# **Cartwright Creek**

**Wastewater Service Tariff** 

TRA #1
Rate Schedules

# SCHEDULE OF RATES & CHARGES

GRASSLAND SERVICE TERRITORY

Original Sheet #1-1

Effective Date: January 1, 2017

# Residential Monthly Wastewater Service:

\$42.00
\$42.00
\$46.50
\$52.00
\$55.25

# **Commercial Monthly Wastewater Service:**

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

# Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

## Property Owner/Builder/Developer Fees:

•	
Residential Tap Fee	\$5,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

<sup>\*-</sup> Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)

<sup>\* \$14.29</sup> or \$5,000.00, whichever is greater.

Original Sheet #1-2 Effective Date: January 1, 2017

# SCHEDULE OF RATES & CHARGES ARRINGTON RETREAT SERVICE TERRITORY

## **Residential Monthly Wastewater Service:**

All Residential Customers \$55.25

# **Commercial Monthly Wastewater Service:**

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

### Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

## Property Owner/Builder/Developer Fees:

Residential Tap Fee	\$5,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

<sup>\*-</sup> Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)

<sup>\* \$14.29</sup> or \$5,000.00, whichever is greater.

# SCHEDULE OF RATES & CHARGES HIDEAWAY SERVICE TERRITORY

Original Sheet #1-3

Effective Date: January 1, 2017

## Residential Monthly Wastewater Service:

All Residential Customers \$55.25

## **Commercial Monthly Wastewater Service:**

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75
Minimum Monthly Charge	37.00

# Miscellaneous Charges:

Monthly Capital Recovery Surcharge	\$7.50
Returned Check Charge	\$25.00
Disconnection Charge	\$10.00
Reconnection Charge	\$15.00
Late Payment Penalty	5.00%

All customers are also required to provide a refundable security deposit equal to twice the estimated monthly bill prior to obtaining service.

## **Property Owner/Builder/Developer Fees:**

Residential Tap Fee	\$5,000.00
Commercial Tap Fee per Gallon per Day Peak Usage	\$14.29*
Construction Inspection Fee	\$250.00
Construction Reinspection Fee	\$50.00

A property owner, builder or developer may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. If acceptable to the Company, the applicant shall sign the Contracts for Service and pay the Company the required Tap Fees and other applicable fees pursuant to this Tariff.

<sup>\*-</sup> Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)

<sup>\* \$14.29,</sup> or \$5,000.00 whichever is greater.

# **Cartwright Creek**

**Wastewater Service Tariff** 

TRA #2
Rules and Regulations

#### RULES AND REGULATIONS

Original Sheet #2-1

Effective Date: January 1, 2017

#### Statement of Purpose

The general purposes of these rules and regulations are to establish procedures for furnishing sewerage and sewage treatment services on a uniform basis to customers within the service area boundary of Cartwright Creek, LLC.

#### **Definition of Terms**

- 1. Company The word Company shall mean the Cartwright Creek, LLC.
- 2. Engineer The word Engineer shall mean the consulting engineer of Cartwright Creek, LLC.
- 3. Customer The word Customer shall mean any person, firm, corporation, association or government unit furnished sewerage services by the Company.
- 4. Property-The word Property shall mean all facilities owned and operated by the Company.
- 5. Commission The word Commission shall mean the Tennessee Regulatory Authority.
- 6. Sewer Piping, both gravity and pressure type, not on the customer's property, that collect and transport wastewater, including valves, manholes, access boxes, valve vaults, cleanouts, and other devices on the sewer.
- 7. Collection lines See Sewer.
- 8. Lateral Sewer The words Lateral Sewer shall mean the piping extending from the Collection lines to the Customer's property line (for customers with gravity only sewer connections) or to the Service Box (for customers with grinder pumps).
- 9. Service Box For Customers with grinder pumps, a below ground valve assembly installed at each individual customer's property that connects to the Company's lateral sewer and where the customer's Service line is connected.
- 10. Service line For customers with gravity sewer connections, the piping on the Customer's property extending from the Lateral Sewer to the customer's place of business or residence. For customer's with grinder pumps, the piping on the customer's property that connects the Grinder Pump to the Service Box, including the cleanout and connection to the pump.
- 11. Grinder Pump The individual grinder pump installed at each residential or non-residential service location that receives and pumps sewage from the customer to the Company's sewer. This includes the pump, the pump sump, electrical control panel, and interconnecting wiring.
- 12. Residential Service The words Residential Service shall mean the provision of wastewater service to a customer whose primary use is for the customer's personal dwelling.
- 13. Commercial Service The words Commercial Service shall mean the provision of wastewater service to a customer whose primary use is for other than the customer's personal dwelling.

