

**IN THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE**

IN RE:)	
)	
PETITION OF TENNESSEE)	
WASTEWATER SYSTEMS, INC.,)	
FOR APPROVAL TO USE ITS)	DOCKET NO. 19-00085
ESCROW & RESERVE FUNDS FOR)	
CAPITAL IMPROVEMENTS AT)	
HIDDEN SPRINGS RESORT)	

**PETITION OF TENNESSEE WASTEWATER SYSTEMS, INC.,
FOR APPROVAL TO USE ITS ESCROW & RESERVE FUNDS
FOR CAPITAL IMPROVEMENTS AT HIDDEN SPRINGS RESORT**

Tennessee Wastewater Systems, Inc. (“TWSI”, “Utility”, or “Company”) petitions the Tennessee Public Utility Commission (“TPUC”) pursuant to Tenn. Rules and Regs. 1220-4-13-.07(7) for approval to use its escrow and CIAC reserve funds for necessary capital improvements at the Hidden Springs Resort in Sevierville, Tennessee.

Hidden Springs Resort is a commercial cabin resort in Sevierville, TN. It is currently comprised of approximately 144 cabins, 114 of which are served by TWSI¹. TWSI obtained its CCN to serve Hidden Springs Resort in 2000. As with most of its other systems, the developer for Hidden Springs Resort was responsible for constructing the wastewater system and then conveying it to the Utility to own and operate. The wastewater treatment plan involved building the system in three phases, as development

¹ The remaining cabins are served by a low-pressure system owned and operated by the community’s HOA.

required, utilizing a sand filter, an Advantex pod, and finally a rotating biological contractor (RBC) that would serve up to 400 cabins. The developer went bankrupt shortly after the sand filter was constructed, so the additional phases of the treatment system were never built. The sand filter was designed and built to serve 56 cabins, however 114 were connected. Over the years the additional load on the sand filter has caused it to fail. In 2017 TWSI installed a temporary package system comprised of two FAST system units to continue treating the wastewater at the resort, but that too is no longer viable.

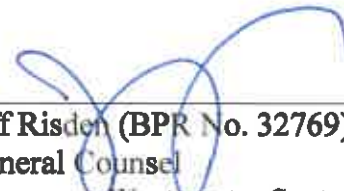
In December 2018, TDEC issued TWSI a Commissioner's Order (Exhibit 1) regarding alleged permit violations at the treatment plant. As TWSI and TDEC work to resolve the Order, the only remedy to ensure the facility operates correctly is to build a new treatment plant. TWSI has proposed building a new 45,000 gallon per day plant consisting of three Bio-Clere pods to handle the wastewater treatment needs of the 114 cabins currently connected to the system (Exhibit 2 - Plans). At the time of filing, these plans are pending approval from TDEC. TWSI has obtained a permanent easement for the land required for the new plant from the Hidden Springs Resort HOA (Exhibit 3). The cost to build this plant is estimated to be \$808,000 (Exhibit 4). TWSI and its affiliate Adenus Solutions Group, LLC will perform the majority of the work (Exhibit 5). TWSI has the funds available to pay for this work through its escrow and CIAC reserves and is requesting approval by the Commission to utilize these funds to pay for the work (Exhibits 6 and 7). The company has an escrow charge built into its monthly

rate so it will not be necessary to assess any additional charges to the rate payers for this work.

Lastly, TWSI will file in this Docket TDEC's approval letter for the plans for Hidden Springs. TWSI will also file in this Docket a monthly report detailing the progress of the construction and running costs for the new plant, which is a reporting process negotiated with the Consumer Advocate in TPUC Docket No. 16-00096. While TWSI does not anticipate any budget overruns, TWSI will file with the Commission a Notice once spending hits eighty (80%) percent of the estimated budget. At such time, TWSI will notify the Commission whether the Utility will seek approval of the use of any additional escrow or reserve funds.

The Hidden Springs expansion is the top priority for the Company to address. Work will commence as soon as approval of the funding is granted (and TDEC approves the plans). TWSI respectfully requests the Commission to grant this petition.

RESPECTFULLY SUBMITTED,



Jeff Riden (BPR No. 32769)
General Counsel
Tennessee Wastewater Systems, Inc.
851 Aviation Parkway
Smyrna, TN 37167
(615) 220-7171
jeff.riden@adenus.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was serviced via U.S. Mail or electronic mail upon:

Karen H. Stachowski
Assistant Attorney General
Office of the Attorney General
Financial Division, Consumer Advocate Group
PO Box 20207
Nashville, TN 37202
Karen.Stachowski@ag.tn.gov

This the 16th day of September 2019



Jeff Riden

**STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION**

IN THE MATTER OF:)	DIVISION OF WATER RESOURCES
)	
)	
TENNESSEE WASTEWATER SYSTEMS, INC.,)	
)	
)	
RESPONDENT.)	CASE NUMBER WPCIS-0028

COMMISSIONER'S ORDER AND ASSESSMENT

NOW COMES Shari Meghreblian, PhD, Commissioner of the Tennessee Department of Environment and Conservation, (hereinafter the "Department") and states:

PARTIES

I

Shari Meghreblian, PhD, is the duly appointed Commissioner of the Department. The Commissioner is responsible for administering and enforcing the Water Quality Control Act (the "Act"). Tenn. Code Ann. §§ 69-3-101 to -148.

II.

Tennessee Wastewater Systems, Inc. (the "Respondent") is an active corporation properly registered to do business in the state of Tennessee. The Respondent operates a wastewater treatment facility at the Hidden Springs Resort in Sevier County, Tennessee (the "site"). Service of process may be made on the Respondent through its Registered Agent, Mr. Jeff Riden at 851 Aviation Parkway, Smyrna, Tennessee 37167.

JURISDICTION

III.

Whenever the Commissioner has reason to believe that a violation of the Act, has occurred, is occurring, or is about to occur, the Commissioner may issue a complaint to the violator and the Commissioner may order corrective action be taken. Tenn. Code Ann. § 69-3-109(a). Further, the Commissioner has authority to assess civil penalties against any violator of the Act, pursuant to section 69-3-115 of the Tennessee Code Annotated, and has authority to assess damages incurred by the state resulting from the violation, pursuant to section 69-3-116.

IV.

The Respondent is a "person" and, as herein described, has violated the Act. Tenn. Code Ann. § 69-3-103(26).

V.

Seaton Branch and the unnamed tributary to Seaton Branch constitute "waters" of the state. Tenn. Code Ann. § 69-3-103(44). Pursuant to section 69-3-105(a)(1) of the Tennessee Code Annotated, all waters of the state have been classified by the Tennessee Water Quality Control Board for the following uses: to support fish and aquatic life, recreation, irrigation, and livestock watering and wildlife, and may additionally be classified for use as industrial water supply, domestic water supply, and navigation. Tenn. Comp. R. & Regs. Chapter 0400-40-04.

VI.

Any person operating a sewerage system is required to obtain a permit. Tenn. Code Ann. § 69-3-108(c).

FACTS

VII.

The Respondent operates numerous wastewater treatment systems throughout the State of Tennessee including at the Summit View Resort and the Starr Crest II Resorts in Sevier County, and the Jackson Bend Facility in Blount County. On September 16, 2014, the Division issued Director's Order WPC14-0092 to the Respondent for violations of State Operating Permit ("SOP") SOP-06035 and the Act at the Summit View Resort, including ponding and overflow of wastewater at the site. On September 17, 2015, the Division issued a Notice of Violation ("NOV") to the Respondent for violations of SOP-01033 at the Starr Crest II treatment facility including effluent overflowing from the pump and recirculation tanks, broken and exposed drip lines in the drip field, and treated wastewater entering waters of the state. On April 4, 2017, the Division issued a NOV to the Respondent for violations of SOP-01009 at the Jackson Bend Facility including pooled water within the drip field.

VIII.

The Respondent holds a valid SOP ("SOP-00068" or the "permit") for the operation of septic tanks, an effluent collection system, a recirculating sand filter ("RSF"), three AdvanTex recirculating packed-bed media filters, and a fenced drip irrigation system with the capacity to serve approximately 145 units at the site. The design capacity of the system is 0.03075 million gallons per day ("MGD"), or 30,750 gallons per day ("GPD"). The Division of Water Resources (the "Division") previously issued coverage under SOP-00068 to the Respondent on September 1, 2012. The Respondent submitted an application for renewal of permit coverage on May 1, 2017. The permit was reissued on January 4, 2018, and has an expiration date of August 31, 2022.

IX.

On or about July 25, 2017, George Garden, Chief Engineer with the Division, visited the site in response to a complaint from the President of the Homeowner's Association ("HOA") for Hidden Springs Resort and met with Mr. Bob Pickney, representing the Respondent. While onsite, Division personnel noted an existing sewage odor, evidence that the treatment system had experienced overflows and bypasses, and poorly installed above-ground drip lines. Division personnel did not observe any AdvanTex units installed at the site. Mr. Pickney acknowledged that the facility was overloaded and the original installation was unable to handle existing flows, especially during vacation periods, and stated that the ultimate solution was to relocate and expand the treatment capability and disposal fields. Mr. Pickney indicated that the Respondent had access to surplus Fixed Activated Sludge Treatment ("FAST") units that could be used as a short-term solution. Due to the immediate potential hazard to human health and the environment, Mr. Garden supported doing what they could to address the situation, including utilizing FAST units to forestall potential hazards. This conversation in response to a hazardous situation did not excuse the Respondent from the requirement to submit system modifications to the Division for written approval and in no way allowed for the Respondent to operate the treatment system permanently in non-compliance with the permit. According to Part II, Section A (4) of SOP-00068, "[t]he permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) for collection and treatment which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit." Moreover, the permit states in Part II, Section B (1) "[t]he permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility."

X.

On or before August 1, 2017, the Division received a complaint alleging that there were issues with the Respondent's wastewater treatment system at the site, including odors and sludge running onto the ground.

XI.

On August 1, 2017, Division personnel performed a complaint investigation at the site and met with Mr. Jeremy Stewart, a representative for the Respondent. During the investigation, Division personnel observed that the RSF was not operational, treatment operations had been modified to allow the use of two FAST units in place of AdvanTex units, and significant odor was coming from the RSF. Despite Mr. Garden supporting the Respondent implementing stop-gap measures on or about July 25, 2017, these changes to the treatment system had not been reviewed or approved by the Division and did not reflect the application materials submitted by the Respondent three months earlier on May 1, 2017.

Moreover, a subsequent records review indicated that the Respondent never installed AdvanTex as first required by the permit in 2006. Additionally, Division personnel observed that the fence was down in some places and effluent from the treatment system was flowing from the drip field into a ditch beside the access road. The flow continued through the lower portion of the development and into a tributary of Seaton Branch. As stated in Part I, Section A of the permit, "[i]nstances of surface saturation, ponding or pooling within the land application area as a result of system operation are not authorized by this permit. Instances of surface saturation, ponding or pooling shall be promptly investigated and noted on the Monthly Operations Report." The Respondent did not report any surface saturation, ponding, or pooling in its 3rd Quarter 2017

Monthly Operations Report ("MOR") for the months of July, August, and September. Moreover, according to Part I, Section A of SOP-00068, "[a]ll drip fields shall be fenced sufficiently to prevent or impede unauthorized entry. Fencing shall be a minimum of four feet in height. Gates shall be designed and constructed in a manner to prevent unauthorized entry."

XII.

On August 7, 2017, the Division issued a NOV to the Respondent for violations observed during the August 1, 2017, complaint investigation. The NOV detailed that by modifying the treatment system without written approval from the Division, the Respondent had violated Tenn. Comp. R. & Regs. Chapter 0400-40-02-.05. The Division requested the Respondent submit a written response to the Division describing corrective action within thirty (30) days of receipt of the NOV.

XIII.

On September 5, 2017, the Division received a reply from Mr. Charles Hyatt, President for the Respondent. In the letter, Mr. Hyatt stated that the FAST units had been utilized to replace the clogged sand filter and that a vapor barrier was covering the sand filter to minimize the odor, which was caused by raw influent flowing through the sand filter. Additionally, Mr. Hyatt claimed that the Respondent was unaware of any overland flows from the drip field and was investigating the issue. Mr. Hyatt also stated that the Division had been notified of the need for the Respondent to change the system and that the work had been coordinated with and approved by Mr. George Garden. While Mr. Garden had granted verbal approval during the July 2017 site visit due to an emergency situation, the Division never received any modifications, proposed system treatment capacities, or updated plans detailing changes to the treatment system and did not grant written approval for the changes to the system.

In the letter, Mr. Hyatt stated that the Respondent had been working with the Hidden Springs HOA and the owners of the majority of the available land in the resort to develop future plans to relocate the existing treatment plant and expand the treatment and disposal system. As part of these plans, Mr. Grant Dunn was preparing final soils maps to expand the existing drip irrigation fields. Mr. Hyatt hoped to have a plan ready for submittal to the Division within six months.

XIV.

On November 29, 2017, Division personnel performed an inspection at Summit View, a treatment facility in Sevier County also operated by the Respondent, and were accompanied by the following representatives for the Respondent: Mr. Bob Pickney, Mr. Fred Pickney, Mr. Marshall Fall, and Mr. Jeremy Stewart. After conducting the inspection at Summit View, Division personnel requested to visit the Hidden Springs treatment facility. The representatives for the Respondent agreed, and Mr. Bob Pickney brought Division personnel first to the proposed location of a new drip field. Division personnel then visited the current treatment facility and observed the following:

- The RSF was still not functional and was being used as an equalization basin. The RSF was covered with black plastic to reduce odor.
- The two FAST units onsite were still serving as the treatment component in lieu of the RSF. It was unclear to Division personnel where the flush from the FAST units was going or how the system was configured.
- The drip field was overloaded; the representatives for the Respondent agreed. Mr. Bob Pickney stated that daily flow at the site ranged from 5,000 to 30,000 GPD. Water was observed seeping out of the bank along the slope below the drip field, and a large portion of the trees in the drip field were dead, possibly from the amount of wastewater in the drip field. In addition, the entire area below the drip field behind the FAST units had ponded partially treated wastewater.
- While the RSF was not overflowing at the time of the visit, there was evidence of past overflow from the RSF.
- The fence surrounding the treatment system was down in many places and could not adequately restrict access to the site. The Respondent was required to fence the treatment area since the wastewater effluent was not tested for *Escherichia coli* ("*E. coli*").

