

# BUTLER | SNOW

September 4, 2025

**VIA ELECTRONIC FILING**

Electronically Filed in TPUC Docket  
Room on September 4, 2025 at 2:58 p.m.

Hon. David Jones, Chairman  
c/o Ectory Lawless, Docket Manager  
Tennessee Public Utility Commission  
502 Deaderick Street, 4th Floor  
Nashville, TN 37243  
[TPUC.DocketRoom@tn.gov](mailto:TPUC.DocketRoom@tn.gov)

**RE:   *Application of Two Rivers Utility, LLC for a Certificate of Public Convenience and Necessity*, TPUC Docket No. 25- 00073**

Dear Chairman Jones:

Attached for filing please find the *Application of Two Rivers Utility, LLC for a Certificate of Public Convenience and Necessity*, including exhibits and pre-filed testimony.

Please note that Exhibit 21 to the Application is being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of Exhibit 21 is attached.

As required, copies of the Application and supporting documentation will follow.<sup>1</sup> We have also enclosed a check in the amount of \$25.00 for the required filing fee. Should you have any questions concerning this filing or require additional information, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP



Melvin J. Malone

clw

Attachments

cc:   Craig Chrestman, Two Rivers Utility  
      Joey Wimberley, Two Rivers Utility

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<sup>1</sup> For administrative convenience, two USB drives of the *Application*, and supporting documentation, are enclosed.

*Neuhoff Building  
1320 Adams Street, Suite 1400  
Nashville, TN 37208*

**MELVIN J. MALONE**  
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BUTLER SNOW LLP

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION  
NASHVILLE, TENNESSEE**

**IN RE:**

**APPLICATION OF TWO RIVERS  
UTILITY, LLC FOR A CERTIFICATE  
OF PUBLIC CONVENIENCE AND  
NECESSITY**

**DOCKET NO. 25- 00073**

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**APPLICATION OF TWO RIVERS UTILITY, LLC  
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

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Two Rivers Utility, LLC (“Two Rivers”) hereby respectfully submits its Application for a Certificate of Public Convenience and Necessity (“Application”), pursuant to Tennessee Code Annotated (“Tenn. Code Ann.”) §§ 65-4-104 and 65-4-201 and all applicable rules of the Tennessee Public Utility Commission (“Commission”). This Application requests that the Commission grant Two Rivers a Certificate of Public Convenience and Necessity (“CCN”) to serve the Canterbury Manor Subdivision in Fayette County, Tennessee. Further, this Application will show that a CCN should be granted because it is necessary and will serve the public interest, in accordance with Tenn. Code Ann. § 65-4-107.

**I. Introduction**

A. The names, addresses, and contact information for Two Rivers are as follows:

Craig Chrestman  
673 West Main Street  
Adamsville, TN 38310  
Phone: (731) 607-4779  
[craigchrestman68@gmail.com](mailto:craigchrestman68@gmail.com)

Joey Wimberley  
673 West Main Street  
Adamsville, TN 38310  
Phone: (901) 650-7537  
[joeytruflo@gmail.com](mailto:joeytruflo@gmail.com)

- B. All correspondence, notices, inquiries, questions, and other communications regarding the Application should be directed to the person or entity identified in the preceding paragraph, with copies to the following counsel:

Melvin Malone  
Butler Snow LLP  
Neuhoff Building  
1320 Adams Street, Suite 1400  
Nashville, TN 37208  
Phone: (615) 651-6700  
[Melvin.Malone@butlersnow.com](mailto:Melvin.Malone@butlersnow.com)

- C. In support of the Application, the following appendix and exhibits are attached hereto, and hereby incorporated by reference:

**Appendix A – Minimum Filing Requirements for CCN Applications**

- Exhibit 1** – Map and Description of the Service Area
- Exhibit 2** – Organizational Chart of Two Rivers
- Exhibit 3** – Articles of Organization
- Exhibit 4** – Two Rivers’ Operating Agreement
- Exhibit 5** – Two Rivers’ Certificate of Good Standing
- Exhibit 6** – Pre-Filed Direct Testimony of Craig Chrestman
- Exhibit 7** – Affidavit of Craig Chrestman
- Exhibit 8** – Service Request Letter from Developer
- Exhibit 9** – No Provision of Service Letter from Town of Oakland
- Exhibit 10** – Surety Bond
- Exhibit 11** – Signed Plat for Canterbury Manor
- Exhibit 12** – Officer Biographies and System Installer License
- Exhibit 13** – Proof of Contractor Documentation
- Exhibit 14** – Draft State Operating Permit
- Exhibit 15** – State Operator Certificate
- Exhibit 16** – Two Rivers’ Proposed Tariff
- Exhibit 17** – Proposed List of Plant-In-Service Accounts
- Exhibit 18** – Proposed Chart of Accounts
- Exhibit 19** – Performance Bond
- Exhibit 20** – Pro Forms

**Exhibit 21 – CONFIDENTIAL** Financial Resources (TruFlo Services and Consulting, LLC)

**Exhibit 22 –** Contributed Capital

**Exhibit 23 –** Installation Contract

## **II. Description of Two Rivers**

Two Rivers is a Tennessee limited liability company with its principal place of business at 673 West Main Street, Adamsville, Tennessee 38310. Two Rivers is petitioning the Commission to provide wastewater service to Canterbury Manor, a proposed subdivision in Fayette County. A map of this service area is attached as **Exhibit 1**. Two Rivers is owned and operated by Mr. Craig Chrestman and Mr. Joey Wimberley, both of whom have extensive experience in operating, installing, and maintaining onsite wastewater systems in Tennessee. Combined, they have over 50 years of experience and are both licensed to install all systems allowed by Tennessee regulations. An organizational chart of Two Rivers is attached as **Exhibit 2**. Two Rivers' articles of organization, operating agreement, and certificate of existence, as filed with or issued by the Tennessee Secretary of State's office, are respectively attached as **Exhibits 3, 4, and 5**. The Pre-Filed Direct Testimony of Two Rivers Witness Craig Chrestman describing its project is attached as **Exhibit 6**. A signed affidavit that all the information submitted in this Application and in Mr. Chrestman's testimony is true and correct to the best of the witness's knowledge and belief is attached as **Exhibit 7**.

## **III. Description of the Canterbury Manor Subdivision**

Canterbury Manor is located in an unincorporated area of Fayette County, Tennessee, south of Highway 64 and west of Highway 196. The developer, Renaissance Development S-Corp, Inc. ("Renaissance Development S-Corp"), has requested that Two Rivers provide service to Phase 3 of Canterbury Manor. The letter from Renaissance Development S-Corp describing this request is attached as **Exhibit 8**. Canterbury Manor will consist of 23 lots on 31.55 acres. The subdivision



will be served by a decentralized Low Pressure Pipe (“LPP”) system, which will be located on 11.90 acres of land that the developer will deed to Two Rivers. No other utility provides or has the ability to provide service to Canterbury Manor. A letter from the Town of Oakland confirming that it does not provide and does not intend to provide service to Canterbury Manor is attached as **Exhibit 9**.

**IV. Two Rivers Possesses the Managerial, Technical, and Financial Expertise Necessary to Provide Wastewater Service and Two River’s Proposal Serves the Public Interest**

Two Rivers has the requisite managerial, technical, and financial expertise to provide wastewater service to Canterbury Manor. Two River’s capabilities are further explained in detail below and in Mr. Chrestman’s Pre-Filed Direct Testimony, and are supported in **Appendix A**.

**1. Managerial Qualifications**

Two Rivers has two members, Craig Chrestman and Joey Wimberley. Mr. Chrestman, the Secretary and Treasurer of Two Rivers, is an experienced licensed professional soil scientist in Tennessee and co-owner of TruFlo Services and Consulting, LLC, a limited liability company registered to conduct business in Tennessee. As recently as 2022, he served on the Board of Directors of the Tennessee Onsite Wastewater Association and is a member of the national Onsite Wastewater Association. Mr. Chrestman, as a co-owner of TruFlo Services and Consulting, LLC, oversees staff, manages business operations and organization, and interfaces with customers and government alike on specific wastewater systems for various projects.

Mr. Wimberley, the President of Two Rivers, also has extensive experience in the onsite wastewater business. He is a co-owner of TruFlo Services and Consulting, LLC, where he installs and maintains residential and commercial onsite wastewater systems, conducts day-to-day business operations, including customer relations and septic design, especially LPPs. Prior to joining TruFlo, Mr. Wimberley was the General Manager of Mid-South Septic Service, where he

managed employees, conducted sales, and oversaw septic installation crews. Mr. Wimberley is also a member of the Tennessee Onsite Wastewater Association.

## **2. Technical Qualifications**

Mr. Chrestman has been in the wastewater system business for almost 30 years. As a licensed soil scientist, Mr. Chrestman has conducted soil mapping across Middle and West Tennessee. He also has extensive technical expertise installing onsite wastewater systems and providing guidance to owners and developers on the type and size of wastewater systems for specific properties and/or areas, including large and decentralized systems. Through his sole proprietorship in soil mapping and co-ownership of TruFlo Services and Consulting, LLC, Mr. Chrestman has experience in all aspects of wastewater system design and installation.

Mr. Wimberley began his career in the wastewater system business in 2001, where at Mid-South Septic Service, he conducted installation, design, and repair on septic systems and lift stations, among other duties related to onsite wastewater systems (e.g., main line cameras, sewer lining, etc.). He has continued his work at TruFlo Services and Consulting, LLC, and works especially with LPPs. Both Mr. Wimberley and Mr. Chrestman are licensed to install every type of system allowed by law in Tennessee and are thoroughly familiar with the requirements and processes of the Tennessee Department of Environment and Conservation (“TDEC”) as they relate to septic design, installation, and approval.

## **3. Financial Qualifications**

Two Rivers is familiar with the requirements of TPUC Rules 1220-04-13-.07, 1220-04-13-.08, and 1220-04-13-.17(2)(e) regarding the need for wastewater utilities to demonstrate acceptable financial security to comply with those rules. Two Rivers has secured a corporate surety

bond in the form prescribed in TPUC Rule 1220-04-13-.08 and attached as **Exhibit 10**. *See also* **CONFIDENTIAL Exhibit 21**.

#### **4. Two Rivers' Proposal Serves the Public Interest**

The Commission's grant of a CCN to Two Rivers would serve the public interest. No other utility serves, or intends to serve, Canterbury Manor. As noted above, a letter from the Town of Oakland confirming that it does not provide and does not intend to provide service to this subdivision is attached as **Exhibit 9**. Therefore, a CCN will allow Two Rivers to provide wastewater service to the residents of Canterbury Manor and is in the public interest.

#### **V. Conclusion**

Two Rivers possesses the requisite managerial, technical, and financial qualifications to serve the Canterbury Manor subdivision in Fayette County; therefore, it has the resources and capability to ensure the wastewater system is appropriately operated and service is appropriately provided. Furthermore, as no other utility will provide wastewater services to Canterbury Manor, granting a CCN to Two Rivers is in the public interest.

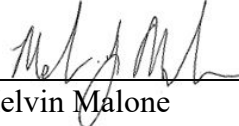
**WHEREFORE**, for the reasons previously stated, Two Rivers requests that the Commission issue an order:

- a. Approving Two Rivers' Application for a CCN to serve the Canterbury Manor subdivision;
- b. Granting a CCN to Two Rivers to serve the certificated area described herein, and

c. Granting and providing such other relief as the Commission believes is necessary and appropriate.

Dated: September 4, 2025

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Melvin Malone', is positioned above a horizontal line.

Melvin Malone  
Butler Snow LLP  
Neuhoff Building  
1320 Adams Street, Suite 1400  
Nashville, TN 37208  
Phone: (615) 651-6700  
[Melvin.Malone@butlersnow.com](mailto:Melvin.Malone@butlersnow.com)

*Attorneys for Applicant Two Rivers Utility,  
LLC*

## APPENDIX A

### **I. TPUC Rule 1220-04-13-.17 Minimum Requirements for New and Amendments to Certificate of Convenience and Necessity**

(1) Please see the accompanying Application and the Pre-Filed Direct Testimony of Two Rivers Witness Craig Chrestman, attached as **Exhibit 6**.

(2)

- (a)
  - 1. The legal corporate name, physical address, and mailing address of the applicant are shown in Section I, Paragraph 1 of the Application.
  - 2. An organizational chart showing each officer and other key personnel is attached as **Exhibit 2**.
  - 3. Craig Chrestman and Joey Wimberley are the two members of Two Rivers. Mr. Wimberley is the President and Mr. Chrestman is the Treasurer. The percentage of ownership is equally split between Mr. Chrestman and Mr. Wimberley at 50% each.
  - 4. In addition to Two Rivers, Mr. Chrestman and Mr. Wimberley co-own TruFlo Services and Consulting, LLC. TruFlo does not provide any services to Two Rivers, and Two Rivers does not provide any services to TruFlo.
  - 5. A copy of the applicant's operating agreement is attached to the Application as **Exhibit 4**.
  - 6. A copy of the applicant's Certificate of Good Standing with the State of Tennessee is attached as **Exhibit 5** to the Application.
  - 7. Canterbury Manor is a proposed 31.55-acre subdivision in Fayette County, Tennessee, with 23 lots, and is the geographic area to be

served by Two Rivers. A map of the proposed service area is attached as **Exhibit 1**.

8. Wastewater services to Canterbury Manor will be provided through a Low Pressure Pipe (“LPP”) system. The system will consist of a septic tank effluent pump, a collection system, and the LPP subsurface sewage disposal system. The design capacity of the system is .0069 MGD and the system will serve 23 homes.
9. The estimated date for commencement of the system’s construction is September 2025. Estimated completion of system construction is two months after construction begins. Please see **Exhibit 8** for a letter from the developer, Renaissance Development S-Corp, outlining these dates.
10. Not applicable, as the system will not be built in phases.
11. Renaissance Development S-Corp, Inc., is the developer that has requested Two Rivers to provide wastewater service to Canterbury Manor. The primary contact for Renaissance Development S-Corp is Mr. Douglas Swink, 3157 Highway 64, Suite 200, Eads, Tennessee 38028. Mr. Swink can be reached at (901) 466-4101 or [dswink@rendevco.net](mailto:dswink@rendevco.net).
12. Two Rivers will respond completely to all information requests by Commission staff.

- (b)
  - 1. A letter from the Town of Oakland stating that it does not provide, nor does it intend to provide service to Canterbury Manor is attached as **Exhibit 9**.
  - 2. Not applicable.
  - 3. **Exhibit 8**, the letter from Renaissance Development S-Corp, describes the timeline and cost for the wastewater system to be built and states that 11.90 acres will be deeded to Two Rivers for the system. The signed preliminary plat, attached as **Exhibit 11**, describes the subdivision and property ownership.
- (c)
  - 1. Biographies of Two Rivers' officers that demonstrate their managerial capability, as well as a license to install subsurface sewage disposal systems issued by the Tennessee Department of Environment and Conservation are attached as **Exhibit 12**.
  - 2. Not applicable, as Two Rivers does not operate in any other state.
  - 3. Not applicable, as Two Rivers does not have any pending mergers or acquisitions.
  - 4. Renaissance Development S-Corp has contracted with TruFlo to install the proposed system. *See* **Exhibit 23**. TruFlo's valid and current contractor's license by the applicable licensing board of the State of Tennessee is attached as **Exhibit 13**.
- (d)
  - 1. A copy of draft State Operating Permit No. SOP-24015 issued by the Tennessee Department of Environment and Conservation ("TDEC") is attached as **Exhibit 14**.

2. A copy of the State Operator Certificate for the wastewater system operator of record, Randy Crawford, is attached as **Exhibit 15**.
  3. The technical contact person responsible for and knowledgeable about Two Rivers' proposed operations in Tennessee is Craig Chrestman.
  4. No complaints, notices of violation, or administrative action has been filed or issued by a regulatory agency against Two Rivers.
  5. Two Rivers will file the certification from a design engineer when it becomes available.
- (e)
1. Two Rivers was formed to provide wastewater services to Canterbury and Manor. So, there are no financial statements for Two Rivers covering the most recent year ended.
  2. Pro forma income statements for the wastewater utility for the first three (3) years of operations is attached as **Exhibit 20**.
  3. A chart of accounts for the wastewater utility, following the NARUC Uniform System of Accounts (USA) for wastewater utilities is attached as **Exhibit 18**.
  4. A list of all plant-in-service account numbers with account names is attached as **Exhibit 17**.
  5. The depreciation rates the applicant intends to use for each plant account that will be on the wastewater utility's books. Include the estimated useful life of each account. If no depreciation study has been performed, explain the basis for these rates.



6. The total estimated cost of construction is described in the letter from Renaissance Development S-Corp requesting service from Two Rivers and attached as **Exhibit 8**.
7. Once construction is complete, Two Rivers will own the wastewater system. *See Exhibit 22* for a detailed breakdown of the estimated amount of contributed capital that will be recorded on the applicant's financial books.
8. The proposed tariff is attached as **Exhibit 16**.
9. Provide estimates of costs and customers added by month for the first five (5) years based upon the construction build-out schedule for developers in the service area of the proposed wastewater system. For each year, by month, provided an estimated number of customers by customer class anticipated to be served by the wastewater system. Include the utility's basis and assumptions used for this projection. Provide this information in a spreadsheet in Microsoft Excel format with all assumptions clearly documented.<sup>1</sup>
10. Not applicable, as there are no bonding requirements imposed by municipal governments for the proposed wastewater system.
11. The performance bond from the developer or builder of the wastewater system made payable to the Utility to ensure construction of the wastewater system is attached as **Exhibit 19**.

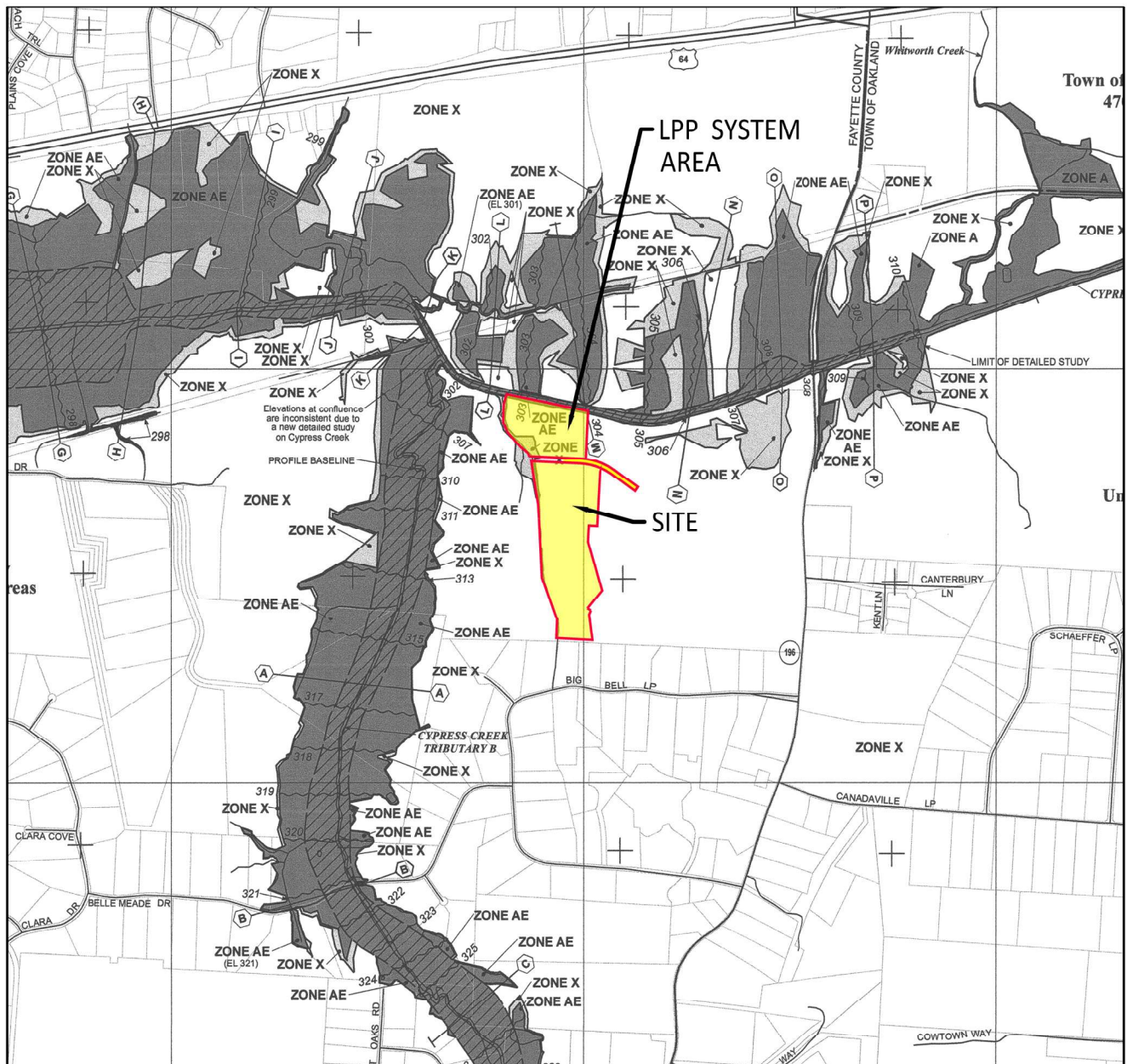
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<sup>1</sup> Two Rivers is working on this exhibit and will timely submit it as soon as it is available.

12. See **CONFIDENTIAL Exhibit 21** for additional funding sources available to the applicant for the proposed wastewater system.
  13. Provide information demonstrating compliance with the financial security requirement of Rule 1220-04-13-.07. (See **Exhibit 10** to the Application)
- (f) The Pre-Filed Direct Testimony of Craig Chrestman is attached as **Exhibit 6**. A statement that Two Rivers is aware of the requirement of Rule 1220-04-13-.09(7) concerning the completion of the construction of the wastewater system within three years of the Commission's written approval of the CCN is included in the Pre-Filed Testimony. A signed affidavit stating that all information submitted concerning the Application is true and correct to the best of the witness' knowledge and belief is attached as **Exhibit 7**.

