

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

IN RE:)	
)	
PETITION OF TENNESSEE)	
WASTEWATER SYSTEMS, INC., TO)	DOCKET NO. 21-00096
AMEND ITS CERTIFICATE OF)	
CONVENIENCE AND NECESSITY)	

**PETITION TO AMEND ITS CERTIFICATE OF CONVENIENCE AND NECESSITY
TO INCLUDE NOLENSVILLE CATHOLIC CHURCH**

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 church and religious school in Williamson County known as Nolensville Catholic Church.

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** – Nolensville Catholic Church Subdivision is located at Lat: 35°54'00" N, Long: 86°39'36" W. The closest highway is Highway 41 in Williamson County with a street address of 7668 Nolensville Pike, Nolensville, Tennessee. The wastewater facility will be known as Nolensville Catholic Church TF. See Exhibits 7A-7B for map 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 to accommodate the church, offices, school, and supporting facilities.
9. **Estimated Dates for commencement and completion of construction** – Construction will commence at a time agreeable between the developer and its contractor and will take approximately 180 days.
10. **Phases/Houses per Phase** – The wastewater system will serve the church, school, offices, a football stadium, and concessions facility. The system will be constructed in its entirety and not be built in phases.
11. **Builder/Developer Identity** – See Request to Serve Letter Exhibit 11

Brian Cooper, Chancellor
Catholic Diocese of Nashville

2800 McGavock Pike
Nashville, TN 37214
615-383-6393
brian.cooper@dioceseofnashville.com

Existence of Public Need and Property Rights

- 12. **Letters from local governments and utilities** – See Exhibits 12A & 12B
- 13. **Franchise Agreement** – n/a
- 14. **Contracts and Agreements** – See Exhibit 14.

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. Its parent company Adenus Group, LLC owns certified wastewater providers in Alabama, Ohio, and Kentucky.**
- 17. **Merger/Acquisition** – n/a
- 18. **Treatment System Contractor** – The developer has not yet selected a contractor for the project. Once that decision has been made, the agreement and proof of current license will be filed in this docket.

Technical Ability:

- 19. **SOP Application/Permit** – See Exhibit 19 (Draft SOP). The final SOP will be filed in this docket once issued by TDEC.
- 20. **State Operator Certificate** – See Exhibit 20
- 21. **TWSI Contact Person:**

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

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.

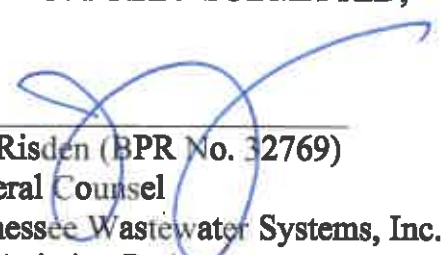
Financial Capability:

23. **Financial Statements** – See Exhibit 23
24. **Pro Forma (Five years of operations)** –With over 4250 customers, the addition of the church and school as commercial customers 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** – A construction estimate will be provided once the construction contract has been awarded. TWSI will provide in this docket a final accounting of all contributed assets and property.
29. TWSI will own the system once it is completed, inspected, and accepted by the Utility. Estimated amount of contributed capital will include the treatment plant and collection system, as well as the cost of the land conveyed to the Utility. These costs are not 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 of Nolensville Catholic Church to the commercial tariff sheet.
31. **Five Year Build Out Estimate of Development** – See Exhibit 31
32. **Municipal Bonding Requirements** – See item 33.
33. **Performance Bond** – A performance bond from the developer will be provided per Williamson County regulations and a copy will be filed in this docket prior to the 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 Nolensville Catholic Church in Williamson 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

Tennessee Wastewater Systems, Inc.

