



851 Aviation Parkway  
Smyrna, TN 37167

June 28, 2018

Mr. David Foster, Director Utilities Division  
Tennessee Public Utility Commission  
502 Deaderick St., 4<sup>th</sup> Floor  
Nashville, TN 37243

Re: Docket 17-00146 Petition of Tennessee Wastewater Systems, Inc. to Amend Its Certificate of Convenience and Necessity to Expand Its Service to Include a Development in Grainger County Known as Lighthouse Pointe

Mr. Foster:

In response to the data requests submitted to TWSI by the Commission regarding the above referenced petition, TWSI responds as follows:

1. Provide a copy of all contracts or agreements between builders of the treatment and/or collection system and the property and/or subdivision developer.

RESPONSE: The Sewer Service Agreement between TWSI and the HOA was filed in the docket on June 22, 2018. TWSI has no agreements regarding the collection system installation. The collection system was installed by the previous developer for the subdivision several years ago. The Design Build Agreement between the Lighthouse Point HOA and Adenus Solutions Group is attached as Exhibit 1, and copies will be filed per Commission rules.

2. The Sewer Service Agreement's signed and notarized Affidavit provided on June 25, 2018 was reversed in the verbiage as to RoseMarie Cannuscio (Secretary of HOA) and Brenda Smyre, Notary. The Affidavit for Fred Pickney's Direct Testimony spelled Suzanne Christman's name as Suzanne Christmas. Please provide new Affidavits or Scrivener's Affidavits correcting the errors.

RESPONSE: Affidavits of Correction are attached as Exhibits 2a and 2b to reflect corrections to these errors.

3. Please file the proposed tariff page (information purposes) that identifies Lighthouse Pointe as the entity that the CCN Petition supports. The legend of page number can be left off till TWSI files the tariff for approval.

RESPONSE: See attached Exhibit 3.

4. Please identify the certified operator that will be responsible for Lighthouse Pointe.

RESPONSE: Justin Geautreax.

5. Provide documentation showing that the Developer is registered with the Secretary of State in Tennessee.

RESPONSE: See attached Exhibit 5.

6. Will the Utility be compensated for its inspections of the wastewater system (as required in the Sewer Service Agreement) prior to owning the system?

RESPONSE: No.

Please let me know if you have any additional questions or concerns.

Regards,



Jeff Risdien  
General Counsel

Tennessee Wastewater Systems, Inc.

# EXHIBIT 1

## CONSTRUCTION - DESIGN / BUILD AGREEMENT

THIS DESIGN / BUILD AGREEMENT (this "Agreement") is made and entered into as of this 21st day of July, 2018 (the "Effective Date"), by and between Lighthouse Pointe Homeowners Association, me., a Tennessee nonprofit corporation ("Developer"), and Admus Solutions Group, LLC, a Tennessee limited liability company ("Contractor").

### RECITALS:

WHEREAS, Developer is the owner of parcel 001.00 of tax map 077A of Grainger County, Tennessee in the Lighthouse Pointe subdivision (the "Property"), which Property is more particularly identified on the Site Map attached to this Agreement as Exhibit A;

WHEREAS, Developer desires and intends: (i) to develop a certain wastewater sewer collection, treatment, and disposal system (the "System") on the Property (the development of the System, hereinafter, the "Project"), to provide wastewater service to parcels 002.00, 003.00, 004.00, 005.00, 006.00, and 007.00 of tax map 077A of Grainger County, Tennessee, the location, configuration, scope, site and description of which System and Project are more particularly detailed and set forth on the Plans attached to this Agreement as Exhibit B; and (ii) to engage Contractor to provide to Developer certain design, engineering, construction, and development services (as more particularly described and identified in Section 1 below, the "Services") with respect to the Project; and

WHEREAS, Contractor desires and intends to provide the Services for the consideration and upon and subject to the terms, provisions and conditions set forth in this Agreement, and