According to SOP-00068, the Respondent was authorized to operate a “[RSF], three AdvanTex recirculating packed-bed media filters, and fenced drip irrigation system” at the site. At the time of the site visit, there was a strong sewage odor, the RSF was being used for storage, no AdvanTex units were present, and the drip field was inadequately fenced and unable to process the amount of wastewater being dosed by the system.

XV.

On December 22, 2017, the Division was copied on a correspondence from Mr. Kevin A. Dean, an attorney with Frantz, McConnel, & Seymour, LLP., to Mr. Hyatt on behalf of his client, Hidden Springs Resort. In the letter, Mr. Dean stated that the Respondent had misrepresented that it was doing business as Hidden Springs Resort as evidenced by the permit, which had been issued to “Tennessee Wastewater Systems, Inc. d/b/a Hidden Springs Resort”. Mr. Dean requested that the Respondent remove all references alleging that it was doing business as Hidden Springs Resort.

XVI.

On January 4, 2018, the Division issued an updated SOP-00068 to address Mr. Dean's concerns and clarify the identity of the permit holder. The permit had been modified to remove the d/b/a notation from the title page and accurately represent the Respondent as the permit holder.

XVII.

On January 25, 2018, Division personnel returned to the site to examine a proposed area for an additional drip field. While onsite, Division personnel met with Mr. Grant Dunn who had evaluated soil pits and provided pit profile descriptions to the Division. After evaluating the proposed drip field location, Division personnel visited the treatment area and existing drip field.

The violations observed during the November 29, 2017, inspection remained. Division personnel observed gravel backfill at the bottom of the slope behind the FAST units where a pipe had been installed to allow drainage of the area directly to a roadside conveyance. Additionally, personnel observed multiple areas where wastewater from the drip field was running off the slope and noted a strong sewage odor and dark color inconsistent with secondary treated effluent.

That same day, Division personnel collected samples of the pooled wastewater effluent above the RSF for analysis. The Division of Laboratory Services with the Tennessee Department of Health analyzed the samples for various analytes. The biochemical oxygen demand ("BOD") concentration was 45.7 milligrams per liter ("mg/L") which was above the 45 mg/L limit for BOD established by Part I, Section A of the permit.

XVIII.

On April 2, 2018, the Respondent submitted the 1st Quarter 2018 MOR for the months of January, February, and March. Although Division personnel observed wastewater within the drip field during the January 25, 2018 site visit, the Respondent did not report any surface saturation, ponding, or pooling in the report. The report indicated a BOD concentration of 107 mg/L, which exceeds the 45 mg/L limit for BOD established by the permit by approximately 138%.

XIX.

On April 4, 2018, the Division received a complaint by email from the president of the Hidden Springs Resort HOA requesting an update on whether or not the Respondent had made any changes to the sewer system to address previous concerns. The complainant alleged that the Resort continued to experience problems with odor and, at times, sludge running from their

system. The complainant wrote again on April 17, 2018, stating that Hidden Springs Resort continued to experience sewer odor throughout the Resort.

XX.

On July 20, 2018, the Division was copied on an email from the president of the Hidden Springs HOA to Mr. Bob Pickney. In the email, the president stated that there was a leaking sewer line at the site and sewage was flowing down the gravel road from the drip field. In response to the alleged leaking sewer line, Division personnel emailed Mr. Pickney on July 23, 2018, asking for an update on the status of the plant and disposal area and informing him that Division personnel planned to perform an inspection of the facility on July 25, 2018. Division personnel requested that Mr. Pickney or another representative for the Respondent attend the inspection and bring with them the latest approved plans for the treatment and disposal system and plant performance data for the previous two months.

XXI.

On July 25, 2018, Division personnel conducted an inspection at the site as planned and met with Mr. Allen Overholt, an employee of the Hidden Springs Resort, and Mr. Jeremy Stewart, a representative for the Respondent. While onsite, Division personnel were told by Mr. Stewart that the system had sustained lightning damage sometime during the evening of July 19 or the morning of July 20, 2018, which had caused a failure of the effluent pumps but did not affect influent pumps. As a result, the plant filled up and partially treated wastewater overflowed the filter berm and effluent pump station. According to the Respondent, repairs to the system were conducted by July 23, 2018, and the system was returned to operational status.

During the inspection, Division personnel observed that FAST units were still in operation in violation of the permit. Personnel also observed evidence of previous bypassing including characteristic black biomat growth and evidence of a previous significant flow on the disposal slopes of black wastewater effluent. Additionally, personnel observed exposed and damaged disposal lines on the surface of the disposal field slope and effluent freely flowing down the slope and into conveyance ditches to the creek. The fence at the site was not sufficient to prevent entry to the drip field and there was a strong sewage odor at the site despite attempts by the Respondent to control the odor emanating from the FAST units. High levels of ammonia were evident in samples taken in standing water around the FAST units, in the effluent flowing down the disposal drip field slopes, and in the ditches conveying the effluent to the streams downgradient. High levels of ammonia indicated at least incomplete treatment.

XXII.

On August 14, 2018, the Division received from the Respondent an application for a permit modification of SOP-00068. The modification application was submitted to allow future modifications of the facility, including new drip fields and relocating the facility, but did not address the current modifications to the facility, including the use of FAST units. The Division issued an Incomplete Application Letter to the Respondent on August 21, 2018, stating that the application would be considered incomplete until the Respondent submitted a certified soils map of the proposed drip field and proof of ownership of the property intended for the drip field.

XXIII.

On September 4, 2018, Division personnel returned to the site to assess current conditions and observed untreated or partially treated effluent flowing on the ground and entering an unnamed tributary to Seaton Branch. The FAST units were still in operation in

violation of the SOP, effluent was ponding within the drip field and flowing via a wet weather conveyance to the tributary, and the fence at the site was still insufficient to prevent entry to the drip field. Division personnel took water samples of the discharge, which was gray, cloudy, and had an extremely strong sewage odor, at three locations: below the drip field, below the FAST units, and at the culvert leading offsite and toward the unnamed tributary. The samples were analyzed by the State's Division of Laboratory Services the following day, and results indicated elevated *E. coli* bacteria in all three samples. The Laboratory also indicated that the "true bacterial concentration [was] assumed to be greater than the reported value."

XXIV.

The Division has calculated that the Respondent has had an economic benefit by expenses avoided or delayed in the amount of FORTY-SIX THOUSAND AND ELEVEN DOLLARS (\$46,011.00) by failing to submit plans for modifications to the treatment system to the Division for an engineering report review and delaying the installation of three AdvanTex units as required by the permit since 2006.

XXV.

During the course of the investigation, the Division incurred DAMAGES in the amount of THREE THOUSAND, TWO HUNDRED FORTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$3,246.67).

VIOLATIONS

XXVI.

By failing to comply with the terms and conditions of the SOP, as described herein, the Respondent has violated sections 69-3-108(a) and (b) and -114 of the Tennessee Code Annotated which state, in relevant part:

Tenn. Code Ann. § 69-3-108(a):

Every person who is or is planning to carry on any of the activities outlined in subsection (b), other than a person who discharges into a publicly owned treatment works or who is a domestic discharger into a privately owned treatment works, or who is regulated under a general permit as described in subsection (1), shall file an application for a permit with the commissioner or, when necessary, for modification of such person's existing permit.

Tenn. Code Ann. § 69-3-108(b):

It is unlawful for any person, other than a person who discharges into a publicly owned treatment works or a person who is a domestic discharger into a privately owned treatment works, to carry out any of the following activities, except in accordance with the conditions of a valid permit:

- (3) The increase in volume or strength of any wastes in excess of the permissive discharges specified under any existing permit;
- (5) The construction or use of any new outlet for the discharge of any wastes into the waters of the state; and
- (6) The discharge of sewage, industrial wastes or other wastes into waters, or a location from which it is likely that the discharged substance will move into waters.

Tenn. Code Ann. § 69-3-114(a):

It is unlawful for any person to discharge any substance into the waters of the state or to place or cause any substance to be placed in any location where such substances, either by themselves or in combination with others, cause any of the damages as defined in § 69-3-103, unless such discharge shall be due to an unavoidable accident or unless such action has been properly authorized. Any such action is declared to be a public nuisance.

Tenn. Code Ann. § 69-3-114 (b):

In addition, it is unlawful for any person to act in a manner or degree that is violative of any provision of this part or of any rule, regulation, or standard of water quality promulgated by the board or of any permits or orders issued pursuant to this part; or to fail or refuse to file an application for a permit as required in § 69-3-108; or to refuse to furnish, or to falsify any records, information, plans, specifications, or other data required by the board or the commissioner under this part.

XXVII.

By operating FAST systems and modifying the treatment system without written approval from the Division, the Respondent has violated Chapter 0400-40-02-.05(1) of the Tennessee Compilation of Rules and Regulations which states, in relevant part:

Construction work shall not be commenced on any new construction or major change of existing facilities ... until complete and final plans and specifications for such activities have been submitted to and approved in writing by an authorized representative of the Commissioner.

XXVIII.

By discharging untreated or partially treated wastewater to an unnamed tributary of Seaton Branch, resulting in elevated *E. coli* concentrations, the Respondent has caused a condition of pollution and has violated section 69-3-114 of the Tennessee Code Annotated. Tenn. Code Ann. § 69-3-114, which states in relevant part:

- (a) It is unlawful for any person to discharge any substance into the waters of the state or to place or cause any substance to be placed in any location where such substances, either by themselves or in combination with others, cause any of the damages as defined in § 69-3-103, unless such discharge shall be due to an unavoidable accident or unless such action has been properly authorized. Any such action is declared to be a public nuisance.
- (b) In addition, it is unlawful for any person to act in a manner or degree that is violative of any provision of this part or of any rule, regulation, or standard of

water quality promulgated by the board or of any permits or orders issued pursuant to this part...

ORDER AND ASSESSMENT

XXIX.

WHEREFORE, pursuant to the authority vested by sections 69-3-109, -115, and -116 of the Tennessee Code Annotated, I, Shari Meghreblian, PhD, hereby issue the following ORDER and ASSESSMENT to the Respondent:

1. Immediately after receipt of this Order and Assessment, the Respondent shall pump and haul all waste to a nearby sewage treatment plant ("STP"). The Respondent shall submit to the Division on or before the 31st day after receipt of this Order documentation of an agreement with a STP to accept the waste and receipts or other documentation showing daily volume pumped and hauled from the Respondent's facility. The Respondent shall continue to pump and haul all waste until the Respondent's new proposed treatment facility and drip field are fully operational and the Respondent has received written authorization from the Division. All documentation shall be submitted in duplicate to:

Chief Engineer, Division of Water Resources
Georges.Garden@tn.gov, or
William R. Snodgrass Tennessee Tower,
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243

AND

Manager of Compliance and Enforcement, Division of Water Resources
Jessica.Murphy@tn.gov, or
William R. Snodgrass Tennessee Tower,
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee, 37243

2. On or before the 31st day after receipt of this Order and Assessment, the Respondent shall submit the certified soils map of the proposed drip field and proof of ownership or land use agreement for the drip field as required to process the permit modification application. These documents shall be submitted in duplicate to the addresses listed in Item 1.
3. The Respondent shall complete the construction of the new treatment facility and drip field within six months of receiving written approval of the submitted modification plans from the Division. Upon completion, the Respondent shall submit written and photographic documentation to the Division to the addresses in Item 1. The Respondent shall not begin using the new facility until receiving written authorization from the Division.
4. The Respondent shall maintain compliance with all the provisions of the Act and the SOP at the site for a period of two years from the date of receipt of this Order. At such time, this Order will be considered closed, provided the Respondent is in compliance with all the terms of the Order and has paid all outstanding penalties and damages.
5. The Respondent shall pay a CIVIL PENALTY of ONE HUNDRED SEVENTY-THREE THOUSAND, SIX HUNDRED SIXTY-ONE DOLLARS (\$173,661.00) to the Division, hereby ASSESSED to be paid as follows:
 - a. On or before the thirty-first (31st) day after receipt of this ORDER and ASSESSMENT, the Respondent shall pay a CIVIL PENALTY in the amount of FIFTY-TWO THOUSAND NINETY-EIGHT DOLLARS AND THIRTY CENTS (\$52,098.30).

