

July 5, 2026

Honorable David Jones, Chairman
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

Electronically Filed in TPUC Docket
Room on August 5, 2026 at 1:52 p.m.

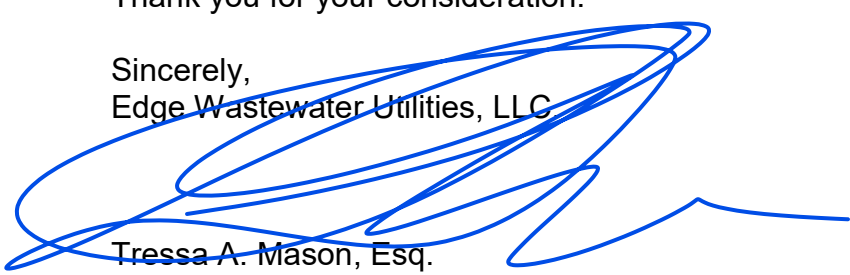
Re: Edge Wastewater Utilities, LLC. Certificate of Convenience and Necessity
Docket #26-00017

Dear Chairman Jones,

Attached for submission, please find Petitioner Edge Wastewater's complete Certificate of Convenience and Necessity, including updates and attachments and the notarized verification form of R. Matthew Nicks, President – Edge Wastewater Utilities, LLC.

Thank you for your consideration.

Sincerely,
Edge Wastewater Utilities, LLC



Tressa A. Mason, Esq.
TNBPR #025970
Attorney for Petitioner

CC: R. Matthew Nicks, President
TPUC Docket Room

February 27, 2026

Honorable David Jones
Chairman
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

Electronically Filed in TPUC Docket
Room on March 2, 2026 at 4:39 p.m.

26-00017

Re: Edge Wastewater Utilities, LLC
New Certificate of Convenience and Necessity

Dear Chairman Jones,

Edge Wastewater Utilities, LLC desires to become a Utility provider in the State of Tennessee with a new Certificate of Convenience and Necessity to include a portion of Maury County in Tennessee known as the Baker Farms project to be located on Carter's Creek Pike. The attached Petition is in support of our request. A proposed tariff of our proposed residential rate and other documentation is included for your consideration.

Edge Wastewater Utilities, LLC has the financial capabilities to provide wastewater service for the Baker Farms project. The financial surety provided by Edge Wastewater Utilities will be in the form of a Letter of Credit.

Edge Wastewater Utilities has the technical expertise needed to operate the Baker Farms wastewater treatment system. We have a State of Tennessee Grade 4 Wastewater Treatment System Operator License and a State of Tennessee Grade 2 Wastewater Collection System Operator License. Through our affiliate company, we have designed and will construct the treatment plant.

Edge Wastewater Utilities has the managerial capability to operate the Baker Farms Project as evidenced by our staff and previous experience with decentralized treatment systems. This treatment plant will report problems to our wastewater treatment operators and will also report the data to a central computer. If a plant does not report that information, an email is sent to our wastewater treatment operators.

There is a need for our service since there is no municipal sewage available in this area. The developer of this subdivision is expecting the Ragen Ridge Project to be built out within three (3) years of completion. Edge Wastewater Utilities would like to include the capital contribution amount of \$1,654,510.00, which includes the sewer treatment plant and the land. We have included the contracts that show the land will be titled to Edge Wastewater Utilities.

Thank you for your consideration.

Sincerely,
Edge Wastewater Utilities, LLC

A handwritten signature in blue ink, appearing to read 'R. Matthew Nicks', with a long horizontal flourish extending to the right.

R. Matthew Nicks
President

IN THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE

IN RE:	)	
	)	
PETITION OF EDGE WASTEWATER	)	
LLC FOR A NEW CERTIFICATE OF	)	DOCKET NO.
CONVENIENCE AND NECESSITY	)	
	)	

PETITION FOR A NEW CERTIFICATE OF CONVENIENCE AND NECESSITY
TO INCLUDE THE BAKER FARMS SUBDIVISION

Edge Wastewater LLC ("EDGE", "Utility", or "Company") petitions the Tennessee Public Utility Commission ("TPUC") for a new Certificate of Convenience and Necessity for a new service area to include a residential subdivision known as the Baker Farms Subdivision in Maury County.

As demonstrated in the application and attached exhibits, there is a public need for service and EDGE has the requisite management experience, financial capability, and technical expertise to provide such service pursuant to the rules and regulations of the Commission. In support of its Petition, EDGE states as follows:

General Information:

1. The applicant is Edge Wastewater LLC, which is located at 410 New Salem Highway, Suite 100 in Murfreesboro, Rutherford County, Tennessee.
2. **Organizational Chart** – See Exhibit 2
3. Edge Wastewater LLC is owned by R, Matthew Nicks, James F Reed III, Matthew Taylor and Trevor Acree. Each owns 25% of Edge Wastewater, LLC.

4. **Corporate Organizational Chart with Affiliates** – See Exhibit 4 – Site Engineering Consultants, Inc designed the system and prepared the Construction Drawings. EDGE is aware of and will abide by the Commission's affiliate transaction rules with respect to transactions between EDGE and its affiliates.
5. **Articles of Incorporation** – See Exhibit 5
6. **Tennessee Business License** – See Exhibit 6
7. **Description of Geographic Territory** – The Baker Farms Subdivision is located at Carter's Creek Pike, Maury County, Tennessee. Tax Map 23, Parcels 6.00 & 7.01. See Maps as Exhibit 7A and 7B.
8. **Description of the Proposed Wastewater System** – The proposed system is designed for 53,400 gpd of wastewater flow, comprised of a watertight effluent pressure collection system, utilizing STEP/STEG tanks and a recirculating media filter treatment system. The treated effluent will be land applied for disposal. The treatment system will not be built in phases.
9. **Estimated Dates for commencement and completion of construction** – Construction will commence at a time agreeable between the developer and its contractor and will take approximately 180 days. EDGE is aware of TPUC Rule 1220-04-13-.09(7) and fully expects the wastewater system to be completed within 3 years from the date of the written order granting the CCN. Notice of completion of the system will be filed in this docket as required by the Rule.
10. **Phases/Houses per Phase** – The subdivision will consist of 178 single family homes which will be built in one phase.
11. **Builder/Developer Identity** – See Request to Serve Letter Exhibit 11

Carlton Baker, Owner
Paul Varney, Developer
Paul Varney Construction, LLC
2460 Franklin Pike
Lewisburg, Tennessee 37091
931-286-1513

12. **Letters from local governments and utilities** – See Exhibit 12.
13. **Franchise Agreement** – n/a
14. **Contracts and Agreements** – See Exhibits 14 (Sewer Service Agreement). Any additional relevant contract will be filed in this docket once available.

Managerial Ability:

15. **Biographies of officers and key wastewater utility staff w/ list of certifications or professional licenses** – See Exhibit 15
16. EDGE is a certified wastewater provider in the State of Tennessee.
17. **Merger/Acquisition** – n/a
18. **Treatment System Contractor** – The developer has contracted Edge Wastewater LLC to construct the treatment system and install the land application drip dispersal areas. A copy of the Construction Agreement is included as Exhibit 18.

Technical Ability:

19. **SOP Application/Permit** – See Exhibit 19 (Application). The letter of complete application, along with the draft SOP and final SOP will be filed in this docket once issued by TDEC.
20. **State Operator Certificate** – See Exhibit 20
21. **Edge Contact Person:**

Matthew Nicks
Edge Wastewater LLC
615-969-6564
mnicks@edgewastewater.com

22. **Engineering Certification** –The system has not been constructed at this time. The certification will be filed in this docket upon acceptance of the system by EDGE.

23. **Financial Statements** – See Exhibit 23.
24. **Pro Forma** (Five years of operations) – 178 customers at the Baker Farms subdivision will have minimal impact to the Company's overall finances (as shown in Exhibits 23 and 31).
25. **NARUC Chart of Accounts** – See Exhibit 25
26. **Plant in service account numbers** – See Exhibit 26
27. **Depreciation rates/schedule** – Depreciation is straight line with the following schedule:
 - Building – 15 years
 - Fence – 7 years
 - Panel – 7 years
 - Tank – 10 years
 - Treatment – 26 years
28. **Estimated Cost of Construction** – The estimated cost for construction is \$ 1,654,510.00.
29. **EDGE** will own the system once it is completed, inspected, and accepted by the Utility. Estimated amount of contributed capital will include the treatment plant and collection system, as well as the cost of the land conveyed to the Utility. These costs are not known at this time but will be filed in this Docket along with the actual cost of the treatment system when provided by the Developer to EDGE, no later than at the time the final plat is signed by the Utility. Contributed Capital is recorded when the system is commissioned (accepted) by debiting the appropriate utility plant in service asset account and crediting the CIAC account.
30. **Tariff** – New filing with the Commission. See Exhibit 30 for addition of the Baker Farms Subdivision to the residential tariff sheets.
31. **Five Year Build Out Estimate of Development** – See Exhibit 31
32. **Municipal Bonding Requirements** – See Item 33.

33. **Performance Bond** – A performance bond from the developer will be provided and a copy will be filed in this docket prior to the commencement of construction for this project.
34. **Funding Sources** - The developer is responsible for funding the construction of the wastewater system.
35. **Financial Security** – On file with the Commission.

THEREFORE, having shown that a public need exists and that EDGE possesses the requisite managerial, technical, and financial capabilities to provide service to the Baker Farms Subdivision in Maury County, Tennessee, EDGE respectfully requests the Commission's approval of this Petition.

