

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

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

SUPPLEMENTAL INFORMATION

Tennessee Wastewater Systems, Inc. ("TWSI", "Utility", or "Company") files this Supplemental Information in response to the Consumer Advocate Division's letter dated March 26, 2021. The following information is being provided:

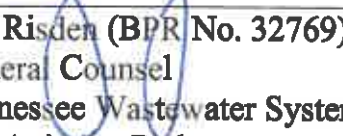
1. Revised Organizational chart
2. Updated maps showing lots, street names, and location of the wastewater plant and drip fields
3. The design capacity of the system is 54,000 gallons per day and is sufficient to meet the wastewater needs of the subdivision.
4. The Construction Agreement between the developer and Adenus Solutions Group. There is still no commencement date for construction, other than it will begin sometime within the third quarter of 2022.
5. Updated developer contact information: David Wilbanks, Development Manager, Woodland Capital, 8280 Princeton Square Blvd., Jacksonville, FL 32256, 770-380-3945, dwilbanks@woodlandcapital.org

6. The draft State Operating Permit from TDEC – the final draft will be filed in this docket upon issue once the CCN is granted.
7. Updated Contractor's License for Adenus Solutions Group
8. Updated Company Biography
9. Update Tariff Pages

TWSI is also committed to providing in this docket a copy of the performance bond provided by the developer once it is available along with final costs of all contributed assets including the treatment and collection system and the value of the land.

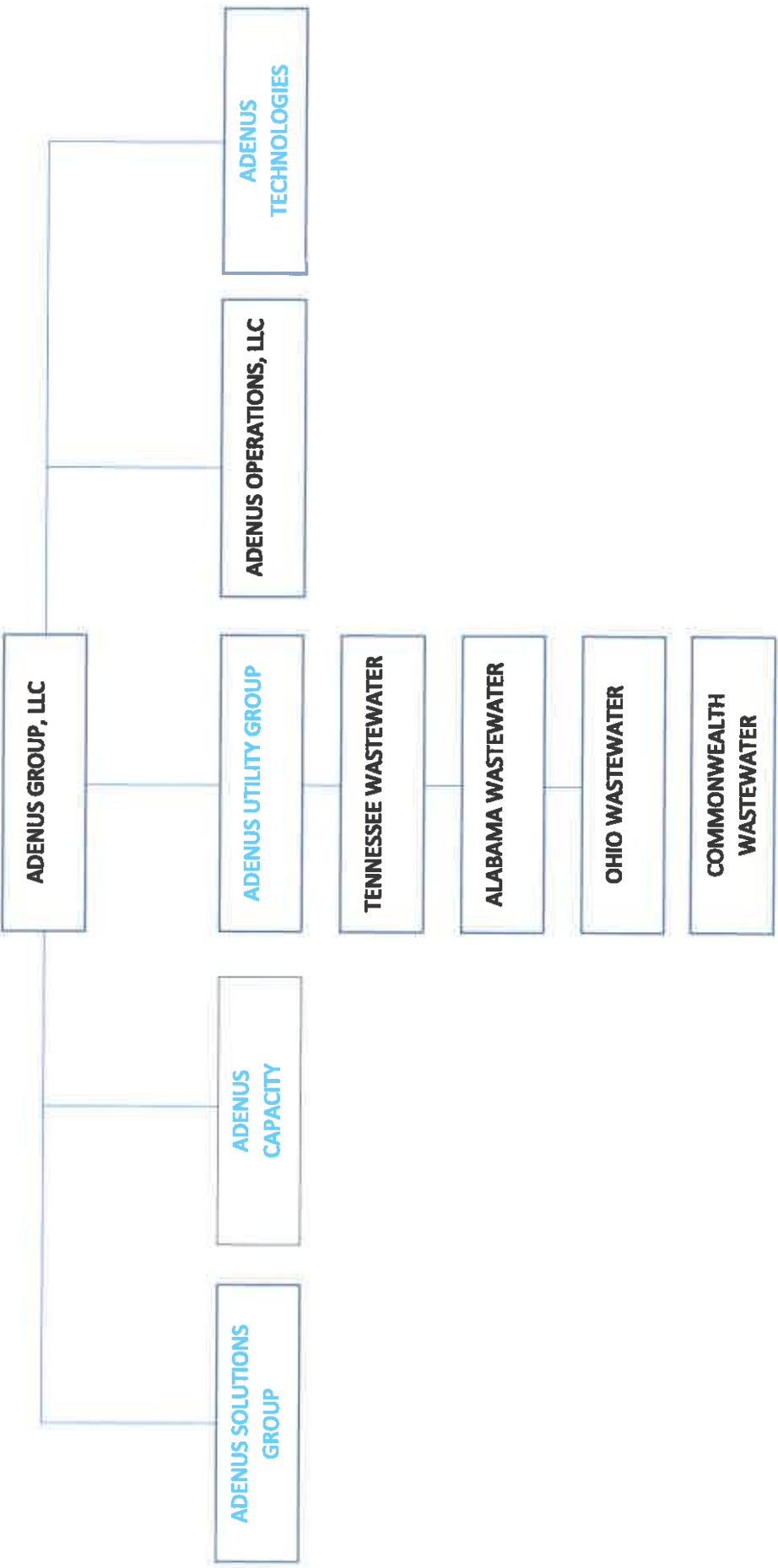
Lastly, there is also filed an affidavit from the Company's witness Matthew Nicks which addresses the remaining concerns contained in the Consumer Advocate's letter. With the filing of this information, TWSI respectfully asks the Commission to complete its evaluation of this petition and grant the expansion of TWSI's CCN to include The Pointe subdivision in Clay County, Tennessee.

RESPECTFULLY SUBMITTED,



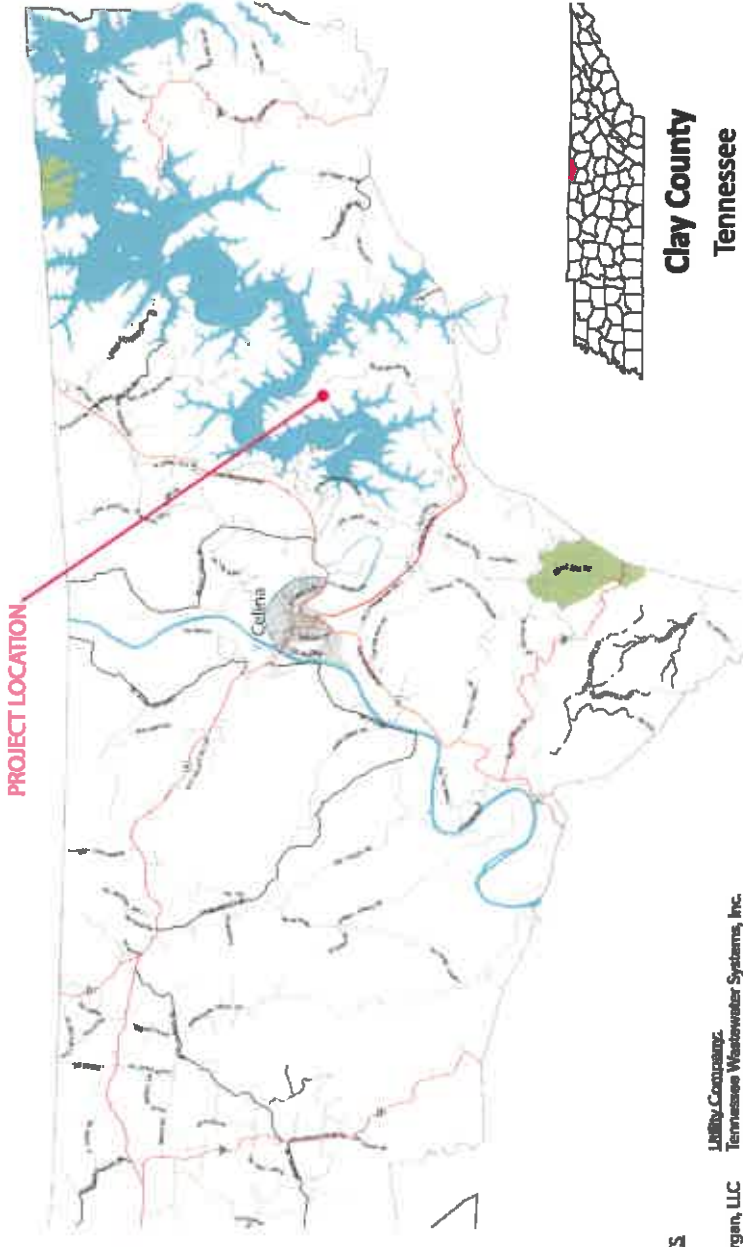
Jeff Riden (BPR No. 32769)
General Counsel
Tennessee Wastewater Systems, Inc.
851 Aviation Parkway
Smyrna, TN 37167
(615) 220-7171
jeff.riden@adenus.com

**ADENUS GROUP, LLC
AFFILIATE
ORGANIZATIONAL CHART**



DH DEVELOPMENT, LLC. THE POINTE WASTEWATER TREATMENT STEP SEWER SYSTEM, COLLECTION AND DRIP DISPERSAL PLANS CLAY COUNTY, TN

TN.	Locally Monitored Project Locally Let Project
FM Project #	Year
204101	2022



DESIGN DATA
 Number of Lots Served: 180
 Design Flow/Lot: 300 GPD
 Total Design Flow: 54,000 GPD
 Land Application Loading Rate: 0.25 GPD/S.F.
 Land Application Area Required: 4.96 Acres
 Adenius Required Reserve Area: 2.48 Acres (50%)
 Total Land Application Area Required: 7.44 Acres
 Total Land Application Area Provided: 13.59 Acres
 Total Land Application Area Available After Setbacks, Slope
 Corrections, & Unsuitable Soils: 8.8 Acres
 Drip Line Spacing: 5' O.C.
 SOP - _____

Index of Sheets

Description	Sheet No.
Title Sheet	1.1-1.7
Sewer Collection Plan:	2.1
Recirculating Media Site Plan:	3.1
Drip Irrigation Site Plan:	4.1-4.8
Details:	

CONTACTS
Engineer:
 Farmer | Morgan, LLC
 441 Spring St.
 Pikeville, TN 37367
 (615)-761-9002
 Benjamin Farmer

Utility Company:
 Tennessee Wastewater Systems, Inc.
 849 Aviation Parkway
 Smyrna, TN 37167
 (888)-423-3687
 Matt Nickles

