

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

<b>IN RE:</b>	)	
	)	
<b>PETITION OF TENNESSEE</b>	)	
<b>WASTEWATER SYSTEMS, INC., TO</b>	)	<b>DOCKET NO. 21-00026</b>
<b>AMEND ITS CERTIFICATE OF</b>	)	
<b>CONVENIENCE AND NECESSITY</b>	)	

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**PETITION TO AMEND CERTIFICATE OF CONVENIENCE AND NECESSITY**

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Tennessee Wastewater Systems, Inc. (“TWSI”, “Utility”, or “Company”) petitions the Tennessee Public Utility Commission (“TPUC”) to amend its Certificate of Convenience and Necessity to expand its service area to include a residential subdivision in Clay County known as The Pointe.

As demonstrated in the application and attached exhibits, there is a public need for service and TWSI has the requisite management experience, financial capability, and technical expertise to provide such service pursuant to the rules and regulations of the Commission. In support of its Petition, TWSI states as follows:

**General Information:**

1. The applicant is Tennessee Wastewater Systems, Inc. which is located at 851 Aviation Parkway, Smyrna, TN 37167.
2. **Organizational Chart** – See Exhibit 2

3. **Tennessee Wastewater Systems, Inc.** is wholly owned by Adenus Group, LLC. The members of Adenus Group, LLC are Thomas Pickney, William Pickney, and Robert, Pickney. 849 Aviation Parkway, Smyrna, TN 37167. Each owns 33.3% of Adenus Group, LLC.
4. **Corporate Organizational Chart with Affiliates** – See Exhibit 4 – Adenus Solutions Group, LLC will construct the wastewater treatment plant and drip fields. Adenus Technologies, LLC will provide certain materials and supplies to the project as well as panels and telemetry monitoring to the system. TWSI is aware of and will abide by the Commission's affiliate transaction rules with respect to transactions between TWSI and its affiliates.
5. **Articles of Incorporation** – See Exhibit 5
6. **Tennessee Business License** – See Exhibit 6
7. **Description of Geographic Territory** – The Pointe Subdivision is located at 3377 Swan Ridge Rd., Celina, Tennessee 38551; Lat: 36.53806 N, Long: 85.41833 W. The closest highway is TN State Hwy 52, also known as Celina Hwy. The wastewater facility will be known as The Pointe TF. See Exhibits 7A-7B for maps detailing the development location and the lots to be served and the wastewater facilities.
8. **Description of the Proposed Wastewater System** – The proposed system is comprised of a watertight effluent pressure collection system, utilizing STEP/STEG tanks and a recirculating media filter treatment system to handle design flows from 179 residential lots.
9. **Estimated Dates for commencement and completion of construction** – Construction will commence at a time agreeable between the developer and ASG and will take approximately 180 days.
10. **Phases/Houses per Phase** – The wastewater system will serve 179 residential lots. The system will not be phased and will be constructed in its entirety. It should be noted that The Pointe subdivision consists of around 420 lots. The balance of which are/will be served by individual septic systems or be left as unbuildable greenspace.
11. **Builder/Developer Identity** – See Request to Serve Letter Exhibit 11

DH Development, LLC

Attn: Aaron Patsch  
1400 16th Street, Ste. 320  
Denver, CO 80202  
720-723-2850

**Existence of Public Need and Property Rights**

- 12. **Letters from local governments and utilities** – See Exhibit 12
- 13. **Franchise Agreement** – n/a
- 14. **Contracts and Agreements** – See Exhibit 14. Construction contract with ASG will be provided in the docket once it is executed.

**Managerial Ability:**

- 15. **Biographies of officers and key wastewater utility staff w/ list of certifications or professional licenses** – See Exhibit 15
- 16. TWSI is a certified wastewater provider in the State of Tennessee. It's parent company Adenus Group, LLC owns certified wastewater providers in Alabama, Ohio, and Kentucky.
- 17. **Merger/Acquisition** – n/a
- 18. **Treatment System Contractor** – Adenus Solutions Group, LLC will construct the wastewater treatment and disposal systems. Contracts will be filed with the Commission in this docket once executed. Adenus Solutions Group, LLC's contractor's license is attached as Exhibit 18.

**Technical Ability:**

- 19. **SOP Application/Permit** – Will be filed in this docket once submitted to TDEC.
- 20. **State Operator Certificate** – See Exhibit 20
- 21. **TWSI Contact Person:**

Matthew Nicks  
Tennessee Wastewater Systems, Inc.  
615-220-7200

22. **Engineering Certification** –The system has not been constructed at this time. The certification will be filed in this docket upon acceptance of the system by TWSI.

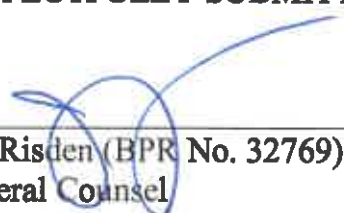
**Financial Capability:**

23. **Financial Statements** – See Exhibit 23
24. **Pro Forma (Five years of operations)** –With over 4100 customers, the addition of 179 customers over a five (5) year period will have minimal impact to the Company's overall finances (as shown in Exhibits 23 and 31).
25. **NARUC Chart of Accounts** – See Exhibit 25
26. **Plant in service account numbers** – See Exhibit 26
27. **Depreciation rates/schedule** – Depreciation is straight line with the following schedule:
- Building – 15 years
  - Fence – 7 years
  - Panel – 7 years
  - Tank – 10 years
  - Treatment – 26 years
28. **Estimated Cost of Construction** – See Exhibit 28.
29. TWSI will own the system once it is completed, inspected, and accepted by the Utility. Estimated amount of contributed capital is as identified in Exhibit 28 above (the treatment plant), plus cost of collection system and cost of the land conveyed to the Utility. Neither of these costs are known at this time but will be filed in this Docket along with the actual cost of the treatment system when provided by the Developer to TWSI, no later than at the time the final plat is signed by the Utility. Contributed Capital is recorded when the system is commissioned (accepted) by debiting the appropriate utility plant in service asset account and crediting the CIAC account.
30. **Tariff** – On file with the Commission. See Exhibit 30 for addition to The Pointe to the residential tariff sheet.

31. **Five Year Build Out Estimate of Development** – See Exhibit 31
32. **Municipal Bonding Requirements** – There are no municipal bonding requirements for the wastewater system.
33. **Performance Bond** – Performance bond will be provided in this docket prior to commencement of construction for this project.
34. **Funding Sources** - The developer is responsible for funding the construction of the wastewater system.
35. **Financial Security** – On file with the Commission.

THEREFORE, having shown that a public need exists and that TWSI possesses the requisite managerial, technical, and financial capabilities to provide service to The Pointe subdivision in Clay County, Tennessee, TWSI respectfully requests the Commission's approval of 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](mailto:jeff.riden@adenus.com)

**Tennessee Wastewater Systems, Inc.**

**Organizational Chart**

**Jeff Ridsen, CEO**

**Matthew Nicks, President**

**Thomas Pickney, Secretary**

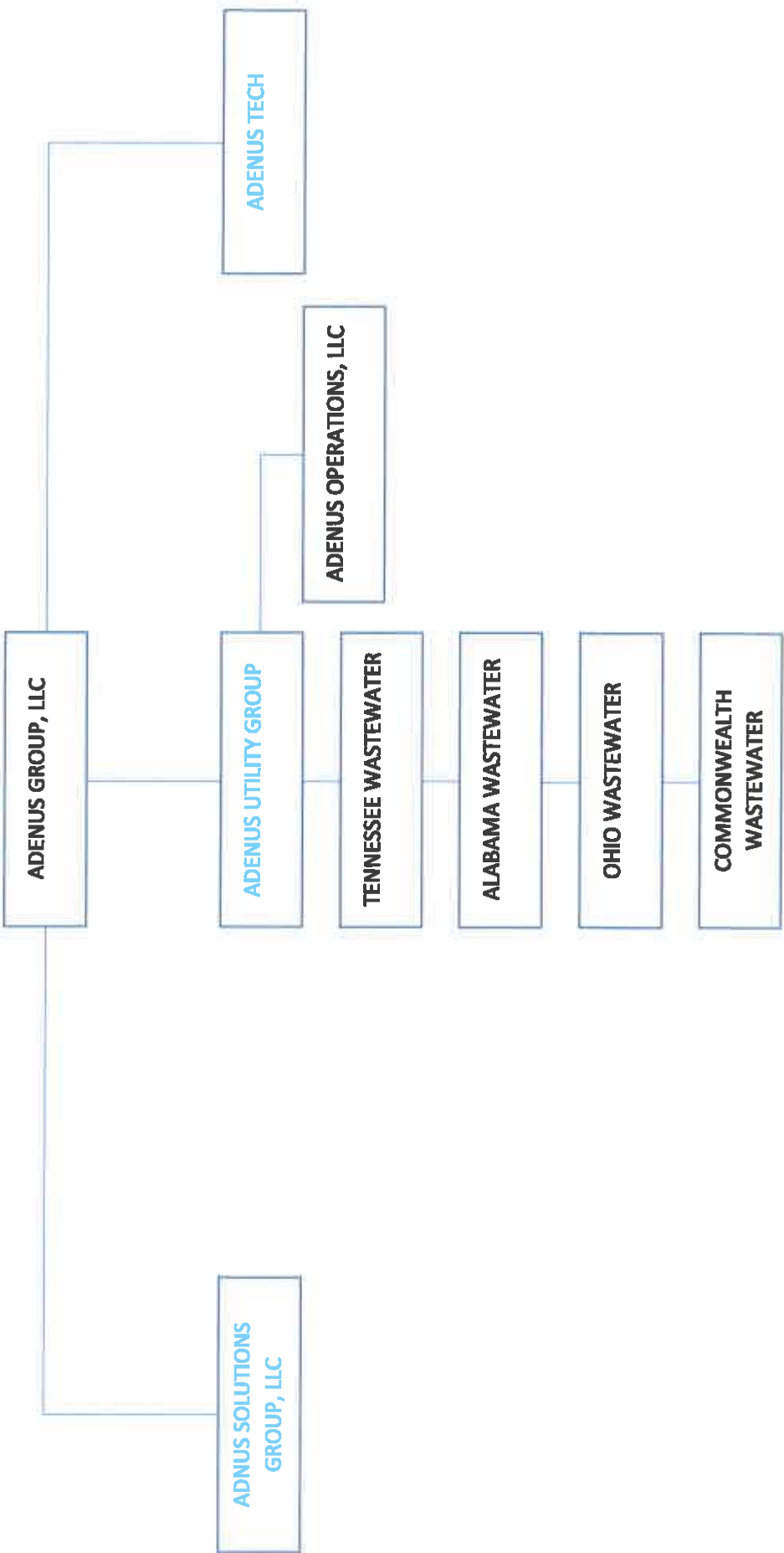
**William Pickney, Treasurer**

**Suzanne Christman, Controller**

**Billy Dranes, Operations Manager, Middle TN**

**Jeremy Stewart, Operations Manager, East TN**

ADENUS GROUP, LLC  
ORGANIZATIONAL CHART



State of Tennessee



Department of State  
Corporate Filings  
312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, TN 37243