Organizational Chart

Jeff Riden, CEO

Matthew Nicks, President

Thomas Pickney, Secretary

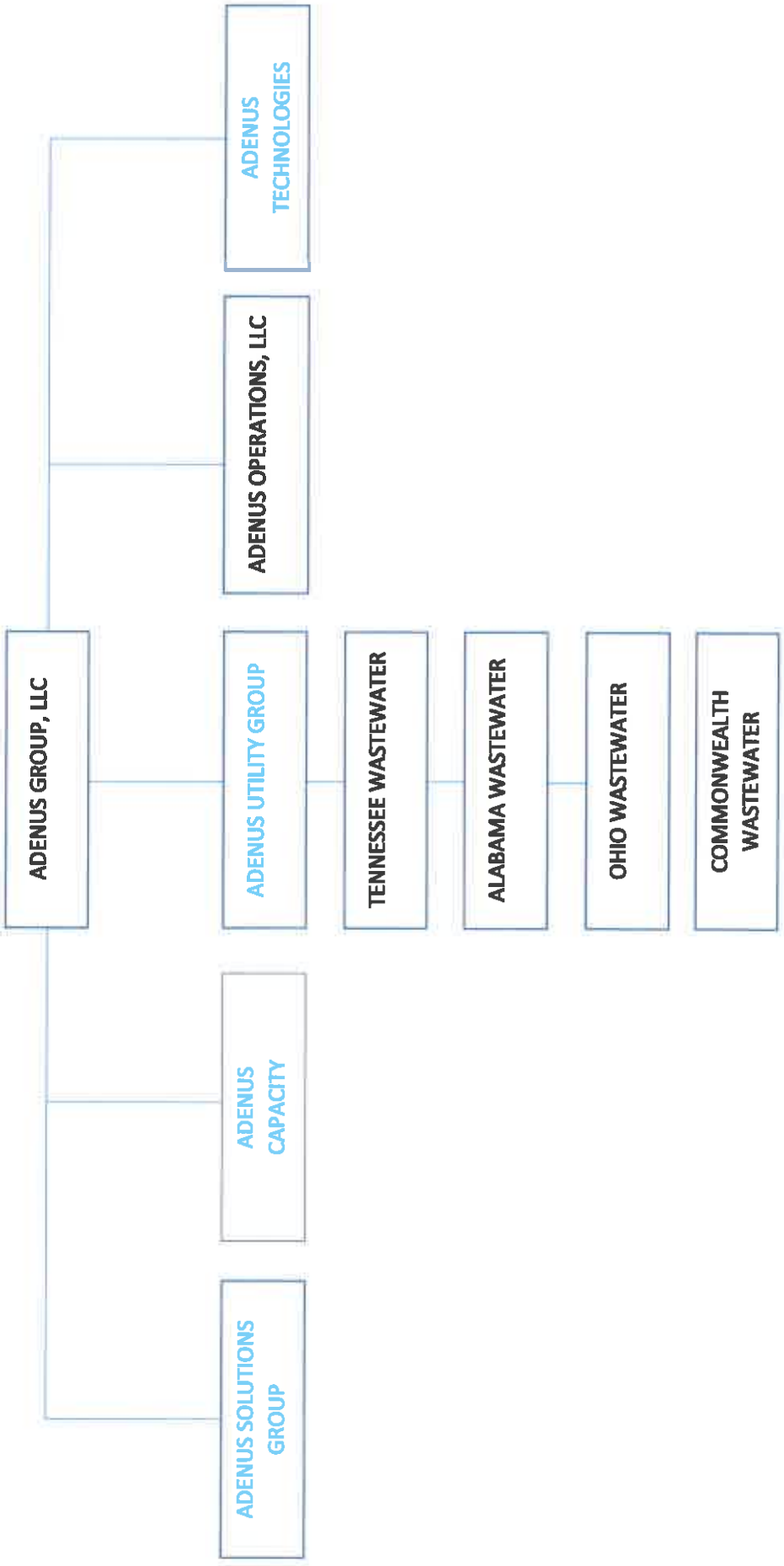
William Pickney, Treasurer

Suzanne Christman, Controller

Billy Dranes, Operations Manager, Middle TN

Jeremy Stewart, Operations Manager, East TN

**ADENUS GROUP, LLC
AFFILIATE
ORGANIZATIONAL CHART**



Ex. 4

State of Tennessee



Bq,mtmmt of 6tatt
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Soodgrass Tower
Nashville, TN 37243

**ARTICLES OF AMENDMENT--
TO THE CHARTER
(For-Profit)**

F/Le (-) : Pc

CORPORATE CONTROL NUMBER (IF KNOWN) --0 21 2004

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:

DN-SITE-"SYSCeMs, 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 90 DAYS 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 April 2, 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

SIGNATURE

Q ho, 1\sl'--?ckoy, JR
NAME OF SIGNER (TYPED OR PRINTED)

DATE



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

- [illegible]



DIOCESE OF NASHVILLE

2800 McGAVOCK PIKE
NASHVILLE, TN 37214-1402
615.383.6393
dioceseofnashville.com

OFFICE OF THE CHANCELLOR AND CHIEF OPERATING OFFICER

August 16, 2021

To Whom It May Concern:

This letter will serve as the Diocese of Nashville request that Tennessee Wastewater Systems provide sewer service for our new campus consisting of an Elementary School, High School and Church, along with the supporting services. The campus is located on 168 acres at 7668 Nolensville Road (Map 86, Parcel 12.00), just south of the town of Nolensville, with plans to open the Elementary School in the fall of 2023.

Respectfully,

A handwritten signature in blue ink, reading "Brian L. Cooper".

Brian L. Cooper

cc: TN Public Utility Commissions (TPUC)

Rogers C. Anderson
Williamson County Mayor



WILLIAMSON COUNTY GOVERNMENT

June 15, 2017

Mr. James F. Reed III
SEC, Inc.
850 Middle Tennessee Blvd.
Murfreesboro, TN 37129

**Re: Sewer Request – Ozburn Farms
7668 Nolensville Road
Tax Map 86, Parcel 12.00**

Mr. Reed:

Please accept this notice that Williamson County Government does not provide public sanitary sewer service and has no plans in the foreseeable future to provide said service.

I hope this information is helpful. Should you need anything further, please do not hesitate to contact me.

Sincerely,

Rogers C. Anderson
County Mayor





N **Nolensville/College Grove Utility District**
C P.O. Box 127, 2002 Johnson Industrial Blvd., Nolensville. TN 37135
G Phone No. 615-776-2511 - Fax No. 615-776-2591 – Email mpolston@nceud.com

June 21, 2017

Mr. Jamie Reed
SEC , Inc.
850 Middle Tennessee Blvd
Murfreesboro . TN 37129

Re: Ozburn Farm / 7668 Nolensville Rd. Map (086) Parcel (1200)
Sanitary Sewer Service Release

Dear Mr. Reed

Nolensville College Grove Utility District does not provide any sanitary sewer service to any developments or developers .

The Property address is 7668 Nolensville Rd. Nolensville , TN 37135 .

If I can provide any additional information please call or email.

Sincerely,

A handwritten signature in blue ink that reads "Mike E. Polston".

Mike E Polston
General Manager
NCG Utility District

SANITARY SEWER SERVICE AGREEMENT

23 This Sanitary Sewer Service Agreement (the "Agreement") is made and entered as of this day of April, 2021, by and between TENNESSEE WASTEWATER SYSTEMS, INC., a Tennessee corporation ("TWS") and the Catholic Diocese of Nashville ("Developer").

WITNESSETH:

WHEREAS, Developer plans and intends to develop a church and school campus presently known as Nolensville Catholic Campus (the "Development"), located at 7668 Nolensville Road, Williamson County, Tennessee and identified as Map 86, Parcel 12, in Williamson County, TN described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer has requested TWS to commit to provide wastewater service to the Development; and,

WHEREAS, TWS is willing to provide service; and

WHEREAS, TWS has the ability and technology to own and operate a system for the collection, treatment, and disposal of wastewater, and is willing and able to serve said Property, including the Development upon the terms, provisions and conditions set out in this Agreement, all of which are acceptable to the Developer; and

WHEREAS, Developer is responsible for constructing the wastewater collection, treatment, and disposal systems to serve the Development in accordance with the Plans and Specifications, as defined herein;

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 Tennessee Wastewater Systems, Inc to construct and install the watertight tanks and service line connections within the Lot(s) of the Development.
 - (c) "Development" means that certain development owned and developed by Developer upon the Property and located adjacent and contiguous to the Sewage Facility Land.
 - (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 occurrence 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 which Lot (except as otherwise noted herein) is to be used for intended purposes.

(h) "Lot Owner" or "Lot Owners" shall mean and refer to one or more persons who hold the record title to any platted Lot within the Property, 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, Williamson County, and all Applicable Laws.

(j) "Plat" shall mean a plat of all or a portion of the Property which shows roads, open space, 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 use for 36,250 gallons per day, the Sewage Facility as 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) "Williamson County" or the "County" means Williamson County, Tennessee.

- (a) Developer will pay TWS a \$96,800.00 inspection and review fee. This amount is due when TWS signs the Plat for the Lot as approved by the Williamson County, TN Planning Commission.
- (b) Taxes – Developer is responsible for paying the corporate income tax for the sewer system facility as further explained in Paragraph 12(b). Neither the inspection fees nor any other fees charged or collected by TWS, unrelated to the contribution of the sewer facility itself, are or will be subject to any taxes.
- (c) TWS will withhold signing any plat for the development until all fees, including inspections and review fees, associated with the construction and installation of the System have been paid in full by the Developer.