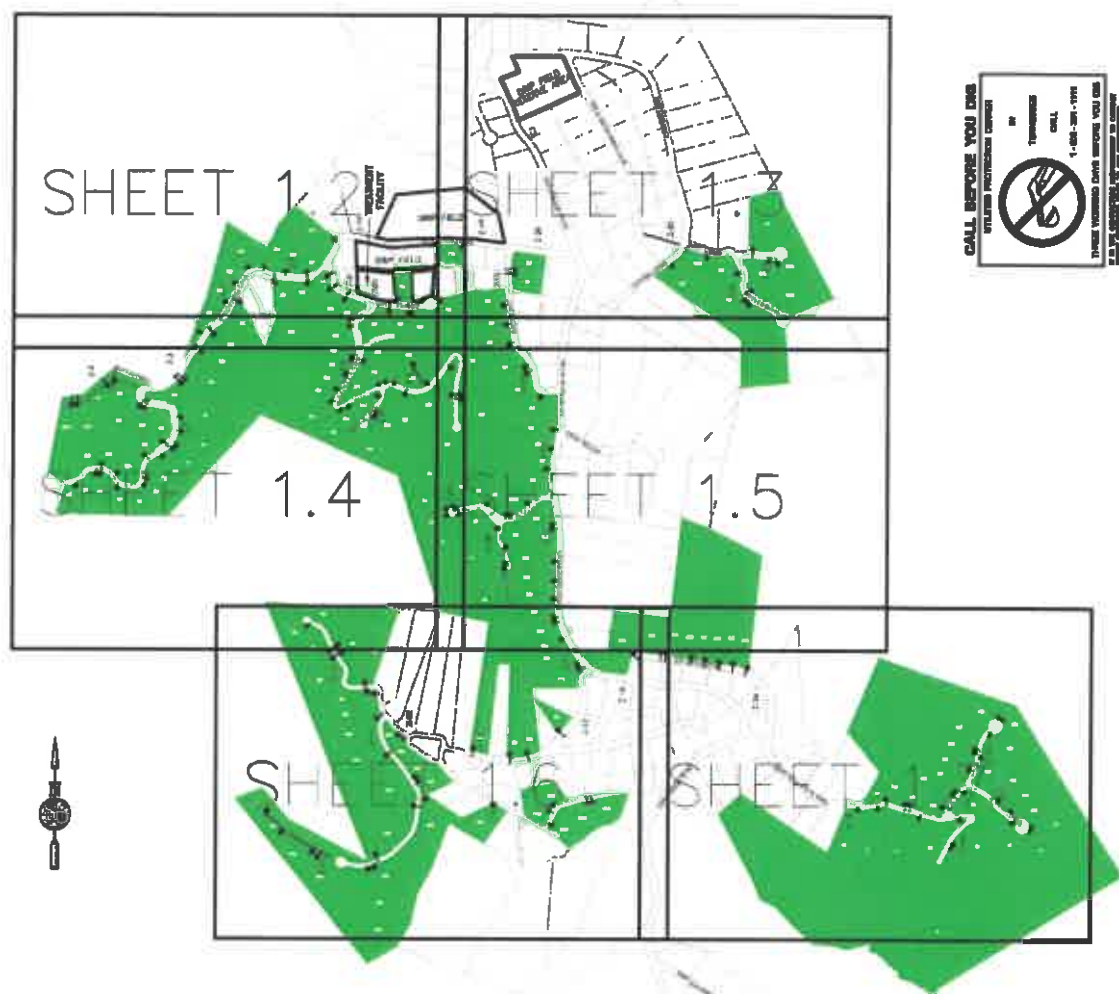
FARMER | MORGAN
 CONSTRUCTION
 11-1-2022



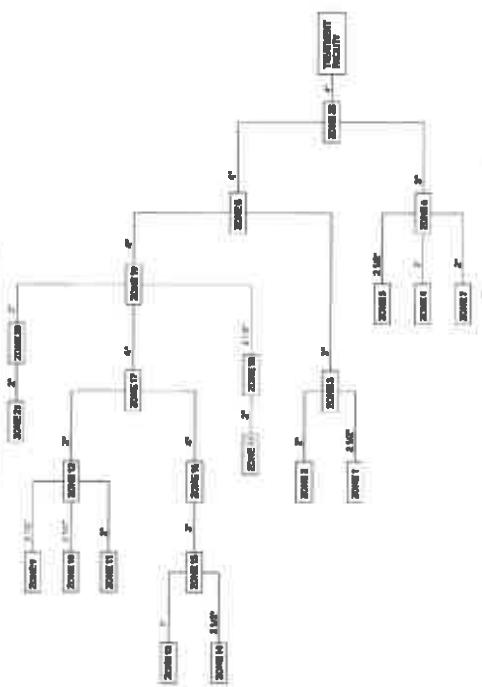
SCALE: 1"=1 MILE

Approved: _____

3 Step Sewer Collection System
 Design Plans, 31 March 2022



COLLECTION / FORCE MAIN SCHEMATIC



SEWER COLLECTION ZONE INDEX

ZONE	ACROSS THE STREET
1	1.1
2	1.2
3	1.3
4	1.4
5	1.5
6	1.6
7	1.7
8	1.8
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LOT TO BE SERVED BY STEP SEWER COLLECTION



CALL BEFORE YOU DIG

INFLUENCE PROTECTION CAPTION

CALL 1-800-486-1111

FOR MORE INFORMATION VISIT WWW.CALLBEFOREYODIG.COM

OR VISIT YOUR LOCAL UTILITY PROVIDER

FOR A LIST OF PARTICIPATING UTILITIES

AND TO LEARN MORE ABOUT THE PROGRAM

AND THE IMPORTANCE OF PROTECTING

UNDERGROUND UTILITIES

BEFORE ANY EXCAVATION

WORK BEGINS

TO PREVENT ACCIDENTS AND

PROPERTY DAMAGE

AND TO SURE THE SAFETY OF

OUR COMMUNITY

AND THE ENVIRONMENT

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AND TO SURE THE SAFETY OF

OUR COMMUNITY



NOT TO BE USED IN STEP SEWER DESIGN



NOTES: ALL SEWER FORCE MAINS SHALL BE 30"

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THE POINTE STEP SEWER COLLECTION SYSTEM CLAY COUNTY, TENNESSEE

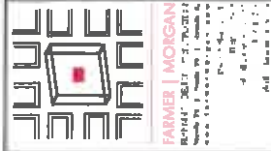
Design Plans

Date: 03/12/2022
Drawn By: RL, DD
Reviewed: PLS 204101

SCALE: 1"=50'-0"

