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TENNESSEE PUBLIC UTILITY COMMISSION

IN RE:	**PETITION OF TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION (TVPOA) TO DETERMINE IF A CCN IS NEEDED**
DOCKET NO.:	**25-00048**

TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC.'S MOTION TO DISMISS CONSUMER ADVOCATE'S PETITION AND/OR COMPLAINT FOR THE TENNESSEE PUBLIC UTILITY COMMISSION TO CONVENE A SHOW CAUSE PROCEEDING

Comes now Tellico Village Property Owners Association, Inc. ("TVPOA"), by and through counsel, pursuant to Rule 1220-01-02-.03(2)(b and e) of the Rules of the Tennessee Public Utility Commission (the "Commission"), and respectfully moves to dismiss the Consumer Advocate's Petition and/or Complaint for the Tennessee Public Utility Commission to Convene a Show Cause Proceeding (the "Petition") on grounds that the Commission lacks jurisdiction over TVPOA because TVPOA is statutorily exempt from regulation by the Commission. Thus, as set forth below, the Petition fails to state a claim upon which relief can be granted as a matter of law.

INTRODUCTION

Tenn. Code Ann. Sec. 65-4-104 plainly provides that the Commission is only authorized to regulate "public utilities" as defined by Tenn. Code Ann. Sec. 65-4-101. As discussed in detail below, TVPOA is expressly exempted from the definition of "public utilities" by the plain language of both Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) and Tenn. Code Ann. Sec. 65-4-101(6)(E). Not only does the plain language of these statutory provisions exempt TVPOA from regulation by the Commission as a matter of law, but the Commission's own inaction by declining to ever attempt to regulate TVPOA for forty (40) years further confirms this determination.

From its inception in 1985, TVPOA has openly and obviously operated water and sewer utilities in the Master Planned Residential Subdivision of Tellico Village for the exclusive use and benefit of its lot owner members. TVPOA has done so pursuant to the express direction and oversight of the Tennessee Valley Authority ("TVA"), the Tellico Reservoir Development Agency ("TRDA") and the Tennessee Department of Environment and Conservation ("TDEC"), and strictly in accordance with all regulations and utility operating permits required by these Federal and State agencies.

During TVPOA's forty (40) years of operating water and sewer utilities in the Master Planned Residential Subdivision of Tellico Village, the Commission has never once sought to exercise any regulatory authority whatsoever over TVPOA. This is because the Commission properly recognizes that it has no such authority under Tenn. Code Ann. Sec. 65-4-104. The applicable statutory provisions could not be more clear: TVPOA is not, and has never been, subject to regulation by the Commission based upon the expressly stated exemptions set forth in Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) and Tenn. Code Ann. Sec. 65-4-101(6)(E), as well as the Commission's own confirmation of TVPOA's statutory exemptions by declining to ever attempt to regulate TVPOA.

Any attempt by the Commission to now seek regulation of TVPOA, contrary to TVPOA's reliance upon the statutory protections afforded by Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) and Tenn. Code Ann. Sec. 65-4-101(6)(E) over forty (40) years, would infringe upon TVPOA's vested legal right in direct violation of the Tennessee Constitution. Accordingly, as set forth more fully below, the Consumer Advocate's Petition must be dismissed as a matter of law.

FACTS

I. TELLICO VILLAGE WAS CREATED AS A MASTER PLANNED RESIDENTIAL SUBDIVISION.

On August 25, 1982, TVA and TRDA executed the 60000A Agreement, whereby TVA acquired over eleven thousand (11,000) acres of land surrounding the Tellico Reservoir (the "Development Lands") via eminent domain for purposes of economic development of the three (3) county region of Loudon, Monroe, and Blount Counties. (*See Contract No. TV-60000A attached hereto as Exhibit A*). At the time, TRDA was a newly created State Agency that was charged with establishing a comprehensive plan for the sale and development of the Development Lands. *(Id. at Article IV).* Pursuant to Tenn. Code Ann. Sec. 64-1-709, TRDA was expressly granted **exclusive** planning, zoning, and land use authority over all of the designated Development Lands.

In accordance with the 60000A Agreement, TVA conveyed four thousand five hundred ninety-two (4,592) acres of Tellico reservoir shoreland to TRDA, specifically to create the Master Planned Residential Subdivision of Tellico Village. (*See Exhibit A*). This particular parcel was located entirely within the land originally designated by TVA for residential development. (*Id.*). In conveying the Tellico Village development property to TRDA, TVA charged TRDA with administering and approving a Tellico Village Master Plan, to ensure that Tellico Village was developed in accordance with TVA's residential land use objectives as a Master Planned Residential Subdivision. *(Id. at Article IV).*

On March 21, 1985, TVA and TRDA executed Supplement 1 to the 60000A Agreement, which established the required parameters for the residential development of Tellico Village. (*See Supplement No. 1 attached hereto as Exhibit B*). In Supplement 1, TVA clearly delineates the

standards for development of Tellico Village expressly for "residential uses". Specifically, Article I of Supplement 1 provides, in pertinent part, as follows:

> "In order to permit more effective development of large tracts of land designated under TV 60000A, **specifically for residential uses**, for which a developer's master plan has been prepared, the parties wish to provide that such master plan, when approved by TVA and TRDA, shall be substituted for the requirements of the development standards for the Tellico project."
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> "With respect to **planned unit development for residential purposes** proposed for tracts containing 1,000 acres or more by a single developer, such development can, upon request of the Agency (TRDA), be carried out in accordance with a master plan prepared and submitted to Agency (TRDA) and approved by TVA." *(Id. at Article I) (emphasis added).*

In accordance with Article I of Supplement 1, developer Cooper Communities, Inc. ("CCI") prepared the Tellico Village Master Plan for the express purpose of creating a "planned unit development for residential purposes" on the tract designated "specifically for residential uses". (*Id.*) By Agreement between CCI and TRDA, dated September 22, 1983, CCI expressly proposed the Tellico Village Master Plan to TRDA and TVA for approval, by stating as follows in Paragraph 1: "**CCI proposes to master plan a phased residential community development within the project area**..." *(See Agreement Between TRDA and CCI dated September 22, 1983 attached hereto as Exhibit C) (emphasis added).* Thus, CCI's intent to develop Tellico Village as a Master Planned Residential Subdivision "specifically for residential uses" pursuant to the authority granted by TRDA and TVA under Supplement 1 could not have been more clear.

On September 12, 1984, TVA and TRDA approved the 7-volume Tellico Village Master Plan submitted by CCI, consistent with the clear directive that Tellico Village to be developed as a Master Planned Residential Subdivision. *(See Agreement Between TRDA and CCI dated September 19, 1984 attached hereto as Exhibit D).* Volume 1 of the Master Plan contained the approved "Land Use Plan" for the Tellico Village residential development. (*See Master Plan Land*

Use Element Volume 1 attached hereto as Exhibit E). Specifically, Section B of Volume 1 of the Master Plan unequivocally established the "Land Use Plan" for the four thousand five hundred ninety-two (4,592) acres of the Tellico Village development by stating that "**the primary land use is projected as Low Density Residential, occupying approximately 3613 acres**." (*Id. at Section B, p. 12*) *(emphasis added)*.

The "Land Use Plan" for the Tellico Village Master Plan further emphasizes that designated residential land uses, along with accompanying recreation and open space, "will occupy the greatest percentage of land in the Village", representing ninety-six and one half percent (96.5%) of the total acreage of the Master Planned Residential Subdivision. (*Id. at Section B, p. 13*). In accordance with the residential intent of the Master Plan, Tellico Village was developed and presently contains six thousand nine hundred fifteen (6,915) residential lots and houses over eleven thousand (11,000) residents. (*See Affidavit of TVPOA Interim General Manger Matt Benoit at paragraph 9 attached hereto as Exhibit F*).

While Tellico Village was clearly intended to be developed and regarded as a residential subdivision, it was also always anticipated that it would eventually include development of a de minimis number of commercial amenities and lots in order to serve and benefit the residential community. (*See Exhibit E at Section B, p. 15).* Specifically, in Section B of Volume 1 of the Master Plan, it was noted that "various uses will be permitted in the areas designated as Commercial and Community Facilities… to create a focus of activity at these centers." (*Id.).*

Therefore, in accordance with the Master Plan, a limited number of commercial amenities and lots were ultimately developed to serve the residents of Tellico Village. (*See Petition at paragraph 5, alleging the existence of five (5) commercial lots currently in Tellico Village*). The de minimis number of commercial amenities and lots that were developed over time in Tellico

Village did not in any manner alter the master planned residential use of Tellico Village, as such lots were always incidental to and intended to serve the residents of Tellico Village. (*See Exhibit F Benoit Affidavit at paragraph 10*). Tellico Village was created as and has at all times continued to exist as a "residential subdivision".

TRDA, the entity with **exclusive** planning, zoning, and land use authority over the Development Lands under Tenn. Code Ann. Sec. 64-1-709, further confirms that Tellico Village is a "residential subdivision" under Tennessee law. Bryan Hall, TRDA's Executive Director, specifically attests that "**TRDA designates Tellico Village as a 'Residential Subdivision'**". (*See Affidavit of TRDA Executive Director Bryan Hall at paragraph 8 attached as Exhibit G*) *(emphasis added)*. In designating Tellico Village as a "Residential Subdivision" for all purposes of planning, zoning and land use, TRDA verifies that "Tellico Village was established as a **Master Planned Residential Subdivision** pursuant to the various contractual agreements among TVA, TRDA, and private Developer Cooper Communities, Inc." (*Id. at paragraph 7*) *(emphasis added)*. TRDA further emphasizes that "the Tellico Village Master Plan, approved by TVA and TRDA in 1985, provides that the **primary land use** of Tellico Village is **Low Density Residential**". *(Id. at paragraph 9) (emphasis added).*

II. TVPOA PROVIDES WATER AND SEWER UTILITIES EXCLUSIVELY TO SERVE LOT OWNERS IN TELLICO VILLAGE AS REQUIRED BY THE MASTER PLAN.

The Tellico Village Master Plan also set forth detailed requirements for establishment of a water and sewer collection system exclusively to serve the lot owners of Tellico Village. (*See Master Plan Utilities Volume IV at Section B attached hereto as Exhibit H*). Specifically, Section B of Volume 4 of the Master Plan contained the approved "Utilities Plan", pursuant to which CCI was required to provide for the engineering and construction of a water distribution and sewer

collection system to serve the residential community in accordance with the required specifications. (*Id.*).

Section B of Volume 4 of the Master Plan further required the creation of TVPOA, as a non-profit corporation, to own, manage, maintain, and operate the central water and sewer systems exclusively to serve the planned residential development. (*Id.*). Sections B and C of Volume 4 each contain nearly identical language, which expressly describes the legal authority of TVPOA to operate Tellico Village utilities as follows:

> "The Property Owners' Association will be set up as a **quasi-municipal authority with all powers required to operate the water distribution and storage system (and wastewater collection and transmission system)**. Appendix C contains an excerpt from Section III of the TVPOA Declaration entitled "The Association" which outlines the specific powers that the Property Owners' Association will have that will allow it to effectively operate the proposed system. Among those rights is the power to levy assessments for construction, maintenance, and operation of the water (and sewer) system... **These conditions assure that the TVPOA will have all legal powers required to operate the system(s)**." (*Id. at pp. B-13 and C-10*) *(emphasis added)*.

Volume 4 of the Master Plan further required TVPOA to execute long-term service agreements with Loudon Utilities Board (LUB) and Tellico Area Services System (TASS) to provide bulk water and sewer processing services. (*Id. at Sections B and C*). These service agreements with LUB and TASS, which were incorporated into the Master Plan, were necessary because there were no water or sewer utilities that provided or were willing to provide service to the Tellico Village development area. (*Id.*) These utility service agreements with LUB and TASS were ultimately approved by both local utilities as well as the applicable municipal authorities. (*Id.*)

Notably, the Master Plan also designated that one thousand six hundred and sixty-three (1,663) acres of common areas in the Tellico Village development, including the land on which nearly all of the water and sewer system infrastructure is located, were to be reconveyed to TRDA.

(*See Exhibit D*). This common property was then to be leased back to the POA under a ninety-nine (99) year lease. (*Id.*) Accordingly, on September 19, 1984, TRDA and TVPOA executed the required ninety-nine (99) year lease for the common properties (the "TRDA Lease"), whereby TVPOA leased the 1,663 acres of common property in Tellico Village for ninety-nine (99) years at an aggregate cost of fifty-six million seven hundred ninety-nine thousand seven hundred sixty-five dollars ($56,799,765.00) paid to TRDA. (*See Lease Agreement between TRDA and TVPOA attached hereto as Exhibit I*). The TRDA Lease specifically obligated TVPOA to operate and maintain the water and sewer utilities exclusively to serve the Tellico Village residential community. (*Id.*).

Pursuant to the TRDA Lease, TVPOA has continually operated and maintained the Tellico Village water and sewer utilities on land owned by TRDA since 1985, for the exclusive benefit of lot owners in Tellico Village. (See *Exhibit F Benoit Affidavit at paragraph 5*). At no time has TVPOA ever provided water or sewer utility services to any person or entity other than a Tellico Village lot owner. (*Id. at paragraph 6*). Since its inception, TVPOA has adhered to all applicable TDEC permitting requirements and regulations for operation of the water and sewer utilities for Tellico Village, including annual regulatory inspections and reporting. (*Id. at paragraph 7*).

III. THE COMMISSION HAS NEVER SOUGHT TO REGULATE TVPOA.

TVPOA has never submitted to regulation by the Commission because it has always been expressly exempt under the plain language of Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) and Tenn. Code Ann. Sec. 65-4-101(6)(E). The Commission has clearly confirmed TVPOA's statutory exemptions because during TVPOA's forty (40) years of operating water and sewer utilities in the Master Planned Residential Subdivision of Tellico Village, the Commission and its predecessor entities have never once sought to exercise any regulatory authority whatsoever over TVPOA.

(See *Exhibit F Benoit Affidavit at paragraph 8*). At no time has the Commission requested that TVPOA obtain a Certificate of Public Convenience and Necessity ("CCN"); that TVPOA pay any annual inspection fee; that TVPOA file a tariff; or in fact, ever communicated with TVPOA for any reason whatsoever. (*Id.*).

LEGAL ARGUMENT

The authority of the Commission to govern is limited only to that which has been afforded to it expressly by the legislature. *Bellsouth Telcoms v. Tenn. Regulatory Auth.*, 98 S.W.2d 666, 668 (Tenn. Ct. App. 2002). Indeed, the Tennessee Court of Appeals has recognized that any authority exercised by the Commission must only "be as the result of an express grant of authority by statute or arise by necessary implication from the expressed statutory grant of power". (*Id.*). Thus, the Commission, like any other administrative agency, "must confirm its actions to its enabling legislation". (*Id.*). In examining the limited statutory authority afforded to the Commission, the Tennessee Court of Appeals has expressly recognized that said grant of power must be "strictly construed". (*Id.*).

Tenn. Code Ann. Sec. 65-4-104 plainly provides that the Commission is only authorized to regulate "public utilities" as defined by Tenn. Code Ann. Sec. 65-4-101. As discussed in detail below, TVPOA is expressly exempted from the definition of "public utilities" by the plain language of both Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) and Tenn. Code Ann. Sec. 65-4-101(6)(E). Accordingly, based upon the argument set forth below, the Commission lacks jurisdiction to exercise regulatory authority over Tellico Village, and the Petition must be dismissed as a matter of law for failure to state a claim upon which relief may be granted.

I. TELLICO VILLAGE IS A MASTER PLANNED RESIDENTIAL SUBDIVISION WHICH IS EXEMPT FROM REGULATION BY THE COMMISSION PURSUANT TO TENN. CODE ANN. SEC. 65-4-101(6)(b)(i).

The Commission is authorized by statute only to regulate "public utilities" as defined by Tenn. Code Ann. Sec. 65-4-101. Specifically, a "public utility" is defined as:

> "every individual, copartnership, association, corporation, or joint stock company, its lessees, trustees, or receivers, appointed by any court whatsoever, that own, operate, manage or control, within the state, any interurban electric railway, traction company, all other common carriers, express, gas, electric light, heat, power, water, telephone, telegraph, telecommunications services, or any other like system, plant or equipment, affected by and dedicated to the public use, under privileges, franchises, licenses, or agreements, granted by the state or by any political subdivision thereof." Tenn. Code Ann. Sec. 65-4-101(6)(A).

However, the legislature has enumerated several express exemptions to the definition of a "public utility" under the statute. Specifically, Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) provides, in pertinent part, as follows:

> "'Public Utility' does not mean nonprofit homeowners associations or organizations whose membership is limited to owners of lots in residential subdivisions, which associations or organizations own, construct, operate or maintain water, street light or park maintenance services systems for the exclusive use of that subdivision; provided, however, that the subdivisions are unable to obtain such services from the local utility district..."

Accordingly, in order to be exempt from regulation by the Commission pursuant to Tenn. Code Ann. Sec. 65-4-101(6)(B)(i), an entity must be: (1) a nonprofit homeowners association; (2) whose membership is limited to owners of lots in residential subdivisions; and (3) which operates utility services for the exclusive use of that subdivision. (*Id.*). In its Petition, the Consumer Advocate accurately concedes that: (1) TVPOA is a duly authorized nonprofit corporation, which (2) operates water and sewer utilities for the exclusive use of the owners of lots in Tellico Village. (*See Petition at paragraphs 4 and 12*). Thus, the singular argument advanced by the Consumer Advocate in its Petition, is that despite Tellico Village containing six thousand nine hundred fifteen

(6,915) residential lots and housing over eleven thousand (11,000) residents, Tellico Village is not a "residential subdivision" under Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) simply because it contains a purported five (5) commercial lots. *(Id. at paragraph 5).* The Consumer Advocate's position is supported in neither law nor fact.

"In interpreting statutes, it is the duty of the courts "to effectuate legislative intent." *Kyle v. Williams*, 98 S.W.3d 661, 664 (Tenn. 2003). "Legislative intent is to be ascertained primarily from the natural and ordinary meaning of the language used." *(Id.).* When the language in a statute is unambiguous, "we must apply its plain meaning without a forced interpretation that would limit or expand the statute's application." *State v. Walls*, 62 S.W.3d 119, 121 (Tenn. 2001); *see Gleaves v. Checker Cab Transit Corp.*, 15 S.W.3d 799, 803 (Tenn. 2000). That is, courts are to "presume that the legislature says in a statute what it means and means in a statute what it says there." *Gleaves*, 15 S.W.3d at 803.

In construing statutes, "courts must assume that the legislature chose the words of the statute purposely, and that the words chosen convey some intent and have a meaning and a purpose when considered within the context of the entire statute." *Eastman Chem. Co. v. Johnson*, 151 S.W.3d 503, 507 (Tenn. 2004). Furthermore, "the intention of the legislature is to be gathered from words it has used and *not from words it has chosen not to include*." *Loftin v. Langsdon*, 813 S.W.2d 475, 480 (Tenn. Ct. App. 1991) (emphasis added).

Here, the statute at issue could not be more clear. Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) plainly states that nonprofit homeowners associations and organizations operating utilities in "residential subdivisions" for the exclusive use of that subdivision are not "public utilities" subject to regulation by the Commission. Tenn. Code Ann. 65-4-101(6)(B)(i) does not state that the statutory exemption is limited to **"exclusively"** residential subdivisions or subdivisions with

"only" residential lots. Nor does it state that the subject nonprofit homeowners associations and organizations must **"exclusively"** serve residential lots to qualify for exemption or that providing any utility service to any type of lots **"other than"** residential lots would preclude this exemption. To the contrary, the statute simply provides that nonprofit homeowners associations and organizations operating utilities to serve "lots" in "residential subdivisions" are exempt.

Had the Legislature intended to limit the broad exemption in Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) to subdivisions with exclusively residential lots, or even subdivisions with a specific quantity or ratio of residential lots, it certainly could have done so. Moreover, the Legislature certainly could have sought to limit this broad exemption by expressly stating that providing any utility services to any commercial amenity or lot precludes exemption. However, the Legislature chose not to limit this exemption, and Tennessee law requires that Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) be enforced as written and that the Legislature's omission of any limiting language be respected.

Further, in reviewing the Consumer Advocate's argument in the Petition that Tellico Village is not a "residential subdivision", it is perhaps most instructive to evaluate not what it said, but more so what it did not. In the two hundred forty (240) pages of its Petition, there is not one (1) singular citation to any statutory authority or case law to support its position. Certainly, the Consumer Advocate has not produced any documentary evidence wherein Tellico Village is identified by any Federal, State, County, or Municipal agency or authority as anything other than a Master Planned Residential Subdivision. That is simply because the Consumer Advocate cannot. The Consumer Advocate's sole support in advancing its argument is stating in its Petition that because of the presence of five (5) enumerated commercial lots in Tellico Village, which are incidental to and intended to serve the six thousand nine hundred fifteen (6,915) residential lots

and over eleven thousand (11,000) residents living therein, it does not qualify as a "residential subdivision" under Tenn. Code Ann. Sec. 65-4-101(6)(B)(i).

Bare assertions, wholly unsupported by fact or law are clearly insufficient to carry the day, particularly when faced with the litany of documentary evidence from Federal and State agencies and authorities, dating back forty (40) years, as set forth herein below, which clearly demonstrate that Tellico Village is and always has been a "residential subdivision". This evidence that Tellico Village is unequivocally designated as a "residential subdivision" is uncontroverted and demonstrates as a matter of law that TVPOA is exempt from regulation by the Commission pursuant to Tenn. Code Ann. Sec. 65-4-101(6)(B)(i).

A. Tellico Village was Established by TVA and TRDA Under its Master Plan as a "Planned Unit Development for Residential Purposes".

Pursuant to the 60000A Agreement between TVA and TRDA, dated August 25, 1982, TVA conveyed four thousand five hundred ninety-two (4,592) acres of Tellico reservoir shoreland to TRDA, specifically to create the Master Planned Residential Subdivision of Tellico Village. (*See Exhibit A*). This particular parcel was located entirely within the land originally designated by TVA for residential land use development. (*Id.*). In so doing, TVA charged TRDA, a newly created State Agency, with administering and approving the Tellico Village Master Plan. *(Id.)* Pursuant to Tenn. Code Ann. Sec. 64-1-709, TRDA was expressly granted **exclusive** planning, zoning, and land use authority over all the designated Development Lands, including the land to be developed as the Master Planned Residential Subdivision of Tellico Village.

On March 21, 1985, TVA and TRDA executed Supplement 1 to the 60000A Agreement, to establish the required parameters for the master planned residential development of Tellico Village. *(See Exhibit B).* In Supplement 1, TVA set forth the standards for development of Tellico

Village expressly for "residential uses". Specifically, Article I of Supplement 1 provides, in pertinent part, as follows:

> "In order to permit more effective development of large tracts of land designated under TV 60000A, **specifically for residential uses**, for which a developer's master plan has been prepared, the parties wish to provide that such master plan, when approved by TVA and TRDA, shall be substituted for the requirements of the development standards for the Tellico project."
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> "With respect to **planned unit development for residential purposes** proposed for tracts containing 1,000 acres or more by a single developer, such development can, upon request of the Agency (TRDA), be carried out in accordance with a master plan prepared and submitted to Agency (TRDA) and approved by TVA." (*Id.*) *(emphasis added)*.

Pursuant to Article I of Supplement 1, CCI prepared the Tellico Village Master Plan for the express purpose of creating a "planned unit development for residential purposes" on the tract designated "specifically for residential uses", for approval by TVA and TRDA. (*Id.*). By Agreement between CCI and TRDA, dated September 22, 1983, CCI expressly proposed the Tellico Village Master Plan to TRDA and TVA for approval by stating as follows in Paragraph 1: "**CCI proposes to master plan a phased residential community development within the project area**..." *(See Exhibit C) (emphasis added).* Thus, CCI's intent to develop Tellico Village as a Master Planned Residential Subdivision "specifically for residential uses" pursuant to the authority granted by TVA and TRDA under Supplement 1 could not have been more clear.

TVA and TRDA then approved the 7-volume Tellico Village Master Plan submitted by CCI on September 12, 1984, consistent with the clear intent for Tellico Village to be developed as a Master Planned Residential Subdivision. (*See Exhibit D*). Volume 1 of the Master Plan contained the approved "Land Use Plan" for the Tellico Village residential development. (*See Exhibit E).* Specifically, Section B of Volume 1 of the Master Plan unequivocally established the "Land Use Plan" for the four thousand five hundred ninety-two (4592) acres of the Tellico Village

development by stating that "**the primary land use is projected as Low Density Residential, occupying approximately 3613 acres**." (*Id. at Section B, p. 12) (emphasis added).* In fact, this Section further emphasized that designated residential land uses, along with accompanying recreation and open space, "will occupy the greatest percentage of land in the Village", representing ninety-six and one half percent (96.5%) of the total acreage of the Master Planned Residential Subdivision. (*Id. at Section B, p. 13*). Thus, the clearly expressed intent of the Tellico Village Master Plan was to designate the primary use of the development land as Low Density Residential.

Tennessee law has long held that the primary use of land is determinative for purposes of land use designation in many legal contexts. *See North Gates Elks Club. V. Garner,* 496 S.W.2d 887, 889 (Tenn. 1973) (holding that "the real test determinative of a corporation's tax exempt status is the use it makes of the property."); *State v. Rowan,* 106 S.W.2d 861, 863 (Tenn. 1937) (holding that "property of an educational institution may be regarded as used exclusively for educational purposes so long as the primary use is for such purpose, even though there be an incidental use for other purposes."); *Thomas v. Tenn. DOT,* 2013 Tenn. App. LEXIS 527 at *2 (Tenn. Ct. App. Aug. 12, 2013) (holding that "a zone in which limited commercial or industrial activities are permitted as an incident to other primary land uses is not considered to be a commercial or industrial zone for outdoor advertising control purposes."); *Christ Church Pentecostal v. Tenn. State Bd. of Equalization,* 428 S.W.3d 800, 818 (Tenn. Ct. App. 2012) (holding that in the context of tax exemptions, "inquiry into the primary use to which the property is in fact put" is determinative.); *Youth Programs, Inc. v. Tenn. State Bd. of Equalization,* 170 S.W.3d 92, 98 (Tenn. Ct. App. 2004) (holding that "it is the use of property, and not the charitable nature of its owner, which determines its exempt status."); and *City of Lebanon v. Harris,* 2001

Tenn. App. LEXIS 758 at *8 (Tenn. Ct. App. Oct. 10, 2001) (holding that "it is accepted zoning practice to allow certain uses and structures on property that are related to the primary permitted uses."). Because Tellico Village was established by TVA and TRDA under an approved Master Plan with the primary land use expressly designated as Low Density Residential, there is no question that Tellico Village is, and always has been, a "residential subdivision" which is exempt from regulation by the Commission under Tenn. Code Ann. Sec. 65-4-101(6)(B)(i).

B. TRDA, as the State Agency with Exclusive Statutory Planning, Zoning, and Land Use Authority over Tellico Village, has Expressly Designated Tellico Village as a "Residential Subdivision".

Pursuant to Tenn. Code Ann. Sec. 64-1-701, TRDA was expressly created for the purpose of:

> "developing and effectuating plans and programs for the comprehensive development of, acquiring, operating, managing, selling, leasing and the development of all or a portion of the lands lying within the Tennessee Valley Authority Tellico Reservoir project area, as shown on the official tract maps of the Tennessee Valley Authority, and such contiguous lands as may be acquired by or transferred to the agency within the watershed of the Little Tennessee River, including portions of Monroe, Loudon and Blount counties, referred to as 'development lands'".

Tenn. Code Ann. Sec. 64-1-709 provides that "the comprehensive development plan, as adopted, approved and amended by the agency (TRDA), shall control the development within the development lands" acquired and regulated by TRDA. Further, pursuant to Tenn. Code Ann. Sec. 64-1-709, "**any municipal planning regulation, any county zoning regulation, and any municipal zoning regulation that shall be adopted with respect to or shall apply to any portion of such development lands shall be superseded by the comprehensive development plan adopted, approved and amended by the agency** (TRDA), and, to the extent that same is inconsistent with the agency's (TRDA's) comprehensive development plan, shall be of no force or effect as regards any such lands acquired by the agency (TRDA)." (*emphasis added*). Thus,

based upon the express authority granted to TRDA under Tenn. Code Ann. Sec. 64-1-709, TRDA has **exclusive** planning, zoning, and land use authority over all the Development Lands, including the Master Planned Residential Subdivision of Tellico Village.

TRDA, through its Executive Director, Bryan Hall, unequivocally confirms that "**TRDA designates Tellico Village as a 'Residential Subdivision'**". (*See Exhibit G at paragraph* 8) *(emphasis added)*. In designating Tellico Village as a "Residential Subdivision" for all purposes of planning, zoning and land use, TRDA verifies that "Tellico Village was established as a **Master Planned Residential Subdivision** pursuant to the various contractual agreements among TVA, TRDA, and private Developer Cooper Communities, Inc." (*Id. at paragraph 7*) *(emphasis added)*. TRDA further emphasizes that "the Tellico Village Master Plan, approved by TVA and TRDA in 1985, provides that the **primary land use** of Tellico Village is **Low Density Residential**". *(Id. at paragraph 9) (emphasis added).* Thus, it is uncontroverted that Tellico Village is a "**residential subdivision**", as designated by TRDA, the **exclusive** statutory authority governing planning, zoning, and land use for Tellico Village and the Development Lands.

TRDA further confirms that "in accordance with the Tellico Village Master Plan, TRDA presently owns and leases approximately one thousand six hundred and sixty-three (1663) acres of common property in Tellico Village to TVPOA". (*Id. at paragraph 10*). TRDA verifies that "nearly all of the water and sewer utility infrastructure for the Tellico Village water and sewer systems is located on common property owned by TRDA and leased to TVPOA". (*Id. at paragraph 11*). Thus, TRDA concludes that "TVPOA has operated the water and sewer utilities exclusively serving the property owners in the **Tellico Village Residential Subdivision** on common property primarily owned by TRDA since its inception in 1985". (*Id. at paragraph 12*) *(emphasis added).*

Based upon the foregoing, Tellico Village has always been expressly designated as a "**residential subdivision**" by both TVA and TRDA. Because TRDA has **exclusive** planning, zoning, and land use authority over Tellico Village pursuant to Tenn. Code Ann. Sec. 64-1-709, its land use designation for Tellico Village as a "residential subdivision" is binding as a matter of law. Since Tellico Village is unequivocally designated as a "residential subdivision" for all legal purposes, TVPOA is therefore exempt from regulation by the Commission pursuant to Tenn. Code Ann. Sec. 65-4-101(6)(B)(i).

II. TVPOA IS EXEMPT FROM REGULATION BY THE COMMISSION AS A COOPERATIVE NONPROFIT CORPORATION PURSUANT TO TENN. CODE ANN. SEC. 65-4-101(6)(E).

As discussed above, the Commission's regulatory authority extends only to "public utilities", as defined in Tenn. Code Ann. 65-4-101. At its inception in 1985, TVPOA was subject to and governed by the specific exemption set forth in Tenn. Code Ann. Sec. 65-4-101(6)(E)[1], which states, in pertinent part as follows:

> "'Public Utility' as defined in this section shall not be construed to include the following nonutilities:
>
> (E) Any cooperative organization, association or corporation not organized or doing business for profit".

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[1]This subsection was in effect as written from 1934 to June 1, 2011. *See Certified Copies of Annotated Code of Tennessee 1934 and SB 247/HB 166 effective June 2, 2011, from Tennessee State Library and Archives attached hereto collectively as Exhibit J.*

Effective June 2, 2011, the subsection was amended to read:
"Any cooperative organization not organized or doing business for profit, cooperative association not organized or doing business for profit. For purposes of this subdivision (6)(A)(v), "cooperative" shall mean only those nonprofit cooperative entities organized under or otherwise subject to the Rural Electric and Community Services Cooperative Act, compiled in chapter 25, part 2 of this title, or the Telephone Cooperative Act, compiled in chapter 20 of this title." 2011 Tenn. Pub. Acts ch. 430, Sec. 3.

It is important to note that this statutory amendment in 2011 to narrow the definition of "cooperative" was not aimed at TVPOA or any other similarly situated property owners association already exempt from regulation by the Tennessee Regulatory Authority under Tenn. Code Ann. Sec. 65-4-101(6)(E), but rather was in direct response to a private, for-profit utility without members that unilaterally changed its designation to a nonprofit corporation solely to avoid regulation by the Tennessee Regulatory Authority. *See Berry's Chapel Util. v. Tenn. Regulatory Auth.*, 2012 Tenn. App. LEXIS 896 (Tenn. Ct. App. Dec. 21, 2012).

Thus, when TVPOA was established and commenced water and sewer and utility operations in 1985, and for over twenty-five (25) years thereafter, this statutory provision remained in full effect as written above, and TVPOA was subject to and governed by its strictures. As discussed in detail below, pursuant to Tenn. Code Ann. 65-4-101(6)(E), as well as long-standing Tennessee jurisprudence, TVPOA is a cooperative nonprofit corporation with a vested right of exemption from regulation by the Tennessee Regulatory Authority (now the Commission).

A. TVPOA is a Cooperative Nonprofit Corporation Exempt From Regulation by the Commission.

The Tennessee Court of Appeals has specifically addressed the requirements for classification as a "cooperative nonprofit corporation" that is exempt from regulation by the Tennessee Regulatory Authority (now the Commission) under Tenn. Code Ann. Sec. 65-4-101(6)(E). *See Berry's Chapel Util. v. Tenn. Regulatory Auth.*, 2012 Tenn. App. LEXIS 896 (Tenn. Ct. App. Dec. 21, 2012). In *Berry's Chapel,* the Court broadly defined a "cooperative" as "a legal entity owned and democratically controlled by its members." (*Id.* at *15). In establishing the requirements for a "cooperative", the Court adopted the definition of "cooperative" established by the U.S. Small Business Administration as follows:

> "A cooperative is a business or organization owned by and operated for the benefit of those using its services... Typically an elected board of directors and officers run the cooperative while regular members have voting power to control the direction of the cooperative." (*Id.* at *17).

The Court emphasized that in reading Tenn. Code Ann. Sec. 65-4-101(6)(E) *in pari materia* with the other statutory subsections, the intent of the Legislature was to exempt those nonprofit corporations which already have "oversight" of their organizations by their member elected board of directors from regulation by the Tennessee Regulatory Authority (now the Commission). (*Id.* at *13-17).

Consistent with the Tennessee Court of Appeals decision in *Berry's Chapel*, TVPOA is clearly a "cooperative nonprofit corporation" exempt from regulation by the Commission. In its Petition, the Consumer Advocate Division concedes that TVPOA is, and has always been, a nonprofit corporation designated by the Tennessee Secretary of State. (*See Petition at paragraph 4*). TVPOA further constitutes a "cooperative" nonprofit corporation under the *Berry's Chapel* decision as it is: (1) a legal entity democratically controlled by its members; (2) owned by and operated for the benefit of those using its services; and (3) an elected board of directors and officers run TVPOA while regular members have voting power to control the direction of TVPOA. 2012 Tenn. App. LEXIS 896 at *13-17.

First, both the TVPOA Bylaws (the "Bylaws") and Declaration of Covenants and Restrictions for Tellico Village (the "Declaration") make abundantly clear that TVPOA is democratically controlled by its members. *(See Declaration and Bylaws attached hereto collectively as Exhibit K).* Specifically, Article IV, Section 12 of the Bylaws provides that "the Board of Directors of the Association shall have the powers and duties necessary for the governance and administration of the affairs and the business of the Association..." (*Id.*). Article IV, Section 11 of the Bylaws, then provides the mandatory process for "the nomination and election of the Board of Directors **by the members**." (*Id.*) *(emphasis added)*. Whereas Article II, Section 2 of the Bylaws and Article III, Section 2 of the Declaration both provide that each Owner of a lot (i.e. a member) "shall have one (1) vote" in the election of the Board of Directors. (*Id.*). Thus, TVPOA is controlled by a Board of Directors elected solely by its duly authorized lot Owner members.

Further, the Declaration provides that TVPOA is owned and operated for the exclusive benefit of the members that use its services. Specifically, Article VIII, Section 2 of the Declaration

provides that "all property acquired by the Association, whether real, personal or mixed, whether owned or leased, shall be held, utilized and disposed of by the Association as Common Property **for the use and benefit of the Owners within the Project**." (*Id.*) *(emphasis added).* With respect to the TVPOA water and sewer utilities in particular, Article VI, Section 1 of the Declaration provides that "the water system distribution infrastructure and sewer system collection infrastructure serving the Project... will be a part of the Common Properties", which are designated for the exclusive use and benefit of the Owners within the Project. (*Id.*). Further, Article VI, Section 1 of the Declaration provides that TVPOA may only provide water and sewer utility services to duly authorized lot Owner members and that the cost thereof shall only be paid exclusively from "Assessments" and "charges made to Owners for furnishing such services". (*Id.*). Thus, TVPOA is clearly owned and operated for the benefit of the members that use its services, particularly the water and sewer utilities used exclusively by its duly authorized lot Owner members.

Finally, both the Declaration and Bylaws provide that an elected board of directors and officers run TVPOA while regular members have voting power to control the direction of TVPOA. As stated above, Article IV, Section 12 of the Bylaws makes clear that the TVPOA Board of Directors has "the powers and duties necessary for the governance and administration of the affairs and the business of the Association..." (*Id.*). Pursuant to Article II, Section 2 and Article IV, Section 11 of the Bylaws and Article III, Section 2 of the Declaration, the Board of Directors is elected exclusively by lot Owner members which each "shall have one (1) vote". (*Id.*). Regular TVPOA lot Owner members have voting power to control the direction of TVPOA specifically by: voting to elect the Board of Directors (*Id.*); voting to authorize increases in Annual Assessments above certain thresholds, which can be used to fund water and sewer utility operations

and capital improvements (*See Id. at Declaration Article X, Section 5*); voting to authorize Special Assessments (*Id.*); and even voting to remove members of the Board of Directors. (*See Id. at Bylaws Article IV, Section 3*). In addition, TVPOA lot Owner members maintain control over the direction of TVPOA as the Board of Directors are subject to mandatory term limits of six (6) years of service (*Id.*). Finally, with respect to water and sewer operations in particular, the operational and financial controls set forth in Article VI, Section 1 of the Declaration provide the elected board of directors with reasonable "oversight" of utility operations precisely as contemplated in the *Berry's Chapel* decision. *(See Id. at Declaration Article VI, Section 1).* Thus, it is clear that the elected board of directors and officers run TVPOA while regular members have voting power to control the direction of TVPOA.

Based upon the foregoing provisions of TVPOA's governing documents, TVPOA clearly meets the standard set forth in *Berry's Chapel* to constitute a "cooperative nonprofit corporation". Not only does TVPOA constitute a "cooperative nonprofit corporation" as a matter of law under the *Berry's Chapel* decision, but TRDA directly confirms this legal conclusion. TRDA verifies in the Hall Affidavit that "nearly all of the water and sewer utility infrastructure for the Tellico Village water and sewer systems is located on common property owned by TRDA and leased to TVPOA". (*See Exhibit G Hall Affidavit at paragraph 11*). In its own review of TVPOA water and sewer utility operations, TRDA expressly confirms that TRDA designates TVPOA as a "**cooperative nonprofit corporation**". (*Id. at paragraph 7*) *(emphasis added).* Thus, based upon the undisputed evidence in the Declaration and Bylaws, as well as the verification from TRDA regarding TVPOA's status as a "cooperative nonprofit corporation", TVPOA is clearly exempt from regulation by the Commission under Tenn. Code Ann. Sec. 65-4-101(6)(E).

B. The Commission Previously Determined that Fairfield Glade Community Club, Which is Nearly Identical in Form and Substance to TVPOA, is a Cooperative Nonprofit Corporation Exempt From Regulation by the Commission.

The Commission has, in fact, previously made a legal determination that a community which is indistinguishable from TVPOA in its operation of the sewer utility for a master planned residential subdivision, was exempt from regulation by the Commission pursuant to Tenn. Code Ann. Sec. 65-4-101(6)(E). Specifically, Fairfield Glade Community Club ("FGCC") was established in 1970 as a nonprofit corporation organized for the purpose of operating the master planned residential subdivision of Fairfield Glade in Crossville, Tennessee. (*See Charter of Fairfield Glade Community Club attached hereto as Exhibit L*). FGCC, just like TVPOA, was required from its inception to operate the sewer utility for the exclusive use of lot owners in Fairfield Glade, which similarly includes certain limited commercial amenities and lots intended to serve and benefit the residential community. (*Id.*).

The Commission and its predecessor entities have never regulated FGCC in its operation of the sewer utility for Fairfield Glade since 1970. (*See Current Listing of Water and Wastewater Utilities Regulated by the Commission Posted on the Commission's Website attached hereto as Exhibit M*). In 2008, legal counsel for FGCC sent a written inquiry to the Tennessee Regulatory Authority specifically to determine whether FGCC's proposal to provide sewer utility services to a commercial supermarket outside the boundaries of Fairfield Glade would negate its existing exemption from regulation by the Tennessee Regulatory Authority as a nonprofit corporation under Tenn. Code Ann. Sec. 65-4-101(6)(E). (*See correspondence from FGCC counsel Donald J. Scholes to Tennessee Regulatory Authority dated April 11, 2008 and June 24, 2008, attached hereto collectively as Exhibit N*) *(emphasis added)*.

In response to this inquiry, the General Counsel for the Tennessee Regulatory Authority expressly stated in correspondence dated June 25, 2008, as follows: "**Based upon the information you have provided in your April 16, 2008 and June 24, 2008 letters and through our discussion of this matter, the Legal Division of the Tennessee Regulatory Authority is of the opinion that because Fairfield Glade is a nonprofit corporation, a CCN is not required for its operation of a wastewater treatment system as you have described**." (*See correspondence from Tennessee Regulatory Authority General Counsel June 26, 2008, attached hereto as Exhibit O*) *(emphasis added)*. In making this legal determination, the Tennessee Regulatory Authority relied **exclusively** upon Tenn. Code Ann. Sec. 65-4-101(6)(E), which broadly exempted FGCC as a nonprofit corporation from regulation by the Tennessee Regulatory Authority. (*Id.*). The Tennessee Regulatory Authority determined that even despite providing sewer utility service to a commercial supermarket "located on real property which is contiguous to the Fairfield Glade Community", FGCC was still entitled to exemption from regulation by the Tennessee Regulatory Authority as a nonprofit corporation pursuant to Tenn. Code Ann. Sec. 65-4-101(6)(E). (*Id.*) *(emphasis added)*.

Based upon this legal precedent from the Tennessee Regulatory Authority's exemption of FGCC, TVPOA's own exemption from regulation by the Commission under Tenn. Code Ann. Sec. 65-4-101(6)(E) is unequivocal. In fact, TVPOA's exemption under Tenn. Code Ann. Sec. 65-4-101(6)(E) is even more clear in light of the fact that TVPOA does not provide water or sewer utility service to any lots outside of Tellico Village. Any attempt by the Commission to now deny TVPOA of its exemption from regulation by the Commission as a nonprofit corporation would not only violate Tenn. Code Ann. Sec. 65-4-101(6)(E) but would also violate the clear legal precedent created by the Tennessee Regulatory Authority's longstanding exemption of FGCC.

C. Tenn. Code Ann. Sec. 65-4-101(6)(E) Conferred a Vested Right to TVPOA for Exemption from Regulation by the Commission Which Cannot be Retroactively Removed.

It has long been recognized under Tennessee law that "statutes are presumed to operate prospectively unless the Legislature clearly indicates otherwise." *Nutt v. Champion Int'l Corp.*, 980 S.W.2d 365, 368 (Tenn. 1998). "The retrospective application of substantive legal changes that take away or impair vested rights acquired under existing laws... *is constitutionally impermissible*." *Doe v. Sundquist,* 2 S.W.3d 919, 923 (Tenn. 1999) (quoting *Morris v. Gross,* 572 S.W.2d 902, 907 (Tenn. 1978)) (emphasis added).

It is undisputed that Tenn. Code Ann. Sec. 65-4-101(6)(E) was in effect when TVPOA established and commenced water and sewer and utility operations in 1985, and for over twenty-five (25) years thereafter. Upon commencement of its water and sewer utility operations, TVPOA acquired a vested right to exemption from regulation by the Tennessee Regulatory Authority (now the Commission) pursuant to the plain language of Tenn. Code Ann. Sec. 65-4-101(6)(E). TVPOA has always relied upon and acted consistently with this statutory exemption from regulation by the Commission for forty (40) years.

When Tenn. Code Ann. Sec. 65-4-101(6)(E) was amended effective June 2, 2011, by Tenn. Code Ann. Sec. 65-4-101(6)(A)(v), the plain language of such amendment did not express any Legislative intent whatsoever for the amendment to apply retroactively. The Legislature could have expressly stated that Tenn. Code Ann. Sec. 65-4-101(6)(A)(v) applies retroactively, but it declined to do so. Thus, according to the well-established precedent of the Tennessee Supreme Court enumerated in *Nutt v. Champion,* the amendment could only be applied prospectively to other entities seeking exemption from regulation by the Commission after June 2, 2011. *See* 980 S.W.2d 365, 368 (Tenn. 1998).

Based upon the foregoing, TVPOA's entitlement to exemption from regulation by the Tennessee Regulatory Authority (now the Commission) became a vested legal right in 1985, when TVPOA commenced water and sewer utility operations for Tellico Village and continues today. At no point in its forty (40) years of utility operations has TVPOA ever waived or otherwise acted inconsistently with its vested statutory right to exemption from regulation by the Commission under Tenn. Code Ann. Sec. 65-4-101(6)(E). For the Commission to now seek regulation of TVPOA, contrary to TVPOA's reliance upon the protections afforded by Tenn. Code Ann. Sec. 65-4-101(6)(E) for forty (40) years, would infringe upon TVPOA's vested legal right in direct violation of the Tennessee Constitution.

III. THE COMMISSION'S INTENT TO EXEMPT TVPOA FROM REGULATION IS CONFIRMED BY ITS OWN CONDUCT.

The Tennessee Court of Appeals has expressly recognized that the Tennessee Regulatory Authority's (now the Commission's) interpretation of its own authority to regulate is evidence of the Legislature's intent in enacting its enabling legislation. *Consumer Advocate Div. v. Greer,* 967 S.W.2d 759, 761 (Tenn. Ct. App. 1998). Specifically, when evaluating the limited jurisdiction of the Commission, the Court held that "a state agency's interpretation of a statute that the agency is charged to enforce is entitled to great weight in determining legislative intent." *Id.* (citing *Nashville Mobilphone Co. Inc. v. Atkins,* 536 S.W.2d 335, 240 (Tenn. 1976)).

A. The Commission Admits it is Only Authorized to Regulate "Investor Owned Utilities".

The Commission's interpretation of its own enabling legislation and limited regulatory authority thereunder could not be more clear. Specifically, the Commission's own cover letter sent to the Governor of the State of Tennessee with its Annual Reports each and every year expressly describes the Commission's limited jurisdiction as follows: "**The Commission has**

jurisdiction over Tennessee's investor-owned utility companies including, electric, telephone, water and wastewater, and natural and methane gas."[2] (*See Tennessee Public Utility Commission 2022-2023 Annual Report attached hereto as Exhibit P* at p. i) *(emphasis added).* Next, the Commission's own Annual Reports include an opening statement each and every year in the "Commission Overview Section" which similarly describes the Commission's limited jurisdiction as follows: "**The Tennessee Public Utility Commission, formerly the Tennessee Regulatory Authority, is the governing body to regulate investor owned public utilities in Tennessee**." *(Id. at p. 1) (emphasis added).*

Moreover, in The Tennessee Blue Book, an official publication of the Tennessee Secretary of State, the Commission expressly describes its limited jurisdiction in the same manner as follows: "**The Commission has jurisdiction over Tennessee's investor-owned utility companies** including, electric, telephone, water and wastewater, and natural and methane gas." (*See Blue Book Section IV, Tennessee Public Utility Commission 2023-2024 at p. 551 attached hereto at Exhibit R*) *(emphasis added).* The Commission further sets forth its mission and purpose as follows: "**The Tennessee Public Utility Commission (TPUC), formerly the Tennessee Regulatory Authority (TRA), regulates investor owned utilities in Tennessee**." *(Id.) (emphasis added)*[3]

Even the Commission's own website provides that the "Commission is charged with the responsibility of setting the rates and service standards of '**privately owned**' telephone, natural

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[2] The Tennessee Attorney General defines "Investor-owned utility" on its website under "What are the 'terms' used in dockets?" as a "utility organized as a tax-paying business usually financed by the sale of securities." "Usually a corporation or partnership." *(See excerpt from Tennessee Attorney General website attached hereto as Exhibit Q).*

[3] Notably, the Consumer Advocate even stated on the Attorney General's Website that "The General Assembly established the Consumer Advocate in 1994 to represent and provide a voice for the interests of Tennessee consumers of *investor-owned utility services* (or "public utilities as defined in Tennessee law) before the Tennessee Public Utilities Commission or any other administrative, legislative or judicial body." *(See excerpts from the website of the Tennessee Attorney General attached hereto as Exhibit S).*

gas, electric and water utilities", which the Tennessee Attorney General expressly defines as "**investor-owned utilities**". *(See excerpts from the websites of the Commission and the Tennessee Attorney General attached hereto collectively as Exhibit T) (emphasis added).* Certainly, the Commission's express description of its own limited jurisdiction contained in its Annual Reports, its own official publication in the Tennessee Blue Book, and its own website make clear that it solely has authority to regulate "investor owned utility companies" and not "homeowners associations" or "cooperative nonprofit corporations", such as TVPOA. The Commission's own interpretation of its limited jurisdiction is consistent with the plain language of Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) and Tenn. Code Ann. Sec. 65-4-101(6)(E), which clearly exempt TVPOA from regulation by the Commission.

B. The Commission Has Chosen Not to Regulate TVPOA or any Similarly Situated Entity for Forty (40) Years.

For forty (40) years, the Tennessee Regulatory Authority, and later the Commission, has never sought to regulate TVPOA in any manner; never requested that TVPOA obtain a Certificate of Public Convenience and Necessity ("CCN")[4]; never requested that TVPOA pay any annual inspection fee; never requested that TVPOA file a tariff; and in fact, never even communicated with TVPOA for any reason whatsoever. (*See Exhibit F Benoit Affidavit as paragraph 8*). The Consumer Advocate has utterly failed to produce even one (1) scintilla of evidence to demonstrate that the Commission ever sought to exercise any regulatory authority over TVPOA in any manner in the forty (40) years that TVPOA has provided water and sewer utility services, simply because it does not exist.

[4] The Consumer Advocate asserts in its Petition that TVPOA violated various statutory provisions that the Commission is charged with enforcing for: failure to obtain a CCN, failure to pay an inspection fee, and failure to file a tariff. However, the Commission never once sought to regulate TVPOA or otherwise request any such information from TVPOA in its forty (40) years of utility operations.

Moreover, a review of the Commission's own website confirms that the Commission does not currently regulate any entities that are similarly situated to TVPOA. Indeed, the Commission does not presently regulate a single "homeowners association" or "cooperative nonprofit corporation" whose membership is limited to owners of lots in any subdivision. (*See Exhibit N*). This is despite the fact that Tennessee presently has roughly five thousand three hundred (5,300) homeowners associations, a number of which provide water and/or sewer utilities exclusively to their lot owner members, just like TVPOA. (*See Community Association Institute Statistical Review 2023 attached hereto as Exhibit U*). Further, a review of the eighteen (18) water and sewer utility providers presently regulated by the Commission reveals that seventeen (17) are clearly investor owned public utilities, without members, which operate for profit. (*See Exhibit M*). Whereas the lone remaining water and sewer utility provider regulated by the Commission appears to be a resort condominium rented primarily for transient, overnight guests, in the nature of a condominium "hotel", as defined under Tenn. Code Ann. Sec. 67-4-1401. (*Id.*).

Similarly, review of TDEC's searchable database on its website reveals that it has issued water operating permits to at least one hundred seven (107) homeowners associations, property owners associations, subdivisions, and resorts which appear on their face to provide water utility services exclusively to their property owner members, none of which are regulated by the Commission. (*See TDEC Listing of Water Operating Permits attached hereto as Exhibit V*). Available permitting records from TDEC reveal that TDEC has issued sewer operating permits to at least three (3) property owners associations containing commercial amenities and lots which provide sewer utility services to their property owner members, and which are also not regulated

by the Commission.[5] (*See TDEC Listing of Sewer Operating Permits attached hereto as Exhibit W*). It is known that many of these unregulated homeowners associations, property owners associations, subdivisions, and resorts contain ancillary commercial amenities and lots, just like Tellico Village, yet they have never been subject to regulation by the Commission. To now attempt to single out TVPOA for regulation, when the Commission has never in its history regulated TVPOA or any similarly situated entities, would violate the plain language of Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) and Tenn. Code Ann. Sec. 65-4-101(6)(E), the Commission's own clearly expressed admission of its limited jurisdiction, and TVPOA's vested legal right to exemption from regulation by the Commission under the Tennessee Constitution.

CONCLUSION

Based upon the foregoing, pursuant to Rule 1220-01-02-.03(2)(b and e) of the Rules of the Commission"), TVPOA respectfully moves to dismiss the Petition on grounds that the Commission lacks jurisdiction over TVPOA because TVPOA is exempt from regulation by the Commission under Tenn. Code Ann. Sec. 65-4-101(6)(B)(i) and Tenn. Code Ann. Sec. 65-4-101(6)(E). Thus, the Petition fails to state a claim upon which relief can be granted as a matter of law.

[5] TDEC does not provide a searchable database for sewer operating permits, but TDEC records confirm that it has issued sewer operating permits to *at least* three (3) large property owners associations, each of which contain various commercial amenities and lots.

Respectfully submitted this 18th day of August, 2025.

KENNERLY, MONTGOMERY & FINLEY, P.C.

By: _____

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CERTIFICATE OF SERVICE

I, hereby certify that on August 18, 2025, a true and correct copy of the foregoing was served via electronic mail, and upon request, a courtesy copy sent by U.S. mail:

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KENNERLY, MONTGOMERY & FINLEY, P.C.

By: _____
Kevin C. Stevens

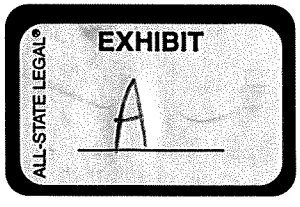
CONTRACT NO. TV-60000A

BETWEEN

THE TELLICO RESERVOIR
DEVELOPMENT AGENCY

AND

TENNESSEE VALLEY AUTHORITY



Contract No. TV-60000A

AGREEMENT

BETWEEN

THE TELLICO RESERVOIR DEVELOPMENT AGENCY

AND

TENNESSEE VALLEY AUTHORITY

THIS AGREEMENT, made and entered into this 25 day of August, 1982, by and between THE TELLICO RESERVOIR DEVELOPMENT AGENCY, an agency created under the laws of the State of Tennessee, organized and existing pursuant to Act of April 1, 1982, Pub. Ch. No. 679 (to be codified at 66 Tenn. Code Ann. Ch. 1 §§ 2-11) (hereinafter called "Agency"), and the TENNESSEE VALLEY AUTHORITY, a corporate agency and instrumentality of the United States, organized and existing pursuant to the Tennessee Valley Authority Act of 1933, 48 Stat. 58, as amended, 16 U.S.C. §§ 831-831dd (1976; Supp. IV, 1980) (hereinafter called "TVA");

W I T N E S S E T H:

WHEREAS TVA, pursuant to its statutory authority and as directed by Congress, is developing the Tellico project in Blount, Loudon, and Monroe Counties, Tennessee; and

WHEREAS as an integral part of the project, TVA acquired, in the name of the United States, land surrounding the reservoir to be used for industrial, residential, and commercial and public use recreational

purposes to help increase employment and further the orderly economic development of the project area as a demonstration that these goals can be accomplished through the proper use and development of this land; and

WHEREAS TVA desires to cooperate in the planning and implementation of these activities with State and local agencies in order to increase the public benefit to be derived from them; and

WHEREAS Agency, pursuant to its statutory authority, is empowered to participate in industrial, residential, and commercial and public use recreational development activities in cooperation with TVA and other organizations to further the economic development of the Tellico project area; and

WHEREAS TVA and Agency accordingly desire to cooperate in a project to further the economic development of the project area and by this agreement to define their respective responsibilities and obligations;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter contained, the parties agree as follows:

ARTICLE I

THE PROJECT

As set out in TVA's planning report No. 50-100, dated October 1963, the Tellico project on the Little Tennessee River is a multipurpose reservoir project. In addition to the navigation, flood control, and power aspects of the project, a major objective of the project is the development of the land surrounding the reservoir to

permit the project to make the maximum possible contribution to the economy of the region. In order to accomplish this goal, TVA acquired, in the name of the United States, shoreland identified for industrial, residential, commercial and public use recreational development.

Under this agreement, TVA and Agency will cooperate in the development, management, and sale of certain portions of this land to further the purposes for which it was acquired. TVA will, in accordance with sections 3.1 and 3.2 herein, sell or otherwise transfer the designated development land and easement land as shown on Attachment A to Agency, provide Agency with technical advice and assistance, and provide funding for specified purposes. Agency will develop, manage, and, except as provided by section 4.8, sell the development land; provide for the operation and maintenance of the easement land; and be responsible for providing all additional project financing. In this regard, TVA and Agency agree that all reviews and approvals to be provided or conducted under this agreement will be carried out expeditiously, in recognition that, in order to accomplish the project objectives and ensure orderly and proper development of the transferred land, time is of the essence.

For the purposes of this agreement, the terms used in this agreement shall be defined in accordance with the provisions of Article XVIII and Attachment B.

ARTICLE II

CONTINGENCIES

2.1 All obligations of TVA and Agency for the development, management, maintenance, and sale of the transferred land are subject to

Agency's purchase of the development land to be offered for sale by TVA under section 3.1.

2.2 All undertakings by TVA to provide funding under this agreement are subject to the availability of appropriated funds which are determined by TVA, in its sole discretion, to be sufficient to finance such undertakings.

2.3 All undertakings by Agency under this agreement, except for Agency's obligations to repay TVA as provided by Article VIII, are subject to the availability of adequate funds which are determined by Agency, in its sole discretion, to be sufficient to finance such undertakings.

2.4 All undertakings by TVA under this agreement are subject to TVA's obligations under Contract No. TV-53306A with Monroe County, Tennessee; Contract No. TV-56636A with the Little Tennessee River Port Authority; and Contract No. TV-56909A with the Eastern Band of Cherokee Indians; the TVA Act; and other applicable law.

ARTICLE III

OBLIGATIONS OF TVA

In addition to the other obligations contained in this agreement, TVA shall:

3.1 Upon the request of Agency, and in accordance with the provisions of the Tennessee Valley Authority Act or other applicable law, offer for sale within 60 days of such request at fair market value, as determined by TVA, the development land as shown on Attachment A, including the Tellico Parkway from the southern end of the Tellico Dam

reservation to its intersection with State Highway 72 as shown on Attachment A (more particularly described on TVA drawings 1101H201 through 1101H215, copies of which have been furnished to Agency, beginning with station No. 11+65 and ending with station No. 431+00), which shall be subject to the use restrictions of section 4.8, together with a second option on the land upon which Monroe County holds an option under Contract No. TV-53306A, should such option not be exercised by Monroe County under that agreement, and an option on the proposed Tellico Reservoir port facility, comprising approximately 47 acres more or less and located at Tellico River mile 19, should TVA decide to offer this tract for such purpose and subject to the requirement that this tract be utilized for public port purposes; provided, however, this sale shall not include any land or interests in land which may have been transferred to the Little Tennessee River Port Authority pursuant to the provisions of Contract No. TV-56636A. The fair market value established by TVA pursuant to this section shall take into account the proposed uses of such land as provided by the land use designations shown on Attachment A and as defined in Attachment B.

Any land or interests in land held by the Little Tennessee River Port Authority under Contract No. TV-56636A will be transferred to Agency under section 3.5. All options acquired and exercised by Agency under this agreement shall be subject to provisions of Article VIII.

3.2 In accordance with applicable law, within 30 days of the sale and purchase by Agency of the development land as provided in section 3.1, grant Agency a public use recreational easement on the easement land as shown on Attachment A; provided, however, upon

termination of this agreement, or, in the event that Agency ceases operation, such easement shall revert to the custody and control of TVA on behalf of the United States; provided, further, such reversion shall not affect the validity of any utility easements granted by Agency across such easement land with prior TVA approval or of any conveyances to third parties made in accordance with section 5.5. The land use designations on the public use recreational land may be changed to permit industrial, residential, or commercial recreational development thereon only with the prior concurrence of TVA and upon the purchase of the underlying fee on such land by Agency as provided in section 5.1.

3.3 Within 30 days of the sale and purchase by Agency of the development land as provided in section 3.1, assign all right, title, interest, and obligation that TVA may have in any outstanding lease, license, or option on such land, including any payments which may be due on a prorated basis thereon, to Agency; provided, however, agricultural licenses on such land shall not be assigned by TVA to Agency before December 15, 1982.

3.4 Within 30 days of the sale and purchase by Agency of the development land as provided in section 3.1, provide for the transfer to Agency of all unobligated funds on deposit in the development fund being administered by the Little Tennessee River Port Authority pursuant to the provisions of Article VI of Contract No. TV-56636A. These funds shall be used in accordance with the provisions of Article VI of this agreement.

3.5 Within 30 days of the sale and purchase by Agency of the development land as provided in section 3.1, provide for the transfer

to Agency of any land and interests in land held by the Little Tennessee River Port Authority pursuant to the provisions of Contract No. TV-56636A, including the land upon which the Little Tennessee River Port Authority holds an option subject to the option of Monroe County under Contract No. TV-53306A. Such land shall be developed, managed, and sold by Agency in accordance with Article V. All amounts due to TVA from the Little Tennessee River Port Authority under Contract No. TV-56636A and any options acquired and exercised by Agency pursuant to such agreement shall be subject to the provisions of Article VIII.

3.6 Remain solely responsible for the operation of Tellico Reservoir and for the management of all Tellico project land, including the Tellico Dam reservation and that part of the Tellico Parkway located thereon, which is not sold or otherwise transferred to Agency under this agreement. Management of such retained land by TVA shall be in accordance with the land use designations as shown on Attachment A, as they may be amended, and as defined in Article XVIII and Attachment B. In order to further the orderly development of the project area, TVA will consult with Agency regarding the use and disposition of those Tellico project lands which are retained by TVA and, for a period of 10 years from the date first above written, will not sell, transfer, or otherwise convey such land or management of such land to any third party unless it has first been offered to Agency on the same terms and conditions and Agency has elected not to exercise such right of first refusal; provided, however, such consultation and right of first refusal shall not be applicable to any projects to be conducted under Contract

No. TV-56909A between TVA and the Eastern Band of Cherokee Indians and Contract No. TV-53306A between TVA and Monroe County, Tennessee; provided, further, this provision shall in no way restrict TVA's ability to license this land to other organizations for TVA program purposes consistent with the land use designations; provided, further, except as specifically provided in this section, nothing herein shall limit TVA's right to otherwise dispose of retained land or landrights in accordance with the provisions of the TVA Act and other applicable law.

3.7 Within 10 days of the execution of this agreement, pay or provide for payment into the project administrative fund established pursuant to Article X of an amount not to exceed Three Hundred Thousand Dollars ($300,000) to be used in accordance with the provisions of Article X; provided, however, based upon the availability of funds, TVA may pay this amount into the fund in such installments and at such times as TVA may determine to be appropriate.

3.8 Designate a TVA staff person to work with Agency on a day-to-day basis to coordinate TVA's activities with Agency and to provide such other technical advice and assistance as Agency may reasonably request.

ARTICLE IV

OBLIGATIONS OF AGENCY

In addition to the other obligations contained in this agreement, Agency shall:

4.1 Provide for the development, management, and, except as provided by section 4.8, sale of the development land and the operation

and maintenance of the easement land in accordance with the provisions of this agreement and, except as variances are otherwise approved by TVA, the development standards contained in Attachment B; provided, however, this provision shall in no way limit Agency's ability to adopt additional standards which are not in any way inconsistent with or are not in derogation of the provisions of this agreement or the development standards contained in Attachment B. Subject to the requirements of applicable Federal, State, and local laws and regulations and this agreement, Agency shall take such actions and enter into such agreements as it determines are necessary to implement this agreement.

4.2 With the advice of TVA, hire a qualified administrator to provide, on a full-time basis, for the management of Agency's activities under this agreement.

4.3 Within 30 days of the execution of this agreement, request the sale of the development land as provided in section 3.1. If such land is sold at public auction, Agency agrees to appear at any such sale and bid the minimum upset price as established by TVA pursuant to section 3.1. Agency's payments to TVA for such land shall be made in accordance with Article VIII.

4.4 Be responsible for the development, management, and sale of the transferred land in accordance with the provisions of Article V and applicable law.

4.5 Use all proceeds received by Agency from the development, management, and sale of the transferred land and all other project-related income to further the industrial, residential, and commercial and public use recreational development and management of such land,

including administrative expenses of Agency not otherwise paid pursuant to section 4.6; maintain the Tellico Parkway; and repay TVA in accordance with the provisions of this agreement.

4.6 During the period TVA is providing partial funding of administrative costs in accordance with sections 3.7 and 10.4, provide that all such expenditures be made in accordance with an annual budget which has previously been approved by TVA. A revised budget may be submitted to TVA for its approval whenever any significant change to the existing budget is deemed to be necessary by Agency.

4.7 Have the right to borrow money or issue bonds or other instruments of indebtedness encumbering the development land or any revenues or rents therefrom; provided, however, that land designated for industrial purposes pursuant to Attachment A or which may be changed to industrial use, as provided in section 3.2, and any revenues or rents therefrom shall not be encumbered or pledged except to provide funds for industrial development purposes and no such encumbrance shall extend to any amounts due to TVA under section 8.1; provided, further, the Tellico Parkway, easement land, and any revenues or rents therefrom shall not be mortgaged, encumbered, or subject to lien for any purpose except for utility easements as provided in section 3.2. The terms and conditions of such bonds or other instruments of indebtedness shall be subject to TVA's prior review for consistency with Agency's repayment and development obligations to TVA. Once TVA's written concurrence is obtained, the provisions of this agreement shall not be construed to constitute a mortgage on behalf of TVA or otherwise encumber the development land except for the right of reentry as provided in section 9.2.

4.8 Be responsible for the operation and maintenance of that part of the Tellico Parkway transferred to Agency under section 3.1 as a public road, in accordance with applicable county maintenance specifications, and, as funds are available, upgrade this road to conform to other applicable county standards, if necessary; provided, however, once the road is upgraded to such standards, Agency shall take all reasonable actions to transfer it to the appropriate State or local governments in accordance with the provisions of section 5.5. Subject to TVA's review and approval, the actual direct costs to Agency incurred under this section, not otherwise paid or reimbursed to Agency by any third party, for such purposes shall be credited against the payment due to TVA under Article VIII; provided, however, Agency shall be eligible for such credit for any amounts paid or reimbursed to it for such purposes by Blount, Loudon, or Monroe County or any political subdivision thereof.

4.9 Provide for the operation, maintenance, and, in the event of destruction, reconstruction of the public use recreation areas constructed by TVA and transferred to Agency under section 3.2 in accordance with the development standards contained in Attachment B. Subject to TVA's review and approval, the total actual direct costs to Agency for such operation, maintenance, and reconstruction, not otherwise defrayed by the proceeds from day use or operating licenses or paid or reimbursed to Agency by any third party for such purposes, shall be credited against any payment due to TVA under Article VIII; provided, however, Agency shall, as approved by TVA, be eligible for such credit for any amounts paid or reimbursed to it for such purposes by Blount, Loudon, or Monroe County or any political subdivision thereof. The

parties recognize the importance of recreation to the total development of the Tellico project and agree that all funds available and reasonably required shall be used to operate and maintain such areas; provided, however, to the extent consistent with reasonable utilization of these areas by the public, Agency may reduce such actual direct costs through granting, for a reasonable fee, day or overnight use and operating licenses for these areas.

4.10 Cooperate with TVA, Blount, Loudon, and Monroe Counties, and such other Federal, State, and local agencies and private businesses as may be appropriate for the development, management, and sale of the development land and the operation and maintenance of the easement land. In addition to the project funding provided by TVA under sections 3.4 and 3.7, funds realized from borrowing and the issuance of bonds, from the sale, lease, or license of the transferred land, and other project-related income, Agency shall apply for and seek funding from the counties in which proposed development activities are planned and other Federal, State, and local agencies and private businesses for project purposes; provided, however, this provision shall not be interpreted to require such Federal, State, county, and other local agencies to provide such funds.

4.11 With the prior approval of TVA, have the right to grant, with or without charge, utility easements over, across, and on the easement land.

ARTICLE V

DEVELOPMENT, MANAGEMENT, AND SALE OF
THE TRANSFERRED LAND

5.1 Development, management, maintenance, and sale of the transferred land shall be in accordance with the land use designations shown on Attachment A, as defined in Article XVIII and Attachment B, or any revision thereof as agreed to pursuant to this section and the development standards contained in Attachment B. TVA and Agency shall, periodically or as required, review the land use designations and the development standards and make such changes to both as the parties may mutually agree are required to enhance or further the development of the transferred land; provided, however, land designated as public use recreation areas may not be redesignated for industrial, residential, or commercial recreational purposes unless Agency has purchased, in accordance with applicable law, the underlying fee on such land from TVA. In such event, TVA shall be paid for this land in accordance with the provisions of Article VIII.

5.2 Access to the Tellico Reservoir across land owned by the United States, in the custody and control of TVA, and the construction of water use facilities on such land and on the reservoir shall be in accordance with TVA's access procedures for Tellico Reservoir, a copy of which is attached hereto as Attachment C.

5.3 Notwithstanding the provisions of section 5.1, the development land may be licensed on an interim basis for agricultural and open space purposes subject to a 30 day termination clause should

this land be required for development purposes; provided, however, those individuals from whom TVA acquired land for project purposes shall be given preference in obtaining interim agricultural licenses in accordance with a policy adopted by Agency and approved by TVA.

5.4 Any transferred land or interests in such land shall be sold, leased, or licensed by Agency at a minimum upset price, rental, or lease payment which shall be not less than the appraised fair market value of the unimproved land or interests in land at the time of sale, lease, or license by Agency.

5.5 Notwithstanding the requirements of section 5.4, with TVA's prior approval, Agency may dedicate for public uses or convey without charge to other State and local government agencies and organizations any interest which it holds in any portion of the transferred land on the condition that it be developed and used for public purposes. In this event, Agency shall not be obligated to make such payments as are required under section 8.1 for this land.

5.6 Agency shall provide TVA with a copy of all deeds, leases, or licenses for the sale or use of the transferred land and of all additional standards adopted by Agency under section 4.1 within 30 days of the date of execution of such documents or the issuance of such standards.

5.7 Sales or leases of land by Agency shall contain in the deeds of conveyance or lease agreements provisions establishing covenants and rights of enforcement by Agency and TVA of the land use designations and development standards of TVA or Agency in effect pursuant to this agreement at the time of such sales or leases in such form as TVA

and Agency shall establish with a term not to exceed 50 years. The form of such provisions shall be established by Agency and TVA prior to the first conveyance of such land by Agency; provided, however, these provisions may later be modified as determined by TVA and Agency to be required for project purposes. As a minimum, such provisions shall require that all development proposals, involving land sold or leased for a term of over five years, prepared after the sale or lease of such land be submitted, prior to the initiation of any development activity, for third-party review in accordance with section 5.8.

5.8 Agency shall establish procedures, subject to TVA's approval, under which a third party, mutually agreed to by TVA and Agency, reviews all development proposals, agreements, and leases with terms of over five years and all modifications or amendments thereto and certifies to TVA that the proposed transactions as contained in said proposals, agreements, and leases are in conformity with the land use designations and the development standards in Attachment B, as they may be amended; that the sales or other price as indicated in said proposals, agreements, and leases is not less than the fair market value as established by sections 5.4 and 8.1; and that such documents include requirements for compliance with applicable environmental laws and regulations. All development proposals whenever prepared or submitted shall contain the information specified in Attachment B hereto.

5.9 The parties hereto acknowledge that, prior to the execution of this agreement, TVA has solicited proposals for the development of the designated commercial recreational portion of the development land lying east of U.S. Highway 411, the specifications for which and

the evaluation thereof were developed with the review and approval of Blount, Loudon, and Monroe Counties. In order to facilitate the orderly development of this land, Agency hereby agrees to cooperate with TVA, after execution of this agreement, by assuming and continuing any ongoing negotiations with prospective developers begun by TVA based upon these specifications and jointly participating with TVA in all such negotiations.

ARTICLE VI

PROJECT INDUSTRIAL DEVELOPMENT FUND

6.1 Agency shall establish a project industrial development fund (herein called "development fund") which shall consist of: (a) all funds paid to Agency pursuant to section 3.4; and (b) all interest, dividends, or other amounts which may accrue on these funds while on deposit in the development fund.

6.2 The development fund shall be administered by Agency with all persons authorized to deposit or disburse such funds to be bonded as required by applicable law.

6.3 All amounts in the development fund, when not required for project purposes, shall be invested in United States or other TVA-approved securities or in interest-bearing accounts in banks or savings and loan associations; provided, however, that except for funds that are being temporarily held pending investment or deposit, the amount in any such accounts shall not exceed the amounts for which such accounts are insured by the Federal Deposit Insurance Corporation, the Federal

Savings and Loan Insurance Corporation, or secured by United States or other TVA-approved securities pledged for that sole purpose.

6.4 All amounts in the development fund shall be disbursed by Agency for individual industrial development projects approved by TVA and Agency and as may otherwise be approved by TVA for project purposes.

6.5 When required by Agency for operation and maintenance of the public use recreation areas or the Tellico Parkway, any interest, dividends, or other amounts accruing on the development fund may, with TVA's approval, be used to supplement the funds available under section 7.2; provided, however, Agency shall not be entitled to claim a credit under sections 4.8 and 4.9 for such amounts.

ARTICLE VII

FINANCIAL MANAGEMENT

7.1 All project expenditures by Agency under this agreement shall be made in accordance with the terms and conditions of this agreement, Agency's enabling legislation, and applicable State law.

7.2 Proceeds received from the sale, lease, or license of development land, except as provided in section 5.3, after payment to TVA under section 8.1, shall be managed by Agency in accordance with the accounting principles and procedures set out in Attachment D hereto.

7.3 Agency shall establish and maintain such a system of accounting for project purposes as may be required by applicable State law; provide TVA with an annual audit report; and permit TVA, its agents, and the United States General Accounting Office, during ordinary

business hours, to examine related financial records to verify the accuracy of the amounts received and disbursed by Agency.

ARTICLE VIII

REPAYMENT TO TVA

8.1 Following the sale, lease, or license of any development land or interest in such land, except for interim uses as provided for by section 5.3, Agency shall pay TVA, as provided in section 8.2, 50 percent of the unimproved land value derived from such sale, lease, or license; provided, however, Agency, subject to TVA's prior review as provided by sections 4.8 and 4.9, shall be entitled to deduct from such payments all amounts expended by Agency for the operation, maintenance, and improvement of the Tellico Parkway pursuant to section 4.8 and for the operation, maintenance, and reconstruction of public use recreation areas pursuant to section 4.9. Agency hereby grants TVA a security interest in the contract rights and general intangibles established under this section and, in this regard, shall not otherwise pledge, mortgage, or encumber any such amounts due or which become due to TVA. Agency shall execute such appropriate documentation to this effect as TVA may require.

8.2 Unless deferred by TVA, as provided by section 8.3, the payments due to TVA under section 8.1, less any credits claimed under such section, shall be deposited, within 30 days of their receipt by Agency, into two separate Agency escrow accounts to be known as the public use recreational reserve and TVA repayment escrow accounts. Deposits into the public use recreational reserve account shall be

made until the balance on deposit in this account equals the previous two years' expenditures for which Agency was provided with credits for costs incurred under section 4.9; provided, however, for the first two years following the execution of this agreement this amount shall be such an amount as may be agreed by the parties to be sufficient for this purpose. After such account reaches this balance, all additional funds received shall be deposited in the TVA repayment escrow account. Amounts on deposit in the repayment escrow account will be withdrawn by Agency and paid to TVA at least monthly, unless requested by TVA more frequently. All amounts on deposit in these accounts shall not be subject to lien or attachment by any creditor or on account of any claim or legal action against Agency.

8.3 Notwithstanding the provisions of section 8.1, if requested, TVA may defer payment into the public use recreational reserve and TVA repayment escrow accounts of such amounts as may be required to meet Agency's administrative expenses as defined by section 10.4; provided, however, unless extended by TVA, all amounts so deferred shall be paid by Agency out of its share of project proceeds into these accounts within three years of the date the deferral is approved.

ARTICLE IX

TERMINATION OF AGREEMENT

9.1 If, at the end of two years after the execution of this agreement, Agency has not completed all of the following: hired a project administrator in accordance with section 4.2, requested the sale

of the development land in accordance with section 4.3, held at least semiannual meetings of its directors, solicited proposals for the development of the development land, submitted a project budget to TVA for approval in accordance with section 4.6, and taken any actions to operate and maintain the Tellico Parkway or the public use recreation areas, TVA, at any time within one year after such two-year period, in its sole discretion as agent of the United States, shall have the right, upon providing Agency with 30 days' written notice of its intention to do so, to reenter and retake possession of all transferred land which has not been sold by Agency for project purposes. Thereafter TVA will hold and possess the same as if no conveyances thereof had been made; provided, however, such termination shall not affect the validity of any mortgages, sales, leases, encumbrances, easements, or sales contracts made by Agency prior to such termination in accordance with the provisions of this agreement or of any bonds issued pledging this land as security and approved by TVA in accordance with the provisions of this agreement. In the event of such termination, TVA shall thereafter be solely responsible for the management of all land retaken, including the land to which an easement was granted under section 3.2. Provisions to this effect will be included in the deeds of the land to be sold under section 3.1 and the easement granted under section 3.2.

9.2 In the event of termination of this agreement by mutual agreement of TVA and Agency or in the event Agency ceases operation, TVA shall have the right to reenter and retake possession of all transferred land which has not been sold by Agency for project purposes and to hold and possess the same as if no conveyances thereof had been made;

provided, however, such termination shall not affect the validity of any mortgages, sales, leases, encumbrances, easements, or sales contracts made by Agency prior to such termination or of any bonds issued pledging this land as security and approved by TVA in accordance with the provisions of this agreement. In the event of such termination, TVA shall thereafter be solely responsible for the management of all land retaken, including the land to which an easement was granted under section 3.2. Provisions to this effect will be included in the deed of the land to be sold under section 3.1 and the easement granted under section 3.2.

ARTICLE X

PROJECT ADMINISTRATIVE FUND

10.1 Agency shall establish a project administrative fund (herein called "administrative fund") which shall consist of: (a) all funds paid or directed to be paid into it by TVA pursuant to section 3.7; and (b) all interest, dividends, or other amounts which may accrue on these funds while on deposit in the administrative fund.

10.2 The administrative fund shall be administered by Agency with all persons authorized to deposit or disburse such funds to be bonded as required by applicable law.

10.3 All amounts in the administrative fund, when not required under section 10.4, shall be invested in United States or other TVA-approved securities or in interest-bearing accounts in banks or savings and loan associations; provided, however, that except for funds that are being temporarily held pending investment or deposit, the amount in any such accounts shall not exceed the amounts for which such accounts are

insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or secured by United States or other TVA-approved securities pledged for that sole purpose.

10.4 Following approval by TVA of Agency's annual administrative budget, as provided in section 4.6, all amounts in the administrative fund may be disbursed by Agency to pay 50 percent of Agency's actual direct administrative costs incurred in accordance with this budget as approved by TVA. Such costs shall include, but not be limited to, the salaries and overheads of the project administrator and the administrator's staff, office rental and utilities, legal, engineering, accounting, and consulting fees, postage, office equipment, and transportation costs incurred by Agency.

ARTICLE XI

RIGHTS OF ENFORCEMENT

In the event Agency has substantially failed to comply with any of the material terms and conditions of this agreement, TVA shall, in addition to the rights of termination provided for under Article IX, have the right in any court having jurisdiction to seek an injunction or writ of mandamus or institute such other legal proceedings as may be available to ensure that Agency complies with such terms and conditions.

ARTICLE XII

FEDERAL FINANCIAL ASSISTANCE

Agency shall comply with the requirements of Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973,

and the Age Discrimination Act of 1975, and TVA regulations thereunder issued at 18 C.F.R. parts 1302, 1307, and 1309, the provisions of which, and all future amendments of such statutes and regulations, are incorporated by reference as a part of this agreement. In carrying out its obligations under this Article, Agency shall comply with the requirements of Attachment E, which is an integral part of this agreement. Agency shall make the information set out in Attachment E available in a form accessible to persons who do not understand written English, including the visually impaired, in a manner to be determined by Agency and TVA.

ARTICLE XIII

EQUAL EMPLOYMENT OPPORTUNITY

Agency shall comply with the Equal Opportunity provisions of Attachment F and the Certification of Nonsegregated Facilities of Attachment G, the provisions of both being incorporated by reference as a part of this agreement.

ARTICLE XIV

PERSONS NOT AGENTS OF TVA

14.1 Neither Agency nor any persons performing services under this agreement, other than actual employees of TVA, shall be considered as agents or employees of the United States, TVA, Blount, Loudon, or Monroe County, and the United States, TVA, Blount, Loudon, and Monroe Counties and their agents and employees assume no liability to Agency or to any third party for any damages to property, both real and personal,

or personal injuries, including death, which might arise out of or be in any way connected with any act or omission on the part of Agency or any such persons.

14.2 Blount, Loudon, and Monroe Counties shall not be liable for any contractual or other obligations of Agency, including any obligations which arise under this agreement, and are under no duty to perform services, have any obligation with respect to funds received, or have any obligation to provide funds. No obligation of Agency under this agreement shall be or become an obligation of the Counties without the prior approval of the Counties in accordance with applicable law.

ARTICLE XV

PERSONS NOT TO BENEFIT

No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA, Agency, or Blount, Loudon, or Monroe County or any municipalities thereof shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to a corporation or unit of Government contracting for its or for the public's general benefit or to prohibit an officer, employee, special Government employee, or agent of TVA, Agency, or Blount, Loudon, or Monroe County or any municipalities thereof from participating in the project on the same basis as the general public; nor shall Agency offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary

value, except as provided in 18 C.F.R. § 1300.735-12 or -34. Breach of this provision shall constitute a material breach of this agreement.

ARTICLE XVI

ADMINISTRATION OF AGREEMENT

For purposes of this agreement, the Manager of the Office of Economic and Community Development or his designee shall act for TVA, and the Chairman of the Board of Agency or Agency's designee shall act for Agency.

ARTICLE XVII

THIRD PARTIES

Notwithstanding any other provisions of this agreement that may be interpreted to the contrary, this agreement shall not be construed to confer any benefits or rights on any third party except such benefits or rights which may be specifically set out herein.

ARTICLE XVIII

DEFINITIONS

For the purposes of this agreement, in addition to the definitions contained in Attachment B, the following definitions shall be applicable:

18.1 Transferred land. All land acquired by TVA in the name of the United States for the Tellico project lying above the 820 msl contour and designated as either development land or easement land

except for project land adjacent to Watts Bar Reservoir where the Structure Profile shall be 750 msl rather than 820 msl.

18.2 Development land. Transferred land which is designated as industrial, residential, and commercial recreational areas or cultural/public use/open space areas to be transferred to Agency as shown on the map attached hereto as Attachment A.

18.3 Easement land. Those portions of the transferred land which are designated for public use recreational purposes as shown on the map attached hereto as Attachment A.

18.4 Cultural/public use/open space areas. Tellico project land which is either to be transferred to Agency as shown on Attachment A or to be retained by TVA and managed so as to protect and enhance the cultural resources and scenic amenities of the project area; provide a buffer between incompatible or contrasting land uses; provide areas for passive or informal recreational purposes such as primitive camping, picnicking, hiking, fishing, and hunting; and permit complementary agricultural, forestry, and wildlife utilization of this land. Where cultural or scenic resources exist, appropriate activities may also be conducted to ensure that these resources are developed, interpreted, and protected and public access is accordingly limited or controlled.

18.5 Natural/wildlife areas. Tellico project land to be retained by TVA and managed so as to protect and enhance the natural qualities of the area around the reservoir that provide important habitat for resident and migratory wildlife; provide areas for passive or informal recreational purposes such as primitive camping,

picnicking, hiking, fishing, and hunting; and permit complementary agricultural and forestry utilization of this land.

18.6 Retained land. All Tellico project land acquired by TVA in the name of the United States for the Tellico project lying above the 820 msl contour which shall be retained by TVA and which shall be managed, used, or disposed of in accordance with this agreement.

18.7 Industrial development areas. Tellico project land which is either to be transferred to Agency as shown on Attachment A or to be retained by TVA and used for manufacturing, storage, warehousing, ports, and shipping buildings and facilities, and other related activities which may serve to directly encourage the creation of jobs in the project area.

18.8 Land use designations. The allocation of project land for permitted purposes as shown on the map attached hereto as Attachment A and as defined by Attachment B.

18.9 Fair market value. The price that unimproved land would bring when offered for sale by one who wants to sell but is not forced to sell and sought by one who would like to buy but is not required to buy, with the seller being allowed a reasonable time to find a purchaser.

18.10 Appraised fair market value. The fair market value of development land as established by a trained appraiser familiar with the project area, selected from a panel of qualified appraisers mutually agreed to by TVA and Agency, and established through an appraisal conducted within the last six months.

18.11 Minimum upset price. The appraised fair market value of a tract of property established for purposes of an auction sale or other transfer to be conducted, an amount below which will not be accepted for the sale or transfer of this property.

18.12 Unimproved land value. The fair market value of a tract of property established as though no onsite development activities had been conducted thereon by Agency, pursuant to this agreement, but taking into account the enhancement in value to such property resulting from offsite improvement activities conducted by Agency or any third parties.

18.13 Site development activities. Activities conducted by Agency on development land intended to encourage the sale or other transfer of this property to a third party.

ARTICLE XIX

ENTIRE AGREEMENT

This agreement contains the entire agreement and understanding between TVA and Agency, and there are no oral understandings, terms, or conditions not herein recited, and neither party has relied upon any representations, express or implied, not contained in this agreement. All prior understandings, terms, or conditions are deemed to be merged in this agreement and the same may not be changed or supplemented orally by either party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective duly authorized representatives as of the day and year first above written.

ATTEST:

Assistant Secretary

TENNESSEE VALLEY AUTHORITY

By
W. F. Willis
General Manager

Rdk
OGC

ATTEST:

THE TELLICO RESERVOIR DEVELOPMENT AGENCY

By
Chairman of the Board

Approved by TVA
Board of Directors
AUG 25 1982
ASSISTANT SECRETARY

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Contract No. TV-60000A
Supplement No. 1

SUPPLEMENTAL AGREEMENT

BETWEEN

THE TELLICO RESERVOIR DEVELOPMENT AGENCY

AND

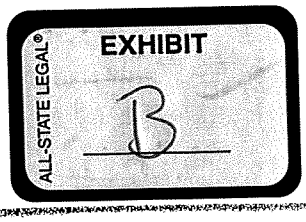
TENNESSEE VALLEY AUTHORITY

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 21 day of March, 1985, by and between the TELLICO RESERVOIR DEVELOPMENT AGENCY, an agency created under the laws of the State of Tennessee, organized and existing pursuant to Act of April 1, 1982, Pub. Ch. No. 679 (to be codified at 66 Tenn. Code Ann. Ch. 1 §§ 2-11) (hereinafter called Agency) and the TENNESSEE VALLEY AUTHORITY, a corporate agency and instrumentality of the United States, organized and existing pursuant to the Tennessee Valley Authority Act of 1933, 16 U.S.C. §§ 831-831dd (1982) (hereinafter called TVA);

W I T N E S S E T H:

WHEREAS on August 25, 1982, TVA and Agency entered into Contract No. TV-60000A which provided for the development of certain Tellico reservoir project shoreland designated for industrial, residential, and commercial and public recreational development uses; and

WHEREAS, pursuant to Contract No. TV-60000A, on December 22, 1982, TVA conveyed 11,102.6 acres of Tellico reservoir shoreland designated for such purposes to be developed in accordance with the development standards and land uses contained therein; and



WHEREAS, in order to further such development, Agency has requested certain changes to Contract No. TV-60000A and the attached land use designations and development standards; and

WHEREAS TVA has determined that such changes are compatible with proper Tellico project comprehensive development;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter contained, the parties agree as follows:

I

CHANGE OF DEVELOPMENT STANDARDS

In order to permit more effective development of large tracts of land designated under Contract No. TV-60000A for residential uses, for which a developer's master plan has been prepared, the parties wish to provide that such master plan, when approved by TVA and Agency, shall be substituted for the requirements of the development standards for the Tellico project. Accordingly, section 1.030 of Attachment B to Contract No. TV-60000A is changed to read as follows:

> 1.030 Applicability. These development standards and the land uses set out herein are applicable to all land and interests in land conveyed by TVA, on behalf of the United States, to Agency pursuant to the provisions of Contract No. TV-60000A; provided, however, that with respect to planned unit development for residential purposes proposed for tracts containing 1,000 acres or more by a single developer, such development can, upon request of Agency, be carried

[illegible] in accordance with a master plan prepared and submitted to Agency and approved by TVA. In such event, and for all purposes of Contract No. TV-60000A, said master plan will govern the development, maintenance, management, and sale of all land encompassed within an approved master plan on the same basis as under the development standards. The districts are based on The Tellico Land Use Plan, as approved by the Tellico Area Planning Council.

II

CHANGE OF LAND USE DESIGNATION

2.1 Under land use designations established by section 5.1 of Contract No. TV-60000A and Attachment A thereto and a special warranty deed from TVA, as agent for the United States, dated December 22, 1982, a copy of which is filed in the Loudon County Register's Office in Deed Book 148, page 870, Tract No. XTELR-12, containing 516 acres, is designated for commercial recreation development. Such tract in its entirety, as shown marked in red on Attachment A hereto, is hereby redesignated for residential development.

2.2 Under section 5.1 of Contract No. TV-60000A and Attachment A thereto and the aforesaid special warranty deed, Tract No. XTELR-20, containing 436 acres, is designated as a cultural public use open space area. A parcel of land of approximately 91 acres contained within the boundaries of such tract, as shown marked in red on Attachment B hereto, is hereby redesignated for commercial recreation development.

III

MODIFICATION OF REPAYMENT PROVISIONS

Notwithstanding the repayment requirements as provided in article VIII of Contract No. TV-60000A, as changed by this supplement, if requested by Agency and approved by TVA, Agency may make time payments of amounts due to TVA from the sale, lease, or license of project land; provided, however, such time payments shall be subject to such terms and conditions as may be mutually agreed to by TVA and Agency, including but not limited to interest rates, term of repayment, and security requirements.

IV

MANAGEMENT OF SHORELINE STRIP

4.1 Under Contract No. TV-60000A and the aforesaid special warranty deed, the Tellico reservoir waterfront boundary of all project land transferred to Agency is the 820 msl contour, with title to land below said contour remaining in the United States. The parties hereby agree to cooperate to ensure the efficient management of the United States's land, hereinafter the "shoreline strip," which lies between the 820 and 805 msl contours of Tellico reservoir and which abuts Tract Nos. XTSLR-12, -14, and -18 as described in the aforesaid special warranty deed, consistent with the right of the public to use such land and the right of use and peaceful enjoyment by owners of abutting land. Accordingly, TVA will establish, with the concurrence of Agency, rules

relating to the management of the shoreline strip and its use by the public and by the abutting property owners. Such rules shall, among other things, permit access by abutting property owners across the shoreline strip to Tellico reservoir. Any revision of said rules by TVA shall require the concurrence of both Agency and any property owners association which may be formed by and include all owners of the aforesaid tracts or lots located thereon. Agency shall enforce such rules and be responsible for maintaining the shoreline strip in a neat appearance and preventing any offensive uses thereon. TVA shall retain the right concurrently to enforce the rules. Agency's rights and responsibilities under this paragraph can be assigned with the prior written approval of TVA.

4.2 Rules promulgated pursuant to this article shall be in effect during the term of the covenants contained in a TVA-approved master plan, the initial term of which shall not exceed 26 years, which are properly implemented by the aforesaid property owners association; provided, however, in the event that Agency or Agency's assignee violates or fails to enforce such rules, TVA shall have the right to require their enforcement or terminate them for cause.

4.3 Nothing in this article shall restrict the use of the shoreline strip by TVA for reservoir maintenance or operations or for any other purpose whatsoever, and in no way constitutes or evidences approval of TVA, within the meaning of Section 26a of the Tennessee Valley Authority Act of 1933, as amended, of any structure or facility to be constructed upon the shoreline strip.

V

ESTABLISHMENT OF TELLICO PARKWAY RESERVE ACCOUNT

In order to establish a Tellico Parkway reserve account for operation, maintenance, and improvement of the Parkway, to meet archaeological and cultural resources requirements, and to make other changes, section 8.2 of Contract No. TV-60000A is changed to read as follows:

8.2 Unless deferred by TVA, as provided by section 8.1, the payments due to TVA under section 8.1, less any credits claimed under such section, shall be deposited, within 30 days of their receipt by Agency, into three separate Agency escrow accounts to be known as the public use recreational reserve account, the Tellico Parkway reserve account, and the TVA repayment escrow account as follows:

(a) Deposits into the public use recreational reserve account shall be made in such amounts as may be approved by TVA.

(b) Deposits in the Tellico Parkway reserve account shall be made in such amounts as may be approved by TVA.

(c) All additional funds received in excess of such amounts shall be deposited in the TVA repayment escrow account. Amounts on deposit in the repayment escrow account will be withdrawn by Agency and paid to TVA at least monthly, unless requested by TVA more frequently.

As property in which TVA has an interest, all amounts on deposit in these accounts shall not be subject to lien or attachment by any creditor or on account of any claim or legal action against Agency.

VI

EFFECT OF REMAINING TERMS AND CONDITIONS

Except as specifically changed or modified by this Supplement No. 1, the other terms and conditions of Contract No. TV-60000A remain in full force and effect as the continuing obligations of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement No. 1 to Contract No. TV-60000A by their respective duly authorized representatives as of the day and year first above written.

ATTEST:

Helen S. Drummer
Assistant Secretary

TENNESSEE VALLEY AUTHORITY

By W. F. Willis
W. F. Willis
General Manager

LWL
OGC

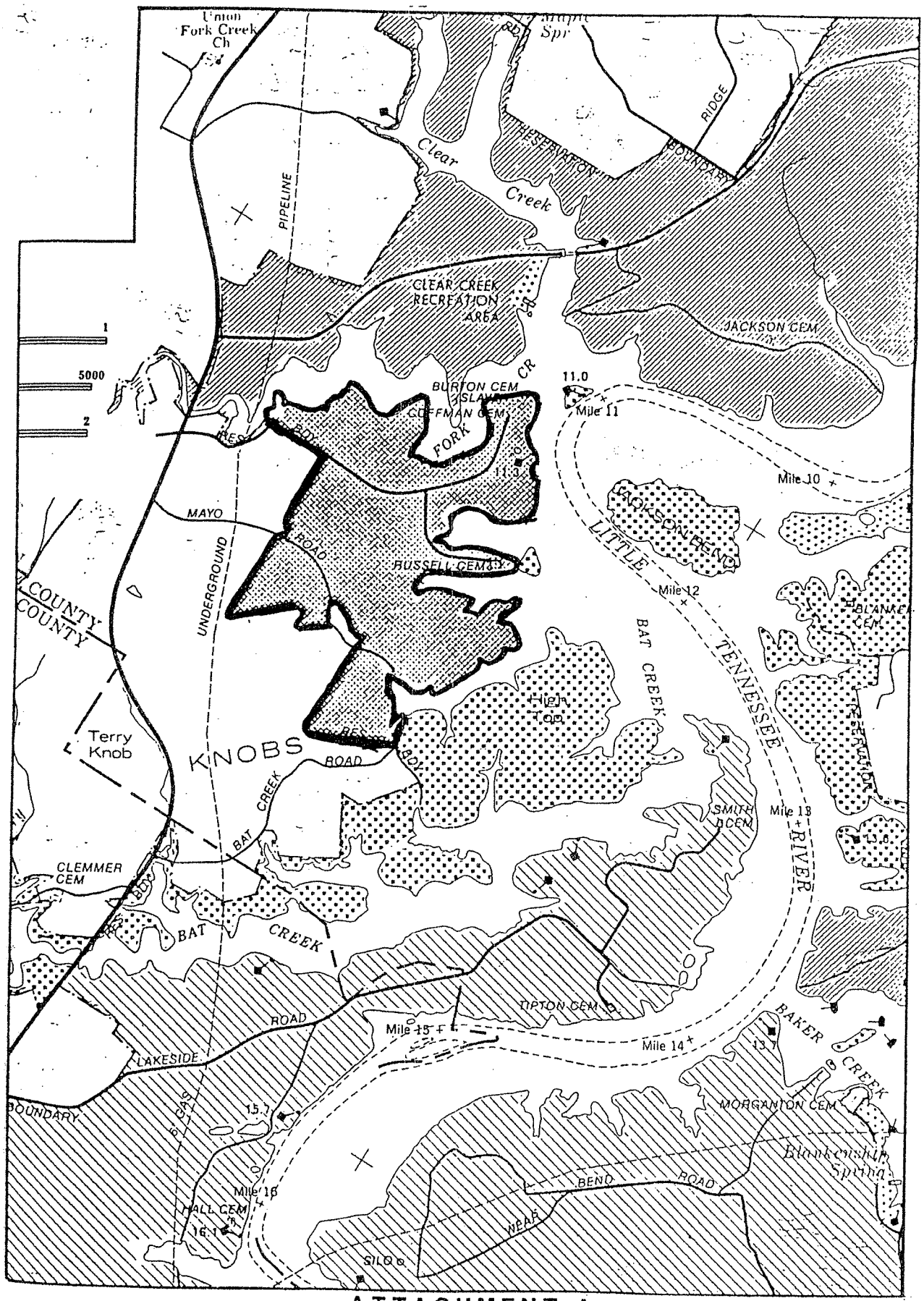
Approved by TVA
Board of Directors
FEB 26 1985
ASSISTANT SECRETARY

ATTEST:

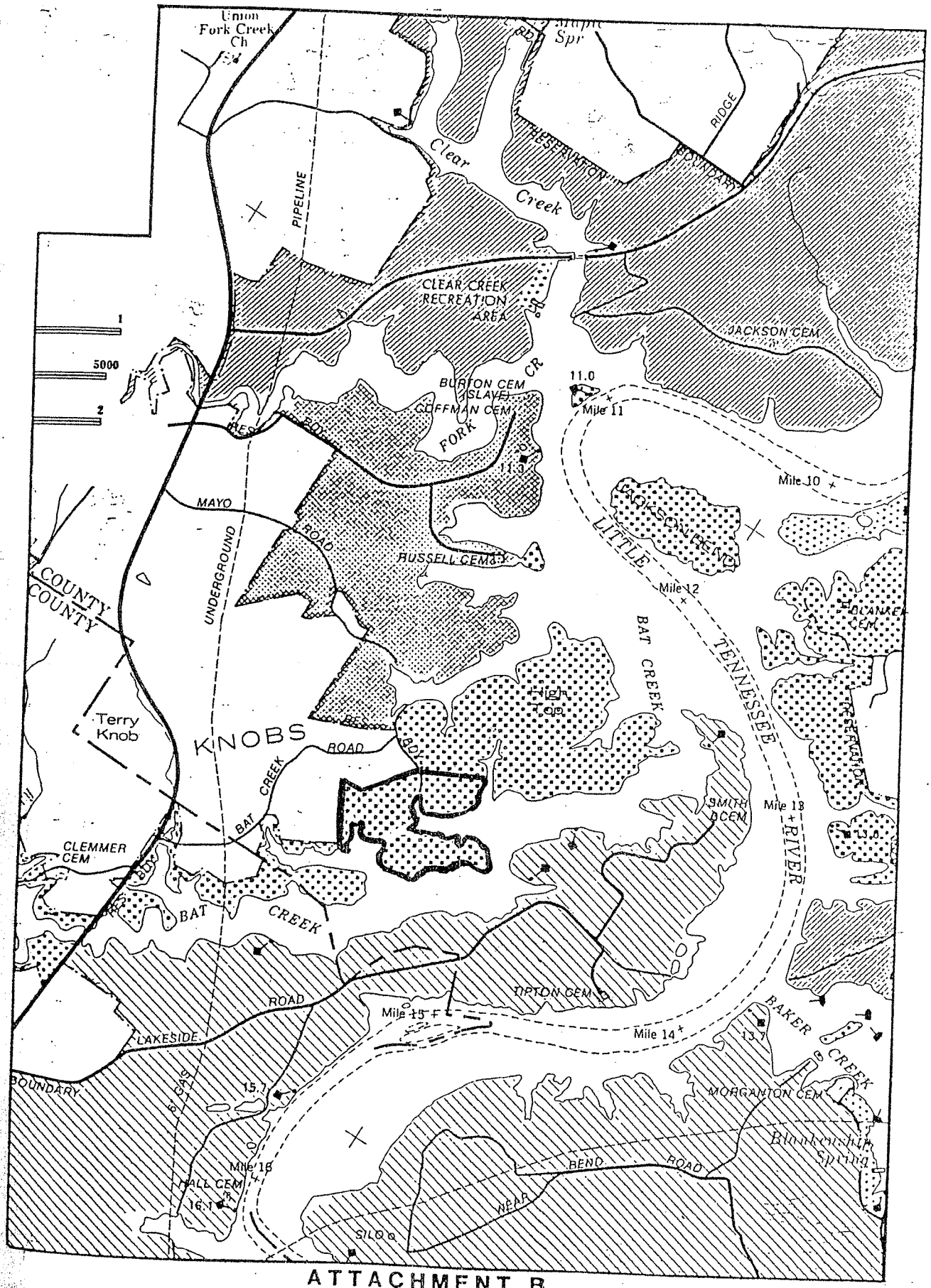
David Blair
Secretary

THE TELLICO RESERVOIR DEVELOPMENT AGENCY

By Paul E. Gilleon
Executive Director



ATTACHMENT A



ATTACHMENT B

AGREEMENT

AGREEMENT made this 22nd day of September, 1983, by and between Cooper Communities, Inc. (CCI), a Delaware corporation, and The Tellico Reservoir Development Agency (TRDA), an agency created under the laws of the State of Tennessee pursuant to Acts 1982 (Adj. S), ch. 679, codified at Sec. 64-1-701 et seq. Tennessee Code Annotated.

