

SUPERIOR WASTEWATER SYSTEMS

Providing Superior Wastewater Service to Tennessee

July 15, 2021

Via Electronic Delivery

Chairman, Tennessee Public Utility Commission
c/o Ectory Lawless, Dockets and Records Manager
502 Deaderick Street, 4th Floor
Nashville, TN 37243

**Re: Petition of Superior Wastewater Systems, LLC for a Certificate of
Convenience and Necessity Amendment to Provide Wastewater Service to
the Taliaferro Road Parcel in Williamson County Docket 21-00001**

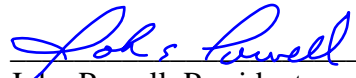
Response to TPUC Staff's Fourth Discovery Request of July 14, 2021

Ms. Lawless:

Superior Wastewater Systems, LLC files the attached response to the Commission Staff's Discovery Request of July 14, 2021.

Please contact me if you have any questions or need additional information.

Respectfully submitted,


John Powell, President

Enclosures

**SUPERIOR WASTEWATER SYSTEMS
DOCKET NO. 21-00001
FOURTH DISCOVERY REQUEST OF THE COMMISSION STAFF**

- 4-1. The Wastewater Facility Construction Agreement's signature page remains to be between JP Construction Communities, LLC and McCanless and Company. The response to Staff Data Request Item 3-2e said it had been changed from JP Construction Communities, LLC to the correct name, John Powell Construction. It is requested that a signature be submitted with the all [sic] correct entity names.**

RESPONSE:

See Attachment 4-1a for an updated contract with correct entity names.

WASTEWATER FACILITY CONSTRUCTION AGREEMENT

This Wastewater Facility Construction Agreement (this "Agreement") dated this 15th day of July, 2021 is between:

John Powell CONSTRUCTION, LLC ("JP CONSTRUCTION"), a Tennessee limited liability company who will construct the wastewater facility. Its office is located at 9539 Mullins Road, Arrington, TN; and

Superior Wastewater Systems, LLC ("SWS"), a Tennessee limited liability company authorized and licensed by the State of Tennessee to operate as a public utility. SWS develops and operates wastewater treatment facilities and systems. Its office is located at 9539 Mullins Road, Arrington, TN, SWS will eventually own the property where facility is to be constructed herein; and

MCCANLESS AND COMPANY, INC ("MCCANLESS AND COMPANY"), a TN Corporation that requires the use of sewage and wastewater treatment facilities for its proposed residential development. The primary address of MCCANLESS AND COMPANY is P.O. Box 1687 Nolensville TN 37135

JP CONSTRUCTION and MCCANLESS AND COMPANY may be hereinafter referred to collectively as the "Parties."

WHEREAS, MCCANLESS AND COMPANY, is currently conducting its due diligence on, certain property in Williamson County, Tennessee, shown on the attached DEED herein (the "Contract Property"), on which it plans to build a residential development consisting of not less than 27 single-family homes[a subdivision named Homes at Mullberry] (the "**Project**");

WHEREAS, the Parties through their consultants have applied to the Tennessee Department of Environment and Conservation ("TDEC"), to obtain an SOP to service the Project in Williamson County.

WHEREAS, the Parties through their consultants have applied to the Tennessee Public Utility Commission ("TPUC") and are awaiting a CCN under docket # 21-0001 to serve the Project

WHEREAS, the improvements to be installed pursuant to this Agreement for a new facility to serve the Property will serve not less than 27 single-family lots approved by the Williamson County Planning Commission for the Property, and will be paid for by MCCANLESS AND COMPANY:

WHEREAS, it is intended that MCCANLESS AND COMPANY will tender a deed to SWS after SWS accepts facility as is where is. SWS will own the land that comprises the primary and reserve drip fields, the treatment system and the storage pond. McCanless and Company must show on the final plat all easements to access all other component such as, but not limited to, pipes, force mains, pump stations, tanks, and connections to all components associated with the collection system and the land that holds the treatment center that will service this Project;

WHEREAS, MCCANLESS AND COMPANY owns all of the property that JP CONSTRUCTION will be constructing the wastewater system for the Project. After

construction has been completed MCCANLESS AND COMPANY will Quit claim the property for Ten Dollars (\$10.00) to SWS A copy of the current deed is attached to this agreement as DEED.

