

# BUTLER | SNOW

March 20, 2026

**VIA ELECTRONIC FILING**

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)

Electronically Filed in TPUC Docket  
Room on March 20, 2026 at 6:06 a.m.

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

Dear Chairman Jones:

Two Rivers Utility, LLC (“Two Rivers”) is submitting this filing in response to the Commission’s March 6, 2026, requests regarding a re-evaluation by Two Rivers’ of its previous designation of certain previously filed documents as **CONFIDENTIAL INFORMATION**. Two Rivers believes there exists a good faith basis for previously submitting each document marked as **CONFIDENTIAL INFORMATION** with such designation. Nonetheless, in the spirit of cooperation and good faith, and to serve the public interests, Two Rivers herein resubmits the documents listed below and removes in whole, or in part, the previous confidential designation.

- Revised Supplemental Exhibit 24 - Estimates of Costs and Customers for First Five Years (originally filed 1/16/26)
- Exhibit 27 - Construction Estimate (originally filed 11/7/25)
- Exhibit 30 - Agreement between Renaissance Developments, LLC and Crown Construction & Development, LLC (originally filed 12/26/25)
- Exhibit 31 - Agreement between Developer and Two Rivers (originally filed 1/16/26)
- Exhibit 34 - Depreciation Table (originally filed 1/29/26)

As required, copies will follow. 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

**Attachments**

cc: Craig Chrestman, Two Rivers Utility  
Joey Wimberley, Two Rivers Utility  
Karen H. Stachowski, Esq., Consumer Advocate

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BUTLER SNOW LLP

# **REVISED SUPPLEMENTAL EXHIBIT 24**

## **Estimates of Costs and Customers for First Five Years**

Two Rivers Utility, LLC Projected Income Statement - First Year  
 Prepared September 15, 2025

Item	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year 1 Annual Totals
Number of New Sewer Customers		11											
Number of Sewer Customers		11	11	11	11	11	11	11	11	11	11	11	11
<b>Access Fees</b>													
Number of lots with sewer access but no customer		12	12	12	12	12	12	12	12	12	12	12	12
Connection fee revenue (\$2500 x lots)		\$27,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,500
Connection Escrow (\$2000 x lots)		\$ (22,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$22,000)
<b>Net Connection Fee Revenue</b>		\$ 5,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$5,500
<b>Operating Revenue</b>													
Service Revenue		\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$7,920
Re-connect Fees													
Returned Check Charge													
Late Payment Charge													
<b>Total Operating Revenue</b>		\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$660	\$7,920
<b>Operating Expenses (1)</b>													
Total salaries and wages and payroll taxes (employees only)													\$0
Outside labor expenses (non-employee)		\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Administrative and office expenses		\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$100
Maintenance and repair expense (2)		\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$250
Purchased water													\$0
Purchased sewerage treatment													\$0
Electric power expense		\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$300
Chemical expense													\$0
Testing fees		\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$375
Transportation expense		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$150
Other operating expense													\$0
Telemetry		\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$25
<b>Total operation and maintenance expenses</b>		\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$2,200
Annual depreciation expense (3)		\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$21,148
Property taxes paid on utility property		\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$700
Annual regulatory fee		\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$12
<b>Total Operating expenses</b>		\$2,005	\$2,005	\$2,005	\$2,005	\$2,005	\$2,005	\$2,005	\$2,005	\$2,005	\$2,005	\$2,005	\$24,060
State franchise/excise taxes		\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$531
Federal income taxes													-
<b>Total income taxes</b>		\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$44	\$531
<b>Net operating income</b>		(\$1,389)	(\$1,389)	(\$1,389)	(\$1,389)	(\$1,389)	(\$1,389)	(\$1,389)	(\$1,389)	(\$1,389)	(\$1,389)	(\$1,389)	(\$16,671)
<b>Net Connection fee income</b>		\$5,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,500
<b>Net Income</b>		\$4,111	-\$1,389	-\$1,389	-\$1,389	-\$1,389	-\$1,389	-\$1,389	-\$1,389	-\$1,389	-\$1,389	-\$1,389	(\$11,171)

(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  
 (3) Depreciable property is 15yr life and calculated using straight line method

Two Rivers Utility, LLC Projected Income Statement - Year Two  
 Prepared September 15, 2025

