

**BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

**IN RE:** )  
 )  
**JOINT PETITION OF CARTWRIGHT** )  
**CREEK, L.L.C. AND TRA STAFF** ) **Docket No. 16-00127**  
**(AS A PARTY) TO INCREASE RATES** )  
**AND CHARGES** )

**RESPONSE OF TRA PARTY STAFF AND CARTWRIGHT CREEK TO  
ARRINGTON'S PETITION TO INTERVENE**

The Party Staff of the Tennessee Regulatory Authority and Cartwright Creek, LLC file this memorandum in opposition to the "Petition for Limited Intervention" filed by Arrington National Development, LLC.

As stated in Arrington's Petition, Arrington and Cartwright Creek have entered into a special contract regarding the provision of wastewater services to a development called "Hideaway at Arrington" in Williamson County, Tennessee. The contract has been submitted to the TRA for approval pursuant to TRA Rule 1220-04-01-.07. See, Docket 16-00097. Cartwright Creek and Arrington jointly filed the contract and are both parties to the proceeding.

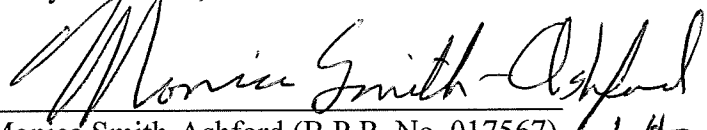
Referring to that special contract but without reference to Docket 16-00097, the Petition for Limited Intervention states that Arrington seeks to intervene in this Staff assisted rate case "for the sole purpose of questioning petitioner concerning the parties' rights and obligations pursuant to the terms and conditions of the aforementioned special contract."

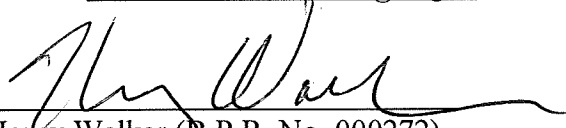
T.C.A. § 4-5-310 states that a petition to intervene must "state facts demonstrating that the petitioner's legal rights, duties, privileges, immunities or other legal interest may be determined in the proceeding." Arrington's petition to intervene does not identify anything in the Staff-assisted rate case that might affect Arrington's legal interests or "the parties' rights and

obligations” under the special contract.<sup>1</sup> It is also not clear who Arrington wants to question or what testimony might be elicited that would be admissible. None of the witnesses testifying on behalf of the Party Staff or Cartwright Creek is qualified to testify regarding “the parties’ rights and obligations” under the special contract. Such questions would be objectionable and would interfere with the orderly and prompt conduct of the proceeding. Finally, any such issues can and should be addressed in Docket 16-00097, the purpose of which is to consider the terms of the special contract and the parties’ rights thereunder.

Since the Petition does not explain how Petitioner’s rights under the contract may be affected by the rate case nor why Petitioner’s questions about the contract should not be addressed Docket 16-00097, the Petition for Limited Intervention should be denied.

Respectfully submitted,

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<sup>1</sup> The only mention of the special contract in the rate case testimony is found in the pre-filed testimony of TRA Party Staff witness Daniel Ray who states (at 12) that he relied upon the “forecasted contract rate and agreement” provided by Cartwright Creek to calculate the “developer’s operating subsidy (maintenance fee)” paid by Arrington to Cartwright Creek in lieu of tap fees.

**CERTIFICATE OF SERVICE**

I hereby certify that on the 5<sup>th</sup> day of December, 2016, a copy of the foregoing document was served on the parties of record, via hand-delivery, overnight delivery or U.S.

Mail, postage prepaid, addressed as follows:

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