1. **ASSIGNMENT BY MCCANLESS AND COMPANY.** MCCANLESS AND COMPANY may assign this Agreement and MCCANLESS AND COMPANY's rights and obligations hereunder to any person or entity that acquires an interest in the Contract Property or the Project, or to any affiliated or related entity, without the consent of, but upon written notice to, JP CONSTRUCTION . Following any such assignment, MCCANLESS AND COMPANY will be released of all obligations under this Agreement.

2. **ASSIGNMENT BY JP CONSTRUCTION.** JP CONSTRUCTION may assign this Agreement and rights and obligations under this Agreement to any licensed TN Contractor to complete the project in whole or in part with written notice to MCCANLESS AND COMPANY.

3. **DESCRIPTION OF SYSTEM AND FACILITIES TO BE CONSTRUCTED.**

Subject to the maximum amount set out in paragraph 5 below, MCCANLESS AND COMPANY shall pay the cost of constructing the components necessary to service the Contract Property pursuant to the approved plans. The cost of the Treatment Facility shall include all construction costs associated with the approved plans including, but not limited to i) soft costs such as design Fees, performance bonds obtained in connection with the Project by Williamson County Planning, engineering and consulting fees, legal fees, County and State regulatory fees, including any required ARAP permits; and ii) hard construction costs of the Project including, but not limited to, installation of collection lines by and between pump station and drip fields, construction of construction of required drip fields, force mains to drip fields, any pump station(s) and buildings required to operate the Project; and other costs incidental to the foregoing as may be specified and required by TDEC (the "Construction Costs"). Construction Costs does not include the cost collection lines from residential lots to the pump station(s) on the Property, nor does it include the cost of collection tanks and water cut off valves installed on the Project Lots, nor does it include any inspection fees required by SWS these costs will be paid by either the MCCANLESS AND COMPANY, Builder or Lot owner. As used herein, the "Design Fees" means the actual engineering and consulting and legal fees and other costs associated with development of the wastewater facility. Some of these fees have already been paid by MCCANLESS AND COMPANY. **PRICE FOR SYSTEM.** The total amount charged to MCCANLESS AND COMPANY for construction of the Wastewater system in accordance with this Agreement shall be approximately Two Hundred Fourteen Thousand Dollars (\$214,000) (the "Contract Price"). The Contract Price may Change as conditions and construction materials will. This price does not include the collection System which will be built by individual lot owners and MCCANLESS AND COMPANY. It is anticipated that the construction of the facility shall not exceed six months.

4. JP CONSTRUCTION will invoice MCCANLESS AND COMPANY during the construction and completion of the system and facilities. MCCANLESS AND COMPANY will promptly pay all invoices within 10 days. JP CONSTRUCTION will not present bills more than once a month. All requests for payment shall include a certification from the SWS Engineer confirming completion of the improvements in question. MCCANLESS AND COMPANY will

pay this engineer the inspection Fee which will not be included in the contract price in section 3 above.

5. JP Construction will install all collection tanks and collection lines thereto. Individual builders / lot owners will pay for this construction, which should be approximately 5,000.00 SWS approves JP Construction for this task.

6. **INDEMNIFICATION AGAINST FAILURE.** JP CONSTRUCTION agrees to indemnify, defend and hold MCCANLESS AND COMPANY and its affiliates and their members, managers, shareholders, partners, directors, officers, employees and agents harmless from and against any and all claims, actions, causes of action, demands, judgments, losses, injury to person or property and expenses, including reasonable attorneys' fees and expenses, arising from or relating to any act or omission of either JP CONSTRUCTION its employees, contractors or agents in the construction, maintenance, repair or operation of the Facility.

7. **GENERAL INDEMNIFICATION.** MCCANLESS AND COMPANY agrees to indemnify, defend and hold JP CONSTRUCTION harmless from and against any and all claims, actions, causes of action, demands, judgments, losses, injury to person or property and expenses, including reasonable attorneys' fees and expenses, arising from or relating to any act or omission of MCCANLESS AND COMPANY, its employees or contractors for any claims of lien of laborers or material men or others, for work performed or materials or supplies furnished for SWS to provide service to the Property. In the event SWS incurs assessments or other costs resulting from MCCANLESS AND COMPANY's failure to properly pay for the components necessary to serve the Property, MCCANLESS AND COMPANY will indemnify and promptly pay SWS for 100% of any disbursements made or required to be made by SWS to cure any such failure, including reasonable attorneys' fees and expenses.

