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Filed electronically in docket office on 08/28/09

August 28, 2009

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

Docket No. 09-00056
Petition of Cartwright Creek, LLC to Change and Increase Rates and Charges
Response to TRA Staff Data Request #2

Dear. Ms. Standley,

Attached for distribution and review are Cartwright Creek's responses to the Staff Data Request #2.

Please contact me if you have any questions.

Sincerely,

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

Copies: Sharla Dillon, TRA – (Electronic version
Hard copy original and four copies)

INSTRUCTIONS:

In responding to the following data requests, please repeat the question, followed by the Company's response in pdf format as required by the Docket Room. Additionally, all responses should be provided electronically in Word format or Excel format with working formulas on a CD properly labeled "Response to 8/14/09 Data Request – For Staff Use."

Response: Please see the Attachment A, the CD labeled "Response to 8/14/09 Data Request – For Staff Use"

1. ***Exhibit H to the Petition is a summary of Sheaffer cash advances to Cartwright Creek and unpaid billings for services and expenses to Cartwright Creek. Are the invoiced amounts from Sheaffer for 2008 (Exhibit E included with the filing and listed as unpaid on Exhibit H) included in the actual expenses for year ended December 2008 on the Historical Income Statement Analysis (Exhibit D)?***

Response: In accordance with the accrual basis of accounting, items included in Exhibit H are included in the expenses for 2007 and 2008 based upon the period that they were incurred. Several invoices associated with rate case activities or engineering activities pertaining to future capital projects were capitalized, and thus not reflected in the Historical Income Statement. Provisions to amortize these capitalized costs are reflected on the attrition year on the Historical Income Statement.

2. ***Refer to Mr. Cochrane's testimony, page 8. Please submit a copy of Mr. Reed's pending contract with the developer of the new Waterbridge Development. How much time do you anticipate Mr. Reed will spend (per week) overseeing the developer's construction of the new Sheaffer system?***

Response: The pending contract with the Waterbridge Development mentioned in Mr. Cochrane's testimony is the pending contract for Cartwright Creek to accept ownership and operation of the system. The treatment system for the Waterbridge system has been constructed by the Developer, but is not yet turned over to Cartwright Creek. There are no homes or wastewater sources constructed on the Development.

Mr. Reed therefore will spend no time overseeing the construction of the new Sheaffer system.

3. ***The first sentence of paragraph 6 of the Company's Petition states that "recent maintenance and repair efforts and the employment of a full-time experienced wastewater operator have enabled Cartwright Creek to consider adding new customer taps without undue risk of future permit violations." Please provide a list***

of the repairs and maintenance and associated costs that have been performed since the employment of Mr. Reed.

Response: Mr. Reed began work with Cartwright Creek in January 2008. Maintenance bills for 2008 are included in Attachment I.

4. Refer to Mr. Cochrane's testimony, page 4. Please explain the "comprehensive plan" to address the Infiltration and Inflow ("I & I") problem and supply any available documentation.

Response: Attachment B contains an internal memo describing the steps of the plan, objectives and estimated costs. Attachment B also contains a summary table describing the problems identified on video inspections of a portion of the Collection System during dry weather in 2003, 2004 and 2006.

5. On the 2008 Annual Report (see Balance Sheet on page F-4) a liability is listed for $191,953 and labeled "Due to Sheaffer." Please identify (itemize) what this liability represents and any supporting calculations.

Response: Please see the table in Attachment C, which was extracted from Exhibit H in the Original Filing.

6. Please reconcile the following statements:

On page 5 of his testimony, Mr. Cochrane states, "Mr. Reed and Mr. Meyer are confident that a previously self-imposed limit on additional taps can now be lifted." On page 8, Mr. Cochrane states, "The Company intends to notify the public of its ability to add approximately 150 new customers . . ."

At page 4 of his testimony, Mr. Meyer states, "The collection system and treatment system is operating well over its design capacity."

Response: The collection system and treatment system receive flows over their design capacity because of rainwater and groundwater leaking into the collection system, not because of the number of customers on the system. For example, there are approximately 500 existing customers and the resultant wastewater should be approximately 150,000 gallons/day. The design capacity of the treatment system is 250,000 gallons/day.

The 150 new taps will come into the system over a period of time. During this time, the investigation and repair of the collection system will proceed as funds are available from the new taps. The repairs will begin to reduce the flow and compensate for the additional flow from the gradual increase from new taps. There will be increased organic loading on the treatment system, but within its design capacity.

In your response, please indicate whether the Company has applied for and received approval from the Tennessee Department of Environment and Conservation ("TDEC") to add new customers to the existing system? Explain why or why not?

Response:

The Company has discussed the investigation and repair plan presented in the Petition and the proposed addition of 150 taps with TDEC staff. The Company does not need to receive approval to accept additional taps. The Company must continue to comply with its NPDES discharge permit requirements, which the plan described in the Petition would allow us to do.

7. Refer to Mr. Cochrane's testimony on page 9. Please provide the calculation of the $10,000 anticipated in plant operating costs associated with a reduction in hours for Mr. Winfrey. To what account are these costs booked?

Response: This amount represents a 1/3 reduction in the time spent by Mr. Winfrey. Mr. Winfrey is being paid approximately $30,000 per year. The reduction in operating costs associated with a reduction in Mr. Winfrey's hours is shown in the Plant Management line item. A part-time operator support is required to provide backup for weekend, vacation, personal time off, and for coverage during time periods that Mr. Reed may be involved in emergency repairs.

8. Provide a copy of the notice from Dickson Sanitary District for the 8% increase in rates.

Response: There is no separate notice from Dickson. Please see the response to Question 25 and Attachment D in the Company's July 7, 2009 Response to TRA Staff Data Request No. 1. Dickson is no longer billing Cartwright Creek directly, but is billing First Response who is adding a 10% handling charge to the disposal portion of its bill to Cartwright Creek.

9. Provide a copy of Middle Tennessee Electric bills for the period January 2008 through July 2009.

Response: Copies of these bills are provided in Attachment D.

10. Provide a detailed list of the $125,000 in expenses incurred for the Waterbridge Certificate of Public Convenience and Necessity ("CCN"), by invoice and provider. What is Sheaffer's rationale for recovering these expenses over a 15 year period from Cartwright Creek? What is the basis upon which the Company has proceeded to defer these expenses for later recovery?

Response: The $125,000 represents an invoice (Attachment E Invoice #100596) from Sheaffer International to Cartwright Creek for professional services and costs associated John R. Sheaffer (Chairman), Robert Cochrane (Sheaffer CFO), Joseph Del Nuovo (Sheaffer Construction Manager, Bruce Meyer (Sheaffer's Chief Engineer) and Tom Kolschowsky (Sheaffer In-house Counsel), Larry LeDay (Lead Designer), and Nathan Hinch (Environmental Specialist) during the due diligence and contractual negotiations associated with the purchase of the Cartwright Creek Utility Company stock and the concurrent obtaining of the CCN to serve the proposed Waterbridge subdivision and the Williamson County Planned Growth Area Number 5. It should be noted that the CCN obtained at that time subsequently facilitated the modification of the CCN to include the proposed 500 home Stillwater Development. Expenses include legal fees in the amount of $15,789.25 paid to Tune, Entrekin & White, P.C., for their work in obtained the CCN.

The Company is proposing to amortize these costs over a 15-year period as the Company serves an additional 500 potential new customers Stillwater and 220 at Waterbridge. These new customers represent a doubling of the customer base and benefits current customers by spreading significant fixed and semi-variable costs over the larger customer base, thus keeping existing customers rates lower over the long-term.

11. Regarding Sheaffer's insurance policies that it proposes to allocate to Cartwright Creek, please provide a list of Cartwright's assets that are covered by these policies. Provide a copy of each policy and the methodology used to allocate the premiums.

Response: According to Mark Effreim, President of Astro National, Inc. (Sheaffer's Insurance Broker and Risk Management Consultant, the proper allocation of insurance and risk management expense is always based on the EXPOSURE of that location or division of the company. Example; the cost of wind/hurricane insurance in coastal Florida will be far greater than Glen Ellyn, IL. The point is insurance allocation expense is determined based on the cost of that location and its operations. Cartwright Creek bares the entire expense of pollution coverage expense for the last four months since there is no other location or project on Sheaffer's policy, which has such, treated wastewater discharge pollution risk. Astro National has applied the applicable rates based the exposure for WC, GL, Pollution and D&O. These are the actual costs associated with the breakdown of insurance expense for Cartwright Creek. In addition, our broker charges a risk management fee of $7,500 that is the minimum for charged for location.

The worksheets previously provided in the rate case reflect an allocation based on actual exposure and policy rates. In response to this question, I requested that Astro National to reconfirm the allocation that the Sheaffer's annual insurance premium allocable to Cartwright Creek's operations. Their calculation follows and reflects are most recent policy renewals:

Property	=	$7,374.00
WC	=	$2,782.00
Auto	=	$ 314.00
Umbrella	=	$ 303.00
Prof/Poll	=	$5,498.00
B&M	=	$2,164.00
FF	=	$5,339.00
		$23,774.00

Copies of the policies can be found in Attachment F. Note that the pollution policy also contains the professional liability. The package policy contains property, auto, and general liability. Therefore, five policy copies are contained in Attachment F.

12. According to Mr. Cochrane's testimony on page 14, "Since acquiring the facility, Mr. Meyer, has led an extensive review of the facility and operations of Cartwright Creek." Please describe in detail the "extensive review" and provide copies of any reports, analyses, recommendations, etc., that were generated as a result of the review(s).

Response: The internal memo provided in Attachment B.1 summarizes the review of the Cartwright Creek treatment system and the collection system. Much of the knowledge contained in this report was gained by Mr. Meyer's observance of daily operations, Mr. Reed's observations running and maintaining the facility, and in troubleshooting efforts conducted both by Mr. Meyer and Mr. Reed.

13. What type of work is currently required from Mr. Meyer for the Waterbridge and Stillwater developments? Starting from the dates that these developments were granted Certificates of Public Convenience and Necessity, provide an itemization of time spent on each development, identifying the nature of and the dates of the work performed.

Response: For Waterbridge, Mr. Meyer is currently helping the developer's staff complete the final checkout and startup of equipment so that construction can be deemed complete. He is also involved in the negotiations of the contract between Cartwright Creek and the Developer for acceptance and ownership of the Treatment and Collection

Systems. The time spent by Mr. Meyer on Waterbridge since the CCN has been covered under separate contract between Sheaffer International and Waterbridge and has not been charged to Cartwright Creek. Twelve hours of Mr. Meyer's time were charged to Cartwright Creek prior to the CCN.

For Stillwater, Mr. Meyer is reviewing the final version of the construction drawings of the treatment and collection systems. During construction, he will be performing construction inspections.

14. Please provide copies of the monthly discharge monitoring reports to TDEC referenced by Mr. Meyer in his testimony on page 4, for the last 3 years.

Response: Please see Attachment G for available copies of the discharge monitoring reports from January 2006 through June 2009

15. What is the estimated cost to replace the main pump station near the Cartwright Creek treatment system?

Response: The Company has not completed sufficient engineering to estimate this cost. There are a number of factors that require further investigation and engineering before a preliminary design can be prepared and reliably estimated. For example, the pump station is at least 40 foot deep and the extent of rock, groundwater, and excavation issues need to be reviewed and evaluated to determine cost impacts. The Company also needs to investigate the options for keeping the existing pump station in operation while the replacement is constructed. The condition of underground lines and the existing electric power supply, once reviewed, could also significantly increase costs.

16. What is the estimated cost to replace the treatment units?

Response: The Company has not completed sufficient engineering to estimate this cost. In addition, TDEC has not yet issued the new NPDES discharge permit, which will contain effluent quality standards that will determine the required treatment efficiency, which will influence the equipment needed and the construction and operating costs.

17. Please provide specs and plans that have been prepared by Sheaffer staff in investigating requirements to comply with changes to the current discharge permit, including invoice to Cartwright. (See data response of July 7 to Staff data request, #22 (8) for a cost of $15,743.25).

Response: The work completed by Sheaffer staff to date has been reviewing existing Cartwright Creek data, establishing a design basis, identifying and contacting potential treatment technology providers, and obtaining preliminary equipment costs for upgrade alternatives. Sheaffer staff has not reached a final conclusion due to the lack of a TDEC permit with the discharge standards and therefore no plans and specifications have been prepared. Please see Attachment H for copies of internal communications.

18. Identify the Sheaffer staff that conducted the investigation referenced in the question above.

Response: Sheaffer staff included Mr. Meyer, Senior Engineer Arijit Sarkar, Senior Engineer James Gaspar, Operations Manager Nathan Hinch and Designer Larry LeDay.

19. Refer to page 6 of Mr. Meyer's testimony. Other than the need for Cartwright Creek to obtain immediate funds to improve the system at Grassland, what justification does the Company have for requesting a $6,250 increase in tap fees that will be applicable to all future customers?

Response: The Company believes that having new customers fund the cost of repairs to the system is a more equitable and acceptable way of funding repairs, rather than having the existing customers fund repairs through future rate increases.

20. Cartwright Creek states there are 150 homes that could be brought on line in Grassland to obtain the $1,350,000 in escrowed funds to improve the Grassland system. Are these existing homes or homes to be constructed? Please identify the location and name of subdivision or community for each home and designate whether it is a new or existing home.

Response: The Grasslands area that Cartwright Creek's existing treatment system serves has been well developed over a 30- year period and does not, to the Company's knowledge, have any existing established subdivisions with groups of empty lots to be developed. Any new development will be single existing or small groups of existing "infill" lots and commercial lots. There are also homes near the current Cartwright Creek system that may elect to connect if service was available, including over 200 failing septic tanks identified in County reports

There are a number of open tracts of land and many individual lots and owners have told us that they would attempt to develop if sewer service was available. If, for example, one of the large tracts that is developed, provided county approvals could be obtained, the Company could add 50 to 100 customers. In addition, Williamson County has identified groups of failing septic tanks in subdivisions around the Cartwright Creek service area.

If the county developed a program to help a single subdivision (such as Sneed Forest) to connect to Cartwright Creek, another 50 customers could become available.

21. What is the estimated cost to Cartwright Creek to add 150 new homes to the system? Please supply an itemization of the cost to Cartwright to connect one home to the system.

Response: There is essentially no cost to add one home to the system, as costs for construction of connections will be borne by the property owner. Therefore, provided the Company follows the plan presented in the Petition, we do not believe there will be a Company capital cost associated with adding 150 homes.

22. ***Has Cartwright Creek collected or been paid tap fees in the past without actually adding to its system those properties for which payment was received? If so, please identify each tap fee paid, providing the date the tap fee was paid and the location of the lot or house for which the tap fee was paid. Explain any reason(s) for not adding these properties to the system. What is Cartwright Creek's plan for providing service to these properties? State whether Cartwright Creek considers these lots or houses in its stated number of 150 homes to be added to the system.***

Response: Cartwright Creek, LLC has not collected any tap fees.

23. According to records provided, approximately 1000 feet of pipe was repaired for I & I problems in 2006. Have there been any repairs to the facility since 2006? If so, list the repairs made, along with the date and cost of each repair. Provide copies of any purchase orders, invoices and accounts payable vouchers related to these repairs and identify whether the repairs were paid for by Cartwright or Sheaffer?

Response: See Attachment I. All repairs or improvements are reflected on the books of Cartwright Creek, but were paid with the proceeds of Sheaffer cash contributions to the Cartwright Creek, LLC.

24. The 2008 Annual Report states that Cartwright Creek has an equivalent number of residential customers of 1575 due to I & I problems, when 909 equivalent number of customers is the maximum for the system to operate efficiently. Describe any problems Cartwright might encounter in adding 150 actual customers to the system?

Response: Provided the Company is able to follow the plan outlined in the Petition, which uses the funds from new taps to improve the system, we do not believe there will be problems adding 150 customers.

25. Will the addition of 150 customers result in an increase to the sludge removal expense? If so, has Cartwright received quotes from First Response for the additional sludge removal?

Response: Provided the Company is able to follow the plan outlined in the Petition, which uses the funds from new taps to improve the system, we do not believe there will be a significant increase in sludge removal expense. As explained in Attachment B.1, one of the items that additional funds may be used for would be installation of improvements to the sludge handling and dewatering method at the existing facility, which would reduce the volume of sludge disposed. Cartwright Creek pays for sludge disposal and transportation by the gallon.

26. Please provide a list of all capital improvements and expenses incurred since 2004. Provide supporting documentation for each expense.

Response: Please refer to Attachment I for 2006 through 2008. The records for 2005 are archived and the Company is in the process of obtaining the files, which will be provided in a supplemental filing. During 2005, 2006, 2007, and 2008, Cartwright Creek has expended $331,803 on repairs to the facilities. Due to the age of the facility, most of these funds were expended to make emergency repairs. Computers, tools, and a truck solely used in the operations of Cartwright Creek by Mr. Reed are now used by Cartwright Creek, although no formal sale or purchase of these items was done.

27. Please provide capital improvement information for upgrades made to the system from 1997 to 2004.

Response: Sheaffer International, LLC purchased the stock of Cartwright Creek on January 1, 2005. We did not receive copies of any records relating to capital improvements; accordingly we are unable to provide this information.

28. If Cartwright Creek is able to obtain $1,350,000 in funds to improve and upgrade the Grassland system, provide

(1) a chronological report of what will be upgraded/repaired in the system,
(2) what is involved in the repair (equipment and/or labor),

(3) the costs associated with the upgrade or the repair (equipment and/or labor), (4) when the anticipated repair will be scheduled.

Response: The Company does not believe that 150 taps will be requested and the resultant total tap fee of $1,350,000 will be available at one time. Therefore, the plan described in the Petition is structured to proceed in a stepwise fashion, as funds are available to complete the investigations and engineering to identify the most cost effective solutions for use of future funds. Please see Attachment B.1. Therefore, until the further investigations and engineering can be completed, the Company cannot provide a response at the level of detail requested.

In addition, please provide a schedule of projected revenue for the 150 anticipated tap fees by month and by year.

Response: Please see the responses to Questions 13 and 17 in the Company's July 7, 2009 Response to TRA Staff Data Request No. 1.

29. How many firm commitments has Cartwright received of the 150 expected tap fees?

Response: The Company has not solicited or received firm commitments for any of the 150 expected tap fees.

30. Please provide a detailed breakdown of the repair and maintenance expense for the years 2006, 2007 and 2008, showing the savings that were experienced by having an in-house operator and engineer.

Response: See Attachment I for the detailed analysis of repair and maintenance expense.

During 2006, $66,810 was expended for various repairs to the facility with significant amounts expended for pump repairs and cleaning the sludge lines. In 2007, $80,084 was spent for those items. It should be noted that these figures exclude $66,922 and $9,628 in payments made in 2006 and 2007, respectively, to Instiform Technologies to relined several thousand feet of sewers. In 2008, Sheaffer International purchased the supplies and tools necessary for Mr. Reed to perform many of the repairs previously performed by Bouchard. In 2008, Mr. Reed performed many such repairs that we previously outsourced to Bouchard. As a result, total repair and maintenance costs were reduced to $31,791.

31. Please provide copies of all contracts between Cartwright Creek and the developers of Waterbridge and Stillwater developments.

Response: Cartwright Creek does not have an executed agreement with the Waterbridge development.

The Cartwright Creek agreement with the Stillwater Development is in Attachment J.

32. The Petition states the Company is requesting $220,405, which results in a 75% increase in rates. This increase is to cover "direct operating costs." Mr. Cochrane in his testimony reiterates that the Company currently is not seeking a return on rate base. Also, he states on page 6 that the Company "will continue to have a revenue deficiency of approximately $180,000 during the attrition period." In its response to Staff Data Request No. 1 (question #3), the Company provided a calculation of the $220,405 revenue deficiency. This calculation included $36,068 which represents an 8% return. The note to this calculation stated "the proposed rate increase of 75% seeks a lesser amount, $182,833 in increased revenue because the Company is not seeking the "Return on Asset Base" at this time."

a. Please clarify the exact amount of revenue increase the Company is seeking in this rate case.

Response: The Company is seeking rate increases designed to produce $182,833 in additional revenue. Although the Company believes that it is entitled to seek additional revenue of $220,405, the Company has chosen to mitigate its request in order to avoid additional financial impact on its customers.

b. What percentage increase to current rates does this represent?

Response: The Company is seeking a 75% increase in its existing tariff.

c. Reference the calculations found on the Company's response to Staff Data Request No. 1 (question #3). Provide the Company's calculation of the $36,068, labeled Return on Asset Base of approx. 8%.
d. How did the Company arrive at an 8% return? Please provide your analysis in determining this amount of return.

Response: to c & d. An 8% return reflects the lower end of mid range return on assets. The current risk-free return on US Treasuries investments is currently approximately 4%. The age of the facility and the increased liquidity requirements necessary to meet the bonding requirements create an investment environment where the ability to pay investors a guaranteed return is significantly strained. As a result, a significant risk premium is dictated in the range of 16%. The Company has tempered this request to an 8% range in order to reduce the financial impact on its customers.

e. Provide a price out schedule demonstrating that the rates in the Company's proposed tariff produce the requested revenue increase.

***Response*:** Please see the schedule in Attachment K.

33. On page 12 of his testimony, Mr. Cochrane states the attrition period rate base is $125,600 (line 7). Please provide the Company's rate base calculation in detail, including any relevant supporting documentation.

Response: Attachment L shows the Company's detailed rate base calculations extracted from the Company's Annual Report filing. The $125,600 that Mr. Cochrane referred to in his testimony reflected the estimated net asset value of the plant excluding the land. The Company's total rate base on which it is entitled to a return is $449,905. It represents the net asset value of the facility, including land, plus the value of the funds restricted to support the TRA required Letter of Credit posted by the Company to comply with financial security requirements.

Petition of Cartwright Creek, LLC to Change and Increase Rates and Charges
Docket No. 09-00056
Response to TRA Staff Data Request No. 2

ATTACHMENT A

CD Labeled
"Response to 8/14/09 Data Request – For Staff Use"

ATTACHMENT B

B. 1 Sheaffer Internal Memo – on Cartwright Creek Collection and Treatment Status and Investigation/Engineering

B.2 Summary of Cartwright Creek Sewer Inspection Video Summary

Sheaffer International. LLC

Memo

To: Bob Cochrane, CFO
From: Bruce Meyer, P.E, Tennessee Regional Manager
Date: August 5, 2008
CC: Nathan Hinch, Scott Davis
Re: Key issues with Cartwright Creek–Grasslands Collection and Treatment Systems

Collection System:

- Infiltration: Infiltration is groundwater that enters the system with little or no rain through problems such as pipe cracks, bad joints, cracked manholes, and leaking service line connections. At the Grasslands STP, the flow from residential and commercial customers should be approximately 150,000 gallons/day (gpd). The design flow of the plant is 250,000 gallons/day. However, on a DRY day (no inflow from rain/storm water), the influent flow is still 300,000 – 400,000 gpd. This means that the plant is receiving approximately 250,000 gpd of infiltration. A video inspection of a portion of the system in 2003 (approximately 26,000 ft of the total 40,000 ft. of collection system) conducted by a contractor hired by the previous owner, identified over 50 major and minor infiltration sources. You will remember that, in 2006 Cartwright Creek hired Insituform and spent $75,000 to reline approximately 1000 ft. of sewer that the video inspections indicated had the highest concentration of sources. Identification of other infiltration sources will require additional video inspection of the remaining lines. After identification, these sources can be repaired using a number of methods that we have recently investigated, including cured-in-place liners and remote controlled grouting.

- Inflow: Inflow is additional water entering the system when it rains. Infiltration is substantial at Cartwright Creek, as the flow can exceed 800,000 gallons/day when it rains. The sources could be illicit storm water connections (such as roof drains or parking lot drains) and/or the creek overflowing into leaking manholes or broken pipes. Identification of inflow sources and determination of the most cost effective repair methods for inflow sources will require wet weather flow investigations and further engineering.

- The new NPDES permit discussed below is likely to include a requirement to investigate and repair the collection system infiltration and inflow and a compliance timetable.

- A plan to investigate the sewer condition, identify the inflow and infiltration sources, and determine the most cost effective repairs is provided as Attachment A-1. The estimated

cost to complete the investigation and engineering program for the sewage collection system is $124,000.

- Main Pump Station: The 35' deep dry well and pumps are nearing the end of their useful life. Complete replacement may be the best long term solution. However, the site's rock and groundwater as well as physical depth need to be considered as they could have a major cost impact. In order to get accurate costs, the engineering, including drawings and specifications, need to be completed. An outline of the preliminary engineering design required to obtain accurate costs for the pump station repair / replacement is provided as part of Attachment A-2. The estimated cost to complete the engineering investigation for the Main Pump Station is $23,000.

Treatment System:

- The facility's effluent currently meets the discharge limits in the existing NPDES permit, which was due to be renewed in November 2006. TDEC has not yet renewed it nor will it estimate a date by which a draft, revised permit will be issued.

- The new permit is expected to reduce allowable discharge of nutrients (Nitrogen and Phosphorus) to a level that could require substantial upgrade or complete replacement of the facility. The options cannot be fully defined and compared until the permit is issued and additional engineering is conducted.

- In anticipation of more stringent discharge requirements and without charging Cartwright Creek, Sheaffer International staff conducted a preliminary investigation of potential options for plant replacement. This investigation included a review of compiled flow and nutrient information, sketching out potential, preliminary layouts, and securing preliminary budgetary information for various equipment components. Further engineering, including drawings and specifications, needs to be completed to arrive at a reliable cost estimate. An outline of the preliminary engineering required to investigate and estimate the cost of upgrading the existing system versus system replacement is provided as Attachment A-2. The estimated cost to complete the engineering investigation for the Grasslands sewage treatment plant is $35,000.

- Any evaluation of Cartwright Creek's future must consider that the 35 year old wastewater treatment plant is nearing the end of its design life. We already know that the age of the system requires additional regular maintenance expense. In addition, the cost of refurbishing major items like the clarifier drive, aeration system components, tank walls, structural steel, final filter system, underground piping, and building need to be factored into engineering and cost evaluations, once the new permit requirements are known.

These upgrades will be complicated by the fact that the system must be kept operational while major components are worked on.

The total budget to complete the proposed engineering investigations necessary to evaluate the Grasslands sewage treatment plant and sewage collection system is as follows:

1.	Sewage Collection System	$124,000
2.	Main (Influent) Pump Station	$ 23,000
3.	Sewage Treatment Plant	$ 35,000
Total		**$182,000**

ATTACHMENT A-1

ESTIMATED BUDGET FOR Cartwright Creek Collection System Investigation and Engineering Program:
Updated 7-31-08

This Program consists of the following major components:

1. Preparation of collection system drawings ($29,000)
2. Video inspection and pressure tests ($29,000)
3. Wet Weather Flow Measurement ($28,000)
4. Smoke Testing ($22,000)
5. Report: Engineering, recommendations, cost estimates ($16,000)

Total Cost of the Program: $124,000

1. Collection System Drawings

- Current drawings are over 20 years old, none are on CAD, and are a collection of 5 different projects completed over 30 years.
- A drawing and information tracking system is needed to monitor and control upgrades of the collection system as well as operate and maintain the system on a daily basis.
- Utilizing GIS software and GPS devices, Sheaffer staff should be able to develop a comprehensive system wide drawing.
- The GIS software will also be used to store and access information on pipe and manhole condition, repairs completed, etc. as needed for use on an ongoing basis.
- Equipment needed (total $13,000):
    - GIS Software, "Manifold" with one license: $1000
    - Hand held GPS unit with data logging and alphanumeric input: $5000
    - Computer work station and operating software: $2000
    - Full sized drawing plotter (refurbished): $5,000
- Estimated Engineering staff time to prepare (total $16,000):
    - Field work: 60 hours @ $100 / hr = $6,000
    - Office: 80 hours @ $125 / hr = $10,000

Total Cost of Collection System Drawings: $13,000 + $16,000 = $29,000

2. Video Inspection and Pressure Tests

- Video Inspections and line cleaning of lines never inspected
    - Behind shopping center to garden center - 800'

- In front of shopping center stores - 400'
- Line to Grassland Schools – 1,080'
- From MH2 to Manhole 96A under bridge near Old Hillsboro - 900'
- Dual lines in front of and in back of homes along Blue Springs Road – 2,400'
- Manhole 001 to pump station wet well - 200'
- Behind Hill and Madison Land properties -600'
- To Medical Office Building - 500'
- Key Drive, Lucas Lane, Lucas Ct., others at Hunterwood – 6,200'
- Old Natchez Country Club gravity lines 4,400'

Total of 17,480 ft. at @ $0.75/ft = $13,110

- Re-inspection and cleaning of following
  - All gravity lines along Moran Road to edge of Golf Course – 2,400'
  - Manhole 18A to 14 along creek parallel to Hillsboro - 800'

Estimate $1.50/ft due to jetting 3,200' @ $1.50 = $4,800

- Pressure test force mains
  - From PS behind homes to PS at Golf Course – 1,600'
  - PS at Golf Course to gravity line near Moran – 2,000'
  - Pump station to treatment plant - 200'

Should be less expensive, unless leaks found, allow $3,000 for test equipment

- Sheaffer time to select and manage contractors
  - 80 hours at $100 average cost = $8,000

Total cost of Video Inspection and testing $13,110+$4,800+$3,000+$8,000 = $28,900

3. Wet Weather Flow Measurement

- Anticipate CCLLC purchase portable flow meters, and Sheaffer staff would install them in various manholes as needed, and collect the data , rather than hiring a contractor for this work.
- Equipment needed:
  - Portable insert flow monitors with data logging: 2 @ $6,000 each = $12,000
  - Manhole confined space equipment (assume already purchased)
- Sheaffer time to install, monitor, maintain
  - 160 hours @ $100 average = $16,000

Total Cost for wet weather flow measurement= $12,000 + $16,000 = $28,000

4. Smoke testing

- At this point in time it is difficult to see how CCLLC could do the physical field work itself, due to limited staff, no equipment, and no experience doing this. Sheaffer will, however, need to budget for administrative and other contractor support, such as public notices, information, questions, and follow up.
- Contractor: Estimate that a three person contractor crew at $40/hour ave. hourly rate could complete the testing in 2 weeks, with Sheaffer support for notices and the public relations in general = $9,600
- Sheaffer time:
    - Contractor identification and contracts: 20 hours
    - Notification of customers: 40 hours
    - Field support while work in progress: 80 hours
    - Sheaffer cost 120 hours @ $100 average = $12,000
- Total smoke testing cost: $9,600 + $12,000 = $21,600

5. Report:
    - Review and evaluation of collected information: 40 hours
    - Refine and select repair methods: 40 hours
    - Cost estimates including preliminary contractor proposals: 40 hours
    - Summary report: 20 hours
    - Total cost: 160 hours @ $100 ave. cost = $16,000

ATTACHMENT A-2

ESTIMATED BUDGET FOR Cartwright Creek Treatment System
Program to Evaluate Repair and/or Replacement
7/31/08

This Program consists of the following major components:

1. Evaluation of Existing System Components ($20,000)
2. Completion of Preliminary Plan for Replacement System ($15,000)
3. Pump Station Preliminary Design ($23,000)

Total Cost of the Program: $50,000

1. Evaluation of Existing System Components

- Evaluate the condition and performance of existing major equipment items such as the aeration system, clarifier mechanism, tank walls, flow monitoring, disinfection, building components and grounds.
- Determine if the existing system will meet proposed treatment standards and/or modifications required for compliance
- Define scope of upgraded sludge handling system
- Determine upgrade and repair recommendations
- Determine if and how above upgrades can be accomplished keeping system in operation
- Determine if system can be expanded and how
- Preliminary cost estimates

Estimated engineering and drawing hours = 160 @ $125 average rate = $20,000

2. Completion of Preliminary Plan for Replacement System

- Preliminary design of new treatment system based upon MBR design
- Determine auxiliary equipment scope and include in design
- Evaluate cost effectiveness of reuse of existing system's components for bioreactors
- Determine required upgrades to building, power system, site.
- Complete preliminary drawings and functional equipment specs
- Preliminary construction cost estimate.

Estimated engineering and drawing hours = 120 @ $125 average rate = $15,000

3. Pump Station Preliminary Design

- Prepare preliminary engineering and drawings for new pump station consisting of submersible pumps in a concrete wet well.
- Soil boring to determine rock depth, soil conditions, groundwater
- Conceptual selection of pumps, SCADA, controls
- Obtain preliminary costs from contractors anticipating depth, shoring, groundwater handling
- Determine how system can be constructed while keeping existing pump station operating
- Construction cost estimates
- Estimated engineering and drawing hours 160 hours @ $125 = $20,000 plus $3,000 for soil borings and report = $23,000

Summary of Cartwright Creek Grassland Sewer Videos (Not Complete and Dry Weather Flows Only)
6/12/08

Video #	Run MH #	Total Ft	Size-Type	Location	Description or comments
The following videos were taken in 2002 and 2003					
4	17F-17E	97	8” PVC		Some grease; no apparent infiltration
	17E-17D	179	8”PVC	178	There appears to be a mesh grid over the lines in the manhole or before the manhole.
	17D-17G	234	8” PVC		
	17D-17C	180	8” PVC		
	17C-17B	185	8” CI		
	17B-17A	301	8” PVC	MH 17	Looks like the mh by Sonic on N side Battlewood, a number of leaks in manhole concrete
	19A-19B	359	8” PVC		
	19A-19	72	8” PVC		
	19-18	75	8” PVC		Large leak at pipe joint to MH18
	10-9	279	8” PVC		
	8F-8E	329	8” PVC		
	8E-8D	73	8” PVC		8D Major leaks at pipe joints and manhole bottom
	8D-8C		8” PVC		Dirt in pipe; Could not get camera through; looks about half full with dirt and standing water; looks like this section is below Hillsboro Road
	8A-8B	200	8” PVC		8B shows daylight through manhole top
	8B-8C	192	8” PVC		
	8-8A	45	8” PVC		

Video #	Run MH #	Total Ft	Size-Type	Location	Description or comments
5	3-2A	230	12” PVC		Lots of clean water coming from smaller pipe entering at MH. This could be coming from the line to ?, which crosses tributary to creek and wasn’t televised. This needs to be checked out!
5	2-2A		12” DI	50	Got stuck didn’t finish; verbal note on video to clean line
	2-1				Not inspected; verbal note on video to clean line
	3E-3D		8” PVC		Lots of grease and partial blockage at 89 ft; camera will not pass
	80-79	199	8” VCP		Leak at MH79 from direction of service connection, lots of clean water from service connection
	80-81	284	8” VCP		
	82-81		8” VCP	30	Roots and other material blocking pipe, not completed
	80-94	155	8” VCP		
5	94-95	306	8” VCP		
2	18A-18B	147	8” PVC		Medium quantity of clean water, consistent flow, coming from directdion 18B; at 18B there is a Y; 18B top is buried according to video comment; grease inside manhole; flow from parking lot direction is low; flow from stores is high
	18A-18	102	8” PVC	100	Leak in large crack just inside manhole 18; leaks around service line connection at this point too; many leaks around manhole and joint of pipe coming from 18A
	18-17A	45	8” PVC	45	Large leak at manhole 17A at pipe passage through manhole bottom
	17A-17	155	8” PVC		
	17-16	69	8” PVC		Lots of grease
	16-15	226	8” PVC	177	Joint at service connection very large leak

Video #	Run MH #	Total Ft	Size-Type	Location	Description or comments
	15-14	211	8” PVC	62’	Service con with 1-2 gpm leak
	14-13	286	8” PVC		
	13-12	350	8” PVC		Lots grease at 320 or so
2	12-11	105	8” PVC		
	8-7		8” PVC		Stops after a few feet for a reason not explained; picked up on video 3
2	9-8		8” PVC		Stops at 116’ for a reason not explained; see vcr tape; pipe is flowing half full which might make leaks from joints or service lines unseeable
3	11-10	172	8” PVC		Again pipe flowing at least half full making bottom of pipe and service line connections unseeable
	8-7	296	8” PVC		
	7-6	195	8” PVC		
	6-5	188	8” PVC	20	Offset joint that could be a leak when ground wet
	5-4	272	8” PVC	22	Service connection with 1-2 gpm leak
	4-3	208	8” PVC	189	Service connection with 1-2 gpm leak right at joint; lots of clean water coming from side line connection at MH3
1	6E-6D	170	8” VCP	30	Severe root clogging at service connection
	6D-6C	125	8” VCP	19	Service line with 1 gpm leak at joint
				101	Roots
				109	Service connection clogged solid with roots
				121	Roots
	6C-6B	251	8” VCP		
	6B-6A	105	8” VCP		
	6A-4C	137	8” VCP	103	Service connection with light leak, can’t tell if at joint or not
				130	Offset Joint

Video #	Run MH #	Total Ft	Size-Type	Location	Description or comments
6	89-90	355	8” VCP	350	Debris
6	89-88	332	8” VCP	45	Service conntection with 3 gpm leak at joint
				116	Service connection with 3 gpm leak coming from within sc
				118	Service connection with 1 gpm leak at joint
				140	Service connection with 5 gpm looks like at joint
				172	Root clogging at service connection, can’t see inside it;
				260	Service connection with 1 gpm leak within connection
	87-88	80	8” VCP	67	Offset joints
	87-79	353	8” VCP	58	SC with roots inside, no apparent leak
				191	SC with 2 gpm leak from inside
6	83-82	338	8” VCP	55	SC with roots from joint, leaks?
				58	SC 1 gpm leak, can’t tell from joint or inside
				167	SC 3 gpm leak from inside connection
				174	SC with roots from joint
					Comment can’t get lid of MH 82 open
6	82-81				Comment that its clogged with roots
	77-79	288	8” VCP	32	Roots at joint on main line
				269	SC with 2 gpm leak, can’t tell from joint or inside
					There is a lot of clean flow at MH77 given homes on line
	77-76	294	8” VCP		Clean water coming in from branch at 76
	76-75		8” VCP		
7	53-52	374	8” PVC		MH53 looks like a flow through on an angle, not according to Dan’s markiup; there are no sewer drawins for this section;
	52-51	341	8” PVC		
	51-48	242	8” PVC		

Video #	Run MH #	Total Ft	Size-Type	Location	Description or comments
	48-47	197	8” PVC		Gigantic drop connection at 47
8	4-4A	295	8” PVC	288	Sag in line;; MH 4A is buried; line was cleaned between two d consecutive shots of this line segment
	4-3B	330	8” PVC		Changes to clay just before manhole 3B
	4C-4B	300	8” VCP	188	Sc with 1 gpm leak from within SC
				294	Offset Joint
8	4B-3B	250	8” VCP	75	SC with 1 gpm leak from inside
	3B-3A	244	8” VCP	225	Cracked pipe with substantial leak
				241	Leaking joint and crack with large leaks
9	114-113	255	8” PVC		Can’t locate exactly, no dwgs. Video says on key drive
	113-112	198	8” PVC		Can’t locate exactly, no dwgs. Video says on key drive
	112-111	353	8” PVC		Can’t locate exactly, no dwgs. Video says on key drive
	111-110	146	?		Can’t locate exactly, no dwgs. Video says on key drive; manhole 111 here doesn’t look same as that on previous segment
					Video says line is PVC, looks like VCP
	75-74	400	8” VCP	80	SC at 12 oclock with 3 gpm leak at joint
		Approx		82	SC at 12 oclock with 1 gpm leak at joint
				187	SC at 12 oclock with <1gpm leak at joint
				283	SC at 12 oclock with 3 gpm leak at joint
				295	Camera would not pass offset joint
					Tried in reverse from 74 going back

Video #	Run MH #	Total Ft	Size-Type	Location	Description or comments
	73-72	346	8” VCP	53	SC at 12 oclcock with 3 gpm leak at joint
				157	SC at 12 oclock with 5 gpm leak from ??
				209	SC at 12 oclock with 5 gpm leak from joint
				221	SC at 12 oclock with 5 gpm leak from joint
				245	SC at 12 oclock with 2 gpm leak from joint
				311	SC at 12 oclock with 5 gpm leak from joint
				334	SC at 12 oclock with 5 gpm leak from joint
10	35-34	289	8” VCP	218	SC with 2 gpm of clean water from inside
	34-33 (3a?)		8” VCP	210	Severe grade change and heavy grease at service connection; could not complete survey
11	96A-96	26	16” DI		
	96-71C	75	16” DI		Leak in MH 71C, cracks in wall
	71C-71B	205	15” VCP		
	71B-71	200	15” VCP	104	5 gpm leak at joint; this could be happening many places along this segment and elsewhere where the pipes are flowing partially full; this is paralleling creek
				195	5 gpm leak in joint just upstream MH71
					The 15” outlet pipe on the other side of MH71 is almost completely submerged; the small line coming in from the NE is flowing clean water; can’t see bottom of MH which is next to creek
	71-70	170	15” VCP		This is the 15” segment following above; the line is ½ or less full, not sure why it doesn’t appear as full as above; they are using the jet cleaner in this video so maybe it was plugged
				167	2 gpm leak in joint just upstream of MH70

Video #	Run MH #	Total Ft	Size-Type	Location	Description or comments
	70-66	146	8” DI		Tape says 8”; looks bigger as are upstream pips bigger
			VCP	95	Pipe type change
			PVC	139	Pipe type change
					Manhole lid was busted off
	2A-2	196	12” DI		Re-inspection after cleaning
	2-1	215	12” DI		Behind church on Hillsboro; lots of debris which they cleaned
12	72-71A	321	8” VCP	195	Service connection at 12 oclock; 2 gpm leaks at joint
				212	Service connection at 12 oclock, 2 gpm leaks at joint
				271	Service connection at 12 oclock, 5+ gpm leak at joint
				306	Service connection at 12 oclock, < 1 gpm leak from connection
	59-58	250	8” PVC		On Ash Grove Ct.
13	101A-101	73	10” PVC	33	Pipe material change
			10” DI	41	Pipe material change
			10” PVC		
	101-98	227	10” PVC		Some dips and sags in this line
	98-97	270	10” PVC		
	97-96	288	10” PVC		Daylight near manhole top, not in top
	141-140	191	8” PVC		Hunterwood Drive
	140-139	152	8” PVC	148	Sag in pipe
14	149-148	165	8” PVC		The entire length of seqment looks like the line has surcharged up to half full at some point
	148-146A	112	8” PVC		Same comment as above

Video #	Run MH #	Total Ft	Size-Type	Location	Description or comments
	146A-146	84	8” PVC		
	146-145	235	8” PVC		Daylight at manhole top
	145-144	307	8” PVC		
	139-138	150	8” PVC		
	138-137	151	8” PVC		
	137-136	170	8” PVC		
	136-135	76	8” DI		Was surcharged, they cleaned it.
15	135-108	150	8” PVC		Had to clean prior to inspection; some daylight around lid
	108-106	146	8” PVC		At MH106, looks like the line from Key Drive may have some clean flow
	106-105	265	8” VCP		Jetted out debris and did twice;
	105-104	130	8” PVC		
	104-103	100	10” CI		
	103-102	87	10” PVC		
	102-101A	133	10” PVC		
16	86-85	269	8” VCP		In front of condo 147
			8” PVC	20	Pipe type change
			8” VCP	26	Pipe type change
				31	Roots at joint
				158	SC with 1 gpm leak
	85-84	330	8” VCP		Too much clean flow for few homes on this line
				150	SC with 1 gpm leak but can’t from upstream joint
				195	Cracked pipe with small leak
				249	SC with root clog; verbal note that will be root cut
	40-39	316	8” VCP		
	39-33	204	8” VCP		

Video #	Run MH #	Total Ft	Size-Type	Location	Description or comments
	33-32	107	8” PVC		MH32 has buried top
17	38-37	229	8” PVC		MH38 was clogged with rocks and sand but they cleaned
				5	SC with 1 gpm leak from?
				136	SC with 1 gpm leak from?
				201	SC with 1 gpm leak from?
	37-36	358	8” PVC	236	SC with 1 gpm leak from ?
	36-35	291	8” PVC	141	SC with 1 gpm leak from ?
				245	SC with 3 gpm leak from ?
18	4D-4C	187	8” DI		Heavy wall buildup entire segment, almost looks like corrosion
				24	“Tuburculation”??
	4D-5		8” DI		Same comment on heavy wall buildup; this must be from Old Natchez
					Couldn’t continue more than 17 ft going upstream from MH4
	66-65	134	15” VCP		MH65 evidence of severe surcharte
	65-47	279	15” VCP		
19	46-46A	264	15” VCP		Relined in 2006
	46-43	286	15” VCP		Relined in 2006
	43-42	220	15” VCP		Relined in 2006
	42-01	319	15” VCP		Relined in 2006
					Manholes, 46A, 46,43, 42, 01 also lined in 2006
20	47-46A	323	15” VCP	116	SC with BIG quantity of water from joint

Video #	Run MH #	Total Ft	Size-Type	Location	Description or comments
				159	SC with 1 gpm leak from up the connection
	50-49	205	8” PVC		
	49-48	215	8” PVC		
	45A-45	150	8” PVC		
	45-44	164	8” PVC		
	44-43	267	8” PVC		This line has been full or plugged, very built up walls, dark
					Only 4 homes on this line but looks like a steady 3 gpm flow pouring into manhole 43; looks like infiltration from somewhere
The Following Videos were taken in November 2006					
	001-001A	348	8” VCP		For some reason, the video calls this manhole 001A 004
				23	Leak at top of joint, 3 gpm
				61	BIG leak from entire joint
				143	5 gpm leak from joint
				154	2 gpm at joint
				159	2 gpm at joint
					Manhole 001A was not inspected
					Other joints on this segment have discoloration and look like they are bulging
	001-LS		15” VCP		Could not get more than a few feet into line due to gravel and debris on bottom of pipe; does not show up on video
	01-02	95	8” VCP		Backyard of 1035 Boxwood
					Looks like too large amount of flow
					Again, MH2 not inspected
	02-03	173	12” DI	5,9	Multiple cracks outside MH
					Entire line has lots of mineral deposits

Video #	Run MH #	Total Ft	Size-Type	Location	Description or comments
				89	Mineral deposits at joint; he says might have infiltration there, but it must be above river
				109	Same comment as above
				129	Same comment as above
				149	Same comment as above
	03-04	368	12” VCP	8	Deposit at joint, possible leak
				215	Gasket coming out of joint or ?
				270	Same comment as above
	34-3A	295	8” VCP	206	Huge leak and grease collection at SC
				285	5 gpm + clean liquid coming from SC
					After 206 lens is clouded and difficult to see
	3A-2	177	8” VCP	33	Crack without leak
					Lots of debris near manhole 2, almost didn’t get camera through
					I believe MH 2 is same as 01 on other videos done by this firm; same as manhole 1D on earlier drawings; difficult to tell
					No sound on this video
	3A-3B	242	8” VCP	222	Large crack and large leak near joint.
				239	Large crack and leak just before MH3A

ATTACHMENT C

Table in Response to Question 5

Table in Response to Question 5

Unpaid Billings for Services and Expenses to Cartwright Creek , LLC				Amount	Balance
Invoice	08/14/2007	100924	Design services- B. Meyer/J. Gaspar for 1/07 - 6/07	20,868.75	20,868.75
Invoice	08/14/2007	100925	Collection system oversight-B. Meyer Jul & Aug. 07	1,601.92	22,470.67
Invoice	08/14/2007	100926	Design services- B. Meyer/J. Gaspar for 07/07	2,375.00	24,845.67
Invoice	08/27/2007	100927	Consultants/Legal &Tax Work/Reproductions for CCUC	12,581.19	37,426.86
Payment	12/31/2007		Record Note Receivable CCreek	-37,426.86	0.00
Invoice	02/01/2008	101018	Jan 08- Operations support/Project Mgt.- B. Meyer	9,712.50	9,712.50
Invoice	03/03/2008	101019	Feb. 08- Operations support/Project Mgt.-B. Meyer, A. Sarkar	11,342.50	21,055.00
Invoice	04/01/2008	101020	March 08- Operations support/Project Mgt. -B. Meyer	4,902.50	25,957.50
Invoice	05/01/2008	101021	April 08- Operations support/Project Mgt. -B. Meyer	2,960.00	28,917.50
Invoice	06/02/2008	101022	May 08- Operations support/Project Mgt. -B. Meyer, J. Gaspar	14,025.00	42,942.50
Invoice	07/01/2008	101023	June 08- Operations support/Project Mgt. -B. Meyer, J. Gaspar	20,703.75	63,646.25
Invoice	08/07/2008	101024	D. Reed Compensation/Benefits Jan. - June 08	38,604.50	102,250.75
Invoice	08/07/2008	101025	Expenses, operating supplies, membership fees Jan-July 08	5,674.34	107,925.09
Invoice	08/12/2008	101026	July 08-Operations support/Project Mgt. B.Meyer, N. Hinch, A. Sarkar	23,170.00	131,095.09
Invoice	11/17/2008	101046	Sept 08-Operations support/supplies/expenses/D. Reed compensation	11,579.13	142,674.22
Invoice	11/17/2008	101047	Oct 08-Operations support/D. Reed compensation/expenses	12,941.57	155,615.79
Invoice	12/31/2008	101058	Nov/Dec. Oper. Support/D. Reed compensation/expenses	17,590.64	173,206.43
Invoice	12/31/2008	101062	Reimburse General Business Insurance pd. 2008	18,746.40	191,952.83

Petition of Cartwright Creek, LLC to Change and Increase Rates and Charges
Docket No. 09-00056
Response to TRA Staff Data Request No. 2

ATTACHMENT D

MTEC Electric Bills January 2008 to July 2009

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	01/02/09	TOTAL DUE:	$3,004.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 11/11/08-12/10/08 for 30 days
INVOICE DATE 12/16/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

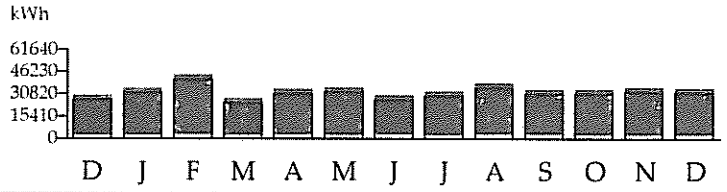
Message to member...
Please review your phone number listed at left. If it is incorrect, or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

01JC17

ACCOUNT SUMMARY

Previous Balance	$3,052.36
Payment Received (12/03/08 THANK YOU)	$-3,052.36
Balance Forward	$0.00
Current Charges	$3,004.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$3,004.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 3525 **Present Reading:** 3921 **Multiplier** 80
KwH usage: 31680 -Actual; **Last Year** 26800; **Last Month** 31840
KW Usage 56.400

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1324.65
Energy Charge over 15000 KWH	$768.95
Demand Charge over 50 KW	$80.83
TVA Fuel Cost Adjustment under	$279.45
TVA Fuel Cost Adjustment over	$307.58
Tax	$196.48
Operation Round Up	$0.73
Current charges for billing period	**$3,004.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

708000719254

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	01/02/09	TOTAL DUE:	$85.00

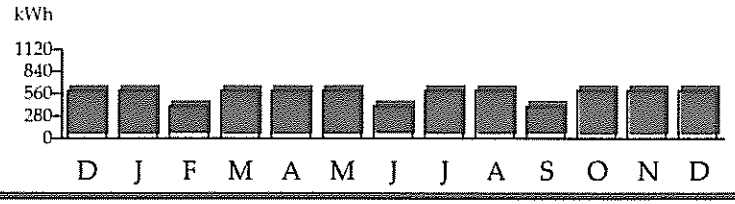
ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 11/11/08-12/11/08 for 31 days
INVOICE DATE 12/16/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

Message to member...
Please review your phone number listed at left. If it is incorrect, or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

ACCOUNT SUMMARY

Previous Balance	$85.00
Payment Received (12/03/08 THANK YOU)	$-85.00
Balance Forward	$0.00
Current Charges	$85.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$85.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 413 **Present Reading:** 416 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 600; **Last Month** 600
KW Usage 7.800

Customer Charge	$16.60
Energy Charge	$50.78
TVA Fuel Cost Adjustment	$11.18
Tax	$5.50
Operation Round Up	$0.94
Current charges for billing period	**$85.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job MMS 715
Sub#
Approval
Calculations
Paid CK#

7080000719253

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	12/05/08	TOTAL DUE:	$3,052.36

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 10/11/08-11/10/08 for 31 days
INVOICE DATE 11/18/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

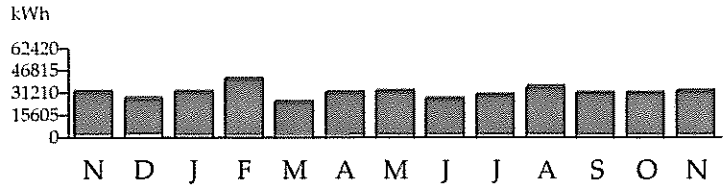
Message to member...
Please review your phone number listed at left. If it is incorrect, or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

01P815

ACCOUNT SUMMARY

Previous Balance	$3,071.67
Payment Received (11/04/08 THANK YOU)	$-3,071.67
Balance Forward	$0.00
Current Charges	$3,012.00
Adjustments	$40.36
Miscellaneous Charges	$0.00
Total Due	**$3,052.36**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 3127 **Present Reading:** 3525 **Multiplier** 80
KwH usage: 31840 -Actual; **Last Year** 31600; **Last Month** 30640
KW Usage 56.160

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1324.65
Energy Charge over 15000 KWH	$776.32
Demand Charge over 50 KW	$77.80
TVA Fuel Cost Adjustment under	$279.45
TVA Fuel Cost Adjustment over	$310.53
Tax	$196.99
Operation Round Up	$0.93
Current charges for billing period	**$3,012.00**

Adjustments

Late Charges	$40.36

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

1189MAR0609252008

706000701766

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	12/05/08	TOTAL DUE:	$85.00

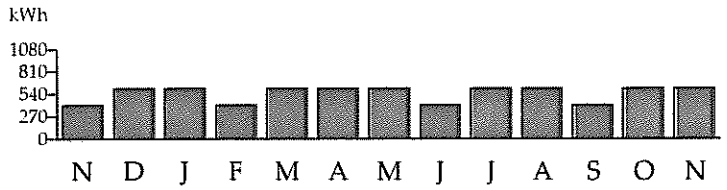
ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 10/11/08-11/10/08 for 31 days
INVOICE DATE 11/18/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

Message to member...
Please review your phone number listed at left. If it is incorrect, or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

ACCOUNT SUMMARY

Previous Balance	$87.80
Payment Received (11/03/08 THANK YOU)	$-87.80
Balance Forward	$0.00
Current Charges	$85.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$85.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 410 **Present Reading:** 413 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 400; **Last Month** 600
KW Usage 7.400

Customer Charge	$16.60
Energy Charge	$50.78
TVA Fuel Cost Adjustment	$11.18
Tax	$5.50
Operation Round Up	$0.94
Current charges for billing period	**$85.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

1189MAR060925200B

706000701765

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	11/03/08	TOTAL DUE:	$3,071.67

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 09/10/08-10/10/08 for 31 days
INVOICE DATE 10/16/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

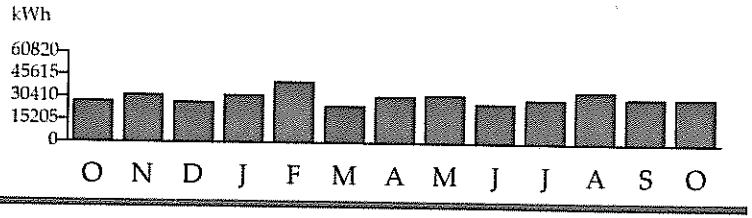
011671

Message to member...
Your bill reflects TVA's rate increase. For more information about the increase and TVA's Fuel Cost Adjustment, log on to www.mtemc.com.

ACCOUNT SUMMARY

Previous Balance	$2,468.00
Payment Received (10/07/08 THANK YOU)	$-2,468.00
Balance Forward	$0.00
Current Charges	$3,037.00
Adjustments	$34.67
Miscellaneous Charges	$0.00
Total Due	**$3,071.67**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 2744 **Present Reading:** 3127 **Multiplier** 80
KwH usage: 30640 -Actual; **Last Year** 27040; **Last Month** 30480
KW Usage 64.160

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1324.65
Energy Charge over 15000 KWH	$721.00
Demand Charge over 50 KW	$178.84
TVA Fuel Cost Adjustment under	$279.45
TVA Fuel Cost Adjustment over	$288.40
Tax	$198.64
Operation Round Up	$0.69
Current charges for billing period	**$3,037.00**

Adjustments

Late Charges	$34.67

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK# 2665 11-3-08

1189MAR0609252008

705000690451

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	11/03/08	TOTAL DUE:	$87.80

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 09/10/08-10/10/08 for 31 days
INVOICE DATE 10/16/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

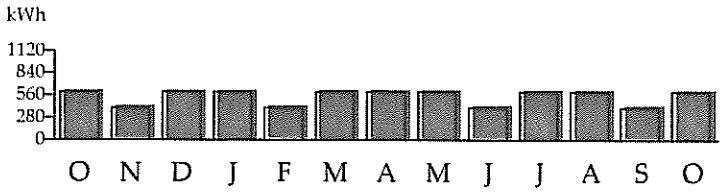
Message to member...
Your bill reflects TVA's rate increase. For more information about the increase and TVA's Fuel Cost Adjustment, log on to www.mtemc.com.

01LC15

ACCOUNT SUMMARY

Previous Balance	$56.00
Payment Received (10/07/08 THANK YOU)	$-56.00
Balance Forward	$0.00
Current Charges	$85.00
Adjustments	$2.80
Miscellaneous Charges	$0.00
Total Due	**$87.80**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 407 **Present Reading:** 410 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 600; **Last Month** 400
KW Usage 7.800

Customer Charge	$16.60
Energy Charge	$50.78
TVA Fuel Cost Adjustment	$11.18
Tax	$5.50
Operation Round Up	$0.94
Current charges for billing period	**$85.00**

Adjustments

Late Charges	$2.80

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK# 2661 11-3-08

1189MAR0609252008

705000690450

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	10/03/08	TOTAL DUE:	$56.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 08/12/08-09/09/08 for 29 days
INVOICE DATE 09/16/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

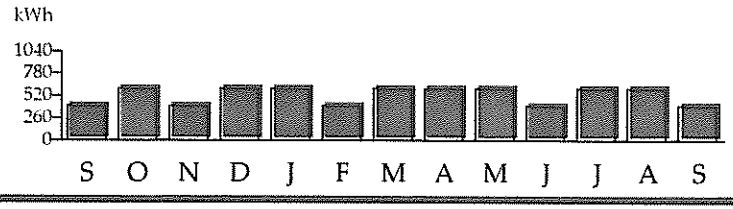
01S12

ACCOUNT SUMMARY

Previous Balance	$76.00
Payment Received (09/04/08 THANK YOU)	$-76.00
Balance Forward	$0.00
Current Charges	$56.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$56.00**

Message to member...
Take control of your energy bill by using your power efficiently. Lower your thermostat. Turn off lights and appliances when you leave a room. Caulk your windows. Convert to compact florescent light bulbs.

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 405 **Present Reading:** 407 **Multiplier** 200
KwH usage: 400 -Actual; **Last Year** 400; **Last Month** 600
KW Usage 6.000

Customer Charge	$16.60
Energy Charge	$32.88
TVA Fuel Cost Adjustment	$2.83
Tax	$3.66
Operation Round Up	$0.03
Current charges for billing period	**$56.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

1189MAR0603242008

701000762095

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	10/03/08	TOTAL DUE:	$2,468.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 08/12/08-09/09/08 for 29 days
INVOICE DATE 09/16/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

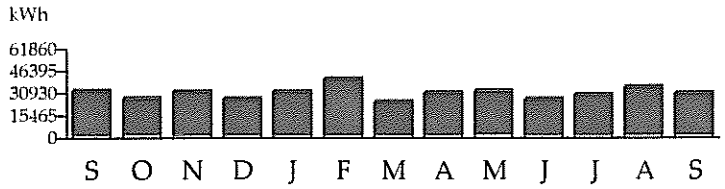
0154416

ACCOUNT SUMMARY

Previous Balance	$2,670.00
Payment Received (09/04/08 THANK YOU)	$-2,670.00
Balance Forward	$0.00
Current Charges	$2,468.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$2,468.00**

Message to member...
Take control of your energy bill by using your power efficiently. Lower your thermostat. Turn off lights and appliances when you leave a room. Caulk your windows. Convert to compact florescent light bulbs.

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 2363 **Present Reading:** 2744 **Multiplier** 80
KwH usage: 30480 -Actual; **Last Year** 32400; **Last Month** 34800
KW Usage 55.360

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1287.90
Energy Charge over 15000 KWH	$692.11
Demand Charge over 50 KW	$65.87
TVA Fuel Cost Adjustment under	$106.20
TVA Fuel Cost Adjustment over	$108.36
Tax	$161.40
Operation Round Up	$0.83
Current charges for billing period	**$2,468.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

1189NAR0603242008

701000762096

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	09/04/08	TOTAL DUE:	$76.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 07/11/08-08/11/08 for 32 days
INVOICE DATE 08/18/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

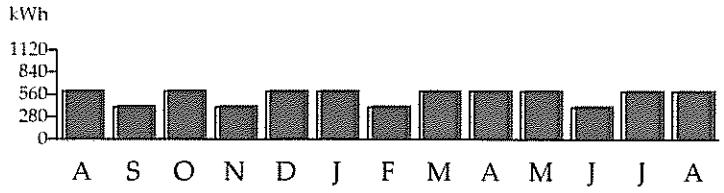
01HG15

Message to member...
Take control of your energy bill by using your power efficiently. Lower your thermostat. Turn off lights and appliances when you leave a room. Caulk your windows. Convert to compact florescent light bulbs.

ACCOUNT SUMMARY

Previous Balance	$76.00
Payment Received (08/04/08 THANK YOU)	$-76.00
Balance Forward	$0.00
Current Charges	$76.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$76.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 402 **Present Reading:** 405 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 600; **Last Month** 600
KW Usage 2.800

Customer Charge	$16.60
Energy Charge	$49.31
TVA Fuel Cost Adjustment	$4.25
Tax	$4.91
Operation Round Up	$0.93
Current charges for billing period	**$76.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

1189MAR0603242008

702000708376

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	09/04/08	TOTAL DUE:	$2,670.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 07/11/08-08/11/08 for 32 days
INVOICE DATE 08/18/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

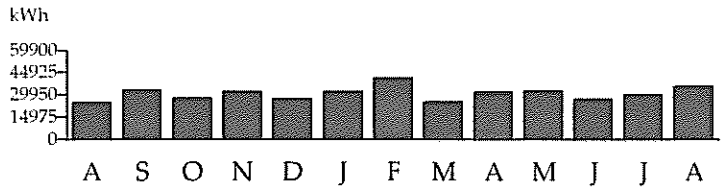
01HK11

Message to member...
Take control of your energy bill by using your power efficiently. Lower your thermostat. Turn off lights and appliances when you leave a room. Caulk your windows. Convert to compact florescent light bulbs.

ACCOUNT SUMMARY

Previous Balance	$2,438.00
Payment Received (08/04/08 THANK YOU)	$-2,438.00
Balance Forward	$0.00
Current Charges	$2,670.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$2,670.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 1928 **Present Reading:** 2363 **Multiplier** 80
KwH usage: 34800 -Actual; **Last Year** 24000; **Last Month** 29360
KW Usage 52.560

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1287.90
Energy Charge over 15000 KWH	$885.26
Demand Charge over 50 KW	$31.46
TVA Fuel Cost Adjustment under	$106.20
TVA Fuel Cost Adjustment over	$138.60
Tax	$174.63
Operation Round Up	$0.62
Current charges for billing period	**$2,670.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	08/04/08	TOTAL DUE:	$2,438.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 06/11/08-07/10/08 for 30 days
INVOICE DATE 07/17/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

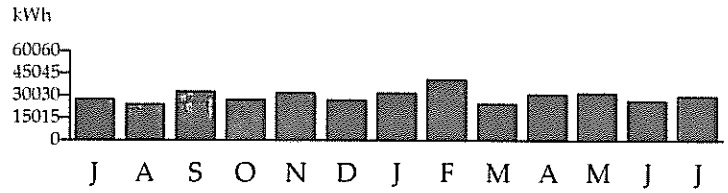
Message to member...
Share our special day with your friends and neighbors at MTEMC's Annual Meeting of members Aug. 16 at MTSU. You'll enjoy the annual beauty pageant, free health fair and free lunch as well as voting for members of the board.

0718710

ACCOUNT SUMMARY

Previous Balance	$2,191.00
Payment Received (07/01/08 THANK YOU)	$-2,191.00
Balance Forward	$0.00
Current Charges	$2,438.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$2,438.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 1561 **Present Reading:** 1928 **Multiplier** 80
KwH usage: 29360 -Actual; **Last Year** 27440; **Last Month** 26480
KW Usage 57.840

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1287.90
Energy Charge over 15000 KWH	$642.04
Demand Charge over 50 KW	$96.35
TVA Fuel Cost Adjustment under	$106.20
TVA Fuel Cost Adjustment over	$100.52
Tax	$159.48
Operation Round Up	$0.18
Current charges for billing period	**$2,438.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

1189MAR0603242008

707000623320

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	08/04/08	TOTAL DUE:	$76.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 06/12/08-07/10/08 for 29 days
INVOICE DATE 07/17/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

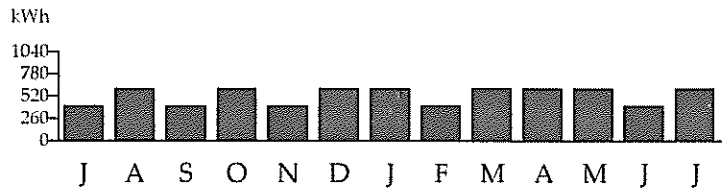
014713

ACCOUNT SUMMARY

Previous Balance	$56.00
Payment Received (06/26/08 THANK YOU)	$-56.00
Balance Forward	$0.00
Current Charges	$76.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$76.00**

Message to member...
Share our special day with your friends and neighbors at MTEMC's Annual Meeting of members Aug. 16 at MTSU. You'll enjoy the annual beauty pageant, free health fair and free lunch as well as voting for members of the board.

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 399 **Present Reading:** 402 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 400; **Last Month** 400
KW Usage 7.600

Customer Charge	$16.60
Energy Charge	$49.31
TVA Fuel Cost Adjustment	$4.25
Tax	$4.91
Operation Round Up	$0.93
Current charges for billing period	**$76.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

1189MAR060324008

707000623319

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	07/07/08	TOTAL DUE:	$2,191.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 05/14/08-06/10/08 for 28 days
INVOICE DATE 06/17/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

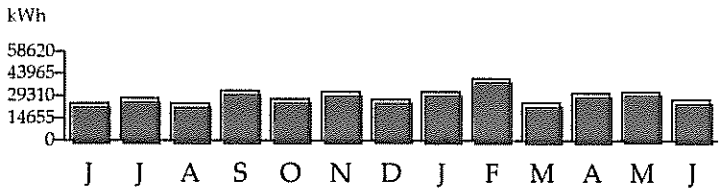
01H615

Message to member...
Have you tried paying your MTEMC bill on-line? Just log on to www.mtemc.com and try this easy way to pay.

ACCOUNT SUMMARY

Previous Balance	$614.00
Payment Received (06/03/08 THANK YOU)	$-614.00
Balance Forward	$0.00
Current Charges	$2,191.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$2,191.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 1230 **Present Reading:** 1561 **Multiplier** 80
KwH usage: 26480 -Actual; **Last Year** 24080; **Last Month** 31840
KW Usage 54.160

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1287.90
Energy Charge over 15000 KWH	$513.27
Demand Charge over 50 KW	$51.13
TVA Fuel Cost Adjustment under	$85.05
TVA Fuel Cost Adjustment over	$64.40
Tax	$143.30
Operation Round Up	$0.62
Current charges for billing period	**$2,191.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

1189MAR0603242008

704000617548

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	07/07/08	TOTAL DUE:	$56.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 05/13/08-06/11/08 for 30 days
INVOICE DATE 06/17/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

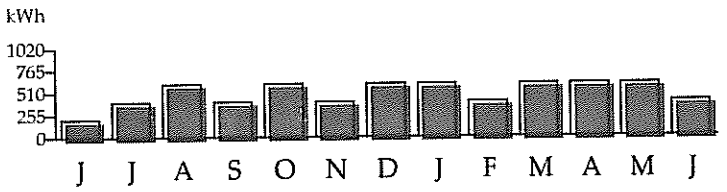
Message to member...
Have you tried paying your MTEMC bill on-line? Just log on to www.mtemc.com and try this easy way to pay.

01JH019

ACCOUNT SUMMARY

Previous Balance	$75.00
Payment Received (06/03/08 THANK YOU)	$-75.00
Balance Forward	$0.00
Current Charges	$56.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$56.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 397 **Present Reading:** 399 **Multiplier** 200
KwH usage: 400 -Actual; **Last Year** 200; **Last Month** 600
KW Usage 7.200

Customer Charge	$16.60
Energy Charge	$32.88
TVA Fuel Cost Adjustment	$2.27
Tax	$3.62
Operation Round Up	$0.63
Current charges for billing period	**$56.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

1189MAR0603242008

704000617547

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	06/05/08	TOTAL DUE:	$75.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 04/11/08-05/12/08 for 32 days
INVOICE DATE 05/19/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

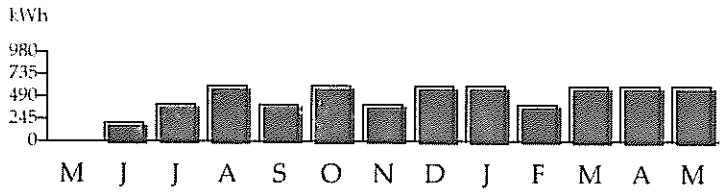
ETSH10

ACCOUNT SUMMARY

Previous Balance	$75.00
Payment Received (04/24/08 THANK YOU)	$-75.00
Balance Forward	$0.00
Current Charges	$75.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$75.00**

Message to member...
You can help us maintain a safe working environment for our meter readers....if you have shrubbery or other vegetation near your meter, please keep it trimmed so your meter is easily and safely accessible.

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 394 **Present Reading:** 397 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 0; **Last Month** 600
KW Usage 8.400

Customer Charge	$16.60
Energy Charge	$49.31
TVA Fuel Cost Adjustment	$3.40
Tax	$4.85
Operation Round Up	$0.84
Current charges for billing period	**$75.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	06/05/08	TOTAL DUE:	$614.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 04/11/08-05/13/08 for 33 days
INVOICE DATE 05/19/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

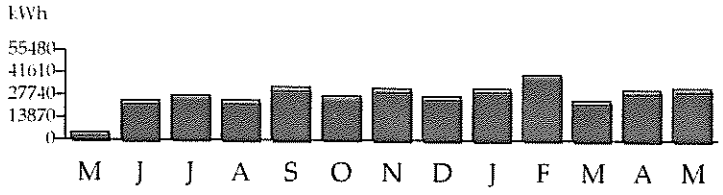
01H417

Message to member...
You can help us maintain a safe working environment for our meter readers....if you have shrubbery or other vegetation near your meter, please keep it trimmed so your meter is easily and safely accessible.

ACCOUNT SUMMARY

Previous Balance	$-1,831.00
Payment Received	$0.00
Balance Forward	$-1,831.00
Current Charges	$2,445.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$614.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 832 **Present Reading:** 1230 **Multiplier** 80
KwH usage: 31840 -Actual; **Last Year** 4320; **Last Month** 30880
KW Usage 51.520

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1287.90
Energy Charge over 15000 KWH	$752.92
Demand Charge over 50 KW	$18.68
TVA Fuel Cost Adjustment under	$85.05
TVA Fuel Cost Adjustment over	$94.47
Tax	$159.90
Operation Round Up	$0.75
Current charges for billing period	**$2,445.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

1189A1AR06832008

707000585408

DETACH AND RETURN WITH YOUR CHECK PAYABLE TO "MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION" 707000566592

MEMBERSHIP NUMBER 1000 0085 50	ACCOUNT NUMBER 2000 1964 9743

DUE DATE:	05/01/08	TOTAL DUE:	$0.00

AFTER DUE DATE PAY:	$0.00

...ile Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

...DUE DATE:	05/01/08	TOTAL DUE:	$0.00

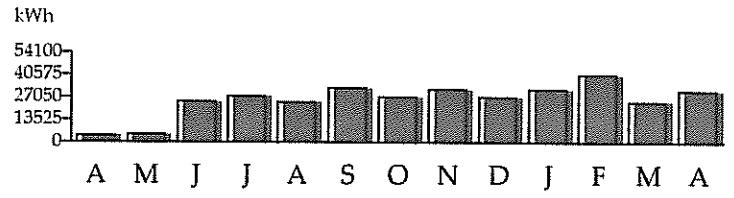
ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 03/12/08-04/10/08 for 30 days
INVOICE DATE 04/17/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

Message to member...
For more information about rates or definitions of bill terms, please see the back of your bill.

ACCOUNT SUMMARY

Previous Balance	$-4,441.00
Payment Received	$0.00
Balance Forward	$-4,441.00
Current Charges	$2,610.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$-1,831.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 446 **Present Reading:** 832 **Multiplier** 80
KwH usage: 30880 -Actual; **Last Year** 3840; **Last Month** 24400
KW Usage 68.000

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1287.90
Energy Charge over 15000 KWH	$709.99
Demand Charge over 50 KW	$221.22
TVA Fuel Cost Adjustment under	$85.05
TVA Fuel Cost Adjustment over	$89.09
Tax	$170.70
Operation Round Up	$0.72
Current charges for billing period	**$2,610.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

...dle Tennessee Electric ...Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	04/01/08	TOTAL DUE:	$0.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 02/16/08-03/11/08 for 25 days
INVOICE DATE 03/18/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

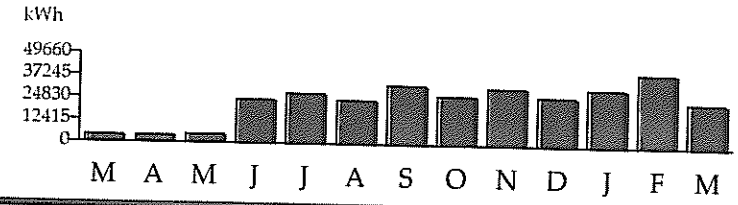
01811

Message to member...
Please review your phone number listed at left. If it is incorrect, or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

ACCOUNT SUMMARY

Previous Balance	$-3,461.00
Payment Received (03/05/08 THANK YOU)	$-3,119.00
Balance Forward	$-6,580.00
Current Charges	$2,139.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$-4,441.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 141 **Present Reading:** 446 **Multiplier** 80
KwH usage: 24400 -Actual; **Last Year** 3680; **Last Month** 40560
KW Usage 76.720

Customer Charge	$35.50
Energy Charge under 15000 KWH	$1200.00
Energy Charge over 15000 KWH	$389.63
Demand Charge over 50 KW	$306.75
TVA Fuel Cost Adjustment under	$41.25
TVA Fuel Cost Adjustment over	$25.66
Tax	$139.92
Operation Round Up	$0.29
Current charges for billing period	**$2,139.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

715

called 4/21/08 spoke w/Katie said the "demand charge" typed in wrong on previous bill and therefore overcharged. Now we have credit.

1189MAR0601312008

702000607074

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	05/05/08	TOTAL DUE:	$75.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 03/12/08-04/10/08 for 30 days
INVOICE DATE 04/17/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

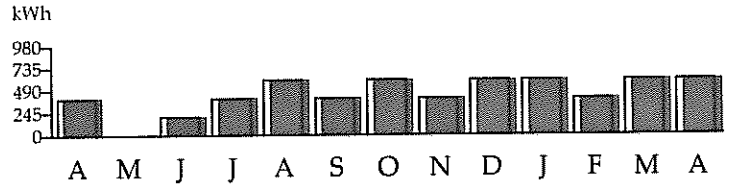
Message to member...
For more information about rates or definitions of bill terms, please see the back of your bill.

ETGPLO

ACCOUNT SUMMARY

Previous Balance	$65.00
Payment Received (04/04/08 THANK YOU)	$-65.00
Balance Forward	$0.00
Current Charges	$75.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$75.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 391 **Present Reading:** 394 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 400; **Last Month** 600
KW Usage 9.600

Customer Charge	$16.60
Energy Charge	$49.31
TVA Fuel Cost Adjustment	$3.40
Tax	$4.85
Operation Round Up	$0.84
Current charges for billing period	**$75.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

715

1189MAR0603242008

707000566591

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	04/04/08	TOTAL DUE:	$65.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 02/14/08-03/11/08 for 27 days
INVOICE DATE 03/18/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

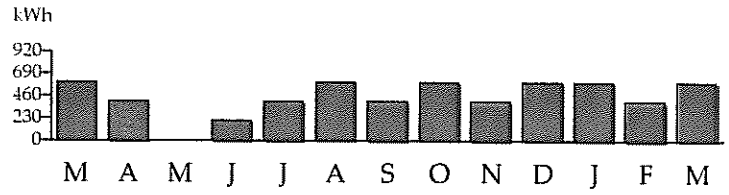
Message to member...
Please review your phone number listed at left. If it is incorrect, or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

01G13

ACCOUNT SUMMARY

Previous Balance	$48.00
Payment Received (03/05/08 THANK YOU)	$-48.00
Balance Forward	$0.00
Current Charges	$65.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$65.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 388 **Present Reading:** 391 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 600; **Last Month** 400
KW Usage 3.600

Customer Charge	$13.00
Energy Charge	$45.83
TVA Fuel Cost Adjustment	$1.65
Tax	$4.23
Operation Round Up	$0.29
Current charges for billing period	**$65.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

715

1189MAR0601312008

702000607073

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	03/07/08	TOTAL DUE:	$3,119.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 01/12/08-02/15/08 for 35 days
INVOICE DATE 02/19/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

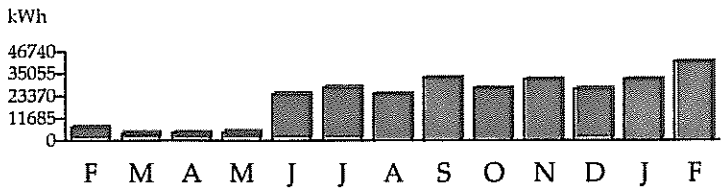
Message to member...
Please review your phone number listed at left. If it is incorrect, or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

DJH615

ACCOUNT SUMMARY

Previous Balance	$2,727.00
Payment Received (02/01/08 THANK YOU)	$-2,727.00
Balance Forward	$0.00
Current Charges	$3,119.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$3,119.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number (Old): 212678
Prior Reading: 1867 **Present Reading:** 2233
kWh usage: 29280

Meter Number: 226245
Prior Reading: 0 **Present Reading:** 141 **Multiplier** 80
kWh usage: 11280 -Estimate; **Last Year** 6800; **Last Month** 31520

715.00

Customer Charge	$35.50
Energy Charge under 15000 KWH	$1200.00
Energy Charge over 15000 KWH	$1059.46
Demand Charge over 50 KW	$508.79
TVA Fuel Cost Adjustment under	$41.25
TVA Fuel Cost Adjustment over	$69.78
Tax	$204.03
Operation Round Up	$0.19
Current charges for billing period	**$3,119.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Tree trimming is your electric cooperative's most important job in power reliability. For more information about MTEMC's tree trimming program and plans, log on to www.mtemc.com.

1189MAR0601312008

706000531042

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	03/07/08	TOTAL DUE:	$48.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 01/12/08-02/13/08 for 33 days
INVOICE DATE 02/19/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

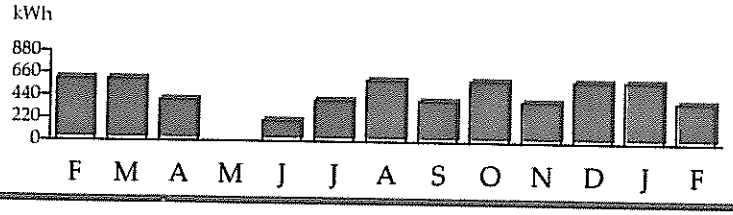
D1H417

ACCOUNT SUMMARY

Previous Balance	$68.00
Payment Received (02/01/08 THANK YOU)	$-68.00
Balance Forward	$0.00
Current Charges	$48.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$48.00**

Message to member...
Please review your phone number listed at left. If it is incorrect, or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 386 **Present Reading:** 388 **Multiplier** 200
KwH usage: 400 -Actual; **Last Year** 600; **Last Month** 600
KW Usage 3.800

Customer Charge	$13.00
Energy Charge	$30.55
TVA Fuel Cost Adjustment	$1.10
Tax	$3.13
Operation Round Up	$0.22
Current charges for billing period	**$48.00**

715.00

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Tree trimming is your electric cooperative's most important job in power reliability. For more information about MTEMC's tree trimming program and plans, log on to www.mtemc.com.

1189MAR0601312008

706000531041

Middle Tennessee Electric Membership Corporation

Phone numbers:
Customer Service 1-877-777-9020
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	02/04/08	TOTAL DUE:	$2,727.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 12/12/07-01/11/08 for 31 days
INVOICE DATE 01/16/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

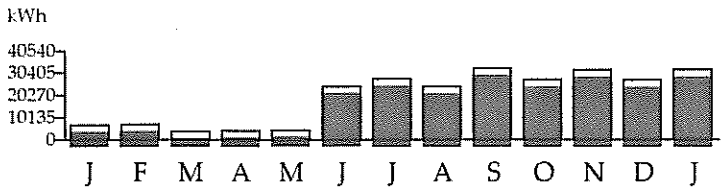
01JG13

ACCOUNT SUMMARY

Previous Balance	$2,555.00
Payment Received (01/10/08 THANK YOU)	$-2,555.00
Balance Forward	$0.00
Current Charges	$2,691.83
Adjustments	$35.17
Miscellaneous Charges	$0.00
Total Due	**$2,727.00**

Message to member...
Please review your phone number listed at left. If it is incorrect, or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 212678
Prior Reading: 1473 **Present Reading:** 1867 **Multiplier** 80
KwH usage: 31520 -Actual; **Last Year** 6400; **Last Month** 26800
KW Usage 66.000 **KVA Usage** 77.840

Customer Charge	$35.50
Energy Charge under 15000 KWH	$1200.00
Energy Charge over 15000 KWH	$684.75
Demand Charge over 50 KW	$508.79
TVA Fuel Cost Adjustment under	$41.25
TVA Fuel Cost Adjustment over	$45.10
Tax	$176.08
Operation Round Up	$0.36
Current charges for billing period	**$2,691.83**

715.00

Adjustments

Late Charges	$35.17

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Tree trimming is your electric cooperative's most important job in power reliability. For more information about MTEMC's tree trimming program and plans, log on to www.mtemc.com.

1189MAR0606262007

708000510594

Middle Tennessee Electric Membership Corporation

Phone numbers:
Customer Service 1-877-777-9020
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	02/04/08	TOTAL DUE:	$68.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 12/13/07-01/11/08 for 30 days
INVOICE DATE 01/16/08
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

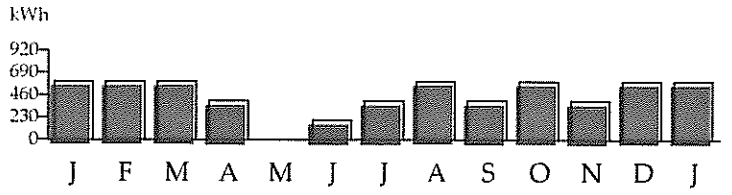
ET9LTO

ACCOUNT SUMMARY

Previous Balance	$69.00
Payment Received (01/10/08 THANK YOU)	$-69.00
Balance Forward	$0.00
Current Charges	$64.71
Adjustments	$3.29
Miscellaneous Charges	$0.00
Total Due	**$68.00**

Message to member...
Please review your phone number listed at left. If it is incorrect, or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 383 **Present Reading:** 386 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 600; **Last Month** 600
KW Usage 8.600

Customer Charge	$13.00
Energy Charge	$45.83
TVA Fuel Cost Adjustment	$1.65
Tax	$4.23
Current charges for billing period	**$64.71**

Adjustments

Late Charges	$3.29

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Tree trimming is your electric cooperative's most important job in power reliability. For more information about MTEMC's tree trimming program and plans, log on to www.mtemc.com.

715.00

1169MAR0606262007

708000510593

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	08/03/09	TOTAL DUE:	$2,345.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 06/10/09-07/09/09 for 30 days
INVOICE DATE 07/16/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

TLBFRD

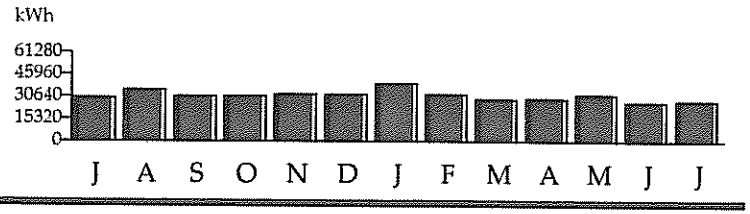
ACCOUNT SUMMARY

Previous Balance	$2,527.00
Payment Received (06/29/09 THANK YOU)	$-2,527.00
Balance Forward	$0.00
Current Charges	$2,345.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$2,345.00**

Message to member...

MTEMC's Annual Meeting of members is set for the morning of Aug. 15 at the Embassy Suites Murfreesboro Hotel and Conference Center. Please make plans to attend. Look for details in The Tennessee Magazine.

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 6250 **Present Reading:** 6591 **Multiplier** 80
KwH usage: 27280 -Actual; **Last Year** 29360; **Last Month** 26480
KW Usage 58.560

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1324.65
Energy Charge over 15000 KWH	$566.11
Demand Charge over 50 KW	$108.11
TVA Fuel Cost Adjustment under	$81.45
TVA Fuel Cost Adjustment over	$65.94
Tax	$153.41
Current charges for billing period	**$2,345.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

708000852690

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	08/03/09	TOTAL DUE:	$57.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 06/10/09-07/09/09 for 30 days
INVOICE DATE 07/16/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

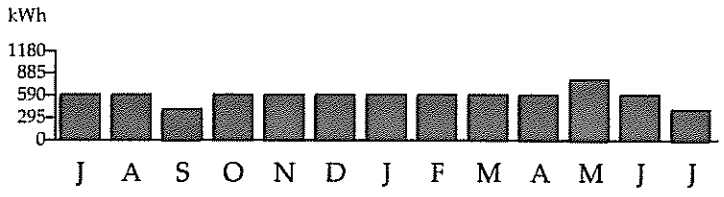
01J415

ACCOUNT SUMMARY

Previous Balance	$78.00
Payment Received (06/29/09 THANK YOU)	$-78.00
Balance Forward	$0.00
Current Charges	$57.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$57.00**

Message to member...
MTEMC's Annual Meeting of members is set for the morning of Aug. 15 at the Embassy Suites Murfreesboro Hotel and Conference Center. Please make plans to attend. Look for details in The Tennessee Magazine.

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 435 **Present Reading:** 437 **Multiplier** 200
KwH usage: 400 -Actual; **Last Year** 600; **Last Month** 600
KW Usage 7.000

Customer Charge	$16.60
Energy Charge	$33.86
TVA Fuel Cost Adjustment	$2.17
Tax	$3.68
Operation Round Up	$0.69
Current charges for billing period	**$57.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

708000852689

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	07/06/09	TOTAL DUE:	$78.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 05/12/09-06/09/09 for 29 days
INVOICE DATE 06/16/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

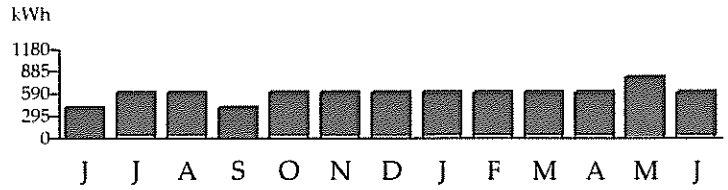
Message to member...
Please review your phone number listed at the upper left. If it is incorrect or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

T14N10

ACCOUNT SUMMARY

Previous Balance	$101.87
Payment Received (05/29/09 THANK YOU)	$-101.87
Balance Forward	$0.00
Current Charges	$78.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$78.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 432 **Present Reading:** 435 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 400; **Last Month** 800
KW Usage 3.000

Customer Charge	$16.60
Energy Charge	$50.78
TVA Fuel Cost Adjustment	$5.02
Tax	$5.07
Operation Round Up	$0.53
Current charges for billing period	**$78.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

1189MAR0609252008

708000833980

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	07/06/09	TOTAL DUE:	$2,527.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 05/12/09-06/09/09 for 29 days
INVOICE DATE 06/16/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

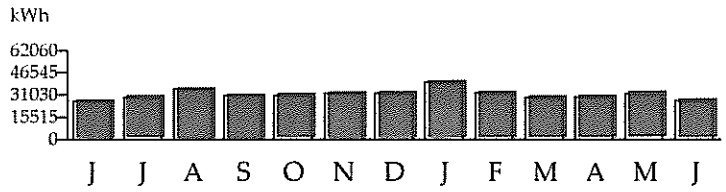
OLN617

Message to member...
Please review your phone number listed at the upper left. If it is incorrect or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

ACCOUNT SUMMARY

Previous Balance	$2,950.26
Payment Received (05/29/09 THANK YOU)	$-2,950.26
Balance Forward	$0.00
Current Charges	$2,527.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$2,527.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 5919 **Present Reading:** 6250 **Multiplier** 80
KwH usage: 26480 -Actual; **Last Year** 26480; **Last Month** 31520
KW Usage 69.120

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1324.65
Energy Charge over 15000 KWH	$529.23
Demand Charge over 50 KW	$241.49
TVA Fuel Cost Adjustment under	$125.40
TVA Fuel Cost Adjustment over	$94.94
Tax	$165.27
Operation Round Up	$0.69
Current charges for billing period	**$2,527.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

1189MAR0609252008

708000833981

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	06/04/09	TOTAL DUE:	$2,950.26

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 04/11/09-05/11/09 for 31 days
INVOICE DATE 05/18/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

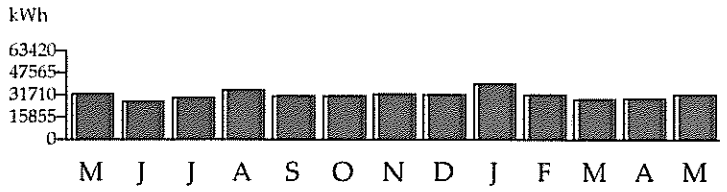
T18FTO

ACCOUNT SUMMARY

Previous Balance	$2,526.00
Payment Received (05/12/09 THANK YOU)	$-2,526.00
Balance Forward	$0.00
Current Charges	$2,915.00
Adjustments	$35.26
Miscellaneous Charges	$0.00
Total Due	**$2,950.26**

Message to member...
Please review your phone number listed at the upper left. If it is incorrect or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 5525 **Present Reading:** 5919 **Multiplier** 80
KwH usage: 31520 -Actual; **Last Year** 31840; **Last Month** 28960
KW Usage 76.160

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1324.65
Energy Charge over 15000 KWH	$761.57
Demand Charge over 50 KW	$330.40
TVA Fuel Cost Adjustment under	$125.40
TVA Fuel Cost Adjustment over	$136.62
Tax	$190.68
Operation Round Up	$0.35
Current charges for billing period	**$2,915.00**

Adjustments

Late Charges	$35.26

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715.00
Sub#
Approval
Calculations
Paid CK#

1189MAR060925200B

708000814493

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	06/04/09	TOTAL DUE:	$101.87

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 04/10/09-05/11/09 for 32 days
INVOICE DATE 05/18/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

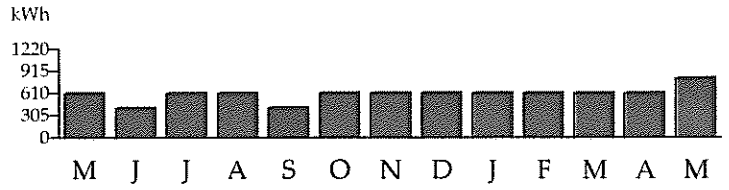
Message to member...
Please review your phone number listed at the upper left. If it is incorrect or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

01h715

ACCOUNT SUMMARY

Previous Balance	$78.00
Payment Received (05/12/09 THANK YOU)	$-78.00
Balance Forward	$0.00
Current Charges	$98.00
Adjustments	$3.87
Miscellaneous Charges	$0.00
Total Due	**$101.87**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 428 **Present Reading:** 432 **Multiplier** 200
KwH usage: 800 -Actual; **Last Year** 600; **Last Month** 600
KW Usage 5.200

Customer Charge	$16.60
Energy Charge	$67.71
TVA Fuel Cost Adjustment	$6.69
Tax	$6.37
Operation Round Up	$0.63
Current charges for billing period	**$98.00**

Adjustments

Late Charges	$3.87

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715.00
Sub#
Approval
Calculations
Paid CK#

1189MAR0609252008

708000814492

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	05/07/09	TOTAL DUE:	$2,526.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 03/12/09-04/10/09 for 30 days
INVOICE DATE 04/20/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

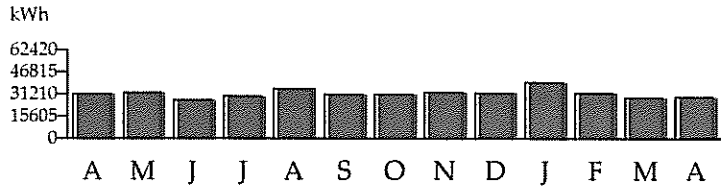
TLSFLO

ACCOUNT SUMMARY

Previous Balance	$2,622.00
Payment Received (03/26/09 THANK YOU)	$-2,622.00
Balance Forward	$0.00
Current Charges	$2,526.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$2,526.00**

Message to member...
Your bill reflects a reduction in TVA's Fuel Cost Adjustment. The FCA went down from 1.383 cents per kilowatt-hour to .843 cents per kilowatt-hour.

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 5163 **Present Reading:** 5525 **Multiplier** 80
KwH usage: 28960 -Actual; **Last Year** 30880; **Last Month** 28480
KW Usage 58.400

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1324.65
Energy Charge over 15000 KWH	$643.56
Demand Charge over 50 KW	$106.09
TVA Fuel Cost Adjustment under	$125.40
TVA Fuel Cost Adjustment over	$115.45
Tax	$165.23
Operation Round Up	$0.29
Current charges for billing period	**$2,526.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK# 2749 5-11-09

1189MAR0609252008

701000908494

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	05/07/09	TOTAL DUE:	$78.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 03/12/09-04/09/09 for 29 days
INVOICE DATE 04/20/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

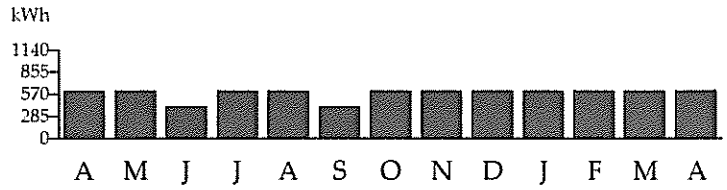
Message to member...
Your bill reflects a reduction in TVA's Fuel Cost Adjustment. The FCA went down from 1.383 cents per kilowatt-hour to .843 cents per kilowatt-hour.

01J015

ACCOUNT SUMMARY

Previous Balance	$81.00
Payment Received (03/26/09 THANK YOU)	$-81.00
Balance Forward	$0.00
Current Charges	$78.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$78.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 425 **Present Reading:** 428 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 600; **Last Month** 600
KW Usage 8.800

Customer Charge	$16.60
Energy Charge	$50.78
TVA Fuel Cost Adjustment	$5.02
Tax	$5.07
Operation Round Up	$0.53
Current charges for billing period	**$78.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK# 2749 5-11-09

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	04/03/09	TOTAL DUE:	$81.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 02/11/09-03/11/09 for 29 days
INVOICE DATE 03/17/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

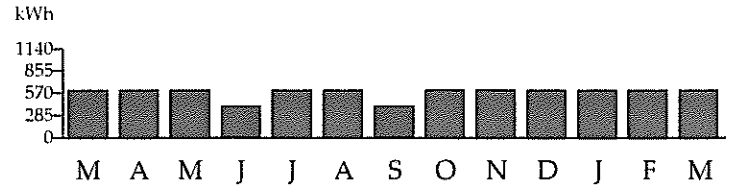
7TSNTD

Message to member...
Please review your phone number listed at the upper left. If it is incorrect or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

ACCOUNT SUMMARY

Previous Balance	$81.00
Payment Received (02/23/09 THANK YOU)	$-81.00
Balance Forward	$0.00
Current Charges	$81.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$81.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 422 **Present Reading:** 425 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 600; **Last Month** 600
KW Usage 9.800

Customer Charge	$16.60
Energy Charge	$50.78
TVA Fuel Cost Adjustment	$8.23
Tax	$5.29
Operation Round Up	$0.10
Current charges for billing period	**$81.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	04/03/09	TOTAL DUE:	$2,622.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 02/10/09-03/11/09 for 30 days
INVOICE DATE 03/17/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

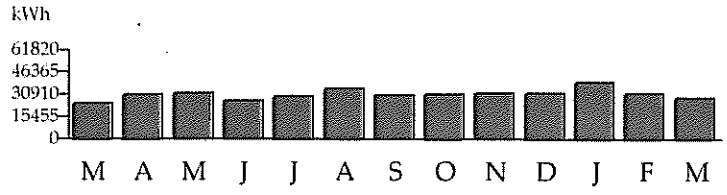
TTHNTD

Message to member...
Please review your phone number listed at the upper left. If it is incorrect or if there is no phone number listed, please call Customer Service immediately at 1-877-777-9020.