ARTICLES OF AMENDMENT  
TO THE CHARTER  
(For-Profit)

FILED  
2003 JUL -7 PM 2:34  
RILEY DARNELL  
SECRETARY OF STATE

CORPORATE CONTROL NUMBER (IF KNOWN) 0263854

PURSUANT TO THE PROVISIONS OF SECTION 48-20-106 OF THE TENNESSEE BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS CHARTER:

1. PLEASE INSERT THE NAME OF THE CORPORATION AS IT APPEARS OF RECORD:

ON-SITE SYSTEMS, INC.

IF CHANGING THE NAME, INSERT THE NEW NAME ON THE LINE BELOW:

Tennessee Wastewater Systems, Inc.

2. PLEASE MARK THE BLOCK THAT APPLIES:

- ☒ AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY THE SECRETARY OF STATE.  
☐ AMENDMENT IS TO BE EFFECTIVE, \_\_\_\_\_ (MONTH, DAY, YEAR)

(NOT TO BE LATER THAN THE 90TH DAY AFTER THE DATE THIS DOCUMENT IS FILED.) IF NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL BE EFFECTIVE AT THE TIME OF FILING.

3. PLEASE INSERT ANY CHANGES THAT APPLY:

- A. PRINCIPAL ADDRESS: \_\_\_\_\_ STREET ADDRESS  
\_\_\_\_\_  
CITY STATE/COUNTY ZIP CODE
- B. REGISTERED AGENT: \_\_\_\_\_
- C. REGISTERED ADDRESS: \_\_\_\_\_ STREET ADDRESS  
\_\_\_\_\_  
CITY TN STATE ZIP CODE COUNTY
- D. OTHER CHANGES: \_\_\_\_\_

4. THE CORPORATION IS FOR PROFIT.

5. THE MANNER (IF NOT SET FORTH IN THE AMENDMENT) FOR IMPLEMENTATION OF ANY EXCHANGE, RECLASSIFICATION, OR CANCELLATION OF ISSUED SHARES IS AS FOLLOWS:

6. THE AMENDMENT WAS DULY ADOPTED ON June 30, 2003 (MONTH, DAY, YEAR)  
BY (Please mark the block that applies):

- ☐ THE INCORPORATORS WITHOUT SHAREHOLDER ACTION, AS SUCH WAS NOT REQUIRED.  
☒ THE BOARD OF DIRECTORS WITHOUT SHAREHOLDER APPROVAL, AS SUCH WAS NOT REQUIRED.  
☐ THE SHAREHOLDERS.

PRESIDENT  
SIGNER'S CAPACITY

Charles L. Pickney, Jr.  
SIGNATURE

DATE

Charles L. Pickney, Jr.  
NAME OF SIGNER (TYPED OR PRINTED)





**Tre Hargett**  
Secretary of State

**Division of Business Services**

**Department of State**

**State of Tennessee**

312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

JEFF RISDEN  
JEFF RISDEN  
851 AVIATION PARKWAY  
SMYRNA, TN 37167

February 8, 2021

Request Type: Certificate of Existence/Authorization  
Request #: 0402117

Issuance Date: 02/08/2021  
Copies Requested: 1

**Document Receipt**

Receipt #: 006056982

Filing Fee: \$20.00

Payment-Credit Card - State Payment Center - CC #: 3798738680

\$20.00

Regarding: TENNESSEE WASTEWATER SYSTEMS, INC.

Filing Type: For-profit Corporation - Domestic

Formation/Qualification Date: 03/16/1993

Status: Active

Duration Term: Perpetual

Business County: RUTHERFORD COUNTY

Control #: 263854

Date Formed: 03/16/1993

Formation Locale: TENNESSEE

Inactive Date:

**CERTIFICATE OF EXISTENCE**

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

**TENNESSEE WASTEWATER SYSTEMS, INC.**

\* is a Corporation duly incorporated under the law of this State with a date of Incorporation and duration as given above;

\* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

\* has filed the most recent annual report required with this office;

\* has appointed a registered agent and registered office in this State;

\* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett  
Secretary of State

Processed By: Cert Web User

Verification #: 044379741



# THE POINTE - STEP SEWER SYSTEM

## Map - General Service Area

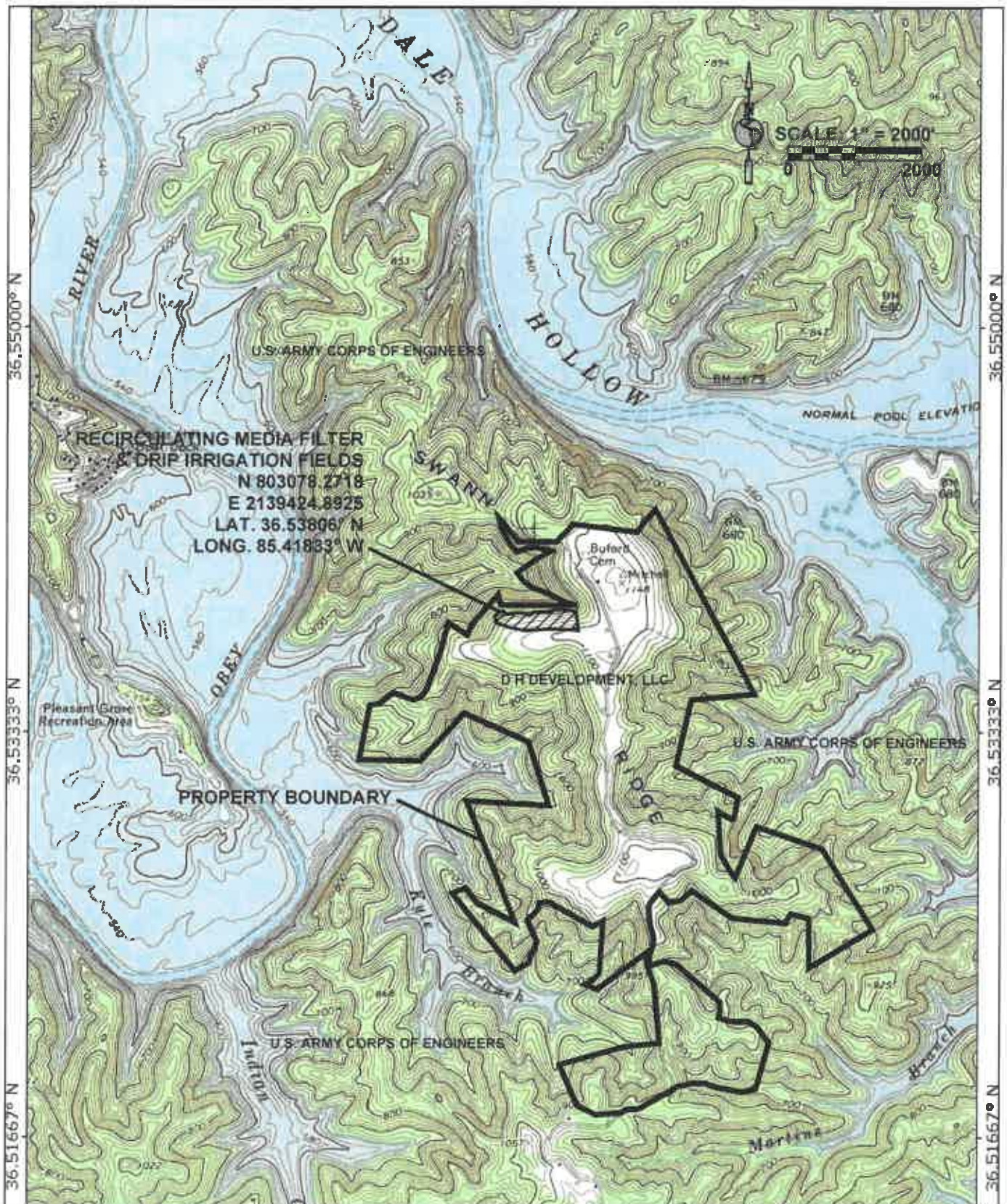
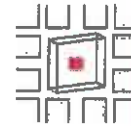
EXHIBIT 7A