8. **PERFORMANCE BONDS & FINANCIAL SECURITY.** SWS will be responsible for securing any bonds, letters of credit or other security instruments required in connection with the Project, as required by TPUC. MCCANLESS AND COMPANY will be responsible for securing any performance bonds, or maintenance bonds required by Williamson County in connection with the improvements constructed to serve the Property. In the event Williamson County Planning requires a performance / maintenance bond that may include construction costs for other customers or another project outside of the Property such responsibilities will be divided by percentage so each party provides its own bond, security or portions thereof. Combined costs may include but not be limited to treatment capacity, drip fields and force mains.

9. **REPRESENTATIONS AND WARRANTIES.** Each Party represents to the other Party as follows:

9.1. It is duly qualified, licensed and in good standing to do business in the jurisdiction(s) where the Contract Property and Project.

9.2. This Agreement has, by proper action, been duly authorized, executed and delivered by such Party and this Agreement, and the covenants and agreements of such Party contemplated herein, are valid and binding obligations of such Party, enforceable in accordance with their terms, except as limited by applicable relief, liquidation, conservatorship, bankruptcy, moratorium, rearrangement, insolvency, reorganization or similar laws affecting the rights or remedies of creditors generally, as in effect from time to time.

9.3. There is no litigation or regulatory action pending or to such Party's knowledge threatened against or by such Party wherein an unfavorable ruling or decision would materially adversely affect such Party's ability to carry out its obligations under this Agreement.

10. TERM. THIS IS AN AGREEMENT TO PROVIDE CONSTRUCTION FOR A FACILITY LOCATED ON LAND OWNED BY MCCANLESS WHEN THE CONSTRUCTION IS COMPLETED AND THE PROPERTY DEEDED TO AND ACCEPTED BY SWS THE AGREEMENT WILL HAVE BEEN FULFILLED AND THEN THE CONTRACT IS NO LONGER AN EXECUTORY CONTRACT.

11. WAIVER. If either Party allows the other Party aberrations from this Agreement, such aberrations shall not operate or be construed to relieve any Party from strict adherence to this Agreement in the future.

12. INFORMATION EXCHANGE. The Parties agree to exchange information necessary to confirm and effect compliance with this Agreement.

13. WARRANTIES: MCCANLESS AND COMPANY WILL TRANSFER ANY PLANT OR EQUIPMENT WARRANTIES TO AVAILABLE TO SWS.

14. RELATIONSHIP. This Agreement does not establish a partnership, joint venture, association or other business relationship between the Parties. The Parties will not act in concert to share with each other profits or expenses, but instead are separate legal entities independently conducting separate and distinct profit-seeking activities.

15. NOTICE. All notices and other communications given pursuant to this Agreement will be in writing and will be deemed properly served (a) the same day if delivered in person to the Party to whom it is addressed, (b) the same day if delivered by email before 5:00 pm Central Time on a business day and the next business day if delivered by email after 5:00 pm Central Time on a business day (or any time on a day other than a business day), in each case to the Party to whom it is addressed, or (c) one business day after being deposited with a nationally recognized overnight carrier service, in each case addressed to the address for such Party set forth below. A Party may change its notice address by providing notice of such change to the other Party pursuant to this paragraph. Any notice may be given by a Party's attorney. Notice to a Party shall be given as follows:

If to SWS: P.O. Box 40
Arrington, TN 37014
Attention: John Powell
Email: john-powell@comcast.net

If to JP CONSTRUCTION : P.O. Box 190
Arrington, TN 37014
Attention: John Powell
Email: john-powell@comcast.net

If to MCCANLESS AND COMPANY:
P.O. Box 1687 Nolensville TN 37135
Email: mcc2002@comcast.net

16. ENTIRE AGREEMENT. This Agreement forms the entire construction agreement between MCCANLESS AND COMPANY and JP CONSTRUCTION with respect to the

subject matter hereof, and no amendment or modification hereof will be binding on the Parties unless made in writing and executed by both Parties.

17. RECITALS AND EXHIBITS. The recitals, and all exhibits referred to in this Agreement and attached hereto, will be deemed a part of this Agreement.

18. APPLICABLE LAW & VENUE. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee, any litigation shall be heard in Williamson County TN.

19. SEVERABILITY. If any passage, provision, or language contained in this Agreement is inconsistent with or in violation of governing law, the offending element shall be deemed inoperative, with the spirit and effect of the Agreement remaining intact to the extent possible.