1. Sanitary Sewer Service.

(a) *Dedication.* From and after the date the Sewer System is completed in accordance with the Plans and Specifications approved 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 any third-party purchaser of the Development shall include in it the requirement that such person or entity must enter into a Sewer Service Agreement with TWS in form and substance as attached hereto as Exhibit E.

(c) *Acceptance by TWS.* Once the Developer completes the Sewer System, TWS inspects and provides written approval of the Sewer System, and all fees due under Section 2 have been paid, TWS will accept contribution of the system as an expansion and improvement of the Sewage Facility and Sewer System and will commence providing sewer service for such phase.

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 having jurisdiction over the Sewer System. Developer agrees to cooperate and use best efforts to assist TWS in obtaining any permits, licenses, and approvals necessary for TWS to provide service to the Property.

5. Sewer System Construction.

(a) *Installation and Developer Responsibility.* Developer shall furnish, install, lay and construct all of the Sewer System at its own expense and at no cost or expense to 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 set forth in the Plans and specifications. Any proposed changes to the approved Sewer System plans must be presented to TWS and agreed to in writing by the Parties. TWS may withhold

approval and acceptance of the Sewer System in the event changes are made without prior TWS approval.

Developer Responsibility.

- (a) **Delegation by Developer.** The Plans and Specifications require that Developer must install watertight tanks and service connection lines within the Development in accordance with the Plans and Specifications, at Developer's expense. Should Developer authorize a 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 ensure that the installation work is performed by a Certified Installer.
- (b) **Wastewater System Performance Bonds.** The Developer shall post any bonds as required by TPUC, TWS, and/or Williamson County in accordance with County rules and regulations.
- (c) **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 or Developer's contractor shall promptly cause such lien to be discharged or in lieu thereof file a bond or other security for the payment of such lien in form and amount satisfactory to TWS.

6. Conveyance and Transfer. Upon completion of the system, Developer shall:

- (a) convey by quit claim deed (the "Deed"), in the form attached hereto as Exhibit E, the Sewage Facility Land to TWS and provide title insurance policy for the value of the facility and land 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, including mortgages or deeds of trust, 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");
- (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 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 the particular phase being platted from the time TWS accepts the Sewer System and for a period of one (1) year from the date the church or school, whichever is later, connects to the wastewater system and commences service. The Developer shall reimburse TWS upon demand for all costs and expenses incurred by TWS to repair all breaks, leaks or defects of any type whatsoever arising from any cause whatsoever occurring from the time TWS accepts the Sewer System and for a period of one (1) year from the date TWS commences service to the later of the church or school. The Developer hereby warrants that the Sewer System improvements shall be paid for in full and that no liens or encumbrances of persons claiming by, through or under the Developer 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 without the consent or approval of any governmental authority; and

(iii) The execution, delivery and performance of this Agreement by 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 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) All necessary permits as required by the State, County, and any other governing authority for the operation of the Sewage Facility have been or will be timely applied and obtained prior to commencement of the operation of the Sewage Facility.

- (b) Developer represents, warrants and covenants to the TWS that:

(i) Developer is 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

(ii) 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) That to its knowledge all necessary permits as required by the State, County, and any other governing or regulatory authority have been applied or will be applied for by the Contractor and obtained prior to the construction of the Sewer Facility.

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 its obligations with regard to 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 within fifteen (15) calendar days after receiving written notice from TWS specifying in detail the nature of such failure; provided if such failure cannot reasonably be cured within said fifteen (15) calendar day period, then TWS may not terminate this Agreement if Developer has commenced to cure the failure within said fifteen (15) calendar day period and thereafter prosecutes such cure to completion with reasonably acceptable diligence; or

(ii) Developer has defaulted in the payment to TWS of the fees set forth in Section 2(a) as and when required and fails to cure such default within fifteen (15) calendar days after notice from TWS thereof and thereafter prosecutes such cure to completion with reasonably acceptable diligence; 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 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.

Further, Developer may terminate this Agreement in the event that TWS has materially failed to perform its obligations will regard pursuant to the terms of this Agreement and has failed to cure said failure or default within fifteen (15) calendar days after receiving written notice from Developer specifying in detail the nature of such failure; provided if such failure cannot reasonably be cured within said fifteen (15) calendar day period, then Developer may not terminate this Agreement if TWS has commenced to cure the failure within said fifteen (15) calendar day period and thereafter prosecutes such cure to completion with reasonably acceptable diligence.

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.
 - iii) Notwithstanding the foregoing, the indemnified party shall be not liable to the indemnifying party for any loss, expense, liability, damage or deficiency caused by or resulting from the indemnifying party's negligence or willful misconduct.
- 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;

- iv) Any and all costs and expenses (including attorneys' fees) arising in connection with any of the foregoing.
 - iv) Any violation of any permit requirement of the State of Tennessee, Williamson County, and any other governing or regulatory authority with jurisdiction over the construction of the sanitary sewer.
 - v) Notwithstanding the foregoing, Developer shall not be liable to TWS for any of the foregoing caused by or resulting from TWS's negligence or willful misconduct.
 - 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, to the best of its knowledge, 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 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 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, payable each month by the 15th of the month, from the time the wastewater system is accepted by TWS until either the church and/or the school is connected to the system, a sewer service agreement is executed with TWS, and the property begins receiving service from the Sewer System. Once service commences, the customer will no longer pay the monthly wastewater capacity reservation fee, but instead be billed at the then current TPUC established commercial rate.

(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 the final Subdivision plat is presented to TWS for signature.

The effective corporate tax rate is subject to change and the tax owed will be reflective of the current effective tax rate at the time the tax payment is made.

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 with 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 reasonably determined by TWS for the construction, expansion, access, operation and maintenance of TWS's Sewer System, or portion thereof.

14. Insurance. TWS will maintain general liability insurance and will provide proof of such insurance to the Diocese, upon request, prior to commencing any inspections or other work at the sewer treatment facility.

15. Water Valve Requirements. Developer is required to install a water shut off valve with an appropriate valve box on the water line on the customer's side of the water meter at each lot. If the Developer sells the lot to allow another party to build on the lot, they must ensure that the purchaser is notified of the water valve requirements.

16. Assignment. Neither Developer nor TWS shall not 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 respective 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.

(k) **Dispute Resolution.** In the event any disputes arise related to the subject matter of this Agreement and the parties cannot agree upon a resolution, the issue(s) shall first be submitted for mediation. The venue of any action deemed necessary by either party hereto and in construction, interpretation or enforcement of this Agreement shall be a court of competent jurisdiction in Nashville, Davidson County, Tennessee.

