

September 1, 2021

Electronically Filed in TPUC Docket
Room on September 2, 2021 at 3:32 p.m.

Rachel Bowen
Assistant Attorney General
Economic and Regulatory Section
Financial Division, Consumer Advocate Unit
Office of the Tennessee Attorney General
John Sevier Building, 4th Floor
500 Dr. Martin L. King Jr. Blvd.
Nashville, TN 37243

RE: Tennessee Public Utility Commission, Docket No. 21-00096, *Petition of Tennessee Wastewater Systems, Inc. to Amend its Certificate of Convenience and Necessity to Include Nolensville Catholic Church*

Dear Ms. Bowen:

Tennessee Wastewater Systems, Inc. (TWSI) provides the following responses to your letter dated September 1, 2021, regarding the Consumer Advocate's review of the above referenced Petition.

Rule 1220-04-13-.17(2)(a) General Information

- *Rule 1220-04-13-.17(2)(a)5.* TWSI provided a copy of its Articles of Incorporation; however, this document is not sufficiently legible for review. Please resubmit a clearer version of the Articles of Incorporation.

RESPONSE: See attached Exhibit 5

- *Rule 1220-04-13-.17(2)(a)7 (i)-(v).* TWSI provided a map in Exhibit 7 to the Petition. The map provided is not, however, legible for review. Please resubmit a clearer version of this map. Please ensure that the resubmitted map complies with the provisions of the rules.

RESPONSE: See attached Exhibit 7

Rule 1220-04-13-.17(2)(b) Property Rights and Public Need

- *Rule 1220-04-13-.17(2)(b)*. TWSI provided a Sanitary Sewer Service Agreement in Exhibit No. 14 to the Petition. This document is blurry and difficult to read. Please resubmit a clearer version of the Agreement.

RESPONSE: See attached Exhibit 14.

Rule 1220-04-13-.17(2)(d) Sufficient Technical Ability

- *Rule 1220-04-13-.17(2)(d)4*. The rule requires that any complaint(s), notices of violation or administrative action filed with or issued by a regulatory agency be listed. Please indicate whether this provision is applicable or not.

RESPONSE: TWSI reports any notices of violation or other administrative action in Docket 15-00025 each month. There have not been any new notices or actions since the last monthly report.

Rule 1220-04-13-.17(2)(e) Sufficient Financial Ability

- *Rule 1220-04-13-.17(2)(e)9*. In accordance with the rule, please provide estimates of costs and customers added by month for the first five (5) years based upon the construction build-out schedule for developers in the service area of the proposed wastewater system. For each year, by month, provide an estimated number of customers by customer class anticipated to be served by the wastewater system. Include the utility's basis and assumptions used for this projection. Provide this information in a spreadsheet in Microsoft Excel format with all assumptions clearly documented.

RESPONSE: This project will have only one customer, the church. The estimate is based on the church's projection as to when specific parts of the project will come online and connect to the system. As a commercial customer and per TWSI's commercial tariff, the rate is based on the amount of flow the property will utilize.

Please feel free to contact me if you have any further questions or concerns.

Kind regards,



Jeff Risdien
General Counsel

State of Tennessee



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

4848 1792

ARTICLES OF AMENDMENT
TO THE CHARTER
(For-Profit)

For Office Use Only

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

CORPORATE CONTROL NUMBER (IF KNOWN) 0263854

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

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

ON-SITE SYSTEMS, INC.

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

Tennessee Wastewater Systems, Inc.

2. PLEASE MARK THE BLOCK THAT APPLIES:

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

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

3. PLEASE INSERT ANY CHANGES THAT APPLY:

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

4. THE CORPORATION IS FOR PROFIT.

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

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

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

PRESIDENT

SIGNER'S CAPACITY

SIGNATURE

Charles L. Pickney, Jr.

DATE

NAME OF SIGNER (TYPED OR PRINTED)

Charles L. Pickney, Jr.

NOTES:

- This property has been reviewed for the existence of intermittent and perennial streams. Streams that would require Waterway Natural Areas as described in Section 4 of the Williamson County Storm Water Management Regulations have been located as shown.
- Within the Waterway Natural Area, there shall be no clearing, grading, construction or disturbance of vegetation except as permitted by the Williamson County Engineering Department.
- This property has been evaluated in relation to Article 13 of the Williamson County Zoning Ordinance for Resource Protection. The resources include, but are not limited to, Woodland and Tree Protection, Special Flood Hazard Area Protection, Karst Topographic Protection, and Waterway Protection. The resources not found on the property are Wetland Protection, and Historic and Cultural Resources Protection.
- There are no drinking wells within 300 feet of all components related to the Wastewater Treatment System.
- All components of the Wastewater Treatment System are on slopes less than 15%.

Use Type:

Wastewater Treatment Area: 13.24± Acres

Address:

7668 Nolensville Road.
Williamson County, TN 37014

Land Data:

Zoned: RD-1 - Rural Development District 1
Nolensville Catholic Campus

Proposed Use:

Wastewater System

Deed Reference:

The property shown hereon is Tax Map 86,
Parcels 12, in Williamson County, as recorded
in D.B. 7874, Pg. 384



200' 0 200' 400'
SCALE: 1"=200'

Legend:

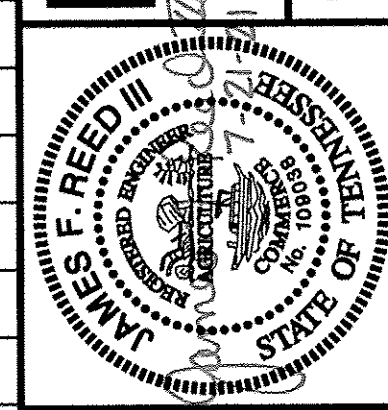
	EXIST. CONCRETE MONUMENT		BENCHMARK
	IRON PIN SET (I.P.S.)		HANDICAP SYMBOL
	IRON PIN FOUND (I.P.F.)		VAN ACCESSIBLE HANDICAP DESIGNATION
	EXIST. SIGN POST		HC SIGN
	EXIST. SEWER CLEANOUT		PROPOSED SIGN POST
	EXIST. MANHOLE (SEWER & PHONE)		CONCRETE BOLLARD
	EXIST. CATCH BASIN (STORM SEWER)		WHEEL STOP
	EXIST. WATER/GAS VALVE		CONCRETE SIDEWALK
	EXIST. TELEPHONE RISER		EXTRUDED CURB
	EXIST. GAS RISER		CURB & GUTTER
	ELECTRICAL ENCLOSURE		TRAFFIC ARROW
	EXIST. WATER METER		TURN LANE ARROWS
	EXIST. UTILITY POLE		REVISION NUMBER
	EXIST. FIRE HYDRANT		DRAINAGE STRUCTURE DESIGNATION
	POST INDICATOR VALVE		DRAINAGE PIPE DESIGNATION
	BLOW OFF VALVE		RIP RAP
	REDUCER		RUNOFF FLOW ARROW
	REMOTE FIRE DEPT. CONNECTION		INLET FILTER PROTECTION
	CONCRETE THRUST BLOCK		PROPOSED SPOT ELEVATION
	DOUBLE DETECTOR CHECK VALVE		EXIST. SPOT ELEVATION
	FIRE DEPT. CONNECTION		SEWER/STORM FLOW DIRECTION
	FIRE HYDRANT		CATCH BASIN
	GATE VALVE & BOX		CURB INLET
	WATER METER		AREA DRAIN
	GAS METER		HEADWALL
	GREASE TRAP		WINGED HEADWALL
	EXTERIOR CLEANOUT ECO		CONCRETE SWALE
	MANHOLE		TYPE X-HEADWALL
	LIGHT POLE		CANOPY LIGHT

EXISTING PHONE	PH
EXISTING ELECTRIC	OH
PROPERTY LINE	
EASEMENTS	
RIGHT OF WAY	ROW
EROSION CONTROL SILT FENCE	SF SF
EROSION EEL	E E E
EXISTING TREELINE	
EXISTING FENCELINE	X X
MINIMUM BUILDING SETBACK LINE	MBSL
PHASE BOUNDARY	
EXISTING GAS LINE	GAS
PROPOSED GAS LINE	GAS
EXISTING STORM	STM
PROPOSED STORM	STM
EXISTING CONTOUR LINES	601
PROPOSED CONTOUR LINES	601
EXISTING SANITARY SEWER	SS SS
PROPOSED SANITARY SEWER	SS SS
EXISTING WATER	W W
PROPOSED WATER	W W
FORCEMAIN	FM FM
FORCEMAIN RETURN	FMR FMR
FLOODWAY	FW

SEC, Inc.
SITE ENGINEERING CONSULTANTS
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE

830 MIDDLE TENNESSEE BOULEVARD
MURFREESBORO, TENNESSEE 37129
PHONE: (615) 890-7901 E-MAIL: JARED@SEC-CIVIL.COM FAX: (615) 895-2567
NO PORTION OF THIS DRAWING MAY BE REPRODUCED WITHOUT WRITTEN CONSENT OF SEC, INC.

The site as shown on these construction drawings is intended to achieve specific engineering design criteria and objectives. It is the sole responsibility of the owner/developer to ensure that the construction of the site shown on these construction drawings is in total accordance with the design as noted, described, and indicated on these drawings. SEC, Inc. shall not be responsible for or responsible in the assurance that the site is constructed in accordance with the construction plans.



Nolensville Catholic Campus
7668 Nolensville Road

STEP System Design & Wastewater Site Plan

Williamson County, Tennessee

REVISED: 03-23-2021 Update Forcemain
7-13-2021 Update WWA Buffer

DRAWN: MLG

DATE: 4-30-2021

CHECKED:

JFR

FILE NAME:

1624NCC.dwg

SCALE:

1"=200'

JOB NO.

16246

SHEET:

C0.1

Master Site Plan

SANITARY SEWER SERVICE AGREEMENT

This Sanitary Sewer Service Agreement (the "Agreement") is made and entered as of this 23 day of August, 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.

3. **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 F, 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

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

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

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

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

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

(viii) 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;

- iii) 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. Christman
Notary Public
My Commission Expires: Oct. 21, 2024

STATE OF TENNESSEE

COUNTY OF Williamson

Personally appeared before me, Maureen Oden, 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 Chancellor 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.



Maureen Oden
Notary Public
My Commission Expires: July 20, 2024

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 scraps down your kitchen sinks 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**
- **Rags, 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 riser 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.

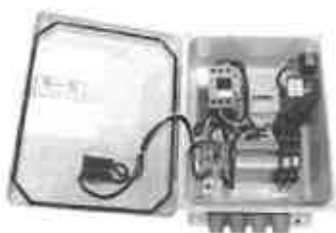
DON'T ever enter your tank. Any work on your tank shall be done by authorized Adenus® personnel. Gasses in the tank may be fatal.

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
Smyrna, TN 37167

Subdivision _____
Book _____
Page _____

DEED FOR EASEMENT FOR WASTEWATER SYSTEM LINES & EQUIPMENT

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

WITNESSETH:

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

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

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

NOW, THEREFORE, Grantor, for and inconsideration 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:
