

# TENNESSEE REGULATORY AUTHORITY



502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, Tennessee 37243

August 17, 2015

Mr. Henry Walker  
Bradley Arant Voults Cummings, LLP  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203

14-00136

RE: Docket No. 14-00136, *Petition of Tennessee Wastewater Systems, Inc. for Approval of Capital Improvement Surcharges and Financing Arrangements.*

Dear Mr. Walker:

In order for the Authority to further evaluate the petition filed in this matter, it is requested that you provide responses to the attached questions and/or the necessary information and documents.

It is requested that the Company provide its responses no later than 2:00 p.m. on Friday, August 28, 2015. Pursuant to TRA Rule 1220-1-1-.03(4), submit either an electronic response along with an original and four (4) written copies or an original written response and thirteen (13) copies. Please note that the requisite number of written copies of all requested information should be provided to the Docket Manager and electronic responses, if filed, must be in .pdf format. Additionally, all financial statements and requested schedules should be filed in excel format. Should you have questions regarding the attached request, please contact Patsy Fulton at (615) 770-6887.

Sincerely,

David Foster  
Chief, Utilities Division

C: Docket File  
Charles Hyatt

### **TRA DATA REQUEST NO. 3**

**The following questions pertain to the proposed project at Smoky Village. In responding to these questions, please refer to the Response/Attachment 83-Smoky Village Cost Estimate provided by TWS in response to TRA Data Request No. 1. For your convenience a copy of this response is attached hereto.**

**For the purposes herein the term “mark-up” shall mean any amount added to the purchase/invoice price or cost to produce an item by an affiliate to arrive at the price billed to TWS; such additives include, but are not limited to, added profit, fees and expenses. Costs referred to herein are contained in the Response/Attachment – Smoky Village Cost Estimate provided by TWS.**

#### **Soil Mapping 2 Acre - \$1,400:**

1. In response to question no. 29 of TRA Data Request No. 1, TWS stated:

If this question refers to land that TWSI intends to purchase in the future, TWSI has paid for soil mapping at each site. The cost was approximately \$1,300 for each site. Because the money was paid from TWSI's escrow fund, TWSI attached copies of the invoices to the company's annual reports filed in 2013 and 2014. See also Response to number 33 herein.

- a. Please confirm that the attached invoice no. 10028 dated 5/28/2013 from Kevin Davis to Bob Pickney for \$1,300 represents all of the soil mapping cost for the proposed project at Smoky Village.
  - b. If the attached invoice does not represent all of the soil mapping cost for the proposed project at Smoky Village, please provide the basis for such cost, including all supporting documentation.
2. Please identify the person(s) responsible for providing TWS' response to the above questions related to Soil Mapping.

#### **Property Acquisition 2 Acre - \$51,000:**

3. In response to question no. 82 of TRA Data Request No. 1, TWS provided “Attachment 82.M Smoky Village Real Estate Data,” a copy of which is attached hereto for your convenience. Please confirm that the attachment and related General Warranty Deed (also attached) represent the conveyance of the property for the proposed Smoky Village project to Robert Pickney for actual consideration of \$41,000.
4. If the property for the proposed Smoky Village project was (or will be) initially purchased by Robert Pickney, or any other person or entity affiliated with TWS, will there be any mark-up to TWS in the actual cost of the property? If so, please provide (a)

all reasons that justify the mark-up to TWS; and (b) the basis for the mark-up in cost to TWS, including all documentation supporting the basis for such mark-up.

5. Please identify the person(s) responsible for providing TWS' response to the above questions related to Property Acquisition.

**Easements 1 Each - \$1,500:**

6. Please explain in detail (a) the reason(s) the planned easements are necessary for the project at Smoky Village and (b) the basis for the \$1,500 cost estimate for the easements, including documentation supporting such cost.
7. If the easements have or will be acquired or paid by any affiliated person or entity of TWS, will there be any mark-up to TWS in the actual cost of the easements incurred by the person or entity affiliated with TWS? If so, please provide (a) all reasons that justify the mark-up to TWS; and (b) the basis for the mark-up in cost to TWS, including all documentation supporting the basis for such mark-up.
8. Please identify the person(s) responsible for providing TWS' response to the above questions related to Easements.