WITNESSETH:

WHEREAS, TRDA, pursuant to its statutory authority was created for the purpose of developing and effectuating a program for the comprehensive development of certain lands lying within the Tennessee Valley Authority Tellico Reservoir project area, and

WHEREAS, CCI and TRDA desire to cooperate in a project to further the economic development of the project area and by this agreement to define their respective responsibilities and obligations;

NOW, THEREFORE, for and in consideration of the covenants and other considerations stated herein, the parties agree as follows:

1. CCI proposes to master plan a phased residential community development within the project area including residential and commercial lots and common properties. Common properties shall mean and refer to those lands intended to be devoted to the common use and enjoyment of the lot owners and shall specifically include all roads and streets, greenbelt areas and recreational amenities.

2. CCI will construct within the master-planned community the following recreational amenities as common properties:

a. One 18-hole championship golf course.

b. One golf clubhouse.

c One recreation center including swimming and tennis.

d. One yacht and country club facility.

3. CCI will provide for the engineering and construction of all roads and all water distribution and sewer collection lines necessary to service the developed residential and commercial lots within the project, it being understood that such water distribution and sewer collection lines to the project shall be provided in the manner set forth in Paragraph 9 (b) herein.

4. CCI will provide additional recreational amenities if sufficient sales occur. Such additional amenities can and may include the following:

a. An additional 18-hole golf course.

b. An additional recreational center including swimming and tennis.

c. An additional recreational amenity to be located on that portion of the property not contiguous to the larger residentially zoned parcel.

5. Before any plat is recorded and before any lots are sold, CCI will create an incorporated non-profit Property Owners Association (POA) and record covenants which automatically make every lot owner an association member, give him the right to use the common property, and establish his voting right in the association and his obligation to pay assessments. It shall be

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EXHIBIT
C

the purpose of the POA to establish for lot owners the exclusive right of enjoyment of the common areas and to assure the maintenance and operation of each for its intended use and provide for the security of the community.

6. At closing, TRDA shall transfer approximately 4,806 acres to CCI, approximately 3,143 acres of which shall be developed as residential and commercial lots and approximately 1,663 acres of which shall be developed by CCI as common properties. Said transfer shall be subject to easements, restrictions and development standards approved by the parties prior to closing.

7. CCI shall reconvey to TRDA all common properties as they are developed. Such reconveyance shall occur as plats reflecting these common areas are recorded or at least annually thereafter. CCI agrees not to mortgage any unplatted properties nor any platted properties until the common properties reflected on said plats have been reconveyed to TRDA.

8. TRDA agrees to lease simultaneously with each reconveyance, all such common properties to the POA for a term of 99 years from the date of the initial lease. As rental for the full term of the lease for any or all of the common properties, TRDA shall be paid the sum of FIFTY-SIX MILLION SEVEN HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS ($56,799,765.00) in annual installments to be paid on the first anniversary of the lease and annually thereafter as follows:

Year	Lease Amount	Cumulative Lease Amount
1	166,300	166,300
2	174,615	340,915
3	182,930	523,845
4	191,245	715,090
5	199,560	914,650
6	207,875	1,122,525
7	216,190	1,338,715
8	224,505	1,563,220
9	232,820	1,796,040
10	241,135	2,037,175
20	324,285	4,905,850
30	407,435	8,606,025
40	490,585	13,137,700
50	573,735	18,500,875
60	656,885	24,695,550
70	740,035	31,721,725
80	823,185	39,579,400
90	906,335	48,268,575
99	981,170	56,799,765

Provided however, at anytime after the 20th anniversary of the lease, the POA shall have the right, privilege and option to purchase the common areas at a price of $20,000,000.00, or the then current appraised market value, whichever is higher. In the event such option is exercised, the preceding ten (10) annual payments shall be applied as a credit against the purchase price.

9. The purchase price for the above described property shall be paid by CCI to TRDA in cash and commitments in the total amount of $10,400,000.00 as follows:

a. CCI will pay TWO MILLION DOLLARS in cash at closing.

b. CCI will purchase water and sewer revenue bonds up to $2,500,000.00 which TRDA shall cause to be issued for the purpose of designing, engineering

and constructing water distribution and sewer collection lines to the project and through the project along the Tellico Parkway, all of which work shall be performed by CCI.

c. CCI will design and construct at a cost of $5,900,000.00 the amenities named in Paragraph 2 hereof, all of which shall be completed within thirty-six (36) months of closing. Upon completion of these amenities, CCI will convey to TRDA the above mentioned amenities persuant to Paragraph 7.

10. CCI will cause construction of a minimum of thirty (30) dwelling units during the first full year following closing in order to stimulate the further construction of housing within the proposed development.

11. It is understood by the parties that no closing shall occur and that CCI shall incur no obligations unless and until each of the following has been completed:

a. All requirements of the Interstate Land Sales Full Disclosure Act, 15 USCA Sec. 1701 et seq. and its implementing regulations have been complied with and approval has been obtained from the Office of Interstate Land Sales Registration, United States Department of Housing and Urban Development of the statement of record and property report to be filed with that agency.

b. All licenses, permits, approvals, regulations, restrictions, authorizations, and contracts pertaining to CCI's development plan from utilities, county, state, federal agencies or governments have been received and are satisfactory to CCI.

c. This agreement is also subject to a property appraisal and to be in conformity with the TVA/TRDA contract in regard to TVA's right to review contained therein.

12. Closing shall occur at the earliest practical date and the parties shall take all reasonable action to secure an early closing, but in no event later than 12 months from the date hereof.

IN WITNESS WHEREOF, the parties hereunto have set their hands this 22nd day of September, 1983.

ATTEST:

COOPER COMMUNITIES, INC.
Richard H. Smith
Assistant Secretary

COOPER COMMUNITIES, INC.

BY: _____
President

ATTEST:

TELLICO RESERVOIR
DEVELOPMENT AGENCY
David Black
Secretary

TELLICO RESERVOIR DEVELOPMENT AGENCY

BY: _____
Chairman

AGREEMENT

AGREEMENT made this 19 day of SEPT., 1984, by and between COOPER COMMUNITIES, INC. (CCI), a Delaware corporation, and the TELLICO RESERVOIR DEVELOPMENT AGENCY (TRDA), an agency created under the laws of the State of Tennessee, organized and existing pursuant to Acts 1982 (Adj.S), Ch.679, codified at §64-1-701 et seq. Tennessee Code Annotated.

WITNESSETH:

WHEREAS, on the 22nd day of September, 1983, the parties hereto executed an agreement for the sale of certain lands within the Tennessee Valley Authority Tellico Reservoir project area to Cooper Communities, Inc. for certain considerations and upon certain conditions, which agreement will expire twelve (12) months from its execution and these parties are desirous of amending and extending essential terms of said agreement; and

WHEREAS, TRDA is statutorially enabled to enter into such contracts and cooperative agreements with private corporations as its board of directors may deem necessary or convenient to enable it to carry out its purposes; and

WHEREAS, TRDA, pursuant to its statutory authority was created for the purpose of developing and effectuating plans and programs for the comprehensive development of certain lands lying within the Tennessee Valley Authority Tellico Reservoir project area; and

WHEREAS, CCI and TRDA desire to cooperate in a project to further the economic development of the project area and by this agreement to define their respective responsibilities and obligations; and

WHEREAS, CCI has prepared and submitted for the consideration of TRDA a master plan in seven (7) volumes for the development of 4,592 acres within the Tellico Reservoir project area as a planned recreation, vacation and retirement community; and

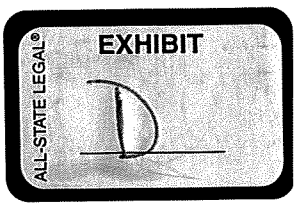
WHEREAS, TRDA, through its directors, employees, attorneys and agents have investigated the resources of the Tellico Reservoir project area and the master plan developed by CCI;

NOW, THEREFORE, for and in consideration of the covenants and other considerations stated herein, the parties agree as follows:

1. TRDA agrees to sell and CCI agrees to purchase certain real property identified by reference to a special warranty deed between the TENNESSEE VALLEY AUTHORITY (TVA), as legal agent for the United States of America and TRDA dated December 22, 1982 and recorded in the Loudon County Register's office on January 28, 1983 in Deed Book 148, Page 870, which deed is incorporated herein by reference. These properties are specifically identified as follows:

(a) Tract No. XTELR-12, Exhibit B to the special warranty deed, containing a net total of 516 acres, more or less.

(b) Tract No. XTELR-14, Parcel No. 1, Exhibit C to the special warranty deed containing a net total of 3,410 acres, more or less.



(c) Tract No. XTELR-18, Exhibit C to the special warranty deed containing a net total of 666 acres, more or less.

2. The purchase price for the above described property shall be paid by CCI to TRDA in cash and in commitments to land improvement as follows:

(a) CCI will pay $2,000,000.00 in cash at closing.

(b) CCI will design and construct the infrastructure lines for the water distribution and sewer collection systems at a construction cost of not less than $2,500,000.00, as set out in Paragraph 6 hereof.

(c) CCI will design and construct the amenities named in Paragraph 4 hereof, all of which shall be completed within thirty-six (36) months of the closing of this transaction, at a construction cost of not less than $5,900,000.00.

3. CCI agrees to institute development of the above described land according to the 7-volume Master Plan for the Development of Tellico Village dated September 12, 1984, which Master Plan is incorporated herein by reference.

4. CCI agrees to construct within Tellico Village certain recreational amenities as described in Volume II of the Tellico Village Master Plan, including:

(a) Chota Recreation Center (swimming pool, exercise area and tennis)

(b) Toqua Championship Golf Course (6,970 yards, 18 holes, irrigated)

(c) Toqua Golf Center (pro shop, restaurant, cart storage)

(d) Tellico Yacht and Country Club (restaurant, lounge, meeting rooms)

5. CCI will provide engineering services and all construction of the road system necessary to service the developed residential and commercial lots within Tellico Village as proposed and to specifications as set forth in Volume III of the Tellico Village Master Plan.

6. CCI will provide for the engineering and construction of the water distribution and sewer collection systems necessary to service the developed residential and commercial lots within Tellico Village as set forth in Volume IV of the Tellico Village Master Plan. In addition, CCI will provide engineering services and all construction for the installation of water distribution and sewer collection lines to and through the project along the Tellico parkway, all as set forth in Volume IV of the Master Plan.

7. CCI agrees to create a non-profit corporation to be known as the Tellico Village Property Owners Association to provide for the management of the planned community, all as set forth in Volume V of the Tellico Village Master Plan. The Tellico Village Property Owners Association (TVPOA) shall own, manage, operate and maintain the central water and sewer systems which will serve the development and shall

lease, manage, operate and maintain all of the common areas including amenities and roads.

8. By its execution of this agreement, TRDA, pursuant to its statutory directive as set forth in T.C.A. §64-1-705 et seq., adopts the Tellico Village Master Plan incorporated herein by reference as its comprehensive development plan for the economic growth and residential, recreational, and commercial development of the lands which are the subject of this agreement. TRDA agrees to convey or cause to be conveyed the lands described herein to CCI by general warranty deed free and clear of and unencumbered by that certain agreement between TVA and TRDA entered into on August 25, 1982 and designated in TVA records as Contract No. TV-60000A and all other encumbrances except those affecting the described lands as specifically set out in the special warranty deed referred to in Paragraph 1, and except as set out in Paragraph 10.

9. Approximately 1,663 acres of all lands transferred at closing shall be developed by CCI as common properties, including amenities as described in Paragraph 4, and roads as discussed in Paragraph 5, and shall be reconveyed to TRDA as they are developed. Such reconveyance of undeveloped common areas shall occur within twelve (12) months of the recording of plats reflecting these common areas; however, common areas upon which amenities are required by Paragraph 4 shall not be reconveyed until all construction is complete; provided however, CCI agrees to reconvey common properties reflected upon the first recorded subdivision concurrently with the recordation of said plat, which will occur on the date of closing, in order to trigger commencement of the lease agreement referred to in Paragraph 11 and the rental payments due thereunder.

10. CCI agrees not to mortgage any unplatted properties nor to mortgage or otherwise further encumber any platted properties until the common properties reflected on said plats have been reconveyed to TRDA.

11. TRDA agrees to enter into a master lease of all common property reconveyed as described in Paragraph 9 hereof whereby all such common property is leased to the TVPOA simultaneously with each reconveyance for a term of ninety-nine (99) years from the date of the first reconveyance to TRDA of any common property pursuant to Paragraph 9 hereof. As rental for the full term of the lease for any or all of the common properties, TRDA shall be paid on the first anniversary of the closing and annually thereafter as follows:

Year	Annual Lease Amount	Cumulative Lease Amount
1	$ 166,300	$ 166,300
2	174,615	340,915
3	182,930	523,845
4	191,245	715,090
5	199,560	914,650
6	207,825	1,122,525
7	216,190	1,338,715
8	224,505	1,563,220
9	232,820	1,796,040

Year	Annual Lease Amount	Cumulative Lease Amount
10*	$ 241,135	$ 2,037,175
20	324,285	4,905,850
30	402,435	8,606,025
40	490,585	13,137,700
50	573,735	18,500,875
60	656,885	24,695,550
70	740,035	31,721,725
80	823,185	39,579,400
90	906,335	48,268,575
99	981,170	56,799,765

Provided however, at anytime after the 20th anniversary of the lease, the POA shall have the right, privilege and option to purchase the common areas at a price of $20,000,000.00, or the then current appraised market value, whichever is higher. In the event such option is exercised, the preceding ten (10) annual payments shall be applied as a credit against the purchase price.

12. CCI will construct or cause to be constructed not less than thirty (30) dwelling units within 24 months following the closing of this sale in order to stimulate the further construction of housing within Tellico Village.

13. TRDA, at the closing of this agreement, will grant to CCI a perpetual, alienable and releaseable easement on, in, over and under the Tellico Parkway easement for the purpose of installation, construction or maintenance of the facilities contemplated in the Tellico Village Master Plan, which facilities shall not interefere with the utilization of the Tellico parkway as a roadway either as presently constructed or as hereafter improved.

14. It is understood and agreed by the parties hereto that this contract is conditioned upon the occurrence of each of the following and that no closing shall occur nor shall CCI or TRDA become obligated to perform any of their agreements herein unless and until the completion of each of the following:

(a) All requirements of the Interstate Land Sales Full Disclosure Act, 15 USCA §1701 et seq. and its implementing regulations have been complied with and approval has been obtained from the Office of Interstate Land Sales Registration, United States Department of Housing and Urban Development of the statement of record and property report to be filed with that agency.

(b) All licenses, permits, approvals, regulations, restrictions, authorizations and contracts pertaining to CCI's development plan from utilities, county, state, federal agencies or governments have been received and are satisfactory to CCI.

*After year 9, annual installments shall continue proportionately throughout the term of the lease. Representative annual payments and cumulative totals at 10 year intervals are reflected for perspective only.

(c) Written approval by TVA of this contract and TVA's agreement to comply with all requirements set out herein as and if they relate to TVA. TVA approval shall reflect third-party review in compliance with Section 5.8 of Contract No. TV-60000A, dated August 25, 1982 for conformity with the land use designations and development standards therein as amended. Such written concurrence shall be in a form acceptable to TRDA and CCI and snall be secured within 90 days of the execution of this agreement.

15. Closing shall occur at the earliest practicable date and the parties shall take all reasonable action to secure an early closing, but in no event later than six (6) months from the date hereof.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement by their respective duly authorized representatives as of the day and year first above written.

ATTEST:

Secretary

COOPER COMMUNITIES, INC.

BY: President

ATTEST:

Secretary

THE TELLICO RESERVOIR DEVELOPMENT AGENCY

BY: Chairman of the Board

ADDENDUM AGREEMENT

WHEREAS, on the 19th day of September, 1984, COOPER COMMUNITIES, INC. (CCI) and the TELLICO RESERVOIR DEVELOPMENT AGENCY (TRDA) entered into an agreement to which they now desire to append this addendum agreement.

NOW, THEREFORE, for and in consideration of the covenants and considerations in the agreement referred to and the mutual agreements stated herein,

These parties agree that this contract is not assignable by either party prior to full performance of the contract without the written consent of the non-assigning party.

IN WITNESS WHEREOF, these parties have executed this addemdum agreement by their respective duly authorized representatives this 22nd day of October, 1984.

ATTEST:

Larry W. Garrett, Secretary

COOPER COMMUNITIES, INC.:

BY _____
John A. Cooper, Jr., President

ATTEST:

David T. Black, Secretary

TELLICO RESERVOIR DEVELOPMENT AGENCY:

BY _____
H. Ross Wilkerson, Chairman

43

MASTER PLAN

LAND USE ELEMENT

VOLUME I

Tellico Village

TENNESSEE

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EXHIBIT
E

Cooper Communities, Inc.

P.O. BOX 60 BENTONVILLE, ARKANSAS 72712 AREA CODE 501-273-3559

John A. Cooper, Jr.
PRESIDENT

December 16, 1985

TELLICO RESERVOIR DEVELOPMENT AGENCY
P. O. Box 39
Vonore, Tennessee 37885

Gentlemen:

I am pleased to enclose herewith the final Tellico Village Master Plan which shall serve as the development standards for Tellico Village pursuant to our negotiations and the approval of TRDA and TVA reflected by the letters therefrom attached hereto.

This document consists of the initial version of the Tellico Village Master Plan submitted to you on September 12, 1984, as modified by the negotiated Revisions to the Master Plan volume dated April, 1985, together with certain subsequent changes hereinafter discussed and which we believe to be of a non-substantive nature.

Since submission of the above initial Master Plan and the Revisions Volume, certain changes were made in some of the charts and drawings to reflect required modifications to acquire needed TVA, Corps of Engineers and other agency permits, additions or substitutions have been made for agreements and other instruments subsequently received or to reflect the final executed versions thereof, minor modifications were made to the Declaration and Protective Covenants to comply with our discussions with TVA and requirements made by the Office of Interstate Land Sales Registration, and some minor adjustments were made in order to correct typographical or consistency problems. It is noted that the Master Plan is intended to be conceptual in nature and, therefore, this document is not intended to be accurate in technical detail and additional modifications will be required as development proceeds in keeping with the flexible nature of the document.

We trust that you will find the enclosure in keeping with our agreements. It is requested that after closing both you and the TVA maintain a copy of this Master Plan in your offices so that it may be made available for review by interested parties during normal business hours upon

reasonable notice in writing. Additional copies as needed will be provided to you upon request.

Your cooperation in the preparation of this comprehensive plan for the development of Tellico Village has been sincerely appreciated and we look forward to the commencement of this exciting project.

Sincerely,

John A. Cooper, Jr.

JAC,Jr:rm

Enclosures

TENNESSEE VALLEY AUTHORITY
KNOXVILLE, TENNESSEE 37902

JUN 5 1985

Mr. H. Ross Wilkerson, Chairman
Tellico Reservoir Development Agency
Route 2, Box 301
Lakeside Drive at Highway 72
Vonore, Tennessee 37885

Dear Mr. Wilkerson:

In accordance with your September 20, 1984 request, we have reviewed the proposed Tellico Village Master Plan for the development of 4,592 acres of Tellico Reservoir project land by Cooper Communities, Inc. (CCI), of Bentonville, Arkansas. TVA's review also included CCI's revisions to the proposed Master Plan submitted by its letters dated April 29, May 22, and May 28, 1985, to TVA and the Tellico Reservoir Development Agency (TRDA) which are on file with both TVA and TRDA. We have also reviewed the September 19, 1984 agreement between TRDA and CCI and the March 21, 1985 addendum to that agreement, both of which are included in the Master Plan.

The land that will comprise Tellico Village was transferred by TVA to TRDA by a special warranty deed dated December 22, 1983, recorded in the Office of the Loudon County Register of Deeds on January 28, 1983, in Deed Book No. 148 at page 870, and in the Office of the Monroe County Register of Deeds on January 28, 1983, in Deed Book No. 163 at page 461, and is designated in that deed as Tract Nos. XTELR-12, -14, and -18. Under the deed, this land is subject to the terms and conditions of Contract No. TV-60000A, as supplemented, between TVA and TRDA, including the land use designations and development standards contained therein. Under Contract No. TV-60000A, as supplemented, changes to the land use designations and development standards are to be approved by TVA and TRDA. The Tellico Village Master Plan contains changes in land use designations and, for purposes of developing Tellico Village, replaces the development standards in their entirety.

The Master Plan, as revised by CCI, including the agreement and addendum between CCI and TRDA, is approved by TVA.

Sincerely,

TENNESSEE VALLEY AUTHORITY

W. F. Willis
General Manager

OGC

An Equal Opportunity Employer

STATE OF TENNESSEE)
) SS
COUNTY OF KNOX)

I, Deborah Joan Thomas, a Notary Public in and for the above-named county and State, hereby certify that W. F. Willis, whose name, as General Manager of the Tennessee Valley Authority, a corporate instrumentality and a duly authorized legal agent of the United States of America, is signed to the foregoing letter dated June 5, 1985, and who is known to me, acknowledges before me on this day that, being informed of the contents of the said letter, he, in his capacity as General Manager and with full authority, executed the same for and as the act of said Tennessee Valley Authority.

Given under my hand and seal of office this 5th day of June, 1985

Deborah Joan Thomas
Notary Public

My commission expires: 2/18/86

MEMORANDUM

TO: Cooper Communities, Inc.

FROM: Tellico Reservoir Development Agency

DATE: June 5, 1985

Dear Mr. Cooper:

This will advise that Tellico Reservoir Development Agency (TRDA) has received from the Tennessee Valley Authority (TVA) a letter dated June 5th, 1985, wherein TVA has approved the Tellico Village Master Plan, as revised, of Cooper Communities, Inc., (CCI) for the development of the Tellico Village Project. This is further to advise that TRDA approves the Tellico Village Master Plan, as revised, which has been submitted by CCI for the development of the Tellico Village Project. Therefore, pursuant to Section I of the Supplemental Agreement between TRDA and TVA, Contract No. TV-60000-A, Supplement No. 1, the Tellico Village Master Plan, as revised, which has been previously submitted by CCI for development of the 4,592 acres known as the Tellico Village Project shall be substituted for the requirements of the development standards as set forth in Contract No. TV-60000-A between TVA and TRDA. The Chairman of the Board of Directors of TRDA executes this letter pursuant to authority vested in him by virtue of a resolution passed by the Board of Directors of TRDA in its regular session assembled on the 21st day of March, 1985, and on the 5th day of June, 1985.

TELLICO RESERVOIR
DEVELOPMENT AGENCY

BY _____
Ross Wilkerson,
Chairman

Attest:-

_____
David T. Black,
Secretary

STATE OF TENNESSEE)
SS
MONROE COUNTY)

Before me, the undersigned authority, a Notary Public of said state and county, personally appeared ROSS WILKERSON, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Chairman of the Board of Directors of TELLICO RESERVOIR DEVELOPMENT AGENCY, who acknowledged that he executed the above letter by virtue of the authority vested in him by the Board of Directors of Tellico Reservoir Development Agency and for the purposes therein contained.

Witness my hand and seal at office this 5 day of June, 1985.

NOTARY PUBLIC

My commission expires:

8-31-86.

TELLICO VILLAGE MASTER PLAN

VOLUME I: LAND USE PLAN

Submitted to: Tellico Reservoir Development Agency
Vonore, Tennessee

Prepared for: Cooper Communities, Inc.
Bentonville, Arkansas

Prepared by: Cooper Consultants
Bella Vista, Arkansas

DECEMBER 1985

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1. Planning Concepts
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FOREWORD

The Historic Significance of the Little Tennessee River Valley

Duane H. King

The Little Tennessee River Valley is one of the most significant archaeological areas in the eastern United States. More than 285 sites have been recorded on land purchased by the Tennessee Valley Authority in the Tellico Reservoir. Human inhabitation in the valley has been continuous for more than 8,000 years. Fabric impressions on clay hearths found at the Ice House Bottom Site near Ft. Loudoun provide the earliest evidence of weaving in the South-Eastern United States (8,000 B.C.). Cultural deposits on some of the sites can be found at depths in excess of 15 feet. Because of the intense archaeological investigations prior to the close of the Tellico Dam, much of what is known about the pre-history of the South Appalachian area comes from this river valley.

The first Europeans to contact Indians in this region were the Spanish explorers of the mid 16th century. Recent reevaluations of the journey of Hernando DeSoto (1539-1541) and the Don Pardo expedition (1556-1557) suggest that both explorers may have visited the lower Little Tennessee River Valley. The town of Satapo visited by Don Pardo is very likely the historic town of Settacoo located at the mouth of Citico Creek. Based on the records of these early explorers it appears that the inhabitants of this valley spoke a language other than Cherokee. Cherokee place names were reported by DeSoto and Pardo on the eastern side of the Appalachian summit. According to Cherokee oral tradition, the Cherokees displaced Muskogean speakers in the lower Hiwassee and the Little Tennessee Valleys about the beginning of this historic period. Throughout the 18th century the primary occupants of the Little Tennessee River Valley were Cherokees.

In 1721 the town of Tunnissee, located near Bacon Bend became the capital by virtue of being the residence of the newly elected "Emperor of the Cherokee Nation". In 1730 a new election was held and Moytoy of great Tellico became Emperor. He was killed in a battle against the French in 1741 and was succeeded by his nephew, Ammonscossittee. After a long power struggle between the Tellico-Hiwassee and emerging political factions along the Little Tennessee, the council at Chota succeeded in having their chief named Emperor in 1753. Old Hop, as he was known to the whites, served in this capacity until his death in 1760. His power was due primarily to the strength of his council, which included, Attakullakulla the best known Cherokee diplomat of the 18th century, Occonostota, the great warrior and head of the military organization,

Ostenaco who had formerly been with the Tellico-Hiwassee association and subsequently become governor of Tommotley, Long Jack of Tunnissee, and Cheulah of Citico.

In 1756, at the urging of the Chota council, the colonies of Virginia and South Carolina both built forts in the overhill country. The Virginia fort was located near Nine Mile Creek upstream from Chota. The South Carolina fort called Ft. Loudoun was built on a hillside upstream from the mouth of the Tellico. During construction, the South Carolina garrison resided in Tommotley, which in 1756, was the westernmost Cherokee town. The Timberlake map of 1762 shows two additional towns downstream, Tuskeegee adjacent to Ft. Loudoun and Mialaquo located at Rose Island. Timberlake visited the Overhill country as part of a peace initiative following a war which included the destruction of the Lower Towns by Col. Archibald Montgomery in 1760 and the Middle Towns by Lt. Col. James Grant in 1761, the surrender of Ft. Loudoun and the massacre of the British garrison on August 10, 1760.

In 1776 Cherokee war parties launched a surprise attack on white settlements in Eastern Tennessee. Old Abram led war parties from Talassee, Chilhowie, and Settico against the Nolichuckey settlements and besieged Ft. Casswell on the Watonga River. The Raven of Chota with warriors from Toqua and Chota destroyed white settlements in the Carters Valley area. Dragging Canoe with warriors from Tommotley, Mialaquo, Tuskeegee and the Tellico River attacked the Holston settlements. Dragging Canoe was seriously wounded at the battle of Island Flats on July 22, 1776. In the fall of 1776, frontiersmen from Virginia destroyed most of the Cherokee settlements on the Little Tennessee River. They burned the town of Mialaquo where Draggin Canoe defiantly displayed the scalps of whites on poles in the front of his house and the town of Tussegee where a youth by the name of Samuel Moore had been burned at the stake.

As a result of conflict, Dragging Canoe wanted to abandon the towns along the Little Tennessee River Valley and establish new towns on the Hiwassee which was farther from the frontier. The older chiefs wanted to rebuild the towns on the Little Tennessee and remain neutral during the American Revolution. Because of the disagreement, Dragging Canoe with six to seven hundred warriors and their families established new settlements along Chickamunga Creek near Chattanooga.

In 1780-1781, the towns along the Little Tennessee were burned again in retaliation for forays conducted by Dragging Canoe's warriors. By 1784, Chota had only 30 houses but was still one of the largest towns in the Little Tennessee Valley. In June of 1788, the principal chief Old Tassel, Old Abram of Chilhowie and his son were killed under a flag of truce by one of John Sevier's men at Chilhowie. This resulted in the removal of the Cherokee capital from Chota to Oostinauli, GA and the

continued depopulation of the Little Tennessee River Valley. By 1799, only 5 houses remained at Chota. Most of the fields of the old towns were overgrown with only sparse Cherokee settlement. In 1819, the land on the south bank of the Little Tennessee was ceded to the whites. At the time of removal in 1838, there were some Cherokee families living in the Little Tennessee River Valley in spite of the fact that the land had not been in Cherokee possession for nearly twenty years.

The significance of the Little Tennessee River Valley is perhaps best illustrated on a map drawn by Capt. John Stewart in 1764. At the time the only inhabitants in the entire State of Tennessee were Cherokees. From this map it is clear that although these people had the entire state to choose from, seventy five per cent chose to live in the Little Tennessee River Valley.

ACKNOWLEDGEMENTS

Cooper Communities, Inc. and Cooper Consultants wish to extend their grateful appreciation to all those individuals, businesses, and public agencies which have contributed data and other assistance to the development of this Master Plan. The following is far from a complete list of those who have participated in one or more ways, and the authors of these Volumes extend our apologies to those inadvertently omitted.

Tellico Reservoir Development Agency
Robert Pennington, Chairman
David Black, Jim Curtis, Bob Davis, Charles Hall, Benny Stafford, Joe Swann, Ross Wilkerson and Charles Wilkins, Directors
Jack Hammontree, Executive Director
Mose Gamble, A. B. Goddard and Rob Goddard, Attorneys

Hon. John Duncan, U.S. Representative, Knoxville

Tennessee Valley Authority
James DeRopp, Jack Dodd, James Hill, Frank Holland, Bob Joyce, Carmen Julian, Howard Sain, Leonard Smith and numerous others

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V. Jeff May

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State Planning Office, Nashville
Saralee Terry and Don Waller

Tennessee Department of Conservation, Nashville
Joe Morrison, Jr.

State Archaeologist, Nashville
George Fielder

Tennessee Historical Commission, Nashville
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M. E. (Mike) McGuire and John Parrish

Fort Loudoun Industrial Development Company
Ed Arnold, Bob Black, Jim Brewer, Ed Green, Jim Hamilton, Bill Hildreth, Rex Moon, Harvey Sproul, Glen Towson, Directors
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Malcolm Henegar
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Inky Swiney
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Terry Vann
Jim Wallace
Milburn Waters
Blanche Watkins
William Webb
Steve West
Mike White
Karen Wilkins
Leland Willocks
Miles Witt
Chip Woods
Bill Yarborough

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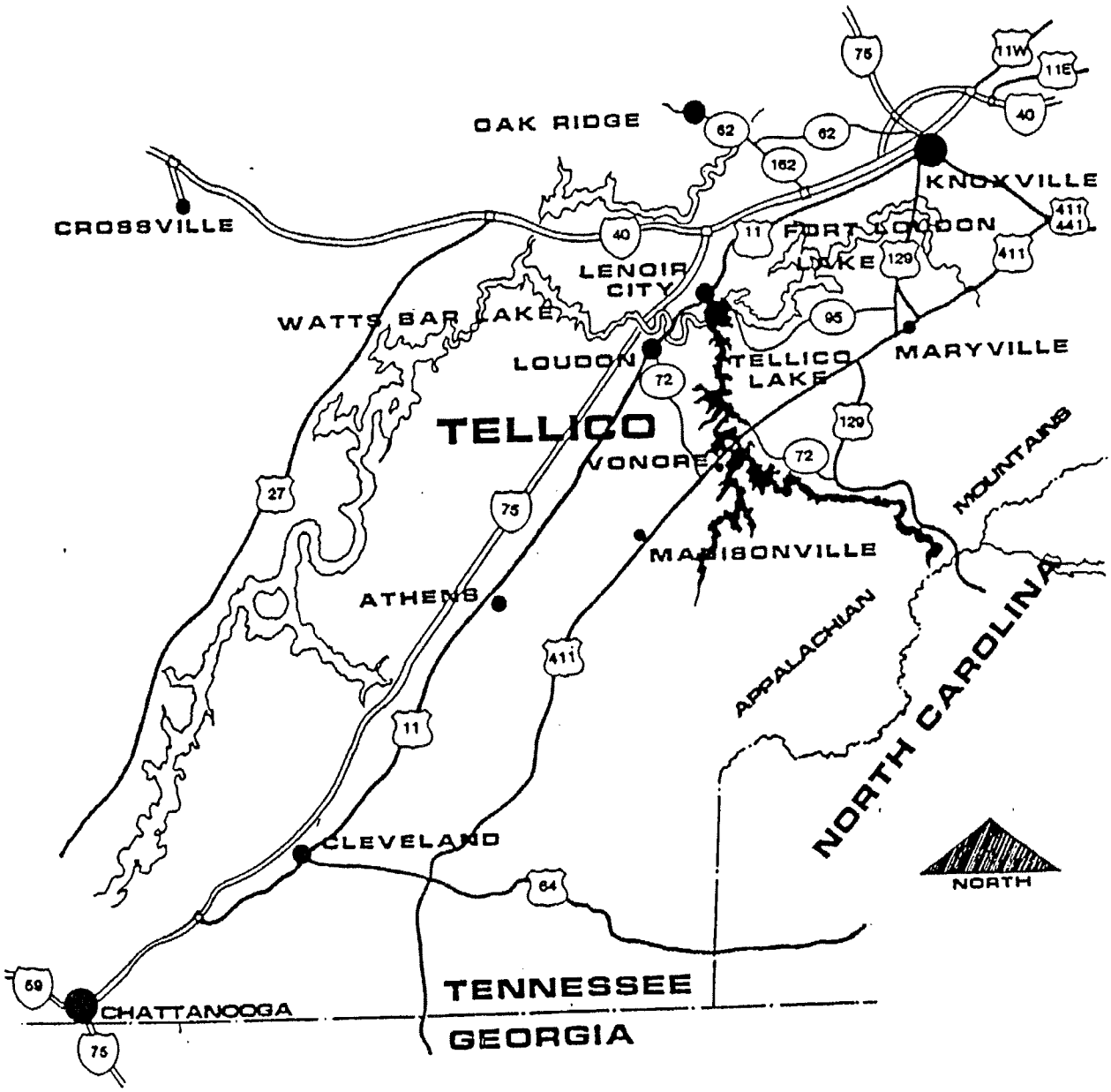
VICINITY MAP

EXHIBIT 1



TELLICO VILLAGE
LAND USE PLAN

CHAPTER I - EXISTING CONDITIONS

The preparation of this Master Plan was greatly facilitated by the availability of the many studies and maps which have been prepared by the Tennessee Valley Authority (TVA) and others. The subject lands, 3,926 acres in Loudon County and 666 acres in Monore County, which are offered for development by the Tellico Reservoir Development Agency (TRDA), have been investigated carefully over a period of years. No serious discrepancy has emerged during fifteen months of further examination by Cooper Consultants on behalf of Cooper Communities, Inc.

A. SUITABILITY FOR DEVELOPMENT

Many of the prior studies and plans have remarked upon the suitability of the western shore of Tellico Reservoir for residential development. This Master Plan concurs with those findings. Tellico Village can make appropriate use of the natural resources and positively impact the surrounding community.

1. COMMUNITY FACILITIES

Some of the primary considerations for such a project are the neighboring cities and towns, the county government, the utility systems, the service organizations, and the regulatory agencies. Over the past months many individuals representing these organizations have contributed advice and information. The willingness to work with a developer to make Tellico Village a reality is a very positive factor in the suitability study.

The surrounding communities offer all of the social, medical, commercial, educational, and other services which will be required during the early stages of development. The developer and the property owner's association will cooperate with institutions, businesses and public agencies as the population grows to ensure a high level of service for the Village residents. The services projected to be provided by the property owners' association are discussed in Volume V.

2. TRANSPORTATION

The project area is readily accessible to and from the major arterial highways, Interstate 75 and U.S. 411, which run northeast-southwest through the Tellico region. The recent improvement of Tennessee Highway 95 provides a good connection from the north end of the project to I-75,

Lenoir City, Maryville and other communities. The relocation of Tennessee Highway 72 affords the Loudon County land with access to Madisonville, Vonore and Maryville via U.S. 411 and creates the necessary linkage to the Monroe County land.

The proposed bypass of downtown Loudon by additional Highway 72 construction will add another strong connection to I-75. The attraction of the renovated downtown area of Loudon will be enhanced by the relief of this through traffic.

Tellico Parkway provides an organizing spine for the development of the Loudon County property. Due to the division of the property into parcels by the Reservoir and the Parkway, numerous intersections will be required. The Transportation Plan for Tellico Village illustrates typical intersection configurations. All construction by the developer will respect TVA's design for future expansion of the Parkway to a divided highway. Most of the connections to the Parkway will involve collector streets, except where very small parcels require an access.

A causeway is proposed to establish a stronger linkage between the primary Loudon County parcel and the 516 acre parcel south of Fork Creek. The collector street crossing this causeway will be linked to an existing county road for future improvement as an additional access to this area.

The Monroe County residential parcel does not have convenient access. Construction of another causeway connecting this parcel to the previously relocated Niles Ferry Road will be required. A second access into this parcel may be desirable as plans for this area become more detailed. The construction of a bypass of U.S. 411 around Vonore, while ultimately required as urbanization and traffic increase, will not be affected by the relatively small traffic volume from the Monroe County land.

3. GEOLOGY AND SOILS

Volume III discusses the specific problems and construction techniques related to the geology of the development area. Previous studies have concluded that no major obstacle exists to residential use. Cooper Consultants has carried out additional investigations to confirm and add detail to the information available in the various documents. No undue hazards to development have been discovered.

The Tellico Village property consists primarily of gently rolling hills. The shoreline of the reservoir is varied, ranging from gradual-sloping beaches to bluffs. Several hillsides exceed twenty five percent (25%) slope. Additional attention to erosive problems will be required in these areas. Erosion and sedimentation are discussed in Volume III.

4. VEGETATION

The Tellico Village land is composed of forests of mixed hardwoods and softwoods, cropland, and pastureland. Several areas have been planted with seedlings which are now several feet in height. The Village development will attempt to use the best features of each type of existing landscape.

5. CLIMATE

The weather in the Tellico region is generally mild both in winter and summer. The temperature range, rainfall, snow, and wind are similar to those experienced at other Cooper developments. While there are occasional periods of severe weather, the use of the recreational facilities will not be unduly affected.

The climate does not place any special burdens on building design and construction. Energy efficiency of homes and other structures will be monitored through an Architectural Control Committee of the Property Owners' Association. This group will develop relevant standards for their review of plans as discussed in The Management Program.

6. AESTHETIC AND CULTURAL VALUES

The aesthetic values of the planned community property are dominated by the view of the Smoky Mountains and the land/water relationship. The buildings proposed in the Amenities Program have been sited to take advantage of these factors. The golf course will provide vistas along its fairways and is planned to make dramatic use of the shoreline. Additional cultural values reside in the Bowman House, the several cemeteries, and the historic association of the Little Tennessee River Valley with the Cherokee Indians and early settlers.

Time has not allowed an adequate study of uses for the Bowman House site, which could be a tremendous asset to the Village. Numerous possibilities exist and will be explored in cooperation with TRDA. The cemeteries, some of which are easements and some outparcels, will be buffered by common properties, with access provided for those persons or agencies responsible for their maintenance.

The historical values of the region will be respected in various ways. The architectural heritage of the settlers and later generations serves as an inspiration for the amenity structures, as discussed in Volume II. Adaptation of the rustic architectural forms will also be pursued in the design of certain medium and high density residential areas and in the commercial and community structures.

B. CULTURAL AND ARCHAEOLOGICAL RESOURCES

Early in the planning process the two primary historical values were analyzed for their relevance to the planned community development. As mentioned above, the architectural heritage of the eighteenth and nineteenth centuries will be respected and interpreted by the developer's building program. Despite the significant events of the colonial and subsequent periods, it was determined that the cultural heritage of the Cherokee Indians should be emphasized to a greater degree.

In order to treat this heritage in a sensitive and appropriate manner, Cooper Communities, Inc. and Cooper Consultants sought a specialist in such matters. Chosen for this important role was Duane H. King, Ph.D., Executive Director of the Cherokee National Historical Society. Dr. King is a Tennessee native and participated in the archaeological investigations of the reservoir basin. He is currently associated with the planning for the Sequoyah Museum near Fort Loudoun State Historical Area.

Dr. King has participated in several discussions about the use of Cherokee culture and contributed to many of the concepts. In particular, he assisted in developing the nomenclature system described in Chapter II, suggested means of implementing an artwork program, and developed the lists of street names for the initial subdivision areas. Dr. King is also the author of the Foreword included in this Volume.

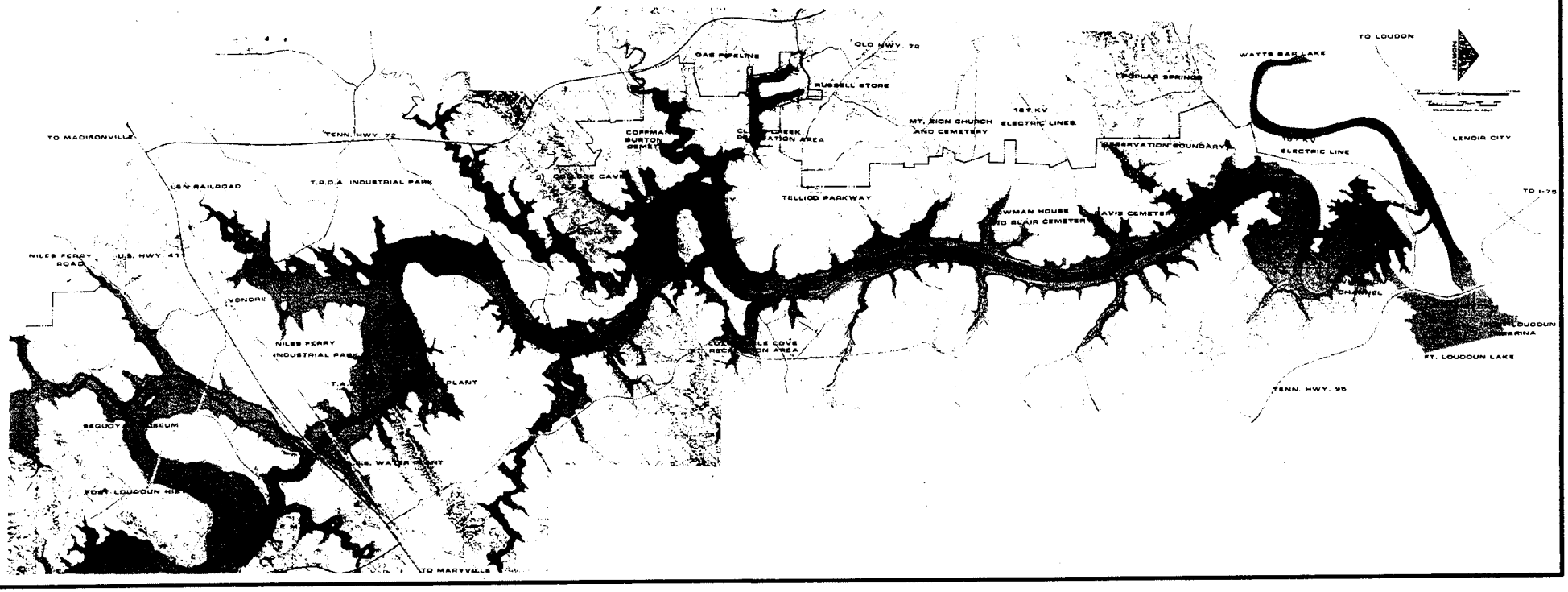
TVA's management plan for the "above pool" lands identifies sites of varying potential archaeological value. The exact location of these sites on the planned community property have not been described to the developer. Prior to closing of the contract for sale of the land between Cooper Communities, Inc., and TRDA, CCI will be provided an archaeological clearance from TVA satisfactory to CCI for all of the property included in Tellico Village. All studies for archaeological clearance of the land shall be performed by TVA or its approved representative and shall be paid for in entirety by TRDA. Acceptance of the clearance by CCI shall constitute agreement by CCI to any conditions contained therein.

PREPARED FOR COOPER COMMUNITIES, INC.
& PREPARED BY COOPER CONSULTANTS

TELLICO VILLAGE

EXISTING CONDITIONS

EXHIBIT 2



CHAPTER II - LAND USE

To some degree, the planning process for Tellico Village has been a tailoring of the Cooper Communities strategy to the land use plans of TVA. The primary variance between this Land Use Plan and TVA's previous reports or studies is the scale of planning to be carried out at the time of initial development. This is the essential difference between a planned community and a series of planned unit developments.

The planned community concept creates several assets:

1. Economy of scale for the developer, utility companies and service organizations.

2. An overall plan to guide the development of utilities and community facilities.

3. Assurance for the initial buyer or resident as to the nature of future development.

4. A wider range of amenities available to all residents of the community.

5. A comprehensive system for street naming, signage, and numbering.

6. A central operating agency financially capable of offering a wide range of services.

7. Simplification of the regulatory processes for agencies at all levels by avoiding a proliferation of developers and homeowner associations.

8. The financial stability of a large developer with a proven record in undertakings of this size.

The ability of Cooper Consultants and Cooper Communities to plan and develop a project of the scope of Tellico Village has been polished by thirty years of experience in the retirement - recreation and housing industries. During this period the organization has pioneered many concepts and adapted or combined others into a total development operation. For Tellico Village the Master Plan reflects the Planned Community of the Eighties - more compact, more quickly developed, and more prepared to adjust to changing conditions.

A. OBJECTIVES

The overall goal of the Master Plan is to provide for a successful development of the subject lands while meeting in every way possible the objectives which have been established by TVA and TRDA. Toward this goal, the specific objectives of the planned community will be:

1. LIFE STYLES

To provide a variety of life styles.

A choice of life styles is provided within the community, which is itself an alternative among the possibilities in the region. The land use plan identifies low, medium and high density areas. There will be choices of orientation to golf, water, recreation facilities, hilltop views, and secluded valleys within the various densities. The recreational opportunities of the Village will be a major attraction to buyers, and most residents will be very involved in one or more of the activities represented by these facilities. At the other Cooper developments, the residents are very active in cultural and civic affairs. This is typical of both the retirement population and the families with children.

The Tellico Village residents will be highly supportive of local and regional art, music, theater and education programs, both commercial and non-profit. The growing population will eventually generate independent activities in some of these fields but will continue to participate in the other programs. The variety of life styles is reflected in the design of the amenities. These facilities will range from casual at the Recreation Center to formal at the Yacht Club. Future additions to the Amenities program will amplify this variety.

2. ECONOMIC GROWTH

To foster economic growth in the Tellico and Greater Knoxville areas.

Tellico Village will be a positive factor in the local and regional economic system. Many studies have reflected the impact of the other Cooper developments upon the surrounding communities. During the initial years these impacts will be felt most locally. The construction of streets, utilities and amenities will create jobs and work for contracting firms. That portion of the sales program focused on retirement and recreation will generate additional visitors to the area increasing the tourist revenues of local businesses.

A second set of economic impacts will be felt as the population begins to grow. The construction of housing will create additional jobs and sales of building materials. By this time the taxable value of the Village properties will become significant to the county governments. The new residents will also tend to utilize

the local financial institutions as well as merchants and services of all types.

Cooper Communities, Inc. has commissioned various studies of the impact of its development upon the surrounding counties and communities. In each case there has been a major broadening of the tax base far out of proportion to the number of school children living in the villages or the consumption of other local services. The maintenance program for streets by the Property Owners' Associations, the provision of security in cooperation with the local law enforcement agencies, and the creation of fire departments have provided benefits to areas surrounding the villages while minimizing the cost to the county governments of providing their normal services.

Regional impact will emerge as the number and type of jobs increase, volume of material for construction rises, and the life-style quality becomes an asset to local industrial development efforts. There will be a continued tourist trade consisting primarily of non-resident owners returning for vacations. Commercial development in the Village will lag behind the population growth, since the residents will have established an orientation to surrounding business areas.

3. NATURAL AND CULTURAL RESOURCES

To protect and enrich natural and cultural resources.

TVA's Land Use Plan for Tellico Reservoir has identified and set aside many of the prominent natural features of the area. The residential development is significantly enhanced by the amount of shoreline which is designated as Cultural and Public Use/Open Space. The preservation of wooded and open points, bluffs and coves and the associated Resource Management programs are a permanent asset for the new community as well as the entire Tellico region.

The developer will carry out sedimentation control plans, as discussed in Volume III, and otherwise attempt to preserve the water and scenic qualities of the site. While the development plan calls for subdividing most of the residential land over a short period of time, the actual construction of homes will be spread over a longer period. The result will be similar to that created by the simultaneous street and home construction over a twenty-five year period as projected by the TVA land use planning documents.

All known archaeological sites will be treated in a manner appropriate to their resource value. Procedures will be established for notification of the proper TVA and/or state

personnel of possible resource material discovered during construction activities.

Although the primary focus of the planned community will be upon the Cherokee Indian heritage, it would be appropriate also to interpret the earlier occupations of the Tellico and Little Tennessee River valleys. It is assumed that TVA will be willing to loan various artifacts and other materials for permanent and temporary display at the facilities of the developer and the Property Owners' Association.

4. CHEROKEE HERITAGE

To interpret with respect the history and culture of the Cherokee Indian as a focus for the Tellico Village identity.

As discussed in Chapter I, the wealth of association between the Cherokee Indians and the river valleys of the Tellico area is felt to be too important to ignore. The events surrounding the creation of the reservoir focused attention on this heritage and steps are underway by others to more fully interpret and commemorate many of its aspects. The developer is delighted to learn of the various activities and projects related to this heritage.

Two potential means of interpreting and respecting the Cherokee association have been formulated: Nomenclature and Artwork.

a. Nomenclature

After taking input from a variety of sources, a comprehensive nomenclature system was developed by Cooper Consultants with the assistance of Dr. Duane King. The system is intended to provide both an association with the Cherokee culture and a geographic orientation within the Village.

As proposed by earlier TVA studies, the Village will be organized into several neighborhoods which are generated by the coves and tributary streams. Development may proceed in two or more neighborhoods at a given time. The completion of a given neighborhood will depend upon market factors related to the multi-family areas. Likewise, the construction of homes may proceed at different paces in the various areas.

The neighborhood names will come from the historic Cherokee towns and villages associated with the rivers. As these towns comprised the Cherokee Nation, the

neighborhoods will comprise the Village. This particular association will provide many opportunities to relate and interpret the history of the region.

It was decided that the myths of the Cherokee should not be separated from the more recent history related to the towns. Therefore, an appropriate theme, usually a myth, will also be utilized to represent each neighborhood and provide a graphic symbol or logo. The use of this symbol will be initiated in the street signage program and may eventually extend to the uniforms of youth baseball teams, etc.

The Cherokee language provides another rich source of inspiration. A logical connection between the neighborhood myth-symbol and the street system will be the use of related Cherokee names for the roads, drives, lanes and other classes of streets. This particular association should complete a personal linkage between the residents and the heritage.

This nomenclature system will extend to the amenities, commercial areas and other community facilities. The buildings and other facilities proposed as the developer's initial commitment reflect the appropriate neighborhood name, as may be seen in Volume II. The strong orientation of the residents to these facilities will be the first step toward an overall geographic orientation based on the system.

Exhibit 3 illustrates the eight proposed neighborhood names and the associated symbol. The major road in each neighborhood will carry that name, as will the major facility.

The neighborhoods and their associated symbols and names are:

Kahite - symbolized by Sequoyah, the noted Cherokee leader, due to the proximity to his birthplace and the site of the planned Sequoyah Museum. Street names will be derived from the famous chiefs and other leaders of the Cherokee people. This is the portion of the Village located in Monroe County.

Mialaquo - symbolized by the Water Beetle which helped form the island in the Cherokee world-origin myth. Street names will be Cherokee words which relate to the earth and terrain features. This is the area south of Fork Creek, in Loudon County.

Chatuga - symbolized by the deer, one of the original animals in the myths. Street names will be Cherokee

names for mammals. This is the peninsula between Fork and Clear Creeks.

Toqua - symbolized by the giant fish and related to the myth of the hunter who was swallowed by the fish but escaped. Street names will be Cherokee names for fish and water features. This is the location of the proposed original golf course.

Chota - symbolized by the giant hawk, which is very prominent in Cherokee lore. The street names will be Cherokee names for birds. The proposed recreation center will be located here.

Tanasi - symbolized by Cherokee summer and winter houses, since Tanasi was one of the capitols of the Cherokee Nation. The neighborhood contains the proposed Yacht Club and a central commercial area.

Tommotley - symbolized by the constellation of Pleiades, related to the myth of the dancing boys who rose into the sky. The street names will be Cherokee names for constellations and heavenly features. This is the peninsula between the valleys of Davis Ferry Road and Hall Bend Road.

Coyatee - symbolized by the laurel tree, which was chosen in the myths to be always green and great in medicinal values. This is the northern section of the property, surrounding the Poplar Springs Public Use Area.

Within the neighborhoods, there will be a further designation of subdivisions for additional geographic orientation. For the Toqua neighborhood, these subdivisions will include Toqua Shores, Toqua Point, Toqua Greens, Toqua Hills, Toqua Courts, and Toqua Coves. These designations reflect the topography and density types. Exhibit 4 illustrates the anticipated subdivision arrangement.

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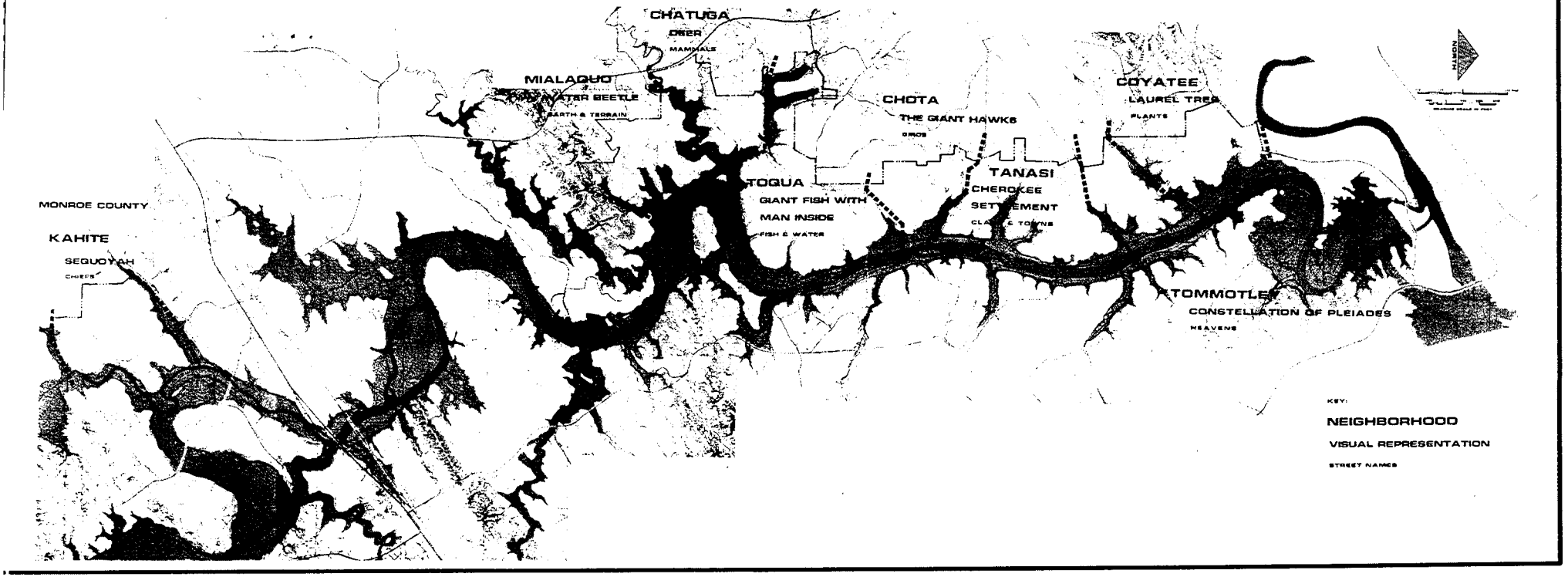
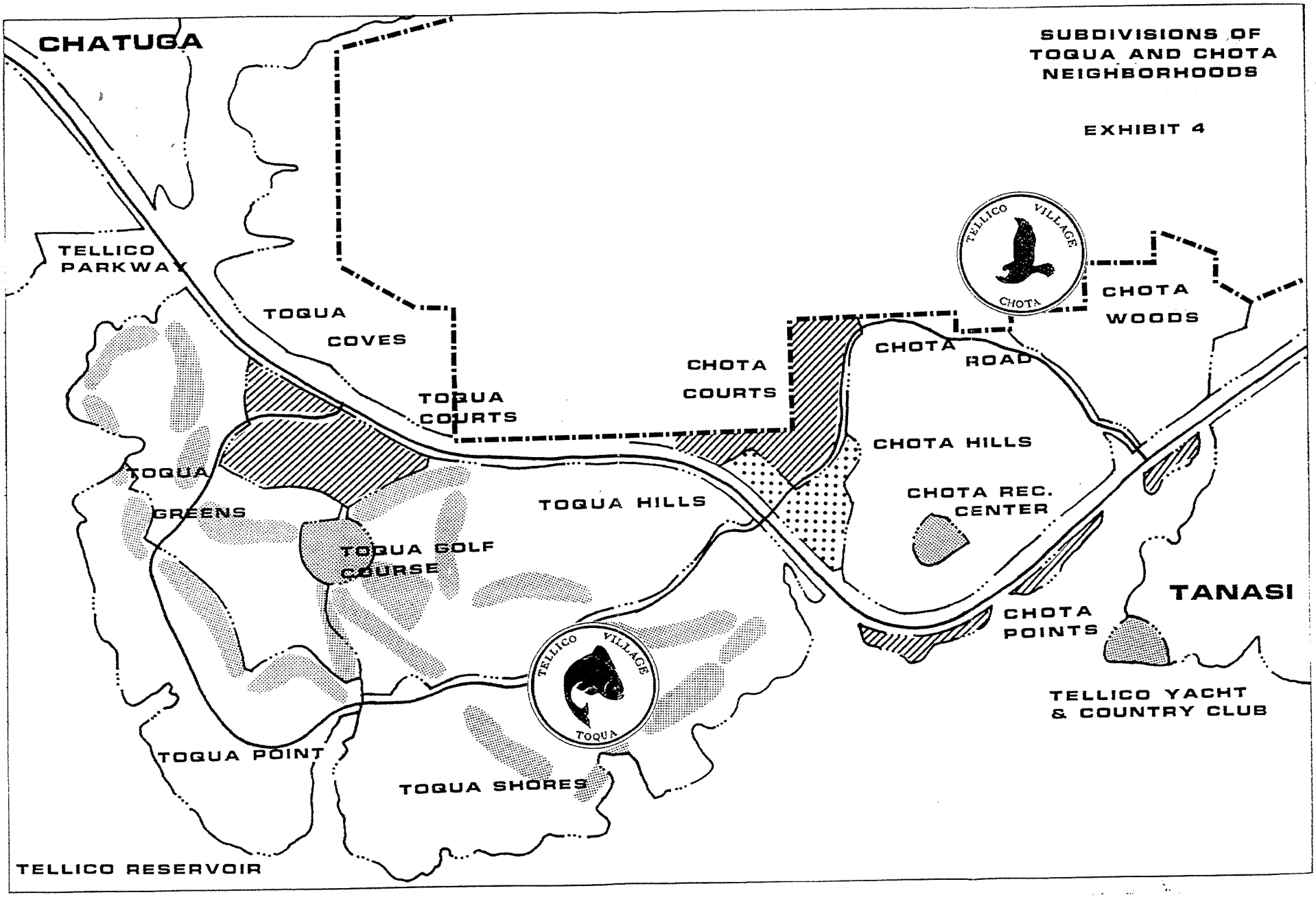
& PREPARED BY COOPER CONSULTANTS

TELLICO VILLAGE

NOMENCLATURE
EXHIBIT 2




SUBDIVISIONS OF
TOQUA AND CHOTA
NEIGHBORHOODS
EXHIBIT 4
CHATUGA
TELLICO
PARKWAY
TOQUA
COVES
TOQUA
COURTS
CHOTA
COURTS
CHOTA
ROAD
CHOTA
WOODS
CHOTA HILLS
CHOTA REC.
CENTER
TOQUA
GREENS
TOQUA HILLS
TOQUA GOLF
COURSE
TANASI
CHOTA
POINTS
TELLICO YACHT
& COUNTRY CLUB
TOQUA POINT
TOQUA SHORES
TELLICO RESERVOIR
TELLICO VILLAGE
CHOTA
TELLICO VILLAGE
TOQUA

b. Artwork

Several concepts for the interpretation of Cherokee culture and art have been discussed by the planning team. The wide range of future activities cannot be within the scope of this Master Plan. However, certain steps will be taken by the developer. As mentioned above, symbols or logos will be developed for the eight neighborhoods. The logos illustrated on the exhibits in this Master Plan have been created with the assistance of the architects for the amenity projects and other consultants.

Additional interpretation of these primary themes will be carried out by commissioned artists, resulting in paintings, statuary, and other works that will be central features of the buildings in the amenities program. The property owners' association will be encouraged to expand upon this base and to participate in exhibiting works available from other sources.

5. ENERGY CONSERVATION

To practice and promote the responsible use of energy.

The relevant energy use requirements will be implemented by the Architectural Control Committee (A.C.C.). This organization and its operation is established in the Declaration and Covenants and is a vital part of the Management Program (See Volume V).

Architects engaged for the design of amenities, commercial and multi-family structures will be encouraged by the developer to consider energy use a primary consideration. The use of water to water or other heat exchange principles will be investigated using the reservoir as a resource. Homebuilders will be encouraged to make use of solar technology in a cost-effective manner appropriate to the home design.

It is a stated goal of TVA that 70 percent of all lots should be so oriented that building construction can effectively take advantage of solar energy collection techniques. The Developer acknowledges TVA's goal in this regard and agrees to design and develop Tellico Village with this goal in mind.

The Developer, TRDA, and TVA further recognize that the topography of the land must be carefully considered in the design of Tellico Village, and that it it not possible to provide 70 percent of the homesites with ideal solar orientation. The A.C.C. and the developer will provide information to the prospective builders of homes concerning

appropriate designs for lots with all types of orientation and solar exposure.

B. LAND USE CATEGORIES

The Planned Community concept which has been developed by Cooper Communities, Inc. reaches beyond the mapping and construction aspects and includes the management tools necessary to protect the plan and the property owner's investment. Critical to this procedure is the concept that the buyer is entering into a contract with the developer, the Property Owners' Association, and the other owners themselves.

The Declaration and Covenants establish this contractual relationship between the property and the management. As the property is developed and platted, its uses are designated.

The buyer then accepts these uses by contract. Historically, this concept has been applied to individual subdivisions; it is expanded here as a method for planning a complete community. Enforcement of the Covenants is generally by the Property Owners' Association or the Architectural Control Committee, but is also the right of the individual owner.

The Land Use Plan is a statement of the developer's intent. The exact location of facilities and uses may be adjusted within the overall concept. In particular, the plan reflects certain amenities which are described as "possible" in Volume II, but are not a part of the developer's initial commitment. During the development period, market preferences may shape a different amenity package. However, the intent will always be to provide the highest quality of recreational facilities.

Likewise, the residential uses shown may be adjusted based upon further planning of specific areas. The premise of the Planned Community presentation is an overall concept. Detailed planning and investigation of each acre is not possible, but the prospective buyer/resident is assured of the developer's overall plan.

Of the 4592 acres, the primary land use is projected as Low Density Residential, occupying approximately 3613 acres. Medium Density Residential has been assigned to 367 acres and High Density to 18 acres. In the Planned Community section of the Loudon County Subdivision Ordinance, the maximum density for these designations is 4, 9, and 18 respectively. Few of the individual areas will reach these densities.

Commercial and Community Facilities are projected to occupy 162 acres. 432 acres are designated as amenities and major open spaces. Common Properties within the low density subdivisions will add approximately 700 acres to the open space. Street rights of way will amount to approximately 600 acres. The total of 432, 700 and 600 would be 1732, matching the requirement of the September 1983 contract.

The percentage of each category indicated on the Land Use Plan is shown in the following table:

	ACRES	%
RESIDENTIAL		
LOW DENSITY		
Lots	2393	52.1
Streets	520	11.3
Common Properties	700	15.3
Sub-Total	3613	78.7
MEDIUM DENSITY		
Units and Limited Common Properties	287	6.3
Streets	80	1.7
Sub-Total	367	8.0
HIGH DENSITY	18	0.4
COMMERCIAL & COMMUNITY FACILITIES	162	3.5
RECREATION & OPEN SPACE	432	9.4
TOTAL	4592	100%

There are no industrial uses proposed due to the scale of the property and the relationship to nearby industrial parks. Utility functions are provided as necessary in each of the use areas.

The Tellico Village Master Plan proposes a change from the TVA Land Use Plan. The 516 acre parcel of property south of Fork Creek in London County was designated as Commercial - Recreation by TVA, although no definite uses were identified. Upon the suggestion of TRDA, Cooper Consultants included this parcel within the Planned Community and determined that its usage should be primarily low density residential.

This amendment of TVA's plan reflects several aspects of the Tellico Village concept. Sufficient area will be set aside to provide basic commercial services in identified centers. The proposed Amenity Program and Common Properties provide facilities and lands in excess of TVA or Loudon County requirements for subdivisions or planned unit developments.

1. LOW DENSITY RESIDENTIAL

This usage will occupy the greatest percentage of land in the Village, as it does in all towns or cities. The

construction of amenities and the topography of the site will provide a wide variety of settings for homes. A variety of lot sizes will be provided, with provisions in some areas for single-family attached and zero-lot-line structures. Densities will vary between one and four lots per acre.

The individual subdivisions will be designed to conform with the topography, minimizing construction activity wherever possible. The collector streets will provide access to the subdivisions and will not have any lots fronting upon them. Common properties will occupy a varying percentage of the land in the individual subdivisions. Most lots will have direct access to this interconnected open space network.

The low density areas are projected for platting at a rapid pace. This reflects the recreation and retirement land sales approach, which creates a large base of support for the operation of the amenities. The actual population will grow slowly at first, without causing growth pains for local services. Some of the low density areas will reach a high level of home construction while others are almost unpopulated, due to the attraction of the amenities and availability of utilities.

Several of the studies prepared by and for TVA discussed the difficulty of financing the infrastructure to this presently remote site. These costs amount to several millions of dollars in initial commitments alone. The Cooper Communities marketing program will encompass much of the recreational land sales market which was studied at various times by TVA and its consultants. The amenity-oriented lots as a part of an accelerated development and sales program are a key to solving the financial problems.

Regulations concerning home occupations, signs, fencing, solar access protection, landscaping, construction of swimming pools, patios, etc. will be included in the Covenants. The Architectural Control Committee will have primary responsibility for implementation of these provisions as well as the more basic building codes. The Covenants form a part of Volume V.

2. MEDIUM DENSITY RESIDENTIAL

Located throughout the Village, the medium density areas will have various housing types and architectural styles. In the other Cooper developments, these units have been

platted on small individual lots which creates membership in the Village Property Owners' Association. The common areas are managed by an association separate from the larger Village organization, in order to provide swimming pools and other facilities that are precluded by the lot dimensions.

It is projected that the development of these areas would continue over a period much longer than that for the low density areas. This reflects the current market preferences and the difference in initial cost between the completed unit and a lot in a low density area. Medium density construction at Hot Springs Village and Bella Vista Village has increased its share of the total housing units built per year. This is a reflection both of market acceptance and the maturing of the communities. Many lot owners, upon retiring, have chosen to live in a medium density unit because of the advantages offered by these units.

3. HIGH DENSITY RESIDENTIAL

The Land Use Plan indicates a limited amount of this catagory of housing. A condominium form of ownership would be necessary in most designs which would provide the ten to eighteen units per acre projected for this type. This could take low, medium or high rise configurations, based on the preferences of the market at the time planning and construction is undertaken.

4. COMMERCIAL AND COMMUNITY FACILITIES

Various uses will be permitted in the areas designated as Commercial and Community Facilities. Besides the obvious retail, service and office functions, churches, schools, public safety, government and cultural structures will be located to create a focus of activity at these centers.

Little commercial development besides convenience shopping and food services is expected until a substantial population develops. The plan does not provide for a major facility such as a regional mall. Such development would likely occur within the existing communities or at a major transportation node.

The developer will control all construction in these areas to protect the Village image and maintain an architectural consistency in each area. For each center a standard will be established for paving and curbing, landscaping, and signage. An architectural style will be generated by the initial buildings on each site.

5. RECREATION AND OPEN SPACE

A substantial portion of the Village will consist of these lands, both developed and undeveloped. Included are the common properties within the subdivisions, buffer areas and screening easements, major amenities, and lands set aside for future use by the Property Owners' Association. In addition, the medium and high density residential areas will have recreation facilities and Limited Common Properties.

Another major open space element is Tellico Resevoir and its lakeshore. Because of its importance to the community, numerous opportunities for passive and active enjoyment will be provided. These will range from a buffer zone around a cemetery on a point to an area for a community dock in a cove to the proposed construction on the Yacht Club site.

The developed open space consists of three groups of facilities:

Amenities proposed for construction as part of the developer's initial commitment.

Amenities indicated for addition as warranted by the sales process.

Areas provided for future construction as deemed timely or necessary by the Property Owners' Association.

These groups reflect the degree of commitment possible at this stage of planning within the existing economic considerations. The developer cannot obligate the Property Owners' Association for future facilities, the need for which may well change over a period of years.

Likewise, the Plan cannot predict the changes in leisure activities which will occur during the coming decades. Facilities recently completed in the Cooper developments contain various uses which would not have been considered a few years ago. Racquetball courts and Nautilus exercise equipment are examples. Tellico Village will develop its own wants and needs based upon the individuals who choose to reside there.

The common properties will provide greenbelts of various sizes, usually separating the rear yards of two rows of lots. Depending upon the topography, these areas may become sizeable and include watercourses, small pools, and other possibilities for wildlife habitat. There will be many opportunities for trails to be developed, some of

which will form a pedestrian circulation system separate from the roadways.

Screening easements and buffer areas will be provided along the Tellico Parkway and major collectors. There will be some utility construction in these areas. Their location makes them logical extensions of any future pedestrian system. The primary function will be to separate individual lots from the rights-of-way of the heavily traveled roads.

Major electric transmission lines cross the property in two locations. Near River Mile Six, the Watts Bar-Alcoa and Watts Bar-Volunteer Transmission Lines form an easement three hundred feet wide and require additional buffering to minimize their impact upon homeowners. The design of low and medium density residential areas will be significantly affected. If the projected north golf course becomes a reality, it will be designed to provide a buffer from these lines wherever practical.

The Watts Bar-Alcoa No. 2 Transmission Line runs through the property at the extreme northern edge. Both low and medium density residential areas are proposed along this line. TVA's recommended building setbacks will be used in all locations where the terrain does not suggest any variation.

C. DENSITY AND POPULATION

The property covered by this Master Plan includes 4592 acres. Based on TVA's legal descriptions, these lands are described as Tract Number XTELR-12 and Parcel One of Tract Number XTELR-14 containing approximately 516 and 3410 acres respectively in Loudon County and Tract Number XTELR-18 containing approximately 666 acres in Monroe County.

1. DENSITY

The preliminary agreement of September 1983 between TRDA and Cooper Communities, Inc. specified a maximum of two and one-half living units per gross acre of development. At that time the total site was described as approximately 4800 acres. Based on this gross figure, the total allowable housing units would be 12,000. However, this acreage took into account the 223 acres of right-of-way for the Tellico Parkway.

Applying the two and one-half ratio to the 4,592 acres, the allowable total would be reduced to 11,480. Cooper Communities, Inc. desires to retain the maximum permitted number of housing units at 11,480 since market trends and Tellico Village's unique characteristics may produce an eventual demand for such a total. However, the Master Plan has been prepared utilizing density figures more closely resembling the Cooper Communities experience at Hot Springs Village.

Based on a preliminary examination of the entire site and more detailed layouts of the areas proposed for initial development, Cooper Consultants has projected a more likely total of 9,900 housing units for the purpose of estimating traffic volumes. Since home construction is not expected to reach one hundred percent in all areas and the time for home construction is projected as exceeding the economically feasible lifetime of certain facilities, the total housing units considered in the Utility Master Plans may vary from those in the Transportation Plan. This premise is particularly relevant to a linear organization such as occurs in the Loudon County lands.

The utility infrastructure has been designed to serve the population projected during the economic lifetime of the relevant improvements. The street system, however, must be platted to provide adequate right-of-way for whatever loads a given area may impose in the future. It may be seen in the Transportation Plan that the collector streets generally have reserve capacity in the event that a given area exceeds its projected density.

One of the factors involved in projecting the eventual density and population is the intent of the developer to aggressively pursue the recreation and retirement sectors of the regional real estate market. A result will be lots held for membership purposes by persons who will live elsewhere. Another fraction of the total units will be occupied intermittently or seasonally.

Assuming a development pattern similar to Hot Springs Village, the density within the categories of residential use would be represented by the following:

	Units/Acre	Acres	Units	% Total Units
Low Density	2.18	3,613	7,885	79.7
Medium Density	5.0	367	1,835	18.5
High Density	10.0	18	180	1.8
		3,998	9,990	100

Based on these figures, the net residential density is 2.48 units per acre, and the gross density for the Village is 2.16 units per acre.

In order to reach a total of 11,480 units, a slightly higher density would be required within each category if the acreages were not changed.

	Units/Acre	Acres	Units	% Total Units
Low Density	2.40	3,613	8,659	75.4
Medium Density	7.0	367	2,569	22.4
High Density	14.0	18	252	2.2
		3,998	11,480	100

This would yield a net density of 2.87 units per acre and the maximum allowable gross density of 2.5 units per acre. It would also be possible to reach a total number of 11,480 units by converting some of the low density acreage to various combinations of medium and high density.

2. POPULATION

Based on the maximum allowable density, the eventual population of Tellico Village might reach 25,140.

Cooper Communities expects thirty percent of the dwellings to be occupied by non-retirement families, averaging 3.1

persons per household compared to 1.8 in the retirement category. The population of the groups would be 10,675 and 14,465, respectively.

Assuming 85% buildout in the low density portion of 9900 total lots and units (and characteristics similar to those above) the Village would consist of 19,260 persons.

However, taking into account a lower density and a probable percentage of lots without homes, the population will more likely reach 18 to 21,000 within a twenty-five year period.

D. SHORELINE STRIP

Tellico Village, like Timberlake proposed several years earlier, is a lake-oriented community. The reservoir cannot help but be the focus for the residents. The proposed use is consistent with that on other TVA lakes, Ft. Loudon in particular. Tellico's sister reservoir has been developed on a scattered basis, with considerable residential access to the shoreline. Residents of non-lake property will be provided access in a variety of ways.

1. LOW DENSITY RESIDENTIAL

Based upon the amount of usable lakeshore property within the Village, the type of lots projected and the proportion of lakeshore assigned to low density residential use, Cooper Consultants has estimated that 800 to 900 lots will be platted using the 820 contour as a lakeshore boundary. Of these lots, approximately 100 will be located in coves or indentations which will limit their access to the water during the winter months. In some cases, lots with 820 frontage will have poor access even to the summertime water level.

Inherent in the enjoyment of lakeshore property is the right of the property owner not only to access to the lake, but to full utilization of the shoreline itself. The subject is especially important because Cooper Communities, Inc. must file the Covenants and all plats with the Office of Interstate Land Sale Registration, at the Department of Housing and Urban Development. Without such access and use, HUD regulations provide that any description of lots adjacent to the reservoir as lakeside property or lakeshore lots is an unlawful sales practice without a prominent disclosure that common and customary benefits of such property are denied to these lot owners. A document titled "Rules for Management of Tellico Reservoir Shoreline Strip Fronting Land Sold by Tellico Reservoir Development Agency (TRDA) to Cooper Communities, Inc. (CCI)" provides for such access and use. Development along the lakeshore will be

monitored very carefully by the Architectural Control Committee, since the Village image will be greatly influenced. The A.C.C. is also proposed as a regulating body for private lake use facilities, operating under water use facility permits approved by TVA and other interested agencies. The basic types of allowable facilities are established by the Covenants (Volume V) and the permit (Volume VI). Proposals outside these guidelines would be referred to TVA.

For those lots bordering the 820 contour but without adequate access to the summer or winter pool, a similar right of control with a more limited range of permitted facilities is proposed. Such control would be written in accordance with the rules governing the Shoreline Strip for the affected reservoir property and delineated upon the record plat of the subdivision. The plat would differentiate between the degrees of control and types of facilities allowed.

As a further recognition of the differences among the lots bordering the lakeshore, each Shoreline Strip area will be zoned according to its location on the reservoir. Three catagories are proposed:

Zone A along the main channel or a primary sailing line.

Zone B in narrow coves and along secondary channels or sailing lines.

Zone C in areas substantially removed from the channel or in the wider bays.

The distinctions and restrictions for each zone will be included in the Covenants. The Record Plat of the subdivision will reflect the zone designation for each Shoreline Strip area.

2. MEDIUM AND HIGH DENSITY RESIDENTIAL

Several medium and high density areas are planned along the 820 contour. It is expected that the landscaping and other common space development will continue across the area covered by the Shoreline Strip. The developer or the association of unit owners may provide water use facilities for some owners and residents of these unit types within the Village upon a Shoreline Strip abutting Limited Common Property.

In a manner similar to facilities in the Common Easements, lakeshore enhancement, walks, and other constructions described in the Covenants would be allowed as a part of

the Water Use Facility permits. All community docks would be submitted to A.C.C. for approval and transmitted to TVO for their review and permit. Cooper Communities, Inc. proposes that the Master Plan allow the eventual construction of up to 900 slips in these locations. The TV POA may but shall not be required to construct any of these slips.

3. OTHER CATEGORIES

In those locations where there is no actual exposure of the lots to the summer pool, the reservoir property and any land above 820 not included in the lots would be platted as a Common Easement and Common Properties. Control would be vested in the Property Owners' Association for use in a cove by these and all other lots within the Village. An example of this use is shown on Exhibit 7 and will be further described in III, B-2 below.

There also exist situations where the distance from the 820 contour to the water line and the difficulty of constructing a water use facility are excessive. In these instances, Cooper Communities, Inc. proposes to provide Common Properties above the 820 boundary and reflect a Common Easement upon the reservoir property. The developer or the Property Owners' Association may but shall not be required to utilize these areas, as well as the coves described above, for the construction of community docks, beaches, ramps, and other facilities allowed by TVA's guidelines. An example of such construction is reflected on Exhibit 8, which is also described in III, B-2. below.

It is proposed that excavation and enhancement of the lakeshore and construction of facilities be permitted on these Common Properties and the Shoreline Strip according to the standards in the Covenants, as a part of the Master Plan approval. However, because of the potential size, visual impact, and variation in engineering problems, each community dock would be submitted through the A.C.C. for review and individual permit by TVA and other involved agencies.

Time has not allowed a detailed examination of all such coves and shallow areas. Preliminary studies by Cooper Consultants indicated the possibility of providing up to twenty percent of the non-lakefront property owners with boat slips by intensive use of these situations. Some locations will lend themselves to larger facilities, such as the Clear Creek and Williams Hollow coves. Others would be limited in size similar to the examples in Exhibits 7 & 8.

Cooper Communities, Inc. proposes that the Master Plan allow the eventual construction of up to 1000 slips in

facilities which could be operated by the TRDA or the Property Owners' Association on or near the Common Properties, provided that specific plans be submitted to TVA for each community dock. The TV POA will not be required to construct or operate any community docks. The total number of slips at community docks may not exceed 1900 slips.

The Land Use Plan does not contemplate any commercial docks or marinas.

Certain commercial and community facilities might make use of the Shoreline Strip. A restaurant in a commercial center would desire a terrace near the water, a boardwalk, or a tie-up facility for customers arriving by boat. Future amenities may include swimming beaches or other features which would be designed in accordance with the standards in the Master Permit. Any such construction would be regulated by Cooper Communities, Inc. or the A.C.C. Any proposal which is determined to constitute a dock providing boat slips will be subject to a separate permit.

CHAPTER III - TOQUA AND CHOTA NEIGHBORHOODS

A. INITIAL DEVELOPMENT

The overall siting of amenities and land uses for the Village was greatly influenced by the reservoir, the Parkway, and the long, narrow configuration of the land. Given the overall plan, a decision was made to begin development near the center of the project and to proceed south on the Loudon County lands. Platting of the Monroe County parcel is projected to begin during the third year of development.

This approach will focus on the amenities proposed in the developer's commitment and will provide the necessary roads and utilities to begin their construction. The first several hundred lots are planned to be in the Toqua and Chota neighborhoods. Of the lots in the initial submission prepared to meet the requirements for registration with the Office of Interstate Land Sales Registration (OILSR), 80 are in Chota Hills Subdivision and 259 are in Toqua Shores Subdivision.

This group of lots will provide a mix of the many typical homesite possibilities: Hilltop, hillside, golf front, lake front and lake view. The proposed second submission will consist of approximately 500 lots containing a similar mix of types, as will most, if not all, of the future submissions. Because of the time involved to prepare, submit and review these OILSR submissions, they become the phasing elements of the development process. This is another example of the difference in scale between a planned community and a subdivision or planned unit development.

The range of vegetation types are also represented in the initial development area: Open fields, a pine seedling plantation and mixed forest. A variety of soil, drainage and slope conditions will be encountered. This phase will therefore provide a demonstration of the proposed construction procedures and an example of the developer's commitment.

B. TOQUA

1. Planning Concepts

Toqua will be one of the larger neighborhoods. It is proposed to include the lands north of Clear Creek and the large peninsula separated by the Parkway from Chota Neighborhood. One of the larger medium density residential areas in the Village is proposed to lie between the Parkway and the golf course, broken into segments by Toqua Road and the entry road to the Golf Center. Exhibit 6 is a concept plan for the peninsula.

The design of the low density subdivisions is based upon the Toqua Golf Course layout by Ault-Clark Associates. Volume II provides a detailed explanation of the design. The next most important factors are the alignment of an efficient collector street and the orientation of a maximum number of units for views of and access to the reservoir.

Toqua Road is designed without lots fronting it. A right-of-way of one hundred feet is provided in order to accommodate additional travel lanes, but that need is not expected to emerge for several years, if at all. The methodology for determining the roadway classification is contained in Volume III.

Toqua Road crosses the 820 contour line at the narrow cove in the center of the peninsula. This roadway construction is proposed as forming a dam for a golf course pond at an elevation several feet above the reservoir. The road embankment will not be within the normal pool of the reservoir.

The Toqua Neighborhood Plan illustrates the winding streets, cul-de-sacs and variety of orientations that evolve from the topography. The subdivisions are planned to create a minimum intrusion into the landscape while providing an economically viable residential product.

It may be seen on the Neighborhood Plan that the residential streets will carry very light traffic volumes. Because of the low density and parking controls, these streets may be built with narrow and unobtrusive paving and drainage may be integrated with natural watercourses or drainageways in an optimum fashion. The record plats for the subdivisions will provide building setbacks that reflect the narrow pavement width and the topography of the individual lot.

2. Development of Common Properties

Most of the Common Properties in the Toqua neighborhood will connect to the golf course and will contain wooded valleys or drainageways, but certain sections of the Common Properties are intended to provide the Property Owners Association with opportunities to develop small recreational facilities as a contrast to the amenities provided by the developer. Two examples of these on the Toqua peninsula have been studied because of their potential for lake access and enjoyment.

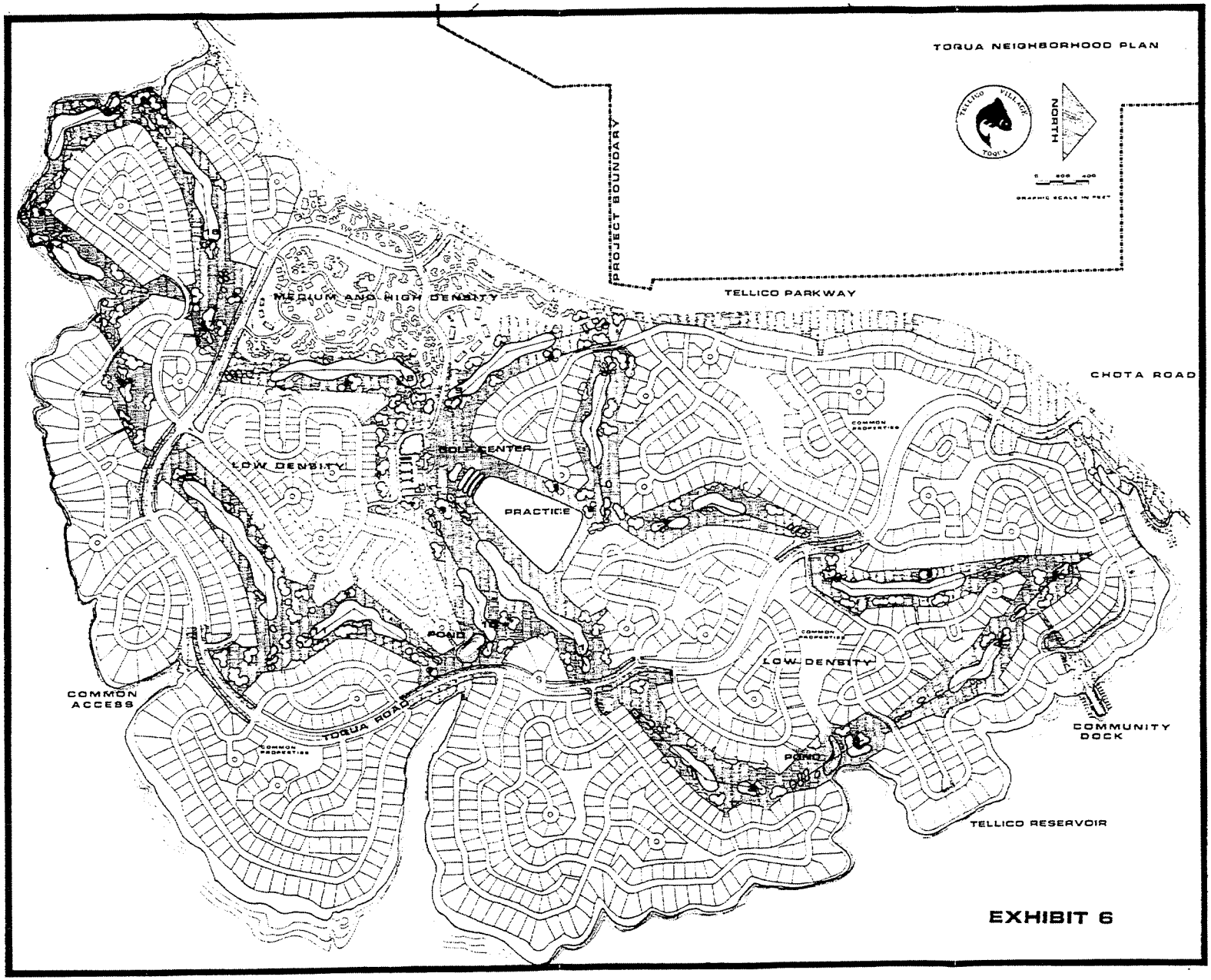
At the extreme northern end of the Toqua neighborhood, the Tellico Parkway, Toqua Road and a tier of lots bound a partially wooded cove. The reservoir's level fluctuation

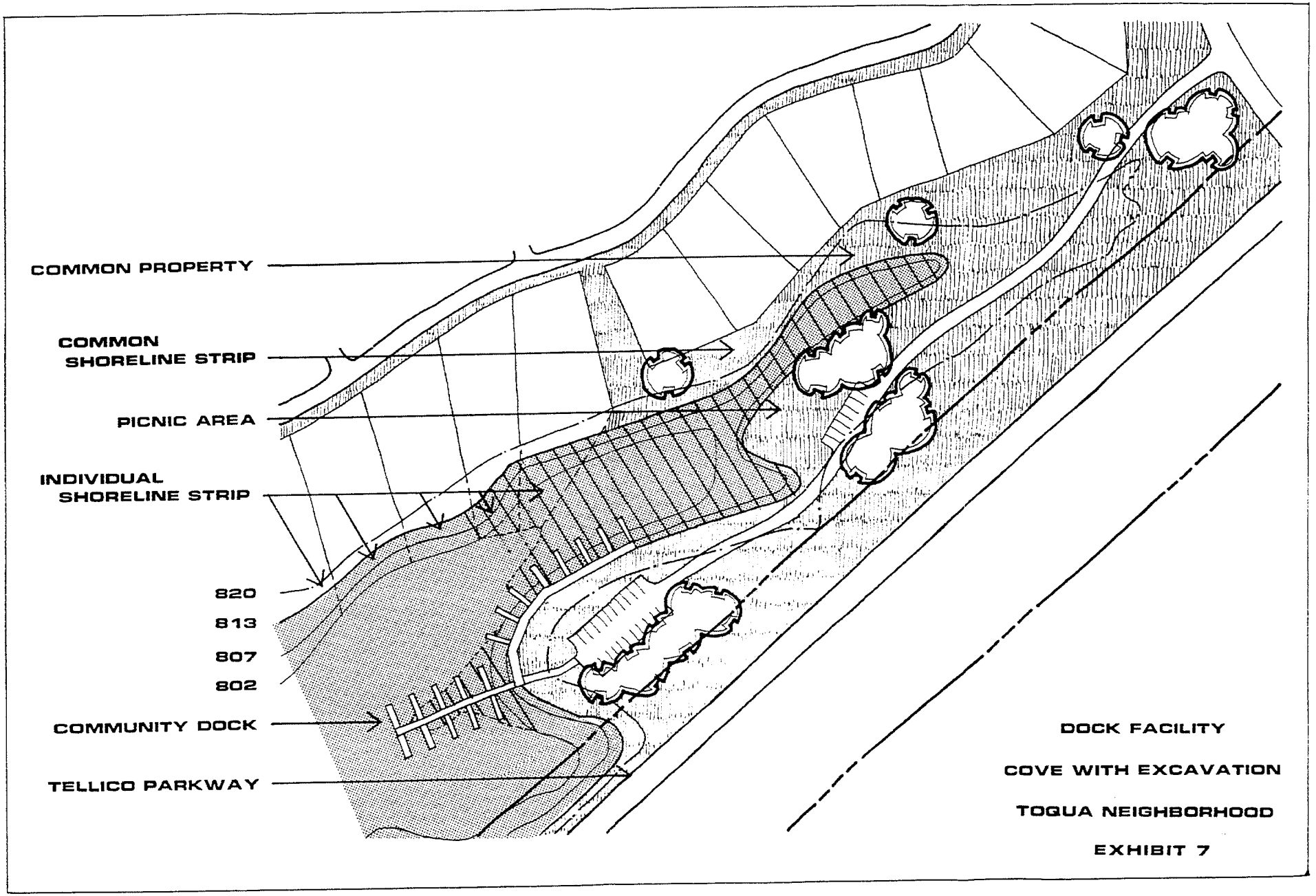
create a major obstacle to access in the winter, as the shoreline effectively moves several hundred feet. This would be an ideal location for the Property Owners' Association and the adjoining lot owners to improve the shoreline or dredge an area adequate for constructing water use facilities.

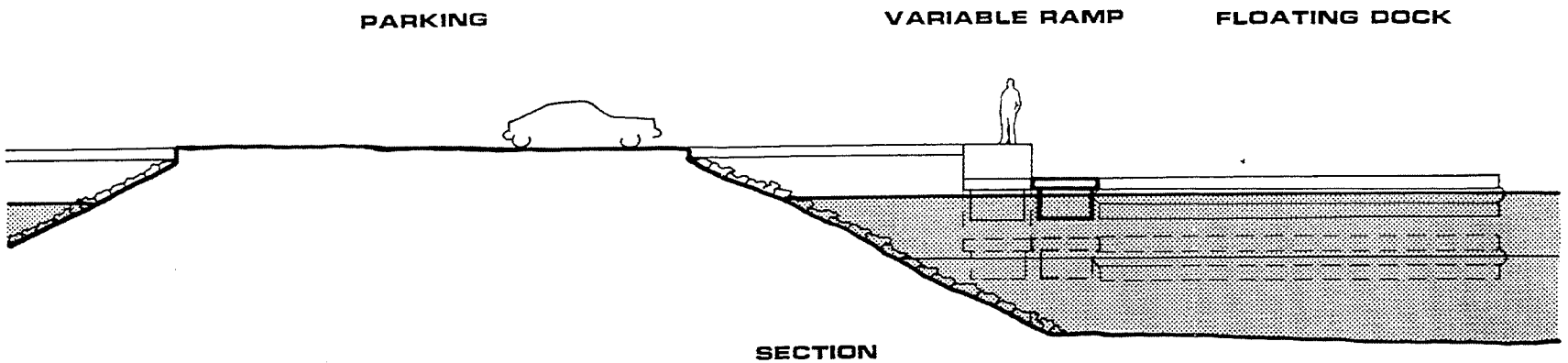
Another opportunity for a lake-oriented facility exists a short distance south of the cove. The topographic maps indicate a small ridge in the original landform, which creates a very shallow lake condition.

Cooper Communities proposes to plat an area of Common Properties and extend a Common Shoreline Strip to cover this problem area. This site would be readily developable for parking, a beach and a community dock. A facility containing thirty to forty slips could be developed without appreciable projection beyond the point exposed during the lowest winter pool.

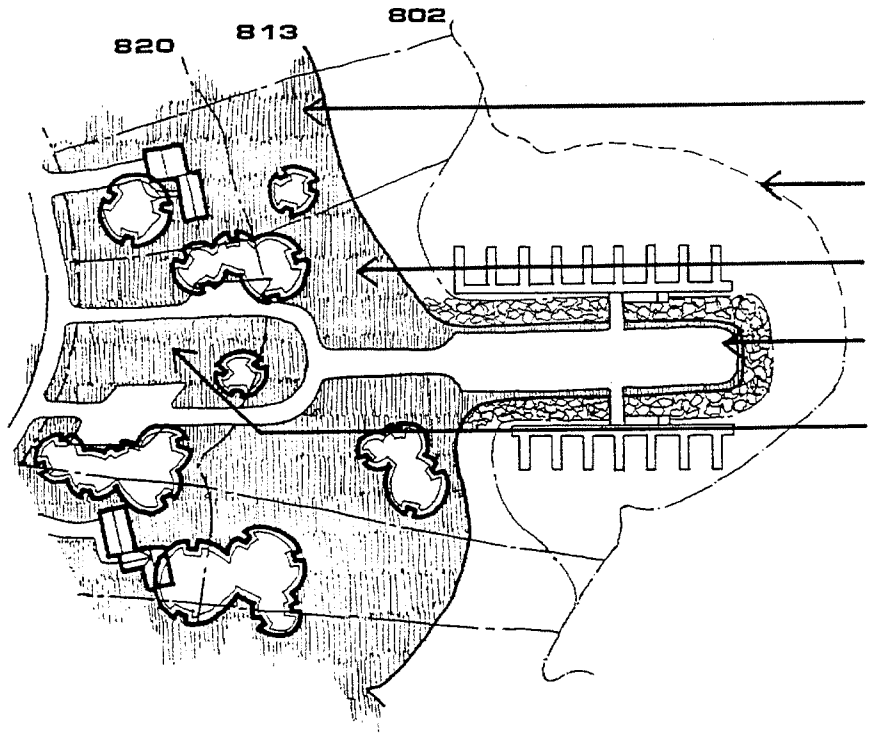
Cooper Communities, Inc. requests TRDA and TVA approval of applying these concepts to similar tracts as they become evident during detailed planning. All construction activities will be carried out according to the standards established in the Covenants and the Water Use Facilities Permit. This approval is transferrable to the Property Owners' Association. All community dock structures would be subject to TVA review.


TOQUA NEIGHBORHOOD PLAN
NORTH
PROJECT BOUNDARY
TELLICO PARKWAY
MEDIUM AND HIGH DENSITY
CHOTA ROAD
GOLF CENTER
LOW DENSITY
PRACTICE
POND
LOW DENSITY
COMMON ACCESS
TOQUA ROAD
COMMUNITY DOCK
POND
TELLICO RESERVOIR
EXHIBIT 6


COMMON PROPERTY
COMMON SHORELINE STRIP
PICNIC AREA
INDIVIDUAL SHORELINE STRIP
820
813
807
802
COMMUNITY DOCK
TELLICO PARKWAY
DOCK FACILITY
COVE WITH EXCAVATION
TOQUA NEIGHBORHOOD
EXHIBIT 7



SECTION



INDIVIDUAL SHORELINE STRIP

EXCAVATED AREA

COMMON SHORELINE STRIP

PARKING

PICNIC AREA

COMMON DOCK ON SHALLOW POINT

TOQUA NEIGHBORHOOD

EXHIBIT 8

C. CHOTA

1. Planning Concepts

The Chota Neighborhood is greatly impacted by the Tellico Parkway which separates the hilly majority of the land from a series of narrow points along the lakeshore. Because of their configuration and location, these points have been designated for medium and high density residential use.

Chota Road is planned to intersect the Parkway at the north connection of Toqua Road. This intersection provides access to one of the zones of Commercial and Community Facilities. The expected use will be as a neighborhood scale shopping area, with a future supermarket as the largest retail facility. Other uses would be offices, churches, and government or Property Owners' Association facilities.

2. Development of Common Properties

A specific example of proposed construction within the reservoir property is the ponded area at the northern intersection of Chota Road with the Parkway. At present this and the other similar places where the Parkway crosses the 820 contour line form ponds during the summer. In the winter there is little or no water retained and a sizeable area of mud is exposed.

The proposed strategy is to provide a pond with a relatively stable water level by revising the existing drainage structures without reducing their capacity in storm situations. This pond and others like it would provide an alternative water-oriented recreation experience.

These plans would not interfere with the future expansion of the Parkway into a divided roadway. The possibility of a pedestrian way along the embankment will also be taken into account. By taking all these factors into consideration, an existing problem area becomes a positive asset.

Cooper Communities, Inc. requests TRDA and TVA approval of applying this concept to the several additional areas which exhibit similar characteristics and opportunity for enhancement of the surrounding property. This approval is understood to be transferable to the Tellico Village Property Owners' Association for construction on such land or easement area as has been deeded or assigned to said organization. A site-specific design would be submitted to TVA in each instance.