PLANNED LAYOUT

1.2

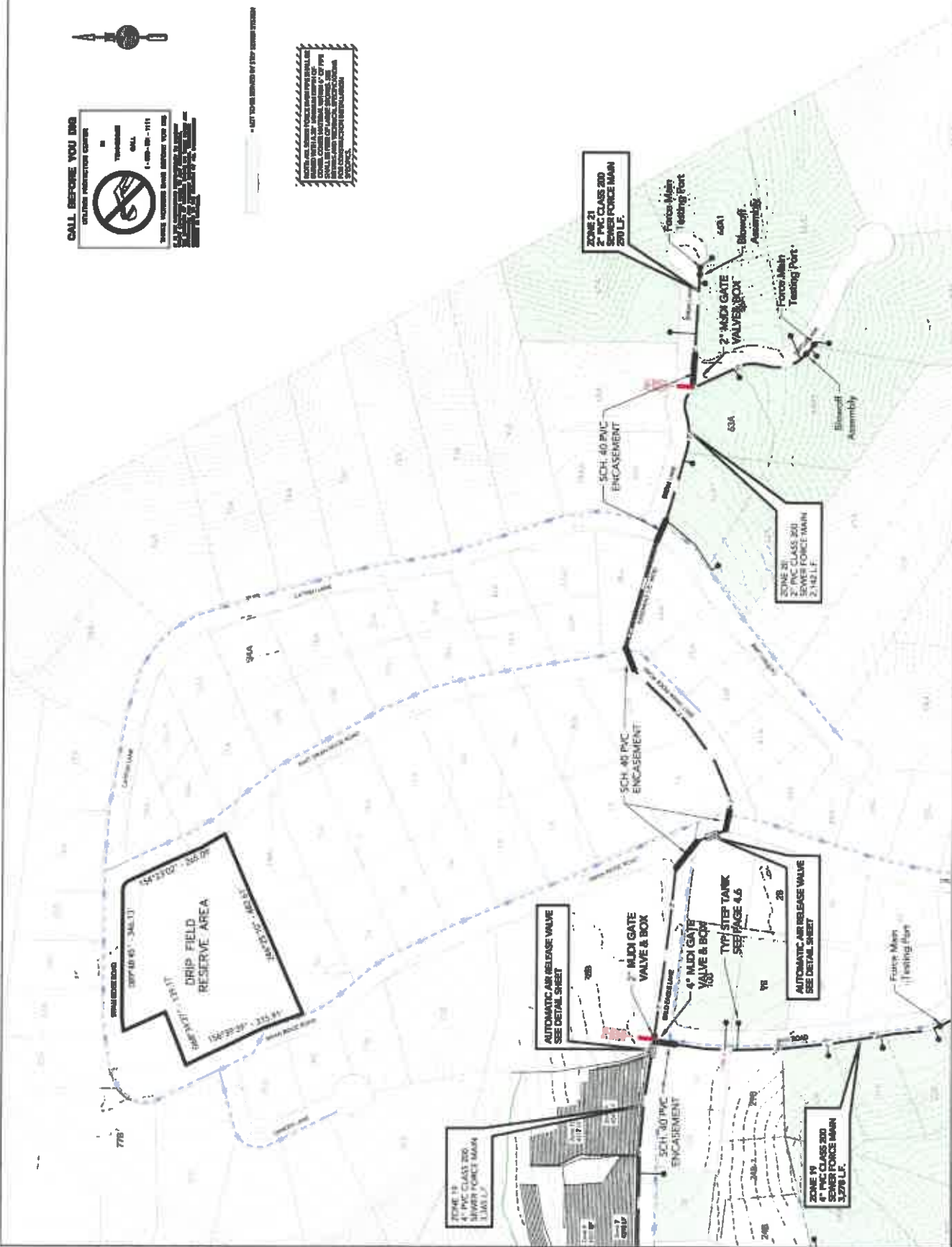


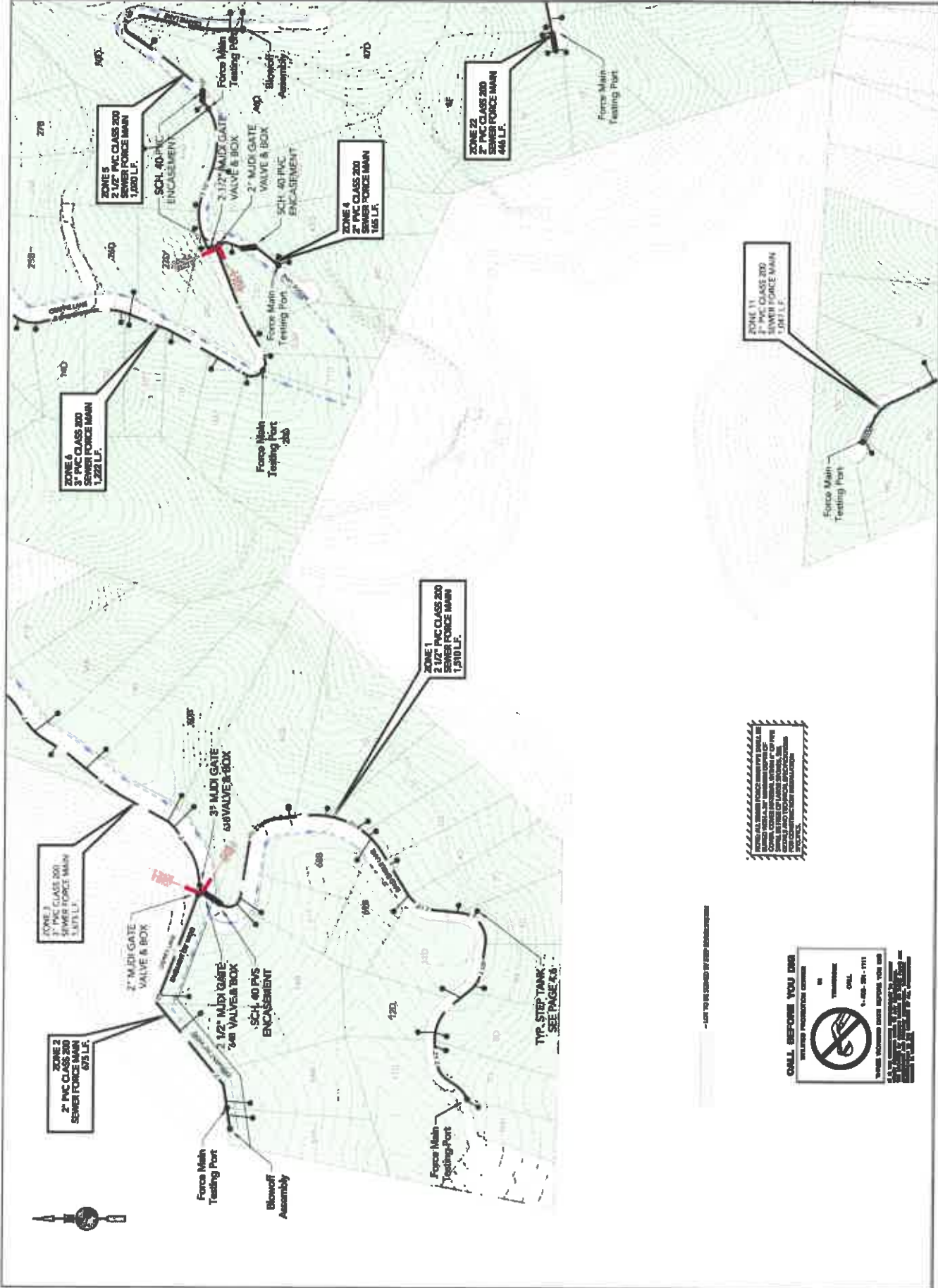
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CALL BEFORE YOU DIG
 CALL 800-4-A-ROOT
 1-800-4-A-ROOT

UTILITY LOCATIONS
 1-800-4-A-ROOT

UTILITY LOCATIONS
 1-800-4-A-ROOT





NOTES: ALL SEWER FORCE MAINS SHALL BE 30\"/>

CALL BEFORE YOU DIG

UNLAWFUL PROSECUTION OFFENSE

IN TENNESSEE
 CALL 1-800-281-1111

FOR A LIST OF PARTICIPATING UTILITIES, VISIT www.callbeforeyoudig.com

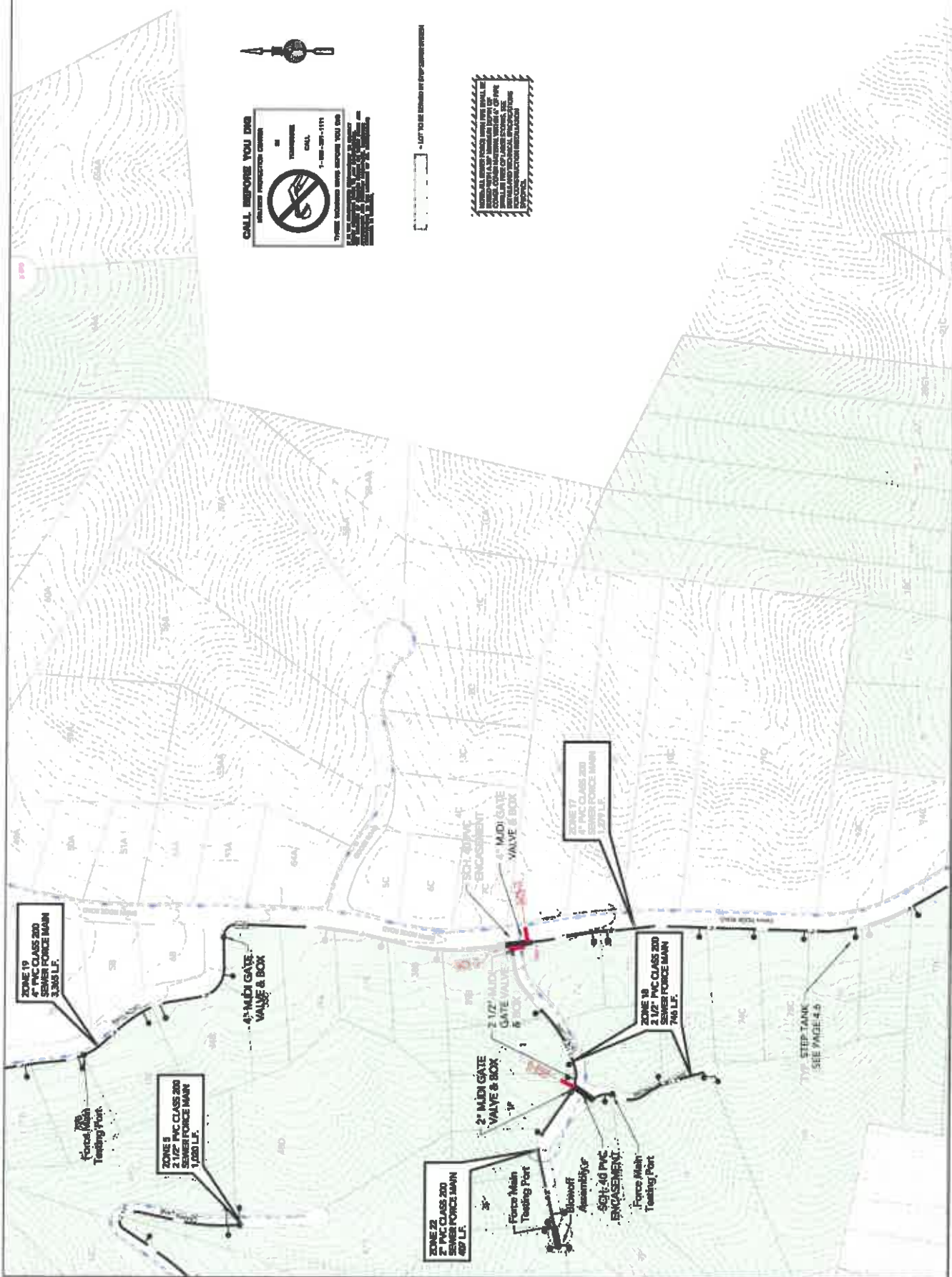
--- LINES TO BE EXCAVATED BY STEP SUBCONTRACTORS ---

THE POINTE STEP SEWER COLLECTION SYSTEM CLAY COUNTY, TENNESSEE Design Plans

Date: 03/16/2022
 Drawn By: M.D.D.
 Project: PLS 2024101
 Revision: (1)

PLANNED LAYOUT
 SCALE: 1"=50'-0"