FARMER | MORGAN

PLANNING • DESIGN • CONSTRUCTION

Nashville, TN | Memphis, TN | Huntsville, AL

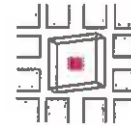
www.farmermorgan.com





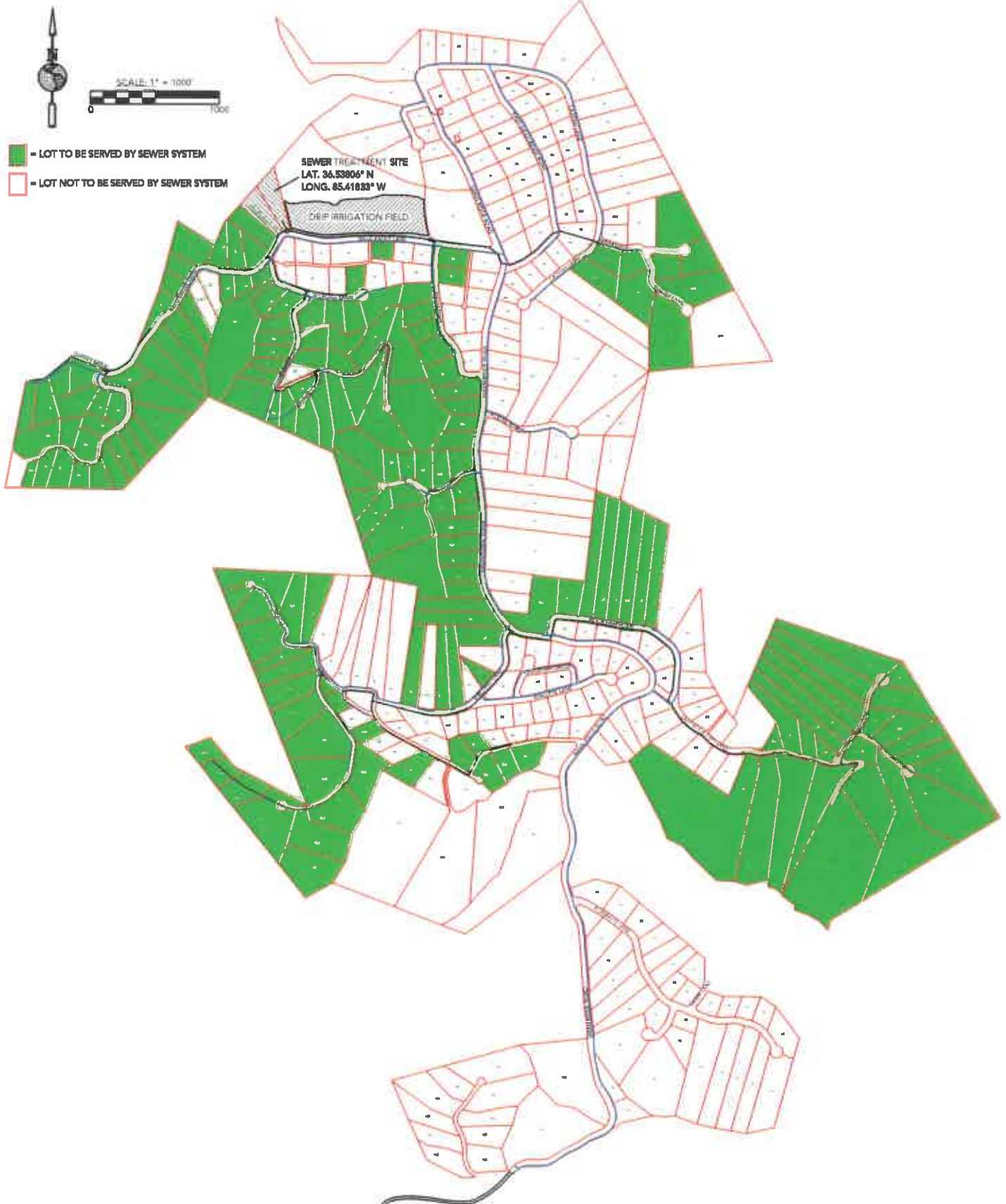
## THE POINTE - STEP SEWER SYSTEM

## Map - Lots to be served



FARMER | MORGAN

PLANNING • DESIGN • CONSTRUCTION

Nashville, TN | Knoxville, TN | Huntsville, AL  
www.farmermorgan.com

Tennessee Wastewater Systems, Inc.

Re: Utility Services Agreement dated November 5th, 2020,  
for The Pointe at Dale Hollow, ("Agreement")

Dear Mr. Risen:

Pursuant to the Agreement reference above, and in furtherance of our application to the Tennessee Public Utility Commission, ("TPUC"), we are, by this correspondence, formally requesting that Tennessee Wastewater Systems, Inc., ("TWI"), provide sewer services to The Pointe at Dale Hollow under the terms and provisions of the Agreement. We further certify to TWI that, as and when required by the Agreement, that DH Development, LLC, ("DH"), shall convey to TWI the real property upon which the system is to be constructed, along with and including the real property necessary for the drip fields, and all necessary easements. DH further certifies that it has good and marketable title to the same and is in a position to make these transfers, which real property and easements are, and shall be, sufficient for the construction and operation of the System under the Agreement. Additionally, DH shall convey the System to TWI upon completion of the same.

Sincerely,

DH Development, LLC

  
Aaron M. Patsch (Jan 27, 2021 08:09 MST)

By: Aaron M. Patsch

Its: Authorized Representative

Tonya Spears, Mayor  
330Dow Ave.  
P.O.Box.449  
Celina, TN 38551  
PH: (931)243-2115  
Fax (931) 243-4743



Vice Mayor, Donald Haston  
Alderman, Buddy Thompson  
Alderman, Bruce Rhoton

[www.cityofcelinatn.com](http://www.cityofcelinatn.com)

February 1, 2021

DH Development  
1630 16<sup>th</sup> Street  
Suite300  
Denver, CO 80802

RE: Sewer Availability  
The Pointe at Dale Hollow

To whom it May Concern,

Regarding the request for sewer availability dated January 25, 2021, the city of Celina has reviewed the project location and has conferred with our Engineer and based upon the location and review, this letter is to serve as a formal denial of service for the subject property due to location and availability. The subject property is outside the City's service area and it is not feasible to extend service to this development at this time.

Should you have any questions or need anything additional regarding this request please let me know.

Sincerely,

City of Celina

Tonya Spears  
Mayor

**SANITARY SEWER SERVICE AGREEMENT**

This Sanitary Sewer Service Agreement (the "Agreement") is made and entered as of this 5<sup>th</sup> day of November, 20 20, by and between **TENNESSEE WASTEWATER SYSTEMS, INC.**, a Tennessee corporation ("TWS") and **DH Development, LLC**, a Delaware limited liability company ("Developer").

**WITNESSETH:**

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

**WHEREAS**, Developer intends to develop a residential development community presently known as **The Points Subdivision** (the "Development"), located in Clay County, Tennessee as described on Exhibit A attached hereto;

**WHEREAS**, Developer has completed the plans for the Development and plats for same, as indicated on Exhibit A, have already been recorded, with additional lots and phases yet to be platted and recorded;

**WHEREAS**, Developer is responsible for constructing the wastewater treatment system along with the collection and disposal system to serve the Development in accordance with the Plans and Specifications so that TWS is able to serve the wastewater treatment and disposal needs of the Development;

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

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

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

1. **Definitions.** In addition to the terms defined in the text of this Agreement, for purposes hereof, the following terms shall have the meaning ascribed to them below:
  - (a) "Applicable Laws" means all applicable constitutions, treaties, statutes, rules, regulations, ordinances, orders, directives, codes, judgments, decrees, injunctions, writs and determinations of any governmental or quasi-governmental authority.
  - (b) "Certified Installer" means a person who is certified by Adenus Technologies, LLC to construct and install the watertight tanks and service line connections within the Lot(s) of the Development.
  - (c) "Development" means that certain residential housing development owned and developed by Developer upon the Property and will utilize the Sewer System for wastewater treatment and disposal.
  - (d) "Effective Date" means the date the last of the parties hereto executes this Agreement.
  - (e) "Event of Force Majeure" means a strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another

governmental authority, or any other occurrences beyond the reasonable control of the party in question; provided lack of necessary funds shall not be considered an "Event of Force Majeure" for purposes hereof.

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

(g) "Lot" or "Lots" shall mean a portion or portions of the Property, which are shown on a Plat after the Plat has been recorded in the County Register of Deeds.

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

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

(j) "Plat" shall mean a subdivision plat or all or a portion of the Property which shows roads, open space, and Lots and Wastewater Lots.

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

(l) "TPUC" means the Tennessee Public Utility Commission and any successor thereto.

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

(n) "Sewage Facility Land" means that land described on Exhibit B upon which the Sewage Facility is located, attached hereto.

(o) "Sewer System" means the Sewage Facility Land approved for 179 residential lots, the Sewage Facility more particularly described in the Plans and Specifications, including, but not limited to all lines, pipes, meters, lift stations, equipment, machinery, fixtures, trade fixtures, easements and personal property used in connection with the operation thereof, whether or not located on the Sewage Facility Land or the Property, as the same may be altered, improved, modified, expanded or relocated from time to time.

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

(q) "Wastewater Lot" means the same as shown on any Plat of the Property.

(r) "Clay County" or the "County" means Clay County, Tennessee.

2. **Compensation.**

(a) Developer will pay TWS a \$800.00 per lot inspection and review fee for each lot designated on the final amended plat for connection to the Sewer System. This amount is due at the time the amended plat is signed by TWS.

(b) Taxes -- Developer is responsible for paying the corporate income tax as further explained in Paragraph 12(b).

(c) TWS will withhold signing the final plat for the development until all fees associated with the construction and installation of the System have been paid in full by the Developer.

3. **Sanitary Sewer Service.**

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

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

(c) *Acceptance by TWS.* Upon completion of the Sewer System by the Developer for each phase of the Development; approval of the Sewer System by TWS, payment of all fees due under Section 2(a) applicable to Lots contained in such phase and conveyed to TWS any Wastewater Lot applicable to such phase; TWS agrees to and will accept contribution of the system as an expansion and improvement of the Sewer Facility and Sewer System and will commence providing sewer service for such phase. TWS shall be under no obligations to furnish sewer service for the Development until the Developer has fully and satisfactorily performed under and pursuant to this Agreement.