# **EXHIBIT 1**

## **Map and Description of the Service Area**

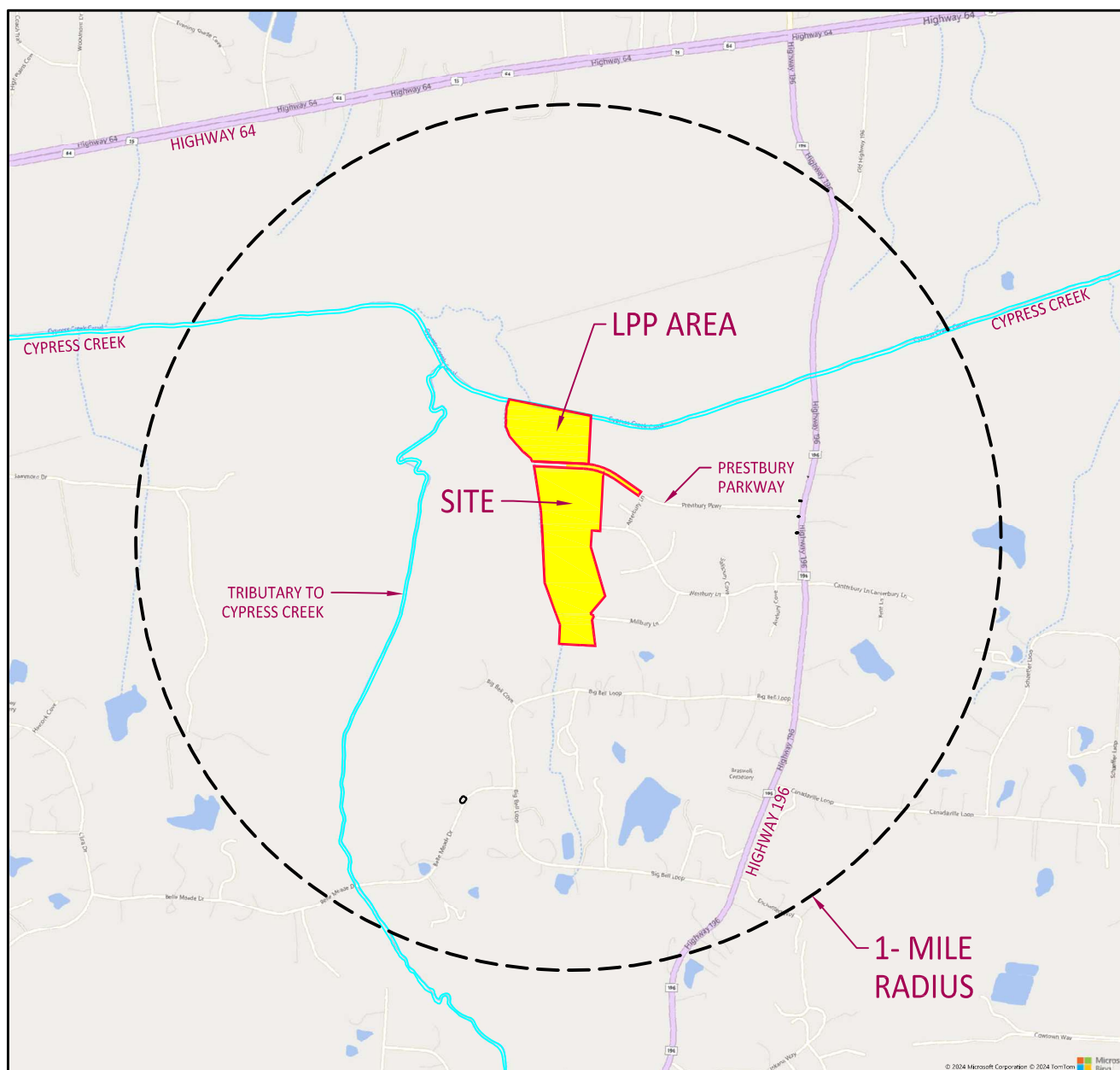


FEMA MAP  
100-YEAR FLOODPLAIN AND ELEVATIONS



AERIAL MAP





## AREA OF REVIEW

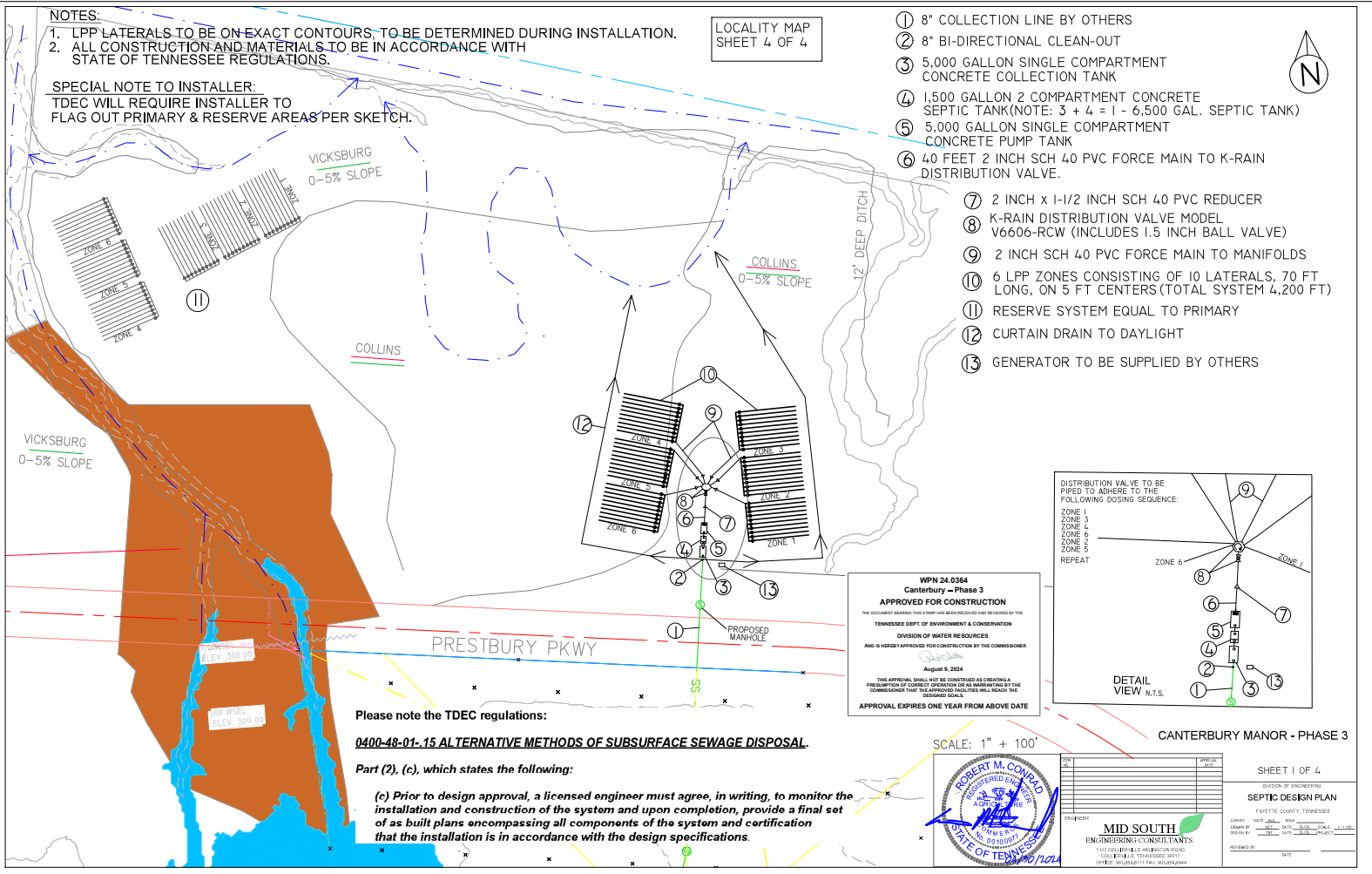
# NOTES:

1. LPP LATERALS TO BE ON EXACT CONTOURS. TO BE DETERMINED DURING INSTALLATION.
2. ALL CONSTRUCTION AND MATERIALS TO BE IN ACCORDANCE WITH STATE OF TENNESSEE REGULATIONS.

**SPECIAL NOTE TO INSTALLER:**  
TDEC WILL REQUIRE INSTALLER TO FLAG OUT PRIMARY & RESERVE AREAS PER SKETCH.

LOCALITY MAP  
SHEET 4 OF 4

- ① 8" COLLECTION LINE BY OTHERS
- ② 8" BI-DIRECTIONAL CLEAN-OUT
- ③ 5,000 GALLON SINGLE COMPARTMENT CONCRETE COLLECTION TANK
- ④ 1,500 GALLON 2 COMPARTMENT CONCRETE SEPTIC TANK (NOTE: 3 + 4 = 1 - 6,500 GAL. SEPTIC TANK)
- ⑤ 5,000 GALLON SINGLE COMPARTMENT CONCRETE PUMP TANK
- ⑥ 40 FEET 2 INCH SCH 40 PVC FORCE MAIN TO K-RAIN DISTRIBUTION VALVE.
- ⑦ 2 INCH x 1-1/2 INCH SCH 40 PVC REDUCER
- ⑧ K-RAIN DISTRIBUTION VALVE MODEL V6606-RCW (INCLUDES 1.5 INCH BALL VALVE)
- ⑨ 2 INCH SCH 40 PVC FORCE MAIN TO MANIFOLDS
- ⑩ 6 LPP ZONES CONSISTING OF 10 LATERALS, 70 FT LONG, ON 5 FT CENTERS (TOTAL SYSTEM 4,200 FT)
- ⑪ RESERVE SYSTEM EQUAL TO PRIMARY
- ⑫ CURTAIN DRAIN TO DAYLIGHT
- ⑬ GENERATOR TO BE SUPPLIED BY OTHERS



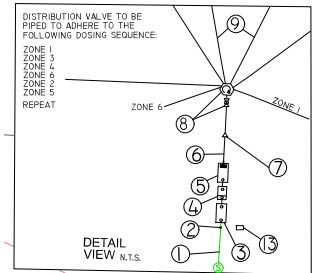
Please note the TDEC regulations:

**0400-48-01-15 ALTERNATIVE METHODS OF SUBSURFACE SEWAGE DISPOSAL.**

Part (2), (c), which states the following:

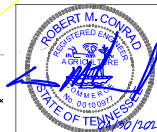
(c) Prior to design approval, a licensed engineer must agree, in writing, to monitor the installation and construction of the system and upon completion, provide a final set of as built plans encompassing all components of the system and certification that the installation is in accordance with the design specifications.

WPN 24.0364  
Canterbury - Phase 3  
APPROVED FOR CONSTRUCTION  
THE DOCUMENT BEARING THIS STAMP HAS BEEN RECEIVED AND REVIEWED BY THE  
TENNESSEE DEPT. OF ENVIRONMENT & CONSERVATION  
DIVISION OF WATER RESOURCES  
AND IS HEREBY APPROVED FOR CONSTRUCTION BY THE COMMISSIONER  
August 9, 2024  
THIS APPROVAL SHALL NOT BE CONSTRUED AS GUARANTEEING A  
PERFORMANCE OF CORRECT OPERATION OR AS WARRANTING BY THE  
COMMISSIONER THAT THE APPROVED INSTALLATION WILL MEET THE  
DESIGNED GOALS.  
APPROVAL EXPIRES ONE YEAR FROM ABOVE DATE



CANTERBURY MANOR - PHASE 3

SCALE: 1" = 100'



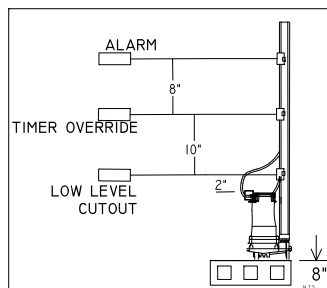
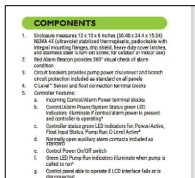
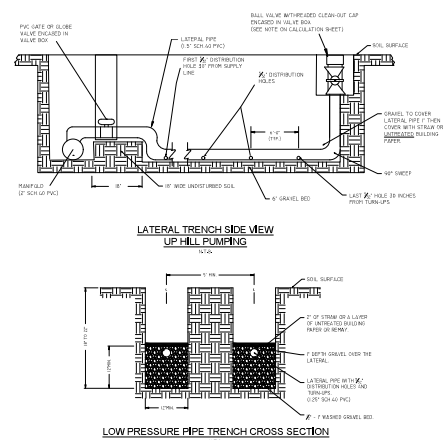
DATE	08/10/2024	BY	Robert M. Conrad
CHECKED BY		DATE	
APPROVED BY		DATE	

MID SOUTH  
ENGINEERING CONSULTANTS  
1101 COLLETT ROAD  
COLLETT, TENNESSEE 38017  
OFFICE: 662.221.1111 FAX: 662.221.1111

SHEET 1 OF 4  
DIVISION OF ENGINEERING  
SEPTIC DESIGN PLAN  
FAVETTE COUNTY, TENNESSEE  
LAWYER: DATE: 08/10/2024  
DRAWN BY: DATE: 08/10/2024  
CHECKED BY: DATE: 08/10/2024  
APPROVED BY: DATE: 08/10/2024

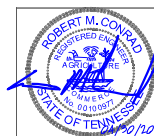






### THREE FLOAT SYSTEM WITH TIMER OVERRIDE

CANTERBURY MANOR - PHASE 3

[illegible]

SHEET 3 OF 4

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DIVISION OF ENGINEERING

**SEPTIC DESIGN PLAN**

FAYETTE COUNTY, TENNESSEE

SURVEY DATE 3-22-04 BOOK           

DRAWN BY ERT EXTRA 51/20 SCALE N.T.S.

DESIGN BY ERT DATE 3-22-04 PROJECT           

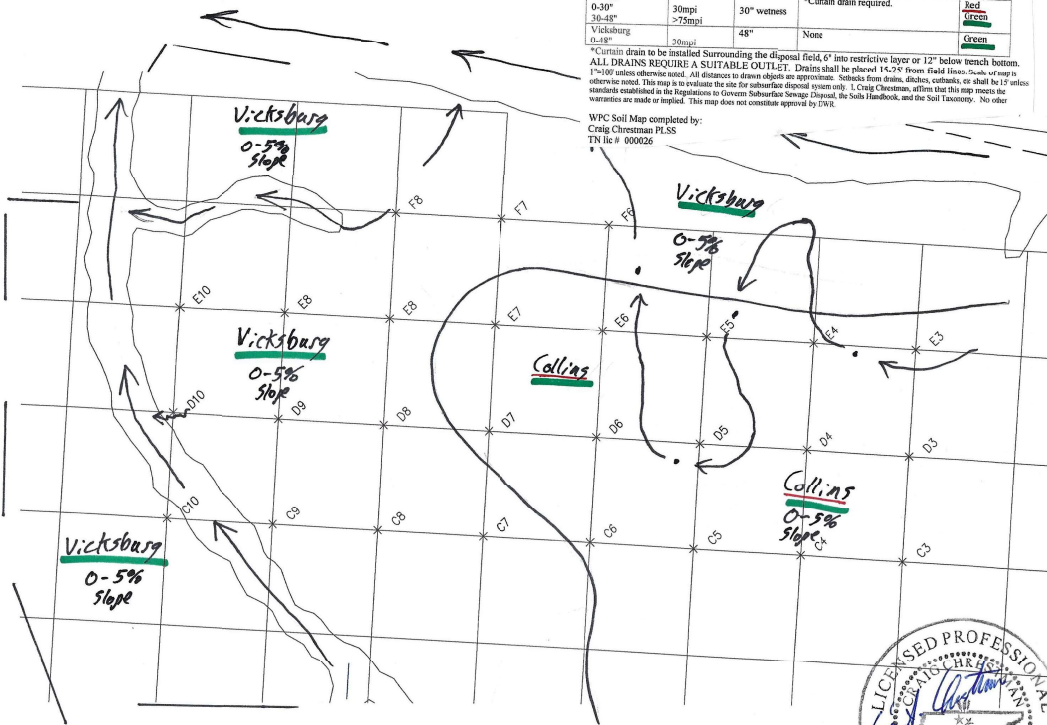
REVIEWED BY            DATE



Soil Name	Estimated Absorption Rate	Depth to Restrictive Layer	Notes and Improvement Practices	Color Code
Collins 0-30"	30mpd	30" wetness	*Curtain drain required.	Red
Collins 30-48"	>75mpd			Green
Vicksburg 0-18"	>20mpd	48"	None	Green

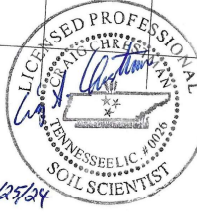
\*Curtain drain to be installed Surrounding the disposal field, 6" into restrictive layer or 12" below bench bottom.  
ALL DRAINS REQUIRE A SUITABLE OUTLET. Drains shall be placed 14.5' from field lines. Details of map to 1"=100' unless otherwise noted. This map is to evaluate the site for subsurface disposal system only. I, Craig Chestman, affirm that this map meets the standards established in the Regulations to Govern Subsurface Sewage Disposal, the Soils Handbook, and the Soil Taxonomy. No other warranties are made or implied. This map does not constitute approval by DWR.

WPC Soil Map completed by:  
Craig Chestman PLSS  
TN Lic # 000026



Any cutting, filling  
or compaction will  
void this soil map.

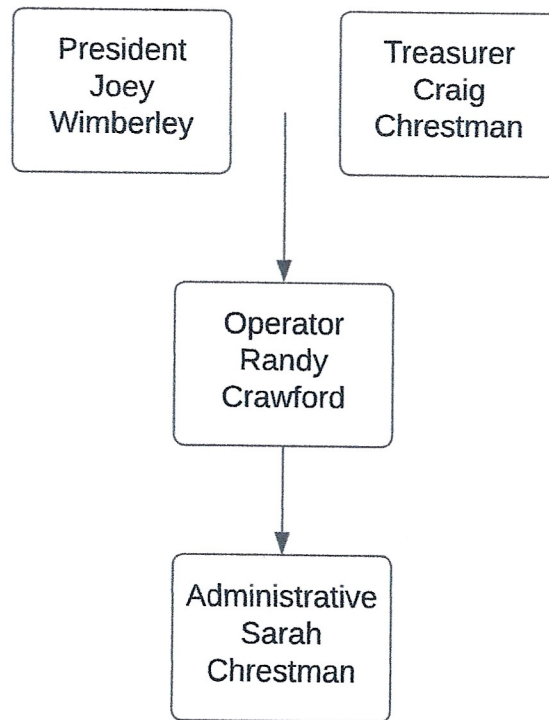
7/25/24



## **EXHIBIT 2**

### **Organizational Chart of Two Rivers**

***Two Rivers Utility LLC. Flow Chart***



# **EXHIBIT 3**

## **Articles of Organization**



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**  
State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

Two Rivers Utility, LLC  
673 W. MAIN STREET  
ADAMSVILLE, TN 38310

November 25, 2024

### Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	001598988	Formation Locale:	TENNESSEE
Filing Type:	Limited Liability Company - Domestic	Date Formed:	11/25/2024
Filing Date:	11/25/2024 1:34 PM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2025
Duration Term:	Perpetual	Image # :	B1648-7571
Managed By:	Member Managed		
Business County:	MCNAIRY COUNTY		

#### Document Receipt

Receipt # : 009352477	Filing Fee:	\$300.00
Payment-Credit Card - State Payment Center - CC #: 3886733669		\$300.00

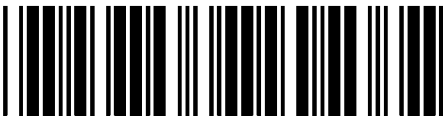
Registered Agent Address:  
CRAIG CHRESTMAN  
67 TWELVE OAKS DRIVE  
ADAMSVILLE, TN 38310

Principal Address:  
673 W. MAIN STREET  
ADAMSVILLE, TN 38310

Congratulations on the successful filing of your Articles of Organization for Two Rivers Utility, LLC in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website ([www.tn.gov/revenue](http://www.tn.gov/revenue)) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett  
Secretary of State



001598988

**ARTICLES OF ORGANIZATION  
LIMITED LIABILITY COMPANY**

SS-4270

**Tre Hargett**  
Secretary of State**Division of Business Services****Department of State**State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102  
(615) 741-2286Filing Fee: \$50.00 per member  
(minimum fee = \$300.00, maximum fee = \$3,000.00)*For Office Use Only***-FILED-**

Control # 001598988

**The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.****1. The name of the Limited Liability Company is:** Two Rivers Utility, LLC

(Note: Pursuant to the provisions of T.C.A. §48-249-106, each Limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

**2. Name Consent: (Written Consent for Use of Indistinguishable Name)**☐ This entity name already exists in Tennessee and has received name consent from the existing entity.**3. This company has the additional designation of:** None**4. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:**CRAIG CHRESTMAN  
67 TWELVE OAKS DRIVE  
ADAMSVILLE, TN 38310  
MCNAIRY COUNTY**5. Fiscal Year Close Month:** December**6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:**

(none) (Not to exceed 90 days)

**7. The Limited Liability Company will be:**☒ Member Managed ☐ Manager Managed ☐ Director Managed**8. Number of Members at the date of filing:** 2**9. Period of Duration:** Perpetual**10. The complete address of the Limited Liability Company's principal executive office is:**673 W. MAIN STREET  
ADAMSVILLE, TN 38310  
MCNAIRY COUNTY





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**-FILED-**

Control # 001598988

The name of the Limited Liability Company is: Two Rivers Utility, LLC

11. The complete mailing address of the entity (if different from the principal office) is:

673 W. MAIN STREET  
ADAMSVILLE, TN 38310

12. Non-Profit LLC (required only if the Additional Designation of "Non-Profit LLC" is entered in section 3.)

- ☐ I certify that this entity is a Non-Profit LLC whose sole member is a nonprofit corporation, foreign or domestic, incorporated under or subject to the provisions of the Tennessee Nonprofit Corporation Act and who is exempt from franchise and excise tax as not-for-profit as defined in T.C.A. §67-4-2004. The business is disregarded as an entity for federal income tax purposes.

13. Professional LLC (required only if the Additional Designation of "Professional LLC" is entered in section 3.)

- ☐ I certify that this PLLC has one or more qualified persons as members and no disqualified persons as members or holders.

Licensed Profession:

14. Series LLC (optional)

- ☐ I certify that this entity meets the requirements of T.C.A. §48-249-309(a) & (b)

15. Obligated Member Entity (list of obligated members and signatures must be attached)

- ☐ This entity will be registered as an Obligated Member Entity (OME) Effective Date: (none)  
☐ I understand that by statute: THE EXECUTION AND FILING OF THIS DOCUMENT WILL CAUSE THE MEMBER(S) TO BE PERSONALLY LIABLE FOR THE DEBTS, OBLIGATIONS AND LIABILITIES OF THE LIMITED LIABILITY COMPANY TO THE SAME EXTENT AS A GENERAL PARTNER OF A GENERAL PARTNERSHIP. CONSULT YOUR ATTORNEY.

16. This entity is prohibited from doing business in Tennessee:

- ☐ This entity, while being formed under Tennessee law, is prohibited from engaging in business in Tennessee.

17. Other Provisions:

Electronic

Signature

Robert M. Holland, Jr.

Printed Name

Organizer

Title/Signer's Capacity

Nov 25, 2024 1:34PM

Date

# **EXHIBIT 4**

## **Two Rivers' Operating Agreement**

**OPERATING AGREEMENT**  
**OF**  
**TWO RIVERS UTILITY, LLC**

**THIS OPERATING AGREEMENT** (the “Agreement”) dated as November 25, 2024, is by and among JOEY WIMBERLEY and CRAIG CHRESTMAN along with any other Person who may become a Member or Holder of the Company. All capitalized terms used herein shall have the meanings set forth in Article II below.

**WHEREAS**, the parties to this Agreement desire to have the Company conduct certain business and to set forth their mutual rights and obligations in this Agreement,

**NOW, THEREFORE**, the parties hereto agree as follows.

**ARTICLE I**

**GENERAL**

1.1 Articles of Organization. The Articles of Organization were filed by the Company with the Tennessee Secretary of State on November 25, 2024.

1.2 Adoption. The parties to this Agreement hereby adopt this Agreement as the operating agreement for the Company pursuant to the Act. The Company shall file any certificates as may be required to conduct business in any state.

1.3 Name. The name of the Company shall be “Two Rivers Utility, LLC.” The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any fictitious name certificates as may be required to conduct business in any state.

1.4 Principal Executive Office. The principal executive office of the Company shall be 673 W. Main Street, Adamsville, McNairy County, Tennessee 38310. The business of the Company also may be conducted at such other additional place or places as the Members may designate.

1.5 Registered Office and Agent. The initial registered agent and office of the Company in the State of Tennessee shall be Craig Chrestman, 67 Twelve Oaks Drive, Adamsville, McNairy County, Tennessee 38310.

## ARTICLE II

### DEFINITIONS

2.1 Certain Definitions. As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

“Act” means the Tennessee Revised Limited Liability Company Act, as it may be amended from time to time.

“Agreement” means this Operating Agreement of Two Rivers Utility, LLC, as it may be amended from time to time.

“Articles” means the Articles of Organization of the Company, as filed with the Tennessee Secretary of State as they may be amended from time to time.

“Bankruptcy” means, with respect to any Person, the adjudication of bankruptcy, declaration of insolvency or the assignment for the benefit of creditors of or by such Person, the subjection of any part or all of the property of such Person to the control and direction of a receiver, which receivership is not dismissed within sixty (60) days of such receiver’s appointment, or the filing by such Person or the involuntary filing against such Person of a petition for relief under any federal or other bankruptcy or other insolvency law or for an arrangement with creditors.

“Capital Account” means, with respect to any Member or Holder, the Capital Account maintained for such Member or Holder in accordance with the provisions of Treasury Regulations Section 1.704-1(b).

(a) In the event any Membership Interest or Financial Interest in the Company is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest; provided, however, that no transfer of a Membership Interest or Financial Interest in the Company shall, in and of itself, relieve the transferor of any obligation to the Company.