RESPECTFULLY SUBMITTED,



R. Matthew Nicks
President
Edge Wastewater LLC
410 New Salem Highway, Suite 100
Murfreesboro, Tennessee 37129
615-969-6564
mnicks@edgewastewater.com

IN THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE

IN RE:

PETITION OF EDGE WASTEWATER
UTILITIES, LLC FOR A NEW
CERTIFICATE OF CONVENIENCE
AND NECESSITY

DOCKET NO. 26-00017

DIRECT TESTIMONY OF MATTHEW NICKS

Q1. What is your name and business address?

A. My name is Matthew Nicks, and my business address is 410 New Salem Highway, Suite 100, Murfreesboro, Tennessee 37129.

Q2. By whom are you employed and in what capacity?

A. I am the President of Edge Wastewater Utilities, LLC ("EDGE").

Q3. What is the purpose of your testimony in this proceeding?

A. The purpose of my testimony is to support the petition filed by EDGE for a new CCN to include the Baker Farms subdivision in Maury County, Tennessee, describe the proposed development, and attest to the financial, managerial, and technical capabilities of EDGE to properly own, operate, and maintain the wastewater treatment and collection system for Baker Farms.

Q4. Please describe EDGE's service territory.

A. This is the first petition for a new CCN for EDGE.

Q5. Does a public need exist for wastewater services in the proposed service area?

A. Yes. The property is not currently served by any wastewater provider and neither Maury County or the Maury County Board of Public Utilities will provide service. (See Exhibit 12) Exhibit 11 is the letter from the developer to the utility requesting service.

Q6. Please describe the proposed Baker Farms project.

A. The Baker Farms subdivision is located in Maury County, Tennessee. The subdivision is proposed to have 178 single family homes which will be built in one phase. The wastewater system for the subdivision is designed for 53,400 gpd of wastewater flow.

Q7. What type of wastewater collection and treatment system is proposed for the Baker Farms subdivision?

A. The proposed system consists of watertight effluent pressure collection system, utilizing STEP/STEG tanks and a recirculating media filter treatment system. The treated effluent will be land applied for disposal.

Q8. Does EDGE have the managerial and technical ability to own, operate, and maintain the treatment system for Baker Farms?

A. Yes. The treatment and collection system proposed for use at Baker Farms is similar to the majority of systems already operated, and maintained by EDGE. EDGE's system operators and maintenance personnel will be responsible for ensuring the system is maintained and operated in compliance with TDEC regulations.

In addition to the operations and maintenance personnel, EDGE will continually monitor the system through remote telemetry. This system gives the operators the ability to remotely monitor and control their plants. Utilizing this technology not only allows EDGE to operate and maintain sites more efficiently, but also more economically as it cuts down on the need for additional personnel, equipment, and allows the utility to optimize energy consumption based on plant conditions. There are over 300 wastewater facilities currently using this technology.

Q9. How will the construction of the Baker Farms Treatment Facility be managed and funded?

A. The wastewater treatment system and facility will be constructed by the developer and conveyed to EDGE as a contribution in aid of construction. Edge Wastewater LLC has been awarded the contract to construct the system. Once construction is complete and the system is approved and accepted by the utility, EDGE will be granted all necessary easements and deeded ownership of the system and land upon which the system and drip disposal areas are constructed.

Q10. What rates and charges will be used for Baker Farms customers?

A. Baker Farms customers will be charged consistent with the proposed Rate Class 1 of EDGE's Residential Rate tariff. (Exhibit 30 of the Petition).

Q11. Does EDGE have the financial resources to provide service to the Baker Farms subdivision?

A. Yes. EDGE will place a \$20,000 Letter of Credit with the Commission. EDGE is also able to offset initial operations and maintenance costs through the monthly access fees paid to EDGE by owners of empty lots. A copy of the 5-year projection for the development has been included with the Petition as Exhibit 31.

Q12. Will EDGE abide by the orders and rules of the Commission, including the Affiliate Transaction Rule, and Rule 1220-04-13-.09(7) concerning the completion of the construction of the wastewater system within three years of TPUC's written approval of the CCN if applicable?

A. Yes.

Q13. Does this complete your testimony?

A. Yes.

AFFIDAVIT

My name is Matthew Nicks and I affirm that all the information contained in the petition and in the testimony of Matthew Nicks filed in this Docket are true to the best of my knowledge and belief.


Matthew Nicks

County of Rutherford)
State of Tennessee)

On this 2nd day of February 2026, personally appeared before me, Matt Nicks, a notary public, the above-named Matthew Nicks, known to me personally who was duly sworn and on oath executed the above Affidavit.

