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851 Aviation Parkway
Smyrna, TN 37167

2008 JUL 16 PM 4:30

July 16, 2008

T.R.A. DOCKET ROOM

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

RE: Docket # 08-00113 – The Preserve Condominiums - Data Response

Dear Mrs. Standley:

Tennessee Wastewater Systems, Inc. (TWSI) provides the following information per your request dated July 11, 2008.

1. Please provide a copy of the Professional Services Agreement signed by Adenus Solutions Group, LLC and the developer.

Response: See Attachment "A" for the PSA. Note that at the time the agreement was signed in 2006 that Adenus Solutions Group (ASG) was still doing business under the name of Pickney Bros., Inc.

2. Please provide a complete corporate organization chart of Adenus Solutions Group, LLC, and Tennessee Wastewater Systems, Inc. and any subsidiaries of both companies along with an explanation of the relationship to Tennessee Wastewater Systems, Inc.

Response: See Attachment "B" for the full organization chart of the Adenus companies, which include ASG and TWSI. *(Note: the information contained on this chart is proprietary.)*

ASG provides in-house engineering, design, construction, and project management services for TWSI and other companies within the Adenus Utilities Group.

3. Please provide a sample copy of an actual bill that a Preserve Condominium customer will receive.

Response: See Attachment "C" for a sample bill.



851 Aviation Parkway
Smyrna, TN 37167

If you have any further questions, or need any additional information, please feel free to contact me.

Sincerely,

Matt Pickney
Operations Manager
TN Wastewater



Attachment
"A"

PICKNEY BROS. INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of May 8, 2006, between Reserve Condos, LLC (Client) and Pickney Bros. Inc. (PBI) to perform professional services for the assignment described as follows:

Project: Reserve at Center Hill Lake, Dekalb County, TN

Location: 5 acre +/- residential development for 16 + town homes, Dekalb County, TN

Description of Project: Submit required information for State Operating Permit (SOP), and for Underground Injection Control Permit (UIC) for sewer collection, treatment, and disposal system, and acquire final SOP for above referenced project.

- I. **PROFESSIONAL SERVICES:** PBI agrees to perform the following Basic Services under this contract:
 - A. Submit required information for SOP application to Tennessee Department of Environment and Conservation (TDEC) using soil mapping, sketch plat, and site topography supplied by the owner.
 - B. Submit required information for UIC application to TDEC using soil mapping, sketch plat, and site topography supplied by the owner.
 - C. Pay fees required for applications.
 - D. Post required Public Notice for the SOP application process.
 - E. Receive approval of above submitted information to include final SOP.
- II. **COMPENSATION:** The compensation to be paid to PBI for providing the requested services shall be:
☐ Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.
Estimated Fee _____ or Maximum Fee _____
☒ Lump Sum \$3,500.00 (SOP and UIC) _____
☐ Percentage of Construction Cost _____ % Estimated Fee _____
☐ Other (specify) _____
 - **PAYMENTS:** Payments for services rendered will be made as follows: Fee is due at the time this agreement is signed. The permitting process can take between 5 months to 7 months.
- III. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days written notice. On termination by Client prior to PBI submitting applications, client will forfeit 25% (\$875.00) of fee and PBI will refund the remainder of the fee (\$2625.00). On termination by Client after PBI submits applications, client will forfeit 75% (\$2625.00) of fee and PBI will refund the remainder of the fee (\$875.00). On termination by PBI, Client will receive full refund of fee paid (\$3500.00) regardless of progress on submission.
- IV. **REUSE OF DOCUMENTS:** All documents including Drawings and Specifications prepared by PBI pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client, or others, on extensions of the Project or on any other project. Any reuse without written verification or adaptation by PBI for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to PBI; and client shall indemnify and hold harmless PBI from all claims, damages, losses and expenses including attorneys'

fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **PBI** to further compensation at rates to be agreed upon by **Client** and **PBI**.

- V. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **PBI** will have reasonable access to the site for activities necessary for the performance of the services. The **Client** understands that **PBI** is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or job site safety, **PBI** will not be responsible for any losses or injuries that occur at the Project site.
- VI. **INDEMNIFICATIONS:** If any claim is brought against either the **Client** or **PBI** by any third party, relating in whole or in part to the negligence of the **Client** or **PBI**, each party shall indemnify the other against any loss or judgment, including attorneys' fees and cost, to the extent that such loss or expense is caused by the party's negligence.
- VII. **RISK ALLOCATION:** In recognition of the relative risks, rewards and benefits of the project to both the **Client** and **PBI**, the risks have been allocated such that the **Client** agrees that, to the fullest extent permitted by law, **PBI's** total liability to the **Client** for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause or causes, shall not exceed the amount of our fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- VIII. **DISPUTES RESOLUTION:** It is agreed by both parties that all unsettled claims, counterclaims, disputes or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties, or by either party if its rights would be irrevocably prejudiced by a delay in initiating arbitration or the right to file a lawsuit.
- IX. **OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **PBI** represents **PBI's** judgment as design professionals and is supplied for general guidance of the **Client**. Since **PBI** has no control over the construction marketplace, **PBI** does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to **Client**.
- X. **GOVERNING LAW:** Unless otherwise specified within the Agreement, this Agreement shall be governed by the Law of the State of Tennessee.

Preserve Condo's LLC
Owner/Developer

By: Bob Vail

Title: Partner

Address: PO Box 2244

Cookeville, TN
38502

Pickney Bros. Inc.

By: Keith Townsend

Title: Project Manager

Address: 7638 River Road Pike

Nashville, Tennessee 37209

Attachment ‘B’ on file in Docket Office.

TENNESSEE
Wastewater

**Tennessee
Wastewater Systems, Inc.**

851 Aviation Parkway
Smyrna, TN 37167
888-3-ADENUS

RETURN STUB WITH PAYMENT TO:
Tennessee Wastewater Systems, Inc.
851 Aviation Parkway
Smyrna, TN 37167
Maintenance Hotline: 877-669-0786

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
Smyrna, TN
Permit No. 26

Attachment
"C"

| Account No. | | Location No. | | Account No. | | Location No. | | | |
|---------------|--|----------------|--|---------------|--|------------------|--|----------------------|--|
| 0000000009999 | | 00000TNPRC0001 | | 0000000009999 | | 00000TNPRC0001 | | | |
| From Date | | Through Date | | Due Date | | After Due Date | | Net Amount | |
| 9/1/2008 | | 9/30/2008 | | 10/15/2008 | | \$37.32 | | \$35.54 | |
| Service | | Usage | | Amount | | Service Address: | | 123 FLOATING MILL RD | |

SEWER \$35.11
Bonding \$.38
Total Charges Due \$35.54

JOHN DOE
123 FLOATING MILL ROAD
SILVER POINT, TN 38582

| Past Due Amount | Current Charges | Net Amount |
|-----------------|-----------------|------------|
| | | \$35.54 |
| Due Date | After Due Date | |
| 10/15/2008 | \$37.32 | \$35.54 |

Save time. Save postage. Sign up for ACH Direct Deposit.
Call us or visit tennesseewastewater.com for more info.