(b) The foregoing provision and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Members shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members or Holders), are computed in order to comply with such Treasury Regulations, the Members may make such modification, provided, however, that it is not likely to have a material effect on the amounts distributable to any Member or Holder pursuant to Article XI hereof upon the dissolution of the Company. The Members also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company’s balance sheet, as computed for book purposes, in accordance with

Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

“Capital Contribution” means the total amount of cash and the fair market value of any other assets contributed or deemed contributed to the Company by a Member or Holder, net of liabilities assumed or to which the assets are subject. “Capital Contribution” includes promissory notes, services performed, an obligation or agreement to contribute money or property, and an obligation or agreement to perform services.

“Cash Flow” means the Company’s taxable income for federal tax purposes, increased by (i) amortization, depreciation and other noncash charges taken into account in computing taxable income, (ii) any nontaxable income or proceeds from any refinancing of the Company’s indebtedness (other than capital contributions), and (iii) such amounts that the Members determine no longer need to be maintained in a working capital reserve and decreased by (iv) principal payments on Company debts, (v) any other cash expenditures which have not been deducted in determining the taxable income of the Company, and (vi) any amount that the Members determine to be reasonably required to maintain sufficient working capital, a reasonable reserve for operating expenses and a reasonable reserve for capital expenditures. The Cash Flow of the Company shall be determined separately for each Fiscal Year and not cumulatively.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” means Two Rivers Utility, LLC, the Tennessee limited liability company governed by this Agreement.

“Distribution” means a direct or indirect transfer of money or other property by the Company (except for the issuance of its own Membership Interests or Financial Rights), with or without consideration, or an incurrence of issuance of indebtedness (whether directly or indirectly, including through a guaranty) to or for the benefit of any of the Members or Holders of Financial Rights, as applicable, in respect of Membership Interests or Financial Rights. The term “Distribution” does not include amounts paid to or for the benefit of Members or Holders as compensation or benefits for services rendered by them in their capacities as Members, Holders, Officers, directors or agents.

“Financial Rights” means a Member’s or Holder’s rights to share in the Profits, Losses and Cash Flow of the Company and to receive interim and liquidating distributions of the Company.

“Fiscal Year” means the calendar year.

“Governance Rights” means all of each Member’s rights as a Member in the Company other than Financial Rights.

“Holder of Financial Rights” or “Holder” means a person, who is not a Member, owning any Financial Rights in the Company. All Holders shall be listed on Exhibit A hereto. A Holder

may acquire its Financial Rights either by transfer of ownership from a Member or other Holder, or directly from the Company.

“LLC Documents” means either or both of the Articles and this Agreement.

“Losses” means the excess of all expenses of the Company over all income of the Company (including, without limitation, the amount of any losses recognized by the Company on the sale or other disposition of property) during a Fiscal Year, all as determined in accordance with the method of accounting utilized by the Company for federal income tax purposes.

“Member” means, individually, and “Members” means, collectively, Joey Wimberley and Craig Chrestman, together with any additional Members of the Company admitted pursuant to the provisions of this Agreement.

“Membership Interest” means each Member’s interest in the Company, consisting of its Financial Rights, his Governance Rights or both. The Members by majority vote may create and issue additional classes of Membership Interests or Financial Rights that are superior, equal or subordinate to existing classes of Membership Interests or Financial Rights.

“Officer” means the President, Secretary/Treasurer and any other Officer as may be designated pursuant to the provisions of this Agreement.

"Organic Transaction" means any of the following transactions or series of related transactions: (i) the sale, lease, exchange, transfer or other disposition (including, without limitation, by merger, consolidation or otherwise) of assets constituting all or substantially all of the assets of the Company and its subsidiaries, taken as a whole, to a Person or group of Persons (other than to any Person or Persons who, together with their affiliates, beneficially own or control a majority of the Membership Interests outstanding immediately prior to such transaction), (ii) any merger, consolidation or other business combination that results in the Members immediately prior to such transaction beneficially owning or controlling less than a majority of the Membership Interests outstanding or other voting securities of the continuing or surviving entity immediately following such transaction and/or (iii) any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than Capital Contributions, including proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancing, condemnations, recoveries of damage awards and insurance proceeds.

“Percentage Interest” means, with respect to each Member and Holder, the percentage shown opposite such Member’s or Holder’s name in Exhibit A, as such Exhibit A is amended or modified from time to time.

“Person” means any individual or entity (as defined in the Act).

“President” means the Company’s President as designated from time to time pursuant to, and having the duties and powers set forth in, this Agreement.

“Profits” means the excess of all income of the Company over all expenses of the Company (including, without limitation, the amount of any gains recognized by the Company on

the sale or other disposition of Property) during a Fiscal Year, all as determined in accordance with the method of accounting utilized by the Company for federal income tax purposes.

“Property” means any and all interests and rights of any type or nature in all real and personal property, tangible and intangible, acquired by the Company.

“Secretary” means the Company’s Secretary as designated from time to time pursuant to, and having the duties and powers set forth in, this Agreement.

“Treasurer” means the Company’s Treasurer as designated from time to time pursuant to, and having the duties and powers set forth in, this Agreement.

“Treasury Regulations” means those regulations promulgated by the United States Treasury Department under the Code, as such regulations may be amended from time to time (including, without limitation, corresponding provisions of succeeding regulations).

### **ARTICLE III**

#### **CONTRIBUTED CAPITAL AND CAPITAL ACCOUNTS**

3.1 Original and Additional Members. The Members have made capital contributions to the Company in the amounts set forth on Exhibit A attached hereto and made a part of this Agreement.

3.2 Limited Liability. No Member or Holder shall be liable for the debts, liabilities, contracts or any other obligations of the Company. Except as otherwise provided by applicable state law, a Member or Holder shall be liable only to make his Capital Contribution and shall not be required to make any additional capital contributions to the Company unless approved by the Members pursuant to Section 3.3.

3.3 Additional Capital Contributions. If the Members, by the unanimous vote of a majority of the Percentage Interests at any time determine that the Company requires additional Capital Contributions, then the Secretary shall give notice to each Member and Holder of (i) the total amount of additional Capital Contributions required, (ii) the reason the additional Capital Contribution is required, (iii) each Member’s or Holder’s proportionate share of the total additional Capital Contribution, and (iv) the date each Member’s or Holder’s additional Capital Contribution is due and payable, which date shall be thirty (30) days after the notice has been given. If any Member or Holder fails to make the additional Capital Contribution, then the Secretary shall give the Members or Holders who did contribute notice of that fact. Each Member or Holder who did contribute shall have the right to contribute his pro rata amount of the capital not contributed for an additional thirty (30) days after the date of the notice. After the receipt of all additional Capital Contributions, then the Percentage Interests of the Members and Holders shall be adjusted with each Member or Holder to have a Percentage Interest equal to the percentage determined by dividing the total of the original Capital Contributions and additional Capital Contributions for all the Members and Holders into the original Capital Contributions and additional Contributions of the individual Member or Holder. This remedy is in addition to any other remedies allowed by law or by this Agreement.

3.4 Capital Accounts. A separate Capital Account shall be maintained for each Holder and Member.

3.5 Interest on Capital. No interest shall be paid on Contributed Capital or on any Capital Account.

3.6 Loans by Members. No Member shall be required to make any loans to the Company, on behalf of the Company, and/or to acquire personal or real property for the Company, for any reason, unless that Member consents in writing prior to making any loan.

## **ARTICLE IV**

### **ALLOCATIONS OF PROFITS AND LOSSES**

4.1 Participation in Profits and Losses. Subject to the provisions of Exhibit B, Profits and Losses shall be allocated to the Members and Holders in accordance with their Percentage Interests.

4.2 Allocations with Respect to Transferred Interests.

(a) If any Membership Interest or Financial Interest in the Company is transferred, or is increased or decreased by reason of the admission of a new Member or otherwise during any Fiscal Year of the Company, Profits or Losses and any other item of income, gain, loss, deduction or credit of the Company for such Fiscal Year shall be allocated among the Members and Holders in accordance with their respective Percentage Interests which they had from time to time during such Fiscal Year in accordance with Code Section 706. Such allocation shall be made using the “closing of the books” method unless the Members, by majority vote determine to use the pro rata method or other method permitted by Treasury Regulations.

(b) For convenience in accounting, the Company, to the extent permitted by law, may treat a transfer of, or an increase or decrease in, a Membership Interest or Financial Interest in the Company that occurs at any time during a month (commencing with the month including the date of this Agreement) as having been consummated on the first day of that month, regardless of when during that month the transfer, increase or decrease actually occurs, or adopt such other convention as the President may lawfully select.

## **ARTICLE V**

### **DISTRIBUTIONS**

5.1 Distributions of Cash Flow. Cash Flow shall be distributed, in such amounts and at such times, as the Members, by majority vote, may determine.

5.2 Amounts Withheld or Paid. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or Distribution to the Members or Holders shall be treated as amounts distributed to the Members or Holders pursuant



to this Article V for all purposes under this Agreement. The Members and Holders may allocate any such amounts among themselves in any manner that is in accordance with applicable law.

5.3 Restrictions on Distributions. No distribution may be made by the Company if it violates Section 48-249-306 of the Act.

5.4 In-Kind Distributions. Neither a Member nor a Holder (i) has a right to demand or receive a distribution in kind regardless of the contribution to the Company of the Member or Holder or (ii) may be compelled to accept a Distribution of any asset in kind from the Company to the extent that the percentage of the asset distributed to the Member or Holder exceeds the Member or Holder's Percentage Interest.

## **ARTICLE VI**

### **MANAGEMENT**

6.1 Management of the Company. The Company shall be managed by its Members and the Members shall have full, exclusive, and complete charge of all affairs and business of the Company and of the management and control of the Company. Except as otherwise provided in this Agreement, all decisions requiring a vote of the Members shall be taken by the vote required by Section 7.6 hereof. The Members shall have all the rights and powers as are conferred by law or as they deem necessary, advisable, or convenient in managing the business and affairs of the Company.

6.2 No Authority to Issue Certificates. Notwithstanding anything in this Agreement or the Act to the contrary, the Members shall have no authority to issue certificates evidencing interests in the Company to Members or Holders.

6.3 Business Relationships with Company. The Company may enter into any contract, agreement, lease or other arrangement for the furnishing to or by the Company of goods, services or space with any Person which is related to or affiliated with any Member or Holder, or which is directly or indirectly owned or controlled by any Member or Holder, or by a Person related to or affiliated with any Member or Holder, if such contract, agreement, lease or other arrangement has been approved as set forth in Section 7.8.

6.4 Standard for Indemnification.

(a) If the Members, by majority vote of the Percentage Interests, consent, the Company may or the Company shall indemnify, and upon request shall advance expenses prior to final disposition of a proceeding to, any Person (or the estate or personal representative of any Person) who was or is a party to, or is threatened to be made a party to, any proceeding, whether or not by or in the right of the Company, by reason of the fact that such Person is or was a Member, Officer, employee or agent of the Company, or is or was serving at the request of the Company as a governor, manager, director, Officer, partner, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability to the full extent permitted by the Act as now in effect or as it may be amended in the future. The Company may, to the fullest extent permitted

by law, purchase and maintain insurance on behalf of any such Person against any liability that may be asserted against him, her, or it.

(b) Any repeal of the Act or modification of the provisions of this Section 6.4 shall not affect any obligations of the Company or any rights regarding indemnification and advancement of expenses of a Member, Officer, employee, or agent with respect to any proceeding for which indemnification or the advancement of expenses is requested, in which the alleged cause of action accrued at any time prior to such repeal or modification. If an amendment to the Act hereafter limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of Persons subject to indemnification under this Section 6.4 that occur subsequent to the effective date of such amendment.

(c) If this Section 6.4 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each Member, Officer, employee or agent of the Company as to any liability incurred or other amounts paid with respect to any proceeding, including, without limitation, a grand jury proceeding and any proceeding by or in the right of the Company, to the fullest extent permitted by any applicable portion of this Section 6.4 that shall not have been invalidated by the Act or by any other applicable law.

6.5 Personal Services. No Member shall be required to perform services for the Company solely by virtue of being a Member. The Members shall be entitled to compensation for services rendered by them to the Company in such amounts as are approved by the Members from time to time. In addition, upon substantiation of the amount and purpose thereof, the Members shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

## **ARTICLE VII**

### **MEMBERS, MEMBER MEETINGS, AND VOTING RIGHTS**

7.1 Authority of Members. No Member is an agent of the Company and only the Officers may act on behalf of the Company.

7.2 Admission of New Members. The Members, by unanimous vote, shall have the exclusive right to admit new Members and shall set, at the time of such admission, the terms and conditions under which such new Member(s) shall be admitted. The admission of a new Member may be done by supplemental agreement and does not necessitate the execution of a completely new operating agreement.

7.3 Annual Meetings. No annual meeting is required.

7.4 Meetings. A meeting of the Members of the Company may be called by any Officer or any Member. A Person having the authority to call a meeting of the Members may call the meeting by giving written or electronic email notice of demand for such meeting to every Member entitled to vote on the matters to be considered at such meeting. Regardless of who

calls the meeting, the notice must be given no fewer than ten (10) days nor more than two (2) months before the meeting date. The notice must contain the date, time and place of the meeting, and it must contain a statement of the purposes of the meeting, along with any other information required by the Act. Unless all Members entitled to vote on the matters to be considered and all Members entitled to receive notice of a particular meeting agree to the holding of a meeting at another place, all meetings of the Members shall be held at the principal executive office of the Company. A conference among Members by any means of communication through which the participants may simultaneously hear each other during the conference constitutes attendance at the meeting in person or by proxy if all other requirements for a meeting are met.

7.5 Quorum Requirements for Meetings. Members holding not less than 51% of the Percentage Interests entitled to vote on a matter must be present at a meeting for there to be a quorum to vote on such action. Once a Member is represented for any purpose at a meeting, the Member is deemed present for quorum purposes for the remainder of that meeting and for any adjournment of that meeting, unless a new record date is or must be set for that adjourned meeting. A meeting may be adjourned and notice of any adjourned meeting is not necessary if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken.

7.6 Voting. Except as otherwise provided in the LLC Documents or the Act, each Member shall vote in accordance with its Percentage Interest. Except as otherwise set forth herein, all decisions of the Members shall require the affirmative vote of a majority of the Percentage Interests held by the Members. Except as otherwise provided in the LLC Documents, a Holder of Financial Rights who is not a Member does not have a right to vote by reason of or with respect to such Financial Rights.

7.7 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Members, including a vote on dissolution, may be taken without a meeting if all Members consent to the taking of such action without a meeting by signing one or more written consents describing the action taken and indicating each Member's vote or abstention on the action. The affirmative vote of the aggregate Percentage Interests that would be necessary to authorize or take action at a meeting of Members is the act of the Members without a meeting. The written consent or consents shall be included in the minutes or filed with the Company's records reflecting the action taken. Action taken by written consent is effective when the last Member signs the consent, unless the consent specifies a different effective date.

7.8 Conflict of Interest Transactions. A conflict of interest transaction is a transaction with the Company in which a Manager, Member or Officer, as applicable, of the Company has a direct or indirect interest. A conflict of interest transaction is not void and is not voidable by the Company solely because of the interest of a Member or Officer in the transaction, if any one (1) of the following is true:

(a) The contract or transaction was, and the Person asserting the validity of the contract or transaction sustains the burden of establishing that the contract or transaction was, fair and reasonable as to the Company at the time it was authorized, approved or ratified; or

(b) The material facts of the transaction and the interest of the Manager, Member or Officer, as applicable, were disclosed or known either (i) to the Members entitled to vote and they authorized, approved or ratified the transaction, or (ii) to all the Persons who are Members at the time and all the Members authorized, approved or ratified the transaction even if one or more or all the Members have a conflict of interest; or

(c) The material facts of the contract or transaction and the Manager's, Members' or Officer's interest were disclosed or known to a committee of not less than two (2) Members, none of whom had a direct or indirect interest in the contract or transaction, and such committee authorized, approved or ratified the transaction; or

(d) All of the Members waive the conflict.

7.9 Other Interests. Any Member may engage in other business, including, without limitation, business of a nature which is the same or similar to the business of the Company, without any duty or obligation to account to the Company in connection therewith.

## **ARTICLE VIII**

### **OFFICERS**

8.1 Election, Withdrawal and Removal of Officers. The Company shall at all times have at least two (2) Officers, those being the President and Secretary/Treasurer. An Officer need not be a Member, but an Officer must be an individual. The Members shall elect the Officers and the Officers shall serve at the pleasure of the Members. Any Officer may at any time resign by giving written notice to the Members. Such resignation shall not affect his status as a Member, if any.

8.2 President. Upon the execution of this Agreement, the President shall be Joey Wimberley. The President shall:

(a) Carry out all orders and resolutions of the Members and serve as Chairman of the Company;

(b) Sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts or other instruments pertaining to the business of the Company, except in cases in which the authority to sign and deliver is required by law to be exercised by another individual or other Person or is expressly delegated to some other Officer or agent of the Company by the Articles, this Agreement or the Members;

(c) Carry out the day-to-day operations of the Company in accordance with the directions of and subject to the review of the Members;

(d) Perform other duties prescribed by the Members, the Articles or this Agreement and all normal duties of a President; and

(e) In the event the Company has a vacancy in the office of Secretary, receive any notices, documents or other matters that otherwise are required to go to the Secretary.

8.3 Secretary. Upon the execution of this Agreement, the Secretary shall be Craig Chrestman. The Secretary shall:

- (a) Keep accurate membership records for the Company;
- (b) Maintain records of, and, whenever necessary, certify all proceedings of the Members or committees of the Company;
- (c) Receive notices required to be sent to the Secretary and keep a record of such notices in the records of the Company; and
- (d) Perform other duties prescribed by the Members or by the President so long as such duties are ministerial in nature.

8.4 Treasurer. Upon the execution of this Agreement, the Treasurer shall be Craig Chrestman. The Treasurer shall exercise such powers and perform such duties as generally pertain or are necessarily incident to such office, and he or she shall perform such other duties as may be assigned to him or her from time to time by the Members or President.

8.5 Tax Matters Member. Upon the execution of this Agreement, the tax matters Member shall be the Treasurer.

8.6 Other Officers. If the Members elect or appoint other Officers in addition to the Officers set forth herein, such other Officers shall perform such duties as are specifically designated by the Members.

8.7 Other Interests. Any Officer may engage in other business, including, without limitation, business of a nature which is the same as or similar to the business of the Company, without additional duty or obligation to account to the Company in connection therewith unless such Officer and the Company agree otherwise.

8.8 Standard of Conduct. Unless amended or changed by an employment agreement, an Officer shall discharge the duties of office in good faith, in a manner the Officer reasonably believes to be in the best interest of the Company and with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

## **ARTICLE IX**

### **RESIGNATION, WITHDRAWAL OR EXPULSION OF A MEMBER**

9.1 Resignation or Withdrawal of a Member. No Member has the right to resign or otherwise withdraw from the Company at any time without the written consent of all of the other Members. Upon the permitted withdrawal of a Member as set forth in the previous sentence, the withdrawing Member shall be entitled to receive, among other things, the return of the amount of initial Capital Contributions made in the form of cash provided that the Company has the reserves available to make the payment.

9.2 Termination of Membership Interest. A Member's continued membership in the Company shall not terminate for any reason except for withdrawal approved in accordance with Section 9.1.

9.3 Expulsion of a Member. The Members shall not have any power or authority to expel any Member for any reason.

9.4 General Effect of Termination of Interest. The termination of a Member's continued membership in the Company shall not cause dissolution or termination of the Company so long as there is one remaining Member.

## **ARTICLE X**

### **TRANSFER RESTRICTIONS**

10.1 Definitions. For purposes of this Agreement, the "transfer" or "assignment" of an interest in the Company shall mean any transfer, alienation, sale, assignment, pledge or other disposition or encumbrance of all or any part of a Membership Interest or Financial Interest in the Company, whether voluntarily or involuntarily, whether for or without consideration, and includes a transfer by operation of law, transfer incident to divorce, Bankruptcy, foreclosure, judicial sale or otherwise, but excluding any transfer of an interest by operation of the laws of descent and distribution.

10.2 Permitted Transfers of Membership Interests. Subject to the conditions and restrictions set forth in this Article X, a Member may at any time transfer all or any portion of his Membership Interest in the Company to (a) any other Member, or (b) any purchaser consented to by the Members pursuant to the provisions of Section 10.3, with each such transfer allowed herein being called a "Permitted Transfer." For purposes hereof, a "purchaser" is a Person who has made a bona fide written offer to purchase the offered interest for a purchase price denominated and payable in United States dollars at closing or according to specified terms, with or without interest, which offer shall be in writing signed by the purchaser.

#### 10.3 Prohibited Transfers.

(a) No Member or Holder shall transfer any Governance Rights without the written consent of the other Members. Such consent may be unreasonably withheld.

(b) Any Member who has contributed cash as set forth on Exhibit A shall not voluntarily transfer his or her Membership Interest within twenty-four (24) months from the date hereof.

(c) No Member or Holder may transfer any Financial Rights except in accordance with the provisions of this Section 10.3(c).

(i) In the event that any Member or Holder desires to make a bona fide transfer of all or any part of his Financial Rights in the Company, then the transfer may occur only if, in addition to obtaining consent of all other Members, the Member or Holder desiring to make such transfer (the "transferor") first gives the other Members and Holders the

option to buy his Financial Rights in the Company. The transferor shall deliver written notice to the other Members and Holders, which notice shall state the name of the prospective bona fide transferee and the price and terms offered by such prospective transferee. The other Members and Holders shall have an option to purchase such Financial Rights of the transferor at the price and on the same terms set forth in such written notice. The other Members and Holders shall have thirty (30) days following the receipt of such notice to exercise such option by giving notice of such election to the transferor and the other Members and Holders.

(ii) In the event that such option is not exercised within such thirty (30) day period, or is exercised with respect to less than all of the Financial Rights being offered, the same shall expire and be of no force and effect, and the transferor may then transfer the Financial Rights to such third party. In no event, however, shall the Financial Rights of the transferor be sold to another party or for less than the price stated in the written notice aforesaid or on terms and conditions materially different from those stated in such written notice; or if the proposed third-party transfer is not consummated within ninety (90) days after the close of such thirty (30) or forty (40) day period, the transferor shall not transfer his Financial Rights in the Company without again offering the remaining Members or Holders the option to purchase as provided above.

(iii) If a transfer is involuntary by operation of law, then the right of first refusal set forth in (i) and (ii) above shall be offered at the fair market value of the Financial Rights being transferred.

(d) The foregoing provisions shall be binding upon any transferee of any Financial Rights in the Company. A Person who receives a transfer of a Financial Right that is authorized by or complies with the provisions of this Section 10.3 and Section 10.4, and who affirmatively agrees in writing to be bound by terms and conditions of this Agreement, shall be treated as a Holder of the Financial Rights as of the effective date of the transfer.

10.4 Conditions to Transfer. No transferee of any Membership Interest shall have the right to become a Member in place of his transferor unless and until all of the following conditions are satisfied:

(a) The fully executed and acknowledged written instrument transferring the Membership Interest as filed with the Company sets forth the intention of the transferor that the transferee become a Member in place of the transferor;

(b) Any transfer fee which has been charged and expenses incurred by the Company shall have been paid to the Company; and

(c) The transferee agrees in writing to be bound by this Agreement.

10.5 Death or Dissolution of a Member. Upon the death or dissolution of a Member, the Company shall have option to purchase from the deceased Member's estate or the personal representative of the deceased Member, or the dissolved Member, who shall offer to sell to the Company, all of the deceased or dissolved Member's Membership Interest for a purchase price set forth in Section 10.7 hereof. The purchase price shall be paid in cash at closing provided that if no insurance proceeds are available to pay the Purchase Price, the Purchase Price shall be paid

pursuant to Section 10.8 herein. The Company may exercise this option to purchase by giving written notice to the estate or personal representative of the deceased Member, or to the dissolved Member, within thirty (30) days following the death or dissolution of the Member. The closing of such purchase and sale shall take place at the principal executive office of the Company as soon as practicable after the exercise of the option by the Company. In the event that the Company does not exercise its option to purchase hereunder, the Financial Rights associated with the deceased Member's Membership Interest shall pass via the deceased or dissolved Member's plan of dissolution, and the Governance Rights associated with the deceased/dissolved Member's Membership Interest shall terminate.