4. **Permits.** TWS shall obtain and pay for all permits, licenses and other approvals necessary to allow TWS to deposit the applicable GSPD into the Sewer System, including, but not limited to, any regulatory approvals that must be obtained from the TPUC or any other governmental or quasi-governmental authority.

5. **Sewer System Construction.**

(a) *Installation.* At its own expense and at no cost or expense to TWS, Developer shall furnish, install, lay and construct all of the Sewer System as required by TWS. The construction and installation of the Sewer System improvements shall be in strict accordance with the Plans and Specifications as approved by TWS. TWS shall inspect the construction of the improvements upon



intervals determined by TWS. All Sewer System improvements shall be located as approved by TWS.

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

(c) *Wastewater System Performance Bonds.* The Developer shall post any bonds as may be required, if any, by Clay County and TPUC.

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

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

(a) convey by quit claim deed (the "Deed"), in the form attached hereto as Exhibit F, the Sewage Facility Land to TWS and provide title insurance policy, not to exceed \$150,000.00 (U.S. dollars);

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

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

(d) provide the TWS with "as-built" plans for the Sewer System;

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

All costs, fees and expenses related to the foregoing within this Section 6 shall be the sole responsibility of Developer, including, without limitation, recording fees, transfer taxes, title premiums, title endorsement charges and survey costs.

7. **Developer Warranty.** The Developer hereby warrants all Sewer System improvements installed pursuant to the provisions of this Agreement against defects in workmanship and materials for a

period of three (3) years from the date that TWS accepts contribution of the system by the Developer to TWS. This warranty obligation applies only to matters arising out of or related to construction of the Sewer System and not to damage caused by third parties. The warranty obligation above may be unilaterally transferred by Developer to the lawfully organized homeowner's association of the Development without the prior written consent of TWS, (but with notice of the assignment to TWS), at which time the Developer shall be deemed released from all obligations under the warranty. The Developer hereby warrants that the Sewer System improvements shall be paid for in full and that no liens or encumbrances shall remain in regard to the Sewer System improvements.

**8. Representations and Warranties.**

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

(i) TWS is a corporation duly organized and validly existing and in good standing under the laws of the State of Tennessee and is duly qualified to transact business in the State of Tennessee; and

(ii) TWS has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder; and

(iii) The execution, delivery and performance of this Agreement by the TWS does not conflict with or result in a violation of its organizational documents or Applicable Laws; and

(iv) The execution, delivery and performance of this Agreement by TWS does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which the TWS is bound; and

(v) TWS has not received a notice of violation of any type, or a notice of any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse effect upon its ability to fulfill all of its obligations under this Agreement; and

(vi) The execution, delivery and performance of this Agreement by TWS will not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court or governmental instrumentality; and

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

(viii) TWS has the financial reserves and management capability to perform its obligations under this Agreement for the benefit of the Developer through the substantial completion of the Development.

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

(i) Developer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Tennessee and is duly qualified to transact business in the State of Tennessee; and

(ii) Developer has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder, without the consent or approval of any governmental authority; and

(iii) The execution, delivery and performance of this Agreement by Developer does not conflict with or result in a violation of its organizational documents or Applicable Laws; and

(iv) The execution, delivery and performance of this Agreement by Developer does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Developer is bound; and

(v) Developer has not received notice of any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse effect upon its ability to fulfill all of its obligations under this Agreement; and

(vi) The execution, delivery and performance of this Agreement by Developer will not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court or governmental instrumentality; and

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

(viii) Developer warrants and represents that it will use good faith best efforts to assist with, and cooperate in, the applications for, and acquisition of, all necessary permits prior to the construction of the sanitary sewer.

## **9. Default and Termination.**

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

(i) Developer has materially failed to perform or has been negligent in the performance of its construction of the Sewer System pursuant to the terms of this Agreement and in accordance with the Plans and Specifications and has failed to cure said failure or negligence within sixty (60) calendar days after receiving written notice from TWS specifying in detail the nature of such failure or negligence; provided if such failure or negligence cannot reasonably be cured within said sixty (60) calendar day period, then TWS may not terminate this Agreement if Developer has commenced to cure the failure or negligence within said sixty (60) calendar day period and thereafter prosecutes such cure to completion with reasonably acceptable diligence; or

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

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

(b) Developer may terminate this Agreement, at any time during the term of this Agreement prior to completion of the Sewer System, if TWS loses its licensure or permits with the State of Tennessee, or materially breaches this Agreement, unless the same is cured within sixty (60) days from written notice thereof, or if a receiver, liquidator, or trustee of TWS shall be appointed by court order, or a petition to liquidate or reorganize TWS shall be filed against TWS under any bankruptcy, reorganization or insolvency law and such order or petition is not vacated or dismissed within sixty (60) calendar days, or TWS shall voluntarily file a petition in bankruptcy or request for reorganization under any provision of the bankruptcy reorganizational insolvency laws unless such petition is dismissed within sixty (60) calendar days after the filing thereof, or if TWS shall make an assignment of all or substantially all of its assets for the benefit of creditors, or if TWS is adjudicated bankrupt.

**10. Indemnification.**

- a) Each party agrees to indemnify and hold harmless the other from, against and/or with respect to:
  - i) Any loss, expense, liability, damage, or deficiency resulting from any material misrepresentation, breach of warranty, or nonfulfillment of any covenant or agreement on the part of such party made or given in or with respect to this Agreement, or from any material misrepresentation in or omission from any certificate, schedule, exhibit or other document or instrument furnished or to be furnished to the other in connection with the transactions provided for in this Agreement, or from any gross negligence or willful misconduct of the other party; and/or
  - ii) Any and all costs and expenses (including attorneys' fees) arising in connection with any of the foregoing.
- b) In addition to the above, Developer shall indemnify and hold TWS harmless of, from, against and in respect of:
  - i) Any tax lien, levy, assessment, payment, liability, penalty or other deficiency, whether disputed or not, suffered or incurred by TWS as a result of or arising out of Developer's ownership of the Property;
  - ii) Any judgment, award, payment, settlement, cost or expense arising out of Developer's ownership of the Property, and rendered against or suffered or incurred by TWS as a result of or with respect to any lawsuit or cause of action against or involving the Property;
  - iii) Any and all liabilities, whether disputed or not, suffered or incurred by TWS as a result of or arising out of Developer's ownership of the Property; and/or
  - iv) Any and all costs and expenses (including attorneys' fees) arising in connection with any of the foregoing.
  - v) Any violation of any permit requirement of the State of Tennessee, Clay County, and any other governing or regulatory authority with jurisdiction over the construction of the sanitary sewer.

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

11. **Environmental Indemnity.** In addition to the above, Developer represents, warrants and covenants to, for and with TWS that:

(a) there are no Hazardous Materials which have been generated and disposed of by Developer or which have been generated and disposed of by Developer and have migrated to the Property (including the ground water thereon) from any adjacent real estate owned, leased, or otherwise controlled by Developer, (except for those Hazardous Materials which may be stored on or about the Property in accordance with the Applicable Environmental Laws), as such terms are defined in the Applicable Environmental Laws, or in any regulations promulgated pursuant thereto; and

(b) there are no underground storage tanks which are owned or operated by Developer located in or about the Property; and

(c) Developer has not received any notice and to the best knowledge of Developer no notice has been given to any party in the chain of title to the Property, by any person claiming any violation of, or requiring compliance with, any Applicable Environmental Laws, demanding payment or contribution for environmental damage; and

(d) to the best knowledge of Developer, no investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Materials located, on about or under all or a portion of the Property or contiguous or adjacent to the Property (provided that such contiguous or adjacent property is owned or controlled by Developer) is pending, or, to the knowledge of Developer, proposed, threatened or anticipated.

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

12. **Developer Obligations.**

(a) The Developer shall pay a monthly wastewater capacity reservation fee of \$10.00 per platted Lot, or as may be amended from time to time by the TPUC, for each Lot owned that is not attached to the Sewer System. Should the Developer sell a Lot, the Developer agrees to include in the sales contract with the purchaser the requirement to pay to TWS a monthly wastewater capacity reservation fee at the then current TPUC established rate to defray the cost of testing and reporting to the State of Tennessee. The fee shall be payable monthly by the 15<sup>th</sup> for the Lot Owners of record. When the Lot is connected to

the Sewer System, the Lot Owner is required to execute a customer sewer service agreement with TWS and will pay a prorated fee for that month. The capacity reservation fee shall not be charged thereafter so long as the Lot Owner maintains service.

(b) Developer shall pay TWS the federal corporate income tax associated with the amount of the contribution of the wastewater system. The formula to be used to calculate the tax is as follows:

$TR/(1-TR) * C + P$ . TR is the current effective corporate tax rate which is presently 21%. C is the amount of cash provided to TWS and P is the amount (cost) of the property (real and personal) to be conveyed to TWS. The taxes shall be paid at the time of the Sewer System is accepted by TWS.

13. Operation, Maintenance and Improvements.

(a) TWS shall:

(i) perform all repairs, maintenance and replacements necessary to keep the Sewer System in a good working order; and

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

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

14. Restrictive Covenants. Developer shall amend the declaration or other instrument regarding restrictive covenants for the Development to include a provision regarding the sewage disposal system set forth herein as drafted by TWS, in form and substance as more particularly set forth in Exhibit H, attached hereto.

15. Water Valve Requirements. Developer shall require each Lot Owner, at his or her expense, to install a water shut off valve with an appropriate valve box in the water line on the customer's side of the water meter at each home in the subdivision. If the Developer sells the lot to allow another party to build on the lot, they must insure that the purchaser is notified of the water valve requirements.

16. Assignment. Neither Developer nor TWS shall have the right to sell, assign, transfer, lease or convey all or a portion of its rights hereunder without the prior written consent of the other party. Developer and TWS shall have the right to assign all of its rights under this Agreement to any party purchasing the Sewer System or the Property so long as such party assumes all of Developer or TWS's obligations hereunder. It is agreed that as used herein, "Developer" shall mean Developer and its respective successors, assigns, transferees and tenants, with the exception of customers purchasing completed homes on the Property, and "TWS" shall mean TWS and its respective successors and assigns.