Item	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year 2 Annual Totals
Number of New Sewer Customers		12											
Number of Sewer Customers		23	23	23	23	23	23	23	23	23	23	23	23
<b>Access Fees</b>													
Number of lots with sewer access but no customer		0	0	0	0	0	0	0	0	0	0	0	0
Connection fee revenue (\$2500 x lots)		\$30,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Connection Escrow (\$2000 x lots)		\$ (24,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ (24,000)
Net Connection Fee Revenue		\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000
<b>Operating Revenue</b>													
Service Revenue		\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$16,560
Re-connect Fees													
Returned Check Charge													
Late Payment Charge													
<b>Total Operating Revenue</b>		\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$16,560
<b>Operating Expenses (1)</b>													
Total salaries and wages and payroll taxes (employees only)													\$0
Outside labor expenses (non-employee)		\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Administrative and office expenses		\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$100
Maintenance and repair expense (2)		\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$21	\$250
Purchased water													\$0
Purchased sewerage treatment													\$0
Electric power expense		\$25	\$25	\$25	\$25	\$25	\$25	\$30	\$30	\$30	\$30	\$30	\$330
Chemical expense													\$0
Testing fees		\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$375
Transportation expense		\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$150
Other operating expense													\$0
Telemetry		\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$2	\$25
<b>Total operation and maintenance expenses</b>		\$183	\$183	\$183	\$183	\$183	\$183	\$188	\$188	\$188	\$188	\$188	\$2,230
Annual depreciation expense		\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$21,148
Property taxes paid on utility property		\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$700
Annual regulatory fee		\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$49
<b>Total Operating expenses</b>		\$2,008	\$2,008	\$2,008	\$2,008	\$2,008	\$2,008	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$24,127
State franchise/excise taxes		\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$513
Federal income taxes													-
<b>Total income taxes</b>		\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$43	\$513
<b>Net operating income</b>		(\$671)	(\$671)	(\$671)	(\$671)	(\$671)	(\$671)	(\$676)	(\$676)	(\$676)	(\$676)	(\$676)	(\$8,080)
<b>Net Connection fee income</b>		\$6,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000
<b>Net Income</b>		\$5,329	-\$671	-\$671	-\$671	-\$671	-\$671	-\$676	-\$676	-\$676	-\$676	-\$676	(\$2,080)

(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  
 (3) Depreciable property is 15yr life and calculated using straight line method

Two Rivers Utility, LLC Projected Income Statement - Year Three  
 Prepared September 15, 2025

Item	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year 3 Annual Totals
<b>Number of New Sewer Customers</b>													
Number of Sewer Customers	23	23	23	23	23	23	23	23	23	23	23	23	23
<b>Access Fees</b>													
Number of lots with sewer access but no customer	0	0	0	0	0	0	0	0	0	0	0	0	0
Connection fee revenue (\$2500 x lots)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Connection Escrow (\$2000 x lots)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Connection Fee Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Operating Revenue</b>													
Service Revenue	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$16,560
Re-connect Fees													
Returned Check Charge													
Late Payment Charge													
<b>Total Operating Revenue</b>	<b>\$1,380</b>	<b>\$16,560</b>											
<b>Operating Expenses (1)</b>													
Total salaries and wages and payroll taxes (employees only)													\$0
Outside labor expenses (non-employee)	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Administrative and office expenses	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$100
Maintenance and repair expense (2)	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$350
Purchased water													\$0
Purchased sewerage treatment													\$0
Electric power expense	\$25	\$25	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$350
Chemical expense													\$0
Testing fees	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$375
Transportation expense	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$150
Other operating expense													\$0
Telemetry	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$30
<b>Total operation and maintenance expenses</b>	<b>\$192</b>	<b>\$192</b>	<b>\$197</b>	<b>\$2,355</b>									
Annual depreciation expense	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$21,148
Property taxes paid on utility property	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$700
Annual regulatory fee	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$48
<b>Total Operating expenses</b>	<b>\$2,017</b>	<b>\$2,017</b>	<b>\$2,022</b>	<b>\$24,251</b>									
State franchise/excise taxes	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$42	\$495
Federal income taxes													-
Total income taxes	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$42	\$495
<b>Net operating income</b>	<b>(\$678)</b>	<b>(\$678)</b>	<b>(\$683)</b>	<b>(\$684)</b>	<b>(\$8,186)</b>								
Net Connection fee income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Net Income</b>	<b>-\$678</b>	<b>-\$678</b>	<b>-\$683</b>	<b>-\$684</b>	<b>(\$8,186)</b>								