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

TWS

TENNESSEE WASTEWATER SYSTEMS, INC.
a Tennessee corporation

By: 

Name: Jeff Riden

Title: Chief Executive Officer

Developer

Catholic Diocese of Nashville

By: 

Name: Brian Cooper

Title: Chancellor

STATE OF TENNESSEE

COUNTY OF Rutherford

Personally appeared before me _____, Notary Public, Jeff Riden, 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, Inc., the within named bargainer, a Tennessee corporation, and is authorized to execute this instrument on behalf of Tennessee Wastewater Systems, Inc.

WITNESS my hand, at office, this 24th day of August, 2021.



Suzanne M. Christian
Notary Public
My Commission Expires: Oct. 21, 2024

STATE OF TENNESSEE

COUNTY OF Calhoun

Personally appeared before me, Maurice Odier, Notary Public, Brian Coon, 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 Chairman of Catholic Diocese of Nashville, the within named bargainer, a non profit, and is authorized to execute this instrument on behalf of Catholic Diocese of Nashville.

WITNESS my hand, at office, this 23 day of August, 2021.



Maurice Odier
Notary Public
My Commission Expires: July 29, 2024

Exhibit A

Property

Exhibit B
Sewage Facility Land

Exhibit C
Plans and Specification

Exhibit D

CUSTOMER GUIDELINES

Please adhere to the following guidelines regarding items and substances that can and cannot be flushed, put down the drain, or disposed of into your home's plumbing system. Failure to do so may result in increased costs and/or tank pumping fees or fines:

DON'T flush or pour any poisons or dangerous and damaging items into your household plumbing system or wastewater treatment system. This list includes, but is not limited to the following:

- Prescription medications or similar substances
- Water softener treatments, backwash, or salts
- Excessive amounts of oils (this includes bath oils and body oils)
- Combustibles or poisonous products
- Cleaning products, particularly floor waxes and carpet detergents
- Chlorine bleach, chlorides, and pool or spa products
- Fertilizers, pesticides or herbicides, or agricultural compounds

DON'T use any additives that are marketed as performance enhancers for your wastewater treatment system. The bacteria and organisms that grow in your tank produce natural enzymes that adequately break down and digest nutrients in the wastewater. These additives can cause maintenance problems for which you may be financially responsible.

DON'T put food items and scrape down your kitchen sink disposal.

DON'T dispose of the following items in your wastewater system:

- Coffee grounds, eggshells, fruit seeds, beans, chewing gum, trash, chewing tobacco, and cigarette butts.
- Paper towels, newspapers, sanitary napkins, diapers, condoms, tampons, baby wipes and swiffer sheets
- Cooking grease and meats
- Fags, hair, and pet dander

DON'T let your faucets run to prevent waterlines from freezing. Running faucets can increase your water usage. This can overload your system and cause further problems.

DON'T use unnecessary amounts of water. It is normal for a person to use 50 gallons of water per day.

DON'T dig in your yard if you do not know where the components of your wastewater treatment system are located. Avoid these areas when landscaping and adding permanent outdoor structures.

State law requires that utilities be notified before beginning excavation. Call your state One-Call center before any digging is done. If a structure is placed over a utility line and that line needs to be accessed by the utility, the utility will not be responsible for any damage caused in removing the structure, nor will it be responsible to repair or replace the structure.

DON'T drive your vehicle or any heavy machinery over the lid or surface of your tank or over any buried components of your system.

DON'T dump waste from RVs or campers into your tank, down the drain, or into your plumbing system. When dumped directly into the pumping vault, RV waste can clog equipment or cause it to lose function, causing undue maintenance and repair costs. Chemicals that may be found in RV waste can kill off the necessary bacteria and microorganisms that live in your tank and provide primary treatment.

DON'T connect rain gutters or storm drains to the sewer or allow surface water to drain into it. Do not discharge hot tub water into your system.

DON'T remove the floor access lid on your tank for any reason. If bolts are lost or damaged, contact your local Adenus® maintenance technician. This person is the only one that should ever remove the lid from your tank unless otherwise directed.

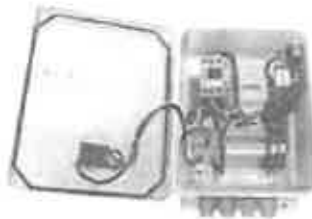
DON'T ever enter your tank. Any work on your tank shall be done by authorized Adenus® personnel. Gases in the tank may be fatal.

Important! Caution!

Only a qualified electrician or authorized installer and/or wastewater operator should work on your control panel. The control panel and all other components of your wastewater system are property of Tennessee Wastewater Systems, Inc. The homeowner shall never service these items under any circumstances. If your system needs attention, please contact the proper personnel.

UNDERSTANDING YOUR CONTROL PANEL

YOUR UTILITY PROVIDER will provide regular monitoring and maintenance. If your system has a control panel, it is a good idea to write the Utility's phone number on the side of the panel for reference.



DO familiarize yourself with the location of the components of your wastewater system and electrical control panel (this applies only to STEP systems).

DO take immediate action to correct the problem by calling your utility service provider immediately in the event of an alarm condition; it resembles the sound of a smoke detector.



DO remember that if there is an audible alarm coming from your panel, it can be silenced by pushing the lighted "Push to Silence" button on the front of your Adenus® control panel. With ordinary use, your tank has a reserve storage capacity of 24-48 hours.

DO leave all circuit breakers on in the control panel when going on vacation. This will allow for the discharging of water whenever necessary.

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. 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 F

Form of Deed

QUITCLAIM DEED

I, [____], Grantor, of [address], County of [____], State of Tennessee, for valuable consideration paid, the receipt of which is acknowledged, do convey, transfer, remise, release, relinquish, and quit claim to [name of grantee], of [address], County of [____], State of Tennessee, Grantee's Successors and assigns forever, all right, title and interest of the Grantor in and to that parcel of land identified situated in [____], County of [____], State of Tennessee, and bounded as follows: [insert legal description].

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

Signed: _____

Print Name: _____

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, _____ Notary Public
with whom I am personally acquainted and who, upon oath, has acknowledged that he/she executed the within
instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of
_____. the within named bargainor, a _____, and is authorized
to execute this instrument on behalf of _____.

WITNESS my hand, at office, this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Exhibit G

Form of Sewer Line Easements

Tennessee Wastewater Systems, Inc.
851 Aviation Parkway
Bryna, 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 non-exclusive 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 perpetual easement ten (10) feet in width (five (5) feet on either side of the wastewater lines) 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:

**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.

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.