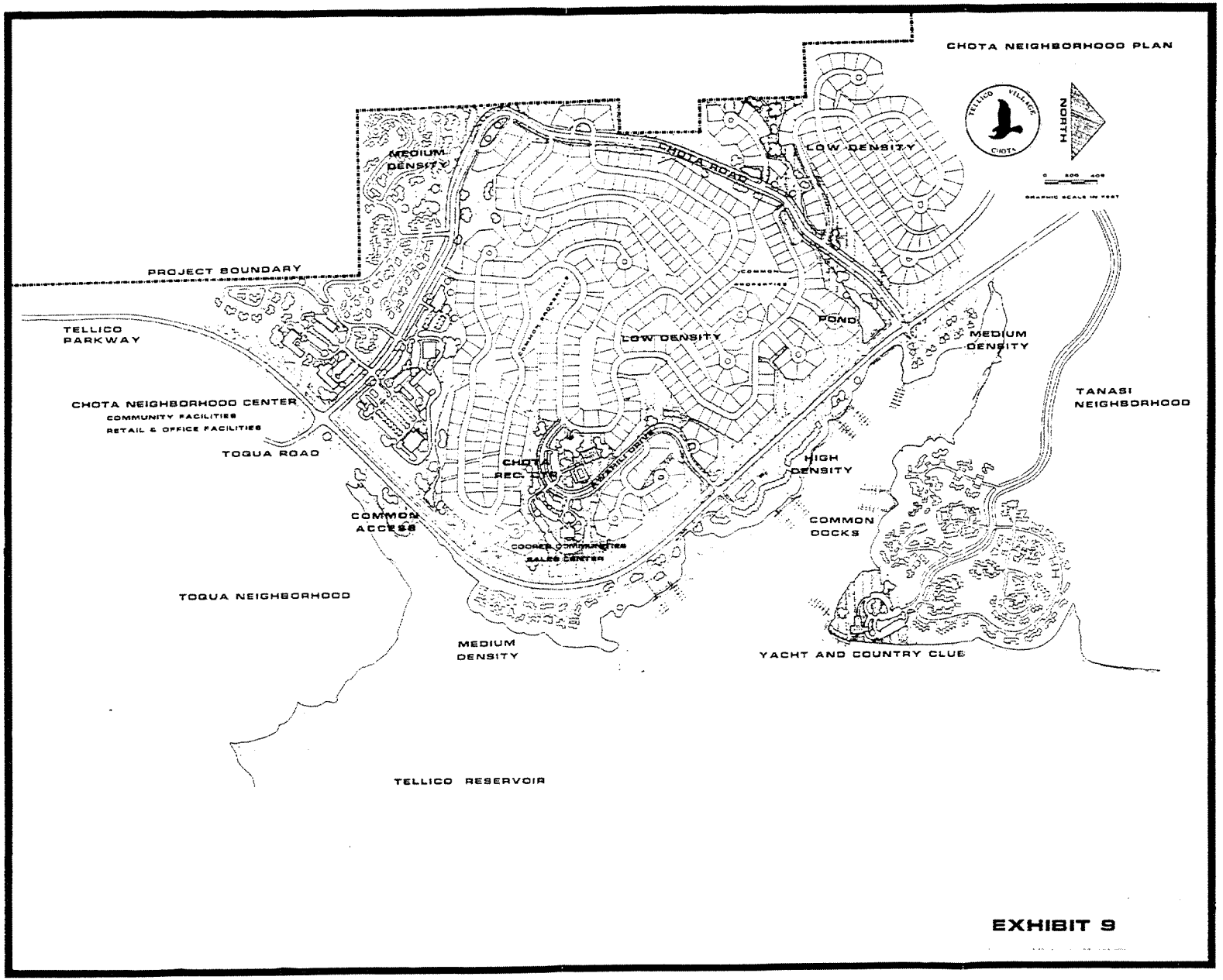
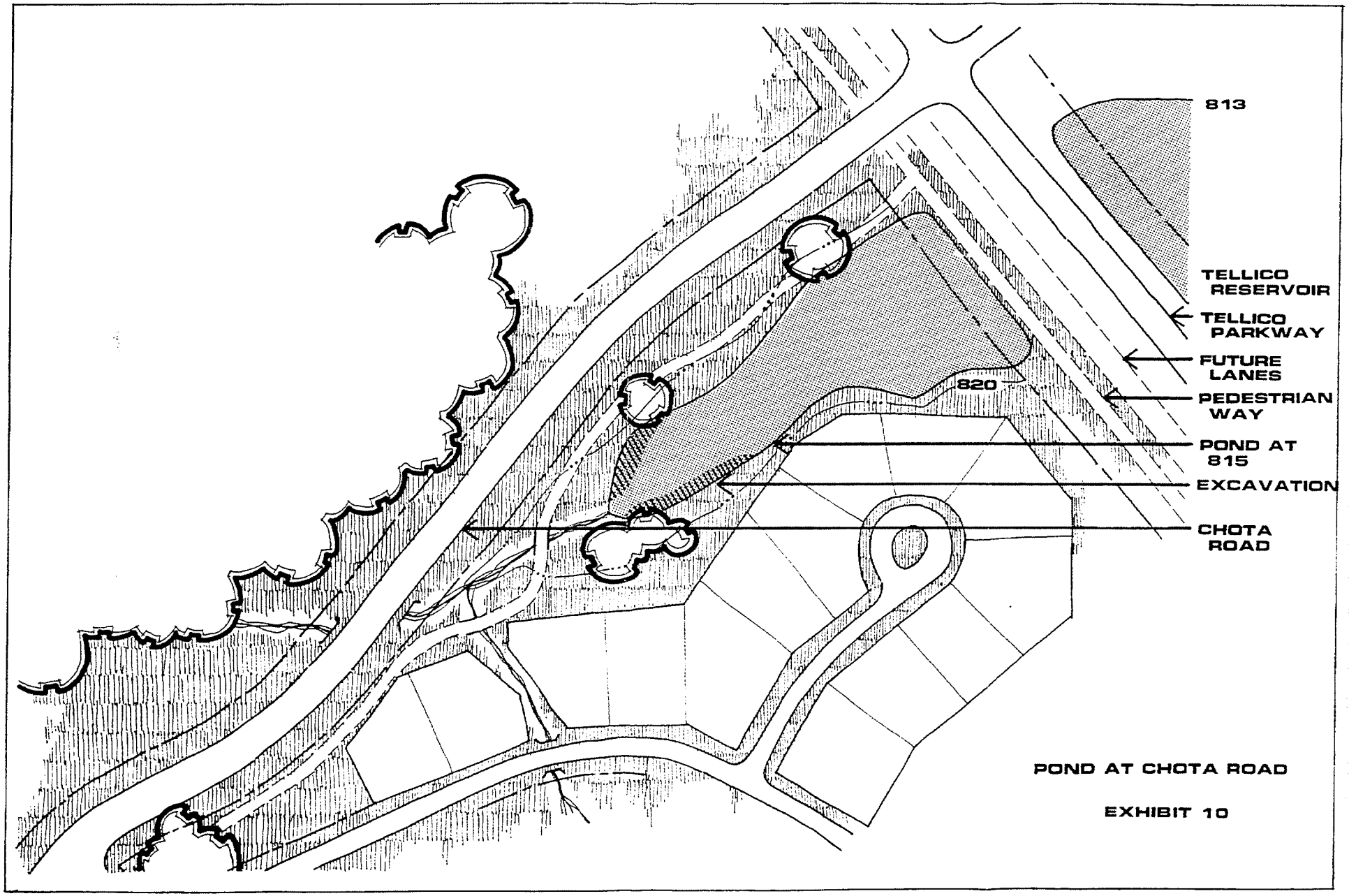

CHOTA NEIGHBORHOOD PLAN
NORTH
MEDIUM DENSITY
CHOTA ROAD
LOW DENSITY
PROJECT BOUNDARY
TELLICO PARKWAY
POND
MEDIUM DENSITY
LOW DENSITY
TANASI NEIGHBORHOOD
CHOTA NEIGHBORHOOD CENTER
COMMUNITY FACILITIES
RETAIL & OFFICE FACILITIES
TOQUA ROAD
CHOTA REC. CTR.
HIGH DENSITY
COMMON ACCESS
COMMON DOCKS
COOPER COMMUNITIES SALES CENTER
TOQUA NEIGHBORHOOD
MEDIUM DENSITY
YACHT AND COUNTRY CLUB
TELLICO RESERVOIR

EXHIBIT 9



POND AT CHOTA ROAD

EXHIBIT 10

TENNESSEE PUBLIC UTILITY COMMISSION

IN RE:	**PETITION OF TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION (TVPOA) TO DETERMINE IF A CCN IS NEEDED**
DOCKET NO.:	**25-00048**

AFFIDAVIT OF MATT BENOIT

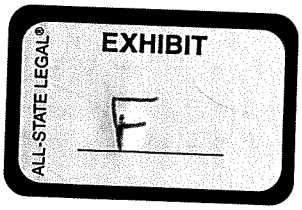
STATE OF TENNESSEE)
COUNTY OF LOUDON)

Comes now the affiant, **MATT BENOIT**, and after being duly sworn in accordance with the law does state the following:

1. I am Matt Benoit, a citizen and resident of Loudon County, Tennessee. I am over the age of eighteen (18), of sound mind, and have personal knowledge of the matters set forth herein.

2. I am the Interim General Manager and Director of Public Works for the Tellico Village Property Owners Association, Inc. ("TVPOA").

3. As Interim General Manager and Director of Public Works, I have certain personal knowledge regarding TVPOA's operation of the water and sewer utilities exclusively to serve lot owners in the Master Planned Residential Subdivision of Tellico Village; historical records of TVPOA related to the operation and regulation of the water and sewer utilities for Tellico Village; the water and sewer operating permits issued to TVPOA by the Tennessee Department of Environment and Conservation ("TDEC"); TVPOA's compliance with the TDEC water and sewer operating permits and all applicable TDEC regulations; and the current demographic information related to the development of Tellico Village. My knowledge in these respects is based upon my personal experience in addition to a reasonable review of the historical records of TVPOA and



information obtained from current and former TVPOA Public Works employees related to the operation and regulation of the water and sewer utilities for Tellico Village

4. TVPOA was established in 1985, pursuant to the Tellico Village Master Plan, as a cooperative nonprofit corporation responsible for operating the water and sewer system to exclusively serve the lot owners in Tellico Village, as no municipality, utility district, or other utility provided water or sewer services to Tellico Village at its inception.

5. TVPOA has continually operated and maintained the Tellico Village water and sewer utilities on land owned by TRDA and leased by TVPOA since 1985, for the exclusive benefit of lot owners in the Master Planned Residential Subdivision of Tellico Village.

6. To my knowledge, and based upon a reasonable review of the historical records of TVPOA and information obtained from current and former TVPOA Public Works employees related to the operation and regulation of the water and sewer utilities for Tellico Village, at no time has TVPOA ever provided water or sewer utility services to any private person or entity other than a Tellico Village lot owner.

7. Since its inception, TVPOA has adhered to all applicable TDEC permitting requirements and regulations for operation of the water and sewer utilities for Tellico Village, including required annual regulatory inspections and reporting.

8. To my knowledge, and based upon a reasonable review of the historical records of TVPOA and information obtained from current and former TVPOA Public Works employees related to the operation and regulation of the water and sewer utilities for Tellico Village, The Tennessee Public Utilities Commission (the "Commission") and its predecessor entities never requested that TVPOA obtain a Certificate of Public Convenience and Necessity ("CCN"); never

requested that TVPOA pay any annual inspection fee; never once requested that TVPOA file a tariff; and in fact, never communicated with TVPOA for any reason whatsoever.

9. Tellico Village presently contains six thousand nine hundred fifteen (6,915) residential lots and houses over eleven thousand (11,000) residents.

10. Pursuant to the Tellico Village Master Plan, a limited number of commercial amenities and lots were ultimately developed to serve the residents of Tellico Village. However, the limited number of commercial amenities and lots that were developed over time in Tellico Village did not in any manner alter the master planned residential use of Tellico Village, as such lots were always incidental to and intended to serve the residents of Tellico Village.

FURTHER AFFIANT SAITH NOT.

Matt Benoit

Sworn to and subscribed before me this 13th day of August, 2025.

LISA BRIDGES
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF LOUDON

Notary Public

My Commission Expires: Nov. 16, 2027

TENNESSEE PUBLIC UTILITY COMMISSION

IN RE:	**PETITION OF TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION (TVPOA) TO DETERMINE IF A CCN IS NEEDED**
DOCKET NO.:	**25-00048**

AFFIDAVIT OF BRYAN HALL

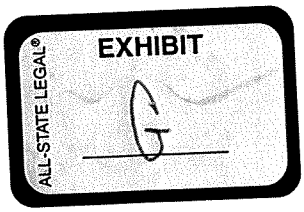
STATE OF TENNESSEE)
COUNTY OF MONROE)

Comes now the affiant, **BRYAN HALL**, and after being duly sworn in accordance with the law does state the following:

1. I am Bryan Hall, a citizen and resident of Monroe County, Tennessee. I am over the age of eighteen (18), of sound mind, and have personal knowledge of the matters set forth herein.

2. I am the Executive Director of the Tellico Reservoir Development Agency ("TRDA"), which is an agency of the State of Tennessee, with its principal place of business located at 165 Deer Crossing, Vonore, Tennessee 37885.

3. Pursuant to Tenn. Code Ann. Sec. 64-1-701, TRDA was created for the purpose of "developing and effectuating plans and programs for the comprehensive development of, acquiring, operating, managing, selling, leasing and the development of all or a portion of the lands lying within the Tennessee Valley Authority Tellico Reservoir project area, as shown on the official tract maps of the Tennessee Valley Authority, and such contiguous lands as may be acquired by or transferred to the agency within the watershed of the Little Tennessee River, including portions of Monroe, Loudon and Blount counties, referred to as 'development lands'". (The development lands designated by Tenn. Code Ann. Sec. 64-1-701 are referred to herein as the "Development Lands").



4. Pursuant to Tenn. Code Ann. Sec. 64-1-709, "the comprehensive development plan, as adopted, approved and amended by the agency (TRDA), shall control the development within the development lands" acquired and regulated by TRDA.

5. Further, pursuant to Tenn. Code Ann. Sec. 64-1-709, "any municipal planning regulation, any county zoning regulation, and any municipal zoning regulation that shall be adopted with respect to or shall apply to any portion of such development lands shall be superseded by the comprehensive development plan adopted, approved and amended by the agency (TRDA), and, to the extent that same is inconsistent with the agency's (TRDA's) comprehensive development plan, shall be of no force or effect as regards any such lands acquired by the agency (TRDA)."

6. Based upon the authority granted to TRDA under Tenn. Code Ann. Sec. 64-1-709, TRDA has exclusive planning, zoning, and land use authority over the Development Lands, which includes the Master Planned Residential Subdivision of Tellico Village.

7. As Executive Director of TRDA, I have personal knowledge regarding the planning and development of Tellico Village as a Master Planned Residential Subdivision pursuant to the various contractual agreements among Tennessee Valley Authority ("TVA"), TRDA, and private developer Cooper Communities, Inc. ("CCI"). I also have personal knowledge regarding the establishment of Tellico Village Property Owners Association, Inc. ("TVPOA") under the Tellico Village Master Plan as the cooperative nonprofit corporation responsible for operating the water and sewer system to exclusively serve the property owners in Tellico Village, as no municipality, utility district, or other utility provided water or sewer services to Tellico Village at its inception in 1985.

8. Pursuant to TRDA's exclusive planning, zoning, and land use authority over the Development Lands under Tenn. Code Ann. Sec. 64-1-709 and its comprehensive development plan for the Development Lands, TRDA designates Tellico Village as a Residential Subdivision.

9. The Tellico Village Master Plan, approved by TVA and TRDA in 1985, provides that the primary land use for Tellico Village is Low Density Residential.

10. In accordance with the Tellico Village Master Plan, TRDA presently owns and leases approximately 1663 acres of common property in Tellico Village to TVPOA.

11. Nearly all of the water and sewer utility infrastructure for the Tellico Village water and sewer systems is located on common property owned by TRDA and leased to TVPOA.

12. TVPOA has operated the water and sewer utilities exclusively serving the property owners in the Tellico Village Residential Subdivision since its inception in 1985.

[SIGNATURES ON THE FOLLOWING PAGE]

FURTHER AFFIANT SAITH NOT.

Bryan Hall

Bryan Hall

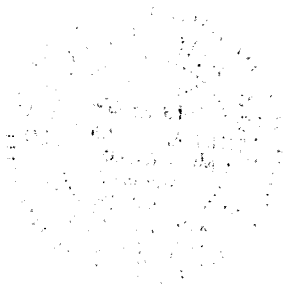
Sworn to and subscribed before me this 1st day of August, 2025.

Lisa Ann Samples

Notary Public

My Commission Expires:

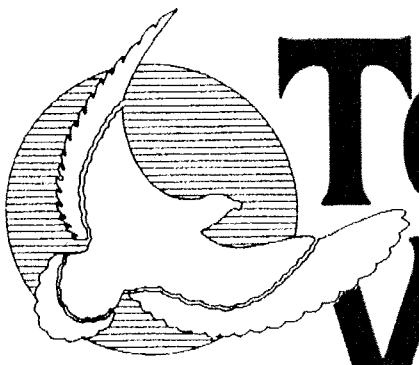
8/30/2026



MASTER PLAN

UTILITIES

VOLUME IV



Tellico Village

TENNESSEE

ALL-STATE LEGAL®
EXHIBIT
H

TELLICO VILLAGE MASTER PLAN

VOLUME IV: UTILITIES

Submitted to: Tellico Reservoir Development Agency
Vonore, Tennessee

Prepared for: Cooper Communities, Inc.
Bentonville, Arkansas

Prepared by: Cooper Consultants
Bella Vista, Arkansas

DECEMBER 1985

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SECTION A

UTILITIES FURNISHED BY AGENTS OTHER THAN

THE PROPERTY OWNERS ASSOCIATION

UTILITIES FURNISHED BY AGENTS OTHER THAN THE PROPERTY OWNERS ASSOCIATION

Telephone and electric utilities will be provided by regional utility companies, and will supply Tellico Village with telephone and electric services. South Central Bell will be the telephone utility company for the Loudon County portion of Tellico Village, and Tellico Telephone will provide service to the Monroe County portion of the Village. Tellico residents in Monroe County will receive electric service from Fort Loudon Electric Cooperative, and Loudon Utilities will service Loudon County residents with electricity. All telephone and electric rates to homeowners will be in accordance with published tariffs of the utility companies.

All utilities will be constructed on easements and in rights-of-way as appropriate. Easements required for electric substations and telephone switching stations will be set aside by the developer. Extension of utilities to and within the subdivisions of Tellico Village will be arranged by the utility companies involved. The service lines along Tellico Parkway and collector streets within the village will be overhead, and lines within the subdivisions will be underground if and where feasible within the sole discretion of the developer or its assigns. Where possible, construction of utility lines in a common trench will be encouraged.

Following agreement upon an appropriate size and type of street lighting fixture, the electric utility companies will install and maintain lighting devices at a rate agreed upon by the utility company and the Tellico Village POA. Eventually, lighting fixtures will be provided at street intersections, the end of cul-de-sacs, and at the midpoints of horizontal and vertical street curves.

No sanitary landfill will be allowed within the Project, provided, however, this provision is not intended to prohibit the onsite burial of construction waste associated with construction of the Project by the Developer. Solid waste collection and disposal will be provided by a privately owned collector contracted by the Tellico Village POA.

TENNESSEE VALLEY AUTHORITY
KNOXVILLE, TENNESSEE 37902
320 Evans Building

JUN 05 1985

John Cooper Jr., President
Cooper Communities, Inc.
P.O. Box 60
Bentonville, Arkansas 72712

Dear Mr. Cooper:

We understand Cooper Communities, Inc., has a preliminary agreement with Fort Loudoun Electric Cooperative to supply power to the 666 acre Corntassel site in Monroe County. We also understand the site will not be developed for three or four years. As was the case with Loudoun Utilities, any final agreement which provides for the placement of powerlines either overhead or underground will require TVA approval for the construction and placement.

Very truly yours,

TENNESSEE VALLEY AUTHORITY

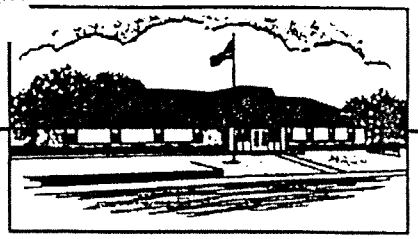
Howard B. Sain

Howard B. Sain
Tellico Project Manager
Field Operation, Eastern Area

HBS:ADC
cc: Jack Hammontree
Executive Director
Tellico Reservoir Development Agency
Route 2, Box 301
Vonore, Tennessee 37855

Fort Loudoun Electric Cooperative

400 COLLEGE STREET
POST OFFICE BOX 307
MADISONVILLE, TENNESSEE 37354



June 15, 1984

Mr. David Thrasher
Environmental Engineering
Cooper Consultants
1 Carlisle Drive
Bella Vista, Arkansas 72714

Dear Mr. Thrasher:

Based on today's cost, we have made an effort to estimate the cost for providing electric service to the Monroe portion of the Tellico Development Project as shown by plans mailed to us June 1, 1984.

If the completed plan of 588 houses were required and constructed now, it appears we would need an additional $2.00 per month from all owners in the form of a facilities rental charge, above our existing rates. These calculations were based on the fact that we will spend $720 to serve one customer.

This would meet all the requirements outlined in your letter of June 1, 1984. With no more information than we have concerning this project it would be impossible at this time to arrive at any more detailed costs than those outlined above.

We would be happy to provide further information as the project develops and you have more specific details to which we could apply our costs.

We hope this is satisfactory information for this stage of the project.

Yours very truly,

FORT LOUDOUN ELECTRIC COOPERATIVE

Wm. A. Huddleston

Wm. A. Huddleston
General Manager

WAH/jgm

TENNESSEE VALLEY AUTHORITY
CHATTANOOGA, TENNESSEE 37401
840 Power Building

May 28, 1985

Mr. James N. Smith, Jr., Manager
Loudon Utilities
Loudon, Tennessee 37774

Dear Mr. Smith:

At your request we have reviewed your May 24, 1985 letter to John Cooper setting out the arrangements among Loudon, Cooper Communities, Inc., and the Tellico Village Property Owners Association covering the extension of electric service into the Tellico Village development. Based upon our review of the letter, including the provision to the effect that the arrangements set out therein do not authorize Loudon to refuse service to applicants otherwise entitled to it, we see no conflict between the proposed arrangements and the provisions of the wholesale power contract between TVA and Loudon.

Very truly yours,

TENNESSEE VALLEY AUTHORITY

R. C. Crawford, Director
Division of Energy Use
and Distributor Relations

cc: Mr. John Cooper, President
Cooper Communities, Inc.
Post Office Box 60
Bentonville, Arkansas 72712

An Equal Opportunity Employer

CITY OF LOUDON
CITY HALL
P.O. BOX 189
LOUDON, TENNESSEE 37774

May 24, 1985

Mr. John Cooper, Jr., President
Cooper Communities, Inc.
Post Office Box 60
Bentonville, Arkansas 72712

Dear Mr. Cooper:

This is to summarize our understanding developed during our April 12, 1985 meeting and subsequent meetings and telephone conversations thereafter regarding the installation of electric service facilities in the Tellico Village project. The electrical system will consist of overhead lines along the Tellico Parkway, major collector streets, and minor collector streets, with underground primary service extending along the streets within the subdivision. Pad-mounted transformers located along the subdivision streets will serve the individual residences. A utility easement on one side of each subdivision street will be devoted exclusively to the underground telephone and primary electrical system and pad-mounted transformers. Installation of the electrical system will be a joint effort by Cooper Communities, Inc. (CCI), and Loudon Utilities (Loudon), as generally outlined in this letter.

CCI Responsibilities:

1. CCI will provide or cause to be provided the entire overhead primary distribution system, both three-phase and single-phase, required to supply electric service to the proposed Tellico Village project. CCI shall incur the cost of the overhead system beginning at Russell Store and extending to the project, along the Tellico Parkway and along the major and minor collector streets as the individual subdivisions are opened. CCI will also provide the overhead and underground primary service as required to serve the sales office, yacht club, golf club, and other amenities provided by CCI.

2. CCI shall employ an electrical consultant experienced in distribution line design to develop a master plan of the overhead facilities to be installed in Tellico Village. The plan shall

provide a high reliability service characteristic with two-way feeds into all subdivisions where financially feasible. Loudon will provide advice and assistance in the development of the master plan.

3. CCI shall employ an electrical consultant to provide detailed design services for the overhead system. The overhead facilities shall be installed by a bonded electrical contractor and shall conform to all applicable electrical codes. If desired by CCI, Loudon will arrange for the design service and prepare bid specifications for construction of the facilities. CCI may select the appropriate contractor and Loudon will oversee the construction.

4. Loudon will inspect the facilities and upon satisfactory resolution of any discrepancies, Loudon will accept ownership and responsibility for operation, maintenance and replacement of the constructed system.

5. Prior to the construction of roads within the subdivision, CCI shall provide Loudon a set of road plans and Loudon will mark said plans to denote the exact location of all electrical ducts extending under the roadbed. Loudon will provide the duct material and CCI will install the duct at the specified locations at no expense to Loudon.

Loudon Responsibilities:

1. Loudon Utilities, at its own expense, will renovate its distribution system extending to Russell Store to provide the electrical facilities required to serve Tellico Village, including the provision of a 161-13-kV substation, when required.

2. Upon completion of the necessary overhead system provided by CCI, Loudon will extend an underground distribution system as required to provide service to lots which have received building permits from the Architectural Control Committee (ACC) of the Property Owners Association (POA).

3. Loudon will not be required to extend underground electric service into a subdivision to serve a house until all of the following conditions are met:

   A. The subdivision is platted
   B. The lot is sold
   C. The road extending to the lot is completed except the paving
   D. CCI's overhead electrical infrastructure to the subdivision is completed
   E. Water and sewer service is available
   F. The ACC permit is approved
   G. Electrical connection fee is paid

4. The ACC will advise Loudon of each approved building permit and Loudon will not be required to provide electric service until six months after the date of notification of said permit.

5. Loudon shall not be required to extend service in any new subdivision if more than 600 lots plus CCI's housing reserve (not to exceed 400 lots) remain in CCI's unsold lot inventory in Tellico Village. In addition CCI shall pay to Loudon a charge of $2.00 per month for each lot in CCI's inventory in excess of 600 plus its housing reserve.

POA and ACC Responsibilities:

1. POA shall pay to Loudon Utilities a monthly fee of $2.00 for each lot sold in Tellico Village. The charge shall begin when a lot is initially sold and shall continue until 6,000 lots in Tellico Village contain housing. CCI will guarantee this payment for the lots sold during the first four years of the project.

2. In its review of house plans submitted for a building permit, the ACC shall be responsibile for assuring the housing plans meet the energy saver homes requirement of the covenants and shall provide the oversight of construction. The responsibility for meeting the requirements of covenants rests with property owner and housing contractor.

3. As a part of the permit approval process, the ACC shall collect and transmit to Loudon a $150.00 connection fee (subject to adjustment for inflation). The connection fee covers Loudon's cost of extending the underground secondary electrical service from the transformer to the house. The builder shall be responsible for opening and closing the ditch extending to the house.

If the above conditions and responsibilities are acceptable to CCI and POA, Loudon Utilities will provide underground electrical service to lots in Tellico Village subject to a maximum six-month lead time.

Service will be provided to the homeowner under the following conditions.

1. Payment to the POA of a $150.00 connection fee.

2. Except as otherwise specified in this letter, electric service will be provided under the same rates and terms and conditions (copies attached) as are applied to other residential customers of Loudon. Payment of a special facilities charge in an amount specified by Loudon (but not exceeding $20.00 per month) for 60 months to cover the difference in costs between the underground electrical system being installed in the subdivisions and an overhead system which Loudon would have otherwise installed.

This agreement shall not be construed as authorizing Loudon to refuse service to any applicant entitled to service in accordance with its power contract with TVA, applicable laws, and Loudon's rules and regulations and service practices.

If the arrangement described herein is acceptable to CCI, please indicate by signing a copy of this letter and returning it to me. We will then proceed with contractual understanding to implement the above arrangements.

Sincerely,

James M. Smith, Jr.
City Manager

JMS:es

CC: Mr. Bill Willis, TVA General Manager
Mr. Ed Hall, TVA
Mr. Lee Lacy, TVA Office of Power, Southeastern District
Mr. L. W. Smith, TVA Office of General Council - E11C47 - C
Mr. Howard Sain, TVA Office of Natural Resources

This agreement acceptable to CCI

John Cooper, Jr., President

This agreement accpetable to Tellico Village POA

Pres.

This agreement acceptable to Loudon Utilities

Chairman of the Board

SECTION B

A MASTER PLAN FOR

WATER DISTRIBUTION AND STORAGE FACILITIES

LAW OFFICES
HARVEY L. SPROUL
305 E. BROADWAY
LENOIR CITY, TENNESSEE 37771

HARVEY L. SPROUL
DEBORAH TRAVIS LEWIS

TELEPHONE 986-8054
AREA CODE 615

RECEIVED
NOV 20 1984
COOPER COMMUNITIES, INC.
LEGAL DEPT.

November 16, 1984

Mr. Richard H. Smith, Vice President
Cooper Communities, Inc.
P.O. Box 569
Bentonville, AR 72712-9989

Re: Tellico Village Water Service Agreement

Dear Richard:

In accordance with our telephone conversation the other day, this is to confirm that the TASS Board unanimously approved the revised wholesale water agreement in accordance with our most recent discussions, and including those changes that were made by agreement over the telephone.

As I have further advised you, it is necessary that TASS provide the Farmers Home Administration (as the only mortgage holder for TASS) as an approver to the contract. However, this point was not discussed at the meeting.

In general, the Board and others present seemed to feel that the contract is reasonable under the circumstances, and, at this point, it would appear that everything is in line for you to proceed as soon as possible.

After I have received the contracts back from Farmers Home Administration, I will forward them to you.

I will continue to expedite this matter as much as possible.

Very truly yours,

Harvey L. Sproul

bjw

Enclosure
cc: R. Wilkerson
C. Wilkins
T. Scruggs
J. Hooper

LAW OFFICES
HARVEY L. SPROUL
905 E. BROADWAY
LENOIR CITY, TENNESSEE 37771

HARVEY L. SPROUL
DEBORAH TRAVIS LEWIS

TELEPHONE 986-8054
AREA CODE 615

November 16, 1984

Mr. Howard W. Hatcher, District Director
Farmers Home Administration
P.O. Box 755
Dunlap, TN 37327

Re: TASS Wholesale Supply Agreement
With Tellico Village Property
Owners Association

Dear Mr. Hatcher:

For several weeks we have been negotiating with Cooper Communities, Inc., the new developer for the Tellico Reservoir Residential Project, which has created the Tellico Village Property Owners Association, which organization will be responsible for providing all utilities and services within the confines of the new project area.

We have reached a satisfactory agreement for the provision of water to this organization over a ten year period, and I am enclosing herewith four copies of the contract, which already have been signed by TASS, but have not been forwarded as yet to Cooper Communities. However, Cooper Communities prepared the contract and are in agreement with all of its terms and will sign them as soon as they are received, and I will return to you a copy of a fully executed agreement after they have returned from Arkansas. I hope that this procedure is acceptable to you inasmuch as they are anxious to get the contract signed as soon as possible preliminary to an expected meeting with Tennessee Valley Authority in the next several days.

Accordingly, we would appreciate very much your approving TASS entering into this contract in accordance with the conditions of the Farmers Home Administration Bonds owed by Loudon County and Monroe County.

If there are any problems or questions, please advise.

Very truly yours,

Harvey L. Sproul

bjw

Enclosures

cc: Richard Smith, T. Scruggs, J. Hooper, R. Wilkerson, C. Wilkins

TENNESSEE DEPARTMENT OF HEALTH AND ENVIRONMENT
Bureau of Environment
T.E.R.R.A. BUILDING
150 NINTH AVENUE, NORTH
NASHVILLE, TENNESSEE 37203

August 14, 1984

Mr. David Thrasher
Cooper Consultants
1 Carlisle Drive
Bella Vista, Arkansas 72714

Re: Proposed Tellico Village Water System
Loudon County
Master Plan-Water Distribution & Storage Facilities
WM Project DW 84-0512

Dear Mr. Thrasher:

This letter acknowledges receipt of two copies of an engineering report for the above referenced project. This project consists of a description, design criteria, hydraulic analysis, and proposed mode of operation for a proposed new water system. This new water system is to purchase water from Tellico Area Services System and distribute it to residences and commercial customers in the proposed development of a planned community, Tellico Village. This development contains more than 4600 acres along western shores of Tellico Lake, and is located in Loudon and Monroe Counties. We have completed our review of this project and have found it to be apparently satisfactory. The engineering reports have been stamped to indicate our approval of them for use in preparing plans and specifications. If final plans and specifications have not been submitted for approval by August 13, 1985, it will be necessary to resubmit the engineering report.

We are retaining one copy of the engineering report for our records, and sending the other copy to our Knoxville Basin Office. Upon submittal of final plans and specifications or in any correspondence concerning this project, please refer to the WM Project Number as referenced to expedite review. If you have any questions concerning this project, contact me at (615)741-6636.

Very truly yours,

H. A. Macintire

H. A. Macintire
Assistant Program Manager
Drinking Water Section
Division of Water Management

HAM/ch WAT/39

cc: East Tennessee Regional Health Office
Loudon County Health Department
Monroe County Health Department
Knoxville Basin Office

RECEIVED AUG 20 1984

TENNESSEE DEPARTMENT OF HEALTH AND ENVIRONMENT
Bureau of Environment
T.E.R.R.A. BUILDING
150 NINTH AVENUE, NORTH
NASHVILLE, TENNESSEE 37203

August 17, 1984

Mr. David Thrasher
Cooper Consultants
1 Carlisle Drive
Bella Vista, AR 72714

Re: Tellico Area Services System

Dear Mr. Thrasher:

At a recent meeting with David Draughon and me, you described a plan to develop Tellico Village along the eastern shore of Tellico Lake in Loudon and Monroe Counties. Your plan includes the construction of a public water distribution system with the water to be furnished by Tellico Area Servies System.

Tellico Area Services Systems meets all state requirements for a public water system in Tennessee. Since the Federal government has delegated "primacy" to Tennessee for the regulation of public water systems, the Federal government concluded that Tennessee's Safe Drinking Water Act and Regulations included all requirements of the Federal Safe Drinking Water Act and Regulations.

Sincerely,

H. A. Macintire
Environmental Engineer
Division of Water Management

HAM/ckh 5/4

File 5-116-01-7
5-232-MP
DT ✓
L. Mitchell
R. Smith

AUG 22 1984

LAW OFFICES
HARVEY L. SPROUL
[illegible] B. BROADWAY
LENOIR CITY, TENNESSEE 37771

HARVEY L. SPROUL
DEBORAH TRAVIS LEWIS

TELEPHONE [illegible]
AREA CODE 615

Mr. David Thrasher, P.E.
Cooper Consultants
1 Carlisle Drive
Belle Vista, AR 72714

Re: Water Supply to Tellico Village

Dear Mr. Thrasher:

At the request of Mr. John A. Cooper, Jr., of Cooper Communities, Inc. (CCI), this is to advise you of the action of the Tellico Area Services System Board of Commissioners in approving in principle its intention to sell water to the Tellico Village Property Owners Association.

The action of the Board is stated as follows:

> That the Tellico Area Services System approve in principle an agreement to sell water to the Tellico Village Property Owners Association, when organized, at a reasonable bulk or wholesale rate to be later determined by negotiation, in accordance with the proposal presented by Mr. John Cooper, subject to the approval of the Cooper Communities, Inc., proposal now being considered by the Tellico Reservoir Development Association.

In addition, this is to advise you that Tellico Area Services System has excess production capacity and is capable of providing the needs of the proposed Cooper Communities Tellico Village Project for the lifetime of the project as conceived now.

It is understood that the information concerning the intention of the Tellico Area Services System to enter into an agreement with the Property Owners Association, as planned and requested by CCI, will be helpful in the presenting of the Cooper plans to federal and state agencies.

If additional information or amplification is needed, please advise.

Very truly yours,

Harvey L. Sproul (TASS Attorney)

S-232-AG
I.F. Gore
R. Smith
B. Frear
G. Crook

bjw
cc: John Cooper (CCI, Jack Hammontree (TRDA), R. Wilkerson, C. Wilkins
T. Scruggs, C. Pangle

AGREEMENT

AGREEMENT made this 13th day of November, 1984, between TELLICO AREA SERVICES SYSTEM, an agency of Monroe and Loudon Counties (operating through their Boards of Public Utilities), hereinafter referred to as "SELLER" and Tellico Village Property Owners Association, Inc., a nonprofit corporation organized under the laws of the State of Tennessee and hereinafter referred to as "PURCHASER."

WITNESSETH:

WHEREAS, PURCHASER desires to provide a water supply distribution system to serve the water users within Tellico Village at a reasonable cost to such customers; and

WHEREAS, PURCHASER has no supply or treatment facilities but has the capacity to extend transmission and distribution lines and connect with Seller's existing 16-inch water main without construction costs to SELLER and,

WHEREAS, SELLER owns and operates a water supply distribution system with sufficient capacity to serve the treated water requirements of Tellico Village and desires to supply such services; and,

WHEREAS, upon motion made, seconded and duly passed on the 13th day of November, 1984, by SELLER, the sale of water to PURCHASER in accordance with the provisions of this contract was approved, and the execution of this contract to carry out the sale was authorized by the SELLER'S Board of Commissioners and attested by its Secretary.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and for other valuable consideration, the parties agree as follows:

1. SUPPLY: SELLER agrees to furnish PURCHASER at the point of delivery hereinafter specified, during the term of this agreement or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of Tennessee in such quantity as may be required by Purchaser not to exceed 2,700,000 gallons per day.

2. TERM: This contract shall continue in force for a term of ten (10) years from the date on which actual service shall begin; thereafter, it shall continue for successive five year terms, provided that the parties can terminate the contract at the end of any term by giving, at least one hundred eighty (180) days prior to expiration, written notice of such termination.

3. POINT OF DELIVERY: The water to be supplied hereunder shall be transmitted by SELLER to PURCHASER at a delivery point located at the southernmost intersection of State Highway 72 with the Loudon/Monroe County line. The meter used for measuring the flow shall be located at the delivery point.

4. RATES: PURCHASER will pay SELLER for all water supplied hereunder at the following monthly rates:

MONTHLY CONSUMPTION		MONTHLY RATE
First 500,000	gallons of water --	$1.20/1,000 gallons
Next 1,000,000	" " " --	1.15/1,000 "
Next 1,500,000	" " " --	1.05/1,000 "
Next 2,000,000	" " " --	.96/1,000 "
Next 2,500,000	" " " --	.88/1,000 "
Next 2,500,000	" " " --	.82/1,000 "
Next 2,500,000	" " " --	.77/1,000 "
Next 2,500,000	" " " --	.72/1,000 "

5. ADJUSTMENT OF RATES: Rates as set out herein may be adjusted during the term of this agreement simultaneously with any general rate increase instituted by SELLER affecting all classes of customers; however, the percentage change in rates to

PURCHASER shall be proportionately equal to the average adjustment to all other residential customers of SELLER or in accordance with changes in the Consumer Price Index (CPI) whichever is less. CPI adjustment shall be made in accordance with the following:

The new rates shall be adjusted so that the ratio of the CPI for the month the general rate increase becomes effective shall be to the new rates as the CPI for month of execution of this contract is to the initial rates herein.

$$\text{Adjusted Rate} = \frac{\text{CurrenCPI}}{\text{MontoContracCPI}} \text{ Initial Rate}$$

The CPI shall mean the "All Urban Consumer, U. S. City Average" for "General Summary, All Items," as promulgated by the Bureau of Labor Statistics of the U. S. Department of Labor using the year 1967 as a base of 100. In the event the index issued by the Bureau of Statistics of the U. S. Department of Labor or any successor agency is not available, SELLER may use a reliable governmental or other non-partisan publication evaluating the information theretofore used in determining the CPI.

6. INSTALLATION: PURCHASER shall furnish necessary and suitable connection facilities and shall pay all initial costs of making connection with SELLER'S distribution lines including the cost of a meter. The main from SELLER'S existing line to the delivery point shall be 16 inch ductile iron. All such work shall be done in a workmanlike manner and in accordance with standards as set forth in the rules and regulations of the Tennessee Department of Health.

7. MAINTENANCE: PURCHASER shall own, operate and maintain at its expense all transmission and distribution lines, facilities and equipment on its side of the delivery point and SELLER shall own, operate and maintain the meter and all lines and facilities on its side of the delivery point; further, each shall be prompt and diligent in making repairs.

8. BILLING AND PAYMENT: Bills will be rendered on or about the 20th day of each month by SELLER to PURCHASER for the water supplied during the preceding approximate 30 day period, and each such bill shall be payable at the offices of SELLER at its water plant on or before the 5th day of the following month. A late payment penalty equalled to that imposed upon all residential users but not to exceed 10% may be levied against any monthly billing not paid by the 5th.

9. COMMENCEMENT OF PERFORMANCE: SELLER will begin or be ready, willing and able to begin supplying water upon notice that the connection work referred to in Paragraph has been completed.

10. METER: PURCHASER will furnish, pay for and install a meter to measure and record the amount of water supplied, the kind and quality of which meter shall be mutually agreed upon between the parties prior to installation. The meter shall become the property of SELLER following installation. The meter shall be tested regularly by SELLER and shall, at reasonable times upon the written request and in the presence of the duly authorized representative of PURCHASER, be subject to such additional standard tests as may be necessary to establish their commercial accuracy. All costs of tests, repairs, replacement and any other necessary main=tenance shall be the responsibility of SELLER, provided however that the cost of all PURCHASER requested meter tests in excess of one annually shall be borne by PURCHASER.

PURCHASER shall not interfere with the meter, but in case of defective service, shall immediately give notice thereof to SELLER. If any test shows that meter or connections have been damaged and that because of such damage the meters are not commercially accurate, the meter shall be restored to a condition of accuracy satisfactory to the representatives of both parties. If the inaccuracy of the meter shall exceed values set out in the American Water Works Association (AWWA) Standard C-700 and the AWWA Manual of Water Supply Practices (AWWA Manual M6), the

readings of such meter previously taken shall be corrected on the basis of such test, but not for a period greater than thirty (30) days prior to the day of the test nor prior to a date within such thirty (30) days on which such meter was found to be within the AWWA standards referred to.

11. INGRESS AND EGRESS: The parties shall at all times during the continuance of this agreement have the right of ingress and egress from the premises of the other for any purposes connected with the supply and distribution of water or maintenance of lines, facilities and equipment or the exercise of any rights secured or the performance of any obligations imposed by this agreement. However, access to SELLER'S water treatment facility shall not be unreasonable and shall be restricted to normal business hours.

12. INTERRUPTION OF SERVICE: SELLER shall use all reasonable diligence to provide and maintain uninterrupted service to PURCHASER but if interruptions in service to PURCHASER shall become necessary due to repair, extension or rehabilitation of the system, PURCHASER shall have timely notice of such necessity prior to commencement of any such work.

13. RIGHTS ON DEFAULT: If default shall be made at any time by PURCHASER in the payment of any sum of money due hereunder, or in the performance of any other term of condition of this contract, and if such default shall continue for a period of sixty (60) days, SELLER shall have the right at its option on thirty (30) days written notice to PURCHASER, without terminating or in any way avoiding this contract, to discontinue, suspend, or withdraw the further supply of water until such default shall have been completely remedied.

In the event of such default, or at the termination of this contract, it shall be lawful for and PURCHASER does hereby authorize and empower SELLER, through its agents or employees with the aid and assistance of any person or persons to enter upon the premises of PURCHASER at such place or places in which any meter, apparatus or other property of SELLER may be and remove the same.

14. CONNECTIONS: At any time during the term of this contract SELLER shall have the right but not the obligation to connect with PURCHASER'S water main at the point of its ultimate extension at the northern end of Tellico Village in order to complete a looping of the water line from SELLER'S water treatment plant by main extension along the eastern side of the Tellico Reservoir.

Each party shall have the exclusive right in the exercise of its sole discretion to allow individual residential connections or connections to project developments anywhere along its line and on its side of the point of delivery; provided, however, that any such connections shall not impair the allowing party's ability to perform hereunder. It is further provided that PURCHASER shall resell water only to water users within the geographical boundary of Tellico Village.

15. SUCCESSOR TO PURCHASER: In the event of any occurrence rendering PURCHASER incapable of performing under this agreement, any successor, whether the result of legal process, assignment or otherwise, shall succeed to the rights of PURCHASER hereunder.

16. MODIFICATION OF AGREEMENT: No amendment, modification, alteration, or enlargement of this contract shall be valid or binding unless reduced to writing at the time same is made and signed by the parties.

IN WITNESS WHEREOF, the Chairman and Secretary of the Tellico Area Services System Board of Commissioners and the President and Secretary of Tellico Village Property Owners Association, Inc. acting under authority of their respective organizations have executed this agreement at_____ on the day and year first above written.

SELLER:

TELLICO AREA SERVICES SYSTEM

ATTEST:

E. R. Parsons By: Thomas Rice Jr.

Secretary Chairman

PURCHASER:
TELLICO VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.

ATTEST:

Secretary By: President

This AGREEMENT is approved on behalf of the Farmers Home Administration this 6 day of ~~November~~ DECEMBER, 1984.

By: James R. McCroy

Title: JAMES R. McCROY, Chief
~~Community Programs~~
Farmers Home Administration, USDA

A MASTER PLAN

FOR

WATER DISTRIBUTION AND STORAGE FACILITIES

AT

TELLICO VILLAGE, TENNESSEE

A PROPOSED PLANNED COMMUNITY

BY

COOPER COMMUNITIES, INC.

Prepared for

Tellico Village Property Owners' Association

Prepared by

Cooper Consultants
1 Carlisle Drive
Bella Vista, Arkansas 72714

August 1984

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VII. Appendices

A. Agreement with Tellico Area Services System

B. Hydraulic Analysis

C. Excerpt from Declaration of Covenants and Restrictions

D. Water Distribution Master Plan Map

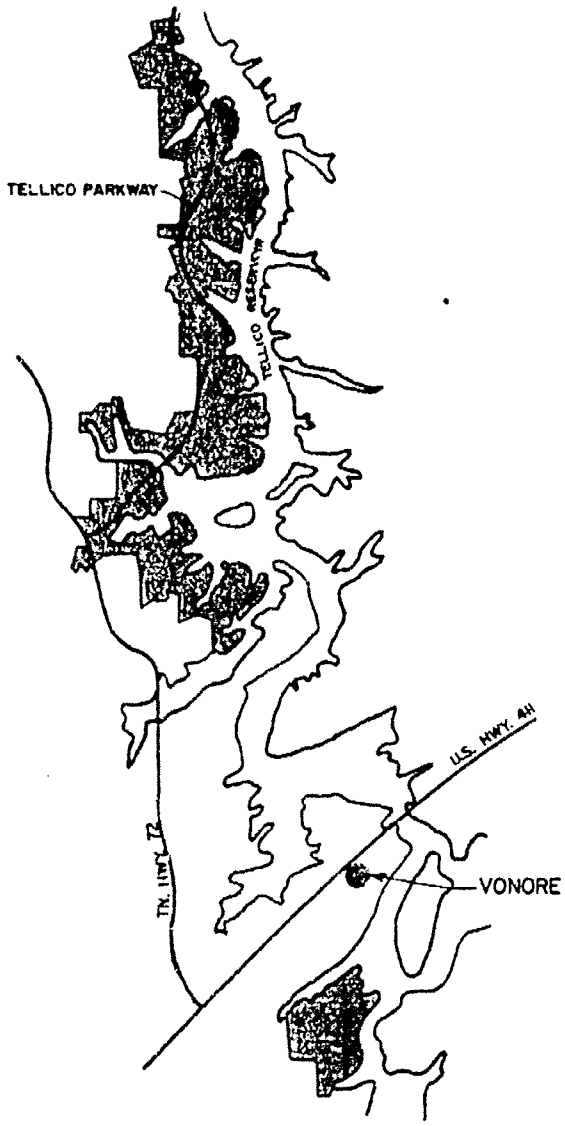
INTRODUCTION

I. INTRODUCTION

This document will serve as the Master Plan for the Water Distribution and Storage System for the proposed planned community of Tellico Village. It has been prepared by the Environmental Engineering Department of Cooper Consultants, Inc. This Master Plan has been coordinated with the Master Plans being prepared for Sewer, Electricity, Telephone, Transportation, Land Use, Community Management, and other planning documents to form an integrated part of a planned community.

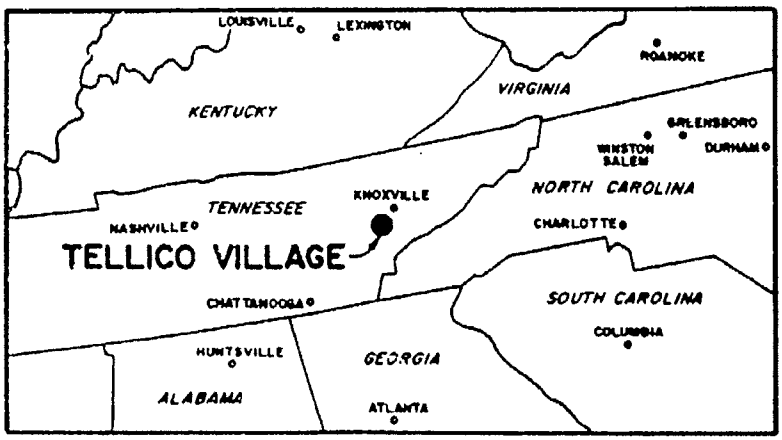
The proposed community of Tellico Village is situated in two parcels along the western shores of the 16,000 acre Tellico Reservoir. The northerly parcel of the village, containing about 4,000 acres, is situated entirely in Loudon County, Tennessee. The property is served by the newly constructed Tellico Parkway, which is intended to provide a transportation corridor along its nine-mile path through the property. The property is gently rolling and about 50 percent wooded.

The southern portion of the project, containing more than 600 acres, is situated on a gentle peninsula of the shoreline of Tellico Reservoir. This property is located south of Vonore in Monroe County.



TELLICO VILLAGE

VICINITY MAP



TELLICO VILLAGE WATER DISTRIBUTION MASTER PLAN

DESIGN CRITERIA

II. DESIGN CRITERIA

A. Population Projections

It is projected that Tellico Village will be more of a working family oriented community than previous Cooper Communities due to its proximity to a large metropolitan area. Based on projections done within Cooper Communities, Inc., it is projected that 33% of the dwelling units will be occupied by non-retirement families and that retirement families and second home dwellings will comprise the remaining 67%. Working families in the income range that will inhabit Tellico Village have a family size of 3.1 persons/family and retired families average 1.8 persons/family according to census data from existing Cooper Developments. Hence, the average family size in Tellico Village will be (0.67) (1.8)+ (0.33) (3.1)=2.23 persons/family, however, a 2.3 person/family standard will be used to be conservative. These population densities will be used for low, medium, and high density housing and will consequently add another factor of safety for medium and high density housing since our past experience has indicated the average number of persons per dwelling for these types of units will be less than 2.3.

B. Absorption Factors

The absorption factors for commercial, medium density, and high density living areas will be 100% as it has been for previous Cooper Developments. In the past an absorption factor of 80% (1,2,3) has been used for low density housing (single family lots), however, due to Tellico Village's location, greater percentage of non-retirement homes, and high proportion of golf and lakefront lots, low density housing is projected to have an absorption factor of 85%.

C. Water Demand

Water demand in the U. S. is commonly estimated to be 100 gallons per capita per day (gpcd), however, this figure includes industrial uses which will not be present in Tellico Village. Existing Cooper Communities have successfully utilized a conservative design value of 75 gpcd due to the lack of industrial use and lower water usage by retired persons (1,2,3).

For planning purposes, daily household water usage may be divided into categories of interior use and exterior use. Interior household use includes toilet flushing, laundry, bathing, dishwashing, drinking, and cooking. Outdoor or exterior use primarily consists of lawn watering. Studies to determine effects of water conservation have summarized the normal interior water use rates found by researchers. Siegrist (4) references himself and four other researchers who have found normal interior water use rates of 42.5 gpcd, 41.2 gpcd, 55.12 gpcd, and 63.5 gpcd. Siegrist, et al. (5) also reported an average flow of 42.6 gpcd over a 434-day sampling period. They also tabulated interior flows of 41 gpcd, 45 gpcd, 30 to 50 gpcd, and 44.5 gpcd. By examining the literature, an average interior household water use of 46 gpcd is obtained. Consequently, a conservative design value of 50 gpcd can be used for interior water usage.

Using water conservation devices in the home can significantly affect the interior average daily water use. Flow reductions ranging from 10 percent to 70 percent have been reported by Maddaus, et al. (6), Siegrist (4), and Cole and Sharp (7) in residences where water conserving devices have been used. Palmini and Shelton (8) report a 33 gallon per day (gpd) flow reduction in households with toilet dams, a faucet aerator, and a low flow showerhead or shower flow control. Maddaus and Feuerstein (9) have studied water conservation and conclude that new residences with low flush toilets, shower flow controls, and faucet flow controls may exhibit flow reductions of 16.6 gpcd. Based upon these studies, and upon an average interior usage of 46 gpcd as previously noted, using water saver toilets, faucet aerators, and 2.75 to 3.0 gpm showerheads would reduce interior residential water usage to approximately 30 gpcd. At this time, the proposed criteria for interior household use is 50 gpcd. However, as the development of Tellico Village progresses, and actual water usage is monitored, the design flow criteria may be adjusted downward to reflect more realistic reduced water demand accomplished by the installation of water conserving devices. It should be noted here that the use of water saving devices in Tellico Village will be strongly encouraged but will not be mandated.

Exterior water usage is primarily for lawn watering, although washing sidewalks and other exterior structures can be a factor. Data on average lawn watering requirements is highly variable due to climatic and density factors, however, 25 gpcd has been quoted as a national average (10). This is probably conservative due to somewhat decreased lawn sprinkling demands in eastern states.

Hence, the total water demand in Tellico Village will be 75 gpcd based on 50 gpcd for interior usage and 25 gpcd for exterior usage. This figure will be used for long range planning for water storage and pumping capabilities. The maximum day demand is considered to be twice the average demand or 150 gpcd. Therefore, the average and maximum day demand for occupied dwelling units (DU) will be $2.3 \times 75 = 172.5$ gpd/DU and $2.3 \times 150 = 345$ gpd/DU respectively.

D. Equivalent Single Family Lot

In order to simplify our design by reducing the number of calculations, the unit Equivalent Single Family Lot (ESFL) has been developed. The ESFL takes into account water usage in different types of areas and the absorption in that area and is defined as the number of single family lots which have the same water usage as a medium or high density unit or a commercial acre. Based on 172.5 gpd/DU and 85% absorption for an ESFL, average water usage would be $172.5 \times 0.85 = 147$ gpd/ESFL and maximum day demand would be $345 \times 0.85 = 293$ gpd/ESFL.

E. Average Demand

According to a comprehensive study done in one Cooper Community (11), commercial acreage has an average water demand of 463 gpd/commercial acre (gpd/CA). Based on an average flow of 147 gpd/ESFL, there would be 463/147 = 3.15 Equivalent Single Family Lots per commercial acre (ESFL/Ac) for the purpose of estimating peak and average water demand. Due to the preliminary nature of specific information on the exact layout of all the proposed amenities within Tellico Village, water usage in recreation centers and clubhouse areas will be assumed to be the same as in commercial areas (ie: 3.15 ESFL/Ac for peak and average demand).

In Tellico Village, lawn watering for 1450 of the total 2,005 medium and high density dwelling units will be from Tellico Reservoir. Consequently, average daily flows for those units will be based on 50 gpcd interior usage rather than 75 gpcd, or 50 gpcd x 2.3 person/DU = 115 gpd/DU. These units would be equal to 115 gpd/DU x 100% absorption / 147 gpd/ESFL = 0.78 ESFL/unit. The other 555 medium and high density units will be irrigated from the water distribution system and will have an equivalency of 172.5 gpd/DU x 100% absorption / 147 gpd/ESFL/unit = 1.17 ESFL/unit.

In addition, the water supply source for irrigating both golf courses within Tellico Village will be from the Tellico Reservoir. Therefore, no average or peak demand will be created upon the central drinking water system by either of these golf courses.

F. Peak Demand

A peak of 0.5 gpm/occupied residence will be used in the hydraulic analysis according to Appendix 1 of "Design Criteria for Community Public Water Systems" (12). Peak demand for an ESFL would be 0.5 gpm/residence x 85% absorption = 0.425 gpm/ESFL. Peak demand for commercial areas and amenities will be based on 3.15 ESFL/Ac, hence peak demand will be (3.15) (0.425) = 1.35 gpm/Ac. As stated before, some of the medium and high density housing units will be watered from Tellico Reservoir, which will significantly affect the peak flow for those units since lawn watering is generally considered to be the controlling factor for peak flow in residential areas. In fact, lawn sprinkling may represent as much as 95% of the peak hourly flow (10). Peak flow for units watered from Tellico Reservoir will be based on 2.5 times the average interior per capita flow. This flow will be equal to 50 gpcd x 2.3 person/DU x 2.5 peaking factor / 1440 min/day = 0.2 gpm/DU. Hence, equivalency in lake watered units would be 0.2 gpm/DU x 100% absorption / 0.425 gpm/ESFL = 0.47 ESFL/unit. Equivalency for peak demand in non-lake watered multi-family units would be 1.17 ESFL/unit as it is for average demand.

TOTAL SYSTEM DEMAND FOR THE LOUDON COUNTY
PORTION OF TELLICO VILLAGE

Tables I and II contain the average and peak demand for the Loudon County portion of Tellico Village. Table III contains the average and peak demand for the Monroe County portion of Tellico Village.

TABLE I AVERAGE DEMAND
LOUDON COUNTY PROPERTY

Type of Dwelling Unit or Area	ESFL
6098 lots	6098
Lake watered multifamily units 1450 units x 0.78 ESFL/unit	1,131
Multifamily units watered from the Water Distribution System 555 x 1.17 ESFL/unit	649
Commercial or Community Acreage 162 Acres. x 3.15 ESFL/Ac	510
Amenities 60 acres x 3.15 ESFL/Ac	189
Total ESFL	8,577

WATER DEMAND

Average Daily Demand 8577 ESFL x 147 gpd/ESFL	1.26 MGD
Maximum Daily Demand 8577 ESFL x 293 gpd/ESFL	2.52 MGD

TABLE II PEAK DEMAND
LOUDON COUNTY PROPERTY

Type of Dwelling Unit or Area	ESFL
6098 Lots	6098
Lake watered multifamily units 1450 units x 0.47 ESFL/unit	681
Multifamily units watered from the Distribution System 555 x 1.17 ESFL/unit	649
Commercial or Community Acreage 162 Acres x 3.15 ESFL/Ac	510
Amenties 60 acres x 3.15 ESFL/Ac	189
Total ESFL	8,127

TOTAL PEAK DEMAND

8,127 ESFL x 0.425 gpm/ESFL	3,454 GPM

TABLE III
AVERAGE AND PEAK DEMAND
MONROE COUNTY PROPERTY

Type of Dwelling Unit or Area	ESFL
588 lots	588
Amenity 5 acres x 3.15 ESFL/Ac	16
Total ESFL	604

WATER DEMAND

Average Daily Demand 604 ESFL x 147 gpd/ESFL	89,000 GPD
Maximum Daily Demand 604 ESFL x 294 gpd/ESFL	178,000 GPD
Total Peak Demand 604 ESFL x 0.425 gpm/ESFL	256 GPM

SYSTEM DESCRIPTION

III. DESCRIPTION OF SYSTEM

A. Water Source

The water source for Tellico Village will be the existing Tellico Area Services System (TASS) water treatment plant located at Vonore, Tennessee. The existing treatment plant has sufficient capacity to serve Tellico Village. The TASS water treatment plant currently produces between 600,000 and 800,000 gpd and has the capacity to produce 3.5 million gallons per day (MGD) with its current pumps. By installing larger pumps, the plant will be capable of producing 7.0 MGD. See Appendix A for the letter of agreement wherein TASS has obligated itself to serve Tellico Village with a water supply.

An existing 16" water main extends from the treatment plant to the 12" gas pipeline that crosses the Tellico Reservoir Development Agency's (TRDA) Industrial Park. The developer plans to extend the 16" water main approximately as far as the Monroe County - Loudon County border, install a master meter, and turn the line over to TASS after which they will be responsible for operation and maintenance of the meter and the 16 inch main to the meter. The end of the 16" main and master meter will be the point of connection for the Tellico Village Property Owners Association (TVPOA). From that point the TVPOA will be responsible for the operation and maintenance of the water system.

In addition to supplying water for Tellico Village at the south end of the project, TASS has eventual plans to extend a line from its existing 300,000 gallon storage tank at Greenback to Glendale. Additional storage will be built there and the line extended up temporary Highway 95 to Busselltown. At that point, it will follow the Tellico Parkway and connect to the northern end of Tellico Village. Tellico Village will then have a looped water supply system which will provide a more reliable source of water.

Due to the remote location of Tellico Village from the TASS water treatment plant at Vonore, a booster chlorinator will be built at the entrance to Tellico Village on Highway 72. This facility will insure an adequate chlorine residual at all points in the water distribution system. A booster chlorinator will also be installed at the north end of the Tellico Parkway as required after the looped water system around the east side of the Tellico Reservoir has been completed.

B. Storage and Pumping

TASS has an existing 1 million gallon ground storage tank at an overflow elevation of 1095 MSL located south of Vonore which will supply the

development during the first few years. In addition, another ground storage tank is projected to be built just off Highway 72 near Lakeside. This facility is planned to serve the eventual development within the Tellico Reservoir Development Agency's (TRDA) Industrial Park. TRDA has applied for grant funding to finance the construction of this facility and after construction, it will be turned over to TASS. This facility, in conjunction with the aforementioned storage facility, will serve as the primary water storage for Tellico Village during the initial development of the project. As the population increases at Tellico Village and especially as development progresses into higher elevations, storage facilities will be provided within Tellico Village by the TVPOA. Three storage facilities as shown on the distribution system plan are proposed to provide a total of 0.75 million gallons of storage based on the 12 hour water demand. However, if water use records show the expected decrease in daily water usage as a consequence of water saving plumbing fixtures, then the total amount of storage required may be reduced.

TASS has existing pumping facilities at its treatment plant near Vonore which are capable of supplying existing storage facilities and the proposed facility near Lakeside. At some point in the future, it will become necessary to provide a booster pump station to provide sufficient water and pressure to Tellico Village. This pumping station will be located at the intersection of Highway 72 and the Tellico Parkway. Another pumping station will be required at the northern end of Tellico Village at some time after the loop around the east side of Tellico Reservoir is completed. These two pumping stations will be provided with a minimum of duplex pumps capable of supplementing peak flow and an auxiliary power source.

C. Distribution System

All construction procedures and materials of construction for the distribution system will conform to Local Government Public Works Standards and Specifications published by the University of Tennessee Municipal Technical Advisory Service or to individual specifications approved by the Tennessee Department of Health and Environment. Fire hydrants will be placed so that all single family dwellings will be within 1000 feet of a fire hydrant. Fire hydrants will be placed in medium and high density housing areas at shorter intervals in accordance with Insurance Services Office guidelines.

In addition to normal construction procedures for the distribution system, every economically feasible action to reduce or eliminate significant soil erosion during the construction of water mains will be taken. Erosion control measures that will be used to reduce net erosion or sediment yield consist of controlling the amount or velocity of runoff. These measures include diversions, paved chutes, barriers, sediment basins, outlet structures, seeding, and mulching. Of particular interest and applicability to construction of water mains is the use of barriers in the trench to retard water flow and reduce the velocity in the trench. In addition to these practices to control erosion, when the water main is constructed, excavated material from the trench can be placed alongside the excavation, effectively forming a diversion around the trench.

Erosion control barriers that may be used simply and economically may consist of bales of hay placed along the trench bottom between the time the trench is excavated and the pipe is laid. On steep slopes, the bales may be anchored in the trench by stakes to prevent the bales from being washed downstream. Another simple erosion control system is the construction of small earthen embankments in the trenches to retard flow and act as sediment basins. These may be constructed by placing a portion of the excavated material back into the trench at intervals. Implementation of these construction techniques will insure that utility construction in Tellico Village will not have an adverse impact on the Tellico Reservoir.

TELLICO VILLAGE WATER DISTRIBUTION MASTER PLAN

HYDRAULIC ANALYSIS

IV. HYDRAULIC ANALYSIS

A. Introduction

The computer program used to perform the hydraulic analysis for the water distribution system was developed by Dr. Don J. Wood of the Department of Civil Engineering at the University of Kentucky. The program is a third generation version that has been utilized by over five hundred engineering firms and has been improved through user feedback.

Polyvinyl chloride (PVC) and PVC-fiberglass composite pipe will be used in the distribution system. The Hazen - Williams coefficient of friction (C-factor) has been determined to range from 155 to 165 for PVC pipe by various researchers (13) and a C-factor of 150 is recommended by pipe manufacturers and the American Water Works Association. A C-factor of 140 has been accepted by the Arkansas Department of Health in previous designs submitted by Cooper Consultants, Inc. However, a C-factor of 130 has been used in this analysis in accordance with the Tennessee Department of Health and Environment's Design Criteria (12).

B. Loudon County Property

The distribution system modeled is the complete system for the Loudon County property including all future storage tanks and pump stations. The distribution system is simulated by a system of pipes and nodes. Nodes are points in the system where pipe sizes change, pipes branch or interconnect, or where water is injected or withdrawn. Water is withdrawn from the system at nodes in proportion to the amount and type of land use area around the node and in accordance with the criteria adopted in Section 2 of this Master Plan. Water is input to the system at the proposed elevated storage tank sites at a hydraulic grade equivalent to five (5) feet below the proposed overflow elevation of 1100 feet. Water is also introduced into the system at the two pump station locations at the same hydraulic grade. As previously stated, these pump stations will be provided with duplex pumps and auxiliary power and can be expected to be operating at peak demand.

In addition to peak demand analysis, fire flow simulations with a demand of 500 gpm were run at nodes 19, 31, and 36 in the Loudon County analysis. These are the highest nodes at the most remote locations from the mains. The output from the various analyses are shown in Appendix B. All nodes and pipes shown on the map titled Water Distribution Master Plan correspond to the pipes and nodes in the output.

C. Monroe County Property

The point of connection for the Tellico Village Property Owners' Association to serve the Monroe County property is the 16" main on Highway 411 at the Vonore Elementary School. An 8" main will extend from this point along the existing county road across a proposed causeway and into the property. A hydraulic grade of 1085 has been assumed at the point of connection for the analysis. The method of analysis used for the Monroe County property is the same as that used for the Loudon County analysis. Peak demand has been analyzed as well as a fire flow of 500 gpm at node 5 and this information is contained in Appendix B.

OPERATING AUTHORITY

V. OPERATING AUTHORITY

A. Legal Authority

Control and management of Tellico Village will be vested in the Property Owners' Association. This Association will be structured in the form of a non-profit corporation legally established under Tennessee State Law. The Association will actively manage the community through an elected Board of Directors who will appoint the staff responsible for operations.

The Tellico Village Property Owners' Association (TVPOA) will have primary responsibility for implementation of the protective covenants. In addition, the Association will be responsible for operating the water distribution and storage system and the sewage collection system. The Association will also be responsible for fire and security protection, solid waste collection and disposal, and operation of the community buildings and the recreational facilities.

The Property Owners' Association will be set up as a quasi-municipal authority with all powers and rights required to operate the water distribution and storage system. Appendix C contains an excerpt from Section III of the TVPOA Declaration entitled "The Association" which outlines the specific powers that the Property Owners' Association will have that will allow it to effectively operate the proposed system. Among those rights is the power to levy assessments for construction, maintenance, and operation of the water system. The right to levy assessments is established in the covenants by acceptance of the deed for the property. All assessments are liens upon the property against which the assessment is made. These conditions assure that the TVPOA will have all legal powers required to operate the system.

The developer, acting on behalf of the Property Owners' Association will install the initial portion of the system necessary to serve the beginning phases of the community. Those facilities will be turned over to the Property Owners' Association for operation and maintenance. All additional facilities required to provide water service will subsequently be provided by the Property Owners' Association.

B. Operation and Operating Expenses

The TVPOA has numerous sources to draw on to obtain funds for the operation and maintenance of the water system. Connection fees will be required when water service is connected and these fees will cover the administrative and material and labor costs for the connection. There will be usage fees for water consumption which will cover the wholesale cost for water and defray the operation and maintenance costs associated with delivering that water. In addition, it is projected that usage fees will contain an incremental portion that will be used to finance future capital expenditures.

Operation and maintenance costs for the water system will undoubtedly be greater than revenues during the initial years of operation and a portion of the monthly assessment paid by each property owner can be used to subsidize the subsequent loss. As more customers are connected, that subsidy will be reduced and will eventually be eliminated. At such time that storage facilities and/or pumping facilities are required within Tellico Village, the TVPOA also has the capability to set special assessments to finance construction of those facilities if they should so desire.

Operation and maintenance programs for the various components of the distribution system will be based on guidelines prescribed by the American Water Works Association. Programs for deadend flushing, valve inspection and maintenance, fire hydrant inspection and maintenance, meter testing, maintenance of chlorine residual, and any other appropriate programs will be developed by the TVPOA as required. In addition, the system will be operated in accordance with all applicable laws, rules, and regulations of the State of Tennessee.

C. Architectural Control Committee

An Architectural Control Committee (ACC) of the TVPOA will be established with the responsibility to promote orderly growth within the community. The Committee itself will adopt rules and regulations to help them guide the residential development in a manner consistent with the statement of Architectural Intent for Tellico Village.

Water saving plumbing fixtures will be encouraged in all dwellings and structures in Tellico Village. Education programs by the ACC will make property owners and local builders aware of available fixtures. The State of California publishes a list of approved water conserving plumbing fixtures which are required in all new construction in California and this list will be used as a guideline. This list includes: low flush water closets, urinals, and flushometer valves; low flow lavatory and sink faucets, and showerheads; and low volume washing machines. All fixtures will conform to appropriate standards of the American National Standards Institute.

Lawn irrigation practices in the U. S. waste large amounts of water by inappropriate application. Educational programs will be instituted by the ACC to inform residents of the proper time and amounts of water to be used in irrigating lawns.

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BIBLIOGRAPHY

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APPENDIX A

AGREEMENT WITH

TELLICO AREA SERVICES SYSTEM

TDCF

LAW OFFICES
HARVEY L. SPROUL
205 E. BROADWAY
LENOIR CITY, TENNESSEE 37771

HARVEY L. SPROUL
DEBORAH TRAVIS LEWIS

TELEPHONE 986-8054
AREA CODE 615

Mr. David Thrasher, P.E.
Cooper Consultants
1 Carlisle Drive
Belle Vista, AR 72714

Re: Water Supply to Tellico Village

Dear Mr. Thrasher:

At the request of Mr. John A. Cooper, Jr., of Cooper Communities, Inc. (CCI), this is to advise you of the action of the Tellico Area Services System Board of Commissioners in approving in principle its intention to sell water to the Tellico Village Property Owners Association.

The action of the Board is stated as follows:

> That the Tellico Area Services System approve in principle an agreement to sell water to the Tellico Village Property Owners Association, when organized, at a reasonable bulk or wholesale rate to be later determined by negotiation, in accordance with the proposal presented by Mr. John Cooper, subject to the approval of the Cooper Communities, Inc., proposal now being considered by the Tellico Reservoir Development Association.

In addition, this is to advise you that Tellico Area Services System has excess production capacity and is capable of providing the needs of the proposed Cooper Communities Tellico Village Project for the lifetime of the project as conceived now.

It is understood that the information concerning the intention of the Tellico Area Services System to enter into an agreement with the Property Owners Association, as planned and requested by CCI, will be helpful in the presenting of the Cooper plans to federal and state agencies.

If additional information or amplification is needed, please advise.

Very truly yours,

Harvey L. Sproul

Harvey L. Sproul (TASS Attorney)

5-232-AG ✓
J. F. Gore
R. Smith
B. Frear
G. Crook

bjw
cc: John Cooper (CCI, Jack Hammontree (TRDA), R. Wilkerson, C. Wilkins
T. Scruggs, C. Pangle

RECEIVED AUG 20 1984

APPENDIX B

HYDRAULIC ANALYSIS

LOUDON COUNTY WATER DISTRIBUTION SYSTEM
HYDRAULIC ANALYSIS

NUMBER OF PIPES = 65
NUMBER OF JUNCTION NODES = 50
THE FLOW CONVERSION FACTOR =: 448.86

**** SUMMARY OF INPUT DATA ****

PIPE NO.	NODE #1	NODE #2	LENGTH (FT)	DIAM. (IN)	HW-C VALUE	SUM-M FACT.	PUMP TYPE
1	0	1	100.0	8.0	130.0	0.0	0.0
2	1	2	1,000.0	8.0	130.0	0.0	0.0
3	2	3	2,100.0	8.0	130.0	0.0	0.0
4	3	4	900.0	6.0	130.0	0.0	0.0
5	4	5	600.0	6.0	130.0	0.0	0.0
6	2	5	2,300.0	6.0	130.0	0.0	0.0
7	5	6	1,100.0	6.0	130.0	0.0	0.0
8	4	7	1,500.0	6.0	130.0	0.0	0.0
9	7	8	1,100.0	6.0	130.0	0.0	0.0
10	7	9	1,900.0	6.0	130.0	0.0	0.0
11	3	9	2,900.0	8.0	130.0	0.0	0.0
12	9	10	3,300.0	8.0	130.0	0.0	0.0
13	10	11	1,000.0	12.0	130.0	0.0	0.0
14	10	12	1,100.0	6.0	130.0	0.0	0.0
15	12	13	1,800.0	6.0	130.0	0.0	0.0
16	10	13	2,200.0	12.0	130.0	0.0	0.0
17	13	15	2,800.0	12.0	130.0	0.0	0.0
18	13	14	2,700.0	6.0	130.0	0.0	0.0
19	14	15	1,800.0	6.0	130.0	0.0	0.0
20	15	16	1,100.0	6.0	130.0	0.0	0.0
21	15	17	4,400.0	12.0	130.0	0.0	0.0
22	17	18	3,700.0	8.0	130.0	0.0	0.0
23	18	19	5,000.0	6.0	130.0	0.0	0.0
24	19	20	2,200.0	6.0	130.0	0.0	0.0
25	17	21	2,700.0	8.0	130.0	0.0	0.0
26	21	22	6,600.0	8.0	130.0	0.0	0.0
27	22	23	3,600.0	8.0	130.0	0.0	0.0
28	17	23	5,300.0	10.0	130.0	0.0	0.0
29	23	24	2,500.0	10.0	130.0	0.0	0.0
30	24	25	600.0	10.0	130.0	0.0	0.0
31	0	25	100.0	10.0	130.0	0.0	0.0
32	24	26	2,400.0	10.0	130.0	0.0	0.0
33	26	27	1,800.0	10.0	130.0	0.0	0.0
34	23	28	3,900.0	6.0	130.0	0.0	0.0
35	28	29	2,400.0	6.0	130.0	0.0	0.0
36	28	27	2,000.0	6.0	130.0	0.0	0.0
37	27	30	1,800.0	10.0	130.0	0.0	0.0
38	30	31	2,000.0	8.0	130.0	0.0	0.0
39	30	32	700.0	6.0	130.0	0.0	0.0
40	32	33	2,100.0	6.0	130.0	0.0	0.0
41	33	34	2,500.0	6.0	130.0	0.0	0.0
42	32	34	2,300.0	6.0	130.0	0.0	0.0
43	30	35	5,100.0	10.0	130.0	0.0	0.0
44	35	36	1,000.0	6.0	130.0	0.0	0.0

45	35	37	2,000.0	6.0	130.0	0.0	0.0
46	37	38	2,000.0	6.0	130.0	0.0	0.0
47	38	39	2,600.0	6.0	130.0	0.0	0.0
48	39	40	2,900.0	6.0	130.0	0.0	0.0
49	35	40	2,300.0	8.0	130.0	0.0	0.0
50	40	41	3,600.0	8.0	130.0	0.0	0.0
51	41	42	2,000.0	6.0	130.0	0.0	0.0
52	40	42	4,100.0	6.0	130.0	0.0	0.0
53	41	43	2,800.0	8.0	130.0	0.0	0.0
54	43	44	1,100.0	8.0	130.0	0.0	0.0
55	44	45	3,300.0	6.0	130.0	0.0	0.0
56	44	46	1,300.0	8.0	130.0	0.0	0.0
57	46	47	2,600.0	8.0	130.0	0.0	0.0
58	0	47	100.0	8.0	130.0	0.0	0.0
59	47	48	1,200.0	8.0	130.0	0.0	0.0
60	46	48	3,200.0	6.0	130.0	0.0	0.0
61	48	49	1,700.0	8.0	130.0	0.0	0.0
62	43	49	4,200.0	8.0	130.0	0.0	0.0
63	49	50	1,200.0	8.0	130.0	0.0	0.0
64	0	50	5.0	8.0	130.0	0.0	0.0
65	0	11	5.0	12.0	130.0	0.0	0.0

JUNCT. NO.	DEMAND	ELEVATION
1	18.7	1,020.0
2	68.0	850.0
3	49.4	840.0
4	42.5	860.0
5	66.3	840.0
6	15.0	825.0
7	45.5	860.0
8	52.7	905.0
9	88.4	905.0
10	18.0	870.0
11	31.1	895.0
12	33.8	885.0
13	40.5	885.0
14	60.3	895.0
15	85.0	855.0
16	64.6	875.0
17	231.2	940.0
18	70.6	875.0
19	36.6	920.0
20	6.8	875.0
21	201.2	940.0
22	209.3	925.0
23	209.5	885.0
24	91.9	915.0
25	12.5	1,020.0
26	45.0	875.0
27	90.7	840.0
28	56.7	845.0
29	14.3	955.0
30	139.4	900.0
31	13.2	1,005.0

32	39.1	955.0
33	53.1	860.0
34	54.4	850.0
35	180.1	935.0
36	20.3	1,000.0
37	72.3	880.0
38	89.3	905.0
39	60.0	850.0
40	84.2	825.0
41	138.6	850.0
42	71.8	890.0
43	65.4	850.0
44	84.9	865.0
45	33.2	930.0
46	104.2	935.0
47	43.8	1,030.0
48	20.0	850.0
49	21.0	850.0
50	10.0	825.0

PEAK DEMAND ANALYSIS

**** THE RESULTS FOR THIS SIMULATION FOLLOW ****

NO. OF TRIALS = 7 - ACCURACY ATTAINED = 2.38197E-3

PIPE NO.	NODE #1	NODE #2	FLOW RATE	HEAD LOSS	MINOR LOSS	PUMP HEAD
1	0	1	326.27	0.23	0.00	0.00
2	1	2	307.57	2.06	0.00	0.00
3	2	3	154.41	1.21	0.00	0.00
4	3	4	76.86	0.58	0.00	0.00
5	4	5	-3.86	0.00	0.00	0.00
6	2	5	85.16	1.78	0.00	0.00
7	5	6	15.00	0.03	0.00	0.00
8	4	7	38.22	0.26	0.00	0.00
9	7	8	52.70	0.35	0.00	0.00
10	7	9	-59.98	0.77	0.00	0.00
11	3	9	28.15	0.07	0.00	0.00
12	9	10	-120.23	1.19	0.00	0.00
13	10	11	-961.81	2.36	0.00	0.00
14	10	12	118.02	1.56	0.00	0.00
15	12	13	84.22	1.37	0.00	0.00
16	10	13	705.56	2.92	0.00	0.00
17	13	15	648.81	3.19	0.00	0.00
18	13	14	100.47	2.84	0.00	0.00
19	14	15	40.17	0.35	0.00	0.00
20	15	16	64.60	0.51	0.00	0.00
21	15	17	539.38	3.56	0.00	0.00
22	17	18	114.00	1.21	0.00	0.00
23	18	19	43.40	1.11	0.00	0.00

24	19	20	6.80	0.02	0.00	0.00
25	17	21	219.25	2.97	0.00	0.00
26	21	22	18.05	0.07	0.00	0.00
27	22	23	-191.25	3.07	0.00	0.00
28	17	23	-25.07	0.04	0.00	0.00
29	23	24	-545.87	5.02	0.00	0.00
30	24	25	-1,295.41	5.97	0.00	0.00
31	0	25	1,307.91	1.01	0.00	0.00
32	24	26	657.64	6.81	0.00	0.00
33	26	27	612.64	4.48	0.00	0.00
34	23	28	120.05	5.70	0.00	0.00
35	28	29	14.30	0.07	0.00	0.00
36	28	27	49.05	0.56	0.00	0.00
37	27	30	570.99	3.93	0.00	0.00
38	30	31	13.20	0.01	0.00	0.00
39	30	32	146.60	1.48	0.00	0.00
40	32	33	55.03	0.72	0.00	0.00
41	33	34	1.93	0.00	0.00	0.00
42	32	34	52.47	0.73	0.00	0.00
43	30	35	271.79	2.82	0.00	0.00
44	35	36	20.30	0.05	0.00	0.00
45	35	37	120.27	2.93	0.00	0.00
46	37	38	47.97	0.53	0.00	0.00
47	38	39	-41.33	0.53	0.00	0.00
48	39	40	-101.33	3.10	0.00	0.00
49	35	40	-48.87	0.16	0.00	0.00
50	40	41	-196.07	3.22	0.00	0.00
51	41	42	110.14	2.49	0.00	0.00
52	40	42	-38.34	0.72	0.00	0.00
53	41	43	-444.81	11.41	0.00	0.00
54	43	44	-207.98	1.10	0.00	0.00
55	44	45	33.20	0.45	0.00	0.00
56	44	46	-326.08	2.98	0.00	0.00
57	46	47	-313.35	5.54	0.00	0.00
58	0	47	553.95	0.61	0.00	0.00
59	47	48	196.80	1.08	0.00	0.00
60	46	48	-116.93	4.46	0.00	0.00
61	48	49	59.87	0.17	0.00	0.00
62	43	49	-302.23	8.37	0.00	0.00
63	49	50	-263.36	1.85	0.00	0.00
64	0	50	273.36	0.01	0.00	0.00
65	0	11	992.91	0.01	0.00	0.00

JUNCTION NO.	ELEVATION (FT.)	DEMAND	PRESSURE (PSI)	HYDRAULIC GRADE
1	1,020.0	18.7	32.4	1,094.8
2	850.0	68.0	105.2	1,092.7
3	840.0	49.4	109.0	1,091.5
4	860.0	42.5	100.1	1,090.9
5	840.0	66.3	108.7	1,090.9
6	825.0	15.0	115.2	1,090.9
7	860.0	45.5	100.0	1,090.7
8	905.0	52.7	80.3	1,090.3
9	905.0	88.4	80.8	1,091.4
10	870.0	18.0	96.5	1,092.6
11	895.0	31.1	86.7	1,095.0
12	885.0	33.8	89.3	1,091.1
13	885.0	40.5	88.7	1,089.7
14	895.0	60.3	83.1	1,086.9
15	855.0	85.0	100.3	1,086.5
16	875.0	64.6	91.4	1,086.0
17	940.0	231.2	61.9	1,083.0
18	875.0	70.6	89.6	1,081.7
19	920.0	36.6	69.6	1,080.6
20	875.0	6.8	89.1	1,080.6
21	940.0	201.2	60.7	1,080.0
22	925.0	209.3	67.1	1,079.9
23	885.0	209.5	85.8	1,083.0
24	915.0	91.9	75.0	1,088.0
25	1,020.0	12.5	32.1	1,094.0
26	875.0	45.0	89.4	1,081.2
27	840.0	90.7	102.6	1,076.7
28	845.0	56.7	100.7	1,077.3
29	955.0	14.3	53.0	1,077.2
30	900.0	139.4	74.9	1,072.8
31	1,005.0	13.2	29.4	1,072.8
32	955.0	39.1	50.4	1,071.3
33	860.0	53.1	91.3	1,070.6
34	850.0	54.4	95.6	1,070.6
35	935.0	180.1	58.5	1,070.0
36	1,000.0	20.3	30.3	1,069.9
37	880.0	72.3	81.1	1,067.1
38	905.0	89.3	70.0	1,066.5
39	850.0	60.0	94.1	1,067.0
40	825.0	84.2	106.2	1,070.1
41	850.0	138.6	96.8	1,073.4
42	890.0	71.8	78.4	1,070.9
43	850.0	65.4	101.7	1,084.8
44	865.0	84.9	95.7	1,085.9
45	930.0	33.2	67.3	1,085.4
46	935.0	104.2	66.7	1,088.9
47	1,030.0	43.8	27.9	1,094.4
48	850.0	20.0	105.4	1,093.3
49	850.0	21.0	105.4	1,093.1
50	825.0	10.0	117.0	1,095.0

THE NET SYSTEM DEMAND = 3454.4

SUMMARY OF INFLOWS(+) AND OUTFLOWS(-)

PIPE NO.	FLOW	SOURCE OF INFLOW
1	326.26	SOUTH STORAGE FACILITY
31	1307.91	MIDDLE STORAGE FACILITY
58	553.95	NORTH STORAGE FACILITY
64	273.35	NORTH PUMP STATION
65	992.91	SOUTH PUMP STATION

SUMMARY OF MINIMUM AND MAXIMUM VELOCITIES

MINIMUMS		MAXIMUMS	
41	0.02	31	5.34
5	0.04	30	5.29
24	0.08	58	3.54
38	0.08	53	2.84
28	0.10	65	2.82

SUMMARY OF MINIMUM AND MAXIMUM HL/1000

MINIMUMS		MAXIMUMS	
41	0.00	31	10.13
5	0.00	30	9.95
38	0.01	58	6.12
28	0.01	53	4.07
24	0.01	32	2.84

SUMMARY OF MINIMUM AND MAXIMUM PRESSURES

MINIMUMS		MAXIMUMS	
47	27.90	50	117.00
31	29.38	6	115.22
36	30.30	3	108.99
25	32.06	5	108.74
1	32.40	40	106.23

FIREFLOW ANALYSIS

THE FOLLOWING CHANGES ARE MADE

JUNTION NO. DEMAND
GLOBAL DEMAND FACTOR = .000001
19 500
**** THE RESULTS FOR THIS SIMULATION FOLLOW ****

NO. OF TRIALS = 7 - ACCURACY ATTAINED = 2.77048E-3

PIPE NO.	NODE #1	NODE #2	FLOW RATE	HEAD LOSS	MINOR LOSS	PUMP HEAD
1	0	1	29.59	0.00	0.00	0.00
2	1	2	29.59	0.03	0.00	0.00
3	2	3	21.22	0.03	0.00	0.00
4	3	4	0.53	0.00	0.00	0.00
5	4	5	-8.37	0.01	0.00	0.00
6	2	5	8.37	0.02	0.00	0.00
7	5	6	0.00	0.00	0.00	0.00
8	4	7	8.90	0.02	0.00	0.00
9	7	8	0.00	0.00	0.00	0.00
10	7	9	8.90	0.02	0.00	0.00
11	3	9	20.69	0.04	0.00	0.00
12	9	10	29.59	0.09	0.00	0.00
13	10	11	-245.67	0.19	0.00	0.00
14	10	12	33.63	0.15	0.00	0.00
15	12	13	33.63	0.25	0.00	0.00
16	10	13	241.63	0.40	0.00	0.00
17	13	15	244.67	0.52	0.00	0.00
18	13	14	30.60	0.31	0.00	0.00
19	14	15	30.60	0.21	0.00	0.00
20	15	16	0.00	0.00	0.00	0.00
21	15	17	275.27	1.02	0.00	0.00
22	17	18	500.00	18.72	0.00	0.00
23	18	19	500.00	102.71	0.00	0.00
24	19	20	0.00	0.00	0.00	0.00
25	17	21	-57.52	0.25	0.00	0.00
26	21	22	-57.52	0.61	0.00	0.00
27	22	23	-57.52	0.33	0.00	0.00
28	17	23	-167.21	1.19	0.00	0.00
29	23	24	-193.07	0.73	0.00	0.00
30	24	25	-198.39	0.18	0.00	0.00
31	0	25	198.39	0.03	0.00	0.00
32	24	26	5.31	0.00	0.00	0.00
33	26	27	5.31	0.00	0.00	0.00
34	23	28	-31.66	0.48	0.00	0.00
35	28	29	0.00	0.00	0.00	0.00
36	28	27	-31.66	0.25	0.00	0.00
37	27	30	-26.35	0.01	0.00	0.00
38	30	31	0.00	0.00	0.00	0.00
39	30	32	0.00	0.00	0.00	0.00
40	32	33	0.01	0.00	0.00	0.00

41	33	34	0.01	0.00	0.00	0.00
42	32	34	-0.01	0.00	0.00	0.00
43	30	35	-26.35	0.04	0.00	0.00
44	35	36	0.00	0.00	0.00	0.00
45	35	37	-4.72	0.01	0.00	0.00
46	37	38	-4.72	0.01	0.00	0.00
47	38	39	-4.72	0.01	0.00	0.00
48	39	40	-4.72	0.01	0.00	0.00
49	35	40	-21.63	0.03	0.00	0.00
50	40	41	-19.47	0.04	0.00	0.00
51	41	42	6.87	0.01	0.00	0.00
52	40	42	-6.87	0.03	0.00	0.00
53	41	43	-26.35	0.06	0.00	0.00
54	43	44	-13.89	0.01	0.00	0.00
55	44	45	0.00	0.00	0.00	0.00
56	44	46	-13.89	0.01	0.00	0.00
57	46	47	-10.17	0.01	0.00	0.00
58	0	47	17.03	0.00	0.00	0.00
59	47	48	6.87	0.00	0.00	0.00
60	46	48	-3.73	0.01	0.00	0.00
61	48	49	3.14	0.00	0.00	0.00
62	43	49	-12.45	0.02	0.00	0.00
63	49	50	-9.31	0.00	0.00	0.00
64	0	50	9.31	0.00	0.00	0.00
65	0	11	245.67	0.00	0.00	0.00

JUNCTION NO.	ELEVATION (FT.)	DEMAND	PRESSURE (PSI)	HYDRAULIC GRADE
1	1,020.0	0.0	32.5	1,095.0
2	850.0	0.0	106.2	1,095.0
3	840.0	0.0	110.5	1,094.9
4	860.0	0.0	101.8	1,094.9
5	840.0	0.0	110.5	1,094.9
6	825.0	0.0	117.0	1,094.9
7	860.0	0.0	101.8	1,094.9
8	905.0	0.0	82.3	1,094.9
9	905.0	0.0	82.3	1,094.9
10	870.0	0.0	97.4	1,094.8
11	895.0	0.0	86.7	1,095.0
12	885.0	0.0	90.9	1,094.7
13	885.0	0.0	90.7	1,094.4
14	895.0	0.0	86.3	1,094.1
15	855.0	0.0	103.5	1,093.9
16	875.0	0.0	94.8	1,093.9
17	940.0	0.0	66.2	1,092.9
18	875.0	0.0	86.3	1,074.1
19	920.0	500.0	22.3	971.4
20	875.0	0.0	41.8	971.4
21	940.0	0.0	66.3	1,093.1
22	925.0	0.0	73.1	1,093.7
23	885.0	0.0	90.6	1,094.1
24	915.0	0.0	77.9	1,094.8
25	1,020.0	0.0	32.5	1,095.0
26	875.0	0.0	95.2	1,094.8

27	840.0	0.0	110.4	1,094.8
28	845.0	0.0	108.1	1,094.5
29	955.0	0.0	60.5	1,094.5
30	900.0	0.0	84.4	1,094.8
31	1,005.0	0.0	38.9	1,094.8
32	955.0	0.0	60.6	1,094.8
33	860.0	0.0	101.7	1,094.8
34	850.0	0.0	106.1	1,094.8
35	935.0	0.0	69.3	1,094.8
36	1,000.0	0.0	41.1	1,094.8
37	880.0	0.0	93.1	1,094.8
38	905.0	0.0	82.3	1,094.8
39	850.0	0.0	106.1	1,094.9
40	825.0	0.0	116.9	1,094.9
41	850.0	0.0	106.1	1,094.9
42	890.0	0.0	88.8	1,094.9
43	850.0	0.0	106.2	1,095.0
44	865.0	0.0	99.7	1,095.0
45	930.0	0.0	71.5	1,095.0
46	935.0	0.0	69.3	1,095.0
47	1,030.0	0.0	28.2	1,095.0
48	850.0	0.0	106.2	1,095.0
49	850.0	0.0	106.2	1,095.0
50	825.0	0.0	117.0	1,095.0

THE NET SYSTEM DEMAND = 500.003

SUMMARY OF INFLOWS(+) AND OUTFLOWS(-)

PIPE NO.	FLOW	SOURCE OF INFLOW
1	29.59	SOUTH STORAGE FACILITY
31	198.38	MIDDLE STORAGE FACILITY
58	17.03	NORTH STORAGE FACILITY
64	9.31	NORTH PUMP STATION
65	245.67	SOUTH PUMP STATION

SUMMARY OF MINIMUM AND MAXIMUM VELOCITIES

MINIMUMS		MAXIMUMS	
24	0.00	23	5.67
38	0.00	22	3.19
35	0.00	31	0.81
7	0.00	30	0.81
44	0.00	29	0.79

SUMMARY OF MINIMUM AND MAXIMUM HL/1000

MINIMUMS		MAXIMUMS	
24	0.00	23	20.54
38	0.00	22	5.06
35	0.00	31	0.31
7	0.00	30	0.31
44	0.00	29	0.29

SUMMARY OF MINIMUM AND MAXIMUM PRESSURES

MINIMUMS		MAXIMUMS	
19	22.29	50	117.00
47	28.17	6	116.98
25	32.49	40	116.94
1	32.50	5	110.48
31	38.91	3	110.47

FIREFLOW ANALYSIS

**** THE RESULTS FOR THIS SIMULATION FOLLOW ****

NO. OF TRIALS = 14 - ACCURACY ATTAINED = 6.36876E-4

PIPE NO.	NODE #1	NODE #2	FLOW RATE	HEAD LOSS	MINOR LOSS	PUMP HEAD
1	0	1	8.59	0.00	0.00	0.00
2	1	2	8.59	0.00	0.00	0.00
3	2	3	6.16	0.00	0.00	0.00
4	3	4	0.15	0.00	0.00	0.00
5	4	5	-2.43	0.00	0.00	0.00
6	2	5	2.43	0.00	0.00	0.00
7	5	6	0.00	0.00	0.00	0.00
8	4	7	2.59	0.00	0.00	0.00
9	7	8	0.00	0.00	0.00	0.00
10	7	9	2.59	0.00	0.00	0.00
11	3	9	6.01	0.00	0.00	0.00
12	9	10	8.59	0.01	0.00	0.00
13	10	11	-71.34	0.02	0.00	0.00
14	10	12	9.77	0.02	0.00	0.00
15	12	13	9.77	0.03	0.00	0.00
16	10	13	70.17	0.04	0.00	0.00
17	13	15	71.05	0.05	0.00	0.00
18	13	14	8.89	0.03	0.00	0.00
19	14	15	8.89	0.02	0.00	0.00
20	15	16	0.00	0.00	0.00	0.00
21	15	17	79.93	0.10	0.00	0.00
22	17	18	0.00	0.00	0.00	0.00
23	18	19	0.00	0.00	0.00	0.00
24	19	20	0.00	0.00	0.00	0.00
25	17	21	20.46	0.04	0.00	0.00
26	21	22	20.46	0.09	0.00	0.00
27	22	23	20.46	0.05	0.00	0.00
28	17	23	59.47	0.18	0.00	0.00
29	23	24	16.21	0.01	0.00	0.00
30	24	25	-276.67	0.34	0.00	0.00
31	0	25	276.67	0.06	0.00	0.00
32	24	26	292.89	1.52	0.00	0.00
33	26	27	292.89	1.14	0.00	0.00
34	23	28	63.72	1.76	0.00	0.00
35	28	29	0.00	0.00	0.00	0.00
36	28	27	63.72	0.91	0.00	0.00
37	27	30	356.61	1.64	0.00	0.00
38	30	31	500.00	10.12	0.00	0.00
39	30	32	0.00	0.00	0.00	0.00
40	32	33	0.01	0.00	0.00	0.00
41	33	34	0.01	0.00	0.00	0.00
42	32	34	-0.01	0.00	0.00	0.00
43	30	35	-143.39	0.86	0.00	0.00
44	35	36	0.00	0.00	0.00	0.00
45	35	37	-25.68	0.17	0.00	0.00

46	37	38	-25.68	0.17	0.00	0.00
47	38	39	-25.68	0.22	0.00	0.00
48	39	40	-25.68	0.24	0.00	0.00
49	35	40	-117.71	0.80	0.00	0.00
50	40	41	-105.98	1.03	0.00	0.00
51	41	42	37.41	0.34	0.00	0.00
52	40	42	-37.41	0.69	0.00	0.00
53	41	43	-143.39	1.40	0.00	0.00
54	43	44	-75.63	0.17	0.00	0.00
55	44	45	0.00	0.00	0.00	0.00
56	44	46	-75.63	0.20	0.00	0.00
57	46	47	-55.35	0.22	0.00	0.00
58	0	47	92.62	0.02	0.00	0.00
59	47	48	37.27	0.05	0.00	0.00
60	46	48	-20.28	0.17	0.00	0.00
61	48	49	16.99	0.02	0.00	0.00
62	43	49	-67.77	0.52	0.00	0.00
63	49	50	-50.78	0.09	0.00	0.00
64	0	50	50.78	0.00	0.00	0.00
65	0	11	71.34	0.00	0.00	0.00

JUNCTION NO.	ELEVATION (FT.)	DEMAND	PRESSURE (PSI)	HYDRAULIC GRADE
1	1,020.0	0.0	32.5	1,095.0
2	850.0	0.0	106.2	1,095.0
3	840.0	0.0	110.5	1,095.0
4	860.0	0.0	101.8	1,095.0
5	840.0	0.0	110.5	1,095.0
6	825.0	0.0	117.0	1,095.0
7	860.0	0.0	101.8	1,095.0
8	905.0	0.0	82.3	1,095.0
9	905.0	0.0	82.3	1,095.0
10	870.0	0.0	97.5	1,095.0
11	895.0	0.0	86.7	1,095.0
12	885.0	0.0	91.0	1,095.0
13	885.0	0.0	91.0	1,094.9
14	895.0	0.0	86.6	1,094.9
15	855.0	0.0	104.0	1,094.9
16	875.0	0.0	95.3	1,094.9
17	940.0	0.0	67.1	1,094.8
18	875.0	0.0	95.2	1,094.8
19	920.0	0.0	75.7	1,094.8
20	875.0	0.0	95.2	1,094.8
21	940.0	0.0	67.1	1,094.7
22	925.0	0.0	73.5	1,094.7
23	885.0	0.0	90.8	1,094.6
24	915.0	0.0	77.8	1,094.6
25	1,020.0	0.0	32.5	1,094.9
26	875.0	0.0	94.5	1,093.1
27	840.0	0.0	109.2	1,091.9
28	845.0	0.0	107.4	1,092.8
29	955.0	0.0	59.7	1,092.8
30	900.0	0.0	82.5	1,090.3
31	1,005.0	500.0	32.6	1,080.2

32	955.0	0.0	58.6	1,090.3
33	860.0	0.0	99.8	1,090.3
34	850.0	0.0	104.1	1,090.3
35	935.0	0.0	67.7	1,091.2
36	1,000.0	0.0	39.5	1,091.2
37	880.0	0.0	91.6	1,091.3
38	905.0	0.0	80.8	1,091.5
39	850.0	0.0	104.7	1,091.7
40	825.0	0.0	115.7	1,092.0
41	850.0	0.0	105.3	1,093.0
42	890.0	0.0	87.8	1,092.6
43	850.0	0.0	105.9	1,094.4
44	865.0	0.0	99.5	1,094.6
45	930.0	0.0	71.3	1,094.6
46	935.0	0.0	69.2	1,094.8
47	1,030.0	0.0	28.2	1,095.0
48	850.0	0.0	106.1	1,094.9
49	850.0	0.0	106.1	1,094.9
50	825.0	0.0	117.0	1,095.0

THE NET SYSTEM DEMAND = 500

SUMMARY OF INFLOWS(+) AND OUTFLOWS(-)

PIPE NO.	FLOW	SOURCE OF INFLOW
1	8.59	SOUTH STORAGE FACILITY
31	276.67	MIDDLE STORAGE FACILITY
58	92.61	NORTH STORAGE FACILITY
64	50.77	NORTH PUMP STATION
65	71.33	SOUTH PUMP STATION

SUMMARY OF MINIMUM AND MAXIMUM VELOCITIES

MINIMUMS		MAXIMUMS	
7	0.00	38	3.19
39	0.00	37	1.46
42	0.00	33	1.20
40	0.00	31	1.13
41	0.00	53	0.92

SUMMARY OF MINIMUM AND MAXIMUM HL/1000

MINIMUMS		MAXIMUMS	
7	-0.00	38	5.06
39	0.00	37	0.91
41	0.00	33	0.63
40	0.00	31	0.57
42	0.00	53	0.50

SUMMARY OF MINIMUM AND MAXIMUM PRESSURES

MINIMUMS		MAXIMUMS	
47	28.16	50	117.00
25	32.48	6	117.00
1	32.50	40	115.68
31	32.58	5	110.50
36	39.50	3	110.50

FIREFLOW ANALYSIS

THE FOLLOWING CHANGES ARE MADE

JUNTION NO.	DEMAND
31	0
36	500

**** THE RESULTS FOR THIS SIMULATION FOLLOW ****

NO. OF TRIALS = 7 - ACCURACY ATTAINED = 8.58282E-4

PIPE NO.	NODE #1	NODE #2	FLOW RATE	HEAD LOSS	MINOR LOSS	PUMP HEAD
1	0	1	7.31	0.00	0.00	0.00
2	1	2	7.31	0.00	0.00	0.00
3	2	3	5.21	0.00	0.00	0.00
4	3	4	%9.54914E	0.00	0.00	0.00
5	4	5	-2.10	0.00	0.00	0.00
6	2	5	2.10	0.00	0.00	0.00
7	5	6	0.00	0.00	0.00	0.00
8	4	7	2.20	0.00	0.00	0.00
9	7	8	0.00	0.00	0.00	0.00
10	7	9	2.20	0.00	0.00	0.00
11	3	9	5.12	0.00	0.00	0.00
12	9	10	7.31	0.01	0.00	0.00
13	10	11	-60.60	0.01	0.00	0.00
14	10	12	8.30	0.01	0.00	0.00
15	12	13	8.30	0.02	0.00	0.00
16	10	13	59.62	0.03	0.00	0.00
17	13	15	60.37	0.04	0.00	0.00
18	13	14	7.55	0.02	0.00	0.00
19	14	15	7.55	0.02	0.00	0.00
20	15	16	0.00	0.00	0.00	0.00
21	15	17	67.92	0.08	0.00	0.00
22	17	18	0.00	0.00	0.00	0.00
23	18	19	0.00	0.00	0.00	0.00
24	19	20	0.00	0.00	0.00	0.00
25	17	21	17.38	0.03	0.00	0.00
26	21	22	17.38	0.07	0.00	0.00
27	22	23	17.38	0.04	0.00	0.00
28	17	23	50.53	0.13	0.00	0.00
29	23	24	13.77	0.01	0.00	0.00
30	24	25	-235.07	0.25	0.00	0.00
31	0	25	235.07	0.04	0.00	0.00
32	24	26	248.85	1.13	0.00	0.00
33	26	27	248.85	0.84	0.00	0.00
34	23	28	54.14	1.31	0.00	0.00
35	28	29	0.00	0.00	0.00	0.00
36	28	27	54.14	0.67	0.00	0.00
37	27	30	302.99	1.22	0.00	0.00
38	30	31	0.00	0.00	0.00	0.00

39	30	32	0.00	0.00	0.00	0.00
40	32	33	0.00	0.00	0.00	0.00
41	33	34	0.00	0.00	0.00	0.00
42	32	34	0.00	0.00	0.00	0.00
43	30	35	302.99	3.44	0.00	0.00
44	35	36	500.00	20.54	0.00	0.00
45	35	37	-35.29	0.30	0.00	0.00
46	37	38	-35.29	0.30	0.00	0.00
47	38	39	-35.29	0.39	0.00	0.00
48	39	40	-35.29	0.44	0.00	0.00
49	35	40	-161.72	1.44	0.00	0.00
50	40	41	-145.61	1.85	0.00	0.00
51	41	42	51.40	0.61	0.00	0.00
52	40	42	-51.40	1.25	0.00	0.00
53	41	43	-197.01	2.52	0.00	0.00
54	43	44	-103.90	0.30	0.00	0.00
55	44	45	0.00	0.00	0.00	0.00
56	44	46	-103.90	0.36	0.00	0.00
57	46	47	-76.04	0.40	0.00	0.00
58	0	47	127.25	0.04	0.00	0.00
59	47	48	51.21	0.09	0.00	0.00
60	46	48	-27.86	0.31	0.00	0.00
61	48	49	23.34	0.03	0.00	0.00
62	43	49	-93.11	0.95	0.00	0.00
63	49	50	-69.76	0.16	0.00	0.00
64	0	50	69.76	0.00	0.00	0.00
65	0	11	60.60	0.00	0.00	0.00

JUNCTION NO.	ELEVATION (FT.)	DEMAND	PRESSURE (PSI)	HYDRAULIC GRADE
1	1,020.0	0.0	32.5	1,095.0
2	850.0	0.0	106.2	1,095.0
3	840.0	0.0	110.5	1,095.0
4	860.0	0.0	101.8	1,095.0
5	840.0	0.0	110.5	1,095.0
6	825.0	0.0	117.0	1,095.0
7	860.0	0.0	101.8	1,095.0
8	905.0	0.0	82.3	1,095.0
9	905.0	0.0	82.3	1,095.0
10	870.0	0.0	97.5	1,095.0
11	895.0	0.0	86.7	1,095.0
12	885.0	0.0	91.0	1,095.0
13	885.0	0.0	91.0	1,095.0
14	895.0	0.0	86.6	1,094.9
15	855.0	0.0	104.0	1,094.9
16	875.0	0.0	95.3	1,094.9
17	940.0	0.0	67.1	1,094.8
18	875.0	0.0	95.3	1,094.8
19	920.0	0.0	75.8	1,094.8
20	875.0	0.0	95.3	1,094.8
21	940.0	0.0	67.1	1,094.8
22	925.0	0.0	73.6	1,094.7
23	885.0	0.0	90.9	1,094.7
24	915.0	0.0	77.9	1,094.7

25	1,020.0	0.0	32.5	1,095.0
26	875.0	0.0	94.7	1,093.6
27	840.0	0.0	109.5	1,092.7
28	845.0	0.0	107.6	1,093.4
29	955.0	0.0	60.0	1,093.4
30	900.0	0.0	83.0	1,091.5
31	1,005.0	0.0	37.5	1,091.5
32	955.0	0.0	59.2	1,091.5
33	860.0	0.0	100.3	1,091.5
34	850.0	0.0	104.7	1,091.5
35	935.0	0.0	66.3	1,088.1
36	1,000.0	500.0	29.3	1,067.5
37	880.0	0.0	90.3	1,088.4
38	905.0	0.0	79.6	1,088.7
39	850.0	0.0	103.6	1,089.1
40	825.0	0.0	114.6	1,089.5
41	850.0	0.0	104.6	1,091.4
42	890.0	0.0	87.0	1,090.8
43	850.0	0.0	105.7	1,093.9
44	865.0	0.0	99.3	1,094.2
45	930.0	0.0	71.2	1,094.2
46	935.0	0.0	69.1	1,094.6
47	1,030.0	0.0	28.1	1,095.0
48	850.0	0.0	106.1	1,094.9
49	850.0	0.0	106.1	1,094.8
50	825.0	0.0	117.0	1,095.0

THE NET SYSTEM DEMAND = 500

SUMMARY OF INFLOWS(+) AND OUTFLOWS(-)		SOURCE OF
PIPE NO.	FLOW	INFLOW
1	7.31	SOUTH STORAGE FACILITY
31	235.07	MIDDLE STORAGE FACILITY
58	127.24	NORTH STORAGE FACILITY
64	69.76	NORTH PUMP STATION
65	60.6	SOUTH PUMP STATION

SUMMARY OF MINIMUM AND MAXIMUM VELOCITIES

MINIMUMS		MAXIMUMS	
39	0.00	44	5.67
42	0.00	53	1.26
40	0.00	43	1.24
41	0.00	49	1.03
4	0.00	33	1.02

SUMMARY OF MINIMUM AND MAXIMUM HL/1000

MINIMUMS		MAXIMUMS	
39	-0.00	44	20.54
42	0.00	53	0.90
40	0.00	43	0.68
41	0.00	49	0.63
4	0.00	50	0.52

SUMMARY OF MINIMUM AND MAXIMUM PRESSURES

MINIMUMS		MAXIMUMS	
47	28.15	50	117.00
36	29.27	6	117.00
25	32.48	40	114.62
1	32.50	5	110.50
31	37.49	3	110.50

MONROE COUNTY WATER DITRIBUTION SYSTEM
HYDRAULIC ANALYSIS

NUMBER OF PIPES = 5
NUMBER OF JUNCTION NODES = 4
THE FLOW CONVERSION FACTOR =: 448.86

**** SUMMARY OF INPUT DATA ****

PIPE NO.	NODE #1	NODE #2	LENGTH (FT)	DIAM. (IN)	HW-C VALUE	SUM-M FACT.	PUMP TYPE
1	0	1	9,500.0	8.0	130.0	0.0	0.0
3	1	3	2,700.0	6.0	130.0	0.0	0.0
4	3	4	6,900.0	6.0	130.0	0.0	0.0
5	4	5	1,100.0	6.0	130.0	0.0	0.0
6	4	1	2,000.0	8.0	130.0	0.0	0.0

JUNCT. NO.	DEMAND	ELEVATION
1	78.6	885.0
3	89.6	845.0
4	45.9	880.0
5	42.5	945.0

PEAK DEMAND ANALYSIS

**** THE RESULTS FOR THIS SIMULATION FOLLOW ****

NO. OF TRIALS = 6 - ACCURACY ATTAINED = 9.32236E-4

PIPE NO.	NODE #1	NODE #2	FLOW RATE	HEAD LOSS	MINOR LOSS	PUMP HEAD
1	0	1	256.63	13.98	0.00	0.00
3	1	3	64.00	1.23	0.00	0.00
4	3	4	-25.60	0.58	0.00	0.00
5	4	5	42.50	0.24	0.00	0.00
6	4	1	-114.00	0.65	0.00	0.00

JUNCTION NO.	ELEVATION (FT.)	DEMAND	PRESSURE (PSI)	HYDRAULIC GRADE
1	885.0	78.6	78.4	1,066.0
3	845.0	89.6	95.2	1,064.8
4	880.0	45.9	80.3	1,065.4
5	945.0	42.5	52.1	1,065.1

THE NET SYSTEM DEMAND = 256.63
SUMMARY OF INFLOWS(+) AND OUTFLOWS(-)

PIPE NO.	FLOW
1	256.63

SUMMARY OF MINIMUM AND MAXIMUM VELOCITIES

MINIMUMS		MAXIMUMS	
4	0.29	1	1.64
5	0.48	6	0.73

SUMMARY OF MINIMUM AND MAXIMUM HL/1000

MINIMUMS		MAXIMUMS	
4	0.08	1	1.47
5	0.21	3	0.46

SUMMARY OF MINIMUM AND MAXIMUM PRESSURES

MINIMUMS		MAXIMUMS	
5	52.06	3	95.24
1	78.44	4	80.33

FIREFLOW ANALYSIS

THE FOLLOWING CHANGES ARE MADE

JUNTION NO.	DEMAND
GLOBAL DEMAND FACTOR = 1E-7	
5	500

**** THE RESULTS FOR THIS SIMULATION FOLLOW ****

NO. OF TRIALS = 3 - ACCURACY ATTAINED = 1.96881E-3

PIPE NO.	NODE #1	NODE #2	FLOW RATE	HEAD LOSS	MINOR LOSS	PUMP HEAD
1	0	1	500.00	48.07	0.00	0.00
3	1	3	83.75	2.03	0.00	0.00
4	3	4	83.75	5.18	0.00	0.00
5	4	5	500.00	22.60	0.00	0.00
6	4	1	-416.25	7.21	0.00	0.00

JUNCTION NO.	ELEVATION (FT.)	DEMAND	PRESSURE (PSI)	HYDRAULIC GRADE
1	885.0	0.0	63.7	1,031.9
3	845.0	0.0	80.1	1,029.9
4	880.0	0.0	62.7	1,024.7
5	945.0	500.0	24.8	1,002.1

```
THE NET SYSTEM DEMAND = 500
SUMMARY OF INFLOWS(+) AND OUTFLOWS(-)
PIPE NO.          FLOW
 1               500


SUMMARY OF MINIMUM AND MAXIMUM VELOCITIES
      MINIMUMS        MAXIMUMS
      4      0.95        5      5.67
      3      0.95        1      3.19


SUMMARY OF MINIMUM AND MAXIMUM HL/1000
      MINIMUMS        MAXIMUMS
      4      0.75        5     20.54
      3      0.75        1      5.06


SUMMARY OF MINIMUM AND MAXIMUM PRESSURES
      MINIMUMS        MAXIMUMS
      5     24.75        3     80.12
      4     62.71        1     63.67
```

APPENDIX C

EXCERPT FROM DECLARATION

OF

COVENANTS AND RESTRICTIONS

ARTICLE III

THE ASSOCIATION

Section 1. General Powers and Duties. The operating entity of the Project shall be the Association. The Association shall have all powers and duties set forth therefor in this Declaration, its Articles of Incorporation and By-Laws, applicable laws, statutes, ordinances and governmental rules and regulations, and all other lawful powers and duties deemed by its Board of Directors as advisable or necessary to carry out its functions. Every Owner, however acquired, shall be bound by this Declaration, the Association Articles of Incorporation, By-Laws and Rules and Regulations, and the above set forth laws, statutes, ordinances and governmental rules and regulations.