10.6 Disability of a Member. If a Member suffers a Disability (a "Disabled Member"), the Company shall have the option, exercisable upon written notice to the Disabled Member or the Disabled Member's personal representative within thirty (30) days following the Disability, to purchase from the Disabled Member or the Disabled Member's personal representative, who shall offer to sell to the Company, all of the Disabled Member's Membership Interest for a purchase price set forth in Section 10.7 hereof. For purposes of this Agreement, "Disability" shall mean the time at which a Member is declared legally incompetent under the laws of the State of Tennessee, or the time at which the Company receives a written opinion from a physician designated by the Company to the effect that such Member has incurred a mental or physical condition that can reasonably be expected to prevent such Member from carrying out his principal duties for the Company for a period of twelve (12) months or longer from the date of such opinion. Each Member hereby covenants and agrees to cooperate with any physician so designated by the Company to determine whether such Member is disabled; provided that: (a) any physician so designated shall consult with any physician designated by (or on behalf of) such Member; and (b) the costs of an examination by such designated physician shall be paid by the Company. The purchase price shall be paid pursuant to Section 10.8 herein. The closing of such purchase and sale shall take place at the principal executive office of the Company as soon as practicable after the exercise of the option by the Company. In the event that the Company does not exercise its option to purchase hereunder, the Disabled Member shall continue to be the owner of its Membership Interest.

10.7 Purchase Price. In the event that a Membership Interest is purchased because of the death or Disability of a Member, the purchase price for such Membership Interest shall be determined in accordance with this Section 10.7. If the parties are unable to mutually agree on a purchase price, the value of the Membership Interest shall be an amount determined by a qualified independent appraiser using techniques generally applicable to the valuation of membership interests of limited liability companies, including without limitation the techniques and procedures described in Rev. Rul. 59-60, 1959-1 C.B. 237, excluding any discounts for lack of marketability or minority discount. The independent appraiser shall be an individual mutually acceptable to the selling Member or his estate or personal representative and the other Member(s). If the selling Member or his estate or personal representative and the other Member(s) cannot agree upon an independent appraiser, the selling Member or his estate or personal representative and the other Member(s) each shall select an independent appraiser and the resulting two (2) values derived by such appraisers shall be averaged to determine the effective value. The costs of the appraiser(s) shall be shared equally by the parties. Notwithstanding the preceding, any life insurance proceeds received by the Company in excess of the cash surrender value of any policy attributable to the withdrawn Member shall not be



considered in the determination of fair market value. The likelihood of life insurance death benefits in excess of cash surrender value with respect to other Members, former Members or Holders likewise shall not be considered.

10.8 Deferred Payout. The Purchase Price for a Disabled Member's Membership Interest shall be paid in installments as follows: (i) a cash down payment of ten percent (10%) of the Purchase Price shall be paid to the Disabled Member on the closing date, and (ii) a promissory note for the balance shall be delivered to the Disabled Member. All promissory notes shall provide for payment of the balance of the Purchase Price in one hundred twenty (120) equal monthly installments, together with interest on the deferred balance at an annual rate of the prime rate listed in the Wall Street Journal on the closing date to be adjusted each year on the anniversary date of the promissory note (but in no event shall the rate exceed the lawful rate of interest). Interest shall accrue commencing on the date of the down payment and delivery of the promissory note, at which time the Disabled Member's interest shall be redeemed. The first installment of principal shall be due one year after such date. Interest shall be due one (1) month after such date and monthly thereafter. All payments shall be allocated first to interest. The promissory note shall be unsecured, shall be subject to prepayment in whole or in part at any time without penalty, shall provide for an acceleration of amounts due thereunder at the holder's option upon any default in payment and shall specify that reasonable attorney's fees and costs of suit shall be paid by the maker should any legal action for collection be commenced.

10.9 Divorce of a Member. If any portion of a Member's Membership Interest shall be transferred to such Member's spouse and/or children in connection with any divorce and/or legal separation proceeding, then the Governance Rights associated with the Membership Interest being transferred shall terminate and only the Financial Rights shall be transferred.

## **ARTICLE XI**

### **TERM, TERMINATION AND WINDING UP**

11.1 Term. The term of the Company shall commence on the date of this Agreement and shall continue perpetually, unless earlier terminated in accordance with the provisions of this Agreement.

11.2 Dissolution of the Company. The Company shall dissolve and commence winding up its affairs upon the written consent of all the Members. The Company shall not be dissolved upon the death of the last remaining Member unless the personal representative of such Member shall elect to dissolve the Company in accordance with the provisions of the Act.

11.3 Winding Up Affairs on Dissolution. Upon dissolution of the Company, the Members, or the personal representative of the last remaining Member, shall be responsible for overseeing the winding up, liquidation, and termination of the Company and shall prepare and file all instruments or documents required by law to be filed to reflect the dissolution and termination of the Company; and, after paying or providing for the payment of all liabilities and obligations of the Company, shall sell or distribute the assets of the Company as provided by the terms of this Agreement.

11.4 Distribution upon Dissolution. Upon dissolution of the Company, the Company shall either distribute its assets or sell its assets and distribute the proceeds. The proceeds of such sale or the assets of the Company shall be allocated as set forth below:

(a) First, to all creditors, including Members and Holders of Financial Rights who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provisions for payment thereof) other than:

(i) Liabilities for which reasonable provision for payment has been made; and

(ii) Liabilities for distributions to Members and Holders of Financial Rights;

(b) Second, to establish such reserves for unknown or contingent liabilities, including without limitation reserves for environmental matters as the President may determine; and

(c) Third, to each Member in an amount equal to the initial Capital Contributions made in cash by such Member; and

(d) Fourth, to the Members and Holders of Financial Rights an amount (i) equal to his positive Capital Account balance as of the date of dissolution, after giving effect to the allocation of all Net Profits or Net Losses realized upon dissolution and of any allocations made pursuant to Section 11.4(c), or (ii) in the event assets are to be distributed in kind, which would be realized if such were assets then sold; and,

(e) Notwithstanding the foregoing, if it is determined that an immediate sale of part or all of the Company's assets would result in undue loss, or it would otherwise be beneficial to continue to hold such assets, then, in order to avoid such loss or to obtain such benefit, to the extent not then prohibited by applicable law, the liquidation and winding up of the Company may be temporarily deferred and/or the assets of the Company may be distributed in kind.

11.5 Deemed Termination of Company. Notwithstanding any other provisions of this Article XI, in the event the Company is liquidated within the meaning of Treasury Regulation Section 1.704 but no liquidating event has occurred, the Company's property shall not be liquidated, the Company's liabilities shall not be paid or discharged, and the Company's affairs shall not be wound up. Instead, the Company shall be deemed to have contributed all of its assets and liabilities in kind to a new company in exchange for an interest in the new company, and, immediately thereafter, the Company shall be deemed to have distributed interests in the new company to the Members in proportion to their respective interests in the Company in liquidation of the Company.

11.6 Filing of Articles of Termination. Upon the completion of the winding up of the affairs of the Company, the Members or the personal representative of the last remaining Member shall promptly file Articles of Termination with the office of the Tennessee Secretary of State.

## **ARTICLE XII**

### **FISCAL MATTERS**

12.1 Books and Records. Full and accurate books and records of the Company (including, without limitation, all information and records required by the Act) shall be maintained at its principal executive office showing all receipts and expenditures, assets and liabilities, profits and losses and all other records necessary for recording the Company's business and affairs. All Members shall have access at all reasonable times to the books and records of the Company. Holders of Financial Rights and their agents and attorneys shall have limited right of access in order to obtain information reasonably required to comply with the requirements of either federal or state tax laws concerning their financial rights. The right of access provides the opportunity to inspect or copy records for such purpose during ordinary business hours if the Holder of Financial Rights or its agent or attorney gives the Company written notice of demand to inspect or copy the records of at least five (5) days before the date on which the Holder of Financial Rights or its agent or attorney wishes to inspect or copy. The Company may impose reasonable charges for costs of labor and material incurred in furnishing copies of records.

12.2 Tax Status; Elections. Notwithstanding any provision hereof to the contrary, each of the Members hereby recognizes that, solely for purposes of the United States federal income tax laws, the Company will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; provided, however, that the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Company or expand the obligations or liabilities of the Members. The Company shall make an election under Section 754 of the Code only upon the unanimous consent of the surviving Members or the Members not involved in the transfer of the Membership Interest or the Financial Rights.

12.3 Reports to Members and Holders. Each of the following reports shall be prepared at the Company's expense, and shall be delivered to each Member and Holder by the Tax Matters Partner:

(a) As soon as is reasonable after the close of the Fiscal Year prior to the due date of the Members' or Holders' federal tax returns, all information necessary for the preparation of the Members' or Holders' federal, state and local income tax returns;

(b) No later than ten (10) business days after the filing of the annual federal income tax return for the Company, an annual report of the activities of the Company, including a balance sheet, income statement and a statement of cash flow, and such annual report shall contain a complete statement of all compensation and fees paid or accrued by the Company to the Officers and the Members; provided that if the Company maintains its books and records

solely in accordance with the federal income tax law, then the Form 1065 of the Company shall satisfy the foregoing requirements; and

(c) Any Member may obtain, at such Member's expense, such other reports on the Company's operations and conditions as such Member may reasonably request.

12.4 Accounting Decisions. All decisions as to accounting and tax matters, except as expressly provided in this Agreement, shall be made by the Members. Such decisions must be satisfactory to the Company's accountants.

12.5 Bank Accounts. All funds of the Company shall be deposited in its name at a financial institution approved by the Members, in such checking and savings accounts or time deposits or certificates of deposit as shall be designated from time to time by the Members.

## **ARTICLE XIII**

### **IMPASSE RESOLUTION**

13.1 Definition of Impasse. As used in this Article XII, "Impasse" shall mean the failure to obtain approval of any action requiring the vote, consent or approval of the Members under the terms of this Agreement because one or more of the Members fails to give his vote, consent or approval relative thereto; provided, however, in no event shall the failure of a Member to give his vote, consent or approval to (i) the admission of another other person as a Member or (ii) the Transfer of all or any part of the Membership Interest of a Member constitute an Impasse. An Impasse shall occur on the day after the last day on which any vote, consent or approval is permitted to be given pursuant to any provision of this Agreement and on which any of the Members has failed to give such vote, consent or approval.

13.2 Occurrence of Impasse. In the event of an Impasse, the Company shall continue to operate in a manner consistent with its prior practices and this Agreement until such time as such Impasse is resolved. In the event of an Impasse, the Members shall attempt to resolve such matter within twenty (20) business days after the date of the Impasse (or, if mutually agreed by the Members, a longer period of time). Any resolution agreed to by the Members shall be final and binding on the Company and the Members.

13.3 Resolution of Impasse through Mediation. If the Members are unable to resolve the Impasse within the time period set forth in Section 13.2 (including any agreed extensions), the Impasse shall be mediated (the "Mediation") within thirty (30) business days from the date a written request for mediation is made by any Member. The Mediation shall take place in Adamsville, McNairy County, Tennessee. The Mediation shall be conducted before a single mediator to be agreed upon by the Members. If the Members cannot agree on the mediator, each Member shall select a mediator and such mediators shall together unanimously select a neutral mediator who will conduct the mediation. Each Member shall bear the fees and expenses of its mediator and all the Members shall equally bear the fees and expenses of the final mediator. The decision reached in mediation shall be final and binding on the Members.

13.4 Failure to Resolve the Impasse in Mediation. In the event that the Impasse is not resolved in Mediation pursuant to Section 13.3 herein, then on the date following the Mediation, the Members shall be deemed to have voted unanimously to dissolve the Company and proceed in accordance with Article XI herein to wind-up and terminate the Company.

13.5 Enforcement. It is expressly agreed that the remedy at law for breach of the obligations of the Members set forth in this Article XIII is inadequate in view of the complexities and uncertainties in measuring the actual damage to be sustained by reason of the failure of a Member to comply with such obligations, and the uniqueness of the Company's business and the relationship among the Members. Accordingly, each of such obligations shall be, and is hereby expressly made, enforceable by specific performance.

## **ARTICLE XIV**

### **MISCELLANEOUS PROVISIONS**

14.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by a provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if it is faxed to the fax number of record on the records of the Company, is sent by email, is delivered personally to the Person or to an Officer, manager, director or member of the Person to whom the same is directed, or is sent, by deposit with a courier service or in the United States Mail, postage and charges prepaid, addressed as follows: (i) if to the Company, at its principal executive office, or to such other address as the Company may from time to time specify by notice to the Members; and (ii) if to a Member, to such Member's address set forth in Exhibit A to this Agreement, or to such other address as such Member may from time to time specify by notice to the Company. Any such notice shall be deemed to be given as of the date delivered, if delivered personally, as of the date emailed, if sent by email, as of the date of the fax, if sent by fax and as of the date on which the same was deposited in the United States Mail, if mailed, or delivered to a courier service, if sent by courier service. Oral notice is not effective for purposes of this Agreement.

14.2 Section Headings. Section, paragraph, and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, amplify, or limit the scope, extent or intent of this Agreement or any provision hereof.

14.3 Further Action. Each Member shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate to implement the terms hereof and the intent of the Members hereto.

14.4 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid, and unenforceable provisions there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

14.5 Tennessee Law. The Members and Holders intend that the laws of Tennessee shall govern the determination of the validity of this Agreement, the construction of its terms, and interpretation of the rights and duties of the parties.

14.6 Waiver of Action for Partition. Each of the Members and Holders irrevocably waives, during the term of the Company, any right that he, she, or it may have to maintain any action for partition with respect to the Property and, if such Property is distributed, to the Property after distribution.

14.7 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Any lawful amendments to the counterpart of this Agreement maintained by the Members shall be deemed to have amended each and every counterpart of this Agreement.

14.8 Parties in Interest. Subject to the provisions contained herein, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto. The provisions of this Agreement shall be binding upon a person who thereafter becomes a Member upon admission of the person as a Member regardless of whether the person executes this Agreement or a counterpart to it. In the case of a Holder of Financial Rights, because there are no conditions set forth in this Agreement for becoming a Holder of Financial Rights other than the receipt of the Financial Rights, a Holder of Financial Rights shall be bound by the provisions of this Agreement upon receipt of Financial Rights regardless of whether the Holder of the Financial Rights executes this Agreement or a counterpart to it.

14.9 Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the Members and Holders hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the Members other than those set forth or provided herein.

14.10 Construction of Agreement. In construing this Agreement, no consideration shall be given to the fact or presumption that any Member had a greater or lesser hand in the drafting of this Agreement. In the event of any conflict between the provisions of the Act and the provisions of the Articles or this Agreement, the Articles or Agreement shall control. In the event of a conflict between the terms of this Agreement and the terms of the Articles, the terms of the Articles shall prevail. To the extent that any express provisions in the Articles or in this Agreement are inconsistent with or in contradiction of any provisions of the Act that are, by provisions of the articles of organization and/or the operating agreement of a limited liability company, waivable or subject to alteration or modification under the Act, including under Section 48-249-205(a) of the Act, such provisions of the Act are hereby waived (rendered inapplicable), modified and altered to the extent necessary to give full effect to the express provisions of the Articles and this Agreement.

14.11 Gender. In construing this Agreement, pronouns of any gender shall be deemed to include the other gender.

14.12 No Election Out of Subchapter K. No election shall be made by the Company or any Member or Holder of the Company to be excluded from the application of the provisions of Subchapter K of the Code.

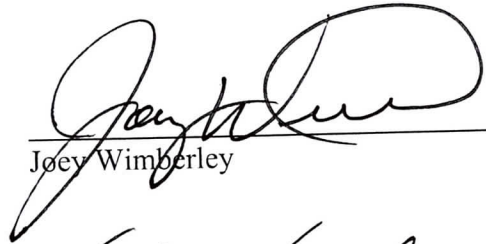
14.13 Amendment. This Agreement may be altered, amended, repealed, or restated, or a new operating agreement may be adopted, at any meeting of the Members (or by action on written consent pursuant to Section 7.6 in lieu of a meeting) by the affirmative vote of all of the Members. All amendments must be in writing and no oral amendments to this Agreement are permitted.

14.14 Family LLC Not Applicable. The provisions of Section 48-249-503(b)(2) of the Act shall not apply to the Company or to the Members regardless of whether the Company falls within the definition of a “family LLC” under Section 48-249-102(9) of the Act.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, this Agreement is effective upon execution by the parties hereto as evidenced by their signatures immediately below.

**MEMBERS:**



---

Joey Wimberley



---

Craig Chrestman



**EXHIBIT A**  
**PERCENTAGE INTERESTS IN**  
**TWO RIVERS UTILITY, LLC**

<b><u>Member</u></b>	<b><u>Holder of Financial Rights</u></b>	<b><u>Percentage Interest</u></b>	<b><u>Capital Contribution</u></b>
Joey Wimberley		50.0%	\$150.00
Craig Chrestman		50.0%	\$150.00

## **EXHIBIT B**

### **REGULATORY ALLOCATIONS**

For purposes of this Exhibit B, the following additional definitions shall be applicable.

“Adjusted Capital Account Deficit” means with respect to any Member or Holder, the deficit balance, if any, in such Member’s or Holder’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amounts which such Member or Holder is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Treas. Reg. Section 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Debit to such Capital Account the items described in Treas. Reg. Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treas. Reg. Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Company Minimum Gain” has the meaning assigned to it in Treas. Reg. Sections 1.704-2(b)(2) and 1.704-2(d).

“Depreciation” means for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such fiscal year or other period bears to such beginning adjusted tax basis. Notwithstanding the foregoing, if an asset has a zero basis for federal income tax purposes, depreciation shall be an amount in each month equal to such asset’s Gross Asset Value divided by the number of months in such asset’s cost recovery period as determined for federal income tax purposes.

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(c) The initial Gross Asset Value of any asset contributed by a Member or Holder of the Company shall be the gross fair market value of such asset, as determined by the contributing Member of the Company and the other Members;

(d) The Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the other Members, as of the following times:

(i) Upon the acquisition of an additional interest in the Company by any new or existing Member or Holder in exchange for more than a de minimis capital contribution to the Company;

(ii) Upon the Distribution by the Company to a Member or Holder of more than a de minimis amount of property as consideration for an interest in the Company if the other Members reasonably determine that such an adjustment is necessary or appropriate to reflect the relative economic interest of the Members and Holders in the Company;

(iii) Upon the grant of an interest in the Company as consideration for the provision of services to or for the benefit of the Company by a Member or Holder, by a new Member or Holder or by an individual in anticipation of being admitted as a Member or being issued interests as a Holder; and

(iv) Upon the liquidation of the Company within the meaning of Treas. Reg. Section 1.704-1(b)(2)(ii)(g);

(v) The Gross Asset Value of any Company asset distributed to any Member or Holder shall be the gross fair market value of such asset on the date of Distribution as determined by the Member or Holder to whom the asset is distributed and the other Members on behalf of the Company; and

(vi) The Gross Asset Value of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treas. Reg. Section 1.704-1(b)(2)(iv)(m) and in accordance with this Agreement; provided, however that Gross Asset Values shall not be adjusted pursuant to this subsection to the extent that the other Members determine that an adjustment pursuant to (ii) above is not necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this subsection.

(e) If the Gross Asset Value of an asset has been determined or adjusted pursuant to (b) (i)- (iv), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

“Member Nonrecourse Deductions” means any Company deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member or Holder within the meaning of Treas. Reg. Section 1.704-2(i).

“Member Nonrecourse Debt Minimum Gain” shall have the meaning set forth in Treas. Reg. Section 1.704-2(i).

“Member Nonrecourse Debt” shall have the meaning set forth in Treas. Reg. Section 1.704-2(i)(2).

“Minimum Gain” shall have the meaning set forth in Treas. Reg. Section 1.704-2(d).

“Nonrecourse Deductions” has the meaning set forth in Treas. Reg. Section 1.704-2(b)(1).

“Nonrecourse Liability” has the meaning set forth in Treas. Reg. Section 1.704-2(b)(3).

The following are the Regulatory Allocations to be made:

Losses. The Losses allocated pursuant to the Agreement shall not exceed the maximum amount of Losses that can be so allocated without causing any Member or Holder to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Members or Holders would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to the general provisions of the Agreement, then the limitation set forth in this paragraph shall be applied on a Member by Member and Holder by Holder basis so as to allocate the maximum permissible Losses to each Member under Treas. Reg. Section 1.704-1(b)(2)(ii)(d). All Losses in excess of the limitations set forth in this paragraph shall be allocated as generally provided in the Agreement.

Special Allocations. The following special allocations shall be made in the following order:

(f) *Minimum Gain Chargeback.* Notwithstanding any other provision of the Agreement, if there is a net decrease in Company Minimum Gain during any Company Fiscal Year, each Member or Holder who would otherwise have an Adjusted Capital Account Deficit at the end of such year shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount and manner sufficient to eliminate such Adjusted Capital Account Deficit as quickly as possible. The items to be so allocated shall be determined in accordance with Treas. Reg. Section 1.704-2(g). This provision is intended to comply with the minimum gain chargeback requirement in such section of the regulations and shall be interpreted consistently therewith.

(g) *Member Minimum Gain Chargeback.* Except as otherwise provided in Treas. Reg. Section 1.704-2(i)(4), notwithstanding any other provision of the Agreement, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Company Fiscal Year, each Person who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treas. Reg. Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in an amount equal to such Person’s share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treas. Reg. Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member or Holder pursuant thereto. The items to be so allocated shall be determined in accordance with Treas. Reg. Sections 1.704-2(i)(4) and 1.704-2(j)(2). This provision is intended to comply with the minimum gain chargeback requirement in Treas. Reg. Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(h) *Qualified Income Offset.* In the event any Member or Holder unexpectedly receives any adjustments, allocations, or Distributions described in Treas. Reg. Sections 1.704-1(b)(2)(ii)(d)(4), 1.704- 1(b)(2)(ii)(d)(5), or 1.704- 1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to each such Member or Holder in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member or Holder as quickly as possible, provided that an allocation pursuant to this paragraph shall be made if and only to the extent that such Member or Holder would have an Adjusted Capital Account Deficit after all other allocations provided for in the Agreement have been tentatively made as if this paragraph were not in the Agreement.

(i) *Gross Income Allocation.* In the event any Member or Holder has a deficit Capital Account at the end of any Company Fiscal Year that is in excess of the sum of (i) the amount such Member or Holder is obligated to restore, (ii) the amount such Member or Holder is deemed to be obligated to restore pursuant to the penultimate sentence of Treas. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5), and (iii) the amount such Member or Holder would be deemed obligated to restore if Member Nonrecourse Deductions were treated as Nonrecourse Deductions, each such Member or Holder shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this paragraph shall be made if and only to the extent that such Member or Holder would have a deficit Capital Account in excess of such sum after all other allocations provided for in the Agreement have been tentatively made as if paragraph and the Qualified Income Offset were not in the Agreement.

(j) *Nonrecourse Deductions.* Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated to the Members and Holders as set forth in above.

(k) *Member Nonrecourse Deductions.* Any Member Nonrecourse Deductions for any Fiscal Year or other period shall be allocated to the Member or Holder who bears the risk of loss with respect to the loan to which such Member Nonrecourse Deductions are attributable in accordance with Treas. Reg. Section 1.704-2(i).

(l) *Section 754 Adjustment.* To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treas. Reg. Section 1.704- 1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members or Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

(m) *Section 704(c).* In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members or Holders so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial book value. In the event the book value of any Company asset is adjusted pursuant to this section of the Agreement,

subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its book value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder.