ACCOUNT SUMMARY

Previous Balance	$3,002.00
Payment Received (02/23/09 THANK YOU)	$-3,002.00
Balance Forward	$0.00
Current Charges	$2,622.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$2,622.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 4807 **Present Reading:** 5163 **Multiplier** 80
KwH usage: 28480 -Actual; **Last Year** 24400; **Last Month** 31680
KW Usage 55.520

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1324.65
Energy Charge over 15000 KWH	$621.43
Demand Charge over 50 KW	$69.72
TVA Fuel Cost Adjustment under	$205.65
TVA Fuel Cost Adjustment over	$182.92
Tax	$171.48
Operation Round Up	$0.82
Current charges for billing period	**$2,622.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	03/06/09	TOTAL DUE:	$3,002.00

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 01/13/09-02/09/09 for 28 days
INVOICE DATE 02/17/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

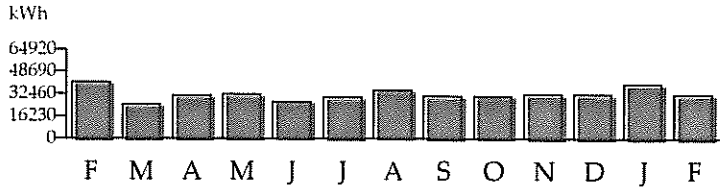
010C12

Message to member...
Did you know your rates are 20 percent lower than the national average?

ACCOUNT SUMMARY

Previous Balance	$3,443.03
Payment Received (01/27/09 THANK YOU)	$-3,443.03
Balance Forward	$0.00
Current Charges	$3,002.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$3,002.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 4411 **Present Reading:** 4807 **Multiplier** 80
KwH usage: 31680 -Actual; **Last Year** 40560; **Last Month** 39200
KW Usage 68.560

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1324.65
Energy Charge over 15000 KWH	$768.95
Demand Charge over 50 KW	$234.41
TVA Fuel Cost Adjustment under	$205.65
TVA Fuel Cost Adjustment over	$226.35
Tax	$196.37
Operation Round Up	$0.29
Current charges for billing period	**$3,002.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715.00
Sub#
Approval
Calculations
Paid CK#

707000756571

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	03/06/09	TOTAL DUE:	$81.00

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 01/13/09-02/10/09 for 29 days
INVOICE DATE 02/17/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

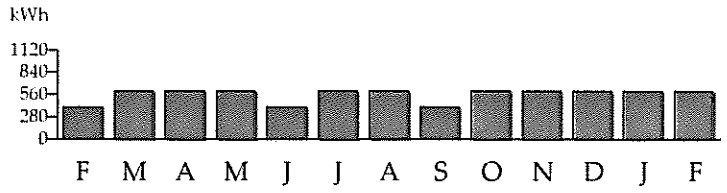
Message to member...
Did you know your rates are 20 percent lower than the national average?

010814

ACCOUNT SUMMARY

Previous Balance	$85.20
Payment Received (01/27/09 THANK YOU)	$-85.20
Balance Forward	$0.00
Current Charges	$81.00
Adjustments	$0.00
Miscellaneous Charges	$0.00
Total Due	**$81.00**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 419 **Present Reading:** 422 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 400; **Last Month** 600
KW Usage 7.200

Customer Charge	$16.60
Energy Charge	$50.78
TVA Fuel Cost Adjustment	$8.23
Tax	$5.29
Operation Round Up	$0.10
Current charges for billing period	**$81.00**

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715.00
Sub#
Approval
Calculations
Paid CK#

7070007565700

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	02/05/09	TOTAL DUE:	$85.20

ACCOUNT NUMBER 2000 1964 8632
BILLING PERIOD 12/12/08-01/12/09 for 32 days
INVOICE DATE 01/19/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
111 Gardengate Dr
Franklin TN 37069-4027

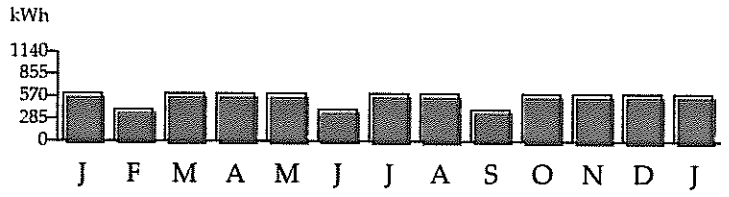
ETHTLO

Message to member...
Did you know your rates are 20 percent lower than the national average?

ACCOUNT SUMMARY

Previous Balance	$85.00
Payment Received (01/07/09 THANK YOU)	$-85.00
Balance Forward	$0.00
Current Charges	$81.00
Adjustments	$4.20
Miscellaneous Charges	$0.00
Total Due	**$85.20**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA1-40-General Service - 0-50 kW
Description: SNEED/GARDEN AT OLD NATCHEZ
Meter Number: 137115
Prior Reading: 416 **Present Reading:** 419 **Multiplier** 200
KwH usage: 600 -Actual; **Last Year** 600; **Last Month** 600
KW Usage 7.800

Customer Charge	$16.60
Energy Charge	$50.78
TVA Fuel Cost Adjustment	$8.23
Tax	$5.29
Operation Round Up	$0.10
Current charges for billing period	**$81.00**

Adjustments

Late Charges	$4.20

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

707000737150

Middle Tennessee Electric Membership Corporation

Member Service 1-877-777-9020
Auto Pay System 1-877-777-0215
Outage 1-877-777-9111

Office Hours: 8:00 a.m. - 4:30 p.m.
Monday through Friday
Internet: www.mtemc.com

DUE DATE:	02/05/09	TOTAL DUE:	$3,443.03

ACCOUNT NUMBER 2000 1964 9743
BILLING PERIOD 12/11/08-01/12/09 for 33 days
INVOICE DATE 01/19/09
PHONE NUMBER 615-383-9574
SERVICE ADDRESS CARTWRIGHT CREEK UTILITY CO
1401 Blue Springs Rd
Franklin TN 37069-6922

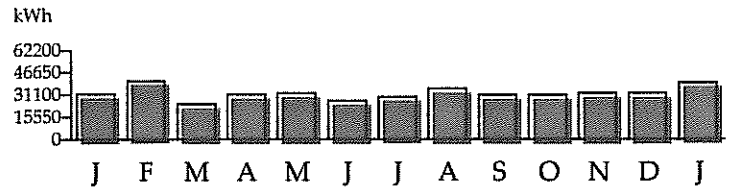
Message to member...
Did you know your rates are 20 percent lower than the national average?

618710

ACCOUNT SUMMARY

Previous Balance	$3,004.00
Payment Received (01/07/09 THANK YOU)	$-3,004.00
Balance Forward	$0.00
Current Charges	$3,403.00
Adjustments	$40.03
Miscellaneous Charges	$0.00
Total Due	**$3,443.03**

Power usage in kilowatt hours over the last 13 months



BREAKDOWN OF CURRENT CHARGES

Rate: GSA2-50-General Service - 50-1000 kW
Description: SEWAGE PUMP
Meter Number: 226245
Prior Reading: 3921 **Present Reading:** 4411 **Multiplier** 80
KwH usage: 39200 -Actual; **Last Year** 31520; **Last Month** 31680
KW Usage 62.720

Customer Charge	$45.33
Energy Charge under 15000 KWH	$1324.65
Energy Charge over 15000 KWH	$1115.62
Demand Charge over 50 KW	$160.65
TVA Fuel Cost Adjustment under	$205.65
TVA Fuel Cost Adjustment over	$328.39
Tax	$222.62
Operation Round Up	$0.09
Current charges for billing period	**$3,403.00**

Adjustments

Late Charges	$40.03

SEE ACCOUNT SUMMARY FOR TOTAL DUE

Job 715
Sub#
Approval
Calculations
Paid CK#

707000737151

ATTACHMENT E

Invoice #100596 from Sheaffer to Cartwright Creek

COPY

Invoice

BILL TO
Cartwright Creek LLC c/o Haury & Smith 2033 Richard Jones Road Nashville, TN 37215

DATE	INVOICE #
8/24/2005	100596

TERMS
Due on receipt

DESCRIPTION	AMOUNT
Waterside Development Construction Permit	250.00
	150.00
Waterbridge Annual Maintenance Fee	250.00
Cartwright Creek LLC	300.00
Waterbridge Annual Maintenance Fee	0.00
Bus. Insurance9/25/04-9/25/05	518.00
Stahelin Properities - Inhouse Counsel	5,000.00
DVD copies of Sewers	288.00
Waterbridge Annual Maintenance Fee	0.00
Waterbridge Annual Maintenance Fee	65.00
Tune, Entrekin & White, P.C. Legal Bills	15,789.25
American Express Travel Services	300.00
	300.00
Total Reimbursable Expenses	23,210.25
John Sheaffer Expenses	70.00
	79.18
	108.00
	533.40
American Express Travel - airfares, rental car, and lodging	9,602.77
John R. Sheaffer Travel reimbursment	283.50
	352.45
	221.20
	430.57
	170.52
	906.01
Total	

COPY

BILL TO
Cartwright Creek LLC c/o Haury & Smith 2033 Richard Jones Road Nashville, TN 37215

Invoice

DATE	INVOICE #
8/24/2005	100596

TERMS
Due on receipt

DESCRIPTION	AMOUNT
	997.38
	352.31
	264.33
	977.09
	330.12
	70.00
	121.95
Expense sheet from 02	116.59
Robert Cochrane Travel Reimbursment	35.60
	200.00
lodgings	109.13
Total Reimbursable Expenses	16,332.10
Services Rendered between January 1, 2004 and May 2005 in support of Waterbridge CCN, and Cartwright Creek Acquisition and prelimanry design for Sheaffer System located on the Old Nachez Country Club Property.	
Dr. John R. Sheaffer, Project Director $300 x 198	59,400.00
Larry J. LeDay, Project Designer $105 x36	3,885.00
Joseph F. Del Nuovo, Senior Construction Manager $125 x 51 hours	6,250.00
Bruce E. Meyer, Project Engineer $165 x $12 hurs	1,980.00
Nathan B. Hinch, Research Assistant $75per hour 6 hours	600.00
Robert Cochrane- Financial Services @ $125 per hour 107 hours	13,375.00
Total	$125,032.35

ATTACHMENT F
Sheaffer International, LLC Insurance Policies

CNA

Business Auto

Renewal Declaration

POLICY NUMBER
C 1072670482

COVERAGE PROVIDED BY
CONTINENTAL CASUALTY COMPANY
333 S. WABASH
CHICAGO, IL. 60604

FROM - POLICY PERIOD - TO
10/25/2008 10/25/2009

INSURED NAME AND ADDRESS
SHEAFFER INTERNATIONAL LLC
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

REFER TO NAMED INSURED SCHEDULE

AGENCY NUMBER
030587

AGENCY NAME AND ADDRESS
ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK, IL 60523
Phone Number: (630)571-2929

BRANCH NUMBER
010

BRANCH NAME AND ADDRESS
CHICAGO BRANCH
333 E BUTTERFIELD RD. STE 700
LOMBARD, IL 60148
Phone Number: (630)719-3000

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

The Named Insured is a Limited Liability Corporation

Your policy is composed of this Declarations, with the attached Common Policy Conditions, Coverage Forms, and Endorsements, if any. The Policy Forms and Endorsement Schedule shows all forms applicable to this policy at the time of policy issuance.

The Estimated Policy Premium is $2,115.00

Audit Period is Not Auditable

In return for the payment of the premium, and subject to all the terms and conditions contained here-in, we agree to provide the insurance as stated.

POLICY NUMBER	INSURED NAME AND ADDRESS
C 1072670482	SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137

ITEM TWO

Schedule Of Coverages and Covered Autos

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Auto Section of the Business Auto Coverage Form next to the name of the Coverage.

COVERAGES	COVERED AUTO SYMBOL	LIMIT	PREMIUM
Liability	1	$1,000,000	$1,561
Personal Injury Protection (Or Equivalent No-Fault Coverage)		Separately Stated In Each Personal Injury Protection Endorsement.	
Added Personal Injury Protection (Or Equivalent Added No-Fault Coverage)		Separately Stated in Each Added Personal Injury Protection Endorsement	
Property Protection Insurance (Michigan Only)		Separately Stated In The Property Protection Insurance Endorsement.	
Auto Medical Payments			
Medical Expense and Income Loss Benefits (Virginia Only)		Separately Stated in Each Medical Expense and Income Loss Benefits Endorsement	
Uninsured Motorists	6	$1,000,000	$80
Underinsured Motorists (When not included in Uninsured Motorist Coverage)		$1,000,000	$10

POLICY NUMBER	INSURED NAME AND ADDRESS
C 1072670482	SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137

ITEM TWO
Schedule Of Coverages and Covered Autos (Cont'd)

COVERAGES	COVERED AUTO SYMBOL	LIMIT	PREMIUM
Physical Damage Comprehensive Coverage	7, 8	Actual Cash Value or Cost of Repair, Whichever Is Less, Minus $500 Deductible for Each Covered Auto, But No Deductible Applies to Loss Caused By Fire Or Lightning. See Item Four For Hired or Borrowed Autos.	$195
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, Whichever Is Less, Minus Deductible for Each Covered Auto For Loss Caused By Mischief Or Vandalism. See Item Four For Hired or Borrowed Autos.	
Physical Damage Collision Coverage	7, 8	Actual Cash Value or Cost of Repair, Whichever Is Less, Minus $500 Deductible for Each Covered Auto. See Item Four For Hired or Borrowed Autos.	$269
Physical Damage Towing and Labor		For Each Disablement of A Private Passenger Auto	
		Premium for Endorsement:	
		Estimated Total Premium:	$2,115.00

POLICY NUMBER	INSURED NAME AND ADDRESS
C 1072670482	SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137

ITEM THREE: Scheduled Of Covered Autos You Own

Except for Towing, All Physical Damage Loss Is Payable To You And Any Loss Payee Named On the Commercial Automobile Schedule For The Covered Auto Number At The Time Of the Loss

For The Coverages Shown for Each Covered Auto, Absence of a deductible or limit entry in any column means that the limit or deductible entry in the corresponding Item Two column applies instead.

Vehicle Number	State	Territory	Model Year	Description	Serial Number	Cost New	Class Code
1	TN	025	2002	FORD F150	2FTRF18262CA95838	21,420	01299

PREMIUMS-LIMITS AND DEDUCTIBLES

Vehicle Number	Liability Premium	PIP Premium	PPI Added PIP Premium	PPI (Michigan) Premium	Medical Payments Limit	Medical Payments Premium	Uninsured Motorists Premium	Underinsured Motorists Premium
1	1,049						74	

Vehicle Number	Medical Expense Income Loss Premium	Specified Cause of Loss Premium	Comprehensive Deduct	Comprehensive Premium	Collision Deduct	Collision Premium	Towing & Labor Premium	Total Vehicle Premium
1				95		269		1,487

POLICY NUMBER	INSURED NAME AND ADDRESS
C 1072670482	SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137

ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE - RATING BASIS, COST OF HIRE

STATES	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER $100 COST OF HIRE*	FACTOR**	PREMIUM
IL NC TN VA	IF ANY	1.833	N/A	$223 *

LIABILITY COVERAGE - RATING BASIS, NUMBER OF DAYS - (FOR MOBILE OR FARM EQUIPMENT - RENTAL PERIOD BASIS)

STATE	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED	BASE PREMIUM	FACTOR	PREMIUM

TOTAL PREMIUM: $223

Cost of hire means the total amount you incur for the hire of 'autos' you don't own (not including 'autos' you borrow or rent from your partners or 'employees' or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

POLICY NUMBER	INSURED NAME AND ADDRESS
C 1072670482	SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

PHYSICAL DAMAGE COVERAGE

COVERAGES **LIMIT OF INSURANCE**

Comprehensive Actual Cash Value or Cost of Repair, Whichever is Less, Minus Deductible Shown Below for Each Covered Auto, But No Deductible Applies to Loss Caused By Fire or Lightning.

DEDUCTIBLE	ESTIMATE ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST OF HIRE	PREMIUM
$100	If Any	.556	$100 *

Specified Cause of Loss Actual Cash Value or Cost of Repair, Whichever is Less, Minus Deductible Shown Below for Each Covered Auto For Loss Caused By Mischief or Vandalism

DEDUCTIBLE	ESTIMATE ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST OF HIRE	PREMIUM

Collision Actual Cash Value or Cost of Repair, Whichever is Less, Minus Deductible Shown Below for Each Covered Auto.

DEDUCTIBLE	ESTIMATE ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST OF HIRE	PREMIUM
$500	If Any	.824	Included

TOTAL PREMIUM: $100

***Hired Auto Minimum Premium

POLICY NUMBER	INSURED NAME AND ADDRESS
C 1072670482	SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137

ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Operations And Other Than Social Service Agencies	Number of Employees Number of Partners	26	$303
Garage Service Operations	Number of Employees Whose Principal Duty Involves the Operations of Autos		
Social Service Agencies	Number of Employees Number Volunteers		
		Total Premiums:	$303

POLICY NUMBER	INSURED NAME AND ADDRESS
C 1072670482	SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137

ITEM SIX: SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS
LIABILITY COVERAGE - PUBLIC AUTO OR LEASING RENTAL CONCERNS

(Check One) [ ] Gross Receipts (per $100) [ ] Mileage (Per Mile)

Estimated Yearly:

RATES

Liability	Auto Medical Payments	Medical Expense Benefits (VA Only)	Income Loss Benefits (VA Only)	No Fault	Uninsured Motorists

PREMIUMS

Liability	Auto Medical Payments	Medical Expense Benefits (VA Only)	Income Loss Benefits (VA Only)	No Fault	Uninsured Motorists

MINIMUM PREMIUMS

Liability	Auto Medical Payments	Medical Expense Benefits (VA Only)	Income Loss Benefits (VA Only)

When used as a premium basis;

FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
B. Advertising Revenue.
C. Taxes which you collect as a separate item and remit directly to a governmental division.
D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross Receipts means the total amount to which you are entitled for the leasing or rental of 'autos' during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental agency.

Mileage means the total of all live and dead mileage developed by all the 'autos' you leased or rented to others during the policy period.

POLICY NUMBER	INSURED NAME AND ADDRESS
C 1072670482	SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137

NAMED INSURED SCHEDULE INCLUDES THE FOLLOWING ENTITIES

SIL CLEAN WATER

CARTWRIGHT CREEK LLC

SHEAFFER INTERNATIONAL LTD.

POLICY NUMBER	INSURED NAME AND ADDRESS
C 1072670482	SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137

FORMS AND ENDORSEMENTS SCHEDULE

FORM NUMBER		FORM TITLE
CA0001	03/2006	Business Auto Coverage Form
CA0116	11/2006	Virginia Changes-Business Auto Coverage Form
CA0120	06/2003	Illinois Changes
CA0126	03/2001	North Carolina Changes
CA0146	07/2001	Tennessee Changes
CA0154	11/2002	Virgina Changes-Bus Auto Phy Damage Coverage Form
CA0155	11/2006	Virginia Changes-Motor Carrier and Truckers
CA0268	12/2005	VA Changes in Policy-Cancellation and Nonrenewal
CA0270	08/1994	Illinois Changes - Cancellation and Nonrenewal
CA2120	03/2006	Tennessee Uninsured Motorists Coverage
CA2130	03/2006	Illinois Uninsured Motorists
CA2138	03/2006	Illinois Underinsured Motorists Coverage
G144291A	03/2003	Economic And Trade Sanctions Condition
IL0003	09/2007	Calculation of Premium
IL0017	11/1998	Common Policy Conditions
IL0021	04/1998	Nuclear Energy Liab Exclusion Endt (Broad Form)
IL0162	04/2006	Illinois Changes - Defense Costs

*** PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY ***

FORM NUMBER		FORM TITLE
G142630A	05/2002	Imp. Info.- For Our Commercial Auto Policyholders
G145041A	05/2003	IMP INF Economic And Trade Sanctions Condition

Countersignature

Chairman of the Board

Secretary

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees," partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees," partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

20020030687010001201443671106

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B. Owned Autos You Acquire After The Policy Begins

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident."

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense." However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

a. You for any covered "auto."
b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
   (1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
   (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
   (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
   (4) Anyone other than your "employees," partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees," while moving property to or from a covered "auto."
   (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

(1) All expenses we incur.
(2) Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
(3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

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(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

(5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured."

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of:

(1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract." For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured."

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8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment."

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an

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actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury," "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

   a. Comprehensive Coverage

   From any cause except:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

   b. Specified Causes Of Loss Coverage

   Caused by:

   (1) Fire, lightning or explosion;

   (2) Theft;

   (3) Windstorm, hail or earthquake;

   (4) Flood;

   (5) Mischief or vandalism; or

   (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."

   c. Collision Coverage

   Caused by:

   (1) The covered "auto's" collision with another object; or

   (2) The covered "auto's" overturn.

2. **Towing**

   We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

   If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:

   a. Glass breakage;

   b. "Loss" caused by hitting a bird or animal; and

   c. "Loss" caused by falling objects or missiles.

   However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. **Coverage Extensions**

   a. Transportation Expenses

   We will pay up to $20 per day to a maximum of $600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

   b. Loss Of Use Expenses

   For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

   (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

   a. Nuclear Hazard

   (1) The explosion of any weapon employing atomic fission or fusion; or

   (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

   b. War Or Military Action

   (1) War, including undeclared or civil war;

   (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

   a. Wear and tear, freezing, mechanical or electrical breakdown.

   b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

   a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

   b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

   c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

   d. Any accessories used with the electronic equipment described in Paragraph **c.** above.

   Exclusions **4.c.** and **4.d.** do not apply to:

   a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss," and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

   b. Any other electronic equipment that is:

   (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

   (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph **a.** above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value."

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:

   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss."

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

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SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit."

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss," our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage

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Form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. **Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

(1) Excess while it is connected to a motor vehicle you do not own.

(2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto."

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract."

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. **Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico;

d. Canada; and

e. Anywhere in the world if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. **Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

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SECTION V – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment."

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment."

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss."

F. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a

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liability that would be imposed by law in the absence of any contract or agreement;

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees," of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees."

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees," if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in Paragraph **1., 2., 3.,** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraph **1., 2., 3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense,"

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

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O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – BUSINESS AUTO COVERAGE FORM

For a covered "auto" licensed or principally garaged in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph **A. Coverage** of **Section II – Liability Coverage** is replaced by the following:

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We have the right and duty to defend any "suit" for such damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

B. Paragraph **A.1.b.** of **Section II – Liability Coverage** is amended by the addition of the following:

1. Who Is An Insured

The following are "insureds":

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(6) Your customers, if you are in the motor vehicle business. However, if a customer of yours:

(a) Has no other valid and collectible insurance applicable to the same "accident," they are an "insured" but only up to the financial responsibility limits specified in Section 46.2-472 of the Code of Virginia.

(b) Has other valid and collectible insurance applicable to the same "accident" less than the financial responsibility limits specified in Section 46.2-472, they are an "insured" only for the amount by which the financial responsibility law limits exceed the limits of their other insurance.

Motor vehicle business means the business of selling, leasing, repairing, servicing, storing or parking motor vehicles which are:

(a) Used for demonstration purposes by a prospective purchaser;

(b) Loaned or leased to another as a temporary substitute while such person's "auto" is being repaired or serviced; or

(c) Leased to another for a period of six months or more.

C. Paragraph **A.2. Coverage Extensions** of **Section II – Liability Coverage** is amended as follows:

1. Paragraphs **a.(3), a.(5)** and **a.(6)** of **Supplementary Payments** are replaced by the following:

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(5) All costs taxed against the "insured" in any "suit" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

2. Paragraph **a. Supplementary Payments** is amended by the addition of the following:

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

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(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

D. Paragraph **A.2.b.(1)** of **Section II – Liability Coverage** is replaced by the following:

2. Coverage Extensions

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used.

E. Paragraph **B. Exclusions** of **Section II – Liability Coverage** is amended as follows:

1. Paragraph **B.4. Employee Indemnification And Employer's Liability Exclusion** is replaced by the following:

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of employment by the "insured"; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract."

2. Paragraph **B.5. Fellow Employee** Exclusion is deleted.

3. Paragraph **B.6. Care, Custody Or Control** Exclusion is replaced by the following:

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

4. Paragraph **B.11. Pollution** Exclusion is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants." This exclusion does not apply if the discharge is sudden and accidental.

F. Paragraph **C. Limit Of Insurance** of Section II is replaced by the following:

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for the total of all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

2. We will apply the limit shown in the Declarations to first provide the separate limits required by Virginia law as follows:

a. $25,000 for "bodily injury" to any one person caused by any one "accident"; and

b. Subject to **2.a.** above, $50,000 for "bodily injury" to two or more persons caused by any one "accident"; and

c. $20,000 for "property damage" caused by any one "accident."

This provision will not change the Limit of Insurance.

G. The **Business Auto Conditions** of Section IV are amended as follows:

1. Paragraph **A.1. Appraisal For Physical Damage Loss** is replaced by the following:

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of the "loss." If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Paragraph **A.2.b.(3)** of the **Duties In The Event Of Accident, Claim Or Loss** Condition is replaced by the following:

b. Additionally, you and any other involved "insured" must:

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit." The "insured" will be deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages.

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3. Paragraph **A.2.c.** of the **Duties In The Event Of Accident, Claim Or Loss** Condition is replaced by the following:

   c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following, but only with respect to a Physical Damage claim:

   (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

   (2) Do what is reasonably necessary to protect the covered "auto" from further damage. Also keep a record of your expenses for payment in the settlement claim.

   (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

   (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

4. Paragraph **A.4.** of the **Loss Payment – Physical Damage Coverages** Condition is replaced by the following:

   At our option, we may:

   a. Pay for, repair or replace damaged or stolen property;

   b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

   c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

   If we pay for the "loss," our payment will include:

   (1) The applicable sales and use tax for the damaged or stolen property;

   (2) Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total "loss" to a covered "auto"; and

   (3) Any applicable general average, salvage or disposal charges.

5. Paragraph **B.2. Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

   Coverage for your claim under this Coverage Form is void in any case of fraud by you at any time as it relates to the Coverage Form. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

   a. This Coverage Form;

   b. The covered "auto";

   c. Your interest in the covered "auto"; or

   d. A claim under this Coverage Form.

6. Paragraph **B.5.b.** of the **Other Insurance** Condition is replaced by the following:

   For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is deemed to be a covered "auto" you don't own.

7. Paragraph **B.8.** of the **Two Or More Coverage Forms Or Policies Issued By Us** Condition is deleted.

H. Section V – Definitions is amended as follows:

1. The "Covered pollution cost or expense" definition is deleted.

2. Exceptions **b.** and **c.** to the "insured contract" definition are deleted.

3. The definition of "Suit" is replaced by the following:

   "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage," to which this insurance applies, are alleged.

   "Suit" includes:

   a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or

   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

I. Changes In Endorsements

1. All references to Auto Medical Payments are replaced in the endorsements by Medical Expense Benefits.

2. All references to personal injury protection (no-fault) and "covered pollution cost or expense" in any endorsement do not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Illinois, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Liability Coverage

1. Paragraph **1.b.(3)** of the **Who Is An Insured** provision in the Business Auto, Motor Carrier and Truckers Coverage Forms and Paragraph **3.a.(2)(c)** of the **Who Is An Insured** provision in the Garage Coverage Form do not apply.
2. Our **Limit Of Insurance** applies except that we will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:
   a. $20,000 for "bodily injury" to any one person caused by any one "accident",
   b. $40,000 for "bodily injury" to two or more persons caused by any one "accident", and
   c. $15,000 for "property damage" caused by any one "accident".

   This provision will not change our total **Limit Of Insurance.**

B. Changes In Physical Damage Coverage

The **Limit Of Insurance** provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following, and supersedes any provision to the contrary:

We may deduct for betterment if:

1. The deductions reflect a measurable decrease in market value attributable to the poorer condition of, or prior damage to, the vehicle.
2. The deductions are for prior wear and tear, missing parts and rust damage that is reflective of the general overall condition of the vehicle considering its age. In this event, deductions may not exceed $500.

C. Changes In Conditions

The **Other Insurance** Condition in the Business Auto Coverage Form, and the **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carriers Coverage Forms, is changed by the addition of the following:

Liability Coverage provided by this Coverage Form for any "auto" you do not own is primary if:

1. The "auto" is owned or held for sale or lease by a new or used vehicle dealership;
2. The "auto" is operated by an "insured" with the permission of the dealership described in Paragraph **1.** while your "auto" is being repaired or evaluated; and
3. The Limit of Insurance for Liability Coverage under this policy is at least:
   a. $100,000 for "bodily injury" to any one person caused by any one "accident",
   b. $300,000 for "bodily injury" to two or more persons caused by any one "accident", and
   c. $50,000 for "property damage" caused by any one "accident".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NORTH CAROLINA CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, North Carolina, the policy is changed as follows:

A. Changes In Liability Coverage

1. The Limit Of Insurance applies except that we will apply the limit shown in the declarations to first provide the separate limits required by North Carolina law as follows:
   a. $30,000 for "bodily injury" to any one person caused by any one "accident";
   b. $60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
   c. $25,000 for "property damage" caused by any one "accident".

   This provision will not change the limit of insurance.
2. If the policy provides Liability Coverage only for owned "autos", a temporary substitute for one of these will also be considered a covered "auto", subject to the following provisions:
   a. The owned "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.
   b. The temporary substitute must be owned by someone other than you or a member of your household.
   c. The temporary substitute must be with the permission of the owner.
   d. The Liability Coverage for the temporary substitute is excess over any other collectible insurance.

B. Changes In Physical Damage Coverage

Paragraph **A.3., Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles,** is replaced by the following:

Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;
b. "Loss" caused by hitting a bird or animal; and
c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by covered "auto's" collision or overturn and "loss" caused by hitting a bird or animal considered a "loss" under Collision Coverage.

C. Changes In Uninsured Motorists Coverage

The Limit Of Insurance applies except that we will apply the limit shown in the declarations to first provide the separate limits required by North Carolina Law as follows:

1. $30,000 for "bodily injury" to any one person caused by any one "accident";
2. $60,000 for "bodily injury" to two or more persons caused by any one "accident"; and
3. $25,000 for "property damage" caused by any one "accident".

This provision will not change the total limit of insurance.

D. Auto Medical Payments Coverage

Exclusion **C.5.** of Auto Medical Payments Coverage, relating to "bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos", applies only if workers' compensation benefits are available.

E. Changes In Garagekeepers Coverage

If the policy provides Garagekeepers Coverage, any deductible will apply only to the amount of "loss" and will not reduce the limit of insurance.

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F. Changes In Conditions

1. Paragraph **2.** of the **Cancellation Common Policy** Condition is replaced by the following:

   We may cancel any type or limit of coverage provided by this policy to the extent that it cannot be ceded to the North Carolina Reinsurance Facility as follows:

   a. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   (2) 30 days before the effective date of cancellation if we cancel for any other reason.

   b. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy prior to the:

   (1) Expiration of the policy term; or

   (2) Anniversary date,

   stated in the policy only for one or more of the following reasons:

   (a) Nonpayment of premium. Cancellation for nonpayment of premium is not effective if the amount due is paid before the effective date set forth in the notice of cancellation.

   (b) An act or omission by the "insured" or his or her representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining this policy, continuing this policy, or presenting a claim under this policy.

   (c) Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk.

   (d) Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk.

   (e) A fraudulent act against us by the "insured" or his or her representative that materially affects the insurability of the risk.

   (f) Willful failure by the "insured" or his or her representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by us.

   (g) Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30.

   (h) Conviction of the "insured" of a crime arising out of acts that materially affect the insurability of the risk.

   (i) A determination by the Commissioner of Insurance that the continuation of the policy would place us in violation of the laws of North Carolina.

   (j) You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

   We may cancel any type or limit of coverage provided by the policy to the extent that it can be ceded to the North Carolina Reinsurance Facility only for one or more of the following reasons by mailing to the first Named Insured at least 15 days notice at the last address known to us:

   (1) Nonpayment of premium.

   (2) You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.

   (3) Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds".

   (4) This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.

To the extent that any type or limit of coverage provided by this policy cannot be ceded to the North Carolina Reinsurance facility, the following provisions are added and supersede any other provisions to the contrary:

G. Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 45 days prior to the:

   a. Expiration of the policy if it has been written for one year or less; or

   b. Anniversary date if it is a continuous policy or has been written for more than one year or for an indefinite term.

2. We need not mail or deliver the notice of nonrenewal if you have:

   a. Insured property covered under this policy under any other insurance policy;

   b. Accepted replacement coverage; or

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c. Requested or agreed to nonrenewal of this policy.

3. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. The written notice of cancellation or nonrenewal will:

   a. Be mailed or delivered to the first Named Insured and any designated loss payee at their addresses shown in the policy, or if not indicated in the policy, at their last known addresses; and

   b. State the reason or reasons for cancellation or nonrenewal.

5. To the extent that any type or limit of coverage provided by this policy can be ceded to the North Carolina Reinsurance Facility, the following provision is added and supersedes any other provision to the contrary:

H. Nonrenewal

We may nonrenew this policy only for one or more of the following reasons:

1. Nonpayment of premium.

2. You become a nonresident of North Carolina and are not otherwise entitled to insurance through the Reinsurance Facility.

3. Our contract with the agent through whom this policy is written is terminated for reasons other than the quality of the agent's "insureds".

4. This policy is cancelled pursuant to a power of attorney given a company licensed according to the provisions of G.S. 58-56.

5. You fail to meet the requirements contained in our corporate charter, articles of incorporation, or bylaws, when we are a company organized for the sole purpose of providing members of an organization with insurance coverage in North Carolina.

I. Common Policy Condition B. Changes, is changed to read as follows:

This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium for that change as of the effective date of change. If we revise this policy form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

J. Loss Condition **1, Appraisal For Physical Damage Loss,** is replaced by the following:

APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision, in writing, agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

K. Changes In General Conditions

Paragraph **2.** of the **Concealment, Misrepresentation Or Fraud** General Conditions is amended by the addition of the following:

This condition does not apply for coverage up to the minimum limits of liability required by the North Carolina Financial Responsibility Act of 1957.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Changes In Liability Coverage

For a covered "auto" licensed in, or "garaged operations" conducted in Tennessee, the **Other Insurance** Conditions is changed by adding the following:

1. When two policies providing liability insurance apply to an "auto" and;
   - **a.** One provides coverage to a named "insured" engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos";
   - **b.** The other provides coverage to a person not engaged in that business; and
   - **c.** At the time of an "accident" a person described in Paragraph **b.**, is operating an "auto" owned by the business described in Paragraph **a.**, then that person's liability insurance is primary and the policy issued to a business described in Paragraph **a.** is excess over any insurance available to that person.
2. When two policies providing liability insurance apply to an "auto" and:
   - **a.** One provides coverage to a named "insured" engaged in the business of repairing, servicing, parking or storing "autos";
   - **b.** The other provides coverage to a person not engaged in that business; and
   - **c.** At the time of an "accident" an "insured" under the policy described in Paragraph a. is operating an "auto" owned by a person described in Paragraph **b.**, then the liability insurance policy issued to the business described in Paragraph **a.** is primary and the policy issued to a person described in Paragraph **b.** is excess over any insurance available to the business.

B. Changes In Conditions

The following replaces the lead-in paragraph in the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto, Garage, Truckers and Motor Carrier Coverage Forms and the **Duties In The Event Of Loss** Condition in the Business Auto Physical Damage Coverage Form:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

For a covered "auto" licensed or principally garaged in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Section III – Business Auto Conditions is amended as follows:

1. Paragraph **A.1. Appraisal** Condition is replaced by the following:

   If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of the "loss". If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraisal and umpire equally.

   If we submit to an appraisal, we will still retain our right to deny the claim.

2. Paragraph **A.4.** of the **Loss Payment** is replaced by the following:

   At our option, we may:

   a. Pay for, repair or replace damaged or stolen property;

   b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

   c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

   If we pay for the "loss", our payment will include:

   (1) The applicable sales and use tax for the damaged or stolen property;

   (2) Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total "loss" to a covered "auto", and

   (3) Any applicable general average, salvage or disposable charges.

3. Paragraph **B.1. Bankruptcy** Condition is replaced by the following:

   Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

4. Paragraph **B.2. Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

   Coverage for your claim under this Coverage Form is void in any case of fraud by you at any time as it relates to the Coverage Form. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

   a. This Coverage Form;

   b. The covered "auto";

   c. Your interest in the covered "auto"; or

   d. A claim under this Coverage Form.

5. Paragraph **B.5.b.** of the **Other Insurance** Condition is replaced by the following:

   For Hired Auto Physical damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is deemed to be a covered "auto" you don't own.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES – MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

For a covered "auto" licensed or principally garaged in Virginia, this endorsement modifies insurance provided under the following:

MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Paragraph **A. Coverage** of **Section II – Liability Coverage** is replaced by the following:

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We have the right and duty to defend any "suit" for such damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for "bodily injury" or "property damage" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

B. Paragraph **A.1.b.** of **Section II – Liability Coverage** is amended by the addition of the following:

1. Who Is An Insured

The following are "insureds":

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(6) Your customers, if you are in the motor vehicle business. However, if a customer of yours:

(a) Has no other valid and collectible insurance applicable to the same "accident," they are an "insured" but only up to the financial responsibility limits specified in Section 46.2-472 of the Code of Virginia.

(b) Has other valid and collectible insurance applicable to the same "accident" less than the financial responsibility limits specified in Section 46.2-472, they are an "insured" only for the amount by which the financial responsibility law limits exceed the limits of their other insurance.

Motor vehicle business means the business of selling, leasing, repairing, servicing, storing or parking motor vehicles which are:

(a) Used for demonstration purposes by a prospective purchaser;

(b) Loaned or leased to another as a temporary substitute while such person's "auto" is being repaired or serviced; or

(c) Leased to another for a period of six months or more.

C. Paragraph **A.2. Coverage Extensions** of **Section II – Liability Coverage** is amended as follows:

1. Paragraphs **a.(3), a.(5)** and **a.(6)** of **Supplementary Payments** are replaced by the following:

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

(5) All costs taxed against the "insured" in any "suit" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

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2. Paragraph **a. Supplementary Payments** is amended by the addition of the following:

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

D. Paragraph **A.2.b.(1)** of **Section II – Liability Coverage** is replaced by the following:

2. Coverage Extensions

b. Out-of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used.

E. Paragraph **B. Exclusions** of **Section II – Liability Coverage** is amended as follows:

1. Paragraph **B.4.** of the **Employee Indemnification And Employer's Liability Exclusion** is replaced by the following:

"Bodily injury" to:

a. An "employee" of the "insured" arising out of and in the course of employment by the "insured"; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **a.** above.

This exclusion applies:

(1) Whether the "insured" may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract."

2. Paragraph **B.5. Fellow Employee** Exclusion is deleted.

3. Paragraph **B.6. Care, Custody Or Control** Exclusion is replaced by the following:

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

4. Paragraph **B.11. Pollution** Exclusion is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants." This exclusion does not apply if the discharge is sudden and accidental.

F. Paragraph **C. Limit Of Insurance** of **Section II – Liability Coverage** is replaced by the following:

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for the total of all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

2. We will apply the limit shown in the Declarations to first provide the separate limits required by Virginia law as follows:

a. $25,000 for "bodily injury" to any one person caused by any one "accident"; and

b. Subject to **2.a.** above, $50,000 for "bodily injury" to two or more persons caused by any one "accident"; and

c. $20,000 for "property damage" caused by any one "accident."

This provision will not change the Limit of Insurance.

G. Paragraph **A.2. Coverage** of **Section III – Trailer Interchange Coverage** is replaced by the following:

2. We have the right and duty to defend any "suit" for these damages, even if the "suit" is groundless, false or fraudulent. However, we have no duty to defend "suits" for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

H. Paragraph **A.3. Coverage Extensions** of **Section III – Trailer Interchange Coverage** is amended as follows:

1. Paragraph **3.d.** is replaced by the following:

In addition to the Limit of Insurance, we will pay for you:

d. All costs taxed against the "insured" in any "suit" we defend.

2. Paragraph **f.** is added as follows:

In addition to the Limit of Insurance, we will pay for you:

f. Prejudgment interest awarded against the "insured" on that part of the judgment we

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pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. The **Conditions** Section is amended as follows:

1. Paragraph **A.1. Appraisal For Physical Damage Loss** Condition is replaced by the following:

   If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of the "loss." If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

   a. Pay its chosen appraiser; and

   b. Bear the other expenses of the appraisal and umpire equally.

   If we submit to an appraisal, we will still retain our right to deny the claim.

2. Paragraph **A.2.b.(3)** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

   b. Additionally, you and any other involved "insured" must:

   (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit." The "insured" will be deemed not to have cooperated with us only if his or her failure or refusal to do so harms our defense of an action for damages.

3. Paragraph **A.2.c.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

   c. If there is "loss" to a covered "auto" or its equipment, you must also do the following, but only with respect to a Physical Damage claim:

   (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

   (2) Do what is reasonably necessary to protect the covered "auto" from further damage. Also keep a record of your expenses for payment in the settlement claim.

   (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

   (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

4. Paragraph **A.4.** of the **Loss Payment – Physical Damage Coverages** Condition is replaced by the following:

   At our option, we may:

   a. Pay for, repair or replace damaged or stolen property;

   b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

   c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

   If we pay for the "loss," our payment will include:

   (1) The applicable sales and use tax for the damaged or stolen property;

   (2) Any applicable titling and license transfer fees incurred in obtaining a replacement vehicle in the event of a total "loss" to a covered "auto"; and

   (3) Any applicable general average, salvage or disposal charges.

5. Paragraph **B.2. Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

   Coverage for your claim under this Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

   a. This Coverage Form;

   b. The covered "auto";

   c. Your interest in the covered "auto"; or

   d. A claim under this Coverage Form.

6. Paragraph **B.5.f.** of the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form and Paragraph **B.5.d.** of the **Other Insurance – Primary And Excess Provisions** Condition in the Truckers Coverage Form are replaced by the following:

   For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is deemed to be a covered "auto" you don't own.

7. Paragraph **B.8. Two Or More Coverage Forms Or Policies Issued By Us** Condition is deleted.

J. The **Definitions** Section is amended as follows:

1. The "Covered pollution cost or expense" definition is deleted.

2. Exceptions **b.** and **c.** to the "Insured contract" definition are deleted.

3. The definition of "Suit" is replaced by the following:

   "Suit" means a civil proceeding in which damages because of "bodily injury" or "property

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damage," to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

K. Changes In Endorsements

1. All references to Auto Medical Payments are replaced in the endorsements by Medical Expense Benefits.
2. All references to personal injury protection (no-fault) and "covered pollution cost or expense" in any endorsement do not apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA CHANGES IN POLICY – CANCELLATION AND NONRENEWAL

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Virginia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. If you are an individual and a covered "auto" you own is of the private passenger type and not used in your occupation, profession or business, other than farming, and is not used as a public or livery conveyance; and your business shown in the Declarations is not a garage, sales agency, repair shop, service station or public parking place, then the **Cancellation** Common Policy Condition does not apply. The following Conditions apply instead:

1. Cancellation

a. You or your attorney-in-fact may cancel the policy by returning to us or by mailing to us advance written notice of the date cancellation is to take effect.

b. We may cancel this policy by mailing or delivering to you written notice of cancellation at least:

(1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if we cancel for any other reason.

c. When this policy is in effect 60 days or more or is a renewal or continuation policy, we may only cancel for one or more of the following reasons:

(1) Nonpayment of premium.

(2) Your driver's license or that of a driver who lives with you or customarily uses the covered "auto" has been suspended or revoked during the policy period or, if the policy is a renewal, during its policy period or the 90 days immediately preceding the last effective date.

(3) You or your attorney-in-fact have notified us that you have changed your legal residence to a state other than Virginia and your covered "auto" will be principally garaged in your new state.

(4) We replace this policy with another one providing similar coverages and the same limits for the covered "auto". The replacement policy will take effect when this policy is canceled and will end a year after this policy begins or on this policy's expiration date, whichever is earlier.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancel, the refund, if any, will be computed in accordance with the procedure described in Paragraph **C.** of this endorsement.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Nonrenewal

a. If we decide not to renew or continue this policy, we will mail you notice at least 45 days before the end of the policy period. If the policy is written for a period of less than one year or without a fixed expiration date, we will have the right not to renew or continue a particular coverage only at the end of any six month period following its original effective date.

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b. If we or our agent offer to renew or continue this policy and you or your attorney-in-fact do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact have not accepted our offer.

3. Mailing Of Notices

a. Any notice of cancellation or nonrenewal will be mailed to your last known address by certificate of mailing, provided we retain a copy of said notice, or by registered or certified mail, pursuant to Sections 38.2-231 and 38.2-2208 of the Code of Virginia. However, we may deliver any notice instead of mailing it.

b. The notice of cancellation or nonrenewal will state the specific reason(s) for cancellation or nonrenewal, except when a policy is being canceled or nonrenewed for nonpayment of premium.

B. For all other risks not described in Paragraph **A.** above:

1. Paragraphs **1.** and **2.** of the **Cancellation** Common Policy Condition are replaced by the following:

a. You or your attorney-in-fact may cancel the policy by mailing or delivering to us advance written notice of the date cancellation is to take effect.

b. We may cancel the policy by mailing or delivering to you written notice of cancellation, stating the reason(s) for cancellation at least:

(1) 15 days before the effective date if we cancel for nonpayment of premium; or

(2) 45 days before the effective date of cancellation if we cancel for any other reason.

2. Paragraph **3.** of the **Cancellation** Common Policy Condition does not apply.

3. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. However, making or offering to make the refund is not a condition of cancellation. If you or your attorney-in-fact cancel, the refund, if any, will be computed in accordance with the procedure described in Paragraph **C.** of this endorsement.

4. The following Conditions are added:

a. Nonrenewal

(1) We may nonrenew the policy by mailing or delivering to you written notice of nonrenewal, stating the reason for nonrenewal, at least:

(a) 15 days before the expiration date of the policy if we nonrenew for nonpayment of premium; or

(b) 45 days before the expiration date of the policy if we nonrenew for any other reason.

(2) If we or our agent offer to renew or continue this policy and you or your attorney-in-fact do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you or your attorney-in-fact have not accepted our offer.

b. Mailing Of Notices

Any notice of cancellation or nonrenewal will be mailed to your last known address by certificate of mailing, provided we retain a copy of said notice, or by registered or certified mail pursuant to Sections 38.2-231 and 38.2-2208 of the Code of Virginia. However, we may deliver any notice instead of mailing it.

C. The following provisions govern the calculation of return premium for all risks:

1. We will compute return premium pro rata and round to the next higher whole dollar when a policy is cancelled:

a. At our request;

b. Because you no longer have a financial or insurable interest in the property or business operation that is the subject of insurance;

c. And rewritten by us or a member of our company group; or

d. After the first year, if it is a prepaid policy written for a term of more than one year.

2. When this policy is cancelled at your request (except when Paragraph **1.b., 1.c.** or **1.d.** applies), we will return 90% of the pro rata unearned premium, rounded to the next higher whole dollar. However, when such cancellation takes place during the first year of a multi-year prepaid policy, we will return the full annual premium for the subsequent years. In addition, earned premium will not be less than our policywriting minimum premium.

3. When this policy is cancelled at your request and is an auto dealer's policy written on a reporting form basis, we will calculate the return or additional premium as follows:

a. Final annual premium will be determined on the basis of the average value reported

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during the period in which the policy was in effect.

b. Pro rata earned premium will be determined based on the final annual premium for the number of days the policy was in force as determined by Paragraph **3.a.** rounded to the next higher whole dollar.

c. Pro rata unearned premium will be determined by subtracting Paragraph **3.b.** from Paragraph **3.a.**

d. The short rate surcharge will be determined by multiplying the unearned premium by 10% and rounding to the next higher whole dollar.

e. Calculate the short rate earned premium by adding Paragraphs **3.b.** and **3.d.**

f. If the short rate earned premium is less than the sum of all payments (including any deposit premium), the difference is the return premium.

g. If the short rate earned premium is greater than the sum of all payments (including any deposit premium), the difference is the additional premium due.

However, earned premium will not be less than our policywriting minimum premium.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The CANCELLATION COMMON POLICY Condition is replaced by the following:

CANCELLATION

a. The first Named Insured shown in the Declarations may cancel this policy by mailing us advance written notice of cancellation.

b. When this policy is in effect 61 days or more or is a renewal or continuation policy, we may cancel only for one or more of the following reasons by mailing you written notice of cancellation stating the reasons for cancellation.

(1) Nonpayment of premium.

(2) The policy was obtained through a material misrepresentation.

(3) Any "insured" has violated any of the terms and conditions of the policy.

(4) The risk originally accepted has measurably increased.

(5) Certification to the Director of Insurance of the loss of reinsurance by the insurer which provided coverage to us for all or a substantial part of the underlying risk insured.

(6) A determination by the Director of Insurance that the continuation of the policy could place us in violation of the Illinois insurance laws.

c. If we cancel for nonpayment of premium, we will mail you at least 10 days written notice.

d. If this policy is cancelled for other than nonpayment of premium and the policy is in effect:

(1) 60 days or less, we will mail you at least 30 days written notice.

(2) 61 days or more, we will mail you at least 60 days written notice.

e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. The effective date of cancellation stated in the notice shall become the end of the policy period.

g. Our notice of cancellation will state the reason for cancellation.

h. A copy of the notice will also be sent to your agent or broker and the loss payee.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you, your agent or broker and the loss payee written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. MAILING OF NOTICES

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 21 20 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENNESSEE UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Tennessee, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy on the inception date unless another date is indicated below.

Named Insured: **Endorsement Effective Date:**
Countersignature Of Authorized Representative
Name: **Title:** **Signature:** **Date:**

SCHEDULE

"Bodily Injury" and "Property Damage"	**$**	**Each "Accident"**
	or	
"Bodily Injury"	**$**	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

This endorsement provides "bodily injury" and "property damage" uninsured motorists insurance unless an "X" is entered below.

[ ] If an "X" is entered in this box this endorsement provides "bodily injury" Uninsured Motorists Coverage only.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the "insured," or "property damage" caused by an "accident." The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle."
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **(2)** of the definition of "uninsured motor vehicle," we will pay under this coverage only if **a.** or **b.** below applies:
   a. The limit of any applicable liability bonds or policies have been exhausted by payments of judgments or settlements; or
   b. A tentative settlement has been made between an "insured" and the insurer of an owner or operator of a vehicle described in Paragraph **(2)** of the definition of "uninsured motor vehicle" and we have been given written notice of such tentative settlement as described in Paragraph **E.4.b.**
3. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members."
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

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c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."

c. The Named Insured for "property damage" only.

C. Exclusions

This insurance does not apply to:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an owner or operator of a vehicle described in Paragraph **(2)** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**

2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. The direct or indirect benefit of any insurer of property.

4. "Bodily injury" sustained by:

a. The individual Named Insured while "occupying" or when struck by a vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form.

b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this coverage form.

c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other coverage form or policy.

5. Property contained in or struck by any vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member" which is not a covered "auto."

6. The first $200 of the amount of "property damage" to the property of each "insured" as the result of any one "accident." This exclusion does not apply if:

a. We insure the Named Insured's covered "auto" for both collision and uninsured motorists "property damage" coverage; and

b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.

7. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.

9. Punitive or exemplary damages.

10. "Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule.

2. The most we will pay for all damages resulting from "bodily injury" to an "insured" when the "insured" is "occupying" an "auto" not owned by the "insured," or is not "occupying" any "auto," is the highest limit of Uninsured Motorists Coverage on an "auto" owned by the "insured."

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage form, any Liability Coverage Form, and any Medical Payments Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation law, disability benefits or similar law.

4. We will not pay for a loss which is paid or payable under Physical Damage Coverage.

E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

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1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance - Primary And Excess Insurance** Provisions in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   a. If there is other applicable insurance available under one or more coverage forms, policies or provisions of coverage, the maximum recovery for damages under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any one coverage form or policy providing coverage.

   b. Subject to Paragraph **a.**, with respect to "bodily injury" to an "insured":

   (1) While not "occupying" a vehicle, only the Uninsured Motorists Coverage applicable to a vehicle, under which the injured person is an "insured," that provides the highest limit of Uninsured Motorists Coverage, will apply. No other coverage form, policy or provision of coverage with lesser limits of Uninsured Motorists Coverage will apply. If two or more coverage forms, policies or provisions of coverage provide the highest limit of Uninsured Motorists Coverage, they will share the loss equally.

   (2) While "occupying" a vehicle owned by that "insured," only the Uninsured Motorists Coverage applicable to that vehicle will apply, and no other coverage form, policy or provision of coverage will apply.

   (3) While "occupying" a vehicle not owned by that "insured," the following will be the priorities of recovery:

FIRST PRIORITY	The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident."
SECOND PRIORITY	If the first priority is exhausted, only the coverage form, policy or provision of coverage applicable to a vehicle under which the "insured" is a named "insured," that provides the highest limit of Uninsured Motorists Coverage.
THIRD PRIORITY	If the first and second priorities are exhausted, only the coverage form, policy or provision of coverage applicable to a vehicle under which the "insured" is other than a named "insured," that provides the highest limit of Uninsured Motorists Coverage.

   If two or more coverage forms, policies or provisions of coverage in the second or third priority provide the highest limit of Uninsured Motorists Coverage, they will equally share the loss applicable to that priority. No coverage forms, policies or provisions of coverage with lesser limits of Uninsured Motorists Coverage will apply to the second or third priority.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved;

   b. Promptly send us copies of the legal papers if a suit is brought.

   c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **F.2.c.(2)** of the definition of "uninsured motor vehicle" must notify us in writing of a tentative settlement between the "insured" and the insurer as described in Paragraph **E.4.b.** and allow us, within 30 days of receipt of both notices, to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   Our rights under this provision, do not apply with respect to a tentative settlement between an "insured" and the insurer of an owner or operator of a vehicle described in Paragraph **(2)** of the definition of "uninsured motor vehicle"; for which we have been notified in accordance with Paragraph **A.2.b.**, to which we:

   a. Consent to the tentative settlement; or

   b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

   If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

   b. We also have a right to recover the advance payment, unless judgment is rendered in favor of the owner or operator of an "uninsured motor vehicle."

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4. The following is added:

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or operator of an "uninsured motor vehicle," or do not agree as to the amount of damages that are recoverable by that "insured," then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated and shall be decided by a court of competent jurisdiction.

b. If a tentative settlement is made between an "insured" and the insurer, owner or operator of the "uninsured motor vehicle" for the full limits of all liability policies or bonds available to the party on whose behalf the tentative settlement is made, and:

(1) We receive written notice from the "insured," sent certified mail return receipt requested or by some other method with written verification, of the "insured's":

(a) Intent to accept the offer thereby releasing the party on whose behalf the offer is made; and

(b) Agreement to submit the uninsured motorists claim to binding arbitration;

(2) We receive written notice from the insurer of the "uninsured motor vehicle," sent certified mail return receipt requested or by some other method with written verification of the offer, and such insurer:

(a) Provides verification of coverage upon request; and

(b) Confirms to us that the owner or operator of the "uninsured motor vehicle" agrees to cooperate in connection with the arbitration of the uninsured motorists claim.

(3) We consent to the tentative settlement in writing, sent certified mail return receipt requested or by some other method with written verification, within 30 days from receipt of both notices described in Paragraphs **1.** and **2.** above, thereby waiving our right to recover payment from the owner or operator of an "uninsured motor vehicle" in exchange for their written agreement to cooperate in connection with the arbitration;

then all issues of tort liability and damages arising out of the ownership, maintenance or use of the "uninsured motor vehicle" shall be arbitrated. However, if the settlement does not release all parties alleged to be liable to the "insured," arbitration of the uninsured motorists claim shall not be conducted until all such parties have been fully and finally disposed by settlement, final judgment or otherwise.

c. We and an "insured" must agree to arbitration and to be bound by the results of that arbitration. In this event, both parties will agree on an arbitrator. If they cannot agree, either party may request that a judge of a court of record for the county where arbitration is pending, designate three (3) potential arbitrators, the parties shall then agree upon one of the three.

d. Unless we and an "insured" agree otherwise, arbitration will be in the county in which the "insured" lives. Rules of evidence applicable to the state courts where the arbitration is conducted will apply.

e. The arbitrator's expense will be paid by:

(1) The "insured," if the arbitrator's award is less than or equal to the total amount collected by the "insured" from settlements or judgments, if any, and the offer made by us at least 15 days prior to arbitration; or

(2) Us, if the arbitrator's award exceeds the total amount collected by the "insured" from settlements or judgments, if any, and the offer made by us at least 15 days prior to arbitration.

F. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury or destruction of:

a. A covered "auto";

b. Property contained in the covered "auto" and owned by the Named Insured or, if the Named Insured is an individual, any "family member"; or

c. Property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto."

2. The following are added to the **Definitions** section:

a. "Family Member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

b. "Occupying" means in, upon, getting in, on, out or off.

c. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

(1) For which no liability bond or policy at the time of an "accident" provides at

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least the amounts required by the applicable law where a covered "auto" is principally garaged;

(2) That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of the limits of liability available for payment to an "insured" under all policies, bonds and securities applicable at the time of the accident:

(a) Is less than the Limit of Insurance for this coverage; or

(b) Has been reduced by payments to persons other than the "insured" to an amount which is less than the limit of liability for this coverage.

(3) For which an insuring or bonding company denies coverage or is or becomes insolvent; or

(4) For which neither the driver nor owner can be identified. The vehicle or "trailer" must either:

(a) Hit an "insured," a covered "auto" or a vehicle an "insured" is "occupying"; or

(b) Cause "bodily injury" or "property damage" without hitting an "insured," a covered "auto" or a vehicle an "insured" is "occupying."

If there is no physical contact with such vehicle or "trailer," the facts of the "accident" must be proven by clear and convincing evidence. We will only accept corroborating evidence of the claim other than the evidence provided by occupants in the covered "auto" or in the vehicle an "insured" is "occupying."

However, "uninsured motor vehicle" does not include any vehicle:

(1) Owned by, or furnished or available for the Named Insured's regular use or, if the Named Insured is an individual, that of any "family member";

(2) Owned or operated by a self-insurer under any applicable motor vehicle law, except as a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

(3) Designed for use mainly off public roads while not on public roads; or

(4) While located for use as a premises.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 21 30 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Illinois, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: **Endorsement Effective Date:**
Countersignature Of Authorized Representative
Name: **Title:** **Signature:** **Date:**

SCHEDULE

Limit Of Insurance: $	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle." The damages must result from "bodily injury" sustained by the "insured" caused by an "accident." The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle."
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members."
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone else "occupying" an "auto" you do not own that is a covered "auto" under this Coverage Form for Liability Insurance.
   d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone else "occupying" an "auto" you do not own that is a covered "auto" under this Coverage Form for Liability Insurance.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.

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2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

3. "Bodily injury" sustained by:

   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

6. "Bodily injury" arising directly or indirectly out of:

   a. War, including undeclared or civil war;

   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Insurance shown in the Schedule or Declarations.

   We will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

   a. $20,000 for "bodily injury" to any one person caused by any one "accident"; and

   b. $40,000 for "bodily injury" to two or more persons caused by any one "accident."

   This provision will not change our total limit of liability.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

   We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Insurance Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this Coverage Form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

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a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

b. Any legal action against us must be brought within two years after the date of the "accident." However, this Paragraph **3.b.** does not apply to an "insured" if, within two years after the date of the "accident," arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

4. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.

5. The following Conditions are added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

ARBITRATION

a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law.

If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.

b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.

c. If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:

(1) Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.

(2) Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceedings, local rules of law as to arbitration procedure and evidence will apply.

d. If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:

(1) $50,000 for "bodily injury" to any one person/$100,000 for "bodily injury" to two or more persons caused by any one "accident"; or

(2) The Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged; or

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured," a covered "auto" or a vehicle an "insured" is "occupying." If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency; or

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c. Designed for use mainly off public roads while not on public roads.

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POLICY NUMBER:

COMMERCIAL AUTO
CA 21 38 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Illinois, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: **Endorsement Effective Date:**
Countersignature Of Authorized Representative
Name: **Title:** **Signature:** **Date:**

SCHEDULE

Limit Of Insurance: $	**Each "Accident"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle." The damages must result from "bodily injury" sustained by the "insured" caused by an "accident." The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle."
2. We will pay only after all liability bonds or policies have been exhausted by payment of judgments or settlements, unless:
   a. We have been given prompt written notice of a "tentative settlement" and decide to advance payment to the "insured" in an amount equal to that "tentative settlement" within 30 days after receipt of notification; or
   b. We and an "insured" have reached a "settlement agreement."
3. Any judgment for damages arising out of a "suit" brought without written notice to us is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members."
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone else "occupying" an "auto" you do not own that is a covered "auto" under this Coverage Form for Liability Insurance.
   d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

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b. Anyone else "occupying" an "auto" you do not own that is a covered "auto" under this Coverage Form for Liability Insurance.

c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured."

C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer under any workers' compensation, disability benefits or similar law.
2. "Bodily injury" sustained by:
   a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
   b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
   c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
3. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in this endorsement.
2. Except in the event of a "settlement agreement," the Limit of Insurance for this coverage shall be reduced by all sums paid or payable:
   a. By or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
   b. Under any workers' compensation, disability benefits or similar law. However, the Limit of Insurance for this coverage shall not be reduced by any sums paid or payable under Social Security disability benefits.
   c. Under any automobile medical payments coverage.
3. In the event of a "settlement agreement," the maximum Limit of Insurance for this coverage shall be the amount by which the limit of insurance for this coverage exceeds the limits of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle."
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form.

E. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

   If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
   c. If the coverage under this Coverage Form is provided:
      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
      (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of

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liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

   a. Give us written notice of a "tentative settlement" and allow us to advance payment in an amount equal to that settlement within 30 days after receipt of notification to preserve our rights against the owner or operator of the "underinsured motor vehicle."

   b. File "suit" against the owner or operator of the "underinsured motor vehicle" prior to the conclusion of a "settlement agreement." Such "suit" cannot be abandoned or settled without giving us written notice of a "tentative settlement" and allowing us 30 days to advance payment in an amount equal to that settlement to preserve our rights against the owner or operator of the "underinsured motor vehicle."

   c. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

   a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

   b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident." However, this Paragraph **3.b.** does not apply if, within two years after the date of the "accident":

      (1) Arbitration proceedings have commenced in accordance with the provisions of this Coverage Form; or

      (2) The "insured" has filed an action for "bodily injury" against the owner or operator of an "underinsured motor vehicle," and such action is:

         (a) Filed in a court of competent jurisdiction; and

         (b) Not barred by the applicable state statute of limitations.

   In the event that the two year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

4. The following is added to **Transfer Of Rights Of Recovery Against Others To Us:**

   Transfer Of Rights Of Recovery Against Others To Us does not apply to damages caused by an "accident" with an "underinsured motor vehicle" if we:

   a. Have been given written notice of a "tentative settlement" between an "insured" and the insurer of an "underinsured motor vehicle"; and

   b. Fail to advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of the notice.

   If we advance payment to the "insured" in an amount equal to the "tentative settlement" within 30 days after receipt of notice:

   a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

   b. We will also have a right to recover the advanced payment.

   However, in the event of a "settlement agreement," we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle."

5. The following Conditions are added:

   REIMBURSEMENT AND TRUST

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   However, in the event of a "settlement agreement," we shall be entitled to recover only for amounts which exceed the limit of bodily injury liability bonds or policies applicable to the owner or operator of the "underinsured motor vehicle."

   ARBITRATION

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured," then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Either party may make a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence

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will apply. A decision agreed to by two of the arbitrators will be binding.

F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Settlement agreement" means we and an "insured" agree that the "insured" is legally entitled to recover, from the owner or operator of the "underinsured motor vehicle," damages for "bodily injury" and, without arbitration, agree also as to the amount of damages. Such agreement is final and binding regardless of any subsequent judgment or settlement reached by the "insured" with the owner or operator of the "underinsured motor vehicle."
4. "Tentative settlement" means an offer from the owner or operator of the "underinsured motor vehicle" to compensate an "insured" for damages incurred because of "bodily injury" sustained in an accident involving an "underinsured motor vehicle."
5. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but their limits are less than the limit of this coverage. However, "underinsured motor vehicle" does not include any vehicle:
   a. Owned or operated by any self-insurer under any applicable motor vehicle law.
   b. Owned by a governmental unit or agency.
   c. Designed for use mainly off public roads while not on public roads.
   d. Which is an "uninsured motor vehicle."

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CNA

IMPORTANT INFORMATION

FOR OUR COMMERCIAL AUTOMOBILE POLICYHOLDERS

Dear Customer and Agent:

Due to increasing requirements imposed by states for insurance reporting or verification, CNA requires detailed information for every vehicle insured on your policy. The following information must be provided for every vehicle insured by CNA prior to the effective date of coverage. Failure to provide this information may result in fines or suspension of your vehicle registration by the state.

- Year, make and model of each vehicle
- License Plate number assigned to the vehicle
- Complete Vehicle Identification Number (VIN) - in most cases 17 digits
- Registrant name for the vehicle as shown exactly on the registration documents for the vehicle

  If Registrant is an individual provide date of birth & Drivers License Number including the state of issue.

  If Registrant is other than a person – provide tax identification or Federal Employer Identification Number (FEIN)
- Registrant Address

Please call your agent or broker with this information.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added to the COMMON POLICY CONDITIONS:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void **ab initio** (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

20020030597010001201443871134

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

   (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

   (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

   (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

   (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

   (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

   "Nuclear material" means "source material", "Special nuclear material" or "by-product material".

   "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

   "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

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"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability; Commercial Liability Umbrella, Employment-Related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
2. Section **II** – Liability Coverage in Paragraph **A.** Coverage under the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms;
3. Section **A.** Coverage under the Legal Liability Coverage Form; and
4. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

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CNA

POLICYHOLDER NOTICE

CNA Commercial Insurance
333 S. Wabash Ave.
Chicago, Illinois 60604-4153

Regarding Your: CNA Commercial Insurance Coverage

Dear CNA Policyholder:

Ethics and proper business conduct has been the cornerstone of CNA since 1897. While much has changed during the last century, our commitment to these core values has not wavered. We strongly believe that proper business conduct is more than the practice of avoiding wrong; it is also a matter of choosing to do right. Nowhere is this more essential than helping in the fight against terrorism. As such, we are committed to complying with U.S. Department of Treasury Office of Foreign Asset Control (OFAC) requirements.

Through a variety of laws, OFAC administers and enforces economic sanctions against countries and groups of individuals, such as terrorists and narcotics traffickers. These laws prohibit **all** United States citizens (including corporations and other entities) and permanent residents from engaging in transactions with sanctioned countries and with individuals and entities on the Specially Designated Nationals (SDN) list. Because all U.S. citizens and companies are subject to this law, we wanted to be sure you were aware of its scope and restrictions. If you haven't already done so, you may want to consider discussing this issue with your legal counsel to ensure you are in compliance.

For insurance companies, accepting premium from, issuing a policy to, insuring property of, or making a claim payment to an individual or entity that is the subject of U.S.-imposed economic sanctions or trade embargoes usually are violations of these laws and regulations. Fines for violating OFAC requirements can be substantial. CNA has established an OFAC compliance program part which includes the use of exclusionary policy language. We believe this makes good business sense for CNA and you.

The purpose of this letter is to advise you that your renewal policy includes OFAC exclusionary policy language, which may reduce or eliminate certain coverage. Specifically, if it is determined that your policy violates certain Federal or State laws or regulations, such as the U.S. list of Specially Designated Nationals or Blocked Persons (organizations or individuals associated with terrorist groups) any term or condition of your policy will be null and void to the extent it violates the applicable laws or regulations of the United States.

We're sure you share our commitment to compliance and thank you for your cooperation.

20020030697010001201443671139

CNA

333 S Wabash
Chicago, Illinois 60604

Policy Number	From Policy Period To	Coverage is Provided By	Agency
C1072670482	10/25/08 10/25/09	Continental Casualty Company	030587010

Named Insured And Address	Agent
SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137	ASTRO NATIONAL INCORPORATED 2001 SPRING RD #175 OAK BROOK, IL 60523

** PAYMENT PLAN SCHEDULE **

IT IS AGREED THAT THE TOTAL ESTIMATED PREMIUM SHOWN IN THE DECLARATIONS OF THIS POLICY IS PAYABLE AS FOLLOWS:

EFFECTIVE DATE	PREMIUM	COMMISSION
10/25/2008	$531.00	15.0
11/25/2008	$176.00	15.0
12/25/2008	$176.00	15.0
01/25/2009	$176.00	15.0
02/25/2009	$176.00	15.0
03/25/2009	$176.00	15.0
04/25/2009	$176.00	15.0
05/25/2009	$176.00	15.0
06/25/2009	$176.00	15.0
07/25/2009	$176.00	15.0
TOTAL PREMIUM	$2,115.00	

ISSUE DATE 10/23/08

20020030587010001201443671140

Rating Date: 10/23/2008
Print Date: 10/23/2008

Policy No.	Named Insured	Effective Date: 10/25/2008
1072670482	SHEAFFER INTERNATIONAL LLC	Expiration Date: 10/25/2009
	800 ROOSEVELT RD	
	BUILDING C , SUITE 20	Written-date: 07/27/2008
	GLEN ELLYN IL 60137	

Company: CCC - Continental Casualty Company
Product: TAP Commercial Automobile

AUTOMOBILE PREMIUM SUMMARY

	PREMIUM
HIRED AUTO	$325
NON OWNED	$303
VEHICLE 0001	$1,487
TOTAL AUTOMOBILE CHARGES	$2,115.00

20020030667010001201443671141

Rating Date: 10/23/2008
Print Date: 10/23/2008

Policy No. 1072670482

Named Insured
SHEAFFER INTERNATIONAL LLC
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN IL 60137

Effective Date: 10/25/2008
Expiration Date: 10/25/2009

Written-date: 07/27/2008

Company: CCC - Continental Casualty Company
Product: TAP Commercial Automobile

AUTOMOBILE PREMIUM SUMMARY

COVERAGE PART RATE MOD FACTS:	LIABILITY	OTHER THAN COLLISION	COLLISION
PACKAGE:	1.000	1.000	1.000
IRPM:	1.000	1.000	1.000
SCHEDULE:	1.000	1.000	1.000
EXPERIENCE:	1.000	1.000	1.000
EXPENSE:	1.000	1.000	1.000
OTHER:	1.000	1.000	1.000
COMMISSION REDUCTION:	1.000	1.000	1.000

HIRED AUTO COVERAGE		LIMIT	DEDUCTIBLE	TERM PREMIUM	TRANSACTION PREMIUM	
Cost of Hire:		IF ANY				
HIRED AUTO SINGLE LIMITS	(IL)	1,000,000	No Deductible	$223	$223	*
UNINSURED MOTORIST-SL	(IL)	1,000,000	N/A	$1	$1	
UNDERINSURED MOTORIST-SL	(IL)	1,000,000	N/A	$1	$1	
HIRED AUTO COMPREHENSIVE	(IL)	N/A	100	$100	$100	*
HIRED AUTO COLLISION	(IL)	N/A	500	INCLUDED	INCLUDED	
Cost of Hire:		IF ANY				
HIRED AUTO SINGLE LIMITS	(NC)	1,000,000	No Deductible	INCLUDED	INCLUDED	
Cost of Hire:		IF ANY				
HIRED AUTO SINGLE LIMITS	(TN)	1,000,000	No Deductible	INCLUDED	INCLUDED	
Cost of Hire:		IF ANY				
HIRED AUTO SINGLE LIMITS	(VA)	1,000,000	No Deductible	INCLUDED	INCLUDED	

* MINIMUM PREMIUM APPLIED

COMMON COVERAGE SUB-TOTAL $325

NON-OWNED AUTO COVERAGE		LIMIT	DEDUCTIBLE	TERM PREMIUM	TRANSACTION PREMIUM
Number of employees:		26			
NON OWNED SINGLE LIMITS	(IL)	1,000,000	No Deductible	$289	$289
NON OWNED UNINSURED MOTORI	(IL)	1,000,000	N/A	$5	$5
NON OWNED UNDERINSURED MOT	(IL)	1,000,000	N/A	$9	$9

COMMON COVERAGE SUB-TOTAL $303

20220300687010001201443671142

VEHIGLE: 0001

YEAR MODEL: 2002 DESC: FORD F150 COST NEW: $21,420 CLASS CODE: 01299

SERIAL/VIN NUMBER: 2FTRF18262CA95838 GARAGE STATE: TN TERRITORY: 025

COVERAGE	LIMIT	DEDUCTIBLE	TERM PREMIUM	TRANSACTION PREMIUM
COMPREHENSIVE	N/A	500	$95	$95
COLLISION	N/A	500	$269	$269
SINGLE LIMITS	1,000,000	No Deductible	$1,049	$1,049
UNINSURED MOTORIST-SL	1,000,000 BOD IN	N/A	$74	$74
VEHICLE SUB-TOTAL				$1,487.00

Total Automobile Premium $2,115.00

20020030687010001201443671143

CNA

QUALITY ASSURANCE FORM

Help Us To Serve You Better

Every effort has been made to produce a quality product for you. Please review this transaction, and if it is incorrect list the correction needed in the space provided below and fax this Quality Assurance Form to us at 877-363-8669 or email to ciet@cna.com

Questions pertaining to any transaction should be referred to CNA Customer Interaction Center at 877-574-0540, Option 3

Please send routine requests via standard ACORD forms through the same method you are using today. The preferred method is by fax to 877-363-8669

Insured/Account Name: SHEAFFER INTERNATIONAL LLC

Policy Number: C 1072670482 **Line of Business:** BUA

Agent Name: ASTRO NATIONAL INCORPORATED

Producer code: 030587 **Branch:** CHICAGO BRANCH

Transaction Type: Renewal

Transaction Effective Date: 10/25/2008

Your Transaction was processed by Commercial Insurance Center - Maitland, FL

C ID: BY C770645

_____ **Transaction Incorrect – See Below.** _____ **Transaction Processed Correctly**

Correction needed:

ASTRO NATIONAL

OCT 27 2008

RECEIVED

2002030587010001201443671102

CNA

Boiler & Machinery

Renewal Declaration

POLICY NUMBER
R 1078568770

COVERAGE PROVIDED BY
CONTINENTAL CASUALTY COMPANY
333 S. WABASH
CHICAGO, IL. 60604

FROM - POLICY PERIOD - TO
12/05/2008 12/05/2009

INSURED NAME AND ADDRESS
SHEAFFER INTERNATIONAL LLC
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

AGENCY NUMBER
030587

AGENCY NAME AND ADDRESS
ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK, IL 60523
Phone Number: (630)571-2929

BRANCH NUMBER
010

BRANCH NAME AND ADDRESS
CHICAGO BRANCH
333 E BUTTERFIELD RD. STE 700
LOMBARD, IL 60148
Phone Number: (630)719-3000

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

The Named Insured is a Limited Liability Corporation

Your policy is composed of this Declarations, with the attached Common Policy Conditions, Coverage Forms, and Endorsements, if any. The Policy Forms and Endorsement Schedule shows all forms applicable to this policy at the time of policy issuance.

The Policy Premium Is $2,378.00

Terrorism Risk Insurance Extension Act Premium $.00

In return for the payment of the premium, and subject to all the terms and conditions contained here-in, we agree to provide the insurance as stated.

POLICY NUMBER	INSURED NAME AND ADDRESS
R 1078568770	SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137

BOILER & MACHINERY SCHEDULE

800 Rossevelt Rd

Glen Ellyn, IL

Hillsboro Rd & Moran Rd
Franklin, TN 37064

1551 Thompson Station Road West
Thompson Station, TN 37179-9253

Insurance applies only to a coverage for which a Limit of Insurance a number of Days/Hours Or the word INCLUDED is shown. If INCLUDED is shown then the limit for that coverage is part of the Limit Per Breakdown.

COVERAGE	LIMIT OF INSURANCE or DAYS/HOURS
Limit Per Breakdown	$1,168,000
2a Property Damage	INCLUDED
2b Expediting Expense	$25,000
2c Business Income/Extra Expense	INCLUDED
Extra Expense Only	
Extended Period of Restoration (Number of days of coverage)	5 Days
Data or Media ($25,000 Limit of Insurance) or	
2d Spoilage Damage	
2e Utility Interruption	$1,000,000
Coverage applies only if the interruption of services lasts at least:	24 Hours
2f Newly Acquired Premises	INCLUDED
(Number of days of coverage)	90 Days
2g Ordinance or Law	$500,000
2h Errors and Omissions	
2i Brands and Labels	
2j Contingent Business Income/Extra Expense	

Covered Premises:

Sales, Services or Materials:
Unless a higher limit or INCLUDED is shown the most we will pay for direct damage to covered property is $25,000 for each of the following. These limits are part of, not in addition, to the Property Damage or Limit per Breakdown.

COVERAGE LIMITATIONS	LIMIT OF INSURANCE
Ammonia Contamination	
Consequential Loss	
Data and Media	
Hazardous Substance	
Water Damage	
CONDITIONS and OPTIONAL COVERAGES	
Business Income Report Date	
Business Income Annual Value	$533,000
Business Income Coinsurance Percentage	Waived
Diagnostic Equipment (Included or Excluded)	EXCLUDED

POLICY NUMBER	INSURED NAME AND ADDRESS
R 1078568770	SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137

BOILER & MACHINERY SCHEDULE

The deductible applies only to a coverage for which an amount, hours, days, times daily value or the word INCLUDED is shown. If INCLUDED is shown, then the deductible for that coverage is part of the Combined Deductible.

DEDUCTIBLES	AMOUNTS, HOURS or DAYS
Combined Deductible	
Property Damage	$5,000
Business Income and Extra Expense	1 X AVERAGE DAILY VALUE
Extra Expense	
Contingent Business Income/Extra Expense	
Spoilage Damage	
Utility Interruption - Property Damage	
Utility Interruption - Indirect Damage	24 HOURS

The deductible for the following coverages is included with the Property Damage Deductible unless a different amount is shown.

Ammonia Contamination
Consequential Loss
Data & Media
Hazardous Substance
Water Damage
Expediting Expense

POLICY NUMBER	INSURED NAME AND ADDRESS
R 1078568770	SHEAFFER INTERNATIONAL LLC 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137

FORMS AND ENDORSEMENTS SCHEDULE

FORM NUMBER		FORM TITLE
BM0020	07/2001	Equipment Breakdown Protection Coverage Form
BM0103	06/1995	Illinois Changes
BM1531	07/2001	Business Income - Report of Values
BM9953	07/2001	Report of Total Insurable Value
BM9954	01/2004	Limited Cov for Fungus Wet Rot Dry Rot Bacteria
BM9959	07/2001	Actual Cash Value
G144291A	03/2003	Economic And Trade Sanctions Condition
G147179B	03/2006	Breakdown Covered Cause of Loss Revision
G147180B	02/2005	Business Income Coinsurance Revision
IL0003	09/2007	Calculation of Premium
IL0017	11/1998	Common Policy Conditions
IL0952	01/2008	Cap on Losses From Certified Acts of Terrorism
G56015B	11/1991	Blank Text Boiler & Machinery

***** PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY *****

FORM NUMBER		FORM TITLE
G144233F	01/2008	Notice - Offer of Terrorism Disclosure of Premium
G145041A	05/2003	IMP INF Economic And Trade Sanctions Condition
G147121C	02/2007	Notice to Policyholders Jurisdictional Inspections

Countersignature

Chairman of the Board

Secretary

POLICY NUMBER
R 1078568770

INSURED NAME AND ADDRESS
SHEAFFER INTERNATIONAL LLC
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

POLICY CHANGES
Blank Text Boiler & Machinery

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

"IT IS HEREBY AGREED THAT "DAILY VALUE" IS SUBSTITUTED FOR "AVERAGE DAILY VALUE" WHEREVER SHOWN IN THE DECLARATION'S PAGE."

Chairman of the Board

Secretary

G-56015-B (ED. 11/91)

EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F** – Definitions.

A. *Coverage*

1. Covered Cause Of Loss

Covered Cause of Loss is a "Breakdown" to "Covered Equipment".

2. Coverages Provided

Each of the following coverages is provided if either a limit or the word INCLUDED is shown for that coverage in the Declarations. If neither a limit nor the word INCLUDED is shown, then that coverage is not provided.

These coverages apply only to that portion of the loss or damage that is a direct result of a Covered Cause of Loss.

a. Property Damage

We will pay for direct damage to "Covered Property" located at the premises described in the Declarations.

b. Expediting Expenses

With respect to direct damage to "Covered Property" we will pay for the extra cost you necessarily incur to:

(1) Make temporary repairs; and

(2) Expedite the permanent repairs or replacement of the damaged property.

c. Business Income And Extra Expense – Extra Expense Only

(1) We will pay:

(a) Your actual loss of "Business Income" during the "Period of Restoration"; and

(b) The "Extra Expense" you necessarily incur to operate your business during the "Period of Restoration".

However, if coverage for "Extra Expense" Only is indicated in the Declarations, then coverage for "Business Income" is not provided.

We will consider the experience of your business before the "Breakdown" and the probable experience you would have had without the "Breakdown" in determining the amount of our payment.

(2) If you have coverage for "Business Income" and "Extra Expense" or for "Extra Expense" Only and:

(a) If a number of days is shown in the Declarations for Extended Period of Restoration Coverage, it will replace the five consecutive days in the definition of "Period of Restoration".

(b) If you have coverage for Ordinance or Law, then the "Period of Restoration" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction.

(c) If "Media" is damaged or "Data" is lost or corrupted, we will pay your actual loss of "Business Income" and/or "Extra Expense" during the time necessary to:

(i) Research, replace or restore the damaged "Media" or lost or corrupted "Data"; and

(ii) Reprogram instructions used in any covered "Computer Equipment".

There shall be no coverage for any "Media" or "Data" that we determine is not or cannot be replaced or restored.

Unless a higher limit is shown in the Declarations, we will pay the lesser of your actual loss of "Business Income" and/or "Extra Expense" up to 30 days after the "Period of Restoration" or $25,000.

d. Spoilage Damage

(1) We will pay for the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:

(a) The raw materials, property in process or finished products must be in storage or in the course of being manufactured;

(b) You must own or be legally liable under written contract for the raw

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materials, property in process or finished products; and

(c) The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.

(2) We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this Coverage Form.

e. Utility Interruption

If you have coverage for Business Income And Extra Expense – Extra Expense Only and/or Spoilage Damage, that coverage is extended to include loss resulting from the interruption of utility services provided all of the following conditions are met:

(1) The interruption is the direct result of a "Breakdown" to "Covered Equipment" owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which you receive;

(2) The "Covered Equipment" is used to supply electric power, communication services, air conditioning, heating, gas, sewer, water or steam to your premises; and

(3) The interruption of utility service to your premises lasts at least the consecutive period of time shown in the Declarations. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

f. Newly Acquired Premises

We will automatically provide coverage at newly acquired premises you have purchased or leased. This coverage begins at the time you acquire the property and continues for a period not exceeding the number of days indicated in the Declarations for Newly Acquired Premises, under the following conditions:

(1) You must inform us, in writing, of the newly acquired premises as soon as practicable;

(2) You agree to pay an additional premium as determined by us;

(3) The coverage for these premises will be subject to the same terms, conditions, exclusions and limitations as other insured premises; and

(4) If the coverages and deductibles vary for existing premises, then the coverages for the newly acquired premises will be the broadest coverage and highest limits and deductible applicable to the existing premises.

g. Ordinance Or Law Coverage

The following applies despite the Ordinance or Law Exclusion and provided these increases in loss are necessitated by the enforcement of any laws or ordinances that are in force at the time of the "Breakdown", which regulate the demolition, construction, repair or use of the building or structure. With respect to the building or structure that was damaged as a result of a "Breakdown":

(1) We will pay for:

(a) The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building or structure;

(b) Your actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of such undamaged property; and

(c) The increased cost actually and necessarily expended to:

(i) Repair or reconstruct the damaged or destroyed portions of the building or structure; and

(ii) Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:

i. The same premises or on another premises if you so elect. However if you rebuild at another premises, the most we will pay is the increased cost of construction that we would have paid to rebuild at the same premises; or

ii. Another premises if the relocation is required by the ordinance or law. The most we will pay is the increased cost of construction at the new premises.

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(2) We will not pay for any:

(a) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;

(b) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;

(c) Loss due to any ordinance or law that:

(i) You were required to comply with before the loss, even if the building was undamaged; and

(ii) You failed to comply with;

(d) Increase in the loss, excess of the amount required to meet the minimum requirement of any ordinance or law enforcement at the time of the "Breakdown"; or

(e) Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency.

(3) If:

(a) The building or structure is damaged by a "Breakdown" that is covered under this policy;

(b) There is other physical damage that is not covered under this policy; and

(c) The building damage in its entirety results in enforcement of ordinance or law;

then we will not pay the full amount of the loss under this coverage. Instead, we will pay only that proportion of such loss; meaning the proportion that the covered "Breakdown" loss bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this policy and such damage is the subject of the ordinance or law, then there is no Ordinance Or Law coverage under this Coverage Part even if the building has also sustained damage by a covered "Breakdown".

h. Errors And Omissions

We will pay for any loss or damage, which is not otherwise payable under this Coverage Part solely because of the items listed below:

(1) Any error or unintentional omission in the description or location of property as insured under this Coverage Part or in any subsequent amendments;

(2) Any failure through error to include any premises owned or occupied by you at the inception date of this Coverage Part; or

(3) Any error or unintentional omission by you that results in cancellation of any premises insured under this policy.

No coverage is provided as a result of any error or unintentional omission by you in the reporting of values or the coverage you requested.

It is a condition of this coverage that such errors or unintentional omissions shall be reported and corrected when discovered. The policy premium will be adjusted accordingly to reflect the date the premises should have been added had no error or omission occurred.

i. Brands And Labels

(1) If branded or labeled merchandise that is "Covered Property" is damaged by a "Breakdown", we may take all or any part of the property at an agreed or appraised value. If so, you may:

(a) Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or

(b) Remove the brands or labels if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with any law.

(2) We will pay reasonable costs you incur to perform the activity described in Paragraphs **(1)(a)** and **(1)(b),** but the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.

j. Contingent Business Income And Extra Expense – Extra Expense Only Coverage

(1) Subject to the same terms and conditions, the Business Income And Extra Expense or Extra Expense Only Coverage provided by this Coverage Part is extended to cover your loss, if any, resulting from a "Breakdown" to "Covered Equipment" at a premises shown in the Declarations, that is not owned or operated by you which:

(a) Wholly or partially prevents the delivery of services or materials shown in the Declarations, to you or from you to others for your account; or

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(b) Results in the loss of sales at your premises shown in the Declarations.

(2) You shall use your influence to induce the contributing or recipient premises to make use of any other machinery, equipment, supplies or premises available in order to resume operations and delivery of services or materials to you, or the acceptance of products or services from you. You shall cooperate with the contributing or recipient premises to this effect in every way, but not financially unless authorized by us.

B. Exclusions

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

The exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Ordinance Or Law

Increase in loss from the enforcement of any ordinance, law, rule, regulation or ruling which restricts or regulates the repair, replacement, alteration, use, operation, construction, installation, clean-up or disposal of "Covered Property".

However the words use and operation shall be eliminated as respects a covered "Breakdown" to electrical supply and emergency generating equipment located on the premises of a Hospital.

2. Earth Movement

Earth movement, including but not limited to earthquake, landslide, land subsidence, mine subsidence or volcanic action.

3. Water

a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

b. Mudflow or mudslide;

c. Water damage caused by backup of sewer, drains or drainage piping; or

d. Water damage caused by the discharge or leakage of a sprinkler system or domestic water piping.

4. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

5. War Or Military Action

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

6. An explosion. However, we will pay for direct loss or damage caused by an explosion of "Covered Equipment" of a kind specified in **a.** through **g.** below, if not otherwise excluded in this Section **B.**:

a. Steam boiler;

b. Electric steam generator;

c. Steam piping;

d. Steam turbine;

e. Steam engine;

f. Gas turbine; or

g. Moving or rotating machinery when such explosion is caused by centrifugal force or mechanical breakdown.

7. Fire or combustion explosion including those that:

a. Result in a "Breakdown";

b. Occur at the same time as a "Breakdown"; or

c. Ensue from a "Breakdown".

8. Explosion within the furnace of a chemical recovery type boiler or within the passage from the furnace to the atmosphere.

9. Damage to "Covered Equipment" undergoing a pressure or electrical test.

10. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.

11. Depletion, deterioration, corrosion, erosion, or wear and tear. However, if a "Breakdown" occurs, we will pay the resulting loss or damage.

12. A "Breakdown" that is caused by any of the following causes of loss if coverage for that cause of loss is provided by another policy of insurance you have, whether collectible or not:

a. Aircraft or vehicles;

b. Freezing caused by cold weather;

c. Lightning;

d. Sinkhole collapse;

e. Smoke;

f. Riot, civil commotion or vandalism; or

g. Weight of snow, ice or sleet.

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13. A "Breakdown" that is caused by Windstorm or Hail.

14. A delay in, or an interruption of any business, manufacturing or processing activity except as provided by the Business Income And Extra Expense, Extra Expense Only and Utility Interruption Coverages.

15. With respect to Business Income And Extra Expense, Extra Expense Only and Utility Interruption Coverages, the following additional exclusions shall apply:

    a. The business that would not or could not have been carried on if the "Breakdown" had not occurred;

    b. Your failure to use due diligence and dispatch and all reasonable means to operate your business as nearly normal as practicable at the premises shown in the Declarations; or

    c. The suspension, lapse or cancellation of a contract following a "Breakdown" extending beyond the time business could have resumed if the contract had not lapsed, been suspended or canceled.

16. Lack or excess of power, light, heat, steam or refrigeration except as provided by the Business Income And Extra Expense, Extra Expense Only, Spoilage Damage and Utility Interruption Coverages.

17. With respect to Utility Interruption Coverage, any loss resulting from the following additional causes of loss whether or not coverage for that cause of loss is provided by another policy you have:

    a. Acts of sabotage;

    b. Collapse;

    c. Deliberate act(s) of load shedding by the supplying utility;

    d. Freezing caused by cold weather;

    e. Impact of aircraft, missile or vehicle;

    f. Impact of objects falling from an aircraft or missile;

    g. Lightning;

    h. Riot, civil commotion or vandalism;

    i. Sinkhole collapse;

    j. Smoke; or

    k. Weight of snow, ice or sleet.

18. Any indirect result of a "Breakdown" to "Covered Equipment" except as provided by the Business Income And Extra Expense, Extra Expense Only, Spoilage Damage and Utility Interruption Coverages.

19. Neglect by you to use all reasonable means to save and preserve "Covered Property" from further damage at and after the time of the loss.

C. Limits Of Insurance

1. The most we will pay for any and all coverages for loss or damage from any "One Breakdown" is the applicable Limit of Insurance shown in the Declarations.

2. Any payment made will not be increased if more than one insured is shown in the Declarations.

3. For each coverage in Paragraph **A.2.** if:

    a. INCLUDED is shown in the Declarations, the limit for such coverage is part of, not in addition to, the Limit per Breakdown.

    b. A limit is shown in the Declarations, we will not pay more than the Limit of Insurance for each such coverage.

4. For any "Covered Equipment" that is:

    a. Used solely to supply utility services to your premises;

    b. Owned by a public or private utility;

    c. Not in your care, custody or control and for which you are legally liable; and

    d. Covered under this Coverage Form;

    the Limit of Insurance for Property Damage stated in the Declarations is deleted and replaced by the sum of one dollar.

    If you are a public or private utility, **4.b.** is deleted and replaced by the following:

    b. Owned by a public or private utility other than you;

5. Unless a higher limit or INCLUDED is shown in the Declarations, the most we will pay for direct damage as a direct result of a "Breakdown" to "Covered Equipment" is $25,000 for each of the following. The limits are part of, not in addition to, the Limit of Insurance for Property Damage or Limit per Breakdown.

    a. Ammonia Contamination

    The spoilage to "Covered Property" contaminated by ammonia, including any salvage expense.

    b. Consequential Loss

    The reduction in the value of undamaged "Stock" parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

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c. Data And Media

Your cost to research, replace or restore damaged "Data" or "Media" including the cost to reprogram instructions used in any "Computer Equipment".

d. Hazardous Substance

Any additional expenses incurred by you for the clean-up, repair or replacement or disposal of "Covered Property" that is damaged, contaminated or polluted by a "Hazardous Substance".

As used here, additional expenses mean the additional cost incurred over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss.

Ammonia is not considered to be a "Hazardous Substance" as respects this limitation.

This coverage applies despite the operation of the Ordinance or Law Exclusion.

e. Water Damage

The damage to "Covered Property" by water including any salvage expenses, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

D. Deductibles

1. Application Of Deductibles

We will not pay for loss or damage resulting from any "One Breakdown" until the amount of covered loss or damage exceeds the deductible shown in the Declarations for each applicable coverage. We will then pay the amount of covered loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

Deductibles apply separately for each applicable coverage except if:

a. A deductible is shown as COMBINED for any of the coverages in the Declarations, then we will first subtract the combined deductible amount from the aggregate amount of any loss to which the combined deductible applies; or

b. More than one "Covered Equipment" is involved in "One Breakdown", then only one deductible, the highest, shall apply for each of the applicable coverages.

2. Determination Of Deductibles

a. Dollar Deductible

If a dollar deductible is shown in the Declarations, we will first subtract the deductible amount from any loss we would otherwise pay.

b. Time Deductible

If a time deductible is shown in the Declarations, we will not be liable for any loss under that coverage that occurs during that specified time period immediately following a "Breakdown". If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

c. Multiple Of Daily Value Deductible

If a multiple of daily value is shown in the Declarations, this deductible will be calculated as follows:

(1) For the entire premises where the loss occurred, determine the total amount of "Business Income" that would have been earned during the "Period of Restoration" had no "Breakdown" taken place.

(2) Divide the result in Paragraph **(1)** by the number of days the business would have been open during the "Period of Restoration". The result is the daily value.

(3) Multiply the daily value in Paragraph **(2)** by the number of days shown in the Declarations. We will first subtract this deductible amount from any loss we would otherwise pay. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

d. Percentage Of Loss Deductible

If a deductible is expressed as a percentage of loss in the Declarations, we will not be liable for the indicated percentage of gross amount of loss or damage (prior to the applicable deductible or coinsurance) insured under the applicable coverage.

e. Minimum Or Maximum Deductibles

(1) If:

(a) A minimum dollar amount deductible is shown in the Declarations; and

(b) The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is less than the Minimum Deductible;

then the Minimum Deductible amount shown in the Declarations will be the applicable deductible.

(2) If:

(a) A maximum dollar amount deductible is shown in the Declarations; and

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(b) The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is greater than the Maximum Deductible;

then the Maximum Deductible amount shown in the Declarations will be the applicable deductible.

E. Equipment Breakdown Protection Conditions

The following conditions apply in addition to the Common Policy Conditions:

1. Loss Conditions

a. Abandonment

There can be no abandonment of any property to us.

b. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

(1) Pay its chosen appraiser; and

(2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

c. Defense

We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

d. Duties In The Event Of Loss Or Damage

(1) You must see that the following are done in the event of loss or damage to "Covered Property":

(a) Give us a prompt notice of the loss or damage. Include a description of the property involved.