20. INTERPRETATION. This Agreement has been submitted to the scrutiny of both Parties and shall be given a fair and reasonable interpretation without consideration being given to its having been drafted by either Party or such Party's counsel.

21. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and delivered by email.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.


SUPERIOR WASTEWATER SYSTEMS, LLC,
a Tennessee limited liability company

By: 
John Powell - Sole Member

John Powell CONSTRUCTION, LLC

By: 
John Powell - Sole Member

MCCANLESS AND COMPANY

By: 
Name: Jim McCanless

Sworn to and subscribed before me
this 15 day of July, 2021.


NOTARY PUBLIC



My commission expires: 3-26-22

DEED

WARRANTY DEED

422 944

ADDRESS NEW OWNER (S) AS FOLLOWS:		SEND TAX BILLS TO:	MAP PARCEL NUMBERS
McCanless & Company		McCanless & Company	137-35-A
Post Office Box 214		Post Office Box 214	
Brentwood, Tennessee 37027		Brentwood, Tennessee 37027	

FOR AND IN CONSIDERATION of the sum of Ten and No/100

cash in hand paid by the hereinafter named grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, Ruby Rogers Ferguson has

this day bargained and sold, and do hereby transfer, sell, convey unto the said McCanless & Company, a Tennessee corporation

FIRST TRACT: Beginning at a rock, the northwest-corner of the tract; thence south 89° east 210 poles and 12 links to a stake, Redmond's corner; thence south 1° west 87 poles and 24 links to a stake in Redmond's line; thence west 43 poles to a rock; thence south 2° west 43 poles and 20 links to a rock; thence south 88° west 32 poles to a rock thence north 88° west 69 poles and 5 links to a rock; thence south 1° west 32 poles and 10 links to a stake in Pate's line; thence west 42 poles and 22½ links to a point in the center of the Versailles Road; thence north 4½ east 81 poles and 8½ links to a rock; thence west 16 poles and 13½ links to a point in the center of the road; thence north 1½ east with Jones' and Crockett's line 135 poles and 18½ links to the beginning, containing 189 acres and 8 poles, more or less.

SECOND TRACT: Beginning at a rock, W.C. Biffle's southeast corner and running in a northeasterly direction to a rock, Jim Redmond's southwest corner, near Nelson Creek; thence with the said Jim Redmond's line to Biffle's corner; thence with said Biffle's line to the beginning, containing by estimation 10 acres, more or less. (12 foot right of way and sufficient space on Nelson Creek for watering stock down said Redmond's line to said Creek is expressly reserved.)

Being the same property conveyed to Clyde Ferguson and wife, Ruby Rogers Ferguson, by deed from Thomas A. Patillo and wife, Dora Dill Patillo, of record in Book 115, page 563, Register's Office for Williamson County, Tennessee. Said Clyde Ferguson having predeceased the said Ruby Rogers Ferguson.

STATE OF TENNESSEE COUNTY OF DAVIDSON	The actual consideration or value whereof is hereby received by me is \$10,000.00
Witnessed and signed by me this 13th day of September 1985.	Attest: [Signature]
My commission expires 10-24-1985.	Notary Public

TO HAVE AND TO HOLD said real estate, with the appurtenances, unto the said Grantee, their heirs and assigns forever, except for 1982 real property taxes, which have been prorated and assumed by Grantee.

My further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, their heirs and assigns, against the lawful claims of all persons.

Whoever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hands this 13th day of September 1985.

Ruby Rogers Ferguson
Ruby Rogers Ferguson

STATE OF TENNESSEE
COUNTY OF JAMISONPersonally appeared before me, Jorge E. Miller, a Notary Public in and for said County and State, Ruby Rogers Ferguson,

the within named bargainer, with whom I am personally acquainted, and he acknowledged that she executed the within instrument for purposes therein contained.