## **EXHIBIT 5**

### **Two Rivers' Certificate of Good Standing**



**Tre Hargett**  
Secretary of State

**Division of Business and Charitable Organizations**  
**Department of State**  
State of Tennessee  
312 Rosa L. Parks Avenue, 6th Floor  
Nashville, Tennessee 37243  
Phone: 615-741-2286  
sos.tn.gov/

06/26/2025

1320 ADAMS ST SUITE 1400  
NASHVILLE, TN 37208, USA

**Request Type: Certificate of Existence/Authorization**

Issuance Date: 06/26/2025

Request #: C2025050022

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**Document Receipt**

Order Number: C2025050022

Verification #: 6404AA84

Receipt #: 2025-484373

Filing Fee: \$20.00

Payment: Credit Card - 3901025530

\$20.00

---

Entity Name: TWO RIVERS UTILITY, LLC

SOS Control #: 001598988

Initial Filing Date: 11/25/2024

Entity Type: Limited Liability Company (LLC)

Formation Locale: TENNESSEE

Status: Active

Duration Term: Perpetual

Fiscal Year Close: December

Annual Report Due: 04/01/2026

Business County: MCNAIRY

Managed By: Member Managed

Obligated Member Entity: No

---

**CERTIFICATE OF EXISTENCE**

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

**TWO RIVERS UTILITY, LLC**

- \* is a Limited Liability Company duly formed under the law of this State with a date of incorporation and duration as given above;
- \* has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;
- \* has filed the most recent annual report required with this office;
- \* has appointed a registered agent and registered office in this State;
- \* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett  
Secretary of State

Verification #: 6404AA84





**City of Adamsville  
Business Tax Standard License**

July 9, 2025

TWO RIVERS UTILITY LLC  
673 W MAIN ST  
ADAMSVILLE TN 38310-2200

Letter ID: L0581461696  
Expiration Date: 15-May-2026  
Return Due By: 15-Apr-2026

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1001863264 and your classification is 3. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2026. Please visit [www.tn.gov/revenue](http://www.tn.gov/revenue) for additional information.

**Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.**

**DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA**



**City of Adamsville  
Business Tax Standard License**

**This certificate must be publicly displayed.**

TWO RIVERS UTILITY LLC  
673 W MAIN ST  
ADAMSVILLE TN 38310-2200



Date Issued: 09-Jul-2025  
Classification: 3  
Letter ID: L0581461696  
License Number: 1001863264  
Expiration Date: 15-May-2026

# ROSS MCNATT, MCNAIRY COUNTY CLERK

LICENSE  
**0010509**

## STANDARD BUSINESS TAX LICENSE

Total Due: 15.00  
Cash: 20.00 Check: Check No.: Change: 5.00  
KIM WK05 Drawer: 2 Site: 1  
Work Date: 06/27/2025

DETACH THIS PORTION FOR CONFIDENTIAL FILE

### ROSS MCNATT MCNAIRY COUNTY CLERK

530 MULBERRY AVE  
SELMER, TN 38375

LICENSE  
**0010509**

## STANDARD BUSINESS TAX LICENSE

Mailing

Location

2764 TWO RIVERS UTILITY, LLC

TWO RIVERS UTILITY, LLC

673  
W MAIN ST  
ADAMSVILLE, TN 38310

673  
W MAIN ST  
ADAMSVILLE, TN 38310

CRAIG CHRESTMAN  
JOSEPH WIMBERLEY

LOCAL ACCOUNT NUMBER 2764

STATE ACCOUNT NUMBER 1001863264

TRANSACTION NUMBER \_\_\_\_\_

CLASS 03

SALES TAX NUMBER \_\_\_\_\_

ISSUE DATE 06/30/25

TAX PERIOD STARTED - 06/27/2025

PAYMENT DUE BY 4/15/2026

EXPIRATION DATE 5/15/2026

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.

DEPUTY CLERK SIGNATURE

KIM WK05 Drawer:2 Site:1

-- POST AT LOCATION OF BUSINESS --  
IF BUSINESS CLOSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE

# **EXHIBIT 6**

## **Pre-Filed Testimony of Craig Chrestman**

**PRE-FILED DIRECT TESTIMONY  
OF CRAIG CHRESTMAN**

**TWO RIVERS UTILITY, LLC**

**WITNESS INTRODUCTION**

1    **Q.     PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2    A.     My name is Craig Chrestman. My business address is 673 West Main Street, Adamsville,  
3           Tennessee 38310.

4    **Q.     PLEASE DESCRIBE TWO RIVERS UTILITY, LLC.**

5    A.     Two Rivers Utility, LLC (“Two Rivers”) is a Tennessee limited liability company with its  
6           principal place of business at 673 West Main Street, Adamsville, Tennessee 38310. Two  
7           Rivers is seeking authority to provide wastewater service to Canterbury Manor, a proposed  
8           subdivision in Fayette County. A map of this service area is attached as **Exhibit 1** is  
9           attached to the Application. Two Rivers is owned and operated by Craig Chrestman and  
10          Joey Wimberley, both of whom have extensive experience in operating, installing, and  
11          maintaining onsite wastewater systems in Tennessee.

12   **Q.     WHAT IS YOUR POSITION WITH TWO RIVERS UTILITY, LLC?**

13   A.     Two Rivers has two members, Craig Chrestman and Joey Wimberley. I co-own Two Rivers,  
14          with a 50% interest, and Mr. Wimberley owns the other 50% interest. We are responsible  
15          for the day-to-day operations and maintenance of Two Rivers. Mr. Wimberley is the  
16          President of Two Rivers, and I am the Secretary and Treasurer.

17   **Q.     PLEASE DESCRIBE YOUR AND MR. WIMBERLEY’S BACKGROUND AND**  
18          **PROFESSIONAL EXPERIENCE.**

19   A.     I am an experienced licensed professional soil scientist in Tennessee and co-owner of  
20          TruFlo Services and Consulting, LLC, a limited liability company registered to conduct

1 business in Tennessee. As recently as 2022, I served on the Board of Directors of the  
2 Tennessee Onsite Wastewater Association, and I am a member of the national Onsite  
3 Wastewater Association. As co-owner of TruFlo Services and Consulting, LLC,  
4 (“TruFlo”), I oversee staff, manage the business operations and organization, and interface  
5 with customers and government alike on specific wastewater systems for various projects.

6 Mr. Wimberley also has extensive experience in the onsite wastewater business. He  
7 is a co-owner of TruFlo, where he installs and maintains residential and commercial onsite  
8 wastewater systems, conducts day-to-day business operations, including customer relations  
9 and septic design, especially Low Pressure Pipe systems. Prior to joining TruFlo, Mr.  
10 Wimberley was the General Manager of Mid-South Septic Service, where he managed  
11 employees, conducted sales, and oversaw septic installation crews. Mr. Wimberley is also  
12 a member of the Tennessee Onsite Wastewater Association.

13 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY IN THIS CASE?**

14 A. The purpose of my testimony is to support the application filed in this case (“Application”)  
15 in which Two Rivers is requesting the Tennessee Public Utility Commission  
16 (“Commission”) to grant it a Certificate of Convenience and Necessity (“CCN”) to own  
17 and operate a wastewater system to serve the Canterbury Manor Subdivision in Fayette  
18 County, Tennessee. My testimony describes the proposed wastewater service and supports  
19 that Two Rivers’ Application is in the public interest. I will discuss the development  
20 envisioned for the proposed service area, as well as the need for the CCN so that Two  
21 Rivers can own and operate the wastewater treatment system to be constructed for the  
22 proposed development.

1           Finally, to the extent applicable, I provide the Commission information required by  
2           TPUC Rule 1220-04-13-.17(2) and other rules applicable to the Application. In this  
3           testimony, I also adopt the Application and verify that all information included therein is  
4           true and correct to the best of my information and belief.

5   **Q.   CAN YOU ELABORATE ON YOUR AND MR. WIMBERLEY’S TECHNICAL**  
6   **AND MANAGERIAL ABILITIES AND QUALIFICATIONS AS CONCERNING**  
7   **WASTEWATER TREATMENT SYSTEMS?**

8   A.   Absolutely. I have been in the wastewater system business for almost 30 years. As a  
9       licensed soil scientist, I have conducted soil mapping across Middle and West Tennessee.  
10      I also have extensive technical expertise installing onsite wastewater systems and providing  
11      guidance to owners and developers on the type and size of wastewater systems for specific  
12      properties and/or areas, including large and decentralized systems. Through my co-  
13      ownership of TruFlo, I have experience in all aspects of soil mapping and wastewater  
14      system design and installation.

15           Mr. Wimberley began his career in the wastewater system business in 2001, at Mid-  
16      South Septic Service. At Mid-South Septic Service, he conducted installation, design, and  
17      repair on septic systems and lift stations, among other duties related to onsite wastewater  
18      systems (e.g., main line cameras, sewer lining, etc.). He has continued his work at TruFlo  
19      and works especially with Low Pressure Pipe systems.

20           Mr. Wimberley and I are licensed to install every type of system allowed by law in  
21      Tennessee and are thoroughly familiar with the requirements and processes of the  
22      Tennessee Department of Environment and Conservation (“TDEC”) as they relate to septic  
23      design, installation, and approval. Our biographies that demonstrate our technical and

1 managerial capability, as well as a license to install subsurface sewage disposal systems  
2 issued by the TDEC, are attached to the Application as **Exhibit 12**.

3 **Q. CAN YOU EXPLAIN TWO RIVERS' FINANCIAL QUALIFICATIONS AS**  
4 **CONCERNING THE PROPOSED WASTEWATER TREATMENT SYSTEM?**

5 A. Two Rivers was formed to provide wastewater services to Canterbury and Manor. Two  
6 Rivers is committed to comply with the requirements of TPUC Rules 1220-04-13-.07,  
7 1220-04-13-.08, and 1220-04-13-.17(2)(e) regarding the need for wastewater utilities to  
8 demonstrate acceptable financial security. Two Rivers has secured a corporate surety bond  
9 in the form prescribed in TPUC Rule 1220-04-13-.08 and attached to the Application as  
10 **Exhibit 10**. Our successful ownership and operation of TruFlo since 2019 further  
11 demonstrates our financial qualifications and abilities. Pro forma income statements for  
12 Two Rivers for the first three (3) years of operations are attached to the Application as  
13 **Exhibit 20**. We are also submitting financial documentation from TruFlo as  
14 **CONFIDENTIAL Exhibit 21** to the Application.

15 **Q. WOULD GRANTING A CCN TO TWO RIVERS SERVE THE PUBLIC**  
16 **INTEREST?**

17 A. Yes. Two Rivers possesses the requisite managerial, technical, and financial qualifications  
18 to serve the Canterbury Manor subdivision in Fayette County. It has the resources and  
19 capability to ensure the wastewater system is appropriately operated and service is  
20 appropriately provided. Furthermore, as no other utility will provide wastewater services  
21 to Canterbury Manor, granting a CCN to Two Rivers is in the public interest. A letter from  
22 the Town of Oakland stating that it does not provide, nor does it intend to provide service  
23 to Canterbury Manor is attached to the Application as **Exhibit 9**.

1 **Q. DOES TWO RIVERS HAVE OTHER PERSONNEL QUALIFIED TO PERFORM**  
2 **THE SERVICES REQUIRED TO OPERATE AND MAINTAIN THE PROPOSED**  
3 **WASTEWATER SYSTEM?**

4 A. Yes. An organizational chart showing each officer and other key personnel is attached to  
5 the Application as **Exhibit 2**. Randy Crawford is contracted with Two Rivers as a Certified  
6 Wastewater Operator. A copy of the State Operator Certificate for the proposed wastewater  
7 system operator, Randy Crawford, is attached to the Application as **Exhibit 15**.  
8 Mr. Crawford has over 20 years of experience as a wastewater management professional,  
9 with 8 years of military experience with potable water systems and 12 years with  
10 wastewater collection and treatment.

11 **Q. PLEASE DESCRIBE THE DEVELOPMENT THAT TWO RIVERS SEEKS TO**  
12 **SERVE IN THIS APPLICATION.**

13 A. Canterbury Manor is a proposed 31.55-acre subdivision in Fayette County, Tennessee, with  
14 23 lots, and is the geographic area to be served by Two Rivers. A map of the proposed  
15 service area is attached as **Exhibit 1**. Wastewater services to Canterbury Manor will be  
16 provided through a Low Pressure Pipe (“LPP”) system. The system will consist of a septic  
17 tank effluent pump, a collection system, and the LPP subsurface sewage disposal system.  
18 The design capacity of the system is .0069 MGD, and the system will serve 23 homes. The  
19 estimated date for commencement of the system’s construction is in the September 2025  
20 timeframe. Estimated completion of system construction is two months after construction  
21 begins. The subdivision is being developed by Renaissance Development S-Corp, Inc.

22 **Q. DOES THE PROPOSED SUBDIVISION FALL WITHIN THE SERVICE AREA OF**  
23 **ANY WATER / WASTEWATER PROVIDERS?**



1 A. The Town of Oakland does not provide, nor does it intend to provide, service to Canterbury  
2 Manor.

3 **Q. WHAT IS TWO RIVERS' ROLE IN THIS PROJECT?**

4 A. While Renaissance Development S-Corp, Inc., is the developer of Canterbury Manor  
5 Subdivision and will construct the wastewater treatment assets, it does not wish to be the  
6 ongoing operator of the treatment system. For this reason, Two Rivers was asked to accept  
7 ownership of the treatment system and accept ongoing responsibility for the operation and  
8 maintenance of the system to provide wastewater services to the customers within this  
9 service area.

10 **Q. IF THE COMMISSION APPROVES THE APPLICATION, IS TWO RIVERS**  
11 **WILLING AND ABLE TO OPERATE THE WASTEWATER SYSTEM IN A**  
12 **MANNER THAT COMPLIES WITH APPLICABLE REGULATIONS?**

13 A. Yes. If the Commission grants Two Rivers the authority it seeks in the Application, Two  
14 Rivers is willing and able to operate the system in a manner that complies with applicable  
15 laws and regulations.

16 **Q. WHAT RATES, RULES, AND REGULATIONS WOULD BE IN EFFECT FOR THE**  
17 **PROPOSED SERVICE AREA?**

18 A. The proposed tariff is attached to the Application as **Exhibit 16**.

19 **Q. IS TWO RIVERS COMMITTED TO COMPLY WITH THE COMMISSION'S**  
20 **RULES AND REGULATIONS GOVERNING WASTEWATER UTILITIES?**

21 A. Yes.

22 **Q. DO YOU BELIEVE THE PROPOSED WASTEWATER SYSTEM AND SERVICE**  
23 **IS IN THE PUBLIC INTEREST?**

1 A. Yes. I believe Two River's proposed wastewater system and service to the Canterbury  
2 Manor Subdivision in Fayette County, Tennessee would be consistent with and would  
3 promote the public interest. Two Rivers is fully qualified to own and operate the system  
4 and to provide safe, reliable, and adequate service.

5 **Q. IS TWO RIVERS AWARE OF THE REQUIREMENT OF RULE 1220-04-13-.09(7)**  
6 **CONCERNING THE COMPLETION OF THE CONSTRUCTION OF THE**  
7 **WASTEWATER SYSTEM WITHIN THREE (3) YEARS OF TPUC'S WRITTEN**  
8 **APPROVAL OF THE CCN?**

9 A. Yes.

10 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

11 A. Yes, it does.

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION  
NASHVILLE, TENNESSEE

APPLICATION OF TWO RIVERS  
UTILITY, LLC FOR A CERTIFICATE  
OF PUBLIC CONVENIENCE AND  
NECESSITY

)  
)  
)  
)

DOCKET NO. 25-\_\_\_\_\_

---

VERIFICATION

---

STATE OF Tennessee )  
COUNTY OF McNairy )

I, Craig Chrestman, being duly sworn, state that I am authorized to testify on behalf of Two Rivers Utility, LLC in the above-referenced docket, that if present before the Commission and duly sworn, my testimony would be as set forth in my pre-filed testimony in this matter, and that my testimony herein is true and correct to the best of my knowledge, information, and belief.

Craig Chrestman  
CRAIG CHRESTMAN

Sworn to and subscribed before me  
this 16<sup>th</sup> day of Aug, 2025.

Jaime N Wilkerson  
Notary Public

My Commission Expires: 3-18-2029



# **EXHIBIT 7**

## **Affidavit of Craig Chrestman**

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION  
NASHVILLE, TENNESSEE**

IN RE:

APPLICATION OF TWO RIVERS  
UTILITY, LLC FOR A CERTIFICATE  
OF PUBLIC CONVENIENCE AND  
NECESSITY

DOCKET NO. 25-\_\_\_\_\_

---

**AFFIDAVIT OF CRAIG CHRESTMAN**

---

STATE OF TENNESSEE )

COUNTY OF McNairy )


I, Craig Chrestman, having been duly sworn in accordance with the law, state as follows.

1. I, Craig Chrestman, do hereby attest to being co-owner of Two Rivers Utility, LLC ("Two Rivers"). I am authorized to make this affidavit on behalf of Two Rivers.

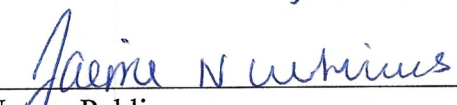
2. I am familiar with and knowledgeable about the Application submitted in the above-captioned matter. I have submitted Direct Testimony in support of the Application.

3. All information submitted concerning the Application in the above-captioned matter is true and correct to the best of my knowledge and belief.

**FURTHER AFFIANT SAYETH NOT.**

  
\_\_\_\_\_  
Craig Chrestman

Sworn to and subscribed before me this  
6th day of Aug, 2025.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3-18-2029



## **EXHIBIT 8**

### **Service Request Letter from Developer**



RENAISSANCE, LLC

December 5, 2024

Mr. Craig Chrestman  
Two Rivers Utilities

**RE: CANTERBURY MANOR WASTEWATER SERVICE REQUEST**

Mr. Chrestman:

Renaissance Development S-Corp would like to request that Two Rivers Utilities provide wastewater service for Phase 3 and future phases of Canterbury Manor in unincorporated Fayette County south of Highway 64 and west of Highway 196. 11.90 acres will be deeded to Two Rivers Utilities for the approved decentralized LPP System (SOP-24015) as per the approved plat for Canterbury Manor Phase 3.

The estimated construction cost for the system is approximately \$320,000.00. Construction is anticipated to begin May 2025 and will take approximately 2 months to complete. A performance bond for the SOP has been acquired and is attached.

Regards,

Douglas Swink

3157 Highway 64, Suite 200 - Eads, TN 38028 - Ph: 901.466.4101 - Fax: 901.466.4104

[www.Renaissance-Company.com](http://www.Renaissance-Company.com)

July 31, 2025

**RENAISSANCE DEVELOPMENTS LLC  
3157 HIGHWAY 64 STE 200 STE 200  
EADS, TN 38028-3325**

Dear **RENAISSANCE DEVELOPMENTS LLC**,

We are pleased to present you with this Contract Bond.

Our agency has reviewed your current need for Performance, Payment and Maintenance Bonds based on the information you have provided to us regarding the contract you have been awarded. The premium based on the contract amount is **\$4,477.00**. This premium was developed using the estimated job cost and rates from Auto-Owners Insurance Company, a company we trust and who has earned our confidence.

Carefully review our information summary to make sure your bond is correct.

Auto-Owners Insurance Group has the financial strength to be ranked among the leaders in the industry for financial security. Rated A+ (Superior) by the insurance industry credit rating agency AM Best, their financial strength is your security should a loss occur.

Please contact our agency for all your bond and insurance needs. We are here to answer any questions regarding this bond or any other items you may wish to discuss.

Thank you for looking to THE INSURANCE AGENCY for help with your bond needs. We look forward to being of assistance to you.

Sincerely,

**WILLIAM P FUSSELL  
THE INSURANCE AGENCY**



DATE AND ATTACH TO ORIGINAL BOND  
**AUTO-OWNERS (MUTUAL) INSURANCE COMPANY**

LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. 66457214

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 22nd day of December, 2023.

*Brandi Holly*

Brandi Holly

Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 22nd day of December, 2023, before me personally came Brandi Holly, to me known, who being duly sworn, did depose and say that they are Brandi Holly, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires January 26th, 2029.

*Jeffrey P. Many*  
Jeffrey P. Many

Notary Public



STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 31st day of July, 2025.

*William F. Woodbury*  
William F. Woodbury, First Vice President, Secretary and General Counsel



# Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

## CONTRACT BOND APPLICATION (One-Time Bonds Only)

Fax Number: 1-517-327-4827  
 Phone Number: 1-800-445-4185 X52570 (MI ONLY)  
 1-800-346-0346 X52570 (ALL OTHERS)  
contractbonds.und@aoins.com

### AGENCY INFORMATION

Agency Name: THE INSURANCE AGENCY Agency Code: 19-0208-00Producer Name: WILLIAM P FUSSELL Producer Code: \_\_\_\_\_Does the agency have Power of Attorney with Auto-Owners? \_\_\_\_\_ ☒ Yes ☐ No

Bond Type: ☒ Quick Contract Bond ☐ School Bus Bond  
 If this is a renewal, what is the bond number? \_\_\_\_\_

### APPLICANT INFORMATION

Entity Type: ☐ Corporation ☐ Joint Venture ☒ LLC ☐ Partnership ☐ IndividualCompany Name: RENAISSANCE DEVELOPMENTS LLCCompany Mailing Address: 3157 HIGHWAY 64 STE 200, STE 200, EADS, TN 38028-3325Company Premises Address: 3157 HIGHWAY 64 STE 200, STE 200, EADS, TN 38028-3325

E-mail Address: \_\_\_\_\_ Website Address: \_\_\_\_\_

Phone Number: (901) 466-4104 FEIN: \*\*\_\*\*\*9256 State of Incorporation: \_\_\_\_\_Type of Work (Electric, Plumbing, Etc.): SEWERS & SEPTIC TANKSHow many years of experience does the contractor have in this type of work? 25What is the monetary value of the largest job completed in the past five years? \$750,000.00What is the total cost to complete your company's work in progress? \$250,000.00Has your company ever been bonded for Bid or Performance & Payment Bonds? \_\_\_\_\_ ☒ Yes ☐ NoIf yes, by what surety company? AUTO-OWNERS INSURANCE COMPANY

What is your reason for changing surety companies? \_\_\_\_\_

Has your company been declined for Bid or Performance & Payment Bonds in the past five years? \_\_\_\_\_ ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

If the Applicant has a general liability policy with Auto-Owners, what is the policy number? \_\_\_\_\_

**BOND INFORMATION****JOB INFORMATION**

DOES THE OBLIGEE REQUIRE THEIR OWN BOND FORM? ..... ☐ Yes ☒ No  
IF YES, PLEASE ATTACH A COPY.

Obligee Name: TWO RIVERS UTILITY LLC

Obligee Address: 673 W MAIN ST, ADAMSVILLE, TN 38310-2200

Obligee Phone Number: ..... Obligee Fax Number: .....

Job Description: SANITARY SEWER

Physical Address of Job: CANTERBURY MANOR PHASE 3 EADS TN 38028

Has your company previously operated in this state? ..... ☒ Yes ☐ No

Start Date: 08/01/2025 Completion Date: 06/01/2026 Percentage of work subcontracted out: 0.0%

Liquidated Damages: \$0 Maintenance Period: 06/01/2027

For which sector will this job be performed (Federal, Public or Private): Private

**BID BOND**

Bid Date: ..... Bid Amount: ..... Percentage of Bid: 0

Invitation Number (if Federal): .....

**PERFORMANCE AND PAYMENT BOND**

Contract Price: \$162,815.00 Contract Date: 07/31/2025 Contract Number (if Federal): .....

Was this job negotiated or bid? Negotiated If it was bid, who were the next two lowest bidders and what were the bid amounts?

1. .... \$ .....

2. .... \$ .....

**SCHOOL BUS BOND**

Bond Amount: ..... Term: ..... to .....

Route Number: ..... Personal Net Worth: .....