(b) As soon as possible, give us a description of how, when and where the loss or damage occurred.

(c) Allow us a reasonable time and opportunity to examine the property and premises before repairs are undertaken or physical evidence of the "Breakdown" is removed. But you must take whatever measures are necessary to protect the property and premises from further damage.

(d) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

(e) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

(f) Cooperate with us in the investigation or settlement of the claim.

(2) We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

e. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

f. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

(1) There has been full compliance with all the terms of this Coverage Part; and

(2) The action is brought within 2 years after the date of the "Breakdown"; or

(3) We agree in writing that you have an obligation to pay for damage to "Covered Property" of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this policy to bring us into any action to determine your liability.

g. Loss Payable Clause

(1) We will pay you and the loss payee shown in the Declarations for loss due to a "Breakdown" to "Covered Equipment", as interests may appear. The insurance

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covers the interest of the loss payee unless the loss results from conversion, secretion or embezzlement on your part.

(2) We may cancel the policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel we will mail you and the loss payee the same advance notice.

(3) If we make any payment to the loss payee, we will obtain their rights against any other party.

h. Other Insurance

(1) You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

(2) If there is other insurance covering the same loss or damage, other than that described in Paragraph **(1)**, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

i. Privilege To Adjust With Owner

In the event of loss or damage involving property of others in your care, custody or control, we have the right to settle the loss or damage with the owner of the property. A receipt for payment from the owner of that property will satisfy any claim of yours against us.

j. Reducing Your Loss

As soon as possible after a "Breakdown" you must:

(1) Resume business, partially or completely;

(2) Make up for lost business within a reasonable period of time. This reasonable period does not necessarily end when operations are resumed; and

(3) Make use of every reasonable means to reduce or avert loss including:

(a) Working extra time or overtime at the premises or at another premises you own or acquire to carry on the same operations;

(b) Utilizing the property and/or services of other concerns;

(c) Using merchandise or other property, such as surplus machinery, duplicate parts, equipment, supplies and surplus or reserve stock you own, control or can obtain; or

(d) Salvaging the damaged "Covered Property".

k. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment.

That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

(1) Prior to a loss to your "Covered Property" or covered income.

(2) After a loss to your "Covered Property" or covered income only if, at time of loss, that party is one of the following:

(a) Someone insured by this insurance;

(b) A business firm:

(i) Owned or controlled by you; or

(ii) That owns or controls you; or

(c) Your tenant.

This will not restrict your insurance.

l. Valuation

(1) We will determine the value of "Covered Property" in the event of loss or damage as follows:

(a) The cost to repair, rebuild or replace the damaged property with property of same kind, capacity, size or quality on the same site or another site whichever is the less costly; or

(b) The cost actually and necessarily expended in repairing, rebuilding, or replacing on the same site or another site whichever is the less costly;

except we will not pay for such damaged property that is obsolete and useless to you.

(2) If you elect or we require that the repair or replacement of the damaged "Covered Equipment" be done in a manner that:

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(a) Improves the environment;

(b) Increases efficiency; or

(c) Enhances safety;

while maintaining the existing function, then we will pay, subject to the limit of insurance, up to an additional 25% of the property damage amount for the "Covered Equipment" otherwise recoverable.

(3) If:

(a) Any damaged "Covered Property" is protected by an extended warranty, or maintenance or service contract; and

(b) That warranty or contract becomes void or unusable due to a "Breakdown";

we will reimburse you for the unused costs of non-refundable, non-transferable warranties or contracts.

(4) Unless we agree otherwise in writing, if you do not repair or replace the damaged property within 24 months following the date of the "Breakdown", then we will pay only the smaller of the:

(a) Cost it would have taken to repair or replace; or

(b) Actual cash value at the time of the "Breakdown".

(5) If all of the following conditions are met, property held by you for sale will be valued at the selling price as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had:

(a) The property was manufactured by you;

(b) The selling price of the property is more than the replacement cost of the property; and

(c) You are unable to replace the property before its anticipated sale.

(6) We will pay for loss to damaged "Data" or "Media" as follows:

(a) Replacement cost for "Data" or "Media" that are mass produced and commercially available; and

(b) The cost you actually spend to reproduce the records on blank material for all other "Data" or "Media" including the cost of gathering or assembling information for such reproduction.

However, we will not pay for "Data" or "Media" that we determine is not or cannot be replaced with "Data" or "Media" of like kind and quality or property of similar functional use.

(7) We will determine the value of "Covered Property" under Spoilage Damage Coverage as follows:

(a) For raw materials, the replacement cost;

(b) For property in process, the replacement cost of the raw materials, the labor expended and the proper proportion of overhead charges; and

(c) For finished products, the selling price, as if no loss or damage had occurred, less any discounts you offered and expenses you otherwise would have had.

(8) Any salvage value of property obtained for temporary repairs or use following a "Breakdown" which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

m. The following additional conditions apply to the Business Income and Extra Expense Coverage:

(1) Annual Reports

You must complete an Annual Report of Values Form approved by us once each year. Your reports must reach us within three months of the annual report date shown in the Declarations and each anniversary of that date.

(2) Adjustment Of Premium

Upon receipt of the annual reports of values you furnish us, we will determine the amount of premium we earned for the past year. If the amount determined is more than the premium we have already charged for this coverage, you must pay the difference. If the amount determined is less than the premium we originally charged, we will refund the difference. However, the amount we return will not exceed 75% of the premium we originally charged.

(3) Coinsurance

This Coinsurance condition applies only if we did not receive your annual report of values form within three months of the due date as outlined in Paragraph **(1)**.

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(a) We will not pay the full amount of any loss if:

(i) The "Business Income Actual Annual Value" at the time of loss is greater than the "Business Income Estimated Annual Value" shown in your latest report; or

(ii) Your report was received by us more than three months after the due date, or your report is overdue.

(b) Instead we will determine the most we will pay using the following steps:

(i) Divide the "Business Income Estimated Annual Value" by the "Business Income Actual Annual Value" at the time of the "Breakdown";

(ii) Multiply the total amount of the covered loss of "Business Income" by the figure determined in Step **(i)**; and

(iii) Subtract any applicable deductible from the amount determined in Step **(ii)**.

We will pay the amount determined in Step **(iii)** or the Business Income and Extra Expense limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

If coverage is provided for more than one premises, then this Coinsurance Condition applies separately to each premises.

2. General Conditions

a. Additional Insured

If a person or organization is designated in this Coverage Part as an additional insured, we will consider them to be an insured under this Coverage Part to the extent of their interest.

b. Bankruptcy

The bankruptcy or insolvency of you or your estate will not relieve us of our obligation under this Coverage Part.

c. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact by you or any other insured, at any time, concerning:

(1) This Coverage Part;

(2) The "Covered Property";

(3) Your interest in the "Covered Property"; or

(4) A claim under this Coverage Part.

d. Liberalization

If we adopt any standard form revision for general use that would broaden coverage in this Coverage Part without additional premium, the broadened coverage will immediately apply to this Coverage Part if the revision is effective within 45 days prior to or during the policy period.

e. Mortgageholder

(1) The term – mortgageholder – includes trustee.

(2) We will pay for direct damage to "Covered Property" due to a "Breakdown" to "Covered Equipment" to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.

(3) The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the "Covered Equipment".

(4) If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:

(a) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(c) Has notified us of any change in ownership or material change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

(5) If we pay the mortgageholder for any loss and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(a) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(b) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

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At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

(6) If we cancel this policy, we will give written notice to the mortgageholder at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

(7) If we do not renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

(8) If we suspend coverage, it will also be suspended as respects the mortgageholder. We will give written notice of the suspension to the mortgageholder.

f. No Benefit To Bailee

No person or organization, other than you, having custody of "Covered Property" will benefit from this insurance.

g. Policy Period, Coverage Territory

Under this Coverage Part:

(1) We cover loss or damage commencing:

(a) During the policy period shown in the Declarations; and

(b) Within the coverage territory.

(2) The coverage territory is:

(a) The United States of America (including its territories and possessions);

(b) Puerto Rico; and

(c) Canada.

h. Premium And Adjustments

You shall report to us 100% of the total insurable values at each premises every year as of the anniversary date. The values shall be reported separately for each of the coverages provided. Premium for each anniversary will be promulgated for the ensuing period on the basis of rates in effect at the anniversary date and for all values at risk.

You agree to keep the applicable records for each policy year available for inspection by our representatives at all times during business hours, during the respective policy year, and for a period of twelve months after the end of the respective policy year or after cancellation of this Coverage Part.

i. Suspension

Whenever "Covered Equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from a "Breakdown" to that "Covered Equipment". This can be done by delivering or mailing a written notice of suspension to:

(1) Your last known address; or

(2) The address where the "Covered Equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "Covered Equipment".

If we suspend your insurance, you will get a pro rata refund of premium for that "Covered Equipment". But the suspension will be effective even if we have not yet made or offered a refund.

3. Joint Or Disputed Loss Agreement

a. This condition is intended to facilitate payment of insurance proceeds when:

(1) Both a commercial property policy and this equipment breakdown protection policy are in effect;

(2) Damage occurs to Covered Property that is insured by the commercial property policy and this equipment breakdown protection policy; and

(3) There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.

b. This condition does not apply if:

(1) Both the commercial property insurer(s) and we do not admit to any liability; and

(2) Neither the commercial property insurer(s) nor we contend that coverage applies under the other insurer's policy.

c. The provisions of this condition apply only if all of the following requirements are met:

(1) The commercial property policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements,

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procedures and conditions as contained in this condition;

(2) The damage to the Covered Property was caused by a loss for which:

(a) Both the commercial property insurer(s) and we admit to some liability for payment under the respective policies; or

(b) Either:

(i) The commercial property insurer(s) does not admit to any liability for payment, while we contend that:

i. All liability exists under the commercial property policy; or

ii. Some liability exists under both the commercial property policy and this equipment breakdown protection policy;

(ii) We do not admit to any liability for payment, while the commercial property insurer(s) contends that:

i. All liability exists under this equipment breakdown protection coverage policy; or

ii. Some liability exists under both the commercial property policy and this equipment breakdown protection policy; or

(iii) Both the commercial property insurer(s) and we:

i. Do not admit to any liability for payment; and

ii. Contend that some or all liability exists under the other insurer's policy; and

(c) The total amount of the loss is agreed to by you, the commercial property insurer(s) and us.

d. If the requirements listed in Paragraph **c.** above are satisfied, we and the commercial property insurer(s) will make payments to the extent, and in the manner, described as follows:

(1) We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this equipment breakdown protection policy and one-half (1/2) the amount of the loss that is in disagreement.

(2) The commercial property insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the commercial property policy and one-half (1/2) the amount of loss that is in disagreement.

(3) Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs **(1)** and **(2),** do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.

(4) The amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the equivalent Loss Agreement(s) of the commercial property policy.

(5) The amount to be paid under this condition shall not exceed the amount we would have paid had no commercial property policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.

(6) Acceptance by you of sums paid under this condition does not alter, waive or surrender any other rights against us.

e. Arbitration

(1) If the circumstances described in Paragraph **c.(2)(a)** exist and the commercial property insurer(s) and we agree to submit our differences to arbitration, the commercial property insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this condition.

(2) If any of the circumstances described in Paragraph **c.(2)(b)** exist, then the commercial property insurer(s) and we agree to submit our differences to arbitration within 90 days after payment of the loss under the terms of this condition.

(3) You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the commercial property insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any

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award can be entered in any court that has jurisdiction.

f. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which Liquidated Damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

F. Definitions

1. "Breakdown":

   a. Means the following direct physical loss, that causes damage to "Covered Equipment" and necessitates its repair or replacement:

   (1) Failure of pressure or vacuum equipment;

   (2) Mechanical failure including rupture or bursting caused by centrifugal force; or

   (3) Electrical failure including arcing;

   unless such loss or damage is otherwise excluded within this Coverage Form.

   b. Does not mean or include:

   (1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;

   (2) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to "Covered Equipment";

   (3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

   (4) Damage to any vacuum tube, gas tube, or brush;

   (5) Damage to any structure or foundation supporting the "Covered Equipment" or any of its parts;

   (6) The functioning of any safety or protective device; or

   (7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

2. "Business Income" means the:

   a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and

   b. Continuing normal operating expenses incurred, including payroll.

3. "Business Income Actual Annual Value" means the sum of the net income and continuing normal operating expenses incurred, including payroll that would have been earned had the "Breakdown" not occurred.

4. "Business Income Estimated Annual Value" means the sum of the net income and continuing normal operating expenses incurred, including payroll as estimated by you in the most recent business income annual value report on file with us.

5. "Computer Equipment" means:

   a. Your programmable electronic equipment that is used to store, retrieve and process data; and

   b. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

   It does not include "Data" or "Media".

6. "Covered Equipment":

   a. Means and includes any:

   (1) Equipment built to operate under internal pressure or vacuum other than weight of contents;

   (2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy;

   (3) Communication equipment, and "Computer Equipment"; and

   (4) Equipment in Paragraphs **(1)**, **(2)** and **(3)** that is owned by a public or private utility and used solely to supply utility services to your premises.

   However, if Coverage **A.2.e.** Utility Interruption is provided, then Paragraph **6.a.(4)** does not apply.

   Except for Paragraph **6.a.(4)**, Utility Interruption and Contingent Business Income And Extra Expense – Extra Expense Only Coverages, the "Covered Equipment" must be

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located at a premises described in the Declarations and be owned, leased, or operated under your control.

b. Does not mean or include any:

(1) "Media";

(2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;

(3) Insulating or refractory material, but not excluding the glass lining of any "Covered Equipment";

(4) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;

(5) Catalyst;

(6) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;

(7) Structure, foundation, cabinet or compartment supporting or containing the "Covered Equipment" or part of the "Covered Equipment" including penstock, draft tube or well casing;

(8) Vehicle, aircraft, self-propelled equipment or floating vessel including any "Covered Equipment" that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;

(9) Dragline, excavation, or construction equipment including any "Covered Equipment" that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;

(10) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;

(11) Machine or apparatus used solely for research, diagnosis, medication, surgical, therapeutic, dental or pathological purposes including any "Covered Equipment" that is mounted upon or used solely with any one or more machine(s) or apparatus unless Diagnostic Equipment is shown as INCLUDED in the Declarations; or

(12) Equipment or any part of such equipment manufactured by you for sale.

7. "Covered Property" means any property that:

a. You own; or

b. Is in your care, custody or control and for which you are legally liable.

8. "Data" means:

a. Programmed and recorded material stored on "Media"; and

b. Programming records used for electronic data processing, or electronically controlled equipment.

9. "Extra Expense" means the additional cost you incur to operate your business during the "Period of Restoration" over and above the cost that you normally would have incurred to operate the business during the same period had no "Breakdown" occurred.

10. "Hazardous Substance" means any substance other than ammonia that has been declared to be hazardous to health by a government agency.

11. "Media" means electronic data processing or storage media such as films, tapes, discs, drums or cells.

12. "One Breakdown" means if an initial "Breakdown" causes other "Breakdowns", all will be considered "One Breakdown". All "Breakdowns" at any one premises that manifest themselves at the same time and are the direct result of the same cause will be considered "One Breakdown".

13. "Period of Restoration" means the period of time that:

a. Begins at the time of the "Breakdown" or 24 hours before we receive notice of "Breakdown" whichever is later; and

b. Ends 5 consecutive days after the date when the damaged property at the premises described in the Declarations is repaired or replaced with reasonable speed and similar quality.

14. "Stock" means merchandise held in storage or for sale, raw materials, property in process or finished products including supplies used in their packing or shipping.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART

A. CANCELLATION (Common Policy Conditions) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. **a.** We may cancel this policy by mailing to you written notice stating the reason for cancellation.
   b. If we cancel for nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
   c. If we cancel for a reason other than nonpayment of premium, we will mail the notice at least:
   (1) 30 days prior to the effective date of cancellation if the policy has been in effect for less than 60 days.
   (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
   a. Nonpayment of premium;
   b. The policy was obtained through a material misrepresentation;
   c. Any insured has violated any of the terms and conditions of the policy;
   d. The risk originally accepted has measurably increased;
   e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
   f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail written notice of nonrenewal no less than 60 days before the expiration date to:
   a. You; and
   b. The broker, if known to us, or the agent of record.
2. Even if we do not comply with these terms, this policy will terminate:
   a. On the expiration date if:
   (1) You fail to perform any of your obligations in connection with the payment of the premium for the policy, or any installment payment, whether payable directly to us or our agents or indirectly under any premium finance plan or extension of credit; or
   (2) We have indicated our willingness to renew this policy to you or your representative; or
   (3) You have notified us or our agent that you do not want to renew this policy.
   b. On the effective date of any other insurance replacing this policy.

C. Mailing of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

D. The following is added to the LEGAL ACTION AGAINST US Condition:

The 2 year period for legal action against us is extended by the number of days between the date the statement of loss is filed with us and the date we deny the claim in whole or in part.

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POLICY NUMBER:

BOILER AND MACHINERY
BM 99 54 01 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED COVERAGE FOR FUNGUS, WET ROT, DRY ROT AND BACTERIA

This endorsement modifies insurance provided under the following:

EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM

SCHEDULE

Revised Limit $
Separate Premises Option [ ] YES [ ] NO
Revised Limits **Description Of Premises**
$
Business Income And Extra Expense or Extra Expense Only – Revised number of days
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Exclusion

The following exclusion is added to Section **B. Exclusions** in the Coverage Form:

"Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or activity of "Fungus", wet or dry rot or bacteria. However, if a "Breakdown" occurs, we will pay the resulting loss or damage.

This Exclusion does not apply to the extent that coverage is provided in Paragraph **B.** Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria for that portion of any loss or damage resulting from the presence, growth, proliferation, spread or activity of "Fungus", wet or dry rot or bacteria as a result of a "Breakdown".

B. Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. Property Damage

We will pay for loss or damage by "Fungus", wet or dry rot or bacteria only when the "Fungus", wet or dry rot or bacteria is the direct result of a "Breakdown" to "Covered Equipment" that occurs during the policy period. As used in this Limited Coverage, the term loss or damage means:

a. Direct physical loss or damage to "Covered Property" caused by "Fungus", wet or dry rot or bacteria including the cost of removal of the "Fungus", wet or dry rot or bacteria;

(1) The cost to tear out and replace any "Covered Property" as needed to gain access to the "Fungus", wet or dry rot or bacteria; and

(2) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "Fungus", wet or dry rot or bacteria are present.

b. The coverage described under Paragraph **B.1.a.** of this Limited Coverage is limited to $15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "Breakdown" to "Covered Equipment" which take place within the 12-month period starting with the beginning of the present annual policy period. With respect to a particular occurrence of loss which results in "Fungus", wet or dry rot or bacteria, we will not pay more than a total of $15,000 even if the "Fungus", wet or dry rot or bacteria continues to be present or active or recurs in a later policy period.

c. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any "Covered Property". If a particular occurrence results in loss or damage by "Fungus", wet or dry rot or bacteria, and other loss or damage,

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we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected "Covered Property".

If there is covered loss or damage to "Covered Property" not caused by "Fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "Fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

d. If a Revised Limit is shown in the Schedule, the amount of $15,000 in Paragraph **B.1.b.** is deleted and replaced by the amount indicated in the Schedule.

e. If the Schedule indicates that the Separate Premises Option applies, then the amount of coverage ($15,000, unless a higher amount is shown in the Schedule) is made applicable to separate premises as described in the Schedule. For each premises so described, the amount of coverage is an annual aggregate limit, subject to the terms set forth in Paragraph **B.1.b.**

2. Business Income And Extra Expense Or Extra Expense Only

a. If you have coverage for Business Income And Extra Expense or Extra Expense Only, then the following Paragraphs **2.a.(1)** or **2.a.(2)** apply provided that the incurred loss or expense satisfies the terms and conditions applicable to the Business Income And Extra Expense or Extra Expense Only coverage.

(1) If:

(a) The "Breakdown"; or

(b) Any damage from water resulting from the "Breakdown"

which resulted in "Fungus", wet or dry rot or bacteria, does not in itself generate a loss of "Business Income" or an "Extra Expense" but the loss of "Business Income" or "Extra Expense" is solely due to loss or damage to property caused by "Fungus", wet or dry rot or bacteria, then our payment under Business Income And Extra Expense or Extra Expense Only is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

(2) If a covered loss of "Business Income" or an "Extra Expense" was caused by loss or damage other than "Fungus", wet or dry rot or bacteria but remediation of "Fungus", wet or dry rot or bacteria prolongs the "Period of Restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "Period of Restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

b. If a Revised Number of Days is shown in the Schedule, the number of days (30) in Paragraphs **2.a.(1)** or **2.a.(2)** is deleted and replaced by the number of days indicated in the Schedule.

C. Limits Of Insurance Paragraph **C.5.e. Water Damage** is deleted and replaced with the following:

e. Water Damage

The damage to "Covered Property" by water including any salvage expenses, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

If "Fungus", wet or dry rot or bacteria results from damage by water as limited in this paragraph, loss or damage attributable to "Fungus", wet or dry rot or bacteria will be:

(1) Limited as described in Paragraphs **B.1.a.** through **B.1.e.** of this endorsement; and

(2) Part of the Water Damage limit, not in addition to it.

D. If you have coverage for Ordinance Or Law then with respect to Property Damage, Business Income And Extra Expense or Extra Expense Only, we will not pay under the Ordinance Or Law Coverage for:

1. Loss or expense sustained due to the enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to the presence, growth, proliferation, spread or any activity of "Fungus", wet or dry rot or bacteria; or

2. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "Fungus", wet or dry rot or bacteria.

E. The following is added to the **Definitions:**

"Fungus" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM

SCHEDULE*

Premises All Premises on File
"Covered Equipment" ACV Covered Equipment 20 yrs of age or older
* Information required to complete this schedule, if not shown on this endorsement, will be shown in the Declarations.

Condition **I.(1) Property Damage Valuation** of the Coverage Form is deleted in its entirety and replaced by the following for any listed "Covered Equipment":

I. Valuation

(1) Property Damage

We will pay you the amount you spend to repair or replace "Covered Property" directly damaged by a "Breakdown" on the following basis:

(a) Our payment will be the lesser of the:

(i) Cost to repair or replace the damaged property with property of same kind, capacity, size or quality on the same site or another site whichever is less costly; or

(ii) Actual cash value of the damaged property.

The valuation of "Covered Property" will be as of the time of "Breakdown".

Except we will not pay for such damaged property that is obsolete and useless to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

"BREAKDOWN" COVERED CAUSE OF LOSS REVISION

This endorsement modifies insurance provided under the following:

EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM

A. Paragraph **12.** of Section **B. Exclusions**, is deleted in its entirety and replaced by the following:

12. A "Breakdown" that is caused by any of the following causes of loss if coverage for that cause of loss is provided by another policy of insurance you have, whether collectible or not:

a. Aircraft, missiles or vehicles;

b. Freezing caused by cold weather;

c. Lightning;

d. Sinkhole collapse;

e. Smoke;

f. Riot, civil commotion or vandalism;

g. Weight of snow, ice or sleet;

h. Theft or burglary, including any property damaged during a theft or burglary;

i. Impact of objects falling from an aircraft or missile;

j. Collapse; or

k. Acts of sabotage.

B. Paragraph **1.** "Breakdown" of Section **F. Definitions,** is deleted in its entirety and replaced by the following:

1. "Breakdown":

a. Means sudden and accidental direct physical loss to "Covered Equipment," which manifests itself by physical damage, necessitating its repair or replacement, unless such loss is otherwise excluded within this Coverage Form.

b. Does not mean or include:

(1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;

(2) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time to provide instructions to "Covered Equipment";

(3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

(4) Damage to any vacuum tube, gas tube, or brush;

(5) Damage to any structure or foundation supporting the "Covered Equipment" or any of its parts;

(6) The functioning of any safety or protective device; or

(7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

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BUSINESS INCOME COINSURANCE REVISION

This endorsement modifies insurance provided under the following:

EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM

A. Subparagraph **(2) Adjustment of Premium** of Section **E. Equipment Breakdown Protection Conditions**, Paragraph **m.** is deleted in its entirety.

B. Subparagraph **(3) Coinsurance**, of Section **E. Equipment Breakdown Protection Conditions**, Paragraph **m.**, is deleted in its entirety and replaced by the following:

(3) Coinsurance

This Coinsurance condition applies only if we did not receive your annual report of values form within three months of the due date as outlined in Subparagraph **(1) Annual Reports** of Section **E. Equipment Breakdown Protection Conditions**, Paragraph **m.**:

(a) We will not pay the full amount of any loss if the "Business Income Actual Annual Value" at the time of loss is greater than the "Business Income Estimated Annual Value" at the time of loss.

(b) Instead, we will determine the most we will pay using the following steps:

(i) Divide the "Business Income Estimated Annual Value" by the "Business Income Actual Annual Value" at the time of the "Breakdown";

(ii) Multiply the total amount of the covered loss of "Business Income" by the figure determined in Step **(i)**; and

(iii) Subtract any applicable deductible from the amount determined in Step **(ii)**.

We will pay the amount determined in Step **(iii)** or the Business Income and Extra Expense limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

If coverage is provided for more than one premises, then the Coinsurance Condition applies separately to each premises.

C. Paragraph **4.** "Business Income Estimated Annual Value" of Section **F. Definitions**, is deleted in its entirety and replaced by the following:

4. "Business Income Estimated Annual Value" means the sum of the net income and continuing normal operating expenses incurred, including payroll as provided by you in the most recently submitted business income annual values on file with us at the time this policy was issued, renewed or modified.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added to the COMMON POLICY CONDITIONS:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void **ab initio** (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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CNA

IMPORTANT INFORMATION

NOTICE - OFFER OF TERRORISM COVERAGE
NOTICE - DISCLOSURE OF PREMIUM

THIS NOTICE DOES NOT FORM A PART OF YOUR POLICY, GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Notice is designed to alert you to coverage restrictions and to certain terrorism provisions in the policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

CHANGE IN THE DEFINITION OF A CERTIFIED ACT OF TERRORISM

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Originally the Act provides that to be certified an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States. However, the 2007 reauthorization of the Act no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism."

In accordance with the Act, we are required to offer you coverage for losses resulting from an act of terrorism that is certified under the federal program. The policy's other provisions, including nuclear, war or military action exclusions, will still apply to such an act. The premium charge for terrorism coverage is shown separately on your Policy Declarations, and is also included in the total premium.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

If aggregate insured losses attributable to terrorist acts certified under the Act exceed $100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where, if aggregate insured losses attributable to terrorist acts certified under the Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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CNA

POLICYHOLDER NOTICE

CNA Commercial Insurance
333 S. Wabash Ave.
Chicago, Illinois 60604-4153

Regarding Your: CNA Commercial Insurance Coverage

Dear CNA Policyholder:

Ethics and proper business conduct has been the cornerstone of CNA since 1897. While much has changed during the last century, our commitment to these core values has not wavered. We strongly believe that proper business conduct is more than the practice of avoiding wrong; it is also a matter of choosing to do right. Nowhere is this more essential than helping in the fight against terrorism. As such, we are committed to complying with U.S. Department of Treasury Office of Foreign Asset Control (OFAC) requirements.

Through a variety of laws, OFAC administers and enforces economic sanctions against countries and groups of individuals, such as terrorists and narcotics traffickers. These laws prohibit **all** United States citizens (including corporations and other entities) and permanent residents from engaging in transactions with sanctioned countries and with individuals and entities on the Specially Designated Nationals (SDN) list. Because all U.S. citizens and companies are subject to this law, we wanted to be sure you were aware of its scope and restrictions. If you haven't already done so, you may want to consider discussing this issue with your legal counsel to ensure you are in compliance.

For insurance companies, accepting premium from, issuing a policy to, insuring property of, or making a claim payment to an individual or entity that is the subject of U.S.-imposed economic sanctions or trade embargoes usually are violations of these laws and regulations. Fines for violating OFAC requirements can be substantial. CNA has established an OFAC compliance program part which includes the use of exclusionary policy language. We believe this makes good business sense for CNA and you.

The purpose of this letter is to advise you that your renewal policy includes OFAC exclusionary policy language, which may reduce or eliminate certain coverage. Specifically, if it is determined that your policy violates certain Federal or State laws or regulations, such as the U.S. list of Specially Designated Nationals or Blocked Persons (organizations or individuals associated with terrorist groups) any term or condition of your policy will be null and void to the extent it violates the applicable laws or regulations of the United States.

We're sure you share our commitment to compliance and thank you for your cooperation.

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CNA

333 S Wabash
Chicago, Illinois 60604

Policy Number	From Policy Period To	Coverage is Provided By	Agency
R1078568770	12/05/08 12/05/09	Continental Casualty Company	030587010

Named Insured And Address

SHEAFFER INTERNATIONAL LLC
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

Agent

ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK, IL 60523

** PAYMENT PLAN SCHEDULE **

THE BILLING FOR THIS POLICY WILL BE FORWARDED TO YOU DIRECTLY FROM CNA.

THE PREMIUM AMOUNT FOR THIS TRANSACTION IS $2,378.00 .

THIS PREMIUM WILL BE INVOICED BY CNA ON A SEPARATE STATEMENT ACCORDING TO THE PAYMENT OPTION YOU SELECT.

PREMIUM	COMMISSION RATE	COMMISSION DOLLARS
$2,378.00	15.0	$356.70

ISSUE DATE 12/02/08

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Rating Date: 12/02/2008
Print Date: 12/02/2008

Policy No.	Named Insured	Effective Date: 12/05/2008
1078568770	SHEAFFER INTERNATIONAL LLC	Expiration Date: 12/05/2009
	800 ROOSEVELT RD	
	BUILDING C , SUITE 20	Written-date: 09/05/2008
	GLEN ELLYN IL 60137	

Company: CCC - Continental Casualty Company
Product: TAP Monoline -- Boiler and Machinery

BOILER & MACHINERY COVERAGE SUMMARY

PREMISES: All premises on file, except any listed separately

COVERAGE:
Insurance applies only to a coverage for which Limit of Insurance, a number of Days/Hours or the word INCLUDED is shown. If INCLUDED is shown, then the limit for that coverage is part of the Limit Per Breakdown.

Limit Per Breakdown	$1,168,000
2a Property Damage	Included
2b Expediting Expense	$25,000
2c Business Income/Extra Exp	Included
Extra Expense Only	
Extended Period of Restoration(# of Days of Coverage)	5
Data or Media ($25,000 Limit) or	
2d Spoilage Damage	
2e Utility Interruption Damage	$1,000,000
Waiting Period(Hours)	24
2f Newly Acquired Premises	Included
(# of Days of Coverage)	90
2g Ordinance or Law	$500,000
2h Errors and Omissions	
2i Brands and Labels	
2j Contingent Business Income/Extra Exp	

COVERAGE LIMITATIONS:
Unless a higher limit or INCLUDED is shown, the most we will pay for direct damage to covered property is $25,000 for each of the following. These limits are part of, not in addition, to the Property Damage or Limit Per Breakdown.

Ammonia Contamination
Consequential Loss
Data and Media
Hazardous Substances
Water Damages

DEDUCTIBLES:
The deductible applies only to a coverage for which an amount, hours, days, times daily value, or the word INCLUDED is shown. If INCLUDED is shown, then the deductible for that coverage is part of the combined deductible.

Combined Deductible		$0
Property Damage		$5,000
Business Income and Extra Exp	1	x Average Daily Value
Extra Expense		

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Contingent Business Income/Extra Expense
Spoilage Damage
Utility Interruption - Property Damage
Utility Interruption - Indirect Damage 24 Hours

The deductible for the following coverages is included in the Property Damage Deductible unless a different amount is shown.

Ammonia Contamination
Consequential Loss
Data and Media
Hazardous Substances
Water Damage
Expediting Expense

ENDORSEMENTS:
Refrigeration Interruption
-Limit
-Property Damage Deductible
-Indirect Damage Deductible
-Waiting Period (Hours)
Fungus - Increased Limit
-Revised Limit
-Separate Premises Option
-Business Income and Extra Exp:
Revised # of Days

TOTAL TRANSACTION PREMIUM $2,378.00

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CNA

QUALITY ASSURANCE FORM

Help Us To Serve You Better

Every effort has been made to produce a quality product for you. Please review this transaction, and if it is incorrect list the correction needed in the space provided below and fax this Quality Assurance Form to us at 877-363-8669 or email to ciet@cna.com

Questions pertaining to any transaction should be referred to CNA Customer Interaction Center at 877-574-0540, Option 3

Please send routine requests via standard ACORD forms through the same method you are using today. The preferred method is by fax to 877-363-8669

Insured/Account Name: SHEAFFER INTERNATIONAL LLC

Policy Number: R 1078568770 **Line of Business:** BM

Agent Name: ASTRO NATIONAL INCORPORATED

Producer code: 030587 **Branch:** CHICAGO BRANCH

Transaction Type: Renewal

Transaction Effective Date: 12/05/2008

Your Transaction was processed by Commercial Insurance Center - Maitland, FL

C ID: BY C68230

_____ **Transaction Incorrect – See Below.** _____ ***Transaction Processed Correctly***

Correction needed:

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CNA

IMPORTANT INFORMATION

NOTICE TO POLICYHOLDERS
JURISDICTIONAL INSPECTIONS

Many states and some cities issue certificates permitting the continued operation of certain equipment such as boilers, water heaters, pressure vessels, etc. Periodic inspections are normally required to renew these certificates. In most jurisdictions, insurance company employees who have been licensed are authorized to perform these inspections.

If:

- You own or operate equipment that requires a certificate from a state or city to operate legally, and
- We insure that equipment under this Policy, and
- You would like us to perform the next required inspection:

Then:

Fill in the form on the next page and mail/fax to the appropriate address/fax number for your account locations (if multiple locations in both territories, please fax to both numbers). Note the following:

- Your jurisdiction(s) may charge you a fee for renewing a certificate. It is your responsibility to pay such a fee.
- All the provisions of the INSPECTION AND SURVEYS condition apply to the inspections described in this notice.

ADDRESS/FAX NUMBERS:

Eastern: CNA Boiler & Machinery Risk Control
4 Century Drive, Suite 202
Parsippany, NJ 07054
973-540-5028 (FAX)

(AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, OK, PA, RI, SC, TN, TX, VA, VT, WV)

Western: CNA Boiler & Machinery Risk Control
600 North Pearl Street, 14th floor
Dallas, TX, 75201
214-220-5675 (FAX)

(AK, AZ, CA, CO, HI, IA, ID, IL, IN, KS, KY, MI, MN, MO, MT, ND, NE, NM, NV, OH, OR, SD, UT, WA, WI, WY)

REMINDER

If new equipment is installed or old equipment replaced that requires a jurisdictional inspection, please let us know by faxing/mailing the new information to address/fax number listed above.

If this is a renewal and information (locations) has not changed, please disregard this notice.

If inspection and maintenance are outside of your area of responsibility, we would appreciate your forwarding this notice to the appropriate person. **If no response is received, we are assuming there are no jurisdictional objects at your location(s) and no inspections are required.**

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REQUEST FOR JURISDICTIONAL INSPECTION

Insured Name:

Policy Number:	Policy Term:

Location Address[1]	City	State	Zip
1.			
2.			
3.			
4.			

Contact Person:
Telephone number (including area code):

Equipment Type[2,3,4] (Boiler, Pressure Vessel)	Certificate Number (State #)	Certificate Expiration Date

Completed by:

Telephone Number:

ADDRESS/FAX NUMBERS:

Eastern: CNA Boiler & Machinery Risk Control
4 Century Drive, Suite 202
Parsippany, NJ 07054
973-540-5028 (FAX)

(AL, AR, CT, DC, DE, FL, GA, LA, MA, MD, ME, MS, NC, NH, NJ, NY, OK, PA, RI, SC, TN, TX, VA, VT, WV)

Western: CNA Boiler & Machinery Risk Control
600 North Pearl Street, 14th floor
Dallas, TX, 75201
214-220-5675 (FAX)

(AK, AZ, CA, CO, HI, IA, ID, IL, IN, KS, KY, MI, MN, MO, MT, ND, NE, NM, NV, OH, OR, SD, UT, WA, WI, WY)

[1]If multiple objects and/or multiple locations, please list all required information on separate page(s).

[2]Boiler is defined as an enclosed vessel heated by fuel or electricity to produce steam or hot water.

[3]Pressure Vessel is defined as an enclosed vessel (tank) greater than 6 cubic feet (18 inches x 40 inches) to store liquid or gas under pressure for use when needed.

[4]LPG (ex: propane, propylene, butane & butylenes) Tank with vapor pressures not exceeding that allowed for commercial propane. California requirement only.

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POLICY NUMBER:

BOILER AND MACHINERY
BM 15 31 07 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME – REPORT OF VALUES

Complete this endorsement and send it to your Company.

Named Insured:

Premises:

	Actual Values for 12 Month Period Ending		Estimated Values for 12 Month Period Beginning	
A. Total annual net sales (Gross sales less discounts, returns, bad accounts and prepaid freight, if included in sales). If manufacturing, add increase or subtract decrease in inventory, at net selling price, of finished products during period reported. If rents, net sales means gross rents less discounts, returns, allowance to customers, bad accounts, sales taxes.		$_____		$_____
B. Add other earnings (if any) derived from operation of the business:				
1. Cash discounts received		_____		_____
2. Commissions or rents from leased departments		_____		_____
3.		_____		_____
C. Total (**A.** plus **B.**)		$_____		$_____
D. Deduct only cost of:				
1. Merchandise sold, including packaging materials	$_____		$_____	
2. Materials and supplies consumed directly in manufacturing the finished product or in supplying services you sold	_____		_____	
3. Services purchased from outsiders (not your employees) for resale which do not continue under contract	_____		_____	
4. Total deductions		$_____		$_____
E. Total net profits, fixed charges and expenses (**C.** minus **D.**)		$_____		$_____
F. Number of working days in period reported		_____		_____

_____ _____

Signature of you or your authorized representative Date

ASTRO NATIONAL

DEC 0 4 2008

RECEIVED

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REPORT OF TOTAL INSURABLE VALUE

INSURING COMPANY: _____

INSURED: _____

PREMISES: _____

CITY, STATE, ZIP: _____

OCCUPANCY: _____ CLASS CODE: _____

The Equipment Breakdown Protection Rating Program for the above premises requires the use of the Total Insurable Value (TIV).

PROPERTY **VALUES**

Total insurable values for property at the premises: $ _____

The value to be used is the current replacement value of all property at the premises excluding stock, i.e. the cost to replace the property at the same site with property of like kind, capacity, size, and quality.

_____ _____

(Name and Title of Official – Please Print) (Date)

_____

(Signature)

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CHUBB

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

(for policies with no terrorism exclusion or sublimit)
Insuring Company: Federal Insurance Company

You are hereby notified that, under the Terrorism Risk Insurance Act (the "Act"), effective December 26, 2007, this policy makes available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage.

However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed $100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your policy's annual premium that is attributable to insurance for such acts of terrorism is: $ **-0-.**

If you have any questions about this notice, please contact your agent or broker.

IMPORTANT NOTICE TO POLICYHOLDERS

Insuring Company: Federal Insurance Company

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

CHUBB

December 22, 2008

Sheaffer International LLC
800 Roosevelt Road
Building C Suite 20
Glen Ellyn, IL 60137

Important Information: Please read!

Insuring Company: Federal Insurance Company

Thank you for purchasing your Kidnap/Ransom and Extortion coverage from Chubb. As a leading provider of this specialized coverage, Chubb has the safety of your employees and corporate assets as our top priority. To accomplish this goal, we can provide you with the following tools:

RISKNET™
Your Chubb Kidnap/Ransom and Extortion coverage provides you with access to The Ackerman Group's widely followed RISKNET database. RISKNET is an Internet-based service that analyzes terrorism, criminal, and political stability risks around the world.

To register for RISKNET, please complete the on-line RISKNET registration form at **http://csi.chubb.com/products/k-r/**.

For more information about RISKNET, see page 2 of this packet.

IN THE EVENT OF A KIDNAPPING
As a client of Chubb, you are guaranteed immediate response from The Ackerman Group Inc. In the event of a kidnapping, you may **immediately** contact The Ackerman Group (**305.865.0072**, day or night) and identify your corporation as a Chubb insured.

For more information on how to respond to a kidnapping, see page 3 of this packet.

RISK MANAGEMENT GUIDES

For your free copy of *Managing Travel Risks*, a useful guide for international travelers, and *Managing Terrorism Risks*, a guide to controlling international travel risks for our insureds, please contact your agent or broker.

For more information about our risk management guides, see page 5 of this packet.

CHUBB

RISKNET™

Terrorism is a fact of life, and corporate leaders must deal with its risks when transacting business around the world. Well-managed companies can take steps to help protect their investments and employees from kidnapping and other acts of terrorism by having a crisis management strategy in place.

Prevent a crisis...Learn how to help protect your company from terrorism

While no one can predict when or where a kidnapper or an extortionist might strike, there are steps you can take to help protect your company and your employees in the event of such a threat.

Risk management is the foundation to safeguarding your employees and corporate assets.

RISKNET™
Your Chubb Kidnap/Ransom and Extortion coverage also provides you with access to The Ackerman Group's widely followed RISKNET database. RISKNET is an Internet-based service that analyzes terrorism, criminal, and political stability risks around the world. Updated every business day and accessible anytime from anywhere in the world, RISKNET compliments your Kidnap/Ransom and Extortion coverage with features that include:

The Executive Digest: A news bulletin of breaking developments that could affect your travel and overseas operations. It is published at 9 a.m. eastern time and updated during the business day during periods of emergency.

Country Summaries: Summaries of current terrorism, crime and politically unstable environments in 90 countries designed for both decision-makers and travelers.

The Airline Guide: Contains a listing of major worldwide airlines rating each on terrorism, hijacking, and bombing risk factors. Included is a synopsis of current concerns. This listing is updated a minimum of every three months.

The City Guide: Offers recommendations on the best means of traveling from the airport to town, the most appropriate ways of getting around (by foot and/or vehicle), and the safest hotels in more than 125 cities worldwide. It also addresses special security concerns.

We encourage you to use this valuable risk management tool when making international travel plans and important international business decisions.

How to Register for RISKNET

To register for RISKNET, please complete the on-line RISKNET registration form at **http://csi.chubb.com/products/k-r/**. This will automatically register your organization for access. You will receive your username and password from The Ackerman Group within 3 business days. If you encounter difficulties with the on-line form, please contact the RISKNET administrator of The Ackerman Group directly at 305.865.0072 to register for RISKNET.

Please note that RISKNET information is copyrighted and intended solely for the use of subscribers and their employees. Data may not be made available to clients, subcontractors, distributors, or any other third parties without the express written consent of The Ackerman Group. If you have any questions regarding RISKNET, please contact the RISKNET administrator at 305.865.0072.

IN THE EVENT OF A KIDNAPPING

Chubb is pleased to provide this information in cooperation with The Ackerman Group, one of the world's preeminent security consulting firms in the field of corporate-related terrorism. Since 1978, The Ackerman Group has made itself immediately available, 24 hours a day, to Chubb customers who have kidnap/ransom & extortion insurance coverage. If you have questions regarding The Ackerman Group's services, you may contact them directly at 305.865.0072.

Before a crisis...

Perhaps the most important step your company can take to react effectively to a kidnapping is to plan ahead, appoint the right people to a crisis management team, and make certain field and home office staff know how to contact a team member.

Plan ahead by making these preparations

1) Establish a corporate crisis management team made up of three core people:

   a) The ultimate decision maker, normally the CEO.

   b) The coordinator, often the corporate security director, risk manager, or chief of international operations.

   c) The general counsel.

The team might also include a finance officer (to raise the ransom), a personnel specialist (to oversee the care of the hostage's family), and a public relations specialist (to handle press inquiries). Since the first hours following a kidnapping are critical to successful resolution, early decisions should be made by key corporate decision makers in consultation with The Ackerman Group, not by a field manager or staff.

2) Create a communications infrastructure so field managers know who is on the crisis management team and how to notify them the moment an emergency occurs. Stress that immediate notification of the crisis management team, even before notifying local law enforcement authorities, is necessary to ensure effective handling of the situation consistent with procedures established for these emergency situations.

The Initial Response to a Kidnapping

When a threat occurs...

In general, neither the field manager nor the crisis management team should try to thwart the attempt alone, but should swiftly do the following.

The field manager should:

1) Contact a crisis management team member (usually the coordinator) immediately upon learning of, or suspecting, a kidnapping.

2) Give all the known details about the circumstances of the abduction, the medical condition of the hostage, and the content of any communications from the kidnappers.

The crisis management team should:

1) Ask the field manager (or other caller) for the specifics about the abduction circumstances, hostage's medical condition, content of kidnappers' communications, and other useful information.

2) Instruct the field manager (or other senior representative) not to talk to the press and not to report the incident to local law-enforcement authorities until the crisis management team gives the go-ahead. (This assumes local authorities have not already been notified.)

3) Direct the field manager to prepare appropriate staff members to expect written or telephone communications from the kidnappers and to record phone calls if possible. Call recipients should merely listen to the demands and ask the kidnappers to call back. They should not attempt to negotiate.

4) Tell the field manager to stand by for further instructions from the crisis management team. Emphasize no one should attempt to handle this emergency alone.

5) Convene a meeting of the crisis management team and immediately contact The Ackerman Group (305.865.0072, day or night). When calling, identify the corporation as a Chubb insured. The Ackerman representative will normally participate in the initial team meeting by speakerphone, and then spearhead the recovery effort. However, all significant decisions will be referred to the crisis management team.

The Ackerman Group, Inc.

As a customer of Chubb, you are guaranteed immediate response from The Ackerman Group Inc., an independent international security consulting firm retained to assist your organization in a time of crisis. The Ackerman Group can handle all aspects of a hostage recovery, including negotiations, liaison with law enforcement agencies, conversion and protection of ransom funds, and even delivery of ransom funds.

Mike Ackerman, Managing Director, is widely acknowledged as one of America's leading authorities on terrorism, Mike Ackerman's forte is recovering kidnap victims. He has lectured at the National War College, the Harvard Business School and Dartmouth's Amos Tuck School of Business Administration, and appeared before the crisis-management teams of numerous multinational corporations. Ackerman served in the CIA's Clandestine Services for 11 years before resigning in 1975. In the CIA he had undertaken intelligence operations in some 20 European, Latin American and African countries. Fluent in Spanish and conversant in Russian and Italian, Ackerman graduated from Dartmouth College magna cum laude and holds an M.A. from Columbia. He was a security officer in the Strategic Air Command.

Clients can also contact The Ackerman Group for consultation on security procedures and crisis management prior to an extortion threat.

RISK MANAGEMENT GUIDES

More Information

If you would like more information about your kidnap/ransom & extortion insurance coverage from Chubb or you would like a free copy of *Managing Travel Risks*, a useful guide for international travelers, and *Managing Terrorism Risks*, a guide to controlling international travel risks for our insureds, we encourage you to talk to your agent or broker.

This document is for information only. It is offered as a resource to be used together with your professional insurance advisers in maintaining a loss prevention program. No liability is assumed by reason of the information this document contains.

For promotional purposes, Chubb refers to member insurers of the Chubb Group of Insurance Companies underwriting coverage.

The precise coverage afforded is subject to the terms, conditions and exclusions of the policies as issued. Not all insurers do business in all jurisdictions.

Chubb Group of Insurance Companies
82 Hopmeadow Street
Simsbury, CT 06070-7683

http://csi.chubb.com

Notice to Purchasers of Employment Practices Liability Coverage or Fiduciary Liability Coverage

Insuring Company: Federal Insurance Company

As a purchaser of an Employment Practices Liability Coverage Section and/or a Fiduciary Liability Coverage Section, please note that the Company has the right and duty to defend any Claim (as such term is defined in the Definitions section of each applicable Coverage Section) covered by each applicable Coverage Section, unless such Coverage Section has been amended by written endorsement. Defense counsel for any such Claim shall be selected by the Company from the Company's list of approved defense firms. Please also note that, as a condition precedent to any right to coverage under each applicable Coverage Section, all Claims must be reported to the Company in writing in the manner and within the time provided in the Reporting and Notice provisions of such Coverage Section.

For a list of approved defense firms, please contact your insurance agent or broker, or access such list by using the following internet address:

http://csi.chubb.com/panel_counsel.asp

Please note that the Company reserves the right to modify such list at any time without notice.

DECLARATIONS

FEDERAL INSURANCE COMPANY
A stock insurance company, incorporated under the laws of Indiana, herein called the **Company**.

Policy Number: 6803-8985

THE LIABILITY COVERAGE SECTIONS (WHICHEVER ARE PURCHASED) PROVIDE CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED UNLESS OTHERWISE PROVIDED HEREIN, BY "DEFENSE COSTS," AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT. READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Corporation:
Principal Address:

Sheaffer International LLC
800 Roosevelt Road
Building C Suite 20
Glen Ellyn, IL 60137

Item 2. Policy Period:

(A) From 12:01 A.M. on January 1, 2009
(B) To 12:01 A.M. on January 1, 2010
Local time at the address shown in Item 1.

Item 3. A Combined Maximum Aggregate Limit of Liability option is only available if indicated by X:

[ ] Yes [X] No The Combined Maximum Aggregate Limit of Liability for all **Claims** under all **Liability Coverage Sections** shall be: N/A

Item 4. Coverage is only available for the following if indicated by X:

[X] Yes [ ] No Directors & Officers Liability Coverage Section

[X] Yes [ ] No Employment Practices Liability Coverage Section

[X] Yes [ ] No Fiduciary Liability Coverage Section

[ ] Yes [X] No Miscellaneous Professional Liability Coverage Section

[ ] Yes [X] No Internet Liability Coverage Section

[X] Yes [ ] No Crime Non-Liability Coverage Section

[X] Yes [ ] No Kidnap/Ransom & Extortion Non-Liability Coverage Section

[ ] Yes [X] No Workplace Violence Expense Non-Liability Coverage Section

Item 5. Extended Reporting Period:

(A) Additional Period:		(B) Additional Premium:
365	Day(s)	125 % of Annual Premium
N/A	Year(s)	N/A of Annual Premium
N/A	Year(s)	N/A of Annual Premium

Item 6. Termination of prior policies:

6803-8985 (Jan 1, 2008 - Jan 1, 2009)

In witness whereof, the **Company** issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the **Company**.

FEDERAL INSURANCE COMPANY

W. Andrew Macan

Secretary

Thomas F. Motamed

President

12/22/2008

Date

Robert Hamburger

Authorized Representative

In consideration of payment of the premium and subject to the Declarations and the limitations, conditions, provisions and other terms of this Policy, the Company and the Insureds agree as follows:

I. TERMS AND CONDITIONS

Except for these General Terms and Conditions or unless stated to the contrary in any Coverage Section of this Policy, the terms and conditions of each Coverage Section apply only to that Coverage Section. If any provision in these General Terms and Conditions is inconsistent or in conflict with the terms and conditions of any Coverage Section, the terms and conditions of such Coverage Section shall control for purposes of that Coverage Section. Any defined term referenced in these General Terms and Conditions but defined in a Coverage Section shall, for purposes of coverage under that Coverage Section, have the meaning set forth in that Coverage Section.

II. GENERAL DEFINITIONS

(A) **Anniversary Date** means that date and time exactly one (1) year after the date and time set forth in Item 2(A) of the Declarations of these General Terms and Conditions, and each succeeding date and time exactly one (1) year after the previous **Anniversary Date**.

(B) **Claim** shall have the meaning ascribed to that term in each **Liability Coverage Section**.

(C) **Coverage Event** means the event or loss which must occur, be sustained or discovered in order to invoke coverage under each **Non-Liability Coverage Section**.

(D) **Debtor in Possession** means a debtor in possession as such term is used in Chapter 11 of the United States of America Bankruptcy Code.

(E) **Defense Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insured Organization**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds.

(F) **Financial Impairment** means the status of an **Insured Organization** resulting from:

(1) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate such **Insured Organization**; or

(2) such **Insured Organization** becoming a **Debtor in Possession**.

(G) **Insured** means all organizations, plans and natural persons defined as **Insureds** in each Coverage Section.

(H) **Insured Organization** means the **Parent Corporation** and any **Subsidiary** created at any time or any **Subsidiary** acquired on or before the inception date as set forth in Item 2(A) of the Declarations of these General Terms and Conditions, or subject to Section XI Changes in Exposure of these General Terms and Conditions, during the **Policy Period**. **Insured Organization** shall also mean any such entity as a **Debtor in Possession** or an equivalent status under the law of any other country.

(I) **Insured Person** shall have the meaning ascribed to that term in each Coverage Section. Solely with respect to any **Liability Coverage Section**, coverage for an **Insured Person** shall also include coverage for:

(1) the lawful spouse of such **Insured Person**, if named as a co-defendant with such **Insured Person** solely by reason of such spouse's status as a spouse, or such spouse's ownership interest in property, which is sought by the claimant as recovery for an alleged **Wrongful Act** of such **Insured Person**; and

(2) in the event of the death, incapacity or bankruptcy of an **Insured Person**, the estate, heirs, legal representatives or assigns of such **Insured Person**;

but any such coverage shall apply only with respect to a **Wrongful Act** of such **Insured Person**. All terms and conditions of this Policy, including without limitation, the Deductible Amount applicable to **Loss** incurred by the **Insured Person**, shall also apply to loss incurred by such spouses, estates, heirs, legal representatives and assigns of such **Insured Person**.

(J) **Liability Coverage Section** means the Directors & Officers Liability, Employment Practices Liability, Fiduciary Liability, Miscellaneous Professional Liability and the Internet Liability Coverage Sections of this Policy, if purchased as set forth in Item 4 of the Declarations of these General Terms and Conditions.

(K) **Loss**:

(1) with respect to any **Liability Coverage Section**, shall have the meaning ascribed to that term in such Coverage Section; or

(2) with respect to any **Non-Liability Coverage Section**, means the total amount covered under such Coverage Section as a result of any **Coverage Event**.

(L) **Non-Liability Coverage Section** means the Crime, Kidnap/Ransom and Extortion and Workplace Violence Expense Coverage Sections of this Policy, if purchased as set forth in Item 4 of the Declarations of these General Terms and Conditions.

(M) **Parent Corporation** means the entity named in Item 1 of the Declarations of these General Terms and Conditions.

(N) **Policy Period** means the period of time set forth in Item 2 of the Declarations of these General Terms and Conditions, subject to any prior termination in accordance with Section XIX Termination of Policy of these General Terms and Conditions.

(O) **Policy Year** means the period, within the **Policy Period**, from the date and time set forth in Item 2(A) of the Declarations of these General Terms and Conditions to the first **Anniversary Date**, or the period from an **Anniversary Date** to its next succeeding **Anniversary Date**, subject to any prior termination as set forth in Section XIX Termination of Policy of these General Terms and Conditions.

(P) **Potential Employment Claim** means a complaint or allegation of a **Wrongful Act** in connection with **Discrimination**, **Harassment**, **Retaliation**, **Workplace Tort** or **Wrongful Employment Decision** that does not constitute an **Employment Claim** but which may subsequently give rise to an **Employment Claim** brought by or on behalf of an **Insured Person** that is lodged with the

Insured Organization's human resource department or other department that provides a function similar to a human resource department. Solely with respect to this Definition (P), the terms **Wrongful Act**, **Discrimination**, **Harassment**, **Retaliation**, **Workplace Tort**, **Wrongful Employment Decision**, **Employment Claim** and **Insured Person** shall have the meaning ascribed to them in the Employment Practices Liability Coverage Section.

(Q) **Potential Third Party Claim** means a complaint or allegation of a **Wrongful Act** in connection with **Third Party Discrimination or Sexual Harassment** that does not constitute a **Third Party Claim** but which may subsequently give rise to a **Third Party Claim** brought by or on behalf of a **Third Party** that is lodged with the **Insured Organization's** legal department or an individual responsible to receive such complaints or allegations. Solely with respect to this Definition (Q), the terms **Wrongful Act**, **Third Party Discrimination or Sexual Harassment**, **Third Party Claim** or **Third Party** shall have the meaning ascribed to them in the Employment Practices Liability Coverage Section.

(R) **Related Claims** means all **Claims** for **Wrongful Acts** based upon, arising from, or in consequence of the same or related facts, circumstances, situations, transactions or events or the same or related series of facts, circumstances, situations, transactions or events.

(S) **Subsidiary** means:

(1) any entity during any time in which the **Parent Corporation** owns or controls, directly or through one or more **Subsidiaries**, the right to elect or appoint more than fifty percent (50%) of such entity's directors or trustees;

(2) any limited liability company during any time in which the **Parent Corporation** owns or controls, directly or through one or more **Subsidiaries**, the right to elect, appoint or designate more than fifty percent (50%) of such entity's managers;

(3) any corporation during any time in which the **Parent Corporation** owns, directly or through one or more **Subsidiaries**, exactly fifty percent (50%) of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the **Parent Corporation** solely controls the management and operation of such corporation ("Controlled Joint Venture"); and

(4) any foundation, charitable trust or political action committee during any time in which such entity or organization is controlled by the **Parent Corporation**.

(T) **Wrongful Act** shall have the meaning ascribed to that term in each **Liability Coverage Section**.

III. TERRITORY

Coverage shall extend anywhere in the world.

IV. EXTENDED REPORTING PERIOD

(A) If any **Liability Coverage Section** is either terminated or not renewed for any reason other than nonpayment of premium, any **Insured Organization** or any **Insured Person** shall have the right to purchase an Extended Reporting Period for one of the periods set forth in Item 5(A) of the Declarations of these General Terms and Conditions. This right to purchase an Extended

Reporting Period shall lapse unless written notice of the desired Extended Reporting Period, together with payment of the additional applicable premium due as set forth in Item 5(B) of the Declarations of these General Terms and Conditions is received by the **Company** within sixty (60) days after the end of the Policy Period.

(B) If the Extended Reporting Period is purchased, then coverage otherwise afforded by such **Liability Coverage Section** will be extended to apply to **Loss** from **Claims** first made during such Extended Reporting Period but only for **Wrongful Acts** committed or allegedly committed before the end of the **Policy Period** or the date of any conversion of coverage described in Section XI Changes in Exposure of these General Terms and Conditions, whichever is earlier. The entire additional premium for the Extended Reporting Period shall be deemed fully earned at the inception of such Extended Reporting Period. The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the applicable Limits of Liability for the **Policy Year** immediately preceding the expiration of the **Policy Period**.

V. LIMIT OF LIABILITY

(A) Solely with respect to all **Liability Coverage Sections**:

(1) If the combined maximum aggregate Limit of Liability for all **Liability Coverage Sections** is purchased, as set forth in Item 3 of the Declarations of these General Terms and Conditions, such amount shall be the combined maximum aggregate liability of the **Company** for all **Loss** from all **Claims** first made during each **Policy Year** under all **Liability Coverage Sections** combined, regardless of the number of **Claims**; provided that, the maximum aggregate liability of the **Company** for all **Loss** from all **Claims** first made during each **Policy Year** under each **Liability Coverage Section** shall not exceed the respective maximum aggregate Limit of Liability as set forth in Item 2 of the Declarations for each applicable **Liability Coverage Section**, regardless of the number of **Claims**. If the maximum aggregate Limit of Liability of any **Liability Coverage Section** as set forth in Item 2 of the Declarations for each applicable **Liability Coverage Section**, is less than the combined maximum aggregate Limit of Liability for all **Liability Coverage Sections** as set forth in Item 3 of the Declarations of these General Terms and Conditions, such lesser limit shall be a sublimit and such amount shall be part of, and not in addition to, the combined maximum aggregate Limit of Liability for all **Liability Coverage Sections** as set forth in Item 3 of the Declarations of these General Terms and Conditions.

(2) If the combined maximum aggregate Limit of Liability for all **Liability Coverage Sections** is not purchased, as set forth in Item 3 of the Declarations of these General Terms and Conditions, the maximum aggregate liability of the **Company** for all **Loss** from all **Claims** first made during each **Policy Year** under each **Liability Coverage Section** shall be the respective maximum aggregate Limit of Liability as set forth in Item 2 of the Declarations for each applicable **Liability Coverage Section**, regardless of the number of **Claims**.

(3) Except as otherwise expressly provided in any **Liability Coverage Section**, **Defense Costs** are part of and not in addition to the applicable maximum aggregate Limit of Liability as set forth in Item 2 of the Declarations for each applicable **Liability Coverage Section** and payment by the **Company** of **Defense Costs** shall reduce and may exhaust such Limit(s) of Liability.

(B) Solely with respect to each **Non-Liability Coverage Section**, the **Company's** maximum liability shall be the respective Limit(s) of Liability described in the applicable **Non-Liability Coverage Section**.

VI. DEDUCTIBLE AMOUNT

(A) Solely with respect to any **Liability Coverage Section**:

(1) The **Company's** liability with respect to **Loss** arising from each **Claim** covered under one or more **Liability Coverage Sections** shall apply only to that part of **Loss** which is in excess of the applicable Deductible Amount set forth in the Declarations of each applicable Coverage Section. If different parts of a single **Claim** are subject to different Deductible Amounts, the applicable Deductible Amounts will be applied separately to each part of such **Claim**, but the sum of such Deductible Amounts shall not exceed the largest applicable Deductible Amount. Such Deductible Amount shall be borne by the **Insureds** uninsured and at their own risk.

(2) No Deductible Amount shall apply to **Loss** incurred by any **Insured Person** for which the **Insured Organization** is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is not able to do so by reason of **Financial Impairment**.

(3) If the **Insured Organization** is permitted or required by common or statutory law to indemnify the **Insured Persons** for any **Loss**, or to advance **Defense Costs** on their behalf, under any **Liability Coverage Section** and fails or refuses to do so other than for reasons of **Financial Impairment**, then the **Insured Organization** shall reimburse and hold harmless the **Company** for the **Company's** payment or advancement of such **Loss** up to the amount of the applicable Deductible Amount.

(4) In the event that:

(a) a final adjudication with prejudice pursuant to a trial, motion to dismiss or a motion for summary judgment of any **Claim**; or

(b) a complete and final settlement with prejudice of any **Claim**;

establishes that none of the **Insureds** in such **Claim** are liable for any **Loss**, no Deductible Amount shall apply to **Defense Costs** incurred in connection with any such **Claim**, and the **Company** will reimburse the **Insureds** for any covered **Defense Costs** paid by the **Insureds** within the Deductible Amount otherwise applicable to such **Claim**; provided that this paragraph (4) shall not apply to any (i) **Employment Claim** or **Third Party Claim** which is not a class action, or (ii) **Professional Services Claim** (as such terms are defined in the applicable **Liability Coverage Sections**).

(B) Solely with respect to any **Non-Liability Coverage Section**:

(1) The **Company** shall pay loss that exceeds the amount of recoveries made prior to such payment, less the Deductible Amount set forth in the Declarations for the applicable **Non-Liability Coverage Section**.

(2) If the **Insured** receives payment under another policy or bond, after applying a deductible, for loss also covered hereunder, then the Deductible Amount set forth in the

Declarations for the applicable **Non-Liability Coverage Section** shall be reduced by the deductible previously applied to such loss.

VII. REPORTING

(A) Solely with respect to any **Liability Coverage Section**:

(1) Any **Insured** shall, as a condition precedent to exercising their rights under any **Liability Coverage Section**, give to the **Company** written notice as soon as practicable of any **Claim**.

(2) If during the **Policy Period**, or any applicable Extended Reporting Period, an **Insured** becomes aware of a **Potential Employment Claim** or **Potential Third Party Claim** which could give rise to any **Employment Claim** or **Third Party Claim** (as such terms are defined in the Employment Practices Liability Coverage Section) or becomes aware of circumstances which could give rise to any **Claim**, other than an **Employment Claim** or a **Third Party Claim** (as such terms are defined in the Employment Practices Liability Coverage Section), and gives written notice of such **Potential Employment Claim**, **Potential Third Party Claim** or circumstances to the **Company** as soon as practicable thereafter but before the expiration or cancelation of this Policy, then any **Claim** subsequently arising from such **Potential Employment Claim**, **Potential Third Party Claim** or circumstances shall be considered to have been made against the **Insured** during the **Policy Year** in which the **Potential Employment Claim**, **Potential Third Party Claim** or circumstances were first reported to the **Company**.

(3) All **Insureds** shall, as a condition precedent to exercising their rights under this Policy, give to the **Company** such information and cooperation as it may reasonably require, including but not limited to a description of the **Claim**, **Potential Employment Claim**, **Potential**, **Third Party Claim** or circumstances, the nature of the alleged **Wrongful Act**, the nature of the alleged or potential damage, the names of the actual or potential claimants, and the manner in which such **Insured** first became aware of the **Claim**, **Potential Employment Claim**, **Potential Third Party Claim** or circumstances.

(4) All **Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with paragraphs (2) and (3) above.

(B) Solely with respect to any **Non-Liability Coverage Section**, reporting of a **Coverage Event** shall be in accordance with the applicable Proof of Loss and Legal Proceedings Section of each Coverage Section.

VIII. NOTICE

(A) Any notice to the **Company** with respect to any Coverage Section shall designate the Coverage Section under which the notice is being given and shall be treated as notice under only the Coverage Section(s) so designated.

(B) All notices to the **Company** under this Policy of **Claims**, **Potential Employment Claims**, **Potential Third Party Claims** or circumstances under any **Liability Coverage Section** or of

Coverage Events under any **Non-Liability Coverage Section** shall be given in writing addressed to:

Attn: Claims Department
Chubb Group of Insurance Companies
82 Hopmeadow St.
Simsbury, CT 06070-7683

(C) All other notices to the **Company** under this Policy shall be given in writing addressed to:

Attn: Underwriting
Chubb Group of Insurance Companies
82 Hopmeadow St.
Simsbury, CT 06070-7683

(D) Any such notice shall be effective on the date of receipt by the **Company** at such address.

IX. DEFENSE AND SETTLEMENT

(A) Solely with respect to any **Liability Coverage Section**:

(1) The **Company** shall have the right and duty to defend any **Claim** covered by this Policy. Coverage shall apply even if any of the allegations are groundless, false or fraudulent. The **Company's** duty to defend any **Claim** shall cease upon exhaustion of the applicable Limit of Liability.

(2) The **Company** may make any investigation it deems necessary and may, with the consent of the **Insured**, make any settlement of any **Claim** it deems expedient. If any **Insured** withholds consent to any settlement acceptable to the claimant in accordance with the **Company's** recommendation (a "Proposed Settlement"), Section VI Deductible Amount (A)(4) shall not apply and the **Company's** liability for all **Loss**, including **Defense Costs**, from such **Claim** shall not exceed:

(a) the amount of the Proposed Settlement plus **Defense Costs** incurred up to the date of the **Insured's** refusal to consent to Proposed Settlement of such **Claim**; plus;

(b) seventy percent (70%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (a) above, incurred in connection with such **Claim**; subject in all events to the applicable Deductible Amount and the available Limit of Liability set forth in the applicable Declarations. The remaining thirty percent (30%) of any **Loss**, including **Defense Costs**, in excess of the amount referenced in paragraph (a) above will be borne by the **Insured** uninsured and at its own risk, notwithstanding anything to the contrary contained in Section X Allocation.

(3) No **Insured** shall settle any **Claim**, incur any **Defense Costs**, or otherwise assume any contractual obligation or admit any liability with respect to any **Claim** without the **Company's** written consent, which shall not be unreasonably withheld. The **Company** shall not be liable for any settlement, **Defense Costs**, assumed obligation or admission to which it has not consented.

(4) The **Company** will have no obligation to pay **Loss**, including **Defense Costs**, or to defend or continue to defend any **Claim** after the **Company's** applicable Limit of Liability with respect to such **Claim** has been exhausted by the payment of **Loss**. If the **Company's** Limit of Liability is exhausted by the payment of **Loss** prior to the expiration of this Policy, the Policy premium will be deemed fully earned.

(5) If the combined maximum aggregate Limit of Liability is purchased as set forth in Item 3 of the Declarations of these General Terms and Conditions, then the **Company** will have no obligation to pay **Loss**, including **Defense Costs**, or to defend or continue to defend any **Claim** after the **Company's** combined maximum aggregate Limit of Liability has been exhausted by the payment of **Loss**. If the **Company's** combined maximum aggregate Limit of Liability is exhausted by the payment of **Loss** prior to the expiration of this Policy, the Policy premium will be deemed fully earned.

(B) With respect to all Coverage Sections:

The **Insureds** agree to provide the **Company** with all information, assistance and cooperation which the **Company** reasonably requests and agree they will do nothing that may prejudice the **Company's** position or its potential or actual rights of recovery.

X. ALLOCATION

If, in any **Claim** under a **Liability Coverage Section**, the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this Policy and also loss that is not covered by this Policy because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then coverage shall apply as follows:

(1) **Defense Costs**: one hundred percent (100%) of reasonable and necessary **Defense Costs** incurred by such **Insured** from such **Claim** will be considered covered **Loss**; and

(2) loss other than **Defense Costs**: all remaining loss incurred by such **Insured** from such **Claim** will be allocated between covered **Loss** and uncovered loss based upon the relative legal exposures of the parties to such matters.

XI. CHANGES IN EXPOSURE

(A) **Acquisition of Another Organization**

(1) If any **Insured Organization** acquires another entity or merges with another entity (each an "Acquired Organization") such that the **Insured Organization** is the surviving entity, and if as a result of such acquisition or merger the Acquired Organization would otherwise become a **Subsidiary**, then coverage shall be provided for such Acquired Organization and its **Insureds**, with respect to any:

(a) **Liability Coverage Section**: solely for **Wrongful Acts** committed or allegedly committed after the effective date of such event; or

(b) **Non-Liability Coverage Section**: after the effective date of such event, pursuant to the Liability for Prior Losses Section of any such **Non-Liability Coverage Section**.

(2) If, at the time of an event described in paragraph (1) above:

(a) the assets under management by, or the assets of, the Acquired Organization exceed twenty-five percent (25%) of the total assets under management by or the total assets of, the **Insured Organization** as reflected in the **Parent Corporation's** then most recent audited consolidated financial statements; or

(b) solely with respect to the Employment Practices Liability Coverage Section, if purchased as set forth in Item 4 of the Declarations of these General Terms and Conditions, the total number of employees of the Acquired Organization exceeds twenty-five percent (25%) of the total number of employees of the **Insured Organization** immediately prior to such event;

then the **Parent Corporation** shall provide to the **Company** written notice of the event containing full details thereof, as soon as practicable, and the **Company**, in its sole discretion, may require additional terms, conditions and limitations of coverage and additional premium shall be paid.

(B) **Cessation of Subsidiaries**

If any **Subsidiary** ceases to be a **Subsidiary** before or during the **Policy Period**, then with respect to any:

(1) **Liability Coverage Section**: coverage under this Policy shall continue for such **Subsidiary** and its **Insureds** until the expiration of this Policy, but solely for **Claims** for **Wrongful Acts** committed or allegedly committed prior to the effective date of such cessation; or

(2) **Non-Liability Coverage Sections**: such **Subsidiary** and its **Insureds** cease to be **Insureds** as of the effective date of such cessation, and coverage under this Policy shall apply as provided in such **Non-Liability Coverage Section**.

(C) **Conversion of Coverage under Certain Circumstances**

If, during the **Policy Period**, any of the following events occur:

(1) the acquisition of all or substantially all of the **Parent Corporation's** assets, by another organization, person or group of organizations or persons acting in concert, or the merger or consolidation of the **Parent Corporation** into or with another entity such that the **Parent Corporation** is not the surviving entity; or

(2) another organization, person or group of organizations or persons acting in concert acquires securities or voting rights which results in ownership or voting control by the other organization(s) or person(s) of more than fifty percent (50%) of the outstanding securities representing the present right to vote for the election of directors, trustees, members of the Board of Managers or management committee members of the **Parent Corporation**;

coverage under this Policy shall, with respect to:

(a) any **Liability Coverage Section**: continue until the expiration of this Policy, solely for **Claims** for **Wrongful Acts** committed or allegedly committed prior to such event;

(b) the Crime Coverage Section: terminate subject to Exclusions (H) and (I) of such Coverage Section;

(c) the Kidnap/Ransom and Extortion Coverage Section: terminate subject to Exclusion (10) of such Coverage Section; or

(d) and the Workplace Violence Coverage Section: terminate subject to Exclusion (E) of such Coverage Section.

The **Parent Corporation** shall give written notice of such event to the **Company** as soon as practicable together with such information as the **Company** may require, and the entire premium for this Policy will be deemed fully earned as of such event.

XII. REPRESENTATIONS AND SEVERABILITY

(A) In granting coverage to the **Insureds** under this Policy, the **Company** has relied upon the declarations and statements in the written application(s) for this Policy. Such declarations and statements are the basis of the coverage under this Policy and shall be considered as incorporated in and constituting part of this Policy.

(B) Solely with respect to any **Liability Coverage Section(s)**, any written application(s) for coverage shall be construed as a separate application(s) for coverage by each **Insured Person**. With respect to the declarations and statements in such application(s):

(1) no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** for the purpose of determining if coverage is available; and

(2) only facts pertaining to and knowledge possessed by the Chief Financial Officer, President, Chief Executive Officer or Chairperson of any **Insured Organization** or any other individual signing such application(s) shall be imputed to any **Insured Organization** for the purpose of determining if coverage is available.

XIII. VALUATION AND FOREIGN CURRENCY

All premiums, limits, deductibles, loss and other amounts under this Policy are expressed and payable in the currency of the United States of America. Except as otherwise provided in any Coverage Section, if a judgment is rendered, a settlement is denominated or any element of loss under this Policy is stated in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon or any element of loss is due, respectively.

XIV. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, and such **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Company** effectively to bring suit or otherwise pursue subrogation rights in the name of such **Insured**.

XV. RECOVERIES

(A) Recoveries of loss with respect to any **Claim** or **Coverage Event**, whether effected by the **Company** or by an **Insured**, less the cost of recovery, shall be distributed as follows:

(1) first, to an **Insured** for the amount of such loss, otherwise covered, in excess of the applicable Limits of Liability;

(2) second, to the **Company** for the amount of such loss paid to an **Insured** as covered **Loss**;

(3) third, to an **Insured** for the Deductible Amount applicable to such loss;

(4) fourth, to an **Insured** for the amount of such loss excluded under this Policy.

(B) Recovery from reinsurance or indemnity of the **Company** shall not be deemed a recovery hereunder.

XVI. ACTION AGAINST THE COMPANY

No action may be taken against the **Company** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy. No person or entity shall have any right under this Policy to join the **Company** as a party to any action against any **Insured** to determine such **Insured's** liability nor shall the **Company** be impleaded by such **Insured** or legal representatives of such **Insured**.

XVII. PARENT CORPORATION RIGHTS AND OBLIGATIONS

By acceptance of this Policy, the **Parent Corporation** is considered the sole agent of and will act on behalf of each **Insured** with respect to: the payment of premiums and the receiving of any return premiums that may become due under this Policy; the negotiation, agreement to and acceptance of endorsements; the giving or receiving of any notice, including Notice of Claim or Proof of Loss (except the giving of notice to apply for the Extended Reporting Period); the adjustment of the amount of **Loss** submitted; the giving of written notice of termination and the receipt or enforcement of payment of a **Loss**; and the **Parent Corporation** shall be responsible for application of any such payment, as provided for in this Policy, and each **Insured** agrees that the **Parent Corporation** shall act on their behalf.

XVIII. ALTERATION AND ASSIGNMENT

No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy which is signed by an authorized employee of Chubb & Son, a division of Federal Insurance Company.

XIX. TERMINATION OF POLICY

(A) This Policy shall terminate at the earliest of the following times:

(1) upon receipt by the **Company** of written notice of termination from the **Parent Corporation**; provided that this Policy may not be terminated by the **Parent Corporation** after the effective date of any event described in Section XI Changes in Exposure (C) of these General Terms and Conditions;

(2) upon expiration of the **Policy Period** as set forth in Item 2(B) of the Declarations of these General Terms and Conditions;

(3) twenty (20) days after receipt by the **Parent Corporation** of a written notice of termination from the **Company** based upon non-payment of premium, unless the premium is paid within such twenty (20) day period; or

(4) at such other time as may be agreed upon by the **Company** and the **Parent Corporation**.

(B) The **Company** shall refund the unearned premium computed at customary short rates if this Policy is terminated by the **Parent Corporation**. Under any other circumstances the refund shall be computed pro rata. Payment or tender of any unearned premium by the **Company** shall not be a condition precedent to the effectiveness of such termination, but such payment shall be made as soon as practicable.

XX. TERMINATION OF PRIOR BONDS OR POLICIES

Any prior bonds or policies issued by the **Company** or its affiliates and specified in Item 6 of the Declarations of these General Terms and Conditions shall terminate, if not already terminated, as of the inception of this Policy.

XXI. BANKRUPTCY

Bankruptcy or insolvency of any **Insured** shall not relieve the **Company** of its obligations nor deprive the **Company** of its rights or defenses under this Policy.

XXII. HEADINGS

The descriptions in the headings and sub-headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

CHUBB

Schedule of Forms

To be attached to and form part of Policy No. 6803-8985

Company: Federal Insurance Company

Issued to: Sheaffer International LLC

ForeFront Portfolio General Terms and Conditions Coverage Section (Federal)

14-02-4113 (4/07 ed.)

14-02-9228 (4/04 ed.)

ForeFront Portfolio Directors and Officer Liability Coverage Section (Federal)

14-02-12110 (4/07 ed.)

14-02-4114 (4/07 ed.)

14-02-5989 (9/01 ed.)

14-02-6192 (9/01 ed.)

14-02-6590 (4/02 ed.)

ForeFront Employment Practices Liability Coverage Section (Federal)

14-02-12176 (7/06 ed.)

14-02-3206 (5/05 ed.)

14-02-4115 (4/07 ed.)

14-02-6224 (10/01 ed.)

ForeFront Fiduciary Liability Coverage Section (Federal)

14-02-13259 (1/08 ed.)

14-02-4116 (4/07 ed.)

14-02-5935 (11/05 ed.)

ForeFront Portfolio Crime Coverage Section (Federal)

14-02-13656 (4/08 ed.)

14-02-4119 (4/01 ed.)

ForeFront Portfolio Kidnap/Ransom and Extortion Coverage Section (Federal)

14-02-4120 (4/01 ed.)

CHUBB

ENDORSEMENT

Coverage Section: ForeFront Portfolio General Terms and Conditions Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2009

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

ILLINOIS AMENDATORY ENDORSEMENT TO GENERAL TERMS & CONDITIONS SECTION

In consideration of the premium charged, it is agreed that:

1. Defense Costs do not include remuneration, salaries, wages, fees, expenses, overhead, or benefit expenses or other fees or charges of the Company and the definition of "Defense Costs" in Section II. General Definitions of the General Terms & Conditions Section is amended accordingly.

2. An Insured Organization or Insured Person may purchase the Extended Reporting Period set forth in, and in accordance with, the provisions of Section IV. Extended Reporting Period of the General Terms & Conditions Section if the Policy is canceled or non-renewed for any reason by either party. An Extended Reporting Period will not take effect until the premium for the Extended Reporting Period coverage is paid promptly when due. For the purposes of this Section IV, the Policy shall not be deemed issued until the initial premium for the Policy is paid. In the event that such premium is not paid, the Insured Organization and the Insured Persons shall have no right to purchase such extension of coverage. Section IV. Extended Reporting Period of the General Terms & Conditions is amended only to the extent necessary to effectuate the foregoing.

3. The Company has no obligation to renew the Policy. If the Company does not renew the Policy it will mail sixty (60) days advance written notice of non-renewal to the Parent Corporation at its last known address, with a copy to the agent or broker of record, if any, and any mortgagee or lienholder, if known. Any notice of non-renewal shall contain the reason(s) for non-renewal.

4. The Company may condition renewal of the Policy upon an increase in premium of 30% or more, or a change in deductible or coverage by mailing to the Parent Corporation at the last mailing address known to the Company, with a copy to the agent or broker of record, if any, at least sixty (60) days advance written notice of such renewal change(s). If the Company provides such notice between thirty-one and sixty (60) days before the Policy expiration date, the Company will offer the Parent Corporation a sixty (60)-day extension of the Policy at a pro-rated premium based upon the expiring Policy premium. If the Company provides less than thirty-one (31) days' notice of non-renewal, the Company will offer the Parent Corporation a one (1)-year extension of the Policy at a premium not to exceed 29.9% of the premium for the expiring policy.

5. The Policy is amended to the extent necessary to effectuate the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Illinois.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio General Terms and Conditions Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2009

Federal Insurance Company

Endorsement/Rider No. 2

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS

It is agreed that this insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the coverage provided by this insurance.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

DECLARATIONS

FEDERAL INSURANCE COMPANY
a stock insurance company, incorporated under the laws of Indiana, herein called the **Company.**

THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT. READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Corporation:

Sheaffer International LLC
800 Roosevelt Road
Building C Suite 20
Glen Ellyn, IL 60137

Item 2. Maximum Aggregate Limit of Liability for this Coverage Section: $1,000,000.00

Item 3. Coverage is only available for the following if indicated by X:

☒ (A) Optional Insuring Clause (C): Corporate Liability Coverage

☐ (B) Optional Coverage IV: Additional Limit of Liability Dedicated For Executives

Item 4. Deductible Amounts:

(A) Individual Non-Indemnified Liability Coverage: Insuring Clause (A)	None
(B) Individual Indemnified Liability Coverage: Insuring Clause (B)	$10,000.00
(C) Corporate Liability Coverage (Optional): Insuring Clause (C)	$35,000.00

Item 5. Pending or Prior Litigation Dates:

(A)	Insuring Clauses (A) and (B):	January 1, 2006
(B)	Insuring Clause (C):	January 1, 2006

In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

(A) **Individual Non-Indemnified Liability Coverage**

The **Company** shall pay **Loss** on behalf of the **Insured Persons** resulting from any **D&O Claim** first made against such **Insured Persons** during the **Policy Period**, or any applicable Extended Reporting Period, for **Wrongful Acts**, but only to the extent the **Insured Organization** does not indemnify the **Insured Persons** for such **Loss**.

(B) **Individual Indemnified Liability Coverage**

The **Company** shall pay **Loss** on behalf of the **Insured Organization** resulting from any **D&O Claim** first made against **Insured Persons** during the **Policy Period**, or any applicable Extended Reporting Period, for **Wrongful Acts** to the extent the **Insured Organization** indemnifies the **Insured Persons** for such **Loss**.

(C) **Corporate Liability Coverage (Optional)**

If the Corporate Liability Coverage is purchased as set forth in Item 3 of the Declarations of this Coverage Section, the **Company** shall pay **Loss** on behalf of the **Insured Organization** resulting from any **Insured Organization Claim** first made against such **Insured Organization** during the **Policy Period**, or any applicable Extended Reporting Period, for **Wrongful Acts**.

(D) **Securityholder Derivative Demand Coverage**

The **Company** shall pay **Investigative Costs** on behalf of the **Insured Organization** resulting from any **Securityholder Derivative Demand** first made during the **Policy Period**, or any applicable Extended Reporting Period, for **Wrongful Acts** in an amount not to exceed $100,000, which amount is part of and not in addition to the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section and no Deductible Amount shall apply to such amount.

II. DEFINITIONS

For purposes of this Coverage Section:

(A) **Claim** means for purposes of coverage under:

(1) Insuring Clauses (A) and (B): any **D&O Claim**;

(2) Insuring Clause (C): any **Insured Organization Claim**; and

(3) Insuring Clause (D): any **Securityholder Derivative Demand**.

(B) **Debtor in Possession** means a debtor in possession as such term is used in Chapter 11 of the United States of America Bankruptcy Code.

(C) **Defense Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insured Organization**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds.

(D) **D&O Claim** means:

(1) any of the following:

(a) a written demand for monetary damages or non-monetary relief;

(b) a civil proceeding commenced by the service of a complaint or similar pleading;

(c) a criminal proceeding commenced by a return of an indictment; or

(d) a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document;

against an **Insured Person** for a **Wrongful Act**, including any appeal therefrom; or

(2) a formal civil, criminal, administrative or regulatory investigation commenced by the service upon or other receipt by the **Insured Person** of a written notice from the investigating authority specifically identifying the **Insured Person** as a target individual against whom formal charges may be commenced; or

(3) a written request received by an **Insured** to toll or waive a statute of limitations, relating to a potential **D&O Claim** as described in paragraphs (1) and (2) above.

(E) **Employee** means any natural person whose labor or service is engaged by and directed by the **Insured Organization**, including part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any independent contractor.

(F) **Executive** means any natural person specified below:

(1) duly elected or appointed directors, officers, members of the Board of Managers or management committee members of any **Insured Organization** incorporated in the United States of America;

(2) in–house general counsel of any **Insured Organization** incorporated in the United States of America; or

(3) equivalent positions of (1) or (2) above in any **Insured Organization** chartered in any other jurisdiction anywhere in the world.

(G) **Financial Impairment** means the status of an **Insured Organization** resulting from:

(1) the appointment by any state or federal official, agency or court of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to take control of, supervise, manage or liquidate such **Insured Organization**; or

(2) such **Insured Organization** becoming a **Debtor in Possession**.

(H) **Insured** means the **Insured Organization** and any **Insured Person**.

(I) **Insured Organization Claim** means:

(1) any of the following:

(a) a written demand for monetary damages or non-monetary relief;

(b) a civil proceeding commenced by the service of a complaint or a similar pleading; or

(c) a criminal proceeding commenced by a return of an indictment;

against an **Insured Organization** for a **Wrongful Act**, including any appeal therefrom; or

(2) a written request received by an **Insured Organization** to toll or waive a statute of limitations, relating to a potential **Insured Organization Claim** as described in paragraph (1) above.

(J) **Insured Person** means any past, present or future **Executive** or **Employee** of the **Insured Organization**.

(K) **Investigative Costs** means reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the **Executives** or **Employees**) incurred by the **Insured Organization**, including its board of directors, Board of Managers, or any committee thereof, in connection with the **Insured Organization's** investigation or evaluation of any **Securityholder Derivative Demand**.

(L) **Loss** means the total amount which any **Insured** becomes legally obligated to pay as a result of any **Claim** made against any **Insured** for **Wrongful Acts**, including, but not limited to, damages (including punitive or exemplary damages, to the extent such damages are insurable under the law of any jurisdiction which has a substantial relationship to the **Insureds**, the **Company**, this Policy or the **Claim** and which is most favorable to the insurability of such damages), judgments, settlements, pre-judgment and post-judgment interest and **Defense Costs**. **Loss** does not include:

(1) any amount for which an **Insured Organization** or an **Insured Person** is absolved from payment by reason of any covenant, agreement (other than indemnification of an **Insured Person** by the **Insured Organization**) or court order;

(2) matters uninsurable under the law pursuant to which this Policy is construed;

(3) taxes, fines or penalties imposed by law, or the multiple portion of any multiplied damage award;

(4) any amount incurred by the **Insured Organization** (including its board of directors, Board of Managers, or any committee thereof) in connection with the investigation or evaluation of any **Claim** or potential **Claim** by or on behalf of the **Insured Organization**, except, solely with respect to the Securityholder Derivative Demand Coverage, **Investigative Costs**; or

(5) any amount allocated to uncovered loss pursuant to Section X Allocation of the General Terms and Conditions.

(M) **Outside Capacity** means service by an **Insured Person** as a director, officer, trustee, regent, governor or any equivalent executive position in an **Outside Entity**, but solely during the time that such service is with the knowledge and consent or at the request of the **Insured Organization**.

(N) **Outside Capacity Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted by an **Insured Person** in his or her **Outside Capacity**.

(O) **Outside Entity** means:

(1) any non-profit corporation, community chest, fund or foundation that is not included in the definition of **Insured Organization** and that is exempt from federal income tax as an organization described in Section 501(C)(3) of the Internal Revenue Code of 1986, as amended;

(2) any other entity organized for a religious or charitable purpose under any non-profit organization act or statute; and

(3) any other non-profit or any for-profit entity if such entity is specifically added as an **Outside Entity** by written endorsement attached to this Policy.

(P) **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.

(Q) **Pollution** means the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere or any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.

(R) **Securities Laws** means the Securities Act of 1933, Securities Exchange Act of 1934, Investment Act of 1940, any state "blue sky" securities law, or any other federal, state or local securities law or any amendments thereto or any rules or regulations promulgated thereunder or any other provision of statutory or common law used to impose liability in connection with the offer to sell or purchase, or the sale or purchase of securities.

(S) **Securityholder Derivative Action** means any **Claim** brought on behalf of, or in the name or the right of, the **Insured Organization** by one or more securityholders of the **Insured Organization** in their capacity as such if such **Claim** is brought and maintained without the assistance, participation or solicitation of any **Executive**.

(T) **Securityholder Derivative Demand** means any written demand, by one or more securityholders of an **Insured Organization** without the assistance, participation or solicitation of any **Executive**, upon the board of directors or Board of Managers of such **Insured Organization**, to bring a civil proceeding in a court of law against any **Executive** for a **Wrongful Act** by an **Executive**.

(U) **Wrongful Act** means:

(1) any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted by:

(a) For purposes of coverage under Insuring Clauses (A) and (B): any **Insured Person** in his or her capacity as such, or any matter claimed against any **Insured Person** solely by reason of his or her status as such;

(b) For purposes of coverage under Insuring Clause (C): any **Insured Organization**; or

(c) For purposes of coverage under Insuring Clause (D): any **Executive**; or

(2) any **Outside Capacity Wrongful Act**.

III. EXCLUSIONS

(A) No coverage will be available under this Coverage Section for any **Claim** against an **Insured**:

(1) based upon, arising from, or in consequence of any circumstance, if written notice of such circumstance has been given under any policy of which this Coverage Section is a direct or indirect renewal or replacement and if such prior policy affords coverage (or would afford such coverage except for the exhaustion of its limits of liability) for such **Claim**, in whole or in part, as a result of such notice;

(2) based upon, arising from, or in consequence of a written demand, suit, or other proceeding pending, or order, decree or judgment entered for or against any **Insured** on or prior to the applicable Pending or Prior Litigation Date as set forth in Item 5 of the Declarations of this Coverage Section, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein;

(3) based upon, arising from, or in consequence of **Pollution**, including but not limited to any securities **Claim**, **Securityholder Derivative Demand** or **Securityholder Derivative Action** for financial loss to any **Insured Organization**, its securityholders or its creditors in connection with **Pollution**; provided that this Exclusion (A)(3) shall not apply to any **Securityholder Derivative Demand** or **Securityholder Derivative Action** under Insuring Clause (A) for which the **Insured Organization** does not indemnify the **Insured Person** either because the **Insured Organization** is not permitted by common or statutory law to grant such indemnification or because of the **Financial Impairment** of the **Insured Organization**;

(4) for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided that this Exclusion (A)(4) shall not apply to mental anguish, humiliation or emotional distress asserted in an employment-related **D&O Claim**;

(5) brought or maintained by or on behalf of any **Insured** in any capacity; provided that this Exclusion (A)(5) shall not apply to:

(a) a **Securityholder Derivative Demand** or **Securityholder Derivative Action**;

(b) a **Claim** brought or maintained by an **Insured Person** for contribution or indemnification, if such **Claim** directly results from another **Claim** covered under this Coverage Section;

(c) a **D&O Claim** brought or maintained by **Employees** who are not past or present **Executives** of an **Insured Organization** if such **D&O Claim** is brought and maintained without the assistance, participation or solicitation of any such **Executives**;

(d) a **D&O Claim** brought or maintained by an **Executive** for the actual or alleged wrongful termination of such **Executive**;

(e) a **Claim** brought or maintained by an **Executive** who has not served as an **Executive** of the **Insured Organization** for at least four (4) years prior to the date such **Claim** is first made and who brings and maintains such **Claim** without the assistance, participation or solicitation of the **Insured Organization** or any **Insured Person** who: (i) is serving as an **Executive** of the **Insured Organization**; or (ii) has served as an **Executive** of the **Insured Organization** within such four (4) year period; or

(f) a **Claim** brought and maintained in a jurisdiction outside the United States of America, Canada or Australia by an **Insured Person** of an **Insured Organization** chartered in such foreign jurisdiction;

(6) brought or maintained by or on behalf of any **Outside Entity**, or one or more directors or officers of any **Outside Entity**; provided that this Exclusion (A)(6) shall not apply to:

(a) a **Claim** that is a derivative action brought or maintained on behalf of an **Outside Entity** by one or more persons who are not: **Insured Persons**; or directors, officers, trustees, regents, governors or any equivalent executive position of the **Outside Entity**; and who bring and maintain such **Claim** without the solicitation, assistance or participation of any such person; or

(b) a **Claim** brought or maintained by: an **Insured Person**; or directors, officers, trustees, regents, governors or any equivalent executive position of an **Outside Entity**; for contribution or indemnification, if such **Claim** directly results from another **Claim** covered under this Coverage Section;

(7) for **Wrongful Acts** of an **Insured Person** in his or her capacity as a director, officer, trustee, regent, governor or employee of an entity other than an **Insured Organization**, even if such service is with the knowledge or consent or at the request of the **Insured Organization**, provided this exclusion shall not apply to service in an **Outside Capacity**;

(8) for an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;

(9) based upon, arising from, or in consequence of the actual or alleged violation of any **Securities Laws**; provided that this Exclusion (A)(9) shall not apply to any **Claim**:

(a) based upon or arising out of the offering, sale or purchase of securities, whether debt or equity, in a transaction or a series of transactions that are in fact in law exempt from registration under the Securities Act of 1933 and any amendments thereto or any rules or regulations promulgated thereunder; or

(b) made by any securityholder of the **Insured Organization** for the failure of the **Insured Organization** to undertake or complete the initial public offering or sale of securities of the **Insured Organization**;

(10) based upon, arising from, or in consequence of any deliberately fraudulent act or omission or any willful violation of any statute or regulation by such **Insured**, if a final and non-appealable judgment or adjudication adverse to such **Insured** establishes such a deliberately fraudulent act or omission or willful violation; or

(11) based upon, arising from, or in consequence of such **Insured** having gained in fact any profit, remuneration or financial advantage to which such **Insured** was not legally entitled.

(B) No coverage will be available under this Coverage Section for **Loss**, other than **Defense Costs**, which constitutes costs of compliance with any order for, grant of or agreement to provide non-monetary relief.

(C) No coverage will be available under Insuring Clause (C) for any **Insured Organization Claim**:

(1) based upon, arising from, or in consequence of the actual or proposed payment by the **Insured Organization** of allegedly inadequate consideration in connection with an **Insured Organization's** purchase of securities issued by any **Insured Organization**; provided that this Exclusion (C)(1) shall not apply to **Defense Costs**;

(2) based upon, arising from, or in consequence of any actual or alleged liability of an **Insured Organization** under any written or oral contract or agreement, provided that this Exclusion (C)(2) shall not apply to the extent that an **Insured Organization** would have been liable in the absence of the contract or agreement;

(3) based upon, arising from, or in consequence of any employment-related **Wrongful Act**;

(4) based upon, arising from, or in consequence of any actual or alleged discrimination or sexual harassment of any third party;

(5) based upon, arising from, or in consequence of libel, slander, oral or written publication of defamatory or disparaging material, invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, malicious use or abuse of process, assault, battery or loss of consortium;

(6) based upon, arising from, or in consequence of any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted in connection with the rendering of, or actual or alleged failure to render, any professional services for others by any person or entity otherwise entitled to coverage under this Coverage Section; provided that this Exclusion (C)(6) shall not apply to any securities **Claim**, **Securityholder Derivative Demand** or **Securityholder Derivative Action**;

(7) based upon, arising from, or in consequence of any actual or alleged infringement of copyright, patent, trademark, trade name, trade dress, service mark or misappropriation of ideas or trade secrets; or

(8) based upon, arising from, or in consequence of allegations of price fixing, restraint of trade, monopolization, unfair trade practices or any actual or alleged violation of the Federal Trade Commission Act, the Sherman Anti-Trust Act, the Clayton Act, or any other federal statutory provision involving anti-trust, monopoly, price fixing, price

discrimination, predatory pricing or restraint of trade activities, and any amendments thereto or any rules or regulations promulgated thereunder or in connection with such statutes; or any similar provision of any federal, state, or local statutory law or common law anywhere in the world.

(D) **Severability of Exclusions**

With respect to the Exclusions (A)(10) and (A)(11) in this Coverage Section:

(1) no fact pertaining to or knowledge possessed by any **Insured Person** shall be imputed to any other **Insured Person** to determine if coverage is available; and

(2) only facts pertaining to and knowledge possessed by any past, present or future Chief Financial Officer, President, Chief Executive Officer or Chairperson of any **Insured Organization** shall be imputed to any **Insured Organization** to determine if coverage is available.

