



Henry Walker  
Direct: 615.252.2363  
Fax: 615.252.6363  
hwalker@babco.com

September 20, 2016

**VIA HAND DELIVERY**

Ms. Sharla Dillon, Docket Manager  
Tennessee Regulatory Authority  
460 James Robertson Pkwy.  
Nashville, TN 37243

Re: Docket No. 16-00069

Dear Ms. Dillon:

Please accept for filing the attached responses to the Staff Data Requests dated July 22, 2016.

Respectfully submitted,

**BRADLEY ARANT BOULT CUMMINGS LLP**

By:

Henry Walker

A handwritten signature in dark ink, appearing to read "H. Walker", written over the printed name "Henry Walker". The signature is fluid and cursive.

HW/dbi  
Enclosures

# TENNESSEE REGULATORY AUTHORITY



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

July 22, 2016

Henry Walker  
Bradley Arant Bolt Cummings, LLP  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203

RE: Docket No. 16-00069 – Joint Petition of Cumberland Basin Wastewater Systems, LLC and Integrated Resource Management, Inc. d/b/a IRM Utility, Inc. to Transfer Certificate

Dear Mr. Walker:

Please provide the information as outlined on the attached Data Request. 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 must be provided to the Docket Manager and electronic responses, if filed, must be in .pdf format.

All information should be provided no later than 2 PM, Friday August 5, 2016. Should you have questions regarding the attached request, please contact Patsy Fulton at 615-770-6887.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. M. Foster".

David Foster  
Chief, Utilities Division

Attachment (1)

September 16, 2016

Mr. David Foster

Utilities Division

Tennessee Regulatory Authority

502 Deaderick Street, 4<sup>th</sup> Floor

Nashville, TN 37243

RE: Docket No. 16-00069 – Joint Petition of Cumberland Basin Wastewater Systems, LLC and Integrated Resource Management, Inc. d/b/a IRM Utility, Inc. to Transfer Certificate

Dear Mr. Foster:

1. Cumberland Basin's 2015 Annual Report provided a statement that the Developer of **The Bluffs** will not convey title to Cumberland Basin for the wastewater utility. Explain why and what the plan is to retrieve the deed from the Developer. Is there a plan in place to retrieve the deed to the property?

**Response:** The Developer of the project defaulted resulting in the Financial Institution acquiring ownership. The Development was purchased by a Second Financial Institution which then sold the Lots (including Tract A, the Wastewater Treatment and Drip Fields) on the Court House Steps. The Purchaser does not desire to deed Tract A to CBWS but understands the easements and Tract A are dedicated to the collection, treatment, and disposal of wastewater. See Attachment A enclosed Plat of **The Bluffs** for location of easements and Tract A.

2. Provide a copy of all recorded easements for the property of the wastewater system for **The Bluffs** that has been signed over to the Utility, Cumberland Basin Wastewater Systems, LLC.

**Response:** See Attachment A enclosed Plat of the **The Bluffs** for location of easements and Tract A.

3. Provide the name and address of the Property Owner(s)/Developers/Contractors of Genesis Villages Estates Subdivision ("GVES").

**Response:** Genesis Village Estates Townhomes, LLC,  
Mr. David Bryan, Registered Agent  
10531 McMinnville Highway  
Morrison, Tennessee 35357

Gary Emery  
4955 Genesis Road  
Crossville, Tennessee 38571

4. Provide a certified copy of the current easements for the wastewater system at GVES, showing the transfer of the easements from IRM to Cumberland Basin.

**Response:** See Attachment B enclosed **Plat of the Genesis Village** for location of easements for collection, treatment and disposal of wastewater.

5. Please provide a copy of the performance Letter of Credit or bond that GVET will be furnishing to the Utility to insure build-out/completion of the wastewater system.

**Response:** See Attachment C for Dispersal Agreement for funds from the Construction Account.

6. Provide a copy of the contract(s) between Genesis Village Estates Townhomes, LLC ("GVET" Or "Developer"), the "Builder" of the wastewater system and Cumberland Basin Wastewater Systems, LLC ("CBWS" or "Utility").

**Response:** See Attachment D for Agreement.

7. Provide copies of any other contracts that the Utility has consummated with any other parties concerning the construction of the wastewater system that will provide, identify and explain the following:

1. Statement guaranteeing that the land/property that the wastewater treatment and collection system resides on will be deeded to the Utility within 30 days of the wastewater system being accepted by Utility and Developer. This should state the map and parcel number, address and the number of acres included.

**Response:** Easements will be per Attachment B in lieu of Deeds.

2. The easements that will be issued to the Utility that will be required to connect each lot to the wastewater system.

**Response:** See Attachment B.

3. Contract amount Developer will pay for the wastewater system to be installed.  
(Treatment and Collection)

**Response:** A Construction Account to be established in the amount of \$387,000.00 payable to the Contractor, W&O Construction. Additional costs are Itemized in #1.1 Below and Totals \$1,263,086.00

4. Market value of property site being transferred (property tax information)

**Response:** \$22,586.00



5. Amount negotiated for “unsold lots” to be paid by Developer till Genesis Estates Subdivision has completely sold all 100 lots (number of lots included in original petition for CCN, Docket No. 11-00081).

**Response:** \$100.00 per Lot

6. Total Number houses/condos to be built/number of connections to the wastewater system.

**Response:** 71 Units

8. Explain in detail the type of system that will be built?

**Response:** Bioclere Contact Treatment Plant and Drip Field Disposal

9. Provide a copy of the application provided to TDEC to transfer the TDEC permit from IRM, Inc. to Cumberland Basin, Inc. inclusive of engineering designs.

**Response:** See Attachment E for Application and Attachment F for Bioclere Plans.

10. Provide date or number of days after CCN and TDEC approval that the wastewater system will be complete.

**Response:** 120 Days

11. Provide a breakdown from the “Builder” or GVET of the dollar (\$) amounts for each of the following included in the building of the wastewater system. This can also be in the form of an itemized costs makeup for building of the system. Please make sure the amounts below totals/coincides with #6 above.

Land owned or leased \$22,586.00

STEG tanks \$603,500.00

Pump Station and associated components \$5,000.00

Telemetry systems \$20,000.00

Effluent collection pipe \$70,000

Treatment system (separate components where feasible e.g. drip lines, Advantex filter system, etc.)

+ Any other components

Bioclere Contact Treatment Equipment \$150,000

Arkl Filter \$5,000.00

W&O Installation of Treatment Plant Equipment and Furnish and Install Drip Field

Material Total \$387,000.00.

12. Provide a copy of a contract with a certified wastewater system operator that includes a list of duties and the terms of compensation. If the wastewater operator’s duties will be performed by a Cumberland Basin employee, provide a copy of the employee’s wastewater operator certification.

**Response:** See Attachment G.

13. Understanding that there are already residents living in homes that have been built, will the Utility be taking over the wastewater treatment and collection as it exists today prior to the wastewater system being completed?

**Response:** CBWS, LLC will immediately apply for a Pump And Haul Permit in accordance with TDEC Requirements. Cost will be paid by GVES.

14. What will be the design flow of the system?

**Response:** 30,000 gpd

15. How many homes have been built to date at GEVS and how many have been sold and are occupied?

**Response:** 17 Built and 17 Sold.

16. The letter provided with the Petition and accepted by David Bryan, Partner at GVET states that the treatment facilities shall have the capacity to serve the entire anticipated population of the subdivision; however, it does not state how many lots. The population in Docket 11-00081 covered 100 platted lots/homes. Is the capacity in this docket to serve 100 platted lots/homes? If not, please explain.

**Response:** 100 Lots

17. Provide a copy of the Operation and Maintenance Procedures required by the TRA 1220-4-13-06.(2).

Response: See Attachment H.

18. Provide a current tariff for GVES inclusive of rates, products and services.

**Response:** CBWS, LLC accepts rate approved for IRM upon Transfer of CNN with Access Fee increased to \$100.00 per #5 Above. See Attachment I.

19. Provide a 5 year build-out of revenues with anticipated number of houses built by month to completion. Identify all sources of revenues, (from Developer and/or Customers) and itemize all individual budgeted expenses including but not limited to:

- Power costs based on local power rates.
- Certified Operator maintenance costs.
- Routine maintenance parts and supplies.
- Testing/inspection maintenance expenses, sampling frequency.
- List of Cumberland Basin employees by title, duties performed and estimated annual compensation.
- Administrative Expense (office materials and supplies).
- Management Expenses
- Telephone Expense
- Legal Expenses
- Insurance Expense
- Accounting Expense
- Billing Expenses
- Regulatory Fees
- TDEC Permitting Fees

- Taxes
- Provide the annual disposal cost for sludge based on a documented pumping frequency and local disposal costs. Understanding that Genesis has been pumping and hauling since the first sewer connection, you may provide the actual costs that the developer has experienced as the pro-forma costs, giving the beginning dates included and the number of houses by month. This will only be if Cumberland Basin intends to take over the pump and haul treatment until the system is built.

**Response: CBWS, LLC will immediately apply for a Pump And Haul Permit in accordance with TDEC Requirements. All Cost will be paid by GVES.**

Please follow similar schedules to IRM E, schedules 1-4 in Docket 11-00081 (the approved CCN that is being transferred), using excel format, inclusive of the proposed rates provided in the tariff in No. 19 above.

**Response:** CBWS has reviewed the Assumption Basis For Cost Estimates previously submitted by IRM Attachment J enclosed and consulted with our Accountant WHN Consulting. We find the Information to be a reasonable projection.

20. Provide a copy of the Contract or Settlement Agreement signed by both parties between IRM and the Developer, whereby IRM is giving up its rights as the holder of the CCN for Genesis Village endorsed by the holder of the CCN, IRM, Inc.

**Response:** Settlement is Confidential but Court Order of Dismissal with Prejudice is Attachment K enclosed..

21. Provide pre-filed testimony which provides, identifies and/or explains:

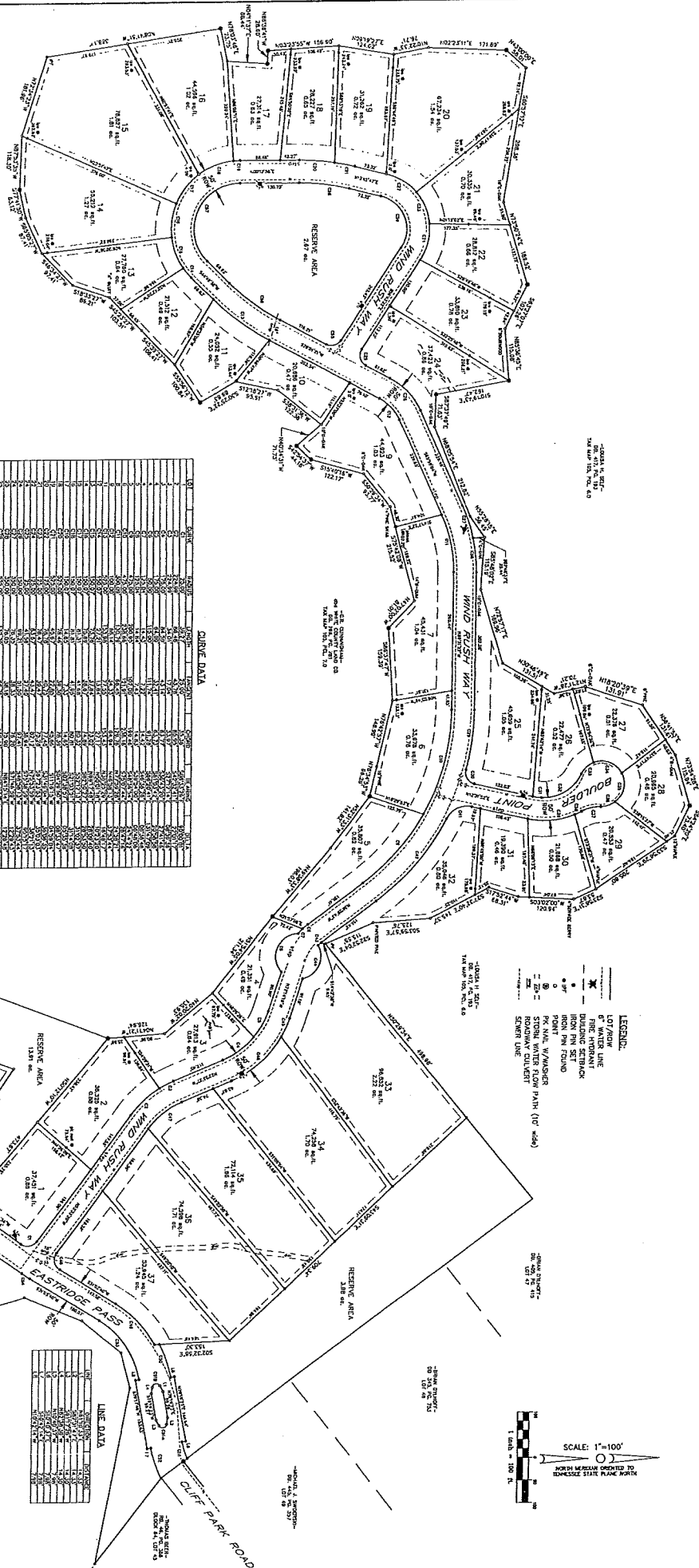
- a. Public need for the wastewater system;
- b. Technical, managerial, and financial expertise ability and why;
- c. Services to be provided;
- d. The design capacity of the system in GPD;
- e. A breakdown of Contributions in Aid of Construction (land and wastewater treatment plant);

See Attachment L.