**INDEMNITOR INFORMATION**1. Name: DOUGLAS SWINKMailing Address: 3157 HIGHWAY 64 STE 200, STE 200, EADS, TN 38028-3325Email Address: \_\_\_\_\_ Social Security Number: \*\*\*-\*\*-8930Phone Number: \_\_\_\_\_ Business Ownership Percentage: 50.0%Marital Status: MARRIED Title: MEMBERName of Spouse: KRISTIE SWINK  
(Spouse must sign the indemnity agreement.) Spouse's Social Security Number: \_\_\_\_\_

Spouse's Phone Number: \_\_\_\_\_ Spouse's Email Address: \_\_\_\_\_

2. Name: NICK CLARKMailing Address: 5101 WHEELIS DR STE 110, STE 200, MEMPHIS, TN 38117-4533Email Address: \_\_\_\_\_ Social Security Number: \*\*\*-\*\*-1261Phone Number: \_\_\_\_\_ Business Ownership Percentage: 25.0%Marital Status: MARRIED Title: MEMBERName of Spouse: JO ANN CLARK  
(Spouse must sign the indemnity agreement.) Spouse's Social Security Number: \_\_\_\_\_

Spouse's Phone Number: \_\_\_\_\_ Spouse's Email Address: \_\_\_\_\_

3. Name: GEORGE B CLARKMailing Address: 5101 WHEELIS DR STE 110, STE 200, MEMPHIS, TN 38117-4533Email Address: \_\_\_\_\_ Social Security Number: \*\*\*-\*\*-5584Phone Number: \_\_\_\_\_ Business Ownership Percentage: 25.0%Marital Status: MARRIED Title: MEMBERName of Spouse: KIM CLARK  
(Spouse must sign the indemnity agreement.) Spouse's Social Security Number: \_\_\_\_\_

Spouse's Phone Number: \_\_\_\_\_ Spouse's Email Address: \_\_\_\_\_

**GENERAL COMMENTS****NOTICE TO APPLICANT**

The undersigned applicant and indemnitors hereby request Auto-Owners Insurance Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree.

**FRAUD STATEMENTS**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**ALABAMA only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**ARKANSAS only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**COLORADO only:** It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**FLORIDA only:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**KANSAS only:** A fraudulent insurance act is an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

**KENTUCKY only:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**OHIO only:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**PENNSYLVANIA only:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**TENNESSEE only:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**VIRGINIA only:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

## INDEMNITY AGREEMENT

The undersigned does or do hereby represent that the statements made herein as an inducement to the Company to execute or procure the bond or bonds herein applied for, are true, and should the Company execute or procure said bond or bonds, does or do hereby agree, for the undersigned, the heirs, personal representatives and assigns of the undersigned, jointly and severally, as follows:

**First**, to pay to the Company, in advance, the original and renewal premium, computed at the rates filed and in force at the time the above applied for is executed until the undersigned shall deliver to the Company, at its Home Office in Lansing, Michigan, written evidence, satisfactory to the Company, of its discharge from such liability;

**Second**, to indemnify the Company against all loss, costs, damages, expenses and attorney's fees whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing of said bond or bonds, or any of them, in making any investigation on account thereof, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained;

**Third**, that the Company shall have the right, and is hereby authorized but not required:

(a) In the event of any abandonment or forfeiture of the contract guaranteed by said contract bond or of any breach of said contract bond, to take possession of the work under said contract, and at the expense of the undersigned to complete, or to contract for the completion of, the same or to consent to the re-letting or completion thereof by the Oblige in said contract bond;

(b) To adjust, settle or compromise any claim, demand, suit, or judgment upon said bond or bonds, or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Company, at the time of such request, cash or collateral satisfactory to it in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs and attorney's fees;

(c) To fill up any blanks left herein, and to correct any errors in the description of said bond or bonds, or any of them, or in said premium or premiums, it being hereby agreed that such insertions or corrections when so made, shall be prima facie correct;

**Fourth**, to assign, transfer and set over, and does or do hereby assign, transfer and set over to the Company, as collateral, to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, such assignment to become effective as of the date of said contract bond but only in event of

(1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them, or of any other bond or bonds executed or procured by the Company on behalf of the undersigned; or

(2) of any breach of the agreements herein contained; or

(3) of the default in discharging such other indebtedness or liabilities when due; or

(4) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not;

(5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment, plant, tools or material referred to the following paragraph; or

(6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony, if the undersigned be an individual:

(a) All the right, title and interests of the undersigned in and to all sub-contracts let or to be let in connection with said contract and in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site of said work or elsewhere, for the purpose thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site;

(b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications changes or alterations thereof or additions thereto, or in, or growing in any manner out of, said bond or bonds, or any of them;

(c) All actions, causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any sub-contractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of said contract;

(d) Any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of such abandonment, forfeiture or breach, or that thereafter may become due;

**Fifth**, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits, and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not;

**Sixth**, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorney's fees, claims, demands, suits, and judgments as aforesaid, and itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company;

**Seventh**, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states;

**Eighth**, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person of company joining with the Company in executing said bond or bonds, or any of them or executing, at the request of the Company said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon;

**Ninth**, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising;

**Tenth**, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed;

**Eleventh**, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and if it shall execute said proposal bond shall have the right to decline to execute any or all of the other bonds herein applied for.

#### COMPANY INDEMNITORS (REQUIRED SIGNATURES)

**IMPORTANT: All owners, officers, partners and members must sign below on behalf of the company.**

Signed this 31st day of JULY, 2025.

1. DOUGLAS SWINK, Member  
 3. GEORGE B CLARK, Member

2. NICK CLARK, Member  
 4. \_\_\_\_\_

#### PERSONAL INDEMNITORS (REQUIRED SIGNATURES)

**IMPORTANT: All owners, officers, partners, members and their spouses must sign below.**

Signed this 31st day of JULY, 2025.

1. Douglas C Swink 07/31/25  
 DOUGLAS SWINK  
 3. Nicholas G. Clark 07/31/25  
 NICK CLARK  
 5. George B. Clark 07/31/25  
 GEORGE B CLARK

2. Kristie Swink 07/31/25  
 KRISTIE SWINK  
 4. Jo Anne Clark 07/31/25  
 JO ANNE CLARK  
 6. Kim Clark 08/01/25  
 KIM CLARK

#### PROXY DESIGNATION

I designate J.P. Whisnant, A.O. Dean, and A.L. Lindemeyer, and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Applicant's Signature and Date: \_\_\_\_\_

**Fifth**, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits, and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not;

**Sixth**, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorney's fees, claims, demands, suits, and judgments as aforesaid, and itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company;

**Seventh**, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states;

**Eighth**, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person of company joining with the Company in executing said bond or bonds, or any of them or executing, at the request of the Company said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon;

**Ninth**, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising;

**Tenth**, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed;

**Eleventh**, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and if it shall execute said proposal bond shall have the right to decline to execute any or all of the other bonds herein applied for.

#### COMPANY INDEMNITORS (REQUIRED SIGNATURES)

**IMPORTANT: All owners, officers, partners and members must sign below on behalf of the company.**

Signed this 31st day of JULY, 2025.

1. DOUGLAS SWINK, Member

2. NICK CLARK, Member

3. GEORGE B CLARK, Member

4. \_\_\_\_\_

#### PERSONAL INDEMNITORS (REQUIRED SIGNATURES)

**IMPORTANT: All owners, officers, partners, members and their spouses must sign below.**

Signed this 31st day of JULY, 2025.

1. DOUGLAS SWINK

2. KRISTIE SWINK

3. NICK CLARK

4. JO ANN CLARK

5. GEORGE B CLARK

6. KIM CLARK

#### PROXY DESIGNATION

I designate J.P. Whisnant, A.O. Dean, and A.L. Lindemeyer, and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Applicant's Signature and Date: \_\_\_\_\_



**LABOR & MATERIAL PAYMENT BOND**

**NOTE:** This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract.

**KNOW ALL MEN BY THESE PRESENTS:**

That we, RENAISSANCE DEVELOPMENTS LLC of 3157 HIGHWAY 64 STE 200 EADS, TN 38028-3325, as Principal, hereinafter called Principal, and Auto-Owners (Mutual) Insurance Company, of Lansing, Michigan, as Surety, hereinafter called Surety, are held and firmly bound unto TWO RIVERS UTILITY LLC, 673 W MAIN ST, ADAMSVILLE TN 38310-2200, as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of one hundred sixty two thousand eight hundred fifteen and xx/100 Dollars (\$162,815.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has by written agreement dated 31st day of July, 2025, entered into a contract with Owner for SANITARY SEWER, in accordance with drawings and specifications prepared by \_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall promptly make payment to all claims as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material or both, used or reasonably required for use in the performance of, and directly applicable to, this contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant is herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant,

Unless claimant shall have given written notice to any two of the following: The Principal, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

After the expiration of one (1) year following the date on which Principal ceased work on said contract.

Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

**SIGNED AND SEALED** this 31ST day of JULY, 2025.

RENAISSANCE DEVELOPMENTS LLC

Principal

By \_\_\_\_\_

Auto-Owners (Mutual) Insurance Company

Surety



By \_\_\_\_\_

Niki Conway

Attorney-in-Fact

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, RENAISSANCE DEVELOPMENTS LLC of 3157 HIGHWAY 64 STE 200 EADS, TN 38028-3325 as Principal, hereinafter called Contractor, and Auto-Owners (Mutual) Insurance Company of Lansing, Michigan, as Surety, hereinafter called Surety, are held and firmly bound unto TWO RIVERS UTILITY LLC, 673 W MAIN ST, ADAMSVILLE TN 38310-2200, as Obligee, hereinafter called Owner, in the amount of one hundred sixty two thousand eight hundred fifteen and xx/100 Dollars (\$162,815.00), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor has by written agreement dated the 31st day of July, 2025, entered into a contract with Owner for SANITARY SEWER, in accordance with drawings and specifications prepared by \_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for submission to Owner for completing the contract in accordance with its terms and conditions, upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

**SIGNED AND SEALED** this 31ST day of JULY, 2025.

RENAISSANCE DEVELOPMENTS LLC

Principal

By \_\_\_\_\_



Auto-Owners (Mutual) Insurance Company

Surety

By \_\_\_\_\_

Niki Conway

Attorney-in-Fact



**MAINTENANCE BOND**

**KNOW ALL BY THESE PRESENTS**, that we, RENAISSANCE DEVELOPMENTS LLC 3157 HIGHWAY 64 STE 200 EADS, TN 38028-3325 (hereinafter called the Principal), as Principal, and Auto-Owners (Mutual) Insurance Company, a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of TENNESSEE, (hereinafter called the Surety), are held and firmly bound unto TWO RIVERS UTILITY LLC, 673 W MAIN ST, ADAMSVILLE TN 38310-2200 (hereinafter called the Obligee), in the full and just sum of one hundred sixty two thousand eight hundred fifteen and xx/100 (\$162,815.00) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS**, the Principal has entered into a contract with the said Obligee, dated the 31st day of July, 2025 for SANITARY SEWER which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

**WHEREAS**, said contract has been completed, and was approved on the 31st day of July, 2025.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of twelve months following completion of the contract, then this obligation shall be void, otherwise to remain in full force and effect, provided, however, any additional warranty or guarantee, whether expressed or implied, is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

**SIGNED AND SEALED** this 31ST day of JULY, 2025.

By [Signature] \_\_\_\_\_  
Witness

By [Signature] \_\_\_\_\_  
RENAISSANCE DEVELOPMENTS LLC Principal  
Member \_\_\_\_\_  
Title

Auto-Owners (Mutual) Insurance Company



[Signature] \_\_\_\_\_  
Susan E. Theisen Witness

By [Signature] \_\_\_\_\_  
Niki Conway Attorney-in-Fact



Bond Number 66457214

**ACKNOWLEDGEMENT BY SURETY**

STATE OF MICHIGAN

County of Eaton

On this 31ST day of JULY, 2025, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners (Mutual) Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



  
Jeffrey P. Many

Notary Public in the State of Michigan  
County of Ingham

**JEFFREY P MANY**  
**NOTARY PUBLIC-STATE OF MICHIGAN**  
**COUNTY INGHAM**  
My Commission Expires Jan 26, 2028  
Acting in the County of \_\_\_\_\_

## NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

### Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting [www.auto-owners.com](http://www.auto-owners.com), and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy).

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to [www.auto-owners.com](http://www.auto-owners.com). The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

### Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

## **How Long We Retain Your Information**

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

## **Changes to the Privacy Policy**

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy) or by contacting us.

## **Contact Us**

Auto-Owners Insurance Company  
Phone: 844-359-4595 (toll free)  
Email: [privacyrequest@aoins.com](mailto:privacyrequest@aoins.com)

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

# ***Auto-Owners*** **INSURANCE**

LIFE • HOME • CAR • BUSINESS

Date: **07/31/2025**

CLIENT:

**RENAISSANCE DEVELOPMENTS LLC  
3157 HIGHWAY 64 STE 200 STE 200  
EADS, TN 38028-3325**

## **Bonds Receipt**

Agency Code: **19-0208-00**

AGENCY:

**THE INSURANCE AGENCY  
2735 HIGHWAY 64 STE 105  
EADS, TN 380283333  
(901) 465-4212**

---

Policy Number: **66457214**

Transaction Number: **09860**

Billing Account Number: **103507936**

Submission Date: **07/31/2025**

Policy Term: **07/31/2025 to 06/01/2026**

Company Bill Option: **Full Pay**

Total Premium: **\$4,477.00**

Deposit Amount: **\$4,477.00**

Payment Method: **Agency Sweep**

Premium is subject to change based on Underwriting Review

Agent's Signature: \_\_\_\_\_

## **EXHIBIT 9**

### **No Provision of Service Letter from Town of Oakland**



# TOWN OF OAKLAND

170 DOSS CIRCLE  
P.O BOX 56  
OAKLAND, TENNESSEE 38060  
PHONE (901) 465-8523 FAX (901) 465-1883



September 24th, 2024

Re: Canterbury Estates Sewer Infrastructure

To Whom it may concern:

The Town of Oakland does not provide wastewater services to the area where Canterbury Estates is located, nor does the Town intend to provide wastewater services to the area in the future.

Signed,

Alan Blake Coker  
Wastewater Director

# **EXHIBIT 10**

## **Surety Bond**



## BOND

(License or Permit - Continuous)

Bond No. 108337347

WE, Two Rivers Utility, LLC as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of Connecticut and authorized to do business in the State of TENNESSEE, as Surety, are held and firmly bound unto Tennessee Public Utility Commission, as Obligee, in the penal sum of Twenty Thousand Dollars (\$20,000.00), for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a license or permit for Wastewater Utility.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on August 26, 2025.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this August 26, 2025.

Two Rivers Utility, LLC

By: 

Principal

Travelers Casualty and Surety Company of America

By: 

CHARLES A STOGNER

Attorney-in-fact



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**  
**Farmington Casualty Company**

**POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **CHARLES A STOGNER** of **MEMPHIS, TN** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond or undertaking, and any riders thereto:

**Surety Bond No.: 108337347**

**Principal: Two Rivers Utility, LLC**

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

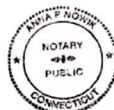
City of Hartford ss.

By:   
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26 day of August, 2025.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

# **EXHIBIT 11**

**Signed Plat for Canterbury Manor**



CURVE TABLE				
CURVE	RADIUS	ARC	CHORD	CHORD BROW
C1	250.00'	50.76"	50.67'	S60°23'49"E
C2	720.00'	250.27'	249.01'	S77°26'25"E
C3	720.00'	404.04'	398.76'	N71°19'17"W
C4	780.00'	437.71'	431.99'	S71°19'17"E
C5	780.00'	61.47'	61.46'	N85°08'23"E



- NOTES:**
1. Plot prepared for Renaissance Development Company, III and Renaissance Development, S-Corp, Inc.
  2. A portion of the property is located in Zone AE (Flooded) and Zone X (Shaded) (Area of 0.25 annual chance flood (previously referred to as Floodplain)) which is a Special Flood Hazard Area per Flood Insurance Rate Map, Map No. 470470280C, Community Panel No. 470352 0280 C, (Effective Date: November 5, 2008).
- The limits of Zone AE and Zone X (Shaded), as shown herein, were scaled onto this plot from Flood Insurance Rate Map, Map No. 470470280C, Community Panel No. 470352 0280 C, (Effective Date: November 5, 2008).

**DESCRIPTION: SUBDIVISION**  
Description of the Renaissance Development Company, S-Corp, Inc. property recorded in Inst. No. 16006266 and part of the Renaissance Development Company II property recorded in Inst. No. 08004582, located in Civil District No. 7, in Fayette County, Tennessee.

[illegible]

All bearings are based on the Tennessee Coordinate System of 1983.

**DESCRIPTION: SEPTIC AREA**  
Description of part of the Donald Bruce Anderson and Frances Anderson McDaniel property recorded in Inst. No. 13002584, as described in Book 72, Page 252, located in Civil District No. 7 in Fayette County, Tennessee:

[illegible]

All bearings are based on the Tennessee Coordinate System of 1953.

**DESCRIPTION: INGRESS/EGRESS EASEMENT**  
Description of part of the Donald Bruce Anderson and Frances Anderson McDaniel property recorded in Inst. No. 13002584, as described in Book 72, Page 252, located in Civil District No. 7 in Fayette County, Tennessee:

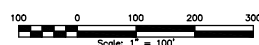
beginning of the northwest terminus of Presbury Parkway (60° R.O.W.; there South 34 degrees 45 minutes 16 seconds West along the western boundary of the property, 100.00 feet to the northwest terminus of the southwest terminus of said Presbury Parkway and the 50° North line of Canterbury Manor, Phase II recorded in P.B. & B. 196, Lot 50 of the Canterbury Manor, Phase II, 151.89 feet to the northwest terminus of the north line of the Renaissance Development Company II property, 151.89 feet to the northwest terminus of the north line of Presbury Parkway (60° North); the following points: North 55 degrees 14 minutes 44 seconds West, 254.72 feet to a point; along a tangent curve to the left with a radius of 785.00 feet, 151.89 feet to the northwest terminus of North 71 degrees 19 minutes 17 seconds West and a chord distance of 388.76 feet to a point North 87 degrees 23 minutes 51 seconds West, 151.89 feet to the northwest terminus of the north line of the Renaissance Development Company II property, 151.89 feet to the northwest terminus of the north line of Presbury Parkway (60° North); as described in Book 72, Page 252 the following points: North 55 degrees 14 minutes 44 seconds West, 254.72 feet to a point; North 87 degrees 23 minutes 51 seconds East, 151.89 feet to a point; along a tangent curve to the right with a radius of 785.00 feet, an arc length of 151.89 feet to the northwest terminus of the north line of the Renaissance Development Company II property, 151.89 feet to the northwest terminus of the north line of Presbury Parkway (60° North); East and a chord distance of 431.99 feet to a point South 85 degrees 14 minutes 44 seconds West, 254.72 feet to the point (60° R.O.W.) and containing 1.28 acres of land.

All bearings are based on the Tennessee Coordinate System of 1983.

RENAISSANCE  
DEVELOPMENT  
COMPANY,  
S-CORP, INC  
INST. NO. 16006266

(RESIDUE)  
DONALD BRUCE ANDERSON  
AND  
FRANCES ANDERSON McDANIEL  
INST. NO. 13002584  
AS DESCRIBED IN  
BOOK 72, PAGE 252

## SCHEMATIC LAYOUT



**OWNER:**  
RENAISSANCE DEVELOPMENT COMPANY III &  
RENAISSANCE DEVELOPMENT S-CORP, INC.  
3157 HWY 64, STE 200  
EADS, TN 38028



PRELIMINARY PLAT  
**Canterbury  
Manor**  
PHASE 3

BEING THE  
RENAISSANCE DEVELOPMENT S-CORP, INC.  
PROPERTY  
RECORDED IN  
INST. No. 16006266  
(MAP 102, PARCEL 012.65)  
AND  
PART OF THE  
RENAISSANCE DEVELOPMENT COMPANY III  
PROPERTY  
RECORDED IN  
INST. No. 08004582  
(MAP 102, REMAINDER OF PARCEL 012.00)  
EXISTING & PROPOSED ZONING: R-3  
23 LOTS - TOTAL ACRES: 31.55 ACRES  
CIVIL DISTRICT No. 7  
FAYETTE, TENNESSEE  
DATE: AUGUST 15, 2024

PLAT PREPARED BY:  
**OLLAR**  
SURVEYING COMPANY, LLC  
3157 Hwy 64, Ste. 250 - Eads, TN 38021  
TEL: 615-888-0000 FAX: 615-888-0001

## **EXHIBIT 12**

### **Officer Biographies and System Installer License**

Joey Wimberley  
Two Rivers Utility LLC.

**\*\*2001-2018 Mid South Septic Service- General Manager\*\***

(Responsibilities)

Day to day operations

Manager of 15 employees

Sales

Hiring and Firing

Customer Relations

Company representative residential and commercial such as:

-U.S. Navy Millington Tn

-Buckeye Industries Memphis Tn

-Kellogg Memphis Tn

-Shelby County Engineers

-Cities of Arlington, Bartlett, Collierville, Oakland, Mason, Rossville, Lakeland Tn.

**Experience:**

Septic system installation, design, repair

Lift station installation and repair

Sewer work including pump trucks, jetters, Main line cameras, Sewer lining, etc.

**\*\*2019 – current TruFlo Services and Consulting LLC. Co-Owner\*\***

Member of T.O.W.A.

Work daily with T.D.E.C. ,Shelby County Health Department and Shelby County Code Enforcement



Installation and Maintenance of residential and commercial septic system

Day to day operations

Sales

Customer Relations

Septic Design

Managing of installation crews

Overseeing multiple large man camp septic systems for blue oval workers

System sizes

126 campers 6600 feet of LPP

125 campers 6000 feet of LPP

67 campers 2800 feet of LPP

17 campers 2200 feet of conventional

In the process of a 13000 feet LPP installation

Perform septic inspections on existing systems

Lift station maintenance (pumps/controls)

Craig Chrestman

## Two Rivers Utility LLC

1996-2001 Environmental Specialist TDEC Jackson Field office

Responsibilities – Provide High Intensity and Extra-High Intensity soil maps for residential and commercial sites for onsite wastewater applications. Provide technical guidance to owners and developers for type and size of onsite wastewater systems for specific properties and areas. Provide technical assistance to private and governmental agencies for onsite wastewater systems for large and decentralized systems.

2001-present

Licensed Professional Soil Scientist

Self Employed soil scientist practicing in soil mapping in West and Middle Tennessee.

Responsibilities – Same as above. Maintaining records for business and accounting, along with other administrative duties. Providing guidance for decentralized treatment owners and developers, to include soil related information.

2007-2012

Certified Erosion Control specialist

Approved by TDEC to provide erosion control design and implementation of erosion prevention practices for developers. Implementation of erosion control as designed per permits from TDEC.

2019 – present

Co-Owner TruFlo Services and Consulting LLC

Responsibilities – installing and maintaining residential and commercial onsite wastewater disposal systems. Advising private persons and governmental agencies on size and type of wastewater systems for various projects according to site capabilities. Administrative duties associated with company ownership. Coordinating subcontractors for various projects, including commercial campgrounds.

2008 – present

Member Tennessee Onsite Wastewater Association. Board of Directors 2019-2022.  
Member National Onsite Wastewater Association.

Maintenance provider for Drip irrigation systems in TN. Providing drip irrigation design and quarterly maintenance for residential systems in West TN.

TruFlo Services and Consulting is currently licensed in, and have installed, every type of onsite disposal system permitted in Tennessee Regulations. We have installed and currently maintain multiple large LPP systems for commercial campgrounds, churches, and large businesses in West TN. We work daily with TDEC and design engineers to provide high quality onsite wastewater services to our customers.

# **EXHIBIT 13**

## **Proof of Contractor Documentation**



STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF WATER RESOURCES  
PERMIT FOR 2025

SUBSURFACE SEWAGE DISPOSAL SYSTEM INSTALLER

Permit Number  
12966

TruFlo Services and Consulting LLC  
673 west main  
Adamsville, Tn 38310

Is Hereby Granted Permission To Install The Following Types Of  
Subsurface Sewage Disposal Systems:

Permit Type: **CLMOD**

Legend:

Conventional (includes chamber, EPS and gravelless pipe) - {C}; Drip - {D};  
Low Pressure Pipe - {L}; Mound - {M}; Oxidation Lagoon - {O}

By The Tennessee Department Of Environment And Conservation  
In Accordance With The Provision Of Rule 0400-48-01 of The  
Regulations To Govern Subsurface Sewage Disposal Systems As  
Authorized By Tennessee Code Annotated 68-221-403(a)(7).

\_\_\_\_\_(for)\_\_\_\_\_  
Brad Harris, Manager Land Based Systems

This permit is good until suspended or revoked by the Tennessee  
Department of Environment and Conservation and automatically  
expires on December 31, 2025. This permit is not transferable  
or assignable.