- b. If, and only if, the Respondent fails to comply with item 1 above, the Respondent shall pay a CIVIL PENALTY in the amount of THIRTY THOUSAND, FIVE HUNDRED TWENTY DOLLARS AND SEVENTY CENTS (\$30,520.70), payable on or before the thirty-first (31st) day after default.
 - c. If, and only if, the Respondent fails to comply with item 2 above, the Respondent shall pay a CIVIL PENALTY in the amount of THIRTY THOUSAND, FIVE HUNDRED TWENTY-ONE DOLLARS (\$30,521.00), payable on or before the thirty-first (31st) day after default.
 - d. If, and only if, the Respondent fails to comply with item 3 above, the Respondent shall pay a CIVIL PENALTY in the amount of THIRTY THOUSAND, FIVE HUNDRED TWENTY-ONE DOLLARS (\$30,521.00), payable on or before the thirty-first (31st) day after default.
 - e. If, and only if, the Respondent fails to comply with item 4 above as evidenced by receipt of a NOV from the Division, the Respondent shall pay a CIVIL PENALTY in the amount of SIX THOUSAND DOLLARS (\$6,000.00) per NOV, not to exceed a total of THIRTY THOUSAND DOLLARS (\$30,000.00), payable on or before the thirty-first (31st) day after default.
6. On or before the thirty-first day after receipt of this ORDER and ASSESSMENT, the Respondent shall pay DAMAGES to the Division in the amount of THREE THOUSAND, TWO HUNDRED FORTY-SIX DOLLARS AND SIXTY-SEVEN CENTS (\$3,246.67).

The Director of the Division may, for good cause shown, extend the compliance dates contained within this ORDER and ASSESSMENT. In order to be eligible for this time extension, the Respondent shall submit a written request to be received in advance of the compliance date. The written request must include sufficient detail to justify such an extension and include at a minimum the anticipated length of the delay, the precise cause or causes of the delay, and all preventive measures taken to minimize the delay. Any such extension by the Division will be in writing. Should the Respondent fail to meet the requirement by the extended date, any associated Civil Penalty shall become due on the 31st day thereafter.

Further, the Respondent is advised that the foregoing ORDER and ASSESSMENT is in no way to be construed as a waiver, expressed or implied, of any provision of the law or regulations. However, compliance with the ORDER and ASSESSMENT will be one factor considered in any decision whether to take enforcement action against the Respondent in the future. Failure to comply with any of the requirements of this ORDER and ASSESSMENT could lead to further enforcement actions, which may include additional civil penalties, assessment of damages, and/or recovery of costs.

NOTICE OF RIGHTS

Tennessee Code Annotated §§ 69-3-115, 69-3-109, and 69-3-116 allow the Respondent to appeal this Order and Assessment. To do so, a written petition setting forth the grounds (reasons) for requesting a hearing must be RECEIVED by the Commissioner within THIRTY (30) DAYS of the date the Respondent received this Order and Assessment or this Order and Assessment will become final (not subject to review).


If an appeal is filed, an initial hearing of this matter will be conducted by an Administrative Law Judge ("ALJ") as a contested case hearing pursuant to the provisions of Tenn. Code Ann. § 69-3-110, Tenn. Code Ann. § 4-5-301 *et seq.* (the Uniform Administrative Procedures Act), and Tenn. Comp. R. & Regs. 1360-04-01 *et seq.* (the Department of State's Uniform Rules of Procedure for Hearing Contested Cases Before State Administrative Agencies). Such hearings are legal proceedings in the nature of a trial. Individual Respondents may represent themselves or be represented by an attorney licensed to practice law in Tennessee. **Artificial Respondents (corporations, limited partnerships, limited liability companies, etc.) cannot engage in the practice of law and therefore may only pursue an appeal through an attorney licensed to practice law in Tennessee.** Low income individuals may be eligible for representation at reduced or no cost through a local bar association or legal aid organization.

At the conclusion of any initial hearing the ALJ has the authority to affirm, modify, or deny the Order and Assessment. This includes the authority to modify (decrease or increase) the penalty within the statutory limits of Tenn. Code Ann. § 69-3-115 (up to \$10,000 per day per violation). Furthermore, the ALJ on behalf of the Board has the authority to assess additional damages incurred by the Department including, but not limited to, all docketing expenses associated with the setting of the matter for a hearing and the hourly fees incurred due to the presence of the ALJ and a court reporter.

Any petition for review (appeal) must be directed to the Commissioner of the Department of Environment and Conservation, c/o Jenny L. Howard, General Counsel, Department of Environment and Conservation, William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Avenue, 2nd Floor, Nashville, Tennessee 37243. Payments of the civil penalty and/or damages shall be made payable to the "Treasurer, State of Tennessee" and sent to the Division of Fiscal

Services - Consolidated Fees Section, Tennessee Department of Environment and Conservation, William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Avenue, 10th Floor, Nashville, Tennessee 37243. Technical questions and other correspondence involving compliance issues should be sent to Jessica Murphy, State of Tennessee, Division of Water Resources, William R. Snodgrass Tennessee Tower, 312 Rosa L. Parks Avenue, 11th Floor, Nashville, Tennessee 37243. Attorneys should contact the undersigned counsel of record. The case number, WPC18-0028, should be written on all correspondence regarding this matter.

Issued by the Commissioner of the Tennessee Department of Environment and Conservation, on this 17th day of December, 2018.


Shari Meghreblian, PhD, Commissioner
Tennessee Department of Environment and Conservation

Reviewed by:



Patrick N. Parker
BPR # 014981
Assistant General Counsel
Department of Environment & Conservation
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, Tennessee 37243

HIDDEN SPRINGS TREATMENT FACILITY

FOR

HIDDEN SPRINGS RESORTS SEWER SYSTEM UPGRADES

SEVIER COUNTY, TN

TREATMENT FACILITY UPGRADE, DRIP DISPOSAL, AND FORCE MAIN EXT
(SOP # - 00068)

CONTENTS:

SHEET 1 - COVER SHEET
SHEET 2 - OVERALL SITE LAYOUT (1" = 100')
SHEET 3 - SOILS MAP (1" = 60')
SHEET 4 - DRIP LAYOUT (1" = 50') & DETAILS
SHEET 5 - TREATMENT SCHEMATIC
SHEET 6 - TREATMENT LAYOUT (1" = 10') & DETAILS
SHEET 7 - 40K GALLON SURGE TANK DETAILS
SHEET 8 - 20K GALLON FRIAL DOSE TANK DETAILS
SHEET 9 - TANK LID STEEL LAYOUT (GENERAL)
SHEET 10 - FM PLAN & PROFILE 0+00 - 30+00
SHEET 11 - FM PLAN & PROFILE 30+00 - 31+35 & CONTROL BUILDING
SHEET 12 - ELECTRICAL



JULY 12, 2019



ADENUS SOLUTIONS GROUP 849 AVIATION PARKWAY SMYRNA, TN 37167

MEASUREMENT OF TRENCHMAN EXL. SHALL BE TO RIGHT OF EXISTING RECORD. THIS IS TO BE USED FOR THE TRENCHMAN FACILITY. SEE DETAIL, THIS SHEET.



PUMP TANK VAULT - PLAN

NOTES:

1. TYP. PVC RIGID CROSSING SEE DETAIL (SHEET 7)

INSTALL: 1. TYP. PVC RIGID CROSSING AND RELIEF VALVE AT CROSSING. APPROX. 2.1324. 17

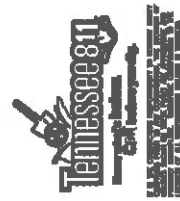
INSTALL: AUTOMATIC AIR RELEASE VALVE SEE DETAIL (SHEET 7)

INSTALL: AUTOMATIC AIR RELEASE VALVE SEE DETAIL (SHEET 7)

1. TYP. PVC RIGID CROSSING SEE DETAIL (SHEET 7)

INSTALL: AUTOMATIC AIR RELEASE VALVE SEE DETAIL (SHEET 7)

- GENERAL NOTES:
- 1) ALL SITE INFORMATION WAS SUPPLIED BY THE OWNER, OR UNLESS NOTED, THE CONTRACTOR MUST VERIFY ACTUAL LOCATIONS IN THE FIELD.
 - 2) CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. ANY UTILITIES NOT SHOWN ON THE PLANS SHALL BE LOCATED AND DEPT. SHALL BE NOTIFIED IMMEDIATELY TO THEIR OWNERS, OR EXISTING CONTRACTOR BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE UTILITY.
 - 3) THE LOCATION OF WATERWORKS COLLECTION AND REUSE SYSTEM COMPONENTS SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF THE COMPONENTS THROUGH THE OWNER AND THE UTILITY.
 - 4) THE CONTRACTOR IS TO PROVIDE AS-BUILT DRAWINGS TO THE OWNER. WATERWORKS SYSTEMS INC. (WWS) PRINTS TO THE CONTRACTOR THEIR WORK.
 - 5) ALL COLLECTION LINES SHALL HAVE A MINIMUM 1% FALLOUT OR REDUCED SLOPE UNLESS OTHERWISE NOTED.

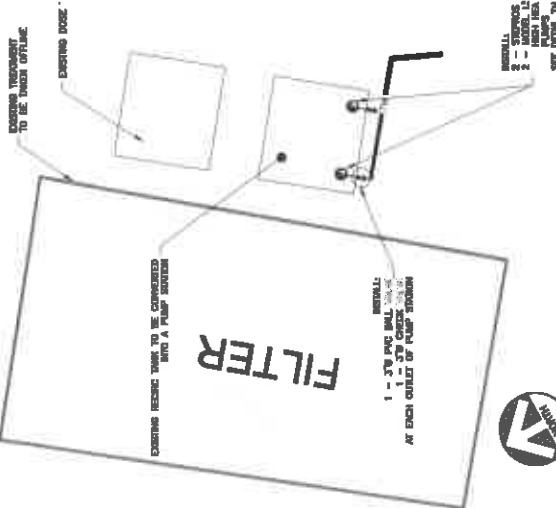


TREATMENT FACILITY SEE DETAIL (SHEET 7) FOR LOCATION AND ELEVATION DATA.



SEWER SYSTEM UPGRADES	
HIDDEN SPRINGS TREATMENT FACILITY	
LOCATED OFF HIDDEN SPRINGS WAY SEVER COUNTY, TENNESSEE	
Checked By: [Signature]	Date: [Date]
Scale: AS NOTED	PLANS PREPARED BY: [Name]
Fluoromatic PUMP TANK VAULTS	
SHEET 2 OF 12	

Adenu
SOLUTIONS GROUP



PUMP TANK VAULT - PROFILE

NOTES:

1. TYP. PVC RIGID CROSSING AND RELIEF VALVE AT CROSSING. APPROX. 2.1324. 17

PUMP STATION TIE IN



OVERALL SITE LAYOUT
SCALE: 1" = 100'

SCALE: 1" = 100'

SEE DETAIL (SHEET 7)

SEE DETAIL (SHEET 7)

SEE DETAIL (SHEET 7)

SEE DETAIL (SHEET 7)

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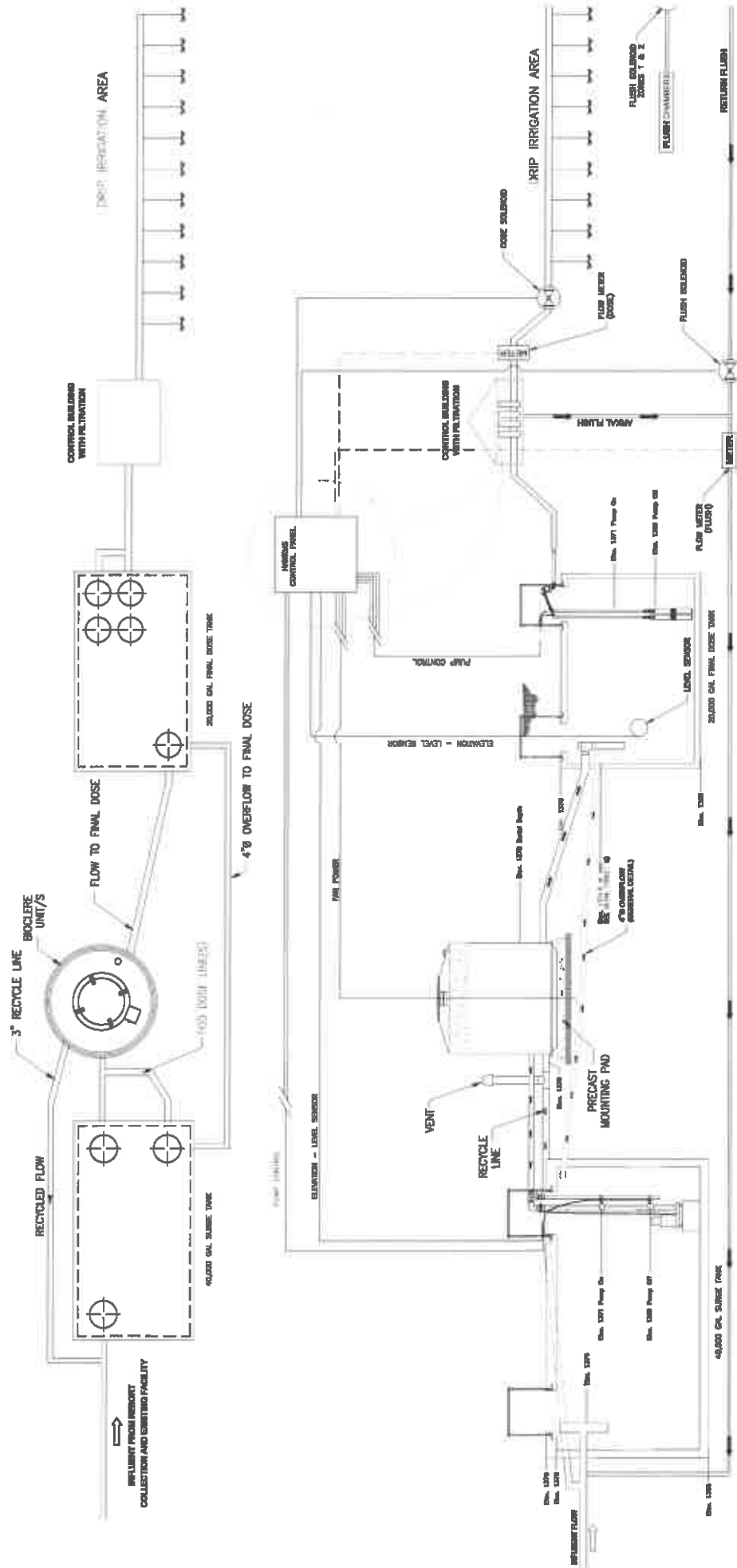
SEE DETAIL (SHEET 7)