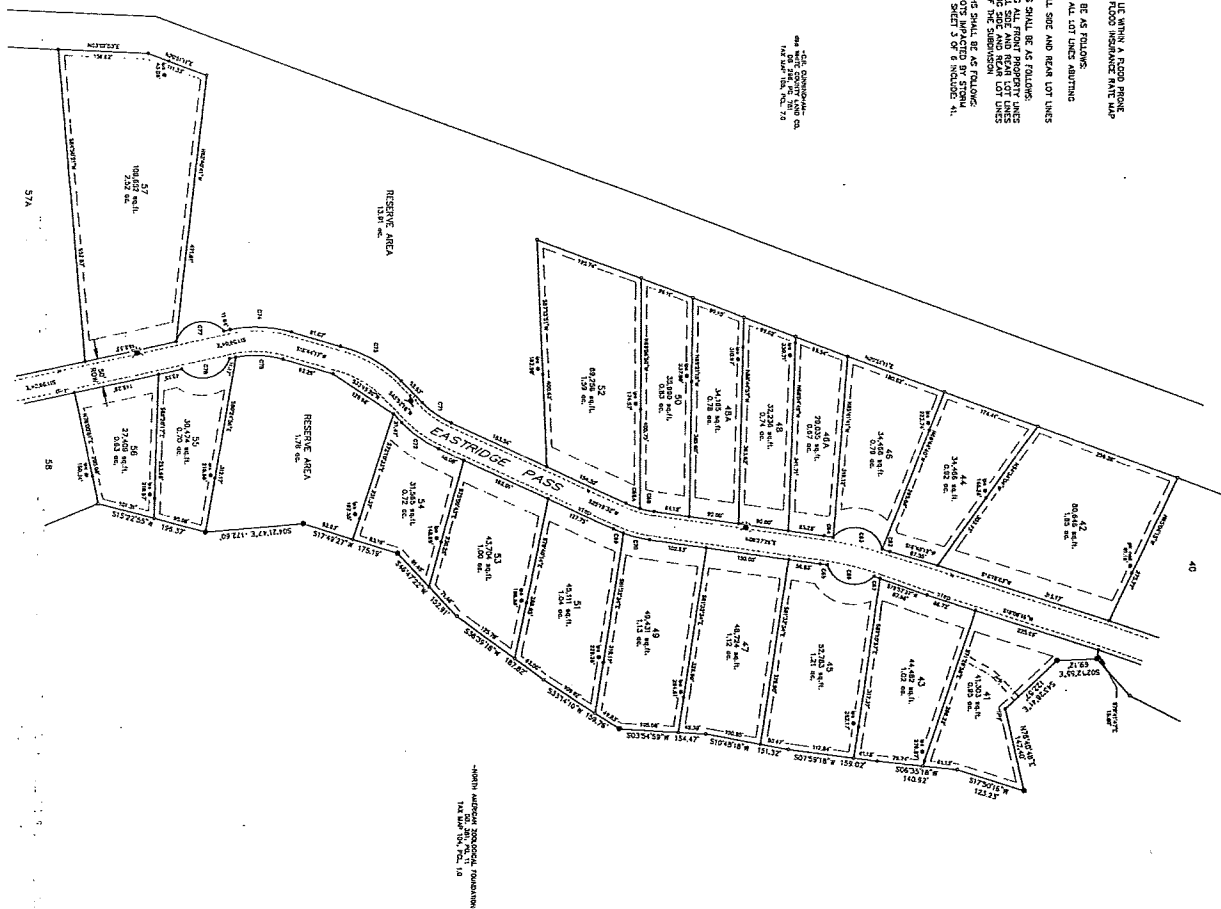
# **Attachment A**

## **Bluff Plat**



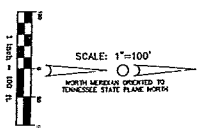


1. **NOTES:**  
THIS PROPERTY DOES NOT LIE WITHIN A FLOOD PRONE AREA AS DETERMINED BY THE FLOOD INSURANCE RATE MAP NUMBER 1704003500.
2. **BUILDING SETBACKS** SHALL BE AS FOLLOWS:  
-BATTERY (25) FEET ALONG ALL LOT LINES ADJOINING LOCAL STREETS  
-10' (10) FEET ALONG ALL SIDE AND REAR LOT LINES.
3. **PUBLIC UTILITY SETBACKS** SHALL BE AS FOLLOWS:  
-TWELVE (12) FEET ALONG ALL FRONT PROPERTY LINES  
-5' (5) FEET ALONG ALL SIDE AND REAR LOT LINES  
-10' (10) FEET ALONG ALL SIDE AND REAR LOT LINES  
-10' (10) FEET ALONG ALL SIDE AND REAR LOT LINES  
-10' (10) FEET ALONG ALL SIDE AND REAR LOT LINES
4. **STORM WATER DRAIN PANS** SHALL BE AS FOLLOWS:  
-STORM WATER DRAIN PANS SHALL BE LOCATED WITHIN 10' (10) FEET OF THE FRONT PROPERTY LINE  
-WATER FLOW PANS ON SHEET 3 OF 6 INCLUDED.

A large, detailed drawing of a book cover. The cover is decorated with a repeating geometric pattern of small squares and diamonds, creating a textured, woven appearance. The pattern is rendered in a dark, possibly black or dark brown, ink or paint. The overall shape of the book is rectangular, with a visible spine on the left side. The drawing is oriented vertically, matching the text on the left.

LEGEND:

LOT/ROW  
B WATER LINE  
FIRE HYDRANT  
BUILDING SETBACK  
IRON PIN SET  
IRON PIN FOUND  
POINT  
PK NAIL W/ WASTER  
STORM WATER FLOW PATH (10' width)  
ROADWAY CURVEFT  
SEWER LINE



DEED BOOK 368, PAGE 321  
TAX MAP 105, PARCEL 7.01

SHEET 3 OF 6

[illegible]





[illegible]

WATER RECLAMATION ZONE  
6.5+ ACRES

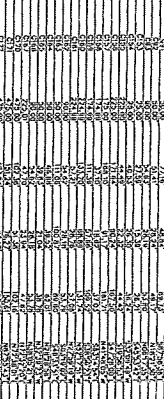
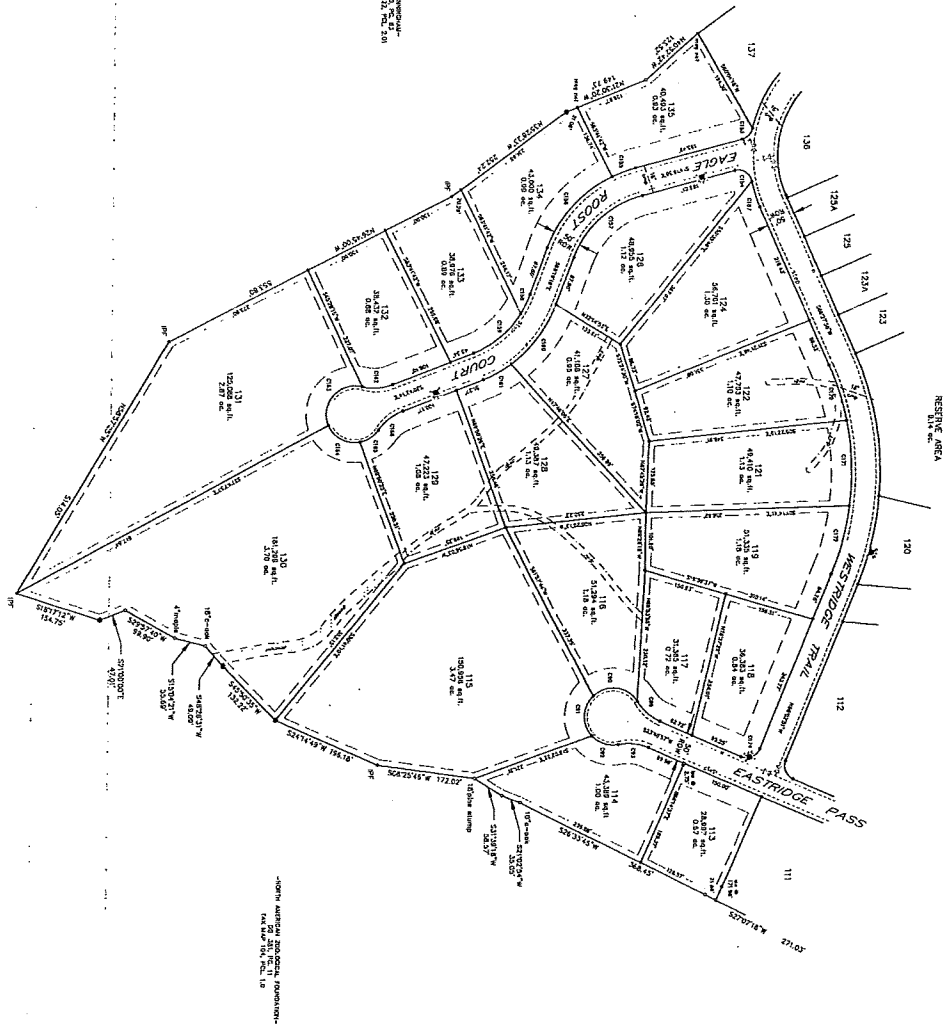
UNCLASSIFIED

AMERICAN ZOOLOGICAL FOUNDATION  
80, 241, PG. 11  
TAX MAP 104, POL. 1,0

SHEET 5 OF

[illegible]

- [illegible]



1 inch = 100 ft

SCALE: 1"=100'

NORTH MERIDIAN ORIENTED TO  
TENNESSEE STATE PLANE NORTH

**LEGEND:**

LOT ROW  
6 WATER LINE  
PFR HYDRANT  
BUILDING SETBACK  
IRON PIN SET  
IRON PIN FOUND

● P  
○ POINT

PX NAIL W/WASHER  
DRAINAGE EXISTENT (20' w/dn)  
STORM WATER FLOW PATH (10' w/dn)  
NOVEMBER ELEVATOR  
SEWER LINE

Samuel Morris, Defendant  
Petition County  
Inventories 91 100000  
Date of 1983  
Mar 61 19.00  
Mar 61 8.00  
12/18/1975 45 9.15 AM  
Clerk 2.00  
2.00  
17.00  
Total  
Page 4GB-4GB

SHEET 6 OF 6

[illegible]

# **Attachment B**

## **Genesis Plat**

- SITE NOTES:**
1. THE CONTRACTOR SHALL LOCATE AND PROTECT ALL CULVERTS WITH THE BEST MANAGEMENT PRACTICE (BMP) AS SHOWN ON THE DRAWING.
  2. INSTALL A CHECK DAM IN DITCH LINE AT EVERY POINT OF CHANGE IN ELEVATION OF TWO (2) VERTICAL FEET.
  3. "WATERS OF THE STATE" SHALL BE PROTECTED AGAINST SEDIMENT FROM ENTERING THE STREAM CHANNEL BY INSTALLING SILT FENCE AS NEEDED AT PROPER LOCATIONS.
  4. SURVEY PROVIDED BY DAVID H. BRAGLEY - LAND SURVEYING COMPANY.

1. UNLESS OTHERWISE INDICATED, ALL VEGETATIVE AND STRUCTURAL EROSION AND SEDIMENT CONTROL PRACTICES WILL BE CONSTRUCTED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE TENNESSEE EROSION AND SEDIMENT CONTROL MANUAL.
2. THE LOCAL EAG OFFICE MUST BE NOTIFIED ONE WEEK PRIOR TO THE PRE-CONSTRUCTION CONFERENCE, ONE WEEK PRIOR TO THE COMMENCEMENT OF LAND DISTURBING ACTIVITY, AND ONE WEEK PRIOR TO THE FINAL INSPECTION.
3. ALL EROSION AND SEDIMENT CONTROL STRUCTURES ARE TO BE PLACED PRIOR TO OR AS THE FIRST STEP IN CLEARING.
4. A COPY OF THE APPROVED EROSION AND SEDIMENT CONTROL PLAN SHALL BE MAINTAINED ON THE SITE AT ALL TIMES.
5. THE CONTRACTOR SHALL SUBMIT A SUPPLEMENTAL EROSION CONTROL PLAN TO THE EAG OFFICE FOR REVIEW AND APPROVAL BY THE LOCAL EAG OFFICE PRIOR TO PERFORMING ANY WORK NOT SHOWN ON THE PLAN.
6. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ADDITIONAL EROSION CONTROL STRUCTURES AS NECESSARY TO PREVENT EROSION AND SEDIMENTATION AS DETERMINED BY THE LOCAL EAG OFFICE.
7. ALL DISTURBED AREAS ARE TO DRAIN TO APPROVED SEDIMENT CONTROL STRUCTURES AND ARE TO BE REVEGETATED AND DISTURBING ACTIVITIES AND DURING SITE DEVELOPMENT UNTIL FINAL STABILIZATION IS ACHIEVED.
8. A CERTIFIED INSPECTOR SHALL INSPECT ALL EROSION CONTROL STRUCTURES TWICE EACH STORM EVENT. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF EROSION AND SEDIMENT CONTROL STRUCTURES SHALL BE MADE IMMEDIATELY THEREAFTER.
9. DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO AN APPROVED FILTERING DENCE.

**PROPOSED  
WWTP**

SEWAGE PUMPING STATION

SEWAGE  
DRAINAGE  
FIELD

SEWAGE  
DRAINAGE  
FIELD

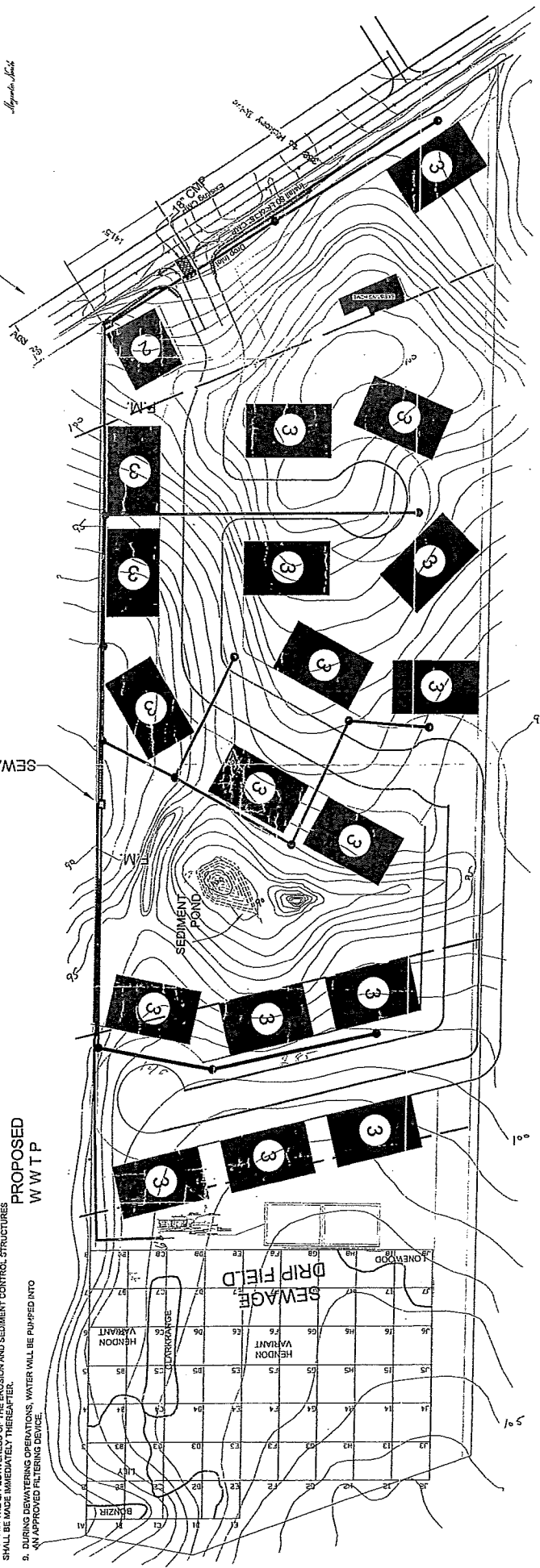
SEWAGE  
DRAINAGE  
FIELD

SEWAGE  
DRAINAGE  
FIELD

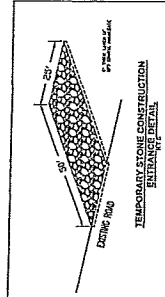
SEWAGE  
DRAINAGE  
FIELD

SEWAGE  
DRAINAGE  
FIELD

- LEGEND**
- SILT FENCE
  - HAY BERM
  - CULVERTS
  - STRAW BALE BARRIER
  - ROCK CHECK DAM
  - ROCK CHECK INLET PROTECTION
  - TEMPORARY STONE
  - CONSTRUCTION ENTRANCE



GENESIS VILLAGE ESTATES PHASE I		EROSION CONTROL PLAN	
SCALE: 1" = 100'	DESIGNED BY: [Signature]	DATE: 31 OCT 07	JOB NO.: R-178
TRACED BY: [Signature]	REVIEWED BY: [Signature]	DATE: 31 OCT 07	JOB NO.: R-178
FOR: PERRY EMBURY, DEVELOPER CROSSVILLE, TENNESSEE	CE DESIGNERS, INC. 1000 W. CUMMINS MEMPHIS, TENNESSEE 38117		
SHEET 1 OF 1		SHEET 1 OF 1	





## Homeland Community Bank

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P.O. Box 7318

37111

900 N. Chancery St.

McMinnville TN 37110

Phone (931) 507-1422

Fax (931) 507-1222

www.homelandcb.com

September 19, 2016

Cumberland Basin Wastewater Systems, LLC  
150 Construction Dr.  
Livingston, TN 38570

Dear Mr. Huddleston,

A line of credit has been set up with Homeland Community Bank in the amount of \$387,000.00 to Genesis Village Estates Townhomes, LLC—David L. Bryan for the purpose of completing the sewer system at the Genesis Village project in Crossville, Tennessee.