**STATE OF TENNESSEE  
DEPARTMENT OF ENVIRONMENT AND CONSERVATION  
DIVISION OF WATER RESOURCES  
PERMIT FOR 2025**

**SUBSURFACE SEWAGE DISPOSAL SYSTEM INSTALLER**

**Permit Number**

129666

TruFlo Services and Consulting LLC  
673 west main  
Adamsville, Tn 38310

Is Hereby Granted Permission To Install The Following Types Of  
Subsurface Sewage Disposal Systems:

Permit Type: **CLMOD**

Legend: Conventional (includes chamber, EPS and gravelless pipe) - {C}; Drip - {D};  
Low Pressure Pipe - {L}; Mound - {M}; Oxidation Lagoon - {O}

By The Tennessee Department Of Environment And Conservation  
In Accordance With The Provision Of Rule 0400-48-01 of The  
Regulations To Govern Subsurface Sewage Disposal Systems As  
Authorized By Tennessee Code Annotated 68-221-403(a)(7).

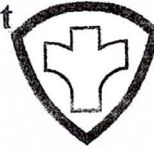
(for)

Brad Harris, Manager Land Based Systems

This permit is good until suspended or revoked by the Tennessee  
Department of Environment and Conservation and automatically  
expires on December 31, 2025. This permit is not transferable  
or assignable.



**Shelby County Health Department**  
\*1826 Sycamore View Road\*  
Pollution Control-Water Quality Branch  
Septic Tank Program



**Public Health**  
Prevent. Promote. Protect.

**SUBSURFACE SEWAGE DISPOSAL SYSTEM INSTALLER PERMIT**

Permit Number: SI-025-12966

Joey Wimberley

(Owner)

TRUFLO SERVICES AND CONSULTING, LLC

(Name of Business)

673 W. Main St. Adamsville, TN 38310

(Business Address)

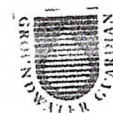
Is Hereby Granted Permission to Install The Following Types of Subsurface Sewage Disposal Systems:

Conventional	<u>X</u>
Low Pressure Pipe	<u>X</u>
Mound	<u>X</u>
Drip	<u>X</u>
Other (specify)	<u>X Oxidation Lagoon</u>

Issued this 7<sup>th</sup> day of February 2025

Sonja Owens – Operations Manager

This permit is good until suspended or revoked by the Health Department and automatically becomes invalid on **January 1, 2026**. This permit is not transferable or assignable.



*"Protecting our most valuable resource-Water"*

# **EXHIBIT 14**

## **Draft State Operating Permit**





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

Davy Crockett Tower, 9<sup>th</sup> Floor  
500 James Robertson Parkway  
Nashville, Tennessee 37243

July 22, 2024

Mr. Douglas Swink  
Manger  
Renaissance Development S-Corp Inc.  
e-copy: dswink@rendevco.net  
3157 HIGHWAY 64  
STE 200  
EADS, TN 38028

Subject: **Draft of State Operating Permit No. SOP-24015**  
**Renaissance Development S-Corp, Inc.**  
**Canterbury Manor Phase - 3**  
**Oakland, Fayette County, Tennessee**

Mr. Swink,

Enclosed please find one copy of the draft state operating permit SOP-24015, which the Division of Water Resources (the Division) proposes to issue. The issuance of this permit is contingent upon your meeting all of the requirements of the Tennessee Water Quality Control Act and the rules and regulations of the Tennessee Water Quality, Oil and Gas Board.

TDEC's approval of this land application waste treatment system shall not be construed as creating a presumption of correct operation nor as warranting by the commissioner that the approved facilities will reach the designated goals. T.C.A. § 69-3-108(i). Similarly, TDEC's issuance of a state operating permit in no way guarantees that this land application system will function properly. Notwithstanding these approvals, owners and operators are required to ensure that operation of this system does not result in pollution of waters of the state, including groundwater.

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

If you have questions, please contact the Memphis EFO at 1-888-891-TDEC; or, at this office, please contact Bryan Pope at (931) 224-3098 or by E-mail at *bryan.pope@tn.gov*.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Harris", with a stylized flourish at the end.

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

Enclosure

cc: Permit File  
Memphis Environmental Field Office (EFO)  
Bob Conrad , President/ Owner, Mid South Engineering Consultants LLC,  
bconrad@midsouthecc.com

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

Davy Crockett Tower-9th Floor  
500 James Robertson Parkway  
Nashville, Tennessee 37243

**Permit No. SOP-24015**

**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**

Renaissance Development S-Corp, Inc.  
Canterbury Manor Phase - 3  
Oakland, Fayette County, Tennessee

**FOR THE OPERATION OF**

A publicly-owned subsurface sewage disposal system, consisting of septic tank effluent pump, a collection system and associated Low Pressure Pipe (LPP) subsurface sewage disposal system located at latitude 35.20696 and longitude -89.59132 in Fayette County, Tennessee to serve approximately 23 homes in the Canterbury Manor Subdivision (phase – 3). The design capacity of the system is .0069 MGD and will be dispersed in 6 zones with Low Pressure Pipe in approximately 20,000 square feet of suitable soils.

This permit is issued as a result of the application filed on June 26, 2024, in the office of the Tennessee Division of Water Resources. This permit is contingent on the submission and department approval of construction plans, specifications and other data in accordance with rules of the department. Updated plans and specifications must be approved before any further construction activity.

**This permit shall become effective on:**

**This permit shall expire on:**

**Issuance date:**

---

for April Grippo  
Interim Director

A. GENERAL REQUIREMENTS

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

<u>Parameter</u>	<u>Sample Type</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>	<u>Measurement Frequency</u>
Flow *	Totalizer	Report		Daily
BOD <sub>5</sub>	Grab	Report	N/A	Semi-annually

\* Report average daily flow for each calendar month.

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

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

TDEC's approval of this land application waste treatment system shall not be construed as creating a presumption of correct operation nor as warranting by the commissioner that the approved facilities will reach the designated goals. T.C.A. § 69-3-108(i). Similarly, TDEC's issuance of a state operating permit in no way guarantees that this land application system will function properly. Notwithstanding these approvals, owners and operators are required to ensure that operation of this system does not result in pollution of waters of the state, including groundwater.

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

Instances of surface saturation, ponding or pooling within the land application area as a result of system operation are prohibited. Instances of surface saturation, ponding or pooling shall be promptly investigated and noted on the Monthly Operations Report. The report shall include details regarding location(s), determined cause(s), the actions taken to eliminate the issue, and the date the corrective actions were made. Any instances of surface saturation, ponding or pooling not associated with a major precipitation event not corrected within three days of discovery shall be reported to the local Environmental Field Office at that time for investigation.

Surface saturation, ponding or pooling resulting in the discharge of treated wastewater into Waters of the State or to locations where it is likely to move to Waters of the State shall be immediately reported to the local Environmental Field Office, unless the discharge is separately authorized by a NPDES permit.”

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

- the condition of the site signage,
- the operational status of the mechanical parts of the treatment system (pumps, filters, telemetry equipment, etc.)
- the condition of the UV bulbs (if applicable)
- the condition of the subsurface disposal area including the location of any ponding
- the name of the inspector
- the description of any corrective actions

## **B. MONITORING PROCEDURES**

### **1. Representative Sampling**

Measurements taken in compliance with the monitoring requirements specified above shall be representative of the volume and nature of the monitored discharge, and shall be taken at the following location(s): Effluent to dispersal area.

## **C. DEFINITIONS**

“Semi-annually” means samples are to be taken every 6 months after the first full month of operation.

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

## **D. REPORTING**

### **1. Monitoring Results**

Monitoring results shall be recorded consistent with the general requirements imposed in Part A above and submitted quarterly.

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

Division of Water Resources  
Memphis Environmental Field Office  
8383 Wolf Lake Drive  
Bartlett, TN 38133

Sampling results may be submitted electronically to: [DWRWW.Report@tn.gov](mailto:DWRWW.Report@tn.gov).

The first operation report is due on the 15<sup>th</sup> of the month following the quarter containing the permit effective date.

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

All reports or information submitted to the commissioner shall be signed and certified by the persons identified in Rules 0400-40-06-.03 (4) (a-c).

## **PART II**

### **A. GENERAL PROVISIONS**

#### **1. Duty to Reapply**

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

## 2. Right of Entry

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

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

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

## 3. Availability of Reports

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

## 4. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) for collection and dispersal which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit.

The monitoring frequency stated in this permit shall not be construed as specifying a minimum level of operator attention to the facility. It is anticipated that visits to the treatment facility by the operator will occur at intervals frequent enough to assure proper operation and maintenance, but in no case less than one visit every month. The permittee shall ensure that the certified operator is in charge of the facility and observes the operation of the system frequently enough to ensure its proper operation and maintenance regardless of the monitoring frequency stated in the permit.

## 5. Property Rights

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

## 6. Severability

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

## 7. Other Information

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

### **B. CHANGES AFFECTING THE PERMIT**

#### 1. Planned Changes

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

#### 2. Permit Modification, Revocation, or Termination

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

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

#### 3. Change of Ownership

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

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

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

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

#### 4. Change of Mailing Address

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

### **C. NONCOMPLIANCE**



### 1. Effect of Noncompliance

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

### 2. Reporting of Noncompliance

#### a. 24-Hour Reporting

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

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

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

#### b. Scheduled Reporting

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

### 3. Overflow

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

b. Overflows are prohibited.

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

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

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

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

#### 4. Upset

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

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

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

#### 5. Adverse Impact

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

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

#### **D. LIABILITIES**

##### **1. Civil and Criminal Liability**

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

##### **2. Liability Under State Law**

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

### **PART III OTHER REQUIREMENTS**

#### **A. CERTIFIED OPERATOR**

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

#### **B. PLACEMENT OF SIGNS**

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

**RECLAIMED WASTEWATER  
DRIP IRRIGATION  
(PERMITTEE'S NAME)  
(PERMITTEE'S PHONE NUMBER)  
TENNESSEE DIVISION OF WATER  
RESOURCES  
Memphis Environmental Field Office  
PHONE NUMBER: 1-888-891-8332**

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

### **C. ADDITION OF WASTE LOADS**

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

### **D. SEPTIC (STEP) TANK OPERATION**

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

### **E. SEPTAGE MANAGEMENT PRACTICES**

The permittee must comply with the provisions of Rule 0400-48-01-.22 Sludge or any other material removed by any treatment works must be disposed of in a manner which prevents its entrance into or pollution of any surface or subsurface waters.

### **F. OWNERSHIP OF THE TREATMENT FACILITIES**

a. The permittee shall own the treatment facilities (and the land upon which they are constructed) including the land to be utilized for wastewater dispersal. A perpetual easement (properly recorded) may be accepted in lieu of ownership. Evidence of ownership of the treatment facility land application site(s) and/or a copy of the perpetual easement(s) must be furnished to the division for approval prior to construction of the wastewater collection and dispersal system. Signed agreements stating the intent of the existing landowner to transfer ownership may be provided to support permit issuance. Evidence of such ownership or access rights must be provided to, and approved by, the Commissioner prior to commencement of operation. Final SOP's will not be issued without establishing ownership / access rights.

b. Where the treatment facility serves private homes, condominiums, apartments, retirement homes, nursing homes, trailer parks, or any other place where the individuals being served have property ownership, rental agreements, or other agreements that would prevent their being

displaced in the event of abandonment or noncompliance of the sewerage system, ownership of the treatment facilities must be by a municipality, a public utility, a wastewater authority, or a privately owned public utility (having a Certificate of Convenience and Necessity from the Tennessee Public Utility Commission) or another public agency.

Attachment 1

**RATIONALE**

**Renaissance Development S-Corp, Inc.**  
**STATE OPERATION PERMIT NO. SOP-24015**  
**Oakland, Fayette County, Tennessee**

**Permit Writer: Bryan Pope**

**FACILITY CONTACT INFORMATION:**

Mr. Douglas Swink

Manager

Phone: () 466-4101

dswink@rendevco.net

West side of Westbury Lane

EADS, TN 38028

<b>Activity Description:</b>	Treatment of domestic wastewater via a decentralized waste water system to support construction of Canturbury Manor Phase – 3.
<b>Facility location:</b>	Latitude 35.20696 and Longitude -89.59132
<b>Name of the nearest stream:</b>	No discharge allowed.
<b>Treatment system:</b>	Memphis
<b>Permit period:</b>	This permit will be issued for a five year period effective from the issuance date on the title page.
<b>Terms &amp; Conditions:</b>	BOD <sub>5</sub> is a standard measure of sewage strength.
<b>Financial Security:</b>	Privately-owned public utilities provide financial security to the Public Utility Commission to comply with TCA 69-3-122.
<b>Annual Maintenance Fee:</b>	An annual maintenance fee for the permit will apply after permit issue and upon receipt of an invoice. The fee is currently \$350.00 for non-discharging facilities with influent flow less than 0.075 MGD.
<b>Items Requisite for Operation:</b>	This draft permit proposes terms and conditions for planning purposes and to seek public comment on the potential water quality impacts of the proposed activity. Actual operation of the sewerage system is contingent on the following items (items may occur in any order):

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



# **EXHIBIT 15**

## **State Operator Certificate**

State of Tennessee  
Department of Environment and Conservation



Water and Wastewater Operator Certification Board  
*Issues This*

Certificate of Competency  
*as Testimony That*

**Randy R. Crawford**

*has satisfactorily fulfilled the requirements set forth by the*

*Water and Wastewater Operator Certification Board  
and is therefore, by these presents, entitled to recognition as a*

**Grade I Wastewater Collection System Operator**

*In Witness Whereof, we have subscribed our names and affixed our Seal*

Certificate No. 14279 Dated 11/7/2014

Recommended Alan C. Crawford  
Board Chairman

Approved R. H. [Signature] Commissioner.

Attest

[Signature]  
Board Secretary

Serial No. 9461

State of Tennessee  
Department of Environment and Conservation



Water and Wastewater Operator Certification Board  
*Issues This*

Certificate of Competency  
*as Testimony That*  
**Randy R. Crawford**

*has satisfactorily fulfilled the requirements set forth by the*

*Water and Wastewater Operator Certification Board  
and is therefore, by these presents, entitled to recognition as a*

**Grade I Wastewater Treatment Plant Operator**

*In Witness Whereof, we have subscribed our names and affixed our Seal*

Certificate No. 14279 Dated 5/2/2014

Recommended Alan C. Crawford

Approved Randy R. Crawford Board Chairman  
Commissioner.

Attest

Board Secretary

# **EXHIBIT 16**

## **Two Rivers' Proposed Tariff**

Two Rivers Utility, LLC  
September \_\_, 2025  
Wastewater Tariff

**Two Rivers Utility, LLC****Billing Rates**

	<b>Monthly Charge</b>
Base Rate Charge	\$49.49
Escrow Charge	\$10.86
<b>Total</b>	<b>\$60.35</b>

**Incidental Rates:**

Late Payment	5% of Bill
Disconnection	\$15.00
Reconnection	\$20.00
Returned Check	\$25.00

## WASTEWATER UTILITY SERVICE

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### SYMBOLS

The following symbols are used for the purposes indicated as follows:

- C To signify changed regulation or rate structure.
- D To signify discontinued material.
- I To signify an increased rate.
- M To signify a move in the location of text.
- N To signify a new rate or regulation.
- R To signify a reduced rate.
- S To signify reissued material.
- T To signify a change in text but no change in rate or regulation.

# **EXHIBIT 17**

## **Proposed List of Plant-In-Service Accounts**

## **Chart of Accounts: Water Utility**

### **I. Assets**

#### **1000 - Current Assets**

- 1010 - Cash
  - 1011 - Operating Bank Account
  - 1012 - Payroll Bank Account
  - 1015 - Petty Cash
- 1020 - Accounts Receivable - Water Sales
  - 1021 - Accounts Receivable - Residential
  - 1022 - Accounts Receivable - Commercial
  - 1023 - Accounts Receivable - Industrial
  - 1025 - Allowance for Doubtful Accounts (Contra-Asset)
- 1030 - Accounts Receivable - Other
  - 1031 - Accounts Receivable - Meter Sales & Service
  - 1032 - Accounts Receivable - Connection Fees
- 1040 - Inventory
  - 1042 - Meters & Fittings Inventory
  - 1043 - Pipe & Mainline Inventory
  - 1044 - Pumps & Equipment Parts Inventory
  - 1045 - General Supplies Inventory
- 1050 - Prepaid Expenses
  - 1051 - Prepaid Insurance
  - 1052 - Prepaid Rent
  - 1053 - Prepaid Software Licenses
- 1060 - Accrued Revenue (e.g., unbilled water usage)
- 1070 - Short-Term Investments

#### **1200 - Property, Plant, & Equipment (PP&E) - Utility Plant in Service**

- 1210 - Land & Land Rights
  - 1211 - Land - Pump Stations
  - 1212 - Land - Plants
  - 1213 - Land - Reservoirs/Storage Tanks
  - 1214 - Rights-of-Way
- 1220 - Source of Supply Plant – 40 yrs
  - 1221 - Pumping Equipment
  - 1222 - Intakes
  - 1223 - Impounding Reservoirs & Dams



- 1230 - Pumping Plant
  - 1241 - Pumping Station Structures – 39 yrs
  - 1242 - Pumps & Motors – 15 yrs
  - 1243 - Pump Controls & Electrical – 15 yrs
- 1240 - Transmission & Distribution Plant
  - 1251 - Mains (Distribution Lines) – 50 yrs
  - 1252 - Service Lines – 10 yrs
  - 1253 - Hydrants
  - 1254 - Meters & Meter Installations
  - 1255 - Valves
  - 1256 - Storage Facilities (Tanks, Towers)
  - 1257 - Booster Pump Stations (Transmission)
- 1250 - General Plant
  - 1261 - Office Buildings & Structures – 39 yrs
  - 1262 - Maintenance & Shop Buildings – 39 yrs
  - 1263 - Office Furniture & Fixtures – 7 yrs
  - 1264 - Shop & Garage Equipment – 7 yrs
  - 1265 - Computer Hardware & Software – 3 yrs
  - 1266 - Communication Equipment – 5 yrs
  - 1267 - Transportation Equipment (Vehicles) – 5 yrs
- 1290 - Accumulated Depreciation - Utility Plant
  - 1291 - Accumulated Depreciation – General Plant
  - 1292 - Accumulated Depreciation - Equipment
  - 1293 - Accumulated Depreciation - Pumping Plant

### **1300 - Other Non-Current Assets**

- 1410 - Deposits
- 1420 - Long-Term Investments
- 1430 - Deferred Charges

## **II. Liabilities**

### **2000 - Current Liabilities**

- 2010 - Accounts Payable - Trade
  - 2011 - Accounts Payable - Chemicals
  - 2012 - Accounts Payable - Supplies
  - 2013 - Accounts Payable - Contractors
- 2020 - Accrued Expenses
  - 2021 - Accrued Payroll
  - 2022 - Accrued Payroll Taxes
  - 2023 - Accrued Employee Benefits
  - 2024 - Accrued Interest Payable
  - 2025 - Accrued Property Taxes
  - 2026 - Accrued Utilities Expense

- 2030 - Customer Deposits
- 2040 - Unearned Revenue
- 2050 - Current Portion of Long-Term Debt
- 2060 - Sales Tax Payable
- 2070 - Other Taxes Payable

- **2200 - Long-Term Liabilities**

- 2220 - Notes Payable - Long-Term
- 2260 - Other Long-Term Liabilities

### **III. Equity**

#### **3000 – Member Equity**

- 3010 - Contributions
- 3020 - Distributions
- 3040 - Retained Earnings (for enterprise funds that resemble for-profit)

### **IV. Revenues**

#### **4000 - Operating Revenues**

- 4010 - Water Sales - Residential
- 4020 - Water Sales - Other
- 4030 - Connection Fees Revenue
- 4040 - Reconnection Fees Revenue
- 4050 - Late Payment Fees Revenue
- 4060 - Meter Sales & Service Revenue
- 4070 - Other Operating Revenue (e.g., backflow device testing fees)
- 4075 - Forfeited Discounts (e.g., when early payment discount not taken)

#### **4500 - Non-Operating Revenues**

- 4510 - Interest Income
- 4520 - Rental Income (e.g., renting out excess land)
- 4530 - Gain/Loss on Sale of Assets

### **V. Expenses**

#### **5000 - Source of Supply Expenses**

- 5010 - Intake Operation & Maintenance
  - 5011 - Electricity

- 5012 - Repairs & Maintenance
  - 5013 - Labor - Source of Supply
- 5020 - Purchased Water

- **5100 - Water Treatment Expenses**

- 5110 - Chemical Costs
  - 5111 - Chlorine
  - 5112 - Alum
  - 5113 - Fluoride
  - 5114 - pH Adjusters
  - 5115 - Other Treatment Chemicals
- 5120 - Electricity - Treatment Plant
- 5130 - Repairs & Maintenance - Treatment Plant Equipment
- 5140 - Sludge Disposal Costs
- 5150 - Laboratory Testing & Supplies
- 5160 - Labor - Treatment Plant Operations

## **5200 - Pumping Expenses**

- 5210 - Electricity - Pumping Stations
- 5220 - Repairs & Maintenance - Pumping Equipment
- 5230 - Labor - Pumping Operations

## **5300 - Transmission & Distribution Expenses**

- 5310 - Mains & Service Lines Maintenance
  - 5311 - Leak Detection & Repair
  - 5312 - Line Flushing
  - 5313 - Pipe Repair Materials
- 5320 - Hydrant Maintenance & Repair
- 5330 - Meter Reading & Maintenance
  - 5331 - Meter Reader Salaries
  - 5332 - Meter Repair Parts
- 5340 - Valve Maintenance
- 5350 - Storage Facilities Maintenance
- 5360 - Vehicle Fuel & Maintenance (for field crews)
- 5370 - Contracted Services - T&D (e.g., specialized repairs)
- 5380 - Labor - T&D Operations & Maintenance

## **5400 - Customer Accounts Expenses**

- 5410 - Billing & Collection Costs
  - 5411 - Printing & Postage - Bills
  - 5412 - Billing Software Fees
  - 5413 - Collection Agency Fees
- 5420 - Customer Service Labor
- 5430 - Bad Debt Expense (Provision for Doubtful Accounts)
- 5440 - Meter Installation & Removal Labor

#### **5500 - Administrative & General Expenses**

- 5510 - Salaries & Wages - Administrative
- 5520 - Employee Benefits - Administrative
- 5530 - Office Supplies
- 5540 - Professional Services
  - 5541 - Legal Fees
  - 5542 - Accounting Fees
  - 5543 - Engineering Consulting Fees
  - 5544 - IT Consulting Fees
- 5550 - Insurance Expense (General Liability, Property, etc.)
- 5560 - Utilities Expense
- 5570 - Rent Expense
- 5580 - Communication Expense (Phones, Internet)
- 5590 - Travel & Training
- 5592 - Meals
- 5595 - Dues & Subscriptions
- 5596 - Bank Fees & Charges
- 5597 - Miscellaneous Administrative Expenses

#### **5600 - Depreciation & Amortization Expense**

- 5610 - Depreciation Expense - Source of Supply
- 5620 - Depreciation Expense - Plant
- 5630 - Depreciation Expense - Equipment

#### **5700 - Taxes & Licenses (other than income tax)**

- 5710 - Property Taxes
- 5720 - Franchise Fees
- 5730 - Regulatory Fees
- 5740 - Business Licenses
- 5750 - Payroll Taxes

#### **5800 - Interest Expense**

- 5810 - Interest Expense - Notes/Loans Payable

# **EXHIBIT 18**

## **Proposed Chart of Accounts**

Account Balances at acquisition:

<u>Acct Name</u>	<u>Acct Number</u>		<u>Balance</u>
Source of Supply Plant	1220	\$	43,200
Pumping Plant	1230	\$	86,300
Transmission & Distribution Plant	1240	\$	<u>32,500</u>
		\$	162,000

# **EXHIBIT 19**

## **Performance Bond**

July 31, 2025

**RENAISSANCE DEVELOPMENTS LLC  
3157 HIGHWAY 64 STE 200 STE 200  
EADS, TN 38028-3325**

Dear **RENAISSANCE DEVELOPMENTS LLC**,

We are pleased to present you with this Contract Bond.