Witness my hand and official seal this 19 day of September 1982 Brandywood Tennessee.Commission expires November 24 1985 Jorge E. Miller Notary PublicSTATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, he, upon oath, acknowledged _____ self to be _____ of the _____ the within named party _____ a corporation, that _____ he as such _____ being authorized so to do executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by _____ self as _____

Witness my hand and _____ at office in _____ this _____ day of _____ 19____

Commission expires _____ Notary Public

TRANSFERRED

SEP 7 1982

WAYNE C. IRWIN, PROB. REGISTER
WILLIAMSON COUNTY

WILLIAMSON COUNTY — STATE OF TENNESSEE
Received for record the 3 day of Sept 1982
at _____ o'clock PM Noted in Note Book 321 page 50
and Recorded in _____ Book No. 422 page 944 Since _____
Paid 286.00 Fee 50 Recording Fee 600 Total 292.50
Receipt No. 39575 Witness my hand _____

J. D. Smith, Register

WARRANTY DEED

FROM

RUBY ROGERS FERGUSON

TO

MCCANLESS & COMPANY,

a Tennessee corporation

THIS INSTRUMENT PREPARED BY:

Ralph Z. Levy, Jr.
Barksdale, Whalley, Gilbert,
Frank & Milom
13th Floor, Third National Bank Bldg.
Nashville, Tennessee 37219

Compliments of
Chicago Title Insurance Company
First Floor — First American Center

Phone 255-4631
NASHVILLE, TENNESSEE 37208

137-35A

122

946

For and in Consideration of One Dollar to it paid, the receipt of which is acknowledged, and the other considerations hereinafter mentioned, McCanless & Company, a Tennessee corporation.

transfer and convey, to Ralph Z. Levy, Jr. have this day bargained and sold, and do hereby certain property in the State of Tennessee, Williamson Trustee, and his successors in trust, Two tracts of land lying and being situated in the 18th Civil District of Williamson County, Tennessee, described as follows:

FIRST TRACT: Beginning at a rock, the northwest corner of the tract; thence south 89° east 210 poles and 12 links to a stake, Redmond's corner; thence south 1° west 87 poles and 24 links to a stake in Redmond's line; thence west 43 poles to a rock; thence south $2\frac{1}{2}^{\circ}$ west 43 poles and 20 links to a rock; thence south 88° west 32 poles to a rock thence north 88° west 69 poles and 5 links to a rock; thence south 1° west 82 poles and 10 links to a stake in Pate's line; thence west 42 poles and $22\frac{1}{2}$ links to a point in the center of the Versailles Road; thence north $4\frac{1}{2}^{\circ}$ east 81 poles and $8\frac{1}{2}$ links to a rock; thence west 16 poles and 13 links to a point in the center of the road; thence north $1\frac{1}{2}^{\circ}$ east with Jones' and Crockett's line 135 poles and 18 links to the beginning, containing 189 acres and 8 poles, more or less.

SECOND TRACT: Beginning at a rock, W.C. Biffle's southeast corner and running in a north-easterly direction to a rock, Jim Redmond's southwest corner, near Nelson Creek; thence with the said Jim Redmond's line to Biffle's corner; thence with said Biffle's line to the beginning, containing by estimation 10 acres, more or less. (12 foot right of way and sufficient space on Nelson Creek for watering stock down said Redmond's line to said Creek is expressly reserved.)

Being the same property conveyed to McCanless and Company, a Tennessee corporation, by deed from Ruby Rogers Ferguson, of record in Book Register's Office for Williamson County, Tennessee.

Do Grant and to Hold said property to the said Ralph Z. Levy, Jr. Trustee, and his successor in trust, forever. The undersigned does covenant that it is lawfully seized of the said property, have a good right to convey it, and that the same is unencumbered, except for 1982 taxes. The undersigned does further covenant and bind itself, and its successors to make and representations, to warrant and defend the title to said property to the said Ralph Z. Levy, Jr. Assigns Trustee, and his successor in trust, and his assigns, forever, against the lawful claims of all persons. But this conveyance is made in trust for the following uses and trusts, and for no other purpose, to wit:

To secure the payment of a debt evidenced by a promissory note of even date herewith, executed by the Grantor, payable to Ruby Rogers Ferguson, or to her order for the principal sum of Eighty-two Thousand, Five Hundred and No/100 Dollars (\$82,500.00), with interest from the date hereof as the rate of seven and one-half percent (7 1/2%) per annum, all as set forth in said note.

Amount of indebtedness under any contingency is \$82,500.00.

Now if McCanless & Company shall pay the sum aforsaid when due, according to the terms of said note, then this instrument is to be of no further force or effect. But if it shall fail to pay the said sum of money when due as aforesaid, or any part of said sum, according to the terms above expressed, then, all of the indebtedness hereby secured shall, at the option of the owner thereof, and without notice, become immediately due and payable, and upon such default, this conveyance remains in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving 21 days' notice, by publication in some newspaper of general publication by three weekly notices in Davidson County, Tennessee, to sell said property at the Courtroom door in said County, to the highest bidder, for cash, and free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived, and the said Trustee, or his successor in trust, is authorized to make a deed to the purchaser. The creditor may bid at any sale under this conveyance. The undersigned agree that the Trustee may, at any time after default in payment of principal or interest as each falls due respectively, enter and take possession of said property, and shall only account for net rents received by him.

