



Henry Walker
Direct: 615.252.2363
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hwalker@babc.com

May 13, 2019

VIA ELECTRONIC FILING

Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Re: Responses to First Data Requests from the Consumer Advocate
Docket No. 19-00034

Attached for filing in the above-captioned docket are the utility's responses to the first round of data requests from the Consumer Advocate.

Sincerely,

BRADLEY ARANT BOULT CUMMINGS LLP

By:

A handwritten signature in blue ink, appearing to read "H. Walker", written over the printed name "Henry Walker".

Henry Walker

HW/dbi
Attachment

Cartwright Creek, LLC

Petition To Increase Tap Fees Docket No. 19-00034

Company's Response to CAD's First Discovery Request

- 1-1. Provide the number of tap fees paid to the Company in the last three calendar years (2016-2018). In your response, provide the requested number for each year, separately.

RESPONSE:

Tap Fees Paid: 2016 - 13, 2017 – 9, 2018 – 14

- 1-2. Provide the current balance of the “escrow account dedicated to the necessary system repairs and upgrades” which is funded by the existing tap fee of \$5,000 and as authorized in TPUC Docket No. 09-00056.

RESPONSE:

\$113,082.67

- 1-3. Identify all other accounts that may be used to cover system repairs and upgrades, and provide a current balance of those accounts.

RESPONSE:

In the 2016 “Joint Petition of Cartwright Creek, LLC and TRA Staff to Increase Rates and Charges (Docket No. 00127), a \$7.50 per month per customer Capital Improvements Surcharge was approved for three years. Funds from this surcharge are accounted in a separate Capital Improvement Account which has a balance of \$151,547.43 as of March 27, 2019.

- 1-4. In a letter to the Tennessee Department of Environment and Conservation (TDEC) dated May 23, 2018 (Cartwright Creek Letter), the Company mentioned a “potential developer of approximately 100 homes” who had “indicated a willingness to make an upfront payment of a portion of tap fees that would cover much if not all the repairs.” A copy of this letter is attached as CA Exhibit DR1-A. Provide the following:
- (a) The name of the developer;
 - (b) The location of the development;
 - (c) A copy of all agreements with this developer regarding this development and tap fees; and
 - (d) A copy of all correspondence with this developer regarding this development and tap fees.

RESPONSE:

- (a) The developers, real estate brokers, and engineers (working for developers) that have contacted the Company in the last year concerning the property in (b) are listed on the first page of Exhibit A.
- (b) A 150-acre parcel on the southern end of Cartwright Creek’s Grasslands service territory along Hillsboro Road. The address of this parcel is approximately 2110 Hillsboro Road, Franklin, TN 37179
- (c) There are no agreements with the developers listed in Exhibit A.
- (d) Email correspondence with the developers/engineers above is included in Exhibit A.

1-5. **Refer to the Cartwright Letter. Has the Company discussed tap fees with any “potential” developers other than the one discussed in the Cartwright Creek Letter?**

If so, provide the following:

- (a) The name of the developer;**
- (b) The location of the development;**
- (c) The number of lots in the development;**
- (d) A copy of all agreements with this developer regarding this development and tap fees; and**
- (e) A copy of all correspondence with this developer regarding this development and tap fees.**

RESPONSE:

- (a) The Company has been contacted by phone approximately ten times by various real estate brokers working independently or for potential developers exploring development of parcels on the north end of its service territory along Hillsboro Road.
- (b) Several of the contacts concerned a 203-acre property on the east side of the intersection of Sneed and Hillsboro Roads. Other contacts were about properties east of Hillsboro Road on Moran Road.
- (c) The number of lots stated in these conversations ranged from 25 to over 100. Only one of the potential developers provided contact information, shown in Exhibit B.
- (d) There are no agreements with these potential developers.
- (e) The single correspondence is provided in Exhibit B.

1-6. Refer to the Cartwright Creek Letter. The Company states that the described repairs are “preliminarily estimated at a minimum of \$200,000.” Additionally, the Company stated that it was “currently obtaining engineering proposals to develop bid documents for the work.” Provide the following:

- (a) Copies of all engineering proposals “to develop bid documents for the work.” The Company does not need to provide another copy of the report from Inflo Design Group (Inflo Report);
- (b) Copies of all documents supporting the preliminary estimate of “a minimum of \$200,000” referenced in the Cartwright Creek Letter; and
- (c) Copies of the bid documents developed by the Company for the proposed repair project.

RESPONSE:

- (a) The Company contracted IDG (Inflo) in May 2019 to do the first step of the bid document development. The signed proposal is included in Exhibit C.
- (b) See response to question 1-7.
- (c) There are no bid documents prepared for the \$505,800 in repairs due to lack of funds to complete the work.

1-7. Refer to the Cartwright Creek Letter. The Company states that the described repairs are “preliminarily estimated at a minimum of \$200,000.” However, the Company states in its Petition that the estimated cost of repairs is \$505,800 based upon the Inflo Report. Provide a narrative explaining the difference in the repair work and estimated costs detailed in the Cartwright Creek Letter and the repair work detailed in the Inflo Report.