#### Authorization of Rules and Regulations

Cartwright Creek, LLC, a corporation organized and engaged in business as a public utility in the State of Tennessee under a transferred Certificate of Convenience and Necessity approved by the Tennessee Regulatory Authority on November 8, 2004, under Docket No. 04-00358, submits the following statement of its rules and regulations.

#### Effect of Rules and Regulations

All provisions of these rules and regulations shall be incorporated in each contract with each sewerage Customer of the Company.

# Original Sheet #2-2 Effective Date: January 1, 2017

#### Utility Items on Private Property

- 1. For Customers with gravity connections, the Customer shall own and maintain all piping within the residence or commercial building and exterior piping and Service Line.
- 2. For Customers with grinder pumps, the Customer shall own and maintain all piping within the residence or commercial building and external piping connecting to the grinder pump. The Company shall maintain the grinder pump and service line and the Customer shall be responsible for the cost of repair and maintenance of the grinder pump and service line. The Customer shall be responsible for furnishing and maintaining electrical power to the grinder pump.

#### Discontinuance of Service

Service under any application may be discontinued for the following reasons:

- 1. Non-payment of bill as hereinafter set forth.
- 2. For misrepresentation in the application.
- 3. For modifying or repairing any Property of the Company.
- 4. For failure to protect the connections, service lines or fixtures in good order.
- 5. For damaging any service pipes or any property of the Company in any way whatsoever.
- 6. Vacancy of premises.
- 7. For disconnecting or re-connecting service by any party other than a duly authorized agent of the Company without the consent of the Company.

#### Non-payment Penalties

A penalty of five (5%) percent of the monthly charge will be due after the 15th day of each month for which a bill has been rendered. After twenty (20) days non-payment after the first day of the month in which the bill is payable, the Company may shut-off the customer's service; provided, however, the Company will give the customer an additional fifteen (15) days' notice before discontinuation. A fee of Ten and No/100 (\$10.00) Dollars will be charged for disconnection and a Fifteen and No/100 (\$15.00) Dollars fee will be charged for re-connection of service, plus the actual cost of remedying any damage to the shut-off valve or other facilities. No service shall be turned on again if discontinued for non-payment (or any other valid reason) until all charges have been paid, including disconnection and re-connection fees.

#### Change in Ownership, Tenancy of Service

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

#### Security Deposits

Each new Customer, before connection or re-connection, of the service may be required to make a refundable deposit to secure payment of sewerage bills in an amount double the monthly bill for that particular type of customer.

#### Engineering Materials and Construction Standards

To be provided upon written request.

Cartwright Creek Wastewater Service Tariff TRA #2 – Rules & Regulations

# Original Sheet #2-3 Effective Date: January 1, 2017

#### Special Pretreatment Sewage Requirements

For all sewerage connections, in addition to the customary tap fees, the Company reserves the right to require any nonresidential user to provide special treatment for any high strength effluent before discharge into its sewerage system. The Company may, upon the basis of recognized engineering standards and treatment costs, increase the tap fees or flat rate charges to cover the cost of treatment of high strength effluent or industrial waste, and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharged into its sewerage system.