17. Miscellaneous.

- (a) **Entire Agreement.** This Agreement (i) constitutes the entire agreement and understanding of Developer and TWS with respect to the subject matter hereof, and (ii) may be amended only by a written instrument executed by Developer and TWS.
- (b) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Tennessee.
- (c) **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- (d) **No Waiver.** No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any right or remedy accruing upon the breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver by Developer or TWS of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.
- (e) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be added as a part of this Agreement that is as similar to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- (f) **Prior Drafts.** All negotiations, considerations, representations and understandings between Developer and TWS are incorporated herein. No inference shall be drawn from the addition, deletion or modification of any language contained in any prior draft of this Agreement.
- (g) **Attorneys' Fees.** If any legal proceeding is commenced to (i) enforce the terms of this Agreement or (ii) interpret the provisions contained herein, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party.
- (h) **Exhibits.** TWS and Developer hereby acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.
- (i) **Relationship Between the Parties.** This Agreement shall not be deemed or construed to create a partnership or joint venture between Developer and TWS or cause Developer or TWS to be liable or responsible in any way for the agreements, actions, liabilities, debts or obligations of the other.
- (j) **Counterparts.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed as original documents and all such counterparts shall together constitute one and the same instrument.

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

**TWS**

**TENNESSEE WASTEWATER SYSTEMS**  
a Tennessee corporation

By: 

Name: Jeff Hiesher

Title: Chief Executive Officer

**Developer**

**DE DEVELOPMENT, LLC**  
a Delaware limited liability corporation

By: 

Name: Aaron M. Patch

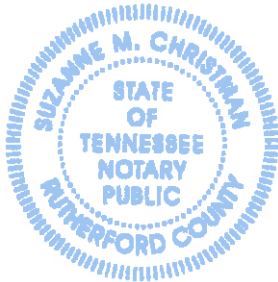
Title: Authorized Representative



STATE OF TENNESSEE  
COUNTY OF Rutherford

Personally appeared before me, Suzanne Christman, Notary Public, Loeff Rispin, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Executive Officer of Tennessee Wastewater Systems, the within named bargainer, a Tennessee corporation, and is authorized to execute this instrument on behalf of Tennessee Wastewater Systems.

WITNESS my hand, at office, this 5 day of November 2020.



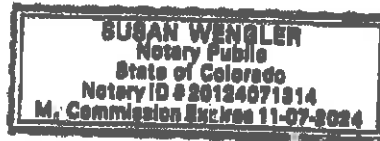
Suzanne M. Christman  
Notary Public  
My Commission Expires: 10/21/2024

STATE OF DENVER  
COUNTY OF Denver

Personally appeared before me, Susan Wengler, Notary Public, Andrew M. Blach, with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the General Manager of DH Development, LLC, the within named bargainer, a Delaware Limited Liability Company, and is authorized to execute this instrument on behalf of DH Development, LLC.

WITNESS my hand, at office, this 9 day of November 2020.

Susan Wengler  
Notary Public  
My Commission Expires: 11/7/2024



**Exhibit A**

**Property**

**Exhibit B**  
**Seismic Facility Land**

**Exhibit C**  
**Plans and Specification**

**USER MANUAL**

**DO'S AND DON'TS**

**For**

**EFFLUENT COLLECTION SYSTEMS**

Copy to be provided and can be viewed online at:

**[http://adenus.com/Adenus\\_Homeowners\\_Manual.pdf](http://adenus.com/Adenus_Homeowners_Manual.pdf)**

**Exhibit E**

**Sewer Service Agreement**

DATE: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

ADDRESS OF PROPERTY \_\_\_\_\_

LOT # \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

I hereby make application to Tennessee Wastewater Systems, Inc. ("TWS") for sewer service at the address of property stated above. In consideration of the undertaking on the part of TWS to furnish sewer service, I understand, covenant and agree as follows:

1. I understand that the components of a sewer system have been installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by TWS. I warrant that any connection to and/or subsequent use to this system by the components on my property shall be in accordance with the Rules, Regulations and Plans of TWS. Regarding my usage of the system components on my property, which are owned by me, I covenant to follow the guidelines set forth in the USER MANUAL (Do's and Don'ts for an Effluent Collection System). Should I violate these Rules and/or abuse or damage my components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of TWS.
2. I acknowledge TWS, its successors and assigns have a perpetual easement in, over, under and upon the above specified land as shown on the property plat, with the right to operate and repair all components of the sewer system on my property, including but not limited to the Interceptor tank and the Interceptor Pump or Interceptor Gravity Tank systems. I further grant TWS permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.
3. For all other plumbing and structures on the property, including the outfall line to the Interceptor tank, I agree that I am responsible for all operation and repair thereof.
4. I hereby authorize TWS to purchase and install a cutoff valve on my side of my water meter and grant TWS exclusive right to use such valve in accordance with its Rules and Regulations. I understand that TWS may charge me for reasonable reimbursements for the purchase and installation of the valve. However, the use of this valve does not in any way relieve me of my obligation to pay for water service to the service provider.
5. I understand and agree to promptly pay for service at the then current schedule of rates and fees and agree to abide by and be subject to TWS's billing and cutoff procedures. Should I not pay in accordance with TWS's Rules, I agree to pay all costs of collection, including attorney fees.
6. I accept the current Rules and Regulations and the Rates and Fees Schedule and agree to abide by any amendments to such Schedules.
7. I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above-described property. When such circumstances no longer exist, I agree to provide notice to TWS at least thirty (30) days in advance of my vacating the property.

SUBSCRIBER'S SIGNATURE \_\_\_\_\_

Exhibit E

Form of Deed

**SPECIAL WARRANTY DEED**

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

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

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

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

Signed: \_\_\_\_\_

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

**ACKNOWLEDGEMENT**

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

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

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

**Exhibit G**

**Form of Sewer Line Easements**

Tennessee Wastewater Systems, Inc.  
851 Aviation Parkway  
Smyrna, TN 37167

Subdivision \_\_\_\_\_  
Book \_\_\_\_\_  
Page \_\_\_\_\_

**DEED FOR EASEMENT FOR WASTEWATER SYSTEM LINES & EQUIPMENT**

This Deed made by and between \_\_\_\_\_ . LLC, Grantor, and Tennessee Wastewater Systems, Inc., a public utility company, Grantee.

**WITNESSETH:**

WHEREAS, Grantor owns a certain Subdivision in the \_\_\_\_\_ Civil District of \_\_\_\_\_ County, Tennessee, the same being the land conveyed to them by \_\_\_\_\_ of record in Deed Book # \_\_\_\_\_, Page # \_\_\_\_\_, Register's Office of \_\_\_\_\_ County, Tennessee, and

WHEREAS, Grantee's Contractor is installing wastewater lines and equipment throughout the subdivision property for the purpose of installing a state approved sanitary sewer system, and

WHEREAS, it is the desire of the Grantor to grant a perpetual easement to the Grantee for the laying, installation, operation and maintenance of wastewater lines and equipment along, over and across the lands.

NOW, THEREFORE, Grantor, for and in consideration of inducing Grantee to construct the said wastewater lines and equipment and for no monetary consideration and other good and valuable consideration, the receipt of all of which is hereby acknowledged, does hereby grant, give and convey unto Grantee, its successors and assigns, the perpetual right and easement to lay, construct and install wastewater lines and equipment and to operate, maintain and repair said wastewater system under and across their land. Said easement shall be a Twenty (20) foot construction easement with a Ten (10) foot perpetual easement in width and parallel to the wastewater lines. Grantor does hereby grant, give and convey to Grantee a perpetual right to cut, trim or remove the trees, shrubbery and like obstructions, and for the purpose of the constructions, reconstruction, repairing, operating and maintaining said lines along, over and across the area which is located within Five (5) feet of the side of the center line of said wastewater line as actually installed.

It is agreed and understood that the contractor for Grantee shall be financially responsible for all damages done to the fences and any other structures at the time of installation or maintenance of the wastewater lines and shall cleanup and re-grass according to present usage.

Grantor will give notice of this deed to each and all of his assigns of the subject property.

As used where, the singular includes the plural and the masculine includes the feminine.



IN WITNESS WHEREOF, the undersigned have set their hands and seals on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GRANTOR: \_\_\_\_\_

By: \_\_\_\_\_

GRANTEE: TENNESSEE WASTEWATER SYSTEMS, INC

By: \_\_\_\_\_

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority, a Notary Public, in and for the State and County aforesaid, the forenamed bargainers, \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purpose contained therein.

Witness my hand and official seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:  
\_\_\_\_\_

## **Exhibit H**

### **Restrictive Covenants**

#### **SPECIAL PROVISIONS REGARDING WASTEWATER DISPOSAL**

Section 1. Wastewater System. The Property and each Lot located thereon shall be served by a wastewater treatment and disposal system to be operated by the Wastewater Utility. Each Owner, by purchase of a Lot, agrees to enter into an agreement regarding the Wastewater System with such Wastewater Utility in form and substance satisfactory to such Wastewater Utility, and to abide by any rules, regulations or other requirements of such Wastewater Utility regarding the Wastewater System ("Do's & Don'ts for Effluent Collection Systems").

Section 2. Wastewater Utility. No individual wastewater disposal system shall be permitted on any Lot. The Wastewater System of the Property will be owned and operated by the Wastewater Utility, a public utility company, which is regulated by the Tennessee Public Utility Commission. Water and sewer lines will be installed to the line of each Lot. It will be the responsibility of a Lot Owner who is building a home to extend these lines to the dwelling and install components per the specifications of the Wastewater Utility.