RESPONSE:

The Cartwright Creek letter of May 23, 2019 said, “preliminarily estimated at a minimum of \$200,000”. This was the Company’s preliminary estimate based upon a project in 2006 and other information obtained on the internet. The Company realized it needed more expertise to review data and reports and prepare a repair plan and budgetary estimate. The Company hired IDG (Inflo) as the first step in scoping and estimating the repair work. IDG’s work was completed in the Summer of 2019 and is the “Inflo Report”. The report showed that the Company’s preliminary estimate was indeed a minimum, with the budget estimate prepared by IDG more correctly being \$505,800.

- 1-8. Has the Company contracted with Inflo Design Group to implement the repairs detailed in the Inflo Report and estimated at a cost of \$505,800? If yes, provide a copy of the contract or agreement. If no, who has the Company hired to implement the repairs and provide a copy of the contract or agreement.**

RESPONSE:

The company has not contracted with Inflo Design Group or other company to implement the repairs at a cost of \$505,800. The Company will not do this until enough funds are available.

- 1-9. When will the Company begin work on the repairs detailed in the Inflo Report and estimated at a cost of \$505,800? Provide a copy of the timeline for the proposed repair project.**

RESPONSE:

The Company will not bid or begin work on the \$505,800 of repairs until sufficient funds are available.

1-10. If the Company does not yet have a contract with an entity to implement the repairs detailed in the Inflo Report and estimated at a cost of \$505,800, provide responses to the following:

- (a) Has the Company issued a request for bids?
 - i. If yes, provide a copy of the request for bids and copies of all bids.
 - ii. If no, when will the Company issue a request for bids?
- (b) Describe the process the Company will use for bidding out and contracting for the proposed repairs work. Include an estimated timeline for the process in your response.

RESPONSE:

- (a) No, the Company has not issued a request for bids. The Company will not issue the request until funds are available for the work.
- (b) Cartwright Creek will prepare a bid package for the work and send to a minimum of 3 qualified collection system repair firms. There is no timeline for this process currently as the current tap fee of \$5000 is not sufficient to provide the funds needed to complete the repairs.

1-11. Refer to the Inflo Report, pg. 16. The Inflo Report recommends an approach that estimates a 50% reduction as achievable “in Basin 46 with a comprehensive rehabilitation strategy.” However, in a letter from TDEC dated September 14, 2018 (TDEC Letter), there was an estimate of a 50% reduction in the annual Inflow and Infiltration (I&I) of the system through implementation of the repair project proposed in the Cartwright Creek Letter. A copy of this letter is attached as CA Exhibit DR1-B. Is the 50% reduction in the I&I from the proposed repairs just in

the targeted basin or in the system as a whole? Provide documentation in support of your response.

RESPONSE:

The 50% reduction in I&I is from proposed repairs in the system as a whole. The flow monitoring study the Company conducted in 2017, and reviewed and cited in the Inflow Report, showed that the vast majority of the I&I came from only one section of the collection system, "Basin 46". Therefore, it was estimated that making the repairs in just that basin would reduce the overall I&I by an estimated 50%.

1-12. Refer to TDEC's recent Notice of Violation (NOV) to the Company. In the NOV, TDEC required that the Company submit a Corrective Action Plan (CAP) within 30 days. The Company provided a response to the NOV in a letter dated February 21, 2019 (Cartwright Creek Response). A copy of this response is attached as CA Exhibit DR-1C. In this response, the Company acknowledges the requirement of the CAP and states that it had "signed purchase agreement with another utility" and that this "utility is expected to have the resources to make the required repairs and upgrades" to address the subject of the NOV, which is the exceedances of the Total Nitrogen effluent limitation in the months of May-September 2018. A copy of the NOV with the referenced "violation report" is attached as CA Exhibit DR1-D. Provide a response to the following:

- (b) Is it the Company's position that its CAP is the sale of the water system to Limestone Water Utility Operating Company, LLC?**
- (c) Has the Company exceeded the effluent limitation for Total Nitrogen since September 2018? If yes, provide the months and supporting documentation of the effluent violations.**

- (d) Is the Company taking any interim corrective action to address exceedances to the Total Nitrogen effluent limitation during the pendency of this Docket?
- i. If yes, what are the interim correction action measure and the estimated costs of this measures?
 - ii. If no, why not?
- (e) Does the Company have a plan in place if the Commission does not approve the sale proposed in this Docket? If yes, provide a copy of the plan. If no, why not.

RESPONSE:

(b). Yes.

(c) The effluent limit for Total Nitrogen was exceeded in October 2018. The facility has not exceeded the Total Nitrogen average since that time. Note that the facility's permit does not have Total Nitrogen limits from November to April. Exhibit D contains the Total Nitrogen measurements for each month, starting in October 2018.

(d) No. The measures to meet the Total Nitrogen limit require reducing infiltration by repairing the collection system and upgrading the wastewater treatment plant's treatment technology. Sufficient funds are not available for either.

(e). No. There are not sufficient funds.

1-13. Refer to the Direct Testimony of Bruce Meyer, pg. 4, lines 6-12. Mr. Meyer states that the City of Brentwood has established a \$10,000 tap fee for residences not within its city boundary. Provide documentation of the City of Brentwood's tap fee set at \$10,000.