WHEREAS, Developer and Contractor each desire and intend to set forth their entire understandings and agreements with respect to the Project in this Agreement;

### AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of Ninety Thousand and 00/100 Dollars (\$ 90,000.00), the foregoing, the terms, provisions and conditions set forth below, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Contractor hereby agree as follows:

1) **SERVICES.** Contractor agrees to perform, provide or cause to be performed or provided the permitting, engineering and design, construction, and coordination of the Project as follows:

- |                            |   |
|----------------------------|---|
| a) Permitting:             | Coordinate and receive permits from the State of Tennessee ("State").                                     |
| b) Engineering and Design: | Design the System and receive approval of the System from the State and Tennessee Wastewater Systems Inc. |
| c) Construction Services:  | Construct the System per the plans approved by the State.   |

**d) Work:**

Contractor shall furnish all labor, supervision, materials, equipment, tools, scaffolding, machinery, transportation, and supplies necessary to complete the installations and improvements (all of the foregoing, the "Work") shown and/or described in those certain plans, dated as of January 15, 2018, drafted by Marshall Fall, and attached hereto as Exhibit B.

The Work shall be performed in accordance with such plans and specifications in a good and workmanlike manner, shall meet all industry standards, and all material and equipment used in the Work shall be new and the best of their respective kinds, except as otherwise expressly specified or agreed in writing. Contractor warrants that the Work performed by it shall be free from defects in material and workmanship arising from normal usage from the time the system improvements are made and/or conveyed to TWS and for a period of one (1) year from the date TWS obtains customers in twenty-five percent (25%) of the platted lots connected to the system. Contractor warrants that for equipment furnished and/or installed but not manufactured by Contractor, Contractor will extend the same warranty terms and conditions which Contractor receives from the manufacturer of said equipment. For equipment installed by Contractor, if Owner provides written notice to Contractor of any such defect within thirty (30) days after the appearance or discovery of such defect, Contractor shall, at its option, repair or replace the defective equipment. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, AND MAY BE PASSED THROUGH TO THE UTILITY.

**e) Expected Time to Complete:**

Contractor will schedule the time to begin the Work once TPUC has granted TWS a Certificate of Convenience and Necessity to serve this Project. Contractor estimates this Project to require twelve (12) to fifteen (15) weeks for completion.

**f) Acceptance:**

Guarantee acceptance of the system by Tennessee Wastewater Systems, Inc. and passing of the final inspection by the State, and any other applicable agencies.

**g) General Coordination:**

As required and mutually agreed.

**h) No Liens**

Contractor shall complete the Work in accordance with the Plans and Specifications and the Work shall be free of any laborers', materialmens', mechanics', or any other liens on any part of the Work and Contractor shall not permit any such lien to be filed or otherwise imposed on any part of the Work. In the event any such lien is filed against the Work,

Contractor 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 Developer.

- 2) **COMPENSATION.** Developer and Contractor agree that Contractor will be paid for providing the Services in phases according to the following schedule:

- a. \$ 22,500.00 due 10 days prior to the start of construction of the treatment facility,
- b. \$ 45,000.00 due at 50% completion, and
- c. \$ 22,500.00 due within 15 days of approval and acceptance of the Work by Tennessee Wastewater Systems, Inc.

Payment for additional services listed on Exhibit C shall be due and payable upon completion and will be invoiced with thirty (30) day payment terms.