(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  
 (3) Depreciable property is 15yr life and calculated using straight line method

Two Rivers Utility, LLC Projected Income Statement - Year Four  
 Prepared September 15, 2025

Item	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year 4 Annual Totals
<b>Number of New Sewer Customers</b>													
Number of Sewer Customers	23	23	23	23	23	23	23	23	23	23	23	23	23
<b>Access Fees</b>													
Number of lots with sewer access but no customer	0	0	0	0	0	0	0	0	0	0	0	0	0
Connection fee revenue (\$2500 x lots)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Connection Escrow (\$2000 x lots)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Connection Fee Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Operating Revenue</b>													
Service Revenue	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$16,560
Re-connect Fees													
Returned Check Charge													
Late Payment Charge													
<b>Total Operating Revenue</b>	<b>\$1,380</b>	<b>\$16,560</b>											
<b>Operating Expenses (1)</b>													
Total salaries and wages and payroll taxes (employees only)													\$0
Outside labor expenses (non-employee)	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Administrative and office expenses	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$100
Maintenance and repair expense (2)	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$350
Purchased water													\$0
Purchased sewerage treatment													\$0
Electric power expense	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$360
Chemical expense													\$0
Testing fees	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$375
Transportation expense	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$150
Other operating expense													\$0
Telemetry	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$30
<b>Total operation and maintenance expenses</b>	<b>\$197</b>	<b>\$2,365</b>											
Annual depreciation expense	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$21,148
Property taxes paid on utility property	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$700
Annual regulatory fee	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$49
<b>Total Operating expenses</b>	<b>\$2,022</b>	<b>\$24,262</b>											
State franchise/excise taxes	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$494
Federal income taxes													-
Total income taxes	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$494
<b>Net operating income</b>	<b>(\$683)</b>	<b>(\$8,196)</b>											
Net Connection fee income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Net Income</b>	<b>-\$683</b>	<b>(\$8,196)</b>											

(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  
 (3) Depreciable property is 15yr life and calculated using straight line method

Two Rivers Utility, LLC Projected Income Statement - Year Five  
 Prepared September 15, 2025

Item	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year 5 Annual Totals
<b>Number of New Sewer Customers</b>													
Number of Sewer Customers	23	23	23	23	23	23	23	23	23	23	23	23	23
<b>Access Fees</b>													
Number of lots with sewer access but no customer	0	0	0	0	0	0	0	0	0	0	0	0	0
Connection fee revenue (\$2500 x lots)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Connection Escrow (\$2000 x lots)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Connection Fee Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Operating Revenue</b>													
Service Revenue	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$16,560
Re-connect Fees													
Returned Check Charge													
Late Payment Charge													
<b>Total Operating Revenue</b>	<b>\$1,380</b>	<b>\$16,560</b>											
<b>Operating Expenses (1)</b>													
Total salaries and wages and payroll taxes (employees only)													\$0
Outside labor expenses (non-employee)	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$83	\$1,000
Administrative and office expenses	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$100
Maintenance and repair expense (2)	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$29	\$350
Purchased water													\$0
Purchased sewerage treatment													\$0
Electric power expense	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$360
Chemical expense													\$0
Testing fees	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$375
Transportation expense	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$150
Other operating expense													\$0
Telemetry	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$30
<b>Total operation and maintenance expenses</b>	<b>\$197</b>	<b>\$2,365</b>											
Annual depreciation expense	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$1,762	\$21,148
Property taxes paid on utility property	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$58	\$700
Annual regulatory fee	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$49
<b>Total Operating expenses</b>	<b>\$2,022</b>	<b>\$24,262</b>											
State franchise/excise taxes	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$494
Federal income taxes													-
Total income taxes	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$41	\$494
<b>Net operating income</b>	<b>(\$683)</b>	<b>(\$8,196)</b>											
Net Connection fee income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Net Income</b>	<b>-\$683</b>	<b>(\$8,196)</b>											

(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  
 (3) Depreciable property is 15yr life and calculated using straight line method

# **EXHIBIT 27**

## **Construction Estimate**

# Construction Est.

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TO

██████████ TANKS

██████████ PUMPS AND CONTROLS

██████████ GRAVEL FOR LPP LINES AND DRAIN

██████████ PLUMBING MATERIALS

██████████ SEEDING

██████████ CONTROL SHELTER

██████████ ELECTRICIAN

██████████ LABOR

██████████ PROFIT

██████████ TOTAL

CONSTRUCTION WILL BE PAID FOR BY DEVELOPER

TWO RIVERS UTILITY LLC.