RESPONSE:

Brentwood's tap fees are contained in the City's Ordinance 2008-03 (and 11 Combined).

Pages 1-3 of that ordinance are attached as Exhibit E.

- 1-14. **Did the Company provide notice to its customers of its proposed rate increase by publication in a "newspaper of general circulation located in the utility's service area" as required in TPUC Rule 1220-04-01-.05(1)(a)? If yes, please file a copy in the Docket. If no, when does the Company plan to provide such notice.**

RESPONSE:

No. This is not a proposed rate increase, but a proposed tap fee increase that will not affect current customers. However, the Company will publish notice of the tap fee increase as soon as the hearing date is announced.

- 1-15. **Does the Company plan to provide information on its website regarding the proposed repairs to the system including updates on the progress and eventual completion of the repairs? For example, Tennessee American Water provides information regarding its infrastructure improvements on its website and highlights specific projects such as its River Pipe Project 2018.**

RESPONSE:

No. The company does not have the resources to do this.

- 1-16. **Has the Company filed a tariff incorporating language suggested by TPUC staff regarding Contribution in Aid of Construction (CIAC) which is set out in *Order Approving Staff Report and Recommendations* in TPUC Docket No. 18-00001? If so, respond to the following:**
- a. **Has TPUC authorized this increased cost to developers;**

- b. If TPUC has provided such authorization, provide evidence of such authorization;**
- c. If TPUC has not provide such authorization, provide a comprehensive explanation supporting the Company's conclusion that such authorization is not required to pass this 'tax obligation' to developers;**
- d. Identify the effective date of the change;**
- e. For each entity so charged, identify the name of the developer and the amount charged related to the CIAC gross-up;**
- f. Identify the accounting entries used to record a situation where the Company passes along the tax costs associated with CIAC to developers as explained in this section of testimony; and**
- g. Identify the accounting entries which would occur in the event the Company did not pass along such tax obligations to the developer.**

RESPONSE:

The Company is not one of the utilities subject to the Order in TPUC Docket No.18-00001.

1-17. Provide a complete copy of the Company's current tariff.

RESPONSE:

A copy of the current tariff is provided in Exhibit F.

Exhibit A

Following Contacted Cartwright Creek concerning Gill Property

Kent Conlon
Turnkey Solutions, LLC

Mark Marshall

Michael Dewey
Dewey Engineering
2925 Berry Hill Dr.
Nashville, TN 37204

Bruce Meyer

From: Jay Barron <jay@vcommercial.com>
Sent: Friday, March 23, 2018 11:55 AM
To: Tom Kolschowsky; Kent Conlon
Cc: Bruce Meyer
Subject: Cartwright Creek sewer system - Franklin, TN

Hi Tom,

Meet Kent Conlon with Turnkey Solutions, formerly of Chicago and now building homes and office buildings in the Nashville area.

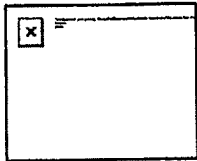
Kent and his boss have interest in the Hillsboro Rd. tracts served by Cartwright Creek, and are hopeful they can help with the solutions required to get the system ready for additional service.

Kent Conlon 815/600-1792
Tom Kolschowski 630/469-3331
Bruce Meyer 615/714-7868

Bruce mentioned that a plan for State approval is developing now, so our timing might be ideal. Please reach out to Kent for discussion at your earliest convenience.

Thanks and kind regards,

Jay Barron



Jay Barron
Broker/ALC at Village Commercial
A 2206 21st Ave S. Nashville, TN 37212
P 615.346.5533 **M** 615.604.8825
E jay@vcommercial.com

Bruce Meyer

From: Kent Conlon <kconlon@turnkeyprocessing.com>
Sent: Thursday, April 12, 2018 9:57 AM
To: Tom Kolschowsky
Cc: Jay Barron; Bruce Meyer
Subject: Re: Cartwright Creek sewer system - Franklin, TN

Tom,

Left you a message to see or discuss the situation for
Cartwright Creek sewer taps
We are looking at a piece of property that I believe would be served by your sewer
I am available to meet if you are in town or are going to be
Also available by phone listed below

Regards

Kent Conlon
Project Manager
TurnKey Processing Solutions
815-600-1792

On Apr 2, 2018, at 4:49 PM, Tom Kolschowsky <Tom@stahelin.com> wrote:

Jay,

I appreciate the introduction and apologize for the delay. I was on a long Spring Break trip and just got back in the office and catching up?

I am available to discuss with Kent whenever convenient. I am sure will be in Nashville this month if an in person meeting works.

Thanks, Tom

Thomas L. Kolschowsky
SVP/Corporate Counsel
Stahelin Properties
(c) 630-605-2346
tom@stahelin.com

From: Jay Barron <jay@vcommercial.com>
Date: Friday, March 23, 2018 at 11:54 AM
To: Tom Kolschowsky <Tom@stahelin.com>, Kent Conlon <kconlon@turnkeyprocessing.com>
Cc: Bruce Meyer <bruce@cartwrightcreek.com>
Subject: Cartwright Creek sewer system - Franklin, TN

Hi Tom,

Meet Kent Conlon with Turnkey Solutions, formerly of Chicago and now building homes and office buildings in the Nashville area.