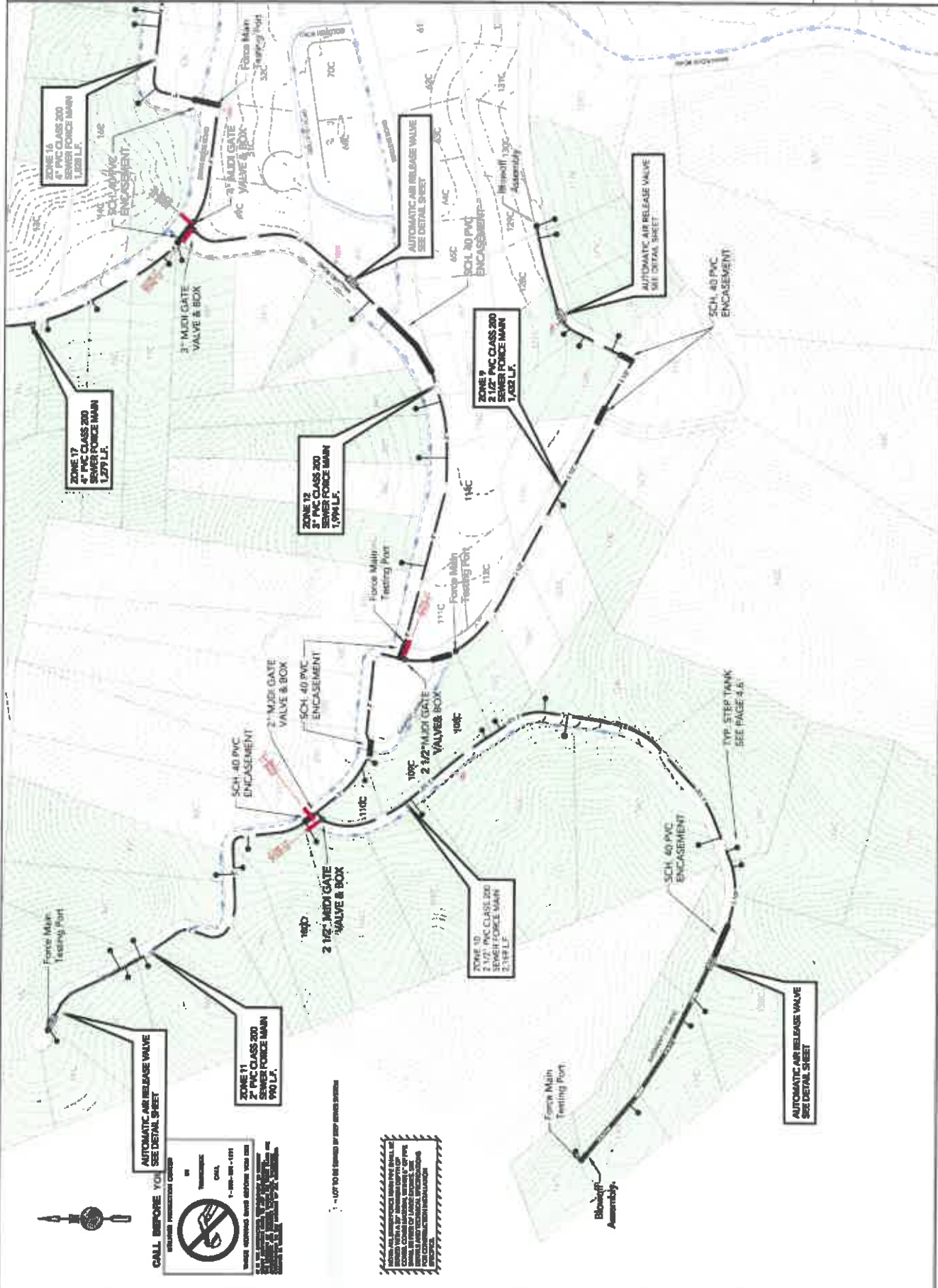
1.5



NOTES:
 1. ALL SEWER LINES SHALL BE 4" PVC CLASS 200 UNLESS OTHERWISE NOTED.
 2. ALL SEWER LINES SHALL BE 2" MDI GATE VALVE & BOX UNLESS OTHERWISE NOTED.
 3. ALL SEWER LINES SHALL BE 2" MDI GATE ENCASEMENT UNLESS OTHERWISE NOTED.

1"=50'-0"

700' STEP TANK
 SEE PAGE 4.5





FARMER | MORGAN

THE POINTE STEP SEWER COLLECTION SYSTEM CLAY COUNTY, TENNESSEE

Date: 09/14/2023
Drawn By: R. OD
Project: Pub 204101
Sheet: 11

Scale: 1"=50'-0"
Planned Layout

1.7

CALL BEFORE YOU DIG
UNIFORM POINTEMENT CENTER
TOLSON
CHL
1-800-361-5111
TOLL FREE
TOLSON
CHL
1-800-361-5111
TOLL FREE

NOTES: THESE PLANS ARE FOR THE
CONSTRUCTION OF THE STEP SEWER
COLLECTION SYSTEM. THE
OWNER, CLAY COUNTY, TENNESSEE, IS
RESPONSIBLE FOR THE
PERMITS AND TECHNICAL
REQUIREMENTS.

AS NOTED BY DESIGN BY 204101-0001



ZONE 1A
4" PVC CLASS 200
SEWER FORCE MAIN
1,000 L.F.

TYP. STEP-TANK
SEE PAGE 4.8

SCH 40 PVC
ENCASMENT

36" WATER GATE
VALVE & BOX

ZONE 1B
3" PVC CLASS 200
SEWER FORCE MAIN
1,000 L.F.

36" WATER GATE
VALVE & BOX

ZONE 1C
3" PVC CLASS 200
SEWER FORCE MAIN
700 L.F.

36" WATER GATE
VALVE & BOX

ZONE 1D
3" PVC CLASS 200
SEWER FORCE MAIN
500 L.F.

Force Main
Testing Port

Force Main
Testing Port

Force Main
Testing Port

Force Main
Testing Port



FARMER | MORGAN

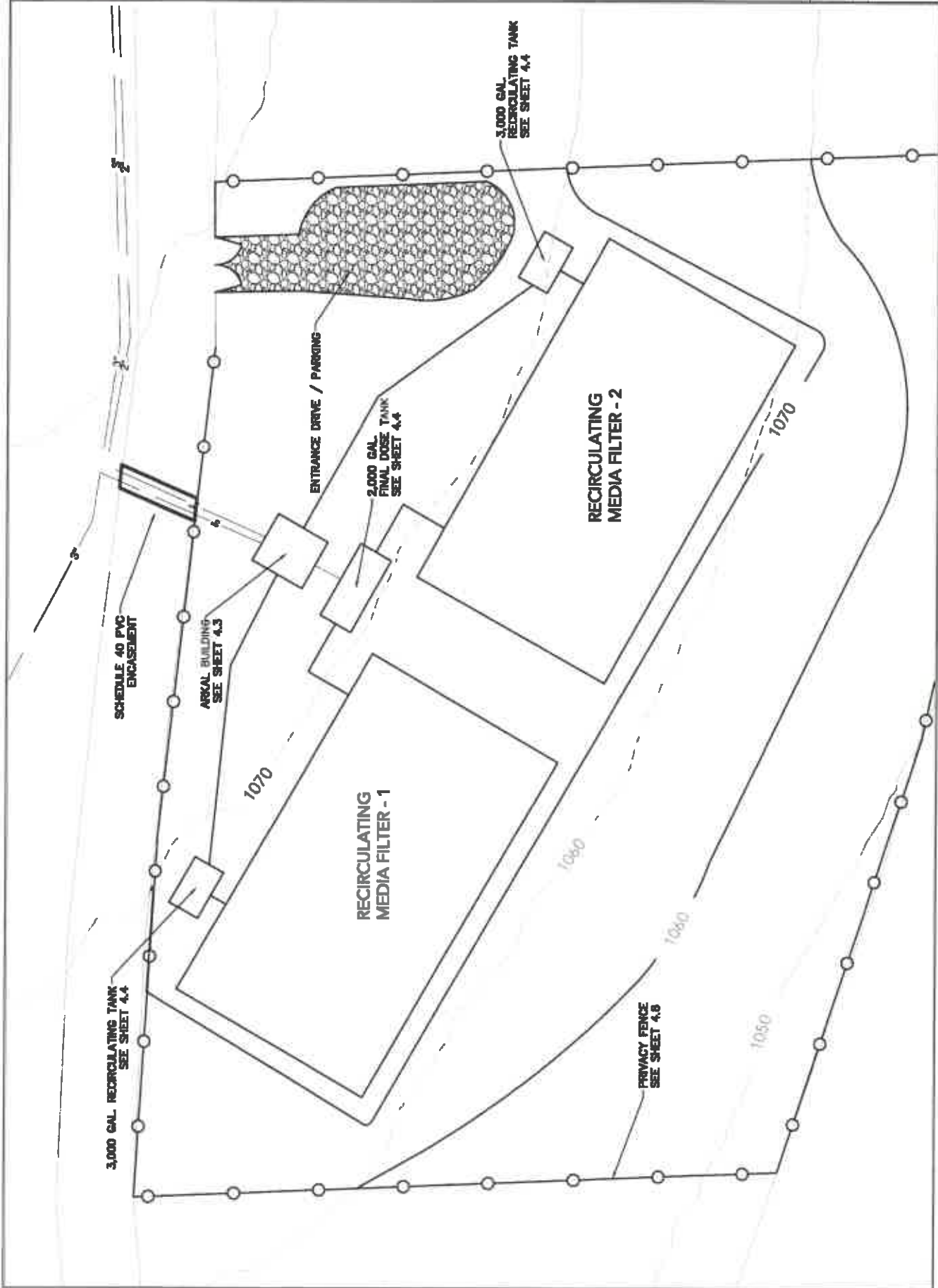
THE POINTE STEP SEWER COLLECTION SYSTEM

CLAY COUNTY, TENNESSEE

Date: 02/18/2022
Drawn By: K.L.D.
Project: R# 204101
Revision: (1)
Scale: 1" = 40'

SCALE: 1" = 40'
TREATMENT FACILITY

2.1





CONSTRUCTION - DESIGN / BUILD AGREEMENT

THIS DESIGN / BUILD AGREEMENT (this "Agreement") is made and entered into as of this 12th day of April, 2022 (the "Effective Date"), by and between DH Development, LLC, a Delaware limited liability company, ("Developer"), and Adenus Solutions Group, LLC, a Tennessee Limited Liability Company ("Contractor").

RECITALS:

WHEREAS, Developer is the owner of a certain tract of real property (the "Property") consisting of unimproved land, located at Bald Eagle Lane in Clay County, Tennessee, which Property is more particularly identified on the Legal Description attached to this Agreement as Exhibit A, and depicted on the Site Map attached to this Agreement as Exhibit B;

WHEREAS, Developer desires and intends: (i) to develop a certain wastewater sewer collection, treatment, and disposal system (the "System") on the Property (the development of the System, hereinafter, the "Project"), the location, configuration, scope, size and description of which System and Project are more particularly detailed and set forth on the Plans and Specifications attached to this Agreement as Exhibit C; and (ii) to engage Contractor to provide to Developer certain design, engineering, construction, and development services (as more particularly described and identified in Section 1 below, the "Services") with respect to the Project; and

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

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

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of one million, two hundred forty-two thousand, seven hundred seventy-four and 00/100 Dollars (\$1,242,774.00), the foregoing, the terms, provisions and conditions set forth below, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Contractor hereby agree as follows:

- 1) **SERVICES.** Contractor agrees to perform, provide or cause to be performed or provided the permitting, engineering and design, construction, and coordination of the Project as follows:
 - a) **Permitting:** Coordinate, apply for and receive all permits required by applicable law from the State of Tennessee and all other governmental entities and agencies having authority over the Services (collectively "Governmental Authority").
 - b) **Construction Services:** Construct the System in accordance with the Plans and Specifications approved by Governmental Authority and Tennessee Wastewater Systems, Inc.
 - c) **Work:** Contractor shall furnish all labor, supervision, materials, equipment, tools, scaffolding, machinery, transportation, and supplies necessary to complete the installations and improvements (all of the foregoing, the "Work") shown and/or described in: the Plan

and Specifications attached hereto as Exhibit C and those certain specifications (the "Specifications"), dated August 2021 entitled "Adenus Utilities Group, LLC Specifications Version 2.0, Standard Technical Specifications for Decentralized Wastewater Systems," and attached hereto as Exhibit D, the approved engineered plans prepared by Farmer Morgan.

