

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

January 31, 2017

(filed electronically in docket office on 1/31/17)

Mr. David Foster, Chief  
Utilities Division  
Tennessee Regulatory Authority  
502 Deaderick Street  
Nashville, TN 37243

Subject: Docket No. 16-00127  
Joint Petition of Cartwright Creek, LLC and TRA Staff to Increase Rates and Charges  
Submittal of Revised Tariff

Dear Mr. Foster,

Enclosed for filing are a revised Cartwright Creek tariff, which has been revised pursuant to the Authority approval of the above mentioned Joint Petition in this Docket. Two versions are attached. One is a redline indicated changes from the previous tariff. The other is a "clean" version with the changes accepted.

Please contact me if you have any questions.

Sincerely,



Bruce Meyer  
Operations Manager  
Cartwright Creek, LLC

Copies:

- Sharla Dillon, TRA (Electronic version via email, original and five copies submitted by FedEx)

# **Cartwright Creek**

## **Wastewater Service Tariff**

### **TRA #1 Rate Schedules**

## **SCHEDULE OF RATES & CHARGES GRASSLAND SERVICE TERRITORY**

### **Residential Monthly Wastewater Service:**

1-2 Bedroom	\$42.00
2 Bedroom	\$42.00
3 Bedroom	\$46.50
4 Bedroom	\$52.00
5 Bedroom	\$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.*

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

*\* \$14.29 or \$5,000.00, whichever is greater.*

## **SCHEDULE OF RATES & CHARGES ARRINGTON RETREAT SERVICE TERRITORY**

### **Residential Monthly Wastewater Service:**

All Residential Customers	\$55.25
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### **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
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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.*

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

*\* \$14.29 or \$5,000.00, whichever is greater.*

## **SCHEDULE OF RATES & CHARGES HIDEAWAY 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.*

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

*\* \$14.29, or \$5,000.00 whichever is greater.*

# **Cartwright Creek**

## **Wastewater Service Tariff**

### **TRA #2 Rules and Regulations**

## **RULES AND REGULATIONS**

### 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.

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 15<sup>th</sup> 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.



#### Special Pretreatment Sewage Requirements

For all sewerage connections, in addition to the customary tap fees, the Company reserves the right to require any non-residential user to provide special treatment for any high strength effluent before discharge into its sewerage system. The 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 agent.

#### 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

Original Sheet #2-4  
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

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 paying the bill:**

Customer Name \_\_\_\_\_

Address of Service \_\_\_\_\_

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

Mailing Address (if different) \_\_\_\_\_

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

Phone: Home # \_\_\_\_\_ Work # \_\_\_\_\_

Email address: \_\_\_\_\_

(Cartwright Creek does not sell or provide customer contact information to third parties.)

Contact Person (if different from Customer) \_\_\_\_\_

*I hereby make application to Cartwright Creek, LLC for connection with the mains of the sewer system and agree to pay for access, tap and service fees according to prevailing rates as identified in the Company's Tariff.*

*The Customer understands that the Company will provide a monthly bill to the Customer for sewerage services furnished. A penalty provision of five (5%) percent of the monthly charge applies to all bills after the 15<sup>th</sup> day of each month for which a bill has been rendered and will give the Company the right to collect such penalty. The failure to pay said bill the 20<sup>th</sup> day of the month following said bill will give the Company the immediate right to discontinue the furnishing of service, or to enforce a lien against the applicant's property. The Customer understands and acknowledges that failure to pay the monthly service or other charges when due may result in a lien against his property. If the Customer elects to terminate service, such termination shall be done by written notice to the Company 30 days prior to the requested termination date.*

*I understand that all service is subject to the rules and regulations of Cartwright Creek, LLC tariff, which may be amended from time to time and that these rules and regulations are part of this agreement.*

Date \_\_\_\_\_ Signed \_\_\_\_\_

Contract approved and issued:

Date \_\_\_\_\_ By \_\_\_\_\_ Cartwright Creek, LLC

### **Office Use Only:**

Account # \_\_\_\_\_

**D8**

**D9**

**Cartwright Creek**

**T22**

**Wastewater Service Tariff**

**T23**

**TRA #1  
Rate Schedules**

**N6**

Cartwright Creek Joint Rate Case 16-00127

Tariff Revisions

Legend Entries for TRA #1 Rate Schedules Cover Page

<b>Code</b>	<b>Explanation</b>
<b>D8</b>	Deleted the Company identification header from the cover page. Previous tariff language read as follows:  CARTWRIGHT CREEK, LLC <u>ISSUED:</u> October 9, 2007 <u>BY:</u> Bruce Meyer VP Operations Cartwright Creek, LLC
<b>D9</b>	Deleted the Tariff Sheet Number and Effective Date header from the cover page. Previous tariff language read as follows:  TPSC No. 1: 1 <sup>st</sup> Revised Page 1 Effective: November 1, 2007
<b>T22</b>	Changed the Company name on the cover page from “CARTWRIGHT CREEK, LLC” TO “Cartwright Creek”.
<b>T23</b>	Changed the title of the cover page from “TARIFF” to “Wastewater Service Tariff”.
<b>N6</b>	Added new language to identify rate section portion of the tariff as follows:  TRA #1 Rate Schedules

**SCHEDULE OF RATES & CHARGES  
GRASSLAND SERVICE TERRITORY **T3****

**Residential Monthly Wastewater Service:**

1-2 Bedroom	\$42.00	<b>D1</b>
2 Bedroom	\$42.00	
3 Bedroom	\$46.50	<b>I1</b>
4 Bedroom	\$52.00	
5 Bedroom	\$55.25	

**Commercial Monthly Wastewater Service:**

Rate per 1,000 Gallons per Month (Actual or Estimated Flow)	\$8.75	<b>D2</b>	<b>I2</b>
Minimum Monthly Charge	37.00		

**Miscellaneous Charges:**

Monthly Capital Recovery Surcharge	\$7.50	<b>N1</b>
Returned Check Charge	\$25.00	
Disconnection Charge	\$10.00	
Reconnection Charge	\$15.00	<b>M1</b>
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	<b>N2</b>
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.* **N3**

\*- Commercial Tap Fees are computed by multiplying the peak daily usage (estimated or known)  
\* \$14.29 or \$5,000.00, whichever is greater. **N4**

**D7**

Cartwright Creek Joint Rate Case 16-00127  
Tariff Revisions  
Legend Entries to Marked Up Tariff – Original Sheet #1-1

<b>Code</b>	<b>Explanation</b>
<b>T1</b>	Company identification was changed from: CARTWRIGHT CREEK, LLC <u>ISSUED:</u> December 22, 2009 <u>BY:</u> Bruce Meyer VP Operations Cartwright Creek, LLC
<b>T2</b>	Tariff Sheet Number was changed from: TRA Tariff No. 1: 2 <sup>nd</sup> Revised Page 2 Effective: January 1, 2010
<b>T3</b>	Schedule Caption was changed from: <u>CARTWRIGHT CREEK, LLC</u> <u>Service rates and Tap Fees</u>
<b>D1</b>	Removed from the Residential Service: \$0.39 monthly provision for TRA bonding surcharge
<b>D2</b>	Removed from Non-Residential/Commercial Service: \$0.39 monthly provision for TRA bonding surcharge
<b>D7</b>	Removed language regarding “Sewer Access Fees” that was previously included on TRA Tariff No. 1: Original Page 2.1, which previously read as follows:  <u>Sewer Access Fees</u> A property owner, developer or builder may apply to the Company for a Service Connection to an existing wastewater treatment facility owned and operated by the Company. 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. Each property owner provided one or more taps and paying the approved tap fee pursuant to this Tariff, but not making a Service Connection, will be required to pay an annual “Sewer Access Fee” of \$120 per proposed residential or commercial connection/tap payable by December 31 of each year, until a Service Connection is made and the Customer begins paying monthly service fees per the terms of this Tariff. (Note: Applies to new customers paying tap fees after January 1, 2010.) Property owners that have paid the approved Tap Fee but that have not made a Service Connection will reserve the tap for use on the specific property and for the same service type as long as the Sewer Access Fee continues to be paid. If the Sewer Access Fee is not paid within 30 days of the due date, the Company will notify the Customer or property owner in writing. If the Sewer Access Fee is not paid within 60 days of the due date, the approved tap shall be null and void and the property owner must purchase a new sewer tap to renew eligibility for service.
<b>I1</b>	Increased all residential bedroom rates
<b>I2</b>	Increased Non-Residential/Commercial rates
<b>N1</b>	Added Monthly Capital Recovery Surcharge of \$7.50
<b>N2</b>	Added Construction Inspection & Re-inspection Fees of \$250.00 and \$50.00
<b>N3</b>	Added new language clarifying service connections
<b>N4</b>	Added new language clarifying commercial tap fees
<b>M1</b>	Moved rates for Returned Check Charge, Disconnection Charge, Reconnection Charge, and Late Payment Penalties