SEE DETAIL (SHEET 7)

SEE DETAIL (SHEET 7)

SEE DETAIL (SHEET 7)





GENERAL TREATMENT SCHEMATIC

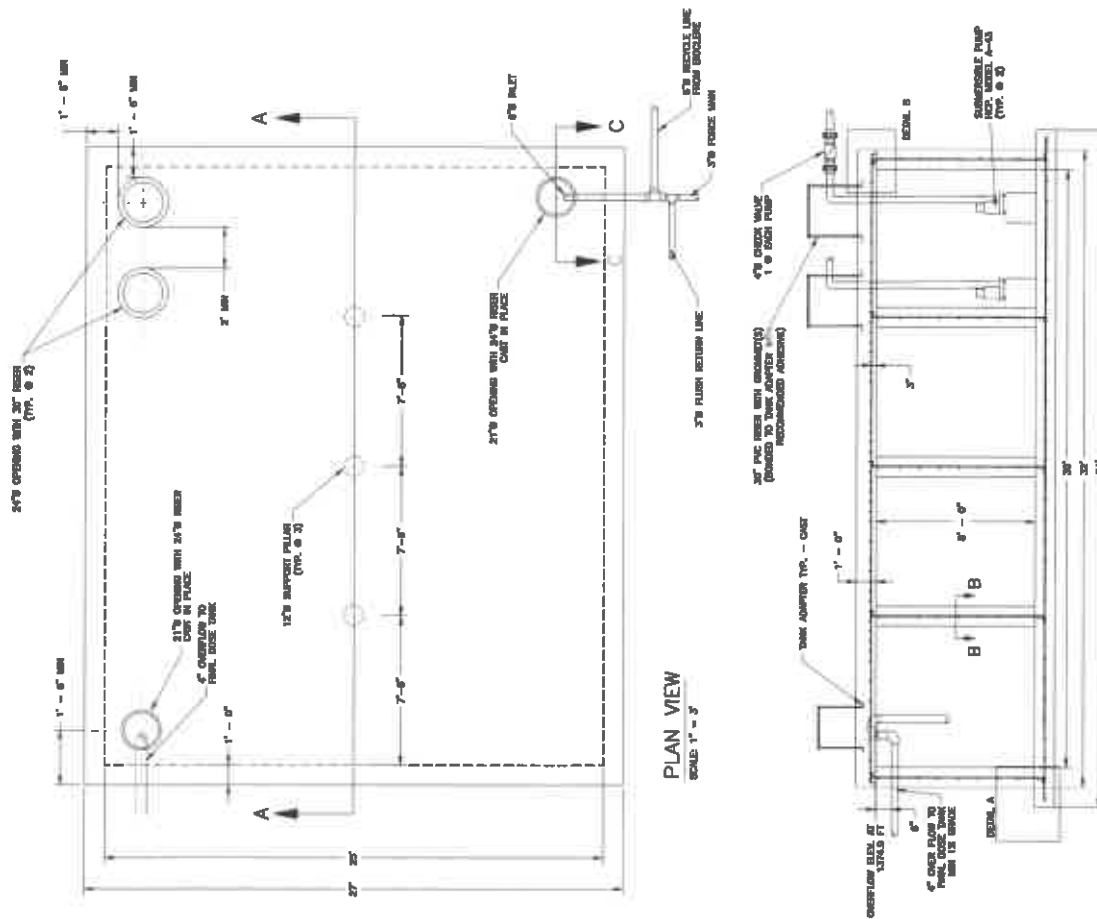
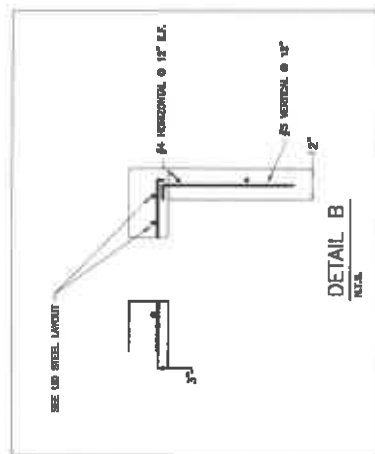
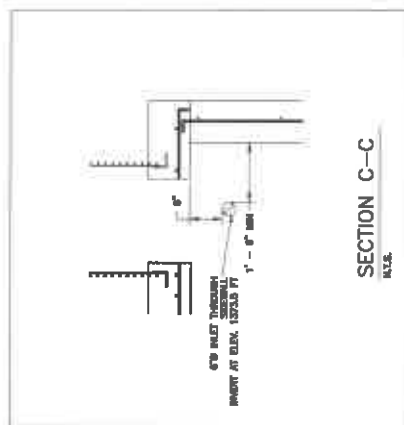
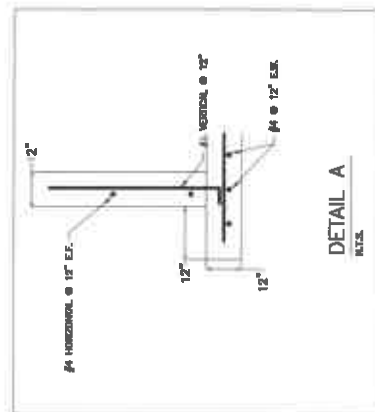
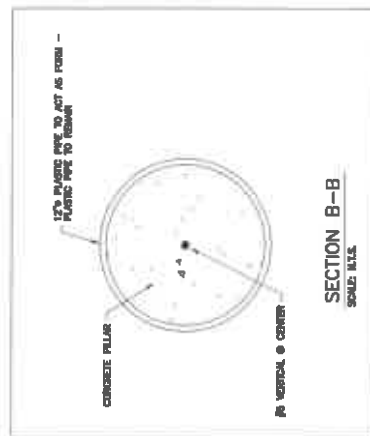
NOTES: THIS ELEVATION PROFILE IS NOT TO SCALE. ACTUAL ELEVATION OF EACH STRUCTURE SHALL BE VERIFIED AND CORRECTED PRIOR TO CONSTRUCTION. SUCH THE GROUND FLOW REMAINS AS SHOWN.



SEWER SYSTEM UPGRADES			
FOR			
HIDDEN SPRINGS TREATMENT FACILITY			
LOCATED OFF HIDDEN SPRINGS WAY			
SEWER COUNTY, TENNESSEE			
Checked by:	Drawn by:	Date:	July 12, 2019
WBF	WBF	WBF	
Scale:	AS NOTED	PLANS PREPARED BY:	
Fluorine	10441 HIDDEN SPRINGS		
SHEET: 1	OF 12		

Adenu
SOLUTIONS GROUP



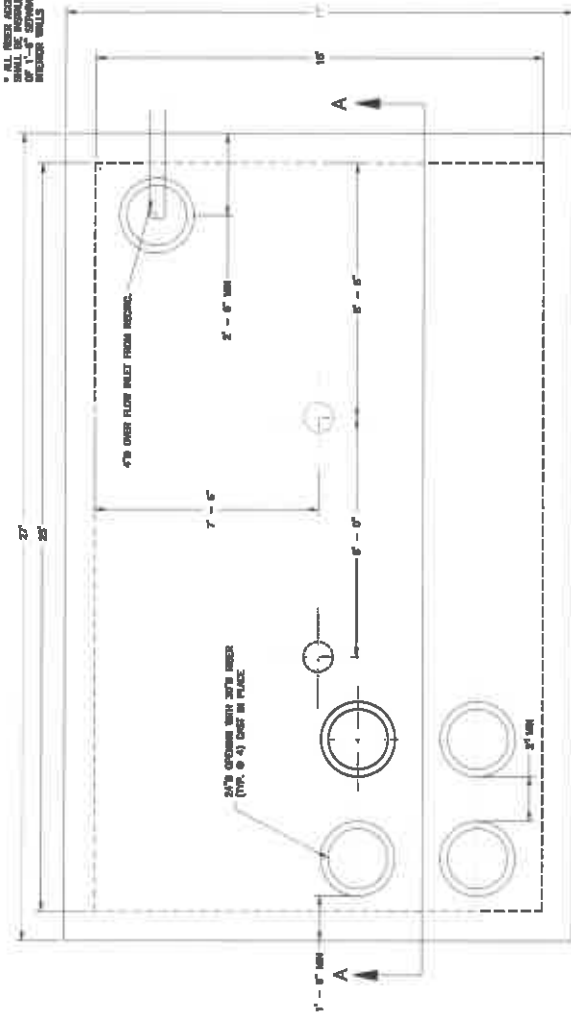


* ALL OTHER ACCESS OPENINGS SHALL BE INSTALLED AT A MINIMUM OF 1'-6" SEPARATION FROM UNEXPOSED WALLS.

40,000 GALLON SURGE/RECIRC TANK
SECTION A-A

END 1" = 1'

* ALL PRESS ACCESS OPENINGS SHALL BE ASSEMBLED AT A MINIMUM 1" FROM INTERIOR WALLS



PLAN VIEW
SCALE 1" = 2'

24" PVC INCH WITH DISCONNECTED
PUMP PIPING LEAD TO DISCONNECT
LEVEL SENSOR LEAD WITH DISCONNECT
(TYP. @ 4)

USE INTO 3" HOLE TO MAKE WITH
AT CORNER BULKHEAD (TYP. @ 4)

TANK ADAPTER TYP. - CMT

PUMP PIPING LEAD TO DISCONNECT
LEVEL SENSOR LEAD WITH DISCONNECT
(TYP. @ 4)

USE LEVEL SENSOR, USE DISCONNECT
PUMP PIPING LEAD TO DISCONNECT
(TYP. @ 4)

2" DIA. @ PVC
(TYP. @ 4)

2" CHECK VALVE
(TYP. @ 4)

24" INCH
WHEEL LAMPEN (TYP. @ 4)
SEE DISCONNECTED PIPING

DETAIL A

27'-0"

20,000 GALLON FINAL DOSE TANK
SECTION A-A
SCALE 1" = 2'

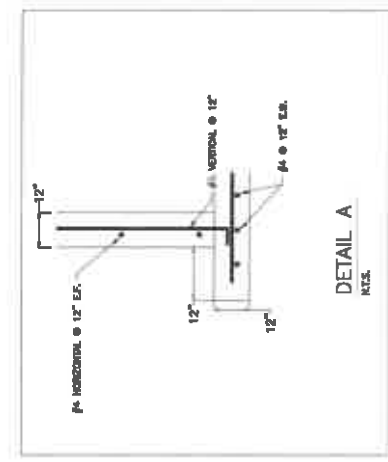


PLANS PREPARED BY:

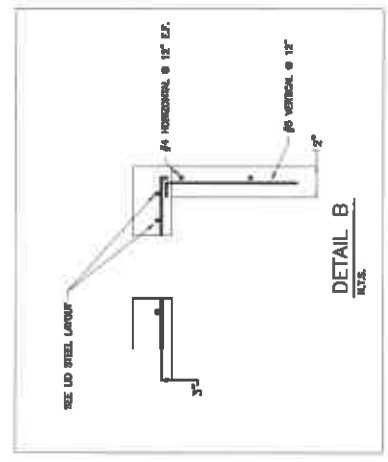
SEWER SYSTEM UPGRADES

NO. 0001
DATE 07/24/24
PROJECT 123456789

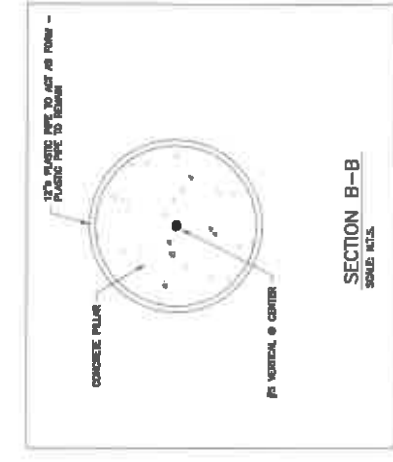
DATE 07/24/24
PROJECT 123456789
SHEET 12
TOTAL 12



DETAIL A
N.T.S.



DETAIL B
N.T.S.



SECTION B-B
SOLID N.T.S.

RESUME SCHEDULE FOR CANT-PLACE TANKS				
SIDE WALLS		END WALLS		LID (WT)
FORM, BRACKET	4"	FORM, BRACKET	4"	
FORM, STRIPS	12"	FORM, STRIPS	12"	
WALK, CHALKER	4"	WALK, BRACKET	4"	
WALK, STRIPS	12"	WALK, STRIPS	12"	
FLOOR (WT)				
BRACKET	4"	BRACKET		4"
STRIPS	12" x 12"	STRIPS		12" x 12"

FOR TOP SLAB ONLY
THE SOIL COVER OVER
IN DEPTH, OR THE S
ENGINEER

- 1) THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE SITE.
- 2) ALL DIMENSIONS SHOWN "TYPICAL" ON THIS SPECIFICATION, UNLESS OTHERWISE INDICATED ON PLANS, SHALL BE EXACT DIMENSIONS.
- 3) ALL EXISTING AND MATERIAL SHALL REMAIN IN PLACE UNLESS OTHERWISE INDICATED ON PLANS OR SPECIFICATIONS. EXISTING MATERIAL SHALL BE REUSED OR RECYCLED WHERE PRACTICABLE AND FEASIBLE. EXISTING MATERIAL SHALL BE REUSED OR RECYCLED WHERE PRACTICABLE AND FEASIBLE. EXISTING MATERIAL SHALL BE REUSED OR RECYCLED WHERE PRACTICABLE AND FEASIBLE.
- 4) THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES, STRUCTURES, AND LANDSCAPE AS MUCH AS POSSIBLE. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, STRUCTURES, AND LANDSCAPE AS MUCH AS POSSIBLE. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, STRUCTURES, AND LANDSCAPE AS MUCH AS POSSIBLE.