Our agency has reviewed your current need for Performance, Payment and Maintenance Bonds based on the information you have provided to us regarding the contract you have been awarded. The premium based on the contract amount is **\$4,477.00**. This premium was developed using the estimated job cost and rates from Auto-Owners Insurance Company, a company we trust and who has earned our confidence.

Carefully review our information summary to make sure your bond is correct.

Auto-Owners Insurance Group has the financial strength to be ranked among the leaders in the industry for financial security. Rated A+ (Superior) by the insurance industry credit rating agency AM Best, their financial strength is your security should a loss occur.

Please contact our agency for all your bond and insurance needs. We are here to answer any questions regarding this bond or any other items you may wish to discuss.

Thank you for looking to THE INSURANCE AGENCY for help with your bond needs. We look forward to being of assistance to you.

Sincerely,

**WILLIAM P FUSSELL  
THE INSURANCE AGENCY**



DATE AND ATTACH TO ORIGINAL BOND  
**AUTO-OWNERS (MUTUAL) INSURANCE COMPANY**

LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. 66457214

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 22nd day of December, 2023.

*Brandi Holly*

Brandi Holly

Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 22nd day of December, 2023, before me personally came Brandi Holly, to me known, who being duly sworn, did depose and say that they are Brandi Holly, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires January 26th, 2029.

*Jeffrey P. Many*  
Jeffrey P. Many

Notary Public



STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 31st day of July, 2025.

*William F. Woodbury*

William F. Woodbury, First Vice President, Secretary and General Counsel



# Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

## CONTRACT BOND APPLICATION (One-Time Bonds Only)

Fax Number: 1-517-327-4827  
 Phone Number: 1-800-445-4185 X52570 (MI ONLY)  
 1-800-346-0346 X52570 (ALL OTHERS)  
[contractbonds.und@aoins.com](mailto:contractbonds.und@aoins.com)

### AGENCY INFORMATION

Agency Name: THE INSURANCE AGENCY Agency Code: 19-0208-00

Producer Name: WILLIAM P FUSSELL Producer Code: \_\_\_\_\_

Does the agency have Power of Attorney with Auto-Owners? ☒ Yes ☐ No

Bond Type: ☒ Quick Contract Bond ☐ School Bus Bond  
 If this is a renewal, what is the bond number? \_\_\_\_\_

### APPLICANT INFORMATION

Entity Type: ☐ Corporation ☐ Joint Venture ☒ LLC ☐ Partnership ☐ Individual

Company Name: RENAISSANCE DEVELOPMENTS LLC

Company Mailing Address: 3157 HIGHWAY 64 STE 200, STE 200, EADS, TN 38028-3325

Company Premises Address: 3157 HIGHWAY 64 STE 200, STE 200, EADS, TN 38028-3325

E-mail Address: \_\_\_\_\_ Website Address: \_\_\_\_\_

Phone Number: (901) 466-4104 FEIN: \*\*-\*\*\*9256 State of Incorporation: \_\_\_\_\_

Type of Work (Electric, Plumbing, Etc.): SEWERS &amp; SEPTIC TANKS

How many years of experience does the contractor have in this type of work? 25

What is the monetary value of the largest job completed in the past five years? \$750,000.00

What is the total cost to complete your company's work in progress? \$250,000.00

Has your company ever been bonded for Bid or Performance & Payment Bonds? ☒ Yes ☐ No

If yes, by what surety company? AUTO-OWNERS INSURANCE COMPANY

What is your reason for changing surety companies? \_\_\_\_\_

Has your company been declined for Bid or Performance & Payment Bonds in the past five years? ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

If the Applicant has a general liability policy with Auto-Owners, what is the policy number? \_\_\_\_\_

**BOND INFORMATION****JOB INFORMATION**

DOES THE OBLIGEE REQUIRE THEIR OWN BOND FORM? ..... ☐ Yes ☒ No  
IF YES, PLEASE ATTACH A COPY.

Obligee Name: TWO RIVERS UTILITY LLC

Obligee Address: 673 W MAIN ST, ADAMSVILLE, TN 38310-2200

Obligee Phone Number: ..... Obligee Fax Number: .....

Job Description: SANITARY SEWER

Physical Address of Job: CANTERBURY MANOR PHASE 3 EADS TN 38028

Has your company previously operated in this state? ..... ☒ Yes ☐ No

Start Date: 08/01/2025 Completion Date: 06/01/2026 Percentage of work subcontracted out: 0.0%

Liquidated Damages: \$0 Maintenance Period: 06/01/2027

For which sector will this job be performed (Federal, Public or Private): Private

**BID BOND**

Bid Date: ..... Bid Amount: ..... Percentage of Bid: 0

Invitation Number (if Federal): .....

**PERFORMANCE AND PAYMENT BOND**

Contract Price: \$162,815.00 Contract Date: 07/31/2025 Contract Number (if Federal): .....

Was this job negotiated or bid? Negotiated If it was bid, who were the next two lowest bidders and what were the bid amounts?

1. .... \$ .....

2. .... \$ .....

**SCHOOL BUS BOND**

Bond Amount: ..... Term: ..... to .....

Route Number: ..... Personal Net Worth: .....

**INDEMNITOR INFORMATION**1. Name: DOUGLAS SWINKMailing Address: 3157 HIGHWAY 64 STE 200, STE 200, EADS, TN 38028-3325Email Address: \_\_\_\_\_ Social Security Number: \*\*\*-\*\*-8930Phone Number: \_\_\_\_\_ Business Ownership Percentage: 50.0%Marital Status: MARRIED Title: MEMBERName of Spouse: KRISTIE SWINK  
(Spouse must sign the indemnity agreement.) Spouse's Social Security Number: \_\_\_\_\_

Spouse's Phone Number: \_\_\_\_\_ Spouse's Email Address: \_\_\_\_\_

2. Name: NICK CLARKMailing Address: 5101 WHEELIS DR STE 110, STE 200, MEMPHIS, TN 38117-4533Email Address: \_\_\_\_\_ Social Security Number: \*\*\*-\*\*-1261Phone Number: \_\_\_\_\_ Business Ownership Percentage: 25.0%Marital Status: MARRIED Title: MEMBERName of Spouse: JO ANN CLARK  
(Spouse must sign the indemnity agreement.) Spouse's Social Security Number: \_\_\_\_\_

Spouse's Phone Number: \_\_\_\_\_ Spouse's Email Address: \_\_\_\_\_

3. Name: GEORGE B CLARKMailing Address: 5101 WHEELIS DR STE 110, STE 200, MEMPHIS, TN 38117-4533Email Address: \_\_\_\_\_ Social Security Number: \*\*\*-\*\*-5584Phone Number: \_\_\_\_\_ Business Ownership Percentage: 25.0%Marital Status: MARRIED Title: MEMBERName of Spouse: KIM CLARK  
(Spouse must sign the indemnity agreement.) Spouse's Social Security Number: \_\_\_\_\_

Spouse's Phone Number: \_\_\_\_\_ Spouse's Email Address: \_\_\_\_\_

**GENERAL COMMENTS****NOTICE TO APPLICANT**

The undersigned applicant and indemnitors hereby request Auto-Owners Insurance Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree.

**FRAUD STATEMENTS**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**ALABAMA only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**ARKANSAS only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**COLORADO only:** It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**FLORIDA only:** Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**KANSAS only:** A fraudulent insurance act is an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

**KENTUCKY only:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**OHIO only:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**PENNSYLVANIA only:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**TENNESSEE only:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**VIRGINIA only:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

## INDEMNITY AGREEMENT

The undersigned does or do hereby represent that the statements made herein as an inducement to the Company to execute or procure the bond or bonds herein applied for, are true, and should the Company execute or procure said bond or bonds, does or do hereby agree, for the undersigned, the heirs, personal representatives and assigns of the undersigned, jointly and severally, as follows:

**First**, to pay to the Company, in advance, the original and renewal premium, computed at the rates filed and in force at the time the above applied for is executed until the undersigned shall deliver to the Company, at its Home Office in Lansing, Michigan, written evidence, satisfactory to the Company, of its discharge from such liability;

**Second**, to indemnify the Company against all loss, costs, damages, expenses and attorney's fees whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing of said bond or bonds, or any of them, in making any investigation on account thereof, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained;

**Third**, that the Company shall have the right, and is hereby authorized but not required:

(a) In the event of any abandonment or forfeiture of the contract guaranteed by said contract bond or of any breach of said contract bond, to take possession of the work under said contract, and at the expense of the undersigned to complete, or to contract for the completion of, the same or to consent to the re-letting or completion thereof by the Oblige in said contract bond;

(b) To adjust, settle or compromise any claim, demand, suit, or judgment upon said bond or bonds, or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Company, at the time of such request, cash or collateral satisfactory to it in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs and attorney's fees;

(c) To fill up any blanks left herein, and to correct any errors in the description of said bond or bonds, or any of them, or in said premium or premiums, it being hereby agreed that such insertions or corrections when so made, shall be prima facie correct;

**Fourth**, to assign, transfer and set over, and does or do hereby assign, transfer and set over to the Company, as collateral, to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, such assignment to become effective as of the date of said contract bond but only in event of

(1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them, or of any other bond or bonds executed or procured by the Company on behalf of the undersigned; or

(2) of any breach of the agreements herein contained; or

(3) of the default in discharging such other indebtedness or liabilities when due; or

(4) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not;

(5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment, plant, tools or material referred to the following paragraph; or

(6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony, if the undersigned be an individual:

(a) All the right, title and interests of the undersigned in and to all sub-contracts let or to be let in connection with said contract and in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site of said work or elsewhere, for the purpose thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site;

(b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications changes or alterations thereof or additions thereto, or in, or growing in any manner out of, said bond or bonds, or any of them;

(c) All actions, causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any sub-contractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of said contract;

(d) Any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of such abandonment, forfeiture or breach, or that thereafter may become due;

**Fifth**, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits, and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not;

**Sixth**, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorney's fees, claims, demands, suits, and judgments as aforesaid, and itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company;

**Seventh**, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states;

**Eighth**, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person of company joining with the Company in executing said bond or bonds, or any of them or executing, at the request of the Company said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon;

**Ninth**, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising;

**Tenth**, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed;

**Eleventh**, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and if it shall execute said proposal bond shall have the right to decline to execute any or all of the other bonds herein applied for.

#### COMPANY INDEMNITORS (REQUIRED SIGNATURES)

**IMPORTANT: All owners, officers, partners and members must sign below on behalf of the company.**

Signed this 31st day of JULY, 2025.

1. DOUGLAS SWINK, Member  
 3. GEORGE B CLARK, Member

2. NICK CLARK, Member  
 4. \_\_\_\_\_

#### PERSONAL INDEMNITORS (REQUIRED SIGNATURES)

**IMPORTANT: All owners, officers, partners, members and their spouses must sign below.**

Signed this 31st day of JULY, 2025.

1. Douglas C Swink 07/31/25  
 DOUGLAS SWINK  
 3. Nicholas G. Clark 07/31/25  
 NICK CLARK  
 5. George B. Clark 07/31/25  
 GEORGE B CLARK

2. Kristie Swink 07/31/25  
 KRISTIE SWINK  
 4. Jo Anne Clark 07/31/25  
 JO ANNE CLARK  
 6. Kim Clark 08/01/25  
 KIM CLARK

#### PROXY DESIGNATION

I designate J.P. Whisnant, A.O. Dean, and A.L. Lindemeyer, and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Applicant's Signature and Date: \_\_\_\_\_

**Fifth**, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits, and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not;

**Sixth**, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorney's fees, claims, demands, suits, and judgments as aforesaid, and itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company;

**Seventh**, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states;

**Eighth**, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person of company joining with the Company in executing said bond or bonds, or any of them or executing, at the request of the Company said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon;

**Ninth**, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising;

**Tenth**, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed;

**Eleventh**, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and if it shall execute said proposal bond shall have the right to decline to execute any or all of the other bonds herein applied for.

#### COMPANY INDEMNITORS (REQUIRED SIGNATURES)

**IMPORTANT: All owners, officers, partners and members must sign below on behalf of the company.**

Signed this 31st day of JULY, 2025.

1. DOUGLAS SWINK, Member

2. NICK CLARK, Member

3. GEORGE B CLARK, Member

4. \_\_\_\_\_

#### PERSONAL INDEMNITORS (REQUIRED SIGNATURES)

**IMPORTANT: All owners, officers, partners, members and their spouses must sign below.**

Signed this 31st day of JULY, 2025.

1. DOUGLAS SWINK

2. KRISTIE SWINK

3. NICK CLARK

4. JO ANN CLARK

5. GEORGE B CLARK

6. KIM CLARK

#### PROXY DESIGNATION

I designate J.P. Whisnant, A.O. Dean, and A.L. Lindemeyer, and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Applicant's Signature and Date: \_\_\_\_\_



**LABOR & MATERIAL PAYMENT BOND**

**NOTE:** This bond is issued simultaneously with another bond in favor of the owner conditioned for the full and faithful performance of the contract.

**KNOW ALL MEN BY THESE PRESENTS:**

That we, RENAISSANCE DEVELOPMENTS LLC of 3157 HIGHWAY 64 STE 200 EADS, TN 38028-3325, as Principal, hereinafter called Principal, and Auto-Owners (Mutual) Insurance Company, of Lansing, Michigan, as Surety, hereinafter called Surety, are held and firmly bound unto TWO RIVERS UTILITY LLC, 673 W MAIN ST, ADAMSVILLE TN 38310-2200, as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of one hundred sixty two thousand eight hundred fifteen and xx/100 Dollars (\$162,815.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has by written agreement dated 31st day of July, 2025, entered into a contract with Owner for SANITARY SEWER, in accordance with drawings and specifications prepared by \_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall promptly make payment to all claims as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material or both, used or reasonably required for use in the performance of, and directly applicable to, this contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant is herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant,

Unless claimant shall have given written notice to any two of the following: The Principal, the Owner or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

After the expiration of one (1) year following the date on which Principal ceased work on said contract.

Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

**SIGNED AND SEALED** this 31ST day of JULY, 2025.

RENAISSANCE DEVELOPMENTS LLC

Principal

By \_\_\_\_\_

Auto-Owners (Mutual) Insurance Company

Surety



By \_\_\_\_\_

Niki Conway

Attorney-in-Fact

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, RENAISSANCE DEVELOPMENTS LLC of 3157 HIGHWAY 64 STE 200 EADS, TN 38028-3325 as Principal, hereinafter called Contractor, and Auto-Owners (Mutual) Insurance Company of Lansing, Michigan, as Surety, hereinafter called Surety, are held and firmly bound unto TWO RIVERS UTILITY LLC, 673 W MAIN ST, ADAMSVILLE TN 38310-2200, as Obligee, hereinafter called Owner, in the amount of one hundred sixty two thousand eight hundred fifteen and xx/100 Dollars (\$162,815.00), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor has by written agreement dated the 31st day of July, 2025, entered into a contract with Owner for SANITARY SEWER, in accordance with drawings and specifications prepared by \_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for submission to Owner for completing the contract in accordance with its terms and conditions, upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

**SIGNED AND SEALED** this 31ST day of JULY, 2025.

RENAISSANCE DEVELOPMENTS LLC

Principal

By \_\_\_\_\_



Auto-Owners (Mutual) Insurance Company

Surety

By \_\_\_\_\_

Niki Conway

Attorney-in-Fact



**MAINTENANCE BOND**

**KNOW ALL BY THESE PRESENTS**, that we, RENAISSANCE DEVELOPMENTS LLC 3157 HIGHWAY 64 STE 200 EADS, TN 38028-3325 (hereinafter called the Principal), as Principal, and Auto-Owners (Mutual) Insurance Company, a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of TENNESSEE, (hereinafter called the Surety), are held and firmly bound unto TWO RIVERS UTILITY LLC, 673 W MAIN ST, ADAMSVILLE TN 38310-2200 (hereinafter called the Obligee), in the full and just sum of one hundred sixty two thousand eight hundred fifteen and xx/100 (\$162,815.00) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS**, the Principal has entered into a contract with the said Obligee, dated the 31st day of July, 2025 for SANITARY SEWER which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

**WHEREAS**, said contract has been completed, and was approved on the 31st day of July, 2025.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of twelve months following completion of the contract, then this obligation shall be void, otherwise to remain in full force and effect, provided, however, any additional warranty or guarantee, whether expressed or implied, is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

**SIGNED AND SEALED** this 31ST day of JULY, 2025.

By [Signature] \_\_\_\_\_  
Witness

By [Signature] \_\_\_\_\_  
RENAISSANCE DEVELOPMENTS LLC Principal  
Member \_\_\_\_\_  
Title

Auto-Owners (Mutual) Insurance Company



[Signature] \_\_\_\_\_  
Susan E. Theisen Witness

By [Signature] \_\_\_\_\_  
Niki Conway Attorney-in-Fact



Bond Number 66457214

**ACKNOWLEDGEMENT BY SURETY**

STATE OF MICHIGAN

County of Eaton

On this 31ST day of JULY, 2025, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners (Mutual) Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



  
Jeffrey P. Many

Notary Public in the State of Michigan  
County of Ingham

**JEFFREY P MANY**  
**NOTARY PUBLIC-STATE OF MICHIGAN**  
**COUNTY INGHAM**  
My Commission Expires Jan 26, 2028  
Acting in the County of \_\_\_\_\_

## NOTICE OF PRIVACY PRACTICES

### What We Do To Protect Your Privacy

At Auto-Owners Insurance Group\*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

### Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

### Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting [www.auto-owners.com](http://www.auto-owners.com), and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

### The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy).

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to [www.auto-owners.com](http://www.auto-owners.com). The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

### Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

## **How Long We Retain Your Information**

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

## **Changes to the Privacy Policy**

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at [www.auto-owners.com/privacy](http://www.auto-owners.com/privacy) or by contacting us.

## **Contact Us**

Auto-Owners Insurance Company  
Phone: 844-359-4595 (toll free)  
Email: [privacyrequest@aoins.com](mailto:privacyrequest@aoins.com)

\*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

# ***Auto-Owners*** **INSURANCE**

LIFE • HOME • CAR • BUSINESS

Date: **07/31/2025**

CLIENT:

**RENAISSANCE DEVELOPMENTS LLC  
3157 HIGHWAY 64 STE 200 STE 200  
EADS, TN 38028-3325**

## **Bonds Receipt**

Agency Code: **19-0208-00**

AGENCY:

**THE INSURANCE AGENCY  
2735 HIGHWAY 64 STE 105  
EADS, TN 380283333  
(901) 465-4212**

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Policy Number: **66457214**

Transaction Number: **09860**

Billing Account Number: **103507936**

Submission Date: **07/31/2025**

Policy Term: **07/31/2025 to 06/01/2026**

Company Bill Option: **Full Pay**

Total Premium: **\$4,477.00**

Deposit Amount: **\$4,477.00**

Payment Method: **Agency Sweep**

Premium is subject to change based on Underwriting Review

Agent's Signature: \_\_\_\_\_

# **EXHIBIT 20**

## **Pro Formas**



Two Rivers Utility, LLC  
 Prepared June 16, 2025

Projected Income Statement

Item	Year 1	Year 2	Year 3
Number of Sewer Customers	11	23	23
<b>Access Fees</b>			
Number of lots with sewer access but no customer	12	0	0
Access fee revenue (\$120 x lots)	\$ 1,320.00	\$ 1,440.00	\$ 0.00
<b>Operating Revenue</b>			
Service Revenue	\$ 7,920.00	\$ 16,560.00	\$ 16,560.00
Re-connect Fees	\$	\$	\$
Returned Check Charge	\$	\$	\$
Late Payment Charge	\$	\$	\$
<b>Total Operating Revenue</b>	\$ 7,920.00	\$ 16,560.00	\$ 16,560.00
<b>Operating Expenses (1)</b>			
Total salaries and wages and payroll taxes (employees only)	\$ -	\$ -	\$ -
Outside labor expenses (non-employee)	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Administrative and office expenses	\$ 100.00	\$ 100.00	\$ 100.00
Maintenance and repair expense	\$ 250.00	\$ 250.00	\$ 350.00
Purchased water	\$ -	\$ -	\$ -
Purchased sewerage treatment	\$ -	\$ -	\$ -
Electric power expense	\$ 300.00	\$ 330.00	\$ 350.00
Chemical expense	\$ -	\$ -	\$ -
Testing fees	\$ 375.00	\$ 375.00	\$ 375.00
Transportation expense	\$ 150.00	\$ 150.00	\$ 150.00
Other operating expense	\$ -	\$ -	\$ -
Telemetry	\$ 25.00	\$ 25.00	\$ 30.00
<b>Total operation and maintenance expenses</b>	\$ 2,200.00	\$ 2,230.00	\$ 2,355.00
Annual depreciation expense	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Property taxes paid on utility property	\$ 700.00	\$ 700.00	\$ 700.00
Annual regulatory fee	\$ 12.00	\$ 49.00	\$ 49.00
<b>Total Operating expenses</b>	\$ 10,412.00	\$ 10,479.00	\$ 10,604.00
State franchise/excise taxes	\$ 531.00	\$ 513.00	\$ 494.00
Federal income taxes	\$ -	\$ -	\$ -
<b>Total income taxes</b>	\$ 531.00	\$ 513.00	\$ 494.00
<b>Net operating income</b>	\$ -3,023.00	\$ 5,568.00	\$ 5,462.00
<b>Other Income</b>	\$ 1,320.00	\$ 1,440.00	\$ 0.00
<b>Net Income</b>	\$ -1,703.00	\$ 7,008.00	\$ 5,462.00

(1) Expenses were estimated using comparisons to known expenses from similar sewer systems

(2) It is assumed that the maintenance expense will increase due to more homes sending wastewater flow into the system

# **PUBLIC VERSION**

## **EXHIBIT 21**

**Financial Resources  
(TruFlo Services and Consulting, LLC)**

# **EXHIBIT 22**

## **Contributed Capital**

## Two Rivers Utility Estimated Contributed Capital Canterbury Ph III

Financial contributions - \$15,639.00

Sewer and disposal system - \$317,215.00

Land Value - \$67,430.00 (11 acres)

Total Contributed Capital - \$400,284.00

# **EXHIBIT 23**

## **Installation Contract**



## TruFlo Services and Consulting LLC.

Craig Chrestman and Joey Wimberley  
673 West Main Adamsville Tn. 38310

☎ 901-650-7537

☎ 731-607-4779

TO

Doug Swink

☎ 901-826-2700

dswink@RenDevCo.net

ESTIMATE	DATE	TOTAL
EST0499	01/13/2025	USD \$162,815.00

DESCRIPTION	RATE	QTY	AMOUNT
We will install the septic system for Canterbury phase 3 as designed by Mid South Engineering. This will include all parts, labor and installation of the system. 5000 gallon septic tank, 1500 gallon septic tank, 5000 gallon pump tank and 4200 feet of LPP lines. Once the installation is complete we will have inspected by TDEC. We will have a generator as a back up power source if utilities are disrupted. It will be your responsibility to supply power to the pump and alarm. Price is good for 30 days. Payment is due upon completion. If you would like to proceed please sign the bid and return along with a \$5000.00 dollar deposit.	\$162,815.00	1	\$162,815.00
It will be your responsibility to supply power to electrical panel	\$0.00	1	\$0.00
Post grading our responsibility	\$0.00	1	\$0.00

CM3/  
Septic system

TOTAL

USD \$162,815.00

Where applicable, TruFlo Services and Consulting LLC agrees to have public utilities located. We cannot be held responsible for unmarked or private line damage or sprinkler damage if unmarked. When equipment is driven on premises at your request or consent, is strictly at your own risk and we will not be responsible for damages. It's your responsibility to remove any trees or other obstruction from septic area so work can be performed. (Price is good for 30 days)  
Due to current economic factors, we reserve the right to make adjustments to the final installation price at the time of installation, if material prices increase between quote and installation. If you deem necessary, final installation price should be confirmed before installation begins. Once

installation has begun, adjusted price is firm. All deposits are nonrefundable. All property lines are your responsibility to have clearly marked.

If there is a legal dispute and legal action is taken, you agree to pay all cost of collection, including reasonable attorney fee.

Thank you for the opportunity,  
TruFlo Team

Signature of acceptance: \_\_\_\_\_

Date: \_\_\_\_\_

7-11-2025