My commission expires: 7/31/2029



Exhibit 2

Organizational Chart

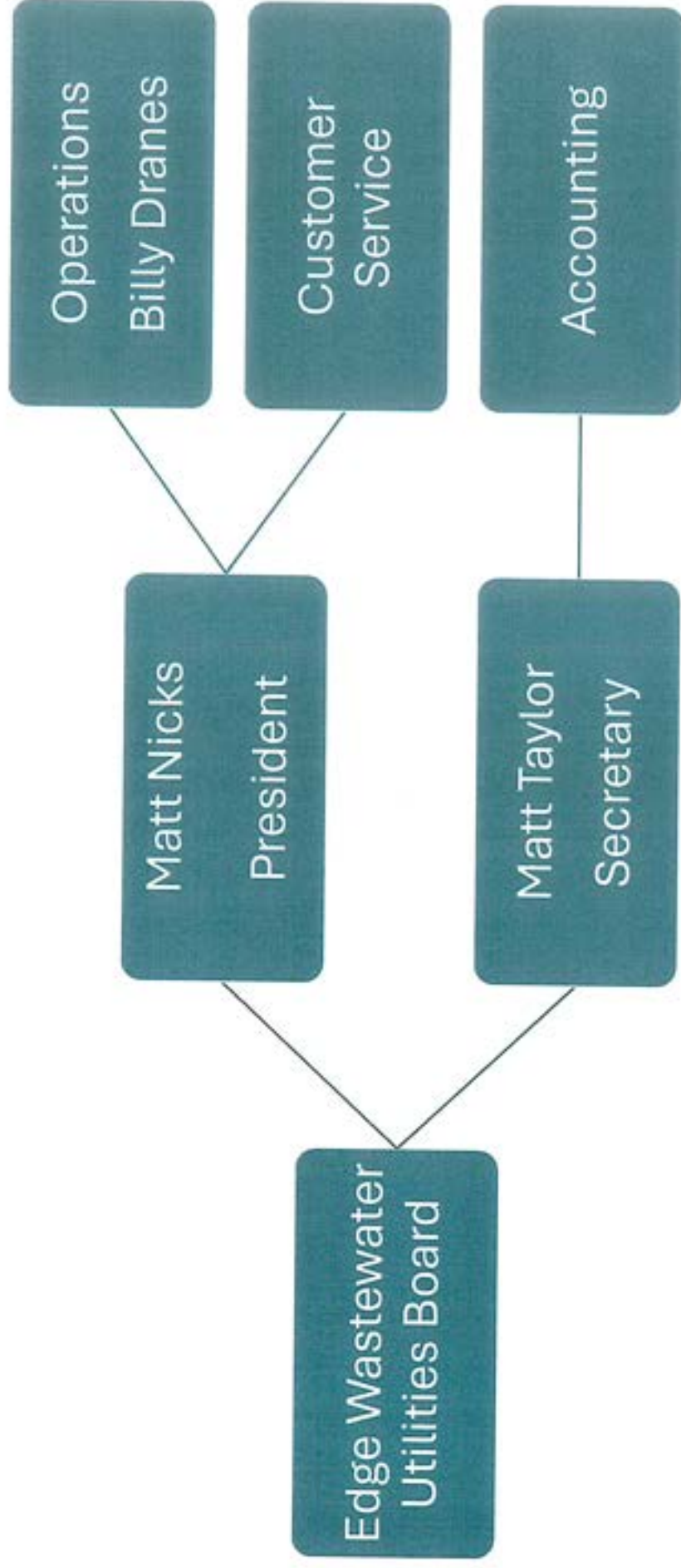


Exhibit 4

Corporate Organizational Chart with Affiliates

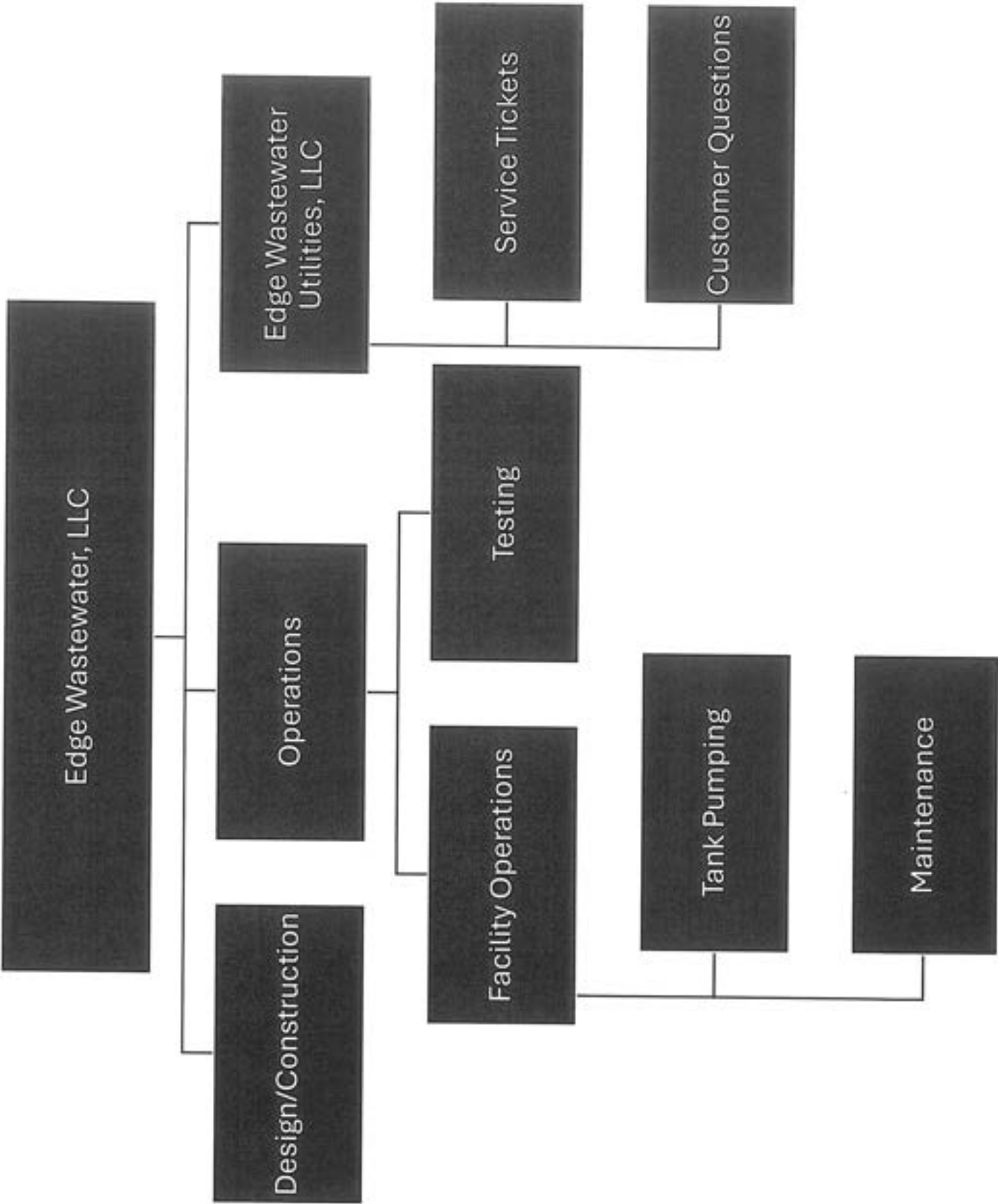


Exhibit 5

Articles of Incorporation

Tracking Number
B2025227731



Tre Hargett
Secretary of State

Articles Of Organization

Division of Business and Charitable Organizations

Department of State

State of Tennessee

312 Rosa L. Parks Avenue, 6th Floor

Nashville, Tennessee 37243

Phone: 615-741-2286

sos.tn.gov/businesses

Control #: 002014557

Filed: 04/15/2025 11:42 AM

Tre Hargett

Secretary of State

Entity Information

Entity Name: EDGE WASTEWATER UTILITIES LLC

Entity Type: Limited Liability Company

Fiscal Year Ending Month: December

Additional Designation: (No additional designation)

Series LLC ?

☐ Yes ☒ No

Principal Office Address

410 New Salem Hwy Ste 100

Murfreesboro, TN 37129

Rutherford County, USA

Mailing Address

410 New Salem Hwy Ste 100

Murfreesboro, TN 37129

Rutherford County, USA

Period of Duration:

Perpetual

Will this filing have a delayed effective date?

☐ Yes ☒ No

Nature of Business (NAICS):

221320 - Sewage Treatment Facilities

Other Provisions:

(No other provisions)

Do you have additional uploads you would like to attach to this filing?

☐ Yes ☒ No

Registered Agent Information

RICHARD M NICKS

1539 Olympic Ln

Lebanon, TN 37087

Wilson County, USA

Member Information

The Limited Liability Company will be: Manager Managed

Do you have six or fewer members at the date of this filing?

☒ Yes ☐ No

Number of Members at the date of filing:

Will this entity be registered as an Obligated Member Entity (OME)?

☐ Yes ☒ No

Organizer's Signature

☒ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.

☒ The undersigned, acting as organizer of the limited liability company under the provisions of the Tennessee Revised Limited Liability Company Act, adopt the above Articles of Organization.

Signed Electronically: BRICKE MURFREE

Date: 04/15/2025



Tre Hargett
Secretary of State

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

Date: 04/15/2025

Invoice: 2025-281213

Customer Information

M B MURFREE IV
EDGE WASTEWATER UTILITIES LLC
805 S. CHURCH STREET SUITE 21
MURFREESBORO, TN 37130, USA

Tracking #	Description	Amount Paid
B2025227731	Articles of Organization - Limited Liability Company for EDGE WASTEWATER UTILITIES LLC (LLC Filings)	\$ 300.00
Payment Details		
Fee Total:		\$ 300.00
Payment Total:		\$ 0.00
Amount Due:		\$ 0.00
Payment Method		
Payment Type: Credit Card		
Check/Confirmation Number: 3896491847		

Exhibit 6

Tennessee Business License

LISA CROWELL, RUTHERFORD COUNTY CLERK

LICENSE
0604752

STANDARD BUSINESS TAX LICENSE

Total Due: 16.36
Cash: Check: Check No.: Credit Card: 16.36 Auth# 07145D Change:
CAYSEY WK18 Drawer: 34 Site: 1
Work Date: 05/16/2025

DETACH THIS PORTION FOR CONFIDENTIAL FILE

LISA CROWELL
RUTHERFORD COUNTY CLERK
SUITE 121
319 NORTH MAPLE STREET
MURFREESBORO, TN 37130

LICENSE
0604752

STANDARD BUSINESS TAX LICENSE

Mailing

Location

69573 EDGE WASTEWATER, LLC

410 NEW SALEM HWY STE 100
MURFREESBORO, TN 37129

EDGE WASTEWATER, LLC

410 NEW SALEM HWY STE 100
MURFREESBORO, TN 37129

RICHARD MATTHEW NICKS
JAMES F. REED, III

LOCAL ACCOUNT NUMBER 69573
STATE ACCOUNT NUMBER 1001853504
TRANSACTION NUMBER _____
CLASS 03
SALES TAX NUMBER _____

ISSUE DATE 05/16/25
TAX PERIOD STARTED - 02/01/2025
PAYMENT DUE BY 4/15/2026
EXPIRATION DATE 5/15/2026

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

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

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


DEPUTY CLERK SIGNATURE CAYSEY WK18 Drawer:34 Site:1

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

Exhibit 7

Description of Geographic Territory

Baker Farms Treatment Facility

Wastewater Treatment, STEP System, Collection, & Drip Dispersal Plans

Maury County, Tennessee

S.O.P. No. _____

Construction Drawings

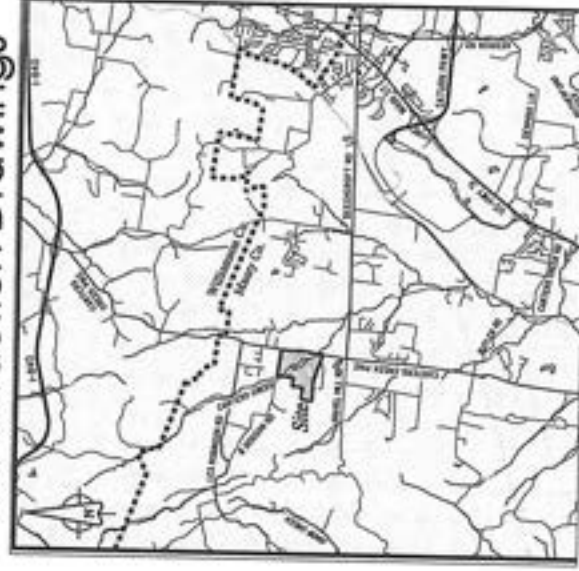
Drawing Index

Sheet No.	Title
C0.0	Cover Sheet
C0.1	Master Plan
C1.0-C1.12	STEP Collection Plans
C2.0-C2.3	Wastewater Treatment Plans
C3.0	Notches & Details
C3.1-C3.7	STEP Details
C4.0	Plan and Profile
C5.0-C5.4	Sewer Profiles

SEC, Inc. SITE ENGINEERING CONSULTANTS
MEMBER: NATIONAL ASSOCIATION OF ENGINEERS

6000 N. 10TH STREET, SUITE 100, DENVER, CO 80231
PHONE: (303) 733-7000 FAX: (303) 733-7001
WWW.SEC-INC.COM

By: *[Signature]* Date: 11/19/2008
James F. Reed III, P.E. TN Reg. #109038



Site Location Map
Not To Scale

Watershed: Carters Creek

Owner:

Carters Creek
PO Box 80000
Paducah, TN 37068

Developer:

Paul Ramsey
124 Kalamazoo Way
Spring Hill, TN 37174

Floodplain Note:

A Portion Of The Site Lies Within The 100 Year Flood Plain For
A Portion Of The Site Lies Within The 100 Year Flood Plain For
A Portion Of The Site Lies Within The 100 Year Flood Plain For

Total Site Land Data:

Survey: 1990
Total Site Area: 100.00 Acres
Total Site Area: 100.00 Acres

STEP Land Data:

STEP Area: 100.00 Acres
STEP Area: 100.00 Acres
STEP Area: 100.00 Acres

Yard Requirements:

Front: 40'
Side: 30'
Rear: 30'

Deed Reference:

The property shown hereon is an Easement Over Part
The property shown hereon is an Easement Over Part
The property shown hereon is an Easement Over Part

STEP Design:

Design Flow: 1.00 gpm
Design Flow: 1.00 gpm
Design Flow: 1.00 gpm

STEP Design:

Design Flow: 1.00 gpm
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Design Flow: 1.00 gpm

STEP Design:

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Design Flow: 1.00 gpm

STEP Design:

Design Flow: 1.00 gpm
Design Flow: 1.00 gpm
Design Flow: 1.00 gpm

Contacts:

STEP System Design Engineer:

Site Engineering Consultants, Inc.
500 Middle Tennessee Blvd.
Burlington, TN 37620
Phone: (615) 390-7000
Contact: James Reed

Civil Site Design Engineer:

Anderson, Goss, Goss and Associates
514 Commerce Park, Suite 4
Memphis, TN 38111
Phone: (901) 321-0000
Contact: Jack Goss

Wastewater Utility Company:

Maury County Sewer Dept.
410 New Salem Hwy., Suite 100
Murfreesboro, TN 37130
Phone: (615) 898-8888
Contact: Mark Neely

Sheet C0.0
Baker Farms Treatment Facility
S.E.C. Project #11000
Revision: 01-27-2008 Comments
10-28-2008 Update Layout

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21.000

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Master Plan

Baker Farms Treatment Facility
Wastewater Treatment, STEP System,
Collection, & Drip Dispersal Plans
Maury County, Tennessee



SEC, Inc.
SITE ENGINEERING CONSULTANTS
1000 S. MAIN ST., SUITE 100
NASHVILLE, TN 37203
615-259-1100
www.secinc.com



NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	10/1/00
2	REVISED PLAN	11/1/00
3	REVISED PLAN	12/1/00
4	REVISED PLAN	1/1/01
5	REVISED PLAN	2/1/01
6	REVISED PLAN	3/1/01
7	REVISED PLAN	4/1/01
8	REVISED PLAN	5/1/01
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105	REVISED PLAN	6/1/09
106	REVISED PLAN	7/1/09
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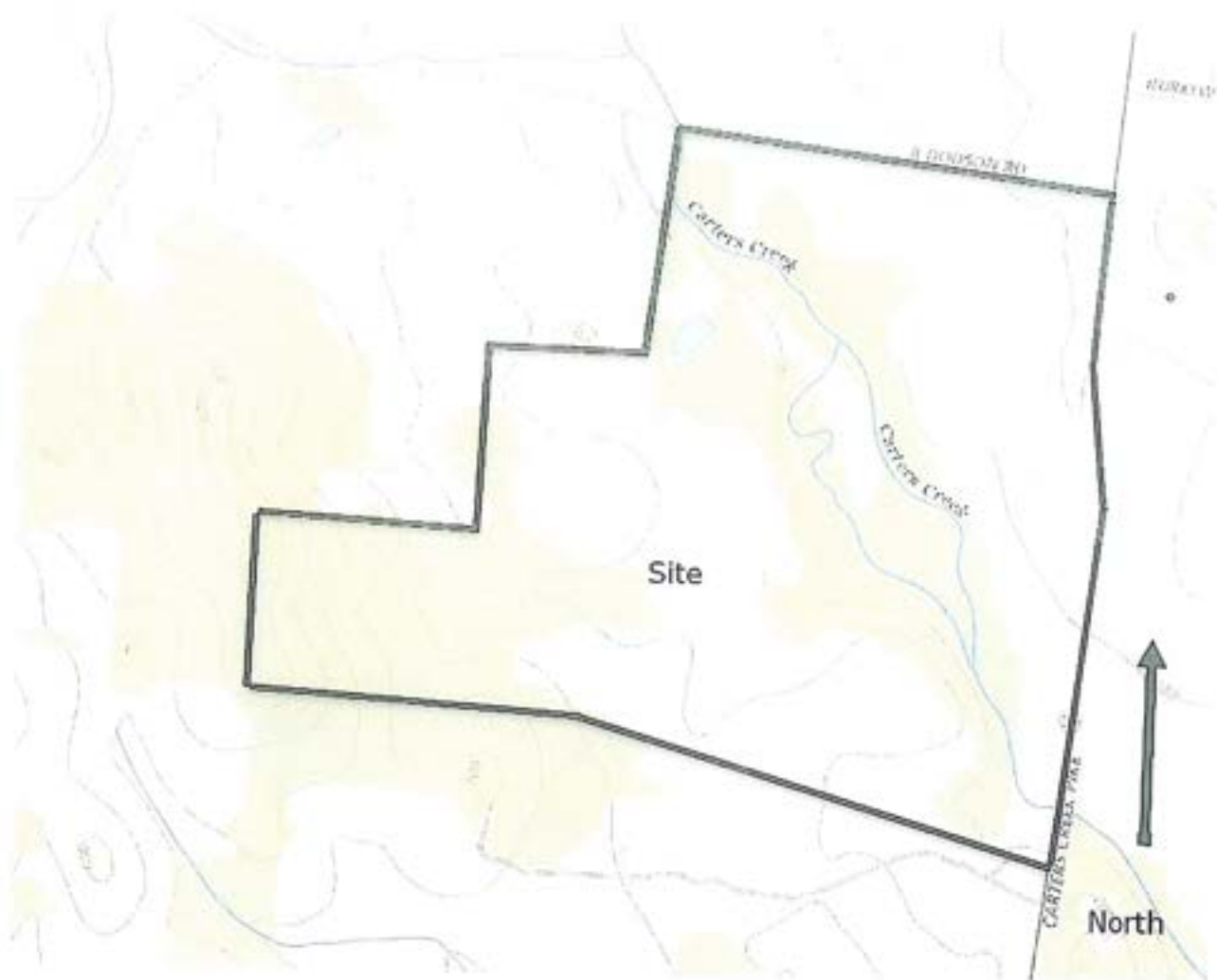
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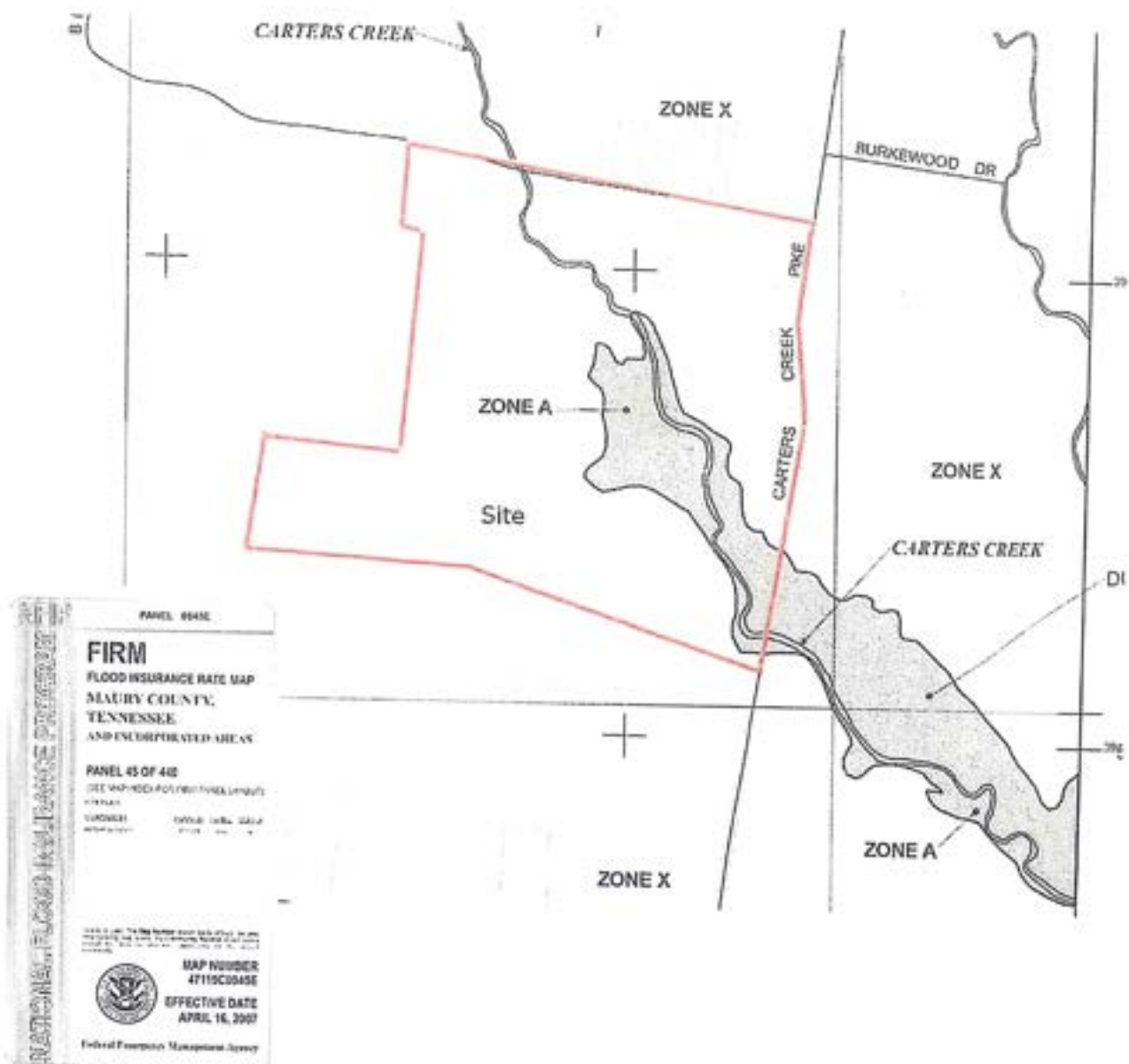
Aerial Map

SEC Project No. 21200



USGS Topo Map

SEC Project No. 21200



FEMA MAP 100-Year Floodplain and Elevations

SEC Project No. 21200

Exhibit 11

Developer Request to Serve Letter

Carlton Baker, Owner
Paul Varney, Developer
Paul Varney Construction, LLC
2460 Franklin Pike
Lewisburg, Tennessee 37091

November 20, 2025

Mr. Matthew Nicks
Edge Wastewater
410 New Salem Highway, Suite 100
Murfreesboro, Tennessee 37129

Re: Wastewater Treatment Services – Request for Sewer Service
Baker Farms
Carter's Creek Pike – Maury County
Tax Map 23, Parcels 6.00 & 7.01
178 Residential Lots

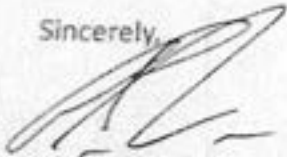
Mr. Nicks,

This letter serves as a formal notice that we are requesting sewer service from Edge Wastewater for a new development project titled "Baker Farms" on Carter's Creek Pike in Maury County, Tennessee. We are requesting your services since Maury County and the local Utility District do not provide public sanitary sewer service and have no plans in the foreseeable future to provide such service.