IV. ADDITIONAL LIMIT OF LIABILITY DEDICATED FOR EXECUTIVES (Optional)

(A) Notwithstanding anything in this Policy to the contrary, the Additional Limit of Liability Dedicated For Executives, if purchased as set forth in Item 3 of the Declarations of this Coverage Section, will be an additional Limit of Liability in an amount not to exceed $500,000, which amount is in addition to and not part of the Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section.

(B) This Additional Limit of Liability Dedicated For Executives is available solely for **Loss** resulting from any **D&O Claim** against any **Executive** covered under Insuring Clause (A) of this Coverage Section.

(C) The Additional Limit of Liability Dedicated For Executives shall be excess of any insurance available that is specifically excess to this Policy and such excess insurance must be completely exhausted by payment of loss, damages or defense costs thereunder before the **Company** shall have any obligation to make any payment on account of the Additional Limit of Liability Dedicated For Executives.

V. PAYMENT OF LOSS

(A) In the event of **Loss** arising from one or more **Claims** for which payment is otherwise due under this Coverage Section but which **Loss** in the aggregate exceeds the remaining available Limit of Liability for this Coverage Section, the **Company** shall:

(1) first pay such **Loss** for which coverage is provided under Insuring Clause (A) of this Coverage Section; then

(2) with respect to whatever remaining amount of the Limit of Liability is available after payment of (1) above, pay such **Loss** for which coverage is provided under any other Insuring Clause of this Coverage Section.

(B) Subject to the provisions of paragraph (A)(2) above, the **Company** shall, at the written request of the **Parent Corporation**, delay payment of **Loss** for which coverage is provided under any

Insuring Clause other than Insuring Clause (A) until such time as the **Parent Corporation** designates; provided that the **Company's** liability with respect to such delayed payment shall not be increased, and shall not include any interest as a result of such delay. The **Parent Corporation** shall provide written notice to the **Company** when such delayed payment shall be made. Such written notice shall be deemed consent from all **Insureds**, including all **Insured Persons**, to release such payment and the **Company** shall have no further obligation under this Policy with respect to such funds.

VI. SECURITIES TRANSACTIONS

If, during the **Policy Period**, the **Insured Organization** intends to sell or offer to sell securities of any kind or nature whatsoever, issued at any time by the **Insured Organization** in a transaction that is not exempt from registration under the Securities Act of 1933, as amended (a "Transaction"), the **Insured Organization** will, no later than thirty (30) days prior to the effective date of the registration statement for such sale or offering, give the **Company** written notice of the proposed sale or offering and all information requested by the **Company** relating thereto. The **Company** shall provide to the **Insured Organization** a quotation for coverage with respect to such sale or offering; provided any such coverage shall be subject to such terms, conditions, limitations of coverage and such additional premium as the **Company**, in its sole discretion, may require. Unless and until the **Company** determines to issue coverage there shall in fact be no coverage for such Transaction.

VII. OTHER INSURANCE

(A) If any **Loss** under this Coverage Section is insured under any other valid and collectible insurance policy(ies), prior or current, then this Coverage Section shall cover such **Loss**, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such **Loss** is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this Coverage Section.

(B) Any coverage for **Claims** for **Outside Capacity Wrongful Acts** will be specifically excess of any insurance provided by or indemnification available from the **Outside Entity** or any other source, other than the **Insured Organization**, for the benefit of the **Insured Person** serving in such **Outside Capacity**. Payment by the **Company** or any affiliate of the **Company** under another policy as a result of a **Claim** against an **Insured Person** in an **Outside Capacity** shall reduce, by the amount of such payment, the **Company's** Limit of Liability under this Coverage Section with respect to such **Claim**.

VIII. COORDINATION OF COVERAGE

Any **Loss** covered under both this Coverage Section and the Employment Practices Liability Coverage Section, if purchased, shall be first covered under the Employment Practices Liability Coverage Section, subject to the terms, conditions and limitations therein. Any remaining portion of such **Loss** otherwise covered under this Coverage Section which is not paid under the Employment Practices Liability Coverage Section shall be covered under this Coverage Section, subject to its terms, conditions and limitations.

CHUBB

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio Directors and Officer Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2009

Federal Insurance Company

Endorsement/Rider No. 1

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

AMEND DEFINITION OF EXECUTIVE ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Executive**, as defined in Subsection II., Definitions of this coverage section is deleted in its entirety and replaced with the following:

Executive means any natural person specified below:

(1) past, present or future duly elected or appointed directors, officers, members of the Board of Managers or management committees of any **Insured Organization** incorporated in the United States of America;

(2) past, present or future in-house general counsel of any **Insured Organization** incorporated in the United States of America; or

(3) equivalent positions of (1) or (2) above in any **Insured Organizations** chartered in any other jurisdiction anywhere in the world.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT

Coverage Section: ForeFront Portfolio Directors and Officer Liability Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2009

Company: Federal Insurance Company

Endorsement No. 2

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

ILLINOIS AMENDATORY ENDORSEMENT
TO THE DIRECTORS & OFFICERS LIABILITY COVERAGE SECTION

In consideration of the premium charged, it is agreed that:

1. Defense Costs do not include remuneration, salaries, wages, fees, expenses, overhead, or benefit expenses or other fees or charges of the Company and the definition of "Defense Costs" in Section II. Definitions of the Directors & Officers Liability Coverage Section is amended accordingly.

2. The first sentence of Section II. Definitions (L) of the Directors & Officers Liability Coverage Section is amended to read as follows:

   "**Loss** means the total amount which any **Insured** becomes legally obligated to pay as a result of any **Claim** made against any **Insured** for **Wrongful Acts**, including, but not limited to, damages (including punitive or exemplary damages, to the extent such damages are insurable under the law of any jurisdiction which has a substantial relationship to the **Insureds**, the **Company**, this Policy or the **Claim** and which is most favorable to the insurability of such damages; provided however, that under Illinois law punitive damages are insurable only if such damages are based on vicarious liability for another's acts or omissions), judgments, settlements and **Defense Costs**."

3. Section III. Exclusions (A)(3) of the Directors and Officers Liability Coverage Section is amended to add the following to the end thereof:

   "provided further that this Exclusion III(A)(3) shall not apply to a **Claim** resulting from smoke or fumes from a hostile fire, if such **Claim** would otherwise be covered under this coverage section;"

4. Section VII. Other Insurance (A) of the Directors & Officers Liability Coverage Section is amended to read as follows:

   "If any Loss under this Coverage Section is insured under any other valid and collectible insurance or bond(s) subject to the same terms, conditions and provisions as the insurance provided by this Coverage Section, prior or current, then this Coverage Section shall cover its share of such Loss, subject to its limitations, conditions, provisions and other terms, in an amount equal to the proportion that the then-available limit of liability under this Coverage Section bears

to the aggregate of all limits of liability of all insurance covering such Loss, whether such other policy(ies) or bond(s) is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy(ies) or bond(s) is written only as specific excess insurance over the Limits of Liability provided in this Coverage Section. If any Loss under this Coverage Section is insured under any prior or current valid and collectible insurance policy(ies) or bond(s) other than as described above, then this Coverage Section shall cover such Loss, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such Loss is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this Coverage Section."

5. The Policy is deemed amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Illinois.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT

Coverage Section: ForeFront Portfolio Directors and Officer Liability Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2009

Company: Federal Insurance Company

Endorsement No. 3

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

PRINCIPAL SHAREHOLDER EXCLUSION

In consideration of the premium charged, it is agreed that no coverage will be available under the Coverage Section identified above for any **Claim** against an **Insured** brought by or on behalf of any individual or entity directly or beneficially owning 5% or more of the outstanding securities or voting rights of any **Insured Organization**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT

Coverage Section: ForeFront Portfolio Directors and Officer Liability Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2009

Company: Federal Insurance Company

Endorsement No. 4

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

AMEND SECTION III EXCLUSION (A)(4) ENDORSEMENT

In consideration of the premium charged, it is agreed that Section III Exclusions (A)(4) of the Coverage Section identified above is amended to read in its entirety as follows:

(4) based upon, arising from, or in consequence of any actual or alleged bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided that this Exclusion (A)(4) shall not apply to mental anguish, humiliation or emotional distress asserted in an employment-related **D&O Claim**;

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT

Coverage Section: ForeFront Portfolio Directors and Officer Liability Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2009

Company: Federal Insurance Company

Endorsement No. 5

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

GENERAL E&O EXCLUSION

In consideration of the premium charged, it is agreed that:

(1) Section III Exclusions (C)(6) of the Coverage Section identified above is amended to read in its entirety as follows:

(6) based upon, arising from, or in consequence of any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted in connection with the rendering of, or actual or alleged failure to render, any professional services for others by any person or entity otherwise entitled to coverage under this Coverage Section;

(2) In addition to Section III Exclusion (C)(6) of the Coverage Section identified above, as amended, no coverage will be available under the Coverage Section identified above for any **D&O Claim** based upon, arising from, or in consequence of any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted in connection with the rendering of, or actual or alleged failure to render, any professional services for others by any person or entity otherwise entitled to coverage under the Coverage Section identified above.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

Notice of Loss Control Services

Insuring Company: Federal Insurance Company

As a Chubb policyholder, you have loss prevention information and/or services available to you, as described in this Notice.

Employment Practices Liability (EPL) Loss Prevention Services

- **Chubb EPL Loss Prevention Web Site**
  For information about the program, as well as a way to access many of our available services, go to http://csi.chubb.com/epllossprevention.

- **ChubbWorks.com**
  ChubbWorks.com is a web-based platform that offers multiple services including overviews of employment laws, sample employment policies and procedures, and on-line training. To gain immediate access to ChubbWorks go to **www.chubbworks.com** and register using your policy number.

- ***Employment Practices Loss Prevention Guidelines* Manual**
  Written by Seyfarth Shaw exclusively for Chubb, this manual provides an overview of key employment issues and offers proactive ideas for avoiding employment lawsuits. To order the *Employment Practices Loss Prevention Guidelines,* simply call **1.866.282.9001,** order 14-01-0061, and provide your mailing address.

- **Loss Prevention Consultant Services**
  Chubb has developed a network of more than 120 law firms, human resources consulting firms, and labor economist/statistical firms that offer specialized services for employment issues. In addition to preferred rates for customers, Chubb will reimburse customers for 50% of the cost of the qualified services, up to 10% of the customer's insurance premium for the EPL coverage/insuring agreement. To access the network of consultants and learn more about the consultant services program, go to Chubb's EPL Loss Prevention Web site at http://csi.chubb.com/epllossprevention.

- **Toll-free Hot Line**
  Have a question on how to handle an employment situation? Simply call **1.888.249.8425** to access the nationally known employment law firm of Jackson Lewis Schnitzler & Krupman. We offer customers an unlimited number of calls to the hot line at no additional charge.

If you have any questions on the EPL Loss Prevention program, simply consult http://csi.chubb.com/epllossprevention or email csi-info@chubb.com.

Directors and Officers (D&O) Liability Loss Prevention Services

- ***Directors and Officers Liability Loss Prevention* Manual**
  Written by Dan A. Bailey exclusively for Chubb, *Directors and Officers Liability Loss Prevention* discusses general principles governing D&O liability and potential exposures for directors and officers. To order *Directors and Officers Liability Loss Prevention,* simply call **1.866.282.9001,** order 14-01-0035, and provide your mailing address.

Loss Prevention Guidelines for Independent Directors
Written exclusively for Chubb by Dan A. Bailey, this manual discusses roles played by independent directors, the increasing importance of independent directors, and corporate governance best practices. To order *Loss Prevention Guidelines for Independent Directors,* simply call **1.866.282.9001**, order 14-01-0679, and provide your mailing address.

Fiduciary Liability Loss Prevention Services

- ***Fiduciary Liability Loss Prevention* Manual**
  Written by Dan A. Bailey exclusively for Chubb, *Fiduciary Liability Loss Prevention* discusses general principles governing fiduciary liability and reviews basic fiduciary duties under ERISA. To order *Fiduciary Liability Loss Prevention,* simply call **1.866.282.9001,** order 14-01-0039, and provide your mailing address.

Internet Liability Loss Prevention Services

- **Internet Liability Loss Prevention Manuals**
  Chubb offers the *Safety'Net*^{SM} *Risk Management Guide* and the *Chubb CyberRisk Handbook,* in an effort to educate clients on the exposures associated with online commerce and web sites. To order the *Safety'Net*^{SM} *Risk Management Guide*, simply call **1.866.282.9001,** order 14-01-0488, and provide your mailing address. To order the *Chubb CyberRisk Handbook*, simply call **1.866.282.9001,** order 17-01-0093, and provide your mailing address.

Crime Loss Prevention Services

Crime Loss Prevention Manual
Written by KPMG LLP exclusively for Chubb, the Crime Loss Prevention Manual discusses general principles governing workplace crime exposures. To order the Crime Loss Prevention Manual, simply call 1.866.282.9001, and order 14-01-0044, and provide your mailing address.

Kidnap/Ransom & Extortion Loss Prevention Services

Kidnap/Ransom & Extortion Loss Prevention Manuals

Chubb offers *Managing Terrorism Risks* and *Managing Travel Risks*, written exclusively for Chubb by the Ackerman Group, Inc., an international security consultant. To order the *Managing Terrorism Risks*, simply call **1.866.282.9001,** order 14-01-0179, and provide your mailing address. To order the *Managing Travel Risks*, simply call **1.866.282.9001,** order 14-01-0178, and provide your mailing address.

The services provided are advisory in nature. While this program is offered as a resource in developing or maintaining a loss prevention program, you should consult competent legal counsel to design and implement your own program. No liability is assumed by reason of the services, access or information provided. All services are subject to change without notice.

DECLARATIONS

FEDERAL INSURANCE COMPANY
a stock insurance company, incorporated under the laws of Indiana, herein called the **Company.**

THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT. READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Corporation:

Sheaffer International LLC
800 Roosevelt Road
Building C Suite 20
Glen Ellyn, IL 60137

Item 2. Maximum Aggregate Limit of Liability for this Coverage Section: $1,000,000.00

Item 3. Coverage is only available for the following if indicated by X:	**Limit of Liability**
[X] Optional Third Party Liability Coverage Insuring Clause (B):	$1,000,000.00

Item 4. Deductible Amounts:

(A) Employment Practices Liability Coverage: Insuring Clause (A):	$2,500.00
(B) Third Party Liability Coverage (Optional): Insuring Clause (B):	$2,500.00

Item 5. Pending or Prior Litigation Dates:

(A)	Insuring Clauses (A):	January 1, 2006
(B)	Insuring Clause (B):	January 1, 2006

In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

(A) **Employment Practices Liability Coverage**

The **Company** shall pay **Loss** on behalf of the **Insureds** resulting from any **Employment Claim** first made against such **Insureds** during the **Policy Period**, or any applicable the Extended Reporting Period, for **Wrongful Acts**.

(B) **Third Party Liability Coverage (Optional)**

If Third Party Liability Coverage is purchased as set forth in Item 3 of the Declarations of this Coverage Section, the **Company** shall pay **Loss** on behalf of the **Insureds** resulting from any **Third Party Claim** first made against such **Insureds** during the **Policy Period**, or any applicable Extended Reporting Period, for **Wrongful Acts** in the amount set forth in Item 3 of the Declarations of this Coverage Section. Such amount shall be part of and not in addition to the Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section.

II. DEFINITIONS

For purposes of this Coverage Section:

(A) **Benefits** means perquisites, fringe benefits, deferred compensation or payments (including insurance premiums) in connection with an employee benefit plan and any other payment. **Benefits** shall not include salary or wages, **Stock Benefits** or non-deferred cash incentive compensation.

(B) **Breach of Employment Contract** means any breach of any oral, written or implied contract or contractual obligation including but not limited to any such obligation arising out of any personnel manual, employee handbook, policy statement or other representation.

(C) **Claim** means any **Employment Claim** and any **Third Party Claim**.

(D) **Defense Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insured Organization**) incurred in defending any **Claim** and the premium for appeal, attachment or similar bonds.

(E) **Discrimination** means any violation of employment discrimination laws including any actual, alleged or constructive employment termination, dismissal, or discharge, employment demotion, denial of tenure, modification of any term or condition of employment, any failure or refusal to hire or promote, or any limitation, segregation or classification of any **Employee** or applicant for employment in any way that would deprive or tend to deprive any person of employment opportunities or otherwise affect his or her status as an **Employee** based on such person's race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, Vietnam Era Veteran status or other protected military status or other status that is protected pursuant to any federal, state, or local statutory law or common law anywhere in the world.

(F) **Employee** means any natural person whose labor or service is engaged by and directed by the **Insured Organization**, including part-time, seasonal, leased and temporary employees as well as volunteers, but only while that natural person is acting in his or her capacity as such. **Employee** shall not include any **Independent Contractor**.

(G) **Employment Claim** means:

(1) any of the following:

(a) a written demand for monetary damages or non-monetary relief, including but not limited to a written demand for reinstatement, reemployment or re-engagement;

(b) a civil proceeding commenced by the service of a complaint or similar pleading;

(c) an arbitration proceeding; or

(d) a formal administrative or regulatory proceeding or tribunal proceeding, commenced by the filing of a notice of charges, formal investigative order or similar document, including, but not limited to, any Equal Employment Opportunity Commission proceeding or any other similar governmental agency located anywhere in the world; provided however that in the context of an audit conducted by the Office of Federal Contract Compliance Programs ("OFCCP"), **Employment Claim** shall be limited to a Notice of Violation or Order to Show Cause or written demand for monetary damages or injunctive relief;

which is brought and maintained by or on behalf of any past, present or prospective **Employee**, **Executive** or **Independent Contractor** or by the OFCCP, with respect to paragraph (d) above, against any **Insured** for a **Wrongful Act** in connection with any actual or alleged **Breach of Employment Contract**, **Discrimination**, **Harassment**, **Retaliation**, **Workplace Tort** or **Wrongful Employment Decision** (even if such **Wrongful Act** is related to allegations in a criminal proceeding), including any appeal therefrom; or

(2) a written request received by an **Insured** to toll or waive a statute of limitations, relating to a potential **Employment Claim** as described in paragraph (1) above.

Employment Claim shall not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

(H) **Executive** means any natural person specified below:

(1) duly elected or appointed as a directors, officers, members of the Board of Managers or management committee members of any **Insured Organization** incorporated in the United States of America;

(2) in–house general counsel of any **Insured Organization** incorporated in the United States of America; or

(3) equivalent positions of (1) or (2) above in any **Insured Organization** chartered in any other jurisdiction anywhere in the world.

(I) **Harassment** means:

(1) sexual harassment, including unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature that is made a condition of employment with, used as a

basis for employment decisions by, interferes with performance or creates an intimidating, hostile or offensive working environment within, the **Insured Organization**; or

(2) workplace harassment, including work related harassment of a non-sexual nature that interferes with performance or creates an intimidating, hostile or offensive working environment within the **Insured Organization**.

(J) **Independent Contractor** means any natural person working for the **Insured Organization** in the capacity of an independent contractor and pursuant to an **Independent Contractor Services Agreement**.

(K) **Independent Contractor Services Agreement** means any express contract or agreement between an **Independent Contractor** and the **Insured Organization** governing the nature of the **Insureds'** engagement of such **Independent Contractor**.

(L) **Insured** means the **Insured Organization** and any **Insured Person**.

(M) **Insured Person** means:

(1) any past, present or future **Executive** or **Employee** of the **Insured Organization**; and

(2) with respect to Insuring Clause (A), any **Independent Contractor**, but only if the **Insured Organization** agrees in writing, prior to or no later than thirty (30) days after the **Employment Claim** or **Third Party Claim** is made, to indemnify the **Independent Contractor** for liability arising out of any **Employment Claim** or **Third Party Claim**.

(N) **Loss** means the total amount which any **Insured** becomes legally obligated to pay as a result of any **Claim** made against any **Insured** for **Wrongful Acts**, including, but not limited to, damages (including punitive or exemplary damages, liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act, or the multiple portion of any multiplied damage award, to the extent such damages are insurable under the law of any jurisdiction which has a substantial relationship to the **Insureds**, the **Company**, this Policy or the **Claim** and which is most favorable to the insurability of such damages), judgments, settlements, pre-judgment and post-judgment interest and **Defense Costs**. **Loss** does not include:

(1) any amount for which an **Insured Organization** or an **Insured Person** is absolved from payment by reason of any covenant, agreement (other than indemnification of an **Insured Person** by the **Insured Organization**) or court order;

(2) matters uninsurable under the law pursuant to which this Policy is construed;

(3) taxes, fines or penalties imposed by law;

(4) **Stock Benefits**;

(5) any amount allocated to uncovered loss pursuant to Section X Allocation of the General Terms and Conditions Section;

(6) the future compensation or **Benefits** of a claimant who has been or shall be hired, promoted or reinstated to employment pursuant to a settlement, order or other resolution of such **Claim**; or

(7) any monetary payment for violation of any notice requirement pursuant to or for a notice period under any applicable law, including the Worker Adjustment and Retraining

Notification Act or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world.

(O) **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.

(P) **Pollution** means the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere or any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.

(Q) **Retaliation** means retaliatory treatment against an **Employee**, **Executive** or **Independent Contractor** on account of such individual:

(1) exercising his or her rights under law, including but not limited to rights under any workers compensation laws, the Family and Medical Leave Act, or the Americans with Disabilities Act;

(2) refusing to violate any law;

(3) having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law by the **Insured Organization**;

(4) disclosing or threatening to disclose to a superior or to any governmental agency any alleged violations of law; or

(5) filing any claim against the **Insured Organization** under the Federal False Claims Act or any other similar "whistle blower" federal, state, or local statutory law or common law anywhere in the world.

(R) **Stock Benefits** means any offering, plan or agreement between the **Insured Organization** and any **Executive** or **Employee** which grants stock or stock options or stock appreciation rights as to the **Insured Organization** to such individual, including but not limited to stock options, restricted stock or any other stock grant, but not including employee stock ownership plans or employee stock purchase plans.

(S) **Third Party** means any natural person who is a customer, vendor, service provider or other business invitee of the **Insured Organization**. **Third Party** shall not include **Employees**.

(T) **Third Party Claim** means:

(1) any of the following:

(a) a written demand for monetary damages or non-monetary relief;

(b) a civil proceeding commenced by the service of a complaint or similar pleading;

(c) an arbitration proceeding; or

(d) a formal administrative regulatory or tribunal proceeding commenced by the filing of a notice of charges, formal investigative order or similar document;

which is brought and maintained by or on behalf of a **Third Party** against an **Insured** for a **Wrongful Act** in connection with any actual or alleged **Third Party Discrimination or Sexual Harassment**, including any appeal therefrom; or

(2) a written request received by an **Insured** to toll or waive a statute of limitations, relating to a potential **Third Party Claim** as described in paragraph (1) above.

(U) **Third Party Discrimination or Sexual Harassment** means:

(1) discrimination against a **Third Party** based upon such **Third Party's** race, color, religion, creed, age, sex, disability, marital status, national origin, pregnancy, HIV status, sexual orientation or preference, Vietnam Era Veteran status or other protected military status or other status that is protected pursuant to any federal, state, or local statutory law or common law anywhere in the world; or

(2) sexual harassment, including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature against a **Third Party**.

(V) **Workplace Tort** means actual or alleged:

(1) employment-related misrepresentation, defamation (including libel and slander), invasion of privacy, negligent evaluation, wrongful discipline or wrongful deprivation of career opportunity; or

(2) employment-related negligent retention, supervision, hiring or training, employment-related wrongful infliction of emotional distress, mental anguish or humiliation or failure to provide or enforce consistent employment-related corporate policies and procedures; when alleged as part of an **Employment Claim** for actual or alleged **Wrongful Employment Decision**, **Breach of Employment Contract**, **Discrimination**, **Harassment**, or **Retaliation**.

(W) **Wrongful Act** means any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted, or allegedly committed or attempted by any **Insured Organization** or by any **Insured Person** in his or her capacity as such, or any matter claimed against any **Insured Person** solely by reason of his or her status as such.

(X) **Wrongful Employment Decision** means the actual, alleged or constructive termination, dismissal, or discharge of employment, demotion, denial of tenure, or failure or refusal to hire or promote. **Wrongful Employment Decision** shall not include **Breach of Employment Contract**.

III. EXCLUSIONS

(A) No coverage will be available under this Coverage Section for any **Claim**:

(1) based upon, arising from, or in consequence of any circumstance, if written notice of such circumstance has been given under any policy of which this Coverage Section is a direct or indirect renewal or replacement and if such prior policy affords coverage (or would afford such coverage except for the exhaustion of its limits of liability) for such **Claim**, in whole or in part, as a result of such notice;

(2) based upon, arising from, or in consequence of a written demand, suit, formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document, an audit conducted by the Office of Federal Contract Compliance Programs or arbitration proceeding pending or order, decree or judgment entered for or against any **Insured** on or prior to the applicable Pending or Prior Litigation Date as set forth in Item 5 of the Declarations of this Coverage Section or the same or any substantially similar fact, circumstance or situation underlying or alleged therein;

(3) based upon, arising from, or in consequence of **Pollution**; provided that this Exclusion (A)(3) shall not apply to any **Employment Claim** for **Retaliation**;

(4) for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided that this Exclusion (A)(4) shall not apply to any emotional distress, mental anguish or humiliation;

(5) based upon, arising from, or in consequence of any actual or alleged obligation of any **Insured** pursuant to any workers compensation, unemployment insurance, social security, disability benefits or any similar federal, state, or local statutory law or common law anywhere in the world; provided that this Exclusion (A)(5) shall not apply to any **Employment Claim** for **Retaliation**;

(6) based upon, arising from, or in consequence of the liability of others assumed by any **Insured** under any contract or agreement, either oral or written, except to the extent that an **Insured** would have been liable in the absence of the contract or agreement;

(7) for any actual or alleged breach of any **Independent Contractor Services Agreement**;

(8) for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Securities Act of 1974 (except Section 510 thereof), the Fair Labor Standards Act (except the Equal Pay Act), the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world; provided that this Exclusion (A)(8) shall not apply to any **Employment Claim** for **Retaliation**; or

(9) for any actual or alleged violation of the responsibilities, obligations or duties imposed by the National Labor Relations Act or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world.

(B) No coverage will be available under this Coverage Section for **Loss**, other than **Defense Costs**:

(1) which constitutes **Benefits** due or to become due or the equivalent value of such **Benefits**; provided that this Exclusion (B)(1) shall not apply to any **Employment Claim** for actual or alleged wrongful termination, dismissal or discharge of employment;

(2) which constitutes costs associated with any accommodation pursuant to the Americans with Disabilities Act or the Civil Rights Act of 1964 or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;

(3) which constitutes costs of compliance with any order for, grant of or agreement to provide non-monetary relief; or

(4) which constitutes severance payments pursuant to an express written obligation in the event of a termination of employment; provided that this Exclusion (B)(4) shall not apply to the extent such payments are negotiated with and consented to by the **Company** as part of a settlement.

(C) No coverage will be available under this Coverage Section for **Loss**, other than **Defense Costs**, resulting from any **Claim** based upon, arising from, or in consequence of any actual or alleged breach of any written employment contract; provided that this Exclusion (C) shall not apply to the extent an **Insured** would have been liable for such **Loss** in the absence of such written employment contract.

(D) No coverage will be available under this Coverage Section for any **Third Party Claim** in connection with any actual or alleged price discrimination or violation of any anti-trust statute or other law designed to protect competition or prevent unfair trade practices.

IV. EMPLOYMENT CLAIM ARBITRATION

(A) Any dispute between any **Insured** and the **Company** based upon, arising from or in connection with any actual or alleged coverage under this Coverage Section, including but not limited to any dispute sounding in contract or tort, shall be submitted to binding arbitration.

(B) The **Insured Organization**, however, shall first have the option to resolve the dispute by non-binding mediation pursuant to such rules and procedures, and using such mediator, as the parties may agree. If the parties cannot so agree, the mediation shall be administered by the American Arbitration Association pursuant to its then prevailing commercial mediation rules.

(C) If the parties cannot resolve the dispute by non-binding mediation, the parties shall submit the dispute to binding arbitration pursuant to the rules of the American Arbitration Association, except that the arbitration panel shall consist of one arbitrator selected by the **Insureds**, one arbitrator selected by the **Company**, and a third arbitrator selected by the first two arbitrators.

V. OTHER INSURANCE

Unless specifically stated otherwise, the coverage afforded under this Coverage Section:

(A) for **Employment Claims**, shall be primary; provided that with respect to that portion of an **Employment Claim** made against any leased or temporary **Employee** or **Independent Contractor**, **Loss**, including **Defense Costs**, payable on behalf of such leased or temporary **Employee** or **Independent Contractor** under this Coverage Section will be specifically excess of and will not contribute with other valid insurance, including but not limited to any other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess over the Limit of Liability of this Coverage Section.

(B) for **Third Party Claims**, shall be specifically excess of and will not contribute with other valid insurance, including but not limited to any other insurance under which there is a duty to defend, unless such other insurance is specifically stated to be in excess over the Limit of Liability of this Coverage Section.

VI. COORDINATION OF COVERAGE

Any **Loss** covered under this Coverage Section and either the Directors and Officers Liability Coverage Section or the Fiduciary Liability Coverage Section, if purchased, shall be first covered under this Coverage Section, subject to its terms, conditions and limitations.

CHUBB

ENDORSEMENT/RIDER

Coverage Section: ForeFront Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2009

Federal Insurance Company

Endorsement/Rider No. 1

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

CLAIM REPORTING INCENTIVE FOR EMPLOYMENT PRACTICES LIABILITY ONLY ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to the Employment Practices Liability Coverage Section, the following shall apply:

(1) If the Company receives written notice of a **Claim** from the **Insureds** in accordance with Section VII. REPORTING of the General Terms and Conditions Section no later than fifteen (15) business days after such **Claim** is first made, then the Deductible amount applicable to such **Claim** shall be reduced by ten percent (10%). If the Company does not receive such written notice within fifteen (15) business days after such **Claim** is first made, the terms, limitations, conditions, exclusions and provisions of this coverage section and of the General Terms and Conditions Section shall remain unchanged.

(2) With respect to the foregoing paragraph, notice to the broker or agent shall not constitute notice to the Company.

(3) Solely for purposes of the foregoing paragraph, a **Claim** is deemed to be "first made" at the earliest occurrence of any of the following:

(i) the date of the written demand letter;
(ii) the date of the demand for arbitration;
(iii) the date of issuance of the notice of charges or the formal investigative order; or
(iv) the date the **Insured** receives the service of a complaint with respect to a civil proceeding/lawsuit.

(4) The foregoing shall not apply to any **Potential Employment Claims** or **Potential Third Party Claims**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT

Coverage Section: ForeFront Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2009

Company: Federal Insurance Company

Endorsement No. 2

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

LOSS PREVENTION CONSULTANT SERVICES ENDORSEMENT

In order to assist the **Insured** in reducing its exposure to covered **Loss** under this coverage section, the Company has agreed to contribute to the cost of the qualified employment practices loss prevention consultant services reviewed and approved by the Company, including but not limited to the following:

(a) Legal compliance audits of human resources/employment policies and practices;

(b) Development or updating of human resources/employment policies and practices;

(c) Training program design and implementation on topics such as employment discrimination laws, equal employment opportunity obligations, maintaining hostile-free work environments, interviewing skills, managing diversity, and handling corrective action and discharge issues, all with a focus on loss prevention;

(d) Legal advice and counsel on employment issues; or

(e) Statistical analyses on workforce and employment practices to detect trends or patterns that could lead to regulatory problems, lawsuits or employee allegations;

provided, however, that such contribution shall take the form of a return premium of fifty percent (50%) of the cost of such qualified employment practices loss prevention consultant services, but such contribution shall also be subject to a maximum amount equal to ten percent (10%) of the annual premium charged for this coverage section.

All employment practices loss prevention consultant services shall be provided by a loss prevention services provider approved by the Company and such services must be rendered during the **Policy Period**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT

Coverage Section: ForeFront Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2009

Company: Federal Insurance Company

Endorsement No. 3

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

ILLINOIS AMENDATORY ENDORSEMENT TO THE EMPLOYMENT PRACTICES LIABILITY COVERAGE SECTION

In consideration of the premium charged, it is agreed that:

1. Defense Costs do not include remuneration, salaries, wages, fees, expenses, overhead, or benefit expenses or other fees or charges of the Company and the definition of "Defense Costs" in Section II. Definitions of the Employment Practices Liability Coverage Section is amended accordingly.

2. The first sentence of Section II. Definitions (N) of the Employment Practices Liability Coverage Section is amended to read as follows:

   "Loss means the total amount which any **Insured** becomes legally obligated to pay as a result of any **Claim** made against any **Insured** for **Wrongful Acts**, including, but not limited to, damages (including punitive or exemplary damages, liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act, or the multiple portion of any multiplied damage award, to the extent such damages are insurable under the law of any jurisdiction which has a substantial relationship to the **Insureds**, the **Company**, this Policy or the **Claim** and which is most favorable to the insurability of such damages; provided however, that under Illinois law punitive damages are insurable only if such damages are based on vicarious liability for another's acts or omissions), judgments, settlements and **Defense Costs**."

3. Section III. Exclusions (A)(3) of the Employment Practices Liability Coverage Section is amended to add the following to the end thereof:

   "provided further that this Exclusion III(A)(3) shall not apply to a **Claim** resulting from smoke or fumes from a hostile fire, if such **Claim** would otherwise be covered under this coverage section;"

4. The Policy is deemed amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Illinois.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT/RIDER

Coverage Section: ForeFront Employment Practices Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2009

Federal Insurance Company

Endorsement/Rider No. 4

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

EMPLOYMENT PRACTICES LIABILITY COVERAGE SECTION ENDORSEMENT

In consideration of the premium charged, it is agreed that:

(1) Subparagraph (2) of Section II Definitions (M) of the Coverage Section identified above is amended to read in its entirety as follows:

(2) with respect to Insuring Clause (A), and Insuring Clause (B) if applicable, any **Independent Contractor**, but only if the **Insured Organization** agrees in writing, prior to or no later than thirty (30) days after the **Employment Claim** or **Third Party Claim** is made, to indemnify the **Independent Contractor** for liability arising out of any **Employment Claim** or **Third Party Claim**.

(2) Section III Exclusions (A)(4) of the Coverage Section identified above is amended to read in its entirety as follows:

(4) for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided that this Exclusion (A)(4) shall not apply to any emotional distress, mental anguish or humiliation resulting from any **Discrimination**, **Harassment**, **Retaliation**, **Workplace Tort**, **Wrongful Employment Decision** or **Third Party Discrimination or Sexual Harassment** committed, attempted, or allegedly committed or attempted by an **Insured** and alleged in any **Employment Claim**, or any **Third Party Claim** if applicable;

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

DECLARATIONS

FEDERAL INSURANCE COMPANY
a stock insurance company, incorporated under the laws of Indiana, herein called the **Company**.

THIS COVERAGE SECTION PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO "CLAIMS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS" UNLESS OTHERWISE SPECIFIED HEREIN, AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT. READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Corporation:

Sheaffer International LLC
800 Roosevelt Road
Building C Suite 20
Glen Ellyn, IL 60137

Item 2. Maximum Aggregate Limit of Liability for this Coverage Section: $1,000,000.00

Item 3. Coverage is only available for the following if indicated by X:

☒ (A) Optional Insuring Clause (B): Voluntary Settlement Program Coverage

☐ (B) Optional Coverage Section IV: Defense Outside the Limits of Liability Coverage

Item 4. Deductible Amounts:

(A) Fiduciary Liability Coverage: Insuring Clause (A):	$0.00
(B) Voluntary Settlement Program Coverage: Insuring Clause (B):	$0.00

Item 5. Pending or Prior Litigation Dates:

(A)	Insuring Clauses (A):	January 1, 2006
(B)	Insuring Clause (B):	January 1, 2006

In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

(A) **Fiduciary Liability Coverage**

The **Company** shall pay **Loss** on behalf of the **Insureds** resulting from any **Fiduciary Claim** first made against such **Insured** during the **Policy Period**, or any applicable Extended Reporting Period, for **Wrongful Acts** by the **Insureds** or by any person for whose **Wrongful Acts** the **Insureds** are legally responsible.

(B) **Voluntary Settlement Program Coverage (Optional)**

If the Voluntary Settlement Program Coverage is purchased, as set forth in Item 3 of the Declarations of this Coverage Section, the **Company** shall pay **Settlement Fees** on behalf of the **Insureds** following a **Settlement Program Notice** provided during the **Policy Period**, or any applicable Extended Reporting Period, in an amount not to exceed $100,000. Such amount shall be part of and not in addition to the Limit of Liability, as set forth in Item 2 of the Declarations of this Coverage Section.

II. DEFINITIONS

For purposes of this Coverage Section:

(A) ***Administration*** *means:*

(1) giving advice to **Employees** with respect to any **Plan**;

(2) providing interpretations with respect to any **Plan**; or

(3) handling of records or effecting enrollment, termination or cancellation of **Employees** under any **Plan**.

(B) **Claim** *means for the purposes of coverage under:*

(1) Insuring Clause (A): any **Fiduciary Claim**; or

(2) Insuring Clause (B): any **Settlement Program Notice**.

(C) **Defense Costs** means that part of **Loss** consisting of reasonable costs, charges, fees (including but not limited to attorneys' fees and experts' fees) and expenses (other than regular or overtime wages, salaries or fees of the directors, officers or employees of the **Insured Organization**) *incurred in defending any* **Claim** *and the premium for appeal, attachment or similar bonds.*

(D) **Employee** means any natural person whose labor or service is engaged by and directed by the **Insured Organization**, including part-time, seasonal, leased and temporary employees as well as volunteers. **Employee** shall not include any independent contractor.

(E) **Executive** means any natural person specified below:

(1) duly elected or appointed directors, officers, members of the Board of Managers or management committee members of any **Insured Organization** incorporated in the United States of America;

(2) in–house general counsel of any **Insured Organization** incorporated in the United States of America; or

(3) equivalent positions of (1) or (2) above in any **Insured Organization** chartered in any other jurisdiction anywhere in the world.

(F) **Fiduciary Claim** means:

(1) any of the following:

(a) a written demand for monetary damages or injunctive relief;

(b) a civil proceeding commenced by the service of a complaint or similar pleading;

(c) a criminal proceeding commenced by a return of an indictment;

(d) a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document; or

(e) a written notice of commencement of an investigation by the Department of Labor or the Pension Benefit Guaranty Corporation;

against an **Insured** for a **Wrongful Act**, including any appeal therefrom; or

(2) a written request received by an **Insured** to toll or waive a statute of limitations, relating to a potential **Fiduciary Claim** as described in paragraph (1) above.

(G) **Insured** means the **Insured Organization**, any **Plan** and any **Insured Person**.

(H) **Insured Person** means:

(1) any past, present or future **Executive**, **Employee** or trustee of the **Insured Organization** or of the **Sponsored Plan**; and

(2) any past, present or future natural person trustee or fiduciary of a mulli-employer plan, when such person is added by specific written endorsement to this Coverage Section.

(I) **Loss** means the total amount which any **Insured** becomes legally obligated to pay as a result of any **Claim** made against any **Insured** for **Wrongful Acts**, including, but not limited to, damages (including punitive or exemplary damages, or the multiple portion of any multiplied damage award, to the extent such damages are insurable under the law of any jurisdiction which has a substantial relationship to the **Insureds**, the **Company**, this Policy or the **Claim** and which is most favorable to the insurability of such damages), judgments, settlements, pre-judgment and post-judgment interest, **Settlement Fees** and **Defense Costs**. **Loss** does not include:

(1) any amount for which an **Insured Organization** or an **Insured Person** is absolved from payment by reason of any covenant, agreement (other than indemnification of an **Insured Person** by the **Insured Organization**) or court order;

(2) matters uninsurable under the law pursuant to which this Policy is construed;

(3) taxes, fines or penalties imposed by law, except:

(a) the five percent (5%) or less, or the twenty percent (20%) or less, civil penalties imposed upon an **Insured** as a fiduciary under Section 502(i) or (l), respectively, of the Employee Retirement Income Security Act of 1974, as amended; or

(b) if the Voluntary Settlement Program Coverage is purchased, as set forth in Item 3 of the Declarations of this Coverage Section, **Settlement Fees**; or

(4) any amount allocated to uncovered loss pursuant to Section X Allocation of the General Terms and Conditions.

(J) **Plan** means:

(1) any **Sponsored Plan**; and

(2) any government-mandated insurance for workers compensation, unemployment, social security or disability benefits for **Employees**.

(K) **Pollutants** means any substance located anywhere in the world exhibiting any hazardous characteristics as defined by, or identified on a list of hazardous substances issued by, the United States Environmental Protection Agency or any state, county, municipality or locality counterpart thereof. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials. **Pollutants** shall also mean any other air emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products and any noise.

(L) **Pollution** means the actual, alleged or threatened discharge, release, escape or disposal of **Pollutants** into or on real or personal property, water or the atmosphere or any direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**, or any voluntary decision to do so.

(M) **Settlement Fees** means any fees, penalties or sanctions imposed by law under a **Settlement Program** that any **Insured** becomes legally obligated to pay as a result of **Wrongful Acts**. **Settlement Fees** shall not include costs of corrections, other than fees or penalties.

(N) **Settlement Program** means any voluntary compliance resolution program or similar voluntary settlement program, administered by the Internal Revenue Service of the United States of America or any other governmental body, entered into by the **Insured Organization**.

(O) **Settlement Program Notice** means prior written notice to the **Company** by the **Insured Organization** of its intent to enter into a **Settlement Program**.

(P) **Sponsored Plan** means:

(1) any Employee Benefit Plan, Pension Benefit Plan or Welfare Benefit Plan, as each are defined in the Employee Retirement Income Security Act of 1974, as amended, which is operated solely by the **Insured Organization** or jointly by the **Insured Organization** and a labor organization for the benefit of the **Employees** of the **Insured Organization** located anywhere in the world and which existed on or before the inception date of this Coverage Section or which is created or acquired after the inception date of this Coverage Section (as provided in Section XI Changes in Exposure of the General Terms and Conditions Section);

(2) any other employee benefit plan or program not subject to Title 1 of the Employee Retirement Income Security Act of 1974, as amended, sponsored solely by the **Insured Organization** for the benefit of the **Employees**, including any excess benefit plan located anywhere in the world and which existed on or before the inception date of this Coverage Section or which is created or acquired after the inception date of this Coverage Section (as provided in Section XI Changes in Exposure of the General Terms and Conditions Section); or

(3) any other plan, fund, or program specifically included as a **Sponsored Plan** by endorsement to this Coverage Section.

Sponsored Plan shall not include any employee stock ownership plan created or acquired by the **Insured Organization** after the inception date of this Policy as set forth in Item 2 of the Declarations of the General Terms and Conditions Section (except as otherwise provided in Section V Creation or Acquisition of an ESOP of this Coverage Section) or any multi-employer plan regardless of the date such plan was created.

(Q) **Wrongful Act** means with respect to any **Plan**:

(1) any breach of the responsibilities, obligations or duties imposed upon fiduciaries of the **Sponsored Plan** by the Employee Retirement Income Security Act of 1974, or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world;

(2) any negligent act, error or omission in the **Administration** of any **Plan** committed, attempted or allegedly committed or attempted by any **Insured**; or

(3) any other matter claimed against such **Insured** solely by reason of their service as a fiduciary of any **Sponsored Plan**.

III. EXCLUSIONS

(A) No coverage will be available under this Coverage Section for any **Claim** against an **Insured**:

(1) based upon, arising from, or in consequence of any circumstance, if written notice of such circumstance has been given under any policy of which this Coverage Section is a direct or indirect renewal or replacement and if such prior policy affords coverage (or would afford

such coverage except for the exhaustion of its limits of liability) for such **Claim**, in whole or in part, as a result of such notice;

(2) based upon, arising from, or in consequence of a written demand, suit, or other proceeding pending, or order, decree or judgment entered for or against any **Insured** on or prior to the applicable Pending or Prior Litigation Date as set forth in Item 5 of the Declarations of this Coverage Section, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein;

(3) based upon, arising from, or in consequence of **Pollution**, including but not limited to any **Claim** for financial loss to any **Insured Organization** or **Plan**, its security holders or its creditors;

(4) for bodily injury, mental anguish, emotional distress, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed;

(5) based upon, arising from, or in consequence of liability of others assumed by any **Insured** under any written or oral contract or agreement, provided that this Exclusion (A)(5) shall not apply to the extent that:

(a) an **Insured** would have been liable in the absence of the contract or agreement; or

(b) the liability was assumed in accordance with or under the agreement or declaration of trust pursuant to which the **Plan** was established;

(6) for the failure of the **Insured** to comply with any workers compensation, unemployment insurance, social security or disability benefits law or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world, except the Consolidated Omnibus Budget Reconciliation Act of 1985, or any amendments thereto or any rules or regulations promulgated thereunder;

(7) based upon, arising from, or in consequence of any deliberately fraudulent act or omission or any willful violation of any statute or regulation by such **Insured**, if a final and non-appealable judgment or adjudication adverse to such **Insured** establishes such a deliberately fraudulent act or omission or willful violation; or

(8) based upon, arising from, or in consequence of any **Insured** having gained in fact any profit, remuneration or financial advantage to which such **Insured** was not legally entitled.

(B) No coverage will be available under this Coverage Section for **Loss**, other than **Defense Costs**,

(1) which constitutes the return or reversion to an employer of any contribution or asset of a **Plan**;

(2) which constitutes costs of compliance with any order for, grant of or agreement to provide non-monetary relief; or

(3) which constitutes benefits due or to become due under any **Plan**, or benefits which would be due under any **Plan** if such **Plan** complied with all applicable law, except to the extent that:

(a) an **Insured** is a natural person and the benefits are payable by such **Insured** as a personal obligation; and

(b) recovery for the benefits is based upon a covered **Wrongful Act**.

(C) No coverage will be available under this Coverage Section for **Loss**, other than **Defense Costs**, resulting from any **Claim** based upon, arising from, or in consequence of the failure to collect an employer's contributions owed to a **Plan** unless the failure is because of the negligence of any **Insured**.

(D) **Severability of Exclusions**

With respect to the Exclusions (A)(7) and (A)(8) in this Coverage Section, no fact pertaining to or knowledge possessed by any **Insured** shall be imputed to any other **Insured** to determine if coverage is available.

IV. DEFENSE OUTSIDE THE LIMITS OF LIABILITY (Optional)

Solely in the event that Defense Outside the Limits of Liability is purchased, as set forth in Item 3 of the Declarations of this Coverage Section, **Defense Costs** shall be in addition to, and not a part of, the Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section; provided that, when such Limit of Liability is exhausted by payment of **Loss**, other than **Defense Costs**, the **Company's** obligation to pay **Defense Costs** and its obligation to defend or continue to defend any **Claim** shall cease.

V. CREATION OR ACQUISITION OF AN ESOP

If the **Insured Organization** creates or directly or indirectly acquires an employee stock ownership plan ("ESOP"), the **Insured Organization** will promptly give the **Company** written notice thereof and all information requested by the **Company**. The **Company** shall provide to the **Insured Organization** a quotation for coverage for **Claims** based upon, arising from, or in consequence of such ESOP, subject to such terms, conditions, limitations of coverage and such additional premium as the **Company**, in its sole discretion, may require.

VI. TERMINATION OF PLAN

If an **Insured Organization** terminates a **Plan** before or after the inception date of this Coverage Section, coverage under this Coverage Section, with respect to such terminated **Plan**, shall continue until termination of this Coverage Section for those who were an **Insured** at the time of such **Plan** termination or who would have been an **Insured** at the time of such termination if this Coverage Section had been in effect, with respect to **Wrongful Acts** committed or allegedly committed prior to or after the date the **Plan** was terminated.

VII. OTHER INSURANCE

If any **Loss** under this Coverage Section is insured under any other valid and collectible insurance policy(ies), prior or current, then this Coverage Section shall cover such **Loss**, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such **Loss** is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this Coverage Section.

VIII. COORDINATION OF COVERAGE

Any **Loss** covered under this Coverage Section and the Employment Practices Liability Coverage Section, if purchased as set forth in Item 4 of the Declarations of the General Terms and Conditions Section, shall be first covered under the Employment Practices Liability Coverage Section, subject to the terms, conditions and limitations therein. Any remaining portion of such **Loss** otherwise covered under this Coverage Section which is not paid under the Employment Practices Liability Coverage Section shall be covered under this Coverage Section, subject to its terms, conditions and limitations.

CHUBB

ENDORSEMENT/RIDER

Coverage Section: ForeFront Fiduciary Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2009

Federal Insurance Company

Endorsement/Rider No. 1

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

AMEND BENEFITS DUE EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that Subsection III, Exclusion (B)(3), of this coverage section is amended to read in its entirety as follows:

(3) which constitutes benefits due or to become due under any **Plan**, or benefits which would be due under any **Plan** if such **Plan** complied with all applicable law, except to the extent that:

(a) an **Insured** is a natural person and the benefits are payable by such **Insured** as a personal obligation, and recovery for the benefits is based upon a covered **Wrongful Act**; or

(b) a **Fiduciary Claim** made against an **Insured** alleges a loss to the **Plan** and/or to the accounts of such **Plan's** participants by reason of a change in the value of the investments held by such **Plan**, regardless of whether the amounts sought or recovered by the plaintiffs in such **Fiduciary Claim** are characterized by plaintiffs as "benefits" or held by a court as "benefits".

In the event that this endorsement conflicts with any other endorsement to this coverage section, this endorsement shall govern.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT

Coverage Section: ForeFront Fiduciary Liability Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2009

Company: Federal Insurance Company

Endorsement No. 2

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

ILLINOIS AMENDATORY ENDORSEMENT TO THE FIDUCIARY LIABILITY COVERAGE SECTION

In consideration of the premium charged, it is agreed that:

1. Defense Costs do not include remuneration, salaries, wages, fees, expenses, overhead, or benefit expenses or other fees or charges of the Company and the definition of "Defense Costs" in Section II. Definitions C of the Fiduciary Liability Coverage Section is amended accordingly.

2. The first sentence of Section II. Definitions (I) of the Fiduciary Liability Coverage Section is amended to read as follows:

   "**Loss** means the total amount which any **Insured** becomes legally obligated to pay as a result of any **Claim** made against any **Insured** for **Wrongful Acts**, including, but not limited to, damages (including punitive or exemplary damages, or the multiple portion of any multiplied damage award, to the extent such damages are insurable under the law of any jurisdiction which has a substantial relationship to the **Insureds**, the **Company**, this Policy or the **Claim** and which is most favorable to the insurability of such damages; provided however, that under Illinois law punitive damages are insurable only if such damages are based on vicarious liability for another's acts or omissions), judgments, settlements, **Settlement Fees** and **Defense Costs**."

3. Section III. Exclusions (A)(3) of the Fiduciary Liability Coverage Section is amended to add the following to the end thereof:

   "provided that this Exclusion III(A)(3) shall not apply to a **Claim** resulting from smoke or fumes from a hostile fire, if such **Claim** would otherwise be covered under this coverage section;"

4. Section VII. Other Insurance of the Fiduciary Liability Coverage Section is amended to read as follows:

   "If any Loss under this Coverage Section is insured under any other valid and collectible insurance or bond(s) subject to the same terms, conditions and provisions as the insurance provided by this Coverage Section, prior or current, then this Coverage Section shall cover its share of such Loss, subject to its limitations, conditions, provisions and other terms, in an amount equal to the proportion that the then-available limit of liability under this Coverage Section bears to the aggregate of all limits of liability of all insurance covering such Loss, whether such other

policy(ies) or bond(s) is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy(ies) or bond(s) is written only as specific excess insurance over the Limits of Liability provided in this Coverage Section. If any Loss under this Coverage Section is insured under any prior or current valid and collectible insurance policy(ies) or bond(s) other than as described above, then this Coverage Section shall cover such Loss, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such Loss is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this Coverage Section."

5. The Policy is deemed amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Illinois.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT/RIDER

Coverage Section: ForeFront Fiduciary Liability Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2009

Federal Insurance Company

Endorsement/Rider No. 3

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

HIPAA EXTENSION ENDORSEMENT

In consideration of the premium charged, it is agreed that:

(1) The definition of **Loss**, as defined in Section II Definitions (I) of the Coverage Section identified above, is amended by adding the following exception to subparagraph (3):

(c) any civil money penalties imposed upon an **Insured** for violation of the privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA"); provided the Company's maximum aggregate liability for all such civil money penalties on account of all **Claims** first made during the **Policy Period** shall be $25,000.00, which is a sublimit that further limits and does not increase the Company's maximum liability under this coverage section.

(2) The definition of **Wrongful Act,** as defined in Section II Definitions (Q) of the Coverage Section identified above, is amended to include the following with respect to any **Plan**:

(a) any breach of the responsibilities, obligations or duties imposed upon fiduciaries of the **Sponsored Plan** by the Health Insurance Portability and Accountability Act of 1996 and any rules or regulations promulgated thereunder ("HIPAA"); or

(b) any other violation of HIPAA claimed against an **Insured** due solely to such **Insured's** service as a fiduciary of any **Sponsored Plan**; or

(c) any actual or alleged negligent violation of HIPAA by an **Insured** in the **Administration** of any **Plan**.

(3) Section III Exclusions (A)(6) of the Coverage Section identified above is amended to read in its entirety as follows:

(6) for the failure of the **Insured** to comply with any workers compensation, unemployment insurance, social security or disability benefits law or any amendments thereto or any rules or regulations promulgated thereunder, or any similar provisions of any federal, state, or local statutory law or common law anywhere in the world, except:

(a) the Consolidated Omnibus Budget Reconciliation Act of 1985 and any amendments thereto or any rules or regulations promulgated thereunder; or

(b) the Health Insurance Portability and Accountability Act of 1996 and any rules or regulations promulgated thereunder ("HIPAA").

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

DECLARATIONS

FEDERAL INSURANCE COMPANY
a stock insurance company, incorporated under the laws of Indiana, herein called the **Company.**

READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Corporation:

Sheaffer International LLC
800 Roosevelt Road
Building C Suite 20
Glen Ellyn, IL 60137

Item 2. Coverage is only available for the following if indicated by X:

Insuring Clauses	Limits of Liability	Deductible Amount
(A) [X] Employee Theft: Insuring Clause (A):	$500,000.00	$1,000.00
(B) [X] Premises: Insuring Clause (B):	$500,000.00	$1,000.00
(C) [X] In Transit: Insuring Clause (C):	$500,000.00	$1,000.00
(D) [X] Forgery: Insuring Clause (D):	$500,000.00	$1,000.00
(E) [X] Computer Fraud: Insuring Clause (E):	$500,000.00	$1,000.00
(F) [X] Funds Transfer Fraud: Insuring Clause (F):	$500,000.00	$1,000.00
(G) [X] Money Order And Counterfeit Currency Fraud: Insuring Clause (G):	$500,000.00	$1,000.00
(H) [X] Credit Card Fraud: Insuring Clause (H):	$500,000.00	$1,000.00
(I) [ ] Client Coverage: Insuring Clause (I):	Not Covered	Not Covered
(J) [ ] Expense Coverage: Insuring Clause (J):	Not Covered	Not Applicable

Item 3. Coverage only applies as indicated by X.

(A) [X] Loss Sustained; or

(B) [ ] Loss Discovered

In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

(A) Employee Theft Coverage

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Theft** or **Forgery** committed by an **Employee** acting alone or in collusion with others.

(B) Premises Coverage

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from:

(1) **Robbery**; **Safe Burglary**; or unlawful taking of **Money** or **Securities**; by a **Third Party**; or

(2) actual destruction or disappearance of **Money** or **Securities**;

within or from the **Premises** or **Banking Premises**. Coverage under this Insuring Clause shall also include:

(a) loss of or damage to **Property** by **Robbery** or attempted **Robbery** within the **Premises**;

(b) loss of or damage to such **Property** contained within any safe which results from **Safe Burglary** or attempted **Safe Burglary** within the **Premises**;

(c) damage to a locked safe, cash drawer, cash box or cash register within the **Premises** by felonious entry or attempted felonious entry or loss by felonious abstraction of such container from within the **Premises**; and

(d) damage to the **Premises** resulting from **Safe Burglary** or **Robbery**;

committed by a **Third Party**.

(C) In Transit Coverage

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from:

(1) **Robbery**; or unlawful taking of **Money** or **Securities**; by a **Third Party**; or

(2) actual destruction or disappearance of **Money** or **Securities**;

while **In Transit** or while temporarily within the home of an **Employee** or a partner of an **Insured Organization**. Coverage under this Insuring Clause shall also include:

(a) damage to **Property** by **Robbery** while **In Transit**; and
(b) loss by the unlawful taking of **Property** temporarily within the home of an **Employee** or a partner of an **Insured Organization**;

committed by a **Third Party**.

(D) **Forgery Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Forgery** or alteration of a **Financial Instrument** committed by a **Third Party**.

(E) **Computer Fraud Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Computer Fraud** committed by a **Third Party**.

(F) **Funds Transfer Fraud Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Funds Transfer Fraud** committed by a **Third Party**.

(G) **Money Orders And Counterfeit Currency Fraud Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Money Orders And Counterfeit Currency Fraud** committed by a **Third Party**.

(H) **Credit Card Fraud Coverage**

The **Company** shall pay the **Parent Corporation** for direct loss sustained by an **Insured** resulting from **Credit Card Fraud** committed by a **Third Party**.

(I) **Client Coverage**

The **Company** shall pay the **Parent Organization** for direct loss sustained by a **Client** resulting from **Theft** or **Forgery** committed by an **Employee** not in collusion with such **Client's** employees.

(J) **Expense Coverage**

If Expense Coverage is purchased, as set forth in Item 2(J) of the Declarations for this Coverage Section, the **Company** shall pay the **Parent Organization** for:

(1) **Investigative Expenses** resulting from any direct loss covered under Insuring Clauses (A) through (I); or

(2) **Computer Violation Expenses** resulting from any direct loss covered under Insuring Clauses (A), (E) or (I);

incurred by any **Insured Organization** in the amount set forth in Item 2(J) of the Declarations for this Coverage Section, solely if such covered direct loss is in excess of the Deductible Amount applicable to such covered direct loss. Such amount shall be part of and not in addition to the Limit of Liability applicable to such covered direct loss.

II. DEFINITIONS

For the purposes of this Coverage Section:

(A) **Banking Premises** means the interior portion of a building occupied by, or the night depository chute or safe maintained by, any bank, trust company or similar institution.

(B) **Client** means a customer of an **Insured Organization** to whom an **Insured Organization** provides goods or services under written contract or for a fee.

(C) **Computer Fraud** means the unlawful taking of **Money**, **Securities** or **Property** resulting from a **Computer Violation**.

(D) **Computer System** means a computer or network of computers, including its input, output, processing, storage and communication facilities, and shall include off-line media libraries.

(E) **Computer Violation** means an unauthorized:

(1) entry into or deletion of data from a **Computer System**;

(2) change to data elements or program logic of a **Computer System**, which is kept in machine readable format; or

(3) introduction of instructions, programmatic or otherwise, which propagate themselves through a **Computer System**;

directed solely against any **Insured Organization**.

(F) **Computer Violation Expenses** means reasonable expenses, other than an **Insured Organization's** internal corporate costs (such as employee remuneration), incurred by an **Insured Organization** with the **Company's** prior written consent to reproduce or duplicate damaged or destroyed electronic **Data** or computer programs. If such computer programs cannot be duplicated from other computer programs, then **Computer Violation Expenses** shall also include reasonable costs incurred for computer time, computer programmers, technical experts or consultants to restore the computer programs to substantially the same level of operational capability immediately preceding the covered direct loss. **Computer Violation Expenses** shall not include expenses incurred by any **Client**.

(G) **Credit Card Fraud** means the **Forgery** or alteration of, on or in, any written instrument required in connection with any credit card issued to an **Insured Organization** or at the request of an **Insured Organization**, to any partner, officer or **Employee** of an **Insured Organization**.

(H) **Data** means information contained in records, accounts, microfilms, tapes or other records, whether or not contained in a **Computer System**.

(I) **Discovery** or **Discovered** means knowledge acquired by an **Executive** or **Insurance Representative** of an **Insured** which would cause a reasonable person to believe a covered loss has occurred or an occurrence has arisen that may subsequently result in a covered loss. This includes loss:

(1) sustained prior to the inception date of any coverage under this Coverage Section;

(2) which does not exceed the Deductible Amount as set forth in the Declarations of this Coverage Section; or

(3) the exact amount or details of which are unknown.

Discovery or **Discovered** shall not include knowledge acquired by an **Executive** or **Insurance Representative** of an **Insured** acting alone or in collusion with an **Employee**, or the knowledge possessed by any **Executive** or **Insurance Representative** who is a participant in the **Theft** or **Forgery**.

(J) **Employee** means any:

(1) natural person in the regular service of an **Insured Organization** in the ordinary course of such **Insured Organization's** business, whom such **Insured Organization** governs and directs in the performance of such service, including any part-time, seasonal, leased and temporary employees as well as volunteers;

(2) **Executive** while performing acts within the scope of the usual duties of an **Employee**; or

(3) natural person fiduciary, trustee, administrator or **Employee** of a **Sponsored Plan** and any other natural person required to be bonded in connection with such **Sponsored Plan** by Title 1 of the Employee Retirement Income Security Act of 1974, as amended.

(K) **Executive** means any natural person specified below:

(1) duly elected or appointed directors, officers, members of the Board of Managers or management committee members of any **Insured Organization** incorporated in the United States of America;

(2) in-house general counsel of any **Insured Organization** incorporated in the United States of America; or

(3) equivalent positions of (1) or (2) above in any **Insured Organization** chartered in any other jurisdiction anywhere in the world.

(L) **Financial Instrument(s)** means checks, drafts or similar written promises, orders or directions to pay a sum certain in money, that are made, drawn by or drawn upon an **Insured Organization** or by anyone acting as an **Insured Organization's** agent, or that are purported to have been so made or drawn.

(M) **Forgery** means the signing of another natural person's name with the intent to deceive, but does not mean a signature that includes one's own name, with or without authority, in any capacity for any purpose. Mechanically or electronically produced or reproduced signatures shall be treated the same as hand-written signatures.

(N) **Funds Transfer Fraud** means fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions issued to a financial institution directing such institution to transfer, pay or deliver **Money** or **Securities** from any account maintained by an **Insured Organization** at such institution, without an **Insured Organization's** knowledge or consent.

(O) **Insurance Representative** means an **Employee**, including a risk manager, designated to represent an **Insured** for the purpose of effecting and maintaining insurance.

(P) **Insured** means the **Insured Organization** and any **Sponsored Plan**.

(Q) **In Transit** means being conveyed outside the **Premises**, from one person or place to another, by the **Insured Organization** within the custody of:

(1) an **Employee** or a partner of an **Insured Organization**; or

(2) a person authorized by an **Insured Organization** to have custody of **Money**, **Securities** or **Property**.

Such conveyance begins immediately upon receipt of **Money**, **Securities** or **Property**, by the person(s) described in (1) or (2) above, from any **Insured Organization**, and ceases immediately upon delivery to the designated recipient or its agent.

(R) **Investigative Expenses** means reasonable expenses, other than an **Insured Organization's** internal corporate costs (such as employee remuneration), incurred by an **Insured Organization** with the **Company's** prior written consent to establish the existence and amount of a covered loss. **Investigative Expenses** shall not include expenses incurred by any **Client**.

(S) **Money** means currency, coin, bank notes and bullion.

(T) **Money Orders And Counterfeit Currency Fraud** means the good faith acceptance:

(1) in exchange for merchandise, **Money** or services, of any post office or express money order, issued or purporting to have been issued by any post office or express company, if such money order is not paid upon presentation; or

(2) in the regular course of business, of counterfeit United States of America or Canadian paper currency.

(U) **Premises** means the interior portion of a building occupied by an **Insured Organization** in conducting its business.

(V) **Property** means tangible property other than **Money** or **Securities**.

(W) **Robbery** means the unlawful taking of **Money**, **Securities** or **Property** from the custody of an **Employee**, or other person (except a person acting as a watchman, porter or janitor) authorized by an **Insured Organization** to have custody of such **Money**, **Securites** or **Property**, by violence or threat of violence, committed in the presence and cognizance of such person.

(X) **Safe Burglary** means the unlawful taking of **Money**, **Securities** or **Property** by forcible or violent entry evidenced by visible marks, from a locked vault or safe located within the **Premises**.

(Y) **Salary** means compensation an **Insured Organization** pays an **Employee**, including but not limited to bonus, commission, incentive payments, and the cost of health, welfare and pension benefits.

(Z) **Securities** means negotiable and non-negotiable instruments representing either **Money** or **Property**.

(AA) **Sponsored Plan** means:

(1) any Employee Benefit Plan, Pension Benefit Plan, Welfare Benefit Plan, as each are defined in the Employee Retirement Income Security Act of 1974, as amended, which is operated solely by the **Insured Organization** or jointly by the **Insured Organization** and a labor organization for the benefit of the **Employees** of the **Insured Organization** located anywhere in the world and which existed on or before the inception of this Coverage Section or which is created or acquired after the inception of this Coverage Section;

(2) any other employee benefit plan or program not subject to Title 1 of the Employee Retirement Income Security Act of 1974, as amended, sponsored solely by the **Insured Organization** for the benefit of the **Employees**, including any excess benefit plan located anywhere in the world and which existed on or before the inception of this Coverage Section or which is created or acquired after the inception of this Coverage Section; or

(3) any other plan, fund, or program specifically included as a **Sponsored Plan** by endorsement to this Coverage Section.

Sponsored Plan shall not include any multi-employer plan.

(BB) **Theft** means the unlawful taking of **Money**, **Securities** or **Property** to the deprivation of:

(1) an **Insured**, solely for the purposes of Insuring Clause (A); or

(2) a **Client**, solely for the purposes of Insuring Clause (I).

(CC) **Third Party** means a person other than an **Insured** or **Employee**.

III. EXCLUSIONS

(A) No coverage will be available under this Coverage Section for:

(1) loss resulting directly or indirectly from any authorized or unauthorized trading of **Money**, **Securities** or **Property**, whether or not in the name of the **Insured** and whether or not in a genuine or fictitious account; provided that this Exclusion (A)(1) shall not apply to direct losses caused by **Theft** or **Forgery** which result in improper financial gain to an **Employee** (direct losses as used herein shall mean only the amount of improper financial gain to such **Employee**, which shall not include **Salary**, commissions, fees or other compensation, including but not limited to promotions and raises associated with employment, paid by the **Insured** to such **Employee**);

(2) loss of trade secrets, confidential processing methods or other confidential information of any kind;

(3) **Theft** or **Forgery** committed against an **Insured Organization** by a partner of such **Insured Organization** whether acting alone or in collusion with others; provided that, if **Theft** or **Forgery** committed by such partner would have resulted in a covered loss, the **Company** shall pay the amount which exceeds such partner's percentage ownership of the **Insured Organization**, on the day immediately preceding the date of **Discovery**,

multiplied by the **Insured Organization's** total assets as reflected in such **Insured Organization's** most recent audited financial statements;

(4) loss due to declared or undeclared war, civil war, insurrection, rebellion or revolution, military, naval or usurped power, governmental intervention, expropriation or nationalization; or any act or condition incident to any of the foregoing;

(5) loss due to nuclear reaction, nuclear radiation or radioactive contamination;

(6) loss of income not realized as the result of a covered loss;

(7) indirect or consequential loss of any kind; provided that this Exclusion (A)(7) shall not apply to otherwise covered **Investigative Expenses** and **Computer Violation Expenses** under Insuring Clause (J);

(8) expenses incurred:

(a) as a result of the reconstitution of **Data** if an **Insured Organization** knowingly uses illegal copies of programs;

(b) to render the **Data** usable by replacement processing equipment;

(c) to design, update or improve software or programs or to perfect their operation or performance; or

(d) as a result of an alteration in **Data** held on magnetic media due to the effect of magnetic fields, their incorrect use or the obsolescence of the **Computer System**;

(9) loss caused by an **Employee** which is sustained by an **Insured**:

(a) after an **Insured** becomes aware of a **Theft**, **Forgery**, or other fraudulent or dishonest act committed by such **Employee** while employed with an **Insured**;

(b) after an **Executive** or **Insurance Representative** acquires at any time knowledge of fraud or dishonesty, involving **Money**, **Securities** or other property valued at twenty-five thousand dollars ($25,000) or more, committed prior to employment with an **Insured**; or

(c) more than sixty (60) days following the termination of such **Employee**.

(10) loss due to fire, provided that this Exclusion (A)(10) shall not apply to:

(a) loss of **Money** or **Securities**; or

(b) damage to any safe or vault caused by the application of fire thereto for the purposes of **Safe Burglary**;

(11) fees, costs or expenses incurred or paid by an **Insured** in defending or prosecuting any legal proceeding or claim; provided that this Exclusion (A)(11) shall not apply to the coverage provided under Section VI Legal Expenses Extension;

(12) loss due to an **Insured** knowingly having given or surrendered **Money**, **Securities** or **Property** in any exchange or purchase with a **Third Party**, not in

collusion with an **Employee**; provided that this Exclusion (A)(12) shall not apply to **Money Orders And Counterfeit Currency Fraud**;

(13) loss sustained by one **Insured** to the advantage of any other **Insured**;

(14) loss of or damage to **Money**, **Securities** or **Property** while in the custody of any bank, trust company, similar recognized place of safe deposit, armored motor vehicle company or any person who is duly authorized by the **Insured Organization** to have custody of the property; provided that this Exclusion (A)(14) shall not apply to the extent that coverage under this Coverage Section is excess of the amount recovered or received by the **Insured Organization** under:

(a) the **Insured Organization's** contract, if any, with, or insurance carried by, any of the foregoing; or

(b) any other insurance or indemnity in force which would cover the loss in whole or in part;

(15) loss due to the unlawful taking of **Money**, **Securities** or **Property**, **Computer Fraud** or any other fraudulent, dishonest or criminal act (other than **Robbery** or **Safe Burglary**), by any authorized representative of the **Insured Organization**, other than an **Employee**, provided that such authorized representative is not acting in collusion with any **Employee**.

(B) No coverage will be available under Insuring Clause (A) or (I) for loss caused by any broker, factor, commission merchant, consignee, contractor, independent contractor or other agent or representative of the same general character.

(C) No coverage will be available under Insuring Clause (B) or (C) for:

(1) loss or damage due to **Forgery**, **Computer Fraud** or **Funds Transfer Fraud**; or

(2) loss of or damage to **Money**, **Securities** or **Property** while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company.

(D) No coverage will be available under Insuring Clauses (B), (C), (E) and (F) for loss or damage of **Money**, **Securities** or other property as a result of a kidnap, ransom or other extortion payment (as distinct from **Robbery**) surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to the **Premises** or other property.

(E) No coverage will be available under Insuring Clause (D) for loss due to **Forgery** or alteration of:

(1) any **Financial Instrument** committed by any **Third Party** in collusion with any **Employee**; or
(2) any registered or coupon obligations issued or purported to have been issued by the **Insured**, or any coupons whether attached or detached.

(F) No coverage will be available under Insuring Clause (H) for loss caused by any forgery or alteration of, on or in any written instrument; provided that this Exclusion (F) shall not apply if:

(1) the provisions, conditions and other terms under which the involved credit card was issued were fully complied with; and

(2) the **Insured Organization** is legally liable to the issuer of such credit card for such loss.

(G) No coverage will be available under this Coverage Section if the Loss Discovered option is purchased, as set forth in Item 3 of the Declarations of this Coverage Section, for any loss that the **Insured** is aware of prior to the inception date of this Coverage Section.

(H) If the Loss Sustained option is purchased, as set forth in Item 3 of the Declarations of this Coverage Section, no coverage will be available under this Coverage Section for:

(1) loss unless sustained by any **Insured** prior to the termination of this Coverage Section as to such **Insured** and **Discovered** and written notice thereof is given to the **Company** within sixty (60) days following such termination;

(2) loss unless sustained prior to the termination of any Insuring Clause or any particular coverage offered under any Insuring Clause and **Discovered** and written notice thereof is given to the **Company** within sixty (60) days following such termination; or

(3) loss unless sustained prior to the termination of this Coverage Section in its entirety, and **Discovered** and written notice thereof is given to the **Company**:

(a) within sixty (60) days following such termination, if this Coverage Section is not renewed with the **Company**;

(b) prior to such termination, if this Coverage Section is renewed with the **Company**; or

(c) within one (1) year following such termination, if the termination results from the voluntary liquidation or voluntary dissolution of the **Parent Corporation**.

(I) If the Loss Discovered option is purchased as set forth in Item 3 of the Declarations of this Coverage Section, no coverage will be available under this Coverage Section for:

(1) loss unless sustained by any **Insured**, **Discovered** and written notice thereof is given to the **Company** prior to the termination of this Coverage Section as to such **Insured**;

(2) loss unless sustained, **Discovered** and written notice thereof is given to the **Company** prior to the termination of any Insuring Clause or any particular coverage offered under any Insuring Clause;

(3) loss unless sustained, **Discovered** and written notice thereof is given to the **Company** prior to the termination of this Coverage Section in its entirety; or

(4) loss unless sustained prior to the termination of this Coverage Section and **Discovered** and written notice thereof is given to the **Company**, within one (1) year following such termination if the termination results from the voluntary liquidation or voluntary dissolution of the **Parent Corporation**.

IV. OWNERSHIP

(A) Solely for the purposes of Insuring Clauses (A) through (H), the **Company's** liability under this Coverage Section will apply only to the **Money**, **Securities** or **Property** owned by the **Insured Organization** or for which the **Insured Organization** is legally liable, or held by the **Insured Organization** in any capacity whether or not the **Insured Organization** is liable; provided that:

(1) the **Company** will not be liable for damage to the **Premises** unless the **Insured Organization** is the owner or is liable for such damage; or

(2) with respect to Insuring Clause (A) the **Company's** liability will not apply to **Money**, **Securities** or **Property** of a **Client**.

(B) Solely for the purposes of Insuring Clause (I), the **Company's** liability under this Coverage Section will apply only to the **Money**, **Securities** or other **Property** of a **Client**, which is held by the **Insured Organization** in any capacity or for which the **Insured Organization** is legally liable.

V. SPONSORED PLAN

Solely with respect to any **Sponsored Plan**, payment by the **Company** for covered loss to the **Parent Corporation** shall be held by such **Parent Corporation** for the use and benefit of the **Sponsored Plan** sustaining such loss. The Limit of Liability applicable to any **Sponsored Plan** shall equal the lesser of ten percent (10%) of the **Sponsored Plan's** assets as of the beginning of such **Sponsored Plan's** fiscal year or five hundred thousand dollars ($500,000) ("Amended Limit of Liability"); provided, however, that the following additional conditions shall also apply with respect to such coverage:

(1) Loss Involving One **Sponsored Plan**:

(a) If the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section is less than the Amended Limit of Liability, then the applicable Limit of Liability shall be the Amended Limit of Liability; or

(b) If the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section equals or exceeds the Amended Limit of Liability, then the applicable Limit of Liability shall be the Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section; or

(2) Loss Involving More Than One **Sponsored Plan**:

(a) If the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section is less than the Amended Limit of Liability as calculated for each **Sponsored Plan**, then the applicable Limit of Liability for each **Sponsored Plan** shall be the Amended Limit of Liability as calculated for each **Sponsored Plan**; or

(b) If the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section equals or exceeds the Amended Limit of Liability as calculated for all such **Sponsored Plans**, then the applicable Limit of Liability for all such **Sponsored Plans** combined shall be the Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section.

For the purposes of **Sponsored Plan** coverage hereunder, the words "sixty (60) days" are deleted from the exclusions applicable to this Coverage Section, wherever they appear, and the words "one (1) year" are substituted in place thereof. Solely with respect to loss sustained by a **Sponsored Plan**, no Deductible Amount shall apply to such loss.

VI. LEGAL EXPENSES EXTENSION

In addition to the Limits of Liability set forth in the Declarations, the **Company** shall be liable for:

(A) with respect to **Forgery** coverage under Insuring Clause (D), reasonable court costs and attorneys' fees incurred and paid with the **Company's** prior written consent in defending an **Insured Organization** or an **Insured Organization's** bank in any legal proceeding brought against it to enforce payment of a **Financial Instrument**.

(B) with respect to **Credit Card Fraud** coverage under Insuring Clause (H), reasonable court costs and attorneys' fees incurred and paid with the **Company's** prior written consent in defending an **Insured Organization** in any legal proceeding brought against it to enforce payment of a written instrument, required in connection with any credit card.

VII. LIABILITY FOR PRIOR LOSSES

(A) If the Loss Sustained option is purchased, as set forth in Item 3 of the Declarations for this Coverage Section:

(1) Coverage will be available for loss sustained prior to the inception date of this Coverage Section, or the effective date of coverage for any additional **Insureds**, or the effective date of any coverage added by endorsement, subject to the following:

(a) an **Insured** or some predecessor in interest of such **Insured** carried a prior bond or policy which afforded coverage for a loss sustained during the period of such prior bond or policy;

(b) such coverage continued without interruption from the time such loss was sustained until the inception date or effective date specified in paragraph (1) above;

(c) such loss was first **Discovered** by an **Insured** after the time allowed for discovery under the last such policy; and

(d) some or all of the coverage of an Insuring Clause under this Coverage Section would be applicable to such prior loss;

(2) If such prior bond or policy carried by the **Insured** or predecessor in interest of such **Insured** was issued by the **Company** or its affiliates, such prior bond or policy shall terminate as of the inception of this Coverage Section and such prior bond or policy shall not cover any loss not discovered and noticed to the **Company** prior to the inception of this Coverage Section; and

(3) The **Insured** shall neither be entitled to a separate recovery under each policy in force at the time any part of the prior loss was sustained, nor shall the **Insured** be entitled to recover the sum of the limits of liability of any such policies. The **Company's** maximum liability for the prior loss shall not exceed the lesser of either the limit of liability of the policy immediately preceding this Coverage Section under which part of the prior loss was sustained, or the applicable Limit of Liability as set forth in the Declarations of this Coverage Section.

(B) If the Loss Discovered option is purchased, as set forth in Item 3 of the Declarations of this Coverage Section:

(1) Coverage will be available for loss sustained at any time and **Discovered** during the **Policy Period**, provided that coverage for loss sustained prior to the effective date of this Coverage Section, or the effective date of coverage for any additional **Insureds**, or the effective date of any coverage added by endorsement, is subject to the following:

(a) if an **Insured** or some predecessor in interest of such **Insured** carried a prior bond or policy which afforded coverage for a loss sustained during the period of such prior bond or policy and such prior bond or policy was not issued by the **Company** or its affiliates and such loss was first **Discovered** by an **Insured** prior to the expiration of the time allowed for discovery under the last such policy, then no coverage shall be available under this Coverage Section, unless the total amount of covered loss exceeds the limit of liability of the last such bond or policy carried by the **Insured** or predecessor in interest of such **Insured**, and the **Company's** Limit of Liability for any such loss will be in excess of the limit of liability of the last bond or policy subject to all of the terms and conditions of this Coverage Section; or

(b) if an **Insured** or some predecessor in interest of such **Insured** carried a prior bond or policy which afforded coverage for a loss sustained during the period of such prior bond or policy and such prior bond or policy was issued by the **Company** or its affiliates then such prior bond or policy shall terminate as of the inception of this Coverage Section and such prior bond or policy shall not cover any loss not discovered and noticed to the **Company** prior to the inception of this Coverage Section and then the **Company's** Limit of Liability for such loss shall be the applicable Limit of Liability shown on the Declarations of this Coverage Section.

VIII. LIMITS OF LIABILITY

(A) The **Company's** maximum liability for each loss shall not exceed the Limit of Liability applicable to such loss, as set forth in Item 2 of the Declarations of this Coverage Section, regardless of the number of **Insureds** sustaining the loss.

(B) If a direct loss is covered under more than one Insuring Clause, the maximum amount payable under this Coverage Section shall not exceed the largest applicable Limit of Liability of any such Insuring Clause.

(C) All loss resulting from a single act or any number of acts of the same **Employee** or **Third Party**, and all loss whether such act or acts occurred before or during the **Policy Period**, will be treated as a single loss and the applicable Limit of Liability of this Coverage Section will apply, subject to Section VII Liability for Prior Losses.

IX. NON-ACCUMULATION OF LIABILITY

(A) When there is more than one **Insured**, the maximum liability of the **Company** for loss sustained by one or all **Insureds** shall not exceed the amount for which the **Company** would be liable if all losses were sustained by any one **Insured**.

(B) Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, the amount the **Company** shall pay for any loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.

X. PROOF OF LOSS AND LEGAL PROCEEDINGS

(A) Knowledge possessed by any **Insured** or **Discovery** shall be deemed knowledge possessed by or **Discovery** by all **Insureds**.

(B) It is a condition precedent to coverage hereunder that, upon **Discovery**, the **Parent Corporation** will:

(1) give written notice to the **Company** at the earliest practicable moment, and in no event later than ninety (90) days after such **Discovery**;

(2) furnish a proof of loss with full particulars to the **Company** within six (6) months of such **Discovery**, including:

(a) submission to examination under oath at the **Company's** request;

(b) production of all pertinent records at such reasonable times and places as the **Company** shall designate; and

(3) provide full cooperation with the **Company** in all matters pertaining to a loss or claim.

(C) The **Parent Corporation** may offer a comparison between an **Insured Organization's** inventory records and actual physical count of its inventory to prove the amount of loss, only where an **Insured Organization** establishes wholly apart from such comparison that it has sustained a covered loss, caused by an identified **Employee**.

(D) No **Insured** shall institute legal proceedings against the **Company**:

(1) after two (2) years immediately following any **Discovery**; or

(2) to recover a judgment or settlement against it or its bank resulting from **Forgery**, **Credit Card Fraud** or related legal expenses as set forth in Section VI Legal Expenses Extension, after two (2) years immediately following the date upon which such judgment shall become final or settlement was entered.

XI. VALUATION AND FOREIGN CURRENCY

The **Company** shall pay:

(A) the least of:

(1) the actual market value of lost, damaged or destroyed **Securities** at the closing price of such **Securities** on the business day immediately preceding the day on which a loss is **Discovered**;

(2) the cost of replacing **Securities**; or

(3) the cost to post a Lost Instrument Bond;

Such cost shall be paid by the **Company** on behalf of an **Insured**;

(B) the cost of blank books, pages or tapes or other blank materials to replace lost or damaged books of account or other records;

(C) the least of:

(1) the price paid by an **Insured** for the **Property**; or

(2) the cost to repair or replace **Property** with that of similar quality and value at the time the **Parent Organization** complies with Section X Proof of Loss and Legal Proceedings, regarding the furnishing of proof of loss; or

(D) the United States of America dollar value of foreign currency based on the rate of exchange published in *The Wall Street Journal* on the day loss involving foreign currency is **Discovered**.

XII. OTHER INSURANCE

If the **Insured** or any other party in interest in any loss covered by this Coverage Section has any bond, indemnity or insurance which would cover such loss in whole or in part in the absence of this Coverage Section, then this Coverage Section shall be null and void to the extent of the amount recoverable or received under such other bond, indemnity, or insurance; but this Coverage Section shall cover such loss, subject to its exclusions, conditions and other terms, only to the extent of the amount of such loss in excess of the amount recoverable or received under such other bond, indemnity or insurance.

CHUBB

ENDORSEMENT/RIDER

Coverage Section: ForeFront Portfolio Crime Coverage Section (Federal)

Effective date of
this endorsement/rider: January 1, 2009

Federal Insurance Company

Endorsement/Rider No. 1

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

PENSION PROTECTION ACT ENHANCEMENT ENDORSEMENT

In consideration of the premium charged, it is agreed that:

(1) The definition of **Employee** as defined in Subsection II., Definitions, Paragraph (J) of this coverage section, subparagraph (3) is deleted and replaced with the following:

(3) natural person fiduciary, trustee, administrator or **Employee** of a **Sponsored Plan** and any other natural person who handles ERISA plan assets, whether or not required to be bonded in connection with such **Sponsored Plan** by Title 1 of the Employee Retirement Income Security Act of 1974, as amended and the Pension Protection Act of 2006.

(2) The definition of **Sponsored Plan** as defined in Subsection II., Definitions, Paragraph (AA) of this coverage section, subparagraph (2) is deleted and replaced with the following:

(2) any other employee benefit plan or program not subject to Title 1 of the Employee Retirement Income Security Act of 1974, as amended, or the Pension Protection Act of 2006, sponsored solely by the **Insured Organization** for the benefit of the **Employees**, including any excess benefit plan located anywhere in the world and which existed on or before the inception of this Coverage Section or which is created or acquired after the inception of this Coverage Section; or

(3) Subsection V., Sponsored Plan, the first full paragraph is deleted and replaced with the following:

Solely with respect to any **Sponsored Plan**, payment by the **Company** for covered loss shall be to the **Sponsored Plan** sustaining such loss. If such payment is in excess of the amount of coverage required by such Act for said Plan(s), such excess shall be held for the use and benefit of any other named Plan(s) should such Plan(s) also discover loss recoverable hereunder. The Limit of Liability applicable to any **Sponsored Plan** shall equal the lesser of ten percent (10%) of the **Sponsored Plan's** funds handled as of the beginning of such **Sponsored Plan's** fiscal year or five hundred thousand dollars ($500,000), however, with respect to any **Sponsored Plan** that holds employer stock or other employer securities, the Limit of Liability shall equal the lesser of ten percent (10%) of the **Sponsored Plan's** funds handled as of the beginning of such **Sponsored Plan's** fiscal year or a maximum of $1,000,000 (one million dollars) ("Amended Limit of Liability"). Provided, however, that the following additional conditions shall also apply with respect to such coverage:

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

Robert Hamburger

Authorized Representative

CHUBB

ENDORSEMENT

Coverage Section: ForeFront Portfolio Crime Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2009

Company: Federal Insurance Company

Endorsement No. 2

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

ILLINOIS AMENDATORY ENDORSEMENT
TO THE CRIME COVERAGE SECTION

In consideration of the premium charged, it is agreed that:

1. Section XII. Other Insurance of the Crime Coverage Section is amended to read as follows:

   "If any Loss under this Coverage Section is insured under any other valid and collectible insurance or bond(s) subject to the same terms, conditions and provisions as the insurance provided by this Coverage Section, prior or current, then this Coverage Section shall cover its share of such Loss, subject to its limitations, conditions, provisions and other terms, in an amount equal to the proportion that the then-available limit of liability under this Coverage Section bears to the aggregate of all limits of liability of all insurance covering such Loss, whether such other policy(ies) or bond(s) is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy(ies) or bond(s) is written only as specific excess insurance over the Limits of Liability provided in this Coverage Section. If any Loss under this Coverage Section is insured under any prior or current valid and collectible insurance policy(ies) or bond(s) other than as described above, then this Coverage Section shall cover such Loss, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such Loss is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this Coverage Section."

2. The Policy is deemed amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Illinois.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

DECLARATIONS

FEDERAL INSURANCE COMPANY
a stock insurance company, incorporated under the laws of Indiana, herein called the **Company.**

READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Corporation:

Sheaffer International LLC
800 Roosevelt Road
Building C Suite 20
Glen Ellyn, IL 60137

Item 2. Coverage is only available for Insuring Clause (F), if indicated by X:

Insuring Clauses	**Limits of Liability**
(A) Kidnapping and Extortion Threat Coverage: Insuring Clause (A):	$1,000,000.00
(B) Custody Coverage: Insuring Clause (B):	$1,000,000.00
(C) Expense Coverage: Insuring Clause (C):	$1,000,000.00
(D) Accidental Loss Coverage: Insuring Clause (D):	$1,000,000.00
Type of **Accident Loss**	**Benefit Amount**
(i) **Loss of Life**:	$1,000,000.00
	Percentage of **Loss of Life Benefit Amount**
(ii) **Mutilation**:	25%
(iii) All Other **Accidental Loss**:	100%
(E) Legal Liability Costs Coverage: Insuring Clause (E):	$1,000,000.00
(F) ☒ Yes ☐ No Emergency Political Repatriation Expense Coverage: Insuring Clause (F):	$100,000.00

Item 3. Deductible Amount: $0.00

In consideration of payment of the premium and subject to the Declarations, General Terms and Conditions, and the limitations, conditions, provisions and other terms of this Coverage Section, the Company and the Insureds agree as follows:

I. INSURING CLAUSES

(A) **Kidnapping and Extortion Threat Coverage**

The **Company** shall reimburse the **Parent Corporation** for loss of property or other consideration surrendered as payment by or on behalf of an **Insured Organization** resulting from **Kidnapping** or **Extortion Threat**.

(B) **Custody Coverage**

The **Company** shall reimburse the **Parent Corporation** for loss caused by actual destruction, disappearance, confiscation or unlawful taking of property or other consideration, which is intended as payment for a covered **Kidnapping** or **Extortion Threat**, while being held or conveyed by a person authorized by an **Insured Organization**.

(C) **Expense Coverage**

The **Company** shall reimburse the **Parent Corporation** for **Expenses** paid by an **Insured** resulting from a covered **Kidnapping** or **Extortion Threat**, or resulting from a **Hijacking**, **Political Threat** or **Wrongful Detention**.

(D) **Accidental Loss Coverage**

The **Company** shall pay the **Benefit Amount** for **Accidental Loss** from a covered **Kidnapping**, or resulting from a **Hijacking**, **Political Threat** or **Wrongful Detention**.

(E) **Legal Liability Costs Coverage**

The **Company** shall reimburse the **Parent Corporation** for **Legal Liability Costs**.

(F) **Emergency Political Repatriation Expense Coverage**

If Emergency Political Repatriation Expense Coverage has been purchased, as set forth in Item 2 (F) of the Declarations of this Coverage Section, the **Company** shall reimburse the **Parent Corporation** for **Repatriation Expenses** incurred by an **Insured Organization** resulting from **Emergency Political Repatriation** in the amount set forth in Item 2 (F) of the Declarations of this Coverage Section. Such amount shall be part of and not in addition to the Limit of Liability set forth in Item 2 (C) of the Declarations of this Coverage Section.

II. DEFINITIONS

For the purposes of this Coverage Section:

(A) **Accidental Loss** means **Loss of Life**, **Loss of Use**, **Loss of Sight**, **Loss of Speech and/or Hearing**, or **Mutilation** of an **Insured Person** when such **Accidental Loss**:

(1) is sudden, unforeseen, unexpected and independent of any illness, disease or other bodily malfunction of such **Insured Person**; and

(2) happens by chance and arises from a source external to such **Insured Person**.

(B) **Benefit Amount** means that amount set forth in Item 2 (D) of the Declarations of this Coverage Section.

(C) **Computer System** means any computer or network of computers of the **Insured Organization** including its input, output, processing, storage and communication facilities, and shall include off-line media libraries.

(D) **Computer Violation** means an unauthorized:

(1) entry into or deletion of data from a **Computer System**;

(2) change to data elements or program logic of a **Computer System**, which is kept in machine readable format; or

(3) introduction of instructions, programmatic or otherwise, which propagate themselves through a **Computer System**;

directed solely against any **Insured Organization**.

(E) **Contaminate** means to introduce a foreign material or substance, which would render any tangible property unfit for use or sale.

(F) **Emergency Political Repatriation** means the return of any **Insured Person** to the **Resident Country** necessitated by:

(1) an official of the **Resident Country** or the **Temporary Resident Country** issuing, for reasons other than medical, a recommendation that categories of persons which include the **Insured Person** should leave such **Temporary Resident Country**;

(2) an **Insured Person** being expelled or declared *persona non grata* on the written authority of the recognized government of the **Temporary Resident Country**; or

(3) the wholesale seizure, confiscation or expropriation of the property, plant and equipment of an **Insured Organization**.

(G) **Employee** means any natural person in the regular service of an **Insured Organization** in the ordinary course of such **Insured Organization's** business, whom such **Insured Organization** governs and directs in the performance of such service, including any **Executive**, and any part-time, seasonal, leased and temporary employees as well as volunteers. Employee shall not mean independent contractor.

(H) **Executive** means any natural person specified below:

(1) duly elected or appointed directors, officers, members of the Board of Managers or management committee members of any **Insured Organization** incorporated in the United States of America;

(2) in–house general counsel of any **Insured Organization** incorporated in the United States of America; or

(3) equivalent positions of (1) or (2) above in any **Insured Organization** chartered in any other jurisdiction anywhere in the world.

(I) **Expenses** means:

(1) solely in connection with **Kidnapping**, **Extortion Threat**, **Political Threat**, **Hijacking** or **Wrongful Detention**, only the reasonable fees and expenses for, or cost of:

(a) an independent security consultant;

(b) an independent public relations consultant;

(c) travel and accommodations of an **Insured Person**;

(d) independent legal advice (other than those described in Legal Liability Costs Coverage Insuring Clause (E));

(e) independent security guard services for up to fifteen (15) days;

(f) advertising, communications and recording equipment;

(g) an independent forensic analyst;

(h) assessment of an **Extortion Threat** or **Political Threat** by an independent security consultant;

(i) interest for a loan taken by an **Insured** for property or other consideration surrendered as payment under Kidnapping and Extortion Threat Coverage Insuring Clause (A);

(j) a reward paid by an **Insured Organization** to a natural person who provides information leading to the arrest and conviction of the person(s) responsible for **Kidnapping**, **Extortion Threat**, **Wrongful Detention** or **Hijacking**;

(k) the **Salary** which an **Insured Organization** continues to pay an **Employee** following the **Kidnapping**, **Wrongful Detention** or **Hijacking** of such **Employee**. Such coverage shall apply to the **Salary** in effect at the time of such **Kidnapping**, **Wrongful Detention** or **Hijacking** and will end thirty (30) days after such **Employee** is released or suffers **Loss of Life**, or solely with respect to **Wrongful Detention** or **Hijacking**, for sixty (60) months thereafter; whichever is more recent;

(l) the salary or wages which an **Insured Organization** pays a newly hired natural person to conduct the duties of an **Employee** following the **Kidnapping**, **Wrongful Detention**, or **Hijacking** of such **Employee**. Such coverage shall apply to such **Salary** in effect at the time of such **Kidnapping**, **Wrongful Detention**, or **Hijacking** and will end thirty (30) days after such **Employee** is released or suffers **Loss of Life**, or solely with respect to **Wrongful Detention** or **Hijacking** for sixty (60) months thereafter; whichever is more recent;

(m) consequential personal financial loss which an **Insured Person** suffers as the result of such **Insured Person's** inability to attend to personal financial matters;

(n) reasonable medical, cosmetic, psychiatric and dental expenses incurred following the **Insured Person's** release;

(o) reasonable expenses of rest and rehabilitation, including meals and recreation, for up to thirty (30) days, when such expenses are incurred within twelve (12) months following an **Insured Person's** release;

(2) solely in connection with an **Extortion Threat** to **Contaminate Merchandise**, **Recall Expenses**; and

(3) other reasonable expenses incurred by an **Insured Organization**, subject to the **Company's** prior written approval.

(J) **Extortion Threat** means a threat or threats against an **Insured** to:

(1) commit a **Kidnapping** of, do bodily harm to, or wrongfully abduct or detain any **Insured Person**;

(2) damage, destroy or **Contaminate** any **Insured Organization's Property**;

(3) disseminate, divulge or utilize **Proprietary Information**;

(4) disseminate or make public negative information regarding **Merchandise**; or

(5) adulterate or destroy any **Computer System** by a **Computer Violation**,

made by a person or group, whether acting alone or in collusion with others, demanding payment or a series of payments, in exchange for the mitigation or removal of such threats. All such threats:

(a) related by a common committed, attempted or threatened wrongful act; or

(b) made contemporaneously against the same **Insured**;

will be deemed to constitute a single **Extortion Threat**.

(K) **Hijacking** means the unlawful detention of an **Insured Person**, other than **Kidnapping**, for a period in excess of four (4) hours, while traveling on or in a vehicle.

(L) **Insured** means the **Insured Organization** and any **Insured Person**.

(M) **Insured Organization's Property** means all **Premises** and **Merchandise** of the **Insured Organization** and any other real or tangible personal property, owned by or leased by the **Insured Organization**, for which the **Insured Organization** is legally liable or located on such **Premises** or on any land adjacent thereto occupied by the **Insured Organization** in conducting its business.