Floating Training Center(PTC)

[Active Operators\(Under Construction diverting to Operator Page\)](#) [Active Operator Certifications](#) [Active Backflow Testers](#) [Inactive Backflow Testers](#)

Floating Training Center

Certified Water and Wastewater Operators



Go

Rows: 20

Actions



Row text contains 'jeremy'

1 - 2 of 2

Lastname	Firstname	City	County	State	Zipcode	Email	Phone	Certification Type
Stewart	Jeremy	Sevierville	Sevier	TN	37876	jeremy.stewart@edorus.com	888-804-8388	Biologic/Microbial Systems
Stewart	Jeremy	Sevierville	Sevier	TN	37876	jeremy.stewart@edorus.com	888-804-8388	Grade / Wastewater Collection System Operator

1 - 2 of 2

Search Guidance and Help Link

Floating Training Center Operator Certification Program



If you have any questions or comments, email our staff at Floating.Training@tc.gov or call us at 815-888-8288.



Environment &
Conservation



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

July 7, 2021

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

Subject: **Draft of Modification to State Operating Permit No. SOP-19005**
Tennessee Wastewater Systems, Inc.
Ozburn TF
Nolensville, Williamson County, Tennessee

Dear Mr. Riden:

Enclosed please find a draft copy of the modified State Operating Permit No. SOP-19005 which the Division of Water Resources (the division) proposes to issue. This draft copy is furnished to you solely for your review of its provisions. No wastewater discharges are authorized by this proposed modification. The issuance of an official modified 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 you objections cannot be resolved, you may appeal this permit upon issuance. This appeal should be filed in accordance with Section 69-3-110 of the Tennessee Code Annotated.

If you have questions, please contact the Nashville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Bryan Pope at (931) 722-9592 or by E-mail at Bryan.Pope@tn.gov.

Sincerely,

A handwritten signature in blue ink that reads "Bryan Pope" followed by a stylized "E.C.T.".

Bryan Pope
Env. Consultant, Land-Based Systems

Enclosure

cc: Permit File
Nashville Environmental Field Office
Mr. Jesse Hutcherson, Operator, Tennessee Wastewater Systems, Inc., jesse.hutcherson@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

July 7, 2021

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

**Subject: Draft of State Operating Permit No. SOP-19005
Tennessee Wastewater Systems, Inc.
Ozburn TF
Nolensville, Williamson County, Tennessee**

Dear Mr. Riden:

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 Nashville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Bryan Pope at (931) 722-9592 or by E-mail at Bryan.Pope@tn.gov.

Sincerely,

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

Enclosure

cc: Permit File
Nashville Environmental Field Office
Mr. Jesse Hutcherson, Operator, Tennessee Wastewater Systems, Inc., jesse.hutcherson@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-19005

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.
Ozburn TF
Nolensville, Williamson County, Tennessee**

FOR THE OPERATION OF

recirculating sand filter with UV disinfection and drip dispersal system located at latitude 35.899689 and longitude -86.660166 in Williamson County, Tennessee to serve the Nolensville Catholic Church Campus. The design capacity of the system is .036250 MGD.

This permit is issued as a result of the application filed on June 15, 2021, 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

* 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 system with disposal of treated wastewater through approved 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 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
Nashville Environmental Field Office
711 R.S. Gass Boulevard
Nashville, TN 37216

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.

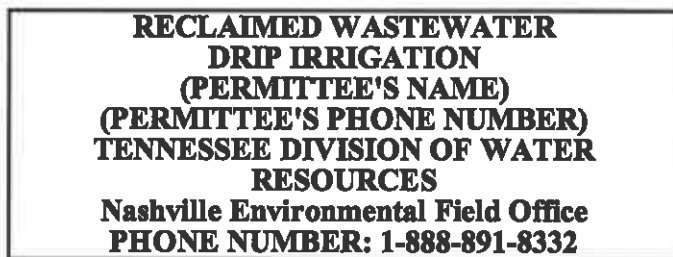
**PART III
OTHER REQUIREMENTS**

A. CERTIFIED OPERATOR

The waste treatment facilities shall be operated under the supervision of a Biological Natural System certified wastewater treatment operator and collection system shall be operated under the supervision of a the grade I certified collection system 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 wastewater dispersal. A perpetual easement (properly recorded) may be accepted in lieu of ownership. Evidence of ownership of the treatment facility land application site(s) and/or a copy of the perpetual easement(s) must be furnished to the division for approval prior to construction of the wastewater collection and dispersal system. Signed agreements stating the intent of the existing landowner to transfer ownership may be provided to support permit issuance. Evidence of such ownership or access rights must be provided to, and approved by, the Commissioner prior to commencement of operation.

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-19005
Nolensville, Williamson County, Tennessee

Permit Writer: Mr. Bryan Pope

FACILITY CONTACT INFORMATION:

Mr. Jeff Riden
Chief Executive Officer
Phone: (615) 220-7171
jeff.riden@adenus.com
7668 Nolensville Road
Smyrna, TN 37167

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

Facility location: Latitude 35.899689 and Longitude -86.660166

Name of the nearest stream: No discharge allowed.

Treatment system: recirculating sand 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 disposal 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.

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 A-B-C

CONFIDENTIAL FILING

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		
141 • Customer AVR	Accounts Re...	141
141 • Customer AVR:141.1 • Sewer Service	Accounts Re...	141.1
141 • Customer AVR:141.1 • Sewer Service:141.12 • East TN	Accounts Re...	141.12
141 • Customer AVR: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 Cabin	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 Norflood	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:380 • Office Furniture & Misc. Equip	Fixed Asset	380
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.
Account Listing
February 8, 2021