If you have any questions or need further information, you may contact me at 931-507-1422.

Sincerely,

Ray Talbert  
President & CEO  
Homeland Community Bank

# **Attachment C**

# **Dispersal Agreement**

# **Attachment D**

## **GVET/CBWS Contract**

## Sanitary Sewer Service Agreement

This Sanitary Sewer Service Agreement (the "Agreement") is made and entered as of this 1st day of July, 2016 by and between **CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC**, a Tennessee limited liability company ("Cumberland") and Genesis Village Estates Townhomes, LLC, a Tennessee limited ("Developer").  
liability company.

### W I T N E S S E T H:

**WHEREAS**, Cumberland has the ability and technology to own and operate a system for the disposal and processing of wastewater in Cumberland County, Tennessee;

**WHEREAS**, Developer plans and intends to develop a residential development community presently known as Genesis Village Estates (the "Development");

**WHEREAS**, Developer has completed the plans for the Development and the same have been approved by the appropriate authorizing entity;

**WHEREAS**, Developer agrees to be responsible for all costs and expenses necessary and related to the installation of a wastewater treatment system, as approved by Cumberland, such being necessary to service properly the Development and to provide for future wastewater disposal in the Development;

**WHEREAS**, Developer has requested Cumberland to commit to serve the Development; and,

**WHEREAS**, Cumberland is willing and able to serve said Development upon the terms, provisions and conditions hereinafter set out, all of which are acceptable to the Developer.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Definitions.** In addition to the terms defined in the text of this Agreement, for purposes hereof, the following terms shall have the meaning ascribed to them below:

(a) "Applicable Laws" means all applicable constitutions, treaties, statutes, rules, regulations, ordinances, orders, directives, codes, judgments, decrees, injunctions, writs and determinations of any governmental or quasi-governmental authority.

(b) "Development" means that certain residential housing development owned and developed by Developer upon the Property and located adjacent and contiguous to the Sewage Facility Land.

(c) "Effective Date" means the date the last of the parties hereto executes this Agreement.

(d) "Event of Force Majeure" means a strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency,



civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other occurrence beyond the reasonable control of the party in question; provided lack of necessary funds shall not be considered an "Event of Force Majeure" for purposes hereof.

(e) "GSPD" means average gallons of sewage per day, calculated on a monthly basis. For example, if a customer of Cumberland released 300 gallons of sewage into the Sewer System in a thirty (30) day month, such customer would have released 10 GSPD during such month.

(f) "Lot" or "Lots" shall mean a portion of the Property, whether developed or undeveloped, intended for development, use and occupancy as a residence, as well as vacant land intended for development as such, all as may be developed and used. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for such parcel on the Plat or the site plan approved by the applicable local governmental entity having jurisdiction, until such time as a certificate of occupancy is issued on all or a portion thereof by the applicable local government entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Lot or Lots as determined above and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this definition.

(g) "Lot Owner" or "Lot Owners" shall mean and refer to one or more persons who hold the record title to any Lot, including, but not limited to the Developer, which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

(h) "Plans and Specifications" shall mean and refer to the plans and specifications for construction, installation and development of the Sewer System, as more particularly described on Exhibit C, attached hereto, which have been approved in writing by Cumberland. The Plans and Specifications shall also be in accordance with requirements of the State of Tennessee and all Applicable Laws.

(i) "Property" shall mean and refer to the real property described on Exhibit A, attached hereto.

(j) "TRA" means the Tennessee Regulatory Authority and any successor thereto.

(k) "Sewage Facility" shall mean and refer to that certain sewage treatment facility constructed by or for the Developer on the Sewage Facility Land which is to be operated by Cumberland upon conveyance to Cumberland by the Developer in accordance with this Agreement.

(l) "Sewage Facility Land" means that land described on Exhibit B upon which the Sewage Facility is located.

(m) "Sewer System" means the Sewage Facility Land, the Sewage Facility more particularly described in the Plans and Specifications, including, but not limited to all lines, pipes, meters, lift stations, equipment, machinery, fixtures, trade fixtures, easements and personal property used in connection with the operation thereof, whether or not located on the Sewage Facility Land or the Property, as the same may be altered, improved, modified, expanded or relocated from time to time.

(n) "Sewer System Construction" means the construction of improvements for the Sewer System necessary to accommodate the Development as more particularly described in the Plans and Specifications.

2. **Sanitary Sewer Service.**

(a) *Dedication.* From and after the date the Sewer System is completed in accordance with the Plans and Specifications agreed upon by Cumberland, and upon the completion or satisfaction by Developer, in Cumberland's sole discretion, of all the other terms and conditions set forth herein, Cumberland shall give written acceptance of the system to the Developer and shall provide sanitary sewer service to the Development.

(b) *Usage.* Lot Owners shall only have the right to discharge sanitary sewage into the Sewer System, and the Lot Owners agree to use the Sewer System in a manner that complies with the "User Manual Do's and Don'ts for Effluent Collection Systems" attached hereto as Exhibit D. If sewer service to the Property is temporarily interrupted due to an Event of Force Majeure, Cumberland shall have no liability to the Developer or any Lot Owner on account of such interruption. In such event of temporary interruption, Cumberland shall use its best efforts to restore sewer service to the Property as quickly as possible. Developer represents and warrants that its contract of sale with each third party purchaser or third party builder of each Lot shall include in it the requirement that such person or entity must enter into a Sewer Service Agreement, in form and substance attached hereto as Exhibit E, by Cumberland.

(c) *Acceptance by Cumberland.* Upon completion by the Developer of all of Cumberland's requirements set forth herein, Cumberland hereby agrees to and will accept contribution of the system as an expansion and improvement of its sewage disposal facilities. Cumberland shall be under no obligations to furnish sewer service for the Development until the Developer has fully and satisfactorily performed under and pursuant to this Agreement.

3. **Permits.** Cumberland shall obtain, at the Developer's sole cost and expense, all permits, licenses and other approvals necessary to allow Cumberland to deposit the applicable GSPD into the Sewer System, including, but not limited to, any regulatory approvals that must be obtained from the TRA or any other governmental or quasi-governmental authority. All costs incurred in legal and accounting fees plus \$5,000.00 shall be paid to Cumberland.

4. **Sewer System Construction.**

(a) *Installation.* At its own expense and at no cost or expense to Cumberland, Developer shall furnish, install, lay and construct all of the Sewer System as required by Cumberland to be installed to serve the Development, including labor and material. The construction and installation of the Sewer System improvements shall be in strict accordance with the Plans and Specifications as approved by Cumberland. Cumberland shall inspect the construction of the improvements upon intervals determined by Cumberland. All Sewer System improvements shall be located as approved by Cumberland.

(b) *Development Responsibility.* Developer agrees to install the Sewer System as part of its initial development of the Property and the Development. Developer shall (i) cause the Sewer System to be completed in strict accordance with the Plans and Specifications, including the service connection for all sewers to the property line of each Lot, (ii) cause the Sewer System to be constructed in a good and workmanlike manner and in compliance with all Applicable Laws (iii) ensure that the Sewer System will be able to receive and properly treat the required amount of GSPD after completion of the Sewer System. Developer understands and agrees that no third party shall obtain any

benefits or rights under this Agreement with respect to sewer privileges, and no connection shall be made to any other customer site until all necessary arrangements have been made in accordance with Cumberland's Wastewater System Specifications.

(c) *Delegation by Developer.* Developer must install watertight tanks and service connection lines within Lots in accordance with the Plans and Specifications, at Developer's expense. Should Developer authorize a Lot Owner or third party builder to construct such watertight tanks and service connection lines within any Lot, Developer represents and warrants that it will require such person or entity to comply with the Plans and Specifications and bear all expense of compliance and insure that the installation work is performed by a certified installer.

(d) *Wastewater System Performance Bonds.* The Developer will post all bonding required by Cumberland for wastewater treatment and disposal systems.

(e) *No Liens.* Developer shall complete the development and construction of the Sewer System in accordance with the Plans and Specifications and the Sewer System shall be free of any laborers', materialmen's, mechanics', or other liens on any part of the Sewage Facility Land or the Sewer System and Developer shall not permit any such lien to be filed or otherwise imposed on any part of the Sewage Facility. In the event any such lien is filed against the Sewage Facility the Sewage Facility Land, or the System, Developer shall promptly cause such lien to be discharged or in lieu thereof file a bond or other security for the payment of such lien in form and amount satisfactory to Cumberland.

5. **Conveyance and Transfer** Upon completion, Developer shall:

(a) convey by special warranty deed (the "Deed"), in the form attached hereto as Exhibit F, the Sewage Facility Land to Cumberland;

(b) provide Cumberland with an owner's policy of title insurance issued by a nationally recognized title company showing the status of title to the Sewage Facility Land as free and clear of all material or interfering encumbrances (determined in Cumberland's sole discretion), including, but not limited to, any monetary liens, in the name of Cumberland for the full amount of the construction of the Sewage Facility and the value of the Sewage Facility Land (the "Title Policy");

(c) provide Cumberland with a survey of the Sewage Facility Land prepared by a surveyor or engineer licensed in the State of Tennessee sufficient to allow the title company to eliminate the standard printed exceptions in the owner's title policy pertaining to discrepancies in the area or boundary lines, encroachments, overlaps, improvements, or similar matters (the "Survey"), which Survey shall be certified to Cumberland and the title company;

(d) convey by bill of sale to Cumberland any personal property related to the Sewer System, in the form attached hereto as Exhibit G (the "Bill of Sale");

(e) provide Cumberland with "as-built" plans for the Sewer System;

(f) grant Cumberland a non-exclusive sewer line easement, in the form attached hereto as Exhibit H, across those portions of the Property lying within five (5) feet of either side of the sewer line within the Property.

All costs, fees and expenses related to the foregoing within this Section 5 shall be the sole responsibility of Developer, including, without limitation, recording fees, transfer taxes, title premiums, title endorsement charges and survey costs.

6. **Developer Warranty.** The Developer hereby warrants all Sewer System improvements installed pursuant to the provisions of this Agreement against defects in workmanship and materials for a period of one (1) year from the date of acceptance thereof in writing by Cumberland. The Developer shall reimburse Cumberland upon demand for all costs and expenses incurred by Cumberland to repair all breaks, leaks or defects of any type whatsoever arising from any cause whatsoever occurring within one (1) year from the date the Sewer System improvements are accepted in writing by Cumberland. The Developer hereby warrants that the Sewer System improvements shall be paid for in full and that no liens or encumbrances shall remain in regard to the Sewer System improvements.

7. **Representations and Warranties.**

(a) Cumberland represents, warrants and covenants to Developer that:

(i) (A) Cumberland is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Tennessee and is duly qualified to transact business in the State of Tennessee, (B) Cumberland has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder, (C) the execution, delivery and performance of this Agreement by Cumberland does not conflict with or result in a violation of its organizational documents or Applicable Laws, and (D) the execution, delivery and performance of this Agreement by Cumberland does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Cumberland is bound; and

(ii) (A) Cumberland has not received notice of any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse affect upon its ability to fulfill all of its obligations under this Agreement, and (B) the execution, delivery and performance of this Agreement by Cumberland will not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court or governmental instrumentality; and

(iii) Cumberland is not a party to any voluntary or involuntary proceedings under any law relating to insolvency, bankruptcy, moratorium or creditors' rights.

(b) Developer represents, warrants and covenants to the Cumberland that:

(i) Developer is a LLC duly organized and validly existing and in good standing under the laws of the State of Tennessee and is duly qualified to transact business in the State of Tennessee, (B) Developer has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder, without the consent or approval of any governmental authority, (C) the execution, delivery and performance of this Agreement by Developer does not conflict with or result in a violation of its organizational documents or Applicable Laws, and (D) the execution, delivery and performance

of this Agreement by Developer does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Developer is bound; and

(ii) (A) Developer has not received notice of any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse affect upon its ability to fulfill all of its obligations under this Agreement, and (B) the execution, delivery and performance of this Agreement by Developer will not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court or governmental instrumentality; and

(iii) Developer is not a party to any voluntary or involuntary proceedings under any law relating to insolvency, bankruptcy, moratorium or creditors' rights.

8. **Default and Termination.**

(a) Notwithstanding anything to the contrary herein, Cumberland may, at all times prior to the completion of the Sewer System, terminate this Agreement in the event that:

(i) Developer has materially failed to perform or has been negligent in the performance of its construction of the Sewer System pursuant to the terms of this Agreement and in accordance with the Plans and Specifications and has failed to cure said failure or negligence within thirty (30) calendar days after receiving written notice from Cumberland specifying in detail the nature of such failure or negligence; provided if such failure or negligence cannot reasonably be cured within said thirty (30) calendar day period, then Cumberland may not terminate this Agreement if Developer has commenced to cure the failure or negligence within said thirty (30) calendar day period and thereafter prosecutes such cure to completion with reasonably acceptable diligence; or

(ii) Developer has defaulted in the performance of its obligations under this Agreement, including without limitation, payment to Cumberland of the Sewer System Fees as and when required and fail to cure such default within thirty (30) calendar days after notice from Cumberland thereof; or

(iii) A receiver, liquidator, or trustee of Developer shall be appointed by court order, or a petition to liquidate or reorganize Developer shall be filed against Developer under any bankruptcy, reorganization or insolvency law and such order or petition is not vacated or dismissed within sixty (60) calendar days, or Developer shall voluntarily file a petition in bankruptcy or request for reorganization under any provision of the bankruptcy reorganizational insolvency laws unless such petition is dismissed within sixty (60) calendar days after the filing thereof, or if Developer shall make an assignment of all or substantially all of its assets for the benefit of creditors, or if Developer is adjudicated bankrupt.

(b) Developer may terminate this Agreement if, at any time during the term of this Agreement prior to completion of the Sewer System, a receiver, liquidator, or trustee of Cumberland shall be appointed by court order, or a petition to liquidate or reorganize Cumberland shall be filed against Cumberland under any bankruptcy, reorganization or insolvency law and such order or petition is not vacated or dismissed within sixty (60) calendar days, or Cumberland shall voluntarily file a petition in bankruptcy or request for reorganization under any provision of the bankruptcy reorganizational insolvency laws unless such petition is dismissed within sixty (60) calendar days after the filing thereof,

or if Cumberland shall make an assignment of all or substantially all of its assets for the benefit of creditors, or if Cumberland is adjudicated bankrupt.

In the event this Agreement is terminated for any of the above reasons, Cumberland shall be entitled to all fees to be paid pursuant to the terms of this Agreement through the effective date of such termination and there shall thereafter be no further obligation owed by Cumberland to Developer. In the event that this Agreement is terminated prior to the commencement of construction due to economic factors, this Agreement shall be terminated; provided, however, Cumberland shall retain the initial amount paid to Cumberland by Developer as set forth in Section 10 below.

9. **Developer Obligations.**

The Developer shall pay an annual fee of \$ 100 .00 per Lot for each Lot owned that is not attached to the Sewer System. Should the Developer sell a Lot, the Developer agrees to include in the sales contract with the purchaser the requirement to pay to Cumberland an annual fee of \$ 100 .00 to defray the cost of testing and reporting to the State of Tennessee. The fee shall be payable each year by December 15<sup>th</sup> for the owners of record as of December 1. When the Lot Owner attaches to the Sewer System and accepts service with the Sewer System, such Lot Owner shall pay a prorated fee for that year and the fee shall not be charged thereafter so long as the Lot Owner maintains service.