Section 2. Specific Powers and Duties. Without limitation of the foregoing General Powers and Duties, the Association is expressly authorized in its discretion and on behalf of the Owners to do any or all of the following:

(A) To adopt, amend, publish and enforce reasonable Rules and Regulations relating to the possession, use and enjoyment of the Project.

(B) To obtain legal, accounting, contracting and other professional services necessary or desirable for the operation of the Project.

(C) To obtain insurance coverage for the Common Property which may include, but is not limited to, fire and extended

coverage, vandalism and malicious mischief, personal property damage, comprehensive general liability, hired and non-owned automobile coverage, Workmen's Compensation, and such other coverage as the Board of Directors of the Association shall from time to time determine to be necessary, desirable or advisable.

(D) To levy, collect and enforce Assessments in the manner provided in this Declaration in order to pay the Common Expenses of the Project.

(E) To cause an external audit by an independent public accountant to be conducted for the accounts and financial records of the Association.

(F) To cause to be opened and maintained such accounts as are necessary or desirable in banks and savings and loan associations for deposit of funds of the Association.

(G) To enter upon and within any property in the Project at any time reasonable under the circumstances for any purpose reasonably related to the performance of its rights, duties and obligations in connection with the Project.

(H) To repair, maintain, replace or repaint any and all Common Properties and to acquire equipment, materials, supplies, personnel or equipment necessary or proper in connection therewith.

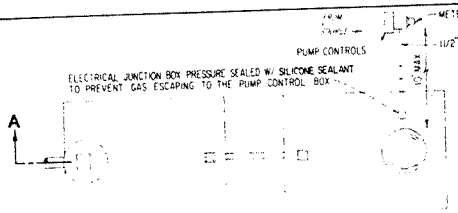
(I) To enter into contracts with and delegate authority to a management agent for all or any portion of the rights, duties and obligations of the Association.

(J) To do all other lawful things or acts deemed by the Board of Directors of the Association to be necessary, desirable or appropriate for the administration, operation and maintenance of the Project.

Section 3. Limited Liability. Neither the Association or any managing agent shall be responsible for acts or omissions to act which do not amount to gross negligence or willful misconduct or for the acts or omissions to act of any Owner or for the breach of any obligation of any Owner. Notwithstanding the duty of the Association to maintain and repair parts of the Project and the Common Elements therein, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other Owners, Occupants or persons.

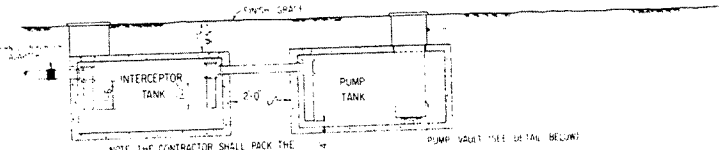
APPENDIX D

WATER DISTRIBUTION MASTER PLAN MAP



PLAN VIEW

NOTE PUMP CONTROLS SHALL CONTAIN HAND-OFF-AUTOMATIC SWITCH, AUDIO ALARM, ALARM SILENCE W/ INTEGRAL RED LIGHT, ALARM TEST BUTTON, CIRCUIT BREAKER, AND SHALL REQUIRE PRIOR APPROVAL BY ENGINEER PUMP CONTROLS FOR DUPLEX PUMPS SHALL BE CAPABLE OF AUTOMATICALLY ALTERNATING OPERATION OF THE PUMPS



NOTE THE CONTRACTOR SHALL PACK THE OPENINGS AROUND THE CONNECTING PIPE BETWEEN THE INTERCEPTOR & PUMP TANK WITH OAKUM BEFORE SEALING WITH CONCRETE

SECTION A-A

NOTES: 1. ALL TANK APPURTENANCES MUST BE APPROVED BY TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, TVPOA.

2. THE INTERCEPTOR TANK AND THE PUMP TANK SHALL BOTH BE TESTED FOR LEAKAGE BEFORE PLACEMENT LEAK TEST SHALL BE PERFORMED BY FILLING THE TANKS TO INLET LEVELS AND ALLOWED TO STAND FOR A PERIOD OF 4 HOURS ABSOLUTELY NO LEAKAGE WILL BE ALLOWED.

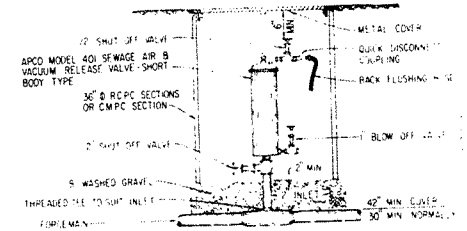
3 THE SINGLE FAMILY INTERCEPTOR TANK SHALL BE CONNECTED TO THE HOUSE ELECTRICAL SYSTEM.

MULTI-FAMILY TANK REQUIREMENTS		
NO. UNITS SERVED	TANK SIZES	
	INTERCEPTOR TANK	PUMP TANK
3	750 GAL	750 GAL
4	750 GAL	750 GAL
5	1000 GAL	750 GAL
6	1000 GAL	1000 GAL

SINGLE FAMILY TANK REQUIREMENTS	
NO. UNITS SERVED	INTERCEPTOR TANK SIZE
1	1000 GAL (SEE BELOW)

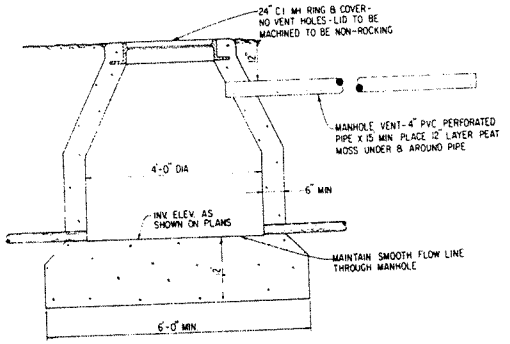
PRECAST CONCRETE TANK INSTALLATION DETAILS

SCALE



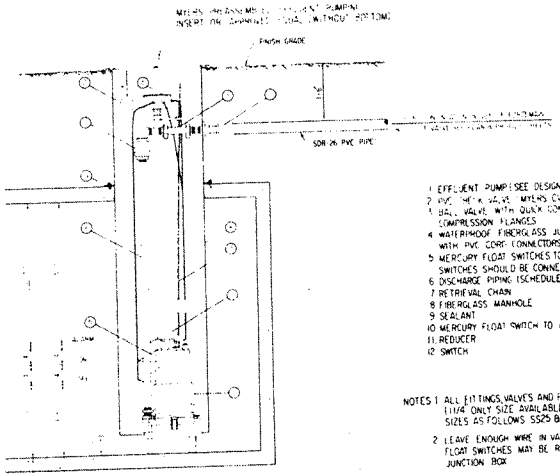
EFFLUENT AIR & VACUUM RELEASE VALVE

SCALE NONE



AIR & VACUUM RELEASE MANHOLE

SCALE 3/4"=1'-0"



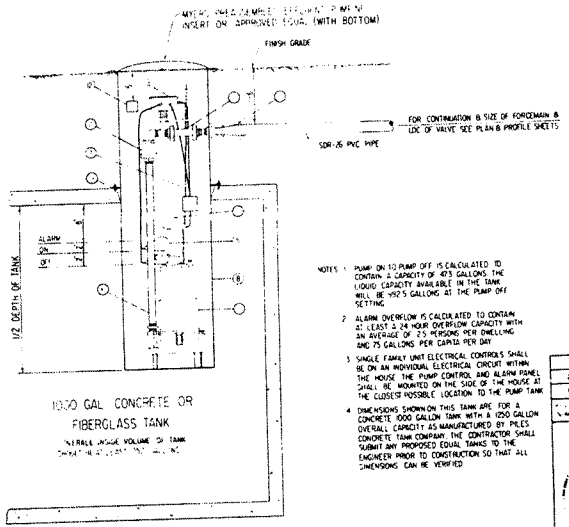
1 EFFLUENT PUMP (SEE DESIGN DRAWINGS FOR PUMP SPECIFICATIONS)
2 PVC CHECK VALVE MYERS CV 1250-2
3 BALL VALVE WITH QUICK CONNECT COMPRESSION FLANGES
4 WATERPROOF FIBERGLASS JUNCTION BOX WITH PVC CORD CONNECTORS
5 MERCURY FLOAT SWITCHES TO CONTROL ON/OFF SEQUENCE OF PUMPS SWITCHES SHOULD BE CONNECTED TO SURFACE CONTROL PANEL
6 DISCHARGE PIPING (SCHEDULE 40 PVC PIPE)
7 RETRIEVAL CHAIN
8 FIBERGLASS MANHOLE
9 SEALANT
10 MERCURY FLOAT SWITCH TO ACTIVATE ALARM LIGHT
11 REDUCER
12 SWITCH

NOTES 1 ALL FITTINGS, VALVES AND PIPE EXCEPT THE PVC CHECK VALVE (1 1/4" ONLY SIZE AVAILABLE) SHALL CONFORM TO PIPE DISCHARGE SIZES AS FOLLOWS SS25 & SS4-1 1/2" ALL OTHER PUMPS 2"

2 LEAVE ENOUGH WIRE IN VAULT SO THAT PUMP, PIPING & FLOAT SWITCHES MAY BE REMOVED BEFORE ACCESS TO JUNCTION BOX

MULTI-FAMILY UNIT PUMP VAULT DETAIL

SCALE



1000 GAL CONCRETE OR FIBERGLASS TANK

NOTES: 1 PUMP ON TO PUMP OFF IS CALCULATED TO CONTAIN A CAPACITY OF 475 GALLONS THE LIQUID CAPACITY AVAILABLE IN THE TANK WILL BE 492.5 GALLONS AT THE PUMP OFF SETTING

2 ALARM OVERFLOW IS CALCULATED TO CONTAIN AT LEAST A 24 HOUR OVERFLOW CAPACITY WITH AN AVERAGE OF 2.5 PERSONS PER DWELLING AND 75 GALLONS PER CAPITA PER DAY

3 SINGLE FAMILY UNIT ELECTRICAL CONTROLS SHALL BE ON AN INDIVIDUAL ELECTRICAL CIRCUIT WITHIN THE HOUSE THE PUMP CONTROL AND ALARM PANEL SHALL BE MOUNTED ON THE SIDE OF THE HOUSE AT THE CLOSEST POSSIBLE LOCATION TO THE PUMP TANK

4 DIMENSIONS SHOWN ON THIS TANK ARE FOR A CONCRETE 1000 GALLON TANK WITH A 1250 GALLON OVERALL CAPACITY AS MANUFACTURED BY PILES CONCRETE TANK COMPANY. THE CONTRACTOR SHALL SUBMIT ANY PROPOSED EQUAL TANKS TO THE ENGINEER PRIOR TO CONSTRUCTION SO THAT ALL DIMENSIONS CAN BE VERIFIED

SINGLE FAMILY UNIT PUMP VAULT DETAIL

SCALE 1"=1'-0"

NO.	BY	DATE	REVISION DESCRIPTION
2	KW	4/25/85	REVISED PROJECT NO FROM 5 TO 6
1	KW	7/1/85	DELETED VENT FIELD

BF 8-25-85
DF 8-1-85
CHECKED BY DATE
APPROVED BY DATE

TANK INSTALLATION DETAILS

STANDARD CONSTRUCTION DETAILS

FOR

TELLICO VILLAGE, TENNESSEE

Cooper Consultants

1 CARLISLE DRIVE BELLA VISTA, ARKANSAS 72714

8-8-84

SCALE AS NOTED

DRAWN KW DATE 8-6-84

TRACED DATE

CHECKED BF DATE 8-8-84

APPROVED DF DATE 8-8-84

DRAWING NUMBER 6-196-121-1

FILE

SHEET 1 OF 1

PREPARED FOR COOPER COMMUNITIES, INC.
PREPARED BY [illegible] CONSULTANTS

TELLICO VILLAGE

WATER DISTRIBUTION MASTER PLAN

SECTION C

A MASTER PLAN FOR

WASTEWATER COLLECTION AND TRANSMISSION

TENNESSEE DEPARTMENT OF HEALTH AND ENVIRONMENT
Bureau of Environment
T.E.R.R.A. BUILDING
150 NINTH AVENUE, NORTH
NASHVILLE, TENNESSEE 37203

August 27, 1984

Mr. David Thrasher, P.E.
Cooper Consultants
1 Carlisle Drive
Bella Vista, Arkansas 72714

Re: Tellico Village (Loudon and Monroe) Wastewater System
CGL #84-0189
A Master Plan for wastewater collection and treatment at the proposed planned community of Tellico Village, Tennessee

Dear Mr. Thrasher:

Our Division acknowledges receipt of two copies of the Master Plan for Tellico Village on July 23, 1984.

As indicated by our stamp, this Engineering Report has been approved.

The proposed project will entail a pumped effluent system comprised of on-lot collection and pressurized transmission. The on-lot system consists of an interceptor tank, pump tank, pump vault, and an overflow drain field. The transmission or collection system includes flushing stations, air and vacuum release valves, gate valves, PVC pipe and lift stations.

To expedite matter, please reference the assigned Construction Grants and Loans Number on future correspondence. If we may be of any assistance, please contact us.

Yours truly,

Gregory D. Swanson
Grants Engineering Section
Division of Construction Grants and Loans

GDS/slk CGL-14

cc: Bob Freer, Cooper Consultants
Loudon and Monroe County Health Departments
East Tennessee Regional Health Office
Knoxville Basin Office - WQC

RECEIVED AUG 30 1984

TENNESSEE DEPARTMENT OF HEALTH AND ENVIRONMENT
Bureau of Environment
T.E.R.R.A. BUILDING
150 NINTH AVENUE NORTH
NASHVILLE, TENNESSEE 37219-5404

April 11, 1985

Mr. Robert Frear, P.E.
Cooper Consultants
1 Carlisle Drive
Bella Vista, AR 72714

Re: Tellico Village (Loudon and Monroe) Wastewater System
CGL #84-0189
Addendum #1 to the Central Sewer System Master Plan; Elimination of Emergency Drain Fields (page C-8 and Appendix D)

Dear Mr. Frear:

Our Division acknowledges receipt of two copies of Addendum #1 on February 20, 1985.

As indicated by our stamp, this Addendum has been approved.

To expedite matter, please reference the assigned Construction Grants and Loans Number on future correspondence. If we may be of any assistance, please contact us.

Yours truly,

Gregory D. Swanson

Gregory D. Swanson
Design Engineering Section
Division of Construction Grants and Loans

GDS/ckh CGL-14

cc: Loudon County Health Department
Monroe County Health Department
East Tennessee Regional Health Office
Knoxville Basin Office - WQC

AGREEMENT

AGREEMENT made this 30th day of October, 1984, between Loudon Utilities Board, a division of the City of Loudon, an incorporated municipality in the County of Loudon, State of Tennessee, hereinafter referred to as "Utilities," and Tellico Village Property Owners Association, Inc., a non-profit corporation organized under the laws of the State of Tennessee and hereinafter referred to as "TVPOA."

WITNESSETH:

WHEREAS, TVPOA desires to provide sewage collection and treatment service to the residences within Tellico Village at a reasonable cost to such customers; and

WHEREAS, TVPOA has no treatment facilities but has the capacity to extend collection and transmission lines to a point within the city limits without construction costs to Utilities; and

WHEREAS, Utilities has a wastewater treatment plant with sufficient capacity to serve the requirements of Tellico Village and desires to supply such treatment services.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and for other valuable consideration, the parties agree as follows:

1. TREATMENT: Utilities agrees to treat effluent collected from within the confines of Tellico Village in such quantity as may be required by TVPOA, not to exceed 1,000,000 gallons per day, and TVPOA will pay for the treatment service in accordance with the terms, limitations and conditions herein set forth.

2. TERM: This contract shall continue in force for a term of ten (10) years from the date on which treatment shall begin; thereafter, it shall continue for successive five year terms, provided that the parties can terminate the contract at the end of any term by giving, at least one hundred eighty (180) days prior to expiration, written notice of such termination.

3. POINT OF DELIVERY: The effluent and sewage collected shall be transmitted by TVPOA to Utilities at a delivery point located within the Loudon City Limits. The meter used for measuring the flow shall be located at the delivery point.

4. RATES: TVPOA will pay Utilities for all sewage treatment hereunder at the following rates:

First	10,000 Gallons of effluent - - -	$ 13.20	
Next	10,000 " " " - - -	.50	per/1000
Over	20,000 " " " - - -	.40	" "

5. ADJUSTMENT OF RATES: Rates as set out herein may be adjusted during the term of this agreement simultaneously with any general rate increase instituted by the Utilities that affects all classes of customers equally and consistent with the practice of Utilities in adjustments of sewer rates over the past 10 years.

6. INSTALLATION: TVPOA shall furnish necessary and suitable connection facilities and shall pay all costs of making connection with Utilities' collection lines including the cost of the meter.

7. MAINTENANCE: TVPOA shall maintain at its expense all collection lines, facilities and equipment on its side of the delivery point and Utilities shall own, operate and maintain the meter and all lines and facilities on its side

of the delivery point; further, each shall be prompt and diligent in making repairs.

8. BILLING AND PAYMENT: Sewer bills will be rendered each month by Utilities to TVPOA for the sewage treatment during the preceding month, and each bill shall be payable at the office of Loudon Utilities in Loudon, Tennessee, on or before the 20th day after the date of such bill. A late charge of 5% of the bill will be added, as is done to all customers, if not paid within 15 days of the date of mailing such bill. The bill will not be mailed prior to the 5th day of the month.

9. COMMENCEMENT OF PERFORMANCE: City will begin or be ready, willing and able to begin treatment on or before January 1, 1985. Each party will notify the other party as soon as such party is ready, willing and able to perform the agreement. The date for commencement of service hereunder shall be extended for reasonable cause shown; however, the parties shall use all reasonable diligence to remove the cause or causes of any delay.

10. METER: TVPOA will furnish and TVPOA will pay the costs of and install such meters as shall be necessary to measure and record the amount of effluent collected for treatment. It is understood that in the beginning, by mutual consent, a small and cheaper meter may be installed, and when TVPOA shall begin to use a larger volume of service, that a larger and more expensive meter will have to be placed into service. The meters shall be the property of Utilities. The meters shall be tested regularly by Utilities and shall, at reasonable times upon the written request and in the presence of the duly authorized representative of TVPOA, be subject to such additional standard tests as may be necessary to establish their commercial

accuracy. All costs of test repairs and other maintenance shall be borne by Utilities.

TVPOA shall not interfere with the meters but in case of defective service, shall immediately give notice thereof to Utilities. If any test shows that meters or connections have been damaged and that because of such damage the meters are not commercially accurate, the meters shall be restored to a condition of accuracy satisfactory to the representatives of both parties. If the inaccuracy of any meter shall exceed five percent (5%), the readings of such meter previously taken shall be corrected on the basis of such test, but not for a period greater than thirty (30) days prior to the day of the test nor prior to a date within such thirty (30) days on which such meter was found to be accurate within five percent (5%).

11. INGRESS AND EGRESS: The parties shall at all times during the continuance of this agreement have the right of ingress and egress from the premises of the other for any purposes connected with collection and transmission of effluent or maintenance of lines, facilities and equipment or the exercise of any rights secured or the performance of any obligations imposed by this agreement.

12. INTERRUPTION OF SERVICE: Utilities shall use all reasonable diligence to provide and maintain uninterrupted service to TVPOA but if interruptions in service to TVPOA shall become necessary due to repair, extension or rehabilitation of the system, TVPOA shall have timely notice of such necessity prior to commencement of any such work.

13. RIGHTS ON DEFAULT: If default shall be made at any time by TVPOA in the payment of any sum of money due

hereunder, or in the performance of any other term or condition under this contract, and if such default shall continue for a period of sixty (60) days, Utilities shall have the right at its option on thirty (30) days written notice to TVPOA, without terminating or in any way avoiding this contract, to discontinue, suspend, or withdraw the further collection or treatment of effluent until such default shall have been completely remedied.

In the event of such default, or at the termination of this contract, it shall be lawful for and TVPOA does hereby authorize and empower Utilities, through its agents or employees with the aid and assistance of any person or persons to enter upon the premises of TVPOA at such place or places in which any meter, apparatus or other property of Utilities may be and remove the same.

14. SUCCESSOR TO PURCHASER: In the event of any occurrence rendering TVPOA incapable of performing under this agreement, any successor, whether the result of legal process, assignment or otherwise, shall succeed to the rights of TVPOA hereunder.

15. MODIFICATION OF AGREEMENT: No amendment, modification, alteration, or enlargement of this contract shall be valid or binding unless reduced to writing at the time same is made and signed by the parties.

16. INTERPRETATION OF AGREEMENT: This contract made and entered into in the State of Tennessee, and will be interpreted and construed under the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Chairman of the Board of Loudon Utilities, approved by the Manager of Loudon Utilities Board

and the City of Loudon, by authority of approval of the Loudon Utilities Board, pursuant to a meeting of said Board, and the President and Secretary of Tellico Village Property Owners Association, Inc. have executed this Agreement at Loudon, Tennessee, on the day and date first above written.

LOUDON UTILITIES BOARD

By: _____
William E. Huff, Jr.
Chairman

_____
James Smith, Manager

TELLICO VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.

By: _____
John A. Cooper, Jr.,
President

Attested:

_____
Secretary

A MASTER PLAN

FOR

WASTEWATER COLLECTION AND TRANSMISSION

AT

TELLICO VILLAGE, TENNESSEE

A PROPOSED PLANNED COMMUNITY

BY

COOPER COMMUNITIES, INC.

Prepared for

Tellico Village Property Owners' Association

Prepared by

Cooper Consultants
1 Carlisle Drive
Bella Vista, Arkansas 72714

August 1984

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APPENDIX

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INTRODUCTION

INTRODUCTION

A. Tellico Village

This document will serve as the Master Plan for Wastewater Collection and Transmission for the proposed planned community of Tellico Village. It has been prepared by the Environmental Engineering Department of Cooper Consultants, Inc. This Master Plan has been coordinated with the Master Plans being prepared for Water, Electricity, Telephone, Transportation, Land Use, Community Management, and other planning documents to form an integrated part of a planned community.

The proposed community of Tellico Village is situated in two parcels of land along the western shores of the 16,000 acre Tellico Reservoir. The northerly parcel of the village, containing about 4,000 acres, is situated entirely in Loudon County, Tennessee. The property is served by the newly constructed Tellico Parkway, which is intended to provide a transportation corridor along its nine-mile path through the property. The property is gently rolling and about 50 percent wooded.

The southern portion of the project, containing more than 600 acres, is situated on a gentle peninsula of the shoreline of Tellico Reservoir. The property is located south of Vonore in Monroe County.

B. Pumped Effluent Sewage System

After detailed research and comparison with other types of sewage collection systems, the pumped effluent sewage system has been selected as the sewage collection and transmission medium for Tellico Village. The selection to utilize a pumped effluent system was made due to the following advantages:

1. The collection mains can be located away from the shore of the reservoir thus minimizing the detrimental effects to the lot owners as well as to the reservoir.

2. Infiltration is practically eliminated.

3. In the early years of development, the removal of the solids and grease within the on-lot interceptor tanks will help prevent clogging of the main due to the initial low flows.

4. Pumped effluent is a closed pressurized system, therefore odors are not a problem.

5. Treatment plant sizes are reduced due to less infiltration, to less excessive peak flows, and to preliminary treatment in the individual on-lot interceptor tanks.

6. Pumped effluent service lines and collection mains are smaller and therefore result in lower initial construction costs.

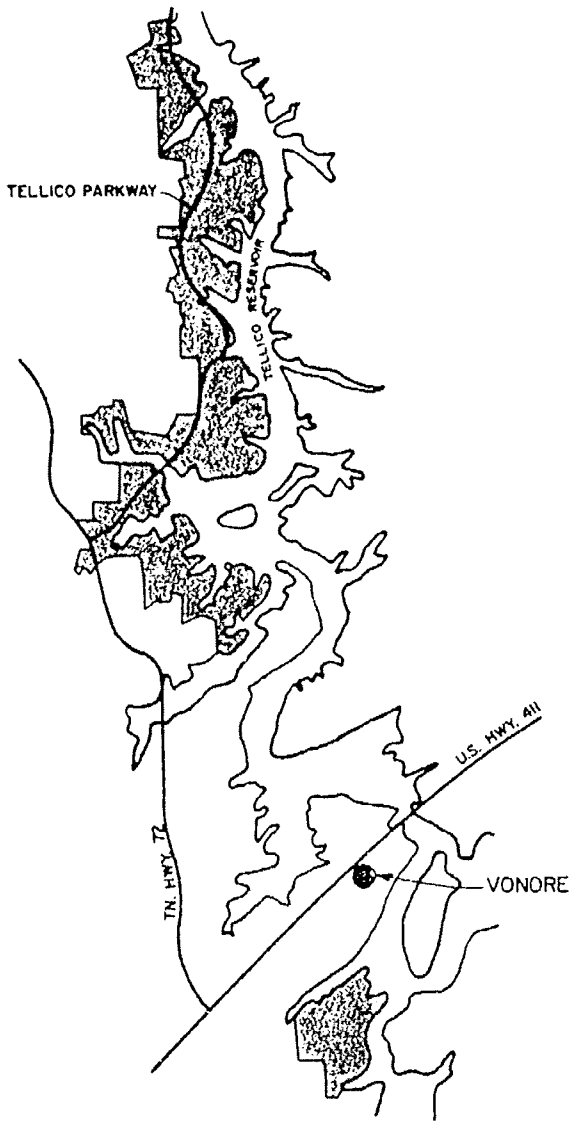
Tellico Village's terrain is one of rolling hills, sloping downward to the reservoir. If gravity sewer were to be used, the collection mains would be located along the shore of the reservoir. Location of the sewer system along the shoreline of the reservoir would not only be aesthetically detrimental to the lot owner, but could cause potential harm to the reservoir. The reservoir would be exposed to contamination from exfiltration from the sewer system or spillage during mainline breaks or at times when the sewer mains were clogged. In addition, the central sewer would be subject to higher infiltration rates due to its close proximity to the water. With the installation of a pumped effluent sewer system, the collection mains will be located away from the shore of the reservoir, thereby greatly reducing the detrimental effects to the lake and to each property owner.

Although a faster buildout rate is projected for Tellico Village than has occurred in Cooper Communities' other developments which are not as near to such metropolitan areas as Knoxville, the flows collected during the initial years of the development will be minimal. The pumped effluent system is the best suited of all collection systems to handle developments with slow growth. Due to the fact that pumped effluent systems incorporate interceptor tanks which remove grease and solids, the need to maintain higher flushing velocities in order to transport solids is eliminated. Therefore, in the early years of development, there will be a much less likely chance of larger pipes having a buildup of grease and solids.

The pumped effluent system is a closed pressurized system, therefore, odors are not a problem. The interceptor tanks are located below grade and the pump vaults are sealed with covers. These tanks will be ventilated through the house plumbing in an equal manner to septic tanks and this will create a situation where possible odors created by gases from anaerobic digestion within the interceptor tank will be unnoticeable.

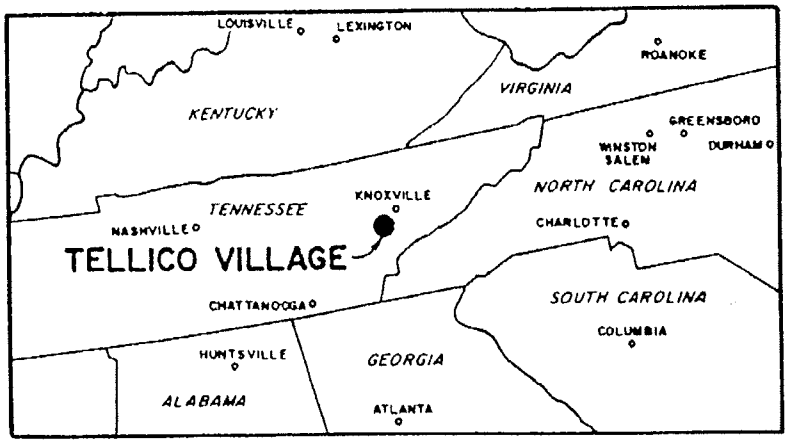
A wastewater treatment facility will not require the same capacity when served by a pumped effluent system as it would with a gravity system. Because the pumped effluent sewer is a pressurized system, infiltration is practically eliminated. In addition, the flows are more uniform and do not exhibit excessive peaks found in other sewer collection systems, thereby reducing the necessary peak capacity of the treatment facility. Another benefit related to the treatment facility is that the effluent has already undergone some treatment within the interceptor tank.

Another benefit of the pumped effluent system is the initial lower construction costs. These cost savings are a result of smaller size collection mains and less excavation required to install the pressure system. This benefit will accrue to all property owners in terms of their homesite costs. Pumped effluent is not without its disadvantages. Maintenance cost are higher in a pumped effluent system and individual homebuilders will be faced with greater costs due to the installation of the interceptor tank and pump at the time they build their house. However, the advantages of this system far outweigh the disadvantages.



TELLICO VILLAGE

VICINITY MAP



TELLICO VILLAGE CENTRAL SEWER MASTER PLAN

DESIGN CRITERIA

DESIGN CRITERIA

A. Population Projections

It is projected that Tellico Village will be more of a working family oriented community than previous Cooper developments due to its proximity to a large metropolitan area. Based on marketing projections done within Cooper Communities, Inc., it is projected that 33% of the dwelling units will be occupied by non-retirement families and that retirement families and second home dwellings will comprise the remaining 67%. Working families in the income range that will inhabit Tellico Village have a family size of 3.1 persons/family and retired families average 1.8 persons/family according to census data from existing Cooper Developments. Hence, the average family size in Tellico Village will be $(0.67)(1.8)+(0.33)(3.1)=2.23$ persons/family, however, a 2.3 person/family standard will be used to be conservative. These population densities will be used for low, medium, and high density housing and will consequently add another factor of safety for medium and high density housing since our past experience has indicated the average number of persons per dwelling for these types of units will be less than 2.3.

B. Absorption Factors

The absorption factor for commercial, medium density, and high density living areas will be 100%, as it has been for previous Cooper Developments. In Bella Vista Village, Hot Springs Village, and Cherokee Village, an absorption factor of 80% (1,2,3) has been used for low density housing (single family lots), however, due to Tellico Village's location, greater percentage of non-retirement homes, and high proportion of golf and lakefront lots, low density housing is projected to have an absorption factor of 85%.

C. Water Demand and Average Per Capita Wastewater Flow

Water demand in the U. S. is commonly estimated to be 100 gallons per capita per day (gpcd), however, this figure includes industrial uses which will not be present in Tellico Village. Existing Cooper Developments have successfully utilized a conservative design value of 75 gpcd due to the lack of industrial use and lower water usage by retired persons (1,2,3). These design values have been successfully incorporated into the master plans for the other Cooper Communities developments and have been accepted by the Arkansas Department of Health.

For planning purposes, daily household water usage may be divided into categories of interior use and exterior use. Interior household use includes toilet flushing, laundry, bathing, dishwashing, drinking, and cooking, and it can be assumed that the interior use will contribute in whole to the wastewater system. Outdoor or exterior use primarily consists of lawn watering, none of which will contribute to the wastewater system. Studies to determine effects of water conservation have summarized the normal interior water use rates found by researchers. Siegrist (4) references himself and four other researchers who have found

interior water use rates of 42.5 gpcd, 44.4 gpcd, 41.2 gpcd, 55.12 gpcd, and 63.5 gpcd. Siegrist, et al. (5) also reported an average flow of 42.6 gpcd over a 434-day sampling period. They also tabulated interior flows of 41 gpcd, 45 gpcd, 30 to 50 gpcd, and 44.5 gpcd. By examining the literature, an average interior household water use of 46 gpcd is obtained. Consequently, a conservative design value of 50 gpcd can be used for interior water usage. As stated above, nearly all of the exterior water use is for irrigation, and it will be assumed that exterior watering will not effect the average household sewage flow.

Using water conservation devices in the home can significantly affect the interior average daily water use. The use of water saving devices will be strongly recommended for Tellico Village. Flow reductions ranging from 10 percent to 70 percent have been reported by Maddaus, et al. (6), Siegrist (4), and Cole and Sharp (7) in residences where water conserving devices have been used. Palmini and Shelton (8) report a 33 gallon per day (gpd) flow reduction in households with toilet dams, a faucet aerator, and a low-flow showerhead or shower-flow control. Maddaus and Feuerstein (9) have studied water conservation and conclude that new residences with low-flush toilets, shower flow controls, and faucet flow controls may exhibit flow reductions of 16.6 gpcd. Based upon these studies, and upon an average interior usage of 46 gpcd as previously noted, using water-saver toilets, faucet aerators, and 2.75 to 3.0 gpm showerheads should reduce interior residential water usage to approximately 30 gpcd. However, to be conservative, these effects will not be taken into account until development of Tellico Village occurs such that actual water usage can be accurately monitored. At that time, the design flow criteria may be adjusted downward to reflect more realistic reduced water demand accomplished by the installation of water conserving devices (6,7,8,9). For the design of the pumped effluent system, a rate of 50 gallons per capita day will be assumed, which is 100 percent of the interior water usage.

D. Equivalent Single Family Lot

In order to simplify our design by reducing the number of calculations which must be performed, the unit Equivalent Single Family Lot (ESFL) has been developed. The ESFL is the number of single family lots which has the same sewer flow rate as an equivalent number of multi-family housing or commercial and community acreages.

For multifamily housing units, the ESFL is figured as follows:

Multifamily Housing Average Daily Sewer Rate

2.3 persons/unit x 50 gpcd x 100% absorption = 115 gpd/unit

Single Family Housing Average Daily Sewer Rate

2.3 persons/unit x 50 gpcd x 85% absorption = 98 gpd/unit

$$\text{ESFL} = \frac{\text{Multifamily Housing Average Daily Sewer Rate}}{\text{Single Family Housing Average Daily Sewer Rate}}$$

$$\text{ESFL Multifamily Housing} = \frac{115 \text{ gpd/unit}}{98 \text{ gpd/ESFL}} = 1.16 \text{ ESFL/unit}$$

or

1 Multifamily Housing Unit = 1.16 ESFL

For commercial acreages, a study performed on Bella Vista Village (10) showed the average interior water demand to be 408 gallons per day per commercial acre (gpd/ca). Using an absorption factor of 100%, the ESFL for commercial areas is as follows:

$$\text{ESFL Commercial Areas} = \frac{408 \text{ gpd/ca x } 100\%}{98 \text{ gpd/ESFL}} = 4.16 \text{ ESFL/comm-acre}$$

or

1 Commercial Acre = 4.16 ESFL

E. Coefficient of Friction

In general, the type of pipe used for the pumped effluent sewer system will be poly-vinyl chloride (PVC), SDR - 26, however, in those situations where the pipe would be subjected to undue stresses, pipes with greater pressure rating will be specified. For PVC pipe, the Hazen - Williams coefficient of friction (C-factor) has been determined to range from 155 to 165 by various researchers (14) and a C-factor of 150 is recommended by pipe manufacturers. A C-factor of 140 has been successfully utilized in the design of pumped effluent systems in Arkansas and is consistently accepted by the Arkansas Department of Health. In addition, Florida, which is the only state to publish guidelines for the design of pressure sewer systems, recommends use of a C-factor between 130 and 150 (11). Therefore, a C-factor of 140 will be used in hydraulic calculations contained within this report.

TELLICO VILLAGE CENTRAL SEWER MASTER PLAN

DESIGN PROCEDURE:

THE RATIONAL METHOD

DESIGN PROCEDURE: THE RATIONAL METHOD

As part of the engineering work for the development of the pumped effluent system for Hot Springs Village, several methods were analyzed to determine the one method most suitable for use within planned communities. The rational method as developed by the Battelle Institute (12) was the method which proved to model the most conducive design flows for a pumped effluent system such as exists within Hot Springs Village and as proposed for Tellico Village. The Rational Design Method as selected for use herein tends to be the most accurate in predicting peak flows and, therefore, is the most accurate method to base pipe sizes upon. This is extremely important in the design of pumped effluent systems since oversizing of mains causes problems that would not normally be expected in conventional wastewater transmission systems.

As outlined in the engineering report for the Escocia Subdivision Pumped Effluent Design (13), oversizing pressure sewer mains would not only cause costly initial construction, but would result in detrimental effects to the system. If, for instance, these mains were oversized, the piping system curve would be flatter and the pumps would discharge at a higher rate of flow than desired. The resulting higher rate of flow would then place an unnecessary peak demand on downstream mainline pump stations and on the treatment facilities.

The Escocia Report also goes on to point out that smaller pipes are advantageous due to the fact that they inhibit peak flows. This advantage may even extend to the point where some of the pumps are running at shut-off head for brief periods of time. As seen on the Pump Tank Installation Detail Sheet located within Appendix D, the interceptor tanks contain sufficient reserve capacity to accomodate the flow from the home during the brief periods where the pump may operate at shut-off head. The Escocia Engineering Report also calculates that pump overheating and power consumption may be neglected even if a pump were to run at shut-off head for one hour or longer.

The rational method utilizes a peaking factor which is based on population (12,13). The peak flow factor is multiplied by the average flow to obtain the peak flow. The peaking factor is calculated as follows:

$$M = 1 + \frac{14}{4 + (P)^{1/2}}$$

M = Peaking Factor
P = Population

Once the peak flows have been obtained, they are adjusted to a suggested design flow. For flows less than 100 gpm, the suggested design flow reflects the influence of centrifugal pumps with flows greater than the predicted actual flows. Once the flows exceed 100 gpm, selection of the suggested design flow is based on an average of calculated peak flows for convenience when performing repetitive calculations as more homes are added. A copy of the proposed pumped effluent design chart which is based on the proposed criteria for Tellico Village is enclosed within Appendix A.

DESCRIPTION OF THE SYSTEM

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A. On-Lot System

The on-lot system consists of an interceptor tank, a pump tank, and a pump vault. The wastewater is first received into the interceptor tank which performs the same function as a septic tank in that it allows the solids to settle to the bottom and the grease to float to the top. In addition, the effluent is subjected to anaerobic treatment within the interceptor tank. For single family-units, the pump vault will be installed within the interceptor tank. For commercial and community buildings, and for multi-family dwellings, the effluent will first flow into an interceptor tank and then into a separate pump tank which contains the vault. The pump tank is utilized in commercial and community buildings and multi-family units to provide extra storage capacities during periods of peak flows. In addition, the pump tank's excess capacity allows for greater down time during periods of maintenance and repair.

The pump vault is a fiberglass insert which houses the pump and piping, floats, and the required controls. The pumps are centrifugal, effluent pumps which will range from approximately one-quarter horsepower to two horsepower. The float switches will turn the pump on, shut the pump off, or activate an audible alarm and red light. The floats are set at prescribed levels to allow maximum pump efficiency and provide adequate response time during periods of emergency. The piping to the pump incorporates a check valve to prevent reverse flow to the vault during times of repair. The control panel shall be located above ground and encased within an approved weathertight enclosure. The control panel for single family dwellings will be located on the wall of the home, within sight of the pump tank. The control panel for multi-family units will be located on a pedestal adjacent to the pump tank.

B. Collection System

The pump discharges the effluent into the collection system, which will transport the effluent to waste treatment facilities. The collection system comprises the pipe, flushing stations, air and vacuum release valves, gate valves, and lift stations. As mentioned in the criteria section, the pipe shall be poly-vinyl chloride, SDR-26, unless situations where the pipe may be subject to undue stresses are encountered. An example of one such situation will be the use of ductile iron pipe with concrete encasement at river crossings. The pressure sewer pipe shall maintain a minimum of ten feet horizontal separation and eighteen inch vertical clearance with all water mains in accordance with Ten State Standards.

Gate valves will be installed at all piping intersections and at intervals throughout the collection network to allow for isolation of sections of pipe during times of repair. The gate valves 3" and larger will be epoxy coated, resilient seat valves. All gate valves smaller than 3" will be brass.

Flushing stations will be located at all intersections, extreme low sections of the systems, and at set intervals to allow for the required maintenance. Effluent air and vacuum release valves are to be installed at the elevation peaks within the system. These valves will allow the release of excessive air as well as the dissipation of vacuums within the pipe.

Enclosed within Appendix E is the Master Plan Map which shows the proposed collection system. As detailed information concerning the various single-family subdivisions, multifamily housing, and commercial and community areas are not available at this time, no effort has been made to show lines smaller than three inches except where applicable. The pipe sizes are selected from the pumped effluent design chart and based on the projected ESFL within the various areas shown on the master plan map. Specific pipe sizes as selected by the design process may vary slightly from those shown on the master plan map due to specific hydraulic conditions that cannot be foreseen by this master plan. In addition, the exact piping layout may vary once the detailed engineering design is undertaken and exact subdivision plats are developed.

C. Wastewater Treatment Facility

The development shall be served by two wastewater treatment facilities. The TASS wastewater treatment facility located just east of Vonore will serve the Monroe County portion of the development. The plant will be put in operation in the near future and has a capacity to treat 0.3 million gallons per day (MGD) of wastewater. The Monroe County property will ultimately send 0.06 MGD to the TASS treatment plant.

The majority of the development is located within Loudon County. The Loudon County portion is projected to ultimately transport an average daily flow of 0.9 MGD to the Loudon Wastewater Treatment Facility. The Loudon treatment facility has a capacity of 14 MGD.

OPERATION OF THE PRESSURE SEWER SYSTEM

OPERATION OF THE PRESSURE SEWER SYSTEM

A. Operating Authority

Control and management of Tellico Village will be vested in the Property Owners' Association. This Association will be structured in the form of a non-profit corporation legally established under Tennessee State Law. The Association will actively manage the community through an elected Board of Directors who will appoint the staff responsible for operations.

The Tellico Village Property Owners' Association (TVPOA) will have primary responsibility for implementation of the protective covenants. In addition, the Association will be responsible for operating the water distribution and storage system, and the sewage collection system. The Association will also be responsible for fire and security protection, solid waste collection and disposal, and operation of the community buildings and the recreational facilities.

The Property Owners' Association will be set up as a quasi-municipal authority with all powers and rights required to operate the wastewater collection and transmission System. Appendix C contains a copy of Article III of the TVPOA Declaration entitled "The Association", which outlines the specific powers that the Property Owners' Association will have that will allow it to effectively operate the proposed system. Among those rights is the power to levy assessments for construction, maintenance, and operation of the sewer system.

The developer, acting on behalf of the Property Owners' Association, will install the initial portion of the system necessary to serve the beginning phases of the community. Those facilities will be turned over to the Property Owners' Association for operation and maintenance. All additional facilities required to provide sewer service will subsequently be provided by the Property Owners' Association.

B. Operating Expense

The TVPOA has numerous sources to draw on to obtain funds for the operation and maintenance of the pumped effluent system. Connection fees will be required when sewer service is connected and these fees cover the administrative, material, and labor costs for the connection. There will be usage fees for sewer consumption which will cover the wholesale cost for sewer and defray the operation and maintenance costs associated with collecting the sewage. In addition, it is projected that usage fees will contain an incremental portion that will be used to finance future capital expenditures.

Operation and maintenance costs for the pumped effluent system will undoubtedly be greater than revenues during the initial years of operation, and a portion of the monthly assessment paid by each property owner can be used to subsidize the subsequent loss. As more customers are connected, that subsidy will be reduced and will eventually be eliminated. At such time that additional phases of the collection system are required within Tellico Village, the TVPOA also has the capability to set special assessments to finance construction of those facilities.

C. Architectural Control Committee

An Architectural Control Committee (ACC) of the TVPOA will be established with the responsibility to promote orderly growth within the community. The Committee itself will adopt rules and regulations to help them guide the residential development in a manner consistent with the statement of Architectural Intent for Tellico Village.

Water saving plumbing fixtures will be encouraged in all dwellings and structures in Tellico Village. Education programs by the ACC will make property owners and local builders aware of available fixtures. The State of California publishes a list of approved water conserving plumbing fixtures which are required in all new construction in California, and this list will be used as a guideline. This list includes: low flush water closets, urinals, and flushometer valves; low flow lavatory and sink faucets, and showerheads; and washing machines. All fixtures will conform to the appropriate standards of the American National Standards Institute.

D. Operation and Maintenance of The Pumped Effluent System

As operators of the wastewater collection system, the Tellico Village Property Owners' Association will be responsible for operational control and system maintenance for the entire sewerage system including all individual on-lot systems. The TVPOA will perform the required scheduled maintenance for the system in addition to having the capability of responding to emergencies on a twenty four hour per day basis.

The scheduled maintenance will include daily inspection and preventive maintenance on the pump stations, periodic flushing of the mains, yearly exercising of the gate valves, and inspection of air and vacuum release valves. In addition, the interceptor tanks will be pumped out approximately every five years, or as required. Direct connection to the potable water system will not be allowed for the purpose of flushing the sewer system. The maintenance crews shall utilize water trucks and will not use fire hydrants.

The maintenance department will be capable of responding to emergency situations twenty four hours per day. This not only includes having the necessary manpower on call, but also includes having a complete inventory of parts and equipment on hand or available to make the required repairs. These repairs might include the replacement of pumps and motors at the individual homes and lift stations, isolating and repairing line breaks, and assuring back-up power is available to operate the system.

A copy of the proposed operation and maintenance plan for the Tellico Village Pumped Effluent Sewage Collection System is enclosed within the Appendix B. A similar plan was developed for use in Bella Vista Village and Hot Springs Village and both plans were approved by The Arkansas Department of Health as part of its overall approval for the use of the pumped effluent systems within those communities.

TELLICO VILLAGE CENTRAL SEWER MASTER PLAN

EROSION CONTROL

EROSION CONTROL

It is projected that the TVPOA will take every economically feasible action possible to reduce or eliminate significant soil erosion during the construction of utility mains.

Erosion control measures that will be used to reduce net erosion or sediment yield consist of controlling the amount or velocity of runoff. These measures include diversions, paved chutes, barriers, sediment basins, outlet structures, seeding, and mulching. Of particular interest and applicability to construction of sewer mains is the use of barriers in the trench to retard water and reduce the velocity in the trench. In addition to specific practices to control erosion, when the sewer main is constructed, excavated material from the trench is normally placed alongside the excavation, effectively forming a diversion around the trench.

Erosion control barriers that may be used simply and economically may consist of bales of hay placed along the trench bottom between the times the trench is excavated and the pipe is laid. On steep slopes, the bales may be anchored in the trench by stakes to prevent the bales from being washed downstream. Another simple erosion control system is the construction of small earthen embankments in the trenches to retard flow and act as sediment basins. These may be constructed by placing a portion of the excavated material back into the trench at intervals. Implementation of these construction techniques will insure that utility construction in Tellico Village will not have an adverse impact on the Tellico Reservoir.

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APPENDIX A

TELLICO VILLAGE

PUMPED EFFLUENT SEWER

DESIGN CHART

TELLICO VILLAGE
PUMPED EFFLUENT SEWER
DESIGN CHART

Criteria:

Average Flow = 2.3 $\frac{\text{persons}}{\text{ESFL}}$ x 50 gpcd x 85% absorption factor

Average Flow = 98 gpd/ESFL

Peak To Avg. Ratio = $1 + \frac{14}{4 + (\text{ESFL} \times 2.3 \times 0.85)^{1/2}}$

Number of ESFL	Avg. Flow (GPD)	Peak To Avg. Ratio	Peak Flow (GPM)	Suggested Design Flow (GPM)	Suggested Pipe Size (In.)	Headloss (Ft/1000 ft.) C=140
1	98	4.46	0.30	15	1.5	23.3
2	196	4.45	0.61	15	1.5	23.3
3	294	4.43	0.91	15	1.5	23.3
4	392	4.42	1.20	20	2	9.8
5	490	4.42	1.50	20	2	9.8
10	980	4.38	2.98	30	2	20.7
15	1,470	4.36	4.45	30	2	20.7
20	1,960	4.34	5.90	30	2	20.7
25	2,450	4.32	7.34	40	3	4.9
30	2,940	4.30	8.78	40	3	4.9
40	3,920	4.27	11.63	40	3	4.9
50	4,900	4.25	14.45	40	3	4.9
60	5,880	4.22	17.25	40	3	4.9
70	6,860	4.20	20.03	40	3	4.9
80	7,840	4.19	22.79	45	3	6.1
90	8,820	4.17	25.53	45	3	6.1
100	9,800	4.15	28.25	50	3	7.4
125	12,250	4.12	35.01	50	3	7.4
150	14,700	4.08	41.68	55	3	8.8
175	17,150	4.05	48.28	55	3	8.8
200	19,600	4.03	54.81	60	3	13.8
250	24,500	3.98	67.70	70	3	17.7
300	29,400	3.94	80.39	90	4	5.4
400	39,200	3.87	105.25	110	4	7.9
500	49,000	3.81	129.52	130	4	10.7
600	58,800	3.75	153.30	160	4	15.7
700	68,600	3.71	176.65	180	4	19.5
800	78,400	3.67	199.61	200	6	3.3
900	88,200	3.63	222.24	230	6	4.3
1000	98,000	3.59	244.55	240	6	4.6
1100	107,800	3.56	266.59	270	6	5.8
1200	117,600	3.53	288.36	290	6	6.6
1300	127,400	3.50	309.88	310	6	7.4
1400	137,200	3.48	331.18	330	6	8.3
1500	147,000	3.45	352.27	360	6	9.8
1600	156,800	3.43	373.15	380	6	10.8
1700	166,600	3.40	393.85	400	6	11.9
1800	176,400	3.38	414.37	420	6	13.0
1900	186,200	3.36	434.72	440	6	14.2

TELLICO VILLAGE PUMPED EFFLUENT SEWER DESIGN CHART

Number of ESFL	Avg. Flow (GPD)	Peak To Avg. Ratio	Peak Flow (GPM)	Suggested Design Flow (GPM)	Suggested Pipe Size (In.)	Headloss (Ft/1000 ft.) C=140
2000	196,000	3.34	454.91	460	6	15.4
2100	205,800	3.32	474.94	480	6	16.7
2200	215,600	3.30	494.82	500	6	18.0
2300	225,400	3.29	514.57	520	6	19.4
2400	235,200	3.27	534.18	540	8	5.1
2500	245,000	3.25	553.66	560	8	5.5
2600	254,800	3.24	573.01	580	8	5.8
2700	264,600	3.22	592.25	600	8	6.2
2800	274,400	3.21	611.36	620	8	6.6
2900	284,200	3.19	630.37	630	8	6.8
3000	294,000	3.18	649.27	650	8	7.2
3100	303,800	3.17	668.06	670	8	7.6
3200	313,600	3.15	686.75	690	8	8.1
3300	323,400	3.14	705.34	710	8	8.5
3400	333,200	3.13	723.84	730	8	8.9
3500	343,000	3.12	742.25	750	8	9.4
3600	352,800	3.10	760.56	760	8	9.6
3700	362,600	3.09	778.79	780	8	10.1
3800	372,400	3.08	796.93	800	8	10.6
3900	382,200	3.07	814.99	820	8	11.1
4000	392,000	3.06	832.97	840	8	11.6
4100	401,800	3.05	850.88	850	8	11.8
4200	411,600	3.04	868.70	870	8	12.4
4300	421,400	3.03	886.45	890	8	12.9
4400	431,200	3.02	904.13	910	8	13.4
4500	441,000	3.01	921.73	930	8	14.0
4600	450,800	3.00	939.27	940	8	14.3
4700	460,600	2.99	956.74	960	10	5.0
4800	470,400	2.98	974.14	980	10	5.2
4900	480,200	2.97	991.48	1000	10	5.4
5000	490,000	2.96	1008.75	1010	10	5.5
5100	499,800	2.96	1025.96	1030	10	5.7
5200	509,600	2.95	1043.12	1050	10	5.9
5300	519,400	2.94	1060.21	1060	10	6.0
5400	529,200	2.93	1077.24	1080	10	6.2
5500	539,000	2.92	1094.21	1100	10	6.4
5600	548,800	2.92	1111.13	1120	10	6.7
5700	558,600	2.91	1127.99	1130	10	6.8
5800	568,400	2.90	1144.80	1150	10	7.0
5900	578,200	2.89	1161.56	1170	10	7.2
6000	588,000	2.89	1178.26	1180	10	7.3
6100	597,800	2.88	1194.92	1200	10	7.6
6200	607,600	2.87	1211.52	1220	10	7.8
6300	617,400	2.86	1228.07	1230	10	7.9
6400	627,200	2.86	1244.58	1250	10	8.2
6500	637,000	2.85	1261.03	1270	10	8.4
6600	646,800	2.84	1277.44	1280	10	8.5
6700	656,600	2.84	1293.81	1300	10	8.8
6800	646,400	2.83	1310.12	1310	10	8.9

TELLICO VILLAGE PUMPED EFFLUENT SEWER DESIGN CHART

Number of ESFL	Avg. Flow (GPD)	Peak To Avg. Ratio	Peak Flow (GPM)	Suggested Design Flow (GPM)	Suggested Pipe Size (In.)	Headloss (Ft/1000 ft.) C=140
6900	676,200	2.82	1326.40	1330	10	9.2
7000	686,000	2.82	1342.63	1350	10	9.4
7100	695,800	2.81	1358.81	1360	10	9.5
7200	705,600	2.81	1374.96	1380	10	9.8
7300	715,400	2.80	1391.06	1400	10	10.1
7400	725,200	2.79	1407.12	1410	10	10.2
7500	735,000	2.79	1423.14	1430	10	10.5
7600	744,800	2.78	1439.12	1440	10	10.6
7700	754,600	2.78	1455.06	1460	10	10.9
7800	764,400	2.77	1470.96	1470	12	11.0
7900	774,200	2.77	1486.82	1490	12	11.3
8000	784,000	2.76	1502.64	1510	12	11.6
8100	793,800	2.75	1518.43	1520	12	11.7
8200	803,600	2.75	1534.18	1540	12	12.0
8300	813,400	2.74	1549.89	1550	12	12.2
8400	823,200	2.74	1565.57	1570	12	12.4
8500	833,000	2.73	1581.22	1590	12	12.7
8600	842,800	2.73	1596.82	1600	12	12.9
8700	852,600	2.72	1612.40	1620	12	13.2
8800	862,400	2.72	1627.94	1630	12	13.3
8900	872,200	2.71	1643.44	1650	12	13.6
9000	882,000	2.71	1658.92	1660	12	13.8

APPENDIX B

TELLICO VILLAGE

PROPERTY OWNERS ASSOCIATION

OPERATION AND MAINTENANCE PLAN

TELLICO VILLAGE
PROPERTY OWNERS' ASSOCIATION
OPERATION AND MAINTENANCE PLAN
PUMPED EFFLUENT SEWAGE COLLECTION SYSTEM
TELLICO VILLAGE, TENNESSEE

I. AUTHORITY

The Tellico Village Property Owners' Association (TVPOA) shall operate and maintain the pumped effluent sewage collection system for Tellico Village, Tennessee.

II. PURPOSE

To establish standards and regulations relative to the operation and maintenance of the "Pumped Effluent System".

III. INSPECTING AGENCY

A. All installation and equipment referred to herein must be inspected and approved by inspectors of the TVPOA.

B. Plumbing connections at and near interceptor tank will be inspected under provisions of the State and local plumbing codes.

IV. PUMP TANKS

A. Location

1. Shall be placed according to the Engineer's design drawings and specifications.

2. Shall be placed below ground level.

3. Shall have the access hatches unobstructed.

4. Shall be within 30 feet of a hard surface driveway or roadway with a maximum lift of 15 feet.

B. Size: As denoted on the Engineer's design drawings.

C. Responsibility for installation shall be in accordance with Sections VIII and IX, shall be subject to inspection by the TVPOA.

D. Clean-out: Periodic pumping of the tank and disposal of residue shall be the responsibility of the homeowner under the supervision of the TVPOA.

E. On a periodic basis each holding tank shall be measured for depth of sludge. The TVPOA will inform single family home owners when their holding tanks need to be cleaned out and shall supervise the sludge removal process.

V. PUMPS AND APPURTENANCES WITHIN THE PUMP TANK

A. Responsibility for installation shall be in accordance with Section VIII and IX and shall be subject to inspection by the TVPOA.

B. Routine repair and service shall be by the TVPOA on a semi-annual basis and a visual inspection made for any malfunction and for possible obstruction in the suction port of the pump. The homeowner shall be responsible for any and all costs incurred by the TVPOA for this replacement.

C. Replacement: In cases where complete replacement of the pump and/or any appurtenance is required, said replacement shall be performed by the TVPOA personnel and the defective unit repaired or returned to the manufacturer. The homeowner shall be responsible for any and all cost incurred by the TVPOA for this replacement.

VI. ELECTRIC POWER SUPPLY

A power supply for each pump SHALL BE as follows:

115 - 230 volt - 60 cycle single phase electric service.

VII. PUMP FAILURE ALARM

A. Responsibility for the installation of a pump failure alarm system capable of indicating a failure in the holding tank pumping systems shall be in accordance with Sections VIII and IX.

B. Specifications shall be furnished by the consulting engineer for the TVPOA.

VIII. RESPONSIBILITY OF DEVELOPER WITHIN MULTI-FAMILY HOUSING AND COMMERCIAL AND COMMUNITY AREAS

A. Cost of interceptor tanks, pump tanks, pumps and appurtenances, electric power installation and alarm system, including pump controls.

B. Installation of A. above.

C. One year warranty on all installation after date of acceptance by the TVPOA.

IX. ON LOT SYSTEMS FOR SINGLE FAMILY RESIDENCES

A. The system shall be designed by a competent professional engineer and this design shall be approved by the Tennessee Department of Health and Environment prior to construction.

B. The TVPOA shall reserve the right to inspect the installation of the system and to reject any item of the work not constructed or installed in accordance with design plans and specifications.

C. The individual homeowner shall own all of the on-lot pressure sewer system appurtenances and shall be responsible for all costs of operation, maintenance, and repair of the system.

D. The builder or owner will be required to submit a connection fee to the TVPOA prior to connection to the central sewer system.

E. The owner will be responsible for notifying the TVPOA in case of transfer of ownership.

F. If a malfunction of the on-lot pressure sewer system components occurs, the TVPOA will provide an initial inspection of the malfunction at no charge to the owner. If the malfunction requires material or labor for adequate repair, the TVPOA will provide that material and labor at a charge to the owner.

G. The owner, under the supervision of the TVPOA, shall be responsible for the pumping (clean out) of his interceptor tank.

X. RESPONSIBILITY OF THE TELLICO VILLAGE PROPERTY OWNERS' ASSOCIATION

A. Normal operation and maintenance of the system up to but not including individual service connections.

B. Pumping (clean out) of interceptor tank, as needed within multi-family housing and commercial and community areas.

C. Routine maintenance of individual on-lot systems.

D. Replacement of faulty units after the warranty has expired.

E. Testing of alarm system, semi-annually.

XI. MAINTENANCE FACILITIES AND EQUIPMENT

A. The TVPOA shall provide:

1. An inventory of spare pumps and appurtenances necessary to maintain the pumped effluent system.

2. Adequate shop facilities and testing equipment.

3. Adequate, trained personnel on duty or on call on a 24 hour per day basis and radio dispatched.

4. An evacuation tank truck with a capacity of 1,000 gallons. Said truck shall be furnished directly or by sub-contract.

5. A 1,000 gallon water truck capable of flushing mains shall be furnished directly or by sub-contract.

XII. MAINTENANCE OF SYSTEM

A. Main Lines

Flushing of main lines will be conducted as established as required by a maintenance program.

B. Valves

1. An annual inspection will be made of all isolation, flushing air relief, and vacuum breaker valves.

2. A complete set of as-built drawings will be maintained as permanent records.

C. Sludge Disposal

As part of the maintenance program the sludge removed from the interceptor tanks will be introduced into the central treatment plant for proper treatment and stabilization.

APPENDIX C

THE ASSOCIATION

ARTICLE III

THE ASSOCIATION

Section 1. General Powers and Duties. The operating entity of the Project shall be the Association. The Association shall have all powers and duties set forth therefor in this Declaration, its Articles of Incorporation and By-Laws, applicable laws, statutes, ordinances and governmental rules and regulations, and all other lawful powers and duties deemed by its Board of Directors as advisable or necessary to carry out its functions. Every Owner, however acquired, shall be bound by this Declaration, the Association Articles of Incorporation, By-Laws and Rules and Regulations, and the above set forth laws, statutes, ordinances and governmental rules and regulations.

Section 2. Specific Powers and Duties. Without limitation of the foregoing General Powers and Duties, the Association is expressly authorized in its discretion and on behalf of the Owners to do any or all of the following:

(A) To adopt, amend, publish and enforce reasonable Rules and Regulations relating to the possession, use and enjoyment of the Project.

(B) To obtain legal, accounting, contracting and other professional services necessary or desirable for the operation of the Project.

(C) To obtain insurance coverage for the Common Property which may include, but is not limited to, fire and extended

coverage, vandalism and malicious mischief, personal property damage, comprehensive general liability, hired and non-owned automobile coverage, Workmen's Compensation, and such other coverage as the Board of Directors of the Association shall from time to time determine to be necessary, desirable or advisable.

(D) To levy, collect and enforce Assessments in the manner provided in this Declaration in order to pay the Common Expenses of the Project.

(E) To cause an external audit by an independent public accountant to be conducted for the accounts and financial records of the Association.

(F) To cause to be opened and maintained such accounts as are necessary or desirable in banks and savings and loan associations for deposit of funds of the Association.

(G) To enter upon and within any property in the Project at any time reasonable under the circumstances for any purpose reasonably related to the performance of its rights, duties and obligations in connection with the Project.

(H) To repair, maintain, replace or repaint any and all Common Properties and to acquire equipment, materials, supplies, personnel or equipment necessary or proper in connection therewith.

(I) To enter into contracts with and delegate authority to a management agent for all or any portion of the rights, duties and obligations of the Association.

(J) To do all other lawful things or acts deemed by the Board of Directors of the Association to be necessary, desirable or appropriate for the administration, operation and maintenance of the Project.

Section 3. Limited Liability. Neither the Association or any managing agent shall be responsible for acts or omissions to act which do not amount to gross negligence or willful misconduct or for the acts or omissions to act of any Owner or for the breach of any obligation of any Owner. Notwithstanding the duty of the Association to maintain and repair parts of the Project and the Common Elements therein, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other Owners, Occupants or persons.

APPENDIX D

TELLICO VILLAGE

PUMPED TANK INSTALLATION

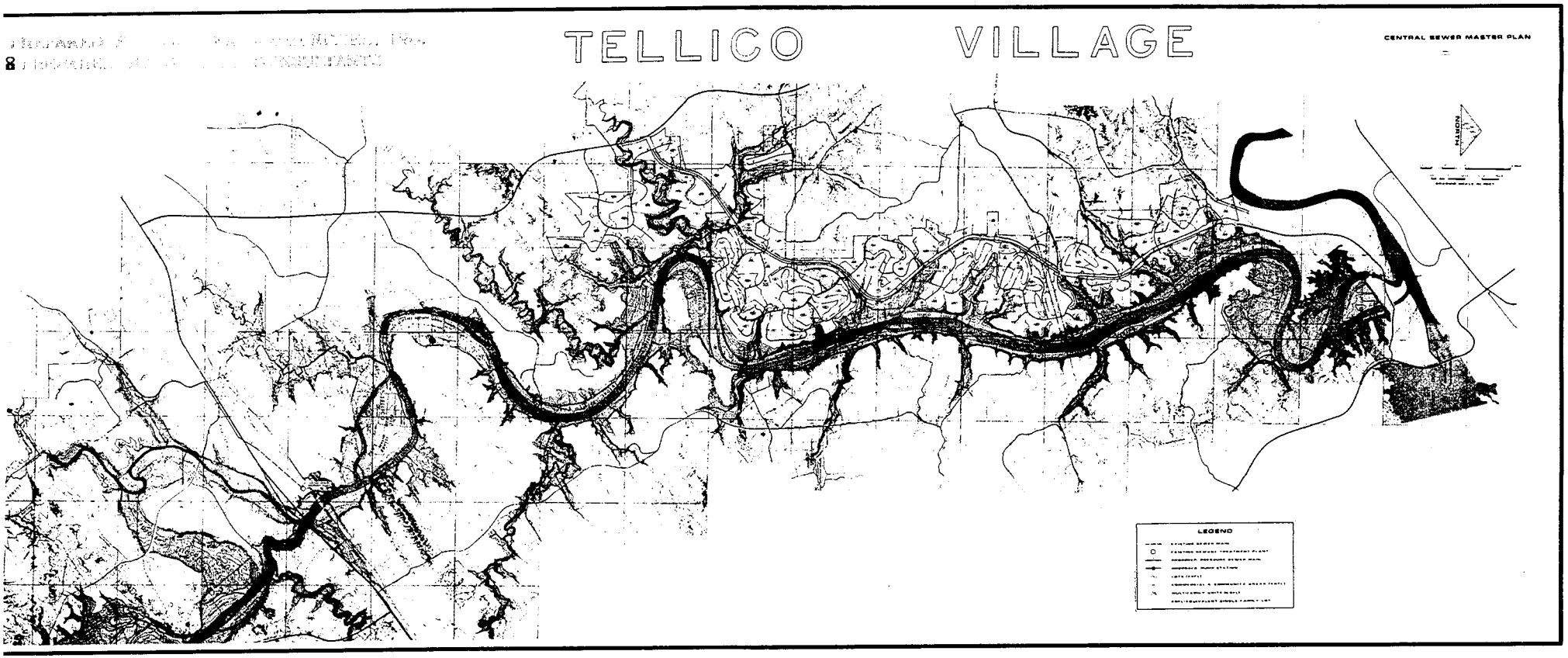
DETAIL SHEET

APPENDIX E

TELLICO VILLAGE

CENTRAL SEWER MASTER PLAN

MAP


TELLICO VILLAGE
CENTRAL SEWER MASTER PLAN
NORTH
LEGEND

LEASE AGREEMENT

THIS LEASE AGREEMENT dated the 19 day of SEPT., 1984, by and between the TELLICO RESERVOIR DEVELOPMENT AGENCY, an agency created under the laws of the State of Tennessee pursuant to Acts 1982 (Adj.S), ch. 679, codified at Section 64-1-701 et seq. Tennessee Code Annotated, hereinafter called "LESSOR", and TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Tennessee non-profit corporation, hereinafter called "LESSEE".

WITNESSETH:

WHEREAS, Lessor, pursuant to its statutory authority, acquired certain lands within the Tellico Reservoir project area from the United States of America through its legal agent the Tennessee Valley Authority, hereinafter called "TVA", for the purpose of effectuating a program for the comprehensive development thereof to further the economy of the project area; and

WHEREAS, Lessor entered into an agreement to sell certain of those lands to Cooper Communities, Inc., a Delaware corporation, hereinafter called "CCI", for the purpose of the development thereon of a residential and commercial community with streets, water and sewer utility systems, greenbelt areas and other common facilities for the use and benefit of said community; and

WHEREAS, CCI encouraged and participated in the formation of the Lessee for the purpose of certain construction, maintenance and administration rights, duties and obligations with respect to the aforesaid common facilities and for the preservation of the values and amenities in said community, all in the manner as set forth in the Declaration of Covenants and Restrictions, hereinafter called "Declaration", which has or will be recorded in connection therewith; and

WHEREAS, the agreement between Lessor and CCI provided that certain of the lands conveyed by Lessor to CCI would be reconveyed to Lessor as common properties as they are developed and platted, whereupon Lessor would simultaneously lease the same to Lessee for the uses and benefits as set out in the Declaration;

NOW THEREFORE, in consideration of the premises and in further consideration of the mutual agreements of the parties contained herein and in that certain agreement between Lessor and CCI as hereinabove mentioned, the parties hereto agree as follows:

1. CONSIDERATION ACKNOWLEDGED

Each of the parties hereby acknowledges the receipt of a valuable consideration from the other and that they and each of them act in further consideration of engagements of the other as herein stated.

2. CONSTRUCTION

The covenants of Lessee herein, whether expressed in singular or plural, masculine, feminine or neuter pronouns, shall be the joint and several obligations of each such party and shall be liberally construed to effect the mutual

PREPARED BY:
COOPER COMMUNITIES, INC.
LEGAL DEPT. P.O. BOX [illegible]
BENTONVILLE, ARK. 72712

ALL-STATE LEGAL®
EXHIBIT
I

interests of the parties in the efficient construction, operation, maintenance and administration of the common properties for the use and benefit of the community being developed and in order to further the orderly economic development of the Tellico Reservoir project area.

3. DEFINITIONS

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the terms used in this Lease Agreement shall have the same meaning therefor as set forth in the Declaration, any Supplemental Declaration, any record plat of the lands thereunder and any other documents related to the Project.

4. PREMISES

Lessor does hereby grant, demise and lease unto Lessee the following described properties now or to be situated within Tellico Village, Counties of Loudon and Monroe, State of Tennessee, to-wit: Approximately 1,663 acres of Common Properties as and when reconveyed by CCI to Lessor, subject to any easements and restrictions contained in any such reconveyance, without any further action required by the parties hereto for same to be included herein, together with any and all streets and recreational amenities located thereon, all pursuant to and in accordance with the agreement between Lessor and CCI which said Agreement is hereby incorporated by reference as if set out herein word for word.

5. TERM

To have and to hold the above described premises unto Lessee for a period of Ninety-Nine (99) Years commencing upon the first reconveyance of Common Properties to Lessor by CCI pursuant to and in accordance with the agreement therefor as incorporated herein.

6. RENTAL

Lessee shall pay Lessor for the full term of the lease the sum of Fifty-Six Million Seven Hundred Ninety-nine Thousand Seven Hundred Sixty-five Dollar ($56,799,765.00) to be paid in annual installments, the first said installment to be due on the first anniversary of the term of this Lease Agreement and annually thereafter, as follows:

Year	Lease Amount	Cumulative Lease Amount	Year	Lease Amount	Cumulative Lease Amount
1	166,300	166,300	14	274,395	3,084,865
2	174,615	340,915	15	282,710	3,367,575
3	182,930	523,845	16	291,025	3,658,600
4	191,245	715,090	17	299,340	3,957,940
5	199,560	914,650	18	307,655	4,265,595
6	207,875	1,122,525	19	315,970	4,581,565
7	216,190	1,338,715	20	324,285	4,905,850
8	224,505	1,563,220	21	332,600	5,238,450
9	232,820	1,796,040	22	340,915	5,579,365
10	241,135	2,037,175	23	349,230	5,928,595
11	249,450	2,286,625	24	357,545	6,286,140
12	257,765	2,544,390	25	365,860	6,652,000
13	266,080	2,810,470	26	374,175	7,026,175

Year	Lease Amount	Cumulative Lease Amount	Year	Lease Amount	Cumulative Lease Amount
27	382,490	7,408,665	64	690,145	27,406,240
28	390,805	7,799,470	65	698,460	28,104,700
29	399,120	8,198,590	66	706,775	28,811,475
30	407,435	8,606,025	67	715,090	29,526,565
31	415,750	9,021,775	68	723,405	30,249,970
32	424,065	9,445,840	69	731,720	30,981,690
33	432,380	9,878,220	70	740,035	31,721,725
34	440,695	10,318,915	71	748,350	32,470,075
35	449,010	10,767,925	72	756,665	33,226,740
36	457,325	11,225,250	73	764,980	33,991,720
37	465,640	11,690,890	74	773,295	34,765,015
38	473,955	12,164,845	75	781,610	35,546,625
39	482,270	12,647,115	76	789,925	36,336,550
40	490,585	13,137,700	77	798,240	37,134,790
41	498,900	13,636,600	78	806,555	37,941,345
42	507,215	14,143,815	79	814,870	38,756,215
43	515,530	14,659,345	80	823,185	39,579,400
44	523,845	15,183,190	81	831,500	40,410,900
45	532,160	15,715,350	82	839,815	41,250,715
46	540,475	16,255,825	83	848,130	42,098,845
47	548,790	16,804,615	84	856,445	42,955,290
48	557,105	17,361,720	85	864,760	43,820,050
49	565,420	17,927,140	86	873,075	44,693,125
50	573,735	18,500,875	87	881,390	45,574,515
51	582,050	19,082,925	88	889,705	46,464,220
52	590,365	19,673,290	89	898,020	47,362,240
53	598,680	20,271,970	90	906,335	48,268,575
54	606,995	20,878,965	91	914,650	49,183,225
55	615,310	21,494,275	92	922,965	50,106,190
56	623,625	22,117,900	93	931,280	51,037,470
57	631,940	22,749,840	94	939,595	51,977,065
58	640,255	23,390,095	95	947,910	52,924,975
59	648,570	24,038,665	96	956,225	53,881,200
60	656,885	24,695,550	97	964,540	54,845,740
61	665,200	25,360,750	98	972,855	55,818,595
62	673,515	26,034,265	99	981,170	56,799,765
63	681,830	26,716,095			

All rentals shall be payable without demand or notice at Lessor's office in Vonore, Tennessee or at such other place as Lessor may designate in writing. It is the intention of the parties hereto that the rental herein specified shall be absolutely net to the Lessor in each year during the term of this lease and that all costs, expenses, taxes, assessments, and obligations of every kind relating to the leased property (except as otherwise specifically provided in this lease), which may arise or become due during the term of this lease, shall be paid by the Lessee as additional rent and Lessee shall indemnify and save Lessor harmless from and against such amounts. In the event of nonpayment by the Lessee, Lessor shall have all the rights and remedies with respect thereto as it has for the nonpayment of the rent in addition to all other rights and remedies provided by law.

7. OPTION TO PURCHASE

Lessor does hereby grant unto Lessee, or its assigns, the exclusive right, privilege and option to purchase all of the common properties required to be conveyed by CCI to Lessor, whether or not then so conveyed, at any time after the twentieth (20th) anniversary date of this Lease

Agreement for the sum of Twenty Million Dollars ($20,000,000.00) or the then current appraised market value, whichever amount is higher. In the event such option is exercised, the preceding ten (10) annual payments shall be applied as a credit against the purchase price.

8. USE OF PREMISES

The premises, including buildings or other improvements erected thereon, shall be used as Common Properties pursuant to and in accordance with the provisions of the Declaration of Covenants and Restrictions for Tellico Village, Tennessee, which said Declaration is hereby incorporated by reference as if set out herein word for word.

9. GENERAL CARE OF PREMISES

Lessee agrees to keep the premises in proper sanitary condition and that it will not commit waste or permit waste to be done to or upon the leased premises and that it will not create or allow any nuisance to exist on the leased premises and to abate promptly, free of expense to Lessor, any nuisance on the leased premises or that may arise. The Lessee shall have the right, however, at any and all times during the term of this lease, to construct, use, operate, maintain, repair and demolish any and all facilities in, upon, over and under the leased premises necessary or appropriate to the performance of its rights, duties and obligations under the Declaration, any Supplemental Declaration, its Articles of Incorporation and By-Laws, this Lease Agreement, the Master Lakeshore Easement and Master Permit, and any other Project documents.

10. LAWFUL AND MORAL USES

Lessee covenants that the premises shall, during the entire term of this lease and any extension or renewal thereof, be used only and exclusively for lawful and moral purposes and no part of the premises shall be used in any manner whatsoever for any purpose in violation of the applicable laws of the United States, the State of Tennessee, Loudon or Monroe Counties, Tennessee, or the covenants, conditions or restrictions applicable to Tellico Village, Tennessee, and further covenants to save and hold the Lessor harmless from any acts done by Lessee which constitute violations thereof.

11. INSURANCE

During the term of this lease, Lessee shall procure and maintain at Lessee's sole cost and expense and for the mutual benefit of Lessee and Lessor the following types of insurance in good and solvent insurance companies:

(1) Comprehensive public liability insurance policy, including property damage (and product liability insurance, if applicable), insuring both Lessor and Lessee against liability for injury to persons or property occurring in or about the leased premises or arising out of the ownership, maintenance, use or occupancy thereof. The liability under such insurance shall not be less than One Million Dollars ($1,000,000.00) single limit combined bodily injury and property damage each occurence.

(2) Fire and extended coverage insurance covering the recreational amenities constructed upon the leased premises

pursuant to and in accordance with the agreement between Lessor and CCI as hereinabove set forth, against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by "extended coverage" so called, in an amount sufficient to fully assure replacement costs of any buildings now or hereafter so located on the demised premises, including all improvements and betterments made thereto by Lessee, and such policy of insurance shall be written in the name of Lessee and Lessor as their respective interests may appear.

All policies of insurance (except liability insurance) shall provide by endorsement that any loss shall be payable to Lessor or Lessee, as their respective interests may appear and Lessor shall be furnished with Certificates of Insurance on all policies issued.

12. TAXES

Lessee agrees to pay all taxes upon all personal property, including fixtures and equipment owned by it or furnished to or by it which are located in and upon the leased premises, and Lessee agrees to pay all real property taxes and assessments levied upon the premises. In the event of a failure of Lessee to pay such taxes and assessments forthwith, upon demand, same shall be considered as a failure to pay rent and Lessor shall have such rights and remedies as are herein provided therefor.

13. BUILDING EQUIPMENT, FIXTURES AND UTILITIES

It is specifically agreed and understood that Lessee shall accept the premises in their "as is" condition on the date of reconveyance by CCI to Lessor as hereinabove described and is fully responsible, at its sole cost and expense, to provide as required for all other desired furniture, fixtures and equipment and installation thereof. It is further understood and agreed that at all times during the term of this lease or any extension thereof, Lessee shall pay, at its sole cost and expense, all installation or service charges for water, sewer, telephone, electricity, air conditioning and heating, trash or garbage collection and any other utility charge that may accrue by reason of occupancy of the premises by Lessee, and Lessee shall not at any time permit any lien or claim to be filed against the premises or any part thereof on account of any expenses or charges for same.

Upon the expiration of this lease for whatever reason, all improvements thereon which are fixtures and constructed upon the leased premises by CCI, pursuant to and in accordance with its agreement with Lessor as hereinabove set forth, other than the water and sewer system which is operated by and shall be owned by Lessee, shall, at Lessor's option, be abandoned by Lessee and become the sole property of Lessor in their "as is" condition on that date, including normal wear and tear, without payment of any kind therefor.

14. MAINTENANCE OF PREMISES

Lessee shall, at its sole cost and expense, maintain all streets, parking lots and recreational amenities constructed or erected upon the premises by CCI pursuant to and in accordance with its agreement with Lessor as hereinabove set forth, in good repair during the term hereof, specifically including the interior, exterior, foundations, roof and all structural portions of such buildings.

The parties further mutually agree that Lessee shall, at its sole cost and expense, take any reasonable actions appropriate to avoid unsightliness and any undue damage to any cemeteries, historic or archeological sites presently located upon the demised premises and may, to the extent legally permissible and desirable, in the sole discretion of Lessee, maintain such sites as a part of its management of Tellico Village.

15. DESTRUCTION BY FIRE, ETC.

Should the improvements required to be insured by Lessee under Paragraph 11(2) of this Lease Agreement, or any part of same, be destroyed or damaged by fire or other cause, Lessee shall rebuild or repair such damage to the extent of any insurance coverage available therefor. Lessee shall reconstruct or repair the improvements located on the premises at the earliest practicable date from their damage or destruction. Lessor shall be obligated to execute any documents and endorse any insurance checks in order to collect any insurance or allow such reconstruction and, upon completion thereof, shall have no further interest in any proceeds from such insurance.

No destruction or damage to any building or improvements by fire, windstorm or other casualty of any kind, character, or nature, shall be deemed to entitle the Lessee to surrender possession of the demised premises or to terminate this lease, or to violate any of its provisions, or to cause any rebate or abatement in rent then due, or thereafter becoming due, under the terms hereof.

16. CONDEMNATION

If title to any portion of the premises be taken for any public or quasi-public use under any statute or by right of eminent domain so that a reasonable amount of reconstruction of the premises so taken will not result in the premises being a practical improvement and reasonably suitable for the Lessee's continued occupancy for the uses and purposes for which such premises are leased, this lease shall terminate with respect to the premises so taken of the date that possession of said premises is taken and without prejudice to the rights of either party to seek compensation from the condemning authority for any loss or damage caused thereby, provided, however, that neither party hereto shall have any rights in or to any award made to the other. In such event, Lessee shall be entitled to a pro rata abatement of rental based upon acreage.

17. DEFAULT OF RENT, ETC.

All covenants and agreements herein made and obligations are to be construed also as conditions and these presents are upon the express condition that if Lessee shall fail to pay when due any one of the aforesaid installments of rent, or should fail to perform or observe any of the covenants, agreements or obligations herein made or assumed by said Lessee and Lessee or CCI shall not remedy same within twenty (20) days after written notice to both Lessee and CCI, which has an interest herein as the Developer of Tellico Village, then and thenceforth, in any of said events, this lease may be terminated without further notice at the option of the Lessor, and said Lessor may immediately or at any time after the breach of any of said covenants, re-enter said premises, or any part thereof in the name of the whole, and repossess

and have the same as of Lessor's former estate and remove therefrom all goods and chattels not thereto properly belonging, and expel said Lessee and all other persons who may be in possession of said premises and that, too, without demand or notice.

18. INSOLVENCY OR BANKRUPTCY OF LESSEE

Lessee agrees that in the event of the insolvency or bankruptcy of the Lessee, or the filing of any petition under the bankruptcy statute voluntarily or involuntarily and whether or not resulting in an adjudication in bankruptcy, or in the event of a partial or general assignment for the benefit of a creditor, at any time thereafter the Lessor shall have the right to terminate this lease upon giving written notice thirty (30) days in advance of termination. In such event, Lessor shall grant to CCI and its successors and assigns, pursuant to its interests herein as the Developer of Tellico Village, the right to assume the Lease Agreement under the same terms and conditions as set forth herein.

19. RIGHT TO MORTGAGE

Neither party shall cause or suffer the lien of any mortgage or deed of trust to be placed upon their respective interests in the leased premises, or upon any building hereafter placed upon the leased premises.

20. SUBLEASING

Lessee covenants that said premises shall be used only for the purpose above mentioned and that Lessee will not assign this lease or sublet said premises or any part thereof, or permit any other person to occupy same, except as provided herein or in the Declaration of Covenants and Restrictions for Tellico Village, Tennessee, without the prior written consent of Lessor, but such written consent will not be unreasonably withheld. If any person, firm or corporation other than Lessee is in possession of the demised premises during the term hereof, except as hereinabove provided, Lessor shall have the option of terminating this lease, or of considering such person, firm or corporation in possession as the assignee of Lessee. In no event shall the subletting or assignment of this lease relieve Lessee of any of the covenants, agreements and obligations imposed upon Lessee in this lease.

21. QUIET POSSESSION

The Lessor hereby covenants that if Lessee shall keep and perform all of the covenants of this lease on the part of Lessee to be performed, Lessor will guarantee the Lessee the quiet, peaceful and uninterrupted possession of the said premises.

22. DELIVERY AT THE END OF LEASE

Upon the expiration of this lease, Lessee shall deliver unto Lessor the possession of the premises, cleared of all persons, goods and things not properly belonging to the same. In the event property owned by Lessee or any other person should have been affixed to the premises, other than fixtures permanently attached or made a part of the premises as otherwise set out herein, Lessee shall have the right to remove same, provided that any damage to the premises

arising as the result of such removal shall be paid by Lessee.

The parties mutually acknowledge and agree that certain of the streets constructed on the leased premises shall be private streets and that certain easements as reflected in the Declaration or to be shown on the record plats of the leased premises are required for utility, drainage and street construction within the Project and that, in the event of the termination of this Lease Agreement, for whatever reason, the Developer and Owners within the Project could be distressed and impaired by the loss of such rights. Accordingly, in further consideration of the execution hereof, Lessor does hereby agree that, in the event of termination hereof, for whatever reason, it shall promptly take any and all appropriate action and execute any and all appropriate instruments necessary to dedicate any and all such streets to the Developer and Owners within the Project (together with such other uses related thereto as provided for in the Declaration incorporated herein) or to the public, as necessary to make same available for ingress and egress, and to dedicate and grant any and all such easements to the Developer and any other appropriate persons or entities as set forth in the Declaration or reflected on any record plat of the Project as necessary to provide utilities, streets or drainageways within the Project, and to permit the continued and future presence of water, sewer, and other utilities within the premises.

23. ATTORNEY FEES

Lessee agrees to pay all costs of collection, including reasonable attorney fees, if all or any part of the rent reserved herein is collected after maturity with the aid of an attorney. Both parties agree to pay all costs and reasonable attorney fees of the other party in the event it becomes necessary for that party to employ an attorney to force the other party to comply with any of the covenants, obligations or conditions imposed by this lease.

24. NOTICES

Any notice to be given in writing by any provision of this lease will be considered as having been properly done if directed through the United States mail, either certified or registered, properly addressed to the party to whom it is directed at such address as shall hereafter be designated by said party in writing to the other party.

25. WAIVER

No waiver by either party of any breach by the other party of any obligations, agreement or covenant hereunder, shall be a waiver of any subsequent breach of the same or of any other obligation, agreement, or covenant; nor shall the other party, requiring the consent or approval of the first party, be deemed to waive or render unnecessary such consent or approval to any subsequent similar act by such other party; nor shall any forebearance by either party to seek a remedy for any breach by the other party be any waiver by such first party of its rights and remedies with respect to such or any subsequent breach.

26. COVENANTS RUN TO HEIRS

It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and

undertakings in this lease contained shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if such were in every case named and expressed.

27. EXHIBITS, RIDERS AND ALTERATIONS

It is expressly understood and agreed that this lease and any riders attached hereto forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor and Lessee relative to the leased premises, and that there are no other promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced in writing and signed by them, and by direct reference therein made a part hereof.

28. SEVERABILITY

Should any clause or provision of this lease be invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this lease to be executed in multiple counterparts, each of which shall be deemed an original as of the date hereinabove written.

ATTEST:

Secretary

TELLICO RESERVOIR DEVELOPMENT AGENCY, LESSOR

BY Bessie Wilkerson
~~President~~ CHAIRMAN

ATTEST:

Secretary

TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC., LESSEE

BY
President

STATE OF Tennessee)
) ss. ACKNOWLEDGMENT
COUNTY OF Monroe)

On this 19 day of September, 1984, personally appeared before me, H. Ross Wilkerson and David I. Black, to me personally known, who, being by me duly sworn, did say that they are the Chairman and Secretary, respectively, of TELLICO RESERVOIR DEVELOPMENT AGENCY, an agency being a public body corporate and politic created under the laws of the State of Tennessee, and that the seal affixed to the foregoing instrument is the corporate seal of said agency and that said instrument was signed, sealed, and delivered in behalf of said agency by authority of ~~its~~ Board of Directors, and the said H. Ross Wilkerson and David I. Black severally acknowledged said instrument to be the free act and deed of said agency.

WITNESS my hand and official seal at Vonore, Tennessee, this the day and year aforesaid.

Mary Lou Francis
Notary Public

My Commission Expires:

August 31, 1988

STATE OF Tennessee)
) ss. ACKNOWLEDGMENT
COUNTY OF Monroe)

On this 19 day of September, 1984, personally appeared before me, John A. Cooper Jr. and Larry W. Garrett, to me personally known, who, being by me duly sworn, did say that they are the _____ President and _____ Secretary, respectively, of TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Tennessee not for profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed, sealed, and delivered in behalf of said corporation, by authority of its Board of Directors, and the said John A. Cooper Jr. and Larry W. Garrett severally acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal at Vonore, Tennessee, this the day and year aforesaid.

Mary Lou Francis
Notary Public

My Commission Expires:

August 31, 1988

ANNOTATED CODE
OF
TENNESSEE
1934

CONTAINING

ALL ACTS OF A GENERAL AND PUBLIC NATURE
IN FORCE JANUARY [redacted] 1934

INCLUDING ALSO

THE STATE AND FEDERAL CONSTITUTIONS
AND RULES OF APPELLATE COURTS

COMPILED AND ANNOTATED BY

SAMUEL C. WILLIAMS LL.D.

FORMER JUSTICE TENNESSEE SUPREME COURT AND CHAIRMAN
TENNESSEE CODE COMMISSION

IN EIGHT VOLUMES

VOLUME IV

1941 REPLACEMENT VOLUME

BY

BEIRNE STEDMAN LL.B.

AUTHOR STEDMAN ON PATENTS; ASSOCIATE EDITOR MICHIE
ON BANKS AND BANKING, MICHIE'S DIGEST OF
TENNESSEE REPORTS, ETC.

THE MICHIE COMPANY, LAW PUBLISHERS
CHARLOTTESVILLE, VA.
1941

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EXHIBIT
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1931, § 7912.
Stat. 1930, § 834.
: 1931, § 1065.
'30, § 61-220.

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that of control of utilities, and municipal charter rights are touched on, if at all, only incidentally and inferentially. Franklin Light &c. Co. v. Southern Cities Power Co., 164 Tenn. (11 Smith) 171, 47 S. W. (2d) 86.

Nature of Commission.

The commission is not a "court" within the meaning of the constitution. In re Cumberland Power Co., 147 Tenn. (20 Thomp.) 504, 249 S. W. 818.

The commission is not a court but an administrative body. McCollum v. Southern Bell Tel. & Tel. Co., 163 Tenn. (10 Smith) 277, 43 S. W. (2d) 390.

Street Railroads Covered.

The provisions of this section extend to street railroads. Memphis v. Enloe, 141 Tenn. (14 Thomp.) 618, 214 S. W. 71.

Effect of Statute on Ordinances.

Municipal ordinances regulating rates were superseded upon resumption by the state of the power to regulate rates. Lewis v. Nashville Gas &c. Co., 162 Tenn. (9 Smith) 268, 40 S. W. (2d) 409.

Local Franchises, Powers of Municipalities.

Municipal corporations are not deprived of the power to grant or refuse local franchises to public utilities. Franklin Light &c. Co. v. Southern Cities Power Co., 164 Tenn. (11 Smith) 171, 47 S. W. (2d) 86.

Limits on Commission's Power.

The commission is without power to require a utility to surrender valuable property rights as a condition to the making and hearing of an application for a certificate. Tennessee Eastern Elec. Co. v. Hannah, 157 Tenn. (4 Smith) 582, 12 S. W. (2d) 372.

After hearing and a determination that a privilege sought is necessary, the commission has no power to withhold a certificate until the public interest is conserved. Tennessee Eastern Elec. Co. v. Hannah, 157 Tenn. (4 Smith) 582, 12 S. W. (2d) 372.

5448. "Public utilities" defined.—The term "public utility" is defined to include every individual, copartnership, association, corporation, or joint stock company, their lessees, trustees, or receivers, appointed by any court whatsoever, that own, operate, manage or control, within the State of Tennessee, any street railway, interurban electric railway, traction company, all other common carriers, express, gas, electric light, heat, power, water, telephone, telegraph, or any other like system, plant or equipment, affected by and dedicated to the public use, under privileges, franchises, licenses, or agreements, granted by the state or by any political subdivision thereof; provided, however, that the term "public utility" as herein defined shall not be construed to include the following (hereinafter called nonutilities): (a) any corporation owned by or any agency or instrumentality of the United States; (b) any county, municipal corporation or other subdivision of the State of Tennessee; (c) any corporation owned by or any agency or instrumentality of the State of Tennessee; (d) any corporation or joint stock company more than fifty per cent of the voting stock or shares of which is owned by the United States, the State of Tennessee or by any nonutility referred to in (a), (b), and (c) hereof; (e) any co-operative organization, association or corporation not organized or doing business for profit; (f) any of the foregoing nonutilities acting jointly or in combination or through a joint agency or instrumentality. (1919, ch. 49, sec. 3; 1935, ch. 42, sec. 1.)