- 3) **DEVELOPER RESPONSIBILITY.** Developer agrees that the following responsibilities and obligations are solely those of the Developer and agrees to perform the following as specified by Contractor:

- a) **Site Assessment.** Developer will provide Contractor with a 2' Interval Topographic Survey prepared by Registered Surveyor in the State of Tennessee, Extra High Intensity Soils Map prepared by a Certified Soil Scientist in the State of Tennessee, Boundary Survey and Preliminary Plat of the above-mentioned project, and any other relative site assessment information as required. These documents have been provided. For the separate fee listed in Exhibit C, Contractor shall provide an updated final plat.
- b) **Site Condition.** Developer is responsible to stake the boundaries of "construction activity" and areas that are soil mapped for the System and maintain the grid staking references until construction activity has begun. Developer must provide a clean (mowed, cleared, etc.) area for construction activity, as determined by Contractor. Contractor will clear the Treatment Facility footprint and wooded drip areas. For the separate fee listed in Exhibit C, Contractor shall clear these areas and stake the boundaries of the construction site and soil areas.
- c) **Access Road.** Developer is responsible for properly constructing and maintaining an access road, to include any permanent or temporary bridges or creek crossings, for construction activities on the Property and with respect to the Project that is capable of accommodating 80+ triple axle dump trucks. This access road must be constructed and passable for the intended purpose prior to the Contractor starting the Work. This access road is to be maintained by Developer until such time that Tennessee Wastewater Systems, Inc. accepts the system. The existing road is sufficient for access for construction activities.

- d) **Electrical Service.** Developer is responsible for providing Single Phase, 220V service (200-amp service) to the Project, as designated on the Site Map and/or on the site plan to be prepared by Contractor, which electrical service shall be underground. For the separate fee listed in Exhibit C, Contractor shall extend electrical service to the Project, including trenching, running the conduit, and having the electric service line run.
  - e) **Amenities.** Developer is financially responsible for any upgrades/amenities that are not specified as general construction activity according to the treatment site plan to be prepared by Contractor (e.g., Vinyl fencing, landscaping, custom brick/block work, etc.). Contractor will install four (4) foot high chain link fence around primary drip field disposal areas.
  - f) **Collection System.** Developer is responsible for the installation of all aspects of the sewer collection system, to include the installation of any required Pump Stations, including excavation, plumbing, electrical service, setting any required meters and control panels, and finished grading. Developer agrees to install the forcemain from the outlet of any Pump Station(s) installed by the Developer, to the inlet of the Treatment Facility. There are existing collection lines that were installed before Contractor became involved with this Property. Contractor will evaluate these existing collection lines to determine if they pass a pressure test and otherwise comply with Tennessee Wastewater standards. If the existing collection lines fail a pressure test or do not comply with Tennessee Wastewater standards, Developer remains responsible for installing a collection system that complies with Tennessee Wastewater standards. If the existing collection system requires repair and repair is feasible, Contractor is willing to repair the existing collection system for an agreed upon separate fee depending on the extent of repairs required. If the collection system must be replaced, Contractor shall install a replacement collection system for the separate fee listed in Exhibit C.
- 4) **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER.** Developer represents, warrants, and covenants to, for, and with Contractor as follows:
- a) Developer is a Tennessee nonprofit corporation duly organized and validly existing under the laws of the State of Tennessee and is authorized to do business in the State of Tennessee and is legally entitled to own and lease its properties and to carry on its business as and in the places where such properties (including the Property) are now owned or operated;
  - b) Developer is the sole owner of the Property, which has not been conveyed, either a fee simple interest or leasehold interest, in whole or in part, to any other party;
  - c) Developer has the authority to execute this Agreement and perform its obligations hereunder, and the execution of this Agreement and performance of any duties hereunder will not conflict with, result in a breach by, constitute a default under or accelerate the performance provided by the terms of any law, or any rule or regulation of any governmental agency or authority or in any judgment, order, or decree of any court or other governmental agency to which Developer may be subject, any contract, agreement or instrument to which Developer is a party or by which Developer is bound or committed or constitute an event, which, with a lapse of time, action by a third-party and/or giving of

notice, could result in the default under any of the foregoing or result in the creation of any lien, charge, or encumbrance upon any of the assets or properties of Developer;