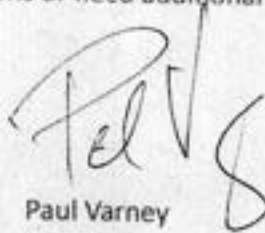
We agree to convey the treatment and land application areas located on the Baker Farms subdivision to the utility at the completion of the construction.

Please let me know if you have any questions or need additional information.

Sincerely,



Carlton Baker
Owner



Paul Varney
Developer

Exhibit 12

Letters from Local Government and Utilities

Lisa K. Cole
Executive Assistant
931-375-1001



Cindy Walls
Administrative Assistant
931-375-1002

Maury County Government

Sheila K. Butt, County Mayor

Room 101
Maury County Courthouse
Columbia, Tennessee 38401

January 13, 2026

Dear Paul Varney,

Maury County Water Systems does not currently provide public sanitary sewer service to the Baker Farms property and there are no plans in the foreseeable future to provide sewer service to this property.

Please let me know if you need additional information.

Sincerely,

A handwritten signature in cursive script that reads "Sheila K. Butt".

Sheila K. Butt
Maury County Mayor

Maury County Board of Public Utilities

Maury County Water System

Post Office Box 1196

Columbia, Tennessee 38402-1196

Office 931-375-1159 FAX 931-375-1174

December 12, 2025

Paul Varney

Paul Varney Construction, LLC

2640 Franklin Pike

Lewisburg, TN 37091

RE: Baker Farms, Tax Map 23, Parcels 6.00 & 7.01

Mr. Varney:

Maury County Board of Public Utilities has the authority to provide sewer service in Maury County. The statute creating the Board of Public Utilities does not grant Maury County Water System exclusive rights to the service area.

Therefore, Maury County Water System has no objections to a private sewer system should the Tennessee Public Service Commission (TPSC) grant a certificate of public convenience and necessity to provide sewer service to a subdivision.

Sincerely,



Todd Shultz, Superintendent

Maury County Water System

931-381-8900

CC: Carlton Baker

Exhibit 14

Sewer Service Agreement

SANITARY SEWER SERVICE AGREEMENT

This Sanitary Sewer Service Agreement (the "Agreement") is made and entered as of this 20th day of November 2025, by and between **Edge Wastewater Utilities, LLC**, a Tennessee limited liability company (the "Service Provider") and **Carlton Baker / Paul Varney Construction, LLC**, a Tennessee limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer plans and intends to develop a residential development community presently known as Baker Farms Subdivision (the "Development"), located at Carter's Creek Pike, Maury County, Tennessee and identified as Map 23, Parcel 6.00 & 7.01, in Maury County, TN described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Developer has requested Service Provider to commit to provide wastewater service to the Development; and,

WHEREAS, the Service Provider is willing to provide service; and

WHEREAS, Service Provider has the ability and technology to own and operate a system for the collection, treatment, and disposal of wastewater, and is willing and able to serve said Property, including the Development, subject to the terms, provisions and conditions set out in this Agreement, all of which are acceptable to the Developer; and

WHEREAS, Developer is responsible for constructing the wastewater collection, treatment, and disposal systems to serve the Development in accordance with the Plans and Specifications, as defined herein;

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Definitions.** In addition to the terms defined in the text of this Agreement, for purposes hereof, the following terms shall have the meaning ascribed to them below:
 - (a) "Applicable Laws" means all applicable constitutions, treaties, statutes, rules, regulations, ordinances, orders, directives, codes, judgments, decrees, injunctions, writs and determinations of any governmental or quasi-governmental authority.
 - (b) "Certified Installer" means a person who is certified by Service Provider to construct and install the watertight tanks and service line connections within the Lot(s) of the Development.
 - (c) "Development" means that certain residential housing development owned and developed by Developer upon the Property and located adjacent and contiguous to the Sewage Facility Land.
 - (d) "Effective Date" means the date the last of the parties hereto executes this Agreement.
 - (e) "Event of Force Majeure" means a strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other occurrence beyond the reasonable control of the party in question; provided lack of necessary funds shall not be considered an "Event of Force Majeure" for purposes hereof.

- (f) "GSPD" means average gallons of sewage per day, calculated on a monthly basis. For example, if a customer of Service Provider released 300 gallons of sewage into the Sewer System in a thirty (30) day month, such customer would have released 10 GSPD during such month.
- (g) "Lot" or "Lots" shall mean a portion or portions of the Property, which are shown on a Plat after the Plat has been recorded in the County Register of Deeds which Lot (except as otherwise noted herein) is to be used for residential purposes.
- (h) "Lot Owner" or "Lot Owners" shall mean and refer to one or more persons who hold the record title to any platted Lot within the Property, including but not limited to the Developer and any successor owner of said Property, which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
- (i) "Plans and Specifications" shall mean and refer to the plans and specifications for construction, installation and development of the Sewer System, as more particularly described on Exhibit C, attached hereto, which have been approved in writing by Service Provider. The Plans and Specifications shall also be in accordance with requirements of the State of Tennessee, the County, and all Applicable Laws.
- (j) "Plat" shall mean a subdivision plat of all or a portion of the Property which shows roads, open space, residential Lots and Wastewater Lots.
- (k) "Property" shall mean and refer to the real property described on Exhibit A, attached hereto.
- (l) "TPUC" means the Tennessee Public Utility Commission and any successor thereto.
- (m) "Sewage Facility" shall mean and refer to that certain sewage treatment facility constructed by or for the Developer on the Sewage Facility Land which is to be operated by Service Provider upon conveyance to Service Provider by the Developer in accordance with this Agreement.
- (n) "Sewage Facility Land" means that land described on Exhibit B upon which the Sewage Facility is located, attached hereto.
- (o) "Sewer System" means the Sewage Facility Land approved for 53,400 gallons per day of design flow, and the Sewage Facility as more particularly described in the Plans and Specifications, including, but not limited to all lines, pipes, meters, lift stations, equipment, machinery, fixtures, trade fixtures, easements and personal property used in connection with the operation thereof, whether or not located on the Sewage Facility Land or the Property, as the same may be altered, improved, modified, expanded or relocated from time to time.
- (p) "Sewer System Construction" means the construction of improvements for the Sewer System necessary to accommodate the Development as more particularly described in the Plans and Specifications.
- (q) "Wastewater Lot" means the same as shown on any Plat of the Property.
- (r) "Maury County" or the "County" means Maury County, Tennessee.

2. Compensation.

- (a) Developer will pay Service Provider a **\$1,200.00** per lot inspection and review fee to Service Provider. This amount is due when Service Provider signs the Subdivision Plat for the Lots as approved by

the County Planning Commission

(b) Service Provider will withhold signing any plat for the Development until all fees associated with the construction and installation of the Sewer System have been paid in full by the Developer.

3. **Sanitary Sewer Service.**

(a) *Dedication.* From and after the date the Sewer System is completed in accordance with the Plans and Specifications approved by Service Provider and upon the completion or satisfaction by Developer and Service Provider of all the other terms and conditions set forth herein, Service Provider shall give written acceptance of the system to the Developer and shall provide sanitary sewer service to all lots in the Development.

(b) *Usage.* Lot Owners shall only have the right to discharge sanitary sewage into the Sewer System, and the Lot Owners agree to use the Sewer System in a manner that complies with the "User Manual Do's and Don'ts for Effluent Collection Systems" attached hereto as **Exhibit D**. If sewer service to the Property is temporarily interrupted due to an Event of Force Majeure, Service Provider shall have no liability to the Developer or any Lot Owner on account of such interruption. In such event of temporary interruption, Service Provider shall use its best efforts to restore sewer service to the Property as quickly as possible. **Developer represents and warrants that its contract of sale with each third-party purchaser or third-party builder of each Lot shall include in it the requirement that such person or entity must enter into a Sewer Service Agreement with Service Provider in form and substance as attached hereto as Exhibit E, and Developer shall secure the proper execution and recordation of a Sewer Service Agreement upon the sale or transfer of any lot to a third-party purchaser or third-party builder**

(c) *Acceptance by Service Provider.* Once the Developer completes the Sewer System for each phase of the Development, and once Service Provider inspects and provides written approval of the Sewer System, and all fees due under Section 2 have been paid, Service Provider will accept contribution of the system as an expansion and improvement of the Sewage Facility and Sewer System and will commence providing sewer service for such phase.

4. **Permits.** Service Provider shall obtain and pay for all permits, licenses and other approvals necessary to allow Service Provider to deposit the applicable GSPD into the Sewer System, including, but not limited to, any regulatory approvals that must be obtained from the TPUC or any other governmental or quasi-governmental authority having jurisdiction over the Sewer System. Developer agrees to cooperate and use best efforts to assist Service Provider in obtaining any permits, licenses, and approvals necessary for Service Provider to provide service to the Property.

5. **Sewer System Construction.**

(a) *Installation and Developer Responsibility.* Developer shall furnish, install, lay and construct all of the Sewer System at its own expense and at no cost or expense to Service Provider. The construction and installation of the Sewer System improvements shall be in strict accordance with the Plans and Specifications as approved by Service Provider. Service Provider shall inspect the construction of the improvements upon intervals determined by Service Provider and communicated to Developer in advance. All Sewer System improvements shall be located as set forth in the Plans and Specifications. Any proposed changes to the approved Sewer System plans must be presented to Service Provider and agreed to in writing by the Parties. Service Provider may withhold approval and acceptance of the Sewer System in the event changes are made without prior Service Provider approval.

Developer Responsibility.

- (a) *Delegation by Developer.* The Plans and Specifications require that Developer must install watertight tanks and service connection lines within Lots in accordance with the Plans and Specifications, at Developer's expense. Should Developer authorize a Lot Owner or third-party builder to construct such watertight tanks and service connection lines within any Lot, Developer represents and warrants that it will require such person or entity to comply with the Plans and Specifications and bear all expense of compliance and ensure that the installation work is performed by a Certified Installer.
- (b) *Wastewater System Performance Bonds.* The Developer shall post any bonds as required by TPUC, Service Provider and/or the County in accordance with the respective entities' rules and regulations.
- (c) *No Liens.* Developer shall complete the development and construction of the Sewer System in accordance with the Plans and Specifications, and the Sewer System shall be free of any laborers', materialmen's, mechanics', or other liens on any part of the Sewage Facility Land or the Sewer System, and Developer shall not permit any such lien to be filed or otherwise imposed on any part of the Sewage Facility. In the event any such lien is filed against the Sewage Facility the Sewage Facility Land, or the Sewer System, Developer or Developer's Contractor shall promptly cause such lien to be discharged or in lieu thereof file a bond or other security for the payment of such lien in form and amount satisfactory to Service Provider.

6. **Conveyance and Transfer.** Upon completion, Developer shall:

- (a) convey by quit claim deed (the "Deed"), in the form attached hereto as **Exhibit F**, the Sewage Facility Land to Service Provider;
- (b) provide Service Provider with an owner's policy of title insurance for the value of the facility and land issued by a nationally recognized title company showing the status of title to the Sewage Facility Land as free and clear of all material or interfering encumbrances (determined in Service Provider sole discretion), including, but not limited to, any monetary liens, including mortgages or deeds of trust, in the name of Service Provider for the full amount of the construction of the Sewage Facility and the value of the Sewage Facility Land (the "Title Policy"), the Title Policy shall also include an ALTA 31 Severable Improvements endorsement;
- (c) provide Service Provider with a survey of the Sewage Facility Land prepared by a surveyor or engineer licensed in the State of Tennessee sufficient to allow the title company to eliminate the standard printed exceptions in the owner's title policy pertaining to discrepancies in the area or boundary lines, encroachments, overlaps, improvements, or similar matters (the "Survey"), which Survey shall be certified to Service Provider and the title company;
- (d) provide the Service Provider with "as-built" plans for the Sewer System;
- (e) grant Service Provider a non-exclusive sewer line easement, in the form attached hereto as **Exhibit G**, across those portions of the Property lying five (5) feet of either side of the sewer line within the Property.

All costs, fees and expenses related to the foregoing within this Section 6 shall be the sole responsibility of Developer, including, without limitation, recording fees, transfer taxes, title premiums, title endorsement charges and survey costs.

7. **Developer Warranty.** The Developer hereby warrants all Sewer System improvements installed pursuant to the provisions of this Agreement against defects in workmanship and materials for the particular phase being platted from the time Service Provider accepts the Sewer System and for a period of one (1) year from the date Service Provider obtains twenty-five percent (25%) of the platted

lots in the phase being connected to the system. The Developer shall reimburse Service Provider upon demand for all costs and expenses incurred by Service Provider to repair all breaks, leaks or defects of any type whatsoever arising from any cause whatsoever occurring from the time Service Provider accepts the Sewer System and for a period of one (1) year from the date Service Provider obtains twenty-five percent (25%) of the platted lots in the phase connected to the Sewer System. The Developer hereby warrants that the Sewer System improvements shall be paid for in full and that no liens or encumbrances of persons claiming by, through or under the Developer shall remain in regard to the Sewer System improvements.

8. **Representations and Warranties.**

(a) Service Provider represents, warrants and covenants to Developer that:

(i) Service Provider is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Tennessee and is duly qualified to transact business in the State of Tennessee; and

(ii) Service Provider has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder without the consent or approval of any governmental authority; and

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

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

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

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

(vii) Service Provider is not a party to any voluntary or involuntary proceedings under any law relating to insolvency, bankruptcy, moratorium or creditors' rights.

(viii) All necessary permits as required by the State, County, and any other governing authority for the operation of the Sewage Facility have been or will be timely applied and obtained prior to commencement of the operation of the Sewage Facility, including, specifically, the issuance of a Certificate of Public Convenience and Necessity from TPUC to Service Provider.

(b) Developer represents, warrants and covenants to the Service Provider that:

(i) Developer is duly organized and validly existing and in good standing under the laws of the State of Tennessee and is duly qualified to transact business in the State of Tennessee; and

(ii) Developer has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder, without the consent or approval of any governmental

authority; and

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

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

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

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

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

(viii) That to its knowledge all necessary permits as required by the State, County, and any other governing or regulatory authority have been applied or will be applied for by the Contractor and obtained prior to the construction of the Sewer Facility.

9. **Default and Termination.**

(a) Notwithstanding anything to the contrary herein, Service Provider may, at all times prior to the completion of the Sewer System, terminate this Agreement in the event that:

(i) Developer has materially failed to perform its obligations with regard to construction of the Sewer System pursuant to the terms of this Agreement and in accordance with the Plans and Specifications and has failed to cure said failure within fifteen (15) calendar days after receiving written notice from Service Provider specifying in detail the nature of such failure; provided if such failure cannot reasonably be cured within said fifteen (15) calendar day period, then Service Provider may not terminate this Agreement if Developer has commenced to cure the failure within said fifteen (15) calendar day period and thereafter prosecutes such cure to completion with reasonably acceptable diligence; or

(ii) Developer has defaulted in the payment to Service Provider of the fees set forth in Section 2(a) as and when required and fails to cure such default within fifteen (15) calendar days after notice from Service Provider thereof and thereafter prosecutes such cure to completion with reasonably acceptable diligence; or

(iii) A receiver, liquidator, or trustee of Developer shall be appointed by court order, or a petition to liquidate or reorganize Developer shall be filed against Developer under any bankruptcy, reorganization or insolvency law and such order or petition is not vacated or dismissed within sixty (60) calendar days, or Developer shall voluntarily file a petition in bankruptcy or request for reorganization under any provision of the bankruptcy reorganizational insolvency laws unless such petition is dismissed within sixty (60) calendar days after the filing thereof, or if Developer shall make an assignment of all or substantially all of its assets for the benefit of creditors, or if Developer is adjudicated bankrupt.

(b) Developer may terminate this Agreement, at any time during the term of this Agreement prior to completion of the Sewer System, if a receiver, liquidator, or trustee of Service Provider

shall be appointed by court order, or a petition to liquidate or reorganize Service Provider shall be filed against Service Provider under any bankruptcy, reorganization or insolvency law and such order or petition is not vacated or dismissed within sixty (60) calendar days, or Service Provider shall voluntarily file a petition in bankruptcy or request for reorganization under any provision of the bankruptcy reorganizational insolvency laws unless such petition is dismissed within sixty (60) calendar days after the filing thereof, or if Service Provider shall make an assignment of all or substantially all of its assets for the benefit of creditors, or if Service Provider is adjudicated bankrupt.

Further, Developer may terminate this Agreement in the event that Service Provider has materially failed to perform its obligations will regard pursuant to the terms of this Agreement and has failed to cure said failure or default within fifteen (15) calendar days after receiving written notice from Developer specifying in detail the nature of such failure; provided if such failure cannot reasonably be cured within said fifteen (15) calendar day period, then Developer may not terminate this Agreement if Service Provider has commenced to cure the failure within said fifteen (15) calendar day period and thereafter prosecutes such cure to completion with reasonably acceptable diligence.

10. **Indemnification.**

- a) Each party agrees to indemnify and hold harmless the other from, against and/or with respect to:
 - i) Any loss, expense, liability, damage, or deficiency resulting from any material misrepresentation, breach of warranty, or nonfulfillment of any covenant or agreement on the part of such party made or given in or with respect to this Agreement, or from any material misrepresentation in or omission from any certificate, schedule, exhibit or other document or instrument furnished or to be furnished to the other in connection with the transactions provided for in this Agreement, or from any gross negligence or willful misconduct of the other party; and/or
 - ii) Any and all costs and expenses (including attorneys' fees) arising in connection with any of the foregoing.
- b) In addition to the above, Developer shall indemnify and hold Service Provider harmless of, from, against and in respect of:
 - i) Any tax lien, levy, assessment, payment, liability, penalty or other deficiency, whether disputed or not, suffered or incurred by Service Provider as a result of or arising out of Developer's ownership of the Property;
 - ii) Any judgment, award, payment, settlement, cost or expense arising out of Developer's ownership of the Property, and rendered against or suffered or incurred by Service Provider as a result of or with respect to any lawsuit;
 - iii) Any and all costs and expenses (including but not limited to attorneys' fees) arising in connection with any of the foregoing.
 - iv) Any violation of any permit requirement of the State of Tennessee, the County, and any other governing or regulatory authority with jurisdiction over the construction of the sanitary sewer.