(N) **Insured Person** means:

(1) any **Employee**;

(2) any **Relative** of an **Employee;**

(3) any natural person who is employed in the household of an **Employee** while in the home of such **Employee**;

(4) any natural person who is a normal resident or a guest in the home of an **Employee**;

(5) any customer or guest of an **Insured Organization** on the **Premises** of an **Insured Organization**;

(6) any customer of an **Insured Organization** or a guest traveling with an **Employee**; or

(7) any natural person who is temporarily retained by any **Insured** or an independent security consultant to deliver a ransom or extortion payment.

(O) **Kidnapping** means an actual or alleged wrongful abduction, and holding under duress or by fraudulent means, of an **Insured Person**, by a person or a group, whether acting alone or in collusion with others which includes a demand or a series of demands for payment or a series of payments by an **Insured**, in exchange for the release of such **Insured Person**.

(P) **Legal Liability Costs** means the reasonable defense costs incurred by an **Insured Organization** and damages which an **Insured Organization** becomes legally obligated to pay as a result of a judgment or settlement in any suit brought by an **Insured Person** (or the estate, heirs or legal representatives of such **Insured Person**) alleging negligence or incompetence:

(1) in the hostage retrieval operations or negotiations in a covered **Kidnapping**, **Hijacking**, **Political Threat** or **Wrongful Detention** or a covered event as described in **Extortion Threat** (J)(1) of such **Insured Person**; or

(2) in the prevention of a covered **Kidnapping**, **Hijacking**, **Political Threat** or **Wrongful Detention** or a covered event as described in **Extortion Threat** (J)(1) of such **Insured Person**;

provided that the **Insured Organization** agrees as a condition precedent to coverage hereunder to cooperate with the **Company** in conducting the defense or in negotiating the settlement of such suit.

(Q) **Loss of Life** means:

(1) death, including clinical death, determined by a medical examiner or similar local governing medical authority; or

(2) the absence of communication from an **Insured Person** or those responsible for the **Kidnapping**, **Hijacking** or **Wrongful Detention** of such **Insured Person** for a period of two (2) years following the later of:

(a) such **Kidnapping**, **Hijacking** or **Wrongful Detention**;

(b) the last communication from such **Insured Person**; or

(c) the last communication from those responsible for such **Kidnapping**, **Hijacking** or **Wrongful Detention**.

(R) **Loss of Sight** means the permanent loss of sight to the extent of legal blindness.

(S) **Loss of Speech and/or Hearing** means the permanent total loss of the capability of speech and/or hearing.

(T) **Loss of Use** means the permanent total loss of function of a foot, hand, or thumb and index finger.

(U) **Mutilation** means the permanent total loss of an entire finger, toe, ear, nose or genital organ.

(V) **Merchandise** means an **Insured Organization's** inventory, raw materials, work in progress or products manufactured or distributed by an **Insured Organization**.

(W) **Political Threat** means the threat to do bodily harm to any **Insured Person** by a person or group:

(1) acting as an agent of or with tacit approval of any government or governmental entity; or

(2) acting or purporting to act on behalf of any political terrorist or insurgent party, organization or group.

(X) **Premises** means buildings, facilities or properties occupied by an **Insured Organization** in conducting its business.

(Y) **Proprietary Information** means any confidential, private or secret information unique to the **Insured Organization's** business including drawings, negatives, microfilm, tapes, transparencies, manuscripts, prints, computer discs or other records of a similar nature which are protected by physical or electronic control or other reasonable efforts to maintain nondisclosure of such information.

(Z) **Recall Expenses** means only the reasonable fees and expenses for, or the costs of:

(1) transportation; and

(2) other reasonable expenses, subject to the **Company's** prior written approval;

incurred by an **Insured Organization** in the withdrawal, physical inspection or destruction of **Merchandise**.

(AA) **Repatriation Expenses** means the following reasonable fees and expenses:

(1) for travel to the nearest place of safety or to the **Resident Country**;

(2) for accommodations for a maximum of seven (7) days;

(3) the **Salary** which an **Insured Organization** continues to pay an **Employee** who is the subject of an **Emergency Political Repatriation**; provided that such coverage shall apply to the **Salary** in effect at the time of the **Emergency Political Repatriation** and shall end on the earlier of: one hundred twenty (120) days thereafter; or upon the return of the **Employee** to the **Resident Country**; and

(4) other reasonable fees and expenses incurred with the **Company's** prior written approval;

resulting from an **Emergency Political Repatriation** of an **Insured Person**.

(BB) **Relative** means spouses, domestic partners, siblings, ancestors, spouses' ancestors, lineal descendants or lineal descendants' spouses. Lineal descendants include adopted children, foster children and stepchildren. Ancestors include adoptive parents and stepparents.

(CC) **Resident Country** means for the purposes of:

(1) an **Emergency Political Repatriation**, the country of which the **Insured Person** is a national; or

(2) a **Wrongful Detention**, the country of which the **Insured Person** is a national or the *country where any* **Insured Organization** *is headquartered.*

(DD) **Salary** means compensation an **Insured Organization** pays an **Employee**, including but not limited to bonus, commission, incentive payments, and the cost of health, welfare and pension benefits.

(EE) **Temporary Resident Country** means the country in which the **Insured Person** is a temporary resident.

(FF) **Wrongful Detention** means wrongful involuntary confinement of an **Insured Person**, other than **Kidnapping**, for a period of not less than twenty-four (24) hours, by others.

III. EXCLUSIONS

(A) No coverage will be available under this Coverage Section for:

(1) loss due to any fraudulent, dishonest or criminal acts of an identifiable **Employee** of the **Insured Organization** acting alone or in collusion with others, unless the loss is in excess of the amount available to the **Insured Organization**, whether collectible or not, under any other bond, insurance or indemnity which would cover the loss in whole or in part, in which case this Coverage Section shall cover only such excess;

(2) loss resulting from fraud by an **Insured Person** allegedly the subject of a **Kidnapping**, **Extortion Threat**, **Wrongful Detention** or **Political Threat** or **Hijacking** if an **Insured Organization** had not, prior to payment, made reasonable efforts to determine that such **Kidnapping**, **Extortion Threat**, **Wrongful Detention** or **Political Threat** or **Hijacking** was genuine;

(3) loss of property or other consideration surrendered or intended to be surrendered as payment by or on behalf of an **Insured Person** unless an **Insured Organization** agrees that such payment is on behalf of such **Insured Organization**;

(4) loss of income not realized by an **Insured Organization** as the result of a covered loss;

(5) **Recall Expenses** caused by:

(a) refunds for, the value of, or the cost of replacing any withdrawn, damaged, or destroyed **Merchandise**; or

(b) any loss, fees or expenses incurred for any known or suspected defect, deficiency or use of substandard or flawed materials necessitating the withdrawal, physical inspection or destruction of **Merchandise** in the absence of an **Extortion Threat** against such **Merchandise**.

(6) loss from **Wrongful Detention** or **Political Threat** caused by:

(a) any violation of criminal law by an **Insured** if such violation would be considered a criminal violation in such **Insured's Resident Country**, unless it is determined by the **Company** that such allegations are fraudulent and politically motivated; or

(b) failure of an **Insured Organization** or an **Insured Person** to procure or maintain proper immigration, work, residence or similar visas, permits or other documentation.

(7) loss from **Emergency Political Repatriation** caused by:

(a) violation by the **Insured Organization** or an **Insured Person** of the laws or regulations of the country from which the **Insured Person** is repatriated;

(b) the **Insured Organization** or an **Insured Person** failing to procure or maintain proper immigration, work, residence or similar visas, permits or other documentation;

(c) a debt, insolvency, commercial failure, repossession of any property by a title holder, or any other financial cause;

(d) an **Insured's** failure to honor any contractual obligation or bond or to obey any conditions in a license;

(e) any natural disasters, including without limitation any earthquake, flood, fire, famine, volcanic eruption or windstorm;

(f) ionizing radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste, or the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof; or

(g) the relocation of any **Insured Person** from their **Resident Country**.

(8) loss sustained by one **Insured** to the advantage of any other **Insured**;

(9) loss resulting from fraud by an **Insured Person** allegedly the subject of an **Accidental Loss**;

(10) loss unless the **Kidnapping**, **Extortion Threat**, **Political Threat**, **Wrongful Detention**, **Hijacking** or **Emergency Political Repatriation** occurs or is directly or indirectly communicated to any **Insured**, prior to:

(a) termination of this Coverage Section as to such **Insured** and is discovered and communicated in writing to the **Company** within one (1) year following the effective date of such termination;

(b) termination of any Insuring Clause or termination of any particular coverage offered under any Insuring Clause and is discovered and communicated in writing to the **Company** within one (1) year following the effective date of such termination;

(c) termination in its entirety of this Coverage Section and is discovered and communicated in writing to the **Company** within one (1) year following the effective date of such termination, if this Coverage Section is not renewed with the **Company**; or

(d) termination in its entirety of this Coverage Section and is discovered and communicated in writing to the **Company** prior to such termination, if this Coverage Section is renewed with the **Company**.

(B) No Coverage will be available under Insuring Clauses (B), (C), (D), (E) and (F) for loss of property and other consideration actually surrendered as a ransom or extortion payment covered under Insuring Clause (A).

(C) No coverage will be available under Insuring Clause (A) for:

(1) loss of property or other consideration surrendered away from the **Premises** in any face to face encounter involving the use or threat of force or violence unless surrendered by a person in possession of such property or other consideration at the time of such surrender for the sole purpose of conveying it to pay a previously communicated ransom or extortion demand and unless actually surrendered to those responsible for such demand or their designee; or

(2) loss of property or other consideration surrendered on the **Premises** unless brought onto the **Premises** after receipt of the ransom or extortion demand for the purpose of paying such demand.

IV. BENEFICIARY

(A) The **Benefit Amount** for **Loss of Life** will be paid to the **Insured Person's** designated beneficiary. The **Benefit Amount** for all other **Accidental Loss** will be paid to the **Insured Person**, unless otherwise directed by the **Insured Person**.

(B) If an **Insured Person** suffers **Loss of Life** and has not designated a beneficiary, or if the designated beneficiary is not alive, the **Company** will pay covered loss in the following order:

(1) to the spouse or domestic partner;

(2) in equal shares to the surviving children;

(3) in equal shares to the surviving parents;

(4) in equal shares to the surviving brothers and sisters; or

(5) to the estate;

of the **Insured Person**.

V. LIABILITY FOR PRIOR LOSSES

(A) Coverage shall be available for loss as a result of a **Kidnapping**, **Extortion Threat**, **Wrongful Detention**, **Political Threat** or **Hijacking** which occurred or was communicated to the **Insured Organization**, prior to the inception date of this Coverage Section, prior to the effective date of coverage for any additional **Insureds** or prior to the effective date of any coverage added by endorsement, if:

(1) an **Insured Organization** or some predecessor in interest of such **Insured Organization** carried a prior bond or policy, which at the time such **Kidnapping**, **Extortion Threat**, **Wrongful Detention**, **Political Threat** or **Hijacking** occurred or was communicated, afforded some or all of the coverage of an Insuring Clause under this Coverage Section applicable to such prior loss;

(2) such coverage continued without interruption from the time such **Kidnapping**, **Extortion Threat**, **Wrongful Detention**, **Political Threat** or **Hijacking** occurred or was communicated, until the inception date or effective date(s) as described in paragraph (A) above; and

(3) such **Kidnapping**, **Extortion Threat**, **Wrongful Detention**, **Political Threat** or **Hijacking** was first discovered by an **Insured Organization** after the time allowed for discovery under the last such policy.

(B) If such prior bond or policy carried by the **Insured** or predecessor in interest of such **Insured** was issued by the **Company** or its affiliates, such prior bond or policy shall terminate as of the inception of this Coverage Section and such prior bond or policy shall not cover any loss not discovered and noticed to the **Company** prior to the inception of this Coverage Section.

(C) The **Insured** will neither be entitled to a separate recovery under each policy in force at the time the **Kidnapping**, **Extortion Threat**, **Wrongful Detention**, **Political Threat** or **Hijacking** occurred or was communicated, sustained or discovered, nor will the **Insured** be entitled to recover the sum of the limits of liability of any such policies. The **Company's** maximum liability will not

exceed the lesser of the limit of liability of the policy in force at the time of such **Kidnapping**, **Extortion Threat**, **Wrongful Detention**, **Political Threat** or **Hijacking** occurred or was communicated or the applicable Limit of Liability as set forth in Item 2 of the Declarations of this Coverage Section.

VI. LIMITS OF LIABILITY

(A) The **Company's** maximum liability for each loss shall not exceed the Limits of Liability as set forth in Item 2 in the Declarations of this Coverage Section, regardless of the number of **Insureds** sustaining the loss.

(B) The payment of loss under this Coverage Section will not reduce the liability of the **Company** for other losses; provided that the maximum liability of the **Company** will not exceed the dollar amount as set forth in Item 2 in the Declarations of this Coverage Section:

(1) Applicable to Insuring Clause (A): for all loss of property and other consideration actually surrendered as ransom and extortion payments arising from one **Extortion Threat** or **Kidnapping** or a series of related **Extortion Threats** or **Kidnappings**;

(2) Applicable to Insuring Clause (B): for all loss of property and other consideration intended as ransom and extortion payments arising from one **Extortion Threat** or **Kidnapping** or a series of related **Extortion Threats** or **Kidnappings**;

(3) Applicable to Insuring Clause (C): for all **Expenses** arising from one **Extortion Threat**, **Kidnapping**, **Hijacking**, **Political Threat** or **Wrongful Detention** or a series of related **Extortion Threats**, **Kidnappings**, **Hijackings**, **Political Threats** or **Wrongful Detentions**;

(4) Applicable to Insuring Clause (D):

(a) If an **Insured Person** suffers more than one covered **Accidental Loss**, the **Company's** maximum liability for all such **Accidental Loss** shall be the **Loss of Life Benefit Amount** for **Accidental Loss** as set forth in Item 2 (D)(i) of the Declarations of this Coverage Section;

(b) If more than one **Insured Person** suffers covered **Accidental Loss** resulting from the same **Kidnapping**, **Wrongful Detention**, **Extortion Threat**, **Political Threat** or **Hijacking**, the **Company's** maximum liability for all such **Accidental Loss** shall be the **Loss of Life Benefit** for **Accident Loss** as set forth in Item 2 (D)(i) of the Declarations of this Coverage Section, which shall be divided proportionately among such **Insured Persons**;

(5) Applicable to Insuring Clause (E): for all **Legal Liability Costs** arising from one **Kidnapping**, **Hijacking**, **Political Threat** or **Wrongful Detention** or one event described in **Extortion Threat** (J)(1) or a series of related **Kidnappings**, **Hijackings**, **Political Threats** or **Wrongful Detentions** or a series of related events as described in **Extortion Threat** (J)(1); or

(6) Applicable to Insuring Clause (F): for all **Repatriation Expenses** arising from one **Emergency Political Repatriation** or a series of related **Emergency Political Repatriations**.

(C) For all covered **Recall Expenses** occurring during the **Policy Period**, the **Company's** maximum liability shall be twenty-five percent (25%) of the Limit of Liability as set forth in Item 2 (C) of the Declarations of this Coverage Section up to a maximum Limit of Liability of one million dollars ($1,000,000). Such amount shall be part of, and not in addition to, the Limits of Liability as set forth in Item 2 (C) of the Declarations of this Coverage Section.

(D) For all covered rest and rehabilitation expenses incurred during the **Policy Period**, the **Company's** maximum liability shall be fifty thousand dollars ($50,000). Such amount shall be part of, and not in addition to, the Limits of Liability as set forth in Item 2 (C) of the Declarations of this Coverage Section.

VII. NON-ACCUMULATION OF LIABILITY

(A) When there is more than one **Insured**, the maximum liability of the **Company** for loss sustained by one or all **Insureds** shall not exceed the amount for which the **Company** would be liable if all losses were sustained by any one **Insured**.

(B) Regardless of the number of years this coverage remains in effect and the total premium amounts due or paid, the amount the **Company** shall pay for a loss shall not be cumulative from year to year or from **Policy Period** to **Policy Period**.

VIII. LOSS SUSTAINED

A loss shall be deemed to have been sustained under:

(A) Insuring Clause (A), at the time of the surrender of the ransom or extortion payment;

(B) Insuring Clause (B), at the time of the actual destruction, disappearance, confiscation or wrongful abstraction of the property or other consideration;

(C) Insuring Clause (C), at the time of the payment of incurred **Expenses** by the **Insured Organization**;

(D) Insuring Clause (D), at the time of the **Accidental Loss**;

(E) Insuring Clause (E), at the time the **Insured Organization** has made payment for any incurred expense, judgment or settlement; or

(F) Insuring Clause (F), at the time of the payment of incurred **Repatriation Expenses** by the **Insured Organization**.

IX. PERSONAL ASSETS

In the event of a ransom or extortion demand directed against any **Insured Person** rather than against the **Insured Organization**, property or other consideration surrendered or intended to be surrendered by or on behalf of such **Insured Person** and the following **Expenses**: (1)(a) through (1)(j) and (1)(m) through (1)(o); incurred by or on behalf of such **Insured Person** shall at the option of the **Insured Organization**, be considered property or other consideration surrendered or intended to be surrendered on behalf of the **Insured Organization** and **Expenses** incurred by the **Insured Organization**.

X. PROOF OF LOSS AND LEGAL PROCEEDINGS

(A) Knowledge possessed by, or discovery by, any **Insured** shall be deemed knowledge possessed by, or discovery by, all **Insureds**.

(B) It is a condition precedent to coverage that at the earliest practicable moment after the occurrence of any loss hereunder the **Insured Organization** shall give the **Company** written notice thereof and shall furnish to the **Company** affirmative proof of loss with full particulars.

(C) No **Insured** shall institute legal proceedings against the **Company** for recovery of any loss hereunder after the expiration of a period of two (2) years, or any minimum period of time required by law, immediately following the time such loss was sustained.

XI. VALUATION AND FOREIGN CURRENCY

The **Company** shall pay:

(A) the least of:

(1) the actual market value of lost, damaged or destroyed securities at the closing price of such securities on the business day immediately preceding the day on which a loss is discovered;

(2) the cost of replacing securities; or

(3) the cost to post a Lost Instrument Bond;

Such cost shall be paid by the **Company** on behalf of an **Insured Organization**; or

(B) the cost of blank books, pages or tapes or other blank materials to replace lost or damaged books of account or other records; or

(C) the least of:

(1) the actual cash value of any other property or other consideration at the time of loss; or

(2) the actual cost to repair or replace such other property or consideration with that of similar quality and value; or

(D) the United States of America dollar value of foreign currency based on the rate of exchange published in *The Wall Street Journal* on the day loss involving foreign currency is discovered.

XII. OTHER INSURANCE

(A) If any loss under this Coverage Section is insured under any other valid and collectible insurance policy(ies), prior or current, then this Coverage Section shall cover such loss, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such loss is in excess of the amount of such other insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this Coverage Section.

(B) The **Company's** liability under this Coverage Section for any loss of personal assets under Section IX Personal Assets of this Coverage Section, other than a loss sustained by an **Employee**, shall be reduced by any amount paid or payable on account of such loss under such other insurance issued by the **Company** or any of its subsidiaries or affiliated companies.

CHUBB

ENDORSEMENT

Coverage Section: ForeFront Portfolio Kidnap/Ransom and Extortion Coverage Section (Federal)

Effective date of
this endorsement: January 1, 2009

Company: Federal Insurance Company

Endorsement No. 1

To be attached to and
form a part of Policy No. 6803-8985

Issued to: Sheaffer International LLC

ILLINOIS AMENDATORY ENDORSEMENT
TO THE KIDNAP/RANSOM & EXTORTION COVERAGE SECTION

In consideration of the premium charged, it is agreed that:

1. Section XII. Other Insurance of the Kidnap/Ransom & Extortion Coverage Section is amended to read as follows:

   "If any Loss under this Coverage Section is insured under any other valid and collectible insurance or bond(s) subject to the same terms, conditions and provisions as the insurance provided by this Coverage Section, prior or current, then this Coverage Section shall cover its share of such Loss, subject to its limitations, conditions, provisions and other terms, in an amount equal to the proportion that the then-available limit of liability under this Coverage Section bears to the aggregate of all limits of liability of all insurance covering such Loss, whether such other policy(ies) or bond(s) is stated to be primary, contributory, excess, contingent or otherwise, unless such other policy(ies) or bond(s) is written only as specific excess insurance over the Limits of Liability provided in this Coverage Section. If any Loss under this Coverage Section is insured under any prior or current valid and collectible insurance policy(ies) or bond(s) other than as described above, then this Coverage Section shall cover such Loss, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such Loss is in excess of the amount of such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this Coverage Section."

2. The Policy is deemed amended to the extent necessary to effect the purposes of this Amendatory Endorsement.

The regulatory requirements set forth in this Amendatory Endorsement shall supersede and take precedence over any provisions of the Policy or any endorsement to the Policy, whenever added, that are inconsistent with or contrary to the provisions of this Amendatory Endorsement, unless such Policy or endorsement provisions comply with the applicable insurance laws of the state of Illinois.

All other terms, conditions and limitations of this policy shall remain unchanged.

Robert Hamburger

Authorized Representative

Endurance

Common Policy Declarations

Endurance American Specialty Insurance Company

Policy Number: ECC101007655-00
Renewal Of: Not Applicable

Named Insured	**Program Administrator**
Sheaffer International LLC 800 Roosevelt Rd, Ste C-20 Glen Ellyn, IL 60137	Freberg Environmental, Inc. 1451 Larimer Street, Suite 200 Denver, Colorado 80202

Policy Period

From: 5/24/2009 **To:** 5/24/2010

At 12:01 am Standard Time at your mailing address shown above

In return for the payment of premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following Coverage Parts as indicated:	**Premium**
Commercial General Liability Coverage	**Not Covered**
Contractors Pollution Liability Coverage	**Included**
Professional Liability Coverage	**Included**
Environmental Impairment Liability Coverage	**Not Covered**
Storage Tank Environmental Impairment Liability Coverage	**Not Covered**
Total Coverage Part Premium	**$9,446**
Terrorism Coverage	**$250**
Total Premium	**$9,696**

FORMS APPLICABLE TO ALL COVERAGE PARTS: See FEI-451-ECC-0708 Schedule of Forms and Endorsements and attached State specific Surplus Lines Warning.

These declarations together with the common policy conditions, coverage part declarations, coverage part coverage forms(s) and forms and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Issue Date: 6/8/2009

By: Authorized Representative

+ $339 State tax + $10 Stamping Fee + $750 Policy Fee + $200 Inspection Fee

Endurance

Coverage Part Declarations

Policy Number: ECC1010007655-00

Coverage Parts Attached (indicated with "X"):

	Coverage Part	Policy Type
	Commercial General Liability	
X	Contractors Pollution Liability	Claims Made Form
X	Professional Liability	Claims Made Form

Limits of Insurance:

Regardless of the number of Coverage Parts written under this policy or applicable to any one *Occurrence, Claim, Wrongful Act or Pollution Condition*, the Limits of Insurance shown below apply once for the entire policy, and not separately for each Coverage Part.

Applicable to Contractors Pollution Liability Coverage Part:

$2,000,000	Damages Limit for Each Occurrence, Claim or Pollution Condition
$2,000,000	General Aggregate Limit
$2,000,000	*Claims Expense* Limit for Each Claim
$2,000,000	*Claims Expense* Aggregate Limit

Applicable to Professional Liability Coverage Part:

$2,000,000	Damages Limit for Each Occurrence, Wrongful Act or Claim
$2,000,000	General Aggregate Limit
$2,000,000	*Claims Expense* Limit for Each Claim
$2,000,000	*Claims Expense* Aggregate Limit

Applicable to Commercial General Liability Coverage Part:

Not Covered	General Aggregate Limit (Other Than Products-Completed Operations)
Not Covered	Products-Completed Operations Aggregate Limit
Not Covered	Personal and Advertising Injury Limit
Not Covered	Damages Limit for Each Occurrence or Claim
Not Covered	Fire Damage Limit (Any one Fire)
Not Covered	Medical Expense Limit (Any One Person)

Deductible:

Coverage	Amount	Type
Commercial General Liability	Not Covered	See FEI-317-ECC-0708 if CGL coverage applies
Contractors Pollution Liability	$25,000	per pollution condition
Professional Liability	$25,000	per wrongful act

Retroactive Dates:

Coverage	Retroactive Date
Commercial General Liability	Not Covered
Contractors Pollution Liability	5/24/2000
Professional Liability	5/1/1997

Premium Schedule:

Estimated Annual Gross Receipts:	$1,050,000	Rate:	$9.00 per $1,000 of gross receipts
Policy Period Minimum Earned Premium:	$2,424	Minimum & Deposit Premium:	$9,696

Form of Business:

Corporation	Joint Venture	Individual	Partnership	x Other: LLC

Endurance

Schedule of Forms and Endorsements

Policy Number:	ECC1010007655-00

SCHEDULE

The following forms and endorsements are made part of this policy:

FEI-309-ECC-0708	Common Policy Declarations Page
FEI-310-ECC-0708	Coverage Part Declarations Page
EGL1006 0606	ECC Signature Page
FEI-312-ECC-0708	Contractors Pollution Liability Form Claims Made
FEI-313-ECC-0708	Professional Liability Form Claims Made
FEI-315-ECC-0708	Common Policy Conditions
FEI-316-ECC-0708	Nuclear Energy Liability Exclusion
FEI-318-ECC-0708	Extended Reporting Period Endorsement
FEI-319-ECC-0708	Automatic Additional Insured Owners, Lessees, or Contractors
FEI-320-ECC-0708	Automatic Waiver of Subrogation
FEI-321-ECC-0708	Specified Professional Services Endorsement.
FEI-322-ECC-0708	Claims Notice Document
FEI-327-ECC-0708	Minimum Earned Premium Endorsement
FEI-405-ECC-0708	Transportation at Jobsite Endorsement
FEI-451-ECC-0708	Schedule of Forms and Endorsements
PN-0001 00107	OFAC
FEI-510-ECC-0708	Mold and Mildew Exclusion
FEI-526-ECC-0708	Pyramiding of Limits Endorsement (Non-Stacking of Limits)
EXL 1202 0108	Exclusion of Other Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
EXL 1312 0108	TRIA Disclosure of Premium
EXL 1204 0108	Cap on Losses from Certified Acts of Terrorism
FEI-328-ECC-0708	Service of Suit - Illinois
Illinois Notice	Illinois State Surplus Lines Notice Attachment

Signature Page

Policy Number: ECC101007655-00

IN WITNESS WHEREOF, we have caused this Policy to be signed by our President and Secretary and countersigned where required by law on the Declarations page by our duly Authorized representative.

Secretary

President

Contractors Pollution Liability Policy – Claims Made

The insurance company shown in the Declarations (hereinafter "the Company") in consideration of the payment of the premium and the undertaking of the *named insured* to pay the Deductible described hereunder, in reliance upon all representations and warranties contained in the application attached hereto and made a part of this policy, including any addendum or addenda thereto, and subject to all provisions of this policy subsequently set forth, agrees with the *named insured* as follows:

I. INSURING AGREEMENTS

A. COVERAGE AND DEFENSE

The Company shall pay on behalf of the *insured* those *damages* for *bodily injury* or *property damage* in excess of the "Deductible" that the *insured* becomes legally obligated to pay:

1. If the *damages* result from a *pollution condition* at any site where any *insured* or any independent contractor working on behalf of any insured, is performing, or has performed, any contracting or remediation operations anywhere in the world; and
2. If the *insured* performed the operations on or after the retroactive date specified in the Declarations and prior to the end of this *policy period*; and
3. if *claim* for such *damages* is first made against the *insured* during this *policy period*, or any applicable extended reporting period; and
4. If such *claim* is reported in writing directly to the Company and such reporting is received by the Company as soon as practicable, but not later than sixty (60) days immediately subsequent to the end of this *policy period*; and
5. If on the effective date of this policy, no *insured* had knowledge of any circumstances which could reasonably be expected to give rise to a *claim*; and
6. If the *pollution condition* was unexpected and unintended from the standpoint of the *insured*.

The Company will pay all *claims expenses* in excess of the Deductible for all *claims* covered under the terms of this policy.

The Company shall have both the right and duty to provide for the defense of the *insured* with respect to a *claim* made against the *insured* in the United States of America, its territories or possessions, or Canada, falling under the purview of all

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of the foregoing requirements. The Company shall also have the exclusive right to investigate such *claim*, to designate and appoint all legal counsel to defend the *insured* and to otherwise control the defense thereof.

If a *claim* is made against any *insured* such as is described in the immediate foregoing, other than in the United States of America, its territories or possessions, or Canada, the Company shall have the right, but not the duty, to provide for the defense of such *claim*. If the Company elects not to provide for the defense of such *claim*, the *named insured*, under the supervision of the Company, shall have the duty to make or cause to be made such investigation and defense as are necessary and, subject to prior authorization by the Company, effectuate settlement. In such eventuality, the Company shall indemnify the *named insured* for *claim*s expenses incurred and *damages* and supplementary payments paid in excess of the Deductible.

The Company shall have the exclusive right hereunder to negotiate and effectuate the settlement of all *claim*s, as it deems expedient, whether under or in excess of the Deductible, but it shall not commit the *named insured* to any settlement without the *named insured's* consent. If, however, the *named insured* refuses to consent to a settlement recommended by the Company and elects to contest such *claim* or continue legal proceedings in connection therewith, the Company's liability shall be limited to the sum of the amount for which the *claim* could have been settled and all *claims expenses* incurred up to the time of such refusal, which is in excess of the Deductible.

The Company's duty to provide for the defense of any *insured*, to pay *damages* on behalf of any *insured*, or to make any payment pursuant to Section I.B., Supplementary Coverages and Payments, shall immediately terminate:

1. If the Limits of Insurance of this policy become exhausted by payment of *damages* or *claims expenses*; or
2. Iif the *named insured* fails to fulfill its Deductible obligation as imposed by Section IV. Deductible; or
3. If the application attached hereto and made a part of this policy, including any addendum or addenda thereto, contains any material misrepresentation of fact.

B. SUPPLEMENTARY COVERAGES AND PAYMENTS

With respect to such insurance as is afforded by this policy, the Company shall pay, in addition to the applicable limit of liability, all of the following:

1. All premiums on bonds to release attachments and appeal bonds, limited to that portion of such bond that does not exceed the limit of liability of this policy but without any obligation of any kind upon the Company to apply for, secure, or furnish any such bonds.

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2. Pre-judgment interest and post judgment interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is covered and within the applicable Per *Claim* or Aggregate Limit of Liability. However, the maximum amount of pre-judgment or post judgment interest the Company will pay under this policy will be the portion of pre-judgment or post judgment interest accrued on *damages* covered by this policy.
3. All reasonable expenses incurred by any *insured* at the Company's request in assisting the Company in the investigation and defense of any *claim*, other than loss of earnings, salaries or other compensation paid to the *named insured's* officers or employees, except as provided in Paragraph 5, below.
4. All costs assessed against any *insured* in any suit covered under this policy.
5. Defendant's Reimbursement - The Company will pay an amount of $500 to each *insured* for each day or part of a day that any *insured* attends as a witness at any trial, deposition, or interrogatory at which the Company has requested the *insured's* attendance, or when such attendance is required by the court. This payment shall only apply to appearances involving *claims* against an *insured*. The maximum amount payable for all such appearances made during the *policy period* shall not exceed $5,000 as a total aggregate, regardless of how many appearances are actually made during the *policy period*, or how many different *insureds* make appearances, and regardless of any other fact, circumstance, or situation.
6. Coverage for fines or penalties - The Company will reimburse the *named insured* for the amount of any fine or penalty which is levied against any *insured*, and is paid by the *insured* during the *policy period*, by the Environmental Protection Agency, any state or local environmental regulatory agency, or any other governmental official or regulatory agency, or any court. The maximum total amount the Company will pay for reimbursement for all fines or penalties combined which are levied and paid during the *policy period* will be $50,000, regardless of the actual number of fines or penalties levied or paid, or the actual amount of any fine, and regardless of any other fact or circumstance. Reimbursement shall not be available whenever the applicable law provides that a particular fine or penalty is uninsurable as a matter of law.

For Supplementary Coverages numbers 7., 8., 9., and 10., below, it is agreed that any and all payments made for any of these shall be included within, and shall not be in addition to, the applicable limit of liability.

7. Automatic coverage for newly formed or acquired entities - The coverage provided under this policy shall apply on behalf of any entity which is newly formed or newly acquired by the *named insured* subsequent to the inception

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date of the *policy period*. Coverage shall be provided only to those newly formed or newly acquired entities for which, as of the date of formation or acquisition, the *named insured* directly owns fifty percent (50%) or more of the outstanding stock or other equity or ownership interest.
It is agreed that there shall only be coverage for those *claims* that arise from *pollution conditions* which arise subsequent to the date of formation or acquisition. The *named insured* agrees to advise the Company of any newly formed or acquired entity within ninety (90) days of the date of formation or acquisition. The *named insured* agrees to accept any coverage terms or reasonable additional premium which the Company may require, relative to the newly formed or acquired entity.

8. Coverage for indemnification of clients - Whenever any written contract or written job specifications provide that the *named insured* shall indemnify the client for, or hold the client harmless or free from, any *damages* or *claims expense* which are due to a *pollution condition* which arises out of the *named insured's* operations, the Company will pay on behalf of the *named insured* those *damages* or *claims expense* that must be paid to indemnify the client.
9. Vicarious liability coverage - The coverage provided under this policy shall apply on behalf of all *insureds* for *pollution conditions* arising out of operations performed by any entity or individual for whom any *insured* is legally liable, as long as the operations were performed on or after the retroactive date shown on the Policy Declarations Page or on an endorsement to the policy, but prior to the end of the *policy period*.
10. Response costs coverage - In accordance with, and in support of, the duties of the *named insured* to mitigate *damages*, as described in Section VI., Conditions, Paragraph G., Mitigation, the Company will reimburse the *named insured* for all costs expended by the *named insured* in fulfilling the *named insured's* duties of mitigation, subject to the following limitations:
    a. The only costs that will reimbursed by the Company are those costs that are expended by the *named insured* in efforts to abate, stop, prevent, or reduce the *damages* emanating from a *pollution condition* caused directly or indirectly by any *insured*.
    b. The only costs that will be reimbursed by the Company are those costs that are expended by the *named insured* on or after the date that the *named insured* first becomes aware of the *pollution condition* until that date that the *named insured* first has a reasonable opportunity to report the incident, circumstances, or *claim* to the Company.
    c. Nothing in this provision shall in any way alter, modify, or change the duty of the *named insured* to give notice of *claims* to the Company pursuant to Section VI., Conditions, Paragraph A., Notice of *Claim*.

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II. DEFINITIONS

Words and phrases in itialics in this policy have the following special meaning.

Bodily Injury The term *bodily injury* shall mean sickness, disease, mental anguish or shock sustained by any person, including death resulting therefrom caused by a *pollution condition* arising out of the performance by any *insured* of operations covered by this policy.

Claim The term *claim* means an oral or written notice to the *named insured* from any party intending to hold any *insured* responsible for *damages* arising out of a *pollution condition.*

Claims Expenses The term *claims expenses* shall mean all costs, charges and expenses resulting from the adjustment, appraisal, investigation, defense, settlement, arbitration or appeal of any *claim* covered by the terms and conditions of this policy if such costs, charges and expenses are incurred by the Company, an attorney designated by the Company, or by any *insured* with the written consent of the Company; except that it shall not include the costs of investigating or administering any *claim* by employees of the Company or loss of earnings incurred by any *insured* in investigating, defending, settling, arbitrating or appealing any *claim* at the Company's direction, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's Reimbursement.

Damages The term *damages* shall mean a judgment, award or settlement monetarily compensating a claimant for a *claim* covered by the terms and conditions of this policy, and shall include *damages* based upon emotional distress. *Damages* also includes any loss due to diminuation in value or loss of use of land, property, or buildings. *Damages* does not include any of the following:

1. Any administrative, civil or criminal fines, sanctions, taxes, or penalties, whether pursuant to law or statute, except to the extent coverage for reimbursement for fines or penalties is provided under Section I.B., Supplementary Coverages and Payments, Paragraph 6, Coverage for fines or penalties;
2. Restitution, reduction, disgorgement, set off, return, or payment of any form of any consulting fees or payments, or any other costs, expenses or charges;
3. Any loss of income or revenue to the *named insured*, regardless of the cause or reason for the loss of income or revenue, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's reimbursement;
4. Any form of non-monetary judgments or relief, including, but not limited to, specific performance or any injunctive relief of any kind;
5. Any amount of any civil judgment which is, or represents, any multiple of any kind of damage award, including, but not limited to, the two-thirds portion of any award of treble *damages*.

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Insured

The term *Insured* means:

1. The *named insured*, and
2. A director or officer of the *named insured*, but only while acting in their respective capacity as such; and
3. An employee of the *named insured*, but only with respect to services performed or failed to have been performed on behalf of the *named insured* in the employee's capacity as such; and
4. A former director, officer or employee of the *named insured*, but only with respect to services performed or failed to have been performed on behalf of the *named insured* prior to the termination of that respective capacity; and
5. The current spouse of any current owner, director or officer of the *named insured*; and
6. The heirs, executors, administrators, and legal representatives of each *insured* in the event of death, incapacity or bankruptcy, but solely with respect to the liability of each *insured* as otherwise covered by this policy; and
7. A limited liability company, if the *named insured* or any other *insured* exists as such, along with all past and present members of any such limited liability company, but only with respect to professional services performed or failed to have been performed on behalf of the *named insured.*

No person or organization is an *insured* with respect to the conduct of any current or past partnership or joint venture that is not shown as a *named insured* in the Declarations.

Named Insured

The term *named insured* shall mean the proprietor, partners or organization specified in the Declarations.

Policy Period

The term *policy period* means the period set forth in the Declarations, or any shorter period arising as a result of cancellation.

Policy Year

The term *policy year* means the separate annual year period whenever the *policy period* set forth in the Declarations is either for a two or three year time period.

Pollution Condition

The term *pollution condition* means the discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, *waste* materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in *bodily injury* or *property damage*. A continuous, related, repeated, or similar series of discharges, dispersals, releases, or escapes of pollutants at or from a site shall constitute a single *pollution condition*.

Related *pollution conditions* are those *pollution conditions* that arise out of, are based on, relate to or are in consequence of the same facts, circumstances or situations.

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Property Damage The term *property damage* means:

1. Physical injury to or destruction of tangible property including the resulting loss of use thereof; and
2. Costs expended by the *named insured* to evaluate, investigate, clean up, remediate or monitor any environmentally contaminated site.
3. Loss of use of tangible property that has not been physically injured or destroyed; provided that such physical injury or destruction, clean up costs and/or loss of use are caused by a *pollution condition* arising out of the performance by the *named insured* of operations insured by this policy.

Waste The term *waste* means any discarded materials of any kind, including all of those materials to be recycled, reconditioned, reclaimed, or disposed of.

III. LIMITS OF INSURANCE

A. MAXIMUM LIMITS OF LIABILITY

The Company's maximum limit of liability hereunder shall not exceed the separate limits for *damages* and *claims expenses* specified in the Declarations, irrespective of any of the following:

1. The number of *claims* made; or
2. The number of persons or organizations making *claims*; or
3. The number of persons covered hereunder; or
4. The number of *pollution conditions* which arise; or
5. The types of *damages* awarded.

B. SEPARATE AND SPECIFIC LIMITS OF LIABILITY

As specified in the Declarations:

A. The "*Damages* Limit for Each *Claim*" amount shown in the Declarations is the maximum amount the Company will pay under all Coverage Parts combined that form a part of this policy for *damages* that arise out of any one *claim*;

B. The "General Aggregate Limit for *Damages* (Other than Products-Completed Operations)" amount shown in the Declarations is the maximum amount the Company will pay under all Coverage Parts combined that form a part of this policy, for all *damages* arising from covered *claims* (other than those included in the products-completed operations hazard);

C. The "*Claims* Expense Limit for Each *Claim*" amount shown in the Declarations is the maximum amount the Company will pay for all *claims expenses* that arise out of any one *claim* that is covered under either or both of the Contractors Pollution Liability and/or the Professional Liability Coverage Parts;

D. The "*Claims* Expense Aggregate Limit" amount shown in the Declarations is the maximum amount the Company will pay for all *claims expenses* that arise

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from covered *claims* that are covered under either or both of the Contractors Pollution Liability and/or the Professional Liability Coverage Parts.

The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the *policy period* shown in the Declarations, unless the *policy period* is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

If this policy and any other policy providing coverage by the Company or any affiliate company apply to the same *pollution condition* or series of related *pollution conditions*, the aggregate maximum Limit of Liability payable under all of the policies combined shall be limited to the amount of the highest applicable Limit of Liability payable under any one of the policies. Related *pollution conditions* are those *pollution conditions* that arise out of, are based on, relate to or are in consequence of, the same facts, circumstances or situations.

The Limits of Insurance shown in the Declarations shall apply in excess of the Self Insured Retention amount shown in the Declarations.

IV. DEDUCTIBLE

As respects each *claim* first made against the *insured*, the *named insured* shall be responsible for payment for that amount of *damages* or *claims expenses* indicated in the Declarations as the Deductible amount. The Company shall not be responsible to make any payments for either *damages* or *claims expenses*, or any coverage or payment provided pursuant to Section I.B., Supplementary Coverages and Payments, unless and until the full amount of the Deductible has been paid by the *named insured*.

Should the Company, for any reason, pay the entire amount of *damages*, *claims expenses* or supplementary payments without regard to the Deductible amount, the *insured* will reimburse the Company, within 30 days of the Company's request for such reimbursement, for that part of the Deductible Amount which has been paid.

V. EXCLUSIONS

The Company shall have no obligation whatsoever under this policy to make any payment for either *damages*, *claims expenses*, or any coverage or payment provided pursuant to Section I.B., Supplementary Coverages and Payments, or to arrange for, provide, or pay, for any defense, for:

A. Any *claim* by any past or present *insured* against any other *insured*; however, this exclusion does not apply to additional insureds under this policy; or

B. Any *claim* made by or on behalf of any business enterprise not shown on the Declarations:

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1. Which is, was, or will be owned in whole or in part by any past or present *insured*; or
2. Which owned in whole or in part at any time the *named insured*; or

C. Any *claim* arising from any *insured's* intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint or notice of violation, notice letter, executive order, or instruction of a governmental agency or body; or

D. Any *claim* arising from an illegal, dishonest, fraudulent, criminal, or malicious act by any *insured*; or

E. Any *claim* which arises from, or is related to, any collision or accident, involving an automobile, truck, boat, watercraft, airplane, helicopter, or other aircraft or vehicle of any kind or type; or

F. Any *claim* arising from any of the following relative to a contract any *insured* has entered into with a client:

1. Any assumption of the client's sole negligence or legal liability; or
2. Any failure by any *insured* to perform or provide a good or service by a date stipulated in a contract with a client; or
3. Any liquidated or stipulated *damages* under a contract with a client of any *insured*, unless the same type of *damages* would attach without the existence of the contract; or

G. Any obligation of any *insured* under workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar law; or

H. Any *claim* for wrongful termination, discrimination or any unfair employment practices; or

I. Any *claim* arising out of any *waste* or other kind of products or materials transported, shipped or delivered via any automobile, aircraft, watercraft, or rolling stock to any location located beyond the boundaries of a site at which any *insured* has performed any contracting or site remediation services.

J. Any *claim* for *property damage* to any real or personal property that was owned in whole or in part, or was rented, occupied or in the care, custody or control of any *insured* at any time.

VI. CONDITIONS

A. NOTICE OF *CLAIM*

In the event of a *claim*, or any *insured's* knowledge of circumstances which could reasonably be expected to give rise to a *claim*, the *named insured* shall have the duty to provide written notice to the Company as soon as practicable, but not later than sixty (60) days immediately subsequent to the end of this *policy period*.

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This written notice shall be given whether or not the *named insured* believes that the *claim*, or incident giving rise to the *insured's* knowledge, will result in a demand that falls under, or in excess of, the Deductible.

Written notice shall be given to the insurance company shown in the Declarations, in care of:

Senior Vice President - Claims
Endurance American Specialty Insurance Company
C/O Endurance Specialty Insurance Marketing Corp.
725 South Figueroa Street, Suite 2100
Los Angeles, California 90017

Telephone (213) 270-7017
Fax (213) 270-7800
E-Mail addressed to: Eclaims@enhinsurance.com

Such written notice must contain complete details, including, but not limited to, the exact date the *claim* was made, location, circumstances giving rise to such *claim*, the name of all claimants and a full description of the nature and scope of the allegations. These duties of the *insured* hereunder shall be non-delegable.

B. COOPERATION AND ASSISTANCE OF THE *INSURED*

Each *insured* shall have the duty to fully cooperate with and assist the Company, with respect to the investigation, defense, settlement, arbitration or appeal of any *claim*. No *insured* shall be indemnified hereunder for loss of earnings incurred in such cooperation or assistance, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's Reimbursement, nor shall such loss of earnings apply towards the satisfaction of the Deductible.

C. ACTIONS PREJUDICIAL TO THE COMPANY

In the event of a *claim*, no *insured* shall undertake any of the following actions, without the Company's prior, written consent:

1. Engage counsel to provide legal representation; or
2. Assume any obligation, other than the reasonable efforts required to satisfy the duty to mitigate *damages* as provided in Section VI., Conditions, Paragraph G., Mitigation; or
3. Forgive, reduce in amount or otherwise compromise any compensation owed or allegedly owed the *named insured*; or
4. Admit, or in any manner acknowledge liability; or
5. Effectuate or attempt to effectuate settlement, including, but not limited to, entering into a consent decree involving the assignment of any *insured's* interest under this policy.

Any of the foregoing actions by any *insured* shall be deemed to materially prejudice the Company's rights.

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D. SUBROGATION

If the Company pays an amount hereunder as *damages*, *claims* expense, or as any payment under Section I.B., Supplementary Coverages and Payments, or any combination thereof, it shall be subrogated to all of each *insured's* rights of recovery against any person, firm or organization. All *insureds* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No *insured* shall waive or prejudice such rights either prior to or subsequent to any *claim*.

E. ACCEPTANCE

By acceptance of this policy, the *named insured* hereby confirms that all provisions hereof, including all endorsements and the application attached hereto and made a part of this policy, embody all agreements existing between the *named insured* and the Company and supersede any prior agreements, whether expressed or implied.

F. MITIGATION

The *named insured* shall make all reasonable efforts to abate, stop, prevent, or reduce the *damages* emanating from any *pollution condition* resulting directly or indirectly from any operations performed by any *insured*. It is agreed that these efforts shall commence immediately upon discovery or notice of the *pollution condition* by any *insured*. These efforts must include mitigating, alleviating or otherwise limiting the *damages* which could result from the *pollution condition*. Such efforts must be undertaken even in the absence of a *claim*.

G. NO ACTION AGAINST COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, each *insured* has fully complied with all the provisions of the policy, or until the amount of the *named insured's* obligation to pay has been finally determined either by written agreement of the *named insured*, the claimant and the Company or by final judgment against the *named insured* after the actual trial of the issues and the period of time to appeal has elapsed without an appeal having been taken or, if an appeal has been taken, then until after such appeal has been determined.

H. AUDIT

The Company shall have the right to examine or audit all financial records of the *named insured*, for the purpose of ascertaining the accuracy of the income or revenue stated in the application.

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I. NONRENEWAL

The Company may non-renew this policy by mailing or delivering to the *named insured* at the address stated on the Declarations Page written notice of nonrenewal at least thirty (30) days before the expiration date of this policy. The Company shall have the right to offer renewal policy terms, conditions, or premium amounts different than those in effect prior to renewal, this does not constitute non-renewal.

J. APPLICATION IS INCORPORATED INTO, AND IS PART OF POLICY

The *named insured* acknowledges and agrees that:

1. The warranties and representations contained in the Application for this Policy are true, correct and complete; and
2. The Company issued this Policy in specific reliance upon the representations contained in the Application; and
3. The Application is incorporated into, and is part of, this Policy.

K. OTHER INSURANCE

If any part of either *damages* or *claims expenses* is insured under this Policy and any other current, prior or subsequent Policy, this policy shall provide coverage for such *damages* or *claims expenses* on a pro rata basis with such other Policy according to the applicable Limits of Liability of this Policy and such other Policy.

L. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first *Named Insured*, this insurace applies:

1. As if each *Named Insured* were the only *Named Insured*; and
2. Separately to each *insured* against whom *claim* is made or *suit* is brought.

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Professional Liability Policy – Claims Made

The insurance company shown in the Declarations (hereinafter "the Company") in consideration of the payment of the premium and the undertaking of the *named insured* to pay the Deductible described hereunder, in reliance upon all representations and warranties contained in the application attached hereto and made a part of this policy, including any addendum or addenda thereto, and subject to all provisions of this policy subsequently set forth, agrees with the *named insured* as follows:

I.INSURING AGREEMENTS

A. COVERAGE AND DEFENSE

The Company shall pay on behalf of the *insured* those *damages* in excess of the Deductible that the *insured* becomes legally obligated to pay to others, but only:

1. If such *damages* result from a *wrongful act* committed by any *insured* in performing or failing to perform *professional services* anywhere in the world; and
2. If the *insured* committed the *wrongful act* on or after the retroactive date specified in the Declarations and prior to the end of this *policy period*; and
3. If *claim* for such *damages* is first made against the *insured* during this *policy period*, or any applicable extended reporting period; and
4. If such *claim* is reported in writing directly to the Company and such reporting is received by the Company as soon as practicable, but not later than sixty (60) days immediately subsequent to the end of this *policy period*; and
5. If on the effective date of this policy, no *insured* had knowledge of any circumstances which could reasonably be expected to give rise to a *claim*.

The Company will pay all *claims expenses* in excess of the Deductible for all *claims* covered under the terms of this policy. The Company shall have both the right and duty to provide for the defense of the *insured* with respect to a *claim* made against any *insured* in the United States of America, its territories or possessions, or Canada, falling under the purview of all of the foregoing requirements. The Company shall also have the exclusive right to investigate such *claim*, to designate and appoint all legal counsel to defend the *insured* and to otherwise control the defense thereof.

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If a *claim* is made against any *insured* such as is described in the immediate foregoing, other than in the United States of America, its territories or possessions, or Canada, the Company shall have the right, but not the duty, to provide for the defense of such *claim*. If the Company elects not to provide for the defense of such *claim*, the *named insured*, under the supervision of the Company, shall have the duty to make or cause to be made such investigation and defense as are necessary and, subject to prior authorization by the Company, effectuate settlement. In such eventuality, the Company shall indemnify the *named insured* for *claims expenses* incurred and *damages* and supplementary payments paid in excess of the Deductible.

The Company shall have the exclusive right hereunder to negotiate and effectuate the settlement of all *claims*, as it deems expedient, whether under or in excess of the Deductible, but it shall not commit the *named insured* to any settlement without the *named insured's* consent. If, however, the *named insured* refuses to consent to a settlement recommended by the Company and elects to contest such *claim* or continue legal proceedings in connection therewith, the Company's liability shall be limited to the sum of the amount for which the *claim* could have been settled and all *claims expenses* incurred up to the time of such refusal, which is in excess of the Deductible.

The Company's duty to provide for the defense of any *insured*, to pay *damages* on behalf of any *insured*, or to make any payment pursuant to Section I.B., Supplementary Coverages and Payments, shall immediately terminate:

1. If the Limits of Insurance of this policy become exhausted by payment of *damages* or *claims expenses*; or
2. If the *named insured* fails to fulfil its Deductible obligation as imposed by Section IV. Deductible; or
3. If the application attached hereto and made a part of this policy, including any addendum or addenda thereto, contains any material misrepresentation of fact.

B. SUPPLEMENTARY COVERAGES AND PAYMENTS

With respect to such insurance as is afforded by this policy, the Company shall pay, in addition to the applicable limit of liability, all of the following:

1. All premiums on bonds to release attachments and appeal bonds, limited to that portion of such bond that does not exceed the limit of liability of this policy but without any obligation of any kind upon the Company to apply for, secure, or furnish any such bonds.
2. Pre-judgment interest and post judgment interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is

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covered and within the applicable Per Claim or Aggregate Limit of Liability. However, the maximum amount of pre-judgment or post judgment interest the Company will pay under this policy will be the portion of pre-judgment or post judgment interest accrued on *damages* covered by this policy.

3. All reasonable expenses incurred by any *insured* at the Company's request in assisting the Company in the investigation and defense of any *claim*, other than loss of earnings, salaries or other compensation paid to the *named insured's* officers or employees, except as provided in Paragraph 5, below.
4. All costs assessed against any *insured* in any suit covered under this policy.
5. Defendant's reimbursement - The Company will pay an amount of $500 to each *insured* for each day or part of a day that any *insured* attends as a witness at any trial, deposition, or interrogatory at which the Company has requested any *insured's* attendance, or when such attendance is required by the court. This payment shall only apply to appearances involving *claims* against an *insured*. The maximum amount payable for all such appearances made during the *policy period* shall not exceed $5,000 as a total aggregate, regardless of how many appearances are actually made during the *policy period*, or how many different *insureds* make appearances, and regardless of any other fact, circumstance, or situation.
6. Coverage for fines or penalties - The Company will reimburse the *named insured* for the amount of any fine or penalty which is levied against any *insured*, and is paid by the *insured* during the *policy period*, by the Environmental Protection Agency, any state or local environmental regulatory agency, or any other governmental official or regulatory agency, or any court. The maximum total amount the Company will pay for reimbursement for all fines or penalties combined which are levied and paid during the *policy period* will be $50,000, regardless of the actual number of fines or penalties levied or paid, or the actual amount of any fine, and regardless of any other fact or circumstance. Reimbursement shall not be available whenever the applicable law provides that a particular fine or penalty is uninsurable as a matter of law.

For Supplementary Coverages numbers 7., 8., 9., and 10. below, it is agreed that any and all payments made for any of these shall be included within, and shall not be in addition to, the applicable limit of liability.

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7. Automatic coverage for newly formed or acquired entities - The coverage provided under this policy shall apply on behalf of any entity which is newly formed or newly acquired by the *named insured* subsequent to the inception date of the *policy period*. Coverage shall be provided only to those newly formed or newly acquired entities for which, as of the date of formation or acquisition, the *named insured* directly owns fifty percent (50%) or more of the outstanding stock or other equity or ownership interest.

It is agreed that there shall only be coverage for those *claims* that arise from *wrongful acts* which were committed subsequent to the date of formation or acquisition. The *named insured* agrees to advise the Company of any newly formed or acquired entity within ninety (90) days of the date of formation or acquisition. The *named insured* agrees to accept any coverage terms or reasonable additional premium which the Company may require, relative to the newly formed or acquired entity.

8. Coverage for indemnification of clients - Whenever any written contract or written job specifications provide that the *named insured* shall indemnify the client for, or hold the client harmless or free from, any *damages* or *claims expense* which are due to the *wrongful act* of any *insured*, the Company will pay on behalf of the *named insured* those *damages* or *claims expense* that must be paid to indemnify the client.
9. Vicarious liability coverage - The coverage provided under this policy shall apply on behalf of all *insureds* for *wrongful acts* committed by any entity or individual for whom any *insured* is legally liable, as long as the *wrongful act* was committed on or after the retroactive date shown on the Policy Declarations Page or on an endorsement to the policy.
10. Response costs coverage - In accordance with, and in support of, the duties of the *named insured* to mitigate *damages*, as described in Section VI., Conditions, Paragraph G., Mitigation, the Company will reimburse the *named insured* for all costs expended by the *named insured* in fulfilling the *named insured's* duties of mitigation, subject to the following limitations:
    a. The only costs that will be reimbursed by the Company are those costs that are expended by the *named insured* in efforts to abate, stop, prevent, or reduce the *damages* emanating from a *pollution condition* caused directly or indirectly by any *wrongful act* committed by any *insured*.
    b. The only costs that will be reimbursed by the Company are those costs that are expended by the *named insured* on or after the date that the *named insured* first becomes aware of the *pollution condition* until that date that the *named insured* first has a reasonable opportunity to report the incident, circumstances, or *claim* to the Company.
    c. Nothing in this provision shall in any way alter, modify, or change the duty of the *named insured* to give notice of *claims* to the Company pursuant to Section VI., Conditions, Paragraph A., Notice of *Claim*.

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II.DEFINITIONS

Words and phrases in italics in this Policy have the following special meaning.

Claim The term *claim* means an oral or written notice to the *named insured* from any party intending to hold any *insured* responsible for *damages* arising out of a *wrongful act* committed by any *insured* in performing or failing to perform *professional services*.

Claims Expenses The term *claims expenses* shall mean all costs, charges and expenses resulting from the adjustment, appraisal, investigation, defense, settlement, arbitration or appeal of any *claim* covered by the terms and conditions of this policy if such costs, charges and expenses are incurred by the Company, an attorney designated by the Company, or by any *insured* with the written consent of the Company; except that it shall not include the costs of investigating or administering any *claim* by employees of the Company or loss of earnings incurred by any *insured* in investigating, defending, settling, arbitrating or appealing any *claim* at the Company's direction, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's Reimbursement.

Damages The term *damages* shall mean a judgment, award or settlement monetarily compensating a claimant for a *claim* covered by the terms and conditions of this policy, and shall include *damages* based upon emotional distress. *Damages* also includes any loss due to diminution in value or loss of use of land, property, or buildings. *Damages* does not include any of the following:

1. Any administrative, civil or criminal fines, sanctions, taxes, or penalties, whether pursuant to law or statute, except to the extent coverage for reimbursement for fines or penalties is provided under Section I.B., Supplementary Coverages and Payments, Paragraph 6., Coverage for fines or penalties;
2. Restitution, reduction, disgorgement, set off, return, or payment of any form of any consulting fees or payments, or any other costs, expenses or charges;
3. Any loss of income or revenue to any *insured*, regardless of the cause or reason for the loss of income or revenue, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's reimbursement;
4. Any form of non-monetary judgments or relief, including, but not limited to, specific performance or any injunctive relief of any kind;
5. Any amount of any civil judgment which is, or represents, any multiple of any kind of damage award, including, but not limited to, the two-thirds portion of any award of treble *damages*.

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Insured

The term *insured* means:

1. The *named insured*; and
2. A director or officer of the *named insured*, but only while acting in their respective capacity as such; and
3. An employee of the *named insured*, but only with respect to *professional services* performed or failed to have been performed on behalf of the *named insured* in the employee's capacity as such; and
4. A former director, officer or employee of the *named insured*, but only with respect to *professional services* performed or failed to have been performed on behalf of the *named insured* prior to the termination of that respective capacity; and
5. The current spouse of any current owner, director or officer of the *named insured*; and
6. The heirs, executors, administrators, and legal representatives of each *insured* in the event of death, incapacity or bankruptcy, but solely with respect to the liability of each *insured* as otherwise covered by this policy; and
7. A limited liability company, if the *named insured* or any other *insured* exists as such, along with all past and present members of any such limited liability company, but only with respect to *professional services* performed or failed to have been performed on behalf of the *named insured*.

No person or organization is an *insured* with respect to the conduct of any current or past partnership or joint venture that is not shown as a *named insured* in the Declarations.

Named Insured

The term *named insured* shall mean the proprietor, partners or organization specified in the Declarations.

Policy Period

The term *policy period* means the period set forth in the Declarations, or any shorter period arising as a result of cancellation.

Policy Year

The term *policy year* means the separate annual year period whenever the *policy period* set forth in the Declarations is for either a two or three year time period.

Pollution Condition

The term *pollution condition* means the discharge, dispersal, release or escape of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, *waste* materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

Professional Services

The term *professional services* shall mean the services specified by endorsement to this policy, but only if the services were performed by or on behalf of the *named insured* for clients for a fee.

Waste

The term *waste* means any discarded materials of any kind, including those materials to be recycled, reconditioned, reclaimed, or disposed of.

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Wrongful Act

The term *wrongful act* means any of the following that any *insured* actually or allegedly commits, but only in the performance of *professional services* rendered by or on behalf of the *named insured*:

1. An act, error, omission or failure to perform;
2. Breach of contract in failing to provide or perform agreed upon *professional services*;
3. A conflict of interest in representing clients with adverse interests; or
4. The unauthorized practice of law.

Additionally, in order to be defined to be a *wrongful act* under this definition, the particular *wrongful act* must have been committed on or after the retroactive date specified either in the Policy Declarations or in an endorsement to this policy, but prior to the end of the *policy period*. If no retroactive date is specified, that means that all *wrongful acts* committed prior to the end of the *policy period* are included within this definition.

III. LIMITS OF INSURANCE

A. MAXIMUM LIMITS OF LIABILITY

The Company's maximum limit of liability hereunder shall not exceed the separate limits for *damages* and *claims expenses* specified in the Declarations, irrespective of any of the following:

1. The number of *claims* made; or
2. The number of persons or organizations making *claims*; or
3. The number of persons covered hereunder; or
4. The number of *wrongful acts* actually or allegedly committed; or
5. The types of *damages* awarded.

B. SEPARATE AND SPECIFIC LIMITS OF LIABILITY

As specified in the Declarations:

1. The "*Damages* Limit for Each *Claim*" amount shown in the Declarations is the maximum amount the Company will pay under all Coverage Parts combined that form a part of this policy for *damages* that arise out of any one *claim*;
2. The "General Aggregate Limit for *Damages* (Other than Products-Completed Operations)" amount shown in the Declarations is the maximum amount the Company will pay under all Coverage Parts combined that form a part of this policy, for all *damages* arising from covered *claims* (other than those included in the products-completed operations hazard);

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3. The "*Claims Expense* Limit for Each *Claim*" amount shown in the Declarations is the maximum amount the Company will pay for all *claims expenses* that arise out of any one *claim* that is covered under either or both of the Contractors Pollution Liability and/or the Professional Liability Coverage Parts;
4. The "*Claims Expense* Aggregate Limit" amount shown in the Declarations is the maximum amount the Company will pay for all *claims expenses* that arise from covered *claims* that are covered under either or both of the Contractors Pollution Liability and/or the Professional Liability Coverage Parts.

The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the *policy period* shown in the Declarations, unless the *policy period* is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

If this policy and any other policy providing coverage by the Company or any affiliate company apply to the same *wrongful act* or series of related *wrongful acts*, the aggregate maximum Limit of Liability payable under all of the policies combined shall be limited to the amount of the highest applicable Limit of Liability payable under any one of the policies. Related *wrongful acts* are those *wrongful acts* that arise out of, are based on, relate to or are in consequence of, the same facts, circumstances or situations.

The Limits of Insurance shown in the Declarations shall apply in excess of the Self Insured Retention amount shown in the Declarations.

IV.DEDUCTIBLE

As respects each *claim* first made against any *insured*, the *named insured* shall be responsible for payment for that amount of *damages* or *claims expenses* indicated in the Declarations as the Deductible amount. The Company shall not be responsible to make any payments for either *damages*, *claims expenses*, or any coverage or payment provided pursuant to Section I.B., Supplementary Coverages and Payments, unless and until the full amount of the Deductible has been paid by the *named insured*.

Should the Company, for any reason, pay any amount of *damages*, *claims expenses* or supplementary payments without regard to the Deductible amount, the *named insured* will reimburse the Company within 30 days of the Company's request for such reimbursement, for that part of the Deductible Amount which has been paid.

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V.EXCLUSIONS

The Company shall have no obligation whatsoever under this policy to make any payment of any kind for either *damages*, *claims expense*, or any coverage or payment provided pursuant to Section I.B., Supplementary Coverages and Payments, or to arrange for, provide, or pay, for any defense, for:

A. Any *claim* of any kind or nature made by any past or present *insured* against any other past or present *insured*; or

B. Any *claim* for wrongful termination, discrimination or any unfair employment practices; or

C. Any *claim* made by or on behalf of any business enterprise not shown on the Declarations:

   1. Which is, was, or will be owned in whole or in part by any past or present *insured*; or
   2. Which owned in whole or in part at any time the *named insured*; or

D. Any *claim* arising from any advice rendered or which allegedly should have been rendered with respect to any bond, suretyship or insurance requirement; or

E. Any *claim* arising from any *insured's* intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint or notice of violation, notice letter, executive order, or instruction of any governmental agency or body; or

F. Any *claim* arising from an illegal, dishonest, fraudulent, criminal, or malicious act actually or allegedly committed by any *insured*; or

G. Any *claim* which arises from, or is related to, any collision or accident involving an automobile, truck, boat, watercraft, airplane, helicopter, or other aircraft or vehicle of any kind or type; or

H. Any *claim* in any way related to any dispute or any other kind of issue or right involving any copyright, patent, or trademark; or

I. Any *claim* arising from any of the following relative to any contract any *insured* has entered into with a client:

   1. Any assumption of the client's sole negligence or legal liability by the *insured*; or
   2. Any failure by any *insured* to perform or provide a good or service by a date stipulated in a contract with any client; or
   3. Any liquidated or stipulated *damages* under a contract with a client of any *insured*, unless the same type of *damages* would attach without the existence of the contract; or

J. Any obligation of any *insured* under workers compensation, disability benefits, unemployment compensation, employee benefits, pension sharing, ERISA law or any similar law.

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VI.CONDITIONS

A. NOTICE OF *CLAIM*

In the event of a *claim*, or any *insured's* knowledge of circumstances which could reasonably be expected to give rise to a *claim* the *named insured* shall have the duty to provide written notice to the Company as soon as practicable, but not later than sixty (60) days immediately subsequent to the end of this *policy period*.
This written notice shall be given whether or not the *named insured* believes that the *claim*, or incident giving rise to the *insured's* knowledge, will result in a demand that falls under, or in excess of, the Deductible.
Written notice shall be given to the insurance company shown in the Declarations, in care of:

Senior Vice President - Claims
Endurance American Specialty Insurance Company
C/O Endurance Specialty Insurance Marketing Corp.
725 South Figueroa Street, Suite 2100
Los Angeles, California 90017

Telephone (213) 270-7017
Fax (213) 270-7800
E-Mail addressed to: Eclaims@enhinsurance.com

Such written notice must contain complete details, including, but not limited to, the exact date the *claim* was made, location, circumstances giving rise to such *claim*, the name of all claimants and a full description of the nature and scope of the allegations. These duties of the *insured* hereunder shall be non-delegable.

B. COOPERATION AND ASSISTANCE OF THE *INSURED*

Each *insured* shall have the duty to fully cooperate with and assist the Company, with respect to the investigation, defense, settlement, arbitration or appeal of any *claim*. No *insured* shall be indemnified hereunder for loss of earnings incurred in such cooperation or assistance, except as provided in Section I.B., Supplementary Coverages and Payments, Paragraph 5., Defendant's Reimbursement, nor shall such loss of earnings apply towards the satisfaction of the Deductible.

C. ACTIONS PREJUDICIAL TO THE COMPANY

In the event of a *claim*, no *insured* shall undertake any of the following actions, without the Company's prior, written consent:

1. Engage counsel to provide legal representation; or
2. Assume any obligation, other than the reasonable efforts required to satisfy the duty to mitigate *damages* as provided in Section VI., Conditions, Paragraph G., Mitigation; or

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3. Forgive, reduce in amount or otherwise compromise any compensation owed or allegedly owed to the *named insured*; or
4. Admit, or in any manner acknowledge liability; or
5. Effectuate or attempt to effectuate settlement, including, but not limited to, entering into a consent decree involving the assignment of any *insured's* interest under this policy.

Any of the foregoing actions by any *insured* shall be deemed to materially prejudice the Company's rights.

D. SUBROGATION

If the Company pays an amount hereunder as *damages*, *claims expense*, or as any payment under Section I.B., Supplementary Coverages and Payments, or any combination thereof, the Company shall be subrogated to all of each *insured's* rights of recovery against any person, firm or organization. All *insureds* shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No *insured* shall waive or prejudice any such rights either prior to or subsequent to any *claim*.

E. ACCEPTANCE

By acceptance of this policy, the *named insured* hereby confirms that all provisions hereof, including all endorsements and the application attached hereto and made a part of this policy, embody all agreements existing between the *named insured* and the Company and supersede any prior agreements, whether expressed or implied.

F. MITIGATION

The *named insured* shall make all reasonable efforts to abate, stop, prevent, or reduce the *damages* emanating from any *pollution condition* resulting directly or indirectly from any *wrongful act* committed by any *insured*. It is agreed that these efforts shall commence immediately upon discovery or notice of the *pollution condition* by any *insured*. These efforts must include mitigating, alleviating or otherwise limiting the *damages* which could result from the *pollution condition*. Such efforts must be undertaken even in the absence of a *claim*.

G. NO ACTION AGAINST COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, each *insured* has fully complied with all the provisions of the policy, or until the amount of the *named insured's* obligation to pay has been finally determined either by written agreement of the *named insured*, the claimant and the Company or by final judgment against the *named insured* after the actual trial of the issues and the period of time to appeal has elapsed without an appeal having been taken or, if an appeal has been taken, then until after such appeal has been determined.

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H. AUDIT

The Company shall have the right to examine or audit all financial records of the *named insured*, for the purpose of ascertaining the accuracy of the income or revenue stated in the application.

I. NONRENEWAL

The Company may non-renew this policy by mailing or delivering to the *named insured* at the address stated on the Declarations Page written notice of nonrenewal at least thirty (30) days before the expiration date of this policy. The offer of renewal policy terms, conditions, or premium amounts different than those in effect prior to renewal does not constitute non-renewal.

J. APPLICATION IS INCORPORATED INTO, AND IS PART OF POLICY

The *named insured* acknowledges and agrees that:

1. The warranties and representations contained in the Application for this Policy are true, correct and complete; and
2. The Company issued this Policy in specific reliance upon the warranties and representations contained in the Application; and
3. The Application is incorporated into, and is part of, this Policy.

K. OTHER INSURANCE

If any part of either *damages* or *claims expenses* is insured under this Policy and any other current, prior or subsequent Policy, this policy shall provide coverage for such *damages* or *claims expenses* on a pro rata basis with such other Policy according to the applicable Limits of Liability of this Policy and such other Policy.

L. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first *Named Insured*, this insurance applies:

1. As if each *Named Insured* were the only *Named Insured*; and
2. Separately to each *insured* against whom claim is made or *suit* is brought.

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Endurance

Sheaffer International LLC
Endorsement Number: 1

Common Policy Conditions Endorsement

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC1010076555-00. This endorsement changes the Policy. Please read it carefully.

In consideration of the premium charged, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that all coverage parts included in this policy are subject to the following conditions:

A. CANCELLATION

The *named insured* may cancel this policy by mailing to the Company written notice stating when thereafter such cancellation shall become effective. The Company may cancel this policy by mailing to the *named insured*, at the mailing address specified the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective, except in the event of the *named insured's* nonpayment of premium, not less than ten (10) days advance notice of cancellation shall be given. The mailing of notice as aforesaid, shall be sufficient proof of either party's intent to cancel. The effective date of cancellation specified in such notice shall terminate this *policy period*. Delivery of such notice shall be equivalent to mailing.

If the *named insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the Company cancels, the earned premium shall be computed pro rata. The Company will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but tender of the unearned premium or return of this policy, shall not be conditions precedent to cancellation hereunder.

B. CHANGES

No provision of this policy may be amended, waived or otherwise changed, except by endorsement hereto.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

D. INSPECTIONS AND SURVEYS

We have the right, but are not obliged to:

1. Make inspections and surveys at any time; and

2. Give you reports on the conditions we find; and

3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

1. Are safe or healthful; or

2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service, engineering firm or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. NAMED INSURED AS AGENT

The *named insured* specified in the Declarations shall be deemed agent of each *insured* with respect to all matters involving this policy, however, the Company shall have the right to seek indemnification from any *insured* or any other person who may be legally liable for the debts of the *named insured*.

F. PREMIUMS

The first *Named Insured* shown in the Declarations:

1. Is responsible for the payment of all premiums; and

2. Will be the payee for any return premiums we pay; and

3. Is responsible for the payment of all deductibles and self-insured retention amounts under this policy.

G. ADDITIONAL PREMIUMS

If, during this *policy period*, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

H. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual *Named Insured*. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

I. BANKRUPTCY

Bankruptcy or insolvency of the *insured* or of the *insured's* estate will not relieve us of our obligations under this Coverage Part.

Endurance

Sheaffer International LLC
Endorsement Number: 2

Nuclear Energy Liability Exclusion

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC1010076555-00. This endorsement changes the Policy. Please read it carefully.

I. **The insurance does not apply:**

A. Under any Liability Coverage, to *bodily injury* or *property damage*:

1. With respect to which an *insured* under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the *insured* is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to *bodily injury* resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to *bodily injury* or *property damage* resulting from "hazardous properties" of "nuclear material," if:

1. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an *insured* or (b) has been discharged or dispersed therefrom;
2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an *insured*; or
3. The *bodily injury* or *property damage* arises out of the furnishing by an *insured* of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to *property damage* to such "nuclear facility" and any property thereat.

II. **As used in this endorsement:**

"Hazardous properties" include radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

"Waste" means any waste material (a) containing "by-product material" other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";

c. Any equipment or device used for the processing fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any of the combination thereof, or more than 250 grams of uranium 235; or

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

Endurance

Sheaffer International LLC
Endorsement Number: 3

Extended Reporting Period Endorsement

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC1010076550-00. This endorsement changes the Policy. Please read it carefully.

All references to Extended Reporting Periods are deleted in their entirety and replaced with the following:

It is agreed that, if the *Named Insured* or the Company shall cancel or refuse to renew this policy, for any reason other than the failure of the *Named Insured* to pay premiums and/or its deductible obligation when due or to comply with all of the terms and conditions of this policy, one or two Extended Reporting Periods, as described below, will be available to the *insured*:

1. Subject to no additional premium, the *Named Insured* shall have the right to have a period of sixty (60) days following the effective date of such cancellation or non-renewal to give written notice to the Company of *claims* made against the *Named Insured* during the said sixty (60) day period;

2. Upon payment of an additional premium of up to 75% of the premium shown in the Declarations, the *Named Insured* shall have the right to elect to have a period of twelve (12) months following the effective date of such cancellation or non-renewal to give written notice to the Company of *claims* made against the *Named Insured* during the said twelve (12) month period;

3. Upon payment of an additional premium of up to 100% of the premium shown in the Declarations, the *Named Insured* shall have the right to elect to have a period of twenty-four (24) months following the effective date of such cancellation or non-renewal to give written notice to the Company of *claims* made against the *Named Insured* during the said twenty-four (24) month period;

4. Upon payment of an additional premium of up to 150% of the premium shown in the Declarations, the *Named Insured* shall have the right to elect to have a period of thirty-six (36) months following the effective date of such cancellation or non-renewal to give written notice to the Company of *claims* made against the *Named Insured* during the said thirty-six (36) month period.

5. Upon payment of an additional premium of up to 175% of the premium shown in the Declarations, the *Named Insured* shall have the right to elect to have a period of forty-eight (48) months following the effective date of such cancellation or non-renewal to give written notice to the Company of *claims* made against the *Named Insured* during the said forty-eight (48) month period.

6. Upon payment of an additional premium of up to 200% of the premium shown in the Declarations, the *Named Insured* shall have the right to elect to have a period of sixty (60) months following the effective date of such cancellation or non-renewal to give written notice to the Company of *claims* made against the *Named Insured* during the said sixty (60) month period.

The rights contained in this clause shall arise only if written notice of the election of these rights and any additional premium is received by the Company within sixty (60) days of the effective date of cancellation or non-renewal. The Extended Reporting Period provisions provided by this clause under no circumstance shall extend the policy period, change the scope of coverage or increase any Aggregate Limits of Insurance shown in the Declarations.

If an Extended Reporting Period is elected, this policy is extended to apply to *claims* first made against the *insured* during the Extended Reporting Period, but only to *claims* for *damages* arising out of operations or *professional services* performed, or failed to have been performed, subsequent to the retroactive date specified in the Declarations and prior to the end of the *policy period*.

Once in effect, Extended Reporting Periods may not be canceled and the applicable premium is fully earned.

Endurance

Sheaffer International LLC
Endorsement Number: 4

Automatic Additional Insured – Owners, Lessees or Contractors

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC1010076550-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

Endurance

Sheaffer International LLC
Endorsement Number: 5

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC1010076555-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

Endurance

Sheaffer International LLC
Endorsement Number: 6

Specified Professional Services Endorsement

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC1010076555-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

Professional Services shall include those services performed by you or on your behalf, for others in your practice.

CLAIM NOTICE

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

In the event of claim to which this policy may apply, please give immediate notice in any of the following ways, to:

Senior Vice President - Claims
Endurance American Specialty Insurance Company
C/O Endurance Specialty Insurance Marketing Corp.
725 South Figueroa Street, Suite 2100
Los Angeles, California 90017

Telephone (213) 270-7017
Fax (213) 270-7800
E-Mail addressed to: Eclaims@enhinsurance.com

E-mail is the preferred method of receiving claim notice information, but any of the above methods of notification will generate an acknowledgement of receipt of claim with a claim number and all of the claim adjusters' contact information.

Endurance

Sheaffer International LLC
Endorsement Number: 8

Minimum Earned Premium Endorsement

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC1010076555-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

____	COMMERCIAL GENERAL LIABILITY COVERAGE PART
X	CONTRACTORS POLLUTION LIABILITY COVERAGE PART
X	PROFESSIONAL LIABILITY COVERAGE PART

If this policy is cancelled at the request of the *Insured*, the total retained by the Company shall not be less than 25% of the premium shown in the Declarations.

Endurance

Sheaffer International LLC
Endorsement Number: 9

Transportation At Jobsite – Endorsement

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC10100765 5-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

In consideration of an additional premium of $Applied, and not withstanding anything contained in this policy to the contrary, it is hereby agreed that V. EXCLUSIONS E. is amended to read

E. Any *claim* which arises from, or is related to, any collision or accident involving an automobile, truck, boat, watercraft, airplane, helicopter, or other aircraft or vehicle of any kind or type; however this exclusion does not apply within the boundaries of the job site where the *insured* is performing any contracting or remediation operations.

U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

* Foreign agents;
* Front organizations;
* Terrorists;
* Terrorist organizations; and
* Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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Endurance

Sheaffer International LLC
Endorsement Number: 11

Mold and Mildew Exclusion

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC10100765 5-00. This endorsement changes the Policy. Please read it carefully.

In consideration of the premium charged, and not withstanding anything contained in this policy to the contrary, it is hereby agreed that this insurance does not apply to any loss or expense arising directly or indirectly out of, or in concurrence with actual, alleged or threatened existence, growth, spread, proliferation, discharge, dispersal, seepage, release cross-contamination or escape of any form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi regardless of whether or not any such loss or expense arises out of *professional services*, or any air testing, air monitoring, air sampling, physical testing, sample collection, evaluation, assessment, remediation, abatement, investigation, clean-up, analytical testing, and/or containment activities performed or rendered by the *Named Insured* or by anyone acting on behalf or at the request or under the direct or indirect supervision of the *Named Insured*. The Company will have no duty to defend any legal proceeding or to pay for any claim excluded by this endorsement.

Endurance

Sheaffer International LLC
Endorsement Number: 12

Pyramiding of Limits Endorsement
Two or More Coverage Forms or Policies Issued by the Company

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC101007655-00. This endorsement changes the Policy. Please read it carefully.

If this Coverage Form and any other Coverage Form or policy issued to the *Named Insured* by the Company or any of its affiliates, apply to the same *occurrence* or *claim*, the maximum applicable Limits of Insurance available under all the Coverage Forms or policies shall not be the total of the Limits of Insurance for those Coverage Forms or policies, but rather shall not exceed the highest applicable Limits of Insurance under any one Coverage Form or policy.

This endorsement does not apply to any Coverage Form or policy issued by the Company, or any of its affiliates, specifically to apply as excess insurance over this Coverage Form.

Endurance

Sheaffer International LLC
Endorsement Number: 13

Exclusion of Other Acts of Terrorism Committed Outside the United States; Cap on Losses from Certified Acts of Terrorism

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC101007655-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under this policy.

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds $25,000,000 (valued in US dollars). In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

   a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or

4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this policy or "underlying insurance" to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined by this policy or "underlying insurance".

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the

Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;

b. The act resulted in damage:

(1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of the United States in the case of:

(a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or

(b) The premises of any United States mission; and

c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian

population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism". Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. In the event of an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Policy.

D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met out insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

E. Additional Definition applicable to this endorsement:

1. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanctions or embargo by the United States of America.

This endorsement does not change any other provisions of the policy.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

This Endorsement is Attached to and Made Part of Your Policy in Response to The Disclosure Requirements of The Terrorism Risk Insurance Act. This Endorsement Does Not Grant Any Coverage or Change the Terms and Conditions of Any Coverage Under The Policy.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts): Included

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act as amended and reauthorized in 2007. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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Endurance

Sheaffer International LLC
Endorsement Number: 15

Cap on Losses from Certified Acts of Terrorism

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC1010007655-00. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under this policy.

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Endurance

Sheaffer International LLC
Endorsement Number: 16

Service of Suit – Illinois

This endorsement, effective 5/24/2009 attaches to and forms a part of Policy Number ECC1010076555-00. This endorsement changes the Policy. Please read it carefully.

The *Named Insured* and the *Company* agree to the following:

In the event of the failure by the *Company* to pay any amount claimed to be due under this policy, the *Company* will, at the *Named Insured's* request, submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give the Court jurisdiction. Nothing in this endorsement constitutes or should be understood to constitute a waiver of the *Company's* rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In a suit instituted against the *Company* under this contract, the *Company* agrees to abide by the final decision of the court or of any appellate court in the event of an appeal.

Pursuant to any statute of any state, territory or district of the United States of America which makes a provision therefore, the *Company* will designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as the *Company's* true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the *Named Insured* or the *Named Insured's* beneficiary arising out of this contract of insurance.

The officer named below is authorized and directed to accept service of process on the *Company's* behalf:

Mr. Stacy D. Brown
Freberg Environmental Insurance, Inc.
1451 Larimer Street, Suite 200
Denver, CO 80202

Having accepted service of process on the *Company's* behalf, the officer is authorized to mail the process or a true copy to:

Senior Vice President - Claims
Endurance American Specialty Insurance Company
C/O Endurance Specialty Insurance Marketing Corp.
725 South Figueroa Street, Suite 2100
Los Angeles, California 90017

Notice to Policyholder

This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed as an admitted carrier to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.

Accepted on 6/12/2009 9:04:00 AM - SLA Countersignature #IL20090052803.

Notice to Policyholder: This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.

Service of process under this contract may be made upon the Director pursuant to paragraph 10 of Section 445 of the Code.

Policy Id	IL20090052803
Filing Type	Policy

Insurance Company	Percent
Endurance American Specialty Insurance Co	100.000000
TOTALS: COUNT: 1	100.000000

Policy Number	ECC10100765500
Insured	SHEAFFER INTERNATIONAL LLC
Address 1	800 ROOSEVELT RD STE C-20
City	GLEN ELLYN
State	IL
Zip	60137
Effective Date	5/24/2009
Term (months)	12
Amount	5,000,000

Coverage Code	Premium	Fire Marshal Tax
Liability General (BI & PD) | Miscellaneous Liability	9,696	0
TOTALS: COUNT: 1	9,696	0

Surplus Line Tax	339
Stamping Fee	10
Last Update	6/12/2009 9:04:00 AM

CNA

333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 2 99293421

Policy Number	From Policy Period To	Coverage Is Provided By	Agency
WC 2 99293421	10/25/08 10/25/09	TRANSPORTATION INSURANCE CO.	030587010

Named Insured And Address	Agent
ITEM SHEAFFER INTERNATIONAL LLC. 1. 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137	ASTRO NATIONAL INCORPORATED 2001 SPRING RD #175 OAK BROOK IL 60523

ASTRO NATIONAL

FEIN NUMBER: 364106070 NCCI CARRIER CODE NO: 12408

OCT 24 2008

RECEIVED

OTHER WORK PLACES NOT SHOWN ABOVE: SEE ATTACHED SCHEDULE(S)
YOU ARE A - LIMITED LIABILITY COMP/CORP

2. POLICY PERIOD- 10/25/08 TO 10/25/09 12:01 AM STANDARD TIME AT THE INSUREDS MAILING ADDRESS.

3A. PART ONE OF THIS POLICY APPLIES TO THE WORKERS COMPENSATION LAW AND ANY OCCUPATIONAL DISEASE LAW OF EACH OF THE STATES LISTED HERE: IL,TN,VA.

3B. PART TWO OF THIS POLICY APPLIES TO EMPLOYERS LIABILITY INSURANCE FOR WORK IN EACH STATE LISTED IN ITEM 3A: THE LIMITS OF LIABILITY ARE:

BODILY INJURY BY ACCIDENT	$500,000 EACH ACCIDENT
BODILY INJURY BY DISEASE	$500,000 POLICY LIMIT
BODILY INJURY BY DISEASE	$500,000 EACH EMPLOYEE

3C. PART THREE OF THIS POLICY APPLIES TO OTHER STATES, IF ANY, LISTED HERE: ALL STATES EXCEPT AK, ND, OH, WA AND STATES DESIGNATED IN ITEM 3A OF THE INFORMATION PAGE.

3D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES: SEE ATTACHED SCHEDULES

---

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUAL OF RULES, CLASSIFICATIONS, RATES, AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.
ADJUSTMENT OF PREMIUM SHALL BE MADE: AT POLICY EXPIRATION

CLASSIFICATION OF OPERATIONS		EST ANNUAL PREMIUM
SEE ATTACHED		$4,921
	PREMIUM DISCOUNT	0
	EXPENSE CONSTANT	280
	FOREIGN TERRORISM PREMIUM	258
	DOMESTIC TERRORISM, EQ & CAT PREMIUM	120
MINIMUM PREMIUM $850	TOTAL ESTIMATED ANNUAL PREMIUM	$5,579
	TOTAL STATE TAXES/ASSESSMENTS/SURCHARGES	$28
DEPOSIT PREMIUM $5,579	TOTAL ESTIMATED COST	$5,607

ACCOUNT NUMBER: 0120144367
DATE OF ISSUE: 10/22/08
POLICY ISSUING OFFICE: CHICAGO
COUNTERSIGNED _____ BY _____
DATE AUTHORIZED AGENT

WC000001 P-33398-E (ED. 6/87)

Chairman of the Board

Secretary

AGENT

20020030587010001201443670384

CNA

333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 2 99293421

Policy Number	From Policy Period To	Coverage is Provided By	Agency
WC 2 99293421	10/25/08 10/25/09	TRANSPORTATION INSURANCE CO.	030587010

Named Insured And Address

SHEAFFER INTERNATIONAL LLC.
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

Agent

ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK IL 60523

** S C H E D U L E O F O P E R A T I O N S **

SCHEDULE PAGE 1

STATE: ILLINOIS

4.

LOC NO.	CLASS CODE	CLASSIFICATION OF OPERATIONS	EST TOTAL ANN REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
001	8810	CLERICAL OFFICE EMPLOYEES NOC	252,000	.37	932
	8810	DRAFTING EMPLOYEES	208,000	.37	770
		SUBTOTAL FOR LOCATION 001			$1,702
	9807	EMPLOYERS LIABILITY INCREASED LIMITS		.0320	54
	9889	SCHEDULE MODIFICATION ADJ. DEBIT		1.2500	439
		TOTAL ESTIMATED STANDARD PREMIUM			$2,195
	0900	EXPENSE CONSTANT NCCI REVISED PROGRAM			280
	9740	TERRORISM PREMIUM	460,000	.0500	230
	9741	EQ & CAT PREMIUM	460,000	.0200	92
		TOTAL ESTIMATED PREMIUM			$2,797
	0988	INDUSTRIAL COMMISSION OPERATIONS FUND			28
		TOTAL ESTIMATED COST			$2,825

20020030587010001201443670365

DATE OF ISSUE: 10/22/08
POLICY ISSUING OFFICE: CHICAGO

AGENT

CNA

333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 2 99293421

Policy Number	From Policy Period To	Coverage is Provided By	Agency
WC 2 99293421	10/25/08 10/25/09	TRANSPORTATION INSURANCE CO.	030587010

Named Insured And Address

SHEAFFER INTERNATIONAL LLC.
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

Agent

ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK IL 60523

** S C H E D U L E O F O P E R A T I O N S **

SCHEDULE
STATE: TENNESSEE
PAGE 2

4.

LOC NO.	CLASS CODE	CLASSIFICATION OF OPERATIONS	EST TOTAL ANN REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
003	8810	CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.45	0
		SUBTOTAL FOR LOCATION 003			$0
004	7580	SEWAGE DISPOSAL PLANT OPERATION & D	4,000	3.86	154
	5606	CONTRACTOR - EXECUTIVE SUPERVISOR OR CONSTRUCTION SUPERINTENDENT	88,000	2.87	2,526
		SUBTOTAL FOR LOCATION 004			$2,680
	9807	EMPLOYERS LIABILITY INCREASED LIMITS		.0170	46
		TOTAL ESTIMATED STANDARD PREMIUM			$2,726
	9740	TERRORISM PREMIUM	92,000	.0300	28
	9741	EQ & CAT PREMIUM	92,000	.0300	28
		TOTAL ESTIMATED PREMIUM			$2,782
		TOTAL ESTIMATED COST			$2,782

20020030687010001201443670386

DATE OF ISSUE: 10/22/08
POLICY ISSUING OFFICE: CHICAGO

WC000001 P-33398-E (ED. 6/87)

AGENT

CNA

THIS IMAGE HAS BEEN ALTERED **

333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 2 99293421

Policy Number	From Policy Period To	Coverage Is Provided By	Agency
WC 2 99293421	10/25/08 10/25/09	TRANSPORTATION INSURANCE CO.	030587010

Named Insured And Address

SHEAFFER INTERNATIONAL LLC.
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

Agent

ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK IL 60523

** S C H E D U L E O F O P E R A T I O N S **

SCHEDULE PAGE 3

STATE: VIRGINIA SEE ENDT.

4.

LOC NO.	CLASS CODE	CLASSIFICATION OF OPERATIONS	EST TOTAL ANN REMUN	RATE PER $100 REMUN	EST ANNUAL PREMIUM
002	8810	CLERICAL OFFICE EMPLOYEES NOC	IF ANY	.20	0
	8810	DRAFTING EMPLOYEES	IF ANY	.20	0
		SUBTOTAL FOR LOCATION 002			$0
		TOTAL ESTIMATED STANDARD PREMIUM			$0
	9740	TERRORISM PREMIUM	0	.0400	0
		TOTAL ESTIMATED PREMIUM			$0
		TOTAL ESTIMATED COST			$0

***** POLICY TOTALS *****

ESTIMATED CLASS PREMIUM	$4,382
ESTIMATED STANDARD PREMIUM	$4,921
PREMIUM DISCOUNT	$0
EXPENSE CONSTANT	$280
FOREIGN TERRORISM PREMIUM	$258
DOMESTIC TERRORISM, EQ & CAT PREMIUM	$120
ESTIMATED PREMIUM	$5,579
STATE TAXES/ASSESSMENTS/SURCHARGES	$28
ESTIMATED COST	$5,607

2002003587010001201443670387

DATE OF ISSUE: 10/22/08
POLICY ISSUING OFFICE: CHICAGO

WC000001 P-33398-E (ED. 6/87)

AGENT

CNA

333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 2 99293421

Policy Number	From Policy Period To	Coverage is Provided By	Agency
WC 2 99293421	10/25/08 10/25/09	TRANSPORTATION INSURANCE CO.	030587010

Named Insured And Address

SHEAFFER INTERNATIONAL LLC.
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

Agent

ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK IL 60523

** E N D O R S E M E N T S C H E D U L E **

SCHEDULE
PAGE 1

NUMBER	DESCRIPTION	EDITION DATE
G124506A	VIRGINIA ESTIMATED PREMIUM AUDITS	03/97
G35224B	COVERAGE B - INCREASED LIMIT OF LIABILITY	03/84
WC000000A	COVERAGE PART	04/92
WC000113A	TERRORISM RISK INS REAUTHORIZATION ENDT	01/08
WC000414	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT	07/90
WC000419	PREMIUM DUE DATE ENDORSEMENT	01/01
WC000421B	DOMESTIC TERRORISM EQ CAT PREMIUM ENDT	01/08
WC000422	FOREIGN TERRORISM PREMIUM ENDORSEMENT	01/06
WC120601C	ILLINOIS AMENDATORY ENDORSEMENT	04/01
WC450401A	VA TERRORISM RISK INS REAUTHORIZATION ENDT	01/08
WC450602	VIRGINIA AMENDATORY ENDORSEMENT	07/93

PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY

BR031605	CNA INSURANCE PREMIUM AUDIT	99/99
G140370C	CNA PRIVACY FOR WC POLICYHOLDERS	10/07
G145060C	IMP INFO IL INDUSTRIAL COMM SURCH	07/04
G145759A	IMP INFO DOMESTIC TERRORISM, EQ & CAT	10/04

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DATE OF ISSUE: 10/22/08
POLICY ISSUING OFFICE: CHICAGO

AGENT

CNA

333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 2 99293421

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Named Insured And Address

SHEAFFER INTERNATIONAL LLC.
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

Agent

ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK IL 60523

** N A M E D I N S U R E D S C H E D U L E ** SCHEDULE PAGE 1

SHEAFFER INTERNATIONAL LLC.
FEIN=364106070

SHEAFFER INTERNATIONAL LTD.
FEIN=364106070

SIL CLEAN WATER
FEIN=364106070

CARTWRIGHT CREEK LLC
FEIN=364106070

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DATE OF ISSUE: 10/22/08
POLICY ISSUING OFFICE: CHICAGO

WC000001 P-33398-E (ED. 6/87)

AGENT

CNA THIS IMAGE HAS BEEN ALTERED

333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE - RENEWAL OF WC 2 99293421

Policy Number	From Policy Period To	Coverage is Provided By	Agency
WC 2 99293421	10/25/08 10/25/09	TRANSPORTATION INSURANCE CO.	030587010

Named Insured And Address

SHEAFFER INTERNATIONAL LLC.
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

Agent

ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK IL 60523

** N A M E A N D A D D R E S S S C H E D U L E ** SCHEDULE
PAGE 1

LOCATION	ENTITY	ENTITY NAME AND ADDRESS	
001	001	SHEAFFER INTERNATIONAL LLC. 800 ROOSEVELT RD BLDG C STE 20 GLEN ELLYN , IL 60137	FEIN=364106070
002	002	SHEAFFER INTERNATIONAL LTD. 15798 NEW MARKET ROAD TIMBERVILLE , VA 22853	FEIN=364106070
003	003	SIL CLEAN WATER HILLSBORO RD. FRANKLIN , TN 37064	FEIN=364106070
004	004	CARTWRIGHT CREEK LLC HILLSBORO RD. FRANKLIN , TN 37064	FEIN=364106070

SEE ENDT

20020030567010001201443670390

DATE OF ISSUE: 10/22/08
POLICY ISSUING OFFICE: CHICAGO

AGENT

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

VIRGINIA ESTIMATED PREMIUM AUDITS

This endorsement applies only to the insurance provided by the policy because Virginia is shown in Item **3.A.** of the Information Page.

PART FIVE – PREMIUM is amended by replacing the first paragraph to **Section E. Final Premium,** with the following paragraph.

Section E. – Final Premium.

The premium shown on the Information Page, schedules and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If you fail to allow us to review your records, or if you fail to return your payroll information after we request the audit information through the postal system, within sixty days after we request the information, we may estimate your final premium, and if we do, the estimate will be based on 150% of the payroll that was used to determine your estimated annual premium when your policy was issued or last amended. We may change this final estimate, if you allow us to review your records. If the final premium is more than the premium you paid us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered on the policy.

PART FIVE – PREMIUM is amended by adding the following paragraph to **Section G. Audits.**

Section G. – Audits

If you fail to allow us to review your records, or if you fail to return your payroll information after we request the audit information through the postal system, within sixty days after we request the information, we may make an estimate of your final payroll records. Our final premium for your policy, if estimated, will be based on 150% of the payroll that was used to determine your estimated annual premium when your policy was issued, or last amended. We may change our final premium audit figures, if you allow us to review your records.

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

INCREASED LIMIT OF LIABILITY ENDORSEMENT

It is agreed that the premium for the increased Limit of Liability Under Part Two – Employers' Liability Insurance shall be determined by applying an increase percentage of 3.20% to the total premium development in all states appearing in Item 3, except as specifically stated below, at manual or adjusted rates, exclusive of the premium for Loss and Expense Constants and Additional Medical Coverage, subject to a minimum premium of $100 .