10. **Operation, Maintenance and Improvements.**

(a) Cumberland shall, (i) perform all repairs, maintenance and replacements necessary to keep the Sewer System in a good working order, and (ii) operate the Sewer System in compliance with Applicable Laws, including, but not limited to, all Applicable Laws related to human health, safety and the environment. To the extent reasonably possible, Cumberland shall perform all repairs, maintenance and replacements to the Sewer System in a manner that does not interfere with its ability to provide sewer service to the Property. In the event any repairs, maintenance or replacements to the Sewer System will result in an interruption of sewer service to the Property, Cumberland shall notify Developer thereof and use its best efforts to minimize the interference caused thereby, which efforts shall include, but not be limited to, working with Developer to schedule the repairs, maintenance and replacements so as to avoid or lessen the disruption. Service by Cumberland will be provided in compliance with its established tariff in effect at the Tennessee Regulatory Authority.

(b) Developer further agrees to execute, acknowledge and deliver to Cumberland any and all easements that may be necessary or appropriate as determined by Cumberland for the construction, operation and maintenance of Cumberland's Sewer System, or portion thereof.

11. **Restrictive Covenants.** Developer shall include, within any declaration or other instrument regarding restrictive covenants for the Development, a provision regarding the sewage disposal system set forth herein as drafted by Cumberland, in form and substance as more particularly set forth in Exhibit J, attached hereto.

12. **Water Valve Requirements.** Developer is required to install a water shut off valve with an appropriate valve box in the water line on the customers side of the water meter at each home in the subdivision. If the Developer sells the lot to allow another party to build on the lot, they must insure that the purchaser is notified of the water valve requirements.

13. **Assignment.** Developer shall not have the right to sell, assign, transfer, lease or convey all or a of its rights hereunder without the prior written consent of Cumberland. Cumberland shall have the right to assign all of its rights under this Agreement to any party purchasing the Sewer System so long as such portion party assumes all of Cumberland's obligations hereunder. It is agreed that as used herein, "Developer" shall mean Developer and its respective successors, assigns, transferees and tenants, and "Cumberland" shall mean Cumberland and its respective successors and assigns.

14. **Miscellaneous.**

(a) *Entire Agreement.* This Agreement (i) constitutes the entire agreement and understanding of Developer and Cumberland with respect to the subject matter hereof, and (ii) may be amended only by a written instrument executed by Developer and Cumberland.

(b) *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of Tennessee.

(c) *Successors and Assigns.* This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(d) *No Waiver.* No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any right or remedy accruing upon the breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver by Developer or Cumberland of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

(e) *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be added as a part of this Agreement that is as similar to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(f) *Prior Drafts.* All negotiations, considerations, representations and understandings between Developer and Cumberland are incorporated herein. No inference shall be drawn from the addition, deletion or modification of any language contained in any prior draft of this Agreement.

(g) *Attorneys' Fees.* If any legal proceeding is commenced to (i) enforce the terms of this Agreement or (ii) interpret the provisions contained herein, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party.

(h) *Exhibits.* Cumberland and Developer hereby acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

(i) *Relationship Between the Parties.* This Agreement shall not be deemed or construed to create a partnership or joint venture between Developer and Cumberland or cause Developer or Cumberland to be liable or responsible in any way for the agreements, actions, liabilities, debts or obligations of the other.

(j) *Counterparts.* This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed as original documents and all such counterparts shall together constitute one and the same instrument.



IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

Cumberland

Cumberland Basin Wastewater Systems, LLC,  
a Tennessee limited liability company

By: Tim Huddleston

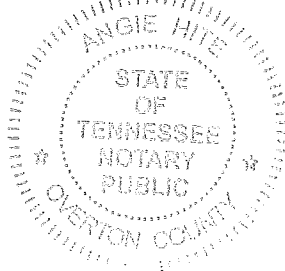
Name: Tim Huddleston

Title: President

STATE OF TENNESSEE  
COUNTY OF Overton

Personally appeared before me, Angie Hite, Notary Public, Tim Huddleston, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Cumberland Basin Wastewater Systems, LLC, the within named bargainor, a Tennessee limited liability company, and is authorized to execute this instrument on behalf of Cumberland Basin Wastewater Systems, LLC.

WITNESS my hand, at office, this 1st day of July, <sup>2016</sup>~~2006~~.



Angie Hite  
Notary Public  
My Commission Expires: 8-16-16

Developer

By: David Bryan  
Name: David Bryan  
Title: chief manager

STATE OF TENNESSEE  
COUNTY OF Coffee

Personally appeared before me, Gladys Wright, Notary Public, David Bryan, with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the chief manager of Genesis Village Estates, the within named bargainor, a \_\_\_\_\_, and is authorized to execute this instrument on behalf of \_\_\_\_\_.

WITNESS my hand, at office, this 19th day of September, 2006.

Gladys Wright  
Notary Public  
My Commission Expires: 5/15/11

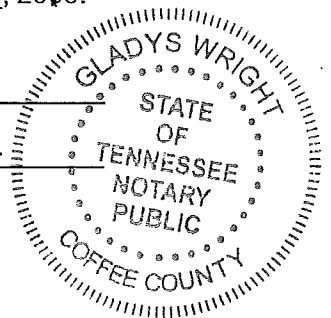


Exhibit A

Property

Bioclere

Wastewater system consisting of the collection system, ~~Sand-Gravel~~ Filter treatment system, and Sub-Surface Drip Irrigation system.

Exhibit B

Sewage Facility Land

Land set aside for the treatment and disposal systems and reserve area as required by Cumberland  
County and as shown on the plat.

Exhibit C

Plans and Specification

Approved by TDEC 10-6-08 and to be documented by As-Builts

USER MANUAL  
DO'S AND DON'TS  
For  
EFFLUENT COLLECTION SYSTEMS

# Cumberland Basin Wastewater Systems

## List of Required Practices

### BIOLOGICAL SYSTEM USER MANUAL

The ability of your natural and biological systems performance is affected by the materials introduced into the system. The following is a summary of some of the items that are bad management and good management practices. A knowledgeable user can prevent premature failures and eliminate costly repairs.

**Items that cause problems and failure of this system are:**

- Garbage disposal use
- Excessive sludge or scum accumulation in septic tank
- Improper fabric softeners and whiteners
- Grease and oils from cooking and washing
- Hair
- Disposable and non-disposable diapers, rags, cigarette butts, coffee grounds, feminine hygiene products, plastic and rubber products, condoms, and chemical cleaners
- Any non-biologically degradable substances
- Water usage over design limits

A properly maintained septic tank provides a high degree of treatment and yields an effluent that is relatively free of grease and solids that can clog the effluent. The best practice is not to discharge anything into a septic system that is poisonous or that may inhibit the abilities of the biologically functioning septic tank. A good rule of thumb should be to not discharge anything into the system that can not be ingested. This would not include toilet paper and mild detergents.

The following management practices and recommendations should be followed:

### GOOD MANAGEMENT PRACTICES

- Communicate with the operator or the operator's assistant (Operator) if anything about your system is out of the ordinary. Upon the first indication of a visual or audible alarm, call the Operator.
- Contact Cumberland Basin Wastewater Systems prior to the installation of any new landscaping or the construction of permanent structures. It will be critical to coordinate any work to ensure that the integrity of the biological system and lines are protected.
- Maintain toilet bowl hardware so as to prevent leaky conditions and excess water use and waste.
- Collect grease in a container rather than pouring down the drain.

### POOR MANAGEMENT PRACTICES

- Don't connect rain gutters or storm drains or allow other surface water to get into your septic system.
- Don't use excessive quantities of water. Use water saving devices such as low flow shower heads and low volume flush toilets.
- Don't allow toilets to become a problem. Repair leaky toilets, faucets, or plumbing fixtures (leaky toilets can result in flows of 1,000 gallons or more per day).
- Don't dump recreational vehicle (RV) waste into your septic tank.
- Don't flush undesirable substances into the sewer. **Flushing flammable and toxic products is a dangerous practice.** Other materials such as paper towels, rags, newspapers, cigarettes, coffee grounds, egg shells, sanitary napkins, condoms, large amounts of hair, and cooking grease are a maintenance nuisance and will result in frequent pumping of septage from the tank.
- Don't use garbage disposal systems to dispose of non-biodegradable materials because they increase the amount of solids entering the septic tank and will increase the frequency required for septage pumping. **Do not pour grease down the drain.**
- **Don't drain water softener backwash into the tank.** The backwash brine contains high levels of chlorides that can destroy the balance of the biological system, affect soil performance, and break down components of the system. The brine solution also interferes with the solid's sedimentation that occurs in the tank.
- Don't use special additives in your tank. **Additives do not improve the performance of the septic tanks and can cause major damage to other areas in the collection and treatment system.**
- Don't flush cat litter box medium down the toilets.



Exhibit E  
Sewer Service Agreement

**CUMBERLAND BASIN WASTEWATER SYSTEMS**  
**WASTEWATER SUBSCRIPTION AGREEMENT**

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Printed Name

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Address of Property

---

Mailing Address

---

Telephone Number

I hereby make application to Cumberland Basin Wastewater Systems for wastewater service at the address of property stated above. In consideration of the undertaking on the part of Cumberland Basin Wastewater Systems to furnish wastewater service, I understand, covenant and agree as follows:

1. I understand that components of a wastewater system either have been or will be installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by Cumberland Basin Wastewater Systems. I warrant that any connection to and/or subsequent use to this system by the components on my property shall be in accordance with the Rules and Regulations and Plans of Cumberland Basin Wastewater Systems. Regarding my usage of the system components on my property, which are owned by me, I covenant to follow the guidelines set forth in the Biological Users Manual (List of Required Practices). Should I violate these Rules and/or abuse or damage my components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of Cumberland Basin Wastewater Systems.
2. I acknowledge Cumberland Basin Wastewater Systems, its successors and assigns have a perpetual easement in, over, under and upon the above specified land as shown on the property plat, with the right to operate and repair all components of the water and/or wastewater systems on my property, including but not limited to the septic tank, the STEG (Septic Tank Effluent Gravity) or STEP (Septic Tank Effluent Pumping) system. I further grant Cumberland Basin Wastewater Systems permission to enter upon my property for any reason connected with the provision or removal of water and/or wastewater service or collection therefore.
3. For all other plumbing and structures on the property, including the out fall line to the septic tank, I agree that I am responsible for all operation and repair thereof.
4. I hereby authorize Cumberland Basin Wastewater Systems to purchase and install a cutoff valve on my side of my water meter and grant Cumberland Basin Wastewater Systems exclusive right to use such valve in accordance with its Rules and Regulations. However, the use of this valve does not in any way relieve me of my obligation to pay for water service to the service provider.

5. I understand and agree to pay a security deposit of \$60.00, to promptly pay for service at the then current schedule of rates and fees and agree to abide by and be subject to Cumberland Basin Wastewater System's billing and cutoff procedures. Should I not pay in accordance with Cumberland Basin Wastewater System's Rules, I agree to pay all costs of collection, including attorney fees.

6. Payment of bills for service rendered must be received by the due date as stated on the Customer's bill which shall be approximately twenty-one (21) days from the date billed. A non-payment penalty of five percent (5%) of the outstanding charge will be due after the due date shown on the bill. If payment is not received within fifteen days after the due date, a written notice will be sent to the customer. If payment is not received within 15 days of the written notice, water and/or wastewater service will be turned off from the customer's property as per the Wastewater Subscription Agreement executed by the customer with no additional notice being sent. No service shall be reconnected if discontinued for non-payment until all charges have been paid, including any disconnection and reconnection fees.

7. Service under any application may be discontinued for the following reasons:

1. Non-payment of bill as hereinafter set forth below.
2. For misrepresentation in the application.
3. For adding to the property or fixtures without notice to the company.
4. For failure to protect the connections, service lines or fixtures.
5. For molesting any service pipe, tank, control system, filter, or any property of the company in any way whatsoever.
6. For violation of any rules of the company.
7. For disconnecting or reconnecting service by any party, other than a duly authorized agent of the company, without the consent of the company.
8. For discharge of high strength or toxic effluent without pre-treatment.

8. If a customer whose service has been discontinued for non-payment of bills or for violation of the rules and regulations of the Company desires a reconnection, such reconnection will only be made after the customer:

- (a) has paid all unpaid bills and other charges;
- (b) has paid a reconnection fee; and
- (c) has corrected any condition found objectionable under the rules and regulations of the Company.

9. The Company reserves the right to require any nonresidential user to provide special pre-treatment for any high strength effluent before discharge into its sewage system. The Company may, upon the basis of recognized operator/engineering standards and treatment costs, increase the rate charged to cover the cost of treatment of high strength effluent, commercial or industrial waste, and may impose standards as to the maximum size of solids and constituents in such waste discharged into its wastewater system. Additionally, if excessive volumes of wastewater are received, the Company may require the customer to monitor flow volume and increase surge holding, treatment, and disposal capacity at the customer's expense. All customers will be required to follow the List of Required Practices (Biological Systems Users Manual) for an effluent collection system, supplied to them by the Company. These requirements prohibit the dumping of any toxic chemicals, non-biodegradable detergents, whitening agents, or other non-environmentally friendly compounds that kill tank bacteria. Also prohibited is the disposal of an excessive amount of grease, paints, pesticides or other typical household items that consumers introduce into sanitary sewer and storm drains.

10. I accept the current Rules and Regulations and the Rates and Fees Schedule and agree to abide by any amendments to such Schedules.

Cumberland Basin Wastewater Systems

Effective Date: July 23, 2007

11. I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above-described property. When such circumstances no longer exist, I agree to provide notice to Cumberland Basin Wastewater Systems at least thirty (30) days in advance of my vacating the property.

\_\_\_\_\_  
Subscribers Signature

\_\_\_\_\_  
Date

**NOTE:** A signed copy of this agreement along with a \$60 deposit is due before service can be established

**Received by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Issued by Tim Huddleston, President  
August 7, 2007

Exhibit F

Form of Deed

Exhibit F

Form of Deed

GENERAL WARRANTY DEED

I, [\_\_\_\_], grantor, of [address], County of [\_\_\_\_], State of Tennessee, for valuable consideration paid, the receipt of which is acknowledged, do convey and warrant to [name of grantee], of [address], County of [\_\_\_\_], State of Tennessee, grantee's heirs and assigns forever, all that parcel of land situated in [\_\_\_\_], County of [\_\_\_\_], State of Tennessee, and bounded as follows: [insert legal description].

To have and to hold the granted premises, and all the rights, easements, and appurtenances belonging to the premises, to [\_\_\_\_], grantee, and grantee's heirs and assigns, to grantee's and their own use and behalf forever.

And I do, for myself and my heirs, executors, and administrators, covenant with the grantee, grantee's heirs and assigns, that I am lawfully seized in fee of the granted premises; that they are free from all encumbrances; that I have good right to sell and convey the same; and that I will, and my heirs, executors, and administrators shall, warrant specially and defend the same to the grantee, grantee's heirs and assigns, against the lawful claims and demands of all persons that arise while grantee is in title to the Property.

In witness, I, [\_\_\_\_], have set my hand to this instrument this [\_\_\_\_] day of [month, year].

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_

ACKNOWLEDGEMENT

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

My Commission Expires: \_\_\_\_\_

Exhibit G  
Form of Bill of Sale

Per Mutual Agreement

Exhibit H  
Form of Easement

Easements will be as shown on the plat. A non-descript easement will be granted to Cumberland and recorded in Cumberland County.



**Attachment E**  
**TDEC SOP Transfer**  
**Application**

# *Southeast Environmental Engineering, LLC*

Michael Hines, M.S., P.E., Founding Principal

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September 8, 2016

George Garden, PE  
Chief Engineer, Division of Water Resources  
Tennessee Department of Environment and Conservation  
Wm. R. Snodgrass Tennessee Tower  
312 Rosa L. Parks Avenue, 11th. Floor  
Nashville TN 37243

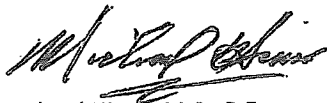
Re: Cumberland County - Genesis Village Estates  
SOP 08040 Permit Modification

Dear Mr. Garden:

Per our previous discussions, Cumberland Basin Wastewater Systems, LLC has contracted with Genesis Village Estates Townhomes, LLC to provide public utility sewer service to the project. The parties are in the process of obtaining the transfer of the TRA Certificate of Convenience and Necessity and the TDEC SOP from IRM utility to Cumberland Basin.