The Work shall be performed in accordance with such Plans and Specifications in a good and workmanlike manner, and shall meet all industry standards, and all material and equipment used in the Work shall be new and meet or exceed the specifications required by Tennessee Wastewater Systems, Inc., and the State of Tennessee, except as otherwise expressly specified or agreed in writing. Contractor warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from installation. Contractor warrants that for equipment furnished and/or installed but not manufactured by Contractor, Contractor will extend the same warranty terms and conditions which Contractor receives from the manufacturer of said equipment provided the Contractor has provided Developer in writing the names of such manufacturers and a copy of each of their warranties and Developer has not objected to the same in writing. For equipment installed by Contractor, if Owner provides written notice to Contractor of any such defect within thirty (30) days after the appearance or discovery of such defect, Contractor shall, at its option, repair or replace the defective equipment. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, AND MAY BE ASSIGNED TO TENNESSEE WASTEWATER SYSTEMS, INC.

The project completion date shall be the date of Substantial Completion. Contractor shall achieve Substantial Completion no later than 225 days after commencement of construction. Contractor will make commercially reasonable effort to begin construction as soon as possible after the treatment plant site, including the access road, is prepared in accordance with this Construction Agreement. The Contractor will use its best efforts to complete construction of the project prior to the completion date. However, if reasons beyond the Contractor's control cause an unavoidable delay in the progress of construction, including but not limited to, such factors as the availability of materials, inclement weather, strikes, changes in governmental regulation, acts of governmental agencies or their employees, acts of God, or the failure of the Owner to cooperate, the Contractor may, within seven (7) calendar days of incurring the delay, submit to Owner a request for extension to extend the date of completion for a period equal to the time of the delays, which extension shall not be unreasonably withheld.

- d) **Acceptance:** Guarantee acceptance of the system by Tennessee Wastewater Systems, Inc. and passing of the final inspection by all Governmental Authority.
- e) **General Coordination:** As required and mutually agreed.
- f) **No Liens** Contractor shall complete the Work in accordance with the Plans and Specifications and the Work shall be free of any laborers', materialmens', mechanics', or any other liens on any part of the Work and Contractor shall not permit any such lien to be filed or otherwise imposed on the Property or any part thereof for any portion of the Work. In the event any such lien is filed against the Property, Contractor shall promptly cause such lien to be discharged in accordance with Tenn

Code Annotated Section 66-11-142 or in lieu thereof file a bond or other security for the payment of such lien in form and amount satisfactory to Developer.

2) COMPENSATION.

- a) **Payment for Services.** Developer and Contractor agree that Contractor will be paid for providing the Services in phases according to the schedule below in 2b.
- b) **Schedule of Payment.** Developer will pay Contractor according to the following schedule:
 - a capacity development fee of \$ 6,904.30 per lot for 180 lots (\$1,242,774.00). Payment of the capacity development fees will be due as follows:
 - 15% due 10 business days after execution of this agreement
 - Monthly draws based upon percentage of completion in accordance with the Schedule of Values
 - Final Payment due when the system is accepted by Tennessee Wastewater Systems, Inc., Inc. and any permits required by Governmental Authority are issued.
- 3) **ITEMS NOT INCLUDED IN THE WORK.** The items shown on Exhibit E are not included in the Work and will be performed by the Developer.
- 4) **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER.** Developer represents, warrants and covenants to, for and with Contractor as follows:
 - a) Developer is a Delaware limited liability company duly organized and validly existing under the laws of the State of Delaware and is authorized to do business in the State of Tennessee and is legally entitled to own and lease its properties and to carry on its business as and in the places where such properties (including the Property) are now owned or operated;
 - b) Developer is the fee simple owner of the Property, which has not been conveyed, either a fee simple interest or leasehold interest, in whole or in part, to any other party, all contingent upon closing of the Property by the Developer;
 - c) Developer has the authority to execute this Agreement and perform its obligations hereunder, and the execution of this Agreement and performance of any duties hereunder will not conflict with, result in a breach by, constitute a default under or accelerate the performance provided by the terms of any law, or any rule or regulation of any governmental agency or authority or in any judgment, order, or decree of any court or other governmental agency to which Developer may be subject, any contract, agreement or instrument to which Developer is a party or by which Developer is bound or committed or constitute an event, which, with a lapse of time, action by a third-party and/or giving of notice, could result in the default under any of the foregoing or result in the creation of any lien, charge, or encumbrance upon any of the assets or properties of Developer;
 - d) Developer shall cooperate with Contractor in Contractor's performance of its obligations under this Agreement;

- e) Developer shall deliver to Contractor copies of all notices and other material information relating to the Project or any portion thereof promptly after the receipt thereof by Developer;
- f) Developer shall pay compensation to Contractor at the times and in the manner set forth above; and
- g) Developer shall duly comply with and perform in all material respects the terms and provisions on its part to be complied with or to be performed under this Agreement.

5) REPRESENTATIONS WARRANTIES AND COVENANTS OF CONTRACTOR.
Contractor represents, warrants and covenants to, for and with Developer as follows:

- a) Contractor is a Tennessee Limited Liability Company duly organized and validly existing under the laws of the State of Tennessee and is authorized to do business in the State of Tennessee and is legally entitled to engage in the business of being Contractor to perform its obligations hereunder;
- b) Contractor has the authority to execute this Agreement and perform its obligations hereunder, and the execution of this Agreement and performance of any duties hereunder will not conflict with, result in a breach by, constitute a default under or accelerate the performance provided by the terms of any law, or any rule or regulation of any governmental agency or authority or in any judgment, order, or decree of any court or other governmental agency to which may be subject, any contract, agreement or instrument to which is a party or by which Contractor is bound or committed or constitute an event, which, with a lapse of time, action by a third-party and/or giving of notice, could result in the default under any of the foregoing or result in the creation of any lien, charge, or encumbrance upon any of the assets or properties of Contractor;
- c) Contractor shall cooperate with Developer in Developer's performance of its obligations under this Agreement;
- d) Contractor shall deliver to Developer copies of all notices and other material information relating to the Project or any portion thereof promptly after the receipt thereof by Contractor;
- e) Contractor shall duly comply with and perform in all material respects the terms and provisions on its part to be complied with or to be performed under this Agreement.
- f) Contractor hereby warrants all Sewer System improvements installed by Contractor according to the Services outlined in Exhibit C for one year from the date Tennessee Wastewater Systems, Inc. obtains 25% of the platted lots in the phase being connected to the system.
- g) Contractor 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.

- h) Contractor is not a party to any voluntary or involuntary proceedings under any law relating to insolvency, bankruptcy, moratorium or creditors' rights.
 - i) Contactor 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 Project.
- 6) **DEFAULT OF DEVELOPER or CONTRACTOR.** Any one or more of the following events shall constitute an "Event of Default" by Developer or Contractor:
- a) If Developer or Contractor fails to comply with or perform in any material respect any of the terms and provisions on its part to be complied with or to be performed under this Agreement;
 - b) If any one or more of the representations, warranties and/or covenants set forth above shall be or become untrue in any material respect or be breached; and/or
 - c) If Developer or Contractor commits a fraud, makes a material misrepresentation, or commits an action involving gross negligence or willful misconduct in connection with its duties or obligations under this Agreement.
- 7) **REMEDIES IN EVENT OF DEFAULT BY DEVELOPER.** Upon the occurrence of an Event of Default which remains uncured by Developer for a period of more than ten (10) days, after Contractor has given notice to Developer specifying such Default, Contractor shall have the following rights:
- a) To terminate this Agreement immediately upon written notice to Developer and to receive immediate payment for all Services performed as of such date (including all reimbursables and incurred expenses [including with respect to ordered materials]);
 - b) To sue for monetary damages and/or injunctive relief; and/or
 - c) To pursue any other remedy available at law or in equity.
- 8) **REMEDIES IN EVENT OF DEFAULT BY CONTRACTOR.** Upon the occurrence of an Event of Default which remains uncured by Contractor for a period of more than ten (10) days, Developer has given notice to Contractor specifying such Default, Developer shall have the following rights:
- a) To terminate this Agreement immediately upon written notice to Contractor and payment for all Services performed as of such date less the cost of all damages and losses suffered by Developer (including all reimbursables and incurred expenses [including with respect to ordered materials]);
 - b) To sue for monetary damages and/or injunctive relief; and/or
 - c) To pursue any other remedy available at law or in equity.
- 9) **REUSE OF DOCUMENTS.** All documents including any drawings and/or specifications

prepared by Contractor relative to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Developer or others on extensions of the Project or on any other project, and there shall be no reuse of any kind whatsoever without the prior written consent of Contractor, which consent may not be unreasonably withheld. Provided however, Developer may use such documents in the event of a needed repair or restoration of the Work. Any reuse without written consent by Contractor is prohibited and will be at Developer's sole risk and without liability or legal exposure to Contractor; and Developer shall indemnify and hold harmless Contractor from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any verification or adaptation will entitle Contractor to further compensation at rates to be agreed upon by Contractor, and any breach of this section by Developer will entitle Contractor to pursue its legal and equitable remedies against Developer for such breach. The provisions of this section shall survive completion of the Project and/or expiration or termination of this Agreement.

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

11) INDEMNIFICATION.

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

- d) The indemnifying party shall be responsible for any and all costs and expenses, including reasonable attorney's fees, arising in connection with any of the foregoing.
 - e) The provisions of this section shall survive completion of the Project and/or expiration or termination of this Agreement for period of one year thereafter.
 - f) In addition to the above, Contractor shall further indemnify and hold Developer 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 Developer as a result of or arising out of Contractor's activities on the Property;
 - ii) Any judgment, award, payment, settlement, cost or expense arising out of Contractor's activities on the Property, and rendered against or suffered or incurred by Developer as a result of or with respect to any lawsuit or cause of action against or involving the such activities;
 - iii) Any and all liabilities, whether disputed or not, suffered or incurred by Developer as a result of or arising out of Contractor's activities on of the Property;
- 12) **ENVIRONMENTAL INDEMNITY.** In addition to the above, Developer represents, warrants and covenants to, for and with Contractor that, to the best of its knowledge, there are no Hazardous Materials which have been generated and disposed of by Developer or which have been generated and disposed of by Developer and have migrated to the Property (including the ground water thereon) from any adjacent real estate owned, leased, or otherwise controlled by Developer, (except for those Hazardous Materials which may be stored on or about the Property in accordance with the Applicable Environmental Laws), as such terms are defined in the Applicable Environmental Laws, or in any regulations promulgated pursuant thereto, (ii) there are no underground storage tanks which are owned or operated by Developer located in or about the Property, (iii) Developer has not received any notice and to the actual knowledge of Developer no notice has been given to any party in the chain of title to the Property, by any person claiming any violation of, or requiring compliance with, any Applicable Environmental Laws, demanding payment or contribution for environmental damage; and (iv) to the actual 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 actual knowledge of Developer, proposed, threatened or anticipated. To the extent that Developer breaches any of the aforementioned representations and Contractor is required by law to undertake any remedial or removal actions in connection therewith, as defined in the Applicable Environmental Laws, or to the extent that Contractor is otherwise liable to incur costs or may otherwise be held liable to any third party in connection with such breach or for any removal or remedial actions taken with respect thereto, then, within a reasonable period of time following receipt of notice thereof from Contractor, Developer shall indemnify Contractor and hold Contractor harmless from all liabilities, damages and costs incurred by Contractor with respect to such breach including, without limitation, all claims, liabilities, loss, costs or expenses arising from the incurrence of any penalties, charge or expenses with respect thereto in defending itself against any suit or action brought by such third party, and in paying or satisfying any judgment obtained by such

third party against Contractor. The obligations of Developer under this section and the indemnity given hereunder shall survive the Closing.