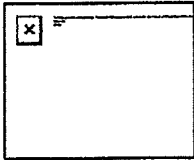
Kent and his boss have interest in the Hillsboro Rd. tracts served by Cartwright Creek, and are hopeful they can help with the solutions required to get the system ready for additional service.

Kent Conlon 815/600-1792
Tom Kolschowski 630/469-3331
Bruce Meyer 615/714-7868

Bruce mentioned that a plan for State approval is developing now, so our timing might be ideal. Please reach out to Kent for discussion at your earliest convenience.

Thanks and kind regards,

Jay Barron



Jay Barron

Broker/ALC at Village Commercial

A 2206 21st Ave S. Nashville, TN 37212

P 615.346.5533

M 615.604.8825

E jay@vcommercial.com

Bruce Meyer

From: Tom Kolschowsky <Tom@stahelin.com>
Sent: Tuesday, May 8, 2018 7:57 AM
To: Jay Barron; Bruce Meyer
Subject: RE: Cartwright Creek system

Jay,

I have not been able to make a trip out there yet. I have been busy in IL and hoping to schedule a trip over the next few weeks.

If there is something urgent they wish to discuss, we can always set up another call.

Also, Bruce is available if they need to meet in person.

Thanks, Tom

Thomas L Kolschowsky
Corporate Counsel
Stahelin Properties
800 Roosevelt Road
Building A, Suite 120
Glen Ellyn, Illinois 60137
630-469-3331 (office)
630-469-4635 (fax)

From: Jay Barron <jay@vcommercial.com>
Sent: Monday, May 07, 2018 4:45 PM
To: Tom Kolschowsky <tom@stahelin.com>; Bruce Meyer <bruce@cartwrightcreek.com>
Subject: Cartwright Creek system

Bruce & Tom,

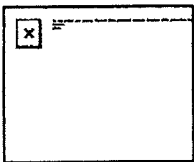
Kent Conlon and his team in Chicago are very much interested in working with you toward a solution for the system.

Tom, Kent thought you would connect during a visit to Nashville last week. Are you still planning a trip down here?

Meanwhile, what can I do to help move this forward? Willing partners with deep pockets are standing by.

Thanks,

Jay



Jay Barron
Broker/Accredited Land Consultant at Village Commercial

Address 2206 21st Ave S. Nashville, TN 37212

Phone 615.346.5533
Mobile 615.604.8825
Email jay@vcommercial.com

Bruce Meyer

From: Michael Dewey <mdewey@dewey-engineering.com>
Sent: Friday, June 29, 2018 3:59 PM
To: bmeyer@sheafferwws.com
Cc: Mark Marshall
Subject: Meeting - Tuesday (7/3) at 1 pm

Bruce,

Thanks for your help over the phone. Mark Marshall and I plan to meet with you at 1 pm on Tuesday at your office. Can you confirm this still works for you?

Thanks,
Michael Dewey, PE
(615) 979-9071

Bruce Meyer

From: Michael Dewey <mdewey@dewey-engineering.com>
Sent: Monday, July 30, 2018 11:28 AM
To: Bruce Meyer
Cc: 'Mark Marshall'
Subject: RE: Meeting - Tuesday (7/3) at 1 pm

Thanks Bruce. Mark is still looking at the property across the street and to the south of the one we showed you (DePriest property), so we are still interested in the sewer information with TDEC.

Thanks,
Michael Dewey, PE
(615) 979-9071

From: Bruce Meyer [mailto:bmeyer@sheafferwws.com]
Sent: Monday, July 30, 2018 10:56 AM
To: Michael Dewey <mdewey@dewey-engineering.com>
Cc: 'Mark Marshall' <mdevelop@bellsouth.net>
Subject: RE: Meeting - Tuesday (7/3) at 1 pm

Michael, Mark,

I've been informed that the property is under contract to someone else.

Bruce Meyer

From: Michael Dewey <mdewey@dewey-engineering.com>
Sent: Friday, July 27, 2018 1:42 PM
To: Bruce Meyer <bmeyer@sheafferwws.com>
Cc: 'Mark Marshall' <mdevelop@bellsouth.net>
Subject: RE: Meeting - Tuesday (7/3) at 1 pm

Bruce,

Hope you are doing well. Mark and I met this afternoon and just wanted to check in with you to see if there has been any feedback from TDEC, but primarily to see if you had any information (TCs and Inverts) of the nearest manholes that we would be tying into. I am hoping there are some as-builts that may be able to be sent to us. We are trying to get an idea of depths and lengths for the sewer extension. Please let us know if you have any questions. Thanks for your help.

Thanks,
Michael Dewey, PE
(615) 979-9071

From: Michael Dewey
Sent: Monday, July 23, 2018 5:11 PM
To: 'Bruce Meyer' <bmeyer@sheafferwws.com>
Cc: 'Mark Marshall' <mdevelop@bellsouth.net>
Subject: RE: Meeting - Tuesday (7/3) at 1 pm

Bruce,

To clarify, the only holes that would be on septic would be the large 5 acre tracts that are on the other side of the ridge and downgrade. We also just wanted to check in to confirm that TDEC still has not responded to you. Please let us know if you have any questions. Thanks again for your help.