Enclosed are three copies of my engineering report and an application signed by Cumberland Basin to modify the existing permit to match the sewerage system to be completed. The application and address form are accompanied by an updated and expanded site plan prepared by CE Designers of Monterey, Tennessee. We appreciate your willingness to expedite review and, if found acceptable, expedite public notice of a draft modified permit. Should there be any issues or questions arising from the review, please contact me direct at 865-740-7994.

Sincerely,



Michael Hines, M.S., P.E.  
Founding Principal

cc: SEE Files

Tim Huddleston, President  
Cumberland Basin Wastewater Systems, LLC  
150 Construction Drive  
Livingston TN 38570

Gary Emery, Managing Manager  
Genesis Village Estates Townhomes, LLC  
4955 Genesis Road  
Crossville TN 38571

Erik W. Callahan, P.E.  
CE Designers  
108 East Commercial Avenue  
Monterey TN 38574

# *Southeast Environmental Engineering, LLC*

Michael Hines, M.S., P.E., Founding Principal

## Genesis Village Estates Cumberland County Tennessee SOP Application Engineering Report

September 5, 2016

### **Background:**

Genesis Village Estates is located off the I-40 Genesis Exit at Crossville, Tennessee. Ultimately it will have approximately 33 two and three unit buildings containing a total of 99 residential units and one office building to be used by the Homeowners Association. Currently six buildings housing 17 condo units have been completed.

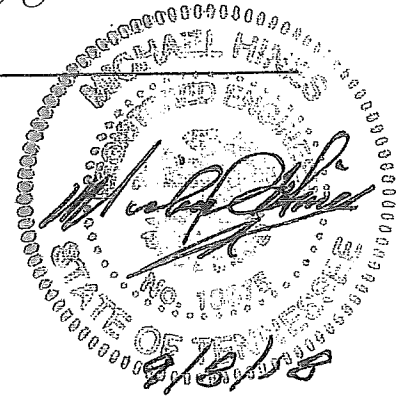
The Genesis Village Estates wastewater project was conceived as a decentralized project to be owned and operated by Jeff Cox's Integrated Resource Management, Inc. utility (IRM). IRM received a Certificate of Convenience and Necessity (CCN) from Tennessee Regulatory Authority (TRA) for the territory and contracted with Genesis Village Estates Townhomes, LLC, (Genesis Village) the project developer, to provide utility ownership and operation of the system.

The system was originally permitted and approved for construction as a recirculating sand filter/drip system. Design was subsequently changed to a BioClere system and State Operating Permit (SOP) 08-040 was modified accordingly although no construction approval was issued for the change in treatment system. The developer initiated construction of the wastewater system in late 2008. Several condo buildings have been constructed with each discharging to a 3,000 gallon Dixie Concrete concrete baffled STEG tank. The tanks gravity discharge to a common 6" PVC effluent collection sewer discharging to a lift station consisting of a 6,000 gallon Sherman Dixie concrete tank. The lift station has been operated as a pump-and-haul system to date.

The developer also purchased and installed a BioClere Model 30/32 plastic media trickling filter and installed it in a shallow excavation and chained it to a concrete pad. None of the ancillary treatment tanks or any of the effluent drip dispersal tanks or equipment has been installed. The sewer has not been connected to the unit.

### **Proposed Modifications:**

CBWS and the developer are submitting an application to modify the existing SOP. The proposed modifications include clarifying the ownership of the system, the method and capacity of the treatment system, and the size and loading rate of the effluent drip dispersal area. The proposed modifications will also legitimize the temporary pump and haul operation of the lift station.



Recently, the developer severed relationships with IRM, Inc. the public utility holding the CCN from TRA for the development. Court approved agreements require that IRM transfer the CCN and SOP 08-040 to any “operator” of Genesis’s choosing. Genesis has contracted with Cumberland Basin Wastewater Systems, LLC (CBWS) to own and manage the system.

The final build out of the development will require several years and will be a maximum of 99 residential condominium units and one office for the homeowners association. Total design flow is 30,000 gpd of STEP effluent. Treatment will be by two BioClere Model 30/32 units operating in parallel. The existing lift station will be equipped with duplex pumps and operated to equalize flow rates to the treatment units. Additional flow equalization will be provided through tankage preceding the BioClere units. The developer and CBWS have committed to TDEC to have the treatment and effluent drip dispersal system complete and on-line by February 1, 2017. The lift station will be operated as a pump and haul system until the sewerage system is completed and in operation.

Effluent from the BioClere units will flow to effluent tanks equipped with computer controlled dosing pumps to send the effluent to the drip zones through Arkal filters. The original approved construction plans show the approved drip area to encompass 3.46 acre, not the 2.3 acres stated in the permit. The developer has surveyed and platted the boundaries of treatment and drip area. The combined area contains 3.8 acres including 3.4 acres of drip area. The drip field will be fenced. The combined area is being dedicated to a permanent easement in favor of CBWS.

At the 30,000 gpd design capacity of the system, loading rate on the drip field will be 0.21 gpd/sq.ft. or 2.3 inches/wk. Drip lines will be located on nominal five-foot centers with orifices on one-foot centers. The drip dosing system will be a timed dose system controlled by a computerized control panel. Details will be in the engineering report and plans submitted for construction approval.



Tennessee Department of Environment and Conservation  
Division of Water Resources  
Water-Based Systems  
William R. Snodgrass – Tennessee Tower  
312 Rosa L. Parks Avenue, 11<sup>th</sup> Floor  
Nashville, TN 37243-1102  
(615) 532-0625

**APPLICATION FOR A STATE OPERATION PERMIT (SOP)**

Type of application: ☐ New Permit ☐ Permit Reissuance ☒ Permit Modification

**Permittee Identification:** (Name of city, town, industry, corporation, individual, etc., applying, according to the provisions of Tennessee Code Annotated Section 69-3-108 and Regulations of the Tennessee Water Quality Control Board.)

Permittee

Name **Cumberland Basin Wastewater Systems, LLC**  
(applicant):

Permittee **150 Construction Drive**  
Address: **Livingston, TN 38570**

Official Contact: <b>Tim Huddleston</b>	Title or Position: <b>President</b>		
Mailing Address: <b>150 Construction Drive</b>	City: <b>Livingston</b>	State: <b>TN</b>	Zip: <b>38570</b>
Phone number(s): <b>(931) 403-1000</b>	E-mail: <b>thuddleston@wocc.com</b>		

Optional Contact: <b>Darian Dykes</b>	Title or Position: <b>Operator</b>		
Address: <b>150 Construction Drive</b>	City: <b>Livingston</b>	State: <b>TN</b>	Zip: <b>38750</b>
Phone number(s): <b>931-510-1934</b>	E-mail:		

**Application Certification** (must be signed in accordance with the requirements of Rule 1200-4-5-.05)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name and title; print or type

**Tim Huddleston, President**

Signature

*Tim Huddleston*

Date

**9-9-16**

<b>Facility Identification:</b>		<b>Existing Permit No.</b>	<b>SOP 08040</b>
Facility Name:	<b>Genesis Village Estates</b>	County:	<b>Cumberland</b>
Facility Address or Location:	<b>4955 Genesis Road Crossville, TN 38571</b>	Latitude:	<b>36.017657</b>
		Longitude:	<b>-84.993856</b>
Name and distance to nearest receiving waters: <b>Obed River 2500 ft.</b>			
If any other State or Federal Water/Wastewater Permits have been obtained for this site, list their permit numbers: <b>N/A</b>			
Name of company or governmental entity that will operate the permitted system: <b>Cumberland Basin Wastewater Systems, LLC (CBWS)</b>			
Operator address: <b>150 Construction Drive, Livingston TN, 38570</b>			
Has the owner/operator filed for a Certificate of Convenience & Necessity (CCN), or an amended CCN, with the Tennessee Regulatory Authority (TRA) (may be required for collection systems and land application treatment systems)? CBWS will own the system and will either own the land or have a permanent easement to the land. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			
If the applicant listed above does not yet own the facility/site or if the applicant will not be the operator, explain how and when the ownership will be transferred or describe the contractual arrangement and renewal terms of the contract for operations. <b>CBWS will own the system and will either own the land or have a permanent easement to it.</b>			
<b>Complete the following information explaining the entity type, number of design units, and daily design wastewater flow:</b>			
<u>Entity Type</u>	<u>Number of Design Units</u>		<u>Flow (gpd)</u>
<input type="checkbox"/> City, town or county	No. of connections:		
<input type="checkbox"/> Subdivision	No. of homes:	Avg. No. bedrooms per home:	
<input type="checkbox"/> School	No. of students:	Size of cafeteria(s): No. of showers:	
<input type="checkbox"/> Apartment	No. of units:	No. units with Washer/Dryer hookups: No. units without W/D hookups:	
<input type="checkbox"/> Commercial Business	No. of employees:	Type of business:	
<input type="checkbox"/> Industry	No. of employees:	Product(s) manufactured:	
<input type="checkbox"/> Resort	No. of units:		
<input type="checkbox"/> Camp	No. of hookups:		
<input type="checkbox"/> RV Park	No. of hookups:	No. of dump stations:	
<input type="checkbox"/> Car Wash	No. of bays:		
<input checked="" type="checkbox"/> Other	<b>99 Condo Units/1 Office</b>	<b>2-3 Bedrooms per unit</b>	<b>30,000 gpd</b>

Describe the type and frequency of activities that result in wastewater generation.

**Residential condominium units**

**Engineering Report (required for collection systems and/or land application treatment systems):**

☐ N/A

☒ Prepared in accordance with Rule 1200-4-2-.03 and Section 1.2 of the Tennessee Design Criteria (see website for more information)

☒ Attached, or

☐ Previously submitted and entitled:

Approved? ☐ Yes. Date:

☐ No

**Wastewater Collection System:**

☐ N/A

System type (i.e., gravity, low pressure, vacuum, combination, etc.): **Septic Tank Effluent Gravity Sewer**

System Description: **8" gasketed slip-joint PVC pipe**

Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.): **Utility has portable generators and system is watertight.**

In the event of a system failure describe means of operator notification: **Telephone from homeowners or autodialer from treatment system control panel.**

List the **emergency** contact(s) (name/phone): **Tim Huddleston, (931) 403-1000**

For low-pressure systems, who is responsible for maintenance of STEP/STEG tanks and pumps or grinder pumps (list all contact information)? **Cumberland Basin Wastewater Systems, LLC**

Approximate length of sewer (excluding private service lateral): **2,250'**

Number/hp of lift stations: **1** Number/hp of lift pumps **2/** Size in design.

Number/volume of low pressure and or grinder pump tanks

Number/volume septic tanks

**~34/3,000 gal**

Attach a schematic of the collection system. ☒ Attached

If this is a satellite sewer and you are tying in to another sewer system complete the following section, listing tie-in points to the sewer system and their location (attach additional sheets as necessary):

Tie-in Point

Latitude (xx.xxxx°)

Longitude (xx.xxxx°)

<b>Land Application Treatment System:</b>	<input type="checkbox"/> N/A
Type of Land Application Treatment System: <input checked="" type="checkbox"/> Drip <input type="checkbox"/> Spray <input type="checkbox"/> Other, explain:	
Type of treatment facility preceding land application (recirculating media filters, lagoons, other, etc.): Aquapoint BioClere fixed film reactors	
Attach a treatment schematic. <input checked="" type="checkbox"/> Attached	
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.): <b>Entire system is watertight. Power failures will result in alarms to utility.</b>	
For New or Modified Projects:	
Name of Developer for the project:	<b>Genesis Village Estates Townhomes, LLC</b>
Developer address and phone number:	<b>Gary Emery 4955 Genesis Road, Crossville, TN 38571 (931) 210-1025</b>
For land application, list:	Proposed acreage involved: 3.4 <b>Inches/week @ actual loading rate: 2.3 in/wk @ 0.21 gpd/sq.ft.</b>
Is wastewater disinfection proposed?	
<input type="checkbox"/> Yes	Describe land application area access:
<input checked="" type="checkbox"/> No	Describe how access to the land application area will be restricted: <b>Drip area will be fenced</b>
<b>Attach required additional Engineering Report Information (see website for more information)</b>	
<input type="checkbox"/> Topographic map (1:24,000 scale presented at a six inch by six inch minimum size) showing the location of the project including quadrangle(s) name(s) GPS coordinates, and latitude and longitude in decimal degrees should also be included. <b>(Previously submitted)</b>	
<input checked="" type="checkbox"/> Scaled layout of facility showing the following: lots, buildings, etc. being served, the wastewater collection system routes, the pretreatment system location, the proposed land application area(s), roads, property boundaries, and sensitive areas such as streams, lakes, springs, wells, wellhead protection areas, sinkholes and wetlands.	
<input type="checkbox"/> Soils information for the proposed land disposal area in the form of a Water Pollution Control (WPC) Soils Map per Chapter 16 and 17 State of Tennessee Design Criteria for Sewage Work. The soils information should include soil depth (borings to a minimum of 4 feet or refusal) and soil profile description for each soil mapped. <b>(Previously submitted and approved)</b>	
<input checked="" type="checkbox"/> Topographic map of the area where the wastewater is to be land applied with no greater than ten foot contours presented at a minimum size of 24 inches by 24 inches.	
<input type="checkbox"/> Describe alternative application methods based on the following priority rating: (1) connection to a municipal/public sewer system, (2) connection to a conventional subsurface disposal system as regulated by the Division of Groundwater Protection, and/or (3) land application. <b>(Previously submitted and approved)</b>	



<b>For Drip Dispersal Systems Only: Unless otherwise determined by the Department, sewage treatment effluent wells, i.e, large capacity treatment/drip dispersal systems after approval of the SOP Application, will be issued an UIC tracking number and will be authorized as Permit by Rule per UIC Rule 1200-4-6-.14(2) and upon issue of a State Operating Permit and Sewage System Construction Approval by the Department.</b> <b>Describe the following: (UIC approval previously granted)</b>	<input checked="" type="checkbox"/> N/A
The area of review (AOR) for each Drip Dispersal System shall, unless otherwise specified by the Department, consist of the area lying within a one mile radius or an area defined by using calculations under 1200-4-6-.09 of the Drip Dispersal System site or facility, and shall include, but not be limited to general surface geographic features, general subsurface geology, and general demographic and cultural features within the area. Attach to this part of the application a general characterization of the AOR, including the following: (This can be in narrative form)	
<input type="checkbox"/> A general description of all past and present groundwater uses as well as the general groundwater flow direction and general water quality.	
<input type="checkbox"/> A general description of the population and cultural development within the AOR (i.e. agricultural, commercial, residential or mixed)	
<input type="checkbox"/> Nature of injected fluid to include physical, chemical, biological or radiological characteristics.	
<input type="checkbox"/> If groundwater is used for drinking water within the area of review, then identify and locate on a topographic map all groundwater withdrawal points within the AOR, which supply public or private drinking water systems. Or supply map showing general location of publicly supplied water for the area (this can be obtained from the water provider)	
<input type="checkbox"/> If the proposed system is located within a wellhead protection area or source water protection area designated by Rule 1200-5-1-.34, show the boundary of the protection area on the facility site plan.	
<input type="checkbox"/> Description of system, Volume of injected fluid in gallons per day based upon design flow, including any monitoring wells.	
<input type="checkbox"/> Nature and type of system, including installed dimensions of wells and construction materials.	