#### **Section 3. System Requirements.**

(a) The Wastewater System being installed requires the Owner of each Lot to purchase and install a tank system on the Residential Unit when constructing a building and before occupancy of the dwelling. After installation of the tank is accepted by the Wastewater Utility, all maintenance, service and/or replacement will thereafter be the responsibility of the Wastewater Utility. The Owner by accepting a deed to a Lot in The Pointe subdivision grants a convenience easement onto and across the property to the Wastewater Utility responsible for maintenance of the collection lines and sewer tank system. The Owner shall purchase and install, at the Owner's expense, a tank system of a size, shape, and nature as required by and in compliance with specifications as provided to the then Owner by the Wastewater Utility.

(b) Each Owner shall be required to ensure that a water shut-off valve with an appropriate valve box is installed in the water line on the Owner's side of the water meter at each residence built on a Lot within the Property. The valve shall comply with specifications established by the Wastewater Utility.

(c) The Wastewater Utility will authorize the Owner to discharge wastewater into the Wastewater System only after the Wastewater Utility has inspected and approved the equipment installation.

Section 4. Owner Responsibilities. The Owner agrees that by accepting a deed to a Lot and by installing and using the tank system that such Owner will not knowingly discharge nor allow to be discharged any material, chemical, solid or liquid into the Wastewater System that will create an environmental hazard or that will cause damage to any part of the Wastewater System.

**Section 5.     Fees.**

(a)     A stand-by fee for each Residential Unit is charged by the Wastewater Utility until a dwelling is constructed and connected to the Wastewater System and the Owner signs up for service. The amount of the stand-by fee is set by the Tennessee Public Utility Commission and is \$10.00 per month as of the date of adoption of this Declaration, or as may be amended in the future by the Tennessee Public Utility Commission. Such fee shall be paid by the Owner of each Residential Unit by the 15<sup>th</sup> of each month, and shall be paid by the record Owner of such Lot as of the 1<sup>st</sup> of such month.

(b)     In order to secure wastewater service to a home, the Owner will be required to enter into a service agreement with the utility. The monthly rate for wastewater service is set by the Tennessee Public Utility Commission.

**Section 6.     Survival.** The terms and conditions of this Article in its entirety shall survive closing of the sale of any Lot and acceptance of a deed thereto and shall not be merged therein and shall be binding upon successive Owners of each Lot.

**Tennessee Wastewater System, Inc.,  
Officer and Key Employee Biographies**

Tennessee Wastewater Systems, Inc. ("TWSI") is a leader in decentralized wastewater systems and technology in the Southeastern United States. TWSI has been a regulated provider of wastewater services in Tennessee since receiving its initial CCN from the Tennessee Public Service Commission, the predecessor to the current Tennessee Public Utility Commission, in 1994; currently holding over 100 certificates for territories in Middle and East Tennessee and providing service to over 3000 customers across the State.

**Jeff Ridsen, CEO** – Mr. Ridsen joined Adenus in 2015 as General Counsel before rising to CEO in late 2018. Prior to Adenus Mr. Ridsen was in private legal practice and spent over twenty years in the music business as a booking agent and artist manager, representing and guiding the careers of gold and platinum selling, and Grammy nominated musical artists, songwriters, and producers. He received his undergraduate degree from Geneva College in Beaver Falls, PA, and his JD from the Nashville School of Law.

**Matthew Nicks – President** – Mr. Nicks is the President of Tennessee Wastewater Systems, Inc. Mr. Nicks comes from an environmental remediation background. Mr. Nicks has worked all over the world handling and overseeing the collection, treatment, storage, transportation, and shipping of hazardous waste in a variety of industry settings. Matthew has a strong background in regulatory compliance matters including those related to OSHA, NIOSH, ANSI, NFPA, and the EPA. Mr. Nicks is also a residential developer who has developed properties in Davidson County. Mr. Nicks is a Tennessee licensed contractor.

**Tom Pickney – Secretary**

**Bill Pickney – Treasurer**

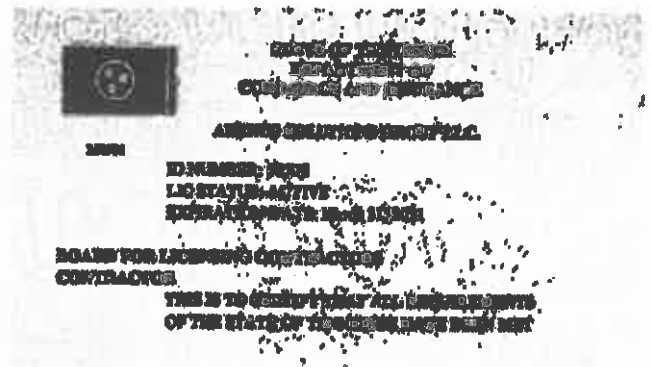
Tom and Bill Pickney entered the wastewater business in the mid 1980's by constructing low pressure pipe systems for homes, primarily in Williamson County. They were shortly joined by their brother Bob who through his engineering background added system design to their offerings. Soon Pickney Brothers, Inc. was formed and over the coming years helped bring the decentralized wastewater concept to Tennessee. Tom and Bill, along with their brothers Bob and Charles formed On-Site Systems, Inc. in early 1990's. The company was granted its first CCN in 1994. On-Site's name was changed in 2007 to Tennessee Wastewater Systems, Inc. Tom and Bill have extensive, decades long, experience and knowledge of the design, construction, and operations of decentralized wastewater systems.

**Marshall Fall – CTO** – Mr. Fall is the Chief Technical Officer for Adenus and Tennessee Wastewater System, Inc.'s wastewater engineer. Mr. Fall got his start in the wastewater business with Adenus where he worked on construction crews building and repairing treatment facilities. He went back to school and received his engineering degree and went to work for SSR, as national engineering firm, upon graduating. Mr. Fall obtained his Professional Engineer's license and returned to Adenus to oversee all engineering and construction activities for the company and utilities.

**Billy Dranes, Operations Mgr – Middle TN** – Mr. Dranes is responsible for overseeing Tennessee Wastewater System, Inc.'s operations and maintenance program for their facilities in Middle Tennessee. Mr. Dranes comes to TWSI with over 35 years municipal wastewater management and consulting, industrial wastewater treatment and pretreatment, laboratory & field services, client & project management, regulatory compliance, wastewater operations & maintenance, technical consulting, and

business development in the public and private sectors. Most recently he was the treatment plant manager for the wastewater plant for the City of Lebanon, TN.

**Jeramy Stewart, Operations Mgr – East TN** – Mr. Stewart is responsible for overseeing Tennessee Wastewater System, Inc's operations and maintenance program for its facilities in East Tennessee. He holds licenses in Grade 1 Collections Systems as well as Biological and Natural Systems in the state of Tennessee.



ADENUS SOLUTIONS GROUP LLC.  
849 AVIATION PARKWAY  
SMYRNA, TN 37167



EX. 20

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

ID. NO.  
3085

EXPIRATION DATE  
12/31/2021

THIS IS TO CERTIFY THAT:  
**William Dranes**

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

**CS2, WW4**



**Exhibit 23**

**CONFIDENTIAL**

**Filed Under Seal**



# Tennessee Wastewater Systems, Inc.

## Account Listing

February 8, 2021

2:05 PM

02/08/21

Account	Type	Acct. #
1072 - Bill.com Money Out Clearing	Bank	1072
131 - Cash	Bank	131
131 - Cash:131.1 - AmSouth - CD	Bank	131.1
131 - Cash:131.14 - FirstBank - Checking	Bank	131.14
131 - Cash:131.15 - FirstBank - Rider Depository	Bank	131.15
131 - Cash:131.16 - FirstBank - CIAC	Bank	131.16
131 - Cash:131.17 - FirstBank - Escrow	Bank	131.17
Accounts Receivable	Accounts Re...	141
141 - Customer A/R	Accounts Re...	141
141 - Customer A/R:141.1 - Sewer Service	Accounts Re...	141.1
141 - Customer A/R:141.1 - Sewer Service:141.12 - East TN	Accounts Re...	141.12
141 - Customer A/R:143 - Bad Debt Reserve	Accounts Re...	143
186.3 - Regulatory Assets	Other Curren...	186.3
186.3 - Regulatory Assets:186.32 - Legal Recovery Receivable	Other Curren...	186.32
186.3 - Regulatory Assets:186.31 - Enviro Rider Settlement	Other Curren...	186.31
99.99 - Customer Count Offset	Other Curren...	99.99
99.99 - Customer Count Offset:99.01 - Customer Count - Rate Class 1	Other Curren...	99.01
99.99 - Customer Count Offset:99.02 - Customer Count - Rate Class 2	Other Curren...	99.02
99.99 - Customer Count Offset:99.03 - Customer Count - Rate Class 5	Other Curren...	99.03
99.99 - Customer Count Offset:99.04 - Customer Count - Rate Class 6	Other Curren...	99.04
99.99 - Customer Count Offset:99.05 - Customer Count - Rate Class 9	Other Curren...	99.05
99.99 - Customer Count Offset:99.06 - Customer Count - Comm Cabln	Other Curren...	99.06
99.99 - Customer Count Offset:99.07 - Customer Count - Comm w/ Food	Other Curren...	99.07
99.99 - Customer Count Offset:99.08 - Customer Count - Comm Norrfood	Other Curren...	99.08
151.00 - Plant Material & Supplies	Other Curren...	151.00
174 - Misc. Current and Accrued Asset	Other Curren...	174
174 - Misc. Current and Accrued Asset:174.2 - Construction Pass-Maple Green	Other Curren...	174.2
174 - Misc. Current and Accrued Asset:174.5 - UMS Undeposited Funds	Other Curren...	174.5
174 - Misc. Current and Accrued Asset:174.6 - Prepaid Expenses	Other Curren...	174.6
105.0 - Construction in Process	Fixed Asset	105.0
105.0 - Construction in Process:105.1 - Smoky Village	Fixed Asset	105.1
105.0 - Construction in Process:105.2 - Maple Green	Fixed Asset	105.2
105.0 - Construction in Process:105.3 - Cedar Hill	Fixed Asset	105.3
105.0 - Construction in Process:105.4 - Hidden Springs TDEC Project	Fixed Asset	105.4
105.0 - Construction in Process:105.5 - TDEC Cross Plains Rehab	Fixed Asset	105.5
101 - Utility Plant in Service	Fixed Asset	101
101 - Utility Plant in Service:353 - Land	Fixed Asset	353
101 - Utility Plant in Service:353.4 - Land - Capital Asset	Fixed Asset	353.4
101 - Utility Plant in Service:354 - Structures & Improv - Capital	Fixed Asset	354
101 - Utility Plant in Service:355 - Structures & Improvements	Fixed Asset	355
101 - Utility Plant in Service:360.5 - Sewer Force Main - Capital	Fixed Asset	360.5
101 - Utility Plant in Service:360 - Collection Sewers-Force	Fixed Asset	360
101 - Utility Plant in Service:361 - Collection Sewers-Gravity	Fixed Asset	361
101 - Utility Plant in Service:380 - Treatment and Disposal Equip	Fixed Asset	380
101 - Utility Plant in Service:390 - Office Furniture & Misc. Equip	Fixed Asset	390
101 - Utility Plant in Service:391 - Transportation Equipment	Fixed Asset	391
108 - Accum. Deprec.-Utility Plant	Fixed Asset	108
108.1 - Accum. Deprec.- Equip	Fixed Asset	108.1
108.2 - Accum. Deprec.Cap. - Buildings	Fixed Asset	108.2