- d) Developer shall cooperate with Contractor in Contractor's performance of its obligations under this Agreement;
  - e) Developer shall deliver to Contractor copies of all notices and other material information relating to the Project or any portion thereof promptly after the receipt thereof by Developer;
  - f) Developer shall pay compensation to Contractor at the times and in the manner set forth above; and
  - g) Developer shall duly comply with and perform in all material respects the terms and provisions on its part to be complied with or to be performed under this Agreement.
- 5) **DEFAULT OF DEVELOPER or CONTRACTOR.** Any one or more of the following events shall constitute an "Event of Default" by Developer or Contractor:
- a) If Developer or Contractor fails to comply with or perform in any material respect any of the terms and provisions on its part to be complied with or to be performed under this Agreement;
  - b) If any one or more of the representations, warranties and/or covenants set forth above shall become untrue or be breached; and/or
  - c) If Developer or Contractor commits a fraud, makes a material misrepresentation, or commits an action involving gross negligence or willful misconduct in connection with its duties or obligations under this Agreement.
- 6) **REMEDIES IN EVENT OF DEFAULT.** Upon the occurrence of an Event of Default which remains uncured by Developer for a period of more than five (5) days, Contractor shall have the following rights:
- a) To terminate this Agreement immediately upon written notice to Developer and to receive immediate payment for all Services performed as of such date (including all reimbursables and incurred expenses [including with respect to ordered materials]);
  - b) To sue for monetary damages and/or injunctive relief; and/or
  - c) To pursue any other remedy available at law or in equity.
- 7) **REUSE OF DOCUMENTS.** All documents including any drawings and/or specifications prepared by Contractor relative to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Developer or others on extensions of the Project or on any other project, and there shall be no reuse of any kind whatsoever without the prior written consent of Contractor (which consent may be withheld by Contractor in its sole and absolute discretion). Any reuse without written consent by Contractor is prohibited

and will be at Developer's sole risk and without liability or legal exposure to Contractor; and Developer shall indemnify and hold harmless Contractor from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any verification or adaptation will entitle Contractor to further compensation at rates to be agreed upon by Contractor, and any breach of this section by Developer will entitle Contractor to pursue its legal and equitable remedies against Developer for such breach. The provisions of this section shall survive completion of the Project and/or expiration or termination of this Agreement.

- 8) **ACCESS TO THE SITE/JOB SITE SAFETY.** Unless otherwise stated, Contractor will have access to the Property for activities necessary for the performance of the Services. Developer understands and agrees that Contractor is not responsible, in any way, for the means, methods, sequence, procedures, techniques, or jobsite safety of any activity (construction or otherwise) other than the Services.

9) **INDEMNIFICATION.**

- a) Developer shall indemnify, defend, and hold Contractor, its employees, officers, directors, and affiliates harmless from any loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Developer, its employees, officers, or directors in connection with the Contract or project.
- b) Contractor shall indemnify, defend, and hold Developer, its employees, officers, directors, and affiliates harmless from any loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Contractor, its employees, officers, or directors in connection with the Contract or project.
- c) In addition to the above, Developer shall further indemnify and hold Contractor harmless of, from, against and with respect to:
  - i) Any tax lien, levy, assessment, payment, liability, penalty or other deficiency, whether disputed or not, suffered or incurred by Contractor as a result of or arising out of Developer's ownership of the Property;
  - ii) Any judgment, award, payment, settlement, cost or expense arising out of Developer's ownership of the Property, and rendered against or suffered or incurred by Contractor as a result of or with respect to any lawsuit or cause of action against or involving the Property;
  - iii) All liabilities, whether disputed or not, suffered or incurred by Contractor as a result of or arising out of Developer's ownership of the Property; and/or
- d) The indemnifying party shall be responsible for all costs and expenses, including reasonable attorney's fees, arising in connection with any of the foregoing.



- e) The provisions of this section shall survive completion of the Project and/or expiration or termination of this Agreement.

