

July 24, 2025

Electronically Filed in TPUC Docket  
Room on July 25, 2025 at 9:55 a.m.

Mr. David Jones, Chairman  
c/o Ectory Lawless  
Tennessee Public Utilities  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, TN 37243

RE: Status Update - Tennessee Public Utility Commission, Docket No. 24-00050, *Petition of Tennessee Wastewater Systems, Inc. to Amend its Certificate of Convenience and Necessity to Include Star Creek and Hyde Park Subdivisions in Williamson County, Tennessee*

Dear Chairman Hilliard,

This project is moving forward however construction has not begun. Attached to this filing is the executed construction contract. The remaining requested documentation will be provided as it is received.

If I can be of further assistance, please contact me at 615-220-7171.

Kind regards,



Jeff Riden  
General Counsel

## CONSTRUCTION AGREEMENT

**THIS CONSTRUCTION AGREEMENT** (this "Agreement") is made and entered into as of this 18<sup>th</sup> day of March 2025 (the "Effective Date"), by and between James Kessinger representing 250 Moran Farms, LLC a Texas Limited Liability Company and Parks Development LLC, a Tennessee limited liability company ("Developer"), and Adenus Solutions Group, LLC, a Tennessee Limited Liability Company ("Contractor").

### **RECITALS:**

**WHEREAS**, Developer is the owner of a certain tract of real property (the "Property") consisting of unimproved land, located at 6644 New Town Road and 6620 Hyde Road in Williamson County, Tennessee, which Property is more particularly identified as Parcel Numbers 70.4 and 49.00 on Tax Map 158 recorded in the Williamson County Register of Deeds Office and as identified on the Legal Description attached to this Agreement as Exhibit A, and depicted on the Site Map attached to this Agreement as Exhibit B;

**WHEREAS**, Developer desires and intends: (i) to construct and install the wastewater treatment and disposal system (the "System") on the Property (the development of the System, hereinafter, the "Project"), the location, configuration, scope, size and description of the System and Project are more particularly detailed and set forth on the Plans and Specifications dated August 14, 2024 as prepared by Site Engineering Consultants, Inc. (the "Plans") attached to this Agreement as Exhibit C; and (ii) to engage Contractor to provide to Developer construction services (as more particularly described and identified in Section 1 below, the "Services") with respect to the Project; and

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

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

### **AGREEMENT:**

**NOW, THEREFORE**, for and in consideration of the sum of Seven Hundred and Fifty Two Thousand Dollars (\$ 752,000.00), the foregoing, the terms, provisions, and conditions set forth below, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Contractor agree as follows:

- 1) **SERVICES.** Contractor agrees to perform, provide, or cause to be performed or provided the construction, and coordination of the Project as follows:
  - a) **Construction Services:** Construct the System per the Plans as approved by the State of Tennessee and Tennessee Wastewater Systems, Inc. ("TWS")
  - (b) **Work:** Contractor shall furnish all labor, supervision, materials, equipment, tools, scaffolding, machinery, transportation, and supplies necessary to complete the installations and improvements (all of the foregoing, the "Work") shown and/or described in:

- (i) the Plans; and
- (ii) Adenus Utilities Group, LLC. Specifications, Version 1.9, (the Specifications”) and attached hereto as Exhibit D.

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

**(c) Acceptance:** Guarantee acceptance of the system by TWS and passing of the final inspection by the State, and any other applicable agencies.

**(d) General Coordination:** As required and mutually agreed.

**(e) No Liens** Contractor shall complete the Work in accordance with the Plans and Specifications and the Work shall be free of any laborers', materialmens', mechanics', or any other liens on any part of the Work and Contractor shall not permit any such lien to be filed or otherwise imposed on any part of the Work. In the event any such lien is filed against the Work, 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 Developer.

## 2) COMPENSATION.

**Payment for Services.** Developer and Contractor agree that Contractor will be paid for providing the Services in phases according to the following schedule:

- a) **Schedule of Payment.** Developer will pay Contractor according to the following schedule:
  - 15% Within 10 days of executing this Agreement (\$ 112,800.00)
  - Monthly draws based upon percentage of completion.
  - Final payment due upon acceptance of the system from Tennessee Wastewater

**Rock Clause:** If material is so large, heavy, or cumbersome, as determined in the sole discretion of the Contractor, that it cannot be removed with the Contractor's standard methods and equipment, then that part of the excavation that requires other methods of removal such as, but not limited to, pneumatic jack hammer, hydraulic hammer, or dynamite, will be billed on a time and material basis less the cost of removal by standard means.