[illegible][illegible]

1. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY DATE 04-24-2008 BY 60322
2. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY DATE 04-24-2008 BY 60322
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9. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY DATE 04-24-2008 BY 60322
10. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY DATE 04-24-2008 BY 60322

4. THE ABOVE QUOTE COVER ITEM REQUESTED SHALL BE AS FOLLOWS:

a. MODELING CASE NUMBER	10000000000000000000	1
b. PROJECT CONTRACT NUMBER	00000000000000000000	1
c. CURRENT STATUS & DATE	00000000000000000000	1/1/00



2-1 GMS



FORCE MAIN EXTENSION
SCALE 1" = 100'
SHEET 1" OF 1"

NEW 30" DIAM. 100' FORCE MAIN
FROM EXIST. 100' FORCE MAIN

PI

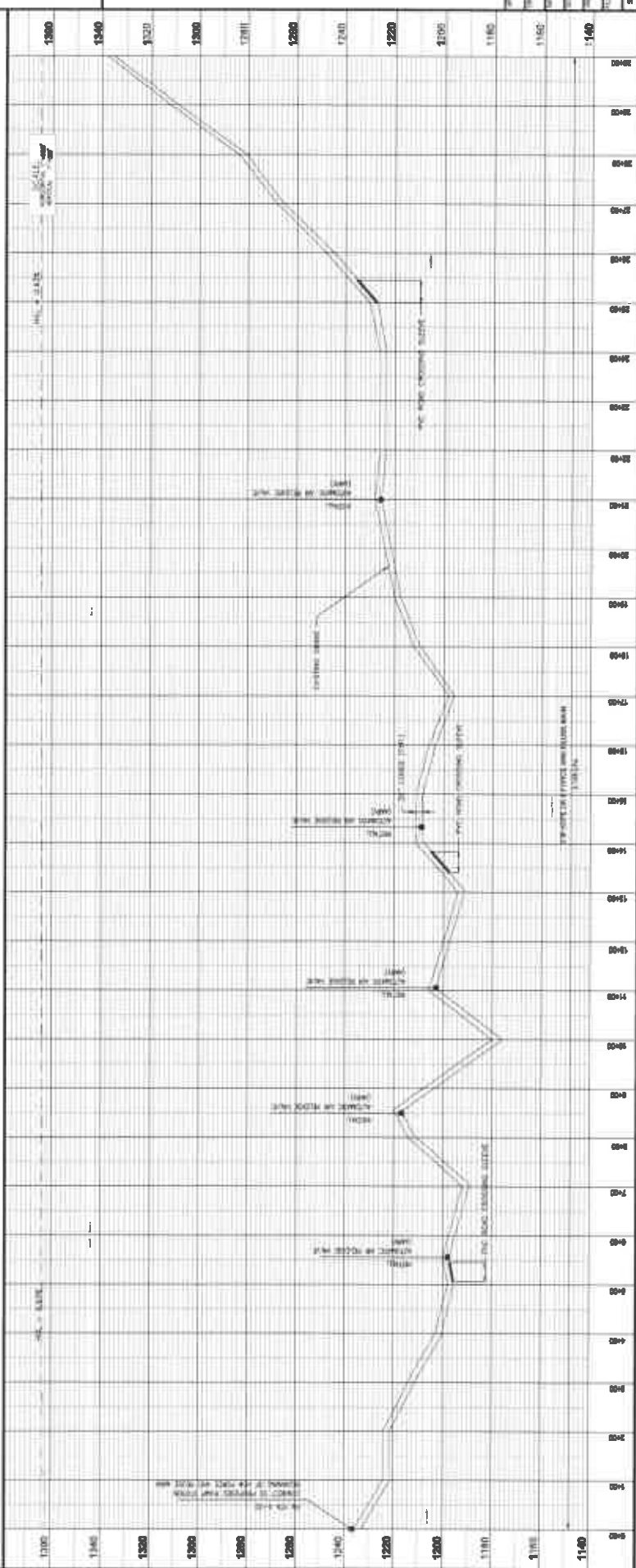
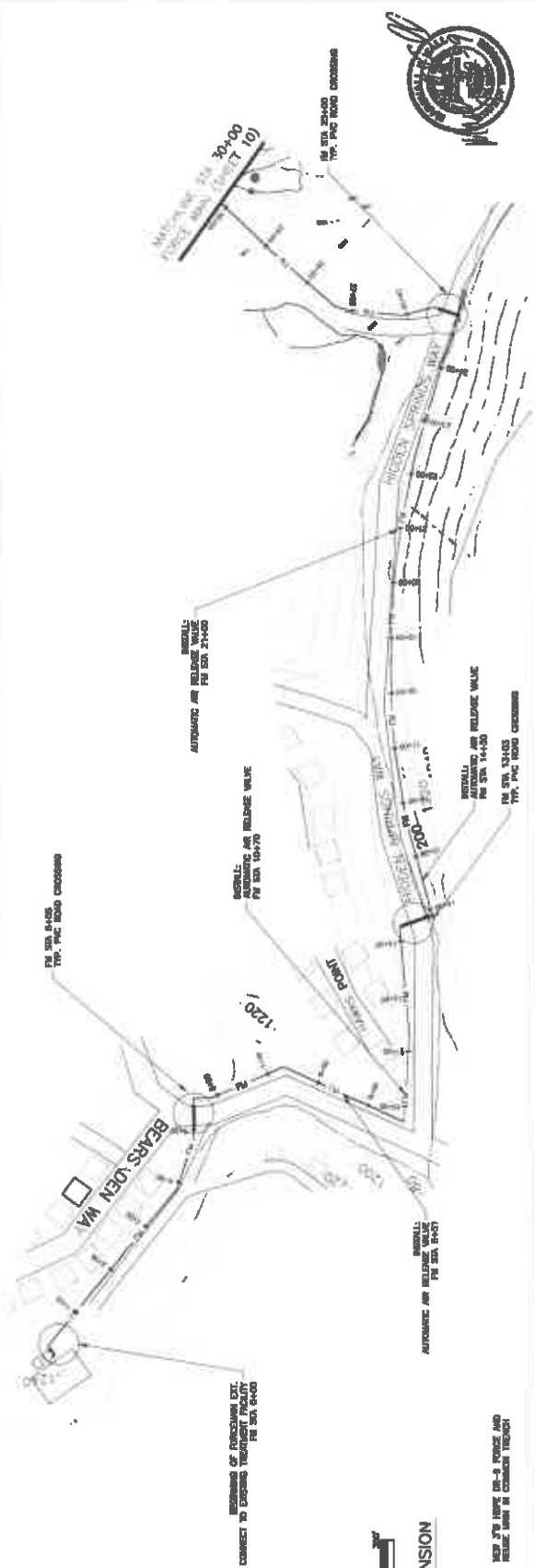


EXHIBIT 3

Prepared by:
BRIAN T. MANSFIELD, Attorney
164 North Henderson Avenue, Suite A
Sevierville, TN 37862

BOOK 2346, PAGE 382
HIDDEN SPRINGS RESORT

EASEMENT AND UTILITY AGREEMENT
(HIDDEN SPRINGS RESORT)

THIS EASEMENT AND UTILITY AGREEMENT is made and entered into this 2nd day of August, 2019, by and between HIDDEN SPRINGS RESORT OWNERS ASSOCIATION, INC. (hereinafter "HSROA"), a Tennessee not for profit corporation and ADENUS GROUP, LLC and TENNESSEE WASTEWATER SYSTEMS, INC. (hereinafter "TWS"), for the purposes of granting an easement for utility services at the Hidden Springs Resort within the Fourth (4th) Civil District of Sevier County, Tennessee:

WITNESSETH:

WHEREAS, HSROA is the homeowners' association for the Hidden Springs Resort as constituted and set out in those certain Declarations of Covenants, Conditions, Restrictions and Easements for Hidden Springs Resort of record in Book 2346, Page 382 of the Register's Office for Sevier County, Tennessee, as amended from time to time, and is authorized to act for and on behalf of the owners within the Hidden Springs Resort in regard to the use, management and maintenance of common areas and common elements within the development; and

WHEREAS, TWS has for a number of years provided wastewater utilities services to residents within a portion of the Hidden Springs Resort under contractual arrangements and under the regulatory authority of the State of Tennessee, in cooperation with HSROA, and is utilizing certain common areas in providing such utility services; and

WHEREAS, it has become necessary to expand and improve the utility facilities needed by TWS, which will require the placement of portions of the system into common areas not previously utilized for these purposes, as well as the surface restoration of certain portions of the common area currently used; and

WHEREAS the parties have reached an agreement as to the location, terms and conditions of the expansion and replacement of portions of the system and do, by this instrument, set forth the HSROA's grant of easement for these purposes and the additional terms and conditions;

NOW, THEREFORE, in consideration of the mutual promises and benefits of the parties and for the premises set forth above, the parties do hereby agree as follows:

1. HSROA grants to TWS, under the terms set forth herein, an easement to and upon that real property described in Exhibit A hereto, which description is incorporated herein by reference (the "easement tract"). The easement tract is further depicted on the survey of Jim McAleer, RLS# 1133, titled "Hidden Springs Treatment Facility and Drip Disposal Site", revise date March 27, 2019, consisting of approximately 12.72 acres, a copy of which is attached hereto as Exhibit B.

2. HSROA does grant to TWS the perpetual exclusive right to utilize the easement tract for drip fields, lines, equipment, structures, treatment facilities and any and all other uses necessary for TWS to provide sewer utility services to the 114 residents within Phase II of the Hidden Springs community under the terms and conditions of the service agreement with the owners and regulatory requirements of the State of Tennessee or other authorities. This grant of easement is intended to provide a sufficient tract to TWS and to otherwise facilitate TWS upgrading and improving its system with an expected capacity of a 60,000 gallon daily flow rate available for service of the existing 114 units served by the TWS system. Other than any use by the HSROA *not* interfering with its utility operations, the use and benefit of the easement tract shall be exclusive to TWS.

3. This grant of easement shall extend so long as TWS is the provider of sewer utility services to the 114 residents within Phase II of the Hidden Springs Resort under agreement with HSROA and regulatory authority of the State of Tennessee or subagencies thereof. It is the intent of this grant that TWS shall have the right to place, construct, operate,

inspect, repair, maintain and replace upon the easement tract all lines, equipment, facilities and elements necessary for the conveyance, treatment and handling of waste water within Hidden Springs Resort so long as TWS remains the provider of such utility services to the 114 residents therein (or expanded service to other residents as may occur in the future)

4. HSROA does further grant to TWS an easement over and across the roadways of Hidden Springs Resort and such other common areas within the resort not specifically described within this easement for the purposes of facilitating the construction, repair, maintenance and access to the easement tract and other appurtenant elements of the sewer system. Provided, however, TWS shall be responsible for the damage, repair and replacement of any and all such roadways or other common areas resulting from TWS' construction, use or activities set forth above and TWS specifically agrees to indemnify HSROA, pay and be responsible for any and all such damages either by remediation or payment to HSROA. Additionally, to the extent TWS determines that its construction activity or other activity may cause temporary interference with the roadways, access or use by the residents, TWS shall notify representatives of HSROA in advance so that the parties may undertake reasonable steps and measures to make accommodation for the residents, including temporary alternative access or scheduling such work at a time to cause the least interference and disruption to the owners and their guests.

5. The parties acknowledge, consent and agree that the grant of easement and other rights afforded to TWS set forth herein shall terminate if TWS ceases to serve as the sewer utility provider to residents within the Hidden Springs Resort for whatever reason. In such an event, the easement shall be deemed terminated and the easement tract generally restored to the condition as existed prior to the construction and modifications made by TWS, except as otherwise provided below. Provided, however, if TWS enters into a merger, name change, acquisition or similar modification to its corporate or company structure, but not materially changing the operations and functions of TWS as it pertains to Hidden Spring Resort, the easement shall remain in full force and effect.

6. The parties acknowledge, consent and agree that in the event a successor utility becomes the sewer utility provider to the residents within Phase II of the Hidden Springs Resort, an agreement may be entered into between TWS, HSROA and such successor provider in terms of the continued operation of the sewer system, the infrastructure and use of the easement tract. Nothing provided herein is intended to prohibit TWS, HSROA and such successor provider from entering into such agreements as may be beneficial, including extension, grant or transfer of this easement to the successor utility provider; assignment of the terms and conditions set forth herein; and, use of the structures and systems of TWS as may be agreed by the parties.

7. The parties further acknowledge, consent and agree that upon the completion and commencement of operations of the expanded sewer treatment facilities on the easement tract, the use of the common area currently being used off of Bears Den Way will be suspended to allow the soils to rest and replenish for future use within the system. As a condition of this easement and agreement, TWS agrees to remove and dispose of the two existing "FAST" above ground holding tanks on that site and any other visible equipment or appliances related to the sewer system. The two underground tanks shall remain in place. In addition, TWS will cover with soil as needed and seed the Bears Den Way tract in order to restore it to a grassy, natural area in harmony with the community. It is the intent to restore this tract to greenspace, then later incorporate a subsurface use of the tract when the soils recover in tandem with the upgraded facilities, but in all respects to eliminate the presence of effluent, surface wastewater and odor that has persisted thereon. The outbuilding currently existing on that tract (housing pumps and controls) shall be allowed to *remain* and shall be utilized by TWS as a pump station. Accordingly, the grant of easement set forth herein is extended to TWS for the use and access of the outbuilding for purposes consistent with this agreement.