10) **ENVIRONMENTAL INDEMNITY.** In addition to the above, Developer represents, warrants and covenants to, for and with Contractor that:

- (i) there are no Hazardous Materials which have been generated and disposed of by Developer or which have been generated and disposed of by Developer and have migrated to the Property (including the ground water thereon) from any adjacent real estate owned, leased, or otherwise controlled by Developer, (except for those Hazardous Materials which may be stored on or about the Property in accordance with the Applicable Environmental Laws), as such terms are defined in the Applicable Environmental Laws, or in any regulations promulgated pursuant thereto,
- (ii) there are no underground storage tanks which are owned or operated by Developer located in or about the Property,
- (iii) Developer has not received any notice and to the best knowledge of Developer no notice has been given to any party in the chain of title to the Property, by any person claiming any violation of, or requiring compliance with, any Applicable Environmental Laws, demanding payment or contribution for environmental damage; and
- (iv) to the best knowledge of Developer no investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Materials located, on about or under all or a portion of the Property or contiguous or adjacent to the Property (provided that such contiguous or adjacent property is owned or controlled by Developer) is pending, or, to the knowledge of Developer, proposed, threatened or anticipated.

If Developer breaches any of the aforementioned representations and Contractor is required by law to undertake any remedial or removal actions in connection therewith, as defined in the Applicable Environmental Laws, or if Contractor is otherwise liable to incur costs or may otherwise be held liable to any third party in connection with such breach or for any removal or remedial actions taken with respect thereto, then, within a reasonable period of time following receipt of notice thereof from Contractor, Developer shall indemnify Contractor and hold Contractor harmless from all liabilities, damages and costs incurred by Contractor with respect to such breach including, without limitation, all claims, liabilities, loss, costs or expenses arising from the incurrence of any penalties, charge or expenses with respect thereto in defending itself against any suit or action brought by such third party, and in paying or satisfying any judgment obtained by such third party against Contractor. The obligations of Developer under this section and the indemnity given under this Agreement shall survive the Closing.

11) **INSURANCE.** Contractor shall secure and maintain such insurance as will protect Contractor from claims of negligence, bodily injury, death, or property damage which may arise from the performance of Services. Developer is not required to secure and maintain insurance if Contractor is solely responsible for performance of Services on the Property. However, in the event third parties are engaged by Developer to perform any services related

to the wastewater system construction and installation, Developer shall maintain at all times during the Project and keep in force for the mutual benefit of Developer and Contractor, commercial general liability insurance against claims for personal injury, death or property damage occurring in, on or about the Property and/or areas adjacent to the Property, to afford protection to the limit of not less than \$2,000,000 combined single limit, and such insurance shall name Contractor as an additional insured.

12) **DISPUTES RESOLUTION.** It is agreed by both parties that all unsettled claims, counterclaims, disputes or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties, or by either party if a delay in initiating arbitration or the right to file a lawsuit would prejudice its rights.

13) **MATERIALS.** If the materials or equipment necessary for the Services and/or the Project to be completed in accordance with this Agreement shall become temporarily or permanently unavailable for reasons beyond the control of Contractor, then in the case of such temporary unavailability, the time for performance of the Services and/or completion of the Project shall be extended to the extent thereof, and, in the case of a permanent unavailability, Developer shall have the right, in its sole discretion, either to terminate this Agreement or allow Contractor to proceed with the Services; provided, that if Developer elects to allow Contractor to proceed with the Services, Contractor (i) shall be excused from furnishing said materials or equipment, and (ii) shall be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.