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# **EXHIBIT 30**

## **Agreement Between Owner and Contractor**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

AGREEMENT made as of the 20 day of December 2024.  
*(In words, indicate day, month and year.)*

BETWEEN the Owner:  
(Name, legal status, address and other information)

Renaissance Developments, LLC  
3157 HWY 64, STE 200  
Eads, TN 38028

and the Contractor:  
(Name, legal status, address and other information)

Crown Construction & Development, LLC  
5655 Warren Rd  
Oakland, TN 38060

for the following Project:  
(Name, location and detailed description)

Canterbury Manor Ph III  
Eads, TN 38028 – connecting roads of Westbury  
Ln & Millbury Ln  
Parcel(s): 102-012.65 & 102-012.00

The Engineer:  
(Name, legal status, address and other information)

Renaissance Design Studio, LLC  
3157 HWY 64, STE 200  
Eads, TN 38028

The Owner and Contractor agree as follows.

**TABLE OF ARTICLES**

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EXHIBIT A: DETERMINATION OF THE COST OF THE WORK

**ARTICLE 1 THE WORK OF THIS CONTRACT**

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The date of commencement of the Work shall be:  
{Check one of the following boxes.)

- D The date of this Agreement.
- D A date set forth in a notice to proceed issued by the Owner.
- D Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*  
  
If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

**§ 2.3 Substantial Completion**

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
*(Check the appropriate box and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date:
- within  90  working days.

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<b>Portion of Work</b>	<b>Substantial Completion Date:</b> _____
------------------------	---

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

**ARTICLE 3 CONTRACT SUM**

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

- D Stipulated Sum, in accordance with Section 3.2 below
- D Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below
- D Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be **Six Hundred Three Thousand, Five Hundred Two Dollars and No Cents (\$603,502.12)**, subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:  
(Identify each allowance.)

Item	Price
------	-------

**§ 3.3 Cost of the Work Plus Contractor's Fee**

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

**§ 3.4.2** The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

**§ 3.4.3 Guaranteed Maximum Price**

**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§ 3.4.3.3** Unit Prices, if any: [Please See Exhibit A \(attached at end\)](#)

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 3.4.3.4** Allowances, if any, included in the Guaranteed Maximum Price:

*(Identify each allowance.)*

Item	Price
------	-------

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

#### ARTICLE 4 PAYMENT

##### § 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Owner not later than the 31st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the month. If an Application for Payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than ( 30 ) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:  
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.) *N/A for this Contract*

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

% *N/A for this contract*

**§ 4.2 Final Payment**

**§ 4.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price

**§ 4.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the Contractor's submittal of the final Certificate for Payment, or as follows:

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 Binding Dispute Resolution**

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- D Arbitration pursuant to Section 21.6 of this Agreement
- D Litigation in a court of competent jurisdiction
- D Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 6.1** The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 6.1.1** This executed Agreement Between Owner and Contractor.

**§ 6.1.2** AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

**§ 6.1.3** The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 6.1.4 The Specifications:  
 (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
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§ 6.1.5 The Drawings:  
 (Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
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§ 6.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:  
 (Check all boxes that apply.)

D Exhibit A, Determination of the Cost of the Work.

D Supplementary and other Conditions of the Contract:

Document	Title	Date
	Pages	

- .2 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents.)