Amendment. The 1935 amendment added the proviso at the end of the section listing non-utilities not included in term "public utilities."

Tennessee has amended this section so as to exclude federal corporations such as the Tennessee Valley Authority from the jurisdiction of the state utilities commission. Tennessee Elec. Power Co. v. Tennessee Valley Authority, 306 U. S. 118, 83 L. ed. 543, 59 S. Ct. 366, 371, wherein it was held that public utilities could not maintain suit to attack constitutionality of Tennessee Valley Authority Act.

Comparative Legislation. Definitions:

Cal. Deering's Gen. Laws 1931, vol. 2, Act 6386, § 2.

Idaho. Code 1932. §§ 59-101—59-129.

Ohio. Page's Gen. Code, §§ 614-2, 614-2a.
Ore. Code 1930, §§ 61-201—61-205.
Utah. Rev. Stat. 1933, § 76-2-1.

Construction of Act.

Under § 5458, it is expressly provided that this act should not be construed as being in derogation of the common law, but should be given a liberal construction favorable to the powers of the commission; and under such construction the commission has original jurisdiction to determine questions of rates applicable to consumers of electric current. Trent v. Tennessee Public Service Co., 171 Tenn. (7 Beeler) 89, 100 S. W. (2d) 660.

Municipalities, exemption.

This section expressly exempts municipalities, and the Railroad and Public Utilities Commission has no jurisdiction over a contract between a city and the T. V. A., which fixes electric rates. Memphis Power & Light Co. v. Memphis, 172 Tenn. (8 Beeler) 346, 112 S. W. (2d) 817.

Public Interest.

A state is without power to fix, by law, prices at which commodities may be sold, services rendered, or property used, unless the business or property involved is affected with a public interest. Williams v. Standard Oil Co., 278 U. S. 235, 73 L. ed. 287, 49 Sup. Ct. 115, affirming, Standard Oil Co. v. Hall, 24 Fed. (2d) 455.

A business or property, in order to be affected with a public interest, must be such or be so employed as to justify the conclusion that it has been devoted to a public use and its use thereby, in effect, granted to the public. Williams v. Standard Oil Co., 278 U. S. 235, 73 L. ed. 287, 49 Sup. Ct. 115, affirming, Standard Oil Co. v. Hall, 24 Fed. (2d) 455.

A business is not affected with a public interest merely because it is large or because the public is warranted in having a feeling of concern in respect of its maintenance. Williams v. Standard Oil Co., 278 U. S. 235, 73 L. ed. 287, 49 Sup. Ct. 115, affirming, Standard Oil Co. v. Hall, 24 Fed. (2d) 455.

Definition.

Public utilities, over which the commission is given jurisdiction, are those operating privileges, franchises, licenses or agreements "heretofore granted, or hereafter to be granted." Tennessee Eastern Elec. Co. v. Hannah, 157 Tenn. (4 Smith) 582, 12 S. W. (2d) 372.

Water Company.

A water company, which by virtue of the provisions of its charter is a public utility, is subject to be regulated under this section, although it has not wholly exercised its powers and privileges and merely maintains water mains through which the municipality furnishes water. Nashville Water Co. v. Dunlap, — Tenn. —, 138 S. W. (2d) 424.

5448.1. Disposition of public utility property authorized.—Any public utility as defined in section 1 [§ 5448] of this act, may, without the approval or consent of the State of Tennessee, or of the railroad and public utilities commission, or any other agency of the State of Tennessee, sell, lease, or otherwise dispose of any of its property, including but without limitation, franchises, rights, facilities, and other assets, and its capital stock, to any of the foregoing nonutilities. (1935, ch. 42, sec. 2.)

5448.2. Provisions severable.—If any section, sentence, clause or provision of this act or any application thereof shall be held invalid, the same shall not affect the validity of any other section, sentence, clause or provision of this act, or of any other application thereof. (1935, ch. 42, sec. 3.)

5448.3. Method for repeal provided.—This act shall continue in force until expressly repealed by the specific provisions of a subsequent enactment. (1935, ch. 42, sec. 4.)

Emergency Clause. Section 5, Acts 1935, ch. 42 declared an emergency. Passed February 13, 1935. Approved February 19, 1935.

5449. Railroads excluded.—However, none of the provisions of this statute following and none of the powers conferred upon the commission shall apply to any railroad, whether operated by an incorporated company or individual, which is operated in this state and which is

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1934

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§§ 4766 - 7182.50

REGULATIONS
POLICE
SANITARY
TRADE AND COMMERCE
PROFESSIONS AND BUSINESSES

1941 REPLACEMENT

Leg. Hist
KFT
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(1941)

THE MICHIE COMPANY

I hereby certify this document to be a true and exact copy of the original document filed in the Tennessee State Library & Archives.

Kayce Butler

Public Services, TSL&A

7-30-25

Date

SA0348

Amendment No. 1

Signature of Sponsor

Time 10:15AM
Clerk MBS
Comm. Amdt. 1

AMEND Senate Bill No. 247 **House Bill No. 166***

by deleting all language after the enacting clause and by substituting instead the following:

SECTION 1. Tennessee Code Annotated, Section 65-4-101, is amended by adding the following language as a new subdivision (9):

(9) "Public utility" does not mean any nonprofit corporation, as defined in 501(c)(4) of the Internal Revenue Code, which owns and operates a wastewater system primarily for the use of the members of the corporation and which has received a written statement of exemption from regulation as a public utility from the Tennessee regulatory authority prior to January 1, 2009.

SECTION 2. Tennessee Code Annotated, Section 65-4-101(6)(E), is amended by deleting the subdivision in its entirety and by substituting instead the following language:

(E) Any cooperative organization not organized or doing business for profit, cooperative association not organized or doing business for profit, or cooperative corporation not organized or doing business for profit. For purposes of this subdivision (6)(E), "cooperative" shall mean only those nonprofit cooperative entities organized under or otherwise subject to § 65-25-201 et seq. ("Rural Electric and Community Services Cooperative Act") or § 65-29-101 et. seq. ("Telephone Cooperative Act").

SECTION 3. This act shall take effect upon becoming law, the public welfare requiring it.

SENATE ADOPTED

MAY 21 2011

CHIEF CLERK

HOUSE CONCURRED

MAY 21 2011

04479746

00645933

Amendment No. C

Signature of Sponsor

Time 1:30pm
Clerk DH
Comm. Amdt. 2

AMEND Senate Bill No. 247 **House Bill No. 166***

by adding the following new section immediately preceding the last section and by renumbering the subsequent section accordingly:

SECTION ___. Tennessee Code Annotated, Section 65-4-101, is amended by adding the following language as a new subdivision (9):

(9) "Public utility" does not mean any nonprofit corporation, as defined in 501(c)(4) of the Internal Revenue Code, which owns and operates a wastewater system primarily for the use of the members of the corporation and which has received a written statement of exemption from regulation as a public utility from the Tennessee regulatory authority prior to January 1, 2009.

ADOPTED

APR 07 2011

Chief Clerk
HOUSE OF REPRESENTATIVES

HA0109

02327189

00488131

Amendment No. 1

Signature of Sponsor

Time 1:05 p
Clerk DH
Comm. Amdt. 1

AMEND Senate Bill No. 247 **House Bill No. 166***

by deleting all language after the enacting clause and by substituting instead the following:

SECTION 1. Tennessee Code Annotated, Section 65-4-101(6)(E), is amended by deleting the subdivision in its entirety and by substituting instead the following language:

(E) Any cooperative organization not organized or doing business for profit, cooperative association not organized or doing business for profit, or cooperative corporation not organized or doing business for profit;

SECTION 2. This act shall take effect upon becoming a law, the public welfare requiring it.

ADOPTED

APR 07 2011

Chief Clerk
HOUSE OF REPRESENTATIVES

HA0110

07678448

00468531

I hereby certify this document to be a true and exact copy of the original document filed in the Tennessee State Library & Archives.

Kayce Butler

Public Services, TSL&A

7-30-25

Date

DECLARATION OF
COVENANTS AND RESTRICTIONS

TELLICO VILLAGE, TENNESSEE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cooper Communities, Inc., a Delaware corporation, hereinafter called "Developer", has acquired certain lands adjacent to Tellico Reservoir and lying in Loudon and Monroe Counties, Tennessee, from the Tellico Reservoir Development Agency, an agency created under the laws of the State of Tennessee and organized and existing pursuant to Act of April 1, 1982, Pub. Ch. No. 679, codified at Section 64-1-701 et. seq. of the Tenn. Code Ann., hereinafter called "TRDA"; and

WHEREAS, Developer has acquired certain agreements for the management of the Tellico Reservoir Shoreline Strip between 805 M.S.L. and 820 M.S.L. adjacent to the lands acquired from TRDA and for the issuance of permits for the construction, operation and maintenance of certain water use facilities thereon from the Tennessee Valley Authority, a corporate agency and instrumentality of the United States organized and existing pursuant to the Tennessee Valley Authority Act of 1933, 48 Stat. 58, as amended, 16 U.S.C. Sections 831-831dd (1976; Supp. V, 1981), hereinafter called "TVA"; and

WHEREAS, Developer, with the encouragement and assistance of TRDA and TVA in order to further the orderly economic development of the Tellico Reservoir project area and increase the public benefit to be derived therefrom, desires to create upon said lands, together with any additions thereto as hereinafter provided, to the extent economically feasible a residential and commercial community with streets, water and sewer utility systems, recreational facilities, greenbelt areas and other common facilities for the use and benefit of said community; and

WHEREAS, Developer desires to provide for the construction of the facilities aforesaid and also desires to provide for the preservation of the values and amenities in said community and for the maintenance of said facilities and, to this end, desires to subject the initial phase of such lands, together with such additional phases as may hereafter be added thereto in accordance herewith, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it necessary and desirable, for the efficient construction of the common facilities and the preservation of the values and amenities in said community, that an agency be created to which should be delegated and assigned certain construction, maintenance and administration rights, duties and obligations with respect to the common facilities, as well as administering and enforcing the covenants and restrictions herein and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has encouraged and participated in the formation of the Tellico Village Property Owners Association, a non-profit corporation organized and existing under and by virtue of the laws of the State of Tennessee, hereinafter called "Association", with its principal office to be located within Tellico Village, Tennessee, for the purpose of exercising the functions aforesaid, which said Association joins in the execution of this instrument for the purpose of indicating its

(For amended restrictions see TB 751 pg. 680) (For amended restrictions see TB 706 page 770) 2-18-04

12-4-88 (For amended restrictions see T999 page 42)

STATE OF TENNESSEE LOUDON COUNTY REGISTER'S OFFICE

(Page 1) THIS INSTRUMENT RECEIVED AT 1:45 O'CLOCK P M. OF THE 16 DAY OF Dec 1985
DULY CERTIFIED AND REGISTERED IN SAID OFFICE IN Trust BOOK NO. 209 PAGE 96
AND NOTED IN BOOK NO. M PAGE 290 STATE TAX PAID $ -
FEE PAID $124.00

PREPARED BY:
COOPER COMMUNITIES, INC.
LEGAL DEPT. P.O. BOX [illegible]
BENTONVILLE, ARK. 72712

ALL-STATE LEGAL®
EXHIBIT
K

agreement to perform the obligations placed upon it by this Declaration, as well as any Supplemental Declarations hereafter placed of record pursuant hereto and whether or not executed by it;

NOW THEREFORE, the Developer declares that the real property described in Section 1 of Article II hereof, and any additions thereto as may hereafter be made pursuant to Section 2 of Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the following terms shall have the following meanings when used in this Declaration, any Supplemental Declaration, any record plat of the lands covered hereby, and any other documents related to the Project:

(1) "Declaration" means this instrument as extended or supplemented from time to time in the manner herein provided.

(2) "Developer" means Cooper Communities, Inc., a Delaware corporation, its successors and assigns.

(3) "Association" means Tellico Village Property Owners Association, Inc., a Tennessee non-profit corporation, its successors and assigns.

(4) "Project" means all real property concurrently herewith or in the future subjected to this Declaration.

(5) "Common Property" means any property, real, personal or mixed, owned or leased by the Association, those areas reflected as such upon any recorded subdivision plat of The Project, and those areas so designated from time to time by the Developer, intended to be devoted to the common use and enjoyment of the Owners.

(6) "Limited Common Property" means those areas reflected as such upon any recorded subdivision plat of The Project and those areas so designated from time to time by the Developer, intended to be devoted to the common use and enjoyment of the owners of specifically designated property.

(7) "Lease Agreement" means that certain lease agreement between the Association and TRDA for certain lands to be used as Common Properties as hereinafter provided.

(8) "Private Streets" shall mean and refer to every way of access for vehicles which is not dedicated to the general public but is designated as either Common Property or Limited Common Property. The fact that a Private Street shall be known by the name of street, road, avenue, way, lane, place or other name shall in nowise cause the particular street to be public in nature despite the fact that streets under general definitions are not private in nature.

(9) "Public Streets" shall mean and refer to all ways of access for vehicles which are dedicated to the general public.

(10) "Utility Easements" shall mean and refer to those areas of land designated for such purposes on any recorded subdivision plat of the Project or as may be provided for in or by this Declaration or any Supplemental Declaration.

(11) "Reserved Properties" shall mean and refer to those areas of land designated as such on any recorded subdivision plat of The Project.

(12) "Lot" shall be the numbered lots or numbered and lettered lots in the numbered blocks as shown on any recorded subdivision plat of The Project.

(13) "Commercial Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of The Project, or as may be so designated by this Declaration or any Supplemental Declaration.

(14) "Residential Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of The Project, or as may be so designated by this Declaration or any Supplemental Declaration.

(15) "CooperShare Lot" shall mean and refer to any Lot so designated upon any recorded subdivision plat of The Project, or as may be so designated by this Declaration or any Supplemental Declaration.

(16) "Living Unit" shall mean and refer to any portion of a building situated upon The Project designed and intended for use and occupancy as a residence by a single family.

(17) "Single Family Detached" shall mean and refer to any building intended for use by a single family and not attached to any other building.

(18) "Single Family Attached" shall mean and refer to any building containing two or more Living Units attached but each Living Unit located on a separate Parcel of Land.

(19) "Multi-family Structure" shall mean and refer to any building containing two or more Living Units located on a single Parcel of Land.

(20) "A Parcel of Land" may be less than a lot, a single lot, more than a lot, several lots, or a plot of land described by a metes and bounds description.

(21) "Member" means all those persons or entities who are members of the Tellico Village Property Owners Association, Inc. as hereinafter provided.

(22) "Owner" means the Developer and any person, firm, corporation, partnership, association or other legal entity, or any combination thereof, owning of record or purchasing from the Developer a fee interest in a Lot, Living Unit or CooperShare, or who has purchased or is purchasing an Associate Membership from the Developer.

(23) "Occupant" means any person or persons in possession of a Unit.

(24) "Household" shall mean those who dwell under the same roof and constitute a family.

(25) "Common Expense" means all expenses incurred by the Association for the construction, maintenance, repair,

replacement, operation, management and administration of the Project and the Common Property, together with any expenses which are the specific responsibility of an individual Owner which are paid by the Association and charged to the responsible Owner as a Personal Charge for reimbursement.

(26) "Assessment" means such amounts as are required by the Association for payment of the Common Expenses and levied against the Owners by the Association in accordance herewith.

(27) "Personal Charge" means any expense or charge of the Association for which a specific Owner is liable.

(28) "Master Plan" means that certain master plan for development of the Project consisting of Volumes I through VII as prepared by Cooper Consultants, Inc. and submitted to TRDA by the Developer at the time of closing of the purchase of the initial lands covered hereby.

(29) "Shoreline Strip" means those certain lands of the Tellico Reservoir owned by TVA and lying between 805 M.S.L. and 820 M.S.L. and adjacent to the Project.

(30) "Shoreline Strip Rules" means those certain rules heretofore agreed to between TVA, TRDA, the Association and the Developer for the management of the Shoreline Strip to effect a reasonable balance between use of the Shoreline Strip by abutting property owners and use by the general public, as recorded in Book 209, Page 75, Register's Office, Loudon County, Tennessee.

(31) "Water Use Facilities Permit" means that certain agreement between TVA, TRDA, the Association and the Developer to provide for the issuance of TVA Section 26a permits for the construction, operation and maintenance by abutting property owners of certain boat dock water use facilities within the Shoreline Strip, as recorded in Book 209, Page 86, Register's Office, Loudon County, Tennessee.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The existing real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located and situated in the County of Loudon, State of Tennessee, to-wit:

Blocks 1-4, Chota Hills Subdivision, Tellico Village, Tennessee, per plat recorded in PLAT CAB. C, SLIDE 1, Register's Office, Loudon County, Tennessee; and

Blocks 5-6, Chota Hills Subdivision, Tellico Village, Tennessee, per plat recorded in PLAT CAB. C, SLIDE 1, Register's Office, Loudon County, Tennessee; and

Blocks 1-4, Toqua Shores Subdivision, Tellico Village, Tennessee, per plat recorded in PLAT CAB. C, SLIDE 2, Register's Office, Loudon County, Tennessee; and

Blocks 5-9, Toqua Shores Subdivision, Tellico Village, Tennessee, per plat recorded in PLAT CAB. C, SLIDE 2, Register's Office, Loudon County, Tennessee; and

Blocks 10-12, Toqua Shores Subdivision, Tellico Village, Tennessee, per plat recorded in PLAT CAB. C, SLIDE 3, Register's Office, Loudon County, Tennessee; and

Blocks 13-16, Toqua Shores Subdivision, Tellico Village, Tennessee, per plat recorded in PLAT CAB. C , SLIDE 3 , Register's Office, Loudon County, Tennessee; and

Blocks 1-5, Toqua Hills Subdivision, Tellico Village, Tennessee, per plat recorded in PLAT CAB. C , SLIDE 4 , Register's Office, Loudon County, Tennessee; and

Blocks 1-4, Toqua Point Subdivision, Tellico Village, Tennessee, per plat recorded in PLAT CAB. C , SLIDE 4 , Register's Office, Loudon County, Tennessee; and

Blocks 5-6, Toqua Point Subdivision, Tellico Village, Tennessee, per plat recorded in PLAT CAB. C , SLIDE 5 , Register's Office, Loudon County, Tennessee; and

Blocks 7-10, Toqua Point Subdivision, Tellico Village, Tennessee, per plat recorded in PLAT CAB. C , SLIDE 5 , Register's Office, Loudon County, Tennessee; and

Blocks 11-16, Toqua Point Subdivision, Tellico Village, Tennessee, per plat recorded in PLAT CAB. C , SLIDE 6 , Register's Office, Loudon County, Tennessee.

Section 2. Additions to Existing Property. Additional lands of the Developer situated in Loudon and Monroe Counties, Tennessee, as well as any other lands hereafter acquired by the Developer, whether or not so situated, may become subject to this Declaration in the following manner:

(A) The Developer, its successors and assigns, shall have the right, but not the obligation, to bring additional properties within the plan of this Declaration in future stages of development regardless of whether said properties are presently owned by the Developer. Any additions to the Project shall be compatible with the the Master Plan which has been prepared and heretofore made public by the Developer. Such proposed additions, if made, shall become subject to Assessments as hereinafter provided. Under no circumstances shall this Declaration or any Supplemental Declaration or such Master Plan bind the Developer, its successors and assigns, to make the proposed additions or in anywise preclude the Developer, its successors and assigns, from conveying the lands included in the Master Plan, but not having been made subject to this Declaration, free and clear of such Master Plan as well as free and clear of this Declaration or any Supplemental Declaration.

(B) The additions authorized hereunder shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the plan of this Declaration to such property, and the Owners, including the Developer, in such additions shall immediately be entitled to all privileges herein provided.

(C) Such Supplemental Declarations, if any, may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such Supplemental Declarations revoke, modify or add to the covenants, conditions and restrictions established by this Declaration or any Supplemental Declaration with respect to the then Existing Property.

Section 3. Limitation on Additions. No one other than the Developer, its successors and assigns, shall have the right to

subject additional lands to this Declaration unless the Developer, its successors and assigns, shall indicate in writing to the Association that such additional lands may be included hereunder.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The following classes of membership in the Association are hereby established subject to the limitations herein set forth:

(A) General Membership: Every person or entity, other than the Developer, Associate Member or CooperShare Member, who is the record owner of a fee interest in or who is purchasing from the Developer a fee or undivided fee interest in a Lot or Living Unit which is subject to being assessed by the Association, even though such Assessment has not yet commenced, shall be a General Member of the Association. General Members shall be entitled to the privileges of Membership.

(B) Associate Membership: In order to provide operating revenue to the Association and enhance utilization of the recreational facilities during the early development of the Project the Developer shall have 1,000 Certificates of Associate Membership in the Association. Such Associate Memberships may be sold by the Developer and shall not require the ownership of a Lot or Living Unit. Any person who owns or is purchasing from the Developer an interest in such Associate Memberships shall be entitled to the privileges of Membership in the Association except as hereinafter provided. At the expiration of fifteen (15) years from the date of recording of the Declaration or upon the completion of five thousand five hundred (5,500) Living Units, whichever is later, the Members other than Associate Members shall, at the next annual meeting of the Membership, vote on the issue of continuing the Associate Memberships. If a majority of the total votes cast favor continuing said Associate Memberships, said Associate Memberships shall continue for a period of five (5) years. At the expiration of said term of years, there shall be another like vote at the annual meeting of Members and a like vote every five (5) years thereafter until, if ever, a majority of the voters elect to terminate said Associate Memberships. Upon such termination, the Association shall be required to promptly purchase any such Associate Memberships which have been sold by the Developer from the then Owners at a price equal to ten percent (10%) of the original purchase price of said Associate Membership from the Developer. Except as to the Developer, Associate Memberships may be owned only by natural persons and are not transferable other than between spouses and shall terminate in the event of the death of both spouses. Such Associate Memberships may also be terminated by the Developer for failure of the purchasing Owner to pay in full the purchase price therefor from the Developer or any other breach of such contract of purchase in accordance with the terms of such contract of purchase or by the mutual cancellation of such contract of purchase by the parties thereto, and by the Association for the failure to pay any assessments or other amounts owed by the Owner therefor to the Association or for any other breach by such Owner of this Declaration which failure to pay or breach shall not be cured within six (6) months after notice to such Owner by the Association. Notwithstanding anything hereinabove to the contrary, upon the termination of an Associate Membership, for any reason whatsoever other than the vote of the Association

Membership as hereinabove provided, the Developer shall have the right, but not the obligation, to create and sell an additional Associate Membership in the place thereof, without payment of any kind by the Developer therefor, so long as the total of the outstanding Associate Memberships does not exceed 1,000 and so long as such Associate Memberships have not been terminated by vote of the Association Membership as hereinabove provided.

(C) CooperShare Membership: A CooperShare Lot or Living Unit is subject to the same assessment obligations and voting rights as any other Lot or Living Unit, and Owners thereof are entitled to the same privileges of Membership in the Association as other Lot or Living Unit Owners except as hereinbelow provided. Every person or entity, other than the Developer, who is the record owner of a fee or undivided fee interest in or who is purchasing from the Developer a fee or undivided fee interest in an interval ownership use period in a CooperShare Lot or Living Unit, which CooperShare Lot or Living Unit is subject to being assessed by the Corporation, even though such assessment has not yet commenced, shall be a CooperShare Member. A CooperShare Member shall be entitled to all privileges of Membership as other Lot or Living Unit Owners except that such shall be limited to that period of time each year consistent with such CooperShare interval ownership period.

(D) Developer Membership: The Developer, its successors and assigns, shall be a Member of the Corporation so long as it shall be the record owner of a fee or undivided fee interest in any Lot, Living Unit or Associate Membership which is subject to being assessed by the Corporation, even though such assessments have not yet commenced, and shall further be a Member until it is paid in full for every such Lot, Living Unit or Associate Membership it shall sell. The Developer, its successors and assigns, shall be entitled to the privileges of a Member for each such Lot, Living Unit or Associate Membership and shall be further entitled to the issuance of Membership guest cards during such Membership to the extent it may deem necessary in its sole discretion to assist in the development and sale of Lots, Living Units and Associate Memberships.

Notwithstanding anything hereinabove to the contrary, these provisions for Membership are not extended to any person or entity other than the Developer who holds such interest merely as security for the performance of an obligation.

Section 2. Voting Rights. All those persons or entities as defined in Section 1 of this Article III, with the exception of Developer, who hold the interest required for Membership by Section 1 of this Article III and have paid the Developer in full for the purchase price of the Lot, Living Unit or Associate Membership shall jointly be entitled to one (1) vote for such Lot, Living Unit or Associate Membership. When more than one person and/or entity holds such interest in a single Lot, Living Unit or Associate Membership, the vote for such Lot, Living Unit or Associate Membership shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any single Lot, Living Unit or Associate Membership.

The Developer shall be entitled to two (2) votes for each Lot, Living Unit or Associate Membership in which it holds the interest required for Membership by Section 1 of this Article III until such time as it shall cease to be a record owner thereof and shall have been paid in full therefor. The Developer shall continue to have the right to cast votes as aforesaid even though it may have contracted to sell the Lot, Living Unit or Associate Membership or may have same under a mortgage or deed of trust.

Notwithstanding anything hereinabove to the contrary, a CooperShare Lot or Living Unit shall entitle the Owners thereof to only one (1) vote where any Owner therein other than the Developer shall be entitled to participate in the voting rights, and, in such event, the Developer shall participate in such vote to the same extent pro rata as other Owners therein entitled to participate in such vote.

For purposes of determining the votes allowed herein when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

Section 3. Easement of Enjoyment Limited. Unless expanded by the Association as provided in Section 4(F) of Article VIII of this Declaration, Members other than the Developer are limited in their easement of enjoyment of the Common Properties to one Household, with the exception of usage of the Private Streets. When more than one Household holds Membership in a single Lot, Living Unit or Associate Membership, the Household entitled to the easement of enjoyment shall be designated in accordance with and subject to the provisions and restrictions set forth therefor in the By-Laws of the Association.

ARTICLE IV

RESERVATION OF EASEMENTS

Section 1. Utility and Drainage Easements. Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable blanket easement, privilege and right, but not the obligation, on, in, over and under the lands as hereinafter designated of the Project to install, maintain and use electric, antenna television and telephone transmission and distribution systems, poles, wires, cables and conduits, water mains, water lines, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes, or for the installation, maintenance, transmission and use of electricity, cable television systems, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Property, Limited Common Property and the Shoreline Strip, and on, in, over and under all of the easements, including, but not limited to, private and public streets, in place or shown on any subdivision plat of the Project, whether such easements are for drainage, utilities or other purposes, and on, in, over and under a 7½ foot strip along the interior of all lot lines of each Lot in the Project, said 7½ foot strip aforesaid to be parallel to the interior lot lines of the respective Lots. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to herein with the understanding, however, that the Developer will make such utility easements available to the Association for the purpose of installation of water lines and other water installations and sewer lines and other sewer installations and, in addition, will also make such utility easements available to the Association for any other utilities which the Developer and Association shall agree upon, and for which the Association shall have assumed the responsibility for obtaining additional easements in order that utilities other than sewer and water may be installed. Such utility easements shall be made available to the Association without cost to it. The Association and Owners other than the Developer shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, in, over

or under the property which is subject to said privileges, rights and easements, except that the Association shall own all pipes, mains, lines and other equipment or facilities which pertain to the water system and the sewer system installed as Common Properties. All such easements, including those designated on any plat of the Project, not made available to the Association are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns. Within these aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements, or which may obstruct or retard the flow of water through drainage channels within the easements.

Section 2. Easements for Streets. Developer, for itself and its successors and assigns, hereby reserves a perpetual, alienable and releasable blanket easement, privilege and right, but not the obligation, in, upon, over and across the Common Properties, Limited Common Properties and the Shoreline Strip for purposes of constructing and maintaining such roads, streets or highways as it shall determine to be necessary or desirable in its sole discretion, including such cuts, grading, leveling, filling, draining, paving, bridges, culverts, ramps and any and all other actions or installations which it deems necessary or desirable for such roads, streets or highways to be sufficient for all purposes of transportation and travel. The width and location of the right of way for such roads, streets or highways shall be within the sole discretion of Developer, its successors and assigns, provided, however, that the Developer, its successors and assigns, will use their best efforts consistent with their purposes to lessen any damage or inconvenience to improvements which have theretofore been located upon the property. Developer, its successors and assigns, further reserves the unrestricted and sole right and power of designating such roads, streets or highways as public or private and of alienating and releasing the privileges, easements and rights reserved herein.

Section 3. Others. All other easements and reservations as reflected on or in the notes of the recorded subdivision plats of lands within the Project or hereafter granted of record by the Association, in its sole discretion, as to the Common Property, shall be binding upon each Owner and his Lot or Living Unit to the same extent as if set forth herein.

ARTICLE V

RESERVED PROPERTIES

Section 1. Reserved Properties. Any area upon a recorded plat under this Declaration or any Supplemental Declaration, if any, designated as "Reserved Properties" shall remain the sole and exclusive property of the Developer, its successors and assigns, and neither this Declaration or any Supplemental Declaration or the plats in connection with same shall in anywise apply to such "Reserved Properties" unless at a later time same shall be included thereunder as provided in Article II hereof.

Section 2. Utilities Reserved. It is contemplated that utilities for the Project other than the water distribution system and sewer distribution system shall be furnished by companies so engaged in the vicinity of the Project. The Developer has and retains the exclusive right to negotiate contracts and agreements with such companies, under such conditions and for such considerations as it shall deem proper under the

circumstances. The utilities referred to shall include, but not be limited to, natural, liquified or manufactured gas systems, electrical systems, sanitation service, telephone systems, and antenna television transmission and distribution facilities.

In the event the Developer cannot negotiate contracts and agreements with local companies to furnish the utility services aforesaid, it may, but shall not be obligated, to organize a company or companies to furnish such utility services and shall have the right to enter into agreements therewith to furnish utility services, even though such companies so organized shall be wholly or partially owned by the Developer. Nothing herein contained shall be construed or interpreted as an obligation on the part of the Developer to provide the utilities reserved.

The Developer shall have the right, but not the obligation, to delegate to the Association the right to enter into contracts with utility companies to furnish certain or all of the utility services aforesaid. In the event of such delegation, the Association shall have the right to so contract and to expend funds of the Association therefor as a Common Expense in order to secure necessary or desirable utility services whether named hereinabove or not.

ARTICLE VI

PLAN FOR CONSTRUCTION AND MAINTENANCE OF COMMON PROPERTIES

Section 1. Water and Sewer System. It is contemplated that the water system distribution infrastructure and sewer system collection infrastructure serving the Project and the water distribution system and sewer collection system within the Project shall be constructed by the Developer but will be a part of the Common Properties. The Developer shall be the sole judge as to the time when the water system and sewer system shall be constructed and shall also be the sole judge as to when such system shall be extended from time to time. In the event the Developer shall decide it is not economically feasible to extend the water system or the sewer system to areas other than single family lots registered with the Interstate Land Sales Registration Division, Department of Housing and Urban Development pursuant to the Interstate Land Sales Full Disclosure Act, it shall not be obligated to do so. The cost of the acquisition of treated water and sewer treatment from third party sources, construction of water storage facilities and booster chlorinators as needed, maintenance, capital improvements, operation, taxes and other expenses incident to the water system and sewer system and operation of same, shall be paid from Assessments as herein provided and from charges made to Owners for furnishing such services at such prices as shall be fixed from time to time by the Board of Directors of the Association. The Association, through its designated agents or employees, shall have the right to enter upon any Lot or other Parcel of Land to perform the required operation and maintenance to the pumped effluent sewer system and shall further have the right, but not the obligation, to perform any or all service, repair, replacement or routine inspections in connection with the on site residential pressure sewer systems and appurtenances thereto and to make a Personal Charge to the Owner for the costs thereof. It is specifically provided that neither the water service nor sewer service will be furnished to the public for compensation and, to the contrary, such services will be limited to Owners, as herein defined, and in the event the services are made available to

persons or entities other than Owners, there will be no charge to such persons or entities unless the Association shall have complied with the applicable Tennessee law relative to the sale thereof to the public for compensation.

Section 2. Private Streets. It is contemplated that the streets shall be constructed by the Developer and that those streets which are not dedicated to the general public will be private streets and a part of the Common Properties. However, the Developer shall be the sole judge as to when such streets, whether dedicated to the public or as Common Properties, shall be constructed and extended from time to time. The Developer shall also be the sole judge as to the extent the streets will be improved although it is anticipated that same will be constructed and paved in any subdivision of the Project within 24 months after completion of the utility systems in such subdivision. In the event the Developer shall decide it is not economically feasible to extend improved streets to areas other than single family lots registered with the Interstate Land Sales Registration Division, Department of Housing and Urban Development pursuant to the Interstate Land Sales Full Disclosure Act, it shall not be obligated to do so. Upon completion of construction, the cost of maintenance, capital improvements, operation, taxes and other expenses incident to the streets, regardless of whether dedicated to the public or as Common Properties, shall be paid from Assessments as herein provided.

Section 3. Recreational Facilities. It is contemplated that the Developer shall construct as Common Properties certain initial recreational facilities consisting of one 18-hole championship golf course, one golf clubhouse, one recreation center including swimming and tennis, and one yacht and country club facility. The Developer shall have the right, but not the obligation, to construct such other recreational facilities as Common Properties in later phases of development as it shall in its sole discretion decide. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to these Common Properties shall be the obligation of the Association and shall be paid from Assessments as herein provided and also from any fees for the use of the Common Properties. The Developer shall be the sole judge as to the time when such recreational facilities shall be constructed and if the Developer shall decide that it is not economically feasible to construct such additional recreational facilities if any, due to the failure to sell sufficient Lots, Living Units and Associate Memberships, it shall not be obligated to construct same.

ARTICLE VII

PLAN FOR CONSTRUCTION AND MAINTENANCE OF LIMITED COMMON PROPERTIES

Section 1. Construction and Maintenance. The Developer shall construct as Limited Common Properties such streets, public or private, utility systems, recreational facilities and other facilities as it shall in its sole discretion decide. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to those Limited Common Properties shall be the obligation of the owners of the Lots or Living Units entitled to the use and enjoyment of the particular Limited Common Properties. In order to perform such obligations, the Owners of the Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Properties may organize a

non-profit corporation to be limited to membership to those Owners of Lots and Living Units entitled to the use and enjoyment of the particular Limited Common Properties and the non-profit corporation shall have all of the powers, including the power to levy assessments against particular Lots and Living Units in order to obtain funds, as the Association has which are referred to in this Declaration.

Section 2. Failure to Administer. Upon the failure of the owners of the property entitled to the use and enjoyment of the particular Limited Common Properties to provide for the maintenance, capital improvements, operation, taxes and other expenses incident to the Limited Common Properties, the Association may perform same and apportion the charge against the Lots and Living Units entitled to the benefit of the particular Limited Common Properties and same shall constitute a lien against such property subject only to the lien by reason of a first mortgage or deed of trust against such property.

ARTICLE VIII

PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1. Association Powers and Duties. The operating entity for the Common Properties within the Project shall be the Association. The Association shall have all powers and duties set forth therefor in this Declaration, its Articles of Incorporation and By-Laws, applicable laws, statutes, ordinances and governmental rules and regulations, and all other lawful powers and duties deemed by its Board of Directors as advisable or necessary to carry out its functions. Every Owner, however acquired, shall be bound by this Declaration, the Association Articles of Incorporation, By-Laws and Rules and Regulations, and the above set forth laws, statutes, ordinances and governmental rules and regulations.

Section 2. Interest of the Association. All property acquired by the Association, whether real, personal or mixed, whether owned or leased, shall be held, utilized and disposed of by the Association as Common Property for the use and benefit of the Owners within the Project. Except as otherwise specifically provided in this Declaration, any expense of the Association for acquisition, ownership, leasing, administration, maintenance, operation, repair or replacement of the Common Properties shall be treated as and paid for as part of the Common Expense of the Association.

Section 3. Title to Common Properties. The water system distribution infrastructure and sewer system collection infrastructure serving the Project and the water distribution system and sewer collection system within the Project constructed by the Developer as a part of the Common Properties shall be owned by the Association and transferred by the Developer to the Association as the same is completed. The Association shall lease all or a substantial portion of the other Common Properties, including but not limited to lands, streets and recreational facilities, pursuant to and as set forth in that certain Lease Agreement between the Association and TRDA. The lands described in said Lease Agreement are currently owned by the Developer and it is contemplated that the Developer shall, within a reasonable time after the completion of construction of any improvements which the Developer intends to locate thereon, cause such land to be conveyed to TRDA for lease to the Association, free from any encumbrances or liens, pursuant to the

provisions of said Lease Agreement. The Developer shall be the sole judge as to the time when the aforesaid improvements, if any, shall be constructed or provided and as to when, if ever, such lands will be so conveyed. The Developer shall have the right, but not the obligation, to provide additional lands and improvements to the Association as Common Properties not contained within said Lease Agreement and to cause same to be conveyed or transferred to the Association as and when it shall in its sole discretion decide. The Association may acquire additional lands and improvements as Common Properties at its own instance, from the Developer or otherwise.

Section 4. Members Easement of Enjoyment. Every Member of the Association, so long as such Membership shall continue, shall have a right and easement of enjoyment in and to the Common Properties. Such easements of enjoyment shall, however, be subject to the provisions and limitations thereon as set forth in this Declaration or any Supplemental Declaration, including, but not limited to, the following:

(A) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of constructing, maintaining and improving the Common Properties and in aid thereof to mortgage said property or use any leasehold interest therein as security therefor, provided the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder until there shall be a default under said mortgage; and

(B) the right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure; and

(C) the right of the Association to suspend the enjoyment rights of any Member other than the Developer as provided in this Declaration; and

(D) the right of the Association to charge reasonable admission and other fees for the use, service and enjoyment of any recreational facility or other improvements situated upon the Common Properties; and

(E) the right of the Association to make the golf course and other recreational facilities available by lease, or otherwise, subject to sub-paragraph (G) hereof, to another Association, which shall be a non-profit corporation, with the right of the other Association to charge dues to Members and to permit persons who are not Members to become members of the other Association for a membership payment and also for payment of dues, and with the understanding the other Association shall have the right to make rules and regulations which shall be enforceable as to Members; and

(F) except as to the Developer, Membership in the Association shall entitle only one Household to the benefit of the easement of enjoyment as to the Common Properties, provided, however, the Association may enlarge the limitation aforesaid by a majority vote of its Board of Directors and, further provided, this limitation shall not apply to Private Streets; and

(G) the right of the Developer, so long as any Lot, Living Unit or Associate Membership is being held by the Developer for sale in the ordinary course of business, to use such portions of the Common Properties as the Developer shall determine in its sole discretion for the purpose of aiding in such sales, including the right to freely determine its sales tour route through the Project even though traffic is increased in a specific area thereby and to use portions of the Common Properties for parking for prospective purchasers and such other parties as the Developer determines. Notwithstanding any provisions of this Declaration to the contrary, the Developer shall further have the right to use any Living Unit owned by it for Model Home purposes in the furtherance of its sales program. The foregoing rights shall include the right to display and erect signs, billboards and placards and to store, keep and exhibit same and to exhibit and distribute audio and visual promotional materials upon the Common Properties or in Model Homes; and

(H) the right of Members to the exclusive use of parking spaces as provided in Section 6 hereof; and

(I) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument is signed by Members entitled to cast a majority of all votes, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance thereof.

Section 5. Guests and Delegation of Easement of Enjoyment. The Association shall, upon the request of an Owner, issue temporary guest cards for the use of the Common Properties of the Association by guests and invitees of such Owners, provided, however, such temporary guest cards shall be limited to periods not in excess of thirty (30) days and, except as to Developer guests, shall be subject to such other reasonable limitations and rules and regulations as provided therefor by the Association. Notwithstanding anything herein to the contrary, the easement of enjoyment of an Owner of a Living Unit may be transferred to a tenant or lessee who shall occupy such Living Unit of such Owner under a written lease agreement for a term of not less than six (6) months, provided (1) that a copy of such lease agreement is provided to the Association, (2) the Owner shall remain jointly and severally liable with the lessee for any breach of the duties and responsibilities of an Owner under this Declaration, (3) during the period of such lease delegation, the lessee shall have such easement of enjoyment in lieu of the Owner, and (4) such delegation shall be otherwise subject to such reasonable rules and regulations as the Board of Directors of the Association shall from time to time determine.

Section 6. Parking Rights. Subject to reasonable rules and conditions, the Association shall maintain and designate at least one parking space conveniently located with respect to each Living Unit for which the Developer may request same and such parking space shall be for the exclusive use of Members residing therein, their families and guests. The use of such space by any

other Member or person may be prohibited and/or enjoined by the Association or the Members entitled thereto. The right of the exclusive use of such parking space and to its maintenance and designation by the Association shall be appurtenant to and shall pass with title to each such Living Unit.

Section 7. Access to Private Streets. Each Owner shall have a right of ingress and egress and passage over all Private Streets which are Common Properties for himself, members of his Household, and his guests and invitees, subject to such limitations (except such limitations shall not apply to Developer) as the Association may impose from time to time as to guests and invitees. Such right in the Private Streets shall be appurtenant to and shall pass with the title and equity to every Lot, Living Unit and Associate Membership. All Private Streets shall further be subject to a right-of-way for the agents, employees and officers of Loudon County (and other counties when applicable), State of Tennessee, and any other governmental or quasi-governmental agency having jurisdiction in Tellico Village to permit the performance of their duties, including, but not limited to, school buses, mail vehicles, emergency vehicles and law enforcement vehicles. Section 3 of this ARTICLE VIII shall in nowise apply to the rights conferred by this Section.

ARTICLE IX

PROPERTY RIGHTS IN LIMITED COMMON PROPERTIES

Section 1. Owners' Easement of Enjoyment. Lands so designated from time to time by the Developer shall be devoted to the common use and enjoyment of the Owners of specifically designated Lots and Living Units to the exclusion of the common use and enjoyment of other Owners. The Owners of the specifically designated Lots or Living Units, subject to ARTICLE IV hereof, shall have a right and easement of enjoyment in and to the particular Limited Common Properties and such easement shall be appurtenant to and shall pass with every such specifically designated Lot or Living Unit.

Section 2. Title to Limited Common Properties. The Developer may retain the legal title to the Limited Common Properties until the Owners of Lots and Living Units entitled to the easement of enjoyment as to the particular Limited Common Properties shall have constructed the permanent improvements thereon and provided for maintenance of same. At such time, the Developer shall convey the title to the particular Limited Common Properties to such entity as the Owners shall direct, and on failure of the Owners to perform or direct the conveyance of the title as to the particular Limited Common Properties, then the Developer shall convey to the Association, and it shall perform as provided in Section 2 of ARTICLE VII hereof.

ARTICLE X

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien. The Developer subject to the provisions hereinafter set forth, for each Lot, Living Unit and Associate Membership owned by it within the Project, hereby covenants and each Owner of a Lot, Living Unit, or Associate Membership, other than the Developer, by acceptance of a deed or certificate therefor or by entering into a contract of purchase with the Developer therefor, whether or not it shall be so expressed in any such deed, certificate, contract of purchase or

other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments, and (2) Special Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof, including a reasonable attorneys fee, as hereinafter provided, shall be a continuing charge and lien upon the Lot, Living Unit and Associate Membership against which each such Assessment is made. Each such Assessment, together with such interest, costs and reasonable attorneys fees, shall also be the personal obligation of the Owners of such property at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied hereunder by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and in particular for the construction, leasing, improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the improvements situated thereupon, including, but not limited to, the water system and sewer system, taxes and insurance on the Common Properties, maintenance, repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of Assessments levied hereunder for maintenance of streets within the Project, even though same may have been dedicated to the public.

Section 3. Basis and Maximum Annual Assessment. Until January 1 of the year immediately following the date of this Declaration, the maximum Annual Assessment shall be Three Hundred Dollars ($300.00) per Lot, Living Unit or Associate Membership, provided, however, such Annual Assessment as to Commercial Lots shall be one such assessment for each business establishment located thereon as determined by the existence of separate water meters therefor. From and after January 1 of the year immediately following the date of this Declaration, the Annual Assessment aforesaid may be increased each year above the Annual Assessment for the previous year by majority vote of the Board of Directors of the Association and without a vote of the Membership, provided, however, that such increase shall not in any one year exceed the greater of five percent (5%) or increases in the Consumer Price Index for the twelve (12) month period ending June 30 of the preceding year using the "All Urban Consumer, U.S. City Average" for "General Summary, All Items" as promulgated by the Bureau of Labor Statistics of the U. S. Department of Labor or, if such is not available, any other reliable governmental or other non-partisan publication evaluating similar information. Unless the Annual Assessments shall be increased as aforesaid, they shall remain at the rate prevailing for the previous year. From and after January 1 of the year immediately following the date of this Declaration, the Annual Assessment may be changed prospectively from the amounts hereinabove set forth in any year, without limitation on the amount of such change, by a majority vote of Members voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors of the Association may at any time after consideration of current income and expense and the future income requirements of the Association, within its discretion, fix the Annual Assessment at an amount less than the amounts aforesaid.

Section 4. Special Assessments. In addition to the Annual Assessments, the Association may levy in any assessment year a

Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the water system, sewer system and streets within the Project, even though such streets may have been dedicated to the public, and also any desired repair, replacement or improvement of facilities of the Association and/or the construction, of any capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of Members voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action of Members Authorized Under Sections 3 and 4. Written notice of any meeting of the Membership called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast a majority of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 6. Date of Commencement of Assessments and Application thereof to Lots, Living Units and Associate Memberships. Annual Assessments shall commence and become due and payable as to each Lot, Living Unit and Associate Membership on the date fixed by the Board of Directors of the Association for commencement, provided, however, no Assessments shall be applicable to or payable with respect to any Lot, Living Unit or Associate Membership until the first day of the second month following the execution of a contract of sale by the Developer with respect to such Lot, Living Unit or Associate Membership and, further provided, no Assessment shall commence upon a Lot, Living Unit or Associate Membership where such contract of purchase is terminated by reason of a failure of downpayment or recission thereof pursuant to any right granted by any public and/or governmental authority or agency. Each initial Annual Assessment on a Lot, Living Unit or Associate Membership shall be prorated according to the number of months remaining in that calendar year. Written notice of Assessments shall not be required. The due date of any Special Assessment shall be fixed in the resolution authorizing such Assessment and may also be payable monthly within the discretion of the Board of Directors. The Association shall, upon demand and for which a reasonable charge may be imposed, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot, Living Unit or Associate Membership have been paid, which certificate shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

Section 7. Non-Payment of Assessments. If any Assessments are not paid on the date when due, then such Assessments shall become delinquent and the Association shall have the right to declare the Assessments for the entire year due and payable, together with such interest thereon and costs of collection thereof as hereinafter provided. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and both actions shall be cumulative and neither shall preclude the other. No Owner may waive or otherwise escape liability for the Assessments by non-use of the Common Properties or abandonment.

If Assessments have become delinquent, such Assessments shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner to pay such Assessments shall remain his personal obligation and shall not pass to successors in title unless expressly assumed by them. Such delinquent Assessments shall bear interest from the date of delinquency at any lawful rate as determined from time to time by the Board of Directors of the Association or, if not so determined, the rate of 10% per annum. In the event a judgment is obtained, such judgment shall include interest on the Assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 8. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust now or hereafter placed upon the properties subject to Assessment. While an ordinary sale or transfer shall not affect the Assessment lien, any sale or transfer which is subject to any first mortgage or deed of trust pursuant to a decree of foreclosure or proceeding in lieu of foreclosure shall extinguish the lien of such Assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve such property from liability for any Assessments thereafter becoming due or from the subsequent lien thereof except with respect to any future such decree of foreclosure or proceeding in lieu of foreclosure.

Section 9. Exempt Property. The following property subject to the Declaration shall be exempt from the Assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Properties; (c) the Limited Common Properties; (d) utilities; (e) utility easements and all other easements; (f) any Reserved Properties; and (g) any Lot, Living Unit or Associate Membership owned or held by the Developer prior to the initial sale or contract to sell by the Developer and excluding and exempting any such Lot, Living Unit or Associate Membership sold or contracted to be sold by the Developer which does not remain effective by reason of failure of downpayment or recission pursuant to any right granted or created by any public and/or governmental agency or authority.

Section 10. Delegation of Collection of Assessment. The Association may delegate the collection of the Assessments herein provided to the Developer, its successors and assigns to be accomplished at the expense of the Association. Due to the common interest of the Developer and the Association, the failure on the part of an Owner to pay an Assessment as herein provided shall be a reason or ground for which the Developer may rescind a contract of sale as to a Lot, Living Unit or Associate Membership.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE

Except as to original construction by the Developer, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Project or the Shoreline Strip, nor shall any exterior addition, change or alteration be made thereto, until and unless the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography and compliance with this Declaration

and the Protective Covenants contained herein by the Architectural Control Committee of the Association. The Committee shall make such determinations by majority vote and the determination of the individual committee members shall be upon the exercise of the sole and absolute discretion of such member. Such Committee shall be composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been properly submitted to it in accordance with reasonable rules and regulations which may be adopted thereby, approval will not be required and this provision will be deemed to have been fully complied with, except to the extent such construction is in violation of the Protective Covenants, Shoreline Strip Rules or Water Use Facilities Permit. The Architectural Control Committee shall have the right to set reasonable charges and fees within their discretion necessary to offset expenses incurred by them in connection with the performance of their duties hereunder and the failure to pay same shall be grounds for withholding approval hereunder. The Architectural Control Committee, through its members or duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any Lot, Living Unit or the Shoreline Strip area at reasonable hours for the purpose of the performance of its functions hereunder.

ARTICLE XII

EXTERIOR MAINTENANCE

Section 1. Failure to Maintain by Owner. In the event the Owner of any Lot or Living Unit shall fail to properly provide for exterior maintenance thereof, the Association may, but shall not be obligated to, provide such exterior maintenance as follows: cut, trim, care for and maintain trees, shrubs and grass, or repair, replace and care for walks, roofs, gutters, downspouts, exterior building surfaces, windows, fascia, doors, decks and other exterior improvements, including repainting or staining as needed.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed by the Association against the Lot or Living Unit upon which such maintenance is done and shall be added to and become a part of the Annual Assessment to which such Lot or Living Unit is subject as a Personal Charge and, as a part of such Annual Assessment, it shall be a lien upon said Lot or Living Unit until paid, subject, however, to any prior lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided herein for Assessments.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article XII, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Sunday.

ARTICLE XIII

OWNER LIABILITY

Any violations of this Declaration, any Supplemental Declaration, the Association Articles of Incorporation, By-Laws and

Rules and Regulations, or any laws, statutes, ordinances, or governmental authority rules and regulations by a family member, guest, lessee, licensee or invitee of any Owner other than the Developer shall be the responsibility of that Owner and all enforcement rights or penalties therefor shall be applicable to said Owner, except as specifically provided to the contrary in such documents or laws, statutes, ordinances, or governmental authority rules and regulations.

In the event an Owner violates or threatens to violate any of the provisions hereof, the Association shall have the right to proceed in any appropriate Court for an injunction to seek compliance. In lieu thereof, or in addition thereto, the Association shall have the right to levy a Personal Charge, enforceable in the same manner as Assessments, against the Owner and his Lot, Living Unit or Associate Membership for such sums as are necessary to enjoin any violation or to remove any unauthorized addition or alteration and to restore the affected property to good condition and repair.

ARTICLE XIV

SUSPENSION OF VOTING RIGHTS AND EASEMENT OF ENJOYMENT

Section 1. Regular Suspension. Should an Owner other than the Developer become delinquent in the payment of any Assessment or Personal Charge or violate any other provision of this Declaration, and Supplemental Declaration, or the Association Articles of Incorporation, By-Laws or Rules and Regulations, the Association may deny such Owner enjoyment of the Common Properties until such time as any such delinquent Assessments or Personal Charges and any interest due thereon are paid and any such violations are ceased and any penalties therefor are satisfied.

Section 2. Penalty Suspension. The Association shall further have the right in its sole discretion to impose as a Penalty Suspension for any such violations the suspension of such Owners easement of enjoyment for a period not to exceed thirty (30) days for any one violation or occurrence. An Owner must be given such notice and opportunity as is reasonable under the circumstances to refute or explain in person or in writing the charges against him by the Association before any decision of the Association to impose any such Penalty Suspension is enforced.

Section 3. General. Any suspension of rights under these provisions shall not be used as a basis for any reduction of Assessments or other charges payable by such Owner.

ARTICLE XV

PROTECTIVE COVENANTS

Attached hereto as "Exhibit 1" and made a part hereof as fully as though contained herein word for word are the Protective Covenants relative to The Project as well as any other lands which may be added as provided in Article II hereof. Every provision of this Declaration shall apply as fully as to the Protective Covenants as if same were set forth herein word for word.

ARTICLE XVI

SHORELINE STRIP RULES

AND WATER USE FACILITIES PERMIT

Section 1. Ownership and Use of Shoreline Strip. Ownership of the Shoreline Strip remains in TVA, the operating entity of Tellico Reservoir, which attempts to administer the area in such manner as to effect a reasonable balance between the right of the general public to use the Tellico Reservoir and its shorelands and the right of use and peaceful enjoyment by the owners of abutting lands. TVA, TRDA, the Association and the Developer have heretofore entered into an agreement for implementation of the Shoreline Strip Rules and the Water Use Facilities Permit to establish operating guidelines for the management of the Shoreline Strip in order to provide access to Tellico Reservoir by Owners in the Project and to provide for the construction of water use facilities by abutting property owners consistent with the rights of use by the general public. All usages of the Shoreline Strip shall be subject to such Shoreline Strip Rules and Water Use Facilities Permit.

Section 2. Designation and Transfer of Water Use Facilities Permits. As development of the Project proceeds, the Developer will divide and designate the Shoreline Strip into Common Shoreline Strips for the mutual use and enjoyment of all Owners, Limited Common Shoreline Strips for the mutual use and enjoyment of the Owners of the Limited Common Properties, Joint Shoreline Strips for the mutual use and enjoyment of the several Owners adjacent thereto, Individual Shoreline Strips for the exclusive use and enjoyment of the Owner adjacent thereto, and as Commercial Shoreline Strips for the use and enjoyment of the Owners of the Commercial Lots. Such designations will be made upon the record plats of lands within the Project lying adjacent to such Shoreline Strip. The Developer shall also, at the time of such designation, assign its rights under said Water Use Facilities Permit to the Association for the Common Shoreline Strips and to the affected Owners for the Joint, Individual and Commercial Shoreline Strips, which rights shall thereafter be appurtenant to and shall pass with the title to such specifically designated Lots, Living Units or other Parcels of Land.

Section 3. Administration and Enforcement. TVA and TRDA have retained certain rights with regard to the administration and enforcement of the Shoreline Strip Rules and Water Use Facilities Permit as set forth therein, specifically including, but not limited to, the requirement of certain permits from TVA and other agencies for usage of the Shoreline Strip. Additionally, the Shoreline Strip Rules and the Water Use Facilities Permit require the Architectural Control Committee of the Association to administer the issuance of site specific building permits under the provisions of this Declaration, the Shoreline Strip Rules and Water Use Facilities Permit for the construction, operation and maintenance of water use facilities within the Shoreline Strip. The Association further has the right of enforcement of the provisions of the Shoreline Strip Rules and the Water Use Facilities Permit as set out therein and in this Declaration.

Section 4. Association Jurisdiction. The rights, duties and obligations of the Association as set forth in the Shoreline Strip Rules and Water Use Facilities Permit are hereby subjected to the provisions of this Declaration, whether or not therein expressed. The Association and its Architectural Control Committee shall have all rights, duties and obligations with

respect to such Shoreline Strip, Shoreline Strip Rules and the Water Use Facilities Permit as it has with respect to any other lands of the Project as set forth in this Declaration and shall have the right to proceed against any Owner in violation thereof in the same manner.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 26 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then Owners having two-thirds of the total number of qualified votes in the Association has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken.

Section 2. Invalidity. If any of the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation or By-Laws of the Association, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of such instruments and the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

Section 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Genders and Plurals. Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural, and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project.

Section 5. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text.

Section 6. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction herein, either to restrain violation or to recover damages against the party in violation, and/or against the land to enforce any lien created by these covenants. Failure by the Association, the Developer or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Assignment, Transfer or Conveyance by Developer. The Developer reserves and shall have the right to assign, transfer or convey any reservations, rights or obligations of the Developer hereunder, and upon such assignment, transfer or conveyance the Developer shall immediately be released and discharged as to any and all liability incident to such reservations, right or obligation.

Section 8. Applicability. All provisions set forth herein shall extend to and be binding on the respective legal representatives, heirs, successors and assigns of all parties mentioned herein where consistent with the context hereof.

IN WITNESS WHEREOF, the Developer, joined by the Association for purposes of indicating its agreement hereto, have caused this instrument to be executed by their duly authorized corporate officers and their seals affixed as of this 16th day of December, 19 85.

ATTEST:

Secretary

COOPER COMMUNITIES, INC.,
DEVELOPER

President

ATTEST:

Secretary

TELLICO VILLAGE PROPERTY OWNERS
ASSOCIATION, INC., ASSOCIATION

President

STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF BENTON)

On this 16th day of December, 1985, personally appeared before me, John A. Cooper, Jr. and Larry W. Garrett, to me personally known, who, being by me duly sworn, did say that they are the _____ President and _____ Secretary, respectively, of COOPER COMMUNITIES, INC., a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed, sealed, and delivered in behalf of said corporation, by authority of its Board of Directors, and the said John A. Cooper, Jr. and Larry W. Garrett severally acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal at Bentonville, Arkansas, this the day and year aforesaid.

Rebecca Mahurin
Notary Public

My Commission Expires:

OFFICIAL SEAL
REBECCA MAHURIN
NOTARY PUBLIC-ARKANSAS
BENTON COUNTY
My Commission Expires July 13, 1991

STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF BENTON)

On this 16th day of December, 1985, personally appeared before me, John A. Cooper, Jr. and Larry W. Garrett, to me personally known, who, being by me duly sworn, did say that they are the _____ President and _____ Secretary, respectively, of TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Tennessee not for profit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed, sealed, and delivered in behalf of said corporation, by authority of its Board of Directors, and the said John A. Cooper, Jr. and Larry W. Garrett severally acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal at Bentonville, Arkansas, this the day and year aforesaid.

Rebecca Mahurin
Notary Public

My Commission Expires:

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NOTARY PUBLIC-ARKANSAS
BENTON COUNTY
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PROTECTIVE COVENANTS

EXHIBIT 1 TO THE DECLARATION

1. APPLICATION. These Protective Covenants shall apply to all of the Existing Properties. Same shall also apply to additions to Existing Properties unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration. In the event of conflict between these Protective Covenants and the Declaration, the Declaration shall prevail.

2. ARCHITECTURAL CONTROL COMMITTEE. When the Architectural Control Committee, hereinafter referred to as the A.C.C., is mentioned in these Protective Covenants, it shall mean the Architectural Control Committee of the Association as more particularly described in Article XI of the Declaration. Except as to original construction by the Developer, A.C.C. permits shall be required for any construction activity within the Project as set forth in Article XI of the Declaration and within the Shoreline Strip as set forth in Article XVI of the Declaration. The A.C.C. shall further have the authority, in connection with the issuance of such permits, to adopt such rules, regulations and standards and to adopt such standard building or other codes (or any portion thereof) as it shall deem appropriate or necessary for the proper performance of its function and duties. The Owner, contractor and builder will subject all permitted activities to such inspections as required by the A.C.C. to determine compliance with such A.C.C. permits, the Declaration, these Protective Covenants, the Shoreline Strip Rules and the Water Use Facilities Permit. In the event of any conflict between the provisions of the Declaration, these Protective Covenants and those of the A.C.C. rules, regulations and standards, same shall prevail in that order. In the event of any conflict between the provisions of the Shoreline Strip Rules and the Water Use Facilities Permit with the A.C.C. rules, regulations and standards, the Shoreline Strip Rules and Water Use Facilities Permit shall prevail. All actions of the A.C.C. shall be subject to review by the Board of Directors of the Association and appeals may be taken thereto under such terms and conditions as such Board of Directors may set from time to time.

3. AMENDMENT, RESCISSION OR ADDITIONS. The Developer, its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time, provided, however, unless the Lots are specifically exempted from the Protective Covenants by the Declaration or a Supplemental Declaration at the time the Lots are subjected to the plan of the Declaration, such amendment, rescission or additions shall not make the Protective Covenants as to those Lots zoned as residential less restrictive for construction of residential buildings than as provided in the standards herein.

4. ZONING. The notes upon the recorded subdivision plats shall control as to use of the Lots reflected thereon, the residential structure types (Single Family Detached, Single Family Attached, Multi-family Structure and Interval Ownership) which shall be permitted upon Residential Lots, and the minimum square footage of each Single Family Detached Structure, Single Family Attached Structure or Living Unit in a Multi-family structure.

5. RESUBDIVISION. No Lot shall be resubdivided except upon written approval of the A.C.C. In the event more Lots are created by any such A.C.C. approved resubdivision than originally existed, Association Assessments shall apply to such newly created Lots as if such had been contained upon the original plat of such lands. The A.C.C. may permit the construction of a single residence upon two or more Lots by waiver of the 7½ foot utility easement and side yard setback on the appropriate interior lot lines, provided, however, such action by the A.C.C. shall not be construed as a waiver of other matters affecting such Lots, including, but not limited to, the obligation to pay Assessments on each such Lot.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

7. SETBACKS. No building shall be placed closer to the front or back lot lines than the setback lines shown therefor on a recorded subdivision plat, provided, however, where such requirements create an undue hardship upon the Owner, such setbacks may be modified by the A.C.C. to the extent necessary to prevent the hardship.

8. SIDE YARDS. Where Lots are zoned as a Residential Lot or CooperShare Lot, the following shall apply:

(a) A Single Family Detached Structure or any building incident thereto shall not be closer to a side lot line than 7½ feet, which restrictions may be extended in excess of 7½ feet when necessary for drainage, utility, or screening purposes and the extent thereof is reflected on the recorded subdivision plat, provided, however, where such restrictions create an undue hardship upon the Owner, such restrictions may be modified by the A.C.C. to the extent necessary to prevent the hardship.

(b) A Single Family Attached Structure shall not be required to have a side yard and a common or party wall may be constructed upon the dividing lines between Lots so that the wall may be partially upon one Lot and partially upon the other, or said common wall may be entirely upon one of the two Lots involved.

(c) Multi-family structures shall not be required to have a side yard and may be constructed up to or upon the dividing lines between Lots where approved by the A.C.C.

The A.C.C. shall decide all questions relative to location of structures upon Commercial Lots.

9. PARTY WALLS. The following provisions shall apply to party walls within the Project:

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of a structure and placed on the dividing line between Lots shall constitute a Party Wall. To the extent not inconsistent with the provisions of this section, general rules of law regarding Party Walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

(b) Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision of this section, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this section, each party shall choose one arbitrator, and such arbitrators, as chosen, shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

10. LAND NEAR GOLF COURSES AND RECREATION AREAS. No structure shall be placed nor shall any material or refuse be placed or stored upon any Lot or other Parcel of Land within 20 feet of the property line of any Common Property used as a golf course or permanent recreation area, or as otherwise shown on a record plat of lands with the Project.

11. ASSURANCE OF COMPLETION OF BUILDINGS. Except as to original construction by the Developer, the Owner and any contractor, builder, person or entity constructing a structure upon The Project shall, prior to beginning the construction of any such structure, furnish the A.C.C. proof that a suitable completion bond has been made to ensure completion of the building, within the required time limits, and to indemnify the Owner against material and mechanic liens. At the same time, there shall be furnished to the A.C.C. satisfactory proof that builders' risk and appropriate workmen's compensation insurance will be in effect for the construction period.

12. TIME FOR COMPLETION OF BUILDINGS. Commmercial Structures, Single Family Attached Structures, and Multifamily Structures shall be completed according to plans and specifications and all applicable permits, codes, standards, rules and regulations applicable thereto, both as to exterior and interior, within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structure are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached Structure, as well as garage and outbuildings permitted:

(a) The exterior of any Single Family Detached Structure, garage, or permitted outbuildings shall be completely finished within six months of start of construction;

(b) The interior of any Single Family Detached Structure, garage or permitted outbuildings shall be completely finished within twelve months of start of construction.

The Owner, contractor and builder will subject all structures to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided or as may be provided by the A.C.C. In the event of non-compliance with completion dates as herein provided, the Association shall have the right, but not the obligation, to hire one or more contractors to perform the work and furnish the materials necessary for compliance and to bill the Owner for the amount expended plus 10% for administration. In the event the Owner does not pay same, the Association shall have the legal right to file a statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs, including a reasonable attorney's fee, shall be paid over to the Owner.

13. ELECTRIC WIRING AND PLUMBING. Electric wiring and plumbing installed in any structure erected upon or moved upon The Project shall be in accordance with standards prescribed by these Covenants, and in no event shall such standards be less restrictive than those provided by the Federal Housing Administration or the State of Tennessee.

14. SEWAGE DISPOSAL. No privately owned septic tank or other sewage disposal system shall be permitted upon any Lot or Parcel of Land of The Project except in extraordinary circumstances involving temporary service to a major building, which temporary service must be discontinued when central sewer service becomes available, and only after approval by the Association and TVA, and then not unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Tennessee Department of Health and Environment and approved by the A.C.C. In any event, no such privately owned individual system shall be permitted on any single family lot registered with the Interstate Land Sales Registration Division, Department of Housing and Urban Development pursuant to the Interstate Land Sales Full Disclosure Act.

15. WATER SUPPLY. No privately owned well or other water system shall be permitted upon any Lot or Parcel of Land of The Project unless approved by the Association or unless the Association has indicated it will not make its water system available and then not unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Tennessee Department of Health and Environment and approved by the A.C.C. In any event, no such privately owned individual system shall be permitted on any single family lot registered with the Interstate Land Sales Registration Division, Department of Housing and Urban Development pursuant to the Interstate Land Sales Full Disclosure Act.

16. OUTBUILDINGS. Outbuildings or accessory buildings for residence purposes such as servants' quarters or guest houses, shall be permitted on Lots upon which a Single Family Detached Structure has been constructed or is under construction, provided the building and/or buildings are occupied by servants employed on the premises or by guests and are not occupied otherwise as rental units by nonservant or nonguest occupants, and provided the A.C.C. shall approve the design, plans, specifications, et cetera, of such buildings. Outbuildings or accessory buildings permitted upon Lots or Parcels of Land upon which there is constructed a Commercial Building, Single Family Attached Structures, or

Multi-family Structure, shall be entirely within the discretion of the A.C.C.

17. PROTECTIVE SCREENING. There shall be compliance with all protective screening areas as reflected upon any recorded subdivision plat of The Project. Except as otherwise provided herein regarding street intersections under "Sight Distance at Intersections", shrub plantings, fences or walls shall be maintained throughout the entire length of such areas by the Owner or Owners of such areas at their own expense to form an effective screen in order to protect and beautify the area. No building or structure except a screening fence or wall approved by the A.C.C. or utility or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utility and drainage facilities.

18. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. SIGNS. All signs are prohibited in areas zoned upon any recorded subdivision plat as residential except:

(a) Signs erected by the Association or Developer for identification of streets, neighborhoods, recreational amenities, traffic control and directional purposes;

(b) Signs of a temporary nature advertising property for sale and construction signs, which such signs shall not exceed 1 square foot in area, shall be limited to 1 such sign per Lot, must be placed upon the specific property involved, and may not be placed for the purpose of advertising that such property is already sold; and

(c) Signs erected by Developer in connection with its sales program.

Except for signs as provided in subparagraphs (a), (b) and (c) above, the erection of signs in areas zoned Commercial upon any recorded subdivision plat shall require a permit of the A.C.C. and no such sign shall be erected without the prior approval of the A.C.C.

20. MODEL HOUSES. No provision of these Protective Covenants shall preclude the Developer in furtherance of its sales program from erecting and maintaining Model Houses in any area zoned as Residential.

21. BUSINESSES PROHIBITED IN RESIDENTIAL AREAS. The practice of any profession or the carrying on of any business is prohibited within any area zoned as residential except for the business of the Developer in the furtherance of its

sales program and any home occupation which does not create any extraordinary traffic within the subdivision. Said home occupations must, however, first be approved by the A.C.C. and a permit issued therefor.

22. UTILITY AND DRAINAGE EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved in the Declaration and will be reserved in any Supplemental Declaration and also will be reserved as indicated upon any recorded subdivision plat of The Project. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels within the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association, a public authority or a utility company is responsible.

23. NUISANCES. No obnoxious or offensive activity shall be carried on upon any Lot or Parcel of Land of The Project.

24. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Parcel of Land of The Project except that dogs, cats or other household pets which are not considered inherently frightening to the general public may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

25. GARBAGE AND REFUSE DISPOSAL. No Lot or Parcel of Land of The Project shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary container and disposition of same shall be prompt.

26. SALVAGE YARDS, ETC. No automobile wrecking, junk, or salvage yards are permitted on any Lot or on any other Parcel of Land within the Project.

27. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Parcel of Land of The Project. No derrick or other structure designed for use in boring for oil or natural gas, nor any oil wells, tanks, tunnels, mineral excavations or shafts shall be erected, maintained or permitted.

28. CEMETERIES. The following standards shall apply to the development and construction of any new cemeteries within the Project:

1. Sites for cemeteries shall be provided access directly from a collector or arterial street. Access to cemeteries shall not be made from residential streets which have residences or lots abutting the street and using it for access.

2. Any new cemetery shall be located on a site containing not less than five acres.

3. All cemetery structures, including but not limited to, mausoleums, permanent monuments, or maintenance buildings shall be set back not less than 25 feet from any property line or street right of way.

4. All graves or burial lots shall be set back not less than 25 feet from any property line or street right of way.

29. A.C.C. RESPONSIBILITY. The function of the A.C.C. is designed for the enforcement of the Declaration and these Protective Covenants. The performance of its duties with respect thereto shall be on a best efforts basis in an effort to reasonably protect the aesthetics and property values of the Project and the health, safety and welfare of all of the Owners therein as a community of interests. No warranty or representation is made to or should be implied by any individual Owner that the actions of the A.C.C. in the issuance of permits, inspection and approval of construction, or otherwise, is intended as a tacit approval of the quality, safety, desirability, or suitability of such design or construction.

30. ENFORCEMENT. These Protective Covenants may be enforced in the same manner as any violation or threatened violation of the Declaration of which these Protective Covenants are a part, including, but not limited to the lien rights of the Association for any costs or charges incurred in connection therewith.

STATE OF TENNESSEE, LOUDON COUNTY REGISTER'S OFFICE
THIS INSTRUMENT RECIEVED AT 1:45 O'CLOCK P. M., OF THE 16 DAY OF Dec 19 85
DULY CERTIFIED AND REGISTERED IN SAID OFFICE IN trust BOOK NO. 209 PAGE 96
AND NOTED IN BOOK NO. M PAGE 290 STATE TAX PAID $ —
Fee #124.09 REGISTER

RESOLUTION REGARDING THE

AMENDMENT AND RESTATEMENT OF TVPOA'S BY-LAWS

WHEREAS, on June 21, 2017, the Board of Directors of the Tellico Village Property Owners Association, Inc. proposed an amendment to Article IV, Section 1 of the Association's By-Laws (the "By-Laws"); and

WHEREAS, the Board of Directors notified the Association membership of such proposed amendment in accordance with the amendatory provisions of the By-Laws, and the members of the Association have not applied for a special meeting to consider and revoke the proposed amendments as is permitted by the By-Laws; and

WHEREAS, the Board of Directors has adopted the amendment to Article IV, Section 1 of the By-Laws.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC.:

Section 1. That pursuant to Article VIII of the Association's By-Laws and the requirements of the Tennessee Nonprofit Corporation Act, Article IV, Section 1 of the Association's By-Laws are hereby amended in accordance with the provisions of the Restated By-Laws which are attached hereto as Exhibit A.

Section 2. That the Association's By-laws are hereby restated after giving effect to the amendment of Article IV, Section 1 effected in the Restated By-Laws attached as Exhibit A to this Resolution and all previous amendments to said By-Laws effected prior to the date of this Resolution. In the event of any conflict between the attached Restated By-laws and the terms of any prior amendment to the By-Laws, the attached Restated By-Laws shall control.

Section 3. That the General Manager of the Association and the officers of the Association's Board of Directors be authorized to take such action as they deem necessary and appropriate to carry out these resolutions.

Adopted and approved this 16th day of August, 2017.

BOARD OF DIRECTORS OF THE TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

By: _____
Bruce Johnson, President

Attest:

_____
Claire Frazer, Secretary

RESTATED BY-LAWS

OF THE

TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

IDENTITY

Section 1. These By-Laws shall govern the operation of TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Tennessee nonprofit corporation established for the operation, maintenance and administration of a property owners association (the "Association") located in Loudon County and Monroe County, Tennessee, known as Tellico Village (the "Village"). The Association was created on September 18, 1984 by the filing of its corporate charter with the Tennessee Secretary of State, which charter has been subsequently amended (collectively, the "Articles of Incorporation"). The Association, its Articles of Incorporation and these By-Laws are governed by and subject to a Declaration of Covenants and Restrictions for the Village, which applies to all real property initially or later subjected to the Declaration (collectively, the "Project"). The Declaration was first filed in the Loudon County Register of Deeds Office on December 16, 1985, in Trust Book 209 beginning at Page 96, and also in the Monroe County Register of Deeds Office on November 18, 1996, in Miscellaneous Book 101 beginning at Page 154, for that portion of the Project located in Monroe County, Tennessee (the "Kahite Subdivision"), and has been subsequently amended (collectively, the "Declaration") by vote of the owners of the real property subjected to the Declaration (the "Owners"), who enjoy membership in the Association in accordance with the provisions of the Declaration, the Articles of Incorporation and these By-Laws (hereinafter referred to as the "members").

Section 2. The principal office of the Association shall be at 112 Chota Center, Loudon, Tennessee 37774, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 3. The seal of the Association shall bear the name of the Association, the state of incorporation, and the year of incorporation.

Section 4. All defined words, as used herein, shall have the same definitions as attributed to them in the Declaration unless specified in these By-Laws.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership: Membership shall be as provided in the Articles of Incorporation. The membership of each Owner in the Association is appurtenant to and inseparable from his ownership. Except as provided in the Declaration, transfer of ownership, either voluntary or by operation of law, shall terminate membership and said membership shall become vested in the transferee. If ownership is vested in more than one person, then all of the persons so owning shall be members eligible to hold office, attend meetings, etc., but, as hereinafter provided, they shall have only one vote, except in the case of the Developer which has two (2) votes, for each Lot, Living Unit or Associate Membership, which shall be cast by the "voting member". If ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "voting member". Notwithstanding the foregoing, any person or entity who holds such membership merely as security for the performance of an obligation shall not be a member and such membership will remain vested in the real party in interest.

Section 2. Voting:

(A) Each voting member, as so defined in Article II, Section 1 and Article II, Section 5 herein, shall have one (1) vote, except the Developer who shall have two (2) votes, for each Lot, Living Unit or

Associate Membership owned, all in the manner set forth in the Declaration. A single vote is not divisible and when more than one person or entity holds a single vote, the vote shall be exercised as they among themselves determine in accordance with and subject to the provisions and restrictions set forth herein.

(B) A majority of the total votes cast in a duly qualified vote shall decide any question unless the Declaration, these By-Laws or the Articles of Incorporation provide otherwise.

Section 3. Quorum: Unless otherwise provided in these By-Laws, or the Articles of Incorporation, the presence in person or by proxy of ten percent (10%) of the total votes shall constitute a quorum, which quorum requirement shall also pertain to voting by written ballot under Article III, Section 6and the election of Directors unless otherwise provided in these By-Laws.

Section 4. Proxies: Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote as set forth below in Section 5. Where a Lot is owned jointly by two (2) or more persons, and if they have not designated one of them as a voting member, a proxy must be signed by all persons owning the Lot.

Section 5. Designation of Household Voting Member: If a Lot, Living Unit or Associate Membership is owned by more than one (1) person or a corporation or other entity, the Household entitled to the easement of enjoyment and the person entitled to cast votes shall be designated in a certificate signed and filed with the Secretary of the Association or the Board of Directors' authorized designee. The person designated to vote in such certificate shall be known as the "voting member". Such certificates shall be valid until revoked or superseded or until a change in ownership. In the absence of a designated voting member, the vote may be cast by any owner thereof or their proper officers. In the absence of a designated Household, the same may be presumed to be the first named on the instrument of conveyance or withheld until so designated, in the discretion of the Association.

Section 6. Suspension of Membership Rights: A member's rights, including but not limited to voting privileges, may be suspended by the Board of Directors, or the Board of Directors' authorized designee, in accordance with Article XIV of the Declaration, all applicable provisions of the Tennessee Nonprofit Corporation Act and any applicable rules and regulations of the Association. Any written notice issued to a member under this section or Article XIV of the Declaration shall be given by first class or certified mail sent to the last address of the member shown on the Association's records.

ARTICLE III

MEETINGS OF THE MEMBERSHIP

Section 1. Place: All meetings of the Association membership shall be held in the Village or at such other place and at such time as shall be designated by the Board of Directors and stated in the notice of the meeting.

Section 2. Notices: Except as otherwise provided in the Declaration or the Articles of Incorporation, it shall be the duty of the Secretary or the Board of Directors'authorized designee to mail or deliver a notice of each annual or special meeting, stating the time and place thereof, to each Owner of record at least fourteen (14) but not more than forty-five (45) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the Owner as it appears on the books of the Association.

Section 3. Annual Meeting: The annual meeting shall be held in May of each year at a date, time and place to be determined by the Board of Directors. At the annual meeting, the voting members shall transact such business as may properly be brought before the meeting.

Section 4. Special Meeting: Special meetings of the members for any purpose or purposes may be called by the Board of Directors on its own initiative and shall be called upon the request in writing of voting members representing ten percent (10%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Adjourned Meeting: If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 6. Written Ballot: With approval of the Board of Directors, any action which may be taken at an annual or special meeting of members may be taken by written ballot without a meeting in accordance with the requirements of the Tennessee Nonprofit Corporation Act.

ARTICLE IV

DIRECTORS

Section 1. Number, Term and Qualifications: The affairs of the Association shall be governed by a Board of Directors composed of seven (7) persons. Each Director's term of office shall be for three (3) years. Elections for positions on the Board of Directors shall be staggered so that no more than three (3) Directors are elected in any given year. Beginning with the 2017 election, a Director may serve no more than two (2) consecutive full terms. Any Director who has served two (2) consecutive full terms must wait three (3) years before serving again on the Board of Directors; provided, however, that a Director who has, at or after that time, served two (2) or more consecutive full terms may run for a vacant position on the Board of Directors if there is no one else running for that position. The foregoing shall not require the removal of a Director before the natural expiration of his or her term. The foregoing shall also not prevent two (2) or more Directors who have served two (2) or more consecutive full terms from running against each other for a position that would otherwise be left vacant because there is no one else running for it. The term of office of a Director who is elected by the Association's members shall commence at the end of the Board of Director's meeting during which the election results for that Director position are certified by the Board of Directors. A Director's term of office shall continue until the Director's successor is duly elected and qualified and may be terminated prior to expiration in the manner provided in Section 3 below. The election year for each Director position shall be as follows, and every three years thereafter:

Position 1	2018
Position 2	2019
Position 3	2017
Position 4	2018
Position 5	2019
Position 6	2017
Position 7	2019

Section 2. First Board of Directors: The initial members of the Board of Directors of the Association and their designated terms were set forth in the original Articles of Incorporation.

Section 3. Removal of Directors: At any duly convened regular or special meeting of the membership, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members casting not less than a majority of the total votes of all members of the Association and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below. Any action to remove a Director at any regular or special meeting must be properly noticed and the notice must state that the consideration of such Director's removal is a purpose of such meeting.

Section 4. Vacancies on Board of Directors: Except as provided in Section 3 above for vacancies filled by the members of the Association, or as provided below in this section, the Board of Directors may fill the office of any Director that becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise by the affirmative vote of a majority of the remaining Directors, even though less than a quorum of Directors may remain in office. Any successor Director so elected by the Board of Directors shall hold office for the balance of the vacated position's unexpired term. Any election held by the Board of Directors for the purpose of filling a vacancy may be held at any regular or special meeting of the Board of Directors. Alternatively, the Board of Directors may elect to (i) leave

any vacant position unfilled until the next annual election for the Board of Directors and allow the members of the Association to fill the remaining term of the vacant position by a membership election in the same manner provided for in Section 11 below or (ii) fill any vacant position, in the same manner provided for above in this section, temporarily until the next annual election for the Board of Directors and allow the members of the Association to fill the remaining term of the vacant position by a membership election in the same manner provided for in Section 11 below.

Section 5. Resignation of Directors: Any Director may resign at any time by sending a written notice of such resignation to the Secretary or the General Manager of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary or the General Manager.

Section 6. Regular Meetings: The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each Director personally or by mail, telephone or email at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings, shall be open to all members except for executive meetings of the Board of Directors, at which times the Board of Directors may discuss and take action on matters pertaining to contract negotiations and strategy, personnel matters, legal matters including without limitation litigation contemplated, threatened or existing, security matters that if discussed in an open meeting could potentially compromise the welfare and safety of the Association or any of its members, or any other similar matter determined by the Board of Directors to require confidentiality in order to properly protect or safeguard the Association.

Section 7. Special Meetings: Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President, or by any two (2) Directors by giving five (5) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 8. Directors' Waiver of Notice: Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. A Director's attendance at or participation in a meeting waives any required notice of the meeting unless the Director at the beginning of the meeting (or promptly upon the Director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 9. Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority present at such meetings shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted at the adjourned meeting without further notice. A Director may join in the action of a meeting by signing and concurring in the minutes thereof.

Section 10. Compensation: The Directors shall not be compensated for their services as such directors, but may be reimbursed for payment of all necessary and reasonable expenses incurred by them in connection with their duties.

Section 11. Election Process: The nomination and election of the Board of Directors by the members of the Association shall be as follows:

(A) Election of Board of Directors shall be by means of written or electronic ballot as hereinafter provided.

(B) Nominations for election to the Board of Directors may be made by a Nominating Committee. The Nominating Committee shall consist of three (3) or more members appointed by the Board of Directors and one (1) member shall be designated as Chairman of the Committee. The Nominating Committee shall

be appointed as soon as the Board of Directors shall deem it appropriate, and shall serve until a successor Nominating Committee shall be appointed by the Board of Directors.

(C) The Nominating Committee may make as many nominations for election to the Board of Directors as it shall deem appropriate, but not less than the number of vacancies that are to be filled. Nominations may be made from among non-members as well as members as the Nominating Committee shall determine. Nominations from the Nominating Committee and from voting membership as set out hereinbelow, shall be placed on the ballot as hereinafter provided. Nominations from the Nominating Committee shall be made in advance of the time fixed hereinafter for the mailing of the notice of election to the members.

(D) Any person whether he is a member or non-member, desiring to be a candidate for a vacancy on the Board of Directors to be filled at the annual election may cause his name to appear on the ballot by presenting to the Board of Directors a Petition of Nomination signed by the holders of at least twenty-five (25) qualified votes recommending his nomination. Said petition shall be presented to the Board of Directors in advance of the time fixed hereinafter for the mailing of the notice of election to the members.

(E) Elections to the Board of Directors shall be conducted by written or electronic ballots submitted and counted in accordance with the applicable requirements of these By-Laws and the Election Rules of the Board of Directors. Each ballot shall i) state the number of director positions to be filled, ii) list the names of all qualified candidates in alphabetical order (by last name) with a blank line or box to the left of each candidate's name on which the voter may mark his or her vote, and iii) contain instructions preceding the list of candidates directing the voter to vote for no more candidates than the number of positions to be filled and to cast only one vote per candidate. The ballot shall not contain any spaces for write-in candidates. The election shall be held in the month of December on a date and at a time selected by the Board of Directors. The term of office of a Director shall commence upon the Board of Directors' certification of the election results at the Board of Directors' first meeting following the election and shall continue for three (3) years, or until his successor shall have been duly elected and certified.When the number of qualified candidates (whether nominated by the Nominating Committee under Section (C) above or by means of petition under Section (D) above) equals the number of positions to be elected for an annual Board of Directors' election, no actual election by the members shall be required. In such situations, the Board of Directors shall elect the qualified candidates to the open positions at such time the election results for those positions would have otherwise been certified by the Board of Directors following an election for such positions by the members of the Association.

(F) Written notice of the election process for casting written or electronic ballots shall be provided to the voting members at least seven (7) days in advance of the date voting for the election commences. A sample ballot or other alphabetical listing of the candidates shall be included in such notice.

(G) Cast ballots shall be maintained safely and confidentially, and shall not be tallied, until the day of the election designated by the Board of Directors. On such election day, all ballots shall be counted under the direction and supervision of the Election Committee, or by means of a reputable and experienced outside contractor under the committee's supervision, in accordance with the applicable provisions of these By-Laws and the Election Rules of the Board of Directors. The President and not less than two (2) Directors (not currently up for election) appointed by the Board of Directors shall constitute the Election Committee. If the President is currently up for election, a third Director shall be appointed in his stead.

(H) In the event only one position is to be filled, the candidate on the ballot receiving the most votes shall be elected. In the event more than one position is to be filled, the number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Cumulative voting shall be prohibited. In the event of a tie between one or more candidates that prevents a winner or winners from being determined, the Board of Directors (excluding any Board member who is a candidate in that election) shall collectively cast (by majority vote) the deciding vote. If the Board shall fail, or choose not to act, in such situation, the tie shall be broken by the flip of a coin conducted by the Election Committee. Under no circumstances shall a "write-in" on any ballot be counted nor shall any ballot be counted that contains excessive votes or more than one vote per candidate. Any ballot that is marked with the name of a write-in candidate or which contains excessive votes shall be void and of no effect.

(I) Board of Director elections may also be conducted by written ballot in accordance with the requirements of the Tennessee Nonprofit Corporation Act and the applicable requirements of these By-Laws and the Election Rules of the Board of Directors when such alternative election process is authorized by resolution of the Board of Directors.

Section 12. Powers and Duties: The Board of Directors of the Association shall have the powers and duties necessary for the governance and administration of the affairs and business of the Association and may do all such acts and things as are not by law or by the Declaration, Articles of Incorporation, or these By-Laws, directed to be exercised and done by Owners. These powers and duties shall specifically include, but shall not be limited to the following:

(A) To exercise all powers specifically set forth in the Declaration, Articles of Incorporation, in these By-Laws, and in any laws, ordinances or regulations applicable to the Village, the Association or the real properties that are subject to the Declaration (collectively, sometimes referred to herein as the "Project"), and all powers incidental thereto.

(B) To make and determine assessments and other fees, collect said assessments and other fees, and use and expend the assessments and other fees to carry out the purposes and powers of the Association.

(C) To employ, dismiss and control at the Board of Directors' pleasure such attorneys, accountants, contractors, and other professionals as the Board determines necessary for the discharge of its duties and responsibilities.

(D) To appoint, employ, direct, and terminate, but subject to the terms and conditions of any written employment agreement approved by the Board of Directors for such officer, a General Manager, who shall report to the Board of Directors and whose duties shall include the administration, maintenance and operation of the Association as provided in Article V, Section 10. Nothing contained in these By-Laws shall prohibit the employment of any Member, officer or Director in any capacity whatsoever, provided that no Directors shall be compensated for service as a Director as provided in Article IV, Section 10.

(E) To make, enforce and amend rules and regulations respecting the operation and use of the Common Properties and the personal conduct of members, guests and others thereon.

(F) To further improve the Project, to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and to enter into agreements in connection therewith, subject to the provisions of the Declaration, Articles of Incorporation and these By-Laws.

(G) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association.

(H) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of the members as provided in Article III, Section 4 hereof.

(I) To declare a vacancy in the office of any Director who shall be absent from three (3) or more consecutive regular meetings of the Board of Directors.

(J) To cause to be kept a complete set of all of its acts and corporate affairs and to present a statement thereof to the annual meeting of members or at any special meeting of members.

(K) As more fully provided in Article X of the Declaration, to (1) fix the amount of assessments, (2) prepare a roster of properties and assessments applicable thereto for keeping in the office of the Association and open to inspection by members, (3) send written notice of each special assessment to members, and (4) issue, or cause an appropriate officer to issue, upon demand a certificate setting forth whether any assessment has been paid with such certificate to be conclusive evidence of any assessment therein stated to have been paid.

Section 13. Action by Written Consent: Any action which may be taken by the Board of Directors at an annual or special meeting of the Board, may be taken without a meeting if all of the Directors consent to taking such action without a meeting and the number of Directors that would be necessary to authorize or take such action sign a written consent approving such action, which consent shall be filed in the Association's minute book.

ARTICLE V

OFFICERS

Section 1. Elected Officers: The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors from its membership. One person may be both Secretary and Treasurer.

Section 2. Officer Elections: The elected officers of the Association shall be elected annually by the Board of Directors at the first meeting of the newly constituted Board of Directors following the election of Directors each December.

Section 3. Appointed Officers: In addition to the elected principal officers, the Association shall also be served by a General Manager, who shall be appointed from time to time by the Board of Directors and shall be directly responsible to the Board of Directors.The Board of Directors may also appoint Assistant Secretaries, and Assistant Treasurers and such other appointed officers as the Board of Directors deems necessary.

Section 4. Compensation: Except for the General Manager, no elected or appointed officer shall be compensated for service rendered to the Association as such officer, but may be reimbursed for payment of all necessary and reasonable expenses incurred by the officer in connection with that office's duties.

Section 5. Term and Removal: The elected officers of the Association shall commence their terms as of their election by the Board of Directors and hold office for a term of one (1) year, but shall continue to serve until their successors are chosen and qualify in their stead. All appointed officers shall serve for the terms specified by the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed from that office at any time, with or without cause, by the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 6. President: The President shall serve as the chair of the Board of Directors, in suchcapacity he shall preside over and develop all agendas for the meetings and workshops of the Board of Directors. The President shall serve as the ceremonial head of all Association meetings and events and shall sign all meeting minutes of the Board of Directors or the Association's members. When required by the resolutions or under the written policies of the Board of Directors, the President shall be an authorized signatory for all Association checks or similar orders of payment as specified by said resolutions or policies. The President shall be required to sign all officer expense accounts and all written contractsthat require approval bythe Board of Directors. The President shall also perform all duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 7. Vice President: The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the President or Board of Directors of the Association.

Section 8. Secretary: The Secretary shall sign the minutes of all Board of Directors' meetings and all meetings of the members of the Association. The Secretary may, along with any other officer or Board authorized designee, issue notice of all meetings of the Board of Directors and Owners. The Secretary may also sign officer incumbency certificates and other certifications attesting to the accuracy of any of the minutes for the Board of Directors' meetings or meeting of the Association's members or for any resolutions or other actions approved in such meetings. The Secretary shall also perform such other duties as may be required of such office from time to time by the Board of Directors. If appointed, the Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or unavailable.

Section 9. Treasurer: The Treasurer shall:

(A) Assist the Audit Committee in ensuring that an annual independent audit of the Association's annual financial statements is conducted and assist the Audit Committee with its selection of any additional areas for review during the audit.

(B) Assist the Audit Committee in ensuring that the selection of an independent auditor is completed in a timely manner each year.

(C) Act as an alternate signatory on Association checks or other similar orders for the payment of Association invoices and obligations as may be authorized by resolutions or under the written policies of the Board of Directors.

(D) Review annually with the Board of Directors, the Audit Committee function and advocate for changes as appropriate based on the needs of the Association.

(E) Review periodically with the Board of Directors, the Association's code of conduct/ethics policies and recommend changes as appropriate.

(F) Assist in the resolution of financially related issues raised by the members of the Association or others as requested by the General Manager or the President.

(G) The Treasurer shall also perform such other duties as may be required of such office from time to time by the Board of Directors. If appointed, the Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent or unavailable.

Section 10. General Manager: The General Manager shall be a paid employee of the Association who shall serve as the Association's chief executive and operating officer. The General Manager shall have executive powers and general supervision over the day-to-day business and affairs of the Association and its employees, subject always to the requirements and limitations of the Board of Directors' policies, resolutions, and other directives.

The General Manager shall also:

(A) Attend all Board of Director's meetings and all meetings of the members of the Association, unless otherwise excused from attendance by the Board of Directors, and shall see that accurate minutes are prepared, kept and maintained for such meetings. He shall also be authorized to authenticate all records of the Association and shall have charge of all of the Association books, records and papers and provide for their proper maintenance and preservation.

(B) Be responsible for hiring, supervising, disciplining and terminating all employees of the Association in accordance with the any applicable employment policies that may be adopted by the Board of Directors from time to time.

(C) Prepare and present to the Board of Directors an accurate and fiscally responsible annual budget and five-year capital plan for the Association for each of its fiscal years at least thirty (30) days prior to the beginning of such year.

(D) Sign all written contracts and perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors, unless otherwise specified by the resolutions or policies of the Board of Directors.

(E) Maintain control of the Association's funds and securities and shall ensure the preparation of full and accurate accounts of receipts and disbursements in the Association's books and records and shall ensure the deposit of all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

(F) Oversee the disbursement of funds of the Association as may be ordered by the Board of Directors and shall render to the Board of Directors at the regular meetings of the Board of Directors, or whenever required, an account of all of his transactions related to the Association and of the financial condition of the Association.

(G) Oversee the collection of assessments and other fees due the Association and report the status of such collections and of all account delinquencies to the Board of Directors.

(H) Provide relevant account status reports to potential transferees of Lots on which reports the transferees may rely.

(I) Sign contracts for the Association as provided by the Board of Directors' procurement policies or by specific resolution of the Board of Directors.

(J) Inform the Board of Directors regularly of any litigation (pending or anticipated) involving the Association, any governmental violations or compliance actions or concerns affecting the Association, and such other information regarding the Association's affairs and business as may be requested from time to time by the Board of Directors.

(K) Perform such other duties as may be assigned to or required of such office from time to time by the Board of Directors.

ARTICLE VI

COMMITTEES

Section 1. Standing Committees: The Standing Committees of the Association shall be:

a. The Nominating Committee;
b. The Election Committee;
c. The Architectural Control Committee; and
d. The Audit Committee.

A. Appointment of Standing Committees: Unless otherwise provided herein, in December of each year, the Board of Directors shall appoint at least three (3) members to each Standing Committee and announce such appointments prior to the commencement of the new calendar year. Committee members shall commence their service as of January 1st and shall serve at the pleasure of the Board of Directors until their successors are appointed.

B. Duties and Powers of Standing Committees:

(1) The Nominating Committee and the Election Committee shall perform the duties and exercise the powers set forth in Article IV hereof.

(2) The Architectural Control Committee shall perform the duties and exercise the powers described for it in the Declaration. It shall watch for any proposals, programs or activities that may adversely affect the residential values of the Project and advise the Board of Directors regarding Association action on such matters.

(3) The Audit Committee shall supervise the annual audit of the Association's books and approve the annual financial statements to be presented to the membership at its regular annual meeting. The Treasurer of the Association, its General Manager and director of finance (or similar chief financial officer if such position does not exist) shall serve as non-voting *ex officio* members of the Audit Committee.The Treasurer shall serve as a voting *ex officio* member of the Audit Committee.

Section 2. Other Committees: The Board of Directors may appoint, abolish, merge or split other committees as it deems desirable for efficient furtherance of the purposes of the Association.

Section 3. Committee Charters: The Board may publish a charter for each committee setting forth its purpose, means of appointing members, powers and duties. The Board may not include any provision in a committee charter that conflicts with the By-Laws, the Articles of Incorporation or the Declaration. Each committee shall perform its duties and exercise its powers in accordance with its charter.

Section 4. Subcommittees: With the exception of the Standing Committees listed in Section 1, any committee of the Association may appoint a sub-committee, from among its membership, to which it may delegate any of its powers, functions and duties with approval by the Board of Directors.

ARTICLE VII

FINANCES AND KAHITE MAINTENANCE PROCEDURES

Section 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time and shall be withdrawn only upon checks and demands for money signed by such persons as may be designated by the Board of Directors. Debt obligations of the Association shall be signed by at least two (2) individuals, each of whom must either be an officer or employee of the Association and be designated by the Board of Directors as an authorized signatory for the Association.

Section 2. Fidelity Bonds: All persons or firms who are authorized to sign checks or otherwise handling or responsible for Association funds shall be bonded in such amounts as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual or firm handles or has control of.

Section 3. Fiscal Year: The fiscal year for the Association shall be the calendar year, provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year, in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

Section 4. Audits: An audit of the accounts of the Association shall be made annually. Said audit shall be prepared by such independent certified public accountant as the Board of Directors determines, and a copy of said report shall be available to the members of the Association in the office of the Association. Unless delayed for reasonable grounds, such report shall be available not later than four (4) months after the end of the year for which the report is made.

Section 5. Kahite Maintenance Fee Procedures: The Board of Directors may fix, establish and collect maintenance fees from the owners of lots and living units in the Kahite Subdivision, which shall be used exclusively for the costs of maintenance and operation of the entrance structure or features of the Kahite Subdivision and for other services specific to that subdivision, including for example, the provision of security guards, etc. or other services that the Board of Directors, in its discretion, may provide or propose to provide from time to time. No such fee shall be levied unless and until:

(A) The fee is approved by a majority vote of those eligible members voting at a meeting called for this purpose or by written ballot. Only those Association members who own lots or living units in the Kahite Subdivision and are paying annual assessments with respect to the same shall be eligible to vote. The rights and procedures for such voting shall otherwise comply with the Declaration, the Association's Restated Articles of Incorporation and the other requirements of these By-Laws; and

(B) Written notice shall be sent to the eligible voters at least thirty (30) days in advance of the meeting or vote by written ballot. The notice shall set forth the purpose of the meeting or vote, a description of the services proposed to be provided, the amount of the maintenance fee proposed to be levied, and the cost basis for the proposed fee.

Once the original fee is approved, the Board of Directors may increase the maintenance fee annually as needed without an additional vote of the eligible Kahite Subdivision members, so long as the increases are related to the cost of services previously approved; however, such increases shall not exceed the greater of

5% or the increase in the consumer price index, as described in Section 3, Article X of the Declaration, unless approved by a vote of the eligible Kahite Subdivision members in accordance with this section. The maintenance fee shall become a part of and be collected with the annual assessment in accordance with the Declaration and any applicable supplemental declarations.

ARTICLE VIII

AMENDMENTS TO THE BY-LAWS

In addition to any method permitted under the Tennessee Nonprofit Corporation Act that is applicable to the Association, the By-Laws may be altered, amended or added to at any duly called meeting of the Board of Directors, by a majority vote of a quorum present and voting, provided:

(1) Notice of the meeting shall contain a summary of the proposed amendment.

(2) Provisions of these By-Laws which are governed by the Articles of Incorporation or the Declaration may not be amended except in the manner provided therein or otherwise by applicable law.

(3) A summary of the proposed amendments to the By-Laws shall be mailed to the members of the Association not less than thirty (30) days prior to the Board of Directors meeting at which the amendments will be considered. The members of the Association shall be given written notice of the time and place at which the meeting of the Board of Directors shall be held and such meeting shall be open to the members. Upon written application of the holders of twenty-five percent (25%) of the vote of the members, a special meeting of the members shall be held upon no less than ten (10) days written notice to each member, but within thirty (30) days of the delivery of such application to the Board of Directors, at which special meeting members may consider and revoke the amendments. Unless these By-Laws shall require a larger vote, such revocation by members shall require a vote of a majority of members. The Board of Directors may, in any event, propose amendments to the By-Laws at any meeting of members or in writing and, if such, be approved by the members at the meeting, or in writing, such amendments shall not thereafter be re-examined by the members in the manner hereinabove set forth.

ARTICLE IX

NOTICES

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices as set forth in the Declaration, except for notices issued pursuant to Article II, Section 6, which shall be issued in accordance with said section.

ARTICLE X

INDEMNIFICATIONS

In addition to those situations where indemnification is required under the Tennessee Nonprofit Corporation Act, the Board of Directors is authorized at any time, or from time to time, to approve indemnification of Directors, officers and other persons to the extent permitted by the laws of the State of Tennessee at the time in effect, with respect to past, present or future transactions of the Association.

ARTICLE XI

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Project during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XII

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Project, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other Owners or persons.

ARTICLE XIII

BOOKS AND PAPERS

The books, records and papers of the Association shall be subject to inspection and duplication as required under the applicable provisions of federal and state law, or as otherwise permitted under the rules and regulations of the Board of Directors. Unless otherwise provided by state or federal law, such rules and regulations may require the submittal of a written request form to obtain access to Association documents, a request made in good faith, a proper purpose for such request, cost recovery for the production and duplication of the requested documents, and such other procedures and requirements as the Board of Directors determines necessary.

ARTICLE XIV

CONFLICTS

In the case of any conflict between the rules and regulations adopted by the Board of Directors, or from time to time amended, and the Project documents or applicable laws, ordinances and regulations, the latter shall prevail. If any conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration, the provisions of said Declaration shall prevail.

IN WITNESS WHEREOF, the Board of Directors adopted these Restated By-Laws of the Association on the 21st day of June, 2017, which reflect the Association's original By-Laws adopted on September 19, 1984, and all duly approved amendments subsequent thereto through the date of this restatement.