**Drip Field 9000 Ft - \$31,500:**

9. Please identify and describe the materials, labor and/or services included in the \$3.50 per foot unit price (e.g., tubing, emitter pipe, installation/labor costs, etc.).
10. Please provide an itemization of costs on a per-foot, unit-price basis **for each item** identified and described in question 9.
11. Please identify the vendor or supply source (including TWS' own resources) that TWS plans to use **for each item** described in question 9.
12. If TWS plans to use any person or entity affiliated with TWS as the vendor or supply source **for any item** identified and described in question 9, will there be any mark-up to TWS in the actual cost of the item incurred by the person or entity affiliated with TWS?
13. **For each item** identified and described in question 9 that may be supplied by an affiliated person or entity of TWS:
  - a. Please provide the **actual cost** of the item incurred, or estimated to be incurred, by the affiliated person or entity to purchase, manufacture or produce the item. Provide documentation supporting such actual cost (e.g., outside vendor invoices, contracts, or price lists for purchased items; actual material, labor and overhead costs for items or materials manufactured or produced by the affiliated person or entity; actual labor rates paid by the affiliated person or entity for

labor/installation paid to employees or contractors, etc.). **Do not include** any sales, marketing, distribution or other retailing costs, any gross profits, or any other mark-ups in such actual cost.

- b. Please provide the price that TWS will pay the affiliated person or entity for the item.
  - c. If the **price** TWS will pay for the item is greater than the **actual cost** of the item incurred, or estimated to be incurred, by the person or entity affiliated with TWS, please provide (a) all reasons that justify the mark-up to TWS; and (b) the basis for the mark-up in cost to TWS, including all documentation supporting the basis for such mark-up.
14. For any labor costs associated with the construction or installation of the Drip Field, please separate the labor costs among (a) TWS employees; (b) employees of any person or entity affiliated with TWS; and (c) non-affiliated persons or entities.
15. Please identify the person(s) responsible for providing TWS' response to the above questions related to Drip Field.

**Field Lines 1200 Ft - \$18,000:**

16. Please identify and describe the materials, labor and/or services included in the \$15.00 per foot unit price (e.g., lines, installation/labor costs, etc.).
17. Please provide an itemization of costs on a per-foot, unit-price basis **for each item** identified and described in question 16.
18. Please identify the vendor or supply source (including TWS' own resources) that TWS plans to use **for each item** described in question 16.
19. If TWS plans to use any person or entity affiliated with TWS as the vendor or supply source **for any item** identified and described in question 16, will there be any mark-up to TWS in the actual cost of the item incurred by the person or entity affiliated with TWS?
20. **For each item** identified and described in question 16 that may be supplied by an affiliated person or entity of TWS:
- a. Please provide the **actual cost** of the item incurred, or estimated to be incurred, by the affiliated person or entity to purchase, manufacture or produce the item. Provide documentation supporting such actual cost (e.g., outside vendor invoices, contracts, or price lists for purchased items; actual material, labor and overhead costs for items or materials manufactured or produced by the affiliated person or entity; actual labor rates paid by the affiliated person or entity for labor/installation to employees or contractors, etc.). **Do not include** any sales,

marketing, distribution or other retailing costs, any gross profits, or any other mark-ups in such actual cost.

- b. Please provide the price that TWS will pay the affiliated person or entity for the item.
  - c. If the **price** TWS will pay for the item is greater than the **actual cost** of the item incurred, or estimated to be incurred, by the person or entity affiliated with TWS, please provide (a) all reasons that justify the mark-up to TWS; and (b) the basis for the mark-up in cost to TWS, including all documentation supporting the basis for such mark-up.
- 21. For any labor costs associated with the construction or installation of the Field Lines, please separate the labor costs among (a) TWS employees; (b) employees of any person or entity affiliated with TWS; and (c) non-affiliated persons or entities.
  - 22. Please identify the person(s) responsible for providing TWS' response to the above questions related to Field Lines.