<b>Pump and Haul:</b>	<input type="checkbox"/> N/A
Reason system cannot be served by public sewer: <b>Not available</b>	
Distance to the nearest manhole where public sewer service is available: <b>1 mile</b>	
When sewer service will be available: <b>On or before February 1, 2017</b>	
Volume of holding tank: <b>8,000 gal.</b>	
Tennessee licensed septage hauler (attach copy of agreement): <b>Tommy's Porta-Potty</b>	
Facility accepting the septage (attach copy of acceptance letter): <b>City of Crossville</b>	
Latitude and Longitude (in decimal degrees) of approved manhole for discharge of septage:	
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.): <b>See Above</b>	

<b>Holding Ponds (for non-domestic wastewater only):</b>	<input checked="" type="checkbox"/> N/A
Pond use: <input type="checkbox"/> Recirculation <input type="checkbox"/> Sedimentation <input type="checkbox"/> Cooling <input type="checkbox"/> Other (describe):	
Describe pond use and operation:	
If the pond(s) are existing pond(s), what was the previous use?	
Have you prepared a plan to dispose of rainfall in excess of evaporation? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, describe disposal plan:	
Is the pond ever dewatered? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, describe the purpose for dewatering and procedures for disposal of wastewater and/or sludge:	
Is(are) the pond(s) aerated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Volume of pond(s):	Dimensions:
Is the pond lined (Note if this is a new pond system it must be lined for SOP coverage. Otherwise, you must apply for an Underground Injection Control permit.)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Describe the liner material (if soil liner is used give the compaction specifications):	
Is there an emergency overflow structure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If so, provide a design drawing of structure.</i>	
Are monitoring wells or lysimeters installed near or around the pond(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If so, provide location information and describe monitoring protocols (attach additional sheets as necessary):</i>	

Mobile Wash Operations:		<input checked="" type="checkbox"/> N/A
<input type="checkbox"/> Individual Operator	<input type="checkbox"/> Fleet Operation Operator	
Indicate the type of equipment, vehicle, or structure to be washed during normal operations (check all that apply):		
<input type="checkbox"/> Cars	<input type="checkbox"/> Parking Lot(s):	sq. ft.
<input type="checkbox"/> Trucks	<input type="checkbox"/> Windows:	sq. ft.
<input type="checkbox"/> Trailers (Interior washing of dump-trailers, or tanks, is prohibited.)	<input type="checkbox"/> Structures (describe):	
<input type="checkbox"/> Other (describe):		
Wash operations take place at (check all that apply):		
<input type="checkbox"/> Car sales lot(s)	<input type="checkbox"/> Public parking lot(s)	
<input type="checkbox"/> Private industry lot(s)	<input type="checkbox"/> Private property(ies)	
<input type="checkbox"/> County(ies), list:	<input type="checkbox"/> Statewide	
Wash equipment description:		
<input type="checkbox"/> Truck mounted	<input type="checkbox"/> Trailer mounted	
<input type="checkbox"/> Rinse tank size(s) (gal.):	<input type="checkbox"/> Mixed tanks size(s) (gal.):	
<input type="checkbox"/> Collection tank size(s) (gal.):	Number of tanks per vehicle:	
Pressure washer:	psi (rated)	gpm (rated)
<input type="checkbox"/> gas powered	<input type="checkbox"/> electric	
Vacuum system manufacturer/model:	Vacuum system capacity:	inches Hg
Describe any other method or system used to contain and collect wastewater:		
List the public sewer system where you are permitted or have written permission to discharge waste wash water (include a copy of the permit or permission letter):		
Are chemicals pre-mixed, prior to arriving at wash location? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Describe all soaps, detergents, or other chemicals used in the wash operation (attach additional sheets as necessary):		
Chemical name:	Manufacturer:	Primary CAS No. or Product No.

DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF WATER POLLUTION CONTROL

ADDRESS ATTACHMENT FOR NPDES PERMIT APPLICATION & STATE OPERATION PERMIT  
APPLICATION

This must be filled out to complete your permit application.

NPDES/STATE PERMIT NO.: SOP 08-040

---

**CORPORATE HEADQUARTERS:** (Where the permit will go.)

CONTACT PERSON: Tim Huddleston

COMPANY NAME: Cumberland Basin Wastewater Systems, LLC

STREET AND/OR P.O. BOX #: 150 Construction Drive

CITY: Livingston STATE: TN ZIP CODE: 38750

PHONE NO: 931-403-1000 E-MAIL ADDRESS: thuddleston@wocc.com

---

**PERMIT BILLING ADDRESS:** (Where the invoices will go.)

CONTACT PERSON: Tim Huddleston

FACILITY NAME: Genesis Village Estates

STREET AND/OR P.O. BOX #: 150 Construction Drive

CITY: Livingston STATE: TN ZIP CODE: 38750

PHONE NO: 931-403-1000 E-MAIL ADDRESS: thuddleston@wocc.com

---

**FACILITY LOCATION:** (Where the inspectors will go.)

FACILITY NAME: Genesis Village Estates

STREET ADDRESS: 4955 Genesis Road

P.O. BOX #: \_\_\_\_\_ COUNTY: Cumberland

CITY: Crossville STATE: TN ZIP CODE: 38571

PHONE NO: 931-403-1000 E-MAIL ADDRESS: thuddleston@wocc.com

---

**DMR MAILING ADDRESS:** (Where the pre-printed Discharge Monitoring Reports will go) (Does not apply to SOP Permits)

CONTACT PERSON: \_\_\_\_\_

FACILITY NAME: \_\_\_\_\_

STREET AND/OR P.O. BOX #: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NO: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_







# **Attachment F**

## **Bioclere Plans**

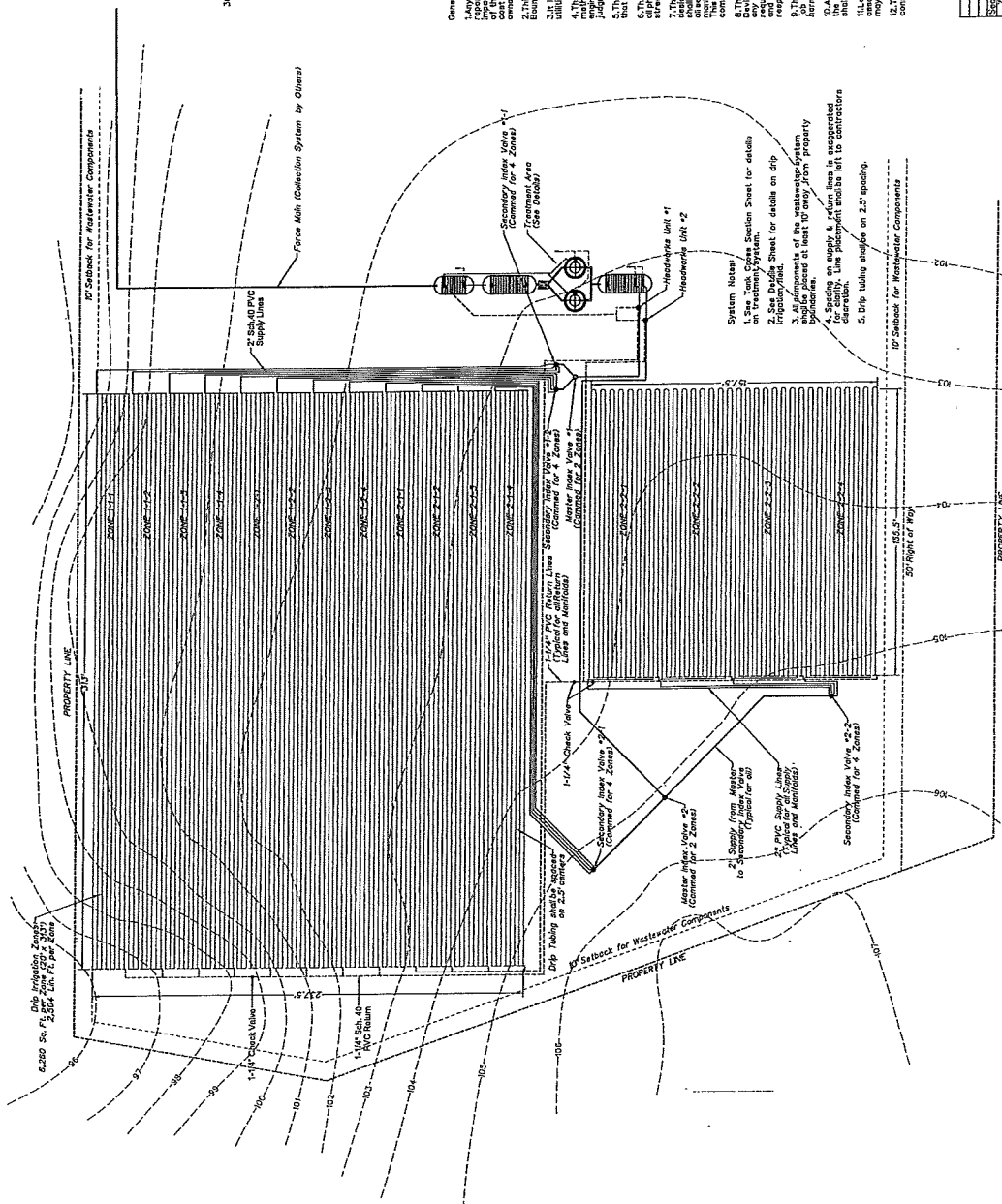
## Project Overview

2" PVC Supply Line  
1-1/4" PVC Return Line

### General Notes

[illegible]

SHIP FIELD Hierarchy			
HEADWORKS UNIT #1		HEADWORKS UNIT #2	
MASTER INDEX #1		MASTER INDEX #2	
Secondary #1-1	Secondary #1-2	Secondary #2-1	Secondary #2-2
ZONE 1-1-1	ZONE 1-2-1	ZONE 2-1-1	ZONE 2-2-1
ZONE 1-1-2	ZONE 1-2-2	ZONE 2-1-2	ZONE 2-2-2
ZONE 1-1-3	ZONE 1-2-3	ZONE 2-1-3	ZONE 2-2-3



DESIGNED BY	R. Dece
DRAWN BY	J. Abrego
CHECKED BY	R. Dece
DATE	06/16/90
PROJECT NO.	

The seal of the State of Maryland is circular, featuring a central shield with a ship (the Anne) and a figure (Maryland). The shield is surrounded by a wreath. The outer ring of the seal contains the text "M. RAY DESSE" at the top and "STATE OF MARYLAND" at the bottom, separated by small stars.

REVISIONS		DESCRIPTION
NO.	DATE	
1		
2		
3		
4		

Genesis Village  
Wastewater Treatment  
Cumberland County  
Tank Cross Section

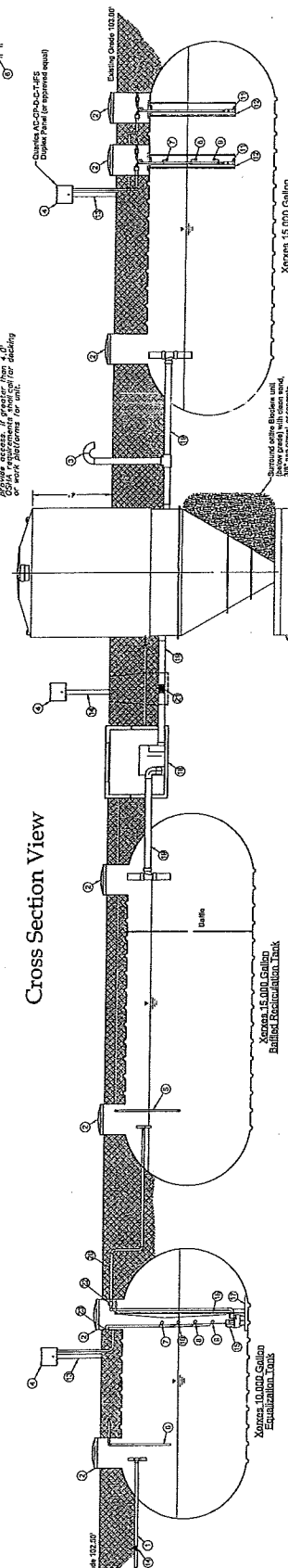
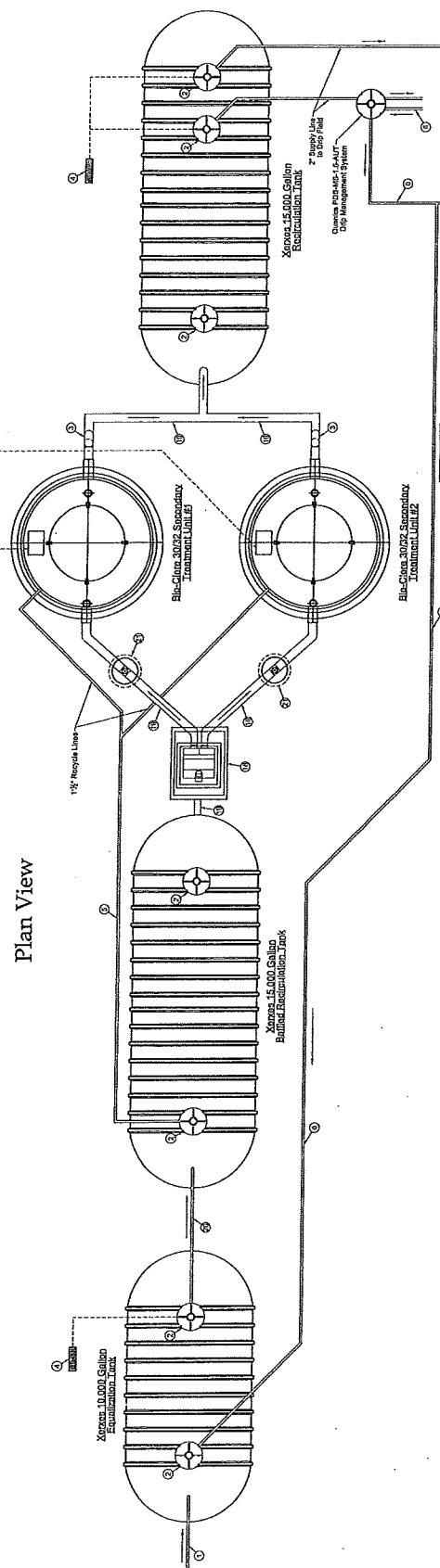
the Estates  
treatment and

Disposal	
----------	--

CIVIL AND  
G

111 W. MYRTLE AVE  
FOLEY, ALABAMA  
PHONE: (251) 945-4595 FAX

ENGINEERING  
ITAL ENGINEER  
L SUITE 4  
A 36535  
(714) 945-5551

ING[illegible]

**Caution Notes (Unless otherwise specified):**

- 1) If installed in ground water, contact the Engineer for anchoring requirement.
- 2) Concrete to be supplied by approved suppliers and per form installation.
- 3) Ground profile of the-Cricle unit shall be below grade with chain rod and 3" x 3" gal. steel.
- 4) Across road, a reinforced shaft shall be installed.