Bruce Johnson, President

Claire Frazer, Secretary

AMENDED BY-LAWS OF
TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, on March 16, 2022, the Board of Directors of the Tellico Village Property Owners Association, Inc. (the "Association") proposed certain amendments to Articles V, VIII, IX, and X of the Association's By-Laws; and

WHEREAS, the Board of Directors notified the Association membership of such proposed amendments in accordance with the amendatory provisions of the By-Laws; and

WHEREAS, the members of the Association did not apply for a special meeting to consider the proposed By-Laws, and the Board of Directors adopted the same by majority vote.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC.:

That in accordance with Article VIII of the Association's By-Laws and the requirements of the Tennessee Nonprofit Corporation Act, the Associations By-Laws are amended as follows:

1.) All references in Article V, Section 10 to the General Manager shall be amended to reflect the title of Chief Executive Officer.

2.) The current language of Article VIII shall be deleted in its entirety and the following language shall be inserted in lieu thereof:

ARTICLE VIII. Amendments to the By-Laws:

In addition to any method permitted under the Tennessee Nonprofit Corporation Act that is applicable to the Association, the By-Laws may be altered, amended or added to at any duly called meeting of the Board of Directors, by a majority vote of a quorum present and voting, provided:

(1) Notice of the meeting shall contain a summary of the proposed amendment.

(2) Provisions of these By-Laws which are governed by the Articles of Incorporation or the Declaration may not be amended except in the manner provided therein or otherwise by applicable law.

(3) A summary of the proposed amendments to the By-Laws shall be sent by either mail or electronic transmission (email) to the members of the Association not less than thirty (30) days prior to the Board of Directors meeting at which the amendments will be considered. The members of the Association shall be given written notice of the time and place at which the meeting of the Board of Directors shall be held and such meeting shall be open to the members. Upon written application of the holders of twenty-five percent (25%) of the vote of the members, a special meeting of the members shall be held upon no less than ten (10) days written notice to each member, but within thirty (30) days of the delivery of such application to the Board of Directors, at which special meeting members may consider and revoke the amendments. Unless these By-Laws shall require a larger vote, such revocation by members shall require a vote of a majority of members. The Board of Directors may, in any event, propose amendments to the By-Laws at any meeting of members or in writing and, if such, be approved by the members at

the meeting, or in writing, such amendments shall not thereafter be re-examined by the members in the manner hereinabove set forth.

3.) The current language of Article IX shall be deleted in its entirety and the following language shall be inserted in lieu thereof:

ARTICLE IX. Notices:

Any notice required to be sent to any member of the Association under the provisions of these By-Laws shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as member on the records of the Association at the time of such mailing or when electronically transmitted (emailed) to the last known email address of the person who appears as member on the records of the Association at the time of such transmission, provided that the member has given consent to receive notices via electronic transmission.

4.) The current language of Article X shall be deleted in its entirety and the following language shall be inserted in lieu thereof:

ARTICLE X. Indemnifications:

The Corporation shall defend and pay all reasonable attorneys' fees and litigation expenses for every current and past Director and Officer, or his or her heirs, executors and administrators, incurred in defending any claim, action, suit or proceeding to which he or she is made a party by reason, in whole or in part, by his or her having been a Director and/or Officer of the Corporation. The Corporation shall further indemnify, hold harmless, and pay on behalf of every Director and Officer, or his or her heirs, executors or administrators for any and all damages losses, costs, expenses, and other liabilities incurred in connection with or arising out of his or her role as a Director and/or Officer of the Corporation, except as matters wherein he or she shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence, willful misconduct, or acts or omissions which involve intentional misconduct or a knowing violation of the law. The foregoing shall be in addition to and not exclusive of any or all other rights to which the Director and/or Officer may be entitled as a matter of law, under the governing documents of the Corporation, or pursuant to any insurance purchased by the Corporation.

Effective the 16th day of March, 2022

Martin Inkrott, President

Pat White, Secretary

AMENDED BY-LAWS OF
TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, on March 15, 2023, the Board of Directors of the Tellico Village Property Owners Association, Inc. (the "Association") proposed certain amendments to Article IV of the Association's By-Laws; and

WHEREAS, the Board of Directors notified the Association membership of such proposed amendments in accordance with the amendatory provisions of the By-Laws; and

WHEREAS, the members of the Association did not apply for a special meeting to consider the proposed By-Laws, and the Board of Directors adopted the same by majority vote.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE TELLICO VILLAGE PROPERTY OWNERS ASSOCIATION, INC.:

That in accordance with Article VIII of the Association's By-Laws and the requirements of the Tennessee Nonprofit Corporation Act, the Associations By-Laws are amended as follows:

The current language of Article IV, Section 1 shall be deleted in its entirety and the following language shall be inserted in lieu thereof:

Section 1. **Number, Term and Qualifications**: The affairs of the Association shall be governed by a Board of Directors composed of seven (7) persons. Each Director's term of office shall be for three (3) years. Elections for positions on the Board of Directors shall be staggered so that no more than three (3) Directors are elected in any given year. Beginning with the 2017 election, a Director may serve no more than two (2) consecutive full terms. Any Director who has served two (2) consecutive full terms must wait three (3) years before serving again on the Board of Directors; provided, however, that a Director who has, at or after that time, served two (2) or more consecutive full terms may run for a vacant position on the Board of Directors if there is no one else running for that position. The foregoing shall not require the removal of a Director before the natural expiration of his or her term. The foregoing shall also not prevent two (2) or more Directors who have served two (2) or more consecutive full terms from running against each other for a position that would otherwise be left vacant because there is no one else running for it. In the event of a vacancy on the Board of Directors under Article IV, Section 4 herein, any candidate elected by the remaining Directors to fill the vacancy shall be eligible to serve two (2) full terms following the completion of the vacated position's unexpired term provided that said unexpired term does not exceed eighteen (18) months. If said unexpired term exceeds eighteen (18) months, the replacement Board member shall be eligible to serve only one (1) additional full Board term. The term of office of a Director who is elected by the Association's members shall commence at the end of the Board of Director's meeting during which the election results for that Director position are certified by the Board of Directors. A Director's term of office shall continue until the Director's successor is duly elected and qualified and may be terminated prior to expiration in the manner provided in Section 3 below. The election year for each Director position shall be as follows, and every three years thereafter:

Position 1	2018
Position 2	2019
Position 3	2017
Position 4	2018
Position 5	2019
Position 6	2017
Position 7	2019

Effective the 15th day of March, 2023

Martin Inkrott, President

Bob Brunetti, Secretary

CHARTER

OF

FAIRFIELD GLADE COMMUNITY CLUB

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee General Corporation Act, adopts the following charter for such corporation:

1. The name of the corporation is

Fairfield Glade Community Club.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation in the State of Tennessee shall be P. O. Box 293, Crossville, County of Cumberland.

4. The corporation is not for profit.

5. The purposes for which the corporation is organized are:

To construct, maintain and operate recreational facilities, including marinas, golf courses, tennis courts, club houses, swimming pools, parks, playgrounds, streets, common areas and like facilities for the benefit of its members, and to do all other things incidental or desirable in connection therewith.

6. This corporation is to have members.

7. The directors of the corporation shall be divided into three (3) classes for terms of office which expire at different times.

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8. One-tenth (1/10) of the members of the corporation entitled to vote shall constitute a quorum.

Dated May 1, 1970.

Charles K. Winn
Incorporator

STATE OF TENNESSEE, CUMBERLAND COUNTY.
The foregoing instrument and certificate were noted in Note Book 2, Page 33 at 1:25 O'clock P.M. May 11 1970
and recorded in Misc. Book 82, Series ____ Page 45 State Tax Paid $ ____ Fee ____ Recording Fee 5 Total $ 5
Witness My hand.
Receipt No. 8755

Register

Tennessee Public Utility Commission List of Water and Waste Water Utilities

Type	Company Name
WasteWater	Aqua Green Utility Inc.
WasteWater	Berry's Chapel Utility, Inc.
WasteWater	Cumberland Basin Wastewater Systems, LLC
WasteWater	Glatfelter Sontara Old Hickory Inc
WasteWater	Greeneville Sewage, LLC
WasteWater	Integrated Resource Management, Inc.
WasteWater	Limestone Utility Operating Company, LLC
WasteWater	Old Hickory Water, LLC
WasteWater	Superior Wastewater Systems, LLC
WasteWater	Tennessee Wastewater Systems, Inc.

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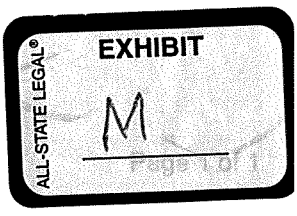
Type	Company Name
Water	Condo Villas of Gatlinburg Association, Inc.
Water	Glatfelter Sontara Old Hickory Inc
Water	Integra Water Tennessee, LLC
Water	Limestone Utility Operating Company, LLC
Water	Newport Resort Water System
Water	Old Hickory Water, LLC
Water	Tennessee Water Service, Inc.
Water	Tennessee-American Water Company

8

18



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R. JAN JENNINGS*
JOE P. LENISKI, JR.
DONALD L. SCHOLES
JAMES G. STRANCH, III
J. GERARD STRANCH, IV
JANE B. STRANCH

B. DENARD MICKENS
J. D. STUART
MICHAEL J. WALL

*ALSO ADMITTED IN GA

April 16, 2008

J. Richard Collier, General Counsel
Shilina Chatterjee Brown, Legal Counsel
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Inquiry regarding Wastewater Services Provided by Fairfield Glade Community Club

Dear Mr. Collier and Ms. Brown:

I am writing you in follow up to your letter to Gerry Miller of March 28, 2008, at the request of the Fairfield Glade Community Club. In that letter, you express an opinion that Fairfield Glade Community Club would not exempt from regulation as a public utility by the Tennessee Regulatory Authority (TRA) under T.C.A. § 65-4-101(7), as a "nonprofit homeowners association," in the event it contracts to provide wastewater treatment service beyond the property owners within the Fairfield Glade residential community.

Fairfield Glade Community Club is a Tennessee not-for-profit corporation and has been recognized as a tax-exempt not-for-profit 501(c)(4) corporation by the IRS. I have enclosed a copy of its corporate charter which states that it is a not-for-profit corporation. Under T.C.A. § 65-4-101(6)(E), "[a]ny cooperative organization, association or corporation not organized or doing business for profit" is a nonutility and is not subject to regulation by the TRA as a public utility. Because Fairfield Glade Community Club is a not-for-profit corporation, it clearly fits within this exemption and is not subject to regulation by the TRA.

Unlike the exemption from TRA regulation for a homeowners association set forth in T.C.A. § 65-4-101(7), the exemption for a not-for-profit corporation under T.C.A. § 65-4-101(6)(E) does not limit the exemption from regulation to a specific subdivision or geographic territory. Therefore, to the extent the wastewater system of Fairfield Glade Community Club provides sewer service to a commercial or residential customer outside of the Fairfield Glade residential community does not affect its classification as a nonutility as determined by the Tennessee legislature.

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2

I hope this letter explains why the sewer system of Fairfield Glad Community Club is not subject to economic regulation by the TRA. As a community wastewater system, Fairfield Glade Community Club is subject to all statutes and regulations of the Tennessee Department of Environment and Conservation for community wastewater systems.

Because Fairfield Glad Community Club is a nonutility under T.C.A. § 65-4-101(6)(E), I have advised it that it does not need to file an application for a certificate of public convenience and necessity. I am sending a copy of this letter to Darlene Standley since she received a copy of your March 28, 2008, letter to Gerry Miller.

I wanted to make you aware that Gerry Miller is not an authorized representative of Fairfield Glade Community Club. He is neither a board member nor officer of Fairfield Glade Community Club. He has not been authorized to speak on behalf of Fairfield Glade Community Club.

If you would like to discuss this issue further, please do not hesitate to contact me.

Sincerely yours,

Donald L. Scholes

DONALD L. SCHOLES

Enclosure
c: Harvey Hoffman (via fax and first class mail)
Darlene Standley

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JANE B. STRANCH

B. DENARD MICKENS
J. D. STUART
MICHAEL J. WALL

*ALSO ADMITTED IN GA

June 24, 2008

Via Hand Delivery

J. Richard Collier, General Counsel
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Inquiry regarding Sewer Services Provided by Fairfield Glade Community Club

Dear Richard:

I am writing you in follow up to our telephone conversation a couple of weeks ago regarding the position taken by me in my April 16, 2008, letter to you in which I asserted that the sewer collection and treatment system operated by Fairfield Glade Community Club is not subject to regulation by the Tennessee Regulatory Authority (TRA). I asserted that Fairfield Glade Community Club is a nonutility under T.C.A. § 65-4-101(6)(E) because it is a Tennessee nonprofit corporation.

You did not question whether a Tennessee nonprofit corporation is exempt from regulation by the TRA under T.C.A. § 65-4-101(6)(E). Instead you raised an issue about whether Fairfield Glade Community Club could actually provide sewer service under its charter as a Tennessee nonprofit corporation. Under its corporate charter Fairfield Glade Community Club was organized:

> To construct, maintain and operate recreational facilities, including marinas, golf courses, tennis courts, club houses, swimming pools, parks, playgrounds, streets, common areas and like facilities for the benefit of its members, and to do all other things incidental or desirable in connection therewith.

Under T.C.A. § 48-53-101 (copy enclosed), a Tennessee nonprofit corporation "has the purpose of engaging in any lawful business unless a more limited purpose is set forth in the charter." The legislature used very broad language when it described the type of businesses in which a nonprofit corporation can engage. A Tennessee nonprofit corporation can engage in *any lawful business*. The provision of sewer service is a lawful business. Therefore, Fairfield Glade

Community Club has the right and power to provide sewer service as a Tennessee nonprofit corporation.

Fairfield Glade Community Club was created before the legislature adopted the Tennessee Nonprofit Corporation Act in 1987. Paragraph 4 of its charter provides that the corporation is a not-for-profit corporation. Fairfield Glade Community Club became subject to the Tennessee Nonprofit Corporation Act pursuant to T.C.A. §§ 48-68-101(a) and 48-68-104 (4)(copies enclosed). Together these statutes operated to subject Fairfield Glade Community Club to the Tennessee Nonprofit Corporation Act and to designate Fairfield Glade Community Club as a mutual benefit corporation.

The sewer collection and treatment system operated by Fairfield Glade Community Club has been and is operated for the benefit of its members. The construction and operation of a sewer system certainly falls within the scope of "like facilities for the benefit of its members" as used in the purpose provision of its charter. The purpose provision of its charter permits Fairfield Glade Community Club "to do all other things incidental or desirable in connection" with its purposes. The supermarket to which Fairfield Glade Community Club is providing sewer service is an integral part of the Fairfield Glade Community. The supermarket is to be located on real property which is contiguous to the Fairfield Glade Community.

The extension and expansion of sewer service to any person or business who is not a member of the Fairfield Glade Community Club benefits the corporation's sewer system and is incidental and desirable in connection with the operation of its sewer system. Economically feasible expansions of the corporation's sewer system to obtain new customers increase the system's revenues and enhance the financial operation of the sewer system. Increased revenues from expansions of the sewer system provide a benefit to all the corporation's members who are served by the sewer system.

I hope that this letter has adequately addresses your concern about whether Fairfield Glade Community Club has the power to operate a sewer system as a Tennessee nonprofit corporation. A Tennessee nonprofit corporation can engage in any lawful business, including providing sewer service. No question should exist that the operation of the sewer system by the Fairfield Glade Community Club benefits its members and that service to persons or businesses outside the development is incidental and desirable to its members. To the extent any question exists about whether Fairfield Glade Community Club has the power to own and operate a sewer system is a corporate issue not a regulatory issue and is outside the scope of the TRA's authority granted to it by the legislature.

If I can provide any further information to you for you to response to my April 16, 2008, letter, please let me know.

Sincerely yours,

Donald L. Scholes

DONALD L. SCHOLES

Enclosures
c: Harvey Hoffman

TENNESSEE REGULATORY AUTHORITY

Eddie Roberson, Chairman
Tre Hargett, Director
Sara Kyle, Director
Ron Jones, Director

460 James Robertson Parkway
Nashville, Tennessee 37243-0505

June 26, 2008

VIA FACSIMILE AND U.S. MAIL

Donald L. Scholes, Esq.
Branstetter, Stranch & Jennings, PLLC
227 Second Avenue North, Fourth Floor
Nashville, TN 37201-1631

Re: Inquiry Regarding Sewer Services Provided by Fairfield Glade Community Club

Dear Don:

Thank you for your letters of April 16, 2008 and June 24, 2008 and the discussion we have had during the time period between those two letters. Your letter of June 24, 2008 is especially helpful in addressing the remaining concerns regarding the operation of the wastewater treatment system by Fairfield Glade Community Club. The documentation provided with your letters demonstrates that Fairfield Glade Community Club is a nonprofit corporation, not merely a nonprofit homeowners association, a premise which was relied upon in our letter of March 28, 2008 to Gerry Miller. Once we established that Fairfield Glade Community Club was operating as a nonprofit corporation, the issue became whether Fairfield Glade Community Club would be acting beyond the authority in its charter as a nonprofit corporation by performing a utility function. Your letter of June 24, 2008 points out that a nonprofit corporation can engage in "any lawful business unless a more limited purpose is set forth in the charter." (Tenn. Code Ann. § 48-53-107). You have interpreted the language in the charter of Fairfield Glade Community Club as broad enough to include the provision of wastewater treatment service to the supermarket in question because the supermarket "is an integral part of the Fairfield Glade Community" and "is to be located on real property which is contiguous to the Fairfield Glade Community."

The position set forth in our March 28, 2008 letter was not based on the fact that Fairfield Glade Community Club was operating the wastewater treatment system as a nonprofit corporation. In our prior review, as requested by a resident of Fairfield Glade, we examined only Tenn. Code Ann. § 65-4-101(7) and not Tenn. Code Ann. § 65-4-101(6)(E) in reaching our the conclusion that a Certificate of Convenience and Necessity ("CCN") was required for the operation of the wastewater treatment system.

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Based on the information you have provided in your April 16, 2008 and June 24, 2008 letters and through our discussion of this matter, the Legal Division of the Tennessee Regulatory Authority is of the opinion that because Fairfield Glade Community Club is a nonprofit corporation, a CCN is not required for its operation of a wastewater treatment system as you have described. The question of whether Fairfield Glade Community Club is operating beyond the scope of its nonprofit corporation charter is sufficiently addressed in your letter of June 24, 2008.

Should you have any questions regarding this letter, please do not hesitate to contact me.

Very truly yours,

J. Richard Collier

J. Richard Collier
General Counsel

C: Shilina Chatterjee, Counsel
Darlene Standley, Chief, Utilities Division

2022-2023
ANNUAL REPORT

ALL-STATE LEGAL®
EXHIBIT
P

TENNESSEE PUBLIC UTILITY COMMISSION

TENNESSEE PUBLIC UTILITY COMMISSION

502 Deadrick Street, 4h Floor
Nashville, Tennessee 37242-0001

February 5, 2024

The Honorable Bill Lee
Governor

The Honorable Randy McNally
Lieutenant Governor

The Honorable Cameron Sexton
Speaker of the House of Representatives

Members of the General Assembly,

It is with great pleasure that I present to you the 2022-2023 Annual Report of the Tennessee Public Utility Commission. This report has been prepared in accordance with Tennessee Code Annotated § 65-1-111.

The Commission has jurisdiction over Tennessee's investor-owned utility companies including electric, telephone, water and wastewater, and natural and methane gas. Further, the Commission serves as the agency that performs the safety inspections of intrastate natural gas pipelines and mediates consumer complaints against utility service providers.

Through our numerous consumer outreach efforts, the Commission continues to provide Tennessee citizens with information that can enhance their daily lives and provide protection and relief from unwanted telephone solicitations and fraudulent activities through the Tennessee Do Not Call/Text program. The Commission also serves the hearing and/or visually impaired populations with its Telecommunications Devices Access Program (TDAP). It provides telecommunication devices for eligible Tennesseans. In addition, the Commission has initiated efforts to promote safety awareness. The state's underground utilities, through the Underground Utility Damage Prevention Act, is an effort designed to prevent harm to people, property, and underground utility facilities. The provisions of the Act are codified in Tenn. Code Ann. § 65-31-101 et al. of which the Commission's role is to assist the Underground Utility Damage Enforcement Board by providing administrative and investigative support.

We remain focused on the work that we have been entrusted to perform, as well as the role we play in protecting Tennessee consumers and maintaining an environment that is vigorously competitive. To the members of the Tennessee General Assembly, we look forward to working with you in continued service to the citizens of the Volunteer State.

Warmest Regards,

Earl R. Taylor,
Executive Director

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Tennessee Public Utility Commission, Authorization No. 316275, January 2024.

Commission Overview

The Tennessee Public Utility Commission, formerly the Tennessee Regulatory Authority, is the governing body to regulate investor owned public utilities in Tennessee. The Commission's mission is to ensure the safe and reliable provision of public utility services to the citizens of Tennessee.

In 2021, Public Chapter 583 was enacted which added two more commissioners. As a result, the agency has seven commissioners, each of whom serve on a part-time basis. The Governor, the Lieutenant Governor and the Speaker have two appointments each. The seventh appointment is selected by all three appointing authorities. Commissioner John Hie is the joint appointment. Commissioners David F. Jones and Herbert H. Hilliard are governor appointees. Commissioners Clay R. Good and Robin L. Morrison are Lt. Governor appointees and Commissioners Kenneth C. Hill and David Crowell are House Speaker appointments.

Earl R. Taylor was appointed Executive Director of the Tennessee Public Utility Commission in 2012 by Governor Bill Haslam, Lieutenant Governor Ron Ramsey and House Speaker Beth Harwell and reappointed by the commissioners in 2021 to a three year term.

The Executive Director has the principal responsibility of implementing the broad strategies, goals, objectives, long-range plans, and policies of the Commission. Among the Executive Director's duties, which are not limited to the following list, are to:

- ◊ Serve as chief operating officer of the Commission responsible for the day-to-day management of the Commission and the supervision and hiring of all staff members within the limits of available funds authorized from time to time by the legislature
- ◊ Administer, monitor and review the operating procedures of each division of the Commission ensuring that each employee and division of the Commission fully executes in an efficient and economical manner, the separate duties assigned to each
- ◊ Submit rules and policies for approval by the Commission
- ◊ Implement and administer rules and policies for the efficient and economical internal management of the Commission
- ◊ Coordinate the preparation of the report to the General Assembly as required by Tennessee Code Annotated Section 65-1-111
- ◊ Supervise the expenditure of funds and compliance with all applicable provisions of state and federal law in the receipt and disbursement of funds

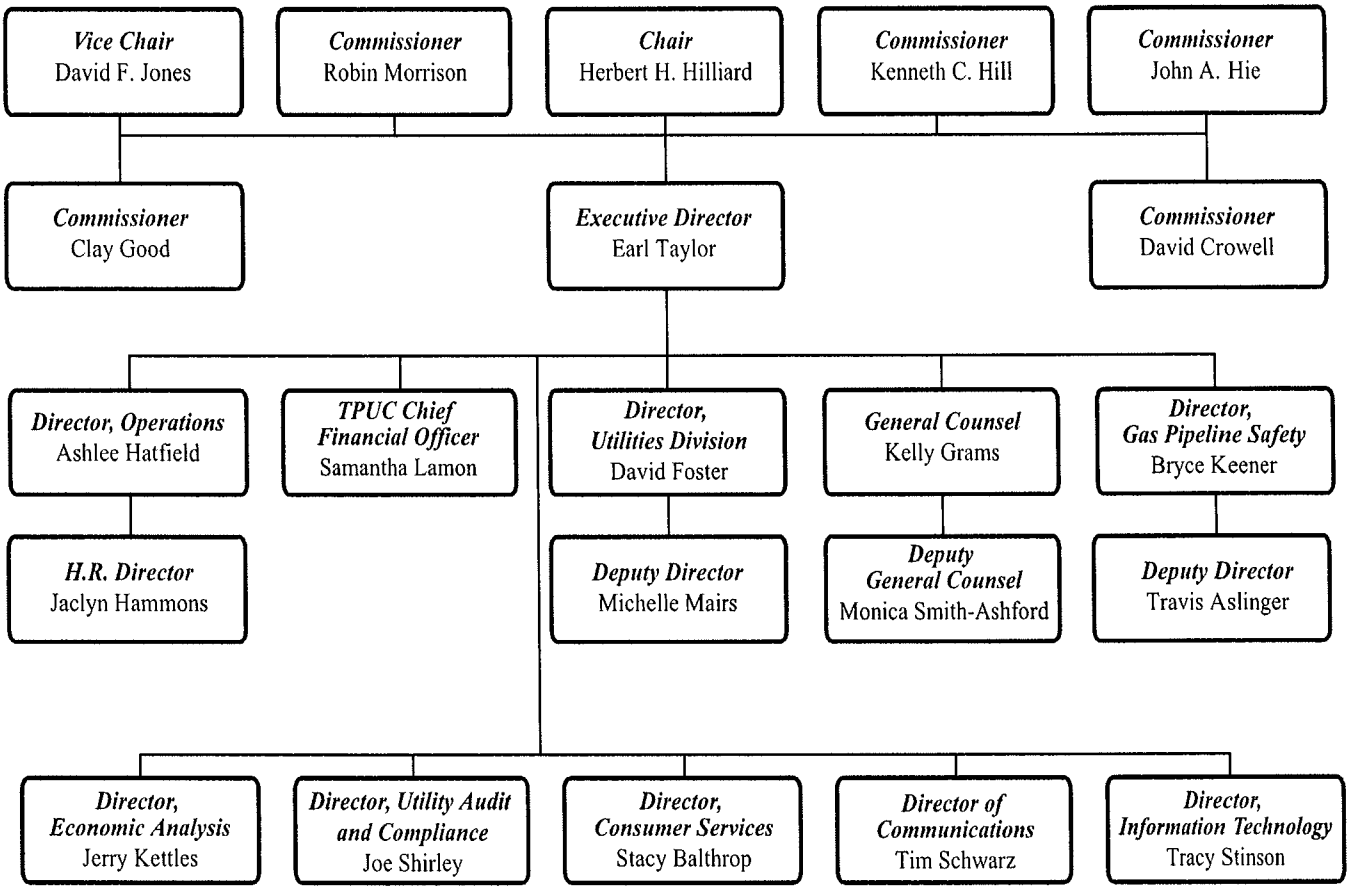
Commission staff includes accountants, administrators, attorneys, consumer specialists, economists, engineers, information technology specialists, a consumer outreach manager, and administrative support.

The Commission has jurisdiction over public utilities including:

- ◊ Electric companies
- ◊ Telephone companies
- ◊ Water and wastewater companies
- ◊ Natural gas companies
- ◊ Methane gas companies

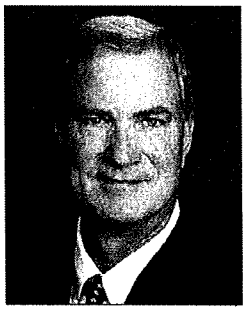
The Commission is financially independent of Tennessee's general fund. The Commission's operational expenses are covered wholly by the industries it regulates, with a small portion coming from the federal government.

Tennessee Public Utility Commission Organization Chart and Staffing Levels



As of July 1, 2022, the Tennessee Public Utility Commission was budgeted for 62 total positions. As of June 30, 2023, the Commission had 52 filled positions and 10 vacancies.

Commission Leadership



Earl R. Taylor,
Executive Director

Earl R. Taylor was appointed to the Tennessee Public Utility Commission as Executive Director in 2012 by Governor Bill Haslam, House Speaker Beth Harwell, and Lieutenant Governor Ron Ramsey and has been subsequently reappointed by the Commissioners.

Taylor received a Bachelor of Science degree from the University of Tennessee at Knoxville and a Juris Doctor from the University of Memphis School of Law. He began his career as an attorney in his hometown of Johnson City.

Later professional endeavors included the development of WKXT-TV, the CBS Television affiliate in Knoxville, and the subsequent launch of the Warner Brothers affiliate in the same market. Most recently, Taylor has been a franchisee of Panera Bread, developing bakery-cafes in Florida, Texas, and Louisiana.

Actively engaged in his community, he has served as a mentor in the Knoxville Fellows program, as a commissioner for the Metropolitan Knoxville Airport Authority, and on the Knoxville Young Life Committee. As Executive Director of TPUC, he functions as the Commission's Chief Operating Officer, responsible for the agency's administrative duties and responsibilities. Mr. Taylor is married to Sheryl Dawson Taylor. They have four children and 12 grandchildren.

Herbert H. Hilliard,
Chairman

Commissioner Hilliard was appointed to the Tennessee Public Utility Commission in 2012 by Governor Bill Haslam and reappointed in 2023.

Commissioner Hilliard served as Executive Vice President and Chief Government Relations Officer for First Horizon National Corporation. In this role, he was responsible for the corporation's lobbying activities at the federal and state levels. He is a forty-three-year veteran of the company, having joined First Horizon in 1969 after earning a BBA in Personnel Administration and Industrial Relations from the University of Memphis. Prior to his current role, he was Executive Vice President and Chief Risk Officer. Hilliard retired from First Horizon National Corporation on September 26, 2012.

Commissioner Hilliard is active in the community, currently serving as Chairman of the Board of Directors of The National Civil Rights Museum.

He was Chairman of the Memphis Housing Authority Board from 1992–1993, Chairman of the United Way General Fund Drive in 1987, and Chairman of the Annual NAACP Freedom Fund Dinner in 1988. He is a past member of the Memphis Park Commission, the University of Memphis National Alumni Board, the University of Memphis Foundation Board, and the Boards of Directors for the Chickasaw Council of the Boy Scouts of America and the Memphis Convention and Visitors Bureau.

Commissioner Hilliard has completed additional studies at the Southwestern Graduate School of Banking at Southern Methodist University, the Tennessee Executive Development Program at the University of Tennessee at Knoxville, Cornell University's Executive Development Program, and Crosby Quality College.

Commission Leadership (cont.)

David F. Jones, Commissioner, Vice Chair

Commissioner Jones was reappointed to the Commission by Governor Bill Haslam, Lieutenant Governor Randy McNally, and House Speaker Beth Harwell in 2018. He is the Commission's past Chairman and serves on the National Association of Regulatory Utility Commissioners (NARUC) Gas Committee.

Commissioner Jones is former CEO of Complete Holdings Group and EnableComp LLC, a complex medical claims (workers' compensation, motor vehicle accidents, Veterans Administration, and denials resolution and prevention) revenue cycle solutions company to more than 800 hospitals across 42 states. Commissioner Jones joined EnableComp in 2009 as President and became President/CEO in 2016. EnableComp has been recognized on the Inc. 5000 List as one of the fastest-growing companies in America. It has also been recognized by The Tennessean as a "Top Workplace" in 2019, 2020, and 2021; earned the *Nashville Business Journal's* "Best in Business Award"; been included on Becker's "Top 150 Workplaces in Healthcare 2019" list; and been a Tennessee Center for Performing Excellence award winner. EnableComp has offices in Franklin, Tennessee, and Tullahoma, Tennessee, and has over 500 employees. In late 2021, Welsh Carson bought the company and Commissioner Jones retired as its CEO.

Prior to joining EnableComp, Commissioner Jones spent 29 years in the energy industry with the nation's largest natural gas interstate transmission company where he worked as an executive in a variety of areas, including Field Operations and Human Resources. He served in leadership roles on several key industry committees and task forces with the Southern Gas Association, American Gas Association, and the Interstate Natural Gas Association of America. He is a certified facilitator/ executive coach working with CEOs and owners of private businesses where he helps these entrepreneurs to scale their businesses.

Commissioner Jones is a native of Portland, Tennessee, and graduated with honors with a B.S. in Business from the University of Tennessee at Knoxville, and an MBA from the University of Houston. He is the author of the book, *Surviving and Thriving After Losing Your Job*. He and his wife have been married over 40 years and have two children and six grandchildren.

David Crowell, Commissioner

Commissioner Crowell was appointed to the Tennessee Public Utility Commission in 2022 by Speaker of the House Cameron Sexton.

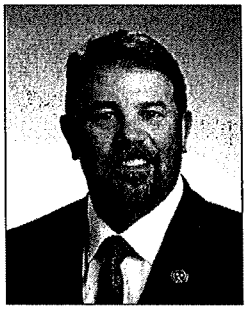
Commissioner Crowell recently retired from Shelbyville Power, Water and Sewerage System after serving 37 years in various roles including accountant, office manager, assistant general manager, and the last 21 years as general manager. Commissioner Crowell's earlier work experience includes sales tax auditor for the State of Tennessee and staff accountant with Winnett Associates CPA Firm.

Commissioner Crowell is active in his community, serving as Chairman of the Shelbyville/Bedford County Industrial Development Board and Chairman of the Tennessee Walking Horse National Celebration Board. He is a former board member of the Shelbyville/Bedford County Chamber of Commerce, the Tennessee Municipal Electric Power Association, the Middle Tennessee Industrial Development Association, the Central Service Association, and the Bedford County Joint Economic Development Board.

After graduating from Shelbyville Central High School in 1979, Commissioner Crowell received a Bachelor of Business Administration degree from Middle Tennessee State University in 1983.

Commissioner Crowell and his wife, Tammy, reside in Shelbyville. They have one son, Josh (Brandi) Crowell; one daughter, Dr. Chelsey (Zack) Gregory; and three granddaughters, Olivia Crowell, Sarah Cate Gregory, and Lucy Gregory.

Commission Leadership (cont.)



Clay R. Good, Commissioner

Commissioner Good was appointed to TPUC in 2021 by the Honorable Randy McNally, the Lieutenant Governor and Speaker of the Senate.

Commissioner Good graduated with honors from Clinton High School in 1978. In his senior year he was inducted into the National Football Foundation Hall of Fame for his leadership on the field and in the classroom.

He completed undergraduate studies at Middle Tennessee State University and was accepted into the University of Tennessee College of Pharmacy at the University of Tennessee Center for Health Sciences in Memphis.

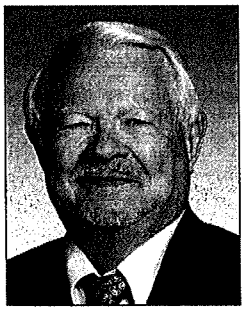
Upon graduating from pharmacy school, Dr. Good returned to the Clinton community where he began his pharmacy practice at the Methodist Medical Center of Oak Ridge, Tennessee. Early in his career at Methodist, Dr. Good was the Supervisor of Sterile Compounding. He served as Co-Chairman of the Methodist Medical Center's Institutional Review Board as well as serving on Methodist's Ethics Committee, Executive Cancer Committee, and the Methodist Medical Center Palliative Care Team. He also served as Chairman of the Board of Directors for the Methodist Medical Center Foundation. In addition, Dr. Good practiced pharmacy in long-term care as the Director of Pharmaceutical Services at NHC Healthcare of Oak Ridge.

For more than a decade, Commissioner Good was the Service Chairman for the American Cancer Society in Anderson County where he helped cancer patients and their families. Clay was the recipient of the State of Tennessee's Outstanding Achievement Award for his work with Methodist's Oncology Department and the American Cancer Society.

Dr. Good retired from NHC Oak Ridge in 2018 after 32 years and retired from full-time practice at Methodist Medical Center in 2021; however, he remains on the hospital's clinical staff.

Commissioner Good also served on the State of Tennessee's Commission for the Future of TennCare from 2000 to 2003.

Dr. Good has been involved with the City of Clinton serving as a Commissioner on the Mayor's 21st Century Commission and was subcommittee Chair for the revitalization of Clinton's Historic Downtown. Commissioner Good also served on the City of Clinton's Retail Task Force and the Board of Directors for the Anderson County Chamber of Commerce.



John Hie, Commissioner

Commissioner Hie was appointed to TPUC by Governor Bill Haslam, Lieutenant Governor Randy McNally, and House Speaker Beth Harwell in 2018. Commissioner Hie was born in a small village outside of Dachau, Germany, to parents that fled Hungary in January of 1945, as the Red Army was fighting in and around Budapest. Along with a small caravan of ox carts, his family moved across Hungary and Austria to settle in Bavaria, Germany. Eventually John and his four siblings, along with their mother and father, left the seaport town of Bremerhaven, Germany, on board the USS General A. W. Greenly and arrived in the United States at the port of New Orleans in October of 1951. The Hie family came to the U.S. as part of the Displaced Persons Act of 1948—an act on the part of the federal government authorizing the admission into the U.S. of a limited number of Europeans displaced following World War II. The Hie family's admission into the U.S. was sponsored by a farmer in Maury County, Tennessee; and following their transition to Middle Tennessee, the Hie family immediately began to learn the English language and the culture of the south.

Commissioner Hie attended grammar school in a two-room schoolhouse and graduated from Columbia Central High School in Columbia, Tennessee. At that time, there were several smokestack industries in Maury County that provided jobs for summer employment. These jobs, along with some scholarships, paid for Commissioner Hie's college education. Commissioner Hie graduated from the University of Tennessee's College of Pharmacy in 1969 and was drafted into the army the following year. His pharmacy training enabled him to work as a pharmacist at Walter Reed Army Medical Center—which he describes as an invaluable experience. After an honorable discharge from the army, Commissioner Hie and a business partner opened their own drugstore and ran it for ten years before selling it.

Commissioner Hie transitioned from the world of pharmacy to the world of finance, beginning work for the venerable J.C. Bradford investment firm in 1984 where he advised clients about their investments. After the sale of J.C. Bradford in the year 2000, John went to work for the investment firm Stephens, Inc., of Little Rock, Arkansas. John eventually retired from Stephens in 2015 to spend more time with family and friends, although he still works a few hours a week at Carezone Pharmacy in Nashville. John and his wife, Trish, have one son, one daughter-in-law, one grandson, AJ, and one grand dog named Luna.

Commission Leadership (cont.)

Dr. Kenneth C. Hill, Commissioner

Dr. Kenneth C. Hill, a native of Morrison City (North Kingsport), was appointed to TPUC by Lt. Governor Ron Ramsey in 2009 and reappointed in 2014. He was reappointed in 2020 by the Honorable Cameron Sexton, Speaker of the Tennessee House of Representatives.

Since his appointment, Dr. Hill has served as Chairman of TPUC and is currently active with the National Association of Regulatory Utility Commissioners (NARUC) and the Southeastern Association of Regulatory Utility Commissioners (SEARUC). He presently serves as SEARUC's President. He is a member of the NARUC Committee on Water, the NARUC Committee on International Relations, and the NARUC Subcommittee on Clean Coal Carbon Sequestration.

Dr. Hill is a member of the Board of NARUC and was formerly a member of the International Confederation of Energy Regulators (ICER) and the ICER Working Group for Small Energy Consumers, as well as a former mentor in the ICER Women In Energy Mentoring Program.

Dr. Hill has been a presenter at the NARUC and SEARUC annual meetings. He has also been a presenter and participant at the National Association of Water Companies (NAWC) Water Summit, the NAWC Commissioners' Forum, and the Emerging Issues Policy Forum (EIPF) (Energy) multiple times. Additionally, he has been a panelist at the NAWC Southeastern Chapter Conference, as well as the United States Department of Energy Industrial Energy Efficiency Conference in Little Rock, Arkansas.

During his tenure with TPUC, he has also served as a member of the Tennessee State Information Systems Council; member of the Board of the Organization of PJM States, Inc. (OPSI); member of the Eastern Interconnection States Planning Council (EISPC); delegate to the 5th and 6th World Forum on Energy Regulation (WFER); and a Tennessee Team Member of the National Governors' Association Policy Academy on Enhancing Industry through Energy Efficiency and Combined Heat and Power.

Dr. Hill has been active in communications and broadcasting throughout his adult life, having been involved for more than four decades in virtually every aspect of radio. For the past forty years, Dr. Hill has been President and CEO of the nonprofit Appalachian Educational Communication Corporation (AECC) in Bristol, Tennessee. AECC is the licensee of WHCB 91.5 FM. Dr. Hill has also provided consulting services for nearly 40 years in the areas of technical writing and editing, public relations, proposal writing and editing, independent R&D documentation, government relations, corporate and business communication, media acquisition, media appraisal, and media utilization.

He earned his Bachelor of Science degree in Speech (Broadcasting) and History from East Tennessee State University; a Master of Science degree in Speech (Broadcasting) from Indiana State University; a Bachelor of Arts degree in Biblical Studies from Baptist Christian College; a Master of Religious Education from Manahath School of Theology; and a Doctor of Religious Education from Andersonville Baptist Seminary. Dr. Hill and his wife, Janet, reside in Blountville, Tennessee.

Robin L. Morrison, Commissioner

Commissioner Morrison was appointed to TPUC by House Speaker Beth Harwell in 2013 and reappointed in 2020 by Lieutenant Governor Randy McNally. Commissioner Morrison currently serves as a Vice President and a Private Client Relationship Manager for one of the South's largest banks, First Horizon—formerly known as First Tennessee. She brings to TPUC broad experience in customer relations, business management, and federal and regulatory compliance.

A graduate of the University of Tennessee at Chattanooga with a Bachelor of Business Administration degree in Finance, Commissioner Morrison possesses a comprehensive background in banking and finance. She has obtained her Series 7/63 financial licenses to sell securities and is also licensed to sell life and health insurance.

In addition, Commissioner Morrison is a graduate of both the Southeastern School of Banking and Leadership Chattanooga. She is active in leadership roles in her community, having served on the boards of the South Broad Redevelopment Group, Junior League of Chattanooga, and the Chattanooga Chamber of Commerce's Southside Council. She serves on the Executive Board of Chattanooga Ballet and is a member of Chattanooga Women's Leadership Institute.

Our Mission

To ensure the safe and reliable provision of public utility services to the citizens of Tennessee.

The Commission's mission is fulfilled through three major operational components: consumer assistance and regulatory oversight of utility operations and market conditions, and public safety of underground utilities.

Consumer Assistance Component

The Commission offers an efficient forum for the filing, investigation, and hearing of consumer complaints against regulated utilities. The Commission also engages in consumer outreach activities in an effort to educate consumers on its services and the regulated utilities.

The Commission manages consumer-friendly programs such as the Do Not Call, Do Not Text, and Do Not Fax Programs, the Telecommunications Devices Access Program (TDAP), and the National Deaf & Blind Equipment Distribution Program (iCanConnect).

Regulatory Oversight Component

The Commission has regulatory oversight over privately-owned utilities serving Tennessee consumers. The Commission provides an accessible and efficient process that is fair and unbiased. Through this process, the Commission evaluates many items including requests for rate modifications, applications for authority to provide service, requests for approval of financing transactions, requests for approval of mergers, petitions for transfer of authority to provide service, numbering appeals, requests for numbering allocations, requests for rule modifications, petitions for approval of interconnection agreements and utility-to-utility complaints. The Commission also monitors utility markets to evaluate current trends and determine the need for future action.

Underground Utility Damage Prevention

As delegated by the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration, the Commission ensures the safety of natural gas distribution and transmission pipeline facilities in the state.

The Commission seeks to ensure the protection of the state's underground utility infrastructure. As such, the Underground Utility Damage Prevention Act, signed into law in 2015, is designed to prevent harm to people, property, and underground utility facilities. The provisions of the Act are codified in Tenn. Code Ann. § 65-31-101 et al., and the Commission's role is to assist the Underground Utility Damage Enforcement Board by providing administrative and investigative support on matters related to underground utilities.

Utilities Under the Commission's Jurisdiction

The following are the number of utilities under the jurisdiction of the Tennessee Public Utility Commission as of June 30, 2023.

Energy and Water	
Electric	4
Natural Gas Pipeline Companies	7
Water & Wastewater	20
Methane Gas Provider	1
Telecommunications	
Competing Telephone Service Providers	143
Customer Owned-Coin Operated Telephone Providers	24
Incumbent Telephone Companies	26
Resellers and Operators Service Providers, Long Distance Facility Providers	142
Gas Pipeline Safety	
Intrastate Pipeline	16
Liquefied Natural Gas (LNG) Operators	2
Master Meters	24
Housing Authorities	17
Municipalities	70
Utility Districts	23
Private Utilities	6
Apartments/Condos	6
Military Base (Fort Campbell)	1
Transmission	14
Gathering Line Type A	2
Total Public Utilities	**548**

Budget Summary

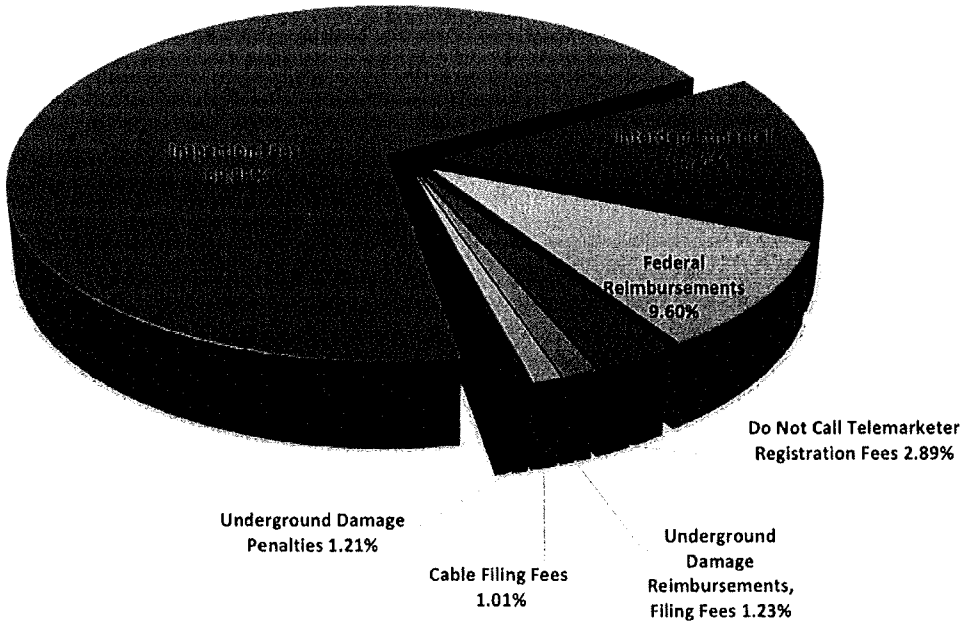
Appropriations, Fees, and Expenditures

The Tennessee Public Utility Commission (TPUC) budget for fiscal year 2022-2023 (FY22-23) was $9,688,300. Actual expenditures by the agency during the fiscal year totaled $7,957,200. This represented a total savings of $1,731,100 (24.2%) from budgeted expenditures.

Total revenues collected by the TPUC during FY22-23 were $9,054,900. The majority of the revenue was derived from utility inspection fees paid by the public utilities regulated by the Commission. Total inspection fee revenue collected during FY22-23 was $6,507,000. In addition to inspection fee revenue, the TPUC received $1,200,800 in interdepartmental revenue related to the TDAP/Relay program, $811,500 in federal revenue, $244,000 in registration fees from telemarketers for the "Do Not Call" program, $98,900 in current services fees attributable to reimbursements related to the Underground Utilities Damage Enforcement Board, $85,100 in annual fees from cable companies, $102,500 in penalties collected by the Underground Utilities Damage Enforcement Board, and $5,100 in filing fees.

All TPUC revenues, except for revenue received from contributions for TDAP and penalties levied by the Underground Utilities Damage Enforcement Board, are earmarked for the Public Utilities Account and are to be used to defray the cost of operations by the TPUC. Should revenues in future fiscal years not be sufficient to cover the costs of the TPUC for a given fiscal year, the deficit would be funded by the Public Utilities Reserve Account. As of June 30, 2023, the Public Utilities Reserve Account balance was $7,159,400. The TDAP Program revenue is specifically earmarked for the purchase of TDAP equipment for the qualifying disabled citizens of Tennessee and the administration of the program. The TDAP Reserve Account had a balance of $679,700 as of June 30, 2023. The Underground Utilities Damage Fund had a balance of $176,900.

TPUC FY 22-23 Revenues



Consumer Services Division

Stacy Balthrop, Director

Mission

To ensure consumers receive an adequate level of service from regulated companies and to educate consumers regarding changes and new programs in the regulated utility sector. This mission is accomplished through monitoring services utilities provide using quality of service reports and test, initiating investigations, and mediating consumer-utility disputes resulting from consumer complaints.

Duties include:
The Consumer Services Division ("CSD") is responsible for monitoring the quality of services provided by regulated utilities and enforcing the rules and regulations of the Commission. One aspect of this responsibility is to investigate and mediate consumer complaints filed against regulated utilities pursuant to T.C.A. § 65-4-119, 65-4-401 et seq., and 65-4-501 et seq.

The CSD also performs other functions such as administering the Do Not Call telemarketing initiative through the registration of telemarketing companies, maintaining the Do Not Call Register, and administering the Do Not Fax Program which is designed to prevent unsolicited faxes.

The CSD administers the Telecommunications Devices Access Program ("TDAP"), which is designed to improve access to the telephone network by distributing equipment to assist individuals with disabilities. Additionally, the CSD monitors the operation of the Captioned Telephone and Tennessee Relay Center for individuals with a hearing loss or speech disability.

The CSD provides recommendations in enforcement actions involving utilities and telemarketing solicitors not in compliance with state law or the rules and regulations of the Commission.

Major Activities
- Received 714 consumer complaints filed against utility companies.
- Distributed 420 TDAP devices to Tennessee residents who qualified for assistive communication devices.
- The Tennessee Relay Service call center processed approximately 72,239 calls during the fiscal year.
- Administratively reviewed the reported operational practices of the Tennessee Relay Center to ensure that it is complying with the Commission's rules and regulations.
- Received 370 Underground Utility Damage prevention complaints.

The CapTel Service is designed to assist individuals who are late deafened or hard of hearing to make and receive telecommunications calls with a captioning display feature offered by this service. The CapTel Service processed 27,283 calls during the fiscal year.
- Administratively reviewed the reported operational practices of the Tennessee CapTel Service to ensure that it is complying with the Commission's rules and regulations.

At the end of the fiscal period, 5,624,654 Tennesseans registered with the "Do Not Call" program and 195 active telemarketers had registered as solicitors. The Commission received 332 "Do Not Call" telemarketing complaints by consumers against telemarketing companies.

Communications Division

Tim Schwarz, Director

Mission

The mission of the Communications Division is to advance and support the Tennessee Public Utility Commission's larger role of promoting the public interest through consumer outreach & education, external & internal communication, legislative and policy initiative and Title VI compliance.

The duties of the Division include responding to media inquiries on matters related to the Commission's regulatory jurisdiction and providing timely responses to requests for information from media outlets, utility regulatory trade publications and other utility industry organizations. In addition, the Division prepares and provides communications counsel to staff in handling media interviews.

The Division writes and issues press releases on the Commission's regulatory actions, manages its social media pages, and oversees the agency's special reports, including its Annual Report to the Tennessee General Assembly, its Title VI Report to the Tennessee Human Rights Commission and Affirmative Action report to the Tennessee Division of Human Resources. The Division ensures that compliance

continued on next page

is maintained for the agency's forms and documents and engages in consumer outreach to inform the general public of the Commission's programs and services. The legislative and policy activities of the Division are predicated on the principle of protecting the agency's interests and priorities at the state legislature. There are a number of ways which include, but are not limited to, assisting the agency in framing policy; drafting legislation and amendments; and representing the agency as an advocate, in support of or against legislation. The agency identified, influenced and tracked 64 bills during the first session of the 113th Tennessee General Assembly.

Economic Analysis

Jerry Kettles, Director

Mission

The primary function of the TPUC's Economist (TE) is to conduct research and formulate recommendations on economic and policy matters pending before the Commission.

The TE is responsible for crafting recommendations concerning cost of capital and the return on equity in rate case proceedings. The TE provides analytic support to other groups within the TPUC on a diverse range of topics including financial derivatives used in the natural gas industry, implementation of orders issued by the Federal Communications Commission and interpretation of statistical analysis. The TE identifies and analyzes market trends that may impact regulation or consumers in natural gas, electric, water, wastewater, and telecommunications markets. The TE also has responsibility for analysis of mergers, acquisitions and the issuance of financial instruments by public utilities. The TE often coordinates agency staff and rule making actions initiated by the agency. The TE also produces several reports for the agency and completes special projects as requested by the Executive Director and Commissioners.

Gas Pipeline Safety Division

Bryce Keener, Director
Travis Aslinger, Deputy Director

Mission

The mission of the TPUC's Gas Pipeline Safety Division (GPSD) is to contribute to the safety and reliability of natural gas distribution and transmission pipeline facilities and to minimize the risk to public health and safety associated with the accidental release of natural gas.

Chapter 601, Title 49 of the United States Code provides the statutory basis for the pipeline safety program. Chapter 601 establishes a framework for promoting pipeline safety through Federal delegation to the States for all or part of the responsibility for intrastate pipeline facilities under annual certification or agreement. Chapter 601 authorizes Federal grants-in-aid of up to 80 percent of a State agency's personnel, equipment, and activity costs for its pipeline safety program.

The State of Tennessee enters into certification agreement each year with the Secretary of the Department of Transportation and accepts the responsibility for regulation of intrastate natural gas pipeline facilities. The program is administered by the DOT Pipeline and Hazardous Materials Safety Administration (PHMSA) and the TPUC is the regulating state agency. The GPSD enforces safety regulations in accordance with the Tennessee Code Annotated ("Tenn. Code Ann.") § 65-2-102, the Tennessee Comprehensive Rules and Regulations ("Tenn. Comp. R. & Regs.") 1220-04-05 and Title 49 of the Code of Federal Regulations ("CFR") Chapter 1, Subchapter D, Parts 191, 192, 193, 195 and 199 as incorporated in the Tennessee rules by reference.

Natural gas is transported statewide through approximately 40,000 miles of distribution and transmission lines that provide service to over 1,356,000 customers. Distribution operators range in size from 8 to 307,000 customers and include 6 private companies, 70 municipalities, 24 utility districts, 2 liquefied natural gas plants and storage facilities, 7 apartment complexes, and 18 housing authorities. There are 18 jurisdictional intrastate transmission lines.

All natural gas operators are required by code to maintain records, compile reports, update operation and maintenance plans, and promptly repair hazardous leaks. The GPSD has nine inspectors who logged a minimum of 85 inspection days per calendar year.

Information Technology Division

Tracy Stinson, Director

Mission

The mission of the Information Technology Division (IT) is to provide, support, and protect hardware and software computer systems used by the staff of the Tennessee Public Utility Commission. The Division strives to meet the professional needs of its own staff members through training, team building, challenging work, recognition and personal and professional growth.

The division consists of an IT Chief and Executive Assistant.

Duties of the Information Technology Division:

- ◊ Develop the Information Systems three year plan
- ◊ Develop and maintain the Commission LAN
- ◊ Procure and maintain Commission desktop computer systems
- ◊ Develop new software systems
- ◊ Monitor software license needs
- ◊ Enforce state network acceptable usage policy
- ◊ Provide information resource training to Commission staff and IT staff
- ◊ Develop and administer Commission databases
- ◊ Oversee computer hardware inventory management
- ◊ Provide technical support and training to Commission staff
- ◊ Provide technical advice to Commission leadership

Legal Division

Kelly Cashman-Grams, Esq.
General Counsel

Mission

To provide the Tennessee Public Utility Commission, its staff, and the administratively attached Underground Utility Damage Enforcement Board and Executive Committee with sound and timely legal advice, effective counsel in the deliberative process, and zealous representation before state and federal agencies and reviewing courts.

The division's key responsibilities include:

Legal Advice & Counsel

- Provide legal advice, analysis, and recommendations to the Commission, its Executive Director, and staff on legal and regulatory matters related to the its jurisdiction and authority to ensure legal policy and procedural sufficiency and verify consistency with Commission and Board precedents;
- Provide administrative support and counsel to the Board on matters related to Tenn. Code Ann. § 65-31-101 et seq.;
- Review proposed and newly enacted legislation for potential legal and policy effect on the Commission and Board; and,
- Review and coordinate the execution and renewal of Commission procurement contracts with outside vendors.

Representation

- Represent the Commission and its Commissioners in their official capacities, in litigation before the courts, including in all appellate review of Commission orders;
- Represent the Commission in enforcement actions brought against regulated entities for violations of Commission statutes and rules;
- Represent staff designated as parties in contested case proceedings and the Commission's Consumer Services Division staff in its investigative support functions performed for the Board;
- Advocate for Commission and Board proposed rules and legislation; and,
- Appear with Commission and Board personnel that have been requested to provide testimony in legislative hearings before the Tennessee General Assembly;

Case Administration

- Serve as Hearing Officers in contested case proceedings involving substantive and complex utility and business issues, render determinations on the merits as directed, and prepare cases for hearing before the Commission and Board;
- Collaborate with Commission staff and the Board in the development of rulemakings and drafting rules to be promulgated by the Commission and Board;
- Prepare all notices and orders memorializing the actions of the Commission and Board within all statutory and other required deadlines; and,
- Maintain official Commission records in compliance with law and agency policy, coordinate and respond to public records requests, and process all utility docket filings.

Throughout the 2022–2023 fiscal year (FY23), the Commission opened 131 new dockets and processed over 1200 filings in 235 docketed matters. The division provided advice and counsel, representation, and case administration for the Commissioners and staff in most of these dockets. During the year, the division drafted 69 final agency orders issued by the Commission as well as approximately 107 delegated orders and 59 interconnection agreement approval notices issued by staff.

During FY23 division personnel provided advice and counsel, representation, and case administration to the Board and investigative staff, receiving and resolving approximately 370 complaints. On behalf of the Board, division personnel opened six and resolved four (three from FY23 and one from fiscal year 2021-2022) contested case matters where a violator disputed issued citations. Also, division personnel opened and resolved three show cause proceedings for failure to comply with an issued citation. Lastly, division staff issued eight delegated orders in contested and show cause proceedings.

Utilities Division

David Foster, Director

Mission

To provide the Commissioners of the TPUC with detailed technical and financial analyses to aid the Commissioners in making informed decision on issues related to the establishment of just and reasonable rates for public utilities, audits results, new certificates of service and telecommunications issues related to the continued development of competitive markets.

The division is comprised of ten full-time and three part-time employees with diversified experience and background. The Staff's credentials and background consist mainly of Certified Public Accountants along with an engineer. The Staff has over 260 years of combine experience in the utility industry.

The division is responsible for analyzing all utility petitions relating to rate changes for investor owned electric, gas, telecommunications, water and wastewater service utilities operating within the state. Of note, the Commission regulates rates for approximately 425,000 residential, commercial and industrial customers receiving natural gas service in Tennessee (primarily Chattanooga and the metro Nashville area); 49,000 electric customers in the Kingsport; and 84,000 water customers in Chattanooga, while maintaining regulatory oversight over approximately 150 individual water and wastewater systems.

The financial analysis focuses on establishing a reasonable return the utility can earn on its investment as well as establishing a reasonable amount of prudent expenses to be recovered. The division also develops and recommends rate designs for customer classes, e.g., residential, commercial and industrial. Each utility segment also has unique characteristics and distinctive federal and state mandates for review.

The division works closely together with smaller utilities especially water and wastewater in order to ensure their viability both financially and from a quality of service standpoint. The larger utilities (e.g., Piedmont Natural Gas, Atmos Energy, Chattanooga Gas, Tennessee-American Water and Kingsport Power) are continually monitored from a financial/rate standpoint. The division also conducts a series of annual audits on utilities regarding their financial status and for compliance with TPUC rules and applicable state and federal laws, orders and tariffs.

Appendix A

Significant TPUC Proceedings for the 2022-2023 Fiscal Year Include:

TPUC Dockets

- *In Re: Docket to Investigate and Consider Potential Issues and Modifications to the Collective Capital Riders of Tennessee-American Water Company, Docket No. 19-00103*
- *In Re: Petition of Superior Wastewater Systems, LLC to Amend Its Certificate of Convenience and Necessity to Provide Wastewater Service to the Taliaferro Road Parcel in Williamson County, Docket No. 21-00001*
- *In Re: Application of Limestone Water Utility Operating Company, LLC for Authority to Sell or Transfer Title to the Assets, Property, and Real Estate of a Public Utility, Cartwright Creek, LLC, and for a Certificate of Public Convenience and Necessity, Docket No. 21-00053*
- *In Re: Application of Limestone Water Utility Operating Company, LLC for Authority to Sell or Transfer Title to the Assets, Property, and Real Estate of a Public Utility, Shiloh Falls Utilities, Inc. and for a Certificate of Public Convenience and Necessity, Docket No. 21-00055*
- *In Re: Application of Limestone Water Utility Operating Company, LLC for Authority to Purchase Title to the Assets, Property, and Real Estate of a Water System, Candlewood Lakes, and for a Certificate of Public Convenience and Necessity, Docket No. 21-00059*
- *In Re: Application of Limestone Water Utility Operating Company, LLC for Authority to Purchase Title to the Assets, Property, and Real Estate of a Wastewater System, Chapel Woods, and for a Certificate of Public Convenience and Necessity, Docket No. 21-00060*
- *In Re: Petition of Jackson Sustainability Cooperative to Determine if a Certificate of Convenience and Necessity is Needed, Docket No. 21-00061*
- *In Re: Atmos Energy Corporation Performance Base Ratemaking Filing (PBR) for Tennessee Excluding Union City, Docket No. 21-00063*
- *In Re: Staff Compliance Audit of Superior Wastewater Systems, LLC's Compliance with Commission Rule 1220-04-13-.17 and 1220-01-13.08 Regarding Financial Security and Rule 1220-04-13-.16 Regarding Affiliate Transactions, Docket No. 21-00086*
- *In Re: Chattanooga Gas Company Actual Cost Adjustment (ACA) Filing for the Period of July 1, 2020 Through June 30, 2021, Docket No. 21-00099*
- *In Re: Atmos Energy Corporation 2021 ACA Filing for Tennessee Excluding Union City and for Union City, Docket No. 21-00100*
- *In Re: Piedmont Natural Gas Company, Inc. Actual Cost Adjustment (ACA) Filing for the Period of July 1, 2020 Through June 30, 2021, Docket No. 21-00101*
- *In Re: Piedmont Natural Gas Company, Inc. Annual Performance Incentive Plan Filing for the Period July 1, 2020 Through June 30, 2021, Docket No. 21-00102*
- *In Re: Petition of Kingsport Company d/b/a AEP Appalachian Power Company for a General Rate Increase, Docket No. 21-00107*
- *In Re: Petition of Piedmont Natural Gas Company, Inc. to Adopt an Annual Review of Rates Mechanism Pursuant to Tenn. Code Ann.§ 65-5-103(d)(6), Docket No. 21-00135*
- *In Re: Petition of Piedmont Natural Gas Company, Inc. for Approval of an Integrity Management Rider to Its Approved Rate Schedules and Service Regulations, Docket No. 21-00141*
- *In Re: Petition of Kingsport Power Company d/b/a AEP Appalachian Power for October, 2020 Through September, 2021 Annual Recovery Under the Targeted Reliability Plan and Major Storm Rider ("TRP&MS"), Alternative Rate Mechanisms Approved in Docket No. 17-00032, Docket No. 21-00142*
- *In Re: Chattanooga Gas Company Petition for Approval of Tariff Amendments to Its T-1, T-2 and T-3 Tariffs, Docket No. 22-00004*
- *In Re: Petition of Tennessee-American Water Company Regarding the 2022 Production Costs and Other Pass-Throughs Rider, Docket No. 22-00005*
- *In Re: Petition of Atmos Energy Corporation for Approval of Its 2022 Annual Rate Review Filing Pursuant to Tenn. Code Ann. § 65-5-103(d)(6), Docket No. 22-00010*
- *In Re: Tennessee-American Water Company Petition in Support of the Calculation of the 2022 Capital Recovery Riders Reconciliation, Docket No. 22-00021*
- *In Re: Petition of Aqua Green Utility, Inc. to Amend Its Certificate of Convenience and Necessity to Expand Its Service Area to Include a Portion of Sevier County in Tennessee Known as Thunder Mountain Located on Little Cove Road Near the Intersection of Thunder Mountain Road, Docket No. 22-00028*
- *In Re: Chattanooga Gas Company Petition for Approval of Its 2021 Annual Rate Review Filing Pursuant to Tenn. Code Ann. § 65-5-103(d)(6), Docket No. 22-00032*
- *In Re: Air Voice Wireless, LLC d/b/a Airtalk Wireless' Petition for Designation as an Eligible Telecommunications Carrier in Tennessee, Docket No. 22-00033*
- *In Re: Global Connection Inc. of America d/b/a Standup Wireless' Petition for Designation as an Eligible Telecommunications Carrier, Docket No. 22-00034*
- *In Re: Petition of Atmos Energy Corporation for Approval of a Smart Choice Carbon Offset Rider, Docket No. 22-00035*

- *In Re: TruConnect Communications, Inc. Petition for Designation as an Eligible Telecommunications Carrier, Docket No. 22-00036*
- *In Re: Q Link Wireless LLC's Petition for designation as an Eligible Telecommunications Carrier, Docket No. 22-00037*
- *In Re: Petition of Piedmont Natural Gas Company, Inc. for Waiver of Periodic Meter Testing Under TPUC Rule 1220-04-05.23(1)(e), Docket No. 22-00038*
- *In Re: Petition of Telrite Corporation d/b/a Life Wireless for Designation as an Eligible Telecommunications Carrier, Docket No. 22-00041*
- *In Re: Atmos Energy Corporation Performance Base Ratemaking Filing (PBR) for Tennessee Excluding Union City, Docket No. 22-00046*
- *In Re: Petition of East Tennessee for 211 Transfer of Upper East Tennessee Designation for Carter, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, and Washington Counties, Docket No. 22-00047*
- *In Re: Joint Petition of Tennessee-American Water Company and Walker County Water and Sewage Authority for Expedited Approval of a Special Contract, Docket No. 22-00049*
- *In Re: Audit of Chattanooga Gas Company's Weather Normalization Adjustment for the Period November 1, 2021 to April30,2022, Docket No. 22-00051*
- *In Re: Audit of Atmos Energy Corporation's Weather Normalization Adjustment for the Period October 1, 2021 Through April 30,2022, Docket No. 22-00052*
- *In Re: Audit of Piedmont Natural Gas Company's Weather Normalization Adjustment for the Period October 1, 2021 to April 20, 2022, Docket No. 22-00053*
- *In Re: Application of Limestone Water Utility Operating Company, LLC for (1) Authority to Expand Its Certificate of Convenience and Necessity to Include the Laurel Creek Subdivision, Sevier County, Tennessee and (2) Motion to Waive Commission Rule 1220-04-13-.17(2)(c)(3), Docket No. 22-00059*
- *In Re: Petition of Tennessee-American Water Company Regarding the 2022 Investments and Related Expenses Under the Qualified Infrastructure Investment Program Rider, the Economic Development Investment Rider and the Safety and Environmental Compliance Rider, Docket No. 22-00072*
- *In Re: Limestone Water Utility Operating Company, LLC Notice Regarding Extension of Service to Contiguous Territory Pursuant to TPUC Rule 120-01-04-.13, Docket No. 22-00073*
- *In Re: Petition of Tennessee Wastewater Systems, Inc. to Amend Its Certificate of Convenience and Necessity to Include Derby Meadows Subdivision, Docket No. 22-00074*
- *In Re: Boomerang Wireless, LLC d/b/a Entouch Wireless Petition for Designation as an Eligible Telecommunications Carrier in the State of Tennessee, Docket No. 22-00077*
- *In Re: Application of Bradley Fiber, LLC for a Certificate of Convenience and Necessity to Provide Competing Telecommunications Service, Docket No. 22-00079*
- *In Re: 2022 Annual State Certification Support for Eligible Telecommunications Carriers Pursuant to 47 C.F.R.§ 54-314, Docket No. 22-00080*
- *In Re: Application of E. Ritter Communications Holdings, LLC d/b/a Ritter Communications, for a State-Issued Certificate of Franchise Authority, Docket No. 22-00082*
- *In Re: Notice of Fusion, LLC and Fusion Cloud Services LLC, Regarding a Transaction That Will Result in a Material Change in Their Ultimate Ownership, Docket No. 22-00083*
- *In Re: Atmos Energy Corporation 2021 Through 2022 ACA Filing for Tennessee Excluding Union City and for Union City Tennessee, Docket No. 22-00084*
- *In Re: Piedmont Natural Gas Company, Inc., Actual Cost Adjustment (ACA) Filing for the Period of July 1, 2021 Through June 30, 2022, Docket No. 22-00085*
- *In Re: Piedmont Natural Gas Company, Inc., Annual Performance Incentive Plan Report for the Period July 1, 2021 Through June 20, 2022, Docket No. 22-00086*
- *In Re: Joint Petition of Superior Wastewater Systems, LLC and Commission Staff as a Party to Increase Rates and Charges, Docket No. 22-00087*
- *In Re: Chattanooga Gas Company Annual Report of Performance Based Ratemaking Mechanism for the Twelve Months Ended June 30, 2022, Docket No. 22-00093*
- *In Re: Chattanooga Gas Company Actual Cost Adjustment (ACA) Filing for the Period of July 2, 2021 Through June 30, 2022, Docket No. 22-00094*
- *In Re: Petition of ISHA Foundation, Inc. to Determine if a CCN is Needed, Docket No. 22-00099*
- *In Re: Complaints and Petitions of Ronald C. McCabe v. Tennessee Wastewater Systems, Inc., Docket No. 22-00105*
- *In Re: Application of Southpointe Community Church to Determine if a CCN is Needed, Docket No. 22-00107*
- *In Re: Navitas TN NG, LLC Actual Cost Adjustment (ACA) Filing for the Period of January 1, 2021 Through December 31, 2021, Docket No. 22-00108*
- *In Re: Application of Kingsport Power Company d/b/a Appalachian Power Company for Permission to Make Notes to Evidence Indebtedness Not to Exceed $30,000,000 Through December 31,2024, Docket No. 22-00109*
- *In Re: Kingsport Power Company d/b/a AEP Appalachian Power 2022 Revised Fuel and Purchased Power Adjustment Rider Tariff Filing, Docket No. 22-00111*
- *In Re: CCN Notice of Pro Forma Change of Control of TN Backhaul Networks, LLC, Docket No. 22-00113*

- *In Re: Petition of Tennessee Water Service, Inc. and Corix Infrastructure (US) Inc., for Approval of Authority to Transfer Control Pursuant to Tenn. Code Ann. § 65-4-113, Docket No. 22-00114*
- *In Re: Petition of the North American Numbering Plan Administrator on Behalf of the Tennessee Telecommunications Industry for Relief of the 423 Numbering Plan Area, Docket No. 22-00128*
- *In Re: Petition of Piedmont Natural Gas Company, Inc. to Offer the Voluntary Greenedge Program and for the Commission to Issue an Accounting Order Authorizing the Company to Maintain a Deferred Account for Recording Associated Costs and Revenues, Docket No. 22-00130*
- *In Re: Petition of Tennessee Wastewater Systems, Inc. to Amend Its Certificate of Public Convenience and Necessity to Include Hilltop Ridge Subdivision in Montgomery County, Tennessee, Docket No. 22-00133*
- *In Re: Petition of Tennessee Wastewater Systems, Inc. to Amend Its Certificate of Convenience and Necessity to Include Lake Haven Subdivision in Jefferson and Sevier Counties Tennessee, Docket No. 22-00134*
- *In Re: Petition of Piedmont Natural Gas Company, Inc. for Approval of Negotiated Franchise Agreement with Hartsville/ Trousdale County, Tennessee Pursuant to Tennessee Code Annotated § 65-4-107, Docket No. 22-00136*
- *In Re: Expedited Petition of West Tennessee Gas Pipeline, LLC for the Issuance of a Certificate of Public Convenience and Necessity, Docket No. 22-00138*
- *In Re: Petition of Tennessee Wastewater Systems, Inc. to Amend Its Certificate of Convenience and Necessity to Include Meadowside Subdivision in Williamson County, Tennessee, Docket No. 22-00139*
- *In Re: Application of Loretto Communication Services Inc. for a Certificate to Provide Competing Local Telecommunication Services in Tennessee, Docket No. 22-00140*
- *In Re: Pickwick Cablevision, Inc. Application for Tennessee Certificate of Franchise Authority, Docket No. 22-00145*
- *In Re: Rulemaking to Promulgate Rules for Utility Cybersecurity Plan Reporting as Required Under Tenn. Code Ann. § 65-4-127, Docket No. 23-00001*
- *In Re: Petition of Tennessee-American Water Company Regarding the 2023 Production Costs and Other Pass Throughs Rider, Docket No. 23-00007*
- *In Re: Petition of Atmos Energy Corporation for Approval of Its 2023 Annual Rate Review Filing Pursuant to Tenn. Code Ann. § 65-5-103(d)(6), Docket No. 23-00008*
- *In Re: Petition of Dish Wireless LLC d/b/a Gen Mobile for Designation as an Eligible Telecommunications Carrier in the State of Tennessee for the Limited Purpose of Offering Lifeline Service to Qualified Households, Docket No. 23-00010*
- *In Re: Expedited Joint Application of Limestone Water Utility Operating Company, LLC and DSH & Associates, LLC at Lakeside Estates Development in Lafollette, Campbell County, Tennessee and to Transfer or Issue a Certificate of Public Convenience and Necessity, Docket No. 23-00016*
- *In Re: Petition of Tennessee-American Water Company in Support of the Calculation of the 2023 Capital Recovery Riders Reconciliation, Docket No. 23-00018*
- *In Re: Petition of Kingsport Power Company d/b/a AEP Appalachian Power for October, 2021 Through December, 2022 Annual Recovery Under the Targeted Reliability Plan and Major Storm Rider ("TRP&MS"), Alternative Rate Mechanisms Approved in Docket No. 17-00032, Docket No. 23-00019*
- *In Re: Limestone Water Utility Operating Company, LLC's Notice of Extension of Service to Contiguous Territory to Serve the Wilson, Garratt, Bilbrey, and Killen Parcels Pursuant to Tennessee Public Utility Commission Rule 1220-04-01-.13, Docket No. 23-00020*
- *In Re: Petition of GO MD USA, LLC for Designation as an Eligible Telecommunications Carrier in the State of Tennessee for the Limited Purpose of Offering Lifeline Service to Qualified Households, Docket No. 23-00022*
- *In Re: Petition of Chattanooga Gas Company for Approval of Tariff Change to Performance Based Ratemaking Mechanism RFP Procedures and Removal of Requirement for RFP Approval, Docket No. 23-00024*
- *In Re: Petition of Atmos Energy Corporation for Approval of a Tennessee Hedging Program, Docket No. 23-00026*
- *In Re: Counce Natural Gas Company, Inc. ACA Audit for Filing Period October 1, 2021 Through September 30, 2022, Docket No. 23-00028*
- *In Re: Chattanooga Gas Company Petition for Approval of Its 2022 Annual Rate Review Filing Pursuant to Tenn. Code Ann. § 65-5-103(d)(6), Docket No. 23-00029*
- *In Re: In Re Rulemaking to Amend Tenn. R. & Regs. 1220-04-11 Et Seq. to Incorporate Reference for Unsolicited Text Messages in Accordance with Public Chapter 126 (2023), Docket No. 23-00030*
- *In Re: Notification Regarding the Transfer of Point Broadband Fiber Holding, LLC to BP Broadband Aggregator, L.P., Docket No. 23-00034*
- *In Re: Petition of Piedmont Natural Gas Company, Inc. for Approval of Its 2023 Annual Review of Rates Mechanism Pursuant to Tenn. Code Ann. § 65-5-103(d)(6), Docket No. 23-00035*
- *In Re: Limestone Water Utility Operating Company, LLC's Application to Expand Its Certificate of Convenience and Necessity to Serve the Nash Ridge Subdivision in Williamson County, Tennessee, Docket No. 23-00036*

- *In Re: Joint Application of Limestone Water Utility Operating Company, LLC and Integrated Resource Management, Inc. d/b/a IRM Utility, Inc., for Approval of the Acquisition of and to Operate the Wastewater System of Integrated Resource Management, Inc. d/b/a IRM Utility, Inc. in Decatur County, Tennessee and to Transfer or Issue a Certificate of Public Convenience and Necessity, Docket No. 23-00037*
- *In Re: Atmos Energy Corporation 2023 Performance Base Ratemaking Filing (PBR) for Tennessee Excluding Union City, Docket No. 23-00040*
- *In Re: Application of BIF IV Intrepid OpCo LLC for a Certificate of Convenience and Necessity to Provide Competing Local Exchange and Interexchange Telecommunications Services in the State of Tennessee, Docket No. 23-00045*
- *In Re: Petition of Tennessee Water Service, Inc. to Adopt Annual Review Mechanism and Tariff Pursuant to Tenn. Code Ann. § 65-5-103(d)(6), Docket No. 23-00046*
- *In Re: TerraCom Inc. d/b/a Maxsip Tel Petition for Designation as an Eligible Telecommunications Carrier, Docket No. 23-00047*
- *In Re: Petition of Superior Wastewater Systems, LLC for a Certificate of Convenience and Necessity to Amend Its Existing Service Territory in Williamson County, Tennessee, Docket No. 23-00049*
- *In Re: Atmos Energy Corporation Notice of Filing Depreciation Study and Request for Approval of New Depreciation Rates, Docket No. 23-00050*

Underground Utility Damage Enforcement Board

Contested Case and Show Cause Proceedings for the 2021-2022 Fiscal Year Include:

- *In Re: Contested Case Proceeding Concerning Citation Issued to Nitzschke Communications, Inc., for Alleged Violations of Tenn. Code Ann. § 65-31-101 et seq., U22-0003*
- *In Re: Contested Case Proceeding Concerning Citation Issued to Marable Pirkle Services, LLC, for Alleged Violations of Tenn. Code Ann. § 65-31-101 et seq., U22-0004*
- *In Re: Contested Case Proceeding Concerning Citation Issued to Lakeshore Pools, Inc., for Alleged Violations of Tenn. Code Ann. § 65-31-101 et seq., U22-0005*
- *In Re: Contested Case Proceeding Concerning Citation Issued to Joon Properties, LLC, for Alleged Violations of Tenn. Code Ann. § 65-31-101 et seq., U22-0006*
- *In Re: Citation Issued to Cable Tel Services, Inc., for Alleged Violations of Tenn. Code Ann. § 65-31-101 et seq., U22-0007*
- *In Re: Contested Case Proceeding Concerning Citation Issued to Don Wood Plumbing Company, Inc., for Alleged Violations of Tenn. Code Ann. § 65-31-101 et seq., U22-0008*
- *In Re: Citation Issued to The Pipe Doctor, LLC for Alleged Violations of Tenn. Code Ann. § 65-31-101 et seq., U23-0001*
- *In Re: Citation Issued to The Resource Management Company, Inc. for Alleged Violations of Tenn. Code Ann. § 65-31-101 et seq., U23-0002*
- *In Re: Citation Issued to Shoffner Kalthoff MES, Inc. for Alleged Violations of Tenn. Code Ann. § 65-31-101 et seq., U23-0003*
- *In Re: Citation Issued to Thornhill Lawn Care for Alleged Violations of Tenn. Code Ann. § 65-31-101 et seq., U23-0004*

Appendix B

Docket Room and Commission Activity

Formal Case Docket Activity

Type of Docket	Fiscal 2022-2023
	(7/1/22 - 6/30/23)
Total	**131**
Alternative Rate Mechanism & Rate Cases	11
Cable Franchise	2
Certificates of Public Convenience & Necessity (CCN)	14
Complaints, Investigations, Show Cause	1
Eligible Telecom Carrier Designations (ETC)	5
Local Franchise Approval	1
N11/Number Pooling	1
Name Changes	8
Notices of Contiguous Territory Expansion	2
Notice of Election of Market Regulation	3
Rulemaking	2
Telecom Interconnection/Resale Agreements	53
Utillity Audits	13
Utility Acquisitions, Transfers, Financing	13
Other	2

Appendix C

Annual Report on Utility Cybersecurity Plan Compliance

Public Chapter 1111 of 2022, later codified in T.C.A. § 65-4-127 (the "Statute"), the General Assembly established a requirement that public utilities under the jurisdiction of the Commission that provide natural gas, electric, water, or wastewater service "prepare and implement" a cybersecurity plan.[1] The cybersecurity plan must "... provide for the protection of the utilities facilities from unauthorized use, alteration, ransom or destruction of electronic data." [2] By July 1st of each year, each public utility must evidence its compliance with the Statute through a filing made in writing and "under oath by the chief executive officer, president or other person with and equivalent role." The Commission promulgated rules implementing the Statute, which became effective September 25, 2023.

Municipal Utilities, Utility Districts and Cooperatives are also required to have cybersecurity plans per Public Chapter 1111. The Comptroller of the Treasury oversees compliance by these utilities.

The Statute requires that the Commission include in this Annual Report "... a separate report regarding compliance ..." with the preparation and implementation of public utility cybersecurity plans.[3] Calendar year 2023 was the first year that public utilities were required to have implemented a cybersecurity plan. Compliant filings were made by utilities representing over 99% of customers served by public utilities governed by the Statute. Overall, 76% of utilities made filings responsive to the statute. Despite the concerted efforts of the Commission staff, the following six (6) public utilities have not complied with the requirements of the Statute.

Public Utility	Service Provided	Customers
Counce Natural Gas	Natural Gas	120
Integrated Resource Management	Wastewater	223
General Gas Pipeline	Natural Gas	0 Retail
Navitas Tennessee	Natural Gas	589
Newport Resort Water System	Water	48
Old Hickory Water	Water & Wastewater	110

The Commission continues to work with these small utilities to bring them into compliance with the essential public safety requirement established by the Statute.

[1] Tennessee Code Annotated §65-5-127(b)(1).
[2] Id.
[3] Tennessee Code Annotated §65-5-127(f).

What are the "terms" used in dockets?

- **Appearance:** Any act during the course of a contested case by which a person, either in person or by counsel, recognizes and submits to the jurisdiction of the Commission for all purposes except where it is expressly stated to be limited to a particular purpose, such as challenging the jurisdiction of the Commission.

- **Abandonment:** Retirement of a utility plant, on the books, without its physical removal from its installed location.

- **Above-the-line expenses:** Components of a utility's Statement of Income that appear above the Operating Income line. They include expenses that are attributable to the furnishing of utility service and are therefore taken into account in determining rates. Although the Cost of Capital (interest on debt and income for shareholders) is included in rates, it is done for investor-owned utilities indirectly via the rate base.

- **Accelerated method (of depreciation):** Larger depreciation expense in earlier years and smaller depreciation expense in later years.

- **Accounting period:** The time period for which financial statements that measure flows, such as the income statement and the statement of cash flows, are prepared. Could be a month, a quarter of the year or a year.

- **Accrual accounting:** The method of recognizing revenues and expenses. As goods are sold (or delivered) and as services are rendered, independent of the time when cash is received. Expenses are recognized in the period when the related revenue is recognized, independent of the time when ash is paid out. Contrast with the cash basis of accounting.

- **Acquired customers:** All customers of all classes served by the selling utility who will be served by the acquiring utility in the event the Commission approves the application for acquisition.

- **Acquired rate base:** The amount of the selling utility's assets and acquisition adjustment, if any, the Commission determines should be incorporated into the acquiring utility's rate base for ratemaking purposes pursuant to Rule 1220-04-14-.03 and Rule 1220-04-14-.04.

- **Acquiring utility:** A public utility subject to the jurisdiction of the Commission that provides electric, natural gas, water or wastewater public utilities services that is purchasing or acquiring a selling utility or a selling utility's assets as a result of a voluntary arms-length transaction.

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- **Acquisition adjustment:** When one rate-regulated utility buys plant from another utility. This is the difference between the cost of acquiring an operating unit or system and the depreciated original cost of the acquired property. In Tennessee, the amount, whether positive or negative, the Commission determines should be incorporated into the acquired rate base under Rule 1220-04-14-.04.

- **AFUDC (Allowance For Funds Used During Construction).** A noncash item representing the estimated composite interest costs of debt and the required return on preferred and equity funds used to finance construction. The allowance is included in the CWIP accounts and income. This portion of the carrying value of property (along with the rest) is included in a utility company's rate base and is recovered through depreciation in rates.

- **Allowed rate of return or allowed return:** The rate of return, (to be applied to rate base), which the regulatory commission sets in determining rates.

- **Amortization:** The general process of allocating acquisition cost of assets to either the periods of benefit as expenses or to inventory accounts as product costs. Called depreciation for plant assets, depletion for wasting assets (natural resources), and amortization for intangibles. The term is also used for the reduction of some liabilities i.e., amortization of a loan.

- **Authorized return on equity:** Commissions authorize a utility to set rates that allow the utility an opportunity to earn a reasonable return on its shareholders' equity investment (ROE). The standard is that the overall rates of a utility must provide the company with a reasonable opportunity to attract capital and earn a fair return on its investments.

- **Average embedded cost:** An acquiring utility's plant in service, less associated accumulated reserve as recorded in the Uniform System of Accounts for the type of utility plant being acquired from the selling utility, divided by the acquiring utility's existing customers.

- **Balance sheet:** Statement of financial position that shows total assets = total liabilities + owners' equity.

- **Base rates:** Portion of the utility rates covering the costs of providing service (including profit) that result from a rate case and may be changed by adjustment clauses.

- **Below-the-line:** All income statement items of revenue and expense not included in determining operating income. If the item falls below the net operating income line of the income statement, it is labeled a below-the-line item. Operating income is the "line" referred to. These items are usually not included directly in the ratepayers' rates (although some are included indirectly; for example, interest expense is included in rates through the return on rate base).

- **Book value:** The amount shown in the books (or in the accounts) for an asset, liability, or owners' equity item. Generally used to refer to the net amount of an asset or group of assets shown in the account, which record the asset and reductions, such as for depreciation or amortization, in its cost. For a company as a whole, the common stockholder's equity usually expressed on a per share basis.

- **Capital budget:** Plan of proposed acquisitions and replacements of long-term assets and their financing.

- **Capitalization ratio:** Percentage of Long-Term Debt, Preferred Stock, Preference Stock, and Common Stock Equity (or their components) to Total Capitalization.

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- **Cash flow:** The cash flow on the financial statements is the Cash from Operating Activities.

- **Cash flow analysis:** Usually refers to a present value of future cash flows analysis.

- **CIAC (Contributions in aid of construction):** Nonrefundable donation or contributions in cash or properties from individuals, governmental agencies or others for construction or property-addition purposes, usually the associated plant does not become part of the rate base on which the utility may earn an approved return.

- **Commission:** When used to refer to an agency of the State of Tennessee, means the Tennessee Public Utility Commission or TPUC. The Tennessee Regulatory Authority, or TRA, is the predecessor agency to the TPUC, just as the Tennessee Public Service Commission predated the TRA. While the nomenclature has changed, the scope and function of these entities has remained essentially the same.

- **Commission Conference:** a "meeting" as that term is defined in Tenn. Code Ann. § 8-44-102(b)(2).

- **Cost:** The sacrifice, measured by the price paid or required to be paid, to acquire goods or services. The term "cost" is often used when referring to the valuation of a good or service acquired. When "cost" is used in this sense, a cost is an asset. When the benefits of the acquisition (the goods or services acquired) expire, the cost becomes an expense or loss.

- **Cost of capital:** The composite rate of cost for debt interest, preferred stock dividends and common stockholder return requirements. It is the composite of the cost of the various capital sources used to finance the assets utilized in supplying utility service.

- **Cost of equity:** The required rate of return for the equity holder, appropriate for the risk of this investment.

- **Cost of service (often referred to as "revenue requirement"):** Operation and maintenance expenses, depreciation and amortization expenses, and income and other taxes found "just and reasonable" by the regulatory agency for rate-making purposes, plus an allowed return (usually computed by the applying a rate of return to the rate base).

- **Cost of service study:** An analysis used as the basis for designing rate schedules. This concept attempts to corelate utility costs and revenues with the service provided to each of the various customer classes in the rate design or rate structure phase of a rate case.

- **Customer advances for construction (CAC):** A liability representing cash advances paid to the utility by customers, requiring the construction of facilities in their behalf. These advances are refundable. The time or extent of refund is dependent on the contract provisions of the advance (usually dependent on whether or not, during a specified period, the revenue from the installation warrants the refund).

- **CWIP (Construction work in progress):** Plant under construction at a regulated utility. Also refers to a method of ratemaking where the CWIP is rate base.

- **Decouple (decoupling):** A ratemaking technique that separates the amount of a commodity sold from the total revenues (or profits) expected from those sales. This technique is often recommended for use in the energy industry by conservationists since it provides a means of removing the incentive that utilities have to sell more energy to increase earnings.

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- **Deferred cost:** Expenditure not recognized as an expense of the period when the made but carried forward as an asset to written off in future periods, such as for advance rent payments or insurance premiums.

- **Deferred tax liability (deferred income tax liability) (deferred taxes):** A liability on the balance sheet representing the additional income taxes that would have been due if a utility had not been allowed to compute tax expenses differently for income tax reporting purposes than for financial statement purposes. Results from temporary tax book differences.

- **Depreciation:** Fixed assets, plant assets, plant, equipment, etc. are assets that will not last indefinitely. During each accounting period (year, quarter, month, etc.) a portion of the cost of these assets is being "used up." The portion being used up is reported as depreciation. In effect, depreciation is the transfer of a portion of the asset's cost form the balance sheet to the income statement during each year of the asset's life.

- **Depreciation life:** Life estimate used to determine depreciation expense.

- **Disallowance of costs:** When incurred costs are not considered necessary to providing utility service or are not prudently incurred or are not any benefit to the ratepayers and are therefore not recoverable in rates.

- **Discount rate:** Interest rate used to convert future cash flows to present values.

- **Dividend:** A distribution of earnings to owners of a corporation; it is usually paid in cash.

- **Earnings:** Income, or profit. Also called Net Income, Net Earnings or Net Profit.

- **Existing customers:** All customers of all classes serviced by the acquiring utility immediately prior to the Commission's hearing and consideration of the application for acquisition.

- **Fair value:** Market value.

- **FERC (Federal Energy Regulatory Commission):** Independent agency within the Department of Energy. FERC is vested with broad regulatory authority. Virtually every facet of electric and natural gas production, transmission, and sales conducted by private investor-owned utilities, corporations or public marketing agencies is placed under the commission's purview through either direct or indirect jurisdiction, if any aspect of their operations are conducted in interstate commerce.

- **FERC USOA (Federal Energy Regulatory Commission's Uniform System of Accounts):** FERC list of accounts for the purpose of classifying accounting information associated with a utility's operations. The USOA specifies a number for each account, together with a title and description of content, and prescribes the rules and regulations governing the use of such accounts.

- **FIFO (First-in, First-out):** an inventory flow assumption by which ending inventory cost is determined from most recent purchases, and cost of goods sold is determined from oldest purchases including beginning inventory.

- **Flow through costs:** Costs passed through to ratepayers through adjustment clauses.

- **Formula ratemaking:** A ratemaking methodology used by the FERC to change rates each year without a rate case. Term is used by some states in a different sense.

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- **GAAP (Generally Accepted Accounting Principles)**: Principles, rules, procedures, and conventions of accounting practice, used for preparing financial statements. Defined by a hierarchy of rule-making authorities and promulgated by various types of pronouncements. Subject to change as economic circumstances change.

- **Goodwill:** The excess of cost of an acquired firm, over the current or fair-market value of net assets of the acquired firm.

- **Gross up:** In ratemaking, the concept that in order to get enough extra revenue to cover higher expenses these expenses must be increased by dividing these expenses by 1 minus the tax rate.

- **Hearing officer:** Includes "Hearing Examiner," as identified in Tenn. Code Ann. § 65-2-111; "Administrative Judge," as defined in Tenn. Code Ann. § 4-5-102(1); and "Hearing Officer," as defined in Tenn. Code Ann. § 4-5-102(4).

- **Income statement:** The statement of revenues, expenses, gains, and losses for the period ending with the net income for the period.

- **Income taxes:** Government levy on the taxable income of an individual, corporation, or other taxable unit.

- **Incremental analysis:** More or less cash flows due to a decision.

- **Incremental cost:** Increase in cost above some previously determined base amount.

- **Initial Petition:** Any filing with the Commission by which a person seeks to initiate action the by Commission and which requires a contested case hearing however denominated, including applications and complaints.

- **IOU (Investor-owned utility):** Utility organized as a tax-paying business usually financed by the sale of securities. Usually a corporation of partnership.

- **Investors:** Party who puts money at risk; may be an individual or an institutional investor.

- **Local government:** Any political subdivision of the State of Tennessee, including, but not limited to a county or incorporated municipality.

- **Monopoly:** Exclusive control of a commodity or service in a given market, or control that makes possible the fixing of prices and the virtual elimination of free trade.

- **Natural monopoly:** The traditional definition is any market where a single firm is able to serve the entire market at the lowest average total cost. The modern definition of natural monopoly focuses on subadditivity of the production cost function.

- **Negotiated sales price:** The purchase price of the utility assets that the acquiring utility and the selling utility agree upon through voluntary, arms-length negotiations.

- **Net book value:** Recorded cost of an asset or group of assets minus the accumulated provision for depreciation of these assets.

- **Net income (net earnings):** The excess of all revenues and gains, for a period, over all expenses and losses of the period.

- **Net present value:** Discounted or present value of all cash inflows and outflows of a project or from an investment at a discount rate.

- **Normalization:** Name used at regulated utility companies for the liability method of accounting for tax-book temporary difference.

- **Obligation to serve:** A public utility's obligation to provide safe, adequate, reliable, and secure service to customers both at the present time and in the future. In return, public utilities have the opportunity to charge "just and reasonable" tariffed rates to customers that are based on the public utility's prudently-incurred costs of providing public utility service.

- **Operating expenses:** A group of expenses applicable to utility operations composed of: Energy Costs, Operations Expense and Maintenance Expense, Depreciation and Amortization, Taxes Other Than Income Taxes and Income Taxes. This definition differs from other industries where Income Taxes would never be called an operating expense.

- **Overearnings:** A concept at regulated utilities of earning a higher return on equity than the regulator thinks is appropriate.

- **Party:** Any person having a right, under the provisions for the laws applicable to the Commission, to appear and be heard in a contested case and includes:
  - Persons who initiate a contested case by the filing of an initial petition;
  - Persons against whom relief is sought or against whom action by the Commission is directed; and
  - Persons who are given leave by the Commission to intervene in a contested case in accordance with applicable law and these rules.

- **Pass-through costs:** *See flow through costs.

- **PBR (Performance Based Ratemaking):** Any type of ratemaking which gives the company an incentive to operate differently.

- **Petitioner:** A person filing or joining with others in filing an initial petition.

- **PPA (Purchase Power Agreement):** A contract to buy power.

- **Pre-Approval:** Approval by the Public Utility Commission prior to the company making expenditures.

- **Price cap mechanism:** An alternative form of rate regulation where rates cannot go over the price cap.

- **Profit:** Excess of revenues over expenses for a transaction; sometimes used synonymously with net income for the period.

- **Proprietary information:** Documents and information in whatever form which, pursuant to a protective order in a contested case, have been specifically designated by the producing party as proprietary information and which the producing party in good faith deems to contain or constitute trade secrets, confidential research or development or commercially sensitive information.

- **Prudence (prudency test):** This is occasionally an actual test, but it usually refers to a set of criteria used to measure a decision against specific standards.

- **Prudent investment:** Investment which was reasonable at the time the decision to make the investment was made.

- **Public advocate:** A government official who can be statutorily mandated to represent the best interests of consumers ↑

the public utility regulatory body.

- **Rate base:** The amount of property, plant and equipment that is used and useful in providing public utilities services and upon which the acquiring utility is permitted to earn an authorized rate of return approved by the Commission.

- **Rate case:** Process in which a utility appears before its regulatory authority to determine the rates that can be charged to customers.

- **Rate freeze:** An agreement not to change rates for a number of years.

- **Rate of return:** Return earned or allowed on rate base or return earned on an investment.

- **Rate of return regulation or rate regulation:** *See cost of service regulation.

- **Ratepayer:** Name used by regulated utilities for their customers, especially in rate cases.

- **Reasonableness review (reasonableness test):** Procedure to examine the appropriateness of accounting information. For example, expenses for a company can be compared to those of prior years of the same company or other companies, or to industry norms.

- **Receivable:** Any collectible, whether or not it is currently due.

- **Regulated utilities (regulated operations):** Utilities are distinguished as being a class of business "affected with a deep public interest" and therefore subject to regulation. Public utilities are further distinguished in that in most jurisdictions it is considered desirable for them to operate as controlled monopolies. As such, they are obligated to charge fair, non-discriminatory rates and to render safe, reliable service to the public on demand. In return, they are generally free from substantial direct competition and are permitted, although not assured of, a fair return on investment.

- **Regulatory assets:** Assets recorded on a utility's financial statements, which deviate from normal GAAP because the regulator is expected to allow the cost to be recouped through rates. These regulatory assets would have been expenses under normal GAAP.

- **Regulatory book:** The ratemaking "set of books."

- **Regulatory Compact:** An implicit agreement between the state, the regulator, and the public utilities as to how the public utility industry is to be regulated over a long period of time.

- **Regulatory lag:** Generally, the time between the final decision in the last rate case and the decision date in the next rate case. During this period, a public utility has incentives to control its costs.

- **Regulatory liabilities:** Liabilities recorded on a utility's financial statements resulting from a requirement by the regulator that certain amounts are to be paid by the utility in the future. These regulatory liabilities deviate from normal GAAP.

- **Replacement cost:** An estimate of the cost to replace the existing facilities (either as currently structured or as redesigned to embrace new technology) with facilities that will perform the same functions.

- **Reproduction cost new less depreciation:** An estimate of the cost to construct, at current prices, an exact duplicate replica of the utility assets, without regard to the original sources of funding for those assets, using the same material,

constructions standards, design, layout, and quality without adjustment for deficiencies and obsolescence of those assets, less depreciation.

- **Respondent:** A person against whom relief is sought, or against whom actin by the Commission is directed.

- **Retroactive ratemaking:** Changing rates in the future because of higher or lower revenues or expenses in the past. Generally not allowed, except for adjustment clauses.

- **ROE (Return on Equity):** Net income available to common stockholders divided by the average common equity.

- **Revenue:** The monetary measure of a service rendered. Sales of products, merchandise, and services; and earnings from interest, dividends, rents, and the like.

- **Sets of books:** A phrase used to describe different accounting methods and estimates used for different purposes at companies.

- **Show cause order:** A concept that the Public Utility Commission can start a rate case.

- **Statement of cash flows:** Statement showing from what sources cash has come into the business and on what the cash was spent.

- **Stranded cost:** Cost incurred by a utility, which may not be recoverable under competition. Examples include plant, regulatory assets and long-term contract costs.

- **System of accounts:** Accounts in the accounting system of the organization. Utilities follow a uniform system of accounts.

- **Tariff**: A legal document that specifies the roles, charges, terms, and conditions under which a utility provides service to its customers.

- **Test year:** The twelve-month period selected to determine the cost of service in a rate case. Sometimes the term "test period" is used.

- **Timing difference:** A difference between taxable income and income before tax, under GAAP, that will be reversed in a subsequent period. For example, the use of accelerated depreciation for tax and straight-line depreciation for financial reporting. One of the major temporary differences.

- **Trued-up (true-up mechanism):** A ratemaking practice that uses adjustments to rates to ensure that customers are not over or under billed for service.

- **Uniform system of accounts:** A chart of accounts with detailed instructions prescribed by a regulatory agency.

- **Variance:** Difference between budgeted and actual costs. The word has a completely different meaning in statistics, where it is a measurement of dispersion of a distribution.

- **Weather normalization:** An adjustment clause that changes rates to eliminate gain or loss due to the weather.

- **WACC (Weighted average cost of capital) or weighted cost of capital:** A weighted average of the component costs debt, preferred stock, and common equity. Also called the "composite cost of capital."