## **ARTICLE 7 GENERAL PROVISIONS**

### **§ 7.1 The Contract Documents**

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### **§ 7.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### **§ 7.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### **§ 7.4 Instruments of Service**

### **§ 7.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service**

#### **§ 7.5.1**

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### **§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 7.7 Building Information Models Use & Reliance**

#### **§ 7.8 Severability**

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise

invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 7.9 Notice**

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

**§ 7.10 Relationship of the Parties**

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Engineer and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 8 OWNER**

**§ 8.1 Information and Services Required of the Owner**

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 8.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

**§ 8.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

**ARTICLE 9 CONTRACTOR**

**§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

**§ 9.3 Labor and Materials**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner..

**§ 9.4 Warranty**

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

**§9.5Taxes**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

**§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Owner will pay for all fees required in the subdivision contract with the local government.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

**§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner.

**§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Engineer Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved

submittals.

**§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.**

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Engineer's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Engineer will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

**§ 9.10 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

**§ 9.13 Access to Work**

The Contractor shall provide the Owner and Engineer with access to the Work in preparation and progress wherever located.

**§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner.

**§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 10 ARCHITECT**

§ 10.1

§ 10.2

§ 10.3

§ 10.4

§ 10.5

§ 10.6

§ 10.7

§ 10.8

§ 10.9 The Owner's 's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## **ARTICLE 11 SUBCONTRACTORS**

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the

Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

#### **ARTICLE 13 CHANGES IN THE WORK**

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor. Upon issuance of the Change Order, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties guided, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time a written Change Order will be signed.

§ 13.3 The Engineer will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall submit to the Owner a proposed Change Order.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner promptly and before conditions are disturbed.

#### **ARTICLE 14 TIME**

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Owner in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine, subject to the provisions of Article 21.

#### **ARTICLE 15 PAYMENTS AND COMPLETION**

##### **§ 15.1 Schedule of Values**

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the

Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Owner. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

**§ 15.2 Control Estimate**

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

**§ 15.3 Applications for Payment**

§ 15.3.1 Contractor will submit to Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the

Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

#### § 15.4 Certificates for Payment

##### § 15.4.1

##### § 15.4.2

##### § 15.4.3

##### § 15.4.4

#### § 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Owner shall not have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### § 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the

Work or designated portion thereof is substantially complete. When the Owner determines that the Work or designated portion thereof is substantially complete, the Owner will issue a email to Contractor which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

### ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

#### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the

fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

**§ 16.2 Hazardous Materials and Substances**

**§ 16.2.1** The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 16.2.3** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

**ARTICLE 17 INSURANCE AND BONDS**

**§ 17.1 Contractor's Insurance**

**§ 17.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

**§ 17.1.2** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard, providing coverage for claims

including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

**§ 17.1.3** Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death

of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than (\$ ) each accident (\$ ) each employee, and (\$ ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 maybe procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner and Owner's Construction Manager (if there is one) as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

**Limits**

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance on the Project.

**§ 17.2.2 Property Insurance**

**§ 17.2.2.1** The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the value of above ground buildings (if any) The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds (to the extent they are involved in the construction of above ground buildings.

**§ 17.2.2.2** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

**§ 17.2.2.3** If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ 17.2.2.4** If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ 17.2.2.5** Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ 17.2.2.6** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall

be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

**§ 17.2.2.7 Waiver of Subrogation**

**§ 17.2.2.7.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Engineer and Engineer's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Engineer, Engineer's 's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 17.2.2.7.2**

**§ 17.2.2.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Engineer and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Engineer and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 17.2.3 Other Insurance Provided by the Owner**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**

**Limits**

**§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. If so, and the bond cost is not already built into the Contractor's Schedule of Values, then a Change Order will be signed adding the cost.

**§ 17.3.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**ARTICLE 18 CORRECTION OF WORK**

**§ 18.1** The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and

inspections, the cost of uncovering and replacement shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## **ARTICLE 19 MISCELLANEOUS PROVISIONS**

### **§ 19.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 19.2 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

### **§ 19.3 Tests and Inspections**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative (or Construction Manager if one):

*(Name, address, email address and other information)*

§ 19.5 The Contractor's representative:

*(Name, address, email address and other information)*

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

## **ARTICLE 20 TERMINATION OF THE CONTRACT**

### **§ 20.1 Termination by the Contractor**

If the Owner fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit costs incurred by reason of such termination, and damages.

### **§ 20.2 Termination by the Owner for Cause**

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

### **§20.2.2**

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance for work completed and billed of the Contract Sum exceeds costs of finishing the Work, , and other including damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, and this obligation for payment shall survive termination of the Contract.