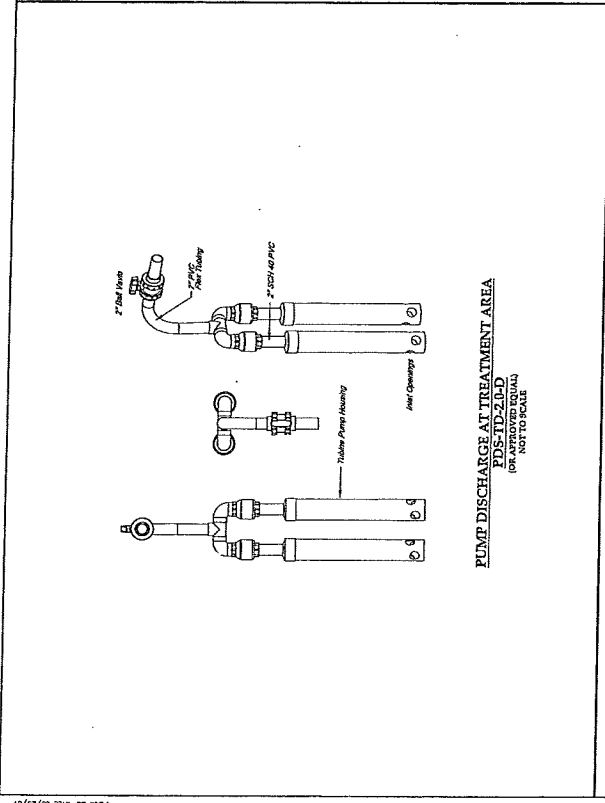
**Notes:** 1) All service disconnect is required to be installed in accordance with the code mandated by a registered electrical and power all.

In the case that a High Water Table is present, the BioClore unit must be installed in a trench that is 12" deep or greater. The X-mas lines or approved equal length shall have concrete casings.

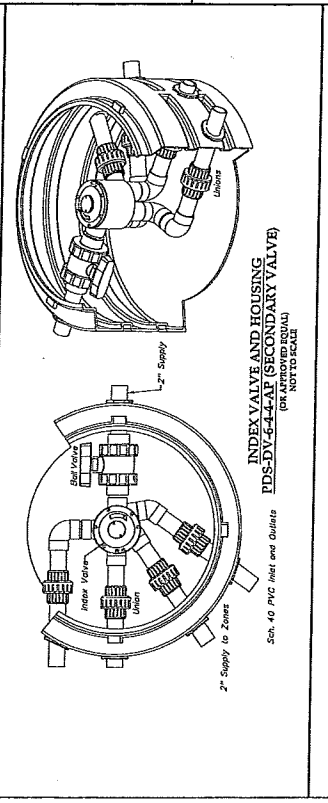
Notes: Escrow shall extend a maximum of 4 (4) months from the date of the Contractor's receipt of the unit. The Contractor shall term around unit as necessary to provide access, if greater than 4 (4) months, to the unit. The Contractor shall obtain all requirements, shall call for decking or work platforms for unit.



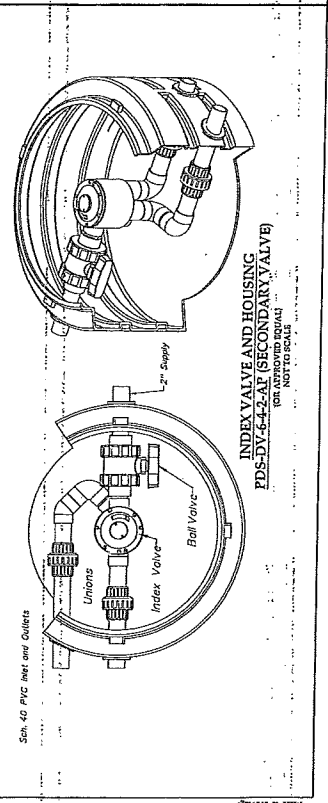




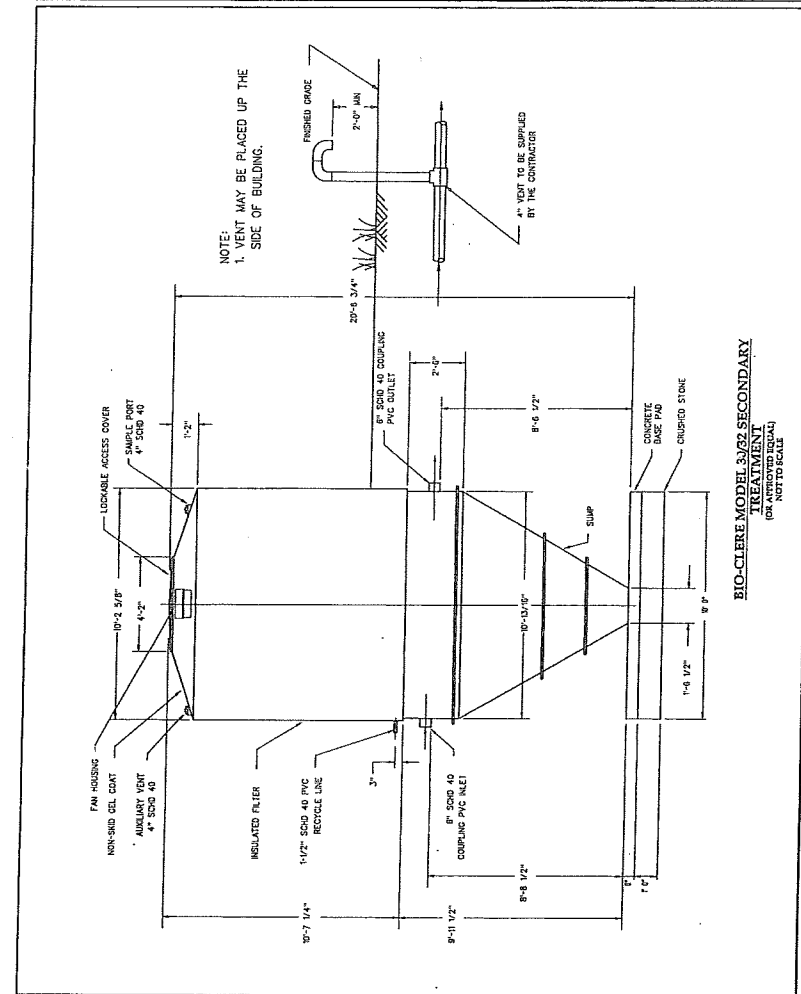
**PUMP DISCHARGE AT TREATMENT AREA**  
**PDS-ID-2.0-D**  
(OR APPROVED EQUAL)  
NOT TO SCALE



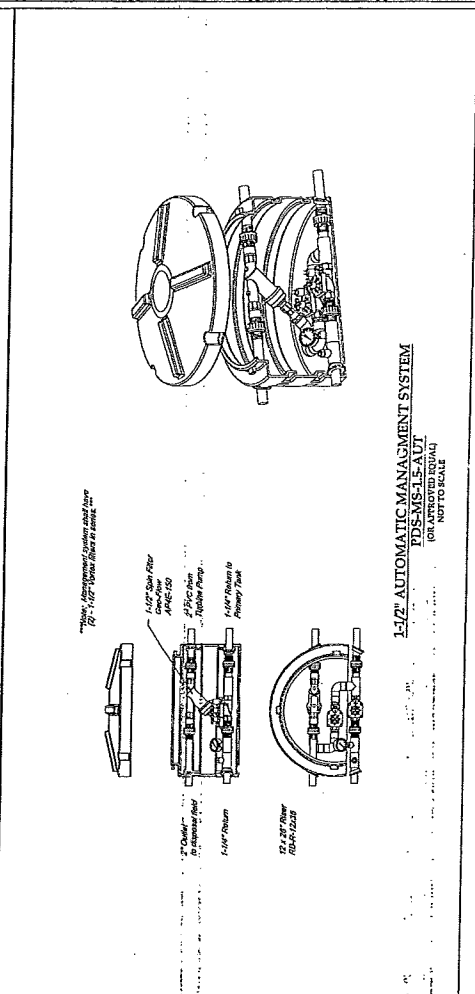
**INDEX VALVE AND HOUSING**  
**PDS-DV-4-4-AP (SECONDARY VALVE)**  
(OR APPROVED EQUAL)  
NOT TO SCALE



**INDEX VALVE AND HOUSING**  
**PDS-DV-4-4-AP (SECONDARY VALVE)**  
(OR APPROVED EQUAL)  
NOT TO SCALE



**BIO-CLERE MODEL 3022 SECONDARY TREATMENT**  
(OR APPROVED EQUAL)  
NOT TO SCALE




**1 1/2" AUTOMATIC MANAGEMENT SYSTEM**  
**PDS-MS-1E-AUT**  
(OR APPROVED EQUAL)  
NOT TO SCALE

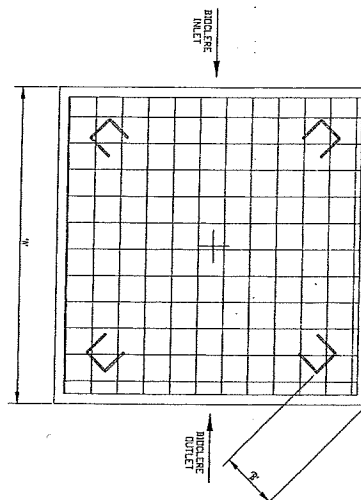
**GULF COAST ENGINEERING**  
CIVIL AND ENVIRONMENTAL ENGINEERING  
111 W. MYRTLE AVE. SUITE 4  
MOBILE, ALABAMA 36688  
PHONE: (904) 945-4595 FAX: (904) 945-4591

**Genesis Village Estates**  
Wastewater Treatment and Disposal  
Cumberland County

REVISIONS	
NO.	DATE - DESCRIPTION
1	
2	
3	
4	
REVISIONS	
SHEET NO.	
4 OF 5	

	
DESIGNED BY	Z. Iose
DRAWN BY	J. Iose
CHECKED BY	R. Iose
DATE	4/10/69
PROJECT NO.	

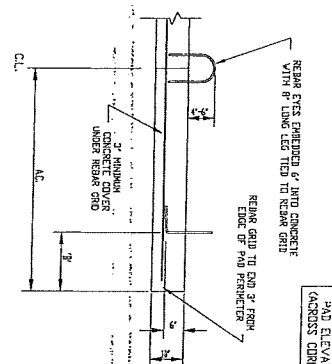
SHEET NUMBER	
04	
4 OF 5	



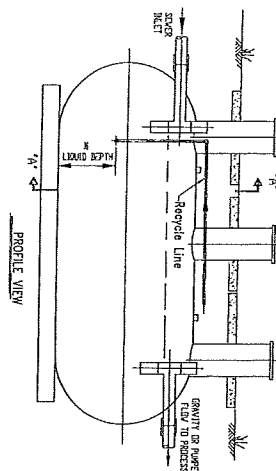
PLAN ON SQUARE PAD  
(SEE NOTE 5)

## SECONDARY TREATMENT CONCRETE PAD DETAIL

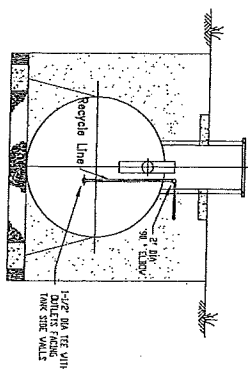
	BIODIESEL MOL.	"W"	"D"	NET WEIGHT REINFORCED CONC.	APPENDIX PAD WEIGHT
24	8"	15"	#3 REBAR 6' O.C.	8,000 lbs	
30	10"	20"	#3 REBAR 6' O.C.	12,500 lbs	
36	12"	24"	#4 REBAR 8' O.C.	15,000 lbs	

PAD ELEVATION  
(ACROSS CORNERS)

1. CONCRETE MINIMUM STRENGTH 4,000PSI @ 28 DAYS.  
2. DETACHED REINFORCING BARS TO BE 4,000 PSI YIELD STRENGTH.  
3. EYES (4) 1/2" DIAMETER REBAR CAST IN PLACE AS SHOWN.  
4. PAD TO BE SPILLED AND INSTALLED BY CONTRACTOR.  
5. CIRCULAR RAIL CAN BE SUBSTITUTED FOR SQUARE PAD.  
CIRCULAR PAD REBAR EYES INSTALLED 6" FROM PAD PERIMETER.

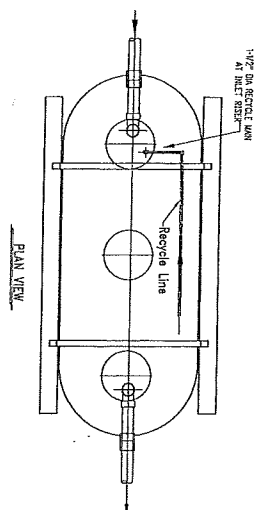


FIBERGLASS TANK WITH 1-1/2  
DIAMETER RECYCLE LINE

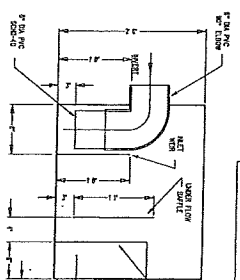


**SECTION A - A**

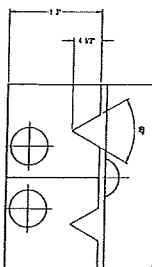
- NOTES FOR CONTRACTOR:
1. RECYCLE LINE AND FITTINGS TO BE 1-1/2" PVC SCHD 40
  2. TANK INSTALLATION AND SURROUND TO MEET MANUFACTURERS RECOMMENDATIONS AND LOCAL CODES



### PLAN VIEW



SECTION THROUGH BOX



SECTION A - A

NOTES:  
INTERNAL WALLS & WEIR PLATES TO BE 1/4" THICK FIRECLASS  
EXTERNAL WALLS TO BE 1/4" MAX THICK FIBROGLASS.  
FLOW (gpm) = 647.8 x (H<sup>2.5</sup>)  
OR - HEIGHT OF FLOW ABOVE WEIR NOTION (FEET)  
SHUTTER BOX TO BE INSTALLED IN A 4' DIA DUCTILE  
IRON ACCESS TO GROUND.

**Attachment G**  
**Certified Wastewater**  
**System Operator**

## Tim Huddleston

---

**To:** Darian Dykes  
**Subject:** Genesis Proposal  
**Attachments:** License.jpg

Proposal is accepted as written below.  
We appreciate our continuing relationship.  
Thanks,

Tim Huddleston  
CBWS, LLC President

---

**From:** Darian Dykes [<mailto:dkdykes10@hotmail.com>]  
**Sent:** Thursday, August 04, 2016 11:17 AM  
**To:** Tim Huddleston  
**Subject:** List of Duties

Tim,

Monthly Fee \$400.00  
Quarterly Testing \$150.00

### List of Duties

Operate the plant at Genesis Development per required State Operating Permit.  
Run lab tests, send lab tests to outside Lab for Nitrate testing.  
Fill out and send monthly reports to Cookeville Field office.

Attached is a photo copy of my license

Let me know if there's anything else.  
Darian

STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
WATER AND WASTEWATER OPERATOR CERTIFICATION BOARD

LS NO.  
**2289**

EXPIRATION DATE  
**12/31/2016**

RENEWAL NO.  
**85473**

THIS IS TO CERTIFY THAT:  
**Darian K Dykes**

IS IN GOOD STANDING WITH THE BOARD FOR THE CLASSIFICATIONS LISTED:

**WW4  
CS2**

CN-2779 (REV. 03-98)

**Attachment H**  
**Bioclere O&M To Be**  
**Provided by**  
**Manufacturer**

# **Attachment I**

## **Tariff For GVES**



Wastewater Utility Service

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet. Original and revised sheets as listed herein comprise all changes from the original tariff and are currently in effect as of the date listed on the bottom of this sheet.