- 3) **DEVELOPER RESPONSIBILITY.** Developer agrees that the following are the responsibilities and obligations of the Developer and agrees to perform the following as specified by Contractor:
- a) **Site Assessment.** Developer will provide Contractor with a 2' Interval Topographic Survey prepared by Registered Surveyor in the State of Tennessee, Extra High Intensity Soils Map prepared by a Certified Soil Scientist in the State of Tennessee, Boundary Survey and Preliminary Plat of the above-mentioned project, and any other relative site assessment information as required.
  - b) **Site Condition.** Developer is responsible to stake the boundaries of "construction activity", the footprint of the treatment facility, the cut/fill areas of the pond, the fence outline, the drip supply solenoid for each zone, and air release valve locations, and areas that are soil mapped for the System and maintain the grid staking references until construction activity of the wastewater facility has begun. It is the responsibility of the Developer to ensure the proper staking is completed prior to Contractor beginning construction to ensure facilities are located properly. Developer must provide a clean (mowed, cleared, etc.) area for construction activity, as determined by Contractor. Contractor will clear wooded drip areas.
  - c) **Access Road.** Developer is responsible for properly constructing and maintaining an access road to the facility control building, to include any permanent or temporary bridges or creek crossings, for construction activities on the Property and with respect to the Project that is capable of accommodating 80+ triple axle dump trucks. This access road must be constructed and passable for the intended purpose prior to the Contractor starting the Work. This access road is to be maintained by Developer until such time that Tennessee Wastewater Systems, Inc. accepts the system.
  - d) **Electrical Service.** Developer is responsible for providing Three Phase service (200-amp service) to the control building, as designated on the Site Map and/or on the Plans, which electrical service shall be underground. Contractor shall not be held liable for delays due to Developer failing to provide service in a timely manner.
  - e) **Amenities.** Developer is financially responsible for any upgrades/amenities that are not specified as general construction activity according to the treatment site plan to be prepared by Contractor (e.g., landscaping, custom brick/block work, etc.). Developer will install four (4) foot high 4-board wood fence around primary drip field disposal areas as shown on the plans provided with one access gate at the access road to allow maintenance vehicles onto the facility property.

- f) **Collection System.** Developer is responsible for the installation of any and all aspects of the sewer collection system, to include the installation of any required Pump Stations, including excavation, plumbing, electrical service, setting any required meters and control panels, and finished grading. Developer agrees to install the forcemain from the outlet of any Pump Station(s) installed by the Developer, to within 10 foot of the inlet of the Treatment Facility.

4) **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER.**

Developer represents, warrants, and covenants to, for and with Contractor as follows:

- a) Developer is a corporation duly organized and validly existing under the laws of the State of Tennessee and is authorized to do business in the State of Tennessee and is legally entitled to own and lease its properties and to carry on its business as and in the places where such properties (including the Property) are now owned or operated;
  - b) Developer is the equitable owner of the Property, which has not been conveyed, either a fee simple interest or leasehold interest, in whole or in part, to any other party, all contingent upon closing of the Property by the Developer;
  - c) Developer has the authority to execute this Agreement and perform its obligations hereunder, and the execution of this Agreement and performance of any duties hereunder will not conflict with, result in a breach by, constitute a default under or accelerate the performance provided by the terms of any law, or any rule or regulation of any governmental agency or authority or in any judgment, order, or decree of any court or other governmental agency to which Developer may be subject, any contract, agreement or instrument to which Developer is a party or by which Developer is bound or committed or constitute an event, which, with a lapse of time, action by a third-party and/or giving of notice, could result in the default under any of the foregoing or result in the creation of any lien, charge, or encumbrance upon any of the assets or properties of Developer;
  - d) Developer shall cooperate with Contractor in Contractor's performance of its obligations under this Agreement;
  - e) Developer shall deliver to Contractor copies of all notices and other material information relating to the Project or any portion thereof promptly after the receipt thereof by Developer;
  - f) Developer shall pay compensation to Contractor at the times and in the manner set forth above; and
  - g) Developer shall duly comply with and perform in all material respects the terms and provisions on its part to be complied with or to be performed under this Agreement.
- 5) **DEFAULT OF DEVELOPER or CONTRACTOR.** Any one or more of the following events shall constitute an "Event of Default" by Developer or Contractor:

- a) If Developer or Contractor fails to comply with or perform in any material respect any of the terms and provisions on its part to be complied with or to be performed under this Agreement;
  - b) If any one or more of the representations, warranties and/or covenants set forth above shall become untrue or be breached; and/or
  - c) If Developer or Contractor commits a fraud, makes a material misrepresentation, or commits an action involving gross negligence or willful misconduct in connection with its duties or obligations under this Agreement.
- 6) **REMEDIES IN EVENT OF DEFAULT.** Upon the occurrence of an Event of Default which remains uncured by Developer for a period of more than five (5) days, Contractor shall have the following rights:
- a) To terminate this Agreement immediately upon written notice to Developer and to receive immediate payment for all Services performed as of such date (including all reimbursables and incurred expenses [including with respect to ordered materials]);
  - b) To sue for monetary damages and/or injunctive relief; and/or
  - c) To pursue any other remedy available at law or in equity.
- 7) **REUSE OF DOCUMENTS.** All documents including any drawings and/or specifications prepared by Contractor relative to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Developer or others on extensions of the Project or on any other project, and there shall be no reuse of any kind whatsoever without the prior written consent of Contractor (which consent may be withheld by Contractor in its sole and absolute discretion). Any reuse without written consent by Contractor is prohibited and will be at Developer's sole risk and without liability or legal exposure to Contractor; and Developer shall indemnify and hold harmless Contractor from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any verification or adaptation will entitle Contractor to further compensation at rates to be agreed upon by Contractor, and any breach of this section by Developer will entitle Contractor to pursue its legal and equitable remedies against Developer for such breach. The provisions of this section shall survive completion of the Project and/or expiration or termination of this Agreement.
- 8) **ACCESS TO THE SITE/JOB SITE SAFETY.** Unless otherwise stated, Contractor will have access to the Property for activities necessary for the performance of the Services. Developer understands and agrees that Contractor is not responsible, in any way, for the means, methods, sequence, procedures, techniques, or jobsite safety of any activity (construction or otherwise) other than the Services.
- 9) **INDEMNIFICATION.**
- a) Developer shall indemnify, defend, and hold Contractor, its employees, officers, directors, and affiliates harmless from any loss, cost, expense, or damage claimed by



third parties for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Developer, its employees, officers, or directors in connection with the Contract or project.

- b) Contractor shall indemnify, defend, and hold Developer, its employees, officers, directors, and affiliates harmless from any loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Contractor, its employees, officers, or directors in connection with the Contract or project.
  - c) In addition to the above, Developer shall further indemnify and hold Contractor harmless of, from, against and in respect of:
    - i) Any tax lien, levy, assessment, payment, liability, penalty or other deficiency, whether disputed or not, suffered or incurred by Contractor as a result of or arising out of Developer's ownership of the Property;
    - ii) Any judgment, award, payment, settlement, cost or expense arising out of Developer's ownership of the Property, and rendered against or suffered or incurred by Contractor as a result of or with respect to any lawsuit or cause of action against or involving the Property;
    - iii) Any and all liabilities, whether disputed or not, suffered or incurred by Contractor as a result of or arising out of Developer's ownership of the Property; and/or
  - d) The indemnifying party shall be responsible for any and all costs and expenses, including reasonable attorney's fees, arising in connection with any of the foregoing.
  - e) The provisions of this section shall survive completion of the Project and/or expiration or termination of this Agreement.
- 10) **ENVIRONMENTAL INDEMNITY.** In addition to the above, Developer represents, warrants and covenants to, for and with Contractor that there are no Hazardous Materials which have been generated and disposed of by Developer or which have been generated and disposed of by Developer and have migrated to the Property (including the ground water thereon) from any adjacent real estate owned, leased, or otherwise controlled by Developer, (except for those Hazardous Materials which may be stored on or about the Property in accordance with the Applicable Environmental Laws), as such terms are defined in the Applicable Environmental Laws, or in any regulations promulgated pursuant thereto, (ii) there are no underground storage tanks which are owned or operated by Developer located in or about the Property, (iii) Developer has not received any notice and to the best knowledge of Developer no notice has been given to any party in the chain of title to the Property, by any person claiming any violation of, or requiring compliance with, any Applicable Environmental Laws, demanding payment or contribution for environmental damage; and (iv) to the best knowledge of Developer no investigation, administrative order, consent order or agreement,