And the undersigned agree to keep all the buildings on said property insured in some reliable fire insurance company or companies for the sum of \$25,000.00 until the sum herein secured is fully paid, and to have the loss made payable on the policy to said Trustee for the benefit of the owners and holders of the debt herein secured. It is agreed to keep the improvements on said property in good repair and preservation and to pay all taxes and assessments, and to pay them when due; and in case it shall fail to do either, then said Trustee, or the creditor herein secured, may do either, and charge and treat the amount so expended as a part of the debt herein secured.

In case of sale under this Deed of Trust, the proceeds will be applied by the Trustee: First—To pay all the costs and charges of executing this trust, including attorney's fees and the expenses of any litigation which may arise on account of the execution and enforcement of this trust.

FULL RELEASE OF LIEN

Amount of Note: \$82,500.00

MAIL: McCarless & Co.
241 Wilson Pike Circle
Nashville, In. 37027

The undersigned, Ruby R. Ferguson hereby declares that he was the true and lawful holder and owner at the time of payment of the entire indebtedness fully described in and secured by a lien in the instrument from McCarless & Company to Ruby R. Ferguson of record in Book 422 Page 446 of the Register's Office for Williamson County, Tennessee, to which reference is here made, and hereby acknowledges payment in full of said indebtedness and the satisfaction and discharge of said lien.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF, he has hereunto subscribed his name on this 4th day of Sept. 1986

Attest Ruby R. Ferguson

STATE OF TENNESSEE
WILLIAMSON COUNTY

PERSONAL ACKNOWLEDGMENT

Personally appeared before me, Mary Lou Fox, a Notary Public in and for said County and State, the within named

the bargainors, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purpose therein contained.

Witness my hand and official seal at Franklin, Tennessee, this 4th day of September, 1986
Commission expires 6-11-87 Notary Public Mary Lou Fox

STATE OF TENNESSEE
WILLIAMSON COUNTY

CORPORATE ACKNOWLEDGMENT

Before me, _____ a Notary Public in and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the _____ of the _____ a corporation, and that he as such executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as _____
Witness my hand and official seal at Franklin, Tennessee, this _____ day of _____, 19____
Commission expires _____ Notary Public _____

STATE OF TENNESSEE
WILLIAMSON COUNTY

PARTNERSHIP ACKNOWLEDGMENT

Before me, _____ a Notary Public in and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of the within named bargainor, a partnership and that he as such partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by himself as partner.
Witness my hand and official seal at Franklin, Tennessee, this _____ day of _____, 19____
Commission expires _____ Notary Public _____

Note Book 59 Page 113
Record Book 614 Page 285
State Tax _____ Fee _____ Recording 4.00
Rec. No. 62648 Total Pd. _____

STATE OF TENNESSEE
J.D. BENNETT, JR.
REGISTER OF DEEDS
1986 SEP -4 PM 3:12

J. D. Bennett
REGISTER OF DEEDS
FRANKLIN, TENNESSEE

ADDRESS

TO

FROM

Full Release
Of Lien

**SUPERIOR WASTEWATER SYSTEMS
DOCKET NO. 21-00001
FOURTH DISCOVERY REQUEST OF THE COMMISSION STAFF**

- 4-2. The Wastewater Treatment Facility Service Agreement (“Agreement”) now has the name McCanless and Company, Inc. on the signature page. The previous contract, as well as page 1 of the Agreement and the Secretary of State’s website, has the Company name of McCanless and Company with no listing for McCanless and Company, Inc. Please clarify whether McCanless and Company, Inc. and McCanless and Company are the same entity. If not, please explain.**

RESPONSE:

“McCanless and Company, Inc.” and “McCanless and Company” are the same entity and have been inadvertently interchanged in the filing.