It is further agreed that, in lieu of the increase percentage and minimum premium shown above, the total premium developed at manual or adjusted rates, exclusive of the premium for Loss and Expense Constants and Additional Medical Coverage for the following states shall be subject to the designated increase percentage and minimum premium for determining the premium for increasing the Limit of Liability.

STATE	INCREASE PERCENTAGE	MINIMUM PREMIUM
TN	1.70%	$100
VA	1.90%	$100

TOTAL MINIMUM PREMIUM TO BE CHARGED ON THIS ENDORSEMENT INCLUDED

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. **The Policy**

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. **Who Is Insured**

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. **Workers Compensation Law**

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. **State**

State means any state of the United States of America, and the District of Columbia.

E. **Locations**

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

PART ONE – WORKERS COMPENSATION INSURANCE

A. **How This Insurance Applies**

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. **We Will Pay**

We will pay promptly when due the benefits required of you by the workers compensation law.

C. **We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. **Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If

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any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. **Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. **Recovery From Others**

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. **Statutory Provisions**

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance; or
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO – EMPLOYERS LIABILITY INSURANCE

A. **How This Insurance Applies**

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. **We Will Pay**

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to

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recover the damages claimed against such third party as a result of injury to your employee;

2. for care and loss of services; and

3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;

provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. **Exclusions**

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;

2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;

3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;

4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

5. bodily injury intentionally caused or aggravated by you;

6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;

8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;

10. bodily injury to a master or member of the crew of any vessel;

11. fines or penalties imposed for violation of federal or state law; and

12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. **We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;

2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;

3. litigation costs taxed against you;

4. interest on a judgment as required by law until we offer the amount due under this insurance; and

5. expenses we incur.

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F. **Other Insurance**

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. **Limits of Liability**

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident – each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease – policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease – each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. **Recovery From Others**

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. **Actions Against Us**

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE – OTHER STATES INSURANCE

A. **How This Insurance Applies**

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. **Notice**

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR – YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

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4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE – PREMIUM

A. **Our Manuals**

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. **Classifications**

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. **Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. **Premium Payments**

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. **Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancelation table and procedure. Final premium will not be less than the minimum premium.

F. **Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. **Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

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PART SIX – CONDITIONS

A. **Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. **Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. **Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. **Cancelation**

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancelation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancelation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancelation notice.
4. Any of these provisions that conflict with a law that controls the cancelation of the insurance in this policy is changed by this statement to comply with the law.

E. **Sole Representative**

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancelation.

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TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

a. The act is an act of terrorism.
b. The act is violent or dangerous to human life, property or infrastructure.
c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceeds $100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds $100,000,000,000.
3. The premiums charged for the coverage for Insured Losses under this policy are included in the amounts shown in Item 4 of the Information Page or in the Schedules in the Domestic Terrorism, Earthquakes, and Catastrophic Industrial Accidents Premium Endorsement (WC 00 04 21 B) and the Foreign Terrorism Premium Endorsement (WC 00 04 22), attached to this policy.

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium:

Insurance Company Countersigned by _____

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NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

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PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

PART FIVE
PREMIUM

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

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DOMESTIC TERRORISM, EARTHQUAKES, AND CATASTROPHIC INDUSTRIAL ACCIDENTS PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of domestic terrorism, earthquakes, and/or a catastrophic industrial accident.

Your policy provides coverage for workers compensation losses caused by acts of domestic terrorism, earthquakes, and/or catastrophic industrial accident including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

The premium charge provides funding for the risk of earthquakes, catastrophic industrial accidents, and acts of domestic terrorism. It does not provide funding for acts of foreign terrorism as that term is defined in the Foreign Terrorism Premium Endorsement (WC 00 04 22), attached to this policy.

For purposes of this endorsement, the following definitions apply:

Domestic Terrorism: All acts of terrorism, certified (as defined in the Terrorism Risk Insurance Act of 2002), or non-certified, that are outside the scope of the Foreign Terrorism Premium Endorsement (WC 00 04 22), and where aggregate workers compensation losses are in excess of $50 million.

Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity where aggregate workers compensation losses from the single event are in excess of $50 million.

Catastrophic Industrial Accident: Any single event resulting in aggregate workers compensation losses in excess of $50 million.

Schedule

Payroll	Rate

20020005870100012014387039?

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium:

Insurance Company Countersigned by _____

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FOREIGN TERRORISM PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium for losses that may occur in the event of an act of foreign terrorism.

Your policy provides coverage for workers compensation losses caused by acts of foreign terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

For purposes of this endorsement, an "act of foreign terrorism" is defined as:

a. Any act that is violent or dangerous to human life, property or infrastructure; and

b. The act has been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The premium charge for the coverage your policy provides for workers compensation losses caused by an act of foreign terrorism is shown in Item 4 of the Information Page or in the Schedule below.

Schedule

State	Rate per $100 of payroll
See Item 4 of the Information Page	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

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ILLINOIS AMENDATORY ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Illinois is shown in Item 3.A. of the Information Page.

Part Six (Conditions), Condition A. **Inspection**, Condition D. **Cancellation** and Condition E. **Sole Representative** of the policy are replaced by these four Conditions.

Inspection

We have the right, but are not obliged, to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. The National Council on Compensation Insurance has the same rights we have under this provision.

Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us, stating when the cancellation is to take effect.
2. We may cancel this policy. We will mail to each named insured and to the broker or the agent of record advance written notice stating when the cancellation is to take effect.
3. If we cancel because you do not pay all premium when due, we will mail the notice of cancellation at least ten days before the cancellation is to take effect. If we cancel for any other reason, we will mail the notice:
   a. at least 30 days before the cancellation is to take effect if the policy has been in force for 60 days or less;
   b. at least 60 days before the cancellation is to take effect if the policy has been in force for more than 60 days.
4. If this policy has been in effect for 60 days or more, we may cancel only for one of the following reasons:
   a. Nonpayment of premium.
   b. The policy was issued because of a material misrepresentation.
   c. You violated any of the material terms and conditions of the policy.
   d. There are unfavorable underwriting factors, specific to you, that were not present when the policy took effect.
   e. The Director has determined that we no longer have adequate reinsurance to meet our needs.
   f. The Director has determined that continuation of coverage could place us in violation of the laws of Illinois.
5. Our notice of cancellation will state our reasons for canceling.
6. The policy period will end on the day and hour stated in the cancellation notice.

Nonrenewal

1. We may elect not to renew the policy. If we fail to give 60 days notice, the policy will automatically be extended for one year. Mailing that notice to you at your last known mailing address will be sufficient to prove notice. An exact and unaltered copy of such notice shall also be sent to the insured's broker, if known, or the agent of record at the last mailing address known by the company.
2. Our notice of nonrenewal will state our reasons for not renewing.
3. If we fail to provide the notice of nonrenewal as required, the policy will still terminate on its expiration date if:
   a. We show you a willingness to renew the policy; or
   b. You notify us or the agent or broker who procured this policy that you do not want the policy renewed; or
   c. You fail to pay all premiums when due; or
   d. You obtain other insurance as a replacement of the policy.

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Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium or to give us notice of cancellation.

Part Five (Premium), Section G. **Audit** is replaced by this Section.

Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy ends. Information developed by audit will be used to determine final premium. The National Council on Compensation Insurance has the same rights we have under this provision.

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VIRGINIA TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ENDORSEMENT

This endorsement addresses requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2007.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States as meeting all of the following requirements:

a. The act is an act of terrorism.
b. The act is violent or dangerous to human life, property or infrastructure.
c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2008, and ending on December 31, 2014, an amount equal to 20% of our direct earned premiums, over the calendar year immediately preceding the applicable Program Year.

"Program Year" refers to each calendar year between January 1, 2008 and December 31, 2014, as applicable.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed $100,000,000,000 in a Program Year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds $100,000,000,000; and for aggregate Insured Losses up to $100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

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Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses exceeds $100,000,000 in a Program Year, the United States Government would pay 85% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds $100,000,000,000.
3. The premium charged for the coverage for Insured Losses under this policy is included in the amount shown in Item 4 of the Information Page or the Schedule below.

Schedule

State	Rate per $100 of Remuneration

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

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VIRGINIA AMENDATORY ENDORSEMENT

This endorsement applies only to the Virginia insurance provided by the policy because Virginia is shown in Item 3.A. of the Information Page.

For Virginia insurance, Part Six D. (Conditions – Cancelation) is replaced by:

1. You may cancel this policy. You must mail or deliver advance written notice to us. You must provide written notice of your cancelation, including the date of and reasons for the cancelation, to the Workers Compensation Commission.
2. We may cancel this policy. We will provide you with 30 days notice of cancelation. We will provide the Workers Compensation Commission with immediate notice of such cancelation. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
3. In the event of cancelation by you or us, you must provide 30 days written notice of the cancelation to your covered employees.
4. We may nonrenew your policy. We will provide 30 days notice to you and to the Workers Compensation Commission of our decision to nonrenew. This provision does not apply if you have obtained other insurance and that insurer has notified the Workers Compensation Commission that it is now providing your insurance.
5. If you fail to pay the premium due on this policy, we may cancel the policy by providing 10 days notice to you and to the Workers Compensation Commission.

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This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

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CNA

CNA INSURANCE PREMIUM AUDIT

An accurate audit benefits you and your business

What is it and why do you need it?

A premium audit determines the actual insurance exposures for the coverages you have based on an examination of your operation, records and books of account.

At issuance, your premium is estimated based on your business circumstances and information provided at that time. An audit **verifies the correct exposure of premium base** for your insurance coverage by checking actual figures. After your audit, an adjustment will be made to the premium that was estimated when your policy was issued.

An audit is necessary **after the expiration of a policy with a variable premium base.** Some types of coverage subject to audit are:

- Workers' Compensation
- Premises Operations Liability
- Automobile Liability
- General Liability
- Products Completed Operations
- Garage Liability

Payroll Records Checklist

This list provides a good indication of materials your auditor will need.

- Journals
- Tax Reports
- Vehicle Titles
- Cash Disbursements
- Ledgers
- Individual Earnings Cards
- Registrations or Ownership Tax Reports

You can also expect your auditor to observe your business operations and ask questions about your records.

Keeping good records may save you time and money

If you are eligible for allowable credits based on insurance manual classification and rating rules, you need to provide the necessary records and detail to take advantage of the credits.

Payroll (remuneration for services performed by an employee) is the basis for many of your insurance premiums. Remuneration can include money or substitutes such as:

- Bonuses
- Wages or commissions
- Profit sharing plans
- Overtime
- Statutory payments
- Other substitutes for cash
- Vacation, holiday or sick pay
- Payments for piece work
- Value of board, lodging
- Tool allowance
- Store certificates

Payroll Records Guidelines

Overtime – show overtime pay in excess of straight time pay separately by employee and in summary by classification of work by state.*

Division of Payroll – Individual employee's payroll must show the number of hours and amount of payroll for each type of work **or** the full salary must be charged to the employee's highest rated classification. Division is not available for outside sales persons (8742), auto salesperson (8748), clerical (8810) and clerical telecommuter (8871).

Subcontractors – CNA requires all subcontractors hired by you to carry General Liability and/or Umbrella Liability limits of at least $1,000,000 on an occurrence based policy. Prior to allowing a subcontractor to work for you, you should obtain a Certificate of Insurance from the subcontractor evidencing these minimum limits. At final audit, we will examine the Certificates of Insurance for all work subcontracted during the policy term. Any subcontracted work for which we are not

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provided a Certificate of Issuance and any subcontracted work which was insured with liability limits less than $1,000,000 will be converted to ratable payroll on your policy, resulting in an additional premium charge owed by you. To prevent this additional premium charge and to reduce the risk of your General Liability coverage being tapped to cover claims that arise from work performed by your subcontractors, you must obtain certificates of Insurance evidencing $1,000,000 liability limits from all of your subcontractors.

Prevailing Wage – In PA, DE, NJ and CA, contact your CNA premium auditor for details concerning cash payments in lieu of prevailing fringe benefits and the records required.

You can reach the Premium Audit Department by calling:

EAST

CT, DE, DC, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV
CNA Premium Audit Department
401 Penn Street
Reading, PA 19612-6020
Phone: 800-262-9633
Fax: 610-208-6571

ALL OTHER

CNA Premium Audit Department
2405 Lucien Way
Maitland, FL 32794-6240
Phone: 800-847-2736
Fax: 407-919-3610

*PA, DE, NV and UT do not allow overtime credit for Workers' Comp coverage. Overtime credit is allowed in all states for General Liability coverages.

This information follows general insurance principles and is not intended to supercede any definition of conditions contained in your policy. It is a general guide to the premium audit process. Individual states may have their own specific rules and regulations that supercede the information contained herein.

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Copyright 2005 Continental Casualty Company

On behalf of the following CNA Companies:

American Casualty Company of Reading, PA	**Transcontinental Insurance Company**
Continental Casualty Company	**Transportation Insurance Company**
National Fire Insurance Company of Hartford	**Valley Forge Insurance Company**

This notice explains how we protect the privacy of personal information collected about claimants under our worker's compensation policy. This notice does not affect any other notices you may receive from a CNA company about other products or services. If we change any of the practices described in this notice, we will notify you to explain the changes and if any action may be required from you. Please note that our commitment to privacy does not change, even if our relationship with you has ended.

As used below, the term "You" means a claimant covered under a worker's compensation policy issued by a CNA company.

PRIVACY NOTICE

We collect, use and sometimes share information about you to evaluate your worker's compensation claim, to manage your employer's worker's compensation coverage, and to manage our business needs. Protecting your personal information is very important to us.

This notice will tell you how we may treat and share information about you that we collect to evaluate your worker's compensation claim.

We do not share your information with anyone unless you agree or as we are required or allowed by law. We treat and share your information according to federal laws and the strict laws of your state. You do not have to "opt out" or take any action to further protect your personal information.

1. Securing Your Personal Information

Protecting your personal information is important to us. We take care of your information in many different ways. We have rules in place to make sure only those persons or companies that need to see or use your information can do so.

We train our employees to follow our privacy policies. Employees that violate our rules face disciplinary action. We limit how our vendors or others who help us serve you can use or share your information. We also take steps to make sure our computer systems can hold your information securely.

2. Information We Collect

The information we collect about you may relate to:

- Your health
- Your employment
- Your finances
- Your claims
- *Publicly available information*

We get personal information about you from:

- Your employer – for example, a first report of injury or your employment records
- You – for example, information about your recovery
- Your doctor – for example, your medical records
- Other individuals or companies – for example, state or federal agencies, insurance support organizations, reporting bureaus, other insurers, employers, consumer reporting agencies, agents or brokers

We recognize your right to authorize disclosures of your personal information by certain third parties to us and will get your authorization as required by law.

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3. Why and To Whom We May Share Your Information

We may share information listed in #2, as required or allowed by law. For example, we may share information:

- To handle or adjust your claim
- To provide service or for our normal business activities
- To fulfill your request

Less often, we may also share your information for other reasons, such as:

- To a person or company who helps us detect or prevent crimes, fraud, or other bad acts
- To a person or company that helps us serve you
- To a law enforcement or government authority as required by law
- To anyone as required by law
- To an insurance or worker's compensation regulator
- To a person or company to perform a valid insurance or business function on our behalf
- To conduct an actuarial or research study
- To a person or company involved in the sale, merger, or transfer of our business
- To respond to a legal warrant, order or subpoena
- To others who have a legal or beneficial interest in your claim
- To others with your approval
- To a medical provider
- To your employer or its agent or broker to explain the status of your claim or the status of your employer's insurance coverage

We may share your information with:

- Affiliated companies, which are companies in the CNA family of companies
- Non-affiliated companies, which are companies that are not in the CNA family of companies

Examples of nonaffiliated companies include:

- Employers
- Brokers or agents
- Other insurance companies or reinsurance companies
- Third-party administrators
- A company or person that help us provide service to you or help us with our normal business activities

4. Information that may be shared only with your prior approval:

Unless allowed by law or to fulfill a request you have made, we will only share these types of information with your prior approval:

- Your medical records
- Consumer or credit report data

Please note that we will not share information about you after your claim is closed, unless allowed by law.

5. Personal Information We Get from an Insurance Support Organization:

We may get a report about you that is prepared by an insurance support organization (ISO). The ISO may keep the report and give it to others. We do not control this activity.

6. Your Right to Access and Change Your Personal Information:

Your have the right to request a copy or correction of personal information that we collect in connection with your claim. For more information on how you may exercise these rights; you can contact the CNA Workers' Compensation Privacy Office by fax at (312) 817-1572 or by mail addressed to CNA Compliance; 333 S Wabash 38 South; Chicago, IL 60604. Please include your name and policy or claim number in any correspondence to us.

For Montana Residents: With a written request, you are entitled to receive a record of disclosures of medical record information regarding you made within 2 years prior to your request.

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CNA

IMPORTANT INFORMATION

FOR OUR ILLINOIS WORKERS' COMPENSATION POLICYHOLDERS REGARDING INDUSTRIAL COMMISSION OPERATIONS FUND SURCHARGE

Illinois Senate Bill 1903 provides for funding of the Illinois Industrial Commission. The funding is provided by a separately collected policyholder surcharge, the Industrial Commission Operations Fund Surcharge. For IL Workers' compensation policies effective 7-1-2004 and later, IL Senate Bill 2007 reduced the surcharge rate from 1.5% of direct written premium to 1.01% of direct written premium

The Industrial Commission Operations Fund Surcharge must be shown separately on the Information Page of new and renewal policies effective July 1, 2004 and later.

If you have any questions, please contact your CNA producer.

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CNA

IMPORTANT INFORMATION

FOR OUR WORKERS COMPENSATION POLICYHOLDERS DOMESTIC TERRORISM, EARTHQUAKES, AND CATASTROPHIC INDUSTRIAL ACCIDENTS

Domestic terrorism, earthquakes and catastrophic industrial accidents can result in losses of extraordinary magnitude for workers' compensation. You currently have coverage for these exposures in your workers' compensation policy. However, current rates upon which your premium is based do not include a specific provision to contemplate these types of losses. A filing may be currently pending with the regulatory authority in your state for a new specific rate (class code 9741) for this existing coverage under your policy. Various states are reviewing the filing and adopting different effective dates between December 1, 2004 through the first half of 2005. Your premium may have a modest change as a result of this filing. If it does, we will issue an endorsement to show the new rates and their effective date.

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CNA

333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY
*** PAYMENT PLAN SCHEDULE ***

Policy Number	From Policy Period To	Coverage is Provided By	Agency
WC 2 99293421	10/25/08 10/25/09	TRANSPORTATION INSURANCE CO.	030587010

Named Insured And Address
SHEAFFER INTERNATIONAL LLC.
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

Agent
ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK IL 60523

** PAYMENT PLAN SCHEDULE **

IT IS AGREED THAT THE TOTAL ESTIMATED PREMIUM SHOWN IN THE DECLARATIONS OF THIS POLICY IS PAYABLE AS FOLLOWS:

EFFECTIVE DATE	PREMIUM	COMMISSION %
10/25/08	$10.00	0.0
10/25/08	$1,403.00	5.0
11/25/08	$2.00	0.0
11/25/08	$464.00	5.0
12/25/08	$2.00	0.0
12/25/08	$464.00	5.0
01/25/09	$2.00	0.0
01/25/09	$464.00	5.0
02/25/09	$2.00	0.0
02/25/09	$464.00	5.0
03/25/09	$2.00	0.0
03/25/09	$464.00	5.0
04/25/09	$2.00	0.0
04/25/09	$464.00	5.0
05/25/09	$2.00	0.0
05/25/09	$464.00	5.0
06/25/09	$2.00	0.0
06/25/09	$464.00	5.0
07/25/09	$2.00	0.0
07/25/09	$464.00	5.0
TOTAL PREMIUM	$5,607.00	

DATE OF ISSUE: 10/22/08
POLICY ISSUING OFFICE: CHICAGO

WC000001 P-33398-E (ED. 6/87)

2002000056701000120144397040

CNA

333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

CHANGE ENDORSEMENT - EFFECTIVE 10/25/08
DATE PROCESSED=103008,REASON= DELETING LOCATION #2
EFFECTIVE 10-25-08

Policy Number	From Policy Period To	Coverage Is Provided By	Agency
WC 2 99293421	10/25/08 10/25/09	TRANSPORTATION INSURANCE CO.	030587010

Named Insured And Address	Agent
ITEM SHEAFFER INTERNATIONAL LLC. 1. 800 ROOSEVELT RD BUILDING C , SUITE 20 GLEN ELLYN, IL 60137	ASTRO NATIONAL INCORPORATED 2001 SPRING RD #175 OAK BROOK IL 60523

FEIN NUMBER: 364106070 NCCI CARRIER CODE NO: 12408

** S C H E D U L E O F O P E R A T I O N S ** SCHEDULE PAGE 1

4. LOC NO.	CLASS CODE	CLASSIFICATION OF OPERATIONS	EST TOTAL ANN REMUN	RATE PER $100 REMUN	PREMIUM DIFFERENCE
*********		STATE: TENNESSEE			
004	9740	TERRORISM PREMIUM	92,000	.0200	10-
*********		STATE: VIRGINIA			
002		CLASS 8810 ELIMINATED EFF 10/25/08			0
		CLASS 8810 ELIMINATED EFF 10/25/08			0
		CLASS 9807 ELIMINATED EFF 10/25/08			0
		CLASS 0064 ELIMINATED EFF 10/25/08			0
		CLASS 9740 ELIMINATED EFF 10/25/08			0
		THE FOREGOING AMENDMENT RESULTS IN A RETURN PREMIUM OF			$10

***** REVISED POLICY TOTALS *****	
ESTIMATED CLASS PREMIUM	$4,382
ESTIMATED STANDARD PREMIUM	$4,921
PREMIUM DISCOUNT	$0
EXPENSE CONSTANT	$280
FOREIGN TERRORISM PREMIUM	$248
DOMESTIC TERRORISM, EQ & CAT PREMIUM	$120
ESTIMATED PREMIUM	$5,569
STATE TAXES/ASSESSMENTS/SURCHARGES	$28
ESTIMATED COST	$5,597

ASTRO NATIONAL

NOV 0 3 2008

RECEIVED

ACCOUNT NUMBER: 0120144367
DATE OF ISSUE: 10/30/08
POLICY ISSUING OFFICE: CHICAGO

(WC000001) P-39543-A

Chairman of the Board

Secretary

AGENT

20020030597010001201443670452

CNA

333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

CHANGE ENDORSEMENT - EFFECTIVE 10/25/08
DATE PROCESSED=103008,REASON= DELETING LOCATION #2
EFFECTIVE 10-25-08

Policy Number	From Policy Period	To	Coverage is Provided By	Agency
WC 2 99293421	10/25/08	10/25/09	TRANSPORTATION INSURANCE CO.	030587010

Named Insured And Address
SHEAFFER INTERNATIONAL LLC.
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

Agent
ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK IL 60523

** E N D O R S E M E N T S C H E D U L E **

SCHEDULE
PAGE 1

NUMBER	DESCRIPTION	EDITION DATE
G124506A	VIRGINIA ESTIMATED PREMIUM AUDITS	03/97
	***** DELETED *****	
WC450401A	VA TERRORISM RISK INS REAUTHORIZATION ENDT	01/08
	***** DELETED *****	
WC450602	VIRGINIA AMENDATORY ENDORSEMENT	07/93
	***** DELETED *****	

20020030587010001201443870453

DATE OF ISSUE: 10/30/08
POLICY ISSUING OFFICE: CHICAGO

CNA

333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY

CHANGE ENDORSEMENT - EFFECTIVE 10/25/08
DATE PROCESSED=103008,REASON= DELETING LOCATION #2
EFFECTIVE 10-25-08

Policy Number	From Policy Period	To	Coverage is Provided By	Agency
WC 2 99293421	10/25/08	10/25/09	TRANSPORTATION INSURANCE CO.	030587010

Named Insured And Address

SHEAFFER INTERNATIONAL LLC.
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

Agent

ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK IL 60523

** N A M E A N D A D D R E S S S C H E D U L E ** SCHEDULE
PAGE 1

LOCATION	ENTITY	ENTITY NAME AND ADDRESS
002	002	SHEAFFER INTERNATIONAL LTD. 15798 NEW MARKET ROAD TIMBERVILLE , VA 22853 FEIN=364106070 ***** DELETED *****

2002000567010001201443870454

DATE OF ISSUE: 10/30/08
POLICY ISSUING OFFICE: CHICAGO

(WC000001) P-39543-A

AGENT

CNA

333 S Wabash
Chicago, Illinois 60604

STANDARD WORKERS COMPENSATION
AND EMPLOYERS LIABILITY POLICY
*** PAYMENT PLAN SCHEDULE ***

Policy Number	From Policy Period To	Coverage is Provided By	Agency
WC 2 99293421	10/25/08 10/25/09	TRANSPORTATION INSURANCE CO.	030587010

Named Insured And Address

SHEAFFER INTERNATIONAL LLC.
800 ROOSEVELT RD
BUILDING C , SUITE 20
GLEN ELLYN, IL 60137

Agent

ASTRO NATIONAL INCORPORATED
2001 SPRING RD #175
OAK BROOK IL 60523

** REVISED PAYMENT PLAN SCHEDULE **

DUE TO A POLICY CHANGE, IT IS AGREED THAT THE REVISED ESTIMATED PREMIUM OF THIS POLICY IS PAYABLE AS FOLLOWS:

EFFECTIVE DATE	PREMIUM	COMMISSION %
CASH DUE AMOUNT	$1.00-	5.0
11/25/08	$2.00	0.0
11/25/08	$463.00	5.0
12/25/08	$2.00	0.0
12/25/08	$463.00	5.0
01/25/09	$2.00	0.0
01/25/09	$463.00	5.0
02/25/09	$2.00	0.0
02/25/09	$463.00	5.0
03/25/09	$2.00	0.0
03/25/09	$463.00	5.0
04/25/09	$2.00	0.0
04/25/09	$463.00	5.0
05/25/09	$2.00	0.0
05/25/09	$463.00	5.0
06/25/09	$2.00	0.0
06/25/09	$463.00	5.0
07/25/09	$2.00	0.0
07/25/09	$463.00	5.0
REMAINING PREMIUM DUE	$4,184.00	

20020030697010001201443870455

DATE OF ISSUE: 10/30/08
POLICY ISSUING OFFICE: CHICAGO

ATTACHMENT G

Discharge Monitoring Reports

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
(NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD	YEAR	MO	DAY	YEAR	MO	DAY
FROM	2009	1	1	2009	1	31
	(20-21)	(22-23)	(24-25)	(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53) AVERAGE	(54-61) MAXIMUM	UNITS	(4 Card Only) QUALITY OR CONCENTRATION (38-45) MINIMUM	(46-53) AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO) 00300 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******		8.0	******	******	(19)	0	5/ /	GRAB
	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH 00400 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******		7.0	******	7.6	(12)	0	5/ /	GRAB
	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED 00530 G 0 0 RAW SEW/INFLUENT	SAMPLE MEASUREMENT	******	******		******	64	142	(19)	0	3/ /	COMPOS
	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED 00530 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	36		(26)	10		35	(19)	0	3/ /	COMPOS
	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, SETTLEABLE 00545 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/ WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N) 00610 1 W 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	0.5	1	(26)	0.1	0.3	0.3	(19)	0	3/ /	COMPOS
	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	0.3 WKLY AVG	4 DAILY MX	MG/L		THREE/ WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C 31616 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******		******	9	34	(13)	0	3/ /	GRAB
	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/ WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)		TELEPHONE	DATE
			615 859-4591	2009 1 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

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NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

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OMB No. 2040-0004
Approval expires 10-31-94

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	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

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PARAMETER (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53) AVERAGE	(54-61) MAXIMUM	UNITS	(4 Card Only) QUALITY OR CONCENTRATION (38-45) MINIMUM	(46-53) AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF 31648 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	******	13	******	(13) #/ 100 ML	0	3/ /	GRAB
	PERMIT REQUIREMENT	******	******	****	******	126 GEO.MEAN	******			DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT 50050 G 0 0 RAW SEW/INFLUENT	SAMPLE MEASUREMENT	0.656377	1.193	(03)	******	******	******	****	U	///	CONTIN
	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT 50050 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	0.512765	0.6811	(03)	******	******	******	****	U	///	CONTIN
	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL 50060 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	******	******	<.025	****	0	5/ /	GRAB
	PERMIT REQUIREMENT	******	******	****	******	******	0.25 INST MAX	****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES 74062 T 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	0	******	(93)	******	******	******	****	U	///	CONTIN
	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES 74062 U 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	0	******	(93)	******	******	******	****	U	///	CONTIN
	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C 80082 G 0 0 RAW SEW/INFLUENT	SAMPLE MEASUREMENT		******	****	******	81	166	(19) MG/L	U	3/ /	COMPOS
	PERMIT REQUIREMENT		******	****	******	REPORT MO AVG	REPORT DAILY MX			THREE/WEEK-	COMPOS

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			AREA CODE NUMBER	YEAR MO DAY
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	615 859-4591	2009 1 10

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FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

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DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
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OMB No. 2040-0004
Approval expires10-31-94

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	10	13	(26)	3	4	8	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN U0US	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		85.0	85.0	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		96.9	96.9	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		7.0	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.0	******	7.5	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	58	92	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	24		(26)	6		22	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/ WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.4	0.5	(26)	0.1	0.1	0.2	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	0.1 WKLY AVG	4 DAILY MX	MG/L		THREE/ WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	7	70	(13)	0	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/ WEEK	GRAB

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MONITORING PERIOD					
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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	7	******	(13)	0	3//	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.585541	1.159	(03)	******	******	******		0	///	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.451652	0.6446	(03)	******	******	******		0	///	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5//	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	118	357	(19)	0	3//	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/WEEK-	COMPOS

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BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	8	9	(26) LBS/DY	2	2	4	(19) MG/L	0	3/7	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG		5 MO AVG	8 WKLY AVG	10 DAILY MX			THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93) OCCUR/ MONTH	******	******	******	**** ****	0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******		******	******	******			CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******	**** ****	88.8	88.8	******	(23) PER- CENT	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******		40 MA % REM	85 MO AV MN	******			THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******	**** ****	98.3	98.3	******	(23) PER- CENT	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******		40 MA % REM	85 MO AV MN	******			ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
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	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFOR-MATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)		TELEPHONE	DATE
			615 859-4591	2009 02 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)

NAME CARTWRIGHT CREEK U. D.

ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
(NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)

DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD	YEAR	MO	DAY	YEAR	MO	DAY
FROM	2009	3	01	2009	3	31
	(20-21)	(22-23)	(24-25)	(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		7.6	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.0	******	7.7	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	63	154	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	24	7	(26)	6	7.2	10	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.7	4	(26)	0.2	0.8	0.3	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	0.8 WKLY AVG	4 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	8	50	(13)	0	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

TYPED OR PRINTED

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SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 2009 03 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

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FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

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DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
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F - FINAL

EFFLUENT
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FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

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PARAMETER (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53) AVERAGE	(54-61) MAXIMUM	UNITS	(4 Card Only) QUALITY OR CONCENTRATION (38-45) MINIMUM	(46-53) AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	11	******	(13)	0	3/ /	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.669548	1.144	(03)	******	******	******		0	/ / /	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.501955	0.6412	(03)	******	******	******		0	/ / /	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******	0.05		0	5/ /	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	******	******	0 ******		U	/ / /	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	0 ******		U	/ / /	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	103	530	(19)	U	3/ /	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/WEEK-	COMPOS

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TELEPHONE: AREA CODE 615 NUMBER 859-4591

DATE: YEAR 2009 MO 03 DAY 10

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DISCHARGE MONITORING REPORT (*DMR*)

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EFFLUENT
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FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	9	12	(26)	2	3	3	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN U0US	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		91.3	91.3	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		97.9	97.9	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
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	PERMIT REQUIREMENT										

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OXYGEN, DISSOLVED (DO) 00300 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	7.2	******	******	(19) MG/L	0	5/ / WEEK-DAYS	GRAB
	PERMIT REQUIREMENT	******	******	****	6.0 INST MIN	******	******				GRAB
PH 00400 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	7.0	******	7.5	(12) SU	0	5/ / WEEK-DAYS	GRAB
	PERMIT REQUIREMENT	******	******	****	6.0 MINIMUM	******	9.0 MAXIMUM				GRAB
SOLIDS, TOTAL SUSPENDED 00530 G 0 0 RAW SEW/INFLUENT	SAMPLE MEASUREMENT	******	******	****	******	45	80	(19) MG/L	0	3/ / THREE/ WEEK	COMPOS
	PERMIT REQUIREMENT	******	******	****	******	REPORT 30DA AVG	REPORT DAILY MX				COMPOS
SOLIDS, TOTAL SUSPENDED 00530 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	27	22	(26) LBS/DY	6	8	9	(19) MG/L	0	3/ / THREE/ WEEK	COMPOS
	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG		30 MO AVG	40 WKLY AVG	45 DAILY MX				COMPOS
SOLIDS, SETTLEABLE 00545 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	******	******	0.1	(25) ML/L	0	3/ / THREE/ WEEK	COMPOS
	PERMIT REQUIREMENT	******	******		******	******	1.0 DAILY MX				COMPOS
NITROGEN, AMMONIA TOTAL (AS N) 00610 1 W 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	0.5	0.5	(26) LBS/DY	0.1	0.2	0.2	(19) MG/L	0	3/ / THREE/ WEEK	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	16 WKLY AVG		5 MO AVG	7.5 WKLY AVG	10 DAILY MX				COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C 31616 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	******	26	300	(13) #/ 100 ML	0	3/ / THREE/ WEEK	GRAB
	PERMIT REQUIREMENT	******	******	****	******	200 30 DA GEO	1000 DAILY MX				GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
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MONITORING PERIOD

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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	21	******	(13)	0	3/ /	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.673913	1.0769	(03)	******	******	******		0	/ / /	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.53103	0.6062	(03)	******	******	******		0	/ / /	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******	0.1		0	5/ /	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	67	100	(19)	0	3/ /	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/WEEK-	COMPOS

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BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	10	6	(26)	2	3	3	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		67.8	86.6	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		94.5	96.7	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFOR-MATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)		TELEPHONE	DATE
			AREA CODE NUMBER	YEAR MO DAY
			615 426-5276	2009 05 12
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT		

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
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ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
(NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD	YEAR	MO	DAY	YEAR	MO	DAY
FROM	2009	05	01	2009	05	31
	(20-21)	(22-23)	(24-25)	(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53) AVERAGE	(54-61) MAXIMUM	UNITS	(4 Card Only) QUALITY OR CONCENTRATION (38-45) MINIMUM	(46-53) AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.6	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.3	******	8.2	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	49	104	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	20	14.71	(26)	5	8.6	10	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.5	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.5	0.37	(26)	0.2	0.30	0.7	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	3.0 WKLY AVG	4 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	8	40	(13)	0	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/WEEK	GRAB

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		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER: 615 426-5276	YEAR MO DAY: 2009 05 12
TYPED OR PRINTED				

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LOCATION WILLIAMSON COUNTY (NBO TN 37215

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DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
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PARAMETER (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53) AVERAGE	(54-61) MAXIMUM	UNITS	(4 Card Only) QUALITY OR CONCENTRATION (38-45) MINIMUM	(46-53) AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	7	******	(13)	0	3//	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.734155	1.3527	(03)	******	******	******		0	///	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.4847	0.7252	(03)	******	******	******		0	///	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******	0.03		0	5//	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	75	115	(19)	0	3//	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
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DISCHARGE MONITORING REPORT (*DMR*)

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Approval expires10-31-94

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PARAMETER (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53) AVERAGE	(54-61) MAXIMUM	UNITS	(4 Card Only) QUALITY OR CONCENTRATION (38-45) MINIMUM	(46-53) AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	10	14.7	(26)	2	2.8	3.5	(19)	0	3//	COMPOS
	PERMIT REQUIREMENT	19 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN U0US	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		69.1	90.2	******	(23)	0	3//	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		93.6	97.0	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
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	PERMIT REQUIREMENT										

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DISCHARGE MONITORING REPORT (*DMR*)

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MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
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	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO) 00300 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	7.2	******	******	(19) MG/L	0	5/ /	GRAB
	PERMIT REQUIREMENT	******	******	****	6.0 INST MIN	******	******			WEEK-DAYS	GRAB
PH 00400 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	7.3	******	7.5	(12) SU	0	5/ /	GRAB
	PERMIT REQUIREMENT	******	******	****	6.0 MINIMUM	******	9.0 MAXIMUM			WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED 00530 G 0 0 RAW SEW/INFLUENT	SAMPLE MEASUREMENT	******	******	****	******	66	92	(19) MG/L	0	3/ /	COMPOS
	PERMIT REQUIREMENT	******	******	****	******	REPORT 30DA AVG	REPORT DAILY MX			THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED 00530 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	6	3	(26) LBS/DY	2	2	4	(19) MG/L	0	3/ /	COMPOS
	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG		30 MO AVG	40 WKLY AVG	45 DAILY MX			THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE 00545 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	******	******	0.5	(25) ML/L	0	3/ /	COMPOS
	PERMIT REQUIREMENT	******	******		******	******	1.0 DAILY MX			THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N) 00610 1 W 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	0.5	0.2	(26) LBS/DY	0.1	0.2	0.5	(19) MG/L	0	3/ /	COMPOS
	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG		2 MO AVG	3.0 WKLY AVG	4 DAILY MX			THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C 31616 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	******	18	50	(13) #/ 100 ML	0	3/ /	GRAB
	PERMIT REQUIREMENT	******	******	****	******	200 30 DA GEO	1000 DAILY MX			THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
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MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	13	******	(13)	0	3/ /	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.421987	0.575	(03)	******	******	******		0	/ / /	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.427027	0.5021	(03)	******	******	******		0	/ / /	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******	0.03		0	5/ /	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	93	144	(19)	0	3/ /	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

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MONITORING PERIOD

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	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

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PARAMETER (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53) AVERAGE	(54-61) MAXIMUM	UNITS	(4 Card Only) QUALITY OR CONCENTRATION (38-45) MINIMUM	(46-53) AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	10	13	(26)	3	4	8	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		85.0	85.0	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		96.9	96.9	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFOR- MATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)		615 859-4591	2009 1 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
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ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 — PERMIT NUMBER
(17-19) 001 G — DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2008	1	01		2008	1	31
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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		7.8	******	******	(19)	0	5//	GRAB
00300 1 0 0	PERMIT			****						WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	6.0 INST MIN	******	******	MG/L		DAYS	
PH	SAMPLE MEASUREMENT	******	******		7.2	******	7.6	(12)	0	5//	GRAB
00400 1 0 0	PERMIT			****	6.0		9.0			WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	MINIMUM	******	MAXIMUM	SU		DAYS	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	78	148	(19)	0	3//	COMPOS
00530 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT	******	******	****	******	30DA AVG	DAILY MX	MG/L		WEEK	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	40	46	(26)	8	11	14	(19)	0	3//	COMPOS
00530 1 0 0	PERMIT	63	83		30	40	45			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3//	COMPOS
00545 1 0 0	PERMIT			****			1.0			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	DAILY MX	ML/L		WEEK	
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.5	0.4	(26)	0.1	0.1	0.1	(19)	0	3//	COMPOS
00610 1 W 0	PERMIT	10	16		5	7.5	10			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
COLIFORM, FECAL MF, M-FC BROTH. 44.5 C	SAMPLE MEASUREMENT	******	******		******	14	241	(13)	0	3//	GRAB
31616 1 0 0	PERMIT			****		200	1000	#/		THREE/	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	30 DA GEO	DAILY MX	100 ML		WEEK	

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FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

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(2-16) TN0027278 PERMIT NUMBER
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FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	14	******	(13)	0	3/ /	GRAB
31648 1 0 0	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.708639	1.49	(03)	******	******	******		U	/ / /	CONTIN
50050 G 0 0	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
RAW SEW/INFLUENT											
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.525019	1.52	(03)	******	******	******		U	/ / /	CONTIN
50050 1 0 0	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
EFFLUENT GROSS VALUE											
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/ /	GRAB
50060 1 0 0	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
EFFLUENT GROSS VALUE											
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		U	/ / /	CONTIN
74062 T 0 0	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
SEE COMMENTS BELOW											
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		U	/ / /	CONTIN
74062 U 0 0	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
SEE COMMENTS BELOW											
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	81	171	(19)	0	3/ /	COMPOS
80082 G 0 0	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK	COMPOS
RAW SEW/INFLUENT											

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TYPED OR PRINTED

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 2008 1 10

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DISCHARGE MONITORING REPORT (*DMR*)

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(17-19) 001 G DISCHARGE NUMBER

MINOR

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F - FINAL

DESIGN CAPACITY OF .25 MGD

EFFLUENT

*** NO DISCHARGE [ ] ***

FORM APPROVED

OMB No. 2040-0004

Approval expires10-31-94

MONITORING PERIOD

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION MINIMUM	AVERAGE	(46-53) (54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	12	1707	(26)	3	4	5	(19) MG/L	0	3//	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX			THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		89.5	89.5	******	(23)	0	3//	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		96./	96./	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

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TELEPHONE: AREA CODE 615 NUMBER 859-4591

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		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.8	******	******	(19)	0	5//	GRAB
00300 1 0 0	PERMIT			****	6.0					WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	INST MIN	******	******	MG/L		DAYS	
PH	SAMPLE MEASUREMENT	******	******		7.1	******	7.5	(12)	0	5//	GRAB
00400 1 0 0	PERMIT			****	6.0		9.0			WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	MINIMUM	******	MAXIMUM	SU		DAYS	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	60	118	(19)	0	3//	COMPOS
00530 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT	******	******	****	******	30DA AVG	DAILY MX	MG/L		WEEK	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	27	101	(26)	6	14	13	(19)	0	3//	COMPOS
00530 1 0 0	PERMIT	63	83		30	40	45			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.5	(25)	0	3//	COMPOS
00545 1 0 0	PERMIT			****			1.0			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	DAILY MX	ML/L		WEEK	
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.6	1	(26)	0.1	0.1	0.3	(19)	0	3//	COMPOS
00610 1 W 0	PERMIT	10	15		5	7.5	10			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	15	79	(13)	0	3//	GRAB
31616 1 0 0	PERMIT			****		200	1000	#/		THREE/	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	30 DA GEO	DAILY MX	100 ML		WEEK	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years)		TELEPHONE	DATE
		615 859-4591	08 02 10
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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	37	******	(13)	0	3/1	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.529259	0.8619	(03)	******	******	******		0	///	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.545445	1.514	(03)	******	******	******		0	///	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/1	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	******	******	0		0	///	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	75	105	(19)	0	3/1	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

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COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE ( ) ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2008	02	01		2008	02	29
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	MAXIMUM	(54-61) UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	11	19	(26)	3	4	4	(19)	0	3/1	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT	0	******	(93)	0 ******	******	******	****	0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		89.4	89.4	******	(23)	0	3/1	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		96.5	96.5	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)

TYPED OR PRINTED

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 0[illegible] 02 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

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NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
(NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

TN0027278 (2-16) PERMIT NUMBER
001 G (17-19) DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		0.0	******	******	(19)	0	5//	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.1	******	7.7	(12)	0	5//	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	106	424	(19)	0	3//	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	39	49	(26)	8	9	13	(19)	0	3//	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3//	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	1.1	2	(26)	0.2	0.4	0.8	(19)	0	3//	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	6.0 WKLY AVG	4 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	21	50	(13)	0	3//	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/100 ML		THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

Bobby G. Winfrey
Operator
TYPED OR PRINTED

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Bobby G. Winfrey
Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE
AREA CODE NUMBER
615 859-4591

DATE
YEAR MO DAY
2008 3 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
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ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2008	3	01		2008	3	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	25	******	(13)	0	3/1	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.577645	0.9756	(03)	******	******	******		0	///	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.553429	0.998	(03)	******	******	******		0	///	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/1	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK- DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	97	262	(19)	0	3/1	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
Bobby E. Winstead
CREW CHIEF
TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC & 1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and/or maximum imprisonment of between 6 months and 5 years.)

Bobby E. Winstead
Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE: YEAR 2008 MO 3 DAY 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

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FACILITY CARTWRIGHT CREEK U. D
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NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2008	3	01		2008	3	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	20	42	(26)	4	6	10	(19)	0	3//	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		92.3	92.3	******	(23)	0	3//	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		96.3	96.3	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
Bobby E. Winfrey Operator
TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN. AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC §1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)

Bobby E Winfrey Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE: 2008 (YEAR) 3 (MO) 10 (DAY)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

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FACILITY CARTWRIGHT CREEK U. D.
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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.6	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.0	******	7.6	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	51	70	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	7	6.1	(26)	7	5	15	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/ WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.13	0.7	(26)	0.1	0.7	0.2	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	10 MO AVG	16 WKLY AVG	LBS/DY	10 MO AVG	16.0 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	25	99	(13)	0	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/ WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

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TELEPHONE — AREA CODE NUMBER: 615 859-4591

DATE — YEAR MO DAY: 2008 04 10

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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	33	******	(13)	0	3/ /	GRAB
31648 1 0 0	PERMIT			****		126		#/		DAILY	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	GEO MEAN	******	100 ML			
FLOW, IN CONDUIT OR	SAMPLE			(03)							
THRU TREATMENT PLANT	MEASUREMENT	0.596957	1.65		******	******	******		0	/ / /	CONTIN
50050 G 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
RAW SEW/INFLUENT	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******	****			
FLOW, IN CONDUIT OR	SAMPLE			(03)							
THRU TREATMENT PLANT	MEASUREMENT	0.524073	0.6782		******	******	******		0	/ / /	CONTIN
50050 1 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******	****			
CHLORINE, TOTAL	SAMPLE										
RESIDUAL	MEASUREMENT	******	******		******	******			0	5/ /	GRAB
50060 1 0 0	PERMIT			****			0.25	****		WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	INST MAX	****		DAYS	
OVERFLOW USE,	SAMPLE			(93)							
OCCURANCES	MEASUREMENT		******		******	******	******		0	/ / /	CONTIN
74062 T 0 0	PERMIT	REPORT						****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	OCCUR/ MONTH	******	******	******	****			
OVERFLOW USE,	SAMPLE			(93)							
OCCURANCES	MEASUREMENT		******		******	******	******		0	/ / /	CONTIN
74062 U 0 0	PERMIT	REPORT						****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	OCCUR/ MONTH	******	******	******	****			
BOD, CARBONACEOUS	SAMPLE							(19)			
05 DAY, 20C	MEASUREMENT		******		******	77	133		0	3/ /	COMPOS
80082 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT		******	****	******	MO AVG	DAILY MX	MG/L		WEEK-	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)

TYPED OR PRINTED

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE — AREA CODE NUMBER: 615 859-4591

DATE — YEAR MO DAY: 2008 04 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16)	(17-19)
TN0027278	001 G
PERMIT NUMBER	DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2008	04	01		2008	04	30
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	MAXIMUM	(54-61) UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	10	12	(26)	2	3	3	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******	****	0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		85.8	85.8	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		97.0	97.0	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)		TELEPHONE	DATE
			AREA CODE NUMBER	YEAR MO DAY
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	615 859-4591	2008 04 10

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(NBO TN 37215

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DISCHARGE MONITORING REPORT (*DMR*)

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION MINIMUM	AVERAGE (46-53)	MAXIMUM (54-61)	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		7.2	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.2	******	7.9	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	89	270	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	22		(26)	6		14	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.6	1	(26)	0.2	0.3	0.6	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	6.0 WKLY AVG	4 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	29	116	(13)	0	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/WEEK	GRAB

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TELEPHONE: 615 859-4591 (AREA CODE NUMBER)

DATE: 2008 05 10 (YEAR MO DAY)

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FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2008	05	01		2008	05	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION MINIMUM	(46-53) AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	48	******	(13)	0	3/ /	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.470974	0.808	(03)	******	******	******		0	/ / /	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.462162	0.608	(03)	******	******	******		0	/ / /	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/ /	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	116	332	(19)	0	3/ /	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK	COMPOS

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TELEPHONE: AREA CODE 615 NUMBER 859-4591

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OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
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BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	10	14	(26)	3	4	7	(19)	0	3//	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******	****	0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******	****	93.4	93.4	******	(23)	0	3//	CALCTD
	PERMIT REQUIREMENT	******	******	****	40 MA % REM	85 MO AV MN	******	PER-CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******	****	97.6	97.6	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	****	40 MA % REM	85 MO AV MN	******	PER-CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
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OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.8	******	******	(19)	0	5/7	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.1	******	7.4	(12)	0	5/7	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	71	102	(19)	0	3/7	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	17		(26)	5		15	(19)	0	3/7	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/7	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	1.8	6	(26)	0.5	1.7	2.5	(19)	0	3/7	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	1.7 WKLY AVG	4 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	23	100	(13)	0	3/7	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/100 ML		THREE/WEEK	GRAB

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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	29	******	(13)	0	3//	GRAB
31648 1 0 0	PERMIT			****		126		#/		DAILY	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	GEO MEAN	******	100 ML			
FLOW, IN CONDUIT OR	SAMPLE	0.336477	0.44	(03)	******	******	******		0	///	CONTIN
THRU TREATMENT PLANT	MEASUREMENT							****			
50050 G 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
RAW SEW/INFLUENT	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******				
FLOW, IN CONDUIT OR	SAMPLE	0.40441	0.4495	(03)	******	******	******		0	///	CONTIN
THRU TREATMENT PLANT	MEASUREMENT							****			
50050 1 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******				
CHLORINE, TOTAL	SAMPLE	******	******		******	******			0	5//	GRAB
RESIDUAL	MEASUREMENT			****				****			
50060 1 0 0	PERMIT			****			0.25	****		WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******		******	******	INST MAX			DAYS	
OVERFLOW USE,	SAMPLE		******	(93)	******	******	******		0	///	CONTIN
OCCURANCES	MEASUREMENT							****			
74062 T 0 0	PERMIT	REPORT		OCCUR/				****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	MONTH	******	******	******				
OVERFLOW USE,	SAMPLE		******	(93)	******	******	******		0	///	CONTIN
OCCURANCES	MEASUREMENT							****			
74062 U 0 0	PERMIT	REPORT		OCCUR/				****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	MONTH	******	******	******				
BOD, CARBONACEOUS	SAMPLE		******		******	98	210	(19)	0	3//	COMPOS
05 DAY, 20C	MEASUREMENT			****							
80082 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT		******		******	MO AVG	DAILY MX	MG/L		WEEK-	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and/or maximum imprisonment of between 6 months and 5 years.)

TYPED OR PRINTED

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE — AREA CODE NUMBER: 615 859-4591

DATE — YEAR MO DAY: 2008 06 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2008	6	01		2008	6	30
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION MINIMUM	AVERAGE (46-53)	MAXIMUM (54-61)	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	7	11	(26)	2	3	5	(19)	0	3/ /	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******	****	0	/ / /	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******	****	92.9	92.9	******	(23)	0	3/ /	CALCTD
	PERMIT REQUIREMENT	******	******	****	40 MA % REM	85 MO AV MN	******	PER-CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******	****	98.0	98.0	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	****	40 MA % REM	85 MO AV MN	******	PER-CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC § 1001 AND 33 USC § 1319 (Penalties under these statutes may include fines up to $10,000 and/or maximum imprisonment of between 6 months and 5 years.)

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TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 2008 06 10

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ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
(NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
DISCHARGE MONITORING REPORT (DMR)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
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MONITORING PERIOD

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NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.3	******	******	(19)	0	5/7	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.0	******	7.5	(12)	0	5/7	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	75	120	(19)	0	3/7	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	10	39	(26)	3	5	7	(19)	0	3/7	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/7	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.4	1	(26)	0.1	0.2	0.2	(19)	0	3/7	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	0.2 WKLY AVG	4 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	46	253	(13)	0	3/7	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
BOBBY G WINSTON
OPERATOR
TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)

Bobby G Winston
Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE
AREA CODE NUMBER
615 859-4591

DATE
YEAR MO DAY
2008 07 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
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PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
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ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

MINOR
(SUBR 04) B D
F - FINAL

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

EFFLUENT
*** NO DISCHARGE [ ] ***

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2008	7	01		2008	7	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	105	******	(13)	0	3/ /	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.304445	0.4438	(03)	******	******	******		0	/ / /	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.384806	0.5554	(03)	******	******	******		0	/ / /	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/ /	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0 0	******	(93)	******	******	******		0	/ / /	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	120	228	(19)	0	3/ /	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER: Bobby E. Winstead, Operator

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)

Bobby E. Winstead, Operator

TELEPHONE: AREA CODE 615 NUMBER 859-4591

DATE: YEAR 2008 MO 07 DAY 10

TYPED OR PRINTED | SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16)	(17-19)
TN0027278	001 G
PERMIT NUMBER	DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2008	7	01		2008	7	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	MAXIMUM	UNITS	NO. EX (52-53)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	5	6	(26)	1	2	3	(19)	0	3/1	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT	0 0	******	(93)	******	******	******	**** ****	0	/// CONTIN UOUS	CONT OCCURS
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******				
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******	**** ****	95.4	95.4	******	(23) PER- CENT	0	3/1	CALCTD
	PERMIT REQUIREMENT	******	******		40 MA % REM	85 MO AV MN	******			THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******	**** ****	98.8	98.8	******	(23) PER- CENT	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******		40 MA % REM	85 MO AV MN	******			ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

Bobby G. Winstead
Operator

TYPED OR PRINTED

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Bobby G. Winstead
Operator

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

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AREA CODE NUMBER
615 859-4591

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(NBO TN 37215

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DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61)			(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53)		(54-61)		NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.0	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		6.9	******	7.8	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	97	130	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	5	22	(26)	5	4	10	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/ WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.4	0.2	(26)	0.1	0.2	0.4	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	0.2 WKLY AVG	4 DAILY MX	MG/L		THREE/ WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	58	177	(13)	0	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/ WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

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TELEPHONE: AREA CODE 615 NUMBER 859-4591

DATE: YEAR 2008 MO 08 DAY 10

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DISCHARGE MONITORING REPORT (*DMR*)

(2-16)	(17-19)
TN0027278	001 G
PERMIT NUMBER	DISCHARGE NUMBER

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING			(4 Card Only) (38-45) QUALITY OR CONCENTRATION		(46-53) (54-61)		NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	34	******	(13)	0	3//	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.260419	0.4186	(03)	******	******	******		0	///	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.365139	0.4592	(03)	******	******	******		0	///	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5//	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	******	******	0		0	///	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	170	520	(19)	0	3//	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT. SEE 18 USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and/or maximum imprisonment of between 6 months and 5 years.)		615 859-4591	2008 08 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
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	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61)			(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53)		(54-61)		NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	6	9	(26)	2	3	3	(19)	0	3//	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	0 MEASUREMENT		******	(93)	0 ******	******	******	****	0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******	****	95.0	95.0	******	(23)	0	3//	CALCTD
	PERMIT REQUIREMENT	******	******	****	40 MA % REM	85 MO AV MN	******	PER-CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******	****	98.8	98.8	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	****	40 MA % REM	85 MO AV MN	******	PER-CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

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TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 2008 08 10

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.2	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		6.9	******	7.5	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	103	152	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	16	18	(26)	5	6	16	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.8	1	(26)	0.2	0.4	1.0	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	0.4 WKLY AVG	4 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	43	370	(13)	0	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
Bobby E. Whitney
Operator

TYPED OR PRINTED

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Bobby E Whitney
Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 2008 09 10

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DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER
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EFFLUENT
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FORM APPROVED
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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	31	******	(13)	0	3/ /	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.272529	0.451	(03)	******	******	******		0	/ / /	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.372643	0.4803	(03)	******	******	******		0	/ / /	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/ /	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	126	225	(19)	0	3/ /	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
Boddy E. Winfrey
Operator
TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)

Bobby E Winfrey Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 2008 09 10

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NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
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MINOR
(SUBR 04) B D
F - FINAL

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

(2-16)	(17-19)
TN0027278	001 G
PERMIT NUMBER	DISCHARGE NUMBER

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		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	10	15	(26)	3	5	10	(19)	0	3//	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN U0US	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		94.8	94.8	******	(23)	0	3//	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		97.4	97.4	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

BOBBY E. WINFREY
OPERATOR

TYPED OR PRINTED

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OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.5	******	******	(19)	0	5//	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		6.8	******	7.5	(12)	0	5//	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	82	134	(19)	0	3//	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	32		(26)	10		24	(19)	0	3//	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3//	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.7	1	(26)	0.2	0.3	0.5	(19)	0	3//	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	0.3 WKLY AVG	4 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	52	400	(13)	0	3//	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
Bobby E. Winters
OPERATOR
TYPED OR PRINTED

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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******	****	******	37	******	(13) #/ 100 ML	0	3// DAILY	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	****	******	126 GEO.MEAN	******				GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.370058	0.6111	(03)	******	******	******	****	0	/// DAILY	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	****			CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.399797	0.5532	(03)	******	******	******	****	0	/// DAILY	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	****			CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******	****	******	******		****	0	5// WEEK-DAYS	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	****	******	******	0.25 INST MAX	****			GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	12.0 HRS	******	(93)	******	12.0 HRS ******	******	****	1	/// DAILY	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	****			CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	1	******	(93)	******	******	1 ******	****	1	/// DAILY	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	****			CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******	****	******	127	230	(19) MG/L	0	3// THREE/ WEEK-	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	****	******	REPORT MO AVG	REPORT DAILY MX				COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)

TYPED OR PRINTED

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 2008 10 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16)	(17-19)
TN0027278	001 G
PERMIT NUMBER	DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2008	10	01		2008	10	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (45-53) QUANTITY OR LOADING (54-61)			(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53)		(54-61)		NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	14	16	(26)	4	4	7	(19)	0	3//	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******	****	0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******	****	88.0	88.0	******	(23)	0	3//	CALCTD
	PERMIT REQUIREMENT	******	******	****	40 MA % REM	85 MO AV MN	******	PER-CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******	****	96.8	96.8	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	****	40 MA % REM	85 MO AV MN	******	PER-CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT. SEE 18 USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years).		TELEPHONE	DATE
			615 859-4591	2008 10 10
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FACILITY CARTWRIGHT CREEK U. D.
(NBO TN 37215

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO) 00300 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	7.1	******	******	(19) MG/L	0	5// WEEK-DAYS	GRAB
	PERMIT REQUIREMENT	******	******	****	5.0 INST MIN	******	******				GRAB
PH 00400 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	7.2	******	7.5	(12) SU	0	5// WEEK-DAYS	GRAB
	PERMIT REQUIREMENT	******	******	****	6.0 MINIMUM	******	9.0 MAXIMUM				GRAB
SOLIDS, TOTAL SUSPENDED 00530 G 0 0 RAW SEW/INFLUENT	SAMPLE MEASUREMENT	******	******	****	******	86	144	(19) MG/L	0	3// THREE/WEEK	COMPOS
	PERMIT REQUIREMENT	******	******	****	******	REPORT 30DA AVG	REPORT DAILY MX				COMPOS
SOLIDS, TOTAL SUSPENDED 00530 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	26		(26) LBS/DY	7		12	(19) MG/L	0	3// THREE/WEEK	COMPOS
	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG		30 MO AVG	40 WKLY AVG	45 DAILY MX				COMPOS
SOLIDS, SETTLEABLE 00545 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	******	******	0.1	(25) ML/L	0	3// THREE/WEEK	COMPOS
	PERMIT REQUIREMENT	******	******	****	******	******	1.0 DAILY MX				COMPOS
NITROGEN, AMMONIA TOTAL (AS N) 00610 1 W 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	0.5	2	(26) LBS/DY	0.1	0.4	0.3	(19) MG/L	0	3// THREE/WEEK	COMPOS
	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG		2 MO AVG	0.4 WKLY AVG	4 DAILY MX				COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C 31616 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	******	21	150	(13) #/100 ML	0	3// THREE/WEEK	GRAB
	PERMIT REQUIREMENT	******	******	****	******	200 30 DA GEO	1000 DAILY MX				GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

Bobby G. Winford
DIRECTOR

TYPED OR PRINTED

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TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 2008 11 10

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LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
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(2-16)	(17-19)
TN0027278	001 G
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Approval expires 10-31-94

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		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	12	******	(13)	0	3/ /	GRAB
31648 1 0 0	PERMIT			****		126		#/		DAILY	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	GEO MEAN	******	100 ML			
FLOW, IN CONDUIT OR	SAMPLE			(03)							
THRU TREATMENT PLANT	MEASUREMENT	0.376187	0.517		******	******	******		0	/ / /	CONTIN
50050 G 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
RAW SEW/INFLUENT	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******	****			
FLOW, IN CONDUIT OR	SAMPLE			(03)							
THRU TREATMENT PLANT	MEASUREMENT	0.43359	0.4819		******	******	******		0	/ / /	CONTIN
50050 1 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******	****			
CHLORINE, TOTAL	SAMPLE										
RESIDUAL	MEASUREMENT	******	******		******	******			0	5/ /	GRAB
50060 1 0 0	PERMIT			****			0.25	****		WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	INST MAX	****		DAYS	
OVERFLOW USE,	SAMPLE			(93)							
OCCURANCES	MEASUREMENT		******		******	******	******		0	/ / /	CONTIN
74062 T 0 0	PERMIT	REPORT		OCCUR/				****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	MONTH	******	******	******	****			
OVERFLOW USE,	SAMPLE			(93)							
OCCURANCES	MEASUREMENT		******		******	******	******		0	/ / /	CONTIN
74062 U 0 0	PERMIT	REPORT		OCCUR/				****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	MONTH	******	******	******	****			
BOD, CARBONACEOUS	SAMPLE							(19)			
05 DAY, 20C	MEASUREMENT		******		******	97	127		0	3/ /	COMPOS
80082 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT		******	****	******	MO AVG	DAILY MX	MG/L		WEEK-	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
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TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

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FACILITY CARTWRIGHT CREEK U D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

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DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

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*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	MAXIMUM	(54-61) UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	10	42	(26)	3	6	4	(19)	0	3//	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		91.5	91.5	******	(23)	0	3//	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		97.1	97.1	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

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OXYGEN, DISSOLVED (DO) 00300 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******		7.1	******	******	(19) MG/L	0	5/ /	GRAB
	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******			WEEK-DAYS	GRAB
PH 00400 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******		7.2	******	7.6	(12) SU	0	5/ /	GRAB
	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM			WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED 00530 G 0 0 RAW SEW/INFLUENT	SAMPLE MEASUREMENT	******	******		******	65	200	(19) MG/L	0	3/ /	COMPOS
	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX			THREE/ WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED 00530 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	37	37	(26)	7	7	11	(19) MG/L	0	3/ /	COMPOS
	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX			THREE/ WEEK	COMPOS
SOLIDS, SETTLEABLE 00545 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25) ML/L	0	3/ /	COMPOS
	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX			THREE/ WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N) 00610 1 W 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	2.0	5	(26)	0.3	0.5	1.0	(19) MG/L	0	3/ /	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	16 WKLY AVG	LBS/DY	5 MO AVG	0.5 WKLY AVG	10 DAILY MX			THREE/ WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C 31616 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******		******	20	52	(13) #/ 100 ML	0	3/ /	GRAB
	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX			THREE/ WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
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	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

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PARAMETER (32-37)		(3 Card Only) (45-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	23	******	(13)	0	3/7	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.748481	2.077	(03)	******	******	******		U	///	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.564097	1.574	(03)	******	******	******		U	///	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/7	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	******	******	******		U	///	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	******	******	******		U	///	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	83	123	(19)	U	3/7	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC 1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)

TYPED OR PRINTED

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 2008 12 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

MINOR
(SUBR 04) B D
F - FINAL

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

(2-16)	(17-19)
TN0027278	001 G
PERMIT NUMBER	DISCHARGE NUMBER

EFFLUENT
*** NO DISCHARGE [ ] ***

MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2008	12	01		2008	12	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	MAXIMUM (54-61)	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	13	16	(26)	3	4	5	(19)	0	3//	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		89.1	89.1	******	(23)	0	3//	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		96./	96./	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

TYPED OR PRINTED

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SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE
AREA CODE NUMBER
615 859-4591

DATE
YEAR MO DAY
2008 12 10

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DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.1	******	******	(19)	0	5/ /	GRAB
00300 1 0 0	PERMIT			****	6.0					WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	INST MIN	******	******	MG/L		DAYS	
PH	SAMPLE MEASUREMENT	******	******		7.2	******	7.5	(12)	0	5/ /	GRAB
00400 1 0 0	PERMIT			****	6.0		9.0			WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	MINIMUM	******	MAXIMUM	SU		DAYS	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	57	100	(19)	0	3/ /	COMPOS
00530 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT	******	******	****	******	30DA AVG	DAILY MX	MG/L		WEEK	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	15	21	(26)	4	5	8	(19)	0	3/ /	COMPOS
00530 1 0 0	PERMIT	63	83		30	40	45			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0	PERMIT			****			1.0			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	DAILY MX	ML/L		WEEK	
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	1.3	2	(26)	0.3	0.4	0.7	(19)	0	3/ /	COMPOS
00610 1 W 0	PERMIT	10	16		5	7.5	10			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	9	37	(13)	0	3/ /	GRAB
31616 1 0 0	PERMIT			****		200	1000			THREE/	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	30 DA GEO	DAILY MX	#/ 100 ML		WEEK	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
Bobby E Winfrey OPERATOR	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)	Bobby E Winfrey OPERATOR	615 859-4591	1 31 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
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ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2007	1	01		2007	1	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION MINIMUM	(46-53) AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	14	******	(13)	0	3/1	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.566642	0.9478	(03)	******	******	****** 0		0	///	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.483926	0.6072	(03)	******	******	****** 0		0	///	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******	0		0	5/1	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	****** 0		0	///	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	****** 0		0	///	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	73	138	(19)	0	3/1	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

Bobby E Wingrey Operator

TYPED OR PRINTED

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Bobby E Wingrey OPERATOR

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE: AREA CODE 615 NUMBER 859-4591

DATE: YEAR 10 MO 1 DAY 31

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

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FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2007	1	01		2007	1	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	9	17	(26)	2	4	9	(19)	0	3/ /	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		93.4	93.4	******	(23)	0	3/ /	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		96.9	96.9	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
BOBBY E. WINTREY OPERATOR	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN. AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)	Bobby E Wintrey Operator	615 859-4591	1 31 10
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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION MINIMUM	AVERAGE	MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO) 00300 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	7.3	******	******	(19) MG/L	0	5/ /	GRAB
	PERMIT REQUIREMENT	******	******	****	6.0 INST MIN	******	******			WEEK-DAYS	GRAB
PH 00400 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	7.1	******	7.4	(12) SU	0	5/ /	GRAB
	PERMIT REQUIREMENT	******	******	****	6.0 MINIMUM	******	9.0 MAXIMUM			WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED 00530 G 0 0 RAW SEW/INFLUENT	SAMPLE MEASUREMENT	******	******	****	******	81	132	(19) MG/L	0	3/ /	COMPOS
	PERMIT REQUIREMENT	******	******	****	******	REPORT 30DA AVG	REPORT DAILY MX			THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED 00530 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	17	27	(26) LBS/DY	5	9	21	(19) MG/L	0	3/ /	COMPOS
	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG		30 MO AVG	40 WKLY AVG	45 DAILY MX			THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE 00545 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	******	******	0.1	(25) ML/L	0	3/ /	COMPOS
	PERMIT REQUIREMENT	******	******	****	******	******	1.0 DAILY MX			THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N) 00610 1 W 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	0.6	1	(26) LBS/DY	0.2	0.3	0.7	(19) MG/L	0	3/ /	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	16 WKLY AVG		5 MO AVG	7.5 WKLY AVG	10 DAILY MX			THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C 31616 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******	****	******	23	55	(13) #/100 ML	0	3/ /	GRAB
	PERMIT REQUIREMENT	******	******	****	******	200 30 DA GEO	1000 DAILY MX			THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
Bobby G. Winfrey Operator	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)	Bobby G. Winfrey Operator	615 859-4591	2007 02 10
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NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2007	02	01		2007	02	28
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	12	******	(13)	0	3/1	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.487261	0.726	(03)	******	******	******		U	///	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.408707	0.459	(03)	******	******	******		U	///	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******	<.05		0	5/1	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	0 ******	******	******		U	///	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	******	0 ******	******		U	///	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	112	169	(19)	U	3/1	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

Bobby G. Winstead Operator

TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)

Bobby G. Winstead Operator

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE: AREA CODE NUMBER — 615 859-4591

DATE: YEAR MO DAY — 2007 02 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
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OMB No. 2040-0004
Approval expires10-31-94

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	8	12	(26)	3	4	8	(19)	0	3/1	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN U0US	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		93.6	93.6	******	(23)	0	3/1	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		97.1	97.1	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
Bobby E. Murphy Operator	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)	Bobby E. Murphy Operator	615 859-4591	2007 02 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61)			(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53)		(54-61)		NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.8	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.1	******	7.5	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	83	208	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	21	33	(26)	6	10	11	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.12	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.8	2	(26)	0.2	0.5	1.3	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	10 MO AVG	16 WKLY AVG	LBS/DY	5 MO AVG	7.5 WKLY AVG	10 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	23	166	(13)	0	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/100 ML		THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

BOBBY E. WINTERBY
OPERATOR

TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 07 03 5

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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	8	******	(13)	0	3/ /	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.462439	0.9201	(03)	******	******	******		0	/ / /	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.413348	0.5509	(03)	******	******	******		0	/ / /	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/ /	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	1	******	(93)	******	******	******		1	/ / /	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		1	/ / /	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	106	193	(19)	0	3/ /	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
BOBBY C. WINTROW
OPERATOR
TYPED OR PRINTED

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Bobby C. Wintrow
operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

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BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	8	9	(26)	2	3	4	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		92.4	92.4	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		97.7	97.7	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
BOBBY G. WINDROW OPERATOR	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)	Bobby G. Windrow Operator	615 859-4591	07 03 5
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

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OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		7.1	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.2	******	7.4	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	90	248	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	24	34	(26)	6	10	15	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/ WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	2.2	4	(26)	0.6	1.0	1.7	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	10 MO AVG	16 WKLY AVG	LBS/DY	5 MO AVG	7.5 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	43	3100	(13)	1	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/ WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
Bobby E Winters OPERATOR	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)	Bobby E Winters Operator	615 859-4591	2007 04 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2007	04	01		2007	04	30
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION MINIMUM	(46-53) AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	25	******	(13)	0	3/ /	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.424	0.6635	(03)	******	******	******		U	/ / /	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.443313	0.5266	(03)	******	******	******		U	/ / /	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/ /	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	0 ******	(93)	0 ******	0 ******	******		0	/ / /	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	0 ******	0 ******	0 ******		0	/ / /	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	108	208	(19)	0	3/ /	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER: BOBBY G WHITNEY OPERATOR (TYPED OR PRINTED)

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)

Bobby G Whitney Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE: AREA CODE 615 NUMBER 859-4591

DATE: YEAR 2007 MO 04 DAY 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
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NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2007	04	01		2007	04	30
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	13	26	(26)	3	6	13	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		92.8	92.8	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		96.8	96.8	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
BOBBY E. WINTERS OPERATOR	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)	Bobby E Winters Operator	615 859-4591	2007 04 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

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FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

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DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		7.0	******	******	(19)	0	5/ /	GRAB
00300 1 0 0	PERMIT			****	6.0					WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	INST MIN	******	******	MG/L		DAYS	
PH	SAMPLE MEASUREMENT	******	******		7.2	******	7.4	(12)	0	5/ /	GRAB
00400 1 0 0	PERMIT			****	6.0		9.0			WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	MINIMUM	******	MAXIMUM	SU		DAYS	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	77	108	(19)	0	3/ /	COMPOS
00530 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT	******	******	****	******	30DA AVG	DAILY MX	MG/L		WEEK	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	23	54	(26)	7	15	22	(19)	0	3/ /	COMPOS
00530 1 0 0	PERMIT	63	83		30	40	45			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0	PERMIT			****			1.0			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	DAILY MX	ML/L		WEEK	
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.4	1	(26)	0.1	0.2	0.3	(19)	0	3/ /	COMPOS
00610 1 W 0	PERMIT	10	16		5	7.5	10			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	21	152	(13)	0	3/ /	GRAB
31616 1 0 0	PERMIT			****		200	1000	#/		THREE/	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	30 DA GEO	DAILY MX	100 ML		WEEK	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
Bobby E. Winstead Operator	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)	Bobbie Dempsey Operator	615 859-4591	2007 05 31
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
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ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
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	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION MINIMUM	AVERAGE (46-53)	MAXIMUM (54-61)	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	11	******	(13)	0	3/ /	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.427947	0.8202	(03)	******	******	******		U	/ / /	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.418858	0.6002	(03)	******	******	******		U	/ / /	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/ /	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	0 ******	******	******		U	/ / /	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	0 ******	******	******		U	/ / /	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	110	180	(19)	U	3/ /	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
Bobby E. Wimpey
OPERATOR
TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)

Bobby E. Wimpey
Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE
AREA CODE NUMBER
615 859-4591

DATE
YEAR MO DAY
2007 05 31

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LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*) (2-16)
TN0027278 PERMIT NUMBER
001 G (17-19) DISCHARGE NUMBER

MINOR
(SUBR 04) B D
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DESIGN CAPACITY OF .25 MGD
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*** NO DISCHARGE [ ] ***

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Approval expires10-31-94

MONITORING PERIOD

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BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	11	15	(26)	3	4	6	(19)	0	3/ /	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		91.5	91.5	******	(23)	0	3/ /	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		97.2	97.2	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
Bobby E. Wildfong Operator	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)	Bobby Wildfong Operator	615 859-4591	2007 05 31
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

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OXYGEN, DISSOLVED (DO) 00300 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******		6.0	******	******	(19) MG/L	0	5/ / WEEK-DAYS	GRAB
	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******				GRAB
PH 00400 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******		7.1	******	7.5	(12) SU	0	5/ / WEEK-DAYS	GRAB
	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM				GRAB
SOLIDS, TOTAL SUSPENDED 00530 G 0 0 RAW SEW/INFLUENT	SAMPLE MEASUREMENT	******	******		******	119	220	(19) MG/L	0	3/ / THREE/ WEEK	COMPOS
	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX				COMPOS
SOLIDS, TOTAL SUSPENDED 00530 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	12	42	(26)	4	5	7	(19) MG/L	0	3/ / THREE/ WEEK	COMPOS
	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX				COMPOS
SOLIDS, SETTLEABLE 00545 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25) ML/L	0	3/ / THREE/ WEEK	COMPOS
	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX				COMPOS
NITROGEN, AMMONIA TOTAL (AS N) 00610 1 W 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	0.5	1	(26)	0.2	0.3	0.4	(19) MG/L	0	3/ / THREE/ WEEK	COMPOS
	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	3.0 WKLY AVG	4 DAILY MX				COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C 31616 1 0 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	******	******		******	21	280	(13) #/ 100 ML	0	3/ / THREE/ WEEK	GRAB
	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX				GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)		TELEPHONE	DATE
			615 859-4591	2007 07 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2007	06	01		2007	0+6	30
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION MINIMUM	AVERAGE (46-53)	MAXIMUM (54-61)	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	9	******	(13)	0	3/ /	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.325607	0.452	(03)	******	******	******		0	/ / /	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.367894	0.4385	(03)	******	******	******		0	/ / /	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/ /	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0 0	0 ******	(93)	******	******	******		0	/ / /	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0 0	0 ******	(93)	******	******	******		0	/ / /	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	162	325	(19)	0	3/ /	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

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MINOR
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*** NO DISCHARGE [ ] ***

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	MAXIMUM	(54-61) UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	7	11	(26)	2	3	4	(19)	0	3/ /	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	16 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		96.6	96.6	******	(23)	0	3/ /	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		98.6	98.6	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
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OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.4	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		6.7	******	7.4	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	154	376	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	26	48	(26)	9	17	20	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	63 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/ WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.3	0	(26)	0.1	0.1	0.2	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	6.0 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	77	311	(13)	0	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/ WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

Bobby E. Wilson Mayor

TYPED OR PRINTED

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SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE
AREA CODE NUMBER
615 859-4591

DATE
YEAR MO DAY
0 10

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LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

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(17-19) 001 G — DISCHARGE NUMBER

MINOR
(SUBR 04) B D
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DESIGN CAPACITY OF .25 MGD
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*** NO DISCHARGE [ ] ***

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OMB No. 2040-0004
Approval expires 10-31-94

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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	30	******	(13)	0	3/ /	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.306148	0.4124	(03)	******	******	******		0	/ / /	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.343677	0.4095	(03)	******	******	******		U	/ / /	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/ /	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	/ / /	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		U	/ / /	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	142	210	(19)	0	3/ /	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

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BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	6	6	(26)	2	2	3	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	63 WKLY AVG	LBS/DY	5 MO AVG	16 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		94.0	94.0	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		98.6	98.6	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
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OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.0	******	******	(19)	0	5/ /	GRAB
00300 1 0 0	PERMIT			****	6.0					WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	INST MIN	******	******	MG/L		DAYS	
PH	SAMPLE MEASUREMENT	******	******		7.0	******	7.5	(12)	0	5/ /	GRAB
00400 1 0 0	PERMIT			****	6.0		9.0			WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	MINIMUM	******	MAXIMUM	SU		DAYS	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	128	236	(19)	0	3/ /	COMPOS
00530 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT	******	******	****	******	30DA AVG	DAILY MX	MG/L		WEEK	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	26	51	(26)	9	19	26	(19)	0	3/ /	COMPOS
00530 1 0 0	PERMIT	63	83		30	40	45			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0	PERMIT			****			1.0			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	DAILY MX	ML/L		WEEK	
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.4	1	(26)	0.1	0.2	0.3	(19)	0	3/ /	COMPOS
00610 1 W 0	PERMIT	4	6		2	6.0	10			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	157	990	(13)	0	3/ /	GRAB
31616 1 0 0	PERMIT			****		200	1000			THREE/	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	30 DA GEO	DAILY MX	#/ 100 ML		WEEK	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

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TYPED OR PRINTED

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 07 08 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)

DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
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	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION MINIMUM	AVERAGE (46-53)	MAXIMUM (54-61)	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	33	******	(13)	0	3/ /	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.249745	0.3359	(03)	******	******	******		0	/ / /	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.335603	0.392	(03)	******	******	******		0	/ / /	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******	>.05		0	5/ /	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	0 ******	******	******		0	/ / /	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	0 ******	******	0 ******		0	/ / /	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	168	276	(19)	0	3/ /	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

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TELEPHONE: AREA CODE 615 NUMBER 859-4591

DATE: 07 08 10 (MO DAY YEAR)

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BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	7	10	(26)	3	4	4	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		92.7	92.7	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		98.5	98.5	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

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OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.0	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		6.8	******	7.4	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	98	160	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	16	34	(26)	5	5	11	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.4	1	(26)	0.1	0.2	0.3	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	6.0 WKLY AVG	4 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	24	123	(13)	0	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/100 ML		THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER: Bobby E. Winters Operator

TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)

Bobby E Winters Operator

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE: AREA CODE 615 NUMBER 859-4591

DATE: YEAR 07 MO 09 DAY 10

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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	17	******	(13)	0	3/1	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.398597	0.6505	(03)	******	******	******		0	///	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.374263	0.4656	(03)	******	******	******		0	///	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/1	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	0 ******	(93)	0 ******	0 ******	0 ******		0	///	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	0 ******	(93)	0 ******	0 ******	0 ******		0	///	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	117	163	(19)	0	3/1	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
BOBBY E. WINFREY PRESIDENT	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)	Bobby E Winfrey	615 859-4591	07 09 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

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		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	5	6	(26)	2	2	3	(19)	0	3//	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	10 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		94.9	94.9	******	(23)	0	3//	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		98.5	98.5	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
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	PERMIT REQUIREMENT										
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NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
Bobby E. Winsteon OPERATOR	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)	Bobby E Winsteon Operator	615 859-4591	07 09 10
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	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2007	10	01		2007	10	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.7	******	******	(19)	0	5/ /	GRAB
00300 1 0 0	PERMIT			****	6.0					WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	INST MIN	******	******	MG/L		DAYS	
PH	SAMPLE MEASUREMENT	******	******		7.1	******	7.7	(12)	0	5/ /	GRAB
00400 1 0 0	PERMIT			****	6.0		9.0			WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	MINIMUM	******	MAXIMUM	SU		DAYS	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	97	252	(19)	0	3/ /	COMPOS
00530 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT	******	******	****	******	30DA AVG	DAILY MX	MG/L		WEEK	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	19	47	(26)	5	7	15	(19)	0	3/ /	COMPOS
00530 1 0 0	PERMIT	63	83		30	83	45			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	1	(25)	0	3/ /	COMPOS
00545 1 0 0	PERMIT			****			1.0			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	DAILY MX	ML/L		WEEK	
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.7	1	(26)	0.2	0.3	0.4	(19)	0	3/ /	COMPOS
00610 1 W 0	PERMIT	4	6		2	3.0	10			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	23	315	(13)	0	3/ /	GRAB
31616 1 0 0	PERMIT			****		200	1000	#/		THREE/	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	30 DA GEO	DAILY MX	100 ML		WEEK	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
Bobby E Winfrey Operator	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years)	Bobby E Winfrey Operator	615 859-4591	07 10 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)
(2-16)
TN0027278 PERMIT NUMBER
(17-19)
001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION MINIMUM	(46-53) AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	15	******	(13)	0	3/ /	GRAB
31648 1 0 0	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
EFFLUENT GROSS VALUE											
FLOW, IN CONDUIT OR	SAMPLE MEASUREMENT	0.427048	1.063	(03)	******	******	******		0	/ / /	CONTIN
THRU TREATMENT PLANT								****			
50050 G 0 0	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	****		DAILY	CONTIN
RAW SEW/INFLUENT											
FLOW, IN CONDUIT OR	SAMPLE MEASUREMENT	0.4054	0.6014	(03)	******	******	******		0	/ / /	CONTIN
THRU TREATMENT PLANT								****			
50050 1 0 0	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	****		DAILY	CONTIN
EFFLUENT GROSS VALUE											
CHLORINE, TOTAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/ /	GRAB
RESIDUAL								****			
50060 1 0 0	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	****		WEEK- DAYS	GRAB
EFFLUENT GROSS VALUE											
OVERFLOW USE,	SAMPLE MEASUREMENT	0	0 ******	(93)	******	******	******		0	/ / /	CONTIN
OCCURANCES								****			
74062 T 0 0	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	****		DAILY	CONTIN
SEE COMMENTS BELOW											
OVERFLOW USE,	SAMPLE MEASUREMENT	0	0 ******	(93)	******	******	******		0	/ / /	CONTIN
OCCURANCES								****			
74062 U 0 0	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	****		DAILY	CONTIN
SEE COMMENTS BELOW											
BOD, CARBONACEOUS	SAMPLE MEASUREMENT		******		******	111	160	(19)	0	3/ /	COMPOS
05 DAY, 20C				****							
80082 G 0 0	PERMIT REQUIREMENT		******	****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS
RAW SEW/INFLUENT											

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
Bobby G Winbrey Operator	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION. I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)	Bobby G Winbrey Operator	615 859-4591	07 10 10
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LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
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F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
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FORM APPROVED
OMB No. 2040-0004
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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61)			(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53)		(54-61)		NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	6	9	(26)	2	2	4	(19)	0	3//	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	16 MO AVG	10 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		94.4	94.4	******	(23)	0	3//	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		98.4	98.4	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

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MINOR
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EFFLUENT
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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	MAXIMUM	(54-61) UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMEN	******	******		7 4	******	******	(19)	0	5/7	GRAB
00300 1 0 0	PERMIT			****	6.0					WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	INST MIN	******	******	MG/L		DAYS	
PH	SAMPLE MEASUREMEN	******	******		7.1	******	7.4	(12)	0	5/7	GRAB
00400 1 0 0	PERMIT			****	6.0		9.0			WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	MINIMUM	******	MAXIMUM	SU		DAYS	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMEN	******	******		******	54	110	(19)	0	3/7	COMPOS
00530 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT	******	******	****	******	30DA AVG	DAILY MX	MG/L		WEEK	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMEN	29	51	(26)	8	13	22	(19)	0	3/7	COMPOS
00530 1 0 0	PERMIT	63	83		30	40	45			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
SOLIDS, SETTLEABLE	SAMPLE MEASUREMEN	******	******		******	******	0.5	(25)	0	3/7	COMPOS
00545 1 0 0	PERMIT			****			1.0			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	DAILY MX	ML/L		WEEK	
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMEN	1.5	4	(26)	0.4	0.9	1.2	(19)	0	3/7	COMPOS
00610 1 W 0	PERMIT	10	16		5	7.5	10			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
COLIFORM, FECAL MF, M-FC BROTH, 44 5 C	SAMPLE MEASUREMEN	******	******		******	13	245	(13)	0	3/7	GRAB
31616 1 0 0	PERMIT			****		200	1000	#/		THREE/	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	30 DA GEO	DAILY MX	100 ML		WEEK	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
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DISCHARGE MONITORING REPORT (*DMR*)

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MINOR
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EFFLUENT
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		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
E.COLI, M-TEC-MF	SAMPLE MEASUREMEN	******	******		******	20	******	(13)	0	3/7	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMEN	0.627216129	1.84	(03)	******	******	******		0	7/7	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMEN	0.487890323	2.132	(03)	******	******	******		0	7/7	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMEN	******	******		******	******			0	5/7	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK- DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	******	******	******		0	7/7	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	******	******	******		0	7/7	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	90	130	(19)	0	3/7	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
Bobby G. Winstead
Operator
TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10 000 and or maximu imprisonment of between 6 months and 5 years.)

Bobby G. Winstead
Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE
AREA CODE NUMBER
615 859-4591

DATE
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		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMEN	13	20	(26)	3	7	12	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMEN	0 0	0 ******	(93)	0 ******	0 ******	0 ******		0	7/7	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMEN	******	******		86.0	86.0	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMEN	******	******		96.2	96.2	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
Bobby E. Winters Operator	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC & 1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years)	Bobby E. Winters Operator	615 859-4591	01 31 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No 2040-0004
Approval expires 10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2006	03	01		2006	03	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMEN	******	******		7.1	******	******	(19)	0	5/7	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMEN	******	******		7.2	******	7.6	(12)	0	5/7	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMEN	******	******		******	59	86	(19)	0	3/7	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMEN	25	29	(26)	7	8	14	(19)	0	3/7	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMEN	******	******		******	******	0.1	(25)	0	3/7	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMEN	0.7	1	(26)	0.2	0.4	0.7	(19)	0	3/7	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	10 MO AVG	16 WKLY AVG	LBS/DY	5 MO AVG	7.5 WKLY AVG	10 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMEN	******	******		******	9	32	(13)	0	3/7	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/WEEK	GRAB

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TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	615 859-4091	0 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
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DISCHARGE MONITORING REPORT (*DMR*)

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(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE ( ) ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMEN	******	******		******	5	******	(13)	0	3/7	GRAB
31648 1 0 0	PERMIT			****		126		#/		DAILY	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	GEO.MEAN	******	100 ML			
FLOW, IN CONDUIT OR	SAMPLE			(03)							
THRU TREATMENT PLANT	MEASUREMEN	0.476070968	0.5934		******	******	******		0	7/7	CONTIN
50050 G 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
RAW SEW/INFLUENT	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******	****			
FLOW, IN CONDUIT OR	SAMPLE			(03)							
THRU TREATMENT PLANT	MEASUREMEN	0.398316129	0.4625		******	******	******		0	7/7	CONTIN
50050 1 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******	****			
CHLORINE, TOTAL	SAMPLE										
RESIDUAL	MEASUREMEN	******	******		******	******	<.05		0	5/7	GRAB
50060 1 0 0	PERMIT			****			0.25	****		WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	INST MAX	****		DAYS	
OVERFLOW USE,	SAMPLE	0		(93)			0				
OCCURANCES	MEASUREMENT		******		******	******	******		0	7/7	CONTIN
74062 T 0 0	PERMIT	REPORT						****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	OCCUR/ MONTH	******	******	******	****			
OVERFLOW USE,	SAMPLE		0	(93)	0		0				
OCCURANCES	MEASUREMENT		******		******	******	******		0	7/7	CONTIN
74062 U 0 0	PERMIT	REPORT						****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	OCCUR/ MONTH	******	******	******	****			
BOD, CARBONACEOUS	SAMPLE							(19)			
05 DAY, 20C	MEASUREMENT		******		******	82	166		0	3/7	COMPOS
80082 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT		******	****	******	MO AVG	DAILY MX	MG/L		WEEK-	

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			615 859-4591	0 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

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DISCHARGE MONITORING REPORT (*DMR*)

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FORM APPROVED
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MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
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BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMEN	11	20	(26)	3	6	8	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******	****	0	7/7	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMEN	******	******	****	87.5	87.5	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMEN	******	******	****	95.8	95.8	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
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OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMEN	******	******		6.8	******	******	(19)	0	5/7	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMEN	******	******		7.1	******	7.4	(12)	0	5/7	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMEN	******	******		******	92	456	(19)	0	3/7	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMEN	19	34	(26)	5	8	10	(19)	0	3/7	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMEN	******	******		******	******	0.1	(25)	0	3/7	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMEN	0.7	1	(26)	0.2	0.3	0.4	(19)	0	3/7	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	10 MO AVG	16 WKLY AVG	LBS/DY	5 MO AVG	7.5 WKLY AVG	10 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMEN	******	******		******	8	28	(13)	0	3/7	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

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TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE (YEAR MO DAY): 04 30 10

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E.COLI, M-TEC-MF	SAMPLE MEASUREMEN	******	******	****	******	10	******	(13)	0	3/7	GRAB
31648 1 0 0	PERMIT	******	******	****	******	126	******	#/		DAILY	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT			****		GEO MEAN		100 ML			
FLOW, IN CONDUIT OR	SAMPLE MEASUREMEN	0.52543	0.8571	(03)	******	******	******	****	0	7/7	CONTIN
THRU TREATMENT PLANT	PERMIT	REPORT	REPORT		******	******	******	****		DAILY	CONTIN
50050 G 0 0	REQUIREMENT	MO AVG	DAILY MX	MGD				****			
RAW SEW/INFLUENT											
FLOW, IN CONDUIT OR	SAMPLE MEASUREMEN	0.45197	0.5735	(03)	******	******	******	****	0	7/7	CONTIN
THRU TREATMENT PLANT	PERMIT	REPORT	REPORT		******	******	******	****		DAILY	CONTIN
50050 1 0 0	REQUIREMENT	MO AVG	DAILY MX	MGD				****			
EFFLUENT GROSS VALUE											
CHLORINE, TOTAL	SAMPLE MEASUREMEN	******	******	****	******	******		****	0	5/7	GRAB
RESIDUAL	PERMIT			****			0.25	****		WEEK-	GRAB
50060 1 0 0	REQUIREMENT	******	******	****	******	******	INST MAX	****		DAYS	
EFFLUENT GROSS VALUE											
OVERFLOW USE,	SAMPLE MEASUREMENT	0	0	(93)	******	******	******	****	0	7/7	CONTIN
OCCURANCES	PERMIT	REPORT			******	******	******	****		DAILY	CONTIN
74062 T 0 0	REQUIREMENT	MO AVG	******	OCCUR/ MONTH				****			
SEE COMMENTS BELOW											
OVERFLOW USE,	SAMPLE MEASUREMENT	0	******	(93)	0 ******	******	******	****	0	7/7	CONTIN
OCCURANCES	PERMIT	REPORT			******	******	******	****		DAILY	CONTIN
74062 U 0 0	REQUIREMENT	MO AVG	******	OCCUR/ MONTH				****			
SEE COMMENTS BELOW											
BOD, CARBONACEOUS	SAMPLE MEASUREMENT		******	****	******	142	770	(19)	0	3/7	COMPOS
05 DAY, 20C	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
80082 G 0 0	REQUIREMENT		******	****	******	MO AVG	DAILY MX	MG/L		WEEK-	
RAW SEW/INFLUENT											

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

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TELEPHONE: AREA CODE NUMBER — 615 859-4591

DATE: YEAR MO DAY — 04 30 10

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		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMEN	11	18	(26)	3	4	7	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	7/7	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMEN	******	******		94.5	94.5	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMEN	******	******		98.0	98.0	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)

TELEPHONE: AREA CODE 615 NUMBER 859-4591

DATE: YEAR 04 MO 30 DAY 10

TYPED OR PRINTED

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) 8 D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD

	YEAR	MO	DAY	YEAR	MO	DAY
FROM	2006	05	01	2006	05	31
	(20-21)	(22-23)	(24-25)	(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61)			(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53)		(54-61)		NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMEN	******	******		6.9	******	******	(19)	0	5/7	GRAB
00300 1 0 0	PERMIT			****	6.0					WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	INST MIN	******	******	MG/L		DAYS	
PH	SAMPLE MEASUREMEN	******	******		7.1	******	7.5	(12)	0	5/7	GRAB
00400 1 0 0	PERMIT			****	6.0		9.0			WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	MINIMUM	******	MAXIMUM	SU		DAYS	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMEN	******	******		******	70	128	(19)	0	3/7	COMPOS
00530 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT	******	******	****	******	30DA AVG	DAILY MX	MG/L		WEEK	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMEN	13	17	(26)	3	6	8	(19)	0	3/7	COMPOS
00530 1 0 0	PERMIT	63	83		30	40	45			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
SOLIDS, SETTLEABLE	SAMPLE MEASUREMEN	******	******		******	******	0.1	(25)	0	3/7	COMPOS
00545 1 0 0	PERMIT			****			1.0			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	DAILY MX	ML/L		WEEK	
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMEN	0.5	1	(26)	0.1	0.3	0.2	(19)	0	3/7	COMPOS
00610 1 W 0	PERMIT	4	6		2	3.0	4			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMEN	******	******		******	9	185	(13)	0	3/7	GRAB
31616 1 0 0	PERMIT			****		200	1000	#/		THREE/	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	30 DA GEO	DAILY MX	100 ML		WEEK	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT. SEE 18 USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)		TELEPHONE	DATE
			AREA CODE NUMBER	YEAR MO DAY
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	615 859-4391	2006 05 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

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E.COLI, M-TEC-MF	SAMPLE MEASUREMEN	******	******		******	10	******	(13)	0	3/7	GRAB
31648 1 0 0	PERMIT			****		126		#/		DAILY	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	GEO.MEAN	******	100 ML			
FLOW, IN CONDUIT OR	SAMPLE			(03)							
THRU TREATMENT PLANT	MEASUREMEN	0.494948387	0.6462		******	******	******		0	7/7	CONTIN
50050 G 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
RAW SEW/INFLUENT	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******	****			
FLOW, IN CONDUIT OR	SAMPLE			(03)							
THRU TREATMENT PLANT	MEASUREMEN	0.450325806	0.5154		******	******	******		0	7/7	CONTIN
50050 1 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******	****			
CHLORINE, TOTAL	SAMPLE										
RESIDUAL	MEASUREMEN	******	******		******	******			0	5/7	GRAB
50060 1 0 0	PERMIT			****			0.25	****		WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	INST MAX	****		DAYS	
OVERFLOW USE,	SAMPLE		0	(93)							
OCCURANCES	MEASUREMENT		******		******	******	******		0	7/7	CONTIN
74062 T 0 0	PERMIT	REPORT						****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	OCCUR/ MONTH	******	******	******	****			
OVERFLOW USE,	SAMPLE		0	(93)							
OCCURANCES	MEASUREMENT		******		******	******	******		0	7/7	CONTIN
74062 U 0 0	PERMIT	REPORT						****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	OCCUR/ MONTH	******	******	******	****			
BOD, CARBONACEOUS	SAMPLE							(19)			
05 DAY, 20C	MEASUREMENT		******		******	117	278		0	3/7	COMPOS
80082 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT		******	****	******	MO AVG	DAILY MX	MG/L		WEEK-	

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TYPED OR PRINTED

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE
AREA CODE NUMBER
615 859-4591

DATE
YEAR MO DAY
2006 05 10

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(2-16) TN0027278 PERMIT NUMBER

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Approval expires10-31-94

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BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMEN	7	8	(26)	2	3	4	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT	0	******	(93)	******	******	0 ******		0	7/7	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMEN	******	******		95.1	95.1	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMEN	******	******		98.3	98.3	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

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		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMEN	******	******		6.1	******	******	(19)	0	5/7	GRAB
00300 1 0 0	PERMIT			****	6.0					WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	INST MIN	******	******	MG/L		DAYS	
PH	SAMPLE MEASUREMEN	******	******		7.2	******	7.5	(12)	0	5/7	GRAB
00400 1 0 0	PERMIT			****	6.0		9.0			WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	MINIMUM	******	MAXIMUM	SU		DAYS	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMEN	******	******		******	74	164	(19)	0	3/7	COMPOS
00530 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT	******	******	****	******	30DA AVG	DAILY MX	MG/L		WEEK	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMEN	37	128	(26)	10	35	82	(19)	1	3/7	COMPOS
00530 1 0 0	PERMIT	63	83		30	40	45			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
SOLIDS, SETTLEABLE	SAMPLE MEASUREMEN	******	******		******	******	10	(25)	1	3/7	COMPOS
00545 1 0 0	PERMIT			****			1.0			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	DAILY MX	ML/L		WEEK	
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMEN	1.5	3	(26)	0.5	1.0	1.3	(19)	0	3/7	COMPOS
00610 1 W 0	PERMIT	4	6		2	3.0	4			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMEN	******	******		******	29	211	(13)	0	3/7	GRAB
31616 1 0 0	PERMIT			****		200	1000	#/		THREE/	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	30 DA GEO	DAILY MX	100 ML		WEEK	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)		615 859-4591	05 06 10
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E.COLI, M-TEC-MF	SAMPLE MEASUREMEN	******	******		******	21	******	(13)	0	3/7	GRAB
31648 1 0 0	PERMIT			****		126		#/		DAILY	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	GEO MEAN	******	100 ML			
FLOW, IN CONDUIT OR	SAMPLE			(03)							
THRU TREATMENT PLANT	MEASUREMEN	0.307237667	0.4973		******	******	******		0	7/7	CONTIN
50050 G 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
RAW SEW/INFLUENT	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******	****			
FLOW, IN CONDUIT OR	SAMPLE			(03)							
THRU TREATMENT PLANT	MEASUREMEN	0.366821429	0.4535		******	******	******		0	7/7	CONTIN
50050 1 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******	****			
CHLORINE, TOTAL	SAMPLE								0		
RESIDUAL	MEASUREMEN	******	******		******	******		****		5/7	GRAB
50060 1 0 0	PERMIT			****			0.25	****		WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	INST MAX	****		DAYS	
OVERFLOW USE,	SAMPLE	0	0	(93)	0	0	0		0		
OCCURANCES	MEASUREMENT		******		******	******	******			7/7	CONTIN
74062 T 0 0	PERMIT	REPORT		OCCUR/				****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	MONTH	******	******	******	****			
OVERFLOW USE,	SAMPLE	0		(93)							
OCCURANCES	MEASUREMEN	0	******		******	******	******		0	7/7	CONTIN
74062 U 0 0	PERMIT	REPORT		OCCUR/				****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	MONTH	******	******	******	****			
BOD, CARBONACEOUS	SAMPLE							(19)			
05 DAY, 20C	MEASUREMENT		******		******	87	178			3/7	COMPOS
80082 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT		******	****	******	MO AVG	DAILY MX	MG/L		WEEK-	

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NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2006	06	01		2006	06	30
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) QUANTITY OR LOADING (46-53) AVERAGE	(54-61) MAXIMUM	UNITS	(4 Card Only) QUALITY OR CONCENTRATION (38-45) MINIMUM	(46-53) AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMEN	12	25	(26)	4	7	16	(19)	1	3/7	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	7/7	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMEN	******	******		86.0	86.0	******	(23)	1	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMEN	******	******		95.8	95.8	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)		615 859-4591	05 06 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 — PERMIT NUMBER
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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMEN	******	******		6.3	******	******	(19)	0	5/7	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMEN	******	******		7.1	******	7.4	(12)	0	5/7	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMEN	******	******		******	99	148	(19)	0	3/7	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMEN	11	18	(26)	4	6	13	(19)	0	3/7	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMEN	******	******		******	******	0.1	(25)	0	3/7	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMEN	0.3	0	(26)	0.1	0.1	0.1	(19)	0	3/7	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	3.0 WKLY AVG	4 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44 5 C	SAMPLE MEASUREMEN	******	******		******	22	156	(13)	0	3/7	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
Bobby G Winberry Operator
TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC 81001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years)

Bobby G Winberry Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE
AREA CODE NUMBER
615 859-4391

DATE
07 31 10
YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
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PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires 10-31-94

MONITORING PERIOD	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2006	07	01		2006	07	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION MINIMUM	AVERAGE (46-53)	MAXIMUM (54-61)	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
E.COLI, M-TEC-MF	SAMPLE MEASUREMEN	******	******		******	13	******	(13)	0	3/7	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMEN	0.359480645	0.7206	(03)	******	******	******		0	7/7	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMEN	0.369322581	0.496	(03)	******	******	******		0	7/7	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMEN	******	******		******	******			0	5/7	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK- DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	7/7	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	7/7	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	117	145	(19)	0	3/7	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER: Bobby E. Winfrey, Operator

TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years)

Bobby E. Winfrey, Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE: AREA CODE 615, NUMBER 859-4591

DATE: YEAR 07, MO 31, DAY 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
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(2-16) TN0027278 — PERMIT NUMBER
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MINOR
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EFFLUENT
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FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2006	07	01		2006	07	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61)			(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) (54-61)				NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMEN	5	7	(26)	2	2	3	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	10 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	7/7	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMEN	******	******		96.3	96.3	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMEN	******	******		98.6	98.6	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
BOBBY E WINSTON OPERATOR	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years)	Bobby E Winston Operator	615 859-4591	07 31 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

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MONITORING PERIOD

	YEAR	MO	DAY	YEAR	MO	DAY
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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.4	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.2	******	7.6	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	86	118	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	7	10	(26)	2	3	5	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/ WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.4	1	(26)	0.1	0.2	0.3	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	4.0 WKLY AVG	40 DAILY MX	MG/L		THREE/ WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	15	640	(13)	0	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/ WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

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TYPED OR PRINTED

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY: 06 08 10

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		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	14	******	(13)	0	3/1	GRAB
31648 1 0 0	PERMIT			****		126		#/		DAILY	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	GEO.MEAN	******	100 ML			
FLOW, IN CONDUIT OR	SAMPLE MEASUREMENT	0.401651	0.694	(03)	******	******	******		U	///	CONTIN
THRU TREATMENT PLANT								****			
50050 G 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
RAW SEW/INFLUENT	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******				
FLOW, IN CONDUIT OR	SAMPLE MEASUREMENT	0.399877	0.5559	(03)	******	******	******		U	///	CONTIN
THRU TREATMENT PLANT								****			
50050 1 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******				
CHLORINE, TOTAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/1	GRAB
RESIDUAL				****				****			
50060 1 0 0	PERMIT						0.25			WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	INST MAX	****		DAYS	
OVERFLOW USE,	SAMPLE MEASUREMENT	0	******	(93)	******	******	******		U	///	CONTIN
OCCURANCES								****			
74062 T 0 0	PERMIT	REPORT						****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	OCCUR/ MONTH	******	******	******				
OVERFLOW USE,	SAMPLE MEASUREMENT		******	(93)	******	******	******		U	///	CONTIN
OCCURANCES								****			
74062 U 0 0	PERMIT	REPORT						****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	OCCUR/ MONTH	******	******	******				
BOD, CARBONACEOUS	SAMPLE MEASUREMENT		******		******	110	240	(19)	U	3/1	COMPOS
05 DAY, 20C				****							
80082 G 0 0	PERMIT					REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT		******	****	******	MO AVG	DAILY MX	MG/L		WEEK-	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)

TELEPHONE: AREA CODE 615 NUMBER 859-4591

DATE: 06 08 10 (YEAR MO DAY)

TYPED OR PRINTED

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL

EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2006	08	01		2006	08	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	4	4	(26)	1	1	2	(19)	0	3/1	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT	0	******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		97.5	97.5	******	(23)	0	3/1	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		98.9	98.9	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40	85 MO AV MN		PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)

TELEPHONE: AREA CODE 615 NUMBER 859-4591

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TYPED OR PRINTED

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NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		6.7	******	******	(19)	0	5/1	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.0	******	7.4	(12)	0	5/1	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	87	132	(19)	0	3/1	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	10	17	(26)	3	5	10	(19)	0	3/1	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/1	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.5	1	(26)	0.2	0.2	0.5	(19)	0	3/1	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	6.0 WKLY AVG	4 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	24	279	(13)	0	3/1	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

Bobby E Winningham
OPERATOR

TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10 000 and or maximum imprisonment of between 6 months and 5 years.)