14) **MISCELLANEOUS.**

- a) **Entire Agreement.** This Agreement shall constitute the entire contract between the parties and may not be modified except by an instrument in writing and signed by both of them.
- b) **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.
- c) **Notices.** Any notice, demand, waiver or consent required or permitted hereunder shall be in writing and shall be given by hand delivery, national overnight courier service for delivery on the next business day, facsimile, electronic mail, telegram or prepaid registered or certified mail, with return receipt requested, addressed as follows:

**If to Developer:**

Lighthouse Pointe Homeowners Association, Inc.  
C/O: John Hromco  
648 Tom Treece Rd  
Morristown, TN 37814  
johnhromco@yahoo.com

Copy to:  
Rosemarie Cannuscio

930 Whippoorwill Ter  
West Palm Beach, FL 33411  
rosemariecan72@aol.com

**If to Contractor:**  
Adenus Solutions Group, LLC  
Attn: Fred Pickney  
849 Aviation Parkway  
Smyrna, TN 37167

Any such notice shall be deemed received when sent, if sent by overnight courier, email or by facsimile, or three (3) days after posting if sent by any other method. Any party may change its address for the purpose of notice by giving written notice in accordance with the provisions of this section.

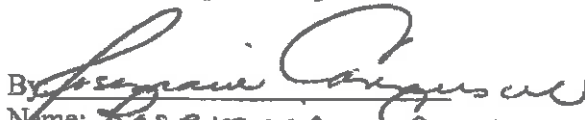
- d) **Attorney's Fees.** In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs incurred, including reasonable attorney's fee.
- e) **Section Headings.** The article or section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties.
- f) **Waivers.** Waiver by either party of any right for any default of the other party, including a waiver determined to occur as the result of an action or inaction, shall not constitute a waiver of any right for either a subsequent default of the same obligation or for any other default, past, present or future.
- g) **Partial Invalidity.** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each event the remainder of this Agreement or the application of such term, covenant or condition to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by Laws.
- h) **Survival of Representations and Warranties.** All warranties, representations, covenants, indemnities, and other agreements made in this Agreement shall survive completion of the Project and/or expiration or termination of this Agreement.
- i) **Time.** Time is of the essence with respect to every provision of this Agreement.
- j) **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

k) **Exhibits.** THE EXHIBITS TO THIS AGREEMENT ARE AN INTEGRAL PART HEREOF AND BY THIS REFERENCE ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

**DEVELOPER:**

Lighthouse Pointe Homeowners Association, Inc.  
a Tennessee nonprofit corporation

By:   
Name: Rosemarie Cannon  
Title: Secretary

**CONTRACTOR:**

Adenus Solutions Group, LLC  
a Tennessee limited liability company


By:   
Name: Charles E. Hyatt  
Title: CEO

Exhibit A

Site Map



Exhibit E

**Project Description - Plans**

**[See Attached]**

**EXHIBIT C**

**Lighthouse Pointe**

**Adenus Additional Services to Developer**

**1. Construction of Collection System (including taps)**

Laying line at \$20 per linear foot x 730 linear feet = .....\$14,600  
2 road crossings at \$1,100 each .....\$2,200  
Tap materials for 6 service connections (including box, lid, and connection) \$821  
\$17,621

**2. Plat Update .....\$900**

**3. Clearing of Site for Construction .....\$5,000**

**4. Running Electric Service to Treatment Facility Control Building**

(trenching, running conduit, running service line).....\$2,500

**5. Fencing Around Drip Fields and Treatment Facility**

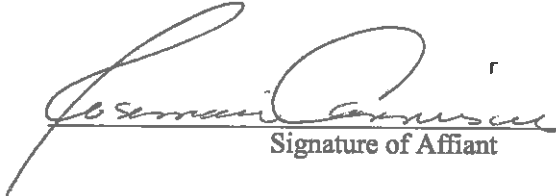
Pricing depends upon type of fence selected.....

## AFFIDAVIT OF CORRECTION

Comes the Affiant Rosemarie Cannuscio, Secretary of the Lighthouse Point Homeowners Association, and under penalties of perjury who, being duly sworn, deposes and says, to wit as follows:

The names on the Lighthouse Point Homeowners Association, Inc. Acknowledgement of the Sewer Service Agreement between Lighthouse Point Homeowners Association, Inc. and Tennessee Wastewater Systems, Inc. were inadvertently switched. The Notary Public's name should have been in the first space and mine in the second.