**Fencing 1200 Ft - \$20,400:**

- 23. Please identify and describe the materials, labor and/or services included in the \$17.00 per foot unit price (e.g., lines, installation/labor costs, etc.).
- 24. Please provide an itemization of costs on a per-foot, unit-price basis **for each item** identified and described in question 23.
- 25. Please identify the vendor or supply source (including TWS' own resources) that TWS plans to use **for each item** described in question 23.
- 26. If TWS plans to use any person or entity affiliated with TWS as the vendor or supply source **for any item** identified and described in question 23, will there be any mark-up to TWS in the actual cost of the item incurred by the person or entity affiliated with TWS?
- 27. **For each item** identified and described in question 23 that may be supplied by an affiliated person or entity of TWS:
  - a. Please provide the **actual cost** of the item incurred, or estimated to be incurred, by the affiliated person or entity to purchase, manufacture or produce the item. Provide documentation supporting such actual cost (e.g., outside vendor invoices, contracts, or price lists for purchased items; actual material, labor and overhead costs for items or materials manufactured or produced by the affiliated person or entity; actual labor rates paid by the affiliated person or entity for labor/installation to employees or contractors, etc.). **Do not include** any sales, marketing, distribution or other retailing costs, any gross profits, or any other mark-ups in such actual cost.

- b. Please provide the price that TWS will pay the affiliated person or entity for the item.
  - c. If the **price** TWS plans to pay for the item is greater than the **actual cost** of the item incurred, or estimated to be incurred, by the person or entity affiliated with TWS, please provide (a) all reasons that justify the mark-up to TWS; and (b) the basis for the mark-up in cost to TWS, including all documentation supporting the basis for such mark-up.
28. For any labor costs associated with the construction or installation of the Fencing, please separate the labor costs among (a) TWS employees; (b) employees of any person or entity affiliated with TWS; and (c) non-affiliated persons or entities.
29. Please identify the person(s) responsible for providing TWS' response to the above questions related to Fencing.

**Project Management - \$14,350:**

30. Please describe the reasons the project management costs are necessary to complete the project at Smoky Village. Include in your description (a) the persons or entities performing the project management, (b) the functions of each person or entity related to project management, and (c) the basis and rate of compensation for each person or entity.
31. Please identify and describe the materials, labor and/or services included in the \$14,350 project management costs.
32. Please identify all vendor(s) or supply source(s) (including TWS' own resources) that TWS plans to use for project management.
33. If TWS plans to use any person or entity affiliated with TWS as a vendor or supplier for project management, will there be any mark-up to TWS in the actual cost incurred, or estimated to be incurred, by the person or entity affiliated with TWS?
34. **For any materials, labor or services related to project management** identified and described in question 31 that may be supplied by an affiliated person or entity of TWS:
- a. Please provide the **actual cost** of the materials, labor or services incurred, or estimated to be incurred, by the affiliated person or entity related to its provision of project management to TWS. Provide documentation supporting such actual cost (e.g., outside vendor invoices, contracts, or price lists; actual labor rates paid by the affiliated person or entity for project management services to employees or contractors, etc.). **Do not include** any sales, marketing, distribution or other retailing costs, any gross profits, or any other mark-ups in such actual cost.

- b. Please provide the price that TWS will pay the affiliated person or entity for any materials, labor or services related to project management.
  - c. If the **price** TWS will pay for any project management is greater than the **actual cost** of any project management incurred, or estimated to be incurred, by the person or entity affiliated with TWS, please provide (a) all reasons that justify the mark-up to TWS; and (b) the basis for the mark-up in cost to TWS, including all documentation supporting the basis for such mark-up.
35. For any labor costs associated with Project Management, please separate the labor costs among (a) TWS employees; (b) employees of any person or entity affiliated with TWS; and (c) non-affiliated persons or entities.
36. Please identify the person(s) responsible for providing TWS' response to the above questions related to Project Management.

**Engineering 120 Hrs - \$12,000:**

37. Please describe the reasons the engineering costs are necessary to complete the project at Smoky Village. Include in your description (a) the persons or entities performing the engineering, (b) the functions of each person or entity related to engineering, and (c) the basis and rate of compensation for each such person or entity.
38. Please identify and describe the materials (e.g., a copy of any engineering plans), labor and/or services included in the \$100 per hour engineering costs.
39. Please identify all vendor(s) or supply source(s) (including TWS' own resources) that TWS plans to use for engineering.
40. If TWS plans to use any person or entity affiliated with TWS as a vendor or supplier for engineering, will there be any mark-up to TWS in the actual cost incurred by the person or entity affiliated with TWS?
41. **For any materials, labor or services related to engineering** identified and described in question 38 that may be supplied by an affiliated person or entity of TWS:
- a. Please provide the **actual cost** of the materials, labor or services incurred, or estimated to be incurred, by the affiliated person or entity related to its provision of engineering to TWS. Provide documentation supporting such actual cost (e.g., outside vendor invoices, contracts, or price lists; actual labor rates paid by the affiliated person or entity for engineering services to employees or contractors, etc.). **Do not include** any sales, marketing, distribution or other retailing costs, any gross profits, or any other mark-ups in such actual cost..
  - b. Please provide the price that TWS will pay the affiliated person or entity for any materials, labor or services related to engineering.