↑

Sources used for terms above _____

- Tenn. Code Ann. § 65-2-101
- Tenn. Comp. R. & Regs Rules 12-20-04-01, 12-20-04-02, 12-20-04-13, and 12-20-04-14
- Wayne P. Olson, The A to Z of PUBLIC UTILITY REGULATION (2015)
- Glossary of Utility Finance and Accounting Terms Used in Our Seminars, Financial Accounting Institute

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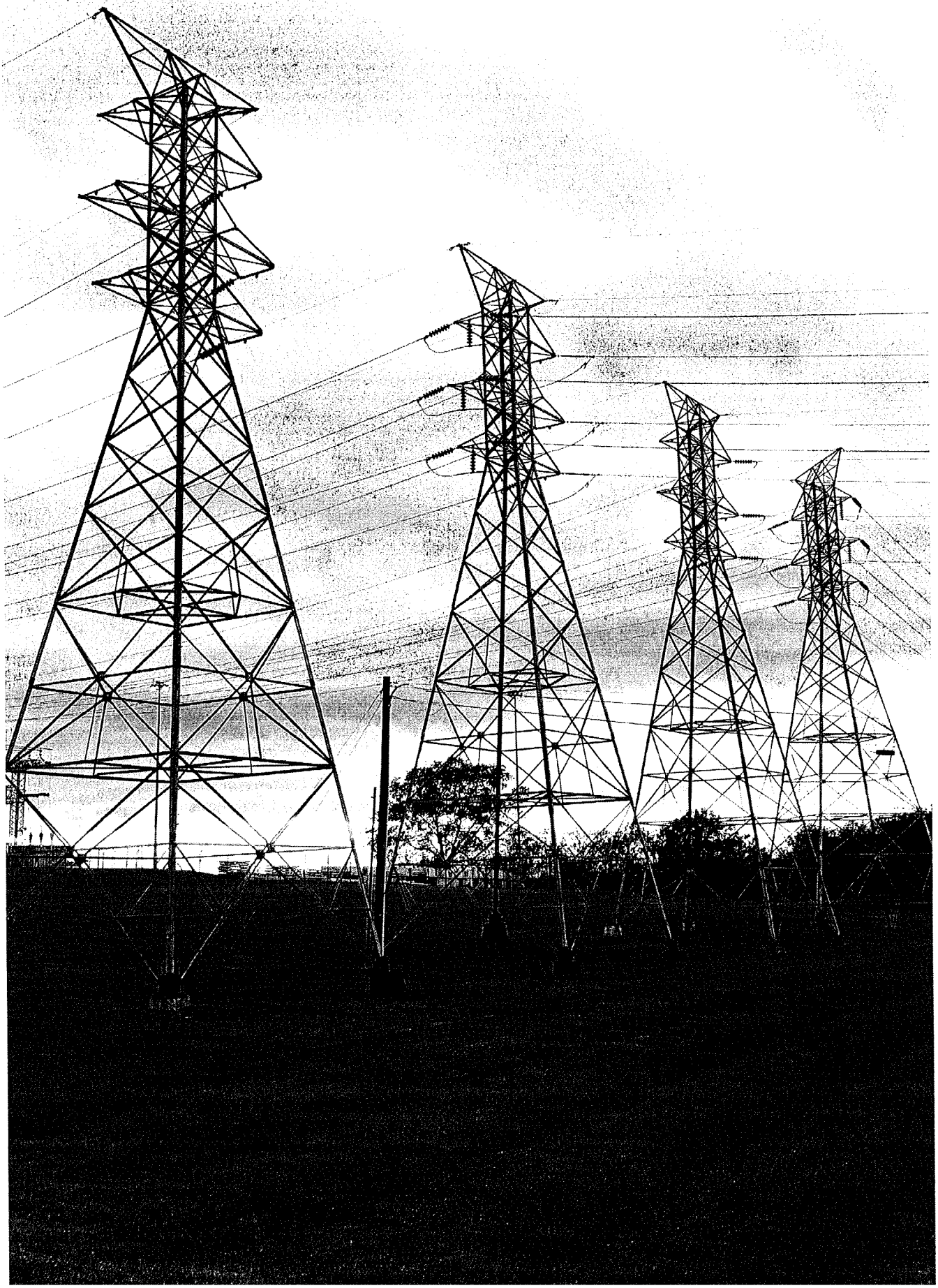


Tennessee Public Utility Commission

502 Deaderick Street, 4th Floor
Nashville, TN 37243
(615) 741-2904 or (800) 342-8359
TN.gov/tpuc

Herbert H. Hilliard, Chairman
David F. Jones, Vice Chairman
David Crowell, Commissioner
Clay R. Good, Commissioner
John Hie, Commissioner
Dr. Kenneth C. Hill, Commissioner
Robin L. Morrison, Commissioner
Earl R. Taylor, Executive Director

The Tennessee Public Utility Commission (TPUC), formerly the Tennessee Regulatory Authority (TRA), regulates investor-owned public utilities in Tennessee. The Commission's mission is to ensure the safe and reliable provision of public utility services to the citizens of Tennessee.

The Commission has jurisdiction over investor-owned public utilities including electric companies, telephone companies, water and wastewater companies, and natural gas companies. TPUC also has safety jurisdiction over all methane and natural gas utility providers, as well as providing consumer services relative to the following state and federal programs: the Telecommunications Devices Access Program (TDAP), Tennessee Relay Service (TRS), Captioned Relay Service, Do Not Call/Do Not Fax/Do Not Text, Underground Utility Damage Prevention efforts (Underground Utility Damage Enforcement Board), and the provisioning of assistive devices through the National Deaf-Blind Equipment Distribution Program.

TPUC is financially independent of Tennessee's general fund. The Commission's operational expenses are covered wholly by the industries it regulates, with a small portion coming from the federal government.

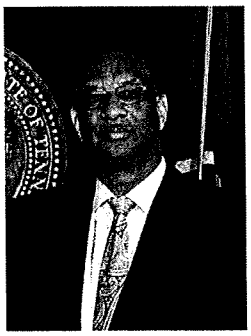
The agency has seven Commissioners, each of whom serves on a part-time basis, presiding over legal proceedings scheduled before the Commission. The Governor, the Lieutenant Governor, and the Speaker of the House have two appointments each, with a joint appointment made by the three appointing authorities. Commissioner Hilliard is serving his second year of a two-year term as chair of the agency. As Chairman, he is responsible for formulating the broad strategies, goals, objectives, long-range plans, and policies for the Commission.

Earl R. Taylor was appointed Executive Director of the Tennessee Public Utility Commission in 2012 by Governor Bill Haslam, Lieutenant Governor Ron Ramsey, and House Speaker Beth Harwell and last reappointed by the commissioners in 2021 for another three-year term. The Executive Director has the principal responsibility of implementing the broad strategies, goals, objectives, long-range plans, and policies of the Commission as established by the Commission chair.

Commission staff includes accountants, administrators, attorneys, consumer specialists, economists, engineers, information technology specialists, and a consumer outreach manager. They provide administrative support for the five divisions: Utilities, Consumer Services, Gas Pipeline Safety, Information Technology, and Legal, as well as for the Underground Utility Damage Enforcement Board.

Herbert H. Hilliard, Chairman

Ashlee Hatfield, Executive Administrative Assistant



Herbert H. Hilliard

Commissioner Hilliard was appointed to the Tennessee Public Utility Commission in 2012 by Governor Bill Haslam and reappointed in 2023.

Commissioner Hilliard served as Executive Vice President and Chief Government Relations Officer for First Horizon National Corporation. In this role, he was responsible for the corporation's lobbying activities at the federal and state levels. He is a forty-three-year veteran of the company, having joined First Horizon in 1969 after earning a BBA in Personnel Administration and Industrial Relations from the University of Memphis. Prior to his current role, he was Executive Vice President and Chief Risk Officer. Hilliard retired from First Horizon National Corporation on September 26, 2012.

Commissioner Hilliard is active in the community, currently serving as Chairman of the Board of Directors of The National Civil Rights Museum. He was Chairman of the Memphis Housing Authority Board from 1992–1993, Chairman of the United Way General Fund Drive in 1987, and Chairman of the Annual NAACP Freedom Fund Dinner in 1988. He is a past member of the Memphis Park Commission, the University of Memphis National Alumni Board, the University of Memphis Foundation Board, and the Boards of Directors for the Chickasaw Council of the Boy Scouts of America and the Memphis Convention and Visitors Bureau.

Commissioner Hilliard has completed additional studies at the Southwestern Graduate School of Banking at Southern Methodist University, the Tennessee Executive Development Program at the University of Tennessee at Knoxville, Cornell University's Executive Development Program, and Crosby Quality College.

David F. Jones, Vice Chairman

Ashlee Hatfield, Executive Administrative Assistant

David F. Jones

Commissioner Jones was reappointed to the Commission by Governor Bill Haslam, Lieutenant Governor Randy McNally, and House Speaker Beth Harwell in 2018. He is the Commission's past Chairman and serves on the National Association of Regulatory Utility Commissioners (NARUC) Gas Committee.

Commissioner Jones is former CEO of Complete Holdings Group and EnableComp LLC, a complex medical claims (workers' compensation, motor vehicle accidents, Veterans Administration, and denials resolution and prevention) revenue cycle solutions company to more than 800 hospitals across 42 states. Commissioner Jones joined EnableComp in 2009 as President and became President/CEO in 2016. EnableComp has been recognized on the Inc. 5000 List as one of the fastest-growing companies in America. It has also been recognized by *The Tennessean* as a "Top Workplace" in 2019, 2020, and 2021; earned the *Nashville Business Journal*'s "Best in Business Award"; been included on Becker's "Top 150 Workplaces in Healthcare 2019" list; and been a Tennessee Center for Performing Excellence award winner. EnableComp has offices in Franklin, Tennessee, and Tullahoma, Tennessee, and has over 500 employees. In late 2021, Welsh Carson bought the company and Commissioner Jones retired as its CEO.

Prior to joining EnableComp, Commissioner Jones spent 29 years in the energy industry with the nation's largest natural gas interstate transmission company where he worked as an executive in a variety of areas, including Field Operations and Human Resources. He served in leadership roles on several key industry committees and task forces with the Southern Gas Association, American Gas Association, and the Interstate Natural Gas Association of America. He is a certified facilitator/executive coach working with CEOs and owners of private businesses where he helps these entrepreneurs to scale their businesses.

Commissioner Jones is a native of Portland, Tennessee, and graduated with honors with a B.S. in Business from the University of Tennessee at Knoxville, and an MBA from the University of Houston. He is the author of the book, *Surviving and Thriving After Losing Your Job*. He and his wife have been married over 40 years and have two children and six grandchildren.

David Crowell, Commissioner

Ashlee Hatfield, Executive Administrative Assistant

David Crowell

Commissioner Crowell was appointed to the Tennessee Public Utility Commission in 2022 by Speaker of the House Cameron Sexton.

Commissioner Crowell recently retired from Shelbyville Power, Water and Sewerage System after serving 37 years in various roles including accountant, office manager, assistant general manager, and the last 21 years as general manager. Commissioner Crowell's earlier work experience includes sales tax auditor for the State of Tennessee and staff accountant with Winnett Associates CPA Firm.

Commissioner Crowell is active in his community, serving as Chairman of the Shelbyville/Bedford County Industrial Development Board and Chairman of the Tennessee Walking Horse National Celebration Board. He is a former board member of the Shelbyville/Bedford County Chamber of Commerce, the Tennessee Municipal Electric Power Association, the Middle Tennessee Industrial Development Association, the Central Service Association, and the Bedford County Joint Economic Development Board.

After graduating from Shelbyville Central High School in 1979, Commissioner Crowell received a Bachelor of Business Administration degree from Middle Tennessee State University in 1983.

Commissioner Crowell and his wife, Tammy, reside in Shelbyville. They have one son, Josh (Brandi) Crowell; one daughter, Dr. Chelsey (Zack) Gregory; and three granddaughters, Olivia Crowell, Sarah Cate Gregory, and Lucy Gregory.

Clay R. Good, Commissioner

Ashlee Hatfield, Executive Administrative Assistant

Clay R. Good

Commissioner Good was appointed to TPUC in 2021 by the Honorable Randy McNally, the Lieutenant Governor and Speaker of the Senate.

Commissioner Good graduated with honors from Clinton High School in 1978. In his senior year he was inducted into the National Football Foundation Hall of Fame for his leadership on the field and in the classroom.

He completed undergraduate studies at Middle Tennessee State University and was accepted into the University of Tennessee College of Pharmacy at the University of Tennessee Center for Health Sciences in Memphis.

Upon graduating from pharmacy school, Dr. Good returned to the Clinton community where he began his pharmacy practice at the Methodist Medical Center of Oak Ridge, Tennessee. Early in his career at Methodist, Dr. Good was the Supervisor of Sterile Compounding. He served as Co-Chairman of the Methodist Medical Center's Institutional Review Board as well as serving on Methodist's Ethics Committee, Executive Cancer Committee, and the Methodist Medical Center Palliative Care Team. He also served as Chairman of the Board of Directors for the Methodist Medical Center Foundation. In addition, Dr. Good practiced pharmacy in long-term care as the Director of Pharmaceutical Services at NHC Healthcare of Oak Ridge.

For more than a decade, Commissioner Good was the Service Chairman for the American Cancer Society in Anderson County where he helped cancer patients and their families. Clay was the recipient of the State of Tennessee's Outstanding Achievement Award for his work with Methodist's Oncology Department and the American Cancer Society.

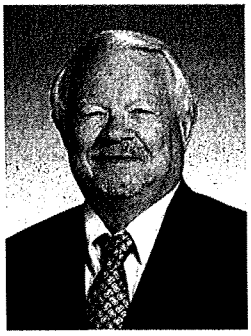
Dr. Good retired from NHC Oak Ridge in 2018 after 32 years and retired from full-time practice at Methodist Medical Center in 2021; however, he remains on the hospital's clinical staff.

Commissioner Good also served on the State of Tennessee's Commission for the Future of TennCare from 2000 to 2003.

Dr. Good has been involved with the City of Clinton serving as a Commissioner on the Mayor's 21st Century Commission and was subcommittee Chair for the revitalization of Clinton's Historic Downtown. Commissioner Good also served on the City of Clinton's Retail Task Force and the Board of Directors for the Anderson County Chamber of Commerce.

John Hie, Commissioner

Ashlee Hatfield, Executive Administrative Assistant



John Hie

John Hie was appointed to TPUC by Governor Bill Haslam, Lieutenant Governor Randy McNally, and House Speaker Beth Harwell in 2018.

Commissioner Hie was born in a small village outside of Dachau, Germany, to parents that fled Hungary in January of 1945, as the Red Army was fighting in and around Budapest. Along with a small caravan of ox carts, his family moved across Hungary and Austria to settle in Bavaria, Germany. Eventually John and his four siblings, along with their mother and father, left

the seaport town of Bremerhaven, Germany, on board the USS *General A. W. Greenly* and arrived in the United States at the port of New Orleans in October of 1951. The Hie family came to the U.S. as part of the Displaced Persons Act of 1948—an act on the part of the federal government authorizing the admission into the U.S. of a limited number of Europeans displaced following World War II. The Hie family's admission into the U.S. was sponsored by a farmer in Maury County, Tennessee; and following their transition to Middle Tennessee, the Hie family immediately began to learn the English language and the culture of the south.

Commissioner Hie attended grammar school in a two-room schoolhouse and graduated from Columbia Central High School in Columbia, Tennessee. At that time, there were several smokestack industries in Maury County that provided jobs for summer employment. These jobs, along with some scholarships, paid for Commissioner Hie's college education. Commissioner Hie graduated from the University of Tennessee's College of Pharmacy in 1969 and was drafted into the army the following year. His pharmacy training enabled him to work as a pharmacist at Walter Reed Army Medical Center—which he describes as an invaluable experience. After an honorable discharge from the army, Commissioner Hie and a business partner opened their own drugstore and ran it for ten years before selling it.

Commissioner Hie transitioned from the world of pharmacy to the world of finance, beginning work for the venerable J.C. Bradford investment firm in 1984 where he advised clients about their investments. After the sale of J.C. Bradford in the year 2000, John went to work for the investment firm Stephens, Inc., of Little Rock, Arkansas. John eventually retired from Stephens in 2015 to spend more time with family and friends, although he still works a few hours a week at Carezone Pharmacy in Nashville. John and his wife, Trish, have one son, one daughter-in-law, one grandson, AJ, and one granddog named Luna.

Dr. Kenneth C. Hill, Commissioner

Ashlee Hatfield, Executive Administrative Assistant

Dr. Kenneth C. Hill

Dr. Kenneth C. Hill, a native of Morrison City (North Kingsport), was appointed to TPUC by Lt. Governor Ron Ramsey in 2009 and reappointed in 2014. He was reappointed in 2020 by the Honorable Cameron Sexton, Speaker of the Tennessee House of Representatives.

Since his appointment, Dr. Hill has served as Chairman of TPUC and is currently active with the National Association of Regulatory Utility Commissioners (NARUC) and the Southeastern Association of Regulatory Utility Commissioners (SEARUC). He presently serves as SEARUC's President. He is a member of the NARUC Committee on Water, the NARUC Committee on International Relations, and the NARUC Subcommittee on Clean Coal Carbon Sequestration.

Dr. Hill is a member of the Board of NARUC and was formerly a member of the International Confederation of Energy Regulators (ICER) and the ICER Working Group for Small Energy Consumers, as well as a former mentor in the ICER Women In Energy Mentoring Program.

Dr. Hill has been a presenter at the NARUC and SEARUC annual meetings. He has also been a presenter and participant at the National Association of Water Companies (NAWC) Water Summit, the NAWC Commissioners' Forum, and the Emerging Issues Policy Forum (EIPF) (Energy) multiple times. Additionally, he has been a panelist at the

NAWC Southeastern Chapter Conference, as well as the United States Department of Energy Industrial Energy Efficiency Conference in Little Rock, Arkansas.

During his tenure with TPUC, he has also served as a member of the Tennessee State Information Systems Council; member of the Board of the Organization of PJM States, Inc. (OPSI); member of the Eastern Interconnection States Planning Council (EISPC); delegate to the 5th and 6th World Forum on Energy Regulation (WFER); and a Tennessee Team Member of the National Governors' Association Policy Academy on Enhancing Industry through Energy Efficiency and Combined Heat and Power.

Dr. Hill has been active in communications and broadcasting all of his adult life, having been involved for more than four decades in virtually every aspect of radio. For the past forty years, Dr. Hill has been President and CEO of the nonprofit Appalachian Educational Communication Corporation (AECC) in Bristol, Tennessee. AECC is the licensee of WHCB 91.5 FM.

Dr. Hill has also provided consulting services for nearly 40 years in the areas of technical writing and editing, public relations, proposal writing and editing, independent R&D documentation, government relations, corporate and business communication, media acquisition, media appraisal, and media utilization.

He earned his Bachelor of Science degree in Speech (Broadcasting) and History from East Tennessee State University; a Master of Science degree in Speech (Broadcasting) from Indiana State University; a Bachelor of Arts degree in Biblical Studies from Baptist Christian College; a Master of Religious Education from Manahath School of Theology; and a Doctor of Religious Education from Andersonville Baptist Seminary. Dr. Hill and his wife, Janet, reside in Blountville, Tennessee.

Robin L. Morrison, Commissioner

Ashlee Hatfield, Executive Administrative Assistant

Robin L. Morrison

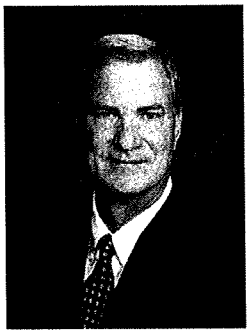
Robin L. Morrison was appointed to TPUC by House Speaker Beth Harwell in 2013 and reappointed in 2020 by Lieutenant Governor Randy McNally. Commissioner Morrison currently serves as a Vice President and a Private Client Relationship Manager for one of the South's largest banks, First Horizon—formerly known as First Tennessee. She brings to TPUC broad experience in customer relations, business management, and federal and regulatory compliance.

A graduate of the University of Tennessee at Chattanooga with a Bachelor of Business Administration degree in Finance, Commissioner Morrison possesses a comprehensive background in banking and finance. She has obtained her Series 7/63 financial licenses to sell securities and is also licensed to sell life and health insurance.

In addition, Commissioner Morrison is a graduate of both the Southeastern School of Banking and Leadership Chattanooga. She is active in leadership roles in her community, having served on the boards of the South Broad Redevelopment Group, Junior League of Chattanooga, and the Chattanooga Chamber of Commerce's Southside Council. She serves on the Executive Board of Chattanooga Ballet and is a member of Chattanooga Women's Leadership Institute.

Earl R. Taylor, Executive Director

Ashlee Hatfield, Executive Administrative Assistant



Earl R. Taylor

Earl R. Taylor was appointed to the Tennessee Public Utility Commission as Executive Director in 2012 by Governor Bill Haslam, House Speaker Beth Harwell, and Lieutenant Governor Ron Ramsey and has been subsequently reappointed by the Commissioners.

Taylor received a Bachelor of Science degree from the University of Tennessee at Knoxville and a Juris Doctor from the University of Memphis School of Law. He began his career as an attorney in his hometown of Johnson City.

Later professional endeavors included the development of WKXT-TV, the CBS Television affiliate in Knoxville, and the subsequent launch of the Warner Brothers affiliate in the same market. Most recently, Taylor has been a franchisee of Panera Bread, developing bakery-cafes in Florida, Texas, and Louisiana.

Actively engaged in his community, he has served as a mentor in the Knoxville Fellows program, as a commissioner for the Metropolitan Knoxville Airport Authority, and on the Knoxville Young Life Committee. As Executive Director of TPUC, he functions as the Commission's Chief Operating Officer, responsible for the agency's administrative duties and responsibilities. Mr. Taylor is married to Sheryl Dawson Taylor. They have four children and 12 grandchildren.

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What does the Consumer Advocate Division do?

The Consumer Advocate is a group of attorneys, accountants, financial analysts, and support staff within the Office of the Tennessee Attorney General. It is entirely separate, distinct, and unrelated to the Consumer Services Division of Tennessee Public Utilities Commission ("TPUC" or the "Commission"). There is virtually no overlap between the functions of the two groups.

The General Assembly established the Consumer Advocate in 1994 to represent and provide a voice for the interests of Tennessee consumers of investor-owned-utility services (or "public utilities" as defined in Tennessee law) before the Tennessee Public Utilities Commission or any other administrative, legislative, or judicial body. The relevant public utilities regulated by TPUC include electric, natural gas, water, and sewer companies, with a very limited regulation of certain non-rate aspects of telecom service.

Virtually all companies regulated by TPUC are government-sanctioned monopolies. These companies are given a grant of an exclusive right to serve a geographic area by TPUC. The idea behind this grant of exclusive authority is that it is wasteful and counterproductive to have duplicative sets of electric lines, water pipes, or gas pipelines.

The creation of monopoly providers of essential services like utilities, however, creates a need for regulation. In a competitive environment, competition provides a form of regulation. If consumers are displeased by the prices or conduct of a particular business, they may take their money to the business's competitors—thereby keeping prices in check and helping to avoid abusive practices by businesses. But monopolies eliminate all competition, necessitating a governmental entity to step in to ensure the monopoly providers do not abuse the consumer. This is especially true when the monopoly at issue is over essential services like water, gas, and electric.

In Tennessee, TPUC is the government entity that regulates public utilities. But even with a regulator in place, there remains significant imbalance between consumers and utilities. When public utilities appear before TPUC, they are well-represented by law firms of their choice; moreover, the fees of the law firms are considered a legitimate business expense that can be recovered in the rates consumers pay. For an individual consumer, it does not make sense to hire an expensive attorney to represent the individual's interests to TPUC when the proposed rate increase to the individual may be only several dollars or less a month. For a public utility, however, a rate increase of a dollar per customer, per month may mean a total increase of millions on an annual basis. Thus, public utilities have a substantial advantage over individual consumers because legal expenses incurred by a public utility (and likely ultimately paid by consumers) can be cost effective.

To address this imbalance and give consumers a legitimate voice in proceedings at TPUC the consumers would not otherwise have, the Legislature (and legislatures throughout the country) created the Consumer Advocate. The Consumer Advocate is currently located within the Office of the Attorney General and has been for nearly thirty years. When the Consumer Advocate wishes to represent consumers at TPUC, it must receive approval from the Attorney General and file a Petition to Intervene.

The most important cases at TPUC for the Consumer Advocate (and the individual consumers the Advocate represents) are cases where a utility seeks to raise rates. Traditionally, when a company sought to raise rates, it filed what is known as a "rate case," where all of a company's expenses and revenues are examined, and a rate is set that is intended to allow a company to earn a fair rate of return in future years. More recently, companies are using "alternative ratemaking mechanisms," which allow a company to recover expenses and/or investments on an annual basis, with a "true-up" of revenues and expenses every year.

In virtually all major rate cases and alternative ratemaking mechanism cases for at least the last ten years, the Consumer Advocate was the sole representative for consumers (with the exception in some cases of the participation by a coalition of large industrial consumers). No one at TPUC sought to be a party to a vast majority of those cases—not TPUC Legal Staff, TPUC's Utility Division, or TPUC's Division of Consumer Services. No one at TPUC or otherwise duplicated what the Consumer Advocate did. This of course is not surprising because the main function of TPUC in rate cases is to hear the evidence and make an independent decision, much like a court.

The work of the Consumer Advocate benefits residential, commercial, and industrial consumers. On the commercial and industrial side, firms pay attention to utility rates as important costs of doing business. Reasonable utility rates and utilities that provide reliable and sustainable services will continue to attract new business investment to Tennessee, while unreasonable rates would deter it. Thus, the Consumer Advocate's activity encourages economic growth and helps Tennessee maintain its advantage as the state competes for business investments.

For more information _____

TRA (Tennessee Regulatory Authority) was established in 1996. In 2017, Governor Bill Haslam signed legislation officially renaming TRA as the Tennessee Public Utility Commission (TPUC) to better align Tennessee with regulatory industry standards. If you have a TPUC regulated utility, and you still have billing or service-related questions that your provider has not answered, or just an inquiry in general, please call TPUC at **(800) 342-8359 / (615) 741-2904** or visit their website .

History and Leadership

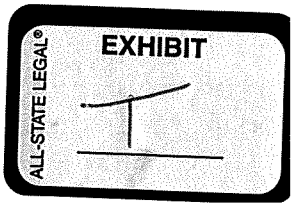
Established in 1996, the Tennessee Public Utility Commission (TPUC) was created to meet the challenge of the changing telecommunications and utility environment. The Tennessee Public Utility Commission is charged with the responsibility of setting the rates and service standards of privately owned telephone, natural gas, electric, and water utilities.

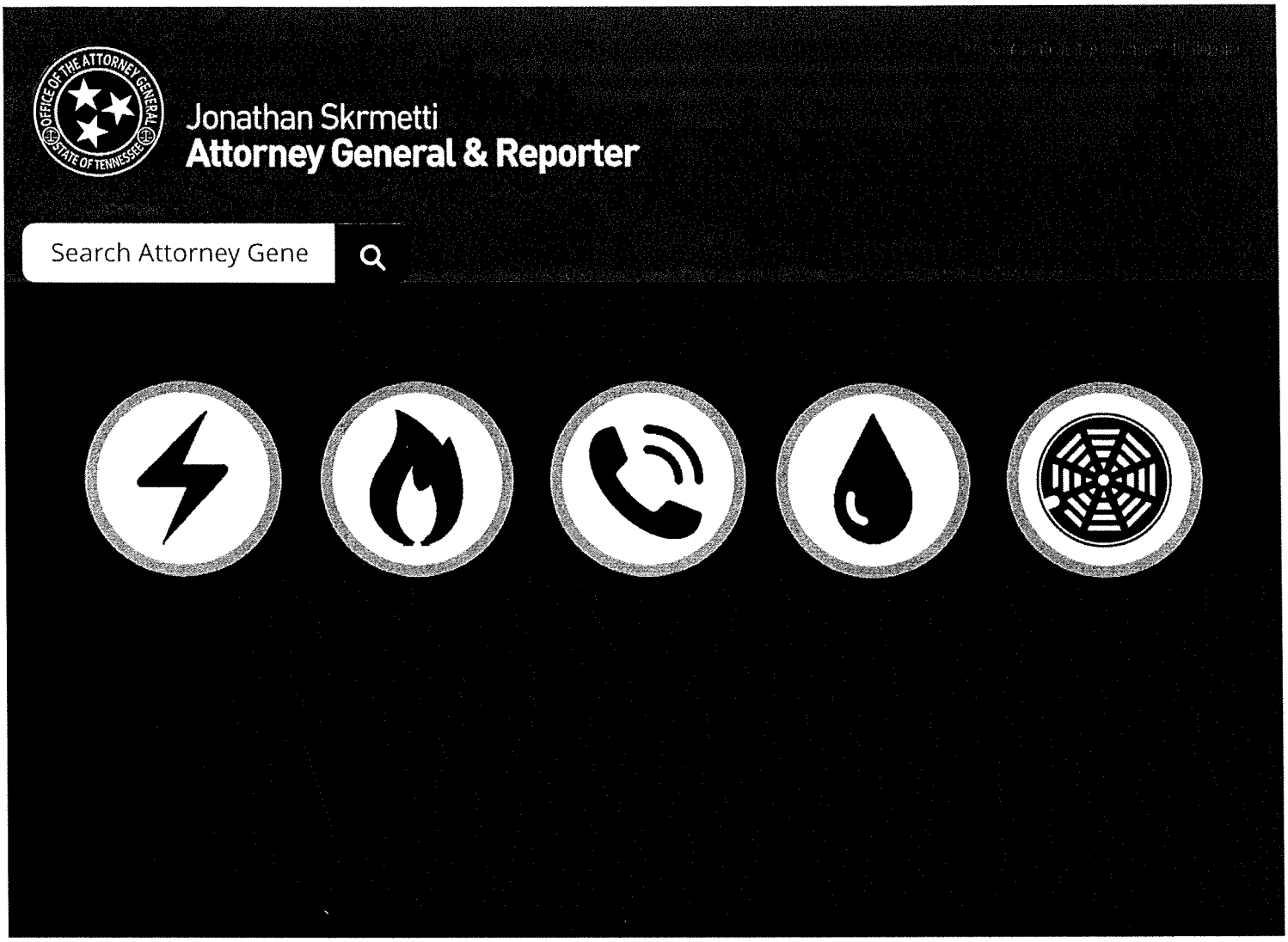
In 2017, Governor Bill Haslam signed legislation officially renaming the Tennessee Regulatory Authority (TRA). The agency's new name, the Tennessee Public Utility Commission (TPUC), was a move to align Tennessee with regulatory industry standards. In addition, the legislation also changed the title of the Commission's leadership board members from Directors to Commissioners, again to establish commonality with similar public utility commissions across the country.

Organizationally, the Tennessee Public Utility Commission consists of an Executive Director, Earl Taylor, and five divisions. The five divisions include Consumer Services, managed by Stacy Balthrop; Gas Pipeline Safety, managed by Bryce Keener; Information Technology, managed by Tracy Stinson; Legal, managed by Kelly Grams; and Utilities, managed by David Foster.

The staff of the Tennessee Public Utility Commission is made up of various professional disciplines, including accountants, administrators, attorneys, consumer specialists, economists, engineers, information technology specialists, policy advisors, and office support personnel.

The Tennessee Public Utility Commission is located in the Andrew Jackson building downtown Nashville, TN. The address is 502 Deaderick Street, 4th Floor. The Tennessee Public Utility Commission is one half mile from the three major interstate systems: I-24, I-40, and I-65.

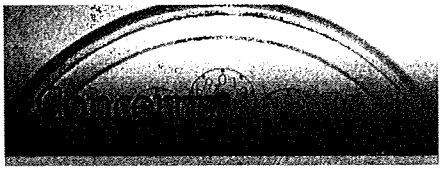




Consumer Advocate—Protecting Utility Customers

If you are a customer of a privately-owned utility in Tennessee, the Tennessee Legislature has created the Consumer Advocate to represent your interests when your utility wants to raise your rates or you have service problems. Examples of privately-owned utilities, also known as investor-owned utilities, are: Piedmont Natural Gas in Nashville; Atmos Energy Corporation in Williamson, Rutherford and other counties; Chattanooga Gas Company; Tennessee-American Water Company in Chattanooga; and Kingsport Electric. Privately-owned utilities also include several water and wastewater utilities such as Tennessee Wastewater and Cartwright Creek.

The Consumer Advocate does not handle cases involving utility companies run by your city or county government, or any co-ops. Most of our cases are at the Tennessee Public Utility Commission, also known as TPUC. If your utility is involved in a case at TPUC, please use this web page to learn more about your case. You may also contact us at TNConsumerAdvocate@ag.tn.gov .



What does the Consumer Advocate Division do?

What is TPUC?

How does a rate case work?

How does the Consumer Advocate choose which dockets to get involved in?

What are the "terms" used in dockets?

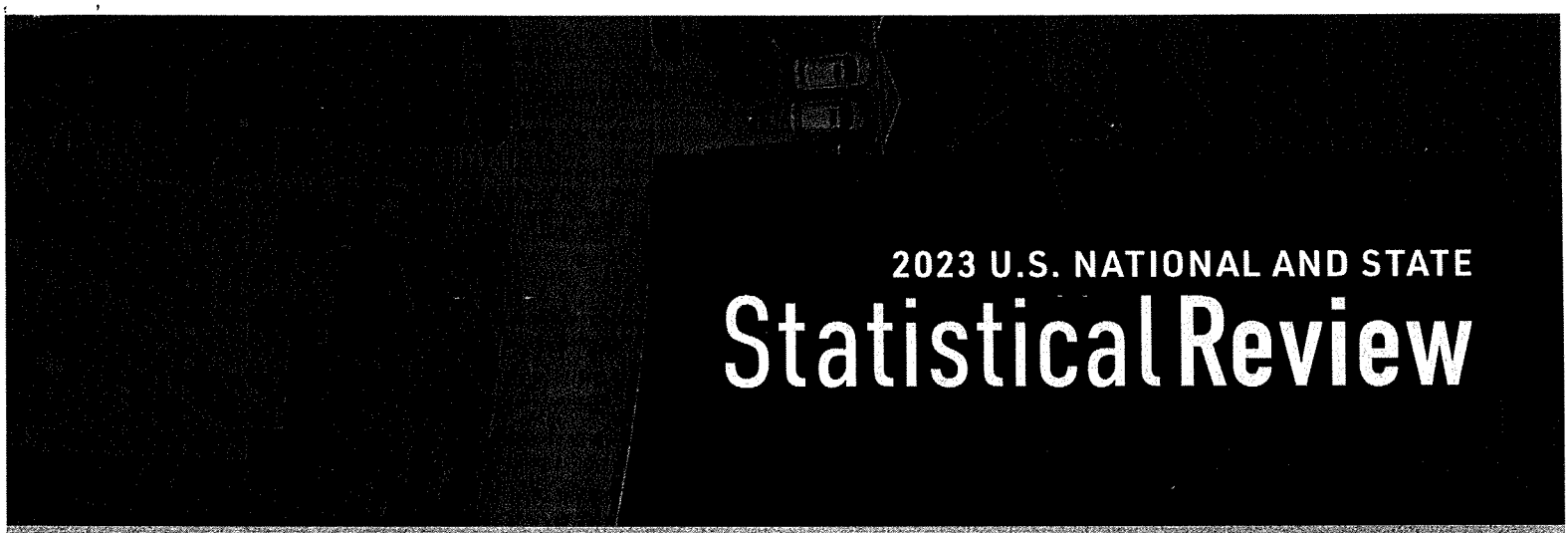
Consumer Advocate Open Dockets

Recent Consumer Advocate Activity

Most Recent Tariff Per Utility

Is my utility regulated by TPUC?

Steps to File a Complaint



2023 U.S. NATIONAL AND STATE

Statistical Review

U.S. COMMUNITY ASSOCIATIONS, HOUSING UNITS, AND RESIDENTS

Year	Communities	Housing Units	Residents
1970	10,000	.7 million	2.1 million
1980	36,000	3.6	9.6
1990	130,000	11.6	29.6
2000	222,500	17.8	45.2
2002	240,000	19.2	48.0
2004	260,000	20.8	51.8
2006	286,000	23.1	57.0
2008	300,800	24.1	59.5
2010	311,600	24.8	62.0
2011	317,200	25.4	62.7
2012	323,600	25.9	63.4
2013	328,500	26.3	65.7
2014	333,600	26.7	66.7
2015	338,000	26.2	68.0
2016	342,000	26.3	69.0
2017	344,500	26.6	70.0
2018	347,000	26.9	73.5
2019	351,000	27.2	73.9
2020	355,000	27.5	74.1
2021	358,000	27.7	74.2
2022	362,000	28.0	75.0
2023	365,000	28.2	75.5

Homeowners associations account for about 58-63% of the totals, condominium communities for 35-40%, and cooperatives for 2-4%.

FCAR ESTIMATES THE NUMBER OF U.S. COMMUNITY ASSOCIATIONS IN 2024 IS BETWEEN 367,000 AND 370,000

Research published in the *Community Association Fact Book 2025*, produced by the Foundation for Community Association Research (FCAR).

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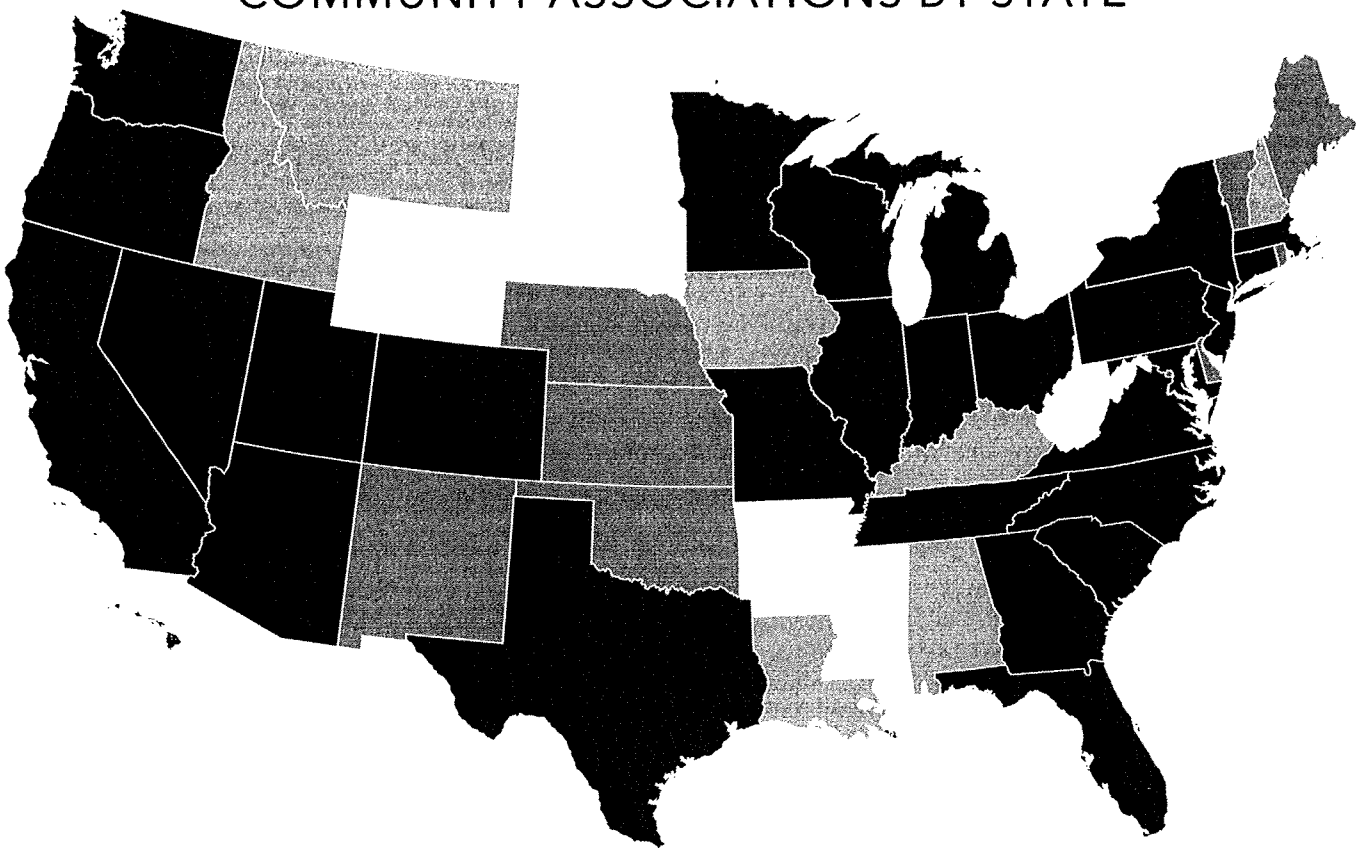
COMMUNITY ASSOCIATIONS BY STATE



STATE	NUMBER OF ASSOCIATIONS	ROUNDED ESTIMATED NUMBER OF RESIDENTS IN ASSOCIATIONS	ROUNDED ESTIMATED NUMBER OF UNITS IN ASSOCIATIONS
California	50,700	14,401,000	5,009,000
Florida	49,800	9,524,000	3,884,000
Texas	22,300	6,122,000	2,203,000
Illinois	19,550	3,900,000	1,525,000
North Carolina	14,900	2,861,000	1,162,000
New York	14,400	3,721,000	1,423,000
Massachusetts	11,500	1,676,000	658,000
Georgia	11,200	2,302,000	874,000
Washington	10,850	2,453,000	959,000
Colorado	11,300	2,497,000	961,000
Arizona	10,100	2,249,000	893,000
Virginia	9,100	2,050,000	804,000
Ohio	8,750	1,654,000	683,000
Michigan	8,650	1,439,000	585,000
Minnesota	7,950	1,556,000	620,000
South Carolina	7,400	1,399,000	577,000
New Jersey	7,150	1,485,000	558,000
Pennsylvania	6,930	1,320,000	541,000
Maryland	7,100	1,062,000	406,000
Missouri	5,700	948,000	320,000
Wisconsin	5,600	773,000	433,000
Tennessee	5,300	749,000	303,000
Indiana	5,150	874,000	348,000
Connecticut	5,100	468,000	186,000
Oregon	4,100	580,000	235,000
Nevada	3,700	551,000	212,000
Utah	3,650	644,000	209,000

Between 2,000 and 3,000 associations

Alabama, Idaho, Iowa, Kentucky, Louisiana, Montana, and New Hampshire

Between 1,000 and 2,000

Delaware, District of Columbia, Hawaii, Kansas, Maine, Nebraska, New Mexico, Oklahoma, Rhode Island, and Vermont

Fewer than 1,000

Alaska, Arkansas, Mississippi, North Dakota, South Dakota, West Virginia, and Wyoming

Total U.S. associations: 365,000

NOTE: The term "community association" in this summary refers to condominiums, cooperatives, and planned communities with the latter sometimes referred to as HOAs. See the *Community Association Fact Book 2023* at foundation.caionline.org/factbook for association terminology.

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NATIONAL DATA, 2023

30
Percent of U.S. population in community associations.

$12.2 trillion
Value of homes in community associations.

$371.2 billion
Community association economic contributions in 2023 including volunteer time, real estate taxes, home improvements, and housing services.

$108.8 billion
Assessments collected from homeowners. Assessments fund many essential association obligations, including professional management services, utilities, security, insurance, common area maintenance, landscaping, capital improvement projects, and amenities like pools and club houses.

$27.2 billion
Assessment dollars contributed to association reserve funds for the repair, replacement, and enhancement of common property, e.g., replacing roofs, resurfacing streets, repairing swimming pools and elevators, meeting new environmental standards, and implementing new energy-saving features.

60,000-65,000
Community association managers (includes on-site managers and those who provide part-time support to a number of communities).

7,000-9,000
Large-scale associations, i.e., those meeting at least two of the following three characteristics: a single, contiguous community with a general manager; a minimum of 1,000 lots and/or homes; and a minimum annual budget of $2 million.

30-40
Percentage of community associations that are self-managed, meaning they may use professional assistance for specific projects, activities, and services, but do not employ a professional manager or management company.

67% of homes completed & 84% of homes sold
Percent of housing in a community association.

9,000-10,000
Community association management companies.

105,000-110,000
Individuals employed by management companies and onsite for associations with staff.

2,500,000
Community association elected members of boards of directors and appointed committee members.

100,400,000
Volunteer hours of service performed annually by association board and committee members to provide governance, community, and related services.

$3.2 billion
Estimated value of time provided by homeowner board and committee members. Volunteer hourly time is calculated for each state with the average at $31.80 per hour based on data from Independent Sector.

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FOUNDATION FOR COMMUNITY ASSOCIATION

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Drinking Water Branch

Water Systems

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Water System Search

County Map

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000514	ANDERSON COUNTY WATER AUTH	C	A	ANDERSON
TN0000120	CLINTON UTILITIES BOARD	C	A	ANDERSON
TN0000513	NORRIS WATER COMMISSION	C	A	ANDERSON
TN0000522	OAK RIDGE DEPT OF PUBLIC WORKS	C	A	ANDERSON
TN0000383	ROCKY TOP WATER DEPT	C	A	ANDERSON
TN0003003	SEQUOYAH MARINA LLC	NC	A	ANDERSON
TN0001068	Y-12 NNSA PRODUCTION OFFICE	NTNC	A	ANDERSON
TN0004423	ANDERSON CO. PARK, CAMPGROUND	NC	I	ANDERSON
TN0001495	ANDERSON CO. PARK, PICNIC	NC	I	ANDERSON
TN0000768	ANDERSON COUNTY UTILITY BOARD	C	I	ANDERSON
TN0000016	ANDERSONVILLE UTILITY DISTRICT	C	I	ANDERSON
TN0003005	CAMP PELLISSIPPI BSA	NC	I	ANDERSON
TN0004331	CLARK CENTER BATH HOUSE	NC	I	ANDERSON
TN0004329	CLARK CENTER OFFICE SYSTEM	NC	I	ANDERSON
TN0002998	DEEP SPRINGS BAPTIST CHURCH	NC	I	ANDERSON
TN0000772	DEPT OF ENERGY, ETMC	C	I	ANDERSON
TN0003006	DONOVAN CENTER	NC	I	ANDERSON
TN0004355	DUTCH VALLEY BAPTIST CHURCH	NC	I	ANDERSON
TN0002999	FAIRVIEW BAPTIST CHURCH	NC	I	ANDERSON
TN0002450	FAIRVIEW SCHOOL	NC	I	ANDERSON
TN0000121	FIRST U D OF ANDERSON COUNTY	C	I	ANDERSON
TN0004454	INDIAN BLUFF CHURCH	NC	I	ANDERSON
TN0003002	LAUREL GROVE COMM. CLUB	NC	I	ANDERSON
TN0000433	MARLOW UTILITY DISTRICT	C	I	ANDERSON
TN0004677	MARTY'S MARKET	NC	I	ANDERSON
TN0003001	MOUNT PLEASANT BAPTIST CHURCH	NC	I	ANDERSON
TN0004475	MT OLIVE BAPTIST	NC	I	ANDERSON
TN0004248	NORRIS DAM STATE RESORT PK	NC	I	ANDERSON
TN0001061	OAK RIDGE ASSOCIATED UNIVERSIT	NTNC	I	ANDERSON
TN0003007	ROSEDALE ELEMENTARY SCHOOL	NC	I	ANDERSON
TN0003004	STARDUST PROPERTIES, LLC	NC	I	ANDERSON
TN0008260	TARA HILLS APARTMENTS	C	I	ANDERSON
TN0000869	TWI-LITE ZONE MOBILE HOME PARK	C	I	ANDERSON

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000051	BIG SANDY WATER DEPARTMENT	C	A	BENTON
TN0004360	BIRDSONG RESORT & MARINA	NC	A	BENTON
TN0000090	CAMDEN WATER DEPT	C	A	BENTON
TN0001854	CAMP MACK MORRIS	NC	A	BENTON
TN0000950	DRY BRANCH WATER SYSTEM #1	NC	A	BENTON
TN0004337	DRY BRANCH WATER SYSTEM #2	NC	A	BENTON
TN0003018	FLATWOODS METHODIST CHURCH	NC	A	BENTON
TN0000055	HARBOR UTILITY DISTRICT	C	A	BENTON
TN0005184	SONGBIRD CAMPGROUND	NC	A	BENTON
TN0005185	WILDLIFE COVE CAMPGROUND	NC	A	BENTON
TN0004359	BASS BAY VILLAGE	NC	I	BENTON
TN0004366	EAGLE CREEK RESORT #2	NC	I	BENTON
TN0004367	EAGLE CREEK RESORT #3	NC	I	BENTON
TN0002515	GRANNY'S BRANCH RESORT	NC	I	BENTON
TN0005115	GRANNY'S BRANCH RESORT #2	NC	I	BENTON
TN0004738	HARMON CREEK BOAT DOCK	NC	I	BENTON
TN0001849	HOLLADAY SCHOOL	NC	I	BENTON
TN0001013	HOLLOWELLS EXXON	NC	I	BENTON
TN0004964	HWY 70 CAFE	NC	I	BENTON
TN0002607	I-40 REST AREA BENTON	NC	I	BENTON
TN0004666	JONES MINI MART & POOL SUPPLY	NC	I	BENTON
TN0004630	LEARN-A-LOT	NTNC	I	BENTON
TN0005065	LYNCH'S QUICK STOP	NC	I	BENTON
TN0000054	MCDANIEL GRANNYS BRANCH MHP	C	I	BENTON
TN0005094	MOCKINGBIRD HILL CABIN ASSO	NC	I	BENTON
TN0004375	NORTH FORTY TRUCKSTOP,INC.	NC	I	BENTON
TN0004629	REITH RESORT & TRAILER PARK	NC	I	BENTON
TN0003789	SANDY RIVER CROSSING	NC	I	BENTON
TN0004358	SANDYS CAMP	NC	I	BENTON
TN0001850	STUCKEYS #269	NC	I	BENTON
TN0001011	SUGAR TREE MARINA	NC	I	BENTON
TN0001983	SUGAR TREE TRUCK STOP	NC	I	BENTON
TN0004709	THE ROCK A LITTLE	NC	I	BENTON

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0001261	ABRAMS CREEK CAMPGROUND	NC	A	BLOUNT
TN0000007	ALCOA WATER SYSTEM	C	A	BLOUNT
TN0001262	CABLE MILL COMFORT STATION	NC	A	BLOUNT
TN0001263	CADES COVE CAMPGROUND	NTNC	A	BLOUNT
TN0005067	CHALET VILLAGE HOA	NC	A	BLOUNT
TN0000438	CITY OF MARYVILLE W&S DEPT	C	A	BLOUNT
TN0008003	COUNTRY ACRES FARM	C	A	BLOUNT
TN0004694	DOCKS MOTEL	NC	A	BLOUNT
TN0000249	FRIENDSVILLE WATER WORKS	C	A	BLOUNT
TN0001932	HARMONY FAMILY CENTER AT MONTVALE	NC	A	BLOUNT
TN0001269	LOOK ROCK CAMPGROUND	NC	A	BLOUNT
TN0000643	SOUTH BLOUNT UTILITY DISTRICT	C	A	BLOUNT
TN0001271	TREMONT INSTITUTE	NC	A	BLOUNT
TN0000714	TUCKALEECHEE UTILITY DISTRICT	C	A	BLOUNT
TN0005134	US-129 DRAGON STORE	NC	A	BLOUNT
TN0001933	WESLEY WOODS CAMP	NC	A	BLOUNT
TN0001936	ALLEGHENY BAPTIST CHURCH	NC	I	BLOUNT
TN0004834	ALLEGHENY MISS BAPTIST CHURCH	NC	I	BLOUNT
TN0000974	ALLENDALE MOBILE HOME PARK	C	I	BLOUNT
TN0001927	BALLARD'S CHAPEL BAPTIST CH	NC	I	BLOUNT
TN0000805	BAYS MOUNTAIN MOBILE HOME PARK	C	I	BLOUNT
TN0004611	BROOKHAVEN FARM	NC	I	BLOUNT
TN0001970	BROOKHAVEN FARMS RESTAURANT	NC	I	BLOUNT
TN0004803	BROOKHAVEN LODGE	NC	I	BLOUNT
TN0004883	BROOKHAVEN MOTEL	NC	I	BLOUNT
TN0004620	BROOKHAVEN POOL	NC	I	BLOUNT
TN0000089	CALDERWOOD VILLAGE WATER SYS.	C	I	BLOUNT
TN0008219	CAMELLIA TRACE @ MTN. VIEW APT	C	I	BLOUNT
TN0001964	CAMP CHILHOWEE	NC	I	BLOUNT
TN0001943	CEDAR GROVE BAPTIST CHURCH	NC	I	BLOUNT
TN0001947	CENTRAL POINT BAPTIST CHURCH	NC	I	BLOUNT
TN0000439	EDGE-O-TOWN MOBILE HOME PARK	C	I	BLOUNT
TN0001942	ELLEJOY BAPTIST CHURCH	NC	I	BLOUNT

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000117	CLEVELAND UTILITIES	C	A	BRADLEY
TN0000831	HIWASSEE UTILITY COMMISSION	C	A	BRADLEY
TN0000525	OCOEE UTILITY DISTRICT	C	A	BRADLEY
TN0004425	B & B MARINA	NC	I	BRADLEY
TN0000118	BACHMAN MEMORIAL HOME	C	I	BRADLEY
TN0003038	BANCROFT CHURCH OF GOD	NC	I	BRADLEY
TN0001527	BLACK FOX SCHOOL	NC	I	BRADLEY
TN0001524	BLACK FOX UNITED METHODIST CH	NC	I	BRADLEY
TN0001534	BLUE SPRINGS BAPTIST CHURCH	NC	I	BRADLEY
TN0001535	BLUE SPRINGS SCHOOL	NC	I	BRADLEY
TN0004434	CANDIES CREEK BAPTIST CHURCH	NC	I	BRADLEY
TN0003032	CHATTANOOGA NORTH KOA CAMPGR	NC	I	BRADLEY
TN0002097	COHULLA BAPTIST CHURCH	NC	I	BRADLEY
TN0000973	DEER HOLLOW ESTATES	C	I	BRADLEY
TN0004427	EXIT 33 CAMPGROUND	NC	I	BRADLEY
TN0004903	FLAGSTONE CHAMPIONSHIP GOLF CL	NC	I	BRADLEY
TN0000782	G & M APARTMENTS WATER SYS	C	I	BRADLEY
TN0004534	JPS LOUNGE	NC	I	BRADLEY
TN0002351	LEBANON BAPTIST CHURCH	NC	I	BRADLEY
TN0002373	LEBANON INTERDENOMINATIONAL CH	NC	I	BRADLEY
TN0004530	MINERAL PARK TAVERN	NC	I	BRADLEY
TN0002289	MT CARMEL BAPTIST CHURCH	NC	I	BRADLEY
TN0002427	NEW FRIENDSHIP BAPTIST CHURCH	NC	I	BRADLEY
TN0000810	NORTH BRADLEY U D	C	I	BRADLEY
TN0003222	OLIN CORPORATION	NTNC	I	BRADLEY
TN0003023	PINE HILL CHURCH OF GOD	NC	I	BRADLEY
TN0004426	PONDEROSA SERVICE STATION	NC	I	BRADLEY
TN0000564	PROSPECT MCDONALD UTILITY DIST	C	I	BRADLEY
TN0004308	RED CLAY STATE HISTORIC AREA	NC	I	BRADLEY
TN0004665	ROCKIN HORSE CHILD CARE CENTER	NTNC	I	BRADLEY
TN0004960	SHENANDOAH BAPTIST CHURCH	NC	I	BRADLEY
TN0003025	THOMPSON SPRINGS BAPTIST CHURC	NC	I	BRADLEY
TN0003024	WHITE OAK BAPTIST CHURCH	NC	I	BRADLEY

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0005097	ALDER SPRINGS VILLAGE	NC	A	CAMPBELL
TN0008295	CARYVILLE-JACKSBORO UTILITIES #2	C	A	CAMPBELL
TN0000322	CARYVILLE-JACKSBORO UTILITIES COMMISSION	C	A	CAMPBELL
TN0000912	DEERFIELD WATER SYSTEM, LLC	C	A	CAMPBELL
TN0004849	INFAITH - GALILEE BIBLE CAMP	NC	A	CAMPBELL
TN0000330	JELLICO UTILITIES AUTHORITY	C	A	CAMPBELL
TN0000374	LAFOLLETTE UTILITIES BOARD	C	A	CAMPBELL
TN0004591	SHANGHAI RESORT	NC	A	CAMPBELL
TN0004768	SPRINGS DOCK	NC	A	CAMPBELL
TN0002793	AMVETS CLUB TAVERN	NC	I	CAMPBELL
TN0002800	BIG CREEK BAPTIST CHURCH	NC	I	CAMPBELL
TN0004954	COUNTRY BAR & GRILL	NC	I	CAMPBELL
TN0004745	DEERFIELD RESORT #2 BIG PINE	NC	I	CAMPBELL
TN0004746	DEERFIELD RESORT #3 AIRSTRIP	NC	I	CAMPBELL
TN0004815	DEERFIELD RESORT #4 FRONT ENT	NC	I	CAMPBELL
TN0004820	DOGWOOD ACRES BED & BRKFST	NC	I	CAMPBELL
TN0003422	DUFF ELEMENTARY	NTNC	I	CAMPBELL
TN0002815	ELK VALLEY SCHOOL	NC	I	CAMPBELL
TN0000323	INDIAN RIVER	C	I	CAMPBELL
TN0002930	INDIAN RIVER MARINA	NC	I	CAMPBELL
TN0002651	KILGORES MARINA	NC	I	CAMPBELL
TN0002797	LINOSAY MILL RESORT	NC	I	CAMPBELL
TN0004847	MOUNTAIN VIEW MARKET	NC	I	CAMPBELL
TN0002804	PINE CREST ELEMENTARY	NTNC	I	CAMPBELL
TN0004577	POWELL VALLEY FOODS	NC	I	CAMPBELL
TN0000378	POWELL VALLEY RESORT	C	I	CAMPBELL
TN0009378	POWELL VALLEY RESORT	NC	I	CAMPBELL
TN0000379	RAINBOW POINT WATER SYSTEM	C	I	CAMPBELL
TN0002799	RAINBOW RICHLANDS WATER SYSTEM	NC	I	CAMPBELL
TN0000891	RAINBOW RICHLANDS, INC.	C	I	CAMPBELL
TN0004721	ROYAL BLUE RESTAURANT	NC	I	CAMPBELL
TN0004817	SHANGHAI LANDING	NC	I	CAMPBELL
TN0002795	SPRINGS DOCK & RESORT	NC	I	CAMPBELL

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000035	ATWOOD WATER SYSTEM	C	A	CARROLL
TN0000081	BRUCETON WATER SYSTEM	C	A	CARROLL
TN0000098	CEDAR GROVE UTILITY DISTRICT	C	A	CARROLL
TN0003110	ENON MISSIONARY BAPTIST CHURCH	NC	A	CARROLL
TN0000310	HOLLOW ROCK WATER DEPT	C	A	CARROLL
TN0003078	HOWSE BAPTIST CHURCH	NC	A	CARROLL
TN0000316	HUNTINGDON WATER DEPT	C	A	CARROLL
TN0000421	MCKENZIE WATER DEPT	C	A	CARROLL
TN0000422	MCLEMORESVILLE WATER DEPT	C	A	CARROLL
TN0000115	SOUTH CARROLL UTILITY DISTRICT	C	A	CARROLL
TN0000710	TREZEVANT WATER SYSTEM	C	A	CARROLL
TN0003105	ANDERSON MOTEL	NC	I	CARROLL
TN0004737	ANN AND ANDY'S DAY CARE CENTER	NTNC	I	CARROLL
TN0000907	ATWOOD ACRES MOBILE HOME VILL.	C	I	CARROLL
TN0003113	BARTON'S TRAILER COURT	NC	I	CARROLL
TN0004554	BILL'S LOUNGE	NC	I	CARROLL
TN0003077	BILLS LOUNGE	NC	I	CARROLL
TN0005126	CARL MANN'S MUSIC HALL	NC	I	CARROLL
TN0004127	CARROLL DRIVE IN THEATER	NC	I	CARROLL
TN0003565	CARROLL DRIVE-IN	NC	I	CARROLL
TN0003088	CARROLL LAKE COUNTRY CLUB, INC	NC	I	CARROLL
TN0005155	CONCORD BAPTIST CHURCH	NC	I	CARROLL
TN0003094	COOL SPRINGS CUMBERLAND PRESBC	NC	I	CARROLL
TN0004563	COUNTRY CAFE	NC	I	CARROLL
TN0003099	FAIRVIEW BAPTIST CHURCH	NC	I	CARROLL
TN0004615	GOOB'S TAVERN	NC	I	CARROLL
TN0003140	HAMPIS DRIVE-INN	NC	I	CARROLL
TN0005156	LIBERTY HILL BAPTIST CHURCH	NC	I	CARROLL
TN0002374	LITTLE GROVE BAPTIST CHURCH	NC	I	CARROLL
TN0003082	MAPLE CREEK LAKE STATE PARK	NC	I	CARROLL
TN0004555	MAYO'S BAR-B-QUE	NC	I	CARROLL
TN0004233	MILAN ARSENAL #2	NTNC	I	CARROLL
TN0003091	MT. NEBO BAPTIST CHURCH	NC	I	CARROLL

TN0004702	NESBETT'S COUNTRY KITCHEN	NC	I	CARROLL	
TN0003093	NEW CROSSROADS BAPTIST CHURCH	NC	I	CARROLL	
TN0002413	NEW REEDY CREEK BAPTIST CHURCH	NC	I	CARROLL	
TN0003282	PETE SMITH DONUT SHOP	NC	I	CARROLL	
TN0003098	PLEASANT HILL UNITED METHODIST	NC	I	CARROLL	
TN0003089	SMYRNA BAPTIST CHURCH	NC	I	CARROLL	
TN0004965	TED-DEE'S CATFISH CAFE & MKT	NC	I	CARROLL	
TN0004502	TIMBERLAKE SUBDIVISION	NC	I	CARROLL	
TN0002868	WEBB'S BAR B QUE	NC	I	CARROLL	
TN0003080	WEST CARROLL HIGH SCHOOL	NTNC	I	CARROLL	
TN0003103	WEST CARROLL PRIMARY @WESTVIEW	NC	I	CARROLL	
TN0002838	WINGO BAPTIST CHURCH	NC	I	CARROLL	
TN0004553	WOODS BAR-B-QUE	NC	I	CARROLL	

Total Number of Records Displayed = 46

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0004989	BLACK BEAR RESORT	NC	A	CARTER
TN0005051	COVE CREEK CAMPGROUND #1	NC	A	CARTER
TN0005188	COVE CREEK CAMPGROUND #2	NC	A	CARTER
TN0004277	DENNIS COVE CAMPGROUND - USFS	NC	A	CARTER
TN0000221	ELIZABETHTON WATER DEPT	C	A	CARTER
TN0000094	FIRST U.D. OF CARTER COUNTY	C	A	CARTER
TN0002433	FISH SPRINGS MARINA	NC	A	CARTER
TN0000282	HAMPTON UTILITY DISTRICT	C	A	CARTER
TN0001025	JOHNSON CABINS	NC	A	CARTER
TN0000223	NORTH ELIZABETHTON WATER CO-OP	C	A	CARTER
TN0000802	PETERS HOLLOW WATER SYSTEM	C	A	CARTER
TN0000584	ROAN MOUNTAIN UTILITY DISTRICT	C	A	CARTER
TN0004458	ROAN MTN ST PK-CABINS	NC	A	CARTER
TN0004461	ROAN MTN ST PK-CMPG CHECK IN	NC	A	CARTER
TN0004457	ROAN MTN ST PK-MAINTENANCE	NC	A	CARTER
TN0004456	ROAN MTN ST PK-POOL	NC	A	CARTER
TN0003119	ROAN MTN ST PK-VISITOR CENTER	NC	A	CARTER
TN0000633	SIAM UTILITY DISTRICT	C	A	CARTER
TN0000646	SOUTH ELIZABETHTON U.D.	C	A	CARTER
TN0005236	SUGAR HOLLOW RV PARK	NC	A	CARTER
TN0008278	WATAUGA RIVER REG WATER AUTH	C	A	CARTER
TN0004994	BEECH CLIFF FREEWILL BAPTIST	NC	I	CARTER
TN0005009	BIG D COUNTRY STORE	NC	I	CARTER
TN0000060	BLUE SPRINGS UTILITY DIST	C	I	CARTER
TN0003116	CAPTAIN'S TABLE REST. AND MAR.	NC	I	CARTER
TN0003126	CHARLES HARDIN	NC	I	CARTER
TN0000811	DRY HOLLOW W S %DEAN PIERCE	C	I	CARTER
TN0004716	ELK MILLS GRILL	NC	I	CARTER
TN0005168	ELK RIVER RESTAURANT	NC	I	CARTER
TN0004400	GREENE COMMUNITY AND TR PK	NC	I	CARTER
TN0003127	HAPPY VALLEY MOTEL	NC	I	CARTER
TN0004991	KING OF THE ROAD RESTAURANT	NC	I	CARTER
TN0003117	LAKEVIEW PARK	NC	I	CARTER

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000022	ARTHUR-SHAWANEE UTILITY DISTRICT	C	A	CLAIBORNE
TN0005183	BUNCH HOLLOW CMPGD & RESORT	NC	A	CLAIBORNE
TN0000113	CLAIBORNE UTILITIES DISTRICT	C	A	CLAIBORNE
TN0000826	CLEARFORK UTILITY DISTRICT	C	A	CLAIBORNE
TN0000161	CUMBERLAND GAP WATER SERVICES	C	A	CLAIBORNE
TN0000290	LINCOLN MEMORIAL UNIVERSITY	C	A	CLAIBORNE
TN0005199	RUSTIC RIVER CO.	NC	A	CLAIBORNE
TN0001552	B&B TRUCK STOP	NC	I	CLAIBORNE
TN0001675	BETHEL BAPTIST CHURCH	NC	I	CLAIBORNE
TN0000289	BILTON COMMUNITY WATER SYSTEM	C	I	CLAIBORNE
TN0001673	BLAIRS CREEK BAPTIST CHURCH	NC	I	CLAIBORNE
TN0000509	CAPE NORRIS SUBDIVISION	C	I	CLAIBORNE
TN0001993	CARRS BRANCH BAPTIST CHURCH	NC	I	CLAIBORNE
TN0001994	CARRS CHAPEL BAPTIST CHURCH	NC	I	CLAIBORNE
TN0001986	CAVE SPRINGS BAPTIST CHURCH	NC	I	CLAIBORNE
TN0001646	CHARLES TEAGUE	NC	I	CLAIBORNE
TN0001674	CHURCH OF OUR LORD JESUS ONLY	NC	I	CLAIBORNE
TN0003545	CLAIBORNE COUNTY BOAT DOCK	NC	I	CLAIBORNE
TN0001650	CLAIRFIELD ELE SCHOOL	NTNC	I	CLAIBORNE
TN0004533	D & S RESTAURANT	NC	I	CLAIBORNE
TN0002475	FORGE RIDGE ELEMENTARY SCHOOL	NC	I	CLAIBORNE
TN0002476	FORGEIRIDGE HIGH SCHOOL	NTNC	I	CLAIBORNE
TN0001667	HIDDEN ACRES SUBDIVISION	NC	I	CLAIBORNE
TN0008015	HIDDEN ACRES SUBDIVISION	C	I	CLAIBORNE
TN0001663	LAKE SIDE MARKET AND GRILL	NC	I	CLAIBORNE
TN0001672	LIBERTY BAPTIST CHURCH	NC	I	CLAIBORNE
TN0001666	LONE MOUNTAIN BOAT DOCK	NC	I	CLAIBORNE
TN0001660	MIDWAY SCHOOL	NC	I	CLAIBORNE
TN0000955	MOCKINGBIRD HILL ESTATES	C	I	CLAIBORNE
TN0001651	MODEL VALLEY ECONOMIC DEV CORP	NC	I	CLAIBORNE
TN0001671	PLEASANT VIEW BAPTIST CHURCH	NC	I	CLAIBORNE
TN0004344	POWELL VALLEY HIGH SCHOOL	NTNC	I	CLAIBORNE
TN0001656	POWELL VALLEY VOCATIONAL SCH	NTNC	I	CLAIBORNE

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000099	CELINA WATER SYSTEM	C	A	CLAY
TN0000573	NORTHWEST CLAY COUNTY UTILITY	C	A	CLAY
TN0002569	ARCOT CHURCH OF CHRIST	NC	I	CLAY
TN0002551	AVERYS PACKAGE STORE	NC	I	CLAY
TN0002567	BAKERTON CHURCH OF CHRIST	NC	I	CLAY
TN0002542	BOLES TAVERN	NC	I	CLAY
TN0002562	CAVE SPRINGS CHURCH OF CHRIST	NC	I	CLAY
TN0002545	CEDAR HILL RESORT	NC	I	CLAY
TN0002555	CLEARVIEW TAVERN	NC	I	CLAY
TN0002574	CLEMENTSVILLE CHURCH OF CHR	NC	I	CLAY
TN0002537	D C WEBB'S TAVERN	NC	I	CLAY
TN0002531	DALE HOLLOW HILLS	NC	I	CLAY
TN0002544	DALE HOLLOW MARINA	NC	I	CLAY
TN0002547	ED BOLES GROCERY SB	NC	I	CLAY
TN0000100	FREE HILL UTILITY DISTRICT	C	I	CLAY
TN0002205	HERMITAGE SPRINGS CHURCH CHR	NC	I	CLAY
TN0002662	HOLLY CREEK BOAT DOCK	NC	I	CLAY
TN0002206	LACY PACKAGE STORE	NC	I	CLAY
TN0002528	LAKEVIEW RESORT	NC	I	CLAY
TN0002566	LEONARD CHURCH OF CHRIST	NC	I	CLAY
TN0002540	LIKENS PACKAGE STORE	NC	I	CLAY
TN0004148	LILLY DALE SITE-DALE HOLLOW	NC	I	CLAY
TN0002243	MAPLE GROVE ELEM SCHOOL	NTNC	I	CLAY
TN0002664	MAPLE GROVE SCHOOL	NC	I	CLAY
TN0002563	MOUNT VERNON CHURCH OF CHRIST	NC	I	CLAY
TN0002568	NEW HOPE CHURCH OF CHRIST	NC	I	CLAY
TN0002560	OAK GROVE CHURCH OF CHRIST BR	NC	I	CLAY
TN0004493	OVERTON COUNTY CAMPGROUND	NC	I	CLAY
TN0002576	PINE HILL CHURCH OF CHRIST	NC	I	CLAY
TN0004149	PLEASANT GROVE-DALE HOLLOW	NC	I	CLAY
TN0002659	PLESANT GROVE RECREATION AREA	NC	I	CLAY
TN0002559	ROCK SPRINGS CHURCH OF CHRIST	NC	I	CLAY
TN0002535	S L WEBB GROCERY	NC	I	CLAY

TN0000814	SOUTHEAST CLAY UTILITY DISTRIC	C	I	CLAY
TN0003952	STAR LITE CABINS	NC	I	CLAY
TN0002572	UNION HILL COMMUNITY CENTER	NC	I	CLAY
TN0002538	WALKER'S PACKAGE STORE	NC	I	CLAY
TN0002552	WILLOW GROVE DOCK	NC	I	CLAY
TN0002553	WILLOW GROVE RESORT TRAILERS	NC	I	CLAY
TN0004147	WILLOW GROVE SITE-DALE HOLLOW	NC	I	CLAY

Total Number of Records Displayed = 40

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0005198	BRIGGS BROTHERS RANCH & WINERY, LLC.	NC	A	COCKE
TN0001265	COSBY CAMPGROUND	NC	A	COCKE
TN0004791	HARTFORD WELCOME CENTER	NC	A	COCKE
TN0002622	INDIAN CAMP CREEK RESORT	NC	A	COCKE
TN0000500	NEWPORT UTILITIES BOARD	C	A	COCKE
TN0002614	ROAMSTEAD SMOKY MTN	NC	A	COCKE
TN0001067	SUNSET GAP COMMUNITY CENTER	NC	A	COCKE
TN0005158	TENT CAMPING USA, INC.	NC	A	COCKE
TN0005122	BEAN TREES CAFE	NC	I	COCKE
TN0004926	BEEF AND BACON DINER	NC	I	COCKE
TN0003070	BETHEL BAPTIST CHURCH	NC	I	COCKE
TN0004324	BETHEL BAPTIST CHURCH	NC	I	COCKE
TN0003058	BLACKS CHAPEL BAPTIST CHURCH	NC	I	COCKE
TN0004845	BOTTOMLESS PIT BBQ	NC	I	COCKE
TN0004310	BRIDGEPORT ELEMENTARY SCHOOL	NC	I	COCKE
TN0004836	BRINKMAN'S THUNDERBIRD GRILL & BAR	NC	I	COCKE
TN0003060	BROWNS CHAPEL BAPTIST CHURCH	NC	I	COCKE
TN0004988	BUDDY'S	NC	I	COCKE
TN0003075	BYBEE MARKET	NC	I	COCKE
TN0004819	C J PAPADOPS RESTAURANT	NC	I	COCKE
TN0004598	CAMP CARSON	NC	I	COCKE
TN0001062	CENTERVIEW SCHOOL	NC	I	COCKE
TN0003054	CLAY CREEK BAPTIST CHURCH	NC	I	COCKE
TN0004519	COSBY RANCH LLC / FOX DEN CAMPGROUND	NC	I	COCKE
TN0001063	CUB MOTEL	NC	I	COCKE
TN0004898	DEAN ROSS FARMS C-1	NC	I	COCKE
TN0004902	DEAN ROSS FARMS C-7	NC	I	COCKE
TN0004730	DEEP GAP BAPTIST CHURCH	NC	I	COCKE
TN0001064	DEL RIO SCHOOL	NC	I	COCKE
TN0005123	DOWNTOWN HARTFORD CITGO	NC	I	COCKE
TN0005109	EDGE OF THE SMOKIES CAMPGROUND	NC	I	COCKE
TN0004292	FRENCH BROAD - USFS	NC	I	COCKE
TN0004840	FRENCH BROAD OUTPOST	NC	I	COCKE

TN0003056	FUGATE BAPTIST CHURCH	NC	I	COCKE
TN0003067	GLENDALE METHODIST CHURCH	NC	I	COCKE
TN0004306	GRASSY FORK ELEMENTARY SCHOOL	NTNC	I	COCKE
TN0003068	HARNED'S U M CHURCH	NC	I	COCKE
TN0004307	HARTFORD ELEMENTARY SCHOOL	NC	I	COCKE
TN0004256	HOUSTON VALLEY CMPG - USFS	NC	I	COCKE
TN0004801	KAMP RITE ACRES	NC	I	COCKE
TN0000501	L W HOOPER WATER SYSTEM	C	I	COCKE
TN0001065	LAUREL SPRINGS RESORT	NC	I	COCKE
TN0004642	LIT'LE CREEK RESTAURANT	NC	I	COCKE
TN0003061	MOUNT ZION BAPTIST CHURCH	NC	I	COCKE
TN0002277	MOUNTAIN REST CAMPGROUNDS	NC	I	COCKE
TN0003072	NEW HOME FREE WILL BAPTIST CHU	NC	I	COCKE
TN0005008	PAT'S BAR AND GRILL	NC	I	COCKE
TN0004462	PIGEON RIVER SMOKEHOUSE	NC	I	COCKE
TN0003057	PIGEON VALLEY BAPTIST CHURCH	NC	I	COCKE
TN0003055	PINEY GROVE BAPTIST CHURCH	NC	I	COCKE
TN0003066	POINT PLEASANT BAPTIST CHURCH	NC	I	COCKE
TN0004899	ROGER HARLOFF FARMS C-5	NC	I	COCKE
TN0004254	ROUND MOUNTAIN -USFS	NC	I	COCKE
TN0001066	SMOKY MTN SCHOOL	NC	I	COCKE
TN0003972	STERCHI LODGE	NC	I	COCKE
TN0003986	STONE MOUNTAIN RECREATION PARK	NC	I	COCKE
TN0001058	SUGAR COVE RESTAURANT	NC	I	COCKE
TN0004854	THE DOCK	NC	I	COCKE
TN0004949	THE DOCK TAVERN	NC	I	COCKE
TN0003399	TRANQUILITY BOUNDARYLINE CMPGD	NC	I	COCKE
TN0003059	VALLEY VIEW BAPTIST CHURCH	NC	I	COCKE
TN0004821	VIDEO RENTAL	NC	I	COCKE
TN0003053	WEBB BAPTIST CHURCH	NC	I	COCKE
TN0000959	WHITE SPRINGS WATER ASSOC.	C	I	COCKE
TN0000502	WOOD ACRES SUBDIVISION	C	I	COCKE

Total Number of Records Displayed = 65

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0004408	AEDC COMPLEX-WATER PLANT	NTNC	A	COFFEE
TN0004409	AEDC GOLF COURSE WATER SYSTEM	NC	A	COFFEE
TN0000821	DUCK RIVER UTILITY COMMISSION	C	A	COFFEE
TN0000430	HILLSVILLE UTILITY DISTRICT	C	A	COFFEE
TN0000429	MANCHESTER WATER DEPARTMENT	C	A	COFFEE
TN0000880	STACEY ANN'S MHP	C	A	COFFEE
TN0003659	TENNESSEE HILLS CAMP GROUND	NC	A	COFFEE
TN0000715	TULLAHOMA UTILITIES AUTHORITY	C	A	COFFEE
TN0003660	WHISPERING OAKS CAMPGROUND	NC	A	COFFEE
TN0000830	ARNOLD VILLAGE	C	I	COFFEE
TN0004199	BARTON SPRINGS P.U.A.,TVA	NC	I	COFFEE
TN0005036	BEN'S LAKEWOOD MARKET	NC	I	COFFEE
TN0004354	BROKEN BANJO CAMPGROUND	NC	I	COFFEE
TN0004741	BYRD'S CAFE AND LOUNGE	NC	I	COFFEE
TN0004757	COFFE POT CAFE	NC	I	COFFEE
TN0000947	FIRE LAKE SUBDIVISION	C	I	COFFEE
TN0004956	FIRELAKE MARKET	NC	I	COFFEE
TN0000851	FORESTWOOD DRIVE SUBDIVISION	C	I	COFFEE
TN0003662	FREDONIA CHURCH OF CHRIST	NC	I	COFFEE
TN0001512	FRIENDSHIP BAPTIST CHURCH	NC	I	COFFEE
TN0000432	GLENBURG WATER SYSTEM	C	I	COFFEE
TN0003663	GNAT HILL CHURCH OF CHRIST	NC	I	COFFEE
TN0004572	LAKEWOOD PARK #1	NC	I	COFFEE
TN0004733	LAKEWOOD PARK #2	NC	I	COFFEE
TN0004734	LAKEWOOD PARK #3	NC	I	COFFEE
TN0004807	LAKEWOOD PIZZA LOUNGE	NC	I	COFFEE
TN0004935	LONG'S STORE	NC	I	COFFEE
TN0004606	MANCHESTER D.L. CENTER	NC	I	COFFEE
TN0004920	MCELROY'S ONE STOP MKT	NC	I	COFFEE
TN0004909	NOAH HEADSTART	NTNC	I	COFFEE
TN0003658	PRARIE PLAINS BAPTIST CHURCH	NC	I	COFFEE
TN0005044	ROD'S PLACE	NC	I	COFFEE
TN0000879	SHADY GROVE MHP	C	I	COFFEE

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000150	CROSSVILLE WATER DEPT	C	A	CUMBERLAND
TN0004788	CUMBERLAND MTN RETREAT CMPGD	NC	A	CUMBERLAND
TN0000147	CUMBERLAND PLATEAU WATER AUTHORITY	C	A	CUMBERLAND
TN0005152	DEER RUN RV RESORT	NC	A	CUMBERLAND
TN0003425	MOUNTAIN RIDGE GOLF CLUB	NC	A	CUMBERLAND
TN0000159	SOUTH CUMBERLAND U.D.	C	A	CUMBERLAND
TN0000557	WEST CUMBERLAND U.D.	C	A	CUMBERLAND
TN0000848	CUMBERLAND MTN RETREAT	C	I	CUMBERLAND
TN0004304	CUMBERLAND MTN.RETREAT	NC	I	CUMBERLAND
TN0005031	DORCHESTER #15	NC	I	CUMBERLAND
TN0000152	FAIRFIELD GLADE	C	I	CUMBERLAND
TN0004856	FAIRFIELD GLADE COMM CENTER	NC	I	CUMBERLAND
TN0002830	HICKORY CHARCOAL COMPANY	NC	I	CUMBERLAND
TN0002829	HICKORY SPECIALTIES	NC	I	CUMBERLAND
TN0008157	LAUREL HILLS CONDO AKA RENEGADE MTN	C	I	CUMBERLAND
TN0002819	OAK HILL BAPTIST CHURCH	NC	I	CUMBERLAND
TN0002817	PLATEAU LIVESTOCK EXCHANGE	NC	I	CUMBERLAND
TN0004455	TALAVERA CLUB	NC	I	CUMBERLAND
TN0000995	WILSHIRE HILLS APARTMENTS	C	I	CUMBERLAND

Total Number of Records Displayed = 19

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0004300	GLATFELTER SONTARA OLD HICKORY, INC.	NTNC	A	DAVIDSON
TN0000286	HARPETH VALLEY U.D.	C	A	DAVIDSON
TN0000424	MADISON SUBURBAN U.D.	C	A	DAVIDSON
TN0000494	METRO WATER SERVICES	C	A	DAVIDSON
TN0008104	333 APARTMENTS	C	I	DAVIDSON
TN0008062	ARBOR HILLS APARTMENTS	C	I	DAVIDSON
TN0008063	ARBORS AT BRENTWOOD APTS	C	I	DAVIDSON
TN0008073	ARBORS OF HICKORY HOLLOW APTS	C	I	DAVIDSON
TN0008097	ARBOURS OF HERMITAGE APTS	C	I	DAVIDSON
TN0008039	ARCHSTONE AT BRENTWOOD APTS	C	I	DAVIDSON
TN0008038	ARCHSTONE AT BRILEY PKY APTS	C	I	DAVIDSON
TN0008085	BELLEVUE HEIGHTS APTS	C	I	DAVIDSON
TN0008035	BELMONT VILLAGE APARTMENTS	C	I	DAVIDSON
TN0008138	BENNIE DILLON CONDO ASSOC, INC	C	I	DAVIDSON
TN0008191	BERKELEY RIDGE APARTMENTS	C	I	DAVIDSON
TN0008016	BRECKENRIDGE APARTMENTS	C	I	DAVIDSON
TN0008129	BRENTRIDGE APARTMENTS	C	I	DAVIDSON
TN0008101	BRENTWOOD DOWNS APARTMENTS	C	I	DAVIDSON
TN0008165	BRENTWOOD OAKS APARTMENTS	C	I	DAVIDSON
TN0008078	BRIXWORTH APARTMENTS	C	I	DAVIDSON
TN0008017	BROOKRIDGE APARTMENTS	C	I	DAVIDSON
TN0008058	CAMBRIDGE OF HICKORY HOLLOW AP	C	I	DAVIDSON
TN0008071	CANTERCHASE APARTMENTS	C	I	DAVIDSON
TN0008075	CAPITAL TOWERS APARTMENTS	C	I	DAVIDSON
TN0008066	CHERRY CREEK APARTMENTS	C	I	DAVIDSON
TN0008178	CHIMNEY TOP APARTMENTS	C	I	DAVIDSON
TN0008212	CLAIRMONT APARTMENTS	C	I	DAVIDSON
TN0008141	CLAUDE COUNTRY VILLAGE MHP	C	I	DAVIDSON
TN0008018	CLUB AT HICKORY HOLLOW APTS.	C	I	DAVIDSON
TN0008183	COBBLESTONE CORNERS APTS	C	I	DAVIDSON
TN0008094	COLONIAL GRAND AT BRENTWOOD APARTMENTS	C	I	DAVIDSON
TN0008150	COLONIAL GRANDE OF BELLEVUE APARTMENTS	C	I	DAVIDSON
TN0008098	COLONNADE APARTMENTS	C	I	DAVIDSON

TN0004128	COOK CAMPGROUND PERCY PRIEST	NC	I	DAVIDSON	
TN0008105	COPPERFIELD TERRACE APARTMENTS	C	I	DAVIDSON	
TN0008032	COUNTRY MEADOWS MHP	C	I	DAVIDSON	
TN0008168	COVE AT PRIEST LAKE APARTMENTS, THE	C	I	DAVIDSON	
TN0008249	CRESTVIEW APARTMENTS	C	I	DAVIDSON	
TN0008176	CROSSINGS OF BELLEVUE APTS.	C	I	DAVIDSON	
TN0004356	CUMBERLAND HEIGHTS	NC	I	DAVIDSON	
TN0008083	DONELSON HILLS APARTMENTS	C	I	DAVIDSON	
TN0004351	ELM HILL MARINA	NC	I	DAVIDSON	
TN0000982	EVELYN DRIVE DUPLEXES	C	I	DAVIDSON	
TN0008011	FAIRSTEAD PARK CONDOMINIUMS	C	I	DAVIDSON	
TN0008031	GARDENS OF HILLSBORO VILLAGE APTS	C	I	DAVIDSON	
TN0008134	GATEWAY MOBILE HOME PARK	C	I	DAVIDSON	
TN0000988	GLASTONBURY WOODS APARTMENTS	C	I	DAVIDSON	
TN0008156	GRANDE VIEW APARTMENTS	C	I	DAVIDSON	
TN0008151	GROVE AT WHITWORTH	C	I	DAVIDSON	
TN0008089	GROVE RICHLAND APARTMENTS	C	I	DAVIDSON	
TN0008095	GROVE WHITWORTH APARTMENTS	C	I	DAVIDSON	
TN0000989	HARTFORD HOUSE APARTMENTS	C	I	DAVIDSON	
TN0008084	HERMITAGE GARDENS APARTMENTS	C	I	DAVIDSON	
TN0000987	HERMITAGE VIEW APARTMENTS	C	I	DAVIDSON	
TN0000981	HICKORY HILLS APARTMENTS	C	I	DAVIDSON	
TN0008259	HICKORY LAKE APARTMENTS	C	I	DAVIDSON	
TN0008229	HICKORY VIEW APARTMENTS	C	I	DAVIDSON	
TN0005004	HIGHLAND RIM GOLF COURSE	NC	I	DAVIDSON	
TN0008177	HILLMEADE APARTMENTS	C	I	DAVIDSON	
TN0000990	HILLMONT AT GREEN HILLS CONDOMINIUMS	C	I	DAVIDSON	
TN0008226	HOLIDAY MOBILE VILLAGE	C	I	DAVIDSON	
TN0008218	JACKSONIAN CONDOMINIUMS	C	I	DAVIDSON	
TN0008082	JAMESTOWN APARTMENTS	C	I	DAVIDSON	
TN0008007	JEFFERSON SQUARE CONDOMINIUMS	C	I	DAVIDSON	
TN0000993	JEFFERSONIAN APARTMENTS	C	I	DAVIDSON	
TN0008091	KEYSTONE FARMS APARTMENTS	C	I	DAVIDSON	
TN0008180	KNOLLWOOD APARTMENTS	C	I	DAVIDSON	
TN0008021	LAKES APARTMENTS, THE	C	I	DAVIDSON	
TN0008022	LEGACY HILL APARTMENTS	C	I	DAVIDSON	
TN0008065	LENOXGATE APARTMENTS	C	I	DAVIDSON	
TN0008184	LEXINGTON APARTMENTS, THE	C	I	DAVIDSON	
TN0008264	LOFTS AT 160 APARTMENTS	C	I	DAVIDSON	
TN0002796	LONG HUNTER STATE PARK	NC	I	DAVIDSON	
TN0008174	MADISON @ RIDGELAKE APARTMENTS	C	I	DAVIDSON	
TN0008200	MERCURY VIEW LOFTS APARTMENTS	C	I	DAVIDSON	

TN0008034	MILLWOOD MANOR APARTMENTS	C	I	DAVIDSON
TN0008019	MIRA VISTA APARTMENTS	C	I	DAVIDSON
TN0008108	MOUNTAINVIEW CONDOMINIUMS	C	I	DAVIDSON
TN0000527	NASHVILLE WATER DEPT #2 - O.H.U.D	C	I	DAVIDSON
TN0000529	NASHVILLE WATER DEPT #2 - RAYON CITY	C	I	DAVIDSON
TN0000297	NASHVILLE WATER DEPT #3 - CUMBERLAND U.D	C	I	DAVIDSON
TN0000528	NASHVILLE WATER DEPT #3 - LAKEWOOD	C	I	DAVIDSON
TN0008181	NOB HILL APARTMENTS	C	I	DAVIDSON
TN0000986	OAKCREST CONDOMINIUMS	C	I	DAVIDSON
TN0000996	OLD HICKORY ESTATES MHP	C	I	DAVIDSON
TN0008090	OVERLOOK APARTMENTS, THE	C	I	DAVIDSON
TN0000985	PAGODA CONDOMINIUMS	C	I	DAVIDSON
TN0008103	PARK AT HERMITAGE APTS, THE	C	I	DAVIDSON
TN0008109	PINNACLE HEIGHTS APARTMENTS	C	I	DAVIDSON
TN0008106	POINT BREEZE APARTMENTS	C	I	DAVIDSON
TN0008128	POLO PARK AT JACKSON DOWNS APT	C	I	DAVIDSON
TN0008193	POST RIDGE APARTMENTS	C	I	DAVIDSON
TN0008070	PREAKNESS APARTMENTS	C	I	DAVIDSON
TN0008059	PRESERVE AT BRENTWOOD APTS	C	I	DAVIDSON
TN0008243	PRESTON RUN @ NORTH CREEK COMMONS	C	I	DAVIDSON
TN0008086	RAINTREE VILLAGE CONDOMINIUMS	C	I	DAVIDSON
TN0008099	RIVER RETREAT I APARTMENTS	C	I	DAVIDSON
TN0008100	RIVER RETREAT II APARTMENTS	C	I	DAVIDSON
TN0008152	RIVERGATE MEADOWS APATEMENTS	C	I	DAVIDSON
TN0008216	ROLLING HILLS APARTMENTS	C	I	DAVIDSON
TN0004131	SEVEN POINTS	NC	I	DAVIDSON
TN0004495	SHADOWBROOK	NC	I	DAVIDSON
TN0008002	SHADY HILLS MOBILE HOME PARK	C	I	DAVIDSON
TN0008127	SHEFFIELD HEIGHTS APARTMENTS	C	I	DAVIDSON
TN0008067	SPINNAKER COVE APARTMENTS	C	I	DAVIDSON
TN0008265	ST. MARTIN SQUARE CONDOS	C	I	DAVIDSON
TN0008143	STEWARTS FERRY APARTMENTS	C	I	DAVIDSON
TN0008077	SUNRISE APARTMENTS	C	I	DAVIDSON
TN0008159	TERRACE HILLS APARTMENTS	C	I	DAVIDSON
TN0008088	THE CUMBERLAND APARTMENTS	C	I	DAVIDSON
TN0004463	THE HERMITAGE	NC	I	DAVIDSON
TN0008093	TRAILMONT MOBILE HOME PARK	C	I	DAVIDSON
TN0008179	TRAILS APARTMENTS	C	I	DAVIDSON
TN0008142	TURNBERRY SQUARE CONDOMINIUMS	C	I	DAVIDSON
TN0008190	TWIN OAKS APARTMENTS	C	I	DAVIDSON
TN0004357	VFW POST 1970	NC	I	DAVIDSON
TN0008060	VILLA ROSE APARTMENTS	C	I	DAVIDSON

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Water System No.	Water System Name	Type	Status	Principal County Served	W
TN0000008	ALEXANDRIA WATER SYSTEM	C	A	DE KALB	
TN0000188	DEKALB UTILITY DISTRICT #1	C	A	DE KALB	
TN0000835	DEKALB UTILITY DISTRICT #4	C	A	DE KALB	
TN0000403	DOWELLTOWN-LIBERTY W.S.	C	A	DE KALB	
TN0004520	INDIAN CREEK YOUTH CAMP	NC	A	DE KALB	
TN0000637	SMITHVILLE WATER SYSTEM	C	A	DE KALB	
TN0000833	DEKALB UTILITY DISTRICT #2	C	I	DE KALB	
TN0000834	DEKALB UTILITY DISTRICT #3	C	I	DE KALB	
TN0004138	HOLMES CREEK - CENTER HILL LK	NC	I	DE KALB	
TN0004521	LIGHTHOUSE CHRISTIAN CAMP	NC	I	DE KALB	
TN0004140	LONG HOLLOW-CENTER HILL LAKE	NC	I	DE KALB	
TN0003343	PATE'S FORD MARINA	NC	I	DE KALB	
TN0004346	SLIGO BOAT DOCK	NC	I	DE KALB	
TN0003347	SLIGO CABINS	NC	I	DE KALB	
TN0004557	VICKIE'S PLACE RESTAURANT	NC	I	DE KALB	

Total Number of Records Displayed = 15

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Water System No.	Water System Name	Type	Status	Principal County Served	W
TN0000186	DECATURVILLE WATER SYSTEM	C	A	DECATUR	
TN0000883	NORTH U.D. OF DECATUR/BENTON CO.	C	A	DECATUR	
TN0000541	PARSONS WATER DEPARTMENT	C	A	DECATUR	
TN0000543	PERRYVILLE UTILITY DISTRICT	C	A	DECATUR	
TN0005092	PONDEROSA CLUB HOUSE	NC	A	DECATUR	
TN0009448	PONDEROSA HOUSE AREA	NC	A	DECATUR	
TN0004678	PONDEROSA TRAILER AREA	NC	A	DECATUR	
TN0000679	WOODLAWN SHORES WATER DEPT	C	A	DECATUR	
TN0001518	BIBLE HILL BAPTIST CHURCH	NC	I	DECATUR	
TN0004541	BLUE BAYOU INN	NC	I	DECATUR	
TN0004703	BLUE BAYOU INN	NC	I	DECATUR	
TN0003016	CHEROKEE BOAT DOCK	NC	I	DECATUR	
TN0004701	COUNTRY CAFE AND GROCERY	NC	I	DECATUR	
TN0004814	CYPRESS POND DEVELOPMENT	NC	I	DECATUR	
TN0003367	EXXON STATION I-40 AND TN 69	NC	I	DECATUR	
TN0004624	FISHER LANDING	NC	I	DECATUR	
TN0004542	GOOD TIME BAR & GRILL	NC	I	DECATUR	
TN0004540	J. C. CONRAD'S PLACE	NC	I	DECATUR	
TN0003013	LOST CREEK BOAT DOCK	NC	I	DECATUR	
TN0004687	MONROE'S TEA ROOM & MARKET	NC	I	DECATUR	
TN0004543	OAK HILL CAFE	NC	I	DECATUR	
TN0004724	PORK HOUSE	NC	I	DECATUR	
TN0004439	SCOTTISH INN	NC	I	DECATUR	
TN0009679	WOODLAWN SHORES	NC	I	DECATUR	

Total Number of Records Displayed = 24

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Water System No.	Water System Name	Type	Status	Principal County Served	W
TN0000212	DYERSBURG SUBURBAN C.U.D.	C	A	DYER	
TN0000211	DYERSBURG WATER DEPT	C	A	DYER	
TN0000496	NEWBERN WATER DEPT	C	A	DYER	
TN0000518	NORTHWEST DYERSBURG U.D.	C	A	DYER	
TN0005028	THE HILLSHIRE BRANDS COMPANY	NTNC	A	DYER	
TN0000711	TRIMBLE WATER SYSTEM	C	A	DYER	
TN0001702	ALLENS GROCERY	NC	I	DYER	
TN0001696	ANDERSON'S PLACE	NC	I	DYER	
TN0001698	BUNGE CORP	NTNC	I	DYER	
TN0000213	EAST DYERSBURG UTILITY DISTRIC	C	I	DYER	
TN0000888	MIDWAY TRAILER COURT	C	I	DYER	
TN0004342	MIDWAY TRAILER PARK	NC	I	DYER	
TN0004670	SOUTH FORK CLUB	NC	I	DYER	
TN0004343	TRUNKLINE GAS CO	NTNC	I	DYER	

Total Number of Records Displayed = 14

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Water System No.	Water System Name			
TN0000046	BELVIDERE RURAL U.D.	C	A	FRANKLIN
TN0000101	CENTER GROVE-WINCHESTER SPRINGS	C	A	FRANKLIN
TN0000146	COWAN BOARD OF PUBLIC UTILITIES	C	A	FRANKLIN
TN0000187	DECHERD WATER DEPT	C	A	FRANKLIN
TN0000232	ESTILL SPRINGS WATER DEPT	C	A	FRANKLIN
TN0000317	HUNTLAND WATER SYSTEM	C	A	FRANKLIN
TN0005124	LHOIST NORTH AMERICA	NTNC	A	FRANKLIN
TN0000623	SEWANEE UTILITY DISTRICT	C	A	FRANKLIN
TN0000754	WINCHESTER WATER SYSTEM	C	A	FRANKLIN
TN0001514	BEANS CREEK BAPTIST CHURCH	NC	I	FRANKLIN
TN0001383	BROWNINGTON NAZARENE CHURCH	NC	I	FRANKLIN
TN0004380	CEDAR MOUNTAIN	NC	I	FRANKLIN
TN0000827	CENTER GROVE-WINCHESTER SPG #2	C	I	FRANKLIN
TN0001376	H A SCHULTZ	NC	I	FRANKLIN
TN0004753	KEITH SPRINGS MARKET	NC	I	FRANKLIN
TN0001361	KEITH SPRINGS PUBLIC SCHOOL	NTNC	I	FRANKLIN
TN0001359	LEXIE CROSS ROADS M BAPTIST	NC	I	FRANKLIN
TN0001367	LIBERTY HEADSTART	NC	I	FRANKLIN
TN0001366	OWENS CHAPEL CP CHURCH	NC	I	FRANKLIN
TN0001373	PLEASANT RIDGE CH OF CHRIST	NC	I	FRANKLIN
TN0001372	PLEASANT RIDGE MISSIONARY BAP	NC	I	FRANKLIN
TN0003870	SCHULTZ POULTRY FARM	NC	I	FRANKLIN
TN0001386	SHADY GROVE CH OF NAZARENE	NC	I	FRANKLIN
TN0000632	SHERWOOD C/O ANTHONY PEARSON	C	I	FRANKLIN
TN0001379	SHERWOOD PUBLIC SCHOOL	NTNC	I	FRANKLIN
TN0008040	THE SUNSET TRUST	C	I	FRANKLIN
TN0002918	UNITED CHURCH OF CHRIST	NC	I	FRANKLIN
TN0001384	WHITE OAK GROVE CH OF GOD	NC	I	FRANKLIN

Total Number of Records Displayed = 28

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000067	BRADFORD WATER SYSTEM	C	A	GIBSON
TN0008132	COUNTY LINE TRAILER PARK	C	A	GIBSON
TN0000209	DYER WATER DEPT	C	A	GIBSON
TN0005020	FIRST BAPTIST CHURCH OF MEDINA	NC	A	GIBSON
TN0000813	GIBSON CO MUN WATER DIST #4	C	A	GIBSON
TN0000815	GIBSON CO MUN WATER DIST #5	C	A	GIBSON
TN0000709	GIBSON CO MUNI WATER DIST #1	C	A	GIBSON
TN0000812	GIBSON CO MUNI WATER DIST #3	C	A	GIBSON
TN0000263	GIBSON WATER DEPT	C	A	GIBSON
TN0000314	HUMBOLDT UTILITIES-WATER DEPT	C	A	GIBSON
TN0000798	MILAN ARSENAL #1	C	A	GIBSON
TN0000458	MILAN WATER DEPT	C	A	GIBSON
TN0005063	NW HEADSTART OF HUMBOLDT CO	NTNC	A	GIBSON
TN0000599	RUTHERFORD WATER WORKS	C	A	GIBSON
TN0000707	TRENTON WATER SYSTEM	C	A	GIBSON
TN0001492	AMERICAN VETERANS POST	NC	I	GIBSON
TN0001583	BETHANY CHURCH OF CHRIST	NC	I	GIBSON
TN0000210	BIG TIMBERS TRAILER PARK	C	I	GIBSON
TN0005034	CRENSHAW'S RESTAURANT	NC	I	GIBSON
TN0000459	FLOWERS SUBDIVISION	C	I	GIBSON
TN0000788	GIBSON CO MUN WATER DIST #2	C	I	GIBSON
TN0000816	GIBSON CO MUN WATER DIST #6	C	I	GIBSON
TN0000741	GIBSON CO MUN WATER DIST #7	C	I	GIBSON
TN0001769	GRIFFINS CHAPEL UNITED METH	NC	I	GIBSON
TN0004436	HICKORY GROVE BAPTIST	NC	I	GIBSON
TN0000708	LEWIS TRAILER PARK	C	I	GIBSON
TN0000315	LONDON TRAILER COURT	C	I	GIBSON
TN0000445	MEDINA WATER DEPT	C	I	GIBSON
TN0004234	MILAN ARSENAL #3	NTNC	I	GIBSON
TN0004235	MILAN ARSENAL #4	NTNC	I	GIBSON
TN0004236	MILAN ARSENAL #5	NTNC	I	GIBSON
TN0004237	MILAN ARSENAL #6	NTNC	I	GIBSON
TN0004238	MILAN ARSENAL #7	NTNC	I	GIBSON

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000041	BEAN STATION UTILITY DISTRICT	C	A	GRAINGER
TN0004429	BOGGS SUBDIVISION	NC	A	GRAINGER
TN0004030	CLINCH MTN BAKERY & RESTAURANT	NC	A	GRAINGER
TN0002524	GILMORE DOCK	NC	A	GRAINGER
TN0002506	GREENLEE CG, RV & MARINE, LLC	NC	A	GRAINGER
TN0004204	GREENLEE OF MAY SPRINGS	NC	A	GRAINGER
TN0004691	HONEY CREEK SUBDIVISION	NC	A	GRAINGER
TN0000943	HOPPER'S BLUFF SUBDIVISION	NC	A	GRAINGER
TN0004795	PARKWAY MARKET	NC	A	GRAINGER
TN0000600	RUTLEDGE WATER SYSTEM	C	A	GRAINGER
TN0004023	ADRIEL BAPTIST CHURCH	NC	I	GRAINGER
TN0004029	BEAN STATION METHODIST CHURCH	NC	I	GRAINGER
TN0004963	BY-LO MARKET #24	NC	I	GRAINGER
TN0004048	BY-LO MARKET #32	NC	I	GRAINGER
TN0004697	CARD'NAL COVE RESTAURANT	NC	I	GRAINGER
TN0004038	CENTRAL POINT BAPTIST CHURCH	NC	I	GRAINGER
TN0004406	CENTRAL POINT HEAD START	NTNC	I	GRAINGER
TN0004516	CHEROKEE LAKE RESORT	NC	I	GRAINGER
TN0004907	CHEROKEE MARKET & DELI	NC	I	GRAINGER
TN0004608	CLINCH VALLEY DELI	NC	I	GRAINGER
TN0004696	CLINCH VALLEY DELI	NC	I	GRAINGER
TN0008114	CLINCH VIEW MHP	C	I	GRAINGER
TN0004037	COFFEY SERVICE STATION	NC	I	GRAINGER
TN0004569	COUNTRY KITCHEN	NC	I	GRAINGER
TN0004906	FORRESTER'S MARKET & DELI	NC	I	GRAINGER
TN0004862	GERMAN CREEK HEAD START	NTNC	I	GRAINGER
TN0002526	GERMAN CRK DOCK/CMP/RST	NC	I	GRAINGER
TN0000913	GILMORE WATER SYSTEM	C	I	GRAINGER
TN0004614	GILMORE'S MOTEL	NC	I	GRAINGER
TN0004032	HELTON SPRINGS BAPTIST CHURCH	NC	I	GRAINGER
TN0008036	HOLSTON RIVER BEND UTILITY DIS	C	I	GRAINGER
TN0004618	INDIAN CAVE PARK	NC	I	GRAINGER
TN0004036	JOPPA ELEMENTARY SCHOOL	NTNC	I	GRAINGER