- c) The provisions of this section shall survive for a period of three (3) years after the later date of completion of the Project and/or expiration or termination of this Agreement.

11. **Environmental Indemnity.** In addition to the above, Developer represents, warrants and covenants to, for and with Service Provider that:

(a) there are no Hazardous Materials which have been generated and disposed of by Developer or which have been generated and disposed of by Developer and have migrated to the Property (including the ground water thereon) from any adjacent real estate owned, leased, or otherwise controlled by Developer, (except for those Hazardous Materials which may be stored on or about the Property in accordance with the Applicable Environmental Laws), as such terms are defined in the Applicable Environmental Laws, or in any regulations promulgated pursuant thereto; and

(b) there are no underground storage tanks which are owned or operated by Developer located in or about the Property; and

(c) Developer has not received any notice and to the knowledge of Developer no notice has been given to any party in the chain of title to the Property, by any person claiming any violation of, or requiring compliance with, any Applicable Environmental Laws, demanding payment or contribution for environmental damage; and

(d) to the knowledge of Developer, no investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Materials located on about or under all or a portion of the Property or contiguous or adjacent to the Property (provided that such contiguous or adjacent property is owned or controlled by Developer) is pending, or, to the knowledge of Developer, proposed, threatened or anticipated.

To the extent that Developer breaches any of the aforementioned representations and Service Provider is required by law to undertake any remedial or removal actions in connection therewith, as defined in the Applicable Environmental Laws, or to the extent that Service Provider is otherwise liable to incur costs or may otherwise be held liable to any third party in connection with such breach or for any removal or remedial actions taken with respect thereto, then, within a reasonable period of time following receipt of notice thereof from Service Provider, Developer shall indemnify Service Provider and hold Service Provider harmless from all liabilities, damages and costs incurred by Service Provider with respect to such breach including, without limitation, all claims, liabilities, loss, costs or expenses arising from the incurrence of any penalties, charge or expenses with respect thereto in defending itself against any suit or action brought by such third party, and in paying or satisfying any judgment obtained by such third party against Service Provider. The obligations of Developer under this section and the indemnity given hereunder shall survive the Closing for a period of three (3) years.

12. **Developer Obligations.**

(a) The Developer shall pay a monthly wastewater capacity reservation fee of \$10.00 per platted Lot, or as may be amended from time to time by the TPUC, for each Lot owned that is not attached to the Sewer System. **Should the Developer sell a Lot, the Developer agrees to include in the sales contract with the purchaser the requirement to pay to Service Provider the monthly wastewater capacity reservation fee at the then current TPUC established rate.** The fee shall be payable each month by the 15th of the month for the owners of record as of the 1st of such month.

When the Lot Owner attaches to the Sewer System and accepts service with the Sewer System, such Lot Owner shall not be charged a monthly fee thereafter so long as the Lot Owner maintains service.

13. **Operation, Maintenance and Improvements.**

(a) Service Provider shall:

(i) perform all repairs, maintenance, and replacements necessary to keep the Sewer System in a good working order; and

(ii) operate the Sewer System in compliance with Applicable Laws, including, but not limited to, all Applicable Laws related to human health, safety, and the environment. To the extent reasonably possible, Service Provider shall perform all repairs, maintenance, and replacements to the Sewer System in a manner that does not interfere with its ability to provide sewer service to the Property. In the event any repairs, maintenance or replacements to the Sewer System will result in an interruption of sewer service to the Property, Service Provider shall notify Developer thereof and use its best efforts to minimize the interference caused thereby, which efforts shall include, but not be limited to, working with Developer to schedule the repairs, maintenance and replacements so as to avoid or lessen the disruption. Service by Service Provider will be provided in compliance with its established tariff in effect with the TPUC.

(b) Developer further agrees to execute, acknowledge and deliver to Service Provider any and all mutually agreed upon easements that may be necessary or appropriate as reasonably determined by Service Provider for the construction, expansion, access, operation and maintenance of Service Provider's Sewer System, or portion thereof.

14. **Restrictive Covenants.** Developer shall include, within any declaration or other instrument regarding restrictive covenants for the Development, a provision regarding the sewage disposal system set forth herein in **Exhibit H**, attached hereto.

15. **Water Valve Requirements.** Developer is required to install a water shut off valve with an appropriate valve box on the water line on the customer's side of the water meter at each home in the subdivision. If the Developer sells the lot to allow another party to build on the lot, they must ensure that the purchaser is notified of the water valve requirements.

16. **Assignment.** Neither Developer nor Service Provider shall have the right to sell, assign, transfer, lease or convey all or a portion of its rights hereunder without the prior written consent of the other party. Notwithstanding the foregoing, Developer and Service Provider shall have the right to assign all of its rights under this Agreement to any party purchasing the Sewer System or the Property so long as such party assumes all of Developer or Service Provider's respective obligations hereunder. It is agreed that as used herein, "Developer" shall mean Developer and its respective successors, assigns, transferees and tenants, with the exception of homebuilders purchasing finished lots on the Property and persons or entities purchasing completed homes on the Property, and "Service Provider" shall mean Service Provider and its respective successors and assigns.

17. All notices of any kind which either part may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service at the addresses set forth below:

As to Developer:	Paul Varney, LLC 2460 Franklin Pike Lewisburg, Tennessee 37091
------------------	--

Attn: Paul Varney
Telephone 931-286-1513
Email: varney64@gmail.com

As to Service Provider: Edge Wastewater Utilities, LLC
Attn: Matthew Nicks
410 New Salem Highway, Suite 100
Murfreesboro, Tennessee 37129
Telephone: 615-969-6564
Email: mnicks@edgewastewater.com

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission.

18. **Miscellaneous.**

- (a) Entire Agreement. This Agreement (i) constitutes the entire agreement and understanding of Developer and Service Provider with respect to the subject matter hereof, and (ii) may be amended only by a written instrument executed by Developer and Service Provider .
- (b) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Tennessee.
- (c) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- (d) No Waiver. No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any right or remedy accruing upon the breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver by Developer or Service Provider of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.
- (e) Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be added as a part of this Agreement that is as similar to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- (f) Prior Drafts. All negotiations, considerations, representations and understandings between Developer and Service Provider are incorporated herein. No inference shall be drawn from the addition, deletion or modification of any language contained in any prior draft of this Agreement.
- (g) Attorneys' Fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation.
- (h) Exhibits. Service Provider and Developer hereby acknowledge and agree that all exhibits

referenced in this Agreement are attached hereto and incorporated herein by reference.

- (j) Relationship Between the Parties. This Agreement shall not be deemed or construed to create a partnership or joint venture between Developer and Service Provider or cause Developer or Service Provider to be liable or responsible in any way for the agreements, actions, liabilities, debts or obligations of the other.
- (k) Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next business day.
- (l) This Agreement shall be governed by the laws of the State of Tennessee.
- (m) Developer hereby irrevocably consents to the jurisdiction of the United States District Court for the Middle District of Tennessee and of all Tennessee state courts sitting in Rutherford County, Tennessee, for the purpose of any litigation to which Service Provider may be a party and which concerns this Agreement. It is further agreed that venue for any such action shall lie exclusively with courts sitting in those federal and Tennessee jurisdictions named above, unless Service Provider agrees to the contrary in writing.
- (n) Exhibits. Service Provider and Developer hereby acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.
- (o) Relationship Between the Parties. This Agreement shall not be deemed or construed to create a partnership or joint venture between Developer and Service Provider or cause Developer or Service Provider to be liable or responsible in any way for the agreements, actions, liabilities, debts or obligations of the other.
- (p) WAIVER OF JURY TRIAL. THE PARTIES HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE OBLIGATIONS HEREUNDER. THE PARTIES EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.
- (q) Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed as original documents and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

Service Provider

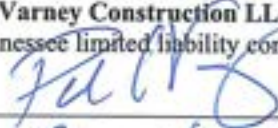
Edge Wastewater Utilities, LLC.
a Tennessee limited liability company
By: 

Name: R. Matthew Nicks

Title: President

Developer

Paul Varney Construction LLC
a Tennessee limited liability company

By: 

Name: PAUL VARNEY

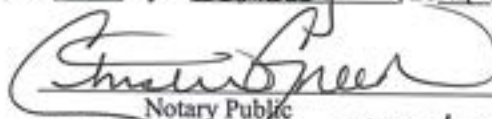
Title: OWNER

STATE OF TENNESSEE

COUNTY OF Rutherford

Personally appeared before me, R. Matthew Nicks, Notary Public, , with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Edge Wastewater Utilities LLC., the within named bargainor, a Tennessee limited liability company, and is authorized to execute this instrument on behalf of Edge Wastewater Utilities, LLC.

WITNESS my hand, at office, this 13th day of January, 2026.


Notary Public

My Commission Expires: 7/29/29

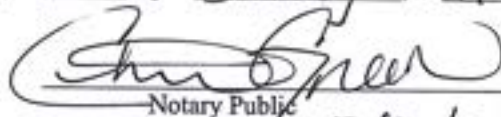


STATE OF TENNESSEE

COUNTY OF Rutherford

Personally appeared before me, Paul Varney, Notary Public, Christine Green with whom I am personally acquainted and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the owner of Paul Varney Construction LLC the within named bargainor, a owner, and is authorized to execute this instrument on behalf of Paul Varney Construction LLC

WITNESS my hand, at office, this 13th day of January, 2026.