**SUPERIOR WASTEWATER SYSTEMS
DOCKET NO. 21-00001
FOURTH DISCOVERY REQUEST OF THE COMMISSION STAFF**

- 4-3. The map provided in Exhibit B is not readable. The map should clearly identify the location of the new treatment system (SOP-20021), the location of the existing treatment system (SOP-03032) and the two subdivisions (Kings Chapel and The Homes at Mulberry Meadows). Street names should also be included between the two locations.**

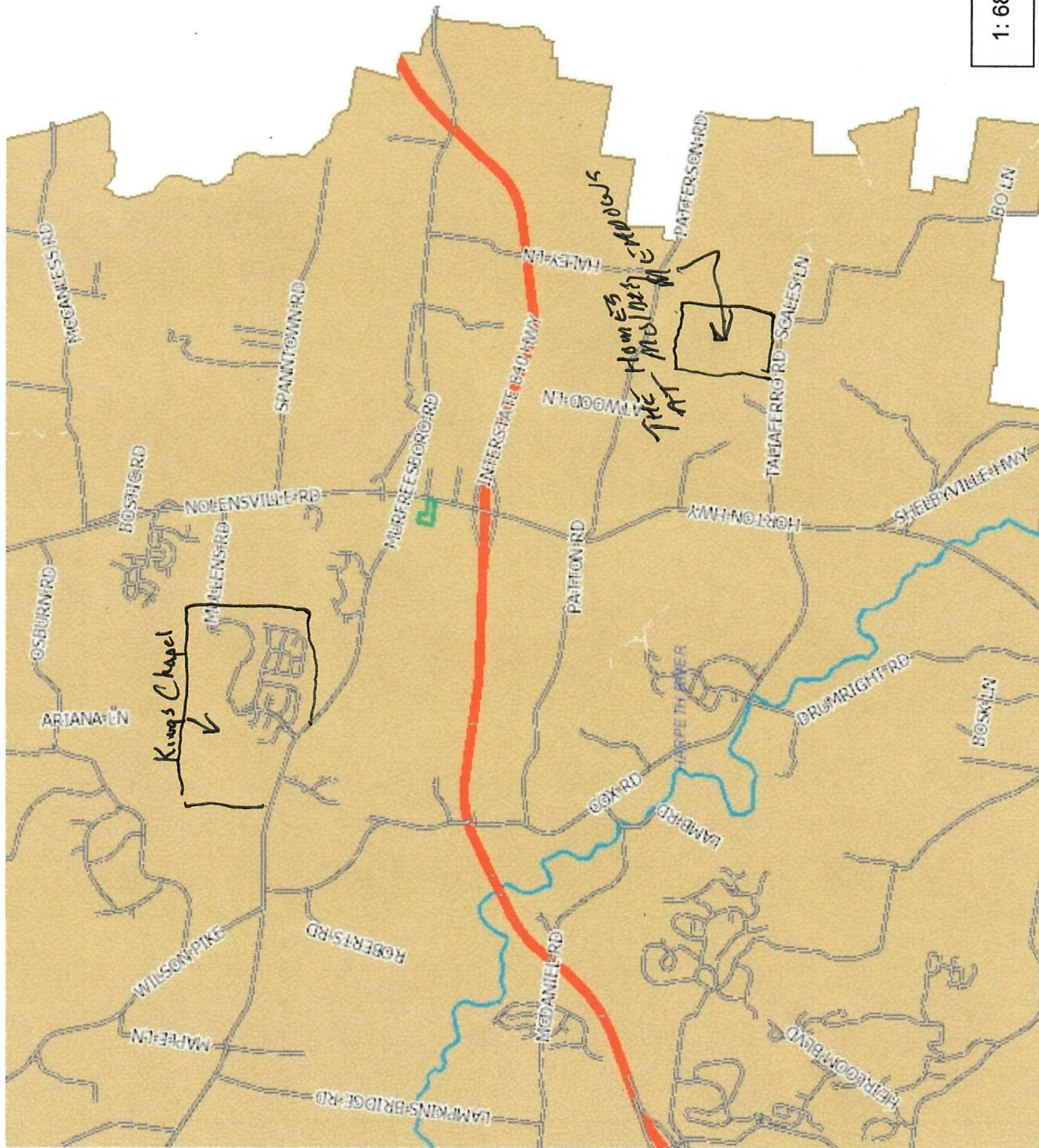
RESPONSE:

See Attachment 4-3a for a street and lot map of The Homes at Mulberry Meadows (at this point streets do not have names). The location of the treatment system (SOP-20021) is shown in the notes to this map.

See Attachment 4-3b for a map showing the street names between Kings Chapel Subdivision and The Homes at Mulberry Meadows.

A street level map of the Kings Chapel Subdivision was provided to the Commission in previous dockets.