- c. If the **price** TWS will pay for any engineering is greater than the **actual cost** of any engineering incurred, or estimated to be incurred, by the person or entity affiliated with TWS, please provide (a) all reasons that justify the mark-up to TWS; and (b) the basis for the mark-up in cost to TWS, including all documentation supporting the basis for such mark-up.
- 42. For any labor costs associated with Engineering, please separate the labor costs among (a) TWS employees; (b) employees of any person or entity affiliated with TWS; and (c) non-affiliated persons or entities.
- 43. Please identify the person(s) responsible for providing TWS' response to the above questions related to Engineering.

**CAI 80 Hrs - \$8,000:**

- 44. Please describe the reasons the CAI costs are necessary to complete the project at Smoky Village. Include in your description (a) the persons or entities performing the CAI, (b) the functions of each person or entity related to CAI, and (c) the basis and rate of compensation for each such person or entity.
- 45. Please identify and describe the materials, labor and/or services included in the \$100 per hour CAI costs.
- 46. Please identify all vendor(s) or supply source(s) (including TWS' own resources) that TWS plans to use for CAI.
- 47. If TWS plans to use any person or entity affiliated with TWS as a vendor or supplier for CAI, will there be any mark-up to TWS in the actual cost incurred by the person or entity affiliated with TWS?
- 48. **For any materials, labor or services related to CAI** identified and described in question 45 that may be supplied by an affiliated person or entity of TWS:
  - a. Please provide the **actual cost** of the materials, labor or services incurred, or estimated to be incurred, by the affiliated person or entity related to its provision of CAI to TWS. Provide documentation supporting such actual cost (e.g., outside vendor invoices, contracts, or price lists; actual labor rates paid by the affiliated person or entity for CAI services to employees or contractors, etc.). **Do not include** any sales, marketing, distribution or other retailing costs, any gross profits, or any other mark-ups in such actual cost.
  - b. Please provide the price that TWS will pay the affiliated person or entity for any materials, labor or services related to CAI.

- c. If the **price** TWS will pay for any CAI is greater than the **actual cost** of any CAI incurred, or estimated to be incurred, by the person or entity affiliated with TWS, please provide (a) all reasons that justify the mark-up to TWS; and (b) the basis for the mark-up in cost to TWS, including all documentation supporting the basis for such mark-up.
- 49. For any labor costs associated with CAI, please separate the labor costs among (a) TWS employees; (b) employees of any person or entity affiliated with TWS; and (c) non-affiliated persons or entities.
- 50. Please identify the person(s) responsible for providing TWS' response to the above questions related to CAI.

**Bonding 2% - \$2,763:**

- 51. Please explain in detail the purpose of the proposed bonding related to the project at Smoky Village, including a description of the protection or mitigation of risk sought by the bonding.
- 52. Please provide a description of (a) the activity or performance that is being bonded in relation to the Smoky Village project; (b) the type of bond that will be issued; (c) the amount or estimated amount of the bond; (d) the principal obligor requiring the bonding; (e) the owner obligee receiving the benefit of the bonding; and (f) the surety guarantor of the bonding.
- 53. Please identify the person(s) responsible for providing TWS' response to the above questions related to Bonding.

**Construction Contingency 10% - \$13,815:**

- 54. Please explain in detail the purpose of the proposed construction contingency related to the project at Smoky Village.
- 55. Please identify the person(s) responsible for providing TWS' response to the above questions related to Construction Contingency.

**Other:**

- 56. Other than soil mapping, have any of the above costs/expenses related to the proposed project at Smoky Village been paid by TWS from escrow or any other account to any person or entity affiliated with TWS or any other non-affiliated person or entity? If so, please provide a detailed listing of all such costs/expenses paid by category, date paid, amount paid, payee and the account from which TWS made the payment.
- 57. Does TWS plan to have a witness available to testify on its behalf in support of the reasonableness and necessity of each category of cost related to the Smoky Village

project? If so, **for each category of cost**, please identify the witness, when known by TWS, that will be available to provide such testimony at a hearing on this matter.