Additionally, if excessive volumes or high strength of sewage are received, the Company may require the Customer to monitor flow volume in order to adjust the monthly sewer service rate.

#### **Damages**

The Company shall in no event be responsible for maintaining any service line owned by the Customer, nor for damages created by sewage escaping therefrom, nor for defects in lines or fixtures on the property of the Customer. The Customer shall at all times comply with all regulations of the Tennessee Regulatory Authority, and of the Company, relating to the service lines and shall make all changes in his line required on account of grade or otherwise.

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

#### Inspection

All pipes, valves and fixtures shall be subject to inspection at all reasonable hours by the Company or its duly authorized

#### In Event of Emergency

The Company shall not be liable to the Customer for interruption of service, or for damages or inconveniences as a result of any interruption, stoppage, etc., which was beyond the reasonable control of the Company.

#### Extension Plan

The Company may furnish sewer services to additional property owners. The sewer service charges and tap fees identified in the Company's Tariff do not include costs for constructing new sewers. Any collector and/or lateral sewers required to service such properties shall be constructed at the cost of those parties desiring same, and these sewers shall become the property of the Company, to be credited to the account for contributions in aid of construction.

#### Contracts for Service

Each Customer before installation of service shall be required to execute on the appropriate forms furnished by the Company:

- 1. A sewer service contract.
- 2. The application and contract for sewer tap services (when applicable).

Cartwright Creek Wastewater Service Tariff TRA #2 – Rules & Regulations

# Effective Date: January 1, 2017

#### Customer Billing Forms

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

#### **Public Contact**

Billing: Cartwright Creek, LLC Bruce Meyer 1551 Thompson's Station Road West Thompson's Station, TN 37179 615-261-8615

Plant Operations: Cartwright Creek, LLC Bruce Meyer 1551 Thompson's Station Road West Thompson's Station, TN 37179 615-261-8600

Original Sheet #2-4

#### **Tennessee Regulatory Authority Regulations**

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

#### Returned Checks

Any Customer whose personal check is returned by the bank shall pay the Company an additional fee of \$25.00, which will be clearly indicated on the bill.

#### Payment Plans

The Company offers each customer the opportunity to resolve any past due balances to avoid "Non-payment Penalties". Customer may pay a past due bill, including returned check fees and other charges, disconnection and reconnection charges in a payment plan over a three to six-month billing cycle. Customers that desire to take advantage of this plan should submit their written request to the Company's business office.

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

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

#### Alternative Address Notification

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

# Cartwright Creek, L.L.C. 1551 Thompson's Station Road West Thompson's Station, TN 37179 615-261-8600

# SEWER SERVICE CONTRACT

	Number	of Bedrooms	Square Feet	
Responsible Party for pay	ving the bill:			
Customer Name				_
Address of Service				_
CITY		STATE	ZIP	_
Mailing Address (if differe	nt)			
	CITY	STATE	ZIP	
Phone: Home #	<u> </u>	Work #	<u> </u>	
Email address:(Cartwright Creek does not	sell or provide cus	stomer contact information	to third parties.)	
Contact Person (if different	from Customer) _			
I hereby make application tap and service fees accord				system and agree to pay for access,
provision of five (5%) perc rendered and will give the said bill will give the Comp property. The Customer ur	ent of the monthly Company the right any the immediate nderstands and ack rty. If the Custome	y charge applies to all bill to collect such penalty. To right to discontinue the fu nowledges that failure to per elects to terminate serv	s after the 15 <sup>th</sup> day of ea The failure to pay said bill Irnishing of service, or to e Day the monthly service of	verage services furnished. A penalty ach month for which a bill has been the 20 <sup>th</sup> day of the month following enforce a lien against the applicant's r other charges when due may result all be done by written notice to the
I understand that all service to time and that these rule				f, which may be amended from time
Date Sign	ned			
Contract approved and issu	ed:			
Date By	·	Cartwright	Creek, LLC	
Office Use Only:				
A				