- 13) **INSURANCE.** Contractor shall secure and maintain such insurance, with a limit of not less than \$2,000,000.00, as will protect Contractor and Developer from claims of negligence, bodily injury, death, or property damage which may arise from the performance of Services. Developer shall maintain at all times during the Project and keep in force for the mutual benefit of Developer and Contractor, commercial general liability insurance against claims for personal injury, death or property damage occurring in, on or about the Property and/or areas adjacent to the Property, to afford protection to the limit of not less than \$2,000,000 combined single limit. Such insurance shall described in the above sentences shall name Contractor as an additional insured.
- 14) **DISPUTES RESOLUTION.** It is agreed by both parties that all unsettled claims, counterclaims, disputes or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties, or by either party if a delay in initiating arbitration or the right to file a lawsuit would prejudice its rights.
- 15) **MATERIALS.** If the materials or equipment necessary for the Services and/or the Project to be completed in accordance with this Agreement shall become temporarily or permanently unavailable for reasons beyond the control of Contractor, then in the case of such temporary unavailability, the time for performance of the Services and/or completion of the Project shall be extended to the extent thereof, and, in the case of a permanent unavailability, Developer shall have the right, in its sole discretion, either to terminate this Agreement or allow Contractor to proceed with the Services; provided, that if Developer elects to allow Contractor to proceed with the Services, Contractor (i) shall be excused from furnishing said materials or equipment that are unavailable for reasons beyond the control of Contractor, and (ii) shall be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor which has been approved by Developer which approval shall not be unreasonably withheld or delayed.
- 16) **MISCELLANEOUS.**
 - a) **Entire Agreement.** This Agreement shall constitute the entire contract between the parties and may not be modified except by an instrument in writing and signed by both of them.
 - b) **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.
 - c) **Notices.** Any notice, demand, waiver or consent required or permitted hereunder shall be in writing and shall be given by hand delivery, national overnight courier service for delivery on the next business day, facsimile, telegram or prepaid registered or certified mail, with return receipt requested, addressed as follows:

If to Developer:

DH Development, LL
Attn: Mr. Jesse McDowell
1400 16th Street, Suite 320
Denver, CO 80202

(720) 723-2856
Jesse.McDowell@RLHoldings.com

With Copy to:
Looney, Looney & Chadwell, PLLC
Attn: Kenneth M. Chadwell
156 Rector Avenue
Crossville, TN 38555
(931) 484-7569
kmchadwell@looneychadwell.com

If to Contractor:
Adenus Solutions Group, LLC
Attn: Matthew Nicks
849 Aviation Parkway
Smyrna, TN 37167

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

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

parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

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

SIGNATURE PAGE TO FOLLOW

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

DEVELOPER:

DH Development, LLC

By: 

Name: Aaron Patsch

Title: Authorized Representative

CONTRACTOR:

Adenus Solutions Group, LLC
a Tennessee Limited Liability Company

By: _____

Name: _____

Title: _____

Exhibit A

Legal Description - Property

[See Attached]

Exhibit B

Site Map

[See Attached]

Exhibit C

Project Description - Plans

[See Attached]

Exhibit D

Specifications

[See Attached]

EXHIBIT E

- a. **Site Assessment.** The Contractor shall be provided with the following prior to any of the Services being rendered:
 - i) 2' Interval Topographic Survey prepared by Registered Surveyor in the State of Tennessee, Extra High Intensity Soils Map prepared by a Certified Soil Scientist in the State of Tennessee, Boundary Survey and Preliminary Plat of the above- mentioned project, and any other relative site assessment information as required.
- b. **Site Condition.** Staking of the boundaries of "construction activity" and areas that are soil mapped for the System and maintaining the grid staking references until construction activity has begun. Developer must provide a clean (mowed, cleared, etc.) area for construction activity, as reasonably determined by Contractor. Developer will clear treatment facility footprint and wooded drip areas.
- c. **Access Road.** Properly constructing and maintaining an access road as shown on Exhibit C, to include any permanent or temporary bridges or creek crossings, for construction activities on the Property and with respect to the Project that is capable of accommodating 80+ triple axle dump trucks. This access road must be constructed and passable for the intended purpose prior to the Contractor starting the Work. This access road is to be maintained by Developer until such time that Tennessee Wastewater Systems, Inc. accepts the system.
- d. **Electrical Service.** Providing Three Phase, 220V service (200-amp service) to the boundary of the parcel containing the Control Building of the Project, as designated on the Site Map and/or on the site plan to be prepared by Contractor, which electrical service shall be underground.
- e. **Amenities.** Any upgrades/amenities that are not specified as general construction activity according to the treatment site plan to be prepared by Contractor (e.g., Vinyl fencing, landscaping, custom brick/block work, etc.). Developer will install four (4) foot high fence around primary drip field disposal areas.
- f. **Collection System.** The installation of any and all aspects of the sewer collection system, to include the installation of any required Pump Stations, including excavation, plumbing, electrical service, setting any required meters and control panels, and finished grading. Developer agrees to install the forcemain from the outlet of any Pump Station(s) installed by the Developer, to the inlet of the Treatment Facility. Developer agrees to install the forcemain and reuse to the treatment facility and all drip field areas.



**STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES**

**William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102**

June 7, 2022

Mr. Jeff Ridsen
Chief Executive Officer
Tennessee Wastewater Systems, Inc.
e-copy: jeff.ridsen@adenus.com
849 Aviation Pkwy
Smyrna, TN 37167

**Subject: Draft of State Operating Permit No. SOP-19023
Tennessee Wastewater Systems Inc.
The Pointe
Celina, Clay County, Tennessee**

Dear Mr. Ridsen:

Enclosed please find one copy of the draft state operating permit, which the Division of Water Resources (the division) proposes to issue. The issuance of this permit is contingent upon your meeting all of the requirements of the Tennessee Water Quality Control Act and the rules and regulations of the Tennessee Water Quality, Oil and Gas Board.

If you disagree with the provisions and requirements contained in the draft permit, you have thirty (30) days from the date of this correspondence to notify the division of your objections. If your objections cannot be resolved, you may appeal the issuance of this permit. This appeal should be filed in accordance with Section 69-3-110, Tennessee Code Annotated.

If you have questions, please contact the Cookeville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Bryan Pope at (931) 224-3098 or by E-mail at Bryan.Pope@tn.gov.

Sincerely,

**Brad Harris, P.E.
Manager, Land-Based Systems**

Enclosure

cc: Permit File
Cookeville Environmental Field Office
Mr. Matthew Nicks, Adenus Group, LLC, Matthew.Nicks@adenus.com

**STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES**

William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

Permit No. SOP-19023

PERMIT

For the operation of Wastewater Treatment Facilities

In accordance with the provision of Tennessee Code Annotated section 69-3-108 and Regulations promulgated pursuant thereto:

PERMISSION IS HEREBY GRANTED TO

Tennessee Wastewater Systems Inc.
The Pointe
Celina, Clay County, Tennessee

FOR THE OPERATION OF

recirculating media filter with UV disinfection and drip dispersal system located at latitude 36.53806 and longitude -85.41833 in Clay County, Tennessee to serve approximately 180 homes by The Pointe Step Sewer Collection System. The design capacity of the system is .054 MGD and will be dispersed on approximately 13.59 acres of suitable soils.

This permit is issued as a result of the application filed on March 23, 2022, in the office of the Tennessee Division of Water Resources. This permit is contingent on the submission and department approval of construction plans, specifications and other data in accordance with rules of the department. Updated plans and specifications must be approved before any further construction activity.

This permit shall become effective on:

This permit shall expire on:

Issuance date:

for Jennifer Dodd
Director

A. GENERAL REQUIREMENTS

The treatment system shall be monitored by the permittee as specified below:

<u>Parameter</u>	<u>Sample Type</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>	<u>Measurement Frequency</u>
Flow *	Totalizer			Daily
BOD ₅	Grab	45 mg/l	N/A	Once/Year
Ammonia as N	Grab	Report	N/A	Once /Quarter

No E. Coli monitoring if fields are fenced

* Report average daily flow for each calendar month.

Sampling requirements in the table above apply to effluent being discharged to the drip irrigation plots.

This permit allows the operation of a drip irrigation treatment and storage system with disposal of wastewater through drip dispersal areas. There shall be no discharge of wastewater to any surface waters or to any location where it is likely to enter surface waters. There shall be no discharge of wastewater to any open throat sinkhole. In addition, the drip irrigation system shall be operated in a manner preventing the creation of a health hazard or a nuisance.

The land application component shall be operated and maintained to ensure complete hydraulic infiltration within the soil profile, transmission of the effluent away from the point of application, and full utilization of the soil profile as a portion of the treatment system.

Instances of surface saturation, ponding or pooling within the land application area as a result of system operation are prohibited. Instances of surface saturation, ponding or pooling shall be promptly investigated and noted on the Monthly Operations Report. The report shall include details regarding location(s), determined cause(s), the actions taken to eliminate the issue, and the date the corrective actions were made. Any instances of surface saturation, ponding or pooling not associated with a major precipitation event not corrected within three days of discovery shall be reported to the local Environmental Field Office at that time for investigation. Surface saturation, ponding or pooling resulting in the discharge of treated wastewater into Waters of the State or to locations where it is likely to move to Waters of the State shall be immediately reported to the local Environmental Field Office, unless the discharge is separately authorized by a NPDES permit."