**The following questions pertain to the proposed project at Maple Green. In responding to the questions, please refer to the letter dated August 10, 2015, from Brad C. Harris, Manager, Land-Based Systems, Tennessee Department of Environment and Conservation, to Roy Denney, P.E., Adenus Group, LLC. For your convenience a copy of this letter is attached hereto.**

58. The letter states (a) that since construction of the project at Maple Green was not commenced within one year of approval, those plans are currently being reevaluated pursuant to TDEC Rule 0400-40-20-.05(1); (b) that the reevaluation of the proposed FWS wetland design at Maple Green will, at a minimum, be subject to the outcome of the appeal/negotiations in Cedar Hill; and (c) that any alternate plans for Maple Green submitted in lieu of the expired FWS wetland system plans would be given prompt consideration to their approval.
- i. Please confirm that TDEC's approval of the plans for the proposed wetland system at Maple Green has expired.
  - ii. Please confirm that TWS currently does not have TDEC's approval of any plans to commence construction of any treatment facility at Maple Green.
  - iii. If TWS contends that it has current TDEC approval of plans to commence construction of any project at Maple Green, please provide all documentation that TWS contends supports such approval.

**Tennessee Wastewater Systems, Inc.**  
**RFP Cost Estimates**  
**Smoky Village**

Item	Qty	Units	Unit Price	Total
Soil Mapping	2 Acre		700	1,400
				-
Property Acquisition	2 Acre		21000	51,000
				-
Easements	1 Eacj		1500	1,500
				-
Drip Field	9000 Ft		3.5	31,500
				-
Field Lines	1200 Ft		15	18,000
				-
				-
				-
<b>Total Materials</b>				<b>103,400</b>
				-
				-
Fencing	1200 FT		17	20,400
				-
Project Management				14,350
<b>Total Construction</b>				<b>138,150</b>
Engineering	120 Hours		100	12,000
CAI	80 Hours		100	8,000
Bonding	2%			2,763
Construction Contingency	10%			13,815
<b>Total Project Estimated Cost</b>				<b>174,728</b>

Kevin Davis  
434 Sandpiper Lane  
Bean Station, TN 37708

# Invoice

Invoice Number: 10028  
Issue Date: 05/28/2013  
Due Date: 05/29/2013

Bob Pickney  
Adenus  
849 Aviation Parkway  
Smyrna, TN 37167

OB

Qty	Item	Description	Unit Price	Total
1	WPC Soil Map	WPC Soil Map for 2 acre tract for Smoky Village Subdivision in Sevier Co., TN (\$400/acre) Boundary Survey (\$500)	\$1,300.00	\$1,300.00
			Subtotal	\$1,300.00
			Total Amt	\$1,300.00
			Balance Due	\$1,300.00

Please contact us for more information about payment options.

Thank you for your business.

OK  
TNW  
ESW  
(2)

## ATTACHMENT 82.M. SMOKY VILLAGE REAL ESTATE DATA

826(m)

State of Tennessee  Comptroller of the Treasury  
**Real Estate Assessment Data**

Home About New Search Return to List

County Number: 078

County Name: SEVIER

Tax Year: 2015

**Property Owner and Mailing Address**

Jan 1 Owner:  
 PICKNEY ROBERT J  
 307 PATTON DRIVE  
 MT JULIET, TN 37122

**Property Location**

Address: HARDIN RD

Map: 004 Grp: Ctrl Map: 004 Parcel: 090.10 Pl: S4: 000

**Value Information**

Reappraisal Year: 2011

Land Mkt Value: \$26,800  
 Improvement Value: \$0  
 Total Market Appraisal: \$26,800  
 Assessment %: 25  
 Assessment: \$6,700

**General Information**

Class:	00 - RESIDENTIAL		
City #:	000	City:	
SSD1:	000	SSD2:	000
District:	12	Mkt Area:	A01
# Bldgs:	0	# Mobile Homes:	0
Utilities - Water:	1 - PUBLIC	Utilities - Sewer:	3 - INDIVIDUAL
Utilities - Elec:	1 - PUBLIC	Utilities - Gas:	0 - NONE
Utilities - Gas Type:	-	Zoning:	A-1