2:05 PM
02/08/21

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 · Affac 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-Adenus Group	Other Curren...	242.1
242 · Intercompany Liabilities:242.10 · Intercompany-ALWW	Other Curren...	242.10
242 · Intercompany Liabilities:242.5 · Intercompany-Adenus Operations	Other Curren...	242.5
242 · Intercompany Liabilities:242.6 · Adenus 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) Skld 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...	232.12
232 · Notes Payable:232.13 · Wilson B&T - Bobcat ETN Loan	Long Term L...	232.13
265 · Misc. Operating Reserves	Long Term L...	265
265 · Misc. Operating Reserves:265.1 · Inspection Costs	Long Term L...	265.1
265 · Misc. Operating Reserves:265.2 · Sewer Sys/Comp Repl - Post 2006	Long Term L...	265.2
265 · Misc. Operating Reserves:265.4 · Eudally Reserve	Long Term L...	265.4
215 · Retained Earnings	Equity	215
271 · Cont. in Aid of Construction	Equity	271
271 · Cont. in Aid of Construction:271.1 · CIAC - Williamson County	Equity	271.1
271 · Cont. in Aid of Construction:271.5 · CIAC -ETN Capital	Equity	271.5
272 · Accum. Amort. on CIAC	Equity	272
400 · Operating Revenues	Income	400
400 · Operating Revenues:521 · Flat Rate Revenues	Income	521
400 · Operating Revenues:521 · Flat Rate Revenues:521.1 · Residential-Flat Sewer	Income	521.1
400 · Operating Revenues:521 · Flat Rate Revenues:521.1 · Residential-Flat Sewer:521.1.1 · Resid...	Income	521.1.1
400 · Operating Revenues:521 · Flat Rate Revenues:521.1 · Residential-Flat Sewer:521.1.2 · Resid...	Income	521.1.2
400 · Operating Revenues:521 · Flat Rate Revenues:521.1 · Residential-Flat Sewer:521.1.3 · Resid...	Income	521.1.3
400 · Operating Revenues:521 · Flat Rate Revenues:521.1 · Residential-Flat Sewer:521.1.4 · Resid...	Income	521.1.4
400 · Operating Revenues:521 · Flat Rate Revenues:521.1 · Residential-Flat Sewer:521.1.5 · Resid...	Income	521.1.5
400 · Operating Revenues:521 · Flat Rate Revenues:521.2 · Commercial Sewer	Income	521.2
400 · Operating Revenues:521 · Flat Rate Revenues:521.2 · Commercial Sewer:521.2.1 · Commercial ...	Income	521.2.1
400 · Operating Revenues:521 · Flat Rate Revenues:521.2 · Commercial Sewer:521.2.2 · Commercial ...	Income	521.2.2
400 · Operating Revenues:521 · Flat Rate Revenues:521.2 · Commercial Sewer:521.2.3 · Commercial ...	Income	521.2.3

Tennessee Wastewater Systems, Inc.

Account Listing

February 8, 2021

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 · Biotide	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 · Biotide	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
February 8, 2021

2:05 PM
02/08/21

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 · Derital 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	775.27
401 · Operating Expenses:775 · Miscellaneous Expenses:775.27 · Equipment Maintenance	Expense	775.28
401 · Operating Expenses:775 · Miscellaneous Expenses:775.28 · Equipment Rental	Expense	775.25
401 · Operating Expenses:775 · Miscellaneous Expenses:775.25 · Small Equipment Purchase	Expense	775.1
401 · Operating Expenses:775 · Miscellaneous Expenses:775.1 · Telephone	Expense	775.10
401 · Operating Expenses:775 · Miscellaneous Expenses:775.10 · Office Supplies	Expense	775.11
401 · Operating Expenses:775 · Miscellaneous Expenses:775.11 · Letter of Credit - Fees	Expense	775.111
401 · Operating Expenses:775 · Miscellaneous Expenses:775.11 · Letter of Credit - Fees:775.111 · ...	Expense	775.112
401 · Operating Expenses:775 · Miscellaneous Expenses:775.11 · Letter of Credit - Fees:775.112 · ...	Expense	775.113
401 · Operating Expenses:775 · Miscellaneous Expenses:775.11 · Letter of Credit - Fees:775.113 · ...	Expense	775.12
401 · Operating Expenses:775 · Miscellaneous Expenses:775.12 · Depreciation Expense	Expense	775.13
401 · Operating Expenses:775 · Miscellaneous Expenses:775.13 · Easement Fees	Expense	775.2
401 · Operating Expenses:775 · Miscellaneous Expenses:775.2 · Postage	Expense	775.20
401 · Operating Expenses:775 · Miscellaneous Expenses:775.20 · Software Licenses	Expense	775.23
401 · Operating Expenses:775 · Miscellaneous Expenses:775.23 · Maintenance Agreements	Expense	775.3
401 · Operating Expenses:775 · Miscellaneous Expenses:775.3 · Licenses & Permits	Expense	775.4
401 · Operating Expenses:775 · Miscellaneous Expenses:775.4 · Membership Dues	Expense	775.5
401 · Operating Expenses:775 · Miscellaneous Expenses:775.5 · Deed Registration	Expense	775.6
401 · Operating Expenses:775 · Miscellaneous Expenses:775.6 · Franchise Fees	Expense	775.7
401 · Operating Expenses:775 · Miscellaneous Expenses:775.7 · Public Notice Costs	Expense	775.8
401 · Operating Expenses:775 · Miscellaneous Expenses:775.8 · Interest on Customer Deposits	Expense	775.9
401 · Operating Expenses:775 · Miscellaneous Expenses:775.9 · Billing Costs	Expense	408
408 · Taxes Other than Income	Expense	408.1
408 · Taxes Other than Income:408.1 · Property Taxes	Expense	408.3
408 · Taxes Other than Income:408.3 · Franchise & Excise	Expense	408.4
408 · Taxes Other than Income:408.4 · Labor & Workforce Dev.	Expense	408.5
408 · Taxes Other than Income:408.5 · Personal Privilege Tax	Expense	408.6
408 · Taxes Other than Income:408.6 · Public Utility	Expense	408.7
408 · Taxes Other than Income:408.7 · Tax Penalties	Expense	408.12
408 · Taxes Other than Income:408.12 · Payroll Taxes	Expense	409
409 · Income Tax	Expense	426
426 · Misc. Nonutility Expenses	Expense	426.8
426 · Misc. Nonutility Expenses:426.8 · Penalties/Fines	Expense	

Tennessee Wastewater Systems, Inc.

Account Listing

February 8, 2021

Account	Type	Accnt. #
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
66900 · Reconciliation Discrepancies	Expense	66900
421.6 · Misc. Income	Other Income	421.6
90100 · Purchase Orders	Non-Posting	90100
90200 · Sales Orders	Non-Posting	90200

EXHIBIT 26

CONFIDENTIAL FILING

Tennessee Wastewater Systems, Inc.