Tools & Features Demonstration Site



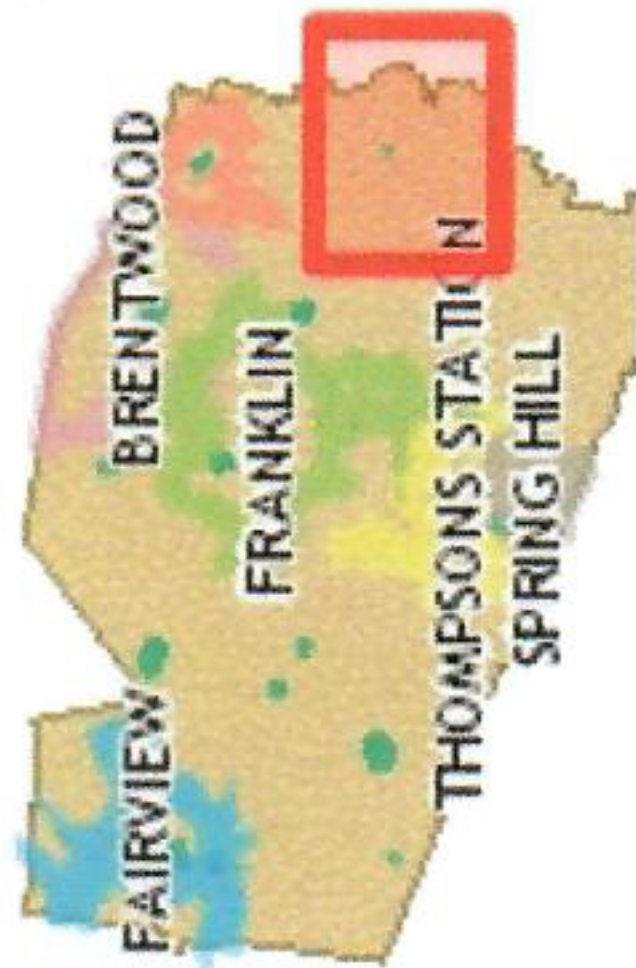
2.2 0 1.09 2.2 Miles

NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
© Latitude Geographics Group Ltd.

1: 68,948



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

Corporate Limits

- BRENTWOOD
- FAIRVIEW
- FRANKLIN
- NOLENVILLE
- SPRING HILL
- THOMPSONS STATION

Parks

Centerlines

<all other values>

INTERSTATE

ACCESS

LOCAL STREETS

MAJOR ARTERIAL

MAJOR COLLECTOR

MINOR ARTERIAL

MINOR COLLECTOR

NO NAME

UNCLASSIFIED

PRIVATE

Rivers

Williamson County

Notes

**SUPERIOR WASTEWATER SYSTEMS
DOCKET NO. 21-00001
FOURTH DISCOVERY REQUEST OF THE COMMISSION STAFF**

- 4-4. Staff Data Request item 3-3e states: The tariffed annual access fee revenue of \$84 for each unsold lot or per lot should be clearly stated. The response to 3-3e states to see Section 4 (Fees for customer sewage and wastewater treatment) on page 3 of Attachment 3-1a. The statement in the Agreement states that McCanless and Company will be liable for an annual service of Eighty-Four dollars (\$84) for all lots that remain unsold. Please confirm that that [sic] McCanless and Company will be liable for \$84 for each lot unsold. As an example, if ten homes are built then McCanless and Company would owe the Utility a total of \$1,428 (\$84 per lot x 17 unsold lots). Of course, the total number of unsold lots could increase if more lots are approved by Williamson County.

RESPONSE:

See Attachment 4-4a for a copy of a letter from the developer confirming that either McCanless and Company or Jim McCanless will be liable for the annual access fee of \$84 for each unsold lot.

Jim McCanless
McCanless and Company
P.O. Box 1687
Nolensville, TN 37165

July 14, 2021

Mr. John Powell
Superior Wastewater Systems, LLC
P.O. Box 40
Arrington, TN 37014

Dear Mr. Powell:

It is my understanding that you are requiring confirmation of the annual liability from me regarding any unsold lots in the Taliaferro Road (The Homes at Mulberry Meadows) development.

It is my understanding that either McCanless and Company or myself will be annually liable for all lots that remain unsold in the development at the current approved rate of \$84.00 per lot. Please accept this letter as confirmation of this annual liability.

Respectfully,

Jim McCanless