**Subdivision Data**

Subdivision:  
 Plat Bk: Plat Pg: Block: Lot:

**Additional Description****Building Information****Extra Features****Sale Information**

Sale Date	Price	Book	Page	Vac/Imp	Type Instrument	Qualification
03/15/2013	\$0	4078	766			
03/14/2013	\$41,000	4078	766	VACANT	WA	Q
11/01/1996	\$20,500	584	60	VACANT	WA	Q
10/04/1993	\$15,000	507	128	VACANT	WA	Q

**Land Information**

Deed Acres: 2.00      Calc Acres: 0.00      Total Land Units: 2.00  
Land Type: 03 - SMALL TRACT      Soil Class:      Units: 2.00

[Key Search](#)[View GIS Map for this Parcel](#)[Glossary of Terms](#)[Division of Property Assessments  
Home Page](#)[How to Search](#)[Comptroller of the Treasury  
Home Page](#)[Fact Sheet](#)[State of Tennessee  
Home Page](#)

Prepared By: Robert Pickney  
307 Patton Drive  
Mt. Juliet TN 37122

GENERAL WARRANTY DEED

Map 4 Parcel 90.10

Send Tax Bill to: Robert J. Pickney  
307 Patton Drive  
Mt. Juliet TN 37122

The actual consideration for this transfer, or value of the property transferred, whichever is greater, is \$41,000.

Robert Pickney

Subscribed and sworn to before me, this 14 day of March, 2013

Notary Public  
My Commission Expires 9/29/15

BK/PG: 4078/766-767  
13011684

2 PGS : WARRANTY DEED	
03/16/2013 - 01:52 PM	
CYNDI BATCH: 245425	VALUE 41000.00
MORTGAGE TAX	0.00
TRANSFER TAX	151.70
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	164.70

STATE OF TENNESSEE, SEVIER COUNTY  
SHERRY ROBERTSON HUSKEY  
REGISTER OF DEEDS

THIS DEED made and entered into this the 14<sup>th</sup> day of March, 2013, by and between

James W. Ramsey, (WIDOWER), Jerry D. Ramsey and wife, Marie L. Ramsey,  
Known hereinafter as First Party (Grantor), and

Robert J. Pickney,

Known hereinafter as Second Party (Grantee)

WITNESSETH

That for and in consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION in had paid, the receipt of which is hereby acknowledged.

The First Party had granted, bargained, sold and conveyed and hereby does grant, bargain, sell and convey unto the Second Party, the following Described premises, to-wit:

SITUATED in the Twelfth (12<sup>th</sup>) Civil District of Sevier County, Tennessee and being more particularly described as follows:

Beginning at a point in the edge of a 25 feet non-exclusive joint right of way being approximately 741.15 feet from the intersection of the right of way and Hardin Road being the POINT OF BEGINNING thence with the line of the 25 foot right-of-way north 52 deg. 27 min. 26 sec. west 213.89 feet to an iron rod being a common corner to Lot 2 and Lot 1: thence leaving the 25 foot right of way and with the line of Lot 2 north 37 deg. 32 min. 34 sec. east 150.00 feet to an iron rod; thence north 20 deg. 03 min 07 sec. east 143.67 feet to an iron rod in the line of property of Fred Farmer; thence leaving the line of Lot 2 and with the line of Fred E. Farmer south 86 deg. 43 min. 09 sec. east 313.14 feet to an iron rod in the line of Shirley E. Smith; thence leaving the line of Fred E. Farmer and with the line of Shirley E. Smith south 37 deg 45 min. 26 sec. west 463.32 feet to an iron rod in the line of a 25 foot right of way being the POINT OF BEGINNING containing 2.0031 acres more or less according to the survey of Ronnie L. Sims dated June 18, 1996.

Prepared By: Robert Pickney  
307 Patton Drive  
Mt. Juliet TN37122

**CONVEYED HERewith** is a 25 foot non-exclusive joint use of right of way being more particularly described in Warranty Deed 507, page 128 in the Register's office for Sevier County, Tennessee.

**ALL** property owners along said right of way, their heirs, successors and assigned agree to be proportionately responsible for the maintenance of the right of way, not inconsistent with ingress and egress of said right of way.

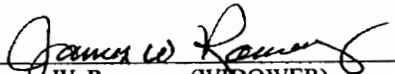
**GRANTEE** shall have the right to run utilities in the said right of way, not inconsistent with ingress and egress of said right of way.