TPUC No. 2
 Section 5
 First Revised 1

WASTEWATER UTILITY SERVICE

SECTION 5— COMMERCIAL SEWER SERVICE TERRITORIES

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>
Milcrofton	Williamson	97-01393
Townsend Town Square	Blount	99-00659
Coopertown	Robertson	00-01128
Topside Business Park	Blount	01-00220
East Stewart	Stewart	01-00229
Rice Property (Blue Water Bay)	DeKalb	01-00425
Highway 31 Project (Herndon's BP)	Robertson	01-00446
Lyles Texaco	Hickman	01-00756
Stewart County West	Stewart	02-00477
Sevier County	Sevier	03-00045
Black Bear	Sevier	03-00192
Tim's Ford Area	Franklin	03-00286
Cedar Hill Baptist Church	Robertson	03-00287
Sunnybrook	Robertson	03-00307
King Branch Road	Sevier	03-00386
Weigel's Convenience Store	Roane	03-00519
Paris Landing Area	Henry	03-00544
Black Bear Ridge Expansion	Sevier	03-00329
Legacy Laurel Branch	Sevier	03-00329

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WASTEWATER UTILITY SERVICE

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>
Legacy Preserve	Sevier	03-00329
Legacy Mountain	Sevier	03-00329
Starr Crest II Phase 4	Sevier	03-00329
Timber Tops Rental Center	Sevier	03-00329
Trailhead	Sevier	03-00329
Turner's Landing	Hamblen	04-00053
Spring Creek Ranch	Shelby	04-00123
Marion Womack Property (Creekview Estates)	Sumner	04-00170
Arbor Crest Subdivision	Davidson	04-00171
Merril Taylor Subdivision	Blount	04-00274
Huffines Development	Robertson	04-00393
Williamson County West	Williamson	04-00394
Wyndsong Subdivision	Blount	04-00395
Trillium Cove Condominiums	Blount	05-00030
Tennessee State Bank-Wears Valley Branch	Sevier	05-00042
Marvin Keys RV Park	Cocke	05-00071
Brownlee Commercial Building	Blount	05-00078
Grainger's Landing Condominiums	Grainger	05-00117
German Creek Marina and Resort	Grainger	05-00138

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WASTEWATER UTILITY SERVICE

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>
Fentress Service Area	Fentress	05-00162
Emerald Pointe	Cocke	05-00200
Elk Springs Resort	Sevier	05-00211
Cedar Hill Area	Robertson	05-00212
Cross Plains	Robertson	05-00293
Keene's Island	Jefferson	06-00021
Sugarloaf Ridge	Sevier	06-00022
Griffitts Mill	Blount	06-00076
Summit View	Sevier	06-00078
Settlers Ridge	Sevier	06-00081
Happy Creek	Sevier	06-00104
Providence Hills	Sevier	06-00198
Sharondel Estates	Blount	06-00204
Piney Bay	Rhea	06-00275
Mountain Folks Community	Sevier	06-00276
Blue Sky Bay	Rhea	07-00024
Shady Cove	Jefferson	07-00055
Estates at Norton Creek	Sevier	07-00087
Ussery #1	Sevier	06-00259

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WASTEWATER UTILITY SERVICE

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket #</u>
Hidden Springs	Sevier	06-00259
Eagle Crest	Sevier	06-00259
Starr Crest II	Sevier	06-00259
The Highlands	Sevier	06-00259
Falling Waters	Sevier	06-00259
Black Bear Ridge Resort	Sevier	06-00259
Smoky Cove	Sevier	06-00259
Brigadoon Resort	Roane	05-00241
Lowe's Ferry Landing	Blount	05-00339
Reserve on the Tennessee River	Blount	07-00195
Smokey Mountain Reflections RV Park	Sevier	07-00235
Milky Way Farms	Giles	08-00029
Preserve Condominiums	DeKalb	08-00113
Tarpley Shop Utility District	Giles	08-00161
Lakeside Meadows	Monroe	08-00162
Fairway Vistas	Blount	08-00163
Saddle Ridge	Monroe	08-00209
Scenic River	Monroe	09-00006
Preserve at Eagle Rock	Hamblen	09-00007

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WASTEWATER UTILITY SERVICE

Service Territory

	<u>County</u>	<u>TPUC Docket #</u>
Scales Project	Williamson	14-00006
Clovercroft Acres	Williamson	14-00062
Nolensville Catholic Church	Williamson	XX-XXXXXX (T)

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WASTEWATER UTILITY SERVICE

SECTION 6 – COMMERCIAL RATE SHEETS

COMMERCIAL RATES SHEET
without FOOD SERVICE

The monthly sewer charge per customer is based on the daily design flow expected from the type of establishment being served. The utility will periodically check actual flow to determine whether billing adjustments will need to be made. (T)(N)

	Base	Escrow	Bonding	Environmental Rider	Legal Rider	Total
Tier 1 (0 - 300 GPD)	\$95.93(I)	\$14.87	\$0.11	\$3.76	\$0.45	\$115.12(I)
Tier 2.1 (301 - 400 GPD)	\$115.07(I)	\$17.98	\$0.11	\$3.76	\$0.45	\$137.37(I)
Tier 2.2 (401 - 500 GPD)	\$134.21(I)	\$21.09	\$0.11	\$3.76	\$0.45	\$159.62(I)
Tier 2.3 (501 - 600 GPD)	\$153.34(I)	\$24.21	\$0.11	\$3.76	\$0.45	\$181.87(I)
Tier 2.4 (601 - 700 GPD)	\$172.48(I)	\$27.32	\$0.11	\$3.76	\$0.45	\$204.12(I)
Tier 2.5 (701 - 800 GPD)	\$191.62(I)	\$30.43	\$0.11	\$3.76	\$0.45	\$385.99(I)
Tier 2.6 (801 - 900 GPD)	\$210.76(I)	\$33.54	\$0.11	\$3.76	\$0.45	\$248.62 (I)
Tier 2.7 (901 - 1,000 GPD)	\$229.89(I)	\$36.66	\$0.11	\$3.76	\$0.45	\$270.87(I)
Tier 3.1 (1,001 - 2,000 GPD)	\$381.18(I)	\$56.37	\$0.11	\$3.76	\$0.45	\$519.49 (I)
Tier 3.2 (2,001 - 3,000 GPD)	\$533.29(I)	\$76.11	\$0.11	\$3.76	\$0.45	\$613.72(I)
Tier 3.3 (3,001 - 4,000 GPD)	\$685.41(I)	\$95.84	\$0.11	\$3.76	\$0.45	\$785.57 (I)
Tier 3.4 (4,001 - 5,000 GPD)	\$837.53(I)	\$115.57	\$0.11	\$3.76	\$0.45	\$956.89(I)
Tier 3.5 (5,001 - 6,000 GPD)	\$989.64(I)	\$135.31	\$0.11	\$3.76	\$0.45	\$1,129.27 (I)
Tier 3.6 (6,001 - 7,000 GPD)	\$1,141.76(I)	\$155.04	\$0.11	\$3.76	\$0.45	\$1,301.12(I)
Tier 3.7 (7,001 - 8,000 GPD)	\$1,293.88(I)	\$174.77	\$0.11	\$3.76	\$0.45	\$1,472.97 (I)
Tier 3.8 (8,001 - 9,000 GPD)	\$1,446.00(I)	\$194.50	\$0.11	\$3.76	\$0.45	\$1,644.82(I)
Tier 3.9 (9,001 - 10,000 GPD)	\$1,598.11(I)	\$214.24	\$0.11	\$3.76	\$0.45	\$1,816.67 (I)
Unknown 25,000 GPD	\$ 3,879.87 (I)	510.23	\$0.11	\$3.76	\$0.45	\$ 4,394.42(I)