Bobby E Winningham
Operator

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE
AREA CODE NUMBER
615 859-4591

DATE
YEAR MO DAY
06 09 10

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DISCHARGE MONITORING REPORT (*DMR*)

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EFFLUENT
*** NO DISCHARGE [ ] ***

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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	14	******	(13)	0	3/ /	GRAB
31648 1 0 0	PERMIT			****		126		#/		DAILY	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	GEO.MEAN	******	100 ML			
FLOW, IN CONDUIT OR	SAMPLE			(03)							
THRU TREATMENT PLANT	MEASUREMENT	0.411293	0.8062		******	******	******			/ / /	CONTIN
50050 G 0 0	PERMIT	REPORT	REPORT					****	0	DAILY	CONTIN
RAW SEW/INFLUENT	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******	****			
FLOW, IN CONDUIT OR	SAMPLE			(03)							
THRU TREATMENT PLANT	MEASUREMENT	0.392023	0.521		******	******	******		U	/ / /	CONTIN
50050 1 0 0	PERMIT	REPORT	REPORT					****		DAILY	CONTIN
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	DAILY MX	MGD	******	******	******	****			
CHLORINE, TOTAL	SAMPLE										
RESIDUAL	MEASUREMENT	******	******		******	******			0	5/ /	GRAB
50060 1 0 0	PERMIT			****			0.25	****		WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	INST MAX	****		DAYS	
OVERFLOW USE,	SAMPLE			(93)							
OCCURANCES	MEASUREMENT		******		******	******	******		U	/ / /	CONTIN
74062 T 0 0	PERMIT	REPORT						****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	OCCUR/ MONTH	******	******	******	****			
OVERFLOW USE,	SAMPLE			(93)							
OCCURANCES	MEASUREMENT		******		******	******	******		U	/ / /	CONTIN
74062 U 0 0	PERMIT	REPORT						****		DAILY	CONTIN
SEE COMMENTS BELOW	REQUIREMENT	MO AVG	******	OCCUR/ MONTH	******	******	******	****			
BOD, CARBONACEOUS	SAMPLE							(19)			
05 DAY, 20C	MEASUREMENT		******		******	115	190		U	3/ /	COMPOS
80082 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT		******	****	******	MO AVG	DAILY MX	MG/L		WEEK-	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
BOBBY E. WINDRUM OPERATOR	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)	Bobby E Windrum Operator	615 859-4591	0 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

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NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
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MINOR
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EFFLUENT
*** NO DISCHARGE [ ] ***

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OMB No. 2040-0004
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BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	4	6	(26)	1	2	3	(19)	0	3//	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		96.4	96.4	******	(23)	0	3//	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		98.8	98.8	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
Bobby E Wenzler Operator	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)	Bobby E Wenzler Operator	615 859-4591	0 10
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DESIGN CAPACITY OF .25 MGD
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OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		7.1	******	******	(19)	0	5/ /	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK- DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.1	******	7.4	(12)	0	5/ /	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK- DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	93	302	(19)	0	3/ /	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	17	23	(26)	5	6	11	(19)	0	3/ /	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/ WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/ /	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/ WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	1.2	1	(26)	0.3	0.6	0.7	(19)	0	3/ /	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	4 MO AVG	6 WKLY AVG	LBS/DY	2 MO AVG	3.0 WKLY AVG	4 DAILY MX	MG/L		THREE/ WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	15	90	(13)	0	3/ /	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/ 100 ML		THREE/ WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
BOBBY G WINTHROP OPERATOR	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1001 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)	Bobby G Winthrop Operator	615 859-4591	
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DESIGN CAPACITY OF .25 MGD
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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	15	******	(13)	0	3/1	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.450681	0.7581	(03)	******	******	******		U	///	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.410623	0.505	(03)	******	******	******		0	///	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/1	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	0 ******	(93)	******	******	******		0	///	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	0 ******	(93)	******	******	******		0	///	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	143	389	(19)	U	3/1	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER: Bobby E. Winfrey Operator (TYPED OR PRINTED)

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)

Bobby E Winfrey Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLULTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2006	10	01		2006	10	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	8	11	(26)	2	3	5	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	10 MO AVG	83 WKLY AVG	LBS/DY	5 MO AVG	8 WKLY AVG	10 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		94.8	94.8	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		98.5	98.5	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER- CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

Bobby E. Winegeart OPERATOR

TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 1B USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)

Bobby E Winegeart Operator

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE YEAR MO DAY:

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LOCATION WILLIAMSON COUNTY (NBO TN 37215

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	MAXIMUM	UNITS	NO EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		7.0	******	******	(19)	0	5/7	GRAB
00300 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 INST MIN	******	******	MG/L		WEEK-DAYS	GRAB
PH	SAMPLE MEASUREMENT	******	******		7.1	******	7.8	(12)	0	5/7	GRAB
00400 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	6.0 MINIMUM	******	9.0 MAXIMUM	SU		WEEK-DAYS	GRAB
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	99	260	(19)	0	3/7	COMPOS
00530 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	******	******	**** ****	******	REPORT 30DA AVG	REPORT DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	15	43	(26)	4	5	8	(19)	0	3/7	COMPOS
00530 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	63 MO AVG	83 WKLY AVG	LBS/DY	30 MO AVG	40 WKLY AVG	45 DAILY MX	MG/L		THREE/WEEK	COMPOS
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.1	(25)	0	3/7	COMPOS
00545 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	1.0 DAILY MX	ML/L		THREE/WEEK	COMPOS
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	1.2	2	(26)	0.4	0.5	0.9	(19)	0	3/7	COMPOS
00610 1 W 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	10 MO AVG	16 WKLY AVG	LBS/DY	5 MO AVG	7.5 WKLY AVG	10 DAILY MX	MG/L		THREE/WEEK	COMPOS
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	12	93	(13)	0	3/7	GRAB
31616 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	200 30 DA GEO	1000 DAILY MX	#/100 ML		THREE/WEEK	GRAB

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
BOBBY E WINDRIX
OPERATOR
TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN; AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT. SEE 18 USC §1001 AND 33 USC § 1319 (Penalties under these statutes may include fines up to $10,000 and or maximum imprisonment of between 6 months and 5 years.)

Bobby E Windrix
operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE
AREA CODE NUMBER
615 859-4591

DATE
YEAR MO DAY
2006 11 10

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DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER
(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

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OMB No. 2040-0004
Approval expires 10-31-94

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		AVERAGE	MAXIMUM	UNITS	MINIMUM	AVERAGE	MAXIMUM	UNITS			
E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	12	******	(13)	0	3/7	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.465323	0.9739	(03)	******	******	******		U	///	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.434507	0.6055	(03)	******	******	******		U	///	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/7	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		U	///	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT		******	(93)	******	******	******		U	///	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	135	460	(19)	U	3/7	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER			TELEPHONE	DATE
BOBBY G WINTHROP OPERATOR	I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT. SEE 18 USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)	Bobby E Winthrop Operator	615 859-4591	2006 11 10
TYPED OR PRINTED		SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	AREA CODE NUMBER	YEAR MO DAY

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NASHVILLE TN 37204

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LOCATION WILLIAMSON COUNTY (NBO TN 37215

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DISCHARGE MONITORING REPORT (*DMR*)

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MINOR
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DESIGN CAPACITY OF .25 MGD
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*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD

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PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	7	8	(26)	2	2	4	(19)	0	3/1	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		95./	95./	******	(23)	0	3/1	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		98.5	98.5	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	SAMPLE MEASUREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
BOBBY E. WINTERS
OPERATOR
TYPED OR PRINTED

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Bobby E Winters
Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE
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OXYGEN, DISSOLVED (DO)	SAMPLE MEASUREMENT	******	******		7.1	******	******	(19)	0	5/ /	GRAB
00300 1 0 0	PERMIT			****	6.0					WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	INST MIN	******	******	MG/L		DAYS	
PH	SAMPLE MEASUREMENT	******	******		7.0	******	7.4	(12)	0	5/ /	GRAB
00400 1 0 0	PERMIT			****	6.0		9.0			WEEK-	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	MINIMUM	******	MAXIMUM	SU		DAYS	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	******	******		******	91	224	(19)	0	3/ /	COMPOS
00530 G 0 0	PERMIT			****		REPORT	REPORT			THREE/	COMPOS
RAW SEW/INFLUENT	REQUIREMENT	******	******	****	******	30DA AVG	DAILY MX	MG/L		WEEK	
SOLIDS, TOTAL SUSPENDED	SAMPLE MEASUREMENT	11	14	(26)	3	4	6	(19)	0	3/ /	COMPOS
00530 1 0 0	PERMIT	63	83		30	40	45			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
SOLIDS, SETTLEABLE	SAMPLE MEASUREMENT	******	******		******	******	0.4	(25)	0	3/ /	COMPOS
00545 1 0 0	PERMIT			****			1.0			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	******	DAILY MX	ML/L		WEEK	
NITROGEN, AMMONIA TOTAL (AS N)	SAMPLE MEASUREMENT	0.6	1	(26)	0.2	0.4	0.3	(19)	0	3/ /	COMPOS
00610 1 W 0	PERMIT	10	16		5	7.5	10			THREE/	COMPOS
EFFLUENT GROSS VALUE	REQUIREMENT	MO AVG	WKLY AVG	LBS/DY	MO AVG	WKLY AVG	DAILY MX	MG/L		WEEK	
COLIFORM, FECAL MF, M-FC BROTH, 44.5 C	SAMPLE MEASUREMENT	******	******		******	8	96	(13)	0	3/ /	GRAB
31616 1 0 0	PERMIT			****		200	1000	#/		THREE/	GRAB
EFFLUENT GROSS VALUE	REQUIREMENT	******	******	****	******	30 DA GEO	DAILY MX	100 ML		WEEK	

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER

BOBBY E WINFREY
OPERATOR

TYPED OR PRINTED

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Bobby E Winfrey
Operator

SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

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E.COLI, M-TEC-MF	SAMPLE MEASUREMENT	******	******		******	11	******	(13)	0	3/7	GRAB
31648 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	126 GEO.MEAN	******	#/ 100 ML		DAILY	GRAB
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.389187	0.6526	(03)	******	******	******		U	///	CONTIN
50050 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
FLOW, IN CONDUIT OR THRU TREATMENT PLANT	SAMPLE MEASUREMENT	0.418026	0.5252	(03)	******	******	******		U	///	CONTIN
50050 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	REPORT MO AVG	REPORT DAILY MX	MGD	******	******	******	**** ****		DAILY	CONTIN
CHLORINE, TOTAL RESIDUAL	SAMPLE MEASUREMENT	******	******		******	******			0	5/7	GRAB
50060 1 0 0 EFFLUENT GROSS VALUE	PERMIT REQUIREMENT	******	******	**** ****	******	******	0.25 INST MAX	**** ****		WEEK-DAYS	GRAB
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	******	******	******		U	///	CONTIN
74062 T 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
OVERFLOW USE, OCCURANCES	SAMPLE MEASUREMENT	0	******	(93)	******	******	******		U	///	CONTIN
74062 U 0 0 SEE COMMENTS BELOW	PERMIT REQUIREMENT	REPORT MO AVG	******	OCCUR/ MONTH	******	******	******	**** ****		DAILY	CONTIN
BOD, CARBONACEOUS 05 DAY, 20C	SAMPLE MEASUREMENT		******		******	119	208	(19)	U	3/7	COMPOS
80082 G 0 0 RAW SEW/INFLUENT	PERMIT REQUIREMENT		******	**** ****	******	REPORT MO AVG	REPORT DAILY MX	MG/L		THREE/ WEEK-	COMPOS

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER: Bobby G. Winsett Operator (TYPED OR PRINTED)

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION, I BELIEVE THE SUBMITTED INFORMATION IS TRUE ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1002 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10 000 and or maximu imprisonment of between 6 months and 5 years.)

Bobby G Winsett operator (SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT)

TELEPHONE AREA CODE NUMBER: 615 859-4591

DATE (YEAR MO DAY): 2006 12 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
BYPASS IS THE DIVERSION OF WASTE FROM ANY PORTION OF A TREATMENT FACILITY OR COLLECTION SYSTEM

PERMITTEE NAME/ADDRESS (*Include Facility Name/Location if different*)
NAME CARTWRIGHT CREEK U. D.
ADDRESS 2033 RICHARD JONES RD.
NASHVILLE TN 37204

FACILITY CARTWRIGHT CREEK U. D.
LOCATION WILLIAMSON COUNTY (NBO TN 37215

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (*NPDES*)
DISCHARGE MONITORING REPORT (*DMR*)

(2-16) TN0027278 PERMIT NUMBER

(17-19) 001 G DISCHARGE NUMBER

MINOR
(SUBR 04) B D
F - FINAL
DESIGN CAPACITY OF .25 MGD
EFFLUENT
*** NO DISCHARGE [ ] ***

FORM APPROVED
OMB No. 2040-0004
Approval expires10-31-94

MONITORING PERIOD

	YEAR	MO	DAY		YEAR	MO	DAY
FROM	2006	12	01		2006	12	31
	(20-21)	(22-23)	(24-25)		(26-27)	(28-29)	(30-31)

NOTE: Read instructions before completing this form.

PARAMETER (32-37)		(3 Card Only) (46-53) QUANTITY OR LOADING (54-61) AVERAGE	MAXIMUM	UNITS	(4 Card Only) (38-45) QUALITY OR CONCENTRATION (46-53) MINIMUM	AVERAGE	(54-61) MAXIMUM	UNITS	NO. EX (62-63)	FREQUENCY OF ANALYSIS (64-68)	SAMPLE TYPE (69-70)
BOD, CARBONACEOUS 05 DAY, 20C 80082 1 S 0 EFFLUENT GROSS VALUE	SAMPLE MEASUREMENT	8	11	(26)	2	3	5	(19)	0	3/7	COMPOS
	PERMIT REQUIREMENT	21 MO AVG	83 WKLY AVG	LBS/DY	10 MO AVG	15 WKLY AVG	20 DAILY MX	MG/L		THREE/ WEEK	COMPOS
BYPASS OF TREATMENT 80998 T 0 0 SEE COMMETS BELOW	SAMPLE MEASUREMENT		******	(93)	******	******	******		0	///	CONT
	PERMIT REQUIREMENT	REPORT MO TOTAL	******	OCCUR/ MONTH	******	******	******	**** ****		CONTIN UOUS	OCCURS
SOLIDS, SUSPENDED PERCENT REMOVAL 81011 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		96.5	96.5	******	(23)	0	3/7	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		THREE/ WEEK	CALCTD
BOD, CARBONACEOUS PERCENT REMOVAL 81383 K 0 0 SEE COMMENTS BELOW	SAMPLE MEASUREMENT	******	******		98.1	98.1	******	(23)	0	1/30	CALCTD
	PERMIT REQUIREMENT	******	******	**** ****	40 MA % REM	85 MO AV MN	******	PER-CENT		ONCE/ MONTH	CALCTD
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										
	SAMPLE MEASUREMENT										
	PERMIT REQUIREMENT										

NAME/TITLE PRINCIPAL EXECUTIVE OFFICER
BOBBY G. WINDROW
OPERATOR
TYPED OR PRINTED

I CERTIFY UNDER PENALTY OF LAW THAT I HAVE PERSONALLY EXAMINED AND AM FAMILIAR WITH THE INFORMATION SUBMITTED HEREIN, AND BASED ON MY INQUIRY OF THOSE INDIVIDUALS IMMEDIATELY RESPONSIBLE FOR OBTAINING THE INFORMATION I BELIEVE THE SUBMITTED INFORMATION IS TRUE, ACCURATE AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT SEE 18 USC &1003 AND 33 USC & 1319 (Penalties under these statutes may include fines up to $10,000 and or maximu imprisonment of between 6 months and 5 years.)

Bobby G. Windrow
Operator
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT

TELEPHONE
AREA CODE NUMBER
615 859-4591

DATE
YEAR MO DAY
2006 12 10

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)
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ATTACHMENT H

Internal Sheaffer Communication on Treatment System Alternatives

You replied on 6/9/08 5:09 PM.
Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Bruce E. Meyer

From: James Gaspar **Sent:** Sun 6/8/08 2:49 PM
To: Bruce E. Meyer
Cc: Arijit Sarkar; Nathan B. Hinch; Robert I. Cochrane; Scott Davis
Subject: New Cartwright Creek Design Basis
Attachments: Grasslands Desgn Basis - Influent Data.xls(29KB)

Bruce:

Let me know what you think of this - I need to send a design basis to Enviroquip for a new Cartwright Creek MBR system.

Jim

Suggested Design Basis

Assumes a substantial portion of the stormwater flow (0.108 - 0.539 MGD) is permanently eliminated

Base Load, existing system:
0.353 MGD @ 131 mg/l BOD (387 lb/day) = Base flow + I&I that cannot be eliminated
Allow for stormwater flow that could not be eliminated, equal to base flow, or 0.353 MGD

Future Growth: 0.250 MGD @ 220 mg/l BOD (460 lb/day) - This equates to an additional 714 homes.

Total Base Flow: 0.603 MGD @ 168 mg/l BOD (847 lb/day) (existing 0.353 MGD + 0.250 MGD from New Homes)
Stormwater surge of 0.353 MGD allowed; therefore Peak Flow = 0.956 MGD (1.0 MGD)

Two, parallel 0.3 MGD MBR units, with storm surge capability to 1.0 MGD

Note that currently, with storm surge, flow goes to 1.25 MGD.

See attached spreadsheet

<<Grasslands Desgn Basis - Influent Data.xls>>

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Bruce E. Meyer

From: James Gaspar **Sent:** Sat 5/31/08 10:42 AM
To: *Bruce E. Meyer; Arijit Sarkar*
Cc: *Nathan B. Hinch; Robert I. Cochrane; Scott Davis; Larry J. LeDay*
Subject: FW: Potential MBR Projects in TN and IL
Attachments: MBR Inquiry Form.doc(411KB) EQ Brochure e-Version.pdf(552KB) The Hamptons GA Case Study.pdf (51KB) Chino Valley, AZ.pdf(85KB) Delphos OH Case Study.pdf(106KB) Fairview UT Case Study.pdf (81KB) McFarland Creek Case Study.pdf(82KB) Rolling Hills, CA Case Study.pdf(66KB) Star Idaho CaseStudy.pdf(71KB) References - US Plants Operational 0.1 to 0.5 less than.pdf(31KB)

Here is a bunch of literature from Enviroquip. As I stated previously, I think they will be much more cost effective than GE-Zenon.

We need to establish our design basis and get it to them.

-----Original Message-----
From: Berggruen Stephen [mailto:Steve.Berggruen@glv.com]
Sent: Thursday, May 29, 2008 8:26 PM
To: James Gaspar
Cc: Robert B. Curie; Harold G. Wolff; Supica Damone
Subject: Potential MBR Projects in TN and IL

Jim:

Thank you for spending some time with me on the phone this morning to discuss your potential MBR applications in Illinois and Tennessee.

As you collect plant data from the Tennessee project, I thought that it would be helpful to send you one of our MBR Inquiry Forms. The document outlines some of the basic information that we use to prepare preliminary proposal information. For your reference and use, I've also included some other information such as an electronic version of our MBR brochure along with some case studies and reference lists.

We look forward to working with you on your projects as they continue to develop. If you have any questions or require additional information, please feel free to contact me. Also, if you ever feel that an MBR presentation is required, I would be happy to do that as well.

Best regards,

Steve Berggruen, P.E.

Regional Sales Manager - Membrane Bioreactors

Enviroquip, a Division of Eimco Water Technologies

Phone: 414-475-6459

Fax: 414-475-6459

http://www.qlv.com

http://www.enviroquip.com

Enviroquip
a division of Eimco Water Technologies

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Bruce E. Meyer

From: James Gaspar **Sent:** Fri 5/30/08 5:21 PM
To: Nathan B. Hinch; Arijit Sarkar; Bruce E. Meyer
Cc: Scott Davis; Robert I. Cochrane; Larry J. LeDay
Subject: FW: Quote 2058 UF.doc
Attachments: Quote 2058 UF.doc(43KB) Containerized IM System General Specifications v112006.pdf(28KB) Chris Berhost (chris@rodisystems.com).vcf(541B)

This quote looks promising. The direct application would be for Baywood (or another lagoon system that we wanted to have improved final filtration). The nice thing about these is that they are prepackaged and pump-through sytems, so they are easy to add on to the end of a lagoon.

This could be used at Cartwright Creek, but we would have to design and supply the aeration/anoxic basins. If we can get a design basis together, EIMCO (Envirquip) will quote a complete MBR system that should be pretty low in cost (half to 2/3 the cost of GE Zenon).

From: Chris Berhost [mailto:chris@rodisystems.com]
Sent: Fri 5/30/2008 11:59 AM
To: James Gaspar
Subject: Quote 2058 UF.doc

<<...>>

No virus found in this outgoing message.
Checked by AVG.
Version: 7.5.524 / Virus Database: 269.24.3/1472 - Release Date: 5/29/2008 7:27 AM

You replied on 5/30/08 5:07 PM.

Bruce E. Meyer

From: James Gaspar **Sent:** Thu 5/29/08 8:05 AM
To: Bruce E. Meyer
Cc: Arijit Sarkar; Nathan B. Hinch; Robert I. Cochrane; Scott Davis
Subject: RE: Cartwright Creek Data
Attachments:

Bruce:

I still need the data. We have to form a design basis. The stormwater flows are a key issue because the BOD in the influent is being diluted and can get so dilute that it can have an adverse impact on the operation of any biological plant. We need to determine if we can get the stormwater under control (i.e., out of the system) or not.

A 250,000 gpd system @ 220 mg/l BOD with wet weather flows to 500,000 gpd (reasonable design basis) is less than half the cost of a 500,000 gpd system @ 75 mg/l BOD with wet weather flow to over 1 MGD (the current plant with no room for expansion).

[James Gaspar] -----Original Message-----
From: Bruce E. Meyer
Sent: Tuesday, May 27, 2008 7:15 PM
To: James Gaspar
Cc: Arijit Sarkar; Nathan B. Hinch; Robert I. Cochrane; Scott Davis
Subject: RE: Cartwright Creek Data

Jim,

Although I'm going to send you the historical influent/effluent data, when we first talked about it I kind of wondered what value it has for any future design. I agree that the issue at Cartwright Creek is both leaky sewers and storm water flow tied in. It's been no secret. I've been telling everyone, in-house and outside, that our base flow should be around 150,000 gpd and that our maximum is over 1 mgd.

I know the Cartwright Creek service area and commercial customers pretty well and have spent a lot of time looking for visible sources. I've walked the main parts of the system, watched the 2003 videos, and tried correlating weather data with the flow. About a year ago I received a quote from a company that does nothing but wet weather sewer investigations for municipalities and tracks down sources. We can't afford to hire them. Delmar and I are planning to go out every time it rains and begin popping manholes to see if we can spot lines with major sources. We're hoping for some "low hanging fruit". We need to "smoke test" lines, but there is also and expense and a risk associated with this.

We have 495 residential customers and 30 commercial customers. Many of the residential are 2 or 3 bedroom town homes. Most of the rest of the homes are not large, say 3 or 4 bedrooms. Based upon water use, our commercial customers give us somewhere around 25,000 gpd. So even if we'd assume 250 gpd/unit for the residences, we'd have somewhere around 150,000 gallons/day. On the driest of days during last years drought we still had at least 190,000 gpd, with still wide fluctuations up to say 250,000 gpd without rain.

Now in April 2008, it was wet, but didn't rain every day. The average daily influent flow was 597,000 gpd. It never was below 340,000 gallons/day. There were many days above 400,000 gpd.

When it rains really hard, Cartwright Creek turns into a rapids. The water is very muddy. But, our influent flow never has the high suspended solids you'd expect if we were getting all creek water during these events. So it is probably some illicit storm drains or a large field at the school or churches tied in that we see during rain.

I'll get back to you on the Thompson's Station comments. You raise very good points.

Thanks,

Bruce

From: James Gaspar
Sent: Sat 5/24/08 12:22 PM
To: Bruce E. Meyer
Cc: Arijit Sarkar; Nathan B. Hinch; Robert I. Cochrane; Scott Davis
Subject: FW: Cartwright Creek Data

Bruce:

Further to my comment in the previous e-mail:

The Cartwright Creek influent data for April averages 77 mg/l cBOD5 and 51 mg/l TSS. This is extremely dilute!
The M&E data for influent is between 110 and 220 (weak to medium) mg/l BOD and 100 to 220 mg/l TSS.
Cortland is running 144 mg/l BOD and 151 mg/l TSS. We know Cortland has an I&I problem. The stormwater infiltration ranges from 25% to 100% of the influent flow. Cortland's actual influent strength is medium wastewater - if we divide 144/.70 (assume 30% dilution due to I&I on the sampling day) we get 206 mg/l BOD and 151/.70 = 216 mg/l TSS.

Cartwright Creek may have much more than an I&I problem. Based on the data you provided, I would venture to say that Cartwright Creek has a stormwater collection system that discharges into the sanitary sewer system.
If we assume that Cartwright Creek, like Cortland, has medium strength wastewater, then, the stormwater contribution is at least 65% to 75% of the flow (220-77)/220; (220-51)/220, during dry periods (when most of the data was taken in April); i.e., the stormwater + I&I contribution is 3 to 4 times the base flow under the best scenarios and as much as 11 times the base flow under peak flow conditions. I estimate that the true wastewater (base) flow is about 150,000 gpd. If this is correct, then you should be looking for stormwater collection pipe tie in points - not just leaky pipe joints/cracked pipes. The solution may then be to separate the stormwater collection system from the sanitary sewage collection system - a far different task than sealing leaky pipes.

Do you have the connected customer count for Cartwright Creek? The population of Cartwright Creek? The total PE load on the system?

I have provided some M&E data on septage. It doesn't take much septage to overload the capacity of the TSB system. TSB is designed for 500,000 GPD at 204 mg/l BOD, or 850 lb/day BOD. Septage ranges from an average of 6,000 to as much as 30,000 mg/l BOD. If we assume that the typical honey wagon holds about 2,000 gallons then as few as 1-1/2 to 8 truckloads a day of hauled septage could bring TSB to its capacity.

Finally, I've attached some M&E data on primary screen performance in reducing influent TSS and BOD loads. It would appear that the best performing microscreens can remove 80-90% of grit, 40-50% of TSS and 25-30% of BOD (uncomminuted influent). For Cartwright Creek this would be about 220 lb day of combined TSS and BOD (grit is insignificant), or 100 ft3/per month (3.5 to 4 cu yds) at 64.3 lb/ft3 dewatered density (1.03 sp. gr.) Not bad - one medium rolloff box per month that would have to be limed before going to the landfill. We would get about a 1/3 reduction in organic and solids load on the plant.

If we needed to look at staging the construction, we might put in the screen and a new lift station first, then the new MBR.

If we can't fix the stormwater infiltration problem then we might want to consider the microscreen, new lift station, a stormwater diversion holding basin, repairing the existing package plant and adding post-treatment Nitrate and Phosphorous removal IX beds. We don't need a whole lot of treatment due to the extreme dilution we are getting.

We are having Bluewater Technologies visit us on June 2 to present their newest primary screen technologies as well as IX resins for removing Nitrates and Phosphorous from effluent.

Jim

-----Original Message-----
From: James Gaspar
Sent: Friday, May 23, 2008 6:49 PM
To: Bruce E. Meyer
Subject: RE: Cartwright Creek Data

How do you get a (plastic, I assume) milk jug into a closed sanitary sewer system? Do you think this might be a combined sewer system and we pick up stormwater from somewhere?

> -----Original Message-----
> **From:** Bruce E. Meyer
> **Sent:** Friday, May 23, 2008 2:06 PM
> **To:** James Gaspar
> **Subject:** RE: Cartwright Creek Data
>
> Jim,
>
> CBOD5.
>
> Cartwright Creek has no primary treatment, no screen, no grinder. We have plastics floating everywhere. Of course there are pump problems related to trash. Pump Number One plugged the other day and Del got it working again by operating the shutoff valves and the pump. He later noticed half of a milk jug floating on the surface of the clarifier.
>
> It needs to be addressed as part of the upgrade.
>
> Bruce
>
> ---
>
> **From:** James Gaspar
> **Sent:** Fri 5/23/08 12:10 PM
> **To:** Bruce E. Meyer
> **Cc:** Nathan B. Hinch; Arijit Sarkar
> **Subject:** RE: Cartwright Creek Data
>
> This is just about right. Is the BOD data CBOD, BOD5?
>
> What kind of primary treatment does Cartwirght Creek have? Influent screen? Primary clarifier (I don't thnk so)?
>
> ---
>
> **From:** Bruce E. Meyer
> **Sent:** Fri 5/23/2008 9:13 AM
> **To:** James Gaspar
> **Cc:** Nathan B. Hinch; Arijit Sarkar
> **Subject:** Cartwright Creek Data

Jim,

The operator at Cartwright, Bobby Winfrey, has monthly reports containing all of the data he collects and related test results. I was about to make hard copies and send them to you (see attached April 2008 example). I checked with Bobby and he has all of these on separate Excel files by month. He's going to download the reports from January 2007 to the present on to a flash drive this weekend and give it to us on Tuesday. Bobby is usually a day or so late on this type of request, so I'm assuming it will be mid week, then I can email them to you.

Please take a look at the attached and let me know if this is too much/too little. I'm assuming we'll be able to combine everything into one Excel file, which should help facilitate the evaluation.

Bruce

Bruce E. Meyer

From: James Gaspar **Sent:** Sat 5/24/08 1:13 PM
To: 'chris@rodisystems.com'
Cc: Bruce E. Meyer
Subject: FW: UF and MBR applications for Sheaffer
Attachments:

Chris:

I forgot to give you the flow for case 3. It should be 150,000 gpd.

For case 1, if we can get the stormwater infiltration under control, we might be able to get the design flow down to 300,000 gpd (2 x 150,000). If we can't, then we can cut the design influent concentrations to 30% of what we have listed below, i.e., influent BOD goes from 264 to 80, influent TSS goes from 300 to 100, etc.

Regards,

Jim

[James Gaspar]
-----Original Message-----
From: James Gaspar
Sent: Sunday, May 18, 2008 10:12 PM
To: chris@rodisystems.com
Cc: Arijit Sarkar; Robert I. Cochrane; Scott Davis; Nathan B. Hinch
Subject: UF and MBR applications for Sheaffer

Chris:

I enjoyed speaking with you late Friday. As we discussed, here are a few applications we have that might be good fits for your UF and MBR systems.

1. Tennessee

We need to replace a 250,000 gpd package plant. New capacity will be 500,000 gpd; can be accomplished with two 50% capacity 250,000 gpd systems. Domestic sewage only - no industrial. There may also need to be surge capacity at the front end up to an additional 500,000 gallons of stormwater. We would supply the aerobic reactor and surge capacity. It will either be two, nominal 250,000 gpd activated sludge reactors (set up for MBR service) or a Sheaffer partial mix deep lagoon. You would supply the UF system to complete the MBR. We design our systems to maximize opportunities for water re-use; and try to minimize discharge.

Influent

Flow - 250,000 gpd x 2 = 500,000 gpd
Wet weather flow 1,000,0000 gpd (surge capacity needed at front end)
BOD - 264 mg/l
TSS - 300 mg/l
TKN - 40 mg/l
Tot. P - 7 mg/l

Effluent - Discharge Limits

CBOD5 - 5 mg/l summer
CBOD5 - 10 mg/l winter
NH4-N - 2 mg/l summer
NH4-N - 5 mg/l winter
Total N - 3 mg/l (future)
Total P - 0.3 mg/l (future)

Effluent - Re-Use Limits

BOD5 - 10 mg/l
TSS - 10 mg/l
Total Inorganic N - <15 mg/l
Nitrite - <1 mg/l
Nitrate - <8 mg/l
Ammonia N - <1 mg/l
Total P - <1 mg/l
Sodium - 50 mg/l
Chloride - 70 mg/l
E. Coli - 23 ct/100ml
Fecals - 20 ct/100ml
Turbidity < 3 NTU

Please provide a preliminary sizing of the UF system along with a budgetary price and a drawing showing approximate overall dimensions and utility requirements.

2. Delaware

This is an existing partial mix lagoon system - two cells in series; one about 7 MM gallon capacity the other about 18 MM gallon capacity. We want to increase the capacity of the system to 500,000 gpd from the currently permitted 50,000 gpd. We a looking for a pressurized UF system to process the effluent from these lagoons. This is a total re-use system - no discharge. The treated water is used to irrigate a golf course. We are very interested in bringing a pilot unit to this site for testing in the near future.

Influent
Domestic Sewage + Restaurants
Flow - 500,000 gpd
BOD - 220 mg/l
TSS - 300 mg/l
TKN - 40 mg/l
Tot. P - 7 mg/l

Effluent - Re-Use Limits

BOD5 - 10 mg/l
TSS - 10 mg/l
Turbidity < 4 NTU
Currently a 1 mg/l Cl residual is required

Please provide schedule and terms for bringing a pilot unit to the facility for testing. Also, please provide preliminary sizing of the UF system along with a budgetary price and a drawing showing approximate overall dimensions and approximate utility requirements.

3. Illinois - MBR system

Influent
Domestic sewage
BOD5 - 264 mg/l
TSS - 300 mg/l
TKN - 40 mg/l
Total P - 7 mg/l

Effluent - Re-use as irrigation on golf course
A storage basin for 150 days of on spec treated water will be provided by Sheaffer
BOD - 10 mg/l
TSS - 10 mg/l
Total N - < 10 mg/l
Total P - < 2 mg/l

Please provide preliminary sizing of the MBR system along with a budgetary price and a drawing showing approximate overall dimensions and approximate utility requirements.

Please call or e-mail with any questions. I look forward to working with you.

Best regards,

Jim Gaspar
630-446-4080 ext 306
jgaspar@sheafferinternational.com
Sheaffer International, LLC
800 Roosevelt Road, Building C, Suite 20
Glen Ellyn, IL 60137

You replied on 5/27/08 6:13 PM.
Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Bruce E. Meyer

From: James Gaspar **Sent:** Sat 5/24/08 12:22 PM
To: Bruce E. Meyer
Cc: Arijit Sarkar; Nathan B. Hinch; Robert I. Cochrane; Scott Davis
Subject: FW: Cartwright Creek Data
Attachments: M&E data on priamry screen removal efficiencies.pdf(417KB) M&E influent compostion ranges.pdf(413KB) M&E septage data.pdf(198KB) Cortland Influent 4-10-08.pdf(46KB) Cortland Influent Data 4-10-08.PDF (210KB)

Bruce:

Further to my comment in the previous e-mail:
The Cartwright Creek influent data for April averages 77 mg/l cBOD5 and 51 mg/l TSS. This is extremely dilute!
The M&E data for influent is between 110 and 220 (weak to medium) mg/l BOD and 100 to 220 mg/l TSS. Cortland is running 144 mg/l BOD and 151 mg/l TSS. We know Cortland has an I&I problem. The stormwater infiltration ranges from 25% to 100% of the influent flow. Cortland's actual influent strength is medium wastewater - if we divide 144/.70 (assume 30% dilution due to I&I on the sampling day) we get 206 mg/l BOD and 151/.70 = 216 mg/l TSS.

Cartwright Creek may have much more than an I&I problem. Based on the data you provided, I would venture to say that Cartwright Creek has a stormwater collection system that discharges into the sanitary sewer system.
If we assume that Cartwright Creek, like Cortland, has medium strength wastewater, then, the stormwater contribution is at least 65% to 75% of the flow (220-77)/220; (220-51)/220, during dry periods (when most of the data was taken in April); i.e., the stormwater + I&I contribution is 3 to 4 times the base flow under the best scenarios and as much as 11 times the base flow under peak flow conditions. I estimate that the true wastewater (base) flow is about 150,000 gpd. If this is correct, then you should be looking for stormwater collection pipe tie in points - not just leaky pipe joints/cracked pipes. The solution may then be to separate the stormwater collection system from the sanitary sewage collection system - a far different task than sealing leaky pipes.

Do you have the connected customer count for Cartwright Creek? The population of Cartwright Creek? The total PE load on the system?

I have provided some M&E data on septage. It doesn't take much septage to overload the capacity of the TSB system. TSB is designed for 500,000 GPD at 204 mg/l BOD, or 850 lb/day BOD. Septage ranges from an average of 6,000 to as much as 30,000 mg/l BOD. If we assume that the typical honey wagon holds about 2,000 gallons then as few as 1-1/2 to 8 truckloads a day of hauled septage could bring TSB to its capacity.

Finally, I've attached some M&E data on primary screen performance in reducing influent TSS and BOD loads. It would appear that the best performing microscreens can remove 80-90% of grit, 40-50% of TSS and 25-30% of BOD (uncomminuted influent). For Cartwright Creek this would be about 220 lb day of combined TSS and BOD (grit is insignificant), or 100 ft3/per month (3.5 to 4 cu yds) at 64.3 lb/ft3 dewatered density (1.03 sp. gr.) Not bad - one medium rolloff box per month that would have to be limed before going to the landfill. We would get about a 1/3 reduction in organic and solids load on the plant.

If we needed to look at staging the construction, we might put in the screen and a new lift station first, then the new MBR.

If we can't fix the stormwater infiltration problem then we might want to consider the microscreen, new lift station, a stormwater diversion holding basin, repairing the existing package plant and adding post-treatment Nitrate and Phosphorous removal IX beds. We don't need a whole lot of treatment due to the extreme dilution we are getting.

We are having Bluewater Technologies visit us on June 2 to present their newest primary screen technologies as well as IX resins for removing Nitrates and Phosphorous from effluent.

Jim

-----Original Message-----
From: James Gaspar
Sent: Friday, May 23, 2008 6:49 PM
To: Bruce E. Meyer
Subject: RE: Cartwright Creek Data

How do you get a (plastic, I assume) milk jug into a closed sanitary sewer system? Do you think this might be a combined sewer system and we pick up stormwater from somewhere?

-----Original Message-----
From: Bruce E. Meyer
Sent: Friday, May 23, 2008 2:06 PM
To: James Gaspar
Subject: RE: Cartwright Creek Data

Jim,

CBOD5.

Cartwright Creek has no primary treatment, no screen, no grinder. We have plastics floating everywhere. Of course there are pump problems related to trash. Pump Number One plugged the other day and Del got it working again by operating the shutoff valves and the pump. He later noticed half of a milk jug floating on the surface of the clarifier.

It needs to be addressed as part of the upgrade.

Bruce

From: James Gaspar
Sent: Fri 5/23/08 12:10 PM
To: Bruce E. Meyer
Cc: Nathan B. Hinch; Arijit Sarkar
Subject: RE: Cartwright Creek Data

This is just about right. Is the BOD data CBOD, BOD5?

What kind of primary treatment does Cartwirght Creek have? Influent screen? Primary clarifier (I don't thnk so)?

From: Bruce E. Meyer
Sent: Fri 5/23/2008 9:13 AM
To: James Gaspar
Cc: Nathan B. Hinch; Arijit Sarkar
Subject: Cartwright Creek Data

Jim,

The operator at Cartwright, Bobby Winfrey, has monthly reports containing all of the data he collects and related test results. I was about to make hard copies and send them to you (see attached April 2008 example). I checked with Bobby and he has all of these on separate Excel files by month. He's going to

download the reports from January 2007 to the present on to a flash drive this weekend and give it to us on Tuesday. Bobby is usually a day or so late on this type of request, so I'm assuming it will be mid week, then I can email them to you.

Please take a look at the attached and let me know if this is too much/too little. I'm assuming we'll be able to combine everything into one Excel file, which should help facilitate the evaluation.

Bruce

You forwarded this message on 7/22/08 10:47 AM.
Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Bruce E. Meyer

From: Higgins, Dan (GE Infra, Water) [Dan.Higgins@ge.com] **Sent:** Tue 7/15/08 4:17 PM
To: James Gaspar
Cc: Bruce E. Meyer; ballen@southernsalesinc.com; mansonc@southernsalesinc.com
Subject: FW: 212731 Cartwright Creek WWTP - Proposal for Review
Attachments: Proposal for Cartwright Creek WWTP.pdf(529KB)

Hi Jim,

This is the MBR proposal for the design conditions we discussed. Please let us know if you need to look at any other conditions.

Best wishes,

From: Kanji, Rahim (GE Infra, Water)
Sent: Tuesday, July 15, 2008 4:02 PM
To: Higgins, Dan (GE Infra, Water)
Subject: RE: 212731 Cartwright Creek WWTP - Proposal for Review

Dan,

PDF'd proposal attached.

Let me know if you need anything else.

Have a good night,

Rahim

Rahim Kanji, B.A.Sc.

GE Infrastructure

Water & Process Technologies

Applications Engineering - APAC

ZENON Membrane Solutions

T: 905 465 3030 x 3534

F: 905 465 3050

E: rahim.kanji@ge.com

3239 Dundas Street West

Oakville, ON L6M 4B2 Canada

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I updated the process design with the recent new influent parameters, but kept the flows at the higher, original rate. I have not included any biological process equipment in our scope, but have created a table with some suggested equipment and tank volumes under the "Customer Scope" section. Hopefully this is what they were looking for. I have also made mention of the anticipated sludge wasting rate as requested.

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Bruce E. Meyer

From: James Gaspar **Sent:** Mon 6/23/08 7:38 AM
To: Bruce E. Meyer
Cc: Arijit Sarkar; Larry J. LeDay; Nathan B. Hinch; Robert I. Cochrane; Scott Davis
Subject: FW: Grasslands WWTP, TN
Attachments: References - Operational 0.5 Greater.pdf(75KB) Flux Enhancer with examples 6-22-08.pdf(2MB)

Looks like the installed price is going to be over $4MM. We really need to look hard at converting the the existing package plant into an aerobic sludge digester in order to save money.

Jim

-----Original Message-----
From: Berggruen Stephen [mailto:Steve.Berggruen@glv.com]
Sent: Sunday, June 22, 2008 7:44 PM
To: James Gaspar
Cc: Steve M. Truitt
Subject: RE: Grasslands WWTP, TN

Jim:

I'm out of the office until mid-week, but I've attached some basic responses in RED.

Steve

From: James Gaspar [mailto:jgaspar@sheafferinternational.com]
Sent: Sat 6/21/2008 11:10 AM
To: Berggruen Stephen
Cc: Steve M. Truitt; Supica Damone; Arijit Sarkar; Bruce E. Meyer; Larry J. LeDay; Nathan B. Hinch; Robert I. Cochrane; Scott Davis
Subject: RE: Grasslands WWTP, TN

Steve,

Thanks for the budgetary proposal. This appears to pass our initial screening criteria, but I have a few questions.

What does the budgetary price of $2.2 MM include? The $2.2M budget price includes all equipment and services listed in the scope of supply. I want to assume that you would be supplying everything in the proposal as shop fabricated skids or modules delivered to the site, but I'm not sure. So,

1. Are the basins included in this pricing? No. Are they steel or concrete? For this size plant the tanks are typically concrete.

2. I assume site preparation, soil borings and any backfill/compaction for foundations are by us, but what about foundation designs and foundation installation- whose scope is that? All foundation design, tank design, etc. is by others. How many additional outlying pads are needed for blowers, etc., or are these mounted on platforms above the basins? Typically, pads are required for the blowers and pumps

3. I assume all equipment, instruments and valves are included, but are they pre-installed in the modules/basins, or are they supplied as individual instruments, separate small skids and pipe spools that have to be installed/assembled on site in field erected basins? These items are all shipped loose for field assembly.

4. It looks like you will be supplying fine screens (3 mm?) for primary treatment. Where would these be located The fine screens are usually mounted in an open channel upstream of the splitter box.and what ancillary equipment is required for handling the screenings? Screenings conveyor and washer Is this ancillary equipment supplied by Enviroquip? No. What about WAS handling outside the basins? Typically sent to a sludge holding basin (by others)

5. What are the electrical construction requirements? For motors, I see: 1 @ 0.3 HP, 4 @ 14 HP, 2 @ 4.3 HP, 3 @ 7.5 HP, 3 @ 50 HP, 1 @ 1 HP. Is Enviroquip supplying the motor starters (No MCC or VFDs) and wiring from starters to motors, or would an MCC and wiring along with incoming power supply and disconnects be in our scope? Yes, in your scope.

6. I see a PLC. Is Enviroquip supplying a complete control system, including a panel with all I/O, PLC and MMI interface? Yes Who is responsible for wiring from devices to the PLC cabinet? Electrical contractor. Does Enviroquip wire instruments to centralized J-boxes in the facility? No Are we talking individual wiring back to the house or Ethernet network? Individual wiring.

7. A lot of operating costs have been estimated, but I don't see an estimate of the WAS production rate. This is something that I'm trying to get a handle on for MBR systems - to understand how much lower the WAS wasting rate can be relative to conventional activated sludge. WAS disposal can be a significant portion of the operating cost. Our preliminary WAS estimate is 8,300 gpd at 1% solids and 0.80 MGD estimated Max Month Flow (MMF). Less at lower flows.

8. Do you have references we can talk to who have operating systems? Reference list attached.

9. If we wanted to "pretty it up" by making the basins look like a part of a building, can Enviroquip provide any design ideas/guidance? We don't typically get involved with the building design and layout. Are we nominally looking at basins outside and a separate building for control room and MAC, or is it more efficient and cost effective to put the control room, MCC, blowers, chemical feeds in a second story on top of the basins? We have seen this done both ways – single story and two story as well. Our website shows some of the past configurations. Ideally, we do like to see the membrane basins in a building or at the very least outside and covered to protect from blown-in debris with the blowers, pumps, control room, chemical feed, etc. in a building..

Bottom line, help me understand what a good total installed cost estimate would be for your system - is it the $2.2 MM? Our plant in Star, ID was built complete for about $9 per gallon (Average Flow) a few years back. I would guess that the Grasslands projects would go for about $10 - $11 per gallon in 2007 or about $6M - $7M installed at 0.61 MGD

We can get additional influent data, such as water temperatures, influent TKN, TN, TP and alkalinity.. This will be a big help since items like min temperatures **and durations** have a big impact on the design and costs.

We like the Energy Pro and Storm Master features. Need more information on cost/benefit ratio of the MPE50 cationic polymer. Can we really reduce the system capital and operating costs in our case? I've attached some examples of MPE50 applications. We can review future as the project moves forward and additional data becomes available. At what stage is this project?

How soon can you reply with answers to my questions?

Best regards,

Jim

jgaspar@sheafferinternational.com

630-446-4080 x306

-----Original Message-----
From: Berggruen Stephen [mailto:Steve.Berggruen@glv.com]
Sent: Friday, June 20, 2008 4:24 PM
To: James Gaspar
Cc: Steve M. Truitt; Supica Damone
Subject: Grasslands WWTP, TN

Jim:

Thank you for the opportunity to provide a preliminary proposal for the Grasslands project. Note that the attached information is preliminary at this time, but it gives you a general idea about the Enviroquip MBR system layout. The proposed design also has the ability to handle peak flows of up to 1.6 MGD (PDF and PHF) which will aid in addressing your I&I issues.

If this project continues to move forward, we will probably run more detailed process simulations, including BioWin, to optimize the design and the plant layout. This is our normal practice for projects requiring very high effluent quality such as the Grasslands, but in the interest of time, I wanted to get back with you with this preliminary information.

The budget equipment price for this design, based on the attached scope of supply, is $2,200,000.

If you have any questions or require additional information, please feel free to contact me.

Best regards,

Steve Berggruen, P.E.

Regional Sales Manager - Membrane Bioreactors

Enviroquip, a Division of Eimco Water Technologies

Phone: 414-475-6459

Fax: 414-475-6459

http://www.glv.com

http://www.enviroquip.com

Enviroquip
a division of Eimco Water Technologies

From: James Gaspar [mailto:jgaspar@sheafferinternational.com]
Sent: Sunday, June 15, 2008 1:05 PM
To: Berggruen Stephen
Cc: Robert B. Curie; Harold G. Wolff; Supica Damone; Bruce E. Meyer; Arijit Sarkar; Delmar Reed; Nathan B. Hinch; Scott Davis; Robert I. Cochrane
Subject: RE: Potential MBR Projects in TN and IL

Steve,

I have put some data together for an MBR to replace the existing Clow package plant at our Grasslands facility in Tennessee. I believe the old Clow plant was sized for 250 to 300,000 gpd. The Clow plant is old and needs to be replaced in order give us increased capacity and to meet more stringent effluent standards (both for discharge and for re-use). Our biggest challenge in developing the design basis is establishing how much stormwater and I&I we can eliminate from the system. Please refer to the attachments for data. We are nominally looking at two parallel 0.3 MGD systems (0.6 MGD total) with total storm surge capacity to at least 1.0 MGD. Effluent quality has to be very good. We have criteria for

both discharge and re-use.

Let me know if you have any questions or need additional data - I have given you almost all that we have. Can you have at least something preliminary together by the end of the week?

Best regards,

Jim Gaspar

-----Original Message-----
From: Berggruen Stephen [mailto:Steve.Berggruen@glv.com]
Sent: Thursday, May 29, 2008 8:26 PM
To: James Gaspar
Cc: Robert B. Curie; Harold G. Wolff; Supica Damone
Subject: Potential MBR Projects in TN and IL

Jim:

Thank you for spending some time with me on the phone this morning to discuss your potential MBR applications in Illinois and Tennessee.

As you collect plant data from the Tennessee project, I thought that it would be helpful to send you one of our MBR Inquiry Forms. The document outlines some of the basic information that we use to prepare preliminary proposal information. For your reference and use, I've also included some other information such as an electronic version of our MBR brochure along with some case studies and reference lists.

We look forward to working with you on your projects as they continue to develop. If you have any questions or require additional information, please feel free to contact me. Also, if you ever feel that an MBR presentation is required, I would be happy to do that as well.

Best regards,

Steve Berggruen, P.E.

Regional Sales Manager - Membrane Bioreactors

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Bruce E. Meyer

From: James Gaspar **Sent:** Sat 6/21/08 12:20 PM
To: Bruce E. Meyer; Arijit Sarkar; Larry J. LeDay; Nathan B. Hinch; Robert I. Cochrane; Scott Davis
Cc:
Subject: Enviroquip budget price
Attachments:

All:

My guess is that the $2.2 MM cost estimate is not for a complete, installed system.

My back of napkin estimate is $3.72 to $4.96 MM installed, based on 0.62 MGD with storm surge capability to 1.6 MGD.

The stormwater flow accommodation is what is really driving the overall capital cost of the project.

My rough breakdown:

$2.2MM x 1.5 for installation cost = $3.3 MM

Concrete basins (assuming its not in their price): 575 cu yds (walls are 18" thick, floor is 12" thick) x $750/yd (lots of re-bar in these walls) = $430,000.

Sheaffer Design - site work, basin design, electrical, controls = $200,000 (have to farm out structural, electrical and controls)

If we need additional primary solids handling and WAS handling, add $150,000 - $250,000 for outbuildings for rain and odor control and minimal dewatering equipment (for example, plate & frame filter press for WAS).

If we need a new control building/MCC, add $100,000 (could be second story on top of basins)

Depending on how much WAS they estimate, we might be able to consider a sludge elimination system. I'm thinking if the WAS is less than 500 gpd @ 3% solids , the maximum size of the SES would be 3, 12 ft dia concrete wet wells, about 23 ft total depth with 20 ft working depth (30 days HRT per wet well). If this could go in for under $750,000 ($250,000 per wet well, including mixer and coarse bubble aeration 7 ft above the bottom) we could reduce the sludge by up to 85% and only waste sludge once or twice a year. Note that with alum addition to the MBR for phosphorous removal, we will have inorganic waste sludge to eventually remove from the system, which may impact the 85% sludge reduction rate.

The actual sludge wasting rate might end up being more like 3,000 to 10,000 gpd. In that case, we might consider investing in an aerobic digester, with a 10-15 day HRT to get on the order of another 40-50% reduction in sludge volume. We ought to be able to do a 50 - 150,000 gallon digester tank with aeration/pumps for $150,000 to $500,000 installed.

Jim

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Bruce E. Meyer

From: James Gaspar **Sent:** Sun 6/15/08 1:10 PM
To: Bruce E. Meyer
Cc: Arijit Sarkar; Nathan B. Hinch; Robert I. Cochrane; Scott Davis
Subject: RE: New Cartwright Creek Design Basis
Attachments: Grasslands Desgn Basis - Influent Data.xls(29KB) Enviroquip custom designs.pdf(190KB) Enviroquip effluent quality.pdf(208KB)

Bruce:

I corrected the spreadsheet to 495 homes; now the design basis has better agreement with the actual data.

Enviroquip can design their units with a sludge digester section that can be put into operation as additional treatment during storm surge events - no external storm surge equalization required. I think peak storm flow is 2X normal design flow. See attachments.

Jim

From: Bruce E. Meyer
Sent: Monday, June 09, 2008 5:56 PM
To: James Gaspar
Cc: Arijit Sarkar; Nathan B. Hinch; Robert I. Cochrane; Scott Davis
Subject: RE: New Cartwright Creek Design Basis

Jim,

Looks good in general. .

We have 495 residential customers, your spreadsheet has 395. I think overall your PE will be the same though, because you used 4 per unit, for a total of 1580. Look at the spreadsheet sent earlier today. Our bedrooms average 3.25 per unit at Cartwright Creek. Many of these units are small 2 bedroom town homes or older, modest 3 bedroom homes with 1 or 2 people. So even if we'd say one person per bedroom, there would be 1609 PE.

Although our Spring was wet, we haven't had rain for over a week and it has been 90 degrees+ and sunny. Unlike the midwest everything has dried up in a hurry, including the small creeks feeding Cartwright Creek. Even so, we are still seeing about 400,000 gallons per day flow Thursday, Friday and over the weekend. If we assume the 495 homes each at 300 gallons/day (probably high) and the commercial properties are at 25,000 gallons per day, our total influent without I&I should be 175,000 gallons/day. So infiltration is 225,000 gallons/day!! Or 156 gpm continuously. This is very hard to fathom. Both of our flow meters, influent and effluent, agreed within 15%. We'll keep looking for the source of this non-storm flow. I've overlooked something big. It's got to be in the clay pipe near the plant and close to the river.

The design on your spreadsheet if I read it right is: Total flow, 600,000 gpd. BOD5 load of 847 lbs/day (168 mg/l)

If I look at it from another angle and assume 220 mg/l BOD5 from each home and an average flow per unit of 350 gpd = 0.642 lbs BOD/day/unit
Then the system could handle, in terms of BOD5, 1319 units, including commercial. At 350 gpd/unit each this would be 462,000 gpd.

So we need to reduce non-storm event I&I to approximately 150,000 gpd. I believe your spreadsheet allowed 170,000 gpd. Less infiltration or less flow per home than that is a bonus capacity.

The storm peaks are another problem. I think it is reasonable to assume we can get the peaks to less

than 1 MGD, but I'd like to get them lower if we can.

How do they handle the peak flow storm surge? Equalization or? What would be the peak gpm rate they could put through the 600.000 gpd nominal system?
Your spreadsheet looks good to give to the supplier to start working through numbers and costs. We can always tweak it as we go.

Thanks,

Bruce

From: James Gaspar
Sent: Sun 6/8/08 2:49 PM
To: Bruce E. Meyer
Cc: Arijit Sarkar; Nathan B. Hinch; Robert I. Cochrane; Scott Davis
Subject: New Cartwright Creek Design Basis

Bruce:

Let me know what you think of this - I need to send a design basis to Enviroquip for a new Cartwright Creek MBR system.

Jim

Suggested Design Basis

Assumes a substantial portion of the stormwater flow (0.108 - 0.539 MGD) is permanently eliminated

Base Load, existing system:
0.353 MGD @ 131 mg/l BOD (387 lb/day) = Base flow + I&I that cannot be eliminated
Allow for stormwater flow that could not be eliminated, equal to base flow, or 0.353 MGD

Future Growth: 0.250 MGD @ 220 mg/l BOD (460 lb/day) - This equates to an additional 714 homes.

Total Base Flow: 0.603 MGD @ 168 mg/l BOD (847 lb/day) (existing 0.353 MGD + 0.250 MGD from New Homes)
Stormwater surge of 0.353 MGD allowed; therefore Peak Flow = 0.956 MGD (1.0 MGD)

Two, parallel 0.3 MGD MBR units, with storm surge capability to 1.0 MGD

Note that currently, with storm surge, flow goes to 1.25 MGD.

See attached spreadsheet

<<Grasslands Desgn Basis - Influent Data.xls>>

Attachments can contain viruses that may harm your computer. Attachments may not display correctly.

Bruce E. Meyer

From: James Gaspar **Sent:** Sun 6/15/08 1:04 PM

To: 'Berggruen Stephen'

Cc: Robert B. Curie; Harold G. Wolff; Supica Damone; Bruce E. Meyer; Arijit Sarkar; Delmar Reed; Nathan B. Hinch; Scott Davis; Robert I. Cochrane

Subject: RE: Potential MBR Projects in TN and IL

Attachments: Grasslands Desgn Basis - Influent Data.xls(29KB) MBR Inquiry Form.doc(409KB) Grasslands Existing Site Map.pdf(928KB) Existing permit-New permit-Aux water standards.doc(44KB)

Steve,

I have put some data together for an MBR to replace the existing Clow package plant at our Grasslands facility in Tennessee. I believe the old Clow plant was sized for 250 to 300,000 gpd. The Clow plant is old and needs to be replaced in order give us increased capacity and to meet more stringent effluent standards (both for discharge and for re-use). Our biggest challenge in developing the design basis is establishing how much stormwater and I&I we can eliminate from the system. Please refer to the attachments for data. We are nominally looking at two parallel 0.3 MGD systems (0.6 MGD total) with total storm surge capacity to at least 1.0 MGD. Effluent quality has to be very good. We have criteria for both discharge and re-use.

Let me know if you have any questions or need additional data - I have given you almost all that we have. Can you have at least something preliminary together by the end of the week?

Best regards,

Jim Gaspar

> -----Original Message-----
> **From:** Berggruen Stephen [mailto:Steve.Berggruen@glv.com]
> **Sent:** Thursday, May 29, 2008 8:26 PM
> **To:** James Gaspar
> **Cc:** Robert B. Curie; Harold G. Wolff; Supica Damone
> **Subject:** Potential MBR Projects in TN and IL
>
> Jim:
>
> Thank you for spending some time with me on the phone this morning to discuss your potential MBR applications in Illinois and Tennessee.
>
> As you collect plant data from the Tennessee project, I thought that it would be helpful to send you one of our MBR Inquiry Forms. The document outlines some of the basic information that we use to prepare preliminary proposal information. For your reference and use, I've also included some other information such as an electronic version of our MBR brochure along with some case studies and reference lists.
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> We look forward to working with you on your projects as they continue to develop. If you have any questions or require additional information, please feel free to contact me. Also, if you ever feel that an MBR presentation is required, I would be happy to do that as well.

Best regards,

Steve Berggruen, P.E.

Regional Sales Manager - Membrane Bioreactors

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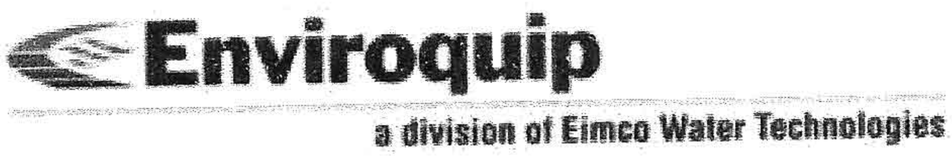

You replied on 6/14/08 5:01 PM.

Bruce E. Meyer

From: James Gaspar **Sent:** Sat 6/14/08 12:01 PM
To: Bruce E. Meyer
Cc:
Subject: RE: Cartwright Creek Effluent Standards
Attachments:

Enviroquip has 3 levels of effluent quality they can design to with their MBRs:

Level 1, BOD = < 5 mg/l; Ammonia = < 1 mg/l, Total N = < 10 mg/l, Phosphorous < 1 mg/l (with chemical coagulation)

Level 2, BOD = < 5 mg/l; Ammonia = < 1 mg/l, Total N = < 7 mg/l, Phosphorous < 0.5 mg/l (with chemical coagulation)

Level 3, BOD = < 5 mg/l; Ammonia = < 1 mg/l, Total N = < 3 mg/l, Phosphorous < 0.1 mg/l (with chemical coagulation)

We might have to go to their Level 3 in the design to be assured of meeting the future Harpeth River standards. All the more reason to get the stormwater separated from the sanitary to make the treatment plant as small as practical.

Don't forget - the stormwater must be coming in through some stormwater catch basins - those are the only types of inlets that will allow plastic milk bottles , branches, etc. into the system.

Jim

-----Original Message-----
From: Bruce E. Meyer
Sent: Tuesday, June 10, 2008 9:01 AM
To: James Gaspar
Subject: FW: Cartwright Creek Effluent Standards

Jim,

An additional item on the Cartwright Creek design and flow. Our new permit will probably limit the nutrients as well as tighten up BOD and solids loads. Here's the earlier memo with the expected limits.

If we aren't allowed to increase the mass loading into the Harpeth River, then all the discharge concentrations are cut in half. How good is the discharge from the MBR?

Thanks,

Bruce

From: Bruce E. Meyer
Sent: Thu 5/8/08 6:17 PM
To: James Gaspar
Cc: Nathan B. Hinch; Arijit Sarkar; Scott Davis
Subject: Cartwright Creek Effluent Standards

Jim,

Attached for your use and our discussion is a table with the existing permit limits and a guess at what the future limits could be for N, P, and others.

I've also included the Williamson County reuse standards, which we would have to meet if we were to use the water on golf courses or other greenspace.

Bruce

Petition of Cartwright Creek, LLC to Change and Increase Rates and Charges
Docket No. 09-00056
Response to TRA Staff Data Request No. 2

ATTACHMENT I

I. 1 Maintenance Detail Summaries 2006 - 2008

I. 2 Maintenance Invoices 2006 - 2008

Cartwright Creek LLC
Detailed Analyis of Repair Expense
For the Calender Year Ended December 31, 2006

731 Repairs & Maint to plant

		Date	Debit	Credit	Balance
731 Repairs & Maint to plant					0
A/P TECHNICA	Invoice: 1014 / repair pump	31-Jan	1116		
A/P BOUCHARD	Invoice: D2124 / repair blower mtr	15-Feb	551.8		
A/P BOUCHARD	Invoice: D2662 / repair sludge line	28-Feb	918.94		
A/P BOUCHARD	Invoice: D2462 / pump repair	28-Feb	6927.61		
A/P TECHNICA	Invoice: 1015 / lab faucet repair	13-Mar	552.95		
A/P TECHNICA	Invoice: 1016 / flow meter repair	19-Apr	965.75		
A/P BOUCHARD	Invoice: D2903 / clean pump	30-Apr	5120		
A/P WINFREY	Invoice: 050106 / lawn maint	1-May	75		
A/P WARNER	Invoice: 32460 / analysis	3-May	220		
A/P WARNER	Invoice: 32481 / analysis	5-May	110		
A/P TECHNICA	Invoice: 1017 / repair pump	10-May	497.25		
A/P BOUCHARD	Invoice: D3790 / sludge line repair	13-May	1102.38		
A/P BOUCHARD	Invoice: D4229 / sludge line repair	25-May	1703.61		
A/P WINFREY	Invoice: 060106 / lawn maint	1-Jun	150		
A/P BOUCHARD	Invoice: D4515 / service lines	9-Jun	2042.91		
A/P TECHNICA	Invoice: 1019 / repairs	26-Jun	427.5		
A/P BOUCHARD	Invoice: D4755 / blow line / pump	30-Jun	4497.09		
A/P WINFREY	Invoice: 070106 / yard maint	1-Jul	225		
A/P TECHNICA	Invoice: 1020 / repair influent pump	14-Jul	435		
A/P BOUCHARD	Invoice: D5378 / blow out sludge	31-Jul	2673.04		
A/P WINFREY	Invoice: 080106 / lawn maint plant	1-Aug	150		
A/P BOUCHARD	Invoice: D5672 / repair bubble system	16-Aug	565.2		
A/P TECHNICA	Invoice: 1021 / replace pump	29-Aug	1075		
A/P WINFREY	Invoice: 090106 / grass cut & trim	1-Sep	300		
A/P TECHNICA	Invoice: 1022 / repair chart recorde	13-Sep	255		
A/P BOUCHARD	Invoice: D5549 / blow sludge	20-Sep	1380.45		
A/P BOUCHARD	Invoice: D6460 / blow out sludge	27-Sep	975.15		
A/P BOUCHARD	Invoice: D6833 / clean pump	31-Oct	3061.41		
A/P TECHNICA	Invoice: 1023 / meter repair	3-Nov	700		
A/P BOUCHARD	Invoice: B0057 / intall	8-Nov	1531.58		

Cartwright Creek LLC
Detailed Analyis of Repair Expense
For the Calender Year Ended December 31, 2006

731 Repairs & Maint to plant

		Date	Debit	Credit	Balance
	blower				
A/P BOUCHARD	Invoice: B0774 / clean pump	30-Nov	2514		
GEN 2006	Record payments from First American Title for Instiform Technologies	31-Dec	66922.9		
A/P BOUCHARD	Invoice: B0563 / unstop pumps	30-Nov	2470.48		
			---	---	---
	**** Ending Balance		112213	0	112213

Cartwright Creek LLC
Detailed Analyis of Repair Expense
For the Calender Year Ended December 31, 2007

731 Repairs & Maint to plant

			Debit	Credit	Balance
A/P BOUCHARD	Invoice: B1362 / blow out & clean pum	31-Jan	2436.65		
A/P BOUCHARD	Invoice: B1667 / blow out sludge line	31-Jan	4242.55		
A/P BOUCHARD	Invoice: B2332 / repair blower	28-Feb	4097.06		
A/P TECHNICA	Invoice: 1024 / repair pump	23-Mar	450		
A/P TECHNICA	Invoice: 1025 / pump repair	3-Apr	655		
A/P WINFREY	Invoice: 040307 / cut grass at plant	3-Apr	100		
A/P TECHNICA	Invoice: 1026 / supplies	13-Apr	2450		
A/P TECHNICA	Invoice: 1027 / repair pump	23-Apr	525		
A/P WINFREY	Invoice: 050107 / lawn maint	1-May	100		
A/P TECHNICA	Invoice: 1028 / water line repair	9-May	325		
A/P BOUCHARD	Invoice: B3741 / clean sludge	31-May	3737.75		
A/P WINFREY	Invoice: 060107 / lawn maint plant	1-Jun	400		
A/P BOUCHARD	Invoice: B4318 / install valves	15-Jun	1799.14		
A/P BOUCHARD	Invoice: B4417 / repair controls	15-Jun	509.96		
A/P REP	Invoice: 19602 / blower	22-Jun	3755.92		
A/P TECHNICA	Invoice: 1029 / repairs	25-Jun	1312		
A/P BOUCHARD	Invoice: B3198 / clean pumps	30-Jun	1491.11		
A/P BOUCHARD	Invoice: B3744 / pump repair	30-Jun	10901.69		
A/P WINFREY	Invoice: 070107 / lawn maint	1-Jul	100		
A/P WINFREY	Invoice: 070107 / lawn maint	1-Jul	100		
A/P WINFREY	Void: 070107	2-Jul		100	
A/P TECHNICA	Invoice: 1030 / repair sludge pump	12-Jul	950		
A/P BOUCHARD	Invoice: B5149 / install blower	19-Jul	578.03		
A/P TECHNICA	Invoice: 1031 / chlorinator repair	24-Jul	500		
A/P BOUCHARD	Invoice: B5146 / repair clearifier	26-Jul	9967		
A/P BOUCHARD	Invoice: B5288 / repair blower	26-Jul	1221.32		
A/P BOUCHARD	Invoice: B5367 / blow sludge	26-Jul	1349.67		
A/P BOUCHARD	Invoice: B5492 / blow sludge line	31-Jul	856.94		
A/P BOUCHARD	Invoice: B5656 / blow sludge	30-Aug	1159.69		
A/P BOUCHARD	Invoice: B5785 / repair pump lift sta	30-Aug	4270.72		
A/P BOUCHARD	Invoice: B5954 / pump	30-Aug	2978		

Cartwright Creek LLC
Detailed Analyis of Repair Expense
For the Calender Year Ended December 31, 2007

731 Repairs & Maint to plant

			Debit	Credit	Balance
	around tank				
A/P BOUCHARD	Invoice: B6065 / repair blower motor	31-Aug	856.11		
A/P BOUCHARD	Invoice: B6219 / blow sludge	31-Aug	616.45		
A/P BOUCHARD	Invoice: B6221 / repair pump lift st	31-Aug	438.7		
A/P WINFREY	Invoice: 090307 / maint at plant	3-Sep	100		
A/P TECHNICA	Invoice: 1032 / meter repairs	7-Sep	1025		
A/P BOUCHARD	Invoice: B6220 / repair wall fan	27-Sep	1933.32		
A/P BOUCHARD	Invoice: B6705 / clean pump bubble sy	28-Sep	1470.9		
A/P BOUCHARD	Invoice: B4483 / clean lift st pump	30-Sep	732.6		
A/P WINFREY	Invoice: 100107 / lawn maint plant	1-Oct	100		
A/P TECHNICA	Invoice: 1033 / alarm sys pump stat	2-Oct	1050		
A/P BOUCHARD	Invoice: B6310 / blow sludge	25-Oct	1113.39		
A/P BOUCHARD	Invoice: J0057 / pumps lift station	31-Oct	775.5		
A/P TECHNICA	Invoice: 1034 / elec repair	1-Nov	775		
A/P WINFREY	Invoice: 110107 / plant maint yard	1-Nov	200		
A/P TECHNICA	Invoice: 1035 / repair influent	12-Nov	1055		
A/P BOUCHARD	Invoice: J0565 / blow line ck pumps	20-Nov	2329.53		
GEN 2005	Sheaffer INV 100927 for consulting, tax prep, taxes paid, repairs	30-Jun	1664.45		
GEN 2007	Record payments from First American Title for Instiform Technologies	30-Jun	9628.2		
GEN 1195	INV 100927 SHEAFFER Consulting, Accounting, Plant Maint	14-Aug	2203.45		
GEN 1195REV	Reverse to correct date	14-Aug		2203.45	
GEN 2004	Sheaffer INV 100927 Bill for consulting, tax return prep, taxes paid, repairs	4-Sep	1664.45		
GEN 2004REV	Reverse 2004 for incorrect date	4-Sep		1664.45	
---	---	---			
**** Ending Balance			93052.25	3967.9	89084.35

Cartwright Creek LLC
Detailed Analyis of Repair Expense
For the Calender Year Ended December 31, 2008

731 Repairs & Maint to plant

			Debit	Credit	Balance
A/P TECHNICA	Invoice: 1036 / calibration of meter	11-Feb	650.00		
A/P BOUCHARD	Invoice: J2240 / blow sludge out	21-Feb	7,216.00		
A/P WINFREY	Invoice: 050108 / lawn maint plant	1-May	225.00		
A/P ROCK CIT	Invoice: 270022 / furnas repair	23-May	489.59		
A/P WINFREY	Invoice: 060108 / grass cut plant	2-Jun	400.00		
A/P WINFREY	Invoice: 060108 / grass cut plant	2-Jun	400.00		
A/P WINFREY	Void: 060108	2-Jun		400.00	
A/P BOUCHARD	Invoice: J5191 / pump motor	26-Jun	4,087.90		
A/P BOUCHARD	Invoice: J5273 / repair controls/pump	26-Jun	655.20		
A/P WINFREY	Invoice: 070108 / lawn maint plant	1-Jul	200.00		
A/P TECHNICA	Invoice: 1037 / repair clorinator	24-Jul	2,300.00		
A/P WINFREY	Invoice: 080108 / yard maint	1-Aug	200.00		
A/P BOUCHARD	Invoice: J3224 / digester repair	12-Aug	8,780.64		
A/P WINFREY	Invoice: 090108 / lawn maint	1-Sep	300.00		
A/P BOUCHARD	Invoice: J7465 / lift station water	30-Sep	475.57		
A/P WINFREY	Invoice: 100108 / lawn maint	1-Oct	200.00		
A/P TECHNICA	Invoice: 1038 / supplies	14-Oct	260.00		
A/P WINFREY	Invoice: 110108 / lawn maint plant	1-Nov	200.00		
A/P WINFREY	Invoice: 110108 / Lawn maint plant	1-Nov	200.00		
A/P WINFREY	Void: 110108	1-Nov		200.00	
A/P BOUCHARD	Invoice: K0375 / pump control	20-Nov	454.75		
A/P BOUCHARD	Invoice: K0511 / clean pump ck contro	30-Nov	762.40		
A/P BOUCHARD	Invoice: K0811 / new motor install	15-Dec	3,334.04		
---	---	---			
	**** Ending Balance		31791.09	600.00	31191.09

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INVOICE DATE	7/31/06	INVOICE NUMBER	D5378
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKEN	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINES		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AT PLANT AS INSTRUCTED		
		PULL SPRAY LINE IN TANK & CLEAN OUT FITTING		
		JOB ON 7-12-06		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	2,673.04

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	6/30/06	INVOICE NUMBER	D4755
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKRON	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT LINE & PULL PUMP		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AT PLANT ON 6-6-06		
		PULL & CLEAN OUT SEWAGE PUMP IN LIFT STATION AT PLANT		
		REINSTALL & TEST RUN		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	4,497.09

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	5/25/06	INVOICE NUMBER	D4229
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
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NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKRON	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AT PLANT AS INSTRUCTED		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,703.61

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	6/09/06	INVOICE NUMBER	D4515
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BOBBY WINFREY	ROBERT COCKEN	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT LINE & BELTS		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AT PLANT AS		
		INSTRUCTED		
		INSTALL FOUR NEW BELTS ON BLOWER		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	2,042.91

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	5/13/06	INVOICE NUMBER	D3790
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
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NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-ROBERT	ROBERT COCKRON	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE IN TANK		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AS INSTRUCTED		
		SEE ATTACHED		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,102.38

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Industrial Sales

Foundry Division
Iron Construction Castings

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Name	CARTWRIGHT CREEK UTILITY			Date	5/15/06
Address	2033 RICHARD JONES RD.			Rep	PAT SMITH
City	FRANKLIN	State TN	Zip 37215	Terms	NET 10TH PROX
Phone	383-9070	Fax 383-1522		FOB	SHIP POINT
				Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention:
JBS Invoice #: D3790
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

BLOW OUT SLUDGE LINE
SERVICE CALL TO BLOW OUT SLUDGE LINE TANK AS INSTRUCTED & ALIGN MOTOR & BLOWER.

labor -		$570.00
materials		$532.38
	Subtotal	$1,102.38
	Tax	
	Invoice Total	$1,102.38

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

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INVOICE DATE	4/30/06	INVOICE NUMBER	D2903
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
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SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-ROBERT	ROBERT COCKRAN	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE & CLEAN OUT PUMP		
		SERVCIE CALL TO BLOW OUT SLUDGE LINE TANK AS INSTRUCTED		
		PULL SEWAGE PUMP IN LIFT STATION & CLEAN OUT		
		CHECK BUBBLE CONTROL ON PUMPS		
		JOB ON 3-1-06		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	5,120.00

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Industrial Sales

Foundry Division
Iron Construction Castings

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Name	CARTWRIGHT CREEK UTILITY			Date	5/3/06
Address	2033 RICHARD JONES RD.			Rep	PAT SMITH
City	FRANKLIN	State TN	Zip 37215	Terms	NET 10TH PROX
Phone	383-9070	Fax 383-1522		FOB	SHIP POINT
				Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention:
JBS Invoice #: D2903
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

BLOW OUT SLUDGE LINE & CLEAN OUT PUMP
SERVICE CALL TO BLOW OUT SLUDGE LINE TANK AS INSTRUCTED & PULLED BLOWER MOTOR AND REPAIRED TO NEW CONDITION AND REINSTALLED & TEST RAN.
LABOR & MATERIALS - $2,308.35

SERVICE CALL TO CHECK BUBBLE CONTROLS ON PUMP & UNCLOG PUMP CAUSING AIR LOCK
LABOR & MATERIALS -$474.60

CLEAN OUT PUMPS AT LIFT STATION
SERVICE CALL TO PULL SEWAGE PUMP IN LIFT STATION & CLEAN OUT, PULL VOLUTE AND BRING TO SHOP TO REPAIR CRACKS & REINSTALL & TEST RUN PUMP.
LABOR & MATERIALS - $2,337.05

labor -	$3,973.75
materials	$1,146.25
Subtotal	$5,120.00
Tax	
Invoice Total	$5,120.00

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

John Bouchard & Sons Company

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INVOICE DATE	2/28/06	INVOICE NUMBER	D2462
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		PULL & PUMPS & MOTORS		
		EMERGENY SERVICE CALL TO PUMP DOWN FLOOD LIFT STATION		
		PULL PUMPS & MOTORS TO DRY OUT		
		REINSTALL & TEST RUN PUMPS		

Job 730.5
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	6,927.61

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	2/28/06	INVOICE NUMBER	D2662
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-ROBERT	ROBERT COCKRON	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AS INSTRUCTED		

Job 730.5
Sub#
Approval
Calculations
Paid OK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	918.94

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	2/15/06	INVOICE NUMBER	D2124
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
CARTWRIGHT CREEK UTILITY
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NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR BLOWER MOTOR		
		SERVICE CALL TO PULL & REPAIR BLOWER MOTOR		
		REINSTALL & ALIGN & TEST RUN		

Job 730.50
Sub#
Approval
Calculations
Paid CK# 2209 2-22-06

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	551.80

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	12/15/05	INVOICE NUMBER	D0764
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO

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NASHVILLE, TN 37215

SHIP TO

CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	VIA
ROBERT	BOBBY-ROBERT COCKRAN	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE IN TANK		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AS INSTRUCTED		

Job 730.50

Sub#

Approval

Calculations

Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,729.03

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	9/30/05	INVOICE NUMBER	Q6446
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

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NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR BLOWER & MOTOR		
		SERVICE CALL TO PULL & INSTALL CUSTOMER BLOWER		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	5,490.08

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	9/30/05	INVOICE NUMBER	Q6447
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
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SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR SEWAGE PUMP		
		SERVICE CALL TO PULL & REPAIR SEWAGE PUMP IN LIFT STATION		
		TOTAL OF TWO SEWAGE PUMPS AND MOTORS		
		REPLACE ONE SAMPLER PUMP IN LAB		

Job 730.50
Sub#
Approval
Calculations
Paid CK# 2175

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	13,917.43

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	9/23/05	INVOICE NUMBER	Q6239
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
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SHIP TO
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FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR BLOWER AT PLANT		
		SERVICE CALL TO REPAIR NO.2 BLOWER CONTROLS & BELTS ON ALL BLOWER		
		ALIGN BLOWER & TEST RUN		

Job 730.50
Sub#
Approval
Calculations
Paid CK# 2175

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	4,595.32

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	10/31/05	INVOICE NUMBER	D0145
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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SHIP TO
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PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR AIR CONDITION IN BUILDING		
		SERVICE CALL TO REPAIR AIR CONDITION UNIT IN BUILDING AS INSTRUCTED		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	119.85

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	10/31/05	INVOICE NUMBER	D0207
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN CLEARFIER TANK AT PLANT		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	888.04

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	8/12/05	INVOICE NUMBER	Q5349
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
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SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL--BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT LINE IN TANK		
		SERVCIE CALL TO BLOW OUT LINE ON CLEARFIER TANK AS INSTRUCTED		
		ALIGN BLOWER AND MOTOR AND INSTALL BELTS		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	3,257.37

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	7/22/05	INVOICE NUMBER	Q5070
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
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NASHVILLE, TN 37215

SHIP TO
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FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR NO.1 BLOWER ALIGNMENT & 2 CHECK		
		SERVICE CALL TO REPAIR NO.1 BLOWER ALIGNMENT AS INSTRUCTED		
		REPAIR NO.2 BLOWER CHECK VALVE		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	2,474.75

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	9/15/05	INVOICE NUMBER	Q6175
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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SHIP TO
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FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR AIR CONDITION		
		SERVICE CALL TO CHECK AIR CONDITION AT PLANT		

Job 730.50
Sub#
Approval
Calculations
Paid CK# 2140

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	119.85

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	7/22/05	INVOICE NUMBER	Q5114
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
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SHIP TO
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FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR CONTROLS AT OLD NATCHEZ		
		SERVICE CALL TO REPAIR CONTROLS ON SEWAGE PUMP AT OLD NATCHEZ		
		GOLF COURSE IN LIFT STATION BEHIND CLUB HOUSE		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,476.42

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	6/08/05	INVOICE NUMBER	Q4154
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
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PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR NO.3 BLOWER & CHECK VALVE		
		SERVICE CALL TO PULL & REPAIR NO.3 BLOWER AT SEWER PLANT		
		PULL CHECK VALVE FOR BLOWER & REPLACE BLOWER & VALVE & TEST RUN		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	4,407.13

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	6/30/05	INVOICE NUMBER	Q4487
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOB	BOB WINFREY	CUSTOMER PICK UP

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT AIR LINE		
		SERVICE CALL TO CLEAN OUT AIR LINE		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	747.63

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	4/30/05	INVOICE NUMBER	Q3539
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT LINE & DIGESTER LINE		
		SERVICE CALL TO CLEAN RETURN LINE & DIGESTER LINE IN TANK		
		JOB ON 4-4-05		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,956.89

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	3/15/05	INVOICE NUMBER	Q2078
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
21405JD	JODELL	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		WELD BRACE IN TANK AT PLANT		
1.00			6,200.0000	6,200.00
		SERVICE CALL TO WELD IN BRACE IN TANK AT MAIN PLANT		
		AS PER DRAWING		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	573.50	FREIGHT	0.00	TOTAL DUE	6,773.50

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	4/22/05	INVOICE NUMBER	Q3305
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT SLUDGE RETURN LINE		
		SERVICE CALL TO BLOW OUT SLUDGE RETURN LINE IN TANK AS INSTRUCTED		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,418.00

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	2/28/05	INVOICE NUMBER	Q1693
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR BLOWER AT PLANT		
		SERVICE CALL TO PULL & REPAIR BLOWER AT MAIN PLANT		

Job 730.50
Sub#
Approval
Calculations
Paid OK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	5,685.02

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	4/15/05	INVOICE NUMBER	Q3323
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	ROGER AMMONS		
DIVISION	MECHANICAL		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
RIVER REST SUBDEVISON
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
21405 JD	BOBBY WINFREY	JOB SITE

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CARTWRIGHT CREEK		
		DIG UP 8 IN.D.I.AIR PIPE WHERE IT COMES OUT OF BLDG.AND GOES		
		INTO GROUND FEEDING TANK		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	2,631.00

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	3/15/05	INVOICE NUMBER	Q2764
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR SEWAGE PUP AT NATCHEZ TRACE GOLF		
1.00			367.2800	367.28
		SERVICE CALL TO REPAIR PUMP AT NATCHEZ TRACE GOLF COURSE		
		REINSTALL PUMP & TEST RUN		

Job 730.50
Sub#
Approval
Calculations
Paid CK# 2049 4-11-05

SALES TAX	FREIGHT	TOTAL DUE
33.97	0.00	401.25

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	2/28/05	INVOICE NUMBER	Q2339
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		MANHOLE GASKETS & LOCKING BARS		
1.00			527.7100	527.71
		CUT FIFTEEN RED RUBBER GASKET FOR MANHOLE FRAME		
		TWO STEEL LOCKING BAR FOR MANHOLES		

JOB 730.50
Sub#
Approval
Calculations
Paid CK# 2049 4-11-05

SALES TAX	FREIGHT	TOTAL DUE
48.81	0.00	576.52

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE 2/15/05	INVOICE NUMBER Q2207
PAGE NUMBER 1	CUSTOMER NUMBER 3216
SALESPERSON PAT SMITH	
DIVISION MACHINE SHOP	

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT PUMP IN LIFT STATION		
		SERVICE CALL TO PULL & CLEAN OUT SEWAGE PUMP AT MAIN PLANT AS INSTRUCTED		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	447.69

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	1/17/05	INVOICE NUMBER	Q1457
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT PIPE LINE IN TANK		
		SERVICE CALL TO CLEAN OUT SLUDGE PIPE LINE IN TANK AT PLANT AS INSTRUCTED		

Job 730,50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,932.64

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	1/17/05	INVOICE NUMBER	Q1664
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY WINFREY	JOB SITE

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		COUNTRY CLUB		
		SERVICE CALL TO CHECK AND REPAIR PUMP		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,842.51

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	9/24/04	INVOICE NUMBER	A6791
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR SEWAE PUMP IN LIFT STATION		
		SERVICE CALL TO PULL & REPAIR SEWAGE PUMP IN LIFT STATION AT		
		PLANT		
		REPAIR IMPELLER SHAFT, IMPELLER FIT & BOWL STATINLESS STEEL WEAR		
		RING		

Job 371.00
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	7,981.00

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	12/30/04	INVOICE NUMBER	A7180
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		INSTALL BELTS ON BLOWERS		
		SERVICE CALL TO INSTALL BELTS ON BLOWER AT PLANT & TEST RUN		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	913.96

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE 10/31/04	INVOICE NUMBER Q0451
PAGE NUMBER 1	CUSTOMER NUMBER 3216
SALESPERSON PAT SMITH	
DIVISION MACHINE SHOP	

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR PUMP AT NATCHAZ TRACE GOLF COURSE		
		SERVICE CALL TO REPAIR PUMP IN SEWAGE LIFT STATION AT NATCHAZ		
		TRACE GOLF COURSE		

Job 730.50

Sub#

Approval

Calculations

Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	2,650.59

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE 12/21/04	INVOICE NUMBER Q0860
PAGE NUMBER 1	CUSTOMER NUMBER 3216
SALESPERSON PAT SMITH	
DIVISION MACHINE SHOP	

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL/BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		PULL COMMINUTOR & CHECK PUMP & BLOWER		
		SERVICE CALL TO PULL COMMINUTOR AT PLANT & LEAVE IN BUILDING		
		CHECK SEWAGE PUMP IN LIFT STATION AT PLANT		
		CHECK BLOWER BELTS		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,734.21

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	12/30/04	INVOICE NUMBER	Q1043
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR PUMP AT NATCHEZ TRACE 603 HOUSE		
		SERVICE CALL TO CHECK SEWAGE PUMP & CONTROLS AT NATCHEZ TRACE		
		GOLF COURSE BEHIND HOUSE 603 STATION		

730.50
Job
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	363.23

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE 11/18/04	INVOICE NUMBER Q0514
PAGE NUMBER 1	CUSTOMER NUMBER 3216
SALESPERSON PAT SMITH	
DIVISION MACHINE SHOP	

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
VERBAL-BOBBY	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT PUMPS AT PLANT		
		SERVICE CALL TO PULL & CLEAN SEWAGE PUMPS AT MAIN STATION AT PLANT		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,898.28

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	7/26/07	INVOICE NUMBER	B5146
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR WHEELS ON CLEARFIER TANK ARM		
		SERVICE CALL TO PULL & REPLACE WHEEL ON CLEARFIER TANK ARM AS		
		INSTRUCTED		
		TEST RUN UNIT		

730.50

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	9,967.00

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Industrial Sales

Foundry Division
Iron Construction Castings

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Name	CARTWRIGHT CREEK UTILITY			Date	7/27/2007
Address	2033 RICHARD JONES RD.			Rep	PAT SMITH
City	FRANKLIN	State TN	Zip 37215	Terms	NET 10TH PROX
Phone	383-9070	Fax 383-1522		FOB	SHIP POINT
				Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention:
JBS Invoice #: B5146
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

REPAIR WHEELS ON CLEARIFIER TANK ARM
SERVICE CALL TO PULL & REPLACE WHEEL ON CLEARIFIER TANK ARM AS INSTRUCTED.
LABOR & MATERIALS TO DISASSEMBLE CLEARIFIER SKIMMER ARM AND PULL WHEEL ASSEMBLE AND BRING TO OUR SHOP AND MACHINE TWO NEW SHAFTS, FABRICATE NEW WHEEELS, AND REASSEMBLE WHEEL ASSEMBLE WITH NEW BEARINGS & LIP SEALS & TEST RUN.
LABOR TO DRILL OUT BASE PLATE FOR NEW BLOWER AND ASSEMBLE BLOWER DISCHARGE PIPING , COUPLE MOTOR TO BLOWER AND TEST RUN.

labor -	$8,759.65
materials -	$1,207.35
Subtotal	$9,967.00
Tax	
Invoice Total	$9,967.00

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

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INVOICE DATE	8/30/07	INVOICE NUMBER	B5785
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKRAN	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR PUMP IN LIFT STATION AT PLANT		
		SERVICE CALL TO PULL & REPAIR SEWAGE PUMP IN LIFT STATION AT		
		PLANT		
		CHECK CONTROLS & SET BUBBLE SYSTEM		
		REINSTALL PUMP & TEST RUN		
		SEE ATTACHED BREAKDOWN		

Job 730.50
Sub#
Approval
Calculations
Paid Ck#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	4,270.72

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Name	CARTWRIGHT CREEK UTILITY	Date	8/27/2007
Address	2033 RICHARD JONES RD.	Rep	PAT SMITH
City	FRANKLIN State TN Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868 Fax 615-261-8613	FOB	SHIP POINT
		Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: B5785
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

REPAIR PUMP IN LIFT STATION AT PLANT
SERVICE CALL TO PULL AND REPAIR SEWAGE PUMP IN LIFT STATION AT PLANT, CHECK CONTROLS, & SET BUBBLE SYSTEM, REINSTALL REBUILT PUMP AND TEST RUN STATION.

labor -	$3,302.01
materials -	$968.71
Subtotal	$4,270.72
Tax	
Invoice Total	$4,270.72

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

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INVOICE DATE	8/31/07	INVOICE NUMBER	B6219
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYERS	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE ON 8-20-07		
		SERVICE CALL TO FLOW OUT SLUDGE LINE IN TANK AT PLANT AS		
		INSTRUCTED		
		JOB STARTED ON 8-20-07		
		SEE ATTACHED BREAKDOWN		

730.50

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	616.45

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Iron Construction Castings

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Name	CARTWRIGHT CREEK UTILITY	Date	9/7/2007
Address	2033 RICHARD JONES RD.	Rep	PAT SMITH
City	FRANKLIN State TN Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868 Fax 615-261-8613	FOB	SHIP POINT
		Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: B6219
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

BLOW OUT SLUDGE LINE ON 8-20-07
SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AT PLANT AS INSTRUCTED
JOB STARTED ON 8-20-07

labor -		$381.00
materials -		$235.45
	Subtotal	$616.45
	Tax	
	Invoice Total	$616.45

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

John Bouchard & Sons Company

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INVOICE DATE	8/31/07	INVOICE NUMBER	B6221
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYERS	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR PUMP IN LIFT STATION AT GOLF COUR		
		SERVICE CALL TO CHECK OR REPAIR SEWAGE PUMP IN LIFT STATION AT		
		GOLF COURSE		
		REINSTALL & TEST RUN		
		SEE ATTACHED BREAKDOWN		

730.50

Work
Sub-
Approval
Construction
Parts

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	438.70

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Name	CARTWRIGHT CREEK UTILITY	Date	9/7/2007
Address	2033 RICHARD JONES RD.	Rep	PAT SMITH
City	FRANKLIN State TN Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868 Fax 615-261-8613	FOB	SHIP POINT
		Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: B6221
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

REPAIR PUMP IN GOLF COARSE LIFT STATION
SERVICE CALL TO CHECK & UNCLOGGED PUMPS IN LIFT STATION
CHECK CONTROLS, & TEST RUN STATION

labor -		$354.00
materials -		$84.70
	Subtotal	$438.70
	Tax	
	Invoice Total	$438.70

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

John Bouchard & Sons Company

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INVOICE DATE	7/26/07	INVOICE NUMBER	B5288
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOWER OUT SLUDGE LINE ON 6-30-07		
		EMERGENCY SERVICE CALL TO BLOWER OUT SLUDGE LINE IN TANK AT PLANT		
		JOB ON 6-30-07		

730.50

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,221.32

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	7/31/07	INVOICE NUMBER	B5492
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKRON	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE IN TANK ON 7-13-07		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AT PLANT ON 7-13-07		

Job 730.50
Sub#
Approval
Calculations
Paid Ck#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	856.94

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	7/26/07	INVOICE NUMBER	B5367
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE IN TANK ON 7-07-07		
		EMERGENCY SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK		
		TEST RUN UNIT		
		JOB ON 7-07-07		

730.50

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,349.67

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	7/19/07	INVOICE NUMBER	B5149
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		INSTALL BLOWER		
		SERVICE CALL TO INSTALL CUSTOMER ROOTS BLOWER AS INSTRUCTED		

Job 730.50
Sub
Approval
Conditions
Paid OK

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	578.03

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	6/30/07	INVOICE NUMBER	B3198
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKRAN	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		PULL PUMPS & CLEAN OUT		
		SERVICE CALL TO PULL & CLEAN OUT BOTH PUMPS IN LIFT STATION AT PLANT		
		REINSTALL & TEST RUN PUMPS		

730.50

Job _____
Sub# _____
Approval _____
Calculations _____
Paid CK# _____

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,491.11

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	5/31/07	INVOICE NUMBER	B3741
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT SLUDGE LINE & INSTALL BELTS		
		SERVICE CALL TO CLEAN OUT SLUDGE LINE IN TANK AT PLANT		
		INSTALL DRAIN LINE ON BLOWER IN BUILDING		
		INSTALL BLOWER BELTS		

JC: 730.50
Sub#
Approval
Consultant
P.O.#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	3,737.75

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	6/15/07	INVOICE NUMBER	B4417
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR CONTROLS IN LIFT STATION		
		SERVICE CALL TO CHECK & REPAIR CONTROLS ON PUMP IN LIFT STATION		
		TEST RUN PUMPS		

730.50

Job _____
Sub# _____
Approval _____
Co-ordinations _____
Pa[illegible] _____

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	509.96

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	6/15/07	INVOICE NUMBER	B4318
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
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SHIP TO
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FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		INSTALL CHECK VALVES AT NATCHEZ STATION		
		SERVICE CALL TO REPAIR CHECK VALVES IN LIFT STATION AT NATCHEZ		
		GOLF COURSE BACK OF HOUSE		

730.50

Job _____
Sub# _____
Approval _____
Calculations _____
Paid CK# _____

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,799.14

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	2/28/07	INVOICE NUMBER	B2332
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR BLOWER		
		SERVICE CALL TO PULL & REPAIR NO.2 BLOWER AT PLANT		
		THREE SETS OF 4 BELTS FOR BLOWER		
		REINSTALL & TEST RUN		

730.50

Job
Sub#
Approval
Calculations
Paid OK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	4,097.06

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	1/30/07	INVOICE NUMBER	B1362
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE & CLEAN OUT PUMPS		
		SERVICE CALL TO BLOW OUT SLUDGE LINE & CLEAN OUT PUMPS AT PLANT		

Job 730.50
Sub#
Approval
Calculations
Bid OK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	2,436.65

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	1/31/07	INVOICE NUMBER	B1667
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BOBBY WINFREY	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE		
		SERVICE CALL TO BLOW OUT SLUDGE LINE AS INSTRUCTED AT PLANT.		