### **§ 20.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:  
*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

## **ARTICLE 21 CLAIMS AND DISPUTES**

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Engineer but excluding those arising under Section 16.2, , be subject to mediation as a condition precedent to binding dispute resolution.

### **§ 21.2 Notice of Claims**

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first

discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

**§ 21.3 Time Limits on Claims**

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement, whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

22. If the Owner has hired a Construction Manager, or has assigned a Company to oversee the Project, then the Owner has granted that Manager or Company the authority to act in place of the Owner in regards to the Contract Documents.

*This Agreement entered into as of the day and year first written above.*

**OWNER:**

Renaissance Developments, LLC  
3157 HWY 64, STE 200  
Eads, TN 38028

Signature: \_\_\_\_\_

**CONTRACTOR:**

Crown Construction & Development, LLC  
5655 Warren Rd  
Oakland, TN 38060

Signature: \_\_\_\_\_

DocuSigned by:

Pace Pannell

DE339F2544A7469...



Quote: 1127 / Date: 10/10/2024

**Crown Construction and Development, LLC**

5655 Warren Rd  
Oakland, TN 38060

Prepared By: Pace Pannell 901-870-0979

pace.pannell@crowndirtwork.com

Project: **Canterbury**

Customer: **RDS**

Erosion Control Phase – Silt Fence	3,352 ft @	
Erosion Control Phase – Seed / Straw	5.66 ac @	
Construction Entrance		
Grading		
Clearing	4.78 ac @	
Check downs & stone rings	200 Tons @	ton
Soil Cement	8" 10% 9,170 sy @	sy
Sewer (with stubs)	2,358'	
8" Sewer – Manholes & Labor	(8) @	ea
Structures & Labor	(10) @	ea
RCP	320' @	ft
Asphalt 2" Binder 307BM2	6,899 SY @	SY
Asphalt 1.5" Hot Mix 411D	6,899 SY @	SY
<b>Total</b>		

**Total Project Estimate:** [REDACTED]

Thank you for the opportunity to submit a bid for this project. We appreciate your consideration and are confident in our ability to deliver high quality results. This quote is valid for 30 days.

If you have any questions or need further information, please contact me at 901-870-0979

Thank you,  
Pace Pannell

Owner | 901-870-0979

*Crown Construction & Development, LLC submits this bid with the understanding that it shall not be held responsible for certain unforeseen conditions that may arise during the course of the project. Crown Construction and Development, LLC explicitly disclaims any liability for issues related to staking, testing, unsuitable soils, unknown conditions, unmarked utilities, or any other unforeseen circumstances that may affect the project's progress or cost.*

*It is understood that the bid submission, including any estimates provided herein, is based on the information available at the time of submission. Crown Construction and Development, LLC shall not be held responsible for any discrepancies or changes to the project scope, schedule, or cost arising from conditions that were not reasonably foreseeable at the time of bidding*

# **EXHIBIT 31**

## **Agreement Between Developer and Two Rivers**

**AGREEMENT FOR TRANSFER OF STATE OPERATING PERMIT AND  
CONVEYANCE OF WASTEWATER SYSTEM ASSETS**

This Agreement ("Agreement") is made and entered into as of the 15<sup>th</sup> day of January, 2026, by and between **Renaissance Development S-Corp, Inc.**, a Tennessee S-Corporation, having its principal place of business at 3157 Highway 64, Suite 200, Eads, Tennessee 38028 ("Developer"), and **Two Rivers Utility, LLC**, a Tennessee limited liability company, having its principal place of business at 673 West Main Street, Adamsville, TN 38310 ("Utility"). Developer and Utility are hereinafter referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, Developer is the owner and developer of certain real property located in Fayette County, Tennessee, known as Canterbury Manor Phase 3 (the "Project"); and

**WHEREAS**, Developer has designed and constructed a subsurface wastewater collection, treatment, and disposal system to serve the Project (the "System") and has obtained a draft State Operating Permit No. SOP-24015 (the "SOP") from the Tennessee Department of Environment and Conservation ("TDEC") for the System's operation; and

**WHEREAS**, Utility has filed an application with the Tennessee Public Utility Commission ("TPUC") for a Certificate of Public Convenience and Necessity ("CCN") to provide regulated wastewater utility service to the Project, docketed as TPUC Docket No. 25-00073; and