8. The parties promise and agree, in good faith, to undertake any and all additional measures and execute any additional documents as may be reasonable required in furtherance of the agreement as set forth herein. TWS covenants and consents that construction, expansion,

systems and operations shall conform to all regulatory requirements of the State of Tennessee or other local or regulatory authorities, including, but not limited to, the erection and placement of

the system in a manner so as to not interfere with or impair Hidden Springs Resort's wells or its residents' wells or water systems. TWS further covenants and consents that all the upgrading, construction, improvements, restoration and removal activities identified or required by TWS herein shall be at its cost and not HSROA or the residents.

9. This easement and agreement shall be binding upon and for the benefit of the HSROA, its heirs, successors and assigns and to TWS under the provisions of paragraphs 5 and 6. above.

10. This agreement shall be interpreted under the laws and courts of the State of Tennessee, with Sevier County, Tennessee being the agreed venue. In the event of breach by either party, the nonbreaching party shall be entitled to, in addition to other remedies, injunctive relief and the costs incurred in enforcement, including reasonable attorney's fees and costs.

11. The parties acknowledge that they have each had an opportunity to review and consent to the terms of this Agreement, with each party incurring their own costs. This Agreement represents the entire agreement between the parties, with any verbal or extrinsic matters being of no force or effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

Hidden Springs Resort Owners Association, Inc.

By: 

Title: Resident

Adonus Group, LLC/Tennessee Wastewater Services, Inc.

By: 

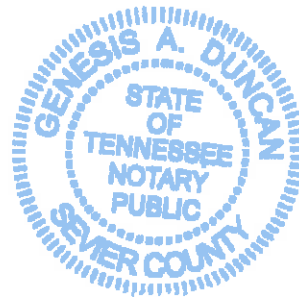
Title: CED

STATE OF Tennessee
COUNTY OF Sevier

Personally appeared before me, the undersigned, a Notary Public, Kenneth J. Lee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the Representative of HIDDEN SPRINGS RESORT OWNERS ASSOCIATION, INC., and is authorized to execute this instrument on its behalf.

WITNESS my hand, at office, this 24th August day of July, 2019.

Genesis A. Duncan
Notary Public
My Commission Expires: May 29, 2023



STATE OF Tennessee
COUNTY OF Rutherford

Personally appeared before me, the undersigned, a Notary Public, Jeff Eiden, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the CEO of Adenus Group, LLC/Tennessee Wastewater Services, Inc., and is authorized to execute this instrument on its behalf.

WITNESS my hand, at office, this 15 August day of July, 2019.

Suzanne M. Christman
Notary Public
My Commission Expires: Dec 1, 2020



HIDDEN SPRINGS BUDGET

DRIP ZONE 1:

- 9425LF 24 Distal Ends 10 Rolls
- (16) 2" Check Valves
- (2) Pressure Release Valves
- (48) 2" x ½" Tees
- (1) Normally Closed Solenoid Valve
- 240' ½" Rubber Hose
- 400' 2" PVC

DRIP ZONE 2:

- 7453LF 19 Distal Ends 7 Rolls
- (14) 2" Check Valves
- (2) Pressure Release Valves
- (38) 2" x ½" Tees
- (1) Normally Closed Solenoid Valve
- 200' ½" Rubber Hose
- 300' 2" PVC Pipe

DRIP ZONE 3A & 3B:

- 9362LF 24 Distal Ends 10 Rolls
- (16) 2" Check Valve
- (2) Pressure Release Valves
- (48) 2" x ½" Tees
- (1) Normally Closed Solenoid Valve
- 240' ½" Rubber hose
- 400' 2" PVC Pipe

DRIP ZONE 4:

- 7488LF 19 Distal Ends 7 Rolls
- (14) 2" Check Valves
- (2) Pressure Release Valves
- (38) 2" x ½" Tees
- (1) Normally Closed Solenoid Valve
- 200' ½" Rubber Hose
- 300' 2" PVC Pipe

HIDDEN SPRINGS BUDGET

DRIP ZONE 5:

- 4911LF 13 Distal Ends 5 Rolls
- (10) 2" Check Valves
- (2) Pressure Release Valves
- (26) 2" x ½" Tees
- (1) Normally Closed Solenoid Valve
- 150' ½" Rubber Hose
- 300' 2" PVC Pipe

IRRIGATION WIRING:

- 2000' Irrigation Wiring 18/10
- (1) Control Panel Enclosure w/ Back Plate

CHAMBERS:

- 400' Chambers
- (8) End Caps
- 400' 2" PVC Pipe

DRIP SYSTEM TOTAL:

- Approximately 39,000 LF Of Drip Tubing and all components for installation
- **TOTAL: \$ 52,000**

CONTROL BUILDING

- 12'x12' Control Building
- (16) 2" Victaulic Couplings
- (4) Arkal Filters Arkal 2x4
- (8) 2" Ball Valves
- (2) 2" Netafim Meters
- (1) Exhaust Fan with Humidistat
- (1) 120V Fan Heater
- (1) 2" Y Strainer
- (4) Brass 3-Way Valves
- (4) Asco Redhat Valves
- (3) Pressure Sensors

HIDDEN SPRINGS BUDGET

- (3) Pressure Sensor Cables
- (1) ¾" Bladder Tanks
- (1) 250Amp Electrical Panel
- (5) 30Amp Disconnect
- 100' 2" PVC Pipe
- Misc. PVC Fittings
- 250' Romex 12/2 Wiring
- Flush Mount LED Light Fixture
- (2) 2" Bermad Solenoids
- Misc. Electrical
- Exterior Flood Light

○ **TOTAL: \$ 43,000**

CONTROL PANEL

- Adenus Custom Panel for Treatment Facility

○ **TOTAL: \$ 45,000**

TREATMENT

- (3) 30/24 Bioclere Units
 - (3) 10" Thick 11'x11' Concrete Pads w/ 6" Crushed Stone Base
 - 15 Yards of Concrete
 - Approximately 20 Tons Crushed Gravel
- (2) HCP Model A-43 Submersible Pump
- (2) Sta-Rite L50PHFH Pumps
- (2) GE Submersible Level Sensors
- (8) 6" Check Valves
- (4) 2" Check Valves
- (6) 24" Risers
- (2) 30" Risers
- (6) 24" Cast Iron Riser Cover
- (2) 30" Riser Cover
- 1400' 4" PVC Bell End
- 1400' 3" PVC Bell End
- 9.8 Acres of Land Clearing

○ **TOTAL: \$71,000**

HIDDEN SPRINGS BUDGET

FORCE AND REUSE MAIN

- Approximately 3300LF of 3" HDPE Collection Main
- (4) 3" Electrofusion Coupling
- Road Boring for 3 Crossings

○ **TOTAL: \$ 28,000**

EQUIPMENT COST

- Rental Equipment
- Fuel and maintenance for 3 machines

○ **TOTAL: \$ 45,000**

LABOR :

- **COLLECTION AND REUSE MAIN:**

- Installation of 3300LF of 3" HDPE Collection line will require 3 weeks. Excavation of the ditch and 3 road crossings will require 2 weeks. Installation of the collection line will need 1 week with the additional week allotted to burial, road repair, and seeding ditch line.

- **DRIP SYSTEM INSTALLATION:**

- Using Plow Design construction crew can install approximately 600' of Drip Tubing per day assuming there are no complications or equipment failure. Weather permitting installation of zones 1-5 should take approximately 95 days. An extra 30 days will be needed to excavate the Supply and Return ditches and install PVC, Tees, Rubber Hose, and Drip Solenoids in all zones.

- **CONTROL BUILDING:**

- Control Building construction will be contracted out. Estimated time for construction is 2 weeks. Construction Crew will install all electrical, fixtures, and Arkal Flushing system upon completion of control building. Estimated time will be 2 weeks to completion.

- **TREATMENT:**

- Excavation, Forming, and Pouring of the Concrete pads will take approximately 1 week to complete. Installation of Infrastructure for Bioclere units, tank, and 30/24 Series Bioclere units will require an additional 3 weeks.

HIDDEN SPRINGS BUDGET

- ***Total Estimated Time to Completion will be Approximately 9 months.***

TOTAL LABOR COST: \$ 144,000

BIOCLERE UNITS

- (3) 30/24 Bioclere Units
- Subcontractor Labor & Installation
- Crane rental

TOTAL \$ 200,000

TANKS

- Custom cast-in-place concrete tanks
- 20,000 gallon final dose tank
- 40,000 gallon surge/recirculation tank
- Subcontractor Labor & Installation
- Crane rental
- Concrete pumper truck rental

TOTAL \$ 180,000

TOTAL FOR PROJECT \$ 808,000



Tel. 508-885-8050 Fax 508-885-8072

Date	August 30, 2019
Valid Until	September 30, 2019
Quote #	08302019-1

Bob Plonkey
Adenue
840 Aviation Parkway
Smyrna, TN 37167
888-423-8887

Hidden Springs II
Sevier County, TN

Aquapoint3 LLC (Seller) offers to furnish the following equipment required for the treatment of wastewater. Unless specified Seller is not responsible for the installation of the treatment equipment. Price includes maximum two (2) days of onsite consultation by Aquapoint3 LLC personnel. Additional hours are billable at \$85.00 per hour whether onsite or travel.

Please confirm your acceptance of this quote by signing this document

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SEE TERMS AND CONDITIONS ATTACHED (Please Initial at bottom of page)

AQUAPPOINT.3 LLC - TERMS OF SALE

1. DEFINITIONS

Aquapoint.3 LLC will be referred to as "Seller" and the person or company purchasing as indicated on the front hereof will be referred to as "Buyer".

2. ACCEPTANCE

Unless otherwise stated on the front of the proposal, it is subject to acceptance within thirty (30) days of the date on the proposal. Acceptance of the Buyer's purchase order is expressly made conditional on the Buyer's assent to the terms and conditions in this proposal and in the attachments hereto which shall constitute the complete agreement between the parties.

3. PRICES

Prices are F.O.B. Seller's distribution facility and are exclusive of any sales, customs, duties and carton use, gross income, occupational or similar taxes unless so stated specifically. Such taxes will be added to invoice prices in those instances in which the Seller is required to collect them from the Buyer, provided however, that if the Seller does not collect any such taxes and is later asked by and/or required to pay such to any taxing authority, Buyer will immediately make such payment to Seller or, if requested by Seller, directly to such taxing authority.

4. TITLE

Buyer shall not receive title to the equipment until such time that Seller has received receipt of all payments in full for said equipment, including payments for all options.

5. INSURANCE RISK

Risk of loss for the equipment being supplied by Seller remains with Seller until equipment is transferred to a common carrier under a commercial bill of lading. Risk of loss runs with common carrier until delivery of equipment to site designated by Buyer. Upon acceptance by Buyer, as evidenced by signature on receiving copy of Bill of Lading, the risk of loss exclusively becomes that of the Buyer.

6. EQUIPMENT WARRANTY

The Seller warrants its products to be free from defects in material or workmanship under normal and proper use in accordance with instructions of the Seller. Any defective part shall be repaired or replaced as directed by the Seller at no charge, F.O.B. our plant. The foregoing warranties are valid for a period of one year from the date of installation. Except as expressly stated above, Seller makes no warranty of merchantability and no warranty of fitness for any particular purpose nor does it make any warranty, express or implied, or any basis whatsoever with respect to its products or services or the use thereof. The foregoing is the full extent of the responsibility of the Seller, and, by way of illustration and not limitation in no event shall the Seller be liable for delay caused by defects in products or services for any special, indirect, incidental, or consequential damages, or for any charges or expenses of any nature incurred without its written express consent. Whether Seller may have been negligent. In no event shall Seller's liability under any claim by Buyer exceed the purchase price of the products sold by Seller to Buyer. The burden of this warranty shall not apply to any products which have been repaired or altered outside of the Seller's plant in any respect which, in the sole judgment of the Seller, affect their condition or operation. This warranty is invalid if the Buyer fails to meet any of its obligations under the terms of this Agreement.

7. PATENTS AND TRADEMARKS

Buyer agrees to determine whether any words, designs or devices which Buyer instructs the Seller to incorporate or place on the products sold hereunder contain any trademark, copyright or patent notwithstanding the fact that the Seller may have performed such design services on the product. The Buyer will indemnify and hold Seller harmless from and against any claim of trademark, copyright or patent infringement and any similar claim arising out of or complained with unauthorized specification furnished by the Buyer.

Should Seller's equipment, trademarks or materials become, or in Seller's opinion are likely to become, the subject of a claim of infringement of a United States trademark, copyright or patent, Seller will be entitled at its sole option to remedy the infringement by modifications which become non-infringing, by acquiring rights to unauthorized use of the trademark, copyright or patent, or by granting the Buyer a credit on the infringing product as determined, and accepting its return.

8. DRAWINGS

Any specifications, drawings, notes, instructions, engineering notices or technical data of Seller coming into the hands or control of the Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth and Buyer shall inform Seller. The Seller shall at all times retain title to all such documents and Buyer shall not dispose any such documents to any party other than Seller or a party duly authorized by Seller. Upon Seller's request Buyer shall promptly return all such documents to Seller.

9. TECHNICAL ADVICE AND ASSISTANCE

Seller's warranty shall not be enlarged, and no obligation or liability shall arise, as a result of Seller's rendering of technical advice, facilities or services in connection with Buyer's order for the equipment furnished. Although any technical advice, facilities, or recommendation made by Seller or any representative of Seller concerning any use or application of any product furnished under this contract is believed to be reliable, Seller makes no warranty, expressed or implied, or results to be obtained. Buyer assumes all responsibility for loss, damage, and/or personal injury resulting from the handling or use of any product.