730.50

Job
Sub#
Approval
Calculations
Paid Ck#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	4,242.55

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	11/30/06	INVOICE NUMBER	B0563
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
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FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		UNSTOP PUMPS IN LIFT STATION AT PLANT		
		SERVICE CALL TO UNSTOP PUMPS AT PLANT LIFT STATION		
		10-30-06 SERVICE CALL TO UNSTOP SLUDGE LINE		

Job 130.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	2,470.48

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	11/30/06	INVOICE NUMBER	B0774
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT PUMP & CHECK VALVE		
		SERVICE CALL TO PULL & CLEAN OUT SEWAGE PUMP IN LIFT STATION AT		
		PLANT		
		TOOK TOP OFF CHECK VALVE & CLEAQN OUT		
		REINSTALL & TEST RUN PUMPS		
		JOB ON 11-06-06		
		11-9-06 CLEAN OUT BOTH PUMPS		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	2,514.00

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	10/31/06	INVOICE NUMBER	D6833
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT PUMP & BLOW OUT SLUDGE LINE		
		SERVICE CALL TO PULL & CLEAN OUT PUMP IN LIFT STATION		
		BLOW OUT SLUDGE LINE IN TANK AT PLANT		
		TEST RUN PUMP & SLUDGE LINE		

730.50

Sub#

Approval

Calculations

Paid CK# 2326 11-17-06

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	3,061.41

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE 11/08/06	INVOICE NUMBER B0057
PAGE NUMBER 1	CUSTOMER NUMBER 3216
SALESPERSON PAT SMITH	
DIVISION MACHINE SHOP	

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
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2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		UNSTOP PUMP & INSTALL BLOWER		
		SERVICE CALL TO PULL & UNSTOP SEWAGE PUMP IN LIFT STATION AT		
		PLANT		
		INSTALL NEW AIR BLOWER IN LIFT STATION		

Job 730.50
Sub#
Approval
Calculations
Paid CK# 2326 11-17-06

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,531.58

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	9/27/06	INVOICE NUMBER	D6460
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

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SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKRON	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		'BLOW OUT SLUDGE LINE IN TANK -6-8-06		
		SERVICE CALL TO BLOW OUT SLUDGE LINE TANK AT PLANT AS INSTRUCTED		
		TREST RUN BLOWERS		

730.5

49k

Sub#

Approval

Calculations

Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	975.15

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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MSC 30305
PO BOX 415000
NASHVILLE, TN 37241-5000

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Fax: (615) 256-2427

6331 Baum Drive
Knoxville, TN 37919
Office: (865) 523-9300
Fax: (865) 544-1400

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INVOICE DATE	9/20/06	INVOICE NUMBER	D5549
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKEN	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE IN TANK		
		SERVICE CALL TO BLOW OUT SLUDGE LINE & CLEAN PIPE IN TANK AS INSTRUCTED		

730.50

Job _____
Sub# _____
Approval _____
Calculations _____
Paid CK# _____

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,380.45

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	8/16/06	INVOICE NUMBER	D5672
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKRON	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR BUBBLE SYSTEM		
		SERVICE CALL TO REPAIR BUBBLE TUBE SYSTEM ON CONTROLS ON PUMPS IN		
		LIFT STATION AT PLANT		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	565.20

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	12/15/08	INVOICE NUMBER	K0811
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYER	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		INSTALL NEW MOTOR ON BLOWER		
1.00			3,051.7500	3,051.75
		SERVICE CALL TO INSTALL CUSTOMER NEW MOTOR ON BLOWER AT PLANT		
		ALIGN & TEST RUN MOTOR		

730.50

Job _____
Sub# _____
Approval _____
Calculations _____
Paid CK# _____

SALES TAX	FREIGHT	TOTAL DUE
282.29	0.00	3,334.04

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	11/30/08	INVOICE NUMBER	K0511
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYER	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT PUMP & CHECK CONTROLS		
		SERVICE CALL TO PULL & CLEAN OUT SEWAGE PUMP IN LIFT STATION AT		
		PLANT		
		CHECK CONTROLS		
		TEST RUN PUMPS		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	762.40

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Foundry Division
Iron Construction Castings

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Name	CARTWRIGHT CREEK UTILITY	Date	11/25/2008
Address	2033 RICHARD JONES RD.	Rep	PAT SMITH
City	FRANKLIN State TN Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868 Fax 615-261-8613	FOB	SHIP POINT
		Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: K0511
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

CLEAN OUT PUMP & CHECK CONTROLS
SERVICE CALL TO PULL & CLEAN OUT SEWAGE PUMP IN LIFT STATION AT PLANT
CHECK CONTROLS AND TEST RUN PUMPS

WORK DONE ON 10/27/08
SERVICES TECH LABOR - 4 HRS. X $65.00
ELECRICIANS LABOR - 4 HRS. X $71.00

BOOM TRUCK RENTAL $ 218.40

labor -		$544.00
materials -		$218.40
	Subtotal	$762.40
	Tax	
	Invoice Total	$762.40

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

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Nashville, TN 37203
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INVOICE DATE	11/20/08	INVOICE NUMBER	K0375
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYER	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CHECK PUMPS CONTROLS		
		SERVICE CALL TO CHECK SEWAGE PUMP CONTROLS IN LIFT STATION AT		
		PLANT		
		TEST RUN PUMPS		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	454.75

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	9/30/08	INVOICE NUMBER	J7465
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PLUMBING ANDY CRUMPLER		
DIVISION	MECHANICAL		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MYERS	BRUCE MYERS	JOB SITE

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		OLD NATCHEZ GOLF COURSE		
		REPAIR BUSTED WATER LINE ON LIFT STATION	$ 465.57	
		FUEL SURCHARGE	$ 10.00	
		TOTAL	$ 475.57	

JHH 730.50

Sub# _____

Approval _____

Calculations _____

Paid CK# _____

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	475.57

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	8/12/08	INVOICE NUMBER	J3224
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYER	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR ONE DIGESTER		
1.00			8,037.2000	8,037.20

SUPPLY LABOR AND MATERIALS TO REPAIR ONE (1) DIGESTER,

BY PLACING 1/2" PLATE ON EXISTING BEAMS COMPLETE

LENGTH OF WALL, INSTALL BEAM FULL LENGTH OF PLATES,

PUT BEAM ON OPSITE WALL TO INSTALL BRACING FOR

SUPPORT, ALL PLATE WILL BE WELDED TOGETHER, BEAM WILL

BE WELDED TO PLATES, OPSITE WALL BEAMS WILL RUN LONG WAYS

FOR SUPPORTS.

730.50

Job _____

Sub# _____

Approval _____

Calculations _____

Paid CK# _____

SALES TAX	FREIGHT	TOTAL DUE
743.44	0.00	8,780.64

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	6/26/08	INVOICE NUMBER	J5273
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYER	BRUCE	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR CONTROLS & CHECK PUMP		
		SERVICE CALL TO CHECK PUMP IN LIFT STATION		
		RESET BUBBLE CONTROLS ON PUMPS		
		TEST RUN PUMPS		
		JOB ON 5-28-08		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	655.20

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Foundry Division
Iron Construction Castings

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Name	CARTWRIGHT CREEK UTILITY	Date	6/23/2008
Address	2033 RICHARD JONES RD.	Rep	PAT SMITH
City	FRANKLIN State TN Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868 Fax 615-261-8613	FOB	SHIP POINT
		Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: J5273
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

CHECK PUMP AND CONTROLS AT LIFT STATION

SERVICE CALL TO CHECK PUMP IN LIFT STATION
PUMP AIR LOCKED, PRIME PUMP, RESET BUBBLER CONTROLS ON PUMP
TEST RUN PUMP.

WORK DONE ON MAY 28TH 2008

labor -	$532.00
materials -	$123.20
Subtotal	$655.20
Tax	
Invoice Total	$655.20

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

John Bouchard & Sons Company

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INVOICE DATE	6/26/08	INVOICE NUMBER	J5239
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYER	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		INSTALL MANHOLE COVER		
		SERVICE CALL TO INSTALL NEW MANHOLE COVER AS INSTRUCTED		

Job 174
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,976.00

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	6/26/08	INVOICE NUMBER	J5191
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYER	BRUCE	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR SEWAZGE PUMP MOTOR		
		SERVICE CALL TO PULL & REPAIR SEWAGE PUMP IN LIFT STATION		
		REINSTALL & TEST RUN		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	4,087.90

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	2/21/08	INVOICE NUMBER	J2240
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYER	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT SLUDGE LINE & PUMPS ON 1-15-08		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AT PLANT		
		PULL & CLEAN OUT PUMPS IN LIFT STATION AT PLANT		
		SEE ATTACHED BREAKDOWN		

730.50

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	7,216.00

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

REMIT TO:
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PO BOX 415000
NASHVILLE, TN 37241-5000

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Iron Construction Castings

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Name	CARTWRIGHT CREEK UTILITY	Date	5/23/2008
Address	2033 RICHARD JONES RD.	Rep	PAT SMITH
City	FRANKLIN State TN Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868 Fax 615-261-8613	FOB	SHIP POINT
		Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: J2240
Customer P.O. # VERBAL-ROBERT

OK Bruce Myer 5/23/08

SCOPE OF WORK

SERVICE CALL TO BLOW OUT SLUDGE LINE AT PLANT, CHECK PUMPS & CHECK VALVES FOR BLOCKAGES
JANUARY 15TH 2008
LABOR - 7.5 HRS. $468.25 5.5 OT HRS.. $ 375.00 Materials - air compressor rental $ 117.42

SERVICE CALL TO PULL # 2 PUMP AND DISASSEMBLE, CLEAN & SANDBLAST PUMP PARTS, BALANCE IMPELLER, REASSEMBLE WITH NEW BEARINGS, LIP SEALS, MECHANICAL SEAL, PAINT, AND REINSTALL. CHECK PUMP CONTROLS AND REMOVE & REPLACE ALTERNATING RELAY, AND TEST RUN PUMPS.

JANUARY 18TH - 29TH 2008
Labor - $ 35.5 HRS. - $2,325.00 26.5 OT HRS. - $ 2,593.50
Materials - alternating relay $308.58, bearings, lip seals, & mechanical seal - $ 675.50 , misc. cleaning , machining, electrical & paint supplies - $352.75

labor -		$5,761.75
materials -		$1,454.25
	Subtotal	$7,216.00
	Tax	
	Invoice Total	$7,216.00

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

Blow Sludge Line
Labor 843.25
Rental 117.42
960.67

Pump Repair
Labor 4,918.50
Material 1,336.83
6255.33

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Name	CARTWRIGHT CREEK UTILITY	Date	2/22/2008
Address	2033 RICHARD JONES RD.	Rep	PAT SMITH
City	FRANKLIN State TN Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868 Fax 615-261-8613	FOB	SHIP POINT
		Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: J2240
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

SERVICE CALL TO BLOW OUT SLUDGE LINE AT PLANT, CHECK PUMPS & CHECK VALVES FOR BLOCKAGES.

SERVICE CALL TO PULL (1) PUMP AND DISASSEMBLE, CLEAN & SANDBLAST PUMP PARTS, BALANCE IMPELLER, REASSEMBLE WITH NEW BEARINGS, LIP SEALS, MECHANICAL SEAL, PAINT, AND REINSTALL. CHECK PUMP CONTROLS AND REMOVE & REPLACE ALTERNATING RELAY, AND TEST RUN PUMPS.

labor -	$5,761.75
materials -	$1,454.25
Subtotal	$7,216.00
Tax	
Invoice Total	$7,216.00

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

John Bouchard & Sons Company

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Nashville, TN 37203
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Fax: (615) 256-2427

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Knoxville, TN 37919
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INVOICE DATE	11/20/07	INVOICE NUMBER	J0565
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MYERS	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT LINE & CHECK BOTH PUMPS		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AS INSTRUCTED		
		CHECK BOTH SEWAGE PUMP IN LIFT STATION AT PLANT		730.50
		JOB ON 10-24-07		
		SEE ATTACHED BREAKDOWN		

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	2,329.53

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Name	CARTWRIGHT CREEK UTILITY			Date	9/7/2007
Address	2033 RICHARD JONES RD.			Rep	PAT SMITH
City	FRANKLIN	State TN	Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868	Fax 615-261-8613		FOB	SHIP POINT
				Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: B6219
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

BLOW OUT SLUDGE LINE ON 10-24-07
SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AT PLANT AS INSTRUCTED
JOB STARTED ON 10-24-07

SERVICE CALL TO CHECK BOTH SEWAGE PUMPS IN LIFT STATION AT PLANT
PULL # 1 PUMP AND CLEAN OUT, REINSTALL & TEST RUN PUMPS.

labor - 27HRS. X $63.50		$1,714.50
materials - air compressor , & mics. Cleaning supplies		$615.03
	Subtotal	$2,329.53
	Tax	
	Invoice Total	$2,329.53

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

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INVOICE DATE	10/25/07	INVOICE NUMBER	B6310
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYERS	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE ON 8-23-07		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AT PLANT ON 8-23-07		
		TEST RUN LINE		
		SEE ATTACHED BREAKDOWN		
		730.50		

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,113.39

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Name	CARTWRIGHT CREEK UTILITY	Date	10/25/2007
Address	2033 RICHARD JONES RD.	Rep	PAT SMITH
City	FRANKLIN State TN Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868 Fax 615-261-8613	FOB	SHIP POINT
		Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: B6310
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

BLOW OUT SLUDGE LINE ON AUGUST 23, 2007
SERVICE CALL TO HOOK UP AIR COMPRESSOR TO 4" SLUDGE LINE AND BLOW OUT DUE TO THICKNESS CAUSING BLOCKAGE. BLEW OUT LINE UNTIL CORRECT FLOW WAS ACHIEVED.

labor - 11 HRS. x $63.50	$698.50
materials - AIR COMPRESSOR & MISC. CLEANING SUPPLIES	$414.89
Subtotal	$1,113.39
Tax	
Invoice Total	$1,113.39

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

John Bouchard & Sons Company

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Nashville, TN 37203
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Fax: (615) 256-2427

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INVOICE DATE	10/31/07	INVOICE NUMBER	J0057
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MAYER	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CHECK PUMPS IN LIFT STATION AT PLANT		
		SERVICE CALL TO CHECK PUMPS IN LIFT STATION AT PLANT		
		REINSTALL & TEST RUN PUMPS		
		JOB ON 10-01-07		
		SEE ATTACHED BREAKDOWN		

730.50

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	775.50

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Name	CARTWRIGHT CREEK UTILITY	Date	10/29/2007
Address	2033 RICHARD JONES RD.	Rep	PAT SMITH
City	FRANKLIN State TN Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868 Fax 615-261-8613	FOB	SHIP POINT
		Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: J0057
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

CHECK PUMPS IN LIFT STATION AT PLANT
SERVICE CALL TO CHECK PUMPS IN LIFT STATION AT PLANT DUE TO DROP IN FLOW.
HAD TO READJUST BUBBLER SYSTEM AND TEST RUN PUMPS.

labor - 11 HRS. x $63.50	$698.50
materials -	$77.00
Subtotal	$775.50
Tax	
Invoice Total	$775.50

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

John Bouchard & Sons Company

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Nashville, TN 37203
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Fax: (615) 256-2427

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INVOICE DATE	9/28/07	INVOICE NUMBER	B6705
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYER	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT PUMP & REPAIR BUBBLE SYSTEM		
		SERVICE CALL TO REPAIR BUBBLE SYSTEM ON PUMPS IN LIFT STATION		
		PULL & CLEAN OUT PUMP		

Job 730.50
Sub#
Approval
Calculations
Paid CK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,470.90

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

REMIT TO:
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INVOICE DATE	9/30/07	INVOICE NUMBER	B4483
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		CLEAN OUT PUMP AT PLANT LIFT STATION		
		EMERGENCY SERVICE CALL TO PULL & UNSTOP SEWAGE PUMP IN LIFT		
		STATION AT PLANT		
		PUMP HAD BOOM END SUCK IN IMPELLER		
		REINSTALL & TEST RUN PUMP		

Job 730.50
Subf
Approval
Calculations
Paid Ck#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	732.60

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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INVOICE DATE	9/27/07	INVOICE NUMBER	B6220
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYERS	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR WALL FAN IN BLOWER ROOM		
		SERVICE CALL TO REPAIR WALL FAN UNIT IN BLOWER ROOM AS INSTRUCTED		
		INSTALL BELTS & BEARINGS		
		TEST RUN FAN		
		SEE ATTACHED BREAKDOWN		

Labor 730.50
Subl
Approved
Calculations
Paid CK# 2505 11-27-07

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,933.32

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Name	CARTWRIGHT CREEK UTILITY	Date	9/26/2007
Address	2033 RICHARD JONES RD.	Rep	PAT SMITH
City	FRANKLIN State TN Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868 Fax 615-261-8613	FOB	SHIP POINT
		Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: B6220
Customer P.O. #

SCOPE OF WORK

REPAIR WALL FAN IN BLOWER ROOM
SERVICE CALL TO REPAIR WALL FAN UNIT IN BLOWER ROOM AS INSTRUCTED
LABOR & MATERIALS TO PULL FAN UNIT AND BRING TO OUR SHOP AND DISASSEMBLE, REPAIR ALUM. FAN HUB, REMOVE & REPLACE BEARINGS, MOTOR, FAN BELTS, AND REINSTALL & TEST RUN.

labor -	$1,297.25
materials - New motor, bearings, fan belts, and misc cleaning supplies	$636.07
Subtotal	$1,933.32
Tax	
Invoice Total	$1,933.32

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

John Bouchard & Sons Company

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Nashville, TN 37203
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INVOICE DATE	8/30/07	INVOICE NUMBER	B5656
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKRAN	ROBERT	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		BLOW OUT SLUDGE LINE ON 7-20-07		
		SERVICE CALL TO BLOW OUT SLUDGE LINE IN TANK AT PLANT ON 7-20-07		
		TEST RUN SLUDGE LINE		
		SEE ATTACHED BREAKDOWN		

730.50

Job
Sub#
Approved
Calculations
Paid OK?

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	1,159.69

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

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Name	CARTWRIGHT CREEK UTILITY	Date	8/27/2007
Address	2033 RICHARD JONES RD.	Rep	PAT SMITH
City	FRANKLIN State TN Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868 Fax 615-261-8613	FOB	SHIP POINT
		Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: B5656
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

BLOW-OUT SLUDGE LINE ON 7 - 20 -07
SERVICE CALL TO BLOW -OUT SLUDGE LINE IN TANK ON 7-20-07
TEST RUN SLUDGE LINE TO MAKE SURE FULL FLOW.

labor -		$854.25
materials -		$305.44
	Subtotal	$1,159.69
	Tax	
	Invoice Total	$1,159.69

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

John Bouchard & Sons Company

Since 1900

1024 Harrison Street
Nashville, TN 37203
Office: (615) 256-0112
Fax: (615) 256-2427

6331 Baum Drive
Knoxville, TN 37919
Office: (865) 523-9300
Fax: (865) 544-1400

Visit our website at www.jbouchard.com

INVOICE DATE	8/30/07	INVOICE NUMBER	B5954
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKRAN	BRUCE MYERS	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		EQUP. PUMP AROUND TANK		
		SERVICE CALL TO INSTALL PUMP & HOSES TO PUMP AROUND TANK		
		JOB ON 8-7-07		
		SEE ATTACHED BREAKDOWN		

Job $730.50
Sub#
Approval
Calculations
Paid OK#

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	2,978.00

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

REMIT TO:
JOHN BOUCHARD & SONS CO.
MSC 30305
PO BOX 415000
NASHVILLE, TN 37241-5000

Forging Our Second Century Together

JOHN BOUCHARD & SONS CO.

Construction Services Division
Mechanical Contracting
Bouchard Fire Protection
Electrical Contracting

Machine Services Division
Repair, Fabrication, & Shop Services

"Forging Our Second Century Together"

Industrial Distribution Division
Pumping Systems
Air Compressors
Industrial Sales

Foundry Division
Iron Construction Castings

1024 HARRISON ST. • NASHVILLE, TN • (615) 256-0112 • FAX (615) 256-2427

Name	CARTWRIGHT CREEK UTILITY	Date	8/27/2007
Address	2033 RICHARD JONES RD.	Rep	PAT SMITH
City	FRANKLIN State TN Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868 Fax 615-261-8613	FOB	SHIP POINT
		Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: B5954
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

LABOR & MATERIALS TO SET UP HYDRAULIC PUMP AND HOSES TO BYPASS WET WELL DUE TO LOSS OF ELECTRICITY. JOB DONE ON 8/7/07

labor -		$2,145.75
materials -		$832.25
	Subtotal	$2,978.00
	Tax	
	Invoice Total	$2,978.00

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

John Bouchard & Sons Company

1024 Harrison Street
Nashville, TN 37203
Office: (615) 256-0112
Fax: (615) 256-2427

6331 Baum Drive
Knoxville, TN 37919
Office: (865) 523-9300
Fax: (865) 544-1400

Visit our website at www.jbouchard.com

INVOICE DATE	8/31/07	INVOICE NUMBER	B6065
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
BRUCE MEYERS	BOBBY WINFREY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR NO.2 BLOWER MOTOR		
		SERVICE CALL TO PULL & REPAIR MOTOR ON NO.2 BLOWER		
		REINSTALL & TEST RUN		
		SEE ATTACHED BREAKDOWN		

Job 730.50
Sold
Approved
Instructions
Work Order

SALES TAX	FREIGHT	TOTAL DUE
0.00	0.00	856.11

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

REMIT TO:
JOHN BOUCHARD & SONS CO.
MSC 30305
PO BOX 415000
NASHVILLE, TN 37241-5000

Forging Our Second Century Together

JOHN BOUCHARD & SONS CO.

Construction Services Division
Mechanical Contracting
Bouchard Fire Protection
Electrical Contracting

Machine Services Division
Repair, Fabrication, & Shop Services

"Forging Our Second Century Together"

Industrial Distribution Division
Pumping Systems
Air Compressors
Industrial Sales

Foundry Division
Iron Construction Castings

1024 HARRISON ST. • NASHVILLE, TN • (615) 256-0112 • FAX (615) 256-2427

Name	CARTWRIGHT CREEK UTILITY			Date	9/6/2007
Address	2033 RICHARD JONES RD.			Rep	PAT SMITH
City	FRANKLIN	State TN	Zip 37215	Terms	NET 10TH PROX
Phone	615-714-7868	Fax 615-261-8613		FOB	SHIP POINT
				Frt Term	PREPAY & ADD

JOB BREAKOUT

Attention: BRUCE MYER
JBS Invoice #: B6065
Customer P.O. # VERBAL-ROBERT

SCOPE OF WORK

REPAIR # 2 BLOWER MOTOR
SERVICE CALL TO PULL & REPAIR MOTOR ON # 2 BLOWER
TEST RUN PUMP AT OUR SHOP AND REINSTALL & TEST RUN BLOWER.

labor -		$730.25
materials -		$125.86
	Subtotal	$856.11
	Tax	
	Invoice Total	$856.11

Thank you for this request for a job breakdown. I trust this will fulfill your needs. However, if you have any further questions of if there is anything else that I may do, please do not hesitate to contact me.

Regards,

DAN COURTNEY
dan.courtney@jbouchard.com

John Bouchard & Sons Company

Since 1900

1024 Harrison Street
Nashville, TN 37203
Office: (615) 256-0112
Fax: (615) 256-2427

6331 Baum Drive
Knoxville, TN 37919
Office: (865) 523-9300
Fax: (865) 544-1400

Visit our website at www.jbouchard.com

INVOICE DATE	6/30/07	INVOICE NUMBER	B3744
PAGE NUMBER	1	CUSTOMER NUMBER	3216
SALESPERSON	PAT SMITH		
DIVISION	MACHINE SHOP		

Electrical Contracting Iron Construction Castings Mechanical Contracting Machine Services Industrial Supply
Pumping Systems Sales & Service Compressor Sales & Service Bouchard Fire Protection

SOLD TO
CARTWRIGHT CREEK UTILITY
2033 RICHARD JONES ROAD
NASHVILLE, TN 37215

SHIP TO
CARTWRIGHT CREEK UTILITY
FRANKLIN, TN

PURCHASE ORDER NUMBER	ORDERED BY	SHIPPED VIA
ROBERT COCKREN	BOBBY	JBS TO DELIVER

NUMBER SHIPPED	STOCK NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		REPAIR PUMP & CONTROLS AT NATCHES STATIO		
1.00			9,978.6600	9,978.66
		SERVICE CALL TO REPAIR PUMP & CONTROLS AT LIFT STATION BEHIND		
		HOUSE IN NATCHES TRACE GOLF COURSE		
		CLEAN OUT LIFT STATION AS INSTRUCTED		

130.50

Job _____
Sub# _____
Approval _____
Calculations _____
Paid CK# _____

SALES TAX	FREIGHT	TOTAL DUE
923.03	0.00	10,901.69

TERMS: Net Cash 10th Prox. A service charge of one and one-half percent (1.5%) will be assessed on all past due accounts. In making shipments, our responsibility ceases with delivery in good order to the transportation company. A bill of lading or receipt for goods received in good order is proof of delivery. All claims or return of materials must be made within 10 days after receipt of materials. Prior permission is required for all returns and customer must supply date of purchase, invoice number, and reason for return. A fifteen percent (15%) restocking charge may be imposed on items returned.

REMIT TO:
JOHN BOUCHARD & SONS CO.
MSC 30305
PO BOX 415000
NASHVILLE, TN 37241-5000

Forging Our Second Century Together

ATTN: BRUCE FLEYEE

Rock City Machine Company

307 THIRD AVENUE SOUTH • NASHVILLE, TN 37201-2292
www.rockcitymachine.com
TELEPHONE: (615) 244-1371
TOLL FREE: 1-800-476-7262
FAX: (615) 259-9579

DATE	NUMBER
05-23-08	270023

SHEAFFER INTERNATIONAL
BEARTRIGHT CREEK PUMP STATION
1561 THOMPSON STATION RD W
THOMPSON STATION TN 37179

SANE

QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY B.O.	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1	1		.17743	FURNAS 14FS32A-ESP100 B 45AMP CONTACTOR + TICKET D169067	375.00	375.00

Job 730.50

Sub#

Approval

Calculations

Paid CK#

*** THANK YOU FOR YOUR BUSINESS ***

CUSTOMER SIGNATURE:

NO RETURNS AFTER 30 DAYS.

NOTICE: THIS INSTRUMENT IS A CONTRACT, SUBJECT TO THE TERMS LISTED ON THE FRONT AND BACK THEREOF.

SALES TAX	34.68
FREIGHT	79.90
TOTAL	~~489.59~~

489.59

Angy - Please pay

Bruce
OK. 5/23/08

NEW BREAKER FOR PUMP #2

05/23/2008 10:40 6152599579 ROCK CITY MACHINE PAGE 01/02

REP, INC.
2405 MURPHY BOULEVARD
GAINESVILLE, GA 30504
(770) 538-0020

INVOICE

Invoice Number: 19602
Invoice Date: 06/22/07
Page: 1

BILL
CARTWRIGHT CREEK LLC
C/O SHEAFFER INTERNATIONAL LLC
800 ROOSEVELT ROAD
BUILDING B SUITE 214
GLEN ELLYN, IL 60137
ATTN: PATTI POIRIER

SHIP
JOHN BOUCHARD & SONS COMPANY
1024 HARRISON STREET
RONNIE SMILEY
NASHVILLE, TN 37203
USA

Sales Ord No:	270705	Taxable:	Y	Purchase Order:	10161
Order Date:	06/22/07	Prnt Terms:	NET 30	Ship Via:	BENTON PP&ADD
Account Cd:	CARCRE	Shipper No:	15194	FOB:	PLANT
Salesperson:	101	Ship Date:	06/22/07	Job Number:	

Line	Qty Shipped	Backord	Part Number	Description	Discount	Price	UM	Ext Price
1	1.00	0.00	BLW68URAILC	BLOWER,ROOTS,68 URAI-LHC LH DRIVE, REV. DISCHARGE	0.00	$3,670.0000	EA	$3,670.00

SERIAL #0705949263
BENTON PRO #ATL.2905803

RECEIVED
JUL - 2 2007
By

Job 730.50
Sub#
Approval
Calculations
Paid CK#

Thank you for your order.

Call 770-538-0020 if you have any problems with your shipment.

Subtotal:	$3,670.00
Freight:	$85.92
Total:	$3,755.92

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1038**

Date: **October 14, 2008**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
10-14-08	CHART RECORDER PAPER.	4.00	65.00	260.00

730.50

Job _____

Sub# _____

Approval _____

Calculations _____

Paid CK# _____

Total $260.00

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1037**

Date: **July 24, 2008**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
7-24-08	REPAIR OF CHLORINATOR			
7-24-08	PRESSURE RELIEF VALVE	1.00	175.00	175.00
7-24-08	VACUUM REGULATOR	1.00	1,100.00	1,100.00
7-24-08	ROTAMETER	1.00	250.00	250.00
7-24-08	MAINTENANCE KIT	1.00	125.00	125.00
7-24-08	LABOR			650.00

730.50

Job _____

Sub# _____

Approval _____

Calculations _____

Paid CK# _____

Total $2,300.00

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1036**

Date: **February 11, 2008**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
2-11-08	CALIBRATION OF INFLUENT AND EFFLUENT FLOW METERS AND TOTALIZERS.			650.00
			Total	$650.00

730.50

THANK YOU FOR YOUR BUSINESS

Bruce OK

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1035**

Date: **November 12, 2007**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
11-12-07	REPAIR OF INFLUENT SAMPLER SYSTEM. REPLACED MOTOR AND ARM ASSEMBLY ON DIPPER SYSTEM.			
11-12-07	LABOR			300.00
111-12-07	MOTOR AND ARM ASSEMBLY.			755.00
	730.50			
			Total	$1,055.00

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1034**

Date: **November 01, 2007**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
11-1-07	ELECTRICAL REPAIR IN CHLORINE ROOM OF LIGHTS AND FAN SYSTEM.			
11-1-07	LABOR			600.00
11-1-07	MATERIAL			175.00
	730.50			
			Total	**$775.00**

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1033**

Date: **October 02, 2007**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BRUCE MEYER	NET 30

Date	Description	QUANTITY	Rate	Amount
10-2-07	INSATALLATION AND CALABRATION OF HIGH ALARM SYSTEM ON PUMP STSTION.			
10-2-07	RELAYS.	2.00	75.00	150.00
10-2-07	MATERIAL			50.00
10-2-07	LABOR			850.00
			Total	$1,050.00

Job 730.50
Sub#
Approved
Calculations
Paid Date

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1032**

Date: **September 07, 2007**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
9-7-07	REPAIR AND CALIBRATION OF EFFLUENT AND INFLUENT FLOW METERS, TOTALIZERS AND CHART RECORDER.			700.00
9-7-07	TEMPERATURE PROBE.	1.00	325.00	325.00
	730.50			
			Total	$1,025.00

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1031**

Date: **July 24, 2007**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
7-24-07	CLEANED AND REPAIR OF CHLORINATOR			
7-24-07	0' RING KIT	1.00	75.00	75.00
7-24-07	TUBING AND FITTING		25.00	25.00
7-24-07	LABOR			400.00
	730.50			
	Sub#			
	Approved			
	Accounting			
	Engineer			
			Total	$500.00

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1030**

Date: **July 12, 2007**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
7-12-07	REPAIR OF SLUDGE WASTE PUMP SYSTEM.			
7-12-07	THREE WAY SWITCH.	1.00	80.00	80.00
7-12-07	AUTOMATIC SWITCH OVER VALVE.		225.00	225.00
7-12-07	MATERIAL			45.00
7-12-07	LABOR			600.00
			Total	$950.00

THANK YOU FOR YOUR BUSINESS

730.50

Sub#

Approval

Calculations

Paid Out

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1029**

Date: **June 25, 2007**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
6-22-07	REPAIR OF SULFUR DIOXIDE AT WASTE WATER TREATMENT PLANT.			
6-22-07	INLET SET ASSEMBLY	1.00	366.50	366.50
6-22-07	VALVE BODY ASSEMBLY	1.00	215.50	215.50
6-22-07	O RING KIT	1.00	75.00	75.00
6-2207	INLET WATER VALVE	1.00	55.00	55.00
6-22-07	LABOR			600.00
	Job 730.50			
	Sub#			
	Approval			
	Calculations			
	Paid Ck#			
			Total	$1,312.00

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1028**

Date: **May 09, 2007**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
5-9-07	REPAIRED PLUMING AND WATER LINE UNDER SINK.			
5-9-07	MATERIAL			75.00
5-9-07	LABOR			250.00
			Total	$325.00

730.50
Sub#
Approval
Calculations
Paid CK#

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1027**

Date: **April 23, 2007**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
4-23-07	REPAIRED INFLUENT PUMP SYSTEM AND CALIBRATED.			
4-23-07	MATERIAL.			75.00
4-23-07	LABOR.			450.00
	49K 730.50			
	Sub#			
	Approval			
	Calculations			
	Paid CK#			
			Total	$525.00

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1026**

Date: **April 13, 2007**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BRUCE MEYER	NET 30

Date	Description	QUANTITY	Rate	Amount
4-13-07	SENAPHONE: MODEL DGD-1800	1.00	1,200.00	1,200.00
4-13-07	MATERIAL.			150.00
4-13-07	INSTALLATION			1,100.00
			Total	**$2,450.00**

Visa 730.50
Subt
Approx
Circumstance
Paid rec'd 2414 5-16-07

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1025**

Date: **April 03, 2007**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
4-3-07	CHECKED OUT EFFLUENT SAMPLE PUMP SYSTEM. LINE TO SAMPER BROKE, REPAIRED LINE AND CALIBRATED SAMPLER SYSTEM.			
4-3-07	MATERIAL			55.00
4-3-07	LABOR			600.00
	730.50			
			Total	$655.00

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1024**

Date: **March 23, 2007**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
3-23-07	REPAIR OF INFLENT SAMPLER PUMP			250.00
3-23-07	REPAIR AND CALIBRATION OF INFLUENT FLOW METER.			200.00
	Job 730.50			
	Sub#			
	Approval			
	Calculations			
	Paid CK#			
			Total	**$450.00**

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1023**

Date: **November 03, 2006**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
11-3-06	CALIBRATED AND REPAIR OF INFLUENT AND EFFLUENT FLOW METERS AND CHART RECORDER. Job 730.50 Sub# Approval Calculations Paid CK#			700.00
			Total	$700.00

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1022**

Date: **September 13, 2006**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
9-13-06	REPAIRED INFLUENT & EFFLUENT CHART RECORDER.			
9-13-06	CHART DRIVE MOTOR.		55.00	55.00
9-13-06	LABOR.		200.00	200.00
	Job 730.50			
	Sub#			
	Approval			
	Calculations			
	Paid CK#			
			Total	$255.00

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1021**

Date: **August 29, 2006**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
8-29-06	REPLACED INFLUENT SAMPLE PUMP AND CALIBRATED SAMPLEING SYSTEM.			
8-29-06	PUMP	1.00	625.00	625.00
8-29-06	MISCELLANEOUS MATERIAL		25.00	25.00
8-29-06	LABOR.		425.00	425.00
			Total	$1,075.00

730.50

Job
Sub#
Approval
Calculations
Paid CK#

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1020**

Date: **July 14, 2006**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
7-14-06	REPAIR OF INFLUENT SAMPLE PUMP AND CALIBRATION OF SYSTEM.			400.00
7-14-06	PARTS.			35.00
	Job 730.50			
	Sub#			
	Approval			
	Calculations			
	Paid CK#			
			Total	$435.00

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1019**

Date: **June 26, 2006**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
6-26-06	CHECKED OUT EFFLUENT SAMPLE SYSTEM.. LINES STOPPED UP. REPLACED PVC LINE & ELBOW. CALABRATED SYSTEM.		400.00	400.00
6-26-06	PVC LINES & ELBOW.		27.50	27.50
	Job 730.50			
	Sub#			
	Approval			
	Calculations			
	Paid CK#			
			Total	**$427.50**

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1017**

Date: **May 10, 2006**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
5-10-06	REMOVED AND REPAIRED EFFLUENT SAMPLE PUMP. INSTALLED AND CALIBRATED SAMPLE SYSTEM.			
5-10-06	FLOAT SWITCH ASSEMBLEY.	1.00	97.25	97.25
5-10-06	LABOR.		400.00	400.00
	Job 730.50			
	Sub#			
	Approval			
	Calculations			
	Paid CK#			
			Total	$497.25

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.

P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1016**

Date: **April 19, 2006**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
4-17-06	CALABRATION & REPAIR OF EFFLUENT & INFLUENT FLOW METERS & TOTALIZERS.		650.00	650.00
4-17-06	OUTPUT BOARD.		253.25	253.25
4-17-06	REPLACED LOCK ON OUTSIDE DOOR.		62.50	62.50
			Total	$965.75

Job 730.50

Sub#

Approval

Calculations

Paid CK#

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1015**

Date: **March 13, 2006**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
VERBAL BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
3-14-06	REPLACED LABORATORY FAUCET.	1.00	252.95	252.95
3-14-06	LABOR		300.00	300.00
			Total	$552.95

THANK YOU FOR YOUR BUSINESS

Job 730.5

Sub#

Approval

Calculations

Paid CK#

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1014**

Date: **January 31, 2006**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
1-31-06	REMOVED,REPAIRED,CLEANED AND CALABRATION OF INFLUENT AND EFFLUENT SAMPLER SYSTEM'S. INSTALLATION OF NEW PUMP ON EFFLUENT SYSTEM.			
1-31-06	PUMP AND MATERIAL			616.00
1-31-06	LABOR.			500.00
			Total	**$1,116.00**

THANK YOU FOR YOUR BUSINESS

Job 730.50

Sub#

Approval

Calculations

Paid OK#

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1013**

Date: **November 23, 2005**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFERY	NET 30

Date	Description	QUANTITY	Rate	Amount
11-23-05	REPAIR OF INFLUNET FLOW METER AT WASTE WATER TREATMENT PLANT.			
11-23-05	TEMPERATURE SENSOR.	1.00	675.00	675.00
11-23-05	SHIPPING			35.00
11-23-05	LABOR.			300.00
	Job 730.50 Sub# Approval Calculations Paid OK#			
			Total	$1,010.00

THANK YOU FOR YOUR BUSINESS

TECHNICAL SERVICE CO.
P.O. BOX 66
BON AQUA, TN 37025
PH: 931-670-3026
FAX: 931-670-4764

Invoice

Number: **1012**

Date: **August 22, 2005**

Bill To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE,, TN 37215

Ship To:

CARTWRIGHT CREEK UTILITY CO. INC.
2033 RICHARD JONES RD.
NASHVILLE, TN 37215

PO Number	Terms
PER: BOBBY WINFREY	NET 30

Date	Description	QUANTITY	Rate	Amount
8-22-05	CALBRATION AND REPAIR OF INFLUENT AND EFFLUENT FLOW METERS, TOTALIZERS,RECORDER AND SAMPLER SYSTEM. Job 730.50 Sub# Approval Calculations Paid CK#			525.00
			Total	$525.00

THANK YOU FOR YOUR BUSINESS

REMIT TO;
Technical Service Co.
P. O. BOX 66
Bon Aqua, TN 37025
931/670-3026

INVOICE

INVOICE # 1222
DATE 2-21-05

Bill To:

Cartwright Creek Utility Inc.
2033 Richard Jones Rd.
Nashville, TN 37215

Ship To:

WasteWater Treatment Plant

PO Number	Per: Bobby Winfrey	Terms	net 30 days

Date	Description	Quantity	Price	Amount
2-21-05	Chart Paper for Honeywell Record.	2 box	$45.00	$ 90.00
1-4-05	Billing for Service Invoice #1626 Copy Attached. Over 30 days.		$525.00	$525.00

Job 730.50
Sub#
Approval
Calculations
Paid CK# 2052 4-11-05

	Total	$615.00

Thank You For Your Business

TECHNICAL SERVICE CO.
P.O. Box 66
Bon Aqua, TN 37062
931-670-3026
Fax: 931-670-6075

Service you'll appreciate!

SERVICE INVOICE

1625

PLEASE PAY FROM THIS INVOICE.

Date: 1-4-05 Purchase Order Number: Per: Ruby in Troy

Name: Turnkey Creek Utility Co. Inc Phone No: _____

Address: 2033 Richard Jones Rd, Nashville, Tn 37215

INSTRUCTIONS OR JOB DESCRIPTION

Calibration and Repair of Influent and Effluent Flowmeters, Totalizers, Recorder and Sampler System.

	Time In:	Time Out:	Job Hrs.	TOTAL HOURS
LABOR:				

MATERIALS: Description	Qty.	CHARGES Each		TOTAL	
		$		$	
		MATERIAL CHARGES		$	
		Tax: @ Exp. %			
		SUB TOTAL			
		TRIP CHARGE			
		LABOR CHARGE		525	00
TOTAL CHARGE FOR JOB		**PAY THIS AMOUNT**		$ 525	00

Parts and Service Received: X For: Ruby via Troy

CUSTOMER SIGNATURE

Remarks _____

SERVICEMAN'S SIGNATURE

TECHNICAL SERVICE CO.
P.O. Box 66
Bon Aqua, TN 37062
931-670-3026
Fax: 931-670-4764

Service you'll appreciate!

SERVICE INVOICE

1626

PLEASE PAY FROM THIS INVOICE.

Date: 1-4-05 Purchase Order Number: Par = Bobby Winfrey

Name: Cartwright Creek Utility Co-Inc Phone No: _____

Address: 2033 Richard Jones Rd, Nashville, TN 37215

INSTRUCTIONS OR JOB DESCRIPTION

Calibration and Repair of Influent and Effluent Flowmeters, Totalizers, Recorder and Sampler System.

	Time In:	Time Out:	Job Hrs.	TOTAL HOURS
LABOR:				

MATERIALS: Description	Qty.	CHARGES Each		TOTAL	
		$		$	

Job 730.50

Sub# _____

Approval _____

Calculations _____

MATERIAL CHARGES	$	
Tax: @ Exp. %		
SUB TOTAL		
TRIP CHARGE		
LABOR CHARGE	525	00
TOTAL CHARGE FOR JOB ..... **PAY THIS AMOUNT**	$ 525	00

Parts and Service Received: X Par = Bobby Winfrey
CUSTOMER SIGNATURE

Remarks _____

William M. Dale
SERVICEMAN'S SIGNATURE

ATTACHMENT J
Cartwright Creek Agreement with Stillwater Development

SEWER AND WASTEWATER TREATMENT SYSTEM SERVICE AGREEMENT

This Sewer and Wastewater Treatment System Service Agreement (this "**Agreement**") is made and shall become effective this 30th day of August (*month*) 2007 (the "**Effective Date**"), by and between Cartwright Creek, L.L.C., a Tennessee limited liability company ("Cartwright Creek") and Eagle Ridge Investments, L.L.C, a Tennessee limited liability company ("Owner") (singularly, "**Party**," and collectively, the "**Parties**") pursuant to which Cartwright Creek will provide to Owner the services described herein.

RECITALS

A. **Whereas**, Owner owns a certain property in Williamson County, Tennessee, shown and legally described on Exhibit A herein (the "Property"), on which it plans to build a residential and commercial development and golf course (the "Stillwater Project" or the "Development");

B. **Whereas**, Owner and its consultants are designing and applying to the Tennessee Department of Environment and Conservation ("TDEC") and Williamson County for permit approvals to build and operate a wastewater treatment facility to be designed for Owner by Sheaffer International, L.L.C, as defined in Paragraph 8.b. of this Agreement (the "WWTP"), a sewage collection system as defined in Paragraph 8.a. of this Agreement (the "Collection System"), and a treated wastewater irrigation system as defined by Paragraph 8.c. of this Agreement (the "Irrigation System") on the property and/or on a nearby property (together, the "Project");

C. **Whereas**, Owner has requested Cartwright Creek, as a privately owned, wastewater treatment utility, holding a license from the Tennessee Regulatory Authority ("TRA"), to operate the Project and to own the WWTP, the Collection System, and the primary and secondary irrigation components of the Irrigation System (the golf course auxiliary irrigation will be retained by the Owner);

D. **Whereas**, Cartwright Creek desires to provide the requested services to Owner and also desires to ensure that the Project is designed and constructed in accordance with State and local laws, regulations, and ordinances, and that the project is capable of being operated according to State and Williamson County requirements and in accordance with approvals granted Cartwright Creek by the Tennessee Regulatory Authority ("TRA");

Now therefore, upon the following consideration and mutual promises, the Parties hereby agree as follows:

1. **INCORPORATION OF RECITALS AND EXHIBITS**. The foregoing Recitals and all attached Exhibits are hereby incorporated into this Agreement by reference.

2. **CONDITIONS OF SERVICES**. Cartwright Creek's performance obligations under the Agreement are expressly conditioned on the assumed "Basis for Scope of Services" provided in Exhibit C of this Agreement being followed. Owner agrees not to change the Project such that it becomes inconsistent with the Basis for Scope of Services without the prior written approval of Cartwright Creek and corresponding adjustment in compensation identified in Paragraph 5.a.ii. of this Agreement.

3. **COMMENCEMENT AND PERFORMANCE OF SERVICES.**

   a. General: Cartwright Creek's work and responsibilities under this agreement will be conducted during three phases of the project: Preconstruction; Construction; and Operation. The goal of the work during Preconstruction and Construction Phases is to ensure that the Collection System, WWTP, and Irrigation System are constructed in conformance with approved plans and specifications, tested and certified. The result will be full acceptance by Cartwright Creek, and successful Operation in accordance with its approved State and County permits.

   b. Preconstruction: The Cartwright Creek scope of work for this phase consists of document and drawing review; permit application review and signature, and application to provide service to the Tennessee Regulatory Authority (TRA). The work is described in Exhibit B to this agreement

RK

c. Construction: The Cartwright Creek scope of work for this phase consists of inspection and acceptance of construction. The work is described in Exhibit B to this agreement.

d. Operation: Upon completion of services defined in above Paragraphs 2.b. and 2.c, and upon receipt of all necessary State and county permit approvals necessary to operate the WWTP, Collection System, and Irrigation System, Owner shall transfer ownership of the Collection System, WWTP, and Irrigation System to Cartwright Creek in fee simple, free and clear of any and all liens and encumbrances.

Cartwright Creek shall not unreasonably withhold acceptance of this transfer and subsequently shall supply the manpower, tools, vehicles, and other resources required to operate and maintain the facility in conformance with requirements indicated in the operating permit approvals required to be obtained from the TDEC, Williamson County, and the TRA.

e. Date of Commencement of Services. The services to be performed by Cartwright Creek under this Agreement shall commence on the Effective Date of this Agreement.

4. RESPONSIBILITIES OF THE PARTIES.

a. Cooperation. Owner and Cartwright Creek agree to provide such information, execute and deliver any documents and to take such other actions as may be reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to carry out the intent of this Agreement. Each Party agrees to comply with all laws, rules and regulations applicable to the performance of its obligations hereunder. Owner and Cartwright Creek shall provide one another with all accurate and complete information concerning the Project that will assist efforts to assure that the operation and maintenance of the facility will be cost effective and environmentally sound.

b. Rights of Access. Owner warrants that it has, or will use, reasonable efforts to obtain the authority to, and hereby does, grant to Cartwright Creek all rights of access to all facilities to the extent reasonably necessary for Cartwright Creek to perform its duties and obligations required by this Agreement, including maintenance of the Collection System and operational monitoring of the Irrigation System, and emergency repairs, if necessary.

c. Material Changes. Owner shall construct the Project in accordance with the plans and specifications to be approved by TDEC and Williamson County and reviewed and accepted by Cartwright Creek in accordance with Paragraph 2.b. above. Owner shall not make substantial changes in the design, construction, or operation of the Collection System, the WWTP, or the Irrigation System without Cartwright Creek's review and written acceptance.

d. Homeowner Covenants. Owner shall draft homeowners' association covenants and bylaws and provide the documents to Cartwright Creek for review and approval, which shall not be unreasonably withheld. The covenants shall contain requirements for payment of monthly service fees as provided in Paragraph 4.c. of this Agreement, prohibited substances as provided in Paragraph 6. of this Agreement, and provide Cartwright Creek with the right to file a lien against the property of any property owner in the Development for nonpayment of fees.

e. Williamson County Bonding. Williamson County's "Regulations for Wastewater Treatment and Land Disposal Systems, Williamson County, Tennessee, November 3, 2004" (the "Regulations") set forth bonding requirements for wastewater treatment facilities that land apply effluent. Paragraph 1.10 of the Regulations defines two types of bonds that are required for this Project, the "Performance Bond" and the "Back-Up Bond." Owner shall be solely responsible for satisfying Williamson County requirements for the Performance Bond for constructing the Project. Cartwright Creek shall incorporate into its operations fees and the annual cost of the Back-Up Bond. The Owner shall be responsible for providing financial surety, if required, for the Back-Up Bond, consisting of a Letter of Credit or other surety acceptable to Williamson County and the bonding company.

5. COMPENSATION.

a. Preconstruction: The fees for Cartwright Creek work during the preconstruction phase are based upon the estimated hours for Cartwright Creek and/or a subconsultant's staffs. The Owner will reimburse Cartwright Creek for this work, which is budgeted to amount to $36,000. Actual time and materials and reimbursable expenses required for Cartwright

RK

Creek to complete the work will be billed against this budget. In the event the budget is exceeded, Cartwright Creek shall notify Owner and complete the work on a time and materials billing basis plus expense reimbursement, per the terms of Exhibit E of this Agreement. The $36,000 budget is allocated as follows:

- Engineering Review (Preconstruction Phase Tasks 1 and 2 from Exhibit B) $22,000
- Administrative Work (TRA CCN filing, per Preconstruction Phase Task 3 from Exhibit B)$14,000

i. Payment Schedule. Owner shall pay Cartwright Creek these fees based on Cartwright Creek's monthly invoicing for the work as it is completed. Payment shall be due on a Net 30 days invoicing basis.

ii. Limitation of Scope. The Scope of Work provided by Cartwright Creek is expressly limited to the terms of this Agreement, found in Paragraph 2 and Exhibit B, including the limiting assumptions provided in Exhibit B. Should additional work be necessary or requested by Owner, Cartwright Creek shall perform the work on a time and materials basis at its or its consultants' customary hourly rates, and be compensated for any reimbursable expenses incurred in the course of completing the work, per the rates provided in Exhibit E of this Agreement.

b. Construction: The fees for Cartwright Creek's work during the construction phase are based upon the estimated hours for Cartwright Creek and/or a subconsultant's staffs, assuming a 16-week construction schedule and two construction inspection site visits per week. Based on these assumptions, the Owner shall pay Cartwright Creek $39,000 for this work. Should additional site visits be necessary or should the $39,000 budget be otherwise exceeded, Cartwright Creek will bill Owner on time and materials, including reimbursable expenses, based on its standard billing rates provided in Exhibit E of this Agreement, or the rates of its consultants.

c. Operations:

i. Connection Fees: The Collection System, WWTP, and Irrigation System are being constructed at the sole cost of the Owner. There will be no connection fees due Cartwright Creek for the residential and commercial units within the Stillwater Development, with property described in Exhibit A, up to a maximum of 500 equivalent dwelling units (EDUs).

ii. Monthly service fee: Each property owner in the Stillwater Development shall pay Cartwright Creek a monthly service fee as established in Cartwright Creek's tariff as approved by the TRA (the "Service Fee"), based on a proportionate share of the cost to operate, maintain, and manage the Project, per Paragraph 8.d. of this Agreement. This Service Fee is the responsibility of each property owner (or the property owner's lessee) to pay, not Stillwater Development. The amount of the Service Fee will be established during the Project design, permitting, and application to the TRA for Cartwright Creek to own and operate the Project.

iii. Operating Reserve Fund. During the build-out of the Development, the Parties recognize that there will be a shortfall between the Operations Costs and the revenue provided by the Service Fees paid by homeowners (the "Shortfall"). The Owner shall cover the Shortfall, by funding an Operating Reserve Fund in escrow. Prior to Cartwright Creek taking ownership of the facility and annually thereafter, Owner or any assignee per Paragraph 7.m. of this Agreement shall place an amount in the Operating Reserve Fund equivalent to Cartwright Creek's estimated Shortfall for the coming year. Cartwright Creek shall estimate the Shortfall based on its operating expenses approved by the TRA for the previous year and the projected Service Fees to be paid in the coming year, and invoice Owner for this amount, payable to the Operating Reserve Fund escrow account.

iv. Residential Grinder Pump Service and Replacement. Each homeowner is responsible for repairing and replacing his/her Residential Grinder Pump as necessary to operate the pump in compliance with the design documents approved by Cartwright Creek and the manufacturer's operating manual. Cartwright Creek has the right to access the property to inspect the pump at any time to ensure that the pump is operating as required. If, in Cartwright Creek's sole discretion, the pump needs to be repaired or replaced, the homeowner must repair or replace the pump per Cartwright Creek's requirements. If requested by the homeowner, Cartwright Creek will help the homeowner perform the required work on the pump on a time and materials basis, per the terms provided in Exhibit D of this Agreement.

d. No Withholding of Payments. In the event any dispute arises between Cartwright Creek and Owner with respect to this Agreement, the Parties will promptly undertake to resolve such dispute. The Owner will not withhold or delay scheduled payment any fees due to Cartwright Creek under this Agreement pending resolution of such dispute.

e. Late Charges. Invoices shall be due on a Net 30 days basis. Cartwright Creek may assess interest charges for any past due invoices, at a rate of prime plus 2 percent.

f. Lien Rights and Right to Shut Off Water. In the event that payment of any fees due Cartwright Creek under this Agreement become delinquent by more than six months, Cartwright Creek may file a lien against the property of the Owner or individual property owner (if the past due fee is the monthly service fee) to secure its claim to the past due fees, and/or shut off potable water from the delinquent home until all past due amounts, including any accrued interest charges, are paid in full. Cartwright Creek shall notify the Owner or the individual property owner in writing at least 30 days prior to filing the lien or shutting off the water, that Cartwright Creek intends to file the lien and/or shut off the water unless the past due amount is received by the close of the 30 day notification period.

6. **TERMINATION.**

Termination for Owner's Material Default. Cartwright Creek may terminate this Agreement by written notice to Owner if Owner materially fails to comply with the terms or conditions of this Agreement and, after receiving written notice describing such failure from Cartwright Creek, Owner fails to take corrective actions within 30 days of notification. In the event of Owner's material default, Cartwright Creek will retain title to the Collection System and WRS and shall have no obligation to provide any sewer and wastewater service connections to Owner, its heirs or assigns.

Termination for Failure to Secure State, County, or TRA Approval. Owner may terminate this Agreement by written notice to Cartwright Creek if Cartwright Creek fails to secure the required TRA CCN approval within 365 days of the date of this Agreement. Cartwright Creek may terminate this Agreement if Owner fails to secure the State Operating Permit from TDEC or Williamson County preliminary and final plat approvals within 365 days of the date of this Agreement.

7. **PROHIBITED AND RESTRICTED DISCHARGES.** As provided in Paragraph 3.d. above, the Homeowner Covenants shall restrict potentially harmful substances from being flushed or discharged to the sewer and wastewater system. Owner, Owner's project engineer and Cartwright Creek shall jointly identify such substances and restricted discharges.

8. **OTHER TERMS AND CONDITIONS.**

a. Attorneys' Fees and Court Costs. The Parties in any dispute between the Parties arising from this Agreement shall be responsible for their own attorneys' fees and costs incurred in pursuing or defending such dispute.

b. Notices. Any notice required under this Agreement shall be in writing, personally delivered or sent by certified mail, postage prepaid, to the other Party at the address set forth below or to such other address as any Party may so designate in writing from time to time.

TO: Cartwright Creek, LLC	To: Eagle Ridge Investments, L.L.C.
Attn: Manager	Attn: Manager
800 Roosevelt Rd., Suite B-214	25701 Lakeland Blvd, Suite 101
Glen Ellyn, IL 60137	Euclid, OH 44132

With a copy to the Parties' registered agents, as follows:

Cartwright Creek, LLC	Eagle Ridge Investments, L.L.C.
C/O Bruce Meyer	C/O Charles E. Morton, IV
1551 Thompson's Station Rd West	130 Fourth Avenue South
Thompson's Station, TN 37179	Franklin, TN 37064

c. Force Majeure. In the event either Party's performance of this Agreement is delayed in connection with any circumstance beyond such Party's control including, without limitation, fires, floods, accidents, labor shortages,

failure to secure materials as a result of strikes, riots, and national emergencies, but expressly excluding obligations of payment, then such Party may elect to suspend performance under this Agreement but only to the extent, and only for the period, that its performance is prevented by the event. In the event that any suspension under this paragraph occurs for a period in excess of 45 days, either Party may elect to terminate this Agreement.

d. Entire Agreement. This Agreement has been negotiated and prepared by and for the Parties equally and shall not be construed as having been drafted by one Party. When fully executed, it shall supersede all prior agreements, either oral or in writing. This Agreement shall constitute the entire agreement between the Parties and shall not be modified except through writing and signed by the Parties.

e. Construction of Agreement. In the event that any part of this Agreement shall be declared void or unenforceable by any court having jurisdiction, such imperfection shall not affect the validity or enforceability of the remainder of this Agreement unless the result would be manifestly unconscionable. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be construed to, define, limit or extend the scope or intent of this Agreement. The terms, conditions, obligations and definitions contained in this Agreement are intended by the Parties to apply to all attachments attached unless expressly provided otherwise.

f. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute a waiver of that Party's right to enforce the same in the event of a continuing or subsequent default on the part of the other Party.

g. Choice of Law; Designation of Jurisdiction for Disputes; Venue. This Agreement is governed by and shall be construed in accordance with laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Tennessee. The Parties mutually consent to the jurisdiction of the federal and state courts in Williamson County, Tennessee and agree that any action, suit or proceeding concerning, related to, or arising out of this Agreement and the negotiation of this Agreement will be brought only in a federal or state court in Williamson County, Tennessee and the Parties agree that they will not raise any defense or objection or file any motion based on lack of personal jurisdiction, improper venue, inconvenience of the forum or the like in any case filed in a federal or state court in Williamson County, Tennessee.

h. No Third-Party Rights. Nothing in this Agreement (including any attachments) shall create, or be construed as creating, any express or implied rights in any person or entity other than the Parties except that Cartwright Creek and Burrus Ridge are express third-party beneficiaries of any section that specifically names them.

i. Counterparts. This Agreement may be executed in multiple counterparts including by facsimile transmission, each of which is considered an original and shall be binding upon the Party who executed same, but all of such counterparts shall constitute the same Agreement.

j. Authority. Both Parties hereby warrant that they are fully authorized to enter into this Agreement and to perform each of their respective obligations described.

k. Subcontracting. Notwithstanding anything to the contrary in this Agreement, Cartwright Creek may subcontract any part of its obligations under this Agreement to a related entity, merged corporation without obtaining the prior consent of Owner, provided, that no such subcontracting shall release Cartwright Creek from liability for the performance of its obligations hereunder.

l. Independent Contractor. Owner and Cartwright Creek intend that an independent contractor relationship be created by this Agreement and nothing in this Agreement shall be construed as creating an agency, employer/employee relationship, partnership, joint venture, or other business group relationship except as otherwise expressly provided herein.

m. Assignment and Delegation. Owner shall not assign, transfer, or otherwise dispose of any of its rights, nor delegate its obligations under this Agreement without the prior written consent of Cartwright Creek. If Owner requests such

consent of Cartwright Creek, Cartwright Creek shall not unreasonably withhold its consent. Cartwright Creek may, with Owner's prior written consent, assign, transfer or otherwise dispose of any of its rights or delegate its obligations under this Agreement to (a) any affiliated or subsidiary entity of similar net worth; or (b) any person or entity qualified to perform the Wastewater Treatment and/or Additional Services. This Agreement will inure to the benefit of and be binding upon any successors and permitted assigns or delegates.

n. Change in Permit or Regulatory Requirements. Nothing in this Agreement shall be construed to prohibit Cartwright Creek from requiring an increase in the fees payable to Cartwright Creek under this Agreement in the event of a regulatory or permit change, including a change in the rate structure for Cartwright Creek approved by the TRA.

o. Indemnification. Owner does hereby defend, indemnify and save Cartwright Creek harmless from and against any and all claims, actions, damages, liabilities, expenses and costs of litigation in connection with loss of life, personal injury, and/or damage of property arising from or out of any occurrence in, upon, or at the Property, occasioned wholly or in part by any act or omission by Owner, its agents or invitees upon said Property.

p. Dispute Resolution. Except as provided herein with regard to injunctive or equitable relief, all disputes and controversies between the parties arising out of or in connection with this Agreement, as to the existence, construction, validity, interpretation/meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination thereof shall be submitted to "Arbitration" as provided in this Agreement.

(i) PRELIMINARY PROCEDURES. If there are preliminary steps or procedures that would have to be followed under state law before a lawsuit could be commenced, those steps or procedures must be followed before the Arbitration can begin. Compliance with these state law provisions and any negotiations or settlement attempts made before the Arbitration do not constitute waiver of the Arbitration.

(ii) ARBITRATION FEES. The parties agree to share equally the cost of filing fees and administrative fees charged in connection with the Arbitration. If one of the parties pays a fee to the arbitrator in the process of requesting or scheduling the Arbitration, the other party will reimburse the paying party for its half of the fee within 30 days of being requested to do so in writing. With regard to any other cost incurred in connection with the Arbitration, each party shall bear their own costs. If a party uses litigation to enforce this Arbitration provision or the Arbitration award, the court will award to the prevailing party its court costs and reasonable attorney's fees.

(iii) ARBITRATION PROCEDURE. Thirty (30) days after the controversy arises and all preliminary steps or procedures have been satisfied, either of the parties may demand Arbitration. The parties shall select a single arbitrator from the current year's list as maintained by the American Arbitration Association for the nearest geographical area / local municipality to the Property in question. If the parties are unable to agree on one arbitrator from said list, then the parties will each choose one arbitrator from the list and those two arbitrators will then choose the single arbitrator who shall decide the case.

(iv) ARBITRATION AWARD AND RULES. The award rendered by the single arbitrator appointed pursuant to this Agreement shall be final and binding on all parties to the proceeding, and judgment on the award may be entered by either party in the highest court, state or federal, having jurisdiction. The appropriate Arbitration Rules and Mediation Procedures of the American Arbitration Association shall govern and control the Arbitration, and discovery in the form of document production and depositions shall be permitted, subject to the restrictions and conditions established by the Arbitrator.

(v) ARBITRATION DEFENSE. The parties agree that the Arbitration provisions of this Agreement shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or local court or before any administrative tribunal with respect to any controversy or dispute arising during the period of this Agreement, except that nothing herein shall preclude the parties from seeking injunctive or other equitable relief from a court of competent jurisdiction. The Arbitration provisions shall, with respect to the controversy or dispute, survive the termination or expiration of this Agreement and is binding on the parties and their respective successors and assigns. Nothing contained in this Agreement shall be deemed to give the arbitrator(s) any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

9. **DEFINITIONS.**

a. "**Sewage Collection System**," or "**Collection System**," means sewage collection pipe easements granted to Cartwright Creek, which shall run from the property line of each subdivided property in the Development served by the Project to wastewater collection pipelines and to the WWTP, as designed by Owner's civil engineer, as well as the pipe, valves, electrical controls, flow meters, and manholes installed within the easement. The Collection System does NOT include any real property interest in the subdivided, residential lots included in the Project, except that Cartwright Creek shall be granted a right of access to each lot for the purpose of maintaining, repairing, and replacing the individual grinder pumps serving each home, per Paragraph 4.b.iv. of this Agreement, and a right of access to the potable water supply shut-off valve for each home, per Paragraph 4.e. of this Agreement.

b. "**Residential Grinder Pumps**" means the sewage pumps to be provided by E-one which have been specified by Owner's civil engineer for this Project. Each home served by the WWTP will be required to have a grinder pump meeting the design specifications approved by Cartwright Creek to macerate the sewage and pump the wastewater to the WWTP. Each Residential Grinder Pump shall be affixed to its corresponding residential property and owned by the homeowner. Each homeowner shall be responsible for repairs and replacement of his/her Residential Grinder Pump, subject to the conditions provided in Paragraph 4.b.iv. of this Agreement.

c. "**Wastewater Treatment Plant**" or "**WWTP**" means the wastewater treatment system designed by Owner's consulting engineers, including treatment equipment, building, and site.

d. "**Irrigation System**" means the reclaimed wastewater irrigation pumps, pipe, sprinklers, and other appurtenances for irrigating treated wastewater to the primary and secondary irrigation areas.

e. "**Operations Costs**" means the costs to operate and maintain the Collection System, WWTP, and Irrigation System including those items listed in Exhibit D and other reasonable and documented costs.

f. "**Wastewater Treatment and Reuse Facilities**" means the Collection System, Wastewater Treatment Plant, and Irrigation System as defined above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date written above.

EAGLE RIDGE INVESTMENTS, L.L.C.

By: _____

Name: D.J. Keehan

Title: Member

CARTWRIGHT CREEK, L.L.C.

By: _____

Name: Robert Cochrane

Title: CFO / Secretary / Thereafter Internationl As Manager

EXHIBIT A

PROPERTY MAP AND LEGAL DESCRIPTION

(to be provided by Owner)

EXHIBIT B

SCOPE OF PRECONSTRUCTION AND CONSTRUCTION PHASE SERVICES

Preconstruction Phase Scope of Services

1. Collection System

- Review collection system plans and specifications prepared by Owner's engineer, provide a list of clarifications/comments, resolve and answer questions with Owner's engineer, and issue a letter of acceptance.
- Review operations and maintenance manual for the collection system prepared by Owner's Engineer.

2. Irrigation System

- Review design plans and specifications prepared by Owner's engineer, provide comments and questions, resolve, issue letter of acceptance.
- Review engineering and permitting documents (DSIR, DDR, Engineering Report, soils information) prepared by Owner's Engineer, provide list of comments and questions, resolve, issue letter of acceptance.
- Review design plans and specifications prepared by Owner's engineer, provide comments and questions, resolve, issue letter of acceptance.

3. Wastewater Treatment System

- No additional work required provided Exhibit C Scope Basis is followed.

4. Regulatory and Administrative

- Review and sign the TDEC State Operating Permit application(s) prepared by Owner's Engineer for the Collection System, WWTP, and Irrigation System.

Construction Phase Scope of Services

1. Collection System

- Construction inspection on a weekly basis or as needed and witness pressure testing of collection lines prior to backfill.
- Review of individual certificates of installation and testing provided by installer.
- Review, comment if required, and issue letter of acceptance of the as-built system drawings
- Prepare final punchlist and after completion of punchlist items, prepare letter of acceptance for the collection system.

2. Wastewater Treatment Plant and Irrigation System

- Inspect the construction on a regular basis to ensure conformance with plans and specifications.
- Prepare final punchlist, and after completion issue certificate of acceptance from Cartwright Creek.
- Review operations and maintenance manual prepared by Owner's Engineer

Exhibit C
Basis for Scope of Services

- Collection System:
  - Will be a low-pressure design and consist of: collection force mains installed in the streets and other common areas (i.e. not on homeowner's properties); and, individual grinder pumps (E-one or equivalent) at every home.
  - Individual grinder pumps will be installed by the homebuilder using a factory-certified installer. Prior to occupancy, each home will provide a certificate of installation and testing from the installer or manufacturer's local representative. The homeowners will be responsible for repair and replacement of the individual grinder pumps.
  - Stillwater's contractor will install and test the collection system in the common areas.
- Wastewater Treatment system:
  - Will be constructed by the Owner on the Burns Property, which is within Cartwright Creek's existing approved service area.
  - Will be a two cell, Sheaffer Wastewater Reclamation and Reuse System designed to treat 330,000 gallons per day of wastewater. There will be additional area set aside for system expansion to serve additional property in the region.
- Irrigation System:
  - Will have area sufficient to serve up to 150,000 gallons/day from the Stillwater development and up to 150,000 gallons/day from future development on the Burns property. Irrigation areas will be on the Stillwater properties south of Cox Road and on the Burns property.
  - Will utilize subsurface drip irrigation and will be sized and designed to comply with Williamson County and TDEC regulations and guidelines, including primary and secondary irrigation areas required by the county.
  - Will have irrigation storage volume meeting County and TDEC requirements will be incorporated within the Wastewater Treatment System and/or constructed on the Stillwater property south of Cox Road.
  - The Stillwater golf course will be utilized as an additional, "auxiliary" irrigation area per Williamson County regulations. The golf course will be owned and managed by the Owner or Owner's assigns. The golf course operators will be responsible for controlling the use of reclaimed water on the golf course and related permit requirements. The use of reclaimed water on the golf course will not require the Collection System, WWTP or Irrigation System to be operated in a manner that incurs Operation Costs over and above the costs for subsurface drip irrigation.
- Owner or Owner's engineer will:
  - Complete the county and TDEC permit documents such as the DDR, DSIR, Engineering Report, and related fieldwork, engineering and testing, stamped by a licensed Tennessee Professional Engineer.
  - Complete the detailed construction plans and specifications, stamped by a licensed Tennessee PE, for the Collection System, Irrigation System, and additional storage requirements south of Cox Road. After construction, the plans and specifications will be updated and reissued as built.
  - Prepare the TDEC State Operating Permit Application forms and required information; pursue approval, lead follow-up meetings with TDEC, respond to TDEC comments, make changes to documents, coordinate the owner's role in public hearings. Cartwright Creek will review and

sign the State Operating Permit application, will attend related meetings with TDEC staff required to obtain the permit, and will attend and testify at public hearings, if required.

- Sheaffer International will complete the detailed engineering, plans, and specifications for the Wastewater Reclamation and Reuse System.
- The Owner will fund and construct all components of the Collection System, Irrigation System, and Wastewater Treatment System.

Any changes from the plans and specifications approved by TDEC for the Wastewater Treatment, Irrigation System, and Collection System will be submitted to Cartwright Creek for review and approval prior to implementing the change.

EXHIBIT D
ITEMS INCLUDED IN CARTWRIGHT CREEK'S OPERATIONS COSTS

- Operating Labor
- Administrative Labor (Management, accounting, legal, engineering)
- Sampling and Testing Costs
- Regular preventative maintenance cost (monthly, annual, or other required frequency)
- Grounds keeping, mowing, cover crop maintenance
- Unscheduled maintenance and troubleshooting
- Replacement equipment allowance for WTTP, Collection, and Irrigation Equipment
- Electric Power
- Other Utility bills (water, telephone, internet)
- Insurance
- Bonding: Surety, Backup or others required by County and/or other agencies
- Sludge handling, transportation, and disposal costs
- Taxes
- Permit and other fees required by regulatory agencies
- Customer billing costs (preparation, mailing, collection)
- Materials and supplies (chemicals, consumables)
- Interest expense

EXHIBIT E
Schedule of Standard Hourly Rates and Reimbursable Expenses

Standard Hourly Rates

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Design Review Engineering	$125 / hour*
Construction Inspection	$100 / hour*
Pre-Operations Consulting	$125 / hour*

*Travel time required for site visits, meetings, etc. in order to complete work under these categories is billable at the rate indicated for the appropriate category of work to be completed.

Reimbursable Expenses

Reimbursable Expenses are subject to annual review and adjustment. Reimbursable expense rates in effect on the date of the Agreement are:

Mileage (auto)	IRS Standard Mileage Rate
Long Distance Phone Calls	cost + 10%
Meals and Lodging	cost + 10%
Air Travel, Airport Parking	cost + 10%
Public Transportation, Tolls	cost + 10%
Car / 4WD Truck Rental	cost + 10%
Consultant Charges	See Note*

*Consultants' charges shall be subject to an administrative factor of 10%, and Owner shall be responsible for payment of the total (110% of consultant charges) to Cartwright Creek.

Amendment 1 To Agreement (the "Amendment")

1. Background Data:

   a. Effective Date of Agreement: August 30, 2007

   b. Owner: Eagle Ridge Investments, L.L.C, a Tennessee limited liability company

   c. Utility: Cartwright Creek, L.L.C, a Tennessee limited liability company ("Cartwright Creek")

   d. Specific Project: Stillwater Conservation Development Wastewater Treatment and Effluent Reuse System

2. Nature of Amendment

   √ Additional Services to be performed by Utility

   √ Modifications to Services of Utility

   √ Modifications to Payment to Utility

   √ Modifications to Time(s) for rendering Services

3. Description of Modifications

   Attachment 1, "Modifications"

   Attachment 2, "Standard Hourly Rates and Reimbursable Expenses"

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Owner and Utility hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 3.1.09

OWNER: Eagle Ridge Investments, L.L.C.

By: [signature]

Printed Name: D.J. Keehan

Title: Member

Date Signed: 3.1.09

UTILITY and ASSIGNOR: Cartwright Creek, L.L.C.

By: _____

Printed Name: Robert I. Cochrane

Title: CFO / Secretary, Sheaffer International, L.L.C. as Managing Member of Cartwright Creek, L.L.C.

Date Signed: _____

ASSIGNEE: Sheaffer International, L.L.C.

By: _____

Printed Name: Scott Davis

Title: Vice President of Operations

Date Signed: _____

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This is **Attachment 1**, consisting of 1 page, to Amendment No. 1, dated 8-109.

Modifications

1. Utility shall perform the following Additional Services:

   a) Review and provide written comments on revisions to the Design Development Report ("DDR") / Engineering Report and the Detailed Site Investigation Report ("DSIR") completed by Owner's engineering firm, Atwell-Hicks. Discuss comments in telephone review conferences.

   b) Attend four (4) meetings, if required, with Williamson County and the Tennessee Department of Environment and Conservation ("TDEC") staff to discuss resubmitted documents and proposed changes.

   c) Provide two (2) site visits to witness additional soils investigations in the relocated primary irrigation area around the treatment site.

   d) Initial design review telephone conversations with Atwell-Hicks staff to agree on conceptual design and phasing of the wastewater treatment system in sufficient detail for reports.

2. The Parties anticipate entering into a second amendment to the Agreement to update the Utility's scope of work, compensation, and other terms, at a later date.

3. For the Additional Services or the modifications to services set forth above, Owner shall pay Utility the following additional or modified compensation:

   a) Time and materials (T&M) plus reimbursable expenses, per Utility's rates found in Attachment 2 to this Amendment 1. A T&M estimated budget of $11,200, plus additional reimbursable expenses, is established for this Amendment 1. This estimated T&M budget shall be adjusted equitably to compensate Utility for its work, if necessary; however the estimated T&M budget shall not be exceeded without prior written consent by Owner.

4. Utility shall complete its work within a reasonable time.

5. Additional Modifications.

   a) Assignment. Cartwright Creek shall assign its rights and delegate its duties under this Amendment 1 to Sheaffer International, L.L.C, a Delaware limited liability company and Cartwright Creek's managing member ("Sheaffer"). Per Paragraph 8.m. of the Agreement, Owner hereby consents to this assignment and delegation. Date of Agreement

   b) Atwell-Hicks will revise the DDR/Engineering Report and the DSIR and submit the documents to Williamson County. One hard copy of each will be transmitted to the Sheaffer office in Tennessee and one hard copy of each will be transmitted to the Sheaffer office in Glen Ellyn, IL.

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c) Sheaffer will have seven (7) working days to review and provide written comments to Atwell-Hicks.

d) Atwell Hicks will prepare revisions to the TDEC SOP forms for Cartwright Creek's review and signature.

e) Atwell-Hicks will establish and coordinate the permit and approval revision process for the County and TDEC.

f) System treatment system design concept is revised to include an STS-Aerorotor treatment system followed by disc filtration, ultrafiltration, and UV disinfection. A 40 day lined storage cell will also be provided that will also serve as an emergency storage cell if the treatment system is out of service. Detailed design of this system will commence upon receipt of sufficient assurance of acceptance of the changes from the County and TDEC.

g) The treatment system will be constructed in phases to allow deferral of a portion of the system cost. The first phase will handle approximately 76,000 gallons/day.

h) Irrigation areas will be reconfigured so that the initial primary irrigation is at or around the treatment site.

i) The Stillwater Cartwright Creek agreement will be revised to reflect the incorporation of the STS Aerorotor System and the phasing of the treatment system construction. This contract revision will be completed upon receipt of sufficient approvals from the County and TDEC on the proposed change in treatment system design.

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This is **Attachment 2**, consisting of 1 page, to Amendment No. 1, dated 3.109

Standard Hourly Rates and Reimbursable Expenses Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of Amendment 1 are:

Chief Financial Officer	Robert Cochrane	$185/hour
VP, Operations	Scott Davis	$185/hour
Chief Engineer	Bruce Meyer, P.E.	$185/hour
Operations Manager	Nathan Hinch	$150/hour
Staff Engineers / Engineering Design Associates	James Gaspar Arijit Sarkar Larry LeDay	$150/hour
Consulting Engineers		Cost + 20%
WWTP Operations	Delmar Reed	$130/hour
Billing Class 2	Technician II	$100/hour
Billing Class 1	Technician I	$90/hour
Support Staff		$80/hour

Reimbursable Expenses Schedule

A. Reimbursable Expenses are subject to annual review and adjustment. Reimbursable expense rates in effect on the date of the Agreement are:

8.5"x11" Copies	$0.10/page
11" x 17" Copies	$0.25/page
24" x 36" plans, via outside copy service	cost + 10%
Messenger, shipping	cost + 10%
Mileage (auto)	@ IRS rate in effect at time of invoice
Conference Call Service	cost + 10%
Meals and Lodging	cost
Air Travel, Airport Parking	cost
Note: Business Class required for International flights	
Public Transportation, Tolls	cost
Car Rental	cost
Note: 4 x 4 vehicles shall be rented, if required	

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Amendment 2 to Agreement (the "Amendment")

1. Background Data:

   a. Effective Date of Agreement: August 30, 2007

   b. Owner: Eagle Ridge Investments, L.L.C, a Tennessee limited liability company

   c. Utility: Cartwright Creek, L.L.C, a Tennessee limited liability company ("Cartwright Creek")

   d. Specific Project: Stillwater Conservation Development Wastewater Treatment and Effluent Reuse System

2. Nature of Amendment

   √ Additional Services to be performed by Utility

   √ Modifications to Services of Utility

   √ Modifications to Payment to Utility

   √ Modifications to Time(s) for rendering Services

3. Description of Modifications

   Attachment 1, "Modifications"

   Attachment 2, "Standard Hourly Rates and Reimbursable Expenses"

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This is **Attachment 1,** consisting of 1 page, to Amendment No. 2, dated _____.

Modifications

1. Utility shall perform the following Additional Services:

   a) Wastewater Collection, Treatment and Irrigation System Design Plans, Specifications, and other Contract Documents Review

      i. Review design plans, specifications, general conditions for construction, and other contract documents prepared by Owner's engineering consultants.

      ii. Review equipment shop drawings and other required submittals to be provided by Owner's engineering consultants and construction manager.

      iii. Attend preconstruction meetings arranged by Owner's representatives.

      iv. Attend meetings with TDEC and County staff to review potential modifications to previously submitted permits.

   b) Potable Water System Permitting and Preliminary Design Review

      i. Review and provide written comments on preliminary design documents for a potable water well, piping, storage, treatment, and distribution system (the "Potable Water System") to serve the Project, to be completed by Owner's engineering consultant. Discuss comments in telephone review conferences.

      ii. Attend four (4) meetings, if required, with Williamson County and the Tennessee Department of Environment and Conservation ("TDEC") staff to discuss submitted documents and proposed changes.

      iii. Prepare filing documents and attend meetings with the Tennessee Regulatory Authority ("TRA") to obtain TRA approval for Utility to own and operate the Potable Water System.

      iii. Provide two (2) site visits to witness additional hydrogeological testing and/or test well drilling at the proposed well location.

      iv. Initial design review telephone conversations with Atwell-Hicks staff to agree on conceptual design and phasing of the Potable Water System in sufficient detail for reports.

   c) Legal consultation. An estimated amount of $4,000 has been included in the budget for in-house legal work and consultation with Utility's local counsel, Smith, Cashion & Orr, PLC, regarding completion of the transaction to transfer the water and wastewater utility assets to Cartwright Creek,

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LLC and to define the working relationship with the Milcrofton Utility District. These costs will be passed through to the Owner with no markup from Utility.

2. The Parties anticipate entering into an additional amendment to the Agreement to update the Utility's scope of work, compensation, and other terms, at a later date, to cover review of the final design documents for the Potable Water System.

3. For the Additional Services or the modifications to services set forth above, Owner shall pay Utility the following additional or modified compensation:

a) Time and materials (T&M) plus reimbursable expenses, per Utility's rates found in Attachment 2 to this Amendment 2. A T&M estimated budget of $56,900, plus additional reimbursable expenses, is established for this Amendment 2 ($39,200 for Task 1.a) (wastewater system design review) and $17,700 for Task 1.b) (Potable Water System preliminary design and permitting review). This estimated T&M budget shall be adjusted equitably to compensate Utility for its work, if necessary; however the estimated T&M budget shall not be exceeded without prior written consent by Owner.

4. Utility shall complete its work within a reasonable time.

5. Additional Modifications.

a) Assignment. Cartwright Creek shall assign its rights and delegate its duties under this Amendment 2 to Sheaffer International, L.L.C, a Delaware limited liability company and Cartwright Creek's managing member ("Sheaffer"). Per Paragraph 8.m. of the Agreement, Owner hereby consents to this assignment and delegation.

b) Atwell-Hicks will prepare the required design documents and submit them to Williamson County and TDEC as required. One hard copy of each will be transmitted to the Sheaffer office in Tennessee and one hard copy of each will be transmitted to the Sheaffer office in Glen Ellyn, IL.

c) Atwell Hicks will prepare the required TDEC permit application forms for Cartwright Creek's review and signature.

d) Atwell-Hicks will establish and coordinate the permit and approval revision process for the County and TDEC.

e) Detailed design of the Potable Water System will commence upon receipt of sufficient assurance of acceptance of the changes from the County and TDEC. An additional budget will be required for Utility to review the detailed design documents (plans, specifications, etc.) and will be determined and agreed between the parties in a subsequent amendment of the Agreement.

f) The Stillwater Cartwright Creek agreement will be revised or the Parties shall enter into a separate agreement to reflect the incorporation of the Potable Water System for the purpose of establishing the terms and conditions under which Cartwright Creek will accept, own, operate, and maintain the Potable Water System. This contract revision or new, separate contract will be completed upon receipt of sufficient approvals from the County and TDEC on the proposed design.

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This is **Attachment 2**, consisting of 1 page, to Amendment No. 2, dated _____.

Standard Hourly Rates and Reimbursable Expenses Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of Amendment 2 are:

Chief Financial Officer	Robert Cochrane	$185/hour
VP, Operations	Scott Davis	$185/hour
Chief Engineer	Bruce Meyer, P.E.	$185/hour
Operations Manager	Nathan Hinch	$150/hour
Staff Engineers / Engineering Design Associates	James Gaspar Arijit Sarkar Larry LeDay	$150/hour
Consulting Engineers		Cost + 20%
WWTP Operations	Delmar Reed	$130/hour
Billing Class 2	Technician II	$100/hour
Billing Class 1	Technician I	$90/hour
Support Staff		$80/hour

Reimbursable Expenses Schedule

A. Reimbursable Expenses are subject to annual review and adjustment. Reimbursable expense rates in effect on the date of the Agreement are:

8.5"x11" Copies	$0.10/page
11" x 17" Copies	$0.25/page
24" x 36" plans, via outside copy service	cost + 10%
Messenger, shipping	cost + 10%
Mileage (auto)	@ IRS rate in effect at time of invoice
Conference Call Service	cost + 10%
Meals and Lodging	cost
Air Travel, Airport Parking	cost
Note: Business Class required for International flights	
Public Transportation, Tolls	cost
Car Rental	cost
Note: 4 x 4 vehicles shall be rented, if required	
Legal fees from local counsel	cost

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Owner and Utility hereby agree to modify the above-referenced Agreement as set forth in this Amendment 2. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment 2 is _____.

OWNER: Eagle Ridge Investments, L.L.C.

By: _____

Printed Name: D.J. Keehan

Title: Member

Date Signed: 6-19-09

UTILITY and ASSIGNOR: Cartwright Creek, L.L.C.

By: Robert I. Cochrane

Printed Name: Robert I. Cochrane

Title: CFO / Secretary, Sheaffer International, L.L.C. as Managing Member of Cartwright Creek, L.L.C.

Date Signed: 6/29/2009

ASSIGNEE: Sheaffer International, L.L.C.

By: _____

Printed Name: Michael A. Stahelin

Title: President

Date Signed: 7/1/09

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ATTACHMENT K

Table Responding to Question 32 e

Response to Question 32.e

Approved Tariff (excluding Bonding Surcharge)	Existing	Proposed	monthly increase	# of customers	Attrition Year Revenue	2008 Year * Revenue
One Bedroom	$ 20.74	$ 36.29	$ 15.55	30	$ 5,598.00	$ 7,466.40
Two Bedroom	$ 28.10	$ 49.17	$ 21.07	270	$ 68,266.80	$ 91,044.00
Three Bedroom	$ 30.38	$ 53.16	$ 22.78	190	$ 51,938.40	$ 69,266.40
Four Bedroom	$ 35.21	$ 61.62	$ 26.41	6	$ 1,901.30	$ 2,535.12
Five Bedroom(residences converted to commerical uses)	$ 39.49	$ 69.11	$ 29.62	22	$ 7,819.68	$ 10,425.36
				518	$ 135,524.18	$ 180,737.28
Commercial Rate per 1,000 gallons of flow per month	$ 3.31	$ 5.79	$ 2.48			
2008 total commercial flow (in thousands of gallons)			16080.0604	13		
Total Estimated Commerical Increase					$ 39,878.55	$ 53,225.00
					$ 175,402.73	$ 233,962.28

* 2008 Actual Revenues includes bonding reimbursement and $3,500 billed to resident for property damage included in residential revenue.

ATTACHMENT L

Schedule in Response to Question 33

Account Number (a)	Account (b)	2004 CCUC	2005	2006	2007	Additions	2008
	Sewer Plant Utility Accounts						
353	Land and Land Rights					102,740	102,740
354	Structures & Improvements	25,757	25,757	25,757	25,757		25,757
360	Collection Sewers - Force	-	-	-	-		-
361	Collection Sewers - Gravity	219,975	219,975	219,975	219,975		219,975
362	Special Collecting Structures	-	-	-	-		-
363	Services to Customers	-	-	-	-		-
364	Flow Measuring Devices	5,414	5,414	5,414	5,414		5,414
365	Flow Measuring Installations	7,160	7,160	7,160	7,160		7,160
370	Receiving Wells	95,903	95,903	95,903	95,903		95,903
371	Pumping Equipment	127,225	127,225	127,225	127,225		127,225
380	Treatment & Disposal Equipment	409,085	409,085	409,085	409,085		409,085
381	Plant Sewers	11,158	11,158	11,158	11,158		11,158
382	Outfall Sewer Lines	21,758	21,758	21,758	21,758		21,758
389	Other Plant & Miscellaneous Equipment	31,303	31,303	31,303	31,303		31,303
390	Office Furniture & Equipment	-	-	-	-		-
391	Transportation Equipment	-	-	-	-		-
392	Stores Equipment	-	-	-	-		-
393	Tools, Shop & Garage Equipment	-	-	-	-		-
394	Laboratory Equipment	-	-	-	-		-
395	Power Operated Equipment	-	-	-	-		-
396	Communication Equipment	-	-	-	-		-
397	Miscellaneous Equipment	-	-	-	-		-
398	Other Tangible Plant	2,209	2,209	2,209	2,209		2,209
	Totals	**956,947**	**956,947**	**956,947**	**956,947**	**102,740**	**1,059,687**

	Analysis of Depreciation to Primary Sewer Plant Utility Accounts						
353	Land and Land Rights						
354	Structures & Improvements	31,633	32,881	34,129	35,377	(9,620)	25,757
360	Collection Sewers - Force	-	-	-	-	-	-
361	Collection Sewers - Gravity	149,545	149,545	155,219	160,894	5,675	166,569
362	Special Collecting Structures	-	-	-	-	-	-
363	Services to Customers	-	-	-	-	-	-
364	Flow Measuring Devices	11,399	11,849	12,299	12,749	(175)	12,574
365	Flow Measuring Installations	-	-	-	-	-	-
370	Receiving Wells	81,150	81,150	84,230	87,309	3,079	90,388
371	Pumping Equipment	116,660	116,660	121,087	125,513	4,427	129,940
380	Treatment & Disposal Equipment	331,605	331,605	344,188	356,772	12,583	369,355
381	Plant Sewers	8,573	8,573	8,899	9,224	325	9,549
382	Outfall Sewer Lines	16,716	16,716	17,351	17,985	634	18,619
389	Other Plant & Miscellaneous Equipment	22,572	22,572	23,428	24,285	857	25,141
390	Office Furniture & Equipment	-	-	-	-	-	-
391	Transportation Equipment	-	-	-	-	-	-
392	Stores Equipment	-	-	-	-	-	-
393	Tools, Shop & Garage Equipment	-	-	-	-	-	-
394	Laboratory Equipment	-	-	-	-	-	-
395	Power Operated Equipment	-	-	-	-	-	-
396	Communication Equipment	-	-	-	-	-	-
397	Miscellaneous Equipment	-	-	-	-	-	-
398	Other Tangible Plant	1,695	1,695	1,760	1,824	64	1,888
	Totals	**771,549**	**773,247**	**802,589**	**831,932**	**17,850**	**849,782**

	Net Investment in Plant	185,398	183,700	154,358	125,015		209,905
					Cartwright Creek Deposit Securing LOC		240,000
					Total Rate Base		449,905