**WHEREAS**, as part of TPUC Docket No. 25-00073, TPUC Staff has requested a written and signed agreement confirming Developer's intent to transfer the SOP to Utility (Question 4) and detailing the terms, conditions, rights, and assets to be conveyed from Developer to Utility (Question 5); and

**WHEREAS**, TDEC regulations, including Tenn. Comp. R. & Regs. 0400-40-16-.02 and Part III.F.b of the draft SOP, require that the System be owned and operated by a publicly regulated utility holding a valid CCN from the TPUC; and

**WHEREAS**, the Parties desire to set forth their binding agreement regarding the transfer of the SOP and the conveyance of the System Assets to satisfy all TPUC and TDEC requirements and to facilitate the provision of safe and reliable utility service.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. COMMITMENT TO TRANSFER STATE OPERATING PERMIT.** Developer hereby agrees and commits to take all actions necessary to formally transfer State Operating Permit No. SOP-24015 to Utility in accordance with TDEC rules and regulations. Upon TDEC's final written approval of the transfer, Utility shall assume all responsibility, coverage, and liability under the SOP, and Developer shall be fully and finally released from the same.

**2. CONDITIONS PRECEDENT TO TRANSFER AND CONVEYANCE.** The respective obligations of the Parties under this Agreement, specifically Developer's obligation to transfer the SOP and convey the System Assets and Utility's obligation to accept the same, are expressly conditioned upon the satisfaction of the following (the "Conditions Precedent"):

- a) The Tennessee Public Utility Commission issuing a final, unconditional Certificate of Public Convenience and Necessity to Utility in TPUC Docket No. 25-00073, authorizing it to own, operate, and maintain the wastewater system serving the Project; and
- b) The Tennessee Department of Environment and Conservation providing final, written approval for the transfer of State Operating Permit No. SOP-24015 from Developer to Utility.

**3. REGULATORY COOPERATION.** The Parties shall cooperate fully and in good faith with each other, the TPUC, and TDEC to satisfy the Conditions Precedent and to execute any additional documents reasonably required to secure all necessary regulatory approvals.

**4. CONVEYANCE OF WASTEWATER SYSTEM ASSETS.** Upon satisfaction of the Conditions Precedent, Developer shall convey, assign, and transfer to Utility, and Utility shall accept, the following tangible and intangible assets (collectively, the "System Assets"). The Parties acknowledge and agree that the conveyance of the System Assets is made at no monetary cost to Utility and shall be characterized for all regulatory accounting purposes as a *Contribution in Aid of Construction (CIAC)*.

- a) **Real Property.** That certain parcel of real property located in Fayette County, Tennessee, designated as the "WASTEWATER TREATMENT & DISPOSAL AREA" on the Final Plat for Canterbury Manor Phase 3 (the "Plat") and conveyed to Utility via instrument recorded as **Instrument No. 25005400** in the Register's Office for Fayette County, Tennessee.
- b) **Easements and Access Rights.** All perpetual and non-terminable utility, sanitary sewer, and ingress/egress easements as shown and dedicated on the Plat, which are necessary for Utility's unrestricted access to, and operation, maintenance, repair, and replacement of, the System.
- c) **Tangible Personal Property.** The complete, installed wastewater collection, treatment, and disposal system constructed by Developer to serve the Project, including but not limited to: all sewer collection lines, manholes, cleanouts, sewer laterals up to the point of connection with homeowner plumbing, septic tanks, STEP or pump tanks, pumps, motors, controls, telemetry equipment, lift stations, wet wells, treatment components, the Low Pressure Pipe (LPP) disposal fields, and all related infrastructure and appurtenances.
- d) **Intangible Property.** All intangible assets appurtenant to the System, including without limitation: (i) State Operating Permit No. SOP-24015 upon its formal transfer; (ii) all approved plans, specifications, as-built drawings, and engineering reports; (iii) the TDEC-approved Operations and Maintenance (O&M) Manual; (iv) all assignable warranties and service contracts for System components; and (v) all historical monitoring records and compliance documentation in Developer's possession.