## **SCHEDULE OF RATES & CHARGES ARRINGTON RETREAT SERVICE TERRITORY**

### **Residential Monthly Wastewater Service:**

All Residential Customers	\$55.25
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### **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*
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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.*

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

*\* \$14.29 or \$5,000.00, whichever is greater.*



Cartwright Creek Joint Rate Case 16-00127

Tariff Revisions

Legend Entries to Marked Up Tariff – Original Sheet #1-2

<b>Code</b>	<b>Explanation</b>
<b>N5</b>	Added completely new tariff sheet to provide service specifically for Arrington Retreat. Prior service was provided under the consolidated rate schedule contained on Original Sheet #1-1, Effective Date: January 1, 2017 (previously TRA Tariff No. 1: 2 <sup>nd</sup> Revised Page 2, Effective January 1, 2010).

## **SCHEDULE OF RATES & CHARGES HIDEAWAY SERVICE TERRITORY**

### **Residential Monthly Wastewater Service:**

All Residential Customers	\$55.25
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### **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.*

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

*\* \$14.29, or \$5,000.00 whichever is greater.*

Cartwright Creek Joint Rate Case 16-00127

Tariff Revisions

Legend Entries to Marked Up Tariff – Original Sheet #1-3

<b>Code</b>	<b>Explanation</b>
<b>N6</b>	Added completely new tariff sheet to provide service specifically for Hideaway. Prior service was provided under the consolidated rate schedule contained on Original Sheet #1-1, Effective Date: January 1, 2017 (previously TRA Tariff No. 1: 2 <sup>nd</sup> Revised Page 2, Effective January 1, 2010).

**Cartwright Creek**

N7

**Wastewater Service Tariff**

**TRA #2  
Rules and Regulations**

Cartwright Creek Joint Rate Case 16-00127

Tariff Revisions

Legend Entries for TRA #1 Rules & Regulations Cover Page

<b>Code</b>	<b>Explanation</b>
<b>N7</b>	Added new cover page for Rules & Regulations

## RULES AND REGULATIONS T6

### 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.

T7

### 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.

T8

### 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.

M2

### 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.

M3

Cartwright Creek Joint Rate Case 16-00127  
Tariff Revisions  
Legend Entries to Marked Up Tariff – Original Sheet #2-1

Code	Explanation
<b>T4</b>	Company identification was changed from: CARTWRIGHT CREEK, LLC <u>ISSUED:</u> February 15, 2005 <u>BY:</u> T. Chad White Authorized Agent for Cartwright Creek, LLC
<b>T5</b>	Tariff Sheet Number was changed from: TPSC No. 1: Page 3 Effective: November 8, 2004
<b>T6</b>	Schedule Caption was changed from: RULES AND REGULATIONS Governing the Sewerage and Sewage Treatment System of CARTWRIGHT CREEK, LLC
<b>T7</b>	“Statement of Purpose” was changed from: The general purposes of these rules and regulations are: <ol style="list-style-type: none"> <li>1. 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. (Attachment No. 1). [Attachment No. 1 was also deleted.]</li> <li>2. To provide standards and procedures for: <ol style="list-style-type: none"> <li>a. Acceptable sewage characteristics</li> <li>b. Excessive sewage volume</li> <li>c. Engineering design standards</li> <li>d. Construction and inspection requirements</li> <li>e. Quality of materials.</li> </ol> </li> </ol>
<b>T8</b>	The following changes were made to the Definition of Terms:  Item 6, “Trunk Sewer” was deleted and replaced by a new definition of “Sewer”. The previous definition of “Trunk Sewer” read as follows: <ol style="list-style-type: none"> <li>6. Trunk Sewer – The words Trunk Sewer shall mean a sewer that runs parallel to a natural drainage channel and receives sewage from many tributary branches and terminates at the sewage treatment plant.</li> </ol> Item 7, “Collector Sewer” was deleted and replaced by a new definition of “Collection Lines”. The previous definition of “Collector Sewer” read as follows: <ol style="list-style-type: none"> <li>7. Collector Sewer – The words Collector Sewer shall mean those sewers running within the development and conveying the sewage to the trunk sewer.</li> </ol> Item 8, “Lateral Sewer” was changed from the previous definition. The previous definition of “Lateral Sewer” read as follows: <ol style="list-style-type: none"> <li>8. Lateral Sewer – The words Lateral Sewer shall mean those sewers extending from the Collector Sewer to the property line of the Customer.</li> </ol> A previous definition for “Building Sewer” was deleted in its entirety. The previous definition of “Building Sewer” read as follows:

	<p>9. Building Sewer – The words Building Sewer shall mean that the sewer extending from the Customer’s property line to his place of business or residence.</p> <p>A new definition was added for Service Box. (Item #9.)  A new definition was added for Service Line. (Item #10.)  A new definition was added for Grinder Pump. (Item #11.)</p>
<b>M2</b>	The “Authorization of Rules and Regulations” was moved in its entirety without change from “TRA No. 1: Original Page 4.1” in the previous tariff.
<b>M3</b>	The “Effect of Rules and Regulations” was moved in its entirety without change from “TRA No. 1: Original Page 4.1” in the previous tariff.



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.

T11

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.

T12

Non-payment Penalties

A penalty of five (5%) percent of the monthly charge will be due after the 15<sup>th</sup> 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.

M4

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.

M5

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.

T13

Engineering Materials and Construction Standards

To be provided upon written request.

T14

Cartwright Creek Joint Rate Case 16-00127  
Tariff Revisions  
Legend Entries to Marked Up Tariff – Original Sheet #2-2

Code	Explanation
<b>T9</b>	Company identification was changed from: CARTWRIGHT CREEK, LLC <u>ISSUED:</u> October 9, 2007 <u>BY:</u> Bruce Meyer VP Operations Cartwright Creek, LLC
<b>T10</b>	Tariff Sheet Number was changed from: TPSC No. 1: 1 <sup>st</sup> Revised Page 5 Effective: November 1, 2007
<b>T11</b>	“Utility Items on Private Property” was changed from the previous text which previously read as follows:  <u>Utility Items on Private Property</u> The Company shall not furnish on or maintain any items or appurtenances for sewer service on the customer’s premises without Execution of an agreement for an easement or encroachment. No property of the Company shall be located on the premises of customers except the sewer shut-off valve, and the Company shall be responsible for the shut-off valve. The Building Sewer shall be maintained by the Customer.
<b>T12</b>	“Discontinuance of Service” was changed from the previous text in <u>only</u> the following parts which previously read as follows:  <u>Discontinuance of Service</u> 3. For adding to the Property or fixtures without notice to the Company. 5. For molesting any service pipes or any property of the Company in any way whatsoever. 7. For violation of any rules of the Company. [This part was deleted entirely.]
<b>T13</b>	“Security Deposits” was changed from the previous text to eliminate the provision for interest on deposits. The previous text that was deleted read as follows:  Interest of six (6%) percent will be paid on any such refundable deposit.
<b>T14</b>	“Engineering, Materials and Construction Standards” was deleted and will now only be made available upon request. The previous text, which was deleted, read as follows:  <u>Engineering, Materials and Construction Standards</u> 1. General – This specification covers the type of sewer pipe required for various design conditions of sewers constructed by developers. The requirements called for are minimum in all cases. Bedding conditions and class of pipe are the responsibility of the design engineer in cases of unusual or excessive trench loads. Design and construction of sewer lines shall meet the requirements of the State of Tennessee Department of Public Health in addition to this specification. Where conflicts exist, this specification shall govern. 2. Velocity Conditions – For velocities greater than fifteen (15) feet per second, pipe shall be case iron with mechanical joints and concrete anchors. For velocities equal to or less than 2.5 feet per second and pipe sizes from six (6) inches to fifteen (15) inches nominal inside diameter, pipe shall be vitrified

	<p>clay. For velocities greater than 2.5 feet per second and up to fifteen (15) feet per second, pipe may be either concrete or vitrified clay. Velocities shall be calculated from Kutter's Formula for an "n" value of 0.013 for circular pipes flowing full.</p> <ol style="list-style-type: none"> <li>3. Concrete Pipe – All concrete pipe and fittings twelve (12) inches in diameter and larger shall be reinforced concrete culvert, storm drain and sewer pipe conforming to the latest requirements of ASTM Standard Specification, Serial Designation C-76. The class of pipe shall be as shown on the plans or specified. All concrete pipe and fittings less than (12) inches in diameter shall be extra strength non-reinforced concrete sewer pipe conforming to the latest ASTM Standard Specifications for Concrete Sewer Pipe, Serial Designation C-14 extra strength. All concrete pipe and fittings twelve (12) inches in diameter and larger shall have the spigot groove type joint with O-ring rubber gasket conforming to the applicable provisions of ASTM Designation C-443, latest revisions. All concrete pipe and fittings less than twelve (12) inches in diameter shall have the opposing shoulder type joint with O-ring rubber gasket conforming to the applicable provisions of ASTM Designation C-443, latest revisions.</li> <li>4. Vitrified Clay Pipe – Vitrified clay pipe and fittings shall be bell and spigot conforming to the latest requirements of ASTM Standard Specification, Serial Designation C-200 for extra strength clay pipe. Vitrified clay pipe shall have compression type positive friction joints in accordance with the latest requirements of ASTM Specification C-425. The joint material shall be bonded to the pipe at the factory.</li> <li>5. Infiltration – All pipe shall be tested and inspected for infiltration. Infiltration shall not exceed three (300) hundred gallons per twenty-four (24) hours per inch of pipe diameter per mile of sewer with a maximum allowable of nine thousand (9,000) gallons per twenty-four (24) hours per mile. The contractor or developer shall furnish all supplies, materials, labor, services, etc. needed to make infiltration or exfiltration tests, including water. No separate payment shall be made for infiltration or exfiltration testing. Any leakage shall at the direction of the engineer be corrected by removal and replacement of pipe or joint where such leakage exists, until pipelines meet the requirements of the allowable leakage specifications.</li> </ol>
<b>M4</b>	A portion of the language for "Non-payment Penalties" was moved in its entirety without modification from previous tariff sheet TPSC No. 1: Page 6.
<b>M5</b>	The language for "Change in Ownership, Tenancy of Service" was moved in its entirety without modification from previous tariff sheet TPSC No. 1: Page 6.

Special Pretreatment Sewage Requirements

For all sewerage connections, in addition to the customary tap fees, the Company reserves the right to require any non-residential user to provide special treatment for any high strength effluent before discharge into its sewerage system. The 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.

M6

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.

M7

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 agent.

M8

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.

M9

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.

T17

Contracts for Service

D3

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).

T18

Cartwright Creek Joint Rate Case 16-00127  
Tariff Revisions  
Legend Entries to Marked Up Tariff – Original Sheet #2-3

<b>Code</b>	<b>Explanation</b>
<b>T15</b>	Company identification was changed from: CARTWRIGHT CREEK, LLC <u>ISSUED:</u> February 15, 2005 <u>BY:</u> T. Chad White Authorized Agent for Cartwright Creek, LLC
<b>T16</b>	Tariff Sheet Number was changed from: TPSC No. 1: 1 <sup>st</sup> Revised Page 8 Effective: November 8, 2004
<b>T17</b>	“Extension Plan” was changed from the previous text which previously read as follows:  <u>Extension Plan</u> The Company will furnish sewer services to all property owners whose lands abut the trunk sewer. The sewer service charges and tap fees identified herein above do not include costs for constructing collector and lateral sewers. Any collector and/or lateral sewers required to service such abutting 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. If the said desiring party does not wish to construct his own collector and lateral sewers, the Company may construct his own collector and lateral sewers, the Company may construct them and charge the developer the total project costs for same. The plans for extension of sewer service shall be phased according to the engineering report attached and made a part of these Rules and Regulations.
<b>T18</b>	The language for “Contracts for Service” was moved from previous tariff sheet TPSC No. 1: Page 11. The references in the previous text referring to “(Attachment No. 2)” and “(Attachment No. 3)” were deleted. In addition, new text for “(when applicable)” was added to Item #2 of this section.
<b>M6</b>	A portion of the language for “Special Pretreatment Sewage Requirements” was moved in its entirety without modification from previous tariff sheet TPSC No. 1: Page 9.
<b>M7</b>	The language for “Damages” was moved from previous tariff sheet TPSC No. 1: Page 9. A language change was made in the first paragraph to change a reference from Tennessee Public Service Commission to Tennessee Regulatory Authority. A language change was made in the second paragraph to change text from “On failure to repair any such leak...” to “If the Customer fails to repair any such leak...”.
<b>M8</b>	The language for “Inspection” was moved in its entirety without modification from previous tariff sheet TPSC No. 1: Page 9.
<b>M9</b>	The language for “In the Event of Emergency” was moved in its entirety without modification from previous tariff sheet TPSC No. 1: Page 10.
<b>D3</b>	The language for “Contributions in Aid of Construction, Advances in Aid of Construction” was deleted in its entirety since it is no longer applicable to wastewater utilities. The previous text for this item read as follows:  <u>Contributions in Aid of Construction</u> <u>Advances in Aid of Construction</u>

	All contributions and advances, whether in the form of property or cash, shall be increased by a cash payment to the utility, in an amount equal to thirty-three (33%) percent of the contribution or advance. The contribution or advance will be equal to the “original cost” if in the form of property or face value if in the form of cash.
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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

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 Joint Rate Case 16-00127

Tariff Revisions

Legend Entries to Marked Up Tariff – Original Sheet #2-4

<b>Code</b>	<b>Explanation</b>
<b>T19</b>	Company identification was changed from: CARTWRIGHT CREEK, LLC <u>ISSUED:</u> February 15, 2005 <u>BY:</u> T. Chad White Authorized Agent for Cartwright Creek, LLC
<b>T20</b>	Tariff Sheet Number was changed from: TPSC No. 1: 1 <sup>st</sup> Revised Page 11 Effective: November 8, 2004
<b>T21</b>	“Public Contact” was changed from the previous text which previously read as follows:  <u>Public Contact</u> Cartwright Creek, LLC ATTN: Angie Baxter 2033 Richard Jones Rd. Nashville, Tennessee 37215
<b>M10</b>	The language for “Returned Checks” was moved in its entirety without modification from previous tariff sheet TRA Tariff No. 1: Original Page 2.1.
<b>M11</b>	The language for “Payment Plans” was moved from previous tariff sheet TRA Tariff No. 1: Original Page 2.2. A change was made to delete the third paragraph of this section which previously read as follows:  “However, customers, who demonstrate a unique financial distress situation or if the customer is disabled or a member of the customer’s household is disabled, the Company will consider a second payment plan within a single calendar year.”
<b>M12</b>	The language for “Alternative Address Notification” was moved from previous tariff sheet TRA Tariff No. 1: Original Page 2.2. A change was made to delete the second paragraph of this section which previously read as follows:  “The Company shall notify customers of the availability of the above Alternative Address Notification, Fee Waiver, and Payment Plans by notes included on the monthly billing statements.”
<b>D4</b>	The map of the Company’s “Service Area Boundary” identified on previous tariff page TPSC No. 1: Page 12 was deleted in its entirety.



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 paying the bill:

Customer Name \_\_\_\_\_

Address of Service \_\_\_\_\_

\_\_\_\_\_

CITY	STATE	ZIP
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Mailing Address (if different) \_\_\_\_\_

\_\_\_\_\_

CITY	STATE	ZIP
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Phone: Home # \_\_\_\_\_ Work # \_\_\_\_\_

Email address: \_\_\_\_\_

(Cartwright Creek does not sell or provide customer contact information to third parties.)

Contact Person (if different from Customer) \_\_\_\_\_

*I hereby make application to Cartwright Creek, LLC for connection with the mains of the sewer system and agree to pay for access, tap and service fees according to prevailing rates as identified in the Company's Tariff.*

*The Customer understands that the Company will provide a monthly bill to the Customer for sewerage services furnished. A penalty provision of five (5%) percent of the monthly charge applies to all bills after the 15<sup>th</sup> day of each month for which a bill has been rendered and will give the Company the right to collect such penalty. The failure to pay said bill the 20<sup>th</sup> day of the month following said bill will give the Company the immediate right to discontinue the furnishing of service, or to enforce a lien against the applicant's property. The Customer understands and acknowledges that failure to pay the monthly service or other charges when due may result in a lien against his property. If the Customer elects to terminate service, such termination shall be done by written notice to the Company 30 days prior to the requested termination date.*

*I understand that all service is subject to the rules and regulations of Cartwright Creek, LLC tariff, which may be amended from time to time and that these rules and regulations are part of this agreement.*

Date \_\_\_\_\_ Signed \_\_\_\_\_

Contract approved and issued:

Date \_\_\_\_\_ By \_\_\_\_\_ Cartwright Creek, LLC

### Office Use Only:

Account # \_\_\_\_\_

N5

Cartwright Creek Joint Rate Case 16-00127

Tariff Revisions

Legend Entries for Sewer Service Contract

<b>Code</b>	<b>Explanation</b>
<b>D5</b>	The previous “On Site Sewer Contract” identified on tariff pages TPSC No. 1: Pages 13, 14 and 15 was deleted in its entirety.
<b>D6</b>	The previous “Sewer Service Contract” identified on tariff pages TPSC No. 1: Page 16 was deleted in its entirety.
<b>N5</b>	Added a new simplified “Sewer Service Contract” to take the place of the existing “On Site Sewer Contract” and the existing “Sewer Service Contract” that were deleted.