All drip fields shall be fenced sufficiently to prevent or impede unauthorized entry as well as to protect the facility from vandalism. Fencing shall be a minimum of four feet in height. Fencing

shall be constructed of durable materials. Gates shall be designed and constructed in a manner to prevent or impede unauthorized entry. All designs are subject to division approval. Fence shall be installed prior to beginning of operation.

All drip lines shall be buried and maintained 6 to 10 inches below the ground surface.

The site shall be inspected by the certified operator or his/her designee, at a minimum, once per fourteen days (default) OR in accordance with an operating and maintenance inspection schedule in the permit administrative file record. The default inspection frequency will apply if an operating and maintenance inspection schedule is not submitted to be a part of the permit administrative file record. The operating and maintenance inspection schedule shall at a minimum evaluate the following via onsite visits or telemetry monitoring or a combination of the two:

- the condition of the treatment facility security controls (doors, fencing, gates, etc.),
- the condition of the drip area security controls (doors, fencing, gates, etc.),
- the condition of the site signage,
- the operational status of the mechanical parts of the treatment system (pumps, filters, telemetry equipment, etc.)
- the condition of the UV bulbs (if applicable)
- the condition of the land application area including the location of any ponding
- the name of the inspector
- the description of any corrective actions

Submission of the schedule, or revisions to the schedule, may be submitted to the division electronically. The schedule shall be submitted on or before the effective date of the permit. The permittee is responsible for maintaining evidence that the schedule, or revisions, have been submitted to the division.

B. MONITORING PROCEDURES

1. Representative Sampling

Samples and measurements taken in compliance with the monitoring requirements specified above shall be representative of the volume and nature of the monitored discharge, and shall be taken at the following location(s):

Effluent to drip irrigation plots.

2. Test Procedures

Unless otherwise noted in the permit, all pollutant parameters shall be determined according to methods prescribed in Title 40, CFR, Part 136.

C. DEFINITIONS

The "daily maximum concentration" is a limitation on the average concentration, in milligrams per liter, of the discharge during any calendar day.

The "*monthly average concentration*", other than for *E. coli* bacteria, is the arithmetic mean of all the composite or grab samples collected in a one-calendar month period.

A "grab sample" is a single influent or effluent sample collected at a particular time.

For the purpose of this permit, "*continuous monitoring*" means collection of samples using a probe and a recorder with at least one data point per dosing cycle.

A "quarter" is defined as any one of the following three-month periods: January 1 through March 31, April 1 through June 30, July 1 through September 30, and/or October 1 through December 31.

"Wastewater" for the purpose of this permit means "sewage" as defined in TCA 69-3-103

D. REPORTING

1. Monitoring Results

Monitoring results shall be recorded consistent with the general requirements imposed in Part A above OR in accordance with the operating and maintenance inspection schedule in the permit administrative file record and submitted quarterly.

Submittals shall be postmarked no later than 15 days after the completion of the reporting period. A copy should be retained for the permittee's files. Monitoring results shall be reported in a format approved by the division. Operation reports and any communication regarding compliance with the conditions of this permit must be sent to:

Division of Water Resources
Cookeville Environmental Field Office
1221 South Willow Avenue
Cookeville, TN 38506

Sampling results may be submitted electronically to: DWRWW.Report@tn.gov.

The first operation report is due on the 15th of the month following the quarter containing the permit effective date. Until the construction of the treatment system is complete and the

treatment system is placed into operation, operational reports shall report "monitoring not required".

2. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified in Rule 0400-40-05-.07(2)(h)2, the results of such monitoring shall be included in the calculation and reporting of the values required in the Quarterly Operation Report. Such increased frequency shall also be indicated.

3. Falsifying Reports

Knowingly making any false statement on any report required by this permit may result in the imposition of criminal penalties as provided for in Section 69-3-115 of the Tennessee Water Quality Control Act.

4. Signatory Requirement

All reports or information submitted to the commissioner shall be signed and certified by the persons identified in Rules 0400-40-05-.05(6)(a-c).

PART II

A. GENERAL PROVISIONS

1. Duty to Reapply

The permittee is not authorized to discharge after the expiration date of this permit. In order to receive authorization to discharge beyond the expiration date, the permittee shall submit such information and forms as are required to the Director of Water Resources (the "Director") no later than 180 days prior to the expiration date.

2. Right of Entry

The permittee shall allow the Director, or authorized representatives, upon the notification of permittee and presentation of credentials:

a. To enter upon the permittee's premises where an effluent source is located or where records are required to be kept under the terms and conditions of this permit, and at reasonable times to copy these records;

b. To inspect at reasonable times any monitoring equipment or method or any collection, treatment, pollution management, or discharge facilities required under this permit; and

c. To sample at reasonable times any discharge of pollutants.

3. Availability of Reports

All reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Division of Water Resources.

4. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) for collection and treatment which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also includes adequate laboratory and process controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit. Backup continuous pH and flow monitoring equipment are not required.

The monitoring frequency stated in this permit shall not be construed as specifying a minimum level of operator attention to the facility. It is anticipated that visits to the treatment facility by the operator will occur at intervals frequent enough to assure proper operation and maintenance, but in no case less than one visit every fourteen days OR in accordance with an operating and maintenance inspection schedule in the permit administrative file record. If monitoring reports, division's inspection reports, or other information indicates a problem with the facility, the permittee may be subject to enforcement action and/or the permit may be modified to include increased parameter monitoring, increased monitoring frequency or other requirements as deemed necessary by the division to correct the problem. The permittee shall ensure that the certified operator is in charge of the facility and observes the operation of the system frequently enough to ensure its proper operation and maintenance regardless of the monitoring frequency stated in the permit

Dilution water shall not be added to comply with effluent requirements.

5. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws or regulations.

6. Severability

The provisions of this permit are severable. If any provision of this permit due to any circumstance, is held invalid, then the application of such provision to other circumstances and to the remainder of this permit shall not be affected thereby.

7. Other Information

If the permittee becomes aware that he failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Director, then he shall promptly submit such facts or information.

B. CHANGES AFFECTING THE PERMIT

1. Planned Changes

The permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility.

2. Permit Modification, Revocation, or Termination

a. This permit may be modified, revoked and reissued, or terminated for cause as described in Section 69-3-108 (h) of the Tennessee Water Quality Control Act as amended.

b. The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

3. Change of Ownership

This permit may be transferred to another person by the permittee if:

a. The permittee notifies the Director of the proposed transfer at least 30 days in advance of the proposed transfer date;

b. The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage, and liability between them; and

c. The Director, within 30 days, does not notify the current permittee and the new permittee of his intent to modify, revoke or reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

4. Change of Mailing Address

The permittee shall promptly provide to the Director written notice of any change of mailing address. In the absence of such notice the original address of the permittee will be assumed to be correct.

C. NONCOMPLIANCE

1. Effect of Noncompliance

Any permit noncompliance constitutes a violation of applicable State laws and is grounds for enforcement action, permit termination, permit modification, or denial of permit reissuance.

2. Reporting of Noncompliance

a. 24-Hour Reporting

In the case of any noncompliance which could cause a threat to public drinking supplies, or any other discharge which could constitute a threat to human health or the environment, the required notice of non-compliance shall be provided to the appropriate Division environmental field office within 24 hours from the time the permittee becomes aware of the circumstances. (The environmental field office should be contacted for names and phone numbers of emergency response personnel.)

A written submission must be provided within five days of the time the permittee becomes aware of the circumstances unless this requirement is waived by the Director on a case-by-case basis. The permittee shall provide the Director with the following information:

- i. A description of the discharge and cause of noncompliance;
- ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
- iii. The steps being taken to reduce, eliminate, and prevent recurrence of the non complying discharge.

b. Scheduled Reporting

For instances of noncompliance which are not reported under subparagraph 2.a. above, the permittee shall report the noncompliance on the Quarterly Operation Report. The report shall contain all information concerning the steps taken, or planned, to reduce, eliminate, and prevent recurrence of the violation and the anticipated time the violation is expected to continue.

3. Overflow

a. "**Overflow**" means the discharge of wastewater from any portion of the collection, transmission, or treatment system other than through permitted outfalls.

b. Overflows are prohibited.

c. The permittee shall operate the collection system so as to avoid overflows.

d. No new or additional flows shall be added upstream of any point in the collection system, which experiences chronic overflows (greater than 5 events per year) or would otherwise

overload any portion of the system. Unless there is specific enforcement action to the contrary, the permittee is relieved of this requirement after: 1) an authorized representative of the Commissioner of the Department of Environment and Conservation has approved an engineering report and construction plans and specifications prepared in accordance with accepted engineering practices for correction of the problem; 2) the correction work is underway; and 3) the cumulative, peak-design, flows potentially added from new connections and line extensions upstream of any chronic overflow point are less than or proportional to the amount of inflow and infiltration removal documented upstream of that point. The inflow and infiltration reduction must be measured by the permittee using practices that are customary in the environmental engineering field and reported in an attachment to a Monthly Operating Report submitted to the local TDEC Environmental Field Office on a quarterly basis. The data measurement period shall be sufficient to account for seasonal rainfall patterns and seasonal groundwater table elevations.

e. In the event that more than 5 overflows have occurred from a single point in the collection system for reasons that may not warrant the self-imposed moratorium or completion of the actions identified in this paragraph, the permittee may request a meeting with the Division of Water Resources EFO staff to petition for a waiver based on mitigating evidence.

4. Upset

a. "*Upset*" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

b. An upset shall constitute an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the permittee demonstrates, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- i. An upset occurred and that the permittee can identify the cause(s) of the upset;
- ii. The permitted facility was at the time being operated in a prudent and workman-like manner and in compliance with proper operation and maintenance procedures;
- iii. The permittee submitted information required under "Reporting of Noncompliance" within 24-hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days); and
- iv. The permittee complied with any remedial measures required under "Adverse Impact."

5. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to the waters of Tennessee resulting from noncompliance with this permit, including such accelerated

or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge. It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

6. Bypass

- a. **"Bypass"** is the intentional diversion of wastewater away from any portion of a treatment facility.
- b. Bypasses are prohibited, unless:
 - i. The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - iii. For anticipated bypass, the permittee submits prior notice, if possible at least ten days before the date of the bypass; or
 - iv. For unanticipated bypass, the permittee submits notice of an unanticipated bypass within 24 hours from the time that the permittee becomes aware of the bypass.
- c. A bypass that does not cause effluent limitations to be exceeded may be allowed only if the bypass is necessary for essential maintenance to assure efficient operation.
- d. "Severe property damage" when used to consider the allowance of a bypass means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

D. LIABILITIES

1. Civil and Criminal Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance. Notwithstanding this permit, the permittee shall remain liable for any damages sustained by the State of Tennessee, including but not limited to fish kills and losses of aquatic life and/or wildlife, as a result of the discharge of wastewater to any surface or subsurface waters. Additionally, notwithstanding this Permit, it shall be the responsibility of the permittee to conduct its wastewater treatment and/or discharge activities in a manner such that public or private nuisances or health hazards will not be created.

2. Liability Under State Law

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law.

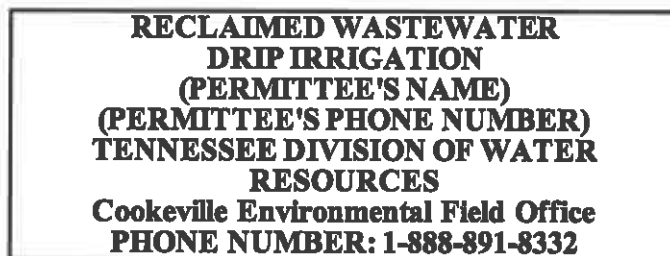
**PART III
OTHER REQUIREMENTS**

A. CERTIFIED OPERATOR

The waste treatment facilities shall be operated under the supervision of a Biological Natural System certified wastewater treatment operator in accordance with the Water Environmental Health Act of 1984.

B. PLACEMENT OF SIGNS

The permittee shall place a sign at the entrance to the land application area if fenced or all reasonable approaches to the land application area. The sign should be clearly visible to the public. The minimum sign size should be two feet by two feet (2' x 2') with one inch (1") letters. The sign should be made of durable material



No later than sixty (60) days from the effective date of the permit, the permittee shall have the above sign(s) on display in the location specified. New facilities must have the signs installed upon commencing operation.

C. ADDITION OF WASTE LOADS

The permittee may not add wasteloads to the existing treatment system without the knowledge and approval of the division.

D. SEPTIC (STEP) TANK OPERATION

The proper operation of this treatment system depends, largely, on the efficient use of the septic tank. The solids that accumulate in the tank shall be removed at a frequency that is sufficient to insure that the treatment plant will comply with the discharge requirements of this permit.

E. SEPTAGE MANAGEMENT PRACTICES

The permittee must comply with the provisions of Rule 0400-48-01-.22. If the septage is transported to another POTW for disposal, the permittee shall note the amount of septage wasted in gallons and name of the facility the hauler intends to use for disposal of the septage on the monthly operation report. Sludge or any other material removed by any treatment works must be disposed of in a manner which prevents its entrance into or pollution of any surface or subsurface waters. Additionally, the disposal of such sludge or other material must be in compliance with the Tennessee Solid Waste Disposal Act, TCA 68-31-101 et seq. and Tennessee Hazardous Waste Management Act, TCA 68-46-101 et seq.

F. OWNERSHIP OF THE TREATMENT FACILITIES

a. The permittee shall own the treatment facilities (and the land upon which they are constructed) including the land to be utilized for drip or spray irrigation. Evidence of ownership of the treatment facility and land application site(s) must be furnished to the division for approval prior to initiation of operation the wastewater collection and treatment system for sewer service to any structure.

b. Where the treatment facility serves private homes, condominiums, apartments, retirement homes, nursing homes, trailer parks, or any other place where the individuals being served have property ownership, rental agreements, or other agreements that would prevent their being displaced in the event of abandonment or noncompliance of the sewerage system, ownership of the treatment facilities must be by a municipality, a public utility, a wastewater authority, or a privately owned public utility (having a Certificate of Convenience and Necessity from the Tennessee Public Utility Commission) or another public agency.

Attachment 1

RATIONALE

Tennessee Wastewater Systems Inc.
STATE OPERATION PERMIT NO. SOP-19023
Celina, Clay County, Tennessee

Permit Writer: Mr. Bryan Pope

FACILITY CONTACT INFORMATION:

Mr. Jeff Ridsen
Chief Executive Officer
Phone: (615) 220-7171
jeff.ridsen@adenus.com
3377 Swan Ridge Road
Smyrna, TN 37167

Activity Description: Treatment of domestic wastewater via a decentralized waste water system to support construction of

Facility location: Latitude 36.53806 and Longitude -85.41833

Name of the nearest stream: No discharge allowed.

Treatment system: recirculating media filter with UV disinfection and drip dispersal

Permit period: This permit will be issued for a five year period effective from the issuance date on the title page.

Terms & Conditions: BOD₅ is a standard measure of sewage strength. The 45 mg/L daily maximum limit is the required treatment standard for domestic waste water in Tennessee. Ammonia and BOD₅ reporting serve to demonstrate the treatment system is meeting minimum treatment standards. Land application, versus stream discharge, enables reduced monitoring frequency for these parameters. Narrative conditions for drip disposal and septage management are proposed in support of proper system operation to prevent runoff to streams and avoidance of nuisance conditions. E.coli limits apply when the diposal area is not fenced.

Financial Security: Municipalities and Utility Districts are government entities exempt from the financial security requirement in TCA 69-3-122.

Annual Maintenance Fee: An annual maintenance fee for the permit will apply after permit issue and upon receipt of an invoice. The fee is currently \$350.00 for non-discharging facilities with influent flow less than 0.075 MGD.

**Items Requisite for
Operation:**

This draft permit proposes terms and conditions for planning purposes and to seek public comment on the potential water quality impacts of the proposed activity. Actual operation of the sewerage system is contingent on the following items (items may occur in any order):

- Approval of sewerage system construction plans and specifications per TCA 69-3-108(i),
- Final construction inspection and submission of O & M manual per Rule 0400-40-02-.09,
- Utility ownership of sewerage system assets consistent with Rule 0400-40-16-.02(8). Sewerage system assets broadly consist of those units integral to the collection, treatment and disposal of both the solid and liquid component of sewage (i.e. septic tanks and pumps, collection lines, treatment system and drip irrigation area and related appurtenances), and
- Final issue of the permit.



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



3755

ADENUS SOLUTIONS GROUP LLC

ID NUMBER: 33773

LIC STATUS: ACTIVE

EXPIRATION DATE: March 31, 2023

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

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

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

State of Tennessee

377599

12546493

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

ADENUS SOLUTIONS GROUP LLC.

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

ID NUMBER: 33773

LIC STATUS: ACTIVE

EXPIRATION DATE: March 31, 2023

SE12/490.09; EC-R; BCE; MLC; MD-A; MD-C; MD-D



IN-438

DEPARTMENT OF
COMMERCE AND INSURANCE

**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 Risden, CEO – Mr. Risden joined Adenus in 2015 as General Counsel before rising to CEO in late 2018. Prior to Adenus Mr. Risden 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.

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.

Jeremy 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.

WASTEWATER UTILITY SERVICE**SECTION 4 – RESIDENTIAL RATES SHEET**

	Base	Escrow	Bonding	Environmental Rider	Legal Rider	Total
Rate Class 1	\$ 40.48(I)	\$ 7.27	\$0.11	\$3.76	\$0.45	\$ 52.07(I)
Rate Class 2	\$ 40.48(I)	\$ 7.27	\$0.11	\$3.76	\$0.45	\$ 52.07(I)
Rate Class 5	\$ 36.66(I)	\$ 5.69	\$0.11	\$3.76	\$0.45	\$ 46.67(I)
Rate Class 6	\$ 36.66(I)	\$ 5.69	\$0.11	\$3.76	\$0.45	\$ 46.67(I)
Rate Class 9	\$ 20.55	\$ 3.39	\$0.11	\$3.76	\$0.45	\$ 28.26*

* Southridge customers will have a pass-through treatment cost assessed to their monthly bill. The pass-through treatment cost is calculated using the water meter meter readings as provided to TWSI by the East Montgomery Water Co. and the multiplier charged by TWSI by Clarksville Water and Gas to provide wastewater treatment. This cost will be filed annually with TPUC in June and effective upon approval. The current pass through treatment cost is 0.0104639184 per gallon.

** Each condominium unit will be billed as a residential customer and be individually billed. (N)

*** Customers in the City of Coopertown will be billed a 3% franchise fee (applied to the base rate only). (T)(M) from Section 4, Fifteenth Revised Page 2

**** The bonding fee will be updated with an annual filing with TPUC in August and effective upon approval. (T)

Fees: (M) from Section 4, Fifteenth Revised Page 2

Non-Payment – 5% of total bill amount

Disconnection – \$40

Reconnection – \$50

Returned Check (NSF Fee) – \$25

Returned ACH - \$25 (T)(N)

Capacity Reservation Fee – \$10 per month (See Rules and Regulations for Explanation) (T)(N)

Credit Card Convenience Fee: 3%

City of Coopertown Franchise Fees: 3%

Replaces Section 4, Fifteenth Revised Page 1 and Fifteenth Revised Page 2. (D)

Issued: May 14, 2020

Effective: July 1, 2020

Issued by: Matthew Nicks, President

WASTEWATER UTILITY SERVICE

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>
Scales Project	Williamson	14-00006
Clovercroft Acres	Williamson	14-00062
Nolensville Catholic Church	Williamson	21-00096
The Pointe	Clay	21-00026 (T)

Issued: July 14, 2022

Effective: August 1, 2022

Issued by: Matthew Nicks, President

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

IN RE:

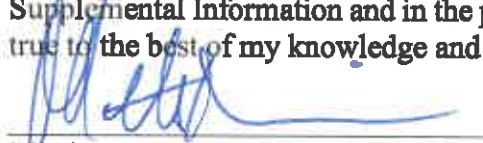
**PETITION OF TENNESSEE
WASTEWATER SYSTEMS, INC., TO
AMEND ITS CERTIFICATE OF
CONVENIENCE AND NECESSITY**

DOCKET NO. 21-00026

AFFIDAVIT OF MATTHEW NICKS

AFFIDAVIT

My name is Matthew Nicks and I affirm that all the information contained in the Petition, Supplemental Information and in the pre-filed testimony of Matthew Nicks filed in this Docket are true to the best of my knowledge and belief.


Matthew Nicks

County of Rutherford)
State of Tennessee)

On this 14th day of June 2022 ~~August 2021~~, personally appeared before me, Susan Chaffin, a notary public, the above-named Matthew Nicks, known to me personally who was duly sworn and on oath executed the above Affidavit.


Notary

My commission expires:

01/25/26