Thanks,
Michael Dewey, PE
(615) 979-9071

From: Bruce Meyer [<mailto:bmeyer@sheafferwws.com>]
Sent: Wednesday, July 18, 2018 10:37 AM
To: Michael Dewey <mdewey@dewey-engineering.com>
Cc: 'Mark Marshall' <mdevelop@bellsouth.net>
Subject: RE: Meeting - Tuesday (7/3) at 1 pm

Michael,

Since your and Mark's visit, no one from the county or elsewhere has contacted me about the properties we discussed.

Cartwright Creek has no responsibility for septic systems and we don't have any knowledge of the process. Why would homes in the development be on septic if others are being connected to Cartwright Creek?

Bruce Meyer
Operations Manager
Sheaffer Wastewater Solutions, LLC
Managers of Cartwright Creek, LLC
1551 Thompson's Station Road West
Thompson's Station, TN 37179

Mobile: 615-714-7868
Fax: 615-261-8613
bmeyer@sheafferwws.com

From: Michael Dewey <mdewey@dewey-engineering.com>
Sent: Wednesday, July 18, 2018 9:40 AM
To: bmeyer <bmeyer@sheafferwws.com>
Cc: 'Mark Marshall' <mdevelop@bellsouth.net>
Subject: RE: Meeting - Tuesday (7/3) at 1 pm

Bruce,

We just wanted to get back with you to let you know we had a good meeting with Williamson County on Monday. They mentioned they would want any septic areas (if any for the larger 5 acre lots) designed and approved as we move forward with the Concept Plan. Do you happen to know the process and timeline for the septic design and approval? We typically have others design the septic and coordinate the approval, but as I recall it is about a 9-12 month process in Williamson County. Lastly, has anyone (staff or otherwise) contacted you about the properties we discussed in your office? Please let us know if you have any questions. Thanks for your help.

Thanks,
Michael Dewey, PE
(615) 979-9071

From: Michael Dewey
Sent: Thursday, July 12, 2018 7:06 PM
To: 'bmeyer' <bmeyer@sheafferwws.com>
Cc: 'Mark Marshall' <mdevelop@bellsouth.net>
Subject: RE: Meeting - Tuesday (7/3) at 1 pm

No worries. Thanks for the update, Bruce.

Thanks,
Michael Dewey, PE
(615) 979-9071

From: bmeyer [<mailto:bmeyer@sheafferwws.com>]
Sent: Thursday, July 12, 2018 6:47 PM
To: Michael Dewey <mdewey@dewey-engineering.com>
Subject: RE: Meeting - Tuesday (7/3) at 1 pm

No update or word from TDEC. I won't be available between 8-11 Friday, sorry. 100 units would be the target.

Bruce Meyer

----- Original message -----
From: Michael Dewey <mdewey@dewey-engineering.com>
Date: 7/12/18 6:02 PM (GMT-06:00)
To: Bruce Meyer <bmeyer@sheafferwws.com>
Cc: 'Mark Marshall' <mdevelop@bellsouth.net>
Subject: RE: Meeting - Tuesday (7/3) at 1 pm

Thanks Bruce. We just wanted to let you know that we have our meeting with Williamson County Planning tomorrow at 9 am. Has there been any updates on your correspondence with TDEC? If necessary, would you be available to discuss this project briefly over the phone if we have any questions during our meeting from 9 am-10 am tomorrow morning? Lastly, we just wanted to confirm that if everything goes smoothly with TDEC, that it should provide capacity of approximately 100 units for the site we discussed last week, can you confirm? Thanks again for your help.

Thanks,
Michael Dewey, PE
(615) 979-9071

From: Bruce Meyer [<mailto:bmeyer@sheafferwws.com>]
Sent: Tuesday, July 03, 2018 5:33 PM
To: Michael Dewey <mdewey@dewey-engineering.com>
Cc: 'Mark Marshall' <mdevelop@bellsouth.net>
Subject: RE: Meeting - Tuesday (7/3) at 1 pm

Michael, Mark,

Here's the sewer map we discussed.

Bruce Meyer
Operations Manager
Sheaffer Wastewater Solutions, LLC

Bruce Meyer

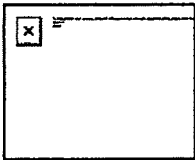
From: Jay Barron <jay@vcommercial.com>
Sent: Monday, August 6, 2018 3:49 PM
To: Bruce Meyer
Cc: Tom Kolschowsky; Kent Conlon
Subject: contract on Hillsboro tract

Bruce,

This is to confirm our conversation about a new contract on the Hillsboro property. The API Development team and I are standing by to assist with TDEC approvals to move the project forward.

API Development is from the Chicago area (a division of <http://www.gototps.com/>). They are currently building a new office building in Brentwood.

They're very well equipped to move this project to completion. Let's make something happen with a TDEC agreement and get this system back in good shape to accommodate the new community. Let me know how we can help.