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

11) **INSURANCE.** Contractor shall secure and maintain such insurance as will protect Contractor from claims of negligence, bodily injury, death, or property damage which may arise from the performance of Services. Developer shall maintain at all times during the Project and keep in force for the mutual benefit of Developer and Contractor, commercial general liability insurance against claims for personal injury, death or property damage occurring in, on or about the Property and/or areas adjacent to the Property, to afford protection to the limit of not less than \$2,000,000 combined single limit, and such insurance shall name Contractor as an additional insured.

12) **DISPUTES RESOLUTION.** It is agreed by both parties that all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties, or by either party if a delay in initiating arbitration or the right to file a lawsuit would prejudice its rights.

13) **MATERIALS.** If the materials or equipment necessary for the Services and/or the Project to be completed in accordance with this Agreement shall become temporarily or permanently unavailable for reasons beyond the control of Contractor, then in the case of such temporary unavailability, the time for performance of the Services and/or completion of the Project shall be extended to the extent thereof, and, in the case of a permanent unavailability, Developer shall have the right, in its sole discretion, either to terminate this Agreement or allow Contractor to proceed with the Services; provided, that if Developer elects to allow Contractor to proceed with the Services, Contractor (i) shall be excused from furnishing said materials or equipment, and (ii) shall be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.

14) **MISCELLANEOUS.**

a) **Entire Agreement.** This Agreement shall constitute the entire contract between the parties and may not be modified except by an instrument in writing and signed by both of them.



- b) **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.
- c) **Notices.** Any notice, demand, waiver, or consent required or permitted hereunder shall be in writing and shall be given by hand delivery, national overnight courier service for delivery on the next business day, facsimile, telegram or prepaid registered or certified mail, with return receipt requested, addressed as follows:

**If to Developer:**

James Kessinger  
Address 5400 Broken Sound Blvd NW  
City, St, Zip Apt. 633  
Boca Raton, FL 33487

**If to Contractor:**

Adenus Solutions Group, LLC  
Attn: Jeff Risdien  
849 Aviation Parkway  
Smyrna, TN 37167

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

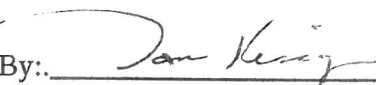
- d) **Attorney's Fees.** In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs incurred, including reasonable attorney's fee.
- e) **Section Headings.** The article or section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties.
- f) **Waivers.** Waiver by either party of any right for any default of the other party, including a waiver determined to occur as the result of an action or inaction, shall not constitute a waiver of any right for either a subsequent default of the same obligation or for any other default, past, present or future.
- g) **Partial Invalidity.** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each event the remainder of this Agreement or the application of such term, covenant or condition to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by Laws.

- h) **Survival of Representations and Warranties.** All warranties, representations, covenants, indemnities, and other agreements made in this Agreement shall survive completion of the Project and/or expiration or termination of this Agreement.
- i) **Time.** Time is of the essence with respect to every provision of this Agreement.
- j) **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.
- k) **Exhibits.** THE EXHIBITS TO THIS AGREEMENT ARE AN INTEGRAL PART HEREOF AND BY THIS REFERENCE ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN.

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

**DEVELOPER:**

250 Moran Farms, LLC  
a Texas Limited Liability Company

By:   
Name: James Kesinger  
Title: Authorized Representative

**CONTRACTOR:**

Adenus Solutions Group, LLC  
a Tennessee Limited Liability Company

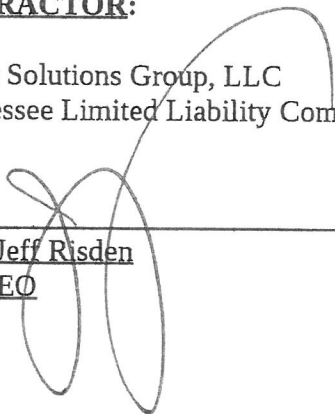
By:   
Name: Jeff Riden  
Title: CEO

Exhibit A

Legal Description - Property

[See Attached]

Exhibit B

Site Map

[See Attached]

Exhibit C

Project Description - Plans

[See Attached]

Exhibit D

Specifications

[See Attached]



EXHIBIT E

Schedule of Values