Excess water usage

Additional surcharges will apply when customers exceed their expected design flows. For any month that a customer's water meter reading exceeds the expected design flow, the following surcharges will apply:

If usage exceeds 10,000 gallons per day, the charge will be \$1628.40 plus applicable escrow, bonding, and rate rider amount plus \$171.85 per 1000 gallons. (N)

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WASTEWATER UTILITY SERVICE

If the water meter readings exceed the design flow for any three consecutive months, the monthly charge will be revised to reflect the increased usage and any capital costs associated with increasing the capacity of the system will be paid by the customer. (M)*

Fees: (M)*

Nonpayment – 5%

Disconnection - \$40

Reconnection - \$50

Returned Check - \$25

Returned ACH - \$25 (N)

City of Coopertown Franchise Fees: 3%

Credit Card Convenience Fee: 3%

* Moved from Section 6, Thirteenth Revised Page 1

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WASTEWATER UTILITY SERVICE**COMMERCIAL RATES SHEET
with FOOD SERVICE**

The monthly sewer charge per customer is based on the design daily flow expected from the type of establishment being served. The utility will periodically check actual flow to determine whether billing adjustments will need to be made.

	Base	Escrow	Bonding	Environmental Rider	Legal Rider	Total
Tier 1 (0 - 300 GPD)	\$127.88(I)	\$19.82	\$0.11	\$3.76	\$0.45	\$152.02(I)
Tier 2.1 (301 - 400 GPD)	\$151.18(I)	\$23.17	\$0.11	\$3.76	\$0.45	\$178.67(I)
Tier 2.2 (401 - 500 GPD)	\$174.49(I)	\$26.51	\$0.11	\$3.76	\$0.45	\$330.69(I)
Tier 2.3 (501 - 600 GPD)	\$197.80(I)	\$29.85	\$0.11	\$3.76	\$0.45	\$231.97(I)
Tier 2.4 (601 - 700 GPD)	\$221.11(I)	\$33.19	\$0.11	\$3.76	\$0.45	\$258.62(I)
Tier 2.5 (701 - 800 GPD)	\$244.42(I)	\$36.53	\$0.11	\$3.76	\$0.45	\$490.59(I)
Tier 2.6 (801 - 900 GPD)	\$267.73(I)	\$39.87	\$0.11	\$3.76	\$0.45	\$311.92(I)
Tier 2.7 (901 - 1,000 GPD)	\$291.03(I)	\$43.22	\$0.11	\$3.76	\$0.45	\$338.57(I)
Tier 3.1 (1,001 - 2,000 GPD)	\$475.73(I)	\$67.97	\$0.11	\$3.76	\$0.45	\$650.49(I)
Tier 3.2 (2,001 - 3,000 GPD)	\$661.37(I)	\$92.73	\$0.11	\$3.76	\$0.45	\$758.42(I)
Tier 3.3 (3,001 - 4,000 GPD)	\$847.00(I)	\$117.50	\$0.11	\$3.76	\$0.45	\$968.82(I)
Tier 3.4 (4,001 - 5,000 GPD)	\$1,032.63(I)	\$142.27	\$0.11	\$3.76	\$0.45	\$1,179.22(I)
Tier 3.5 (5,001 - 6,000 GPD)	\$1,218.26(I)	\$167.04	\$0.11	\$3.76	\$0.45	\$1,389.62(I)
Tier 3.6 (6,001 - 7,000 GPD)	\$1,403.89(I)	\$191.81	\$0.11	\$3.76	\$0.45	\$1,600.02(I)
Tier 3.7 (7,001 - 8,000 GPD)	\$1,589.53(I)	\$216.57	\$0.11	\$3.76	\$0.45	\$1,810.42(I)
Tier 3.8 (8,001 - 9,000 GPD)	\$1,775.16(I)	\$241.34	\$0.11	\$3.76	\$0.45	\$2,020.82(I)
Tier 3.9 (9,001 - 10,000 GPD)	\$1,960.79(I)	\$266.11	\$0.11	\$3.76	\$0.45	\$2,231.22(I)
Unknown 25,000 GPD	\$4,745.27(I)	\$637.63	\$0.11	\$3.76	\$0.45	\$5,387.22(I)

Excess water usage

Additional surcharges will apply when customers exceed their expected design flows. For any month that a customer's water meter reading exceeds the expected design flow, the following surcharges will apply:

If usage exceeds 10,000 gallons per day, the charge will be \$1997.95 plus applicable escrow, bonding, and rate rider amount plus \$210.40 per 1000 gallons. (N)

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WASTEWATER UTILITY SERVICE

If the water meter readings exceed the design flow for any three consecutive months, the monthly charge will be revised to reflect the increased usage and any capital costs associated with increasing the capacity of the system will be paid by the customer. (M)*

Fees: (M)*

Nonpayment – 5%

Disconnection - \$40

Reconnection - \$50

Returned Check - \$25

Returned ACH - \$25(N)

City of Coopertown Franchise Fees: 3%

Credit Card Convenience Fee: 3%

* Moved from Section 6, Thirteenth Revised Page 2

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WASTEWATER UTILITY SERVICE**COMMERCIAL RATES SHEET
CABINS**

The monthly sewer charge per customer is based on the square footage of the cabin as recorded with the Register of Deeds office. (N)

		Base	Escrow	Bonding	Environmental Rider	Legal Rider	Total
Small 0-2000	(N)	\$60.85(N)	\$13.15(I)	\$0.11	\$3.76	\$0.45	\$78.32(N)
Medium 2001-4000	(N)	\$69.68(N)	\$16.32(I)	\$0.11	\$3.76	\$0.45	\$90.32(N)
Large 4001-6000	(N)	\$82.44(N)	\$19.56(I)	\$0.11	\$3.76	\$0.45	\$106.32(N)
Extra Large 6001+	(N)	\$102.07(N)	\$22.93(I)	\$0.11	\$3.76	\$0.45	\$129.32(N)

(D)

Fees: (M)*

Nonpayment – 5%

Reconnection - \$50

Disconnection - \$40

Returned Check - \$25

Returned ACH - \$25 (N)

Credit Card Convenience Fee: 3%

* Moved from Section 6, Eleventh Revised Page 3

Issued: May 14, 2020**Effective: July 1, 2020****Issued by: Matthew Nicks, President**

EXHIBIT 31

CONFIDENTIAL FILING