**Jay Barron**

Broker/Accredited Land Consultant at Village Commercial

Address 2206 21st Ave S. Nashville, TN 37212

Phone 615.604.8825 **Office** 615.346.5533

Email jay@vcommercial.com

Bruce Meyer

From: Jay Barron <jay@vcommercial.com>
Sent: Monday, September 24, 2018 3:17 PM
To: Bruce Meyer
Subject: Re: Hillsboro tract Conference Call

Thanks Bruce. Developers are regrouping after the most recent change in density rules by Williamson County a couple of weeks ago. It seems we've gone from about 55 lots to about 22 now. They'll have to decide if it's even worthwhile to proceed with these new regulations in place - should have a decision by Wednesday. Stay tuned.

Jay



Jay Barron
Broker/Accredited Land Consultant at Village Commercial

Address 2206 21st Ave S. Nashville, TN 37212
Phone 615.604.8825 **Office** 615.346.5533
Email jay@vcommercial.com

On Mon, Sep 24, 2018 at 1:29 PM Bruce Meyer <bruce@cartwrightcreek.com> wrote:

Jay,

Tom Kolschowsky is available this week any morning after 1130 am and any afternoon between 2-4 for a conference call.

Do you want to coordinate and get some times from the developer?

Thanks,

Bruce Meyer

Operations Manager

Sheaffer Wastewater Solutions, LLC

Managers of Cartwright Creek, LLC

1551 Thompson's Station Road West

Thompson's Station, TN 37179

Mobile: 615-714-7868

Fax: 615-261-8613

bmeyer@sheafferwws.com

Bruce Meyer

From: Michael Dewey <mdewey@dewey-engineering.com>
Sent: Wednesday, October 24, 2018 6:28 PM
To: Bruce Meyer
Cc: mdevelop
Subject: Hillsboro Road
Attachments: 2057-2064 Hillsboro Road.jpg

Bruce,

Thanks for your help over the phone. Attached is an image showing 4 parcels our client is interested in. The total area of the 4 parcels is approximately 80 acres. Per our conversation, we wanted to send you the number of units we would be looking at for these parcels which would be 80 single family lots. Please let us know if you have any questions or if you need any additional information. Thanks again for your help.

Thanks,
Michael Dewey, PE
(615) 979-9071



Bruce Meyer

From: Michael Dewey <mdewey@dewey-engineering.com>
Sent: Wednesday, January 16, 2019 4:46 PM
To: Bruce Meyer
Cc: 'mdevelop'
Subject: RE: Hillsboro Road

Bruce,

Sorry I missed your call this morning. We are not working on that site at this time, but I am not sure if Mark is still pursuing it or not.

Thanks,
Michael Dewey, PE
(615) 979-9071

From: Bruce Meyer <bmeyer@sheafferwws.com>
Sent: Wednesday, January 16, 2019 10:50 AM
To: Michael Dewey <mdewey@dewey-engineering.com>
Cc: 'mdevelop' <mdevelop@bellsouth.net>
Subject: RE: Hillsboro Road

Michael,

Could you please let me know the status of this development? We are still hoping it is going to happen.

Thanks,

Bruce Meyer
Operations Manager
Sheaffer Wastewater Solutions, LLC
Managers of Cartwright Creek, LLC
6545 Cox Road
College Grove, TN 37046

Mobile: 615-714-7868
bmeyer@sheafferwws.com

From: Michael Dewey <mdewey@dewey-engineering.com>
Sent: Wednesday, October 24, 2018 6:28 PM
To: Bruce Meyer <bmeyer@sheafferwws.com>
Cc: mdevelop <mdevelop@bellsouth.net>
Subject: Hillsboro Road

Bruce,

Thanks for your help over the phone. Attached is an image showing 4 parcels our client is interested in. The total area of the 4 parcels is approximately 80 acres. Per our conversation, we wanted to send you the number of units we would be looking at for these parcels which would be 80 single family lots. Please let us know if you have any questions or if you need any additional information. Thanks again for your help.

Thanks,

Bruce Meyer

From: Bruce Meyer <bmeyer@sheafferwws.com>
Sent: Friday, October 26, 2018 11:38 AM
To: 'Michael Dewey'
Cc: 'mdevelop'
Subject: RE: Hillsboro Road

Michael,

The map was very helpful. Cartwright Creek would be able to serve 80 taps from these properties. Of course, as we discussed earlier, there are details to work out. For example, the tap and any other fees would have to be paid up front so the funds could be used for sewer repairs that would reduce infiltration. And this would all have to be spelled out in an agreement between Cartwright Creek and the Developer. The cost of extending the collection system to Cartwright Creek's existing gravity lines would also be the responsibility of the Developer.

Because it has such a potentially positive impact on Cartwright Creek's infiltration issues, we are hopeful that you and the Developer can navigate through the county's and other "hoops" to make this a reality.