TN0000918	KINGSWOOD SCHOOL	C	I	GRAINGER	
TN0004567	KINGSWOOD SCHOOL	NTNC	I	GRAINGER	
TN0000846	LAKESHORE HEIGHTS SUBDIVISION	C	I	GRAINGER	
TN0004031	MOLES SERVICE STATION	NC	I	GRAINGER	
TN0004747	NARROW VALLEY BAPTIST CHURCH	NC	I	GRAINGER	
TN0004894	NOTCH GAP CHRISTIAN RETREAT	NC	I	GRAINGER	
TN0004659	PEARL'S COUNTRY KITCHEN	NC	I	GRAINGER	
TN0004035	PINES GROCERY	NC	I	GRAINGER	
TN0004974	PLOTT'S SUBDIVISION	NC	I	GRAINGER	
TN0004040	POWDER SPRINGS BAPTIST CHURCH	NC	I	GRAINGER	
TN0004051	ROCKY SUMMIT BAPTIST CHURCH	NC	I	GRAINGER	
TN0002639	SOPPA SCHOOL	NTNC	I	GRAINGER	
TN0003841	SOUTHERN DOCK RESORT INC	NC	I	GRAINGER	
TN0004407	THORN HILL HEAD START	NC	I	GRAINGER	
TN0004518	WA-NI VILLAGE	NC	I	GRAINGER	
TN0004655	WASHBURN GRILL	NC	I	GRAINGER	
TN0004044	WASHBURN MEDICAL CLINIC	NC	I	GRAINGER	
TN0002880	WASHBURN SCHOOL	NC	I	GRAINGER	
TN0004654	WASHBURN SENIOR CITIZENS CENTR	NC	I	GRAINGER	

Total Number of Records Displayed = 52

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000108	CHUCKEY UTILITY DISTRICT	C	A	GREENE
TN0000149	CROSS ANCHOR UTILITY DISTRICT	C	A	GREENE
TN0000266	GLEN HILLS UTILITY DISTRICT	C	A	GREENE
TN0000273	GREENEVILLE WATER & LIGHT COMM	C	A	GREENE
TN0000478	MOSHEIM UTILITY DISTRICT	C	A	GREENE
TN0000274	NORTH GREENE UTILITIES, INC.	C	A	GREENE
TN0000530	OLD KNOXVILLE HWY U.D.	C	A	GREENE
TN0004255	PAINT CREEK CAMPGROUND - USFS	NC	A	GREENE
TN0003137	CEDAR CREEK COMMUNITY WATER SY	NC	I	GREENE
TN0008013	CEDAR CREEK HOME OWNERS ASSOC.	C	I	GREENE
TN0004290	FALLS - USFS	NC	I	GREENE
TN0008030	LAKESHORE NORTH MHP	C	I	GREENE
TN0004637	LINK HILLS COUNTRY CLUB	NC	I	GREENE
TN0003130	LONG BRANCH	NC	I	GREENE
TN0004253	OLD FORGE - USFS	NC	I	GREENE
TN0004257	ROUND KNOB - USFS	NC	I	GREENE
TN0005064	RUNNING DEER CAMPGROUND	NC	I	GREENE
TN0000275	SHADY REST MOBILE HOME PARK	C	I	GREENE
TN0004933	THE OAKS FAMILY CONFERENCE CTR	NC	I	GREENE
TN0004769	TIMBERFELL LODGE	NC	I	GREENE
TN0004830	TIMBERFELL LODGE #2	NC	I	GREENE
TN0004291	WADERS - USFS	NC	I	GREENE

Total Number of Records Displayed = 22

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000063	BOLIVAR WATER SYSTEM	C	A	HARDEMAN
TN0004885	CHEROKEE LANDING RESORT	NC	A	HARDEMAN
TN0004024	CHICKASAW ST PARK LAKE LAJOIE GROUP CAMP	NC	A	HARDEMAN
TN0000267	GRAND JUNCTION WATER DEPT	C	A	HARDEMAN
TN0000451	GRAND VALLEY LAKES P.O.A.	C	A	HARDEMAN
TN0000312	HORNSBY WATER DEPT	C	A	HARDEMAN
TN0000797	LIMESTONE UTILITY	C	A	HARDEMAN
TN0000455	MIDDLETON WATER DEPT	C	A	HARDEMAN
TN0004695	NEW BETHEL BAPTIST CHURCH	NC	A	HARDEMAN
TN0000452	ROGERS SPRINGS P.O.A.	C	A	HARDEMAN
TN0000664	SPRING CREEK UTILITY DISTRICT	C	A	HARDEMAN
TN0000704	TOONE WATER SYSTEM	C	A	HARDEMAN
TN0005079	VICTORY RANCH	NC	A	HARDEMAN
TN0000748	WHITEVILLE WATER DEPT	C	A	HARDEMAN
TN0000446	WOODRUN LAKES WATER SYSTEM	C	A	HARDEMAN
TN0001846	100 CAFE & SERVICE STATION	NC	I	HARDEMAN
TN0005162	ALCOHOL REHAB CENTER	NC	I	HARDEMAN
TN0001490	ARMIRA CORPORATION	NTNC	I	HARDEMAN
TN0001848	HARDEMAN COUNTY COOP	NC	I	HARDEMAN
TN0000874	HICKORY VALLEY WATER SYSTEM	C	I	HARDEMAN
TN0001847	KAMP KIWANI GIRL SCOUT CAMP	NC	I	HARDEMAN
TN0004826	LEGENDS WATER SYSTEM	NC	I	HARDEMAN
TN0005202	LONE OAKS FARM	NC	I	HARDEMAN
TN0002415	NEW UNION BAPTIST CHURCH	NC	I	HARDEMAN
TN0004864	RANCH OUTPOST GIRL SCOUT CAMP	NC	I	HARDEMAN
TN0000610	SAULSBURY UTILITY DISTRICT	C	I	HARDEMAN
TN0000065	VAUGHAN'S TRAILER COURT	C	I	HARDEMAN
TN0000064	WESTERN MENTAL HEALTH INST	C	I	HARDEMAN

Total Number of Records Displayed = 28

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000948	AQUA UTILITIES	C	A	HARDIN
TN0000546	FIRST U.D. OF HARDIN COUNTY	C	A	HARDIN
TN0000923	HARBERT HILLS ACADEMY N.H.	C	A	HARDIN
TN0005240	PARADISE POINT	NC	A	HARDIN
TN0000606	SALTILLO UTILITY DISTRICT	C	A	HARDIN
TN0000611	SAVANNAH UTILITY DEPT	C	A	HARDIN
TN0001577	BELLIS HOTEL	NC	I	HARDIN
TN0001575	BELLIS MOTEL & RESTAURANT	NC	I	HARDIN
TN0001777	BILL BELLIS BOTEL	NC	I	HARDIN
TN0001982	BRUTON BRANCH MOTEL	NC	I	HARDIN
TN0005173	BRUTON BRANCH RECREATIONAL AREA	NC	I	HARDIN
TN0001330	BRUTON BRANCH STORE	NC	I	HARDIN
TN0001686	CATFISH HOTEL	NC	I	HARDIN
TN0001248	CITY CAFE	NC	I	HARDIN
TN0001776	COFFEE LANDING RESTAURANT	NC	I	HARDIN
TN0001984	COUNCE FIRST PENTECOSTAL CHURC	NC	I	HARDIN
TN0001682	COUNTRY VILLAGE APARTMENTS	NC	I	HARDIN
TN0001001	CROSSROADS CHRUCH	NC	I	HARDIN
TN0000545	FIRST U D OF HARDIN CO SEE 546	C	I	HARDIN
TN0001684	GOLDEN RULE HOUSE OF GLASS	NC	I	HARDIN
TN0001782	HIDEAWAY CLUB	NC	I	HARDIN
TN0004537	KALEIDOSCOPE RESTAURANT	NC	I	HARDIN
TN0004651	KOUNTRY KITCHEN RESTAURANT	NC	I	HARDIN
TN0004451	MORRIS RESTAURANT	NC	I	HARDIN
TN0001007	NEW ZEAL BAPTIST CHURCH	NC	I	HARDIN
TN0002409	NIXON ELEMENTARY	NTNC	I	HARDIN
TN0001004	OUR LADY OF THE LAKE CATHOLIC	NC	I	HARDIN
TN0001003	PICKWICK UNITED METHODIST CH	NC	I	HARDIN
TN0001005	ROCRPILE	NC	I	HARDIN
TN0004535	SAVANNAH COUNTRY CLUB	NC	I	HARDIN
TN0003743	SECOND CREEK CHURCH OF CHRIST	NC	I	HARDIN
TN0001867	SHILOH NATIONAL MILITARY PK	NC	I	HARDIN
TN0001006	ST PAULS AME CHURCH	NC	I	HARDIN

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0002020	CAMP DAVY CROCKETT	NC	A	HAWKINS
TN0005150	CLINCH K-12 SCHOOL	NTNC	A	HAWKINS
TN0000939	FIRST U.D. OF HAWKINS CO #2	C	A	HAWKINS
TN0000109	FIRST U.D. OF HAWKINS COUNTY	C	A	HAWKINS
TN0008288	LAKEVIEW U.D. EAST	C	A	HAWKINS
TN0000596	LAKEVIEW U.D. WEST	C	A	HAWKINS
TN0000472	MOORESBURG UTILITY DISTRICT	C	A	HAWKINS
TN0000761	NEW CANTON UTILITY DISTRICT	C	A	HAWKINS
TN0005131	PARK PLACE CAMPGROUND	NC	A	HAWKINS
TN0000594	PERSIA UTILITY DISTRICT	C	A	HAWKINS
TN0000593	ROGERSVILLE WATER DEPT	C	A	HAWKINS
TN0004667	SILOH COVE CAMPGROUND	NC	A	HAWKINS
TN0000682	SURGOINSVILLE UTILITY DISTRICT	C	A	HAWKINS
TN0004714	11 W QUICK STOP	NTNC	I	HAWKINS
TN0004122	AFG INDUSTRIES, INC.	NTNC	I	HAWKINS
TN0002007	AMIS CHAPEL UNITED METHODIST	NC	I	HAWKINS
TN0001568	BEECH CREEK MISSIONARY BAPT	NC	I	HAWKINS
TN0000595	BIG CREEK UTILITY DISTRICT	C	I	HAWKINS
TN0002017	BIG HILL BAPTIST CHURCH	NC	I	HAWKINS
TN0000683	BLUE RIDGE SUBDIVISION	C	I	HAWKINS
TN0000082	BULLS GAP UTILITY DISTRICT	C	I	HAWKINS
TN0000092	CAMELOT UTILITY DISTRICT	C	I	HAWKINS
TN0002013	CHRISTIAN BEND MISSIONARY BAP	NC	I	HAWKINS
TN0002024	CLINCH SCHOOL	NTNC	I	HAWKINS
TN0004649	ERWIN FOREST PRODUCTS, INC.	NTNC	I	HAWKINS
TN0000855	FIRST U D OF HAWKINS CO,#2	C	I	HAWKINS
TN0002964	HICKORY COVE BAPTIST CHURCH	NC	I	HAWKINS
TN0004955	HOLSTON ARMY AMMUNITION PLANT	NTNC	I	HAWKINS
TN0002010	KEPLAR ELEMENTARY SCHOOL	NTNC	I	HAWKINS
TN0000384	LAKEMONT WATER SYSTEM	C	I	HAWKINS
TN0002016	LAKESIDE CAMPGROUND	NC	I	HAWKINS
TN0004476	LAUREL RUN PARK	NC	I	HAWKINS
TN0002253	MAGNOLIA BAPTIST CHURCH	NC	I	HAWKINS

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0004775	BRITTON FORD CAMPGROUND	NC	A	HENRY
TN0009668	BUCHANAN RESORT #1	NC	A	HENRY
TN0004967	BUCHANAN RESORT #2	NC	A	HENRY
TN0004565	CARMACK'S FISH BARN	NC	A	HENRY
TN0000933	COUNTRY JUNCTION RESORT	NC	A	HENRY
TN0001889	CYPRESS BAY RESORT	NC	A	HENRY
TN0005066	HALFWAY MARKET	NC	A	HENRY
TN0000296	HENRY WATER SYSTEM	C	A	HENRY
TN0005164	HIDDEN CREEK CMPG/CONV. STORE	NC	A	HENRY
TN0000540	NORTHEAST HENRY COUNTY U.D.	C	A	HENRY
TN0000838	NORTHWEST HENRY CO. U.D.	C	A	HENRY
TN0000536	PARIS BD OF PUBLIC UTILITIES	C	A	HENRY
TN0001923	PARIS LANDING MOTEL, INC.	NC	A	HENRY
TN0000568	PURYEAR WATER SYSTEM	C	A	HENRY
TN0000537	SOUTH PARIS WATER CO-OP	C	A	HENRY
TN0008277	SPRINGVILLE U.D.	C	A	HENRY
TN0009670	SUNSET BAY RESORT & MARINA	NC	A	HENRY
TN0004784	THREE OAKS RESTAURANT	NC	A	HENRY
TN0004777	TINY'S MOBILE HOME PARK	NC	A	HENRY
TN0004776	WATSON'S MOBILE HOME PARK	NC	A	HENRY
TN0003466	641 CLUB	NC	I	HENRY
TN0003462	AM-VETS POST #45	NC	I	HENRY
TN0004686	AMERICAN LEGION POST #89	NC	I	HENRY
TN0004449	ANR PIPELINE CO	NTNC	I	HENRY
TN0000539	ANTIOCH WATER COMPANY	C	I	HENRY
TN0001901	AUTOMATED EQUIPMENT, INC.	NTNC	I	HENRY
TN0005159	BOON DOCK ON THE BORDER	NC	I	HENRY
TN0001898	BUCHANAN ELEMENTARY SCHOOL	NC	I	HENRY
TN0000668	BUCHANAN RESORT	C	I	HENRY
TN0002026	CAMP HAZELWOOD	NC	I	HENRY
TN0005052	CAMP TYSON MARKET	NC	I	HENRY
TN0000143	COTTAGE GROVE WATER SUPPLY	C	I	HENRY
TN0003459	COUNTRY CLUB ESTATES	NC	I	HENRY

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0004910	ACCURATE ENERGETIC SYSTEMS	NTNC	A	HICKMAN
TN0000066	BON AQUA-LYLES U.D.	C	A	HICKMAN
TN0000103	CENTERVILLE WATER SYSTEM	C	A	HICKMAN
TN0004571	HIDDEN VALLEY LAKES #1	NC	A	HICKMAN
TN0004758	HIDDEN VALLEY LAKES #2	NC	A	HICKMAN
TN0004759	HIDDEN VALLEY LAKES #3	NC	A	HICKMAN
TN0004763	HIDDEN VALLEY LAKES #5	NC	A	HICKMAN
TN0001757	NA-CO-ME CAMP	NC	A	HICKMAN
TN0005235	PINEY RIVER RESORT	NC	A	HICKMAN
TN0000533	TURNEY CENTER	C	A	HICKMAN
TN0001749	AMOCO	NC	I	HICKMAN
TN0001755	BETHEL UNITED METHODIST	NC	I	HICKMAN
TN0004424	BIG DON'S FIREWORKS	NC	I	HICKMAN
TN0001543	BON AQUA SPRINGS	NC	I	HICKMAN
TN0001750	BUCKSNORT DELI	NC	I	HICKMAN
TN0004371	BUCKSNORT MOTEL	NC	I	HICKMAN
TN0001753	CHANTILLY CLUB	NC	I	HICKMAN
TN0001744	CLOVERDALE CLUB	NC	I	HICKMAN
TN0005056	COBLE COUNTRY STORE	NC	I	HICKMAN
TN0004325	DUCK RIVER RANCH, INC.	NC	I	HICKMAN
TN0001763	FISHERMANS PARADISE	NC	I	HICKMAN
TN0001751	FOXES DEN RESTAURANT	NC	I	HICKMAN
TN0004430	FREEMAN LUMBER CO.	NTNC	I	HICKMAN
TN0004419	JACKSON FALLS SHELTER	NC	I	HICKMAN
TN0004431	JAMES GROCERY & RESTAURANT	NC	I	HICKMAN
TN0001748	LITTLE ROCK CHURCH OF CHRIST	NC	I	HICKMAN
TN0005010	NICK'S MARKET	NC	I	HICKMAN
TN0004373	PHILLIPS 66 MARKET	NC	I	HICKMAN
TN0003809	RED FOX RESTAURANT	NC	I	HICKMAN
TN0005111	THREE SPRINGS TREATMENT CENTER	C	I	HICKMAN
TN0005042	TUTEN'S MARKET	NC	I	HICKMAN

Total Number of Records Displayed = 31

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000921	ASPEN YOUTH ACADEMY	NTNC	A	HUMPHREYS
TN0004940	BOTTOMS UP BAR & GRILL	NC	A	HUMPHREYS
TN0003524	CEDAR GROVE BAPTIST CHURCH	NC	A	HUMPHREYS
TN0003779	CHEMOURS-NEW JOHNSONVILLE PLANT	NTNC	A	HUMPHREYS
TN0002093	CLYDETON BOAT DOCK	NC	A	HUMPHREYS
TN0002304	COMPASSION CHURCH	NC	A	HUMPHREYS
TN0004946	CUBA LANDING MARINA	NC	A	HUMPHREYS
TN0003718	ELLIS GROVE PRESBYTERIAN CHURCH	NC	A	HUMPHREYS
TN0005088	I-40 HIDEAWAY CAMPGROUND	NC	A	HUMPHREYS
TN0003786	MASON'S BOAT DOCK	NC	A	HUMPHREYS
TN0000420	MCEWEN WATERWORKS	C	A	HUMPHREYS
TN0000497	NEW JOHNSONVILLE WATER DEPT	C	A	HUMPHREYS
TN0005032	PINE HILL CH OF THE NAZARENE	NC	A	HUMPHREYS
TN0003416	SCEPTER INGOT CASTING, INC.	NTNC	A	HUMPHREYS
TN0004936	TURKEY CREEK MARINA	NC	A	HUMPHREYS
TN0000733	WAVERLY WATER DEPARTMENT	C	A	HUMPHREYS
TN0005172	WOOTEN WOODS RETREAT W.S.	NC	A	HUMPHREYS
TN0005100	143 OFF ROAD WATER SYSTEM	NC	I	HUMPHREYS
TN0000961	ACORN VILLAGE MH PARK	C	I	HUMPHREYS
TN0000958	BLUEBIRD HILLS SMALL COMMUNITY WATER DIS	C	I	HUMPHREYS
TN0004330	CALICO TRAILER COURT	NC	I	HUMPHREYS
TN0004941	COUNTRY NITES-LIVE	NC	I	HUMPHREYS
TN0003518	CROWELL TRAILER COURT	NC	I	HUMPHREYS
TN0000881	DENVER HILL MOBILE HOME PARK	C	I	HUMPHREYS
TN0003781	DENVER HILL TAVERN	NC	I	HUMPHREYS
TN0003715	DENVER HILL TRAILER PARK	NC	I	HUMPHREYS
TN0002435	FISH CAMP RESTAURANT	NC	I	HUMPHREYS
TN0004632	FISH CAMP RESTAURANT	NC	I	HUMPHREYS
TN0003519	GLOBAL POWER COMPANY	NTNC	I	HUMPHREYS
TN0004943	HAIR OF THE DOG BAR	NC	I	HUMPHREYS
TN0004916	HAYES CUBA LANDING RESTAURANT	NC	I	HUMPHREYS
TN0005018	HOLLAND WATER SYSTEM	NC	I	HUMPHREYS
TN0003528	HUMPHREYS COUNTY HWY DEPT	NC	I	HUMPHREYS

TN0003780	INLAND PAPERBOARD & PACKAGING	NTNC	I	HUMPHREYS	
TN0004464	JERA WATER SYSTEM	NC	I	HUMPHREYS	
TN0004942	JIM'S BAIT SHOP	NC	I	HUMPHREYS	
TN0003777	JOHNSONVILLE STEAM PLANT	NTNC	I	HUMPHREYS	
TN0004662	LITTLE RICHLAND WATER SYSTEM	NC	I	HUMPHREYS	
TN0003768	MOBIL STATION	NC	I	HUMPHREYS	
TN0004389	PINES CAMPGROUND	NC	I	HUMPHREYS	
TN0003535	POPLAR GROVE CHURCH OF CHRIST	NC	I	HUMPHREYS	
TN0004625	RICHLAND WATER DIST ASSOC	NC	I	HUMPHREYS	
TN0004958	SEVEN HAWK'S WILDERNESS PRG	NC	I	HUMPHREYS	
TN0000938	SEVEN HAWKS PROGRAM WOMEN	C	I	HUMPHREYS	
TN0004939	STEWARTS BRANCH SALOON	NC	I	HUMPHREYS	
TN0003710	TRAILS END RESORT	NC	I	HUMPHREYS	
TN0003716	VALLEY DRIVE-IN THEATRE	NC	I	HUMPHREYS	
TN0004327	VANGUARD SERVICES	NTNC	I	HUMPHREYS	

Total Number of Records Displayed = 48

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000579	RIDGELY WATER SYSTEM	C	A	LAKE
TN0000700	TIPTONVILLE WATER SYSTEM	C	A	LAKE
TN0004448	BLUE BASIN LODGE	NC	I	LAKE
TN0001314	CYPRESS POINT MOTEL	NC	I	LAKE
TN0001318	FREDDIE'S BAR-B-Q	NC	I	LAKE
TN0001315	GOOCH'S DINING ROOM	NC	I	LAKE
TN0001324	GRAY'S CAMP	NC	I	LAKE
TN0004341	LAKELAND CLUB	NC	I	LAKE
TN0000561	PROCTOR CITY UTILITY DISTRICT	C	I	LAKE
TN0004249	REELFOOT LAKE AIRPARK	NC	I	LAKE
TN0004592	REELFOOT LAKE VFW POST 9750	NC	I	LAKE
TN0000575	REELFOOT U.D. OF LAKE COUNTY	C	I	LAKE
TN0001323	SHAW'S LODGE	NC	I	LAKE
TN0001322	SPORTSMAN RESORT	NC	I	LAKE
TN0001326	WYNNBURG BAPTIST CHURCH	NC	I	LAKE

Total Number of Records Displayed = 15

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000255	GATES WATER DEPT	C	A	LAUDERDALE
TN0000279	HALLS WATER SYSTEM	C	A	LAUDERDALE
TN0000295	HENNING WATER DEPT	C	A	LAUDERDALE
TN0000581	LAUDERDALE CO WATER SYSTEM	C	A	LAUDERDALE
TN0000580	RIPLEY WATER SYSTEM	C	A	LAUDERDALE
TN0000245	WEST TN STATE PENITENTIARY	C	A	LAUDERDALE
TN0002044	ESPIE'S PARK CAFE	NC	I	LAUDERDALE
TN0002046	SUNSET CLUB	NC	I	LAUDERDALE
TN0004446	TUPPERWARE PLANT CAFETERIA	NTNC	I	LAUDERDALE

Total Number of Records Displayed = 9

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0005084	CENTER STORE	NC	A	LAWRENCE
TN0005248	COUNTRY LIVIN' RV PARK	NC	A	LAWRENCE
TN0000239	FALL RIVER RD UTILITY DISTRICT	C	A	LAWRENCE
TN0000320	IRON CITY UTILITY DISTRICT	C	A	LAWRENCE
TN0005083	LAUREL HILL LAKE	NC	A	LAWRENCE
TN0000392	LAWRENCEBURG UTILITY SYSTEMS	C	A	LAWRENCE
TN0000399	LEOMA UTILITY DISTRICT	C	A	LAWRENCE
TN0008267	LEXINGTON W.D. RASCALTOWN COMMUNITY	C	A	LAWRENCE
TN0000408	LORETTO WATER DEPARTMENT	C	A	LAWRENCE
TN0000389	NORTHEAST LAWRENCE U.D.	C	A	LAWRENCE
TN0000604	ST JOSEPH WATER SYSTEM	C	A	LAWRENCE
TN0000676	SUMMERTOWN WATER SYSTEM	C	A	LAWRENCE
TN0000740	WEST POINT U.D.	C	A	LAWRENCE
TN0001584	BETHEL BAPTIST CHURCH	NC	I	LAWRENCE
TN0001537	BLUE WATER BAPTIST CHURCH	NC	I	LAWRENCE
TN0001544	BONNERTOWN BAPTIST CHURCH	NC	I	LAWRENCE
TN0001356	CELLAD DOOR	NC	I	LAWRENCE
TN0004046	CENTER POINT BAPTIST CHURCH	NC	I	LAWRENCE
TN0004496	COUNTRY DINER	NC	I	LAWRENCE
TN0001349	COUNTY LINE CHURCH OF CHRIST	NC	I	LAWRENCE
TN0001348	CREWSTOUN CHURCH OF CHRIST	NC	I	LAWRENCE
TN0001345	DEERFIELD BAPTIST CHURCH	NC	I	LAWRENCE
TN0001346	DEERFIELD CHURCH OF CHRIST	NC	I	LAWRENCE
TN0000677	ETHRIDGE UTILITY DISTRICT	C	I	LAWRENCE
TN0004497	FAIRVIEW METHODIST CHURCH	NC	I	LAWRENCE
TN0002432	FIVE POINTS BAPTIST CHURCH	NC	I	LAWRENCE
TN0002431	FIVE POINTS CHURCH OF CHRIST	NC	I	LAWRENCE
TN0002592	FIVE POINTS ELEM SCHOOL	NTNC	I	LAWRENCE
TN0000390	FLATWOODS UTILITY DISTRICT	C	I	LAWRENCE
TN0001341	GANDY CHURCH OF CHRIST	NC	I	LAWRENCE
TN0001340	GUM SPRINGS BAPTIST CHURCH	NC	I	LAWRENCE
TN0005177	JOE'S MARKET	NC	I	LAWRENCE
TN0001354	LAUREL HILL LAKE CAMP TWAA	NC	I	LAWRENCE

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000396	LENOIR CITY UTILITY BOARD	C	A	LOUDON
TN0000409	LOUDON UTILITIES BOARD	C	A	LOUDON
TN0001820	SWEETWATER VALLEY KOA	NC	A	LOUDON
TN0000871	TELLICO VILLAGE P.O.A.	C	A	LOUDON
TN0001496	ANTIOCH BAPTIST CHURCH	NC	I	LOUDON
TN0001818	BINGO TRUCK STOP	NC	I	LOUDON
TN0005082	CAMP TRIPOINT YWCA	NC	I	LOUDON
TN0003574	CEDAR FORK BAPTIST CHURCH	NC	I	LOUDON
TN0005040	CHRIST OUR SAVIOR LUTHERAN CH	NC	I	LOUDON
TN0000971	CREEKSIDE MOBILE HOME S/D	C	I	LOUDON
TN0000397	DIXIE LEE UTILITY DISTRICT	C	I	LOUDON
TN0002442	FENDERS METHODIST CHURCH	NC	I	LOUDON
TN0002230	FISHING POLE	NC	I	LOUDON
TN0000832	FREDA BELL MHC	C	I	LOUDON
TN0002512	GREENBACK METHODIST CHURCH	NC	I	LOUDON
TN0004850	LAKESIDE PLAZA	NC	I	LOUDON
TN0004382	LISA'S RESTAURANT	NC	I	LOUDON
TN0004215	LOTTERDALE COVE CMPGRD %TRDA	NC	I	LOUDON
TN0000434	MARTEL UTILITY DISTRICT	C	I	LOUDON
TN0002235	MEADOW METHODIST CHURCH	NC	I	LOUDON
TN0001813	MELTON HILL MARKET	NC	I	LOUDON
TN0002280	MORGANTON BAPTIST CHURCH	NC	I	LOUDON
TN0004498	MOUNTAIN VIEW FARM RESTAURANT	NC	I	LOUDON
TN0002582	NEW HOPE METHODIST CHURCH	NC	I	LOUDON
TN0002411	NEW PROVIDENCE CHURCH	NC	I	LOUDON
TN0000410	PINEY UTILITY DISTRICT	C	I	LOUDON
TN0003227	PROSPECT BAPTIST CHURCH	NC	I	LOUDON
TN0003813	REED SPRING CHURCH	NC	I	LOUDON
TN0004765	REED SPRINGS BAPTIST CHURCH	NC	I	LOUDON
TN0003886	SHELTONS GROVE CHURCH	NC	I	LOUDON
TN0004673	SMOKEY MTN. BOTTLED WATER	NC	I	LOUDON
TN0003955	SOUTH HOLSTON BAPTIST CHURCH	NC	I	LOUDON
TN0004377	SUGARLIMB PARK	NC	I	LOUDON

TN0001816	SUGARLIMB TRUCKSTOP	NC	I	LOUDON	
TN0004386	TELLICO LANDING	NC	I	LOUDON	
TN0002835	WOODLAWN BAPTIST CHURCH	NC	I	LOUDON	
TN0004202	YARBERRY PENINSULA PUA	NC	I	LOUDON	
TN0002892	YWCA CAMP TRI-POINT	NC	I	LOUDON	

Total Number of Records Displayed = 38

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0002697	BATTLE CREEK MARKET	NC	A	MARION
TN0000278	GRIFFITH CREEK U.D.	C	A	MARION
TN0008286	JASPER HIGHLANDS WATER SYSTEM	C	A	MARION
TN0000325	JASPER WATER DEPT	C	A	MARION
TN0000924	RIVER LANDING CONDOMINIUM ASSOC	C	A	MARION
TN0005219	SASQUATCH FARM WATER SYSTEM	NC	A	MARION
TN0000651	SOUTH PITTSBURG WATER SYSTEM	C	A	MARION
TN0000909	SUCK CREEK WATER SYSTEM	C	A	MARION
TN0002690	THE UPPER BANK WATER SYSTEM	NC	A	MARION
TN0000749	TN AMERICAN - SEQUATCHIE VALLEY	C	A	MARION
TN0002699	BO'S RESTAURANT	NC	I	MARION
TN0002695	CAMP GLANCY	NC	I	MARION
TN0002694	COPPINGER COVE BAPTIST CHURCH	NC	I	MARION
TN0004178	FOSTER FALLS PUA,TVA	NC	I	MARION
TN0008049	FOSTER FALLS UTILITY DISTRICT	C	I	MARION
TN0002766	GRACE BAPTIST CHURCH	NC	I	MARION
TN0002691	HALES BAR MARINA	NC	I	MARION
TN0000819	KIMBALL COMMUNITY WATER SYSTEM	C	I	MARION
TN0004179	MAPLE VIEW PUA-TVA	NC	I	MARION
TN0002700	MARTIN SPRINGS QUICK STOP	NC	I	MARION
TN0000535	ORME WATER SYSTEM	C	I	MARION
TN0002767	PINE GROVE BC	NC	I	MARION
TN0000577	RICHARD CITY WATER SYSTEM	C	I	MARION
TN0000861	RIVER CANYON APARTMENTS	C	I	MARION
TN0002696	SEQUATCHIE VALLEY COUNTRY CLB	NC	I	MARION
TN0000616	SEQUATCHIE WATER WORKS	C	I	MARION
TN0000750	WEST VALLEY WATER SYSTEM, INC.	C	I	MARION

Total Number of Records Displayed = 27

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000002	ADAMSVILLE WATER SYSTEM	C	A	MCNAIRY
TN0000050	BETHEL SPRINGS WATER SYSTEM	C	A	MCNAIRY
TN0000570	EASTVIEW UTILITY DISTRICT	C	A	MCNAIRY
TN0000454	MICHIE WATER DEPT	C	A	MCNAIRY
TN0000615	SELMER WATER SYSTEM	C	A	MCNAIRY
TN0001044	ANTIOCH CHURCH OF CHRIST	NC	I	MCNAIRY
TN0004544	BUDDY'S TAVERN	NC	I	MCNAIRY
TN0004643	COON CREEK SCIENCE CENTER	NC	I	MCNAIRY
TN0001047	CURTIS HILL CH OF GOD OF PROP	NC	I	MCNAIRY
TN0001041	GOOD HOPE CHURCH	NC	I	MCNAIRY
TN0001033	MAGGIE JONES MEMOR METHODOST	NC	I	MCNAIRY
TN0001028	MT ZION BAPTIST CHURCH	NC	I	MCNAIRY
TN0001045	NEW HOPE BAPTIST CHURCH	NC	I	MCNAIRY
TN0002328	OLD HICKORY GRILL	NC	I	MCNAIRY
TN0000571	RAMER WATER DEPT	C	I	MCNAIRY
TN0001034	ROUNDTOWN CLUB	NC	I	MCNAIRY
TN0001037	ROUNDTOWN MOTEL	NC	I	MCNAIRY
TN0001046	SANCTIFIED CHURCH OF CHRIST	NC	I	MCNAIRY
TN0001036	SAULTERS CHAPEL CME CHURCH	NC	I	MCNAIRY
TN0001035	ST REST MB CHURCH	NC	I	MCNAIRY
TN0001030	STANTONVILLE METHODIST CHURCH	NC	I	MCNAIRY

Total Number of Records Displayed = 21

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0004171	ARMSTRONG FERRY CAMPGROUND	NC	A	MEIGS
TN0000183	DECATUR WATER DEPT	C	A	MEIGS
TN0004170	AGENCY CREEK PUA	NC	I	MEIGS
TN0002713	B & J CAMPGROUND	NC	I	MEIGS
TN0004317	B & J SPORTSMAN INC	NC	I	MEIGS
TN0002711	BETHSADIA BAPTIST CHURCH	NC	I	MEIGS
TN0004315	BIVENS LAKESIDE MARKET	NC	I	MEIGS
TN0002703	BURDETTE BAPTIST CHURCH	NC	I	MEIGS
TN0004560	CAMP OO-TAH-NEE-NOH-CHEE	NC	I	MEIGS
TN0002724	CAMPGROUND ON THE SHORE	NC	I	MEIGS
TN0002718	CAPT'N JOHNS RESTAURANT	NC	I	MEIGS
TN0001016	CEDAR VALLEY SCHOOL	NC	I	MEIGS
TN0004559	CHARLIE'S COUNTRY BOY RESTAU	NC	I	MEIGS
TN0000185	CIRCLE VALLEY TRAILER PARK	C	I	MEIGS
TN0002709	COTTONPORT BAPTIST CHURCH	NC	I	MEIGS
TN0002708	COTTONPORT MARINA & CMPG	NC	I	MEIGS
TN0002710	COTTONPORT RD CHURCH OF GOD	NC	I	MEIGS
TN0004316	DIXIE DEW DROP	NC	I	MEIGS
TN0003386	EASTVIEW ELEMENTARY SCHOOL	NC	I	MEIGS
TN0002722	EUCHEE MARINA	NC	I	MEIGS
TN0002451	FAIRVIEW SCHOOL	NC	I	MEIGS
TN0004172	FOOSHEE PASS #1 P.V.A.-TVA	NC	I	MEIGS
TN0004173	FOOSHEE PASS P.V.A. #2, TVA	NC	I	MEIGS
TN0002704	GOOD HOPE BAPTIST CHURCH	NC	I	MEIGS
TN0004593	GRACE BAPTIST CHURCH	NC	I	MEIGS
TN0002723	HARBOR INN	NC	I	MEIGS
TN0004504	HIGHWAY 58 SHORT STOP	NC	I	MEIGS
TN0004174	HORSBY HOLLOW P.V.A.-TVA	NC	I	MEIGS
TN0004550	JEREMIAH'S FAMILY INN	NC	I	MEIGS
TN0004318	LAKEHAVEN GOLF & COUNTRY CLUB	NC	I	MEIGS
TN0004562	LAKESIDE PARK	NC	I	MEIGS
TN0009697	LAKEVIEW CAMPGROUND	NC	I	MEIGS
TN0000697	LAKEVIEW MOBILE HOMES	C	I	MEIGS

TN0002717	LEE'S FAMILY RESTAURANT	NC	I	MEIGS	
TN0002227	MORNING VIEW APARTMENTS	NC	I	MEIGS	
TN0002719	PISGAH BAPTIST CHURCH	NC	I	MEIGS	
TN0002721	PLEASANT HILL BAPTIST CHURCH	NC	I	MEIGS	
TN0000946	PLEASURE ISLE	C	I	MEIGS	
TN0004505	PLEASURE ISLE	NC	I	MEIGS	
TN0003819	RURAL RETREAT	NC	I	MEIGS	
TN0003875	SAM'S BOAT DOCK	NC	I	MEIGS	
TN0002705	SHILOH CHURCH	NC	I	MEIGS	
TN0004750	SUNNY STORE	NC	I	MEIGS	
TN0004435	TEN MILE CHURCH	NC	I	MEIGS	
TN0003151	TEN MILE SCHOOL	NC	I	MEIGS	
TN0004561	THE LANDING RESORT	NC	I	MEIGS	
TN0002737	W. D. CARTER PROPERTIES	NC	I	MEIGS	
TN0002707	WALNUT GROVE BAPTIST CHURCH	NC	I	MEIGS	

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0004532	BROKEN ARROW TRAVEL CAMP	NC	A	MONROE
TN0002942	COKER CREEK ELEMENTARY SCHOOL	NTNC	A	MONROE
TN0004397	GREEN COVE ANGLER AND LODGE	NC	A	MONROE
TN0004270	INDIAN BOUNDARY REC AREA- USFS	NC	A	MONROE
TN0000936	LAUREL MTN LAKES WATER ASSOC.	C	A	MONROE
TN0002387	LOST SEA, INC	NC	A	MONROE
TN0000425	MADISONVILLE WATER DEPT	C	A	MONROE
TN0008280	MOUNTAIN SIDE ESTATES	C	A	MONROE
TN0005133	NORTH RIVER CHECK STATION - USFS	NC	A	MONROE
TN0000687	SWEETWATER UTILITY BOARD	C	A	MONROE
TN0000726	TELLICO AREA SERVICES SYSTEM	C	A	MONROE
TN0000693	TELLICO PLAINS WATER DEPT	C	A	MONROE
TN0004272	TELLICO RANGER STATION - USFS	NC	A	MONROE
TN0005127	129 MOTORCYCLE PIT STOP	NC	I	MONROE
TN0001487	ACTOONA BAPTIST CHURCH	NC	I	MONROE
TN0002933	ALTOONA BAPTIST CHURCH	NC	I	MONROE
TN0001557	BALL PLAY ELEMENTARY SCHOOL	NC	I	MONROE
TN0002935	BALL PLAY TABERNACLE CHURCH	NC	I	MONROE
TN0004269	BIG OAK COVE - USFS	NC	I	MONROE
TN0004860	BRIDGE RESTAURANT	NC	I	MONROE
TN0004398	BROKEN ARROW TRAILER PARK	NC	I	MONROE
TN0004983	BUD'S TAVERN	NC	I	MONROE
TN0002937	CALVARY BAPTIST CHURCH	NC	I	MONROE
TN0002061	CHESTUA BAPTIST CHURCH	NC	I	MONROE
TN0002072	CITICO BAPTIST CHURCH	NC	I	MONROE
TN0004870	CLIFTON MISS BAPTIST CHURCH	NC	I	MONROE
TN0002098	COKER CREEK BAPTIST CHURCH	NC	I	MONROE
TN0002990	COKER CREEK VILLAGE	NC	I	MONROE
TN0002944	CORNTASSEL BAPTIST CHURCH	NC	I	MONROE
TN0004978	COUNTY LINE TAVERN & TR PL	NC	I	MONROE
TN0004293	DAM CREEK - USFS	NC	I	MONROE
TN0004289	DAVIS BRANCH CAMPGROUND - USFS	NC	I	MONROE
TN0004267	DOUBLE CAMP - USFS	NC	I	MONROE

TN0004597	DOUGLAS CHEROKEE HEADSTART CEN	NTNC	I	MONROE
TN0004977	EAST TN LIVESTOCK CENTER	NC	I	MONROE
TN0003375	EDREW DRIVE-INN RESTAURANT	NC	I	MONROE
TN0002946	EPPERSON PRESBYTERIAN CHURCH	NC	I	MONROE
TN0004660	FAMILY KORNER	NC	I	MONROE
TN0002477	FORK CREEK PRESBYTERIAN CHURCH	NC	I	MONROE
TN0004576	FORT LOUDON MOTEL	NC	I	MONROE
TN0002470	FORT LOUDOUN HISTORIC AREA	NC	I	MONROE
TN0002975	FRONTIER HOUSE	NC	I	MONROE
TN0004323	GALLOWAY'S HIDEAWAY CAMPGROUND	NC	I	MONROE
TN0002522	GLENN LOCK BAPTIST CHURCH	NC	I	MONROE
TN0004736	GOD'S MOUNTAIN RETREAT	NC	I	MONROE
TN0000695	GREEN COVE TRAILER PARK	C	I	MONROE
TN0004976	HIGHWAY 11 PACKAGE & DELI	NC	I	MONROE
TN0005011	HIGHWAY TO HEAVEN CHURCH	NC	I	MONROE
TN0000426	HIWASSEE COLLEGE WATER SYSTEM	C	I	MONROE
TN0004271	HOLLY FLATS CAMPGROUND - USFS	NC	I	MONROE
TN0002951	HOPEWELL BAPTIST CHURCH	NC	I	MONROE
TN0002952	HOWARDS CHAPEL	NC	I	MONROE
TN0004288	JAKE BEST - USFS	NC	I	MONROE
TN0004393	KATHRYN'S KITCHEN	NC	I	MONROE
TN0004401	LAUREL MTN LAKES WATER ASSOC	NC	I	MONROE
TN0004800	LITTLE PEOPLE UNIVERSITY	NTNC	I	MONROE
TN0002976	LOG BARN RESTAURANT	NC	I	MONROE
TN0002392	LONG RIDGE BAPTIST CHURCH	NC	I	MONROE
TN0002288	MT PLEASANT BAPTIST CHURCH	NC	I	MONROE
TN0002979	NEW MACEDONIA BAPTIST CHURCH	NC	I	MONROE
TN0004265	NORTH RIVER CAMPGROUND - USFS	NC	I	MONROE
TN0002402	NOTCHEY CREEK BAPTIST CHURCH	NC	I	MONROE
TN0004213	NOTCHY CREEK CAMPGROUND%TRDA	NC	I	MONROE
TN0002595	OAKLAND BAPTIST CHURCH	NC	I	MONROE
TN0002330	OLD SWEETWATER BAPTIST CHURCH	NC	I	MONROE
TN0004853	PHILADELPHIA WORSHIP CENTER	NC	I	MONROE
TN0004971	PHOENIX STRUCTURES & SERVICES	NTNC	I	MONROE
TN0004705	POND CREEK STATION	NC	I	MONROE
TN0004524	POP'S COPUNTRY KITCHEN	NC	I	MONROE
TN0002984	POPLAR BLUFF BAPTIST CHURCH	NC	I	MONROE
TN0004893	POPLAR COURT TRAVEL TRAILER CM	NC	I	MONROE
TN0004984	POWELL MILITARY SUPPLY, INC	NTNC	I	MONROE
TN0004728	PUNKIN CENTER CAFE	NC	I	MONROE
TN0005130	PUNKIN CENTER MARKET	NC	I	MONROE
TN0004669	RASAR LANDING	NC	I	MONROE

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0001623	ALAMO BAPTIST CHURCH	NC	A	OBION
TN0000220	ELBRIDGE WATER ASSOCIATION	C	A	OBION
TN0000311	HORNBEAK UTILITY DISTRICT	C	A	OBION
TN0000347	KENTON WATER DEPT	C	A	OBION
TN0000935	MASON HALL DEVELOPMENT CORP	C	A	OBION
TN0000524	OBION WATER DEPT	C	A	OBION
TN0000757	REELFOOT WATER ASSOCIATION	C	A	OBION
TN0000607	SAMBURG UTILITY DISTRICT	C	A	OBION
TN0000648	SOUTH FULTON WATER SYSTEM	C	A	OBION
TN0000712	TROY WATER SYSTEM	C	A	OBION
TN0000720	UNION CITY WATER DEPT	C	A	OBION
TN0001619	BETHEL BAPTIST CHURCH	NC	I	OBION
TN0001630	BETHLEHEM CUMBERLAND PRESBY.	NC	I	OBION
TN0001620	BIBLE BAPTIST CHURCH	NC	I	OBION
TN0000901	CLOAR'S TRAILER PARK	C	I	OBION
TN0000722	DOE RUST,% BOBBY JOE DAVIS	C	I	OBION
TN0003142	HAMILTON'S RESORT	NC	I	OBION
TN0001633	LEES CORNER BAR-B-Q	NC	I	OBION
TN0001625	MACEDONIA BAPTIST CHURCH	NC	I	OBION
TN0001612	MASON HALL DEVELOPMENT CORP.	NC	I	OBION
TN0001636	NATIONS CAMP	NC	I	OBION
TN0001626	NEW SALEM BAPTIST CHURCH	NC	I	OBION
TN0001621	PLEASANT HILL NO2 BAPTIST CH.	NC	I	OBION
TN0004633	REELFOOT PACKING CO.	NTNC	I	OBION
TN0001635	SOUTHSHORE RESORT	NC	I	OBION

Total Number of Records Displayed = 25

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000853	EAST FORK U.D.	C	A	OVERTON
TN0000405	LIVINGSTON WATER DEPT	C	A	OVERTON
TN0000013	NORTH OVERTON UTILITY DISTRICT	C	A	OVERTON
TN0000578	WEST OVERTON UTILITY DISTRICT	C	A	OVERTON
TN0009015	ALPINE COMMUNITY	NC	I	OVERTON
TN0002199	AUDREY ROBBINS	NC	I	OVERTON
TN0002176	CALVARY FREEWILL BAPTIST CHURC	NC	I	OVERTON
TN0002202	CAMP COUNTRY LAD	NC	I	OVERTON
TN0002201	CAMP MONTEREY	NC	I	OVERTON
TN0003583	CEDAR LAKE CAMP	NC	I	OVERTON
TN0002178	CH OF GOD IN CHRIST MENNONITE	NC	I	OVERTON
TN0005102	CONCORD RESORT	NC	I	OVERTON
TN0009011	DAVIS WATER SYSTEM	NC	I	OVERTON
TN0004653	DEEP VALLEY PARK	NC	I	OVERTON
TN0002191	FELLOWSHIP BAPTIST CHURCH	NC	I	OVERTON
TN0002459	FREE COMMUNION CHURCH OF CHR	NC	I	OVERTON
TN0002192	FREE COMMUNION CHURCH OF CHRIS	NC	I	OVERTON
TN0002196	GEORGE LINDER	NC	I	OVERTON
TN0002179	HARDYS CHAPEL ELEMENTARY	NTNC	I	OVERTON
TN0004309	HENRY GEIGER/CHILDREN GOSPEL	NC	I	OVERTON
TN0002187	HOLLY SPRINGS CHURCH OF CHRIST	NC	I	OVERTON
TN0002628	INDEPENDENCE ELEM SCHOOL	NTNC	I	OVERTON
TN0002194	INDEPENDENCE ELEMENTARY	NC	I	OVERTON
TN0002548	LIVINGSTON BOAT DOCK	NC	I	OVERTON
TN0002190	MARTINS CHAPEL METHODIST CH	NC	I	OVERTON
TN0002198	MCDONALDS CHAPELS CHURCH	NC	I	OVERTON
TN0002174	MINERAL SPRINGS FIRST BAPTIST	NC	I	OVERTON
TN0002193	MONROE ELEMENTARY	NC	I	OVERTON
TN0002183	OAK HILL UNITED METHODIST CH	NC	I	OVERTON
TN0003247	PLEASANT VALLEY ELEM SCHOOL	NTNC	I	OVERTON
TN0002185	POPLAR SPRINGS BAPTIST CHURCH	NC	I	OVERTON
TN0004301	STANDING STONE STATE PARK	NC	I	OVERTON
TN0002180	SWALLOWS CHAPEL CH OF CHRIST	NC	I	OVERTON

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000404	LINDEN WATER DEPT	C	A	PERRY
TN0000406	LOBELVILLE WATER DEPT	C	A	PERRY
TN0004383	BRITTS LANDING CAMPGROUND	NC	I	PERRY
TN0001730	BUFFALO RIVER CAFE	NC	I	PERRY
TN0000837	BUFFALO RIVER UD	C	I	PERRY
TN0004384	BUFFALO SPRINGS RESORT	NC	I	PERRY
TN0001726	CAMP LINDEN	NC	I	PERRY
TN0001731	CEDAR CREEK BOAT DOCK	NC	I	PERRY
TN0001732	CEDAR CREEK SCHOOL	NC	I	PERRY
TN0004392	CIRCLE C RANCH	NC	I	PERRY
TN0001735	CROOKED CREEK CAMPGROUND	NC	I	PERRY
TN0004729	CROOKED CREEK SPORTS MARINA	NC	I	PERRY
TN0004361	CYPRESS CK MARINA	NC	I	PERRY
TN0001736	DEER POINT CAMPGROUND	NC	I	PERRY
TN0000951	DEER VALLEY WILDERNESS PROGRAM	C	I	PERRY
TN0004385	EDWARDS CAFE	NC	I	PERRY
TN0001729	FLATWOODS CAFE	NC	I	PERRY
TN0004626	FLATWOODS CANOE BASE(CANOE)	NC	I	PERRY
TN0001728	FLATWOODS CHURCH OF CHRIST	NC	I	PERRY
TN0001727	GRIMES CANOE BASE	NC	I	PERRY
TN0004951	KELSEY'S MARKET	NC	I	PERRY
TN0001733	PINEVIEW SCHOOL	NC	I	PERRY
TN0004966	RIVERFRONT CAMPGROUND	NC	I	PERRY
TN0004387	ROCKHOUSE HEADSTART SCHOOL	NC	I	PERRY
TN0004506	TOM'S CREEK BOAT DOCK	NC	I	PERRY
TN0005039	TOMMY'S MARKET	NC	I	PERRY
TN0001734	TOMS CREEK BAPTIST CHURCH	NC	I	PERRY
TN0004369	WEAVER'S CAFE AND GROCERY	NC	I	PERRY

Total Number of Records Displayed = 28

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000088	BYRDSTOWN WATER DEPARTMENT	C	A	PICKETT
TN0005166	BIG SKY ESTATES	NC	I	PICKETT
TN0002160	EAST PORT DOCK	NC	I	PICKETT
TN0002153	GARRETTS TRAILER COURT	NC	I	PICKETT
TN0004146	OBEY RIVER SITE-DALE HOLLOW LK	NC	I	PICKETT
TN0002158	PICKETT STATE PARK-CAMPGROUND	NC	I	PICKETT
TN0004510	PICKETT STATE PARK-GROUP CAMP	NC	I	PICKETT
TN0002149	SILVER BELL TRAILER COURT	NC	I	PICKETT
TN0003989	SUNSET BOAT DOCK	NC	I	PICKETT

Total Number of Records Displayed = 9

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000048	BENTON WATER SYSTEM	C	A	POLK
TN0004321	CAMP CHEROKEE-POLK CO	NC	A	POLK
TN0000138	CHEROKEE HILLS U.D.	C	A	POLK
TN0004260	CHILHOWEE - USFS	NC	A	POLK
TN0000844	COPPER BASIN UTILITY DISTRICT	C	A	POLK
TN0000136	COPPERHILL WATER DEPT	C	A	POLK
TN0005128	EAGLE RANCH ADVENTURE CO., INC.	NC	A	POLK
TN0004333	FAIRVIEW BAPT CHURCH-RELIANCE	NC	A	POLK
TN0002136	HIWASSEE OUTFITTERS	NC	A	POLK
TN0004259	MAC POINT - USFS	NC	A	POLK
TN0004986	MONA & LARRY'S	NC	A	POLK
TN0004961	OCOEE ADVENTURE CENTER	NC	A	POLK
TN0004264	PARKSVILLE LAKE - USFS	NC	A	POLK
TN0005163	RAFT ONE WHITEWATER	NC	A	POLK
TN0005193	RELIANCE FLY AND TACKLE	NC	A	POLK
TN0004294	THUNDER ROCK #2 CMPG - USFS	NC	A	POLK
TN0004336	WEBB BROTHERS	NC	A	POLK
TN0004953	WHITEWATER EXPRESS, INC	NC	A	POLK
TN0002677	WILDWATER LIMITED	NC	A	POLK
TN0002472	411 RESTAURANT & MOTEL	NC	I	POLK
TN0004981	BEAR'S DEN GRILL & GROCERY	NC	I	POLK
TN0004968	BEECH SPRINGS BAPTIST CHURCH	NC	I	POLK
TN0004285	BIG BEND - USFS	NC	I	POLK
TN0002053	CAMP OCOEE YMCA	NC	I	POLK
TN0004706	CHEROKEE INN OF POLK COUNTY	NC	I	POLK
TN0004585	COOKIE'S	NC	I	POLK
TN0004835	COPPER BASIN GOLF CLUB	NC	I	POLK
TN0004937	COPPER DUCK RESTAURANT	NC	I	POLK
TN0004328	CREEKSIDE RESTAURANT	NC	I	POLK
TN0000189	DELANO WATER SYSTEM	C	I	POLK
TN0000203	DUCKTOWN WATER DEPT	C	I	POLK
TN0004645	EAGLES NEST INC.	NC	I	POLK
TN0004396	FARNER CHURCH OF GOD	NC	I	POLK

TN0005081	FLIP FLOP BURGERS	NC	I	POLK
TN0004887	FREDDY'S LOUNGE	NC	I	POLK
TN0004998	GREASY CREEK BAPTIST CHURCH	NC	I	POLK
TN0004743	HIWASSEE BBQ	NC	I	POLK
TN0004252	HIWASSEE RIVER PICNIC - USFS	NC	I	POLK
TN0004472	INTERTRADE HOLDINGS, INC.	NTNC	I	POLK
TN0004925	ISABELLA'S GROCERY AND DELI	NC	I	POLK
TN0004828	J & P MINI-MART	NC	I	POLK
TN0004433	KEN & VIV'S WAGON WHEEL REST	NC	I	POLK
TN0002052	LAKE OCOEE INN & MARINA INC	NC	I	POLK
TN0004251	LOST CREEK - USFS	NC	I	POLK
TN0004644	MAGIC MOUNTAIN	NC	I	POLK
TN0002058	MAY'S CHECKER CAFE	NC	I	POLK
TN0000856	MC CAYSVILLE WATER SYSTEM	C	I	POLK
TN0004473	MCPHERSON-TCC	NTNC	I	POLK
TN0000137	NEWTOWN/CEMETARY HILL U.D.	C	I	POLK
TN0004295	OCOEE OFFICE - USFS	NC	I	POLK
TN0004296	OCOEE WHITEWATER CENTER-USFS	NC	I	POLK
TN0004689	PINHOOK BEND SUBDIVISION	NC	I	POLK
TN0004680	POND MOUNTAIN GROCERY	NC	I	POLK
TN0000204	POSTELLE WATER SYSTEM	C	I	POLK
TN0004287	POWERHOUSE - USFS	NC	I	POLK
TN0004806	RAFT ONE WHITEWATER	NC	I	POLK
TN0004470	RAILROAD SPRING-TCC	NTNC	I	POLK
TN0005189	RELIANCE RIVER PROPERTIES WATER SYSTEM	NC	I	POLK
TN0004574	ROSE'S RESTAURANT	NC	I	POLK
TN0005145	SAVANNAH OAKS WINERY	NC	I	POLK
TN0002055	SENAS RESTAURANT	NC	I	POLK
TN0004924	SHADY SPRINGS BAPTIST CHURCH	NC	I	POLK
TN0005023	SHENANDOAH BOY'S RANCH	NC	I	POLK
TN0002137	SHILOH BAPTIST CHURCH	NC	I	POLK
TN0004471	SMELTER SPRING WATER SYSTEM	NTNC	I	POLK
TN0004469	TENN CHEM CO, TN WAT PLANT	NTNC	I	POLK
TN0004993	THE OLD COUNTRY PORCH RESTAURANT	NC	I	POLK
TN0004262	THUNDER ROCK #1-USFS	NC	I	POLK
TN0002051	TINSLEY'S REST	NC	I	POLK
TN0004286	TOWEE CREEK - USFS	NC	I	POLK
TN0004982	TOWEE MOUNTAIN SUBDIVISION	NC	I	POLK
TN0004263	TUMBLING CREEK - USFS	NC	I	POLK
TN0002057	TURTLETOWN ELEMENTARY SCHOOL	NTNC	I	POLK

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0000174	DAYTON WATER DEPT	C	A	RHEA
TN0000863	GRANDVIEW UTILITY DISTRICT	C	A	RHEA
TN0000269	GRAYSVILLE WATER DEPT	C	A	RHEA
TN0000178	LAURELBROOK SCHOOL	C	A	RHEA
TN0000970	NORTH U.D. OF RHEA COUNTY	C	A	RHEA
TN0000656	SPRING CITY WATER SYSTEM	C	A	RHEA
TN0000872	WATTS BAR UTILITY DISTRICT	C	A	RHEA
TN0009658	ARNOLD BARE TRAILER PARK	NC	I	RHEA
TN0003609	ARROWHEAD RESORT	NC	I	RHEA
TN0000658	BARE TRAILER PARK	C	I	RHEA
TN0003624	BETHESDA WILDERNESS PRG	NTNC	I	RHEA
TN0009179	BLUE WATER MARINA LLC.	NC	I	RHEA
TN0003610	CEDINE BIBLE MISSION	NC	I	RHEA
TN0008012	COUNTRY STORAGE & MHP	C	I	RHEA
TN0003623	CRYSTAL SPRINGS REC. AREA	NC	I	RHEA
TN0002108	DAYTON GOLF & CC	NC	I	RHEA
TN0004685	EDEN MARINA INC	NC	I	RHEA
TN0004693	EDEN RESORT MARINA INC	NC	I	RHEA
TN0000235	EVENSVILLE UTILITY DISTRICT	C	I	RHEA
TN0003616	FORT BLUFF YOUTH CAMP	NC	I	RHEA
TN0000662	FOUR SEASONS MH. VILLAGE	C	I	RHEA
TN0003627	FRAZIER ELEMENTARY SCHOOL	NC	I	RHEA
TN0003607	GRANDVIEW ELEMENTARY SCHOOL	NC	I	RHEA
TN0000182	HASTINGS MHP %IMOGENE HASTINGS	C	I	RHEA
TN0000176	HILL LAKE WATER SYSTEM	C	I	RHEA
TN0004950	J.M. HUBER CORPORATION	NC	I	RHEA
TN0000177	LAKE RICHLAND APARTMENTS	C	I	RHEA
TN0000870	LARRY JACOBSON WATER SYSTEM	C	I	RHEA
TN0003615	LOOKOUT MTN TOMATO & BANANA CO	NC	I	RHEA
TN0003629	NEW BETHEL METHODIST CHURCH	NC	I	RHEA
TN0003628	NEW UNION BAPTIST CHURCH	NC	I	RHEA
TN0000657	NEWPORT RESORT WATER SYSTEM	C	I	RHEA
TN0000180	OAK SHADOWS M H P	C	I	RHEA

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Water System No.	Water System Name	Type	Status	Principal County Served
TN0001100	CROSS EYED CRICKET CAMPGROUND	NC	A	ROANE
TN0000531	CUMBERLAND UTILITY DISTRICT	C	A	ROANE
TN0000287	HARRIMAN UTILITY BOARD	C	A	ROANE
TN0000360	KINGSTON WATER SYSTEM	C	A	ROANE
TN0001060	OAK RIDGE NATIONAL LAB X-10	NTNC	A	ROANE
TN0000523	OLIVER SPRINGS WATER BOARD	C	A	ROANE
TN0000457	ROANE CENTRAL UTILITY DISTRICT	C	A	ROANE
TN0000590	ROCKWOOD WATER SYSTEM	C	A	ROANE
TN0000969	WATTS BAR EAST U.D.	C	A	ROANE
TN0001111	BAIN GULF SERVICE	NC	I	ROANE
TN0001103	BLOCK HOUSE	NC	I	ROANE
TN0004420	BLUE SPRINGS MARINA, INC.	NC	I	ROANE
TN0001081	BRIGADOON RESORT	NC	I	ROANE
TN0000932	CAMELOT CARE CENTER	C	I	ROANE
TN0004698	CAMELOT CARE CENTER-HOUSE	NC	I	ROANE
TN0004699	CAMELOT CARE CENTER-SCHOOL	NTNC	I	ROANE
TN0001516	CAMP BUCK TOMS % DAVID WALLACE	NC	I	ROANE
TN0002615	CAMP JOHN KNOX	NC	I	ROANE
TN0001082	CAMPBUCK TOMS	NC	I	ROANE
TN0001073	CEDAR FORK BAPTIST CHURCH	NC	I	ROANE
TN0003591	CHAPMAN GROVE BAPTIST CHURCH	NC	I	ROANE
TN0001070	COMMUNITY GRILL	NC	I	ROANE
TN0004410	COUNTRY KITCHEN	NC	I	ROANE
TN0000800	DOE K-25 W.P., % A. TRIVETTE	C	I	ROANE
TN0005050	EAST TN EPISCOPAL CHURCH-DORM	NC	I	ROANE
TN0005049	EAST TN EPISCOPAL CHURCH-HOUSE	NC	I	ROANE
TN0003374	EDGEWOOD ELEM SCHOOL	NTNC	I	ROANE
TN0001085	ERIE CHURCH OF GOD	NC	I	ROANE
TN0004442	ETTP - COR - CITY OF OAK RIDGE	NTNC	I	ROANE
TN0005137	ETTP - DOE - DEPT OF ENERGY	NTNC	I	ROANE
TN0002452	FAIRVIEW SCHOOL	NTNC	I	ROANE
TN0001084	FISHER'S BAYSIDE MARINA	NC	I	ROANE
TN0004418	FLANNIGAN LOOP WAREHOUSE	NTNC	I	ROANE

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Water System No.	Water System Name	Type	Status	Principal County Served	W
TN0004447	ADVENTURE BOUND CAMPING RESORT-GATLINBUR	NC	A	SEVIER	
TN0005078	APPALACHIAN R.V. RESORT	NC	A	SEVIER	
TN0001471	BRIDGEMONT MINISTRIES, INC.	NC	A	SEVIER	
TN0004838	BROOKSIDE RESORT CABINS	NC	A	SEVIER	
TN0005053	BROTHER'S COVE HOA	NC	A	SEVIER	
TN0004641	BUCKHORN INN	NC	A	SEVIER	
TN0004413	CAMP BA-YO-CA	NC	A	SEVIER	
TN0000849	CHALET VILLAGE NORTH	C	A	SEVIER	
TN0001264	CHIMNEYS PICNIC AREA	NC	A	SEVIER	
TN0005194	CLIMB WORKS, LLC	NC	A	SEVIER	
TN0000998	COVE MOUNTAIN MOBILE HOME PARK	C	A	SEVIER	
TN0005216	DOLLAR GENERAL 22484	NC	A	SEVIER	
TN0005073	DOUGLAS LK RESORT OW. ASSO. INC.	NC	A	SEVIER	
TN0005089	EAGLE CREST OWNER'S ASSO W.S.	NC	A	SEVIER	
TN0000618	EAST SEVIER COUNTY U.D.	C	A	SEVIER	
TN0001266	ELKMONT CAMPGROUND	NC	A	SEVIER	
TN0008284	ELVIRA'S CAFE	NC	A	SEVIER	
TN0005217	FOR BY GRACE RESORT	NC	A	SEVIER	
TN0000256	GATLINBURG WATER DEPT	C	A	SEVIER	
TN0005120	GRANDVIEW RESORT	NC	A	SEVIER	
TN0000270	GREAT SMOKY MTNS NATIONAL PARK HQ	NTNC	A	SEVIER	
TN0001482	GREENBRIER CAMPGROUND, LLC.	NC	A	SEVIER	
TN0005157	HARPER BROS GENERAL STORE	NC	A	SEVIER	
TN0005048	HIDDEN SPRINGS RESORT	NC	A	SEVIER	
TN0004638	HONEYMOON HILLS OF GATLINBURG	NC	A	SEVIER	
TN0005205	JADED ART COLLECTIVE	NC	A	SEVIER	
TN0001268	LECONTE LODGE	NC	A	SEVIER	
TN0005151	LEGACY MOUNTAIN RESORT	NC	A	SEVIER	
TN0005211	LEGACY MOUNTAIN ZIPLINES	NC	A	SEVIER	
TN0001270	METCALF BOTTOMS PICNIC AREA	NC	A	SEVIER	
TN0000841	NORTON CREEK WATER SYSTEM	C	A	SEVIER	
TN0001483	OUTDOOR RESORTS @ GATLINBURG	NC	A	SEVIER	

TN0005201	PAW PAW'S CATFISH KITCHEN	NC	A	SEVIER
TN0000548	PIGEON FORGE WATER DEPARTMENT	C	A	SEVIER
TN0005121	PONDEROSA STABLES	NC	A	SEVIER
TN0000925	RIVERSIDE CAMPGROUND	C	A	SEVIER
TN0008279	SEVIER COUNTY WATER DEPARTMENT	C	A	SEVIER
TN0000617	SEVIERVILLE WATER SYSTEM	C	A	SEVIER
TN0001450	SHILOH BAPTIST CHURCH	NC	A	SEVIER
TN0004486	SIMS POINT CAMPGROUND	NC	A	SEVIER
TN0005058	SMOKER HOLLER RV RESORT	NC	A	SEVIER
TN0004796	SMOKY MOUNTAIN LODGE	NC	A	SEVIER
TN0005179	THE PRESERVE H.O.A.	NC	A	SEVIER
TN0005074	TWIN CREEKS RECREATION AREA	NC	A	SEVIER
TN0005191	UNDER CANVAS SMOKY MOUNTAINS	NC	A	SEVIER
TN0001480	VENTURE OUT AT GATLINBURG	C	A	SEVIER
TN0004480	WAFLOY MOUNTAIN VILLAGE	NC	A	SEVIER
TN0008140	WEARS VALLEY RANCH	C	A	SEVIER
TN0000261	WEBB CREEK UTILITY DISTRICT	C	A	SEVIER
TN0004640	WILD PLUM TEA ROOM	NC	A	SEVIER
TN0001452	ZION HILL BAPTIST CHURCH	NC	A	SEVIER
TN0001440	ALDER BRANCH BAPTIST CHURCH	NC	I	SEVIER
TN0004661	ALPINE HIDEAWAY CAMPGROUND	NC	I	SEVIER
TN0001438	ANTIOCH BAPTIST CHURCH	NC	I	SEVIER
TN0001432	BANNER BAPTIST CHURCH	NC	I	SEVIER
TN0004871	BENSON HEAD START	NC	I	SEVIER
TN0004805	BENT CREEK RESORT	NC	I	SEVIER
TN0001585	BETHEL BAPTIST CHURCH	NC	I	SEVIER
TN0004481	BIG WALLY'S GRILL	NC	I	SEVIER
TN0001439	BOYDS CREEK BAPTIST CHURCH	NC	I	SEVIER
TN0004771	BOYDS CREEK LEARNING CENTER	NC	I	SEVIER
TN0001478	BUFFALO SPRINGS CAMPGROUND	NC	I	SEVIER
TN0005107	BULL FROG GRILLE	NC	I	SEVIER
TN0004766	C & B MARKET AND GRILL	NC	I	SEVIER
TN0001416	CALVARY BAPTIST CHURCH	NC	I	SEVIER
TN0001475	CAMP BA-YO-CA LODGE	NC	I	SEVIER
TN0001476	CAMP SMOKY CHRISTIAN RETREAT	NC	I	SEVIER
TN0000868	CATE'S MOBILE HOME PARK	C	I	SEVIER
TN0001467	CATON CHAPEL SCHOOL	NC	I	SEVIER
TN0004833	CLINGING VINE CAFE	NC	I	SEVIER
TN0000873	CONDO VILLAS OF GATLINBURG	C	I	SEVIER
TN0001415	COVEMONT BAPTIST CHURCH	NC	I	SEVIER
TN0004979	COY'S ARCADE & DELI	NC	I	SEVIER
TN0004612	COY'S ARCADE & RESTAURANT	NC	I	SEVIER

TN0005046	DEERPATH VACATIONS	NC	I	SEVIER
TN0005055	DOUGLAS LAKE RESORT	NC	I	SEVIER
TN0000624	DOWN HOME TRAILER PARK	C	I	SEVIER
TN0001435	DRIPPING SPRINGS BAPTIST CH	NC	I	SEVIER
TN0004335	DUMPLIN VALLEY INN	NC	I	SEVIER
TN0001436	DUPONT BAPT. CHURCH	NC	I	SEVIER
TN0004944	EAGLE'S NEST CAMPGROUND	NC	I	SEVIER
TN0004437	EAST TENN NATURAL GAS	NTNC	I	SEVIER
TN0004832	FAT MAN'S PIZZA	NC	I	SEVIER
TN0004334	FLAT CREEK CAMPGROUND	NC	I	SEVIER
TN0001473	FORT WEAR CAMPGROUND	NC	I	SEVIER
TN0001426	FOX UNITED METHODIST CHURCH	NC	I	SEVIER
TN0004639	GATLINBURG'S HONEYMOON HDWY #2	NC	I	SEVIER
TN0000956	GEORGE HUSKEY MOBILE HOME PARK	C	I	SEVIER
TN0001441	GIST'S CREEK BAPTIST CHURCH	NC	I	SEVIER
TN0000260	GLADES TRAILER PARK	C	I	SEVIER
TN0004646	GLADYS' PLACE RESTAURANT	NC	I	SEVIER
TN0004876	GRANDMOTHER'S KITCHEN	NC	I	SEVIER
TN0004650	GREENBRIER RESTAURANT	NC	I	SEVIER
TN0004872	HARRISBURG HEAD START	NC	I	SEVIER
TN0001267	HEADQUARTERS AREA	NC	I	SEVIER
TN0001422	HENDERSON CHAPEL BAPTIST CH.	NC	I	SEVIER
TN0004818	HICKORY JOE'S	NC	I	SEVIER
TN0004485	HITCHING POST GROCERY AND GRIL	NC	I	SEVIER
TN0001455	HORSE TRADER/THOMAS GRILL	NC	I	SEVIER
TN0001414	HURST'S CHAPEL BAPTIST CHURCH	NC	I	SEVIER
TN0001465	JONES COVE SCHOOL	NC	I	SEVIER
TN0001424	KING BRANCH ROAD CHURCH OF CHRIST	NC	I	SEVIER
TN0001469	KNOXVILLE EAST KOA	NC	I	SEVIER
TN0001460	L-RANCH MOTEL	NC	I	SEVIER
TN0001428	LAUREL BRANCH BAPTIST CHURCH	NC	I	SEVIER
TN0004391	LECONTE VISTA CAMPGROUND	NC	I	SEVIER
TN0001417	LITTLE COVE BAPTIST CHURCH	NC	I	SEVIER
TN0000621	LITTLE PONDEROSA	C	I	SEVIER
TN0004399	LITTLE PONDEROSA	NC	I	SEVIER
TN0001459	MARK ANN MOTEL AND RESTAURANT	NC	I	SEVIER
TN0001447	MILLICAN GROVE BAPTIST CHURCH	NC	I	SEVIER
TN0005062	MOUNTAIN SHADOWS HOMEOWNERS ASSOCIATION	NC	I	SEVIER
TN0001418	MOUNTAIN VIEW BAPTIST CHURCH	NC	I	SEVIER
TN0000620	MOUNTAIN VIEW TRAILER PARK	C	I	SEVIER
TN0001434	MURPHY CHAPEL CHURCH	NC	I	SEVIER

TN0001466	NEW CENTER SCHOOL	NC	I	SEVIER
TN0001443	OAK CITY BAPTIST CHURCH	NC	I	SEVIER
TN0004866	OLD MCCARTER'S CORNER	NC	I	SEVIER
TN0001429	OLDHAM'S CREEK BAPTIST CHURCH	NC	I	SEVIER
TN0004648	OUTDOOR RESORTS @ GATLINBURG 2	NC	I	SEVIER
TN0005002	OUTDOOR RESORTS @ GATLN-OFFICE	NC	I	SEVIER
TN0000914	OWNBY TRAILER PARK	C	I	SEVIER
TN0001444	PAW PAW HOLLOW BAPTIST CHURCH	NC	I	SEVIER
TN0004813	PONDEROSA CAMPGROUND	NC	I	SEVIER
TN0001445	PROVIDENCE BAPTIST CHURCH	NC	I	SEVIER
TN0001454	RAY'S MKT	NC	I	SEVIER
TN0004647	RICHARDSON COVE BAPTIST CHRCH	NC	I	SEVIER
TN0001484	RIVEREDGE R.V. PARK	NC	I	SEVIER
TN0004880	ROCKY TOP ENTERPRISES DBA ROCKY TOP COUN	NC	I	SEVIER
TN0009591	ROGER'S WALDEN CREEK CPG	NC	I	SEVIER
TN0000591	ROGER'S WALDEN CREEK CPG & TRP	C	I	SEVIER
TN0001474	ROGERS WALDEN CREEK CAMPGRND.	NC	I	SEVIER
TN0001485	SEVIER COUNTY CAMPGROUND	NC	I	SEVIER
TN0003888	SHILOH BAPTIST CHURCH	NC	I	SEVIER
TN0004742	SMOKEY MOUNTAIN CAMPGROUND	NC	I	SEVIER
TN0001481	SMOKEY MTN CRAZY HORSE CAMPGD	NC	I	SEVIER
TN0005101	SMOKY COVE LOG CABIN RENTALS	NC	I	SEVIER
TN0001470	SMOKY MOUNTAIN USA	NC	I	SEVIER
TN0001479	SPRING VALLEY CAMPGROUND	NC	I	SEVIER
TN0005070	STARR CREST #1	NC	I	SEVIER
TN0005071	STARR CREST #2	NC	I	SEVIER
TN0004613	STEINER BELL MOUNTAIN HAVEN	NC	I	SEVIER
TN0004710	STEINER BELL-KING ARTHUR CT	NC	I	SEVIER
TN0001449	SUGAR LOAF BAPTIST CHURCH	NC	I	SEVIER
TN0004744	SUNRISE CAFE AND MARKET	NC	I	SEVIER
TN0004688	SWAGGERTY SAUSAGE	NTNC	I	SEVIER
TN0004551	TEAGUE MILL RESTAURANT	NC	I	SEVIER
TN0005006	THE GOODIE SHOPP, INC.	NC	I	SEVIER
TN0004514	TRIPLE C MARKET	NC	I	SEVIER
TN0003306	TROUT CREEK CAMP & TRAILER PK.	NC	I	SEVIER
TN0001448	UNION VALLEY BAPTIST CHURCH	NC	I	SEVIER
TN0001420	VALLEY VIEW BAPTIST CHURCH	NC	I	SEVIER
TN0001472	WALDEN CREEK CAMP	NC	I	SEVIER
TN0004749	WALDEN CREEK MISS BAPTIST	NC	I	SEVIER
TN0004479	WATER CIRCUS	NC	I	SEVIER
TN0001423	WEARS VALLEY INDEPENDENT	NC	I	SEVIER
TN0001464	WEARWOOD SCHOOL	NC	I	SEVIER

Drinking Water Branch

Water Systems

Return Links

Water System Search

County Map

Glossary

Water System No.	Water System Name	Type	Status	Principal County Served	W
TN0000765	BARTLETT WATER SYSTEM	C	A	SHELBY	
TN0004992	BLUES CITY BREWERY, LLC	NTNC	A	SHELBY	
TN0005242	CASPER CREEK RV PARK	NC	A	SHELBY	
TN0000126	COLLIERVILLE WATER DEPT	C	A	SHELBY	
TN0000262	GERMANTOWN WATER DEPT	C	A	SHELBY	
TN0000450	MEMPHIS LIGHT, GAS, & WATER	C	A	SHELBY	
TN0000463	MILLINGTON WATER DEPT	C	A	SHELBY	
TN0000468	NSA - MIDSOUTH	C	A	SHELBY	
TN0008117	ARBORS OF CENTURY CENTER APTS	C	I	SHELBY	
TN0002619	ARCADIAN FERTILIZER, LP	NTNC	I	SHELBY	
TN0000019	ARLINGTON WATER SYSTEM	C	I	SHELBY	
TN0008118	AUTUM CREEK APARTMENTS	C	I	SHELBY	
TN0008239	AVERY PARK APARTMENTS	C	I	SHELBY	
TN0008234	BAILEY CREEK APARTMENTS	C	I	SHELBY	
TN0000039	BARTLETT-ELLENDALE WATER SYSTE	C	I	SHELBY	
TN0008155	BELLA VISTA APARTMENTS	C	I	SHELBY	
TN0008024	BRIAR CLUB APARTMENTS	C	I	SHELBY	
TN0008230	BRISTOL ON UNION APARTMENTS	C	I	SHELBY	
TN0008242	CARRINGTON MANOR APARTMENTS	C	I	SHELBY	
TN0008198	CEDAR MILLS APARTMENTS	C	I	SHELBY	
TN0008025	CINNAMON TRAILS APARTMENTS	C	I	SHELBY	
TN0008240	CLEARBROOK VILLAGE APARTMENTS	C	I	SHELBY	
TN0008269	COLONIAL GRAND AT SHELBY FARMS	C	I	SHELBY	
TN0008170	COUNTRY SQUIRE APARTMENTS	C	I	SHELBY	
TN0008186	CROSSINGS APARTMENTS, THE	C	I	SHELBY	
TN0008203	DEERFIELD APARTMENTS	C	I	SHELBY	
TN0008026	DOGWOOD CREEK APARTMENTS	C	I	SHELBY	
TN0008119	FARMINGTON GATES APARTMENTS	C	I	SHELBY	
TN0008154	GLENEAGLE APARTMENTS	C	I	SHELBY	
TN0008167	GREENBROOK BEND APARTMTNTS	C	I	SHELBY	
TN0008195	GREENVIEW TOWNHOMES APARTMENTS	C	I	SHELBY	
TN0008161	GROVE AT ISLAND DRIVE APTS.	C	I	SHELBY	
TN0008153	HICKORY FARMS APARTMENTS	C	I	SHELBY	

TN0008027	HICKORY POINTE APARTMENTS	C	I	SHELBY	
TN0008028	HUNTERS TRACE APARTMENTS	C	I	SHELBY	
TN0002623	ILLINOIS CENTRAL GULF RAILROAD	NTNC	I	SHELBY	
TN0008185	KIRBY STATION APARTMENTS	C	I	SHELBY	
TN0008121	LANDING APARTMENTS, THE	C	I	SHELBY	
TN0008163	LEGACY FARMS APARTMENTS	C	I	SHELBY	
TN0008250	LEVI LANDINGS SUBDIVISION	C	I	SHELBY	
TN0008166	LINCOLN ON THE GREEN APT.	C	I	SHELBY	
TN0008162	MADISON AT SCHILLING FARMS APT	C	I	SHELBY	
TN0008164	MADISON HUMPHREYS CENTER APTS	C	I	SHELBY	
TN0008187	PARK ESTATES APARTMENTS	C	I	SHELBY	
TN0000021	PINE LAKE COOPERATIVE,.INC.	C	I	SHELBY	
TN0008194	PROVIDENCE PLACE APARTMENTS	C	I	SHELBY	
TN0008048	RESERVE AT DEXTER LAKE, THE	C	I	SHELBY	
TN0008120	RIDGEWAY COMMONS APARTMENTS	C	I	SHELBY	
TN0008189	RIVER TRACE APARTMENTS	C	I	SHELBY	
TN0000773	SHELBY CO BD OF PUBLIC UTILITY	C	I	SHELBY	
TN0002482	TOMMY'S CABINS	NC	I	SHELBY	
TN0008029	TRAILS OF MT MORIAH APT, THE	C	I	SHELBY	
TN0008122	TRINITY LAKES APARTMENTS	C	I	SHELBY	
TN0008123	VILLAGES AT SYCAMORE RIDGE APT	C	I	SHELBY	
TN0008241	WATERFORD POINTE APARTMENTS	C	I	SHELBY	
TN0008171	WATERGROVE APARTMENTS	C	I	SHELBY	
TN0008124	WYNDRIDGE APARTMENTS	C	I	SHELBY	

Total Number of Records Displayed = 57

Drinking Water Branch

Water Systems

Return Links

Water System Search

County Map

Glossary

Water System No.	Water System Name	Type	Status	Principal County Served
TN0004186	BRANDON SPRINGS-LBL	NC	A	STEWART
TN0004158	BUMPUS MILLS-LAKE BARKLEY CMPG	NC	A	STEWART
TN0000162	CUMBERLAND CITY WATER DEPT	C	A	STEWART
TN0000962	DOALNARA RESTORATION SOCI USA	C	A	STEWART
TN0000193	DOVER WATER DEPT	C	A	STEWART
TN0004773	FAT DADDY'S, INC.	NC	A	STEWART
TN0000960	HIDDEN HOLLOW WATER SYSTEM	C	A	STEWART
TN0004193	HOMEPLACE - LBL	NC	A	STEWART
TN0000083	LOON BAY P.O.A.	C	A	STEWART
TN0000195	NORTH STEWART UTILITY DISTRICT	C	A	STEWART
TN0004187	PINEY CAMPGROUND A&B - LBL	NC	A	STEWART
TN0004188	PINEY CAMPGROUND C&D - LBL	NC	A	STEWART
TN0004184	PINEY CAMPGROUND E - LBL	NC	A	STEWART
TN0004195	SOUTH INFORMATION STATION -LBL	NC	A	STEWART
TN0000916	WEST STEWART UTILITY DISTRICT	C	A	STEWART
TN0004185	BOSWELL LANDING-LBL	NC	I	STEWART
TN0004707	BROWNFIELD RIVERSIDE RESORT	NC	I	STEWART
TN0001603	BROWNFIELD WATER SYSTEM	NC	I	STEWART
TN0004999	BRUNIE'S LAKESIDE GRILL	NC	I	STEWART
TN0005147	BUMPUS MILLS MARINA WATER SYSTEM	NC	I	STEWART
TN0002784	BUMPUS MILLS ONE STOP	NC	I	STEWART
TN0004867	CLEARWATER CMPG & TROUT FARM	NC	I	STEWART
TN0004552	CROSS CREEK NAT WLDLIFE REFUGE	NC	I	STEWART
TN0008137	EAGLES REST PROP OWNER ASOC	NC	I	STEWART
TN0002785	FRONTIER RESTRANT	NC	I	STEWART
TN0009160	IRISH QUEEN MOTEL	NC	I	STEWART
TN0004948	KENTUCKY LAKE MKT/CAJUN PLACE	NC	I	STEWART
TN0002780	LEATHERWOOD RESORT	NC	I	STEWART
TN0005098	LEATHERWOOD RESORT AND MARINA	NC	I	STEWART
TN0000807	LONG CREEK WTR SYSTEM	C	I	STEWART
TN0005125	MOE'S CAMPGROUND	NC	I	STEWART
TN0002782	OAK POINT RESTAURANT	NC	I	STEWART
TN0004189	RUSHING CR. ENT.-LBL	NC	I	STEWART

Drinking Water Branch

Water Systems

Return Links

Water System Search

County Map

Glossary

Water System No.	Water System Name	Type	Status	Principal County Served
TN0002618	BAYS MTN PARK WATER SYSTEM	NC	A	SULLIVAN
TN0000056	BLOOMINGDALE UTILITY DISTRICT	C	A	SULLIVAN
TN0000058	BLOUNTVILLE UTILITY DISTRICT	C	A	SULLIVAN
TN0000061	BLUFF CITY WATER DEPARTMENT	C	A	SULLIVAN
TN0000073	BRISTOL DEPARTMENT OF UTILITIES	C	A	SULLIVAN
TN0000079	BRISTOL-BLUFF CITY U.D.	C	A	SULLIVAN
TN0004841	COCHRAN'S LAKEVIEW CAMPGROUND	NC	A	SULLIVAN
TN0005212	DOLLAR GENERAL 21269	NC	A	SULLIVAN
TN0004368	FRIENDSHIP FAMILY RESORTS	NC	A	SULLIVAN
TN0009774	FRIENDSHIP MARINA	NC	A	SULLIVAN
TN0000319	INTERMONT UTILITY DISTRICT	C	A	SULLIVAN
TN0000349	KINGSPORT WATER DEPT	C	A	SULLIVAN
TN0004279	LITTLE OAK REC AREA - USFS	NC	A	SULLIVAN
TN0004588	MUSICK LAKESIDE CAMPGROUND	NC	A	SULLIVAN
TN0004732	PEACE LAKEVIEW CAMPGROUND #1	NC	A	SULLIVAN
TN0005186	PEACE LAKEVIEW CAMPGROUND #2	NC	A	SULLIVAN
TN0004684	SKYVIEW CAMPGROUND	NC	A	SULLIVAN
TN0000644	SOUTH FORK UTILITY DISTRICT	C	A	SULLIVAN
TN0000780	11-W TRAILER PARK	C	I	SULLIVAN
TN0000059	11-W UTILITY DISTRICT	C	I	SULLIVAN
TN0004403	AIRPORT EXIT TRUCK STOP	NC	I	SULLIVAN
TN0004621	ANDERSON CAMPER PARK	NC	I	SULLIVAN
TN0000077	BENTON MOBILE HOME COURT	C	I	SULLIVAN
TN0000931	BENTON TRAILER PARK	C	I	SULLIVAN
TN0000057	BLOUNTVILLE UTILITY DISTRICT	C	I	SULLIVAN
TN0002322	BRISTOL-KINGSPORT KOA	NC	I	SULLIVAN
TN0002214	CAMP FAITH BIBLE	NC	I	SULLIVAN
TN0002223	CAMP SKY WA MO	NC	I	SULLIVAN
TN0002323	CARMACK'S WELL	NC	I	SULLIVAN
TN0002221	CHARLES CLEEK'S	NC	I	SULLIVAN
TN0000062	CHINQUAPIN GROVE UTILITY DIST	C	I	SULLIVAN
TN0004829	CHRIST FELLOWSHIP CHURCH	NC	I	SULLIVAN
TN0005029	COUCH'S CAMPGROUND	NC	I	SULLIVAN

TN0004590	COX CAMPER PARK	NC	I	SULLIVAN	
TN0002225	DANIEL BOONE AUTO-TRUCK STOP	NC	I	SULLIVAN	
TN0002211	DOCKSIDE FAMILY CAMPGROUND	NC	I	SULLIVAN	
TN0000977	DOGWOOD ACRES MHP	C	I	SULLIVAN	
TN0004657	EAST CHEROKEE ELEMENTARY SCHL	NC	I	SULLIVAN	
TN0000555	EAST END WATER WORKS	C	I	SULLIVAN	
TN0000075	ELSEA HILLS TRAILER PARK	C	I	SULLIVAN	
TN0000854	FOXFIRE HOMEOWNERS ASSOC	C	I	SULLIVAN	
TN0000774	FRIENDSHIP DOCK WATER SYSTEM	C	I	SULLIVAN	
TN0002218	FRIENDSHIP RESTAURANT	NC	I	SULLIVAN	
TN0004587	HARTWOOD CAMPGROUND	NC	I	SULLIVAN	
TN0000074	HOLSTON U.D.	C	I	SULLIVAN	
TN0002216	JACOB'S CREEK REC. & CAMP	NC	I	SULLIVAN	
TN0004280	JACOBS CREEK CCC - USFS	NC	I	SULLIVAN	
TN0000078	JACOBS CREEK JOB CORPS CENTER - USFS	C	I	SULLIVAN	
TN0004283	JACOBS CREEK REC AREA - USFS	NC	I	SULLIVAN	
TN0000332	JOHNSON CITY-FORDTOWN	C	I	SULLIVAN	
TN0000354	KINGSPORT WATER DEPT.	C	I	SULLIVAN	
TN0000554	LAKE POINT TRAILER PARK	C	I	SULLIVAN	
TN0004589	LAKEFRONT FAMILY CAMPGROUND	NC	I	SULLIVAN	
TN0005022	LAUREL MARINA & YACHT CLUB	NC	I	SULLIVAN	
TN0000351	LONG ISLAND UTILITY DISTRICT	C	I	SULLIVAN	
TN0002222	MILLCREEK BAPTIST CHURCH	NC	I	SULLIVAN	
TN0002219	OBSERVATION KNOB PARK-CAMPGRD	NC	I	SULLIVAN	
TN0004957	PAINTER CREEK MHP	NC	I	SULLIVAN	
TN0004715	PINEY FLATS DAY CARE CENTER	NTNC	I	SULLIVAN	
TN0004378	RED CARPET INN	NC	I	SULLIVAN	
TN0004842	RIVER'S WAY OUTDOOR ADVENTURE CENTER	NC	I	SULLIVAN	
TN0000926	ROBINDALE WATER ASSOCIATION	C	I	SULLIVAN	
TN0002316	ROCKY TOP CAMPGROUND	NC	I	SULLIVAN	
TN0002217	SOLOMAN'S TEMPLE CHURCH	NC	I	SULLIVAN	
TN0000352	STUFFLE HEIGHTS COMMUNITY	C	I	SULLIVAN	
TN0004658	TRICITY EVANGELICAL METH. CAMP	NC	I	SULLIVAN	
TN0004764	TWIN OAKS DELI	NC	I	SULLIVAN	
TN0004477	WARRIOR'S PATH ST PK-PRO SHOP	NC	I	SULLIVAN	
TN0004932	WATERS EDGE R V PARK	NC	I	SULLIVAN	
TN0004980	WOODLAND COVE CAMPGROUND	NC	I	SULLIVAN	
TN0002888	WOODY'S RESTAURANT AND MOTEL	NC	I	SULLIVAN	

Total Number of Records Displayed = 71

Drinking Water Branch

Water Systems

Return Links

Water System Search

County Map

Glossary

Water System No.	Water System Name	Type	Status	Principal County Served
TN0005103	BEACH ISLAND MARINA	NC	A	UNION
TN0004837	BLUE SPRINGS DOCK	NC	A	UNION
TN0008220	LEADMINE BEND WATER ASSOC.	C	A	UNION
TN0004201	LOYSTON POINT P.U.A.,TVA	NC	A	UNION
TN0000415	LUTTRELL-BLAINE-CORRYTON U.D.	C	A	UNION
TN0000442	MAYNARDVILLE WATER DEPT	C	A	UNION
TN0000899	OLD HICKORY WAT CO-UNION COUNTY	C	A	UNION
TN0001402	TANASI GS CAMP, GS COUNCIL S APPALACHIA	NC	A	UNION
TN0004798	UNION COUNTY BOAT DOCK	NC	A	UNION
TN0000443	AILOR TRAILER PARK	C	I	UNION
TN0001408	ALDER SPRINGS BAPTIST CHURCH	NC	I	UNION
TN0001411	ANDERSONVILLE BOAT DOCK	NC	I	UNION
TN0000799	BEARD VALLEY MOBILE HOME PARK	C	I	UNION
TN0004200	BEECH ISLAND P.U.A. -TVA	NC	I	UNION
TN0001520	BIG RIDGE SCHOOL	NC	I	UNION
TN0002617	BIG RIDGE STATE PARK	NC	I	UNION
TN0001391	CHESNEY HEAD START	NTNC	I	UNION
TN0001412	CHUCK SWAN WILDLIFE AREA	NC	I	UNION
TN0001398	COMMUNITY BAPTIST CHURCH	NC	I	UNION
TN0004656	FAMILY RECREATION CENTER	NC	I	UNION
TN0004488	GLOBAL STONE TENN LUTTRELL	NTNC	I	UNION
TN0002959	HICKORY STAR RESORT	NC	I	UNION
TN0001392	HICKORY VALLEY HEAD START	NC	I	UNION
TN0001407	HINDS CREEK BAPTIST CHURCH	NC	I	UNION
TN0001395	HOUSE RESTAURANT	NC	I	UNION
TN0001406	LAKE VIEW RESTAURANT	NC	I	UNION
TN0005037	LAKEVIEW DOCK CAMPGROUND	NC	I	UNION
TN0004881	LOST CREEK CAMPGROUND	NC	I	UNION
TN0001410	MACEDONIA BAPTIST CHURCH	NC	I	UNION
TN0004414	PAT'S DINER	NC	I	UNION
TN0003843	SEQUOYAH LOUNGE	NC	I	UNION
TN0001413	SEYMOURS 33 BRIDGE MARINA REC	NC	I	UNION
TN0001393	SHARPS CHAPEL SCHOOL	NC	I	UNION

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

June 29, 2021

Mr. Bob Weber, General Manager
Fairfield Glade Community Club
e-copy: bweber@fairfieldglade.cc
7827 Peavine Road
Fairfield Glade, TN 38558

Subject: **State Operating Permit No. SOP-00039**
Fairfield Glade Community Club
Fairfield Glade, Cumberland County, Tennessee

Dear Mr. Weber:

In accordance with the provisions of the Tennessee Water Quality Control Act, Tennessee Code Annotated (T.C.A.), Sections 69-3-101 through 69-3-120, the Division of Water Resources hereby issues the enclosed State Operating Permit. The continuance and/or reissuance of this Permit is contingent upon your meeting the conditions and requirements as stated therein.

Please be advised that a petition for permit appeal may be filed, pursuant to T.C.A. Section 69-3-105, subsection (i), by the permit applicant or by any aggrieved person who participated in the public comment period or gave testimony at a formal public hearing whose appeal is based upon any of the issues that were provided to the commissioner in writing during the public comment period or in testimony at a formal public hearing on the permit application.

Additionally, for those permits for which the department gives public notice of a draft permit, any permit applicant or aggrieved person may base a permit appeal on any material change to conditions in the final permit from those in the draft, unless the material change has been subject to additional opportunity for public comment.

Any petition for permit appeal under this subsection (i) shall be filed with the technical secretary of the Water Resources Board within thirty (30) days after public notice of the commissioner's decision to issue or deny the permit. A copy of the filing should also be sent to TDEC's Office of General Counsel.

ALL-STATE LEGAL®
EXHIBIT
W

TDEC has activated a new email address to accept appeals electronically. If you wish to file an appeal, you may do so by emailing the appeal and any attachments to TDEC.Appeals@tn.gov. If you file an appeal electronically, you do not have to send a paper copy. If you have questions about your electronic filing, you can call 615-532-0131. Electronic filing is encouraged, but not required.

If you have questions, please contact the Cookeville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Wade Murphy at (615) 532-0666 or by E-mail at *Wade.Murphy@tn.gov*.

Sincerely,

Vojin Janjić
Manager, Water-Based Systems

Enclosure

cc: Mr. Bruce Evans, Director of Sewer Systems, Fairfield Glade Community Club, bevans@fairfieldglade.cc
Cookeville EFO-DWR, lucas.hix@tn.gov
DWR-LBS Unit, john.newberry@tn.gov
Permit File

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-00039

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

Fairfield Glade Community Club
Fairfield Glade, Cumberland County, Tennessee

FOR THE OPERATION OF

Collection system, aerobic biological treatment lagoons, storage lagoon, chlorine contact basin for disinfection and 78 acre spray irrigation and up to 61 acre fenced drip irrigation system located at latitude 35.943056 and longitude -84.881944 in Cumberland County, Tennessee to serve approximately 7050 connections in Fairfield Glade Community. The design capacity of the system is 1.2 MGD.

This permit is issued as a result of the application filed on January 27, 2021, in the office of the Tennessee Division of Water Resources and in conformity with approved plans, specifications and other data submitted to the Department in support of the above application, all of which are filed with and considered as a part of this permit, together with the following named conditions and requirements.

This permit shall become effective on:	**August 01, 2021**
This permit shall expire on:	**July 01, 2026**
Issuance date:	**June 28, 2021**

for Jennifer Dodd
Director

RDA 2366

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

January 18, 2022

Mr. Gary Dillon, General Manager
Lake Tansi Village Property Owners' Assoc., Inc.
e-copy: garydillon55@yahoo.com
5050 Shoshone Loop
Crossville, TN 38572

Subject: **State Operating Permit No. SOP-05041**
Lake Tansi Village Property Owner's Association, Inc.
Marina Boat Dock Sewage Storage Tank
Crossville, Cumberland County, Tennessee

Dear Mr. Dillon:

In accordance with the provisions of the Tennessee Water Quality Control Act, Tennessee Code Annotated (T.C.A.), Sections 69-3-101 through 69-3-120, the Division of Water Resources hereby issues the enclosed State Operating Permit. The continuance and/or reissuance of this Permit is contingent upon your meeting the conditions and requirements as stated therein.
Please be advised that a petition for permit appeal may be filed, pursuant to T.C.A. Section 69-3-105, subsection (i), by the permit applicant or by any aggrieved person who participated in the public comment period or gave testimony at a formal public hearing whose appeal is based upon any of the issues that were provided to the commissioner in writing during the public comment period or in testimony at a formal public hearing on the permit application.

Additionally, for those permits for which the department gives public notice of a draft permit, any permit applicant or aggrieved person may base a permit appeal on any material change to conditions in the final permit from those in the draft, unless the material change has been subject to additional opportunity for public comment.

Any petition for permit appeal under this subsection (i) shall be filed with the technical secretary of the Water Resources Board within thirty (30) days after public notice of the commissioner's decision to issue or deny the permit. A copy of the filing should also be sent to TDEC's Office of General Counsel.

TDEC has activated a new email address to accept appeals electronically. If you wish to file an appeal, you may do so by emailing the appeal and any attachments to TDEC.Appeals@tn.gov. If you file an appeal

electronically, you do not have to send a paper copy. If you have questions about your electronic filing, you can call 615-532-0131. Electronic filing is encouraged, but not required.

If you have questions, please contact the Cookeville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Wade Murphy at (615) 532-0666 or by E-mail at *Wade.Murphy@tn.gov*.

Sincerely,

Vojin Janjić
Manager, Water-Based Systems

Enclosure

cc: Mr. Darian Dykes, Manager, Crosville WWTP, Veolia, darian.dykes@veolia.com
EFO-Cookeville-DWR, brian.houston@tn.gov, jeff.patton@tn.gov
Permit File

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-05041

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

Lake Tansi Village Property Owner's Association, Inc.
Crossville, Cumberland County, Tennessee

FOR THE OPERATION OF

A holding tank/haul system to dispose of domestic wastewater from a facility located at latitude 35.865 and longitude -85.063611, in Cumberland County, Tennessee.

This permit is issued as a result of the application filed on August 24, 2021, in the office of the Tennessee Division of Water Resources and in conformity with approved plans, specifications and other data submitted to the Department in support of the above application, all of which are filed with and considered as a part of this permit, together with the following named conditions and requirements.

This permit shall become effective on: **March 01, 2022**

This permit shall expire on: **February 28, 2027**

Issuance date: **January 18, 2022**

for Jennifer Dodd
Director

RDA 2366

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

April 5, 2021

Mr. Jim Atchley
President
Rarity Bay Municipal Wastewater Collection System
e-copy: robert.gudger@raritybaycai.com
150 Rarity Bay Parkway
Vonore, TN 37885

Subject: **State Operating Permit No. SOP-95005**
Rarity Bay Community Association, Inc.
Vonore, Monroe County, Tennessee

Dear Mr. Atchley:

In accordance with the provisions of the Tennessee Water Quality Control Act, Tennessee Code Annotated (T.C.A.), Sections 69-3-101 through 69-3-120, the Division of Water Resources hereby issues the enclosed State Operating Permit. The continuance and/or reissuance of this Permit is contingent upon your meeting the conditions and requirements as stated therein.

Please be advised that a petition for permit appeal may be filed, pursuant to T.C.A. Section 69-3-105, subsection (i), by the permit applicant or by any aggrieved person who participated in the public comment period or gave testimony at a formal public hearing whose appeal is based upon any of the issues that were provided to the commissioner in writing during the public comment period or in testimony at a formal public hearing on the permit application.

Additionally, for those permits for which the department gives public notice of a draft permit, any permit applicant or aggrieved person may base a permit appeal on any material change to conditions in the final permit from those in the draft, unless the material change has been subject to additional opportunity for public comment.

Any petition for permit appeal under this subsection (i) shall be filed with the technical secretary of the Water Resources Board within thirty (30) days after public notice of the commissioner's decision to issue or deny the permit. A copy of the filing should also be sent to TDEC's Office of General Counsel.

TDEC has activated a new email address to accept appeals electronically. If you wish to file an appeal, you may do so by emailing the appeal and any attachments to TDEC.Appeals@tn.gov. If you file an appeal electronically, you do not have to send a paper copy. If you have questions about your electronic filing, you can call 615-532-0131. Electronic filing is encouraged, but not required.

If you have questions, please contact the Knoxville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Ms. Maybelle T. Sparks, P.E. at (615) 532-0651 or by E-mail at *Maybelle.Sparks@tn.gov*.

Sincerely,

Vojin Janjić
Manager, Water-based Systems

Enclosure

cc/ec: Water-based Systems File
Knoxville Environmental Field Office
Mr. Bill Baker, Manager, TASS- NFWTF, tass-nf@tassonline.org
Mr. Robert C. Young, Waste Treatment Operator, Environmental Management Group, ryoung3409@aol.com
Mr. Ronnie Sharp, Infrastructure Manager, Rarity Bay CAI, ronnie.sharp@raritybaycai.com
Mr. Robert Gudger, Operations Manager, Rarity Bay Municipal Wastewater Collection System, robert.gudger@raritybaycai.com

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-95005

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

Rarity Bay Community Association, Inc.
Vonore, Monroe County, Tennessee

FOR THE OPERATION OF

A municipal wastewater collection system.

This permit is issued as a result of the application filed on January 27, 2021, in the office of the Tennessee Division of Water Resources and in conformity with approved plans, specifications and other data submitted to the Department in support of the above application, all of which are filed with and considered as a part of this permit, together with the following named conditions and requirements.

This permit shall become effective on: October 1, 2021

This permit shall expire on: **September 30, 2026**

Issuance date: **April 5, 2021**

for Jennifer Dodd
Director