**Tennessee Wastewater Systems, Inc.**  
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Account	Type	Acct. #
108.3 · Accum. Deprec.Cap. - Force Main	Fixed Asset	108.3
108.4 · Accum. Deprec.Cap. - Treatment	Fixed Asset	108.4
175 · Security Deposits Paid	Other Asset	175
Deferred Tax Benefits	Other Asset	
231 · Accounts Payable	Accounts Pa...	231
253 · Other Deferred Liabilities	Other Curren...	253
253 · Other Deferred Liabilities:253.1 · Defer Rev - Settlement Tariff	Other Curren...	253.1
253 · Other Deferred Liabilities:253.2 · Deferred CIAC Revenue	Other Curren...	253.2
236.12 · Tax from CIAC	Other Curren...	236.12
2110 · Direct Deposit Liabilities	Other Curren...	2110
241 · Misc. Current & Accrued Liab.	Other Curren...	241
241 · Misc. Current & Accrued Liab.:241.1 · Payroll Liabilities	Other Curren...	241.1
241 · Misc. Current & Accrued Liab.:241.1 · Payroll Liabilities:241.1.6 · Aflac Payable	Other Curren...	241.1.6
241 · Misc. Current & Accrued Liab.:241.1 · Payroll Liabilities:241.1.5 · Workers Comp Payable	Other Curren...	241.1.5
241 · Misc. Current & Accrued Liab.:241.1 · Payroll Liabilities:241.1.4 · Simple IRA Payable	Other Curren...	241.1.4
242 · Intercompany Liabilities	Other Curren...	242
242 · Intercompany Liabilities:242.1 · Intercompany-Aderus Group	Other Curren...	242.1
242 · Intercompany Liabilities:242.10 · Intercompany-ALVMW	Other Curren...	242.10
242 · Intercompany Liabilities:242.5 · Intercompany-Aderus Operations	Other Curren...	242.5
242 · Intercompany Liabilities:242.6 · Aderus Technologies	Other Curren...	242.6
242 · Intercompany Liabilities:242.7 · Intercompany-Commonwealth	Other Curren...	242.7
242 · Intercompany Liabilities:242.9 · Intercompany Cash	Other Curren...	242.9
232 · Notes Payable	Long Term L...	232
232 · Notes Payable:232.9 · Wilson B&T - (2) Skid Steers	Long Term L...	232.9
232 · Notes Payable:232.10 · Wilson B&T - ETN Truck	Long Term L...	232.10
232 · Notes Payable:232.11 WB&T - Truck	Long Term L...	
232 · Notes Payable:232.12 · FB Environmental Loan - RR	Long Term L...	
232 · Notes Payable:232.13 · Wilson B&T - Bobcat ETN Loan	Long Term L...	
265 · Misc. Operating Reserves	Long Term L...	232.12
265 · Misc. Operating Reserves:265.1 · Inspection Costs	Long Term L...	232.13
265 · Misc. Operating Reserves:265.2 · Sewer Sys/Comp Repl - Post 2006	Long Term L...	265
265 · Misc. Operating Reserves:265.4 · Eudaily Reserve	Long Term L...	265.1
215 · Retained Earnings	Long Term L...	265.2
271 · Cont. In Aid of Construction	Equity	265.4
271 · Cont. In Aid of Construction:271.1 · CIAC - Williamson County	Equity	215
271 · Cont. In Aid of Construction:271.5 · CIAC -ETN Capital	Equity	271
272 · Accum. Amort. on CIAC	Equity	271.1
400 · Operating Revenues	Equity	271.5
400 · Operating Revenues:521 · Flat Rate Revenues	Income	272
400 · Operating Revenues:521 · Flat Rate Revenues:521.1 · Residential-Flat Sewer	Income	400
400 · Operating Revenues:521 · Flat Rate Revenues:521.1 · Residential-Flat Sewer:521.1.1 · Resid...	Income	521
400 · Operating Revenues:521 · Flat Rate Revenues:521.1 · Residential-Flat Sewer:521.1.2 · Resid...	Income	521.1
400 · Operating Revenues:521 · Flat Rate Revenues:521.1 · Residential-Flat Sewer:521.1.3 · Resid...	Income	521.1.1
400 · Operating Revenues:521 · Flat Rate Revenues:521.1 · Residential-Flat Sewer:521.1.4 · Resid...	Income	521.1.2
400 · Operating Revenues:521 · Flat Rate Revenues:521.1 · Residential-Flat Sewer:521.1.5 · Resid...	Income	521.1.3
400 · Operating Revenues:521 · Flat Rate Revenues:521.2 · Commercial Sewer	Income	521.1.4
400 · Operating Revenues:521 · Flat Rate Revenues:521.2 · Commercial Sewer:521.2.1 · Commercial ...	Income	521.1.5
400 · Operating Revenues:521 · Flat Rate Revenues:521.2 · Commercial Sewer:521.2.2 · Commercial ...	Income	521.2
400 · Operating Revenues:521 · Flat Rate Revenues:521.2 · Commercial Sewer:521.2.3 · Commercial ...	Income	521.2.1
	Income	521.2.2
	Income	521.2.3

**Tennessee Wastewater Systems, Inc.**  
**Account Listing**  
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Account	Type	Acct. #
400 · Operating Revenues:522 · Measured Revenues	Income	522
400 · Operating Revenues:522 · Measured Revenues:522.1 · Residential	Income	522.1
400 · Operating Revenues:536 · Other Wastewater Revenues	Income	536
400 · Operating Revenues:536 · Other Wastewater Revenues:536.1 · Sewer Access Fees	Income	536.1
400 · Operating Revenues:536 · Other Wastewater Revenues:536.3 · Operations & Maintenance	Income	536.3
400 · Operating Revenues:536 · Other Wastewater Revenues:536.4 · Billing & Collections	Income	536.4
400 · Operating Revenues:536 · Other Wastewater Revenues:536.5 · Bonding	Income	536.5
400 · Operating Revenues:536 · Other Wastewater Revenues:536.5 · Bonding:536.5.1 · Bonding - Sta...	Income	536.5.1
400 · Operating Revenues:536 · Other Wastewater Revenues:536.5 · Bonding:536.5.2 · Bonding - Goo...	Income	536.5.2
400 · Operating Revenues:536 · Other Wastewater Revenues:536.5 · Bonding:536.5.3 · Bonding - Mil...	Income	536.5.3
400 · Operating Revenues:536 · Other Wastewater Revenues:536.6 · Franchise Income	Income	536.6
400 · Operating Revenues:536 · Other Wastewater Revenues:536.7 · Bloxxide	Income	536.7
400 · Operating Revenues:536 · Other Wastewater Revenues:536.9 · Penalty Fees	Income	536.9
400 · Operating Revenues:536 · Other Wastewater Revenues:536.10 · Disconnect/Reconnect Charges	Income	536.10
530 · Guaranteed Revenues	Income	530
419 · Interest Earned	Income	419
421 · Nonutility Income	Income	421
421 · Nonutility Income:421.2 · Gain/Loss on Sale of Assets	Income	421.2
421 · Nonutility Income:421.3 · Utility Fee	Income	421.3
421 · Nonutility Income:421.4 · Professional Services	Income	421.4
421 · Nonutility Income:421.5 · Developer Income	Income	421.5
421 · Nonutility Income:421.7 · Construction Income	Income	421.7
401 · Operating Expenses	Expense	401
401 · Operating Expenses:701.6 · Salary & Wages - Construction	Expense	701.6
401 · Operating Expenses:701 · Salaries and Wages - Employees	Expense	701
401 · Operating Expenses:703 · Salaries and Wages - Officers	Expense	703
401 · Operating Expenses:704 · Employee Benefits	Expense	704
401 · Operating Expenses:704 · Employee Benefits:704.2 · Life Insurance	Expense	704.2
401 · Operating Expenses:704 · Employee Benefits:704.1 · Workers Compensation	Expense	704.1
401 · Operating Expenses:705 · Simple IRA	Expense	705
401 · Operating Expenses:710 · Purchased Wastewater Treatment	Expense	710
401 · Operating Expenses:715 · Purchased Power	Expense	715
401 · Operating Expenses:716 · Telemetry Monitoring	Expense	716
401 · Operating Expenses:718 · Bloxxide	Expense	718
401 · Operating Expenses:720 · Materials and Supplies	Expense	720
401 · Operating Expenses:731 · Contractual Svc - Professional	Expense	731
401 · Operating Expenses:735 · Contractual Svc - Testing	Expense	735
401 · Operating Expenses:736 · Contractual Services	Expense	736
401 · Operating Expenses:736 · Contractual Services:736.01 · Sign-up Costs	Expense	736.01
401 · Operating Expenses:736 · Contractual Services:736.02 · Contract Maintenance	Expense	736.02
401 · Operating Expenses:736 · Contractual Services:736.03 · Contractual Svc	Expense	736.03
401 · Operating Expenses:736 · Contractual Services:736.04 · Subcontract Work	Expense	736.04
401 · Operating Expenses:736 · Contractual Services:736.05 · Access Fees	Expense	736.05
401 · Operating Expenses:736 · Contractual Services:736.08 · Lawn Mowing	Expense	736.08
401 · Operating Expenses:736 · Contractual Services:736.10 · One-Call Expenses	Expense	736.10
401 · Operating Expenses:736 · Contractual Services:736.11 · Contractual Profit Sharing	Expense	736.11
401 · Operating Expenses:736 · Contractual Services:736.12 · AUG - MGMT Fees	Expense	736.12
401 · Operating Expenses:736 · Contractual Services:736.13 · IT Expenses	Expense	736.13
401 · Operating Expenses:736 · Contractual Services:736.9 · Adenus Group - MGMT Fees	Expense	736.9

**Tennessee Wastewater Systems, Inc.**  
**Account Listing**  
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Account	Type	Acct. #
401 · Operating Expenses:740 · Rent	Expense	740
401 · Operating Expenses:750 · Transportation Expense	Expense	750
401 · Operating Expenses:750 · Transportation Expense:750.3 · Registration Renewal	Expense	750.3
401 · Operating Expenses:750 · Transportation Expense:750.1 · Fuel	Expense	750.1
401 · Operating Expenses:750 · Transportation Expense:750.2 · Vehicle Maintenance	Expense	750.2
401 · Operating Expenses:755 · Insurance	Expense	755
401 · Operating Expenses:755 · Insurance:755.10 · Dental Insurance	Expense	755.10
401 · Operating Expenses:755 · Insurance:755.8 · Auto Insurance	Expense	755.8
401 · Operating Expenses:755 · Insurance:755.9 · Health Insurance	Expense	755.9
401 · Operating Expenses:765 · Regulatory Commission Exp.	Expense	765
401 · Operating Expenses:765 · Regulatory Commission Exp.:765.1 · Rate Case Work	Expense	765.1
401 · Operating Expenses:765 · Regulatory Commission Exp.:765.2 · Filing Fee	Expense	765.2
401 · Operating Expenses:765 · Regulatory Commission Exp.:765.3 · Inspection Fee	Expense	765.3
401 · Operating Expenses:770 · Bad Debt	Expense	770
401 · Operating Expenses:775 · Miscellaneous Expenses	Expense	775
401 · Operating Expenses:775 · Miscellaneous Expenses:DVF Misc Account	Expense	775.21
401 · Operating Expenses:775 · Miscellaneous Expenses:775.21 · Website and Internet Hosting	Expense	775.21
401 · Operating Expenses:775 · Miscellaneous Expenses:775.27 · Equipment Maintenance	Expense	775.27
401 · Operating Expenses:775 · Miscellaneous Expenses:775.26 · Equipment Rental	Expense	775.26
401 · Operating Expenses:775 · Miscellaneous Expenses:775.25 · Small Equipment Purchase	Expense	775.25
401 · Operating Expenses:775 · Miscellaneous Expenses:775.1 · Telephone	Expense	775.1
401 · Operating Expenses:775 · Miscellaneous Expenses:775.10 · Office Supplies	Expense	775.10
401 · Operating Expenses:775 · Miscellaneous Expenses:775.11 · Letter of Credit - Fees	Expense	775.11
401 · Operating Expenses:775 · Miscellaneous Expenses:775.11 · Letter of Credit - Fees:775.111 · ...	Expense	775.111
401 · Operating Expenses:775 · Miscellaneous Expenses:775.11 · Letter of Credit - Fees:775.112 · ...	Expense	775.112
401 · Operating Expenses:775 · Miscellaneous Expenses:775.11 · Letter of Credit - Fees:775.113 · ...	Expense	775.113
401 · Operating Expenses:775 · Miscellaneous Expenses:775.12 · Depreciation Expense	Expense	775.12
401 · Operating Expenses:775 · Miscellaneous Expenses:775.13 · Easement Fees	Expense	775.13
401 · Operating Expenses:775 · Miscellaneous Expenses:775.2 · Postage	Expense	775.2
401 · Operating Expenses:775 · Miscellaneous Expenses:775.20 · Software Licenses	Expense	775.20
401 · Operating Expenses:775 · Miscellaneous Expenses:775.23 · Maintenance Agreements	Expense	775.23
401 · Operating Expenses:775 · Miscellaneous Expenses:775.3 · Licenses & Permits	Expense	775.3
401 · Operating Expenses:775 · Miscellaneous Expenses:775.4 · Membership Dues	Expense	775.4
401 · Operating Expenses:775 · Miscellaneous Expenses:775.5 · Dead Registration	Expense	775.5
401 · Operating Expenses:775 · Miscellaneous Expenses:775.6 · Franchise Fees	Expense	775.6
401 · Operating Expenses:775 · Miscellaneous Expenses:775.7 · Public Notice Costs	Expense	775.7
401 · Operating Expenses:775 · Miscellaneous Expenses:775.8 · Interest on Customer Deposits	Expense	775.8
401 · Operating Expenses:775 · Miscellaneous Expenses:775.9 · Billing Costs	Expense	775.9
408 · Taxes Other than Income	Expense	408
408 · Taxes Other than Income:408.1 · Property Taxes	Expense	408.1
408 · Taxes Other than Income:408.3 · Franchise & Excise	Expense	408.3
408 · Taxes Other than Income:408.4 · Labor & Workforce Dev.	Expense	408.4
408 · Taxes Other than Income:408.5 · Personal Privilege Tax	Expense	408.5
408 · Taxes Other than Income:408.6 · Public Utility	Expense	408.6
408 · Taxes Other than Income:408.7 · Tax Penalties	Expense	408.7
408 · Taxes Other than Income:408.12 · Payroll Taxes	Expense	408.12
408 · Income Tax	Expense	408
426 · Misc. Nonutility Expenses	Expense	426
426 · Misc. Nonutility Expenses:426.8 · Penalties/Fines	Expense	426.8

**Tennessee Wastewater Systems, Inc.**  
**Account Listing**  
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Account	Type	AcctL #
426 · Misc. Nonutility Expenses:246.91 · Lodging	Expense	246.91
426 · Misc. Nonutility Expenses:426.9 · Meals and Entertainment	Expense	426.9
426 · Misc. Nonutility Expenses:426.1 · Dues and Subscriptions	Expense	426.1
426 · Misc. Nonutility Expenses:426.2 · Bank & NSF Fees	Expense	426.2
426 · Misc. Nonutility Expenses:426.3 · Miscellaneous	Expense	426.3
426 · Misc. Nonutility Expenses:426.4 · Parking	Expense	426.4
426 · Misc. Nonutility Expenses:426.5 · Developer Income Reimbursement	Expense	426.5
426 · Misc. Nonutility Expenses:426.7 · Construction Expense	Expense	426.7
427 · Interest Expense	Expense	427
427 · Interest Expense:427.1 · Interest on Debt to Associated	Expense	427.1
427 · Interest Expense:427.2 · Loan Interest	Expense	427.2
427 · Interest Expense:427.5 · Sewer Deposit Interest	Expense	427.5
66800 · Reconciliation Discrepancies	Expense	66800
421.6 · Misc. Income	Other Income	421.6
90100 · Purchase Orders	Non-Posting	90100
90200 · Sales Orders	Non-Posting	90200

**Exhibit 26**  
**CONFIDENTIAL**  
**Filed Under Seal**

**Exhibit 28**  
**CONFIDENTIAL**  
**Filed Under Seal**

Tennessee Wastewater Systems, Inc.

TPUC No. 2

Section 3

First Revised Page 6

**WASTEWATER UTILITY SERVICE**

<b><u>Service Territory</u></b>	<b><u>County</u></b>	<b><u>TPUC Docket #</u></b>	<b><u>Rate Class</u></b>
Smokey Mountain Reflections RV Park	Sevier	07-00235	RATE CLASS 1
Milky Way Farms	Giles	08-00029	RATE CLASS 1
Preserve Condominiums	DeKalb	08-00113	RATE CLASS 1
Tarpley Shop Utility District	Giles	08-00161	RATE CLASS 5
Lakeside Meadows	Monroe	08-00162	RATE CLASS 1
Fairway Vistas	Blount	08-00163	RATE CLASS 1
Saddle Ridge	Monroe	08-00209	RATE CLASS 1
Scenic River	Monroe	09-00006	RATE CLASS 1
Preserve at Eagle Rock	Hamblen	09-00007	RATE CLASS 1
Bluff at Bradbury Farms	Montgomery	11-00155	RATE CLASS 1
Scales Project	Williamson	14-00006	RATE CLASS 1
Clovercroft Farms/Clovercroft Wells TF			
Clovercroft Preserve	Williamson	14-00062	RATE CLASS 1
Clovercroft Acres/Clovercroft Tulloss TF			
Enclave at Dove Lake	Williamson	15-00025	RATE CLASS 1
Lighthouse Pointe	Grainger	17-00146	RATE CLASS 1
Warrioto Hills	Montgomery	18-00107	RATE CLASS 1
Chelsea's Way	Robertson	19-00030	RATE CLASS 1
The Pointe	Clay	XX-XXXXXX	RATE CLASS 1 (T)

**Issued: February 12, 2021****Effective:****Issued By: Matthew Nicks, President**



**Exhibit 31**

**CONFIDENTIAL**

**Filed Under Seal**