Thanks

Bruce Meyer
Operations Manager
Sheaffer Wastewater Solutions, LLC
Managers of Cartwright Creek, LLC
1551 Thompson's Station Road West
Thompson's Station, TN 37179

Mobile: 615-714-7868
Fax: 615-261-8613
bmeyer@sheafferwws.com

From: Michael Dewey <mdewey@dewey-engineering.com>
Sent: Wednesday, October 24, 2018 6:28 PM
To: Bruce Meyer <bmeyer@sheafferwws.com>
Cc: mdevelop <mdevelop@bellsouth.net>
Subject: Hillsboro Road

Bruce,

Thanks for your help over the phone. Attached is an image showing 4 parcels our client is interested in. The total area of the 4 parcels is approximately 80 acres. Per our conversation, we wanted to send you the number of units we would be looking at for these parcels which would be 80 single family lots. Please let us know if you have any questions or if you need any additional information. Thanks again for your help.

Thanks,
Michael Dewey, PE
(615) 979-9071

Exhibit B

Bruce Meyer

From: Hayes Bryant <hbryant@burtoncap.com>
Sent: Thursday, January 17, 2019 3:29 PM
To: bmeyer@sheafferwws.com
Cc: Jeff Gould
Subject: Trust Partners/Daily farm: 6470 Manley

Thanks for your time today, Bruce. Please see below for my contact details. Please also send me the letter that gives some detail on the \$500,000 required to remediate the infiltration.

I am copying Jeff Gould, Trustee for Trust Partners, LLC (the landowner), for his reference.

Hayes Bryant | Burton Capital
40 Burton Hills Blvd, Suite 200 | Nashville, TN 37215
M: 615-686-6185 | hbryant@burtoncap.com

Exhibit C



May 22, 2018

Bruce Meyer
Cartwright Creek, LLC
1551 Thompson's Station Rd West
Thompson's Station, TN 37179

Dear Mr. Meyer,

We appreciate the opportunity to provide you with a proposal for an initial evaluation of options for improvements to the Cartwright Creek wastewater collection system. The purpose of the planning level study is to determine the most cost-effective alternatives for improving the existing collection system to reduce wet weather inflow and infiltration.

Tasks to be included in the evaluation include:

1. Review of existing flow monitoring report
2. Review of George Kurz's analysis of the flow monitoring data
3. Review of currently available CCTV videos
4. Preparation of a brief technical memorandum summarizing our review and recommendations for improvements including budgetary costs for the improvements.

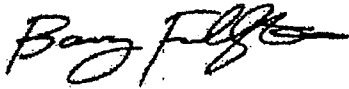
We propose to provide this work for on a time and materials basis at a rate of \$165 per hour. Based on our understanding of the scope, we are estimating a total of approximately \$9,570 will be required to complete the initial evaluation.

Cartwright Creek Wastewater Collection System
Initial Planning for Improvements
May 22, 2018

We have prepared this proposal based on my initial discussion with you and brief review of the flow monitoring report. If we have misunderstood the intent or if you would like to revise any aspect of the proposed work, please let me know.

Sincerely,

Inflo Design Group, LLC



Barney Fullington, Principal

Proposal accepted by:

Bruce Meyer OPS MGR.
BRUCE MEYER Signature

5/24/18
Date

Exhibit D

Cartwright Creek Grasslands Facility – Total Nitrogen Results Summary

Month	Measured Total Nitrogen		Permit limit
	<i>Ave (mg/l)</i>	<i>Max (mg/l)</i>	
October 2018	5.43	6.7	1.9 mg/l Ave.
November 2018	3.81	3.83	None, test only
December 2018	4.92	5.5	None, test only
January 2019	4.29	4.33	None, test only
February 2019	3.58	5.85	None, test only

Exhibit E

ORDINANCE 2008-03 (and 11 Combined)

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY REVISING CHAPTER 70, ARTICLE II, DIVISION 6, IN REGARD TO RATES AND CHARGES FOR SEWER SERVICE; AND BY REVISING CHAPTER 70, ARTICLE III, DIVISION 1, SECTIONS 70-156 THROUGH 70-159, IN REGARD TO RATES AND CHARGES FOR WATER SERVICE

WHEREAS, the City of Brentwood provides sewer service to most residents and businesses within the City and water service to a large portion of the City, and also provides such services to some properties beyond the City's corporate limits; and

WHEREAS, various provisions of Chapter 70 of the Brentwood Municipal Code establish tap fee amounts, monthly billing rates and billing policies for water and sewer service; and

WHEREAS, increases in customer sewer rates and water and sewer tap fees are essential for the City to repair and improve its core utility infrastructure; to provide sufficient income to cover the cost of debt payments for revenue bonds to be issued to pay for the planned improvements; to provide financial certainty for addressing the unknown expenses and obligations facing the City with regard to wastewater treatment rates paid to Metropolitan Nashville; and to protect the City's overall financial position and bond rating; and

WHEREAS, the revisions contained herein further establish necessary authority for the City to add water or sewer rate surcharges to recover future increases in wastewater treatment costs and purchased water costs; and

WHEREAS, certain other changes to current billing policies are deemed necessary and are included in the revisions contained herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1: That section Division 6 of Chapter 70, Article II of the Code of Ordinances of the City of Brentwood shall be revised to read as follows:

DIVISION 6. RATES AND CHARGES

Sec. 70-132. Tap fees.