**BEING** the same property conveyed to James W. Ramsey and wife Janice O. Ramsey, Jerry D. Ramsey and wife, Marie L. Ramsey by Raymond Snow and wife Renee Snow in Warranty Deed Book D584 Page 60 in the Register's Office for Sevier County, Tennessee.

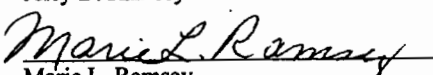
**TO HAVE AND TO HOLD** the said premises to the said Second Party their heirs and assigns, forever.

And the said First party for the Grantor and for Grantor's Heirs, Executors and Administrators hereby covenants with the Second Party, their heirs and assigns, that First Party is lawfully seized in fee simple of the premises above conveyed, has full power, right and authority to convey the same, that said premises are free from all encumbrances, except as stated hereinabove, and that First Party will forever warrant and defend the said premises and title thereto against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, First Party has hereunto set Grantor's hands, this day and year first hereinabove written.

  
James W. Ramsey - (WIDOWER)

  
Jerry D. Ramsey

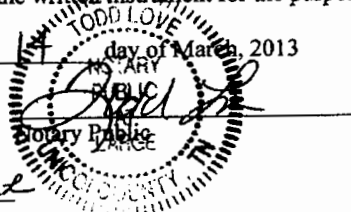
  
Marie L. Ramsey

Note: Janice Ramsey deceased March 2, 2013.

STATE OF TENNESSEE  
COUNTY OF Union

Personally appeared before me, the undersigned, a Notary Public, James W. Ramsey, Jerry D. Ramsey and Marie L. Ramsey, with whom I am personally acquainted, and who acknowledged that they executed the written instrument for the purposes therein contained.

Witness my hand, at office, this 14 day of March, 2013



My Commission Expires 9/29/15

STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF WATER RESOURCES  
William R. Snodgrass - Tennessee Tower  
312 Rosa L. Parks Avenue, 11<sup>th</sup> Floor  
Nashville, Tennessee 37243-1102

August 10, 2015

Mr. Roy Denney, P.E.  
Adenus Group, LLC  
e-copy: roy.denney@adenus.com  
849 Aviation Pkwy.  
Smyrna, TN 37167

Subject: **Robertson County**  
**Wastewater Project Number: 14-0471**  
**Project: Maple Green Reclamation Facility, SOP-01028**

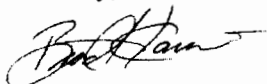
Mr. Denney:

The Tennessee Department of Environment and Conservation, Division of Water Resources, acknowledges the receipt of your email requesting an extension of the construction plans approval for Project 14-0471 (Maple Green) on July 29, 2015. The plans for Project 14-0471 consists primarily of two Free Water Surface (FWS) wetland cells which were proposed as an alternative treatment technology for a failed lagoon.

Rule 0400-40-02-.05(1) states in part "If construction has not commenced in accordance with approved plans and specifications within one year from the date of approval of said plans and specifications, the approval shall be subject to re-evaluation and may be declared null and void." The plans for Project 14-0471 were approved on July 24, 2014, and construction of the project has not commenced; therefore, the plans are currently being re-evaluated.

As you are aware, the matter of the division's denial of a similar FWS wetland design proposal for Cedar Hill is being considered through the appeal process. The FWS wetland design for Maple Green will, at a minimum, be subject to the outcome of the Cedar Hill appeal and/or associated negotiations. If you would prefer to submit alternate plans for the treatment facility at Maple Green, the division will give prompt consideration to their approval. If you have any additional questions pertaining to the division's re-evaluation of the expired FWS wetland system plans for Maple Green please do not hesitate to contact Mr. Bob O'Dette at [Robert.Odette@tn.gov](mailto:Robert.Odette@tn.gov) or you may reach him by phone at (615) 253-5319. The division looks forward to working with you toward a suitable resolution at both the Cedar Hill and Maple Green wastewater treatment facilities.

Sincerely,



Brad C. Harris, P.E.  
Manager, Land-Based Systems

cc: Land-Based Systems File  
Ms. Ann M. Morbitt, Unit Manager, TDEC Division of Water Resources, [Ann.Morbitt@tn.gov](mailto:Ann.Morbitt@tn.gov)