SECTION	SHEET	REVISION	
1	1	Original	
1	2	Original	
1	3	3 <sup>rd</sup> Revised*	T
1	4	Original	
1	5	Original	
1	6	Original	
1	7	Original	
2	1	Original	
2	2	Original	
2	3	Original	
2	4	Original	
2	5	Original	
2	6	Original	
2	7	Original	
3	1	1 <sup>st</sup> Revised	T
4	1	1 <sup>st</sup> Revised	T
4	2	1 <sup>st</sup> Revised	T
5	1	2 <sup>nd</sup> Revised*	
5	2	Original	N
6	1	Original	
6	2	Original	
6	3	Original	

Wastewater Utility Service

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RESIDENTIAL SEWER SERVICE TERRITORIES

<u>Service Territory</u>	<u>County</u>	<u>TRA Docket No.</u>	<u>Rate Class</u>
Emory Pointe	Roane	04-00101	Rate Class 1
Wild Pear Shores	Jefferson	04-00153	Rate Class 1
Compass Pointe	Blount	04-00266	Rate Class 1
Wild Briar Ridge★	Sevier	05-00056	Rate Class 1
Sterling Springs★	Sevier	05-00055	Rate Class 1
Mountain Shangrila★	Sevier	06-00156	Rate Class 1
Flat Hollow★	Campbell	07-00009	Rate Class 1
Ashley Meadows	Blount	07-00008	Rate Class 1
Landing at Bird's Creek★	Sevier	07-00090	Rate Class 1
Genesis Villages★	Cumberland	11-00081	Rate Class 2 NT

★ These Service Territories contain a mix of both commercial and residential properties. Accordingly, these areas will be reflected in both the residential and commercial tariffs.

Wastewater Utility Service

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**RESIDENTIAL RATES SHEET**

**RATE CLASS 1**

Fixed Film Treatment and Drip Dispersal.....\$35.11 **T**

Effective October 22, 2007, \$10.13 of the residential rate will be placed in the Company's escrow account.

**RATE CLASS 2**

Genesis Villages- minimal housing subdivision.....\$51.50 **NT**

Effective \_\_\_\_\_ , \$14.94 of the residential rate will be placed in the Company's escrow account.

Wastewater Utility Service

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RESIDENTIAL RATES SHEET EXPLANATION

**Rate Class 1 SDR:** Standard collection system maintenance/treatment/disposal rate  
.....\$35.11 T

**Fees:** Access Fees—\$84.00 per year (*See Rules and Regulations Sec. 2., Page 3*)

**Rate Class 2 SDR:** Genesis Villages.....\$51.50 N

**Fees:** Access Fees- \$84.00 (*See Rules and Regulations Sec.2, Page 3*)

\***Fees (all rate classes):** Non-payment- 5% of total bill  
Disconnection- \$10.00  
Reconnection- \$15.00  
Returned Check (NSF)- \$20.00

\*Moved from above

**Integrated Resource Management, Inc.  
d/b/a IRM Utility, Inc.**

**TRA Tariff No. 1  
Section 5  
Original Page 2**

**Wastewater Utility Service**

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**OVERNIGHT RENTAL COMMERCIAL SEWER SERVICE TERRITORIES**

<b>Service Territory</b>	<b>County</b>	<b>TRA Docket No.</b>
Genesis Villages	Cumberland	11-00081

**Issued: October 23, 2012**

**Effective: December 4, 2012**

# **Attachment J**

## **Assumption Basis For Cost Estimates**

**1 Telephone/Telemetry**

Current monthly cost for telemetry service for each subdivision. Genesis Village Estates has a lift station and a treatment system that needs monitored. IRM will need two telemetry systems that are web based that is presently being billed at \$347.49 per year for one unit. Genesis will require two units. One for the lift station and one for the treatment system for a current cost of \$694.98 per year.

**2 Electric**

Our experience has been that electric costs are approximately \$55 per month for each subdivision. Electric Utilities costs and increases are based on many factors including coal prices, source prices, the value of the dollar against foreign markets, NASDAQ and Futures Indexes, and many other variable inputs. This price is from existing systems and IRM's best estimated cost with an annual inflation increase of 3%.

**3 Quarterly Monitoring - Analysis**

According to the State Operating Permit of TDEC, the required analysis of Genesis Village Estates is BOD<sub>5</sub>, Ammonia-Nitrogen and Nitrate-Nitrogen. The cost of the analyses are \$42.00, \$37.75, and \$31.50 respectively, for a total of \$111.25 per quarter or \$445.00 per year. A management multiplier of 1.3 yields an annual cost of \$578.50 pr year or \$48.20 per month. This is in line with most other systems as this may required in the future has additional bacterial analysis for Escherichia coli which is not included in this estimate. This price is from existing systems and IRM's best estimated cost with an annual inflation increase of 3% AIR and CLI etc. to the best of our knowledge is proposed.

**3 Quarterly Monitoring - Sampling**

5 hours per Quarter @ \$30.00 per hour **plus** travel of 255 miles round trip to site and laboratory @ **\$0.505 (allowed by the federal government per mile), plus** \$20.00 Reporting Fee. This price is from existing systems and IRM's best estimated cost with an annual increase of 3% AIR and CLI etc.

**Monthly OnSite Inspection to 8/13/2013**

Monthly: 6 hours per trip @ \$30.00 per hour **plus** travel of 228 miles round trip @ **\$0.505 (allowed by the federal government per mile) plus** .5 hours making notes. This price is from existing systems and IRM's best estimated cost with an annual inflation increase of 3%.

**Bi-Monthly OnSite Inspection after 8/13/2013**

This is being required on all TDEC, SOP Permit Renewals not included in previous CCN Petitions. IRM is anticipating this cost due to past renewals from TDEC, SOP Permits: This will require two trips per month to the site at 6 hours per trip @ \$30.00 per hour **plus** travel of 228 miles round trip @ **\$0.505 (allowed by the federal government per mile), plus** 2 hours filling out TDEC Reports. This price is fbased on the experience of existing systems and IRM's best estimated cost with an annual inflation increase of 3%. IRM is employing an Operation and Maintenance Schedule that reduces these costs.

**4 Billing**

Billing includes the time needed to write letters to late paying customers, communication with address changes, owner changes, adding customers calls to customers, etc. Associated with billing is going to the Post Office box each day, logging in the billing program to credit accounts, prepare deposits, calculate escrow, and making deposits at the bank. The time necessary to complete billing is 16 hours per month @ \$12.50 per hour. In addition, there are 16 trips per month to the bank and post office per month of 16 round trip miles @ \$0.505 (allowed by the federal government per mile) with an additional 2 hours of clerical work @ \$12.50 per hour. In addition to these amounts, billing also includes the following: office phone @ \$113.25 per month, fax phone @ \$24.00 per month, billing program maintenance @ \$84.47 per month, postage @ \$33 per month, postcard stock @ \$16.80 per month. This totals to \$625.80 per month. IRM currently has 90 customers, so this cost would equal \$6.95 per customer per month. Genesis Estates is expected to have approximately 10 customers over the next five years which would bring their subdivision cost to \$69.53 per month.

**STEP Inspections**

3 hours per Month @ \$30.00 per hour plus travel of 85 miles round trip @ \$0.505 per mile \* 1 occurrences per Month.

**5 Permit Fee**

TDEC Annual Permit Fee of \$350 per subdivision.

**Office Administration**

Annual cost = \$12,000. IRM currently has 90 customers. Genesis Estates is expected to have approximately 10 customers over the next 5 years bringing this total to 100. Therefore, cost allocation to Genesis Estates will be 10% (10/100) or \$1,200.

**Office Rental**

Annual cost = \$6,000. IRM currently has 90 customers. Genesis Estates is expected to have approximately 10 customers over the next 5 years bringing this total to 100. Therefore, cost allocation to Genesis Estates will be 10% (10/100) or \$600.

**Regulatory**

Annual cost = \$1,200. IRM currently has 90 customers. Genesis Estates is expected to have approximately 10 customers over the next 5 years bringing this total to 100. Therefore, cost allocation to Genesis Estates will be 10% (10/100) or \$120.

**6 Accounting**

Annual cost = \$5,000. IRM currently has 90 customers. Genesis Estates is expected to have approximately 10 customers over the next 5 years bringing this total to 100. Therefore, cost allocation to Genesis Estates will be 10% (10/100) or \$500.

**7 Legal**

Annual cost = \$14,400. IRM currently has 90 customers. Genesis Estates is expected to have approximately 10 customers over the next 5 years bringing this total to 100. Therefore, cost allocation to Genesis Estates will be 10% (10/100) or \$1,440.

**8 Federal Tax Preparation**

Annual cost = \$1,460. IRM currently has 90 customers. Genesis Estates is expected to have approximately 10 customers over the next 5 years bringing this total to 100. Therefore, cost allocation to Genesis Estates will be 10% (10/100) or \$146.

**9 Ad Valorem Taxes**

Annual cost = \$1,800. IRM currently has 90 customers. Genesis Estates is expected to have approximately 10 customers over the next 5 years bringing this total to 100. Therefore, cost allocation to Genesis Estates will be 10% (10/100) or \$180.

**10 Federal Mileage Information**

Supporting Information Page #



**Attachment K**  
**Court Order of Dismissal**  
**Between IRM and GVES**

RX Date/Time  
SEP-29-2015 11:3409/29/2015 11:11 6157261776  
FARRIS BOBANGOP.002  
6157261776 P.02

## IN THE CHANCERY COURT OF WARRANT COUNTY, TENNESSEE

INTEGRATED RESOURCE MANAGEMENT,  
INC.

Plaintiff,

v.

HOMELAND COMMUNITY BANK,

Defendant,

v.

GENESIS VILLAGE ESTATES TOWNHOMES,  
LLC,

Movant-Intervenor

**FILED**  
9:55am  
OCT 01 2015**MYRA D. MARA**  
Clerk & Master

No: 12572

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ORDER OF VOLUNTARY DISMISSAL

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This matter came before this Court on the Joint Notice of Voluntary Dismissal filed by Plaintiff, Integrated Resource Management, Inc. ("IRM"), Defendant, Homeland Community Bank, and Defendant / Counter-Plaintiff Genesis Village Estates Townhomes, LLC pursuant to Rule 41.01 of the Tennessee Rules of Civil Procedure. This Court being otherwise fully advised in the premises, it is hereby

ORDERED that this case be and hereby is voluntarily dismissed with prejudice, with any remaining court costs to be taxed to Plaintiff, IRM.

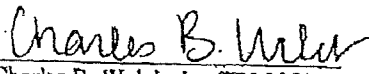
ENTERED this 1 day of ~~September~~, 2015.~~October~~
  
 Chancellor Larry B. Stanley, Jr.

APPROVED FOR ENTRY

RX Date/Time  
SEP-29-2015 11:34

09/29/2015 11:11 6157261776  
FARRIS BOBANGO

6157261776 P.003  
P.03

  
Charles B. Welch, Jr. (TN 005593)  
FARRIS BOBANGO PLC  
414 Union Street, Suite 1002  
Nashville, TN 37219  
(615) 726-1200

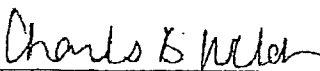
**CERTIFICATE OF SERVICE**

The foregoing instrument has been forwarded by email and U.S. Mail, first-class postage prepaid to:

William L. Penny  
J. Patrick Warfield  
511 Union Street, Suite 2300  
Nashville, Tennessee 37219  
(615) 724-3200  
bpenny@burr.com  
pwarfield@burr.com

Thomas T. Pennington  
Lynda M. Hill  
150 3<sup>rd</sup> Avenue South, Suite 1900  
Nashville, Tennessee 37201  
tpennington@fbtlaw.com  
lhill@fbtlaw.com

on the 23 day of September, 2015.

  
Charles B. Welch, Jr., Esq.

**Attachment L**  
**CBWS Prefiled**  
**Testimony**

**Q. Would you state your name for the record, please?**

A. My Name is Tim Huddleston.

**Q. By whom are you employed, Mr. Huddleston, and what is your position?**

A. I am the President of Cumberland Basin Wastewater Systems, LLC. (CBWS)

**Q. How long have you been employed by CBWS?**

A. Since its inception in 2006.

**Q. Please briefly describe your education and experience background.**

A. I have a degree in Civil Engineering from Tennessee Technological University. I have an inactive status Professional Engineer License in Tennessee. My 38 year career includes 5 years with Consultant Engineers, 5 years as City Engineer for the City of Cookeville, and 28 years constructing water and wastewater collection, treatment and disposal systems.

**Q. Please describe the area known as Genesis Village Estates Townhomes (GVET) CBWS proposes to service.**

A. Genesis Village Estates Townhomes is located in Cumberland County. This property is owned and being developed by GVET, LLC. (the developer). GVET is composed of 71 Townhomes that are incorporated within its site plan and anticipate an additional 29 townhomes in the future.

**Q. Does a need presently exist for a wastewater provider in GVET?**

A. Yes. As mentioned in our Petition, GVET is presently without a wastewater provider. Neither Cumberland County nor any of the local utility districts or municipalities intend to provide wastewater service to this area. As a result, the only wastewater alternative GVET apart from CBWS would be individual septic tanks which would not be practical due to limited acceptable soils.

**Q. Mr. Huddleston, what is the purpose of your testimony in this case?**

A. The purpose of my testimony is to present information to the TRA on the managerial, financial, and technical capabilities of CBWS.

**Q. Mr. Huddleston, does CBWS possess the managerial capabilities to operate a wastewater utility?**

A. Yes. CBWS, along with its outside consultants and contractors, has the managerial capability to provide wastewater utility services. We have successfully managed other wastewater related entities. In addition, CBWS has contracted with WHN Consulting and Bradley Arant Boult, Cummings, LLP. to provide it with the regulatory, accounting and legal expertise that it will need to carry out its managerial duties.

**Q. Mr. Huddleston, please describe the financial capabilities of CBWS.**

A. CBWS possesses the financial capability to provide wastewater utility service. Naturally, without proper financial capability, the wastewater infrastructure couldn't be built in the first place. However, CBWS has also secured a letter of credit to assure the continued performance of wastewater service for the Bluffs and request that credit be sufficient for GVET also.

**Q. Mr. Huddleston, please describe the technical capabilities of CBWS.**

A. CBWS, along with its outside consultant and contractors, has the technical capability to provide wastewater utility services. Specifically, CBWS has contracted with Mr. Darian Dykes, an experienced Certified Class IV Wastewater Operator, to provide it with the operating and maintenance capabilities that it will need to carry out its technical duties.

**Q. Mr. Huddleston, please provide the design capacity of the system.**

A. 30,000 GPD

**Q. Mr. Huddleston, please provide a breakdown of Contributions in Aid Of Construction.**

A. Land owned or use by Easement \$22,586.00  
STEG tanks \$603,500.00  
Pump Station and associated components \$5,000.00  
Telemetry systems \$20,000.00  
Effluent collection pipe \$70,000  
Treatment system (separate components where feasible e.g. drip lines, Advantex filter system, etc.)  
+ Any other components  
Bioclere Contact Treatment Equipment \$150,000

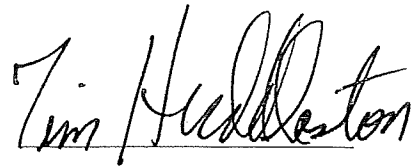
W&O Installation of Treatment Plant Equipment and Furnish and Install Drip Field  
Material Total \$387,000.00.

**Q. Does this conclude your testimony?**

**A. Yes, it does.**

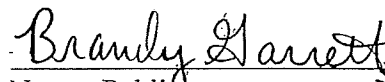
# AFFIDAVIT OF TIM HUDDLESTON

Tim Huddleston, being duly sworn, deposes and says that he is the same Tim Huddleston referred to in the prefiled testimony on behalf of Cumberland Basin Wastewater Systems, LLC before the Tennessee Regulatory Authority; that he has read such testimony and is familiar with its contents; and that the contents of that testimony are true, correct, accurate, and complete to the best of his knowledge, information and belief.



Tim Huddleston

Subscribed and sworn to me before this 16<sup>th</sup> day of September 2016.

  
Notary Public

My Commission expires: 5-22-18