Further Affiant Saith Not

  
Signature of Affiant

## ACKNOWLEDGMENT


State of FL

County of Wellington

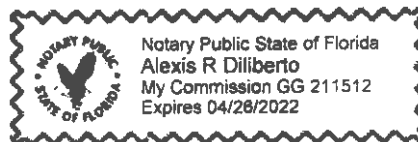
On this 27 day of June, 20 18, before me personally

appeared Rosemarie Cannuscio

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed, for the purposes therein set forth.

  
(Notary Public)

My Commission Expires 4-26, 20 22





## AFFIDAVIT OF CORRECTION

Comes the Affiant Fred Pickney, Vice President of Business Development for Tennessee Wastewater Systems, Inc., and under penalties of perjury who, being duly sworn, deposes and says, to wit as follows:

The Notary Public's name on the Acknowledgement to my pre-filed testimony in Docket 17-00146 was misspelled as Suzanne Christmas. The correct name is Suzanne Christman.

Further Affiant Saith Not



Signature of Affiant

## ACKNOWLEDGMENT

State of Tennessee

County of Rutherford

On this 27 day of June, 20 18, before me personally  
appeared Fred Pickney

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed, for the purposes therein set forth.

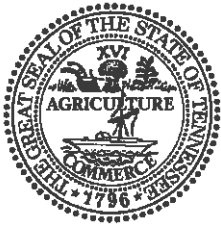


(Notary Public)

My Commission Expires December 1, 20 20



# EXHIBIT 5



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**  
**State of Tennessee**  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

## Filing Information

**Name:** LIGHTHOUSE POINT HOMEOWNERS ASSOCIATION

### General Information

<b>SOS Control #</b>	<b>000524521</b>	<b>Formation Locale:</b>	TENNESSEE
<b>Filing Type:</b>	Nonprofit Corporation - Domestic	<b>Date Formed:</b>	07/06/2006
	07/06/2006 9:12 AM	<b>Fiscal Year Close</b>	12
<b>Status:</b>	Active		
<b>Duration Term:</b>	Perpetual		
<b>Public/Mutual Benefit:</b>	Mutual		

### Registered Agent Address

JOHN HROMCO  
648 TOM TREECE RD  
MORRISTOWN, TN 37814-2018

### Principal Address

648 TOM TREECE RD  
MORRISTOWN, TN 37814-2018

The following document(s) was/were filed in this office on the date(s) indicated below:

<b>Date Filed</b>	<b>Filing Description</b>	<b>Image #</b>
03/17/2018	2017 Annual Report	B0517-6621
03/30/2017	2016 Annual Report	B0373-2495
03/15/2016	2015 Annual Report	B0215-5993
03/14/2015	2014 Annual Report	B0068-2480
01/16/2014	2013 Annual Report	A0208-1552
01/22/2013	2012 Annual Report	A0150-2020
03/27/2012	2011 Annual Report	A0112-0921
Principal Postal Code Changed From: 37814 To: 37814-2018		
Principal County Changed From: No value To: HAMBLEN COUNTY		
04/04/2011	2010 Annual Report	A0068-1655
03/12/2010	2009 Annual Report	A0009-3050
05/28/2009	2008 Annual Report	6545-1688
Principal Address Changed		
08/07/2008	2007 Annual Report	6360-1305
Registered Agent Physical Address Changed		
Registered Agent Changed		
06/17/2008	Notice of Determination	ROLL 6325
6/25/2018 3:54:46 PM		

## Filing Information

Name: **LIGHTHOUSE POINT HOMEOWNERS ASSOCIATION**

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08/16/2007	2006 Annual Report	6113-2307
06/21/2007	Notice of Determination	ROLL 6065
07/06/2006	Initial Filing	5821-0290

Active Assumed Names (if any)	Date	Expires
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