**5. TRANSFER OF RIGHTS AND OBLIGATIONS.** Upon the effective date of the transfer of the SOP and conveyance of the System Assets, the Parties agree:

- a) **Assumption by Utility.** Utility shall assume from Developer all operational rights, responsibilities, duties, and obligations associated with the ownership, operation, and maintenance of the System.
- b) **Sole Responsibility.** Utility shall be solely responsible for all future compliance with applicable federal, state, and local laws, rules, and regulations governing the System, including all TPUC and TDEC requirements. This includes the engagement of a certified wastewater treatment operator.
- c) **Release of Developer.** Developer shall retain no ongoing operational control, maintenance duty, or regulatory responsibility for the System following the effective date of the transfers contemplated herein.

**6. REPRESENTATIONS AND WARRANTIES.**

a. **Developer's Representations.** Developer represents and warrants that: (i) it has full authority to execute this Agreement; (ii) the System has been constructed in substantial compliance with the TDEC-approved plans and specifications; (iii) it holds clear title to the System Assets to be conveyed, free of any material liens or encumbrances; and (iv) to its knowledge, no conditions exist that would prevent the transfer of the SOP or issuance of the CCN.

b. **Utility's Representations.** Utility represents and warrants that: (i) it has full authority to execute this Agreement; (ii) it is financially and technically qualified to accept the System Assets and assume all operational and regulatory responsibilities for the System; and (iii) it will operate and maintain the System in compliance with the SOP and all applicable laws.

**7. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict-of-laws principles.

**8. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions or agreements. This Agreement may only be amended by a written instrument signed by both Parties.

**9. SIGNATURES AND AUTHORITY.** Each individual signing below represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the respective entity and to bind it to the terms and conditions contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**DEVELOPER:**

Renaissance Development S-Corp, Inc.

By: 

Name: DOUGLAS C. SWINK

Title: PRESIDENT

Date: 1/15/26

**UTILITY:**

Two Rivers Utility, LLC

By: 

Name: Craig A. Christman

Title: Co-owner

Date: 1/15/26

# **EXHIBIT 34**

## **Two Rivers Utility Depreciation Table**

## MACRS Straight-Line (15-year, Half-Year Convention)

**Two Rivers Utility – Collection & Disposal System** **\$317,216.00**

Year	MACRS SL Rate	Depreciation Expense	Accumulated Depreciation	End-of Year Book Value
1	3.33%	\$10,573.87	\$10,573.87	\$306,642.13
2	6.67%	\$21,147.73	\$31,721.60	\$285,494.40
3	6.67%	\$21,147.73	\$52,869.33	\$264,346.67
4	6.67%	\$21,147.73	\$74,017.06	\$243,198.94
5	6.67%	\$21,147.73	\$95,164.79	\$222,051.21
6	6.67%	\$21,147.73	\$116,312.52	\$200,903.48
7	6.67%	\$21,147.73	\$137,460.25	\$179,755.75
8	6.67%	\$21,147.73	\$158,607.98	\$158,608.02
9	6.67%	\$21,147.73	\$179,755.71	\$137,460.29
10	6.67%	\$21,147.73	\$200,903.44	\$116,312.56
11	6.67%	\$21,147.73	\$222,051.17	\$95,164.83
12	6.67%	\$21,147.73	\$243,198.90	\$74,017.10
13	6.67%	\$21,147.73	\$264,346.63	\$52,869.37
14	6.67%	\$21,147.73	\$285,494.36	\$31,721.64
15	6.67%	\$21,147.73	\$306,642.09	\$10,573.91
16	3.33%	\$10,573.91	\$317,216.00	\$0.00

Total depreciation over the 16 years = **\$317,216**, fully recovering the assets' basis.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

Karen H. Stachowski, Esq.  
Deputy Attorney General  
Office of the Tennessee Attorney General  
Consumer Advocate Division  
P.O. Box 20207  
Nashville, TN 37202-0207  
[Karen.Stachowski@ag.tn.gov](mailto:Karen.Stachowski@ag.tn.gov)

Vance Broemel, Esq.  
Senior Assistant Attorney General  
Office of the Tennessee Attorney General  
Consumer Advocate Division  
P.O. Box 20207  
Nashville, TN 37202-0207  
[Vance.Broemel@ag.tn.gov](mailto:Vance.Broemel@ag.tn.gov)

This the 20<sup>th</sup> day of March 2026.

  
\_\_\_\_\_  
Melvin Malone