- (a) Tap fees charged for connection to the public sewer system shall be as follows:

Classification		Sewer tap fee in city	Sewer tap fee out of city	Remarks
Dwelling unit		\$5,000.00	\$10,000.00	
Colleges		\$1,420.00 per student, employee, and faculty member	\$2,840.00 per student, employee, and faculty member	Number of students, employees and faculty, based upon maximum capacity of college
Hospitals		\$2,840.00 per bed	\$5,680.00 per bed	
Nursing homes; assisted living facilities		\$1,420.00 per bed and employee	\$2,840.00 per bed and employee	Number of patients and employees based upon maximum capacity of nursing homes
Schools, high and middle		\$213.00 per student, employee, and faculty member	\$426.00 per student, employee, and faculty member	Number of students, employees, and faculty, based upon maximum capacity of school
Schools, elementary and day care		\$142.00 per student, employee, and faculty member	\$284.00 per student, employee, and faculty member	Number of students, employees, and faculty based upon maximum capacity of school
Factory or office building		\$1.79 per sq. ft. of floor space, plus \$2,500.000 per shower head	\$3.58 per sq. ft. of floor space, plus \$5,000.00 per shower head	
Hotel/motel (not extended stay)		\$1,420.00 per bedroom	\$2,840.00 per bedroom	
Extended stay hotel				
	One room	\$2,840.00 per unit	\$5,680.00 per unit	
	Two rooms	\$4,260.00 per unit	\$8,520.00 per unit	
	Three rooms	\$5,000.00 per unit	\$10,000.00 per unit	
Restaurants, (not 24-hour service and not on interstate)		\$500.00 per seat plus \$250.00 per curb-service car space	\$1,000.00 per seat, plus \$500.00 per curb-service car space	
Restaurants, (24-hour service and not on interstate)		\$710.00 per seat and curb-service car space	\$1,420.00 per seat and curb-service car space	
Restaurants, (24-hour service, and on interstate)		\$1,000.00 per seat, plus \$250.00 per curb-service car space	\$2,000.00 per seat, plus \$500.00 per curb-service car space	
Country clubs		\$710.00 per member (family)	\$1,420.00 per member (family)	
Shopping centers		\$1.42 per sq. ft. of floor space	\$2.84 per sq. ft. of floor space	
Service station with convenience store and car wash		\$7,100.00 per 2-car pump island	\$14,200.00 per 2-car pump island	For each pump island that can serve 2 cars at the same time
Service station with convenience store only		\$5,000.00 per 2-car pump island	10,000.00 per 2-car pump island	For each pump island that can serve 2 cars at the same time
Full-service automatic car wash		\$142,000.00 per business	\$284,000.00 per business	No additional fee for gas pump islands
Car wash by hand		\$5,000.00 per bay	\$10,000.00 per bay	
Churches		\$21.30 per seat in main sanctuary	\$42.60 per seat in main sanctuary	Tap fee not to be less than one residential (dwelling) tap
Commercial establishments not listed above		\$1,420.00 per employee	\$2,840.00 per employee	Number of employees based upon normal operation; minimum tap fee shall be the residential (dwelling) tap fee

(b) In the event city sewerage service has been made available to an existing home through the city's neighborhood sewer extension program, but the property owner chose not to participate and the tap fee was not paid at that time, the following provisions shall apply:

- (1) The home may be connected to the city sewer system if the owner agrees to pay the currently applicable tap fee plus the full cost of installation by the city or its contractor.
- (2) The tap fee and cost of installation may be paid in one lump sum or in interest-free monthly installments over a period not to exceed three years from the date of installation.
- (3) If the tap fee and cost of installation are to be paid in monthly installments, such installments shall be added to the monthly sewer bill for the home. Additionally, the homeowners shall be required to sign a legal document, approved by the city attorney, establishing a lien on the property for the amount of the unpaid tap fee and cost of installation. Said document shall be duly recorded with the county register of deeds, and the lien shall not be released until full payment of all amounts due the city pursuant to this section. The homeowners shall also reimburse the city for all recording fees and reasonable legal and administrative costs prior to connection to the sewer system.

(c) When the use of existing property for which a sewer tap fee has been paid changes to a use for which a higher tap fee would be due, the incremental difference in the sewer tap fee shall be charged.

Sec. 70-133. Customer account classes.

Sewer customer accounts of the city shall be categorized in classes as follows, based on the predominant use of the property served:

- (1) *Class A accounts:* Detached or attached residential units billed on the basis of an individual water meter reading for each dwelling unit. The monthly bill shall be based on the rates set forth in this division, with a minimum bill of 2,000 gallons per unit.
- (2) *Class B accounts:* Attached residential units and retirement/assisted care developments billed on the basis of reading one water meter serving multiple dwelling units. The monthly bill shall be based on the rates set forth in this division, with the minimum bill determined by number of dwelling units served by a single meter multiplied by 2,000 gallons per unit.
- (3) *Class C accounts:* General retail, service, medical, hotel and warehouse use customers customarily allowed in the C-1, C-2, C-3 or C-4 zoning districts. The monthly bill shall be based on the rates set forth in this division, with the

Exhibit F

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

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
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.

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

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 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 15th 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 20th 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 # _____