10. DELIVERY

The time for shipment is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The obligation of Seller to sell and deliver products or perform services and the obligation of Buyer to furnish specifications for purchase and take the products or services stated on the front hereof shall be superseded by fire, floods, accidents, acts of God, war or acts of war, strikes, lock-outs, slow-downs, picketing or other labor controversies, sabotage, riots, civil commotions, default or failure of carriers, shortages of labor, inability to obtain materials from regular sources, action or request of any government or governmental authority, or any other happening or contingency beyond the control, and without the fault, of the parties hereto whether

or not of a kind hereinbefore specified, to the extent that such happening or contingency limits or prevents the manufacturing, sale, or delivery of any products or the performance of any services by the Seller or the purchase or taking thereof by the Buyer, except, however, that notwithstanding the foregoing, the Buyer shall not be excused from accepting and paying for product which are completed or in the process of manufacture at the time. Upon the termination or cessation of any such happening or contingency the obligation of Seller to sell and deliver or perform services and the obligation of Buyer to purchase and take the products or services shall be reinstated.

If by request of the Buyer with acquiescence by the Seller, shipment is delayed beyond the original delivery date for a reason other than as set forth above in this Section 11, the Buyer will pay, upon written notification by Seller, all storage charges and other expenses caused by the delay, for a maximum of 90 days. After 90 days the Buyer will pay the total amount of the invoice or will be considered in default, the Buyer will forfeit any deposit and the order will be cancelled. The products contracted for under this Agreement cannot be cancelled by the Buyer except by written consent of the Seller and then only with reimbursement for loss to the Seller: 1) if cancellation occurs before production begins reimbursement to Buyer will be 10% of purchase price of the equipment; 2) if cancellation occurs after production begins any deposits made by Buyer will be returned only after the equipment is sold and paid for by another buyer less a 15% service fee. Seller shall have the right without notice to Buyer to alter or modify the Seller's design and construction of the products ordered under this Agreement and substitute other material where the Seller deems it to be appropriate.

11. CREDIT

If the Seller shall at any time doubt the Buyer's financial responsibility, Seller may decline to make shipments hereunder except upon receipt of cash payment in advance or security satisfactory to Seller in advance. If Buyer fails in any way to fulfill the terms and conditions on the front or the back hereof Seller may defer further shipments until such default is corrected and may at the option of Seller treat such default as refusal by Buyer to accept further shipments hereunder. A finance charge of 1 1/2% per month (18% per annum) will be charged on all past due invoices.

12. EXPORT

If the products are to be exported, this order is subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will, when required, furnish all Consular and Customs declarations and will accept all responsibility for penalties resulting from errors or omissions thereon.

13. ASSIGNMENT

The Buyer may not assign any of the Buyer's rights hereunder without the prior written consent of the Seller which consent shall not be unreasonably withheld.

14. DISPUTES

The parties' agreement in respect of the equipment shall be deemed to be entered into in Massachusetts and to be a Massachusetts contract and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Seller and Buyer specifically agree that any legal action brought relating to equipment purchased or relating to this contract will be commenced in Massachusetts within one (1) year after the relevant claim arises, failing which such claim shall be barred notwithstanding any longer statutory period of limitations. All objections to venue are hereby waived by both parties, and Buyer consent to service of process by certified mail addressed to the same address as that address designated for delivery of the equipment purchased hereunder. In the event of any such litigation under or arising out of the agreement, the prevailing party shall be entitled to its costs, including reasonable attorney's fees.

15. SEVERABILITY

In the event that any word, phrase, clause, sentence, or other provision hereof shall violate any applicable statute, ordinance, or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.

16. ENTIRE AGREEMENT

This document contains the entire agreement between Seller and Buyer and constitutes the final, complete and exclusive expression of the terms of the agreement, all prior or contemporaneous written or oral agreements or negotiations with respect to such terms as are included herein or are the subject matter hereof being merged herein. By way of illustration and not limitation, Buyer's order shall be deemed to incorporate, without exception, all the terms and conditions hereof notwithstanding any order form of Buyer containing additional or contrary terms or conditions, unless Buyer shall have expressly advised Seller to the contrary in a writing sent from the printed provisions of such order form, and no acknowledgment by Seller of, or reference by Seller to, or performance by Seller under an order of Buyer shall be deemed to be acceptance by Seller of any such additional or contrary printed terms or conditions. In the event of a written request by Buyer for additional or contrary terms or conditions, then such modifications may only be made in these terms and conditions by a written instrument signed by one of Seller's officers.

17. GOVERNING LAW

This document and the sale of any products hereunder shall be governed by and construed in accordance with the laws of the State of Massachusetts. Wherever there is a conflict of laws, the laws of the State of Massachusetts shall prevail.

18. QUOTATIONS

Quotations furnished by Seller are not intended as and shall not be construed as constituting an offer to Buyer. Any quotation of Seller is subject to, and shall not become binding upon Seller until actual receipt by Seller of Buyer's written order based on all the terms and conditions stated herein, without qualification, within 30 days after the date hereof, and the Seller's written acceptance of such order at the office indicated on the front hereof.

Initial: _____ Date: _____

EXHIBIT 5



DEPARTMENT OF
COMMERCE AND INSURANCE



ADENUS SOLUTIONS GROUP LLC

2023

EXPIRATION DATE:
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2023

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

ADENUS SOLUTIONS GROUP LLC
849 AVIATION PARKWAY
SMYRNA, TN 37167

State of Tennessee

2023 1753057

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

ADENUS SOLUTIONS GROUP LLC

This is to certify that all requirements of the State of Tennessee have been met.

EXPIRATION DATE: March 31, 2023
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2023
EXPIRATION DATE: March 31, 2023



17-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



www.FirstBankOnline.com | P.O. Box 388, Lexington, Tennessee 37388

Tennessee Motorcar System Inc
 CRAC
 849 Aviation Parkway
 Smyrna TN 37167

Date 7/31/19
 Account
 Enclosures

Page 1
 Acct Ending 3326

CHECKING ACCOUNTS

FirstCommercial Checking		Number of Enclosures	0
Account Number	Acct Ending 3326	Statement Dates	7/01/19 thru 7/31/19
Beginning Balance	1,082,012.47	Days in this Statement Period	31
Deposits/Credits	.00		
Checks/Debits	.00		
Service Charge	.00		
Interest Paid	.00		
Ending Balance	1,082,012.47		

	Total For This Period	Total Year-to-Date
Total Overdraft Fees for this Period	\$.00	\$.00
Total Returned Item Fees for this Period	\$.00	\$.00

DAILY BALANCE INFORMATION

DATE	Balance
7/01	1,082,012.47

Tennessee Wastewater Systems, Inc.
Transactions by Account
As of July 31, 2019

3:28 PM

08/28/19

Accrual Basis

Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
285 - Misc. Operating Reserves										
265.2 - Sewer Sys/Comp Repl - Post 2006										
General Journal	01/02/2019	20194	UMS Receipts	Escrow Charge			141.12 - East ...	10.13		-128,579.51
General Journal	01/03/2019	20196	UMS Receipts	Escrow Charge			141.1 - Sewer...		0.34	-128,579.51
General Journal	01/04/2019	20200	UMS Receipts	Escrow Charge			141.1 - Sewer...		1.01	-128,589.64
General Journal	01/07/2019	20208	UMS Receipts	Escrow Charge			141.1 - Sewer...	0.34		-128,589.30
General Journal	01/07/2019	20209	UMS Receipts	Comm Escro...			141.12 - East ...	14.89		-126,588.29
General Journal	01/09/2019	021732	UMS Receipts	Comm Escro...			141.12 - East ...		1.60	-126,588.63
General Journal	01/16/2019	011620	UMS Receipts	Escrow Charge			141.1 - Sewer...	10.13		-126,603.52
General Journal	01/16/2019	011621	UMS Receipts	Legal Exp Ch...			141.1 - Sewer...		3.04	-126,601.92
General Journal	01/16/2019	011625	UMS Receipts	Commercial ...			141.12 - East ...		1.60	-126,602.05
General Journal	01/17/2019	20194	UMS Receipts	Escrow Charge			141.1 - Sewer...		2.70	-126,607.41
General Journal	01/17/2019	20196	UMS Receipts	Commercial ...			141.12 - East ...		8.51	-126,604.71
General Journal	01/18/2019	20198	UMS Receipts	Legal Exp Ch...			141.1 - Sewer...	0.45		-126,596.20
General Journal	01/18/2019	20200	UMS Receipts	Escrow Charge			141.12 - East ...	6.08		-126,596.65
General Journal	01/21/2019	20203	UMS Receipts	Commercial ...			141.1 - Sewer...	21.75		-126,602.73
General Journal	01/21/2019	20206	UMS Receipts	Commercial ...			141.12 - East ...		6.08	-126,596.65
General Journal	01/22/2019	20210	UMS Receipts	Escrow Charge			141.12 - East ...	35.42		-126,618.40
General Journal	01/23/2019	20214	UMS Receipts	Escrow Charge			141.1 - Sewer...		12.49	-126,610.42
General Journal	01/24/2019	123120	UMS Receipts	Escrow Charge			141.12 - East ...		6.74	-126,633.35
General Journal	01/28/2019	123125	UMS Receipts	Escrow Charge			141.12 - East ...	20.26		-126,626.61
General Journal	01/28/2019	123126	UMS Receipts	Commercial ...			141.12 - East ...		12.76	-126,646.87
General Journal	01/31/2019	20199	UMS Receipts	Escrow Charge			141.1 - Sewer...	0.42		-126,634.11
General Journal	01/31/2019	20200	UMS Receipts	Escrow Charge			141.1 - Sewer...		20,141.50	-126,634.53
General Journal	01/31/2019	20200	UMS Receipts	Commercial ...			141.1 - Sewer...		6,024.29	-106,493.03
General Journal	01/31/2019	20201	UMS Receipts	Commercial ...			141.12 - East ...	17.54		-100,468.74
General Journal	01/31/2019	20202	UMS Receipts	Commercial ...			141.12 - East ...		12,638.33	-100,486.28
General Journal	02/01/2019	20214	UMS Receipts	Escrow Charge			141.12 - East ...	10.75		-87,847.95
General Journal	02/07/2019	12312...	UMS Receipts	Escrow Cha...			141.1 - Sewer...	5.40		-82,876.43
General Journal	02/11/2019	20198	UMS Receipts	Escrow Charge			141.1 - Sewer...		2.81	-82,881.83
General Journal	02/11/2019	20200	UMS Receipts	Escrow Charge			141.12 - East ...		3.38	-82,879.02
General Journal	02/13/2019	1035	Jim and Linda Jack...	Escrow Charge	Black Bear		141.12 - East ...		325.00	-82,875.64
General Journal	02/13/2019	021319	UMS Receipts	Tank Pumpin...			141 - Custom...	325.00		-82,550.64
General Journal	02/15/2019	20210	UMS Receipts	Redclass tank...			720 - Material...		4.73	-82,875.64
General Journal	02/18/2019	021924	UMS Receipts	Commercial ...			141.1 - Sewer...		39.43	-82,870.91
General Journal	02/25/2019	20200	UMS Receipts	Commercial ...			141.12 - East ...		22.34	-82,831.48
General Journal	02/26/2019	20202	UMS Receipts	Escrow Charge			141.1 - Sewer...		8.44	-82,809.14
General Journal	02/28/2019	02282...	UMS Receipts	Escrow Charge			141.1 - Sewer...	0.34		-82,800.70
General Journal	02/28/2019	02282...	UMS Receipts	Escrow Charge			141.1 - Sewer...		20,128.89	-82,801.04
General Journal	02/28/2019	02282...	UMS Receipts	Commercial ...			141.1 - Sewer...		6,024.29	-62,672.15
General Journal	02/28/2019	02282...	UMS Receipts	Commercial ...			141.12 - East ...		12,861.67	-56,647.86
General Journal	02/28/2019	02282...	UMS Receipts	Escrow Charge			141.12 - East ...		4,900.57	-43,786.19
General Journal	03/01/2019	02282...	UMS Receipts	Escrow Charge			141.12 - East ...	0.34		-38,885.62
General Journal	03/04/2019	030421	UMS Receipts	Escrow Charge			141.1 - Sewer...			-38,885.96
General Journal	03/05/2019	02282...	UMS Receipts	Commercial ...			141.12 - East ...	33.00		-38,918.96
General Journal	03/07/2019	020722	UMS Receipts	Commercial ...			141.12 - East ...	15.95		-38,934.91
General Journal	03/08/2019	02072...	UMS Receipts	Escrow Charge			141.12 - East ...	15.95		-38,950.86
General Journal							141.1 - Sewer...		2.36	-38,948.50

Tennessee Wastewater Systems, Inc.
Transactions by Account
As of July 31, 2019

3:28 PM
08/29/19
Accrual Basis

Type	Date	Num	Name	Memo	Class	Cir	Split	Debit	Credit	Balance
General Journal	03/08/2019	02072...	UMS Receipts	Commercial ...			141.12 - East ...		3.72	-38,944.78
General Journal	03/11/2019	02072...	UMS Receipts	Commercial ...			141.12 - East ...		3.19	-38,941.59
General Journal	03/12/2019	03082...	UMS Receipts	Commercial ...			141.12 - East ...		5.32	-38,936.27
General Journal	03/13/2019	033121	UMS Receipts	Escrow Charge			141.1 - Sewer...		3.38	-38,932.89
General Journal	03/14/2019	033127	UMS Receipts	Commercial ...			141.12 - East ...		6.38	-38,926.51
General Journal	03/15/2019	022821	UMS Receipts	Escrow Charge			141.12 - East ...		4.39	-38,922.12
General Journal	03/18/2019	022831	UMS Receipts	Commercial ...			141.12 - East ...		14.88	-38,907.24
General Journal	03/21/2019	032320	UMS Receipts	Escrow Charge			141.1 - Sewer...		11.20	-38,896.04
General Journal	03/22/2019	032323	UMS Receipts	Escrow Charge			141.12 - East ...		6.75	-38,889.29
General Journal	03/25/2019	032522	UMS Receipts	Commercial ...			141.12 - East ...		11.17	-38,878.12
General Journal	03/26/2019	20200	UMS Receipts	Commercial ...			141.12 - East ...		13.29	-38,864.83
General Journal	03/27/2019	03102...	UMS Receipts	Escrow Charge			141.1 - Sewer...		9.12	-38,855.71
General Journal	03/28/2019	03102...	UMS Receipts	Escrow Charge			141.12 - East ...		7.43	-38,848.28
General Journal	03/29/2019	033121	UMS Receipts	Escrow Charge			141.1 - Sewer...		10.13	-38,838.15
General Journal	03/31/2019	033123	UMS Receipts	Commercial ...			141.1 - Sewer...		4.51	-38,833.64
General Journal	03/31/2019	033124	UMS Receipts	Escrow Charge			141.1 - Sewer...		20,242.17	-18,591.47
General Journal	03/31/2019	033124	UMS Receipts	Commercial ...			141.1 - Sewer...		6,024.29	-12,567.18
General Journal	03/31/2019	033126	UMS Receipts	Commercial ...			141.12 - East ...		12,578.40	12.22
General Journal	03/31/2019	033126	UMS Receipts	Escrow Charge			141.12 - East ...		4,879.29	4,891.51
General Journal	04/01/2019	033149	UMS Receipts	Escrow Charge			141.1 - Sewer...	19.05	0.34	4,891.85
General Journal	04/02/2019	022820	UMS Receipts	Escrow Charge			141.1 - Sewer...		0.34	4,872.80
General Journal	04/02/2019	022821	UMS Receipts	Escrow Charge			141.1 - Sewer...		0.28	4,873.14
General Journal	04/03/2019	022825	UMS Receipts	Escrow Charge			141.1 - Sewer...	6.35		4,873.42
General Journal	04/04/2019	022830	UMS Receipts	Escrow Charge			141.1 - Sewer...		1.61	4,868.68
General Journal	04/04/2019	022831	UMS Receipts	Escrow Charge			141.1 - Sewer...		4.05	4,872.73
General Journal	04/08/2019	20203	UMS Receipts	Commercial ...			141.12 - East ...		4.79	4,877.52
General Journal	04/10/2019	20214	UMS Receipts	Commercial ...			141.12 - East ...		3.04	4,880.56
General Journal	04/11/2019	20216	UMS Receipts	Escrow Charge			141.12 - East ...		0.84	4,881.40
General Journal	04/12/2019	20223	UMS Receipts	Escrow Charge			141.1 - Sewer...		4.05	4,885.45
General Journal	04/15/2019	20225	UMS Receipts	Escrow Charge			141.12 - East ...		8.51	4,893.96
General Journal	04/17/2019	041627	UMS Receipts	Commercial ...			141.12 - East ...		9.57	4,903.53
General Journal	04/19/2019	041633	UMS Receipts	Escrow Charge			141.1 - Sewer...		7.43	4,910.96
General Journal	04/22/2019	041637	UMS Receipts	Escrow Charge			141.12 - East ...		6.08	4,917.04
General Journal	04/23/2019	041641	UMS Receipts	Escrow Charge			141.1 - Sewer...		6.42	4,923.46
General Journal	04/25/2019	042324	UMS Receipts	Commercial ...			141.12 - East ...	2.03	13.29	4,936.75
General Journal	04/26/2019	033120	UMS Receipts	Escrow Charge			141.1 - Sewer...		10.13	4,944.85
General Journal	04/30/2019	033121	UMS Receipts	Escrow Charge			141.1 - Sewer...		20,457.26	25,402.11
General Journal	04/30/2019	033122	UMS Receipts	Commercial ...			141.1 - Sewer...		6,024.29	31,426.40
General Journal	04/30/2019	033122	UMS Receipts	Commercial ...			141.12 - East ...		12,603.71	44,030.11
General Journal	04/30/2019	033124	UMS Receipts	Escrow Charge			141.12 - East ...		4,852.27	48,882.38
General Journal	05/02/2019	033123	UMS Receipts	Escrow Charge			141.12 - East ...		0.34	48,882.72
General Journal	05/02/2019	033124	UMS Receipts	Commercial ...			141.12 - East ...		63.80	48,946.52
General Journal	05/06/2019	033128	UMS Receipts	Escrow Charge			141.1 - Sewer...		0.68	48,947.20
General Journal	05/06/2019	033130	UMS Receipts	Commercial ...			141.12 - East ...		3.19	48,950.39
General Journal	05/07/2019	03012...	UMS Receipts	Escrow Charge			141.1 - Sewer...		2.03	48,952.42
General Journal	05/08/2019	03012...	UMS Receipts	Escrow Charge			141.12 - East ...		0.34	48,952.76
General Journal	05/10/2019	03012...	UMS Receipts	Escrow Charge			141.1 - Sewer...	8.43		48,944.33

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Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
Bill	05/14/2019	781725	Hayes Pipe Supply,...	Paris Landin...	Paris La...		231 - Account...	127.34		48,816.99
General Journal	05/15/2019	051624	UMS Receipts	Escrow Charge			141.1 - Sewer...		6.42	48,823.41
General Journal	05/20/2019	051628	UMS Receipts	Escrow Charge			141.1 - Sewer...		6.42	48,829.83
General Journal	05/22/2019	201913	UMS Receipts	Escrow Charge			141.1 - Sewer...		5.40	48,835.23
General Journal	05/23/2019	201915	UMS Receipts	Escrow Charge			141.1 - Sewer...		23.35	48,858.58
General Journal	05/23/2019	201917	UMS Receipts	Commercial ...			141.12 - East ...		10.10	48,868.68
General Journal	05/23/2019	201917	UMS Receipts	Escrow Charge			141.12 - East ...		9.46	48,878.14
General Journal	05/24/2019	201914	UMS Receipts	Commercial ...			141.12 - East ...		12.23	48,890.37
General Journal	05/29/2019	052322	UMS Receipts	Commercial ...			141.12 - East ...		6.75	48,897.12
General Journal	05/30/2019	053020	UMS Receipts	Commercial ...			141.12 - East ...		15.95	48,913.07
General Journal	05/31/2019	05312...	UMS Receipts	Escrow Charge			141.1 - Sewer...		15.95	48,929.02
General Journal	05/31/2019	05312...	UMS Receipts	Commercial ...			141.1 - Sewer...		20,707.43	69,636.45
General Journal	05/31/2019	05312...	UMS Receipts	Commercial ...			141.12 - East ...		6,024.29	75,660.74
General Journal	05/31/2019	05312...	UMS Receipts	Sewer Charge			141.12 - East ...		12,443.40	88,104.14
General Journal	06/03/2019	063121	UMS Receipts	Escrow Charge			141.1 - Sewer...		4,900.55	93,004.69
General Journal	06/04/2019	201922	UMS Receipts	Commercial ...			141.1 - Sewer...		1.50	93,006.19
General Journal	06/07/2019	063126	UMS Receipts	Escrow Charge			141.12 - East ...		0.34	93,006.53
General Journal	06/10/2019	063129	UMS Receipts	Commercial ...			141.12 - East ...		3.19	93,009.72
General Journal	06/11/2019	063131	UMS Receipts	Escrow Charge			141.1 - Sewer...		3.04	93,012.76
General Journal	06/13/2019	052825	UMS Receipts	Escrow Charge			141.1 - Sewer...		1.06	93,013.82
General Journal	06/14/2019	052826	UMS Receipts	Escrow Charge			141.1 - Sewer...		7.53	93,021.35
General Journal	06/14/2019	052829	UMS Receipts	Commercial ...			141.12 - East ...		3.37	93,024.72
General Journal	06/17/2019	201916	UMS Receipts	Escrow Charge			141.12 - East ...		6.38	93,031.10
General Journal	06/18/2019	06142...	UMS Receipts	Escrow Charge			141.1 - Sewer...		5.40	93,036.50
General Journal	06/18/2019	06142...	UMS Receipts	Commercial ...			141.12 - East ...		6.69	93,043.19
General Journal	06/19/2019	06102...	UMS Receipts	Escrow Charge			141.1 - Sewer...		9.04	93,052.23
General Journal	06/20/2019	06102...	UMS Receipts	Escrow Charge			141.1 - Sewer...		7.73	93,059.96
General Journal	06/21/2019	201935	UMS Receipts	Escrow Charge			141.1 - Sewer...		13.56	93,073.52
General Journal	06/21/2019	201937	UMS Receipts	Escrow Charge			141.12 - East ...		6.08	93,079.60
General Journal	06/21/2019	201937	UMS Receipts	Commercial ...			141.12 - East ...		9.04	93,088.64
General Journal	06/24/2019	201939	UMS Receipts	Escrow Charge			141.12 - East ...		11.82	93,100.46
General Journal	06/25/2019	062321	UMS Receipts	Commercial ...			141.12 - East ...		3.71	93,104.17
General Journal	06/25/2019	062323	UMS Receipts	Escrow Charge			141.1 - Sewer...		8.44	93,112.61
General Journal	06/26/2019	062619	UMS Receipts	Commercial ...	MTN		141.12 - East ...		12.76	93,125.37
General Journal	06/27/2019	06271...	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...		12.80	93,138.17
General Journal	06/28/2019	06281...	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...		55.06	93,193.23
General Journal	06/28/2019	06281...	UMS Receipts	Escrow Charge	MTN		141.12 - East ...		35.46	93,228.69
General Journal	06/30/2019	06301...	UMS Receipts	Escrow Charge	MTN		141.12 - East ...	44.13		93,184.56
General Journal	06/30/2019	06301...	UMS Receipts	Commercial ...			141.1 - Sewer...		26,853.80	120,038.36
General Journal	07/01/2019	07012...	UMS Receipts	Escrow Charge			141.12 - East ...		17,936.69	137,975.05
General Journal	07/02/2019	07012...	UMS Receipts	Escrow Charge			141.1 - Sewer...	0.68		137,974.37
General Journal	07/03/2019	06302...	UMS Receipts	Escrow Charge			141.1 - Sewer...			137,974.37
General Journal	07/05/2019	06302...	UMS Receipts	Escrow Charge			141.12 - East ...	8.71		137,965.66
General Journal	07/08/2019	06302...	UMS Receipts	Escrow Charge			141.12 - East ...			137,965.66
General Journal	07/09/2019	06302...	UMS Receipts	Escrow Charge			141.12 - East ...	34.59		137,931.07
General Journal	07/15/2019	06305...	UMS Receipts	Escrow Charge			141.1 - Sewer...			137,931.07
General Journal	07/15/2019	06305...	UMS Receipts	Escrow Charge			141.1 - Sewer...		12.20	137,943.27
General Journal	07/16/2019	06305...	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...			137,943.27

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Type	Date	Num	Name	Memo	Class	Clr	Split	Debit	Credit	Balance
General Journal	07/16/2019	06305...	UMS Receipts	Escrow Charge			141.12 - East ...			137,943.27
General Journal	07/16/2019	06305...	UMS Receipts	Commercial ...			141.12 - East ...		12.17	137,955.44
General Journal	07/17/2019	201917	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...			137,955.44
General Journal	07/17/2019	201918	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...		3.04	137,958.48
General Journal	07/17/2019	201820	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...			137,958.48
General Journal	07/18/2019	201921	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...			137,958.48
General Journal	07/18/2019	201922	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...			137,958.48
General Journal	07/18/2019	201923	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...			137,958.48
General Journal	07/18/2019	201927	UMS Receipts	Escrow Charge	MTN		141.12 - East ...			137,958.48
General Journal	07/22/2019	072219	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...		7.09	137,965.57
General Journal	07/23/2019	072220	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...		3.60	137,969.17
General Journal	07/24/2019	072222	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...		11.82	137,980.99
General Journal	07/25/2019	072227	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...		16.21	137,997.20
General Journal	07/26/2019	072230	UMS Receipts	Commercial ...			141.12 - East ...		16.54	138,013.74
General Journal	07/30/2019	201918	UMS Receipts	Escrow Charge			141.1 - Sewer...	0.34		138,013.40
General Journal	07/30/2019	201919	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...		30.39	138,043.79
General Journal	07/30/2019	201921	UMS Receipts	Commercial ...			141.12 - East ...		10.13	138,053.92
General Journal	07/31/2019	072520	UMS Receipts	Escrow Charge			141.1 - Sewer...	15.87		138,038.05
General Journal	07/31/2019	072521	UMS Receipts	Escrow Charge	MTN		141.1 - Sewer...		21,041.72	159,079.77
General Journal	07/31/2019	072521	UMS Receipts	Commercial ...			141.1 - Sewer...		6,131.01	165,210.78
General Journal	07/31/2019	072523	UMS Receipts	Commercial ...			141.12 - East ...		13,015.36	178,226.14
General Journal	07/31/2019	072523	UMS Receipts	Escrow Charge			141.12 - East ...		4,961.68	183,187.82
Total 265.2 - Sewer Sys/Comp Repl - Post 2006								811.66	310,578.99	183,187.82
Total 265 - Misc. Operating Reserves								811.66	310,578.99	183,187.82
TOTAL								811.66	310,578.99	183,187.82