Notary Public

My Commission Expires: 8/29/2029



Exhibit A

Property

Exhibit B

Sewage Facility Land

Exhibit C

Plans and Specifications

USER MANUAL

User Guidelines

For

EFFLUENT COLLECTION SYSTEMS

Copy to be provided and can be viewed online at:

www.Edgewastewater.com

Exhibit E

Sewer Service Agreement

DATE: _____

PRINTED NAME

ADDRESS OF PROPERTY

LOT #

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL ADDRESS

I hereby make application to **Edge Wastewater Utilities, LLC** ("Service Provider") for sewer service at the address of property stated above. In consideration of the undertaking on the part of Service Provider to furnish sewer service, I understand, covenant and agree as follows:

1. I understand that the components of a sewer system have been installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by Service Provider. I warrant that any connection to and/or subsequent use to this system by the components on my property shall be in accordance with the Rules, Regulations and Plans of Service Provider. Regarding my usage of the system components on my property, which are owned by me, I covenant to follow the guidelines set forth in the USER MANUAL (Do's and Don'ts for an Effluent Collection System). Should I violate these Rules and/or abuse or damage my components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of Service Provider.
2. I acknowledge Service Provider, its successors and assigns have a perpetual easement in, over, under and upon the above specified land as shown on the property plat, with the right to operate and repair all components of the sewer system on my property, including but not limited to the interceptor tank and the Interceptor Pump or Interceptor Gravity Tank systems. I further grant Service Provider permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.
3. For all other plumbing and structures on the property, including the outfall line to the interceptor tank, I agree that I am responsible for all operation and repair thereof.
4. I hereby authorize Service Provider to purchase and install a cutoff valve on my side of my water meter and grant Service Provider exclusive right to use such valve in accordance with its Rules and Regulations. However, the use of this valve does not in any way relieve me of my obligation to pay for water service to the service provider.
5. I understand and agree to promptly pay for service at the then current schedule of rates and fees and agree to abide by and be subject to Service Provider's billing and cutoff procedures. Should I not pay in accordance with Service Provider's Rules, I agree to pay all costs of collection, including attorney fees.
6. I accept the current Rules and Regulations and the Rates and Fees Schedule and agree to abide by any amendments to such Schedules.
7. I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above- described property. When such circumstances no longer exist, I agree to provide notice to Service Provider at least thirty (30) days in advance of my vacating the property.

SUBSCRIBER'S SIGNATURE

Exhibit F

Form of Deed

This instrument prepared by:

Name and Address of New Owner:

Send Tax Bills To:
SAME AS OWNER

Tax Map/Parcel:

STATE OF TENNESSEE
COUNTY OF _____

QUITCLAIM DEED

The undersigned, _____, a _____, does hereby transfer, convey and quitclaim unto, **Edge Wastewater Utilities, LLC**, a Tennessee limited liability company, its successors and assigns, all of its right, title, claim and interest in the following described real estate situated in _____ County, Tennessee, to-wit:

[INSERT LEGAL DESCRIPTION]

THIS CONVEYANCE is made subject to all restrictions, easements, setback lines and all other matters that are applicable to the above-described property, and of record, and to all zoning and subdivision restrictions of the appropriate governmental body.

WITNESS MY HAND on this the ____ day of ____, 202__.

[insert name of grantor]

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, a Notary Public in and for said State and County, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the _____ of _____, a _____ and as such _____ executed the foregoing instrument for the purposes therein contained and acknowledged the instrument to be the free act and deed of the company.

WITNESS my hand, this _____ day of _____, 202__.

NOTARY PUBLIC

My Commission Expires:

STATE OF _____

COUNTY OF _____

I hereby swear or affirm that the actual consideration for this transfer is \$_____.

Affiant

Sworn to and subscribed before me,
this ____ day of _____, 202__.

Notary Public
My commission expires: _____

Exhibit G

Form of Sewer Line Easements

This Instrument Prepared By

Subdivision _____
Book _____
Page _____

Upon Recording Return to
Murfree, Goodman, & Rosado, PLLC
Attorneys-at-Law
805 S. Church St., Suite 21
Murfreesboro, TN 37130

DEED FOR EASEMENT FOR WASTEWATER SYSTEM LINES & EQUIPMENT

This Deed made by and between _____, LLC, Grantor, and **Edge Wastewater Utilities, LLC** a Tennessee limited liability company, a private utility company, Grantee.

WITNESSETH:

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

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

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

NOW, THEREFORE, Grantor, for and inconsideration of inducing Grantee to construct the said wastewater lines and equipment and for no monetary consideration and other good and valuable consideration, the receipt of all of which is hereby acknowledged, does hereby grant, give and convey unto Grantee, its successors and assigns, the perpetual right and non-exclusive easement to lay, construct and install wastewater lines and equipment and to operate, maintain and repair said wastewater system under and across their land. Said easement shall be a twenty (20) foot construction easement with a perpetual easement ten (10) feet in width (five (5) feet on either side of the wastewater lines) as shown on **Exhibit A** attached hereto and parallel to the wastewater lines. Grantor does hereby grant, give and convey to Grantee a perpetual right to cut, trim or remove the trees, shrubbery and like obstructions, and for the purpose of the construction, reconstruction, repairing, operating and maintaining said lines along, over and across the area which is located within Five (5) feet of the side of the center line of said wastewater line as actually installed.

It is agreed and understood that the contractor for Grantee shall be financially responsible for all damages done to the fences and any other structures at the time of installation or maintenance of the wastewater lines and shall cleanup and re-grass according to present usage.

Grantor will give notice of this deed to each and all of his assigns of the subject property. As used where, the singular includes the plural and the masculine includes the feminine.

The provisions hereof shall run with the land and are binding upon the Grantor and Grantor's heirs, successors, and assigns, including without limitation subsequent owners of said real property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the _____ day of _____, 20__.

GRANTOR: _____

By: _____

GRANTEE: Edge Wastewater Utilities, LLC

By: _____

STATE OF TENNESSEE

COUNTY OF _____

Personally appeared before me, the undersigned authority, a Notary Public, in and for the State and County aforesaid, the forenamed bargainers, _____, with whom I am personally acquainted, and who acknowledged the execution of the foregoing instrument for the purpose contained therein.

Witness my hand and official seal on this the _____ day of _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Exhibit H

Restrictive Covenants

SPECIAL PROVISIONS REGARDING WASTEWATER DISPOSAL

Section 1. Wastewater System. The Property and each Residential Unit located thereon shall be served by a wastewater treatment and disposal system to be operated by Edge Wastewater Utilities, LLC, its heirs, successors and assigns (the "Wastewater Utility"). Each Owner, by purchase of a Residential Unit [or Lot], agrees to enter into an agreement regarding the Wastewater System with such Wastewater Utility in form and substance satisfactory to such Wastewater Utility as approved by the Tennessee Public Utility Commission, and to abide by any rules, regulations or other requirements of such Wastewater Utility regarding the Wastewater System.

Section 2. Wastewater Utility. No individual wastewater disposal system shall be permitted on any Residential Unit. The Wastewater System of the Property will be owned and operated by the Wastewater Utility, a public utility company, which is regulated by the Tennessee Public Utility Commission. Water and sewer lines will be installed to the line of each Residential Unit. It will be the responsibility of a Lot Owner who is building a home to extend these lines to the dwelling and install components per the specifications of the Wastewater Utility.

Section 3. System Requirements.

(a) The Wastewater System being installed requires the Owner of each Residential Unit to purchase and install a tank system on the Residential Unit when constructing a building and before occupancy of the dwelling. After installation of the tank is accepted by the Wastewater Utility, all maintenance, service and/or replacement will thereafter be the responsibility of the Wastewater Utility. The Owner by accepting a deed to a Residential Unit in the _____ subdivision grants a convenience easement onto and across the property to the Wastewater Utility responsible for maintenance of the collection lines and sewer tank system. The Owner shall purchase and install, at the Owner's expense, a tank system of a size, shape, and nature as required by and in compliance with specifications as provided to the then Owner by the Wastewater Utility.

(b) Each Owner shall be required to ensure that a water shut-off valve with an appropriate valve box is installed in the water line on the Owner's side of the water meter at each residence built on a Residential Unit within the Property. The valve shall comply with specifications established by the Wastewater Utility.

(c) The Wastewater Utility will authorize the Owner to discharge wastewater into the Wastewater System only after the Wastewater Utility has inspected and approved the equipment installation.

Section 4. Owner Responsibilities. The Owner agrees that by accepting a deed to a Residential Unit and by installing and using the tank system that such Owner will not knowingly discharge nor allow to be discharged any material, chemical, solid, or liquid into the Wastewater

System that will create an environmental hazard or that will cause damage to any part of the Wastewater System.

Section 5. Fees.

(a) A stand-by fee for each Residential Unit is charged by the Wastewater Utility until a dwelling is constructed and connected to the Wastewater System and the Owner signs up for service. The amount of the stand-by fee is set by the Tennessee Public Utility Commission and is \$10.00 per month as of the date of adoption of this Declaration, or as may be amended in the future by the Tennessee Public Utility Commission. Such fee shall be paid by the Owner of each Residential Unit by the 15th of each month and shall be paid by the record Owner of such Residential Unit as of the 1st of such month.

(b) In order to secure wastewater service to a home, the Owner will be required to enter into a service agreement with the utility. The monthly rate for wastewater service is set by the Tennessee Public Utility Commission.

Section 6. Survival. The terms and conditions of this Article in its entirety shall survive closing of the sale of any Residential Unit and acceptance of a deed thereto and shall not be merged therein and shall be binding upon successive Owners of each Residential Unit.

Section 7. Amendment, Termination, Non-expiration. Notwithstanding any other provisions in this instrument the provisions of this section being the Special Provisions Regarding Wastewater Disposal shall not expire and may only be terminated or amended by written agreement of the Wastewater Utility which shall be recorded in the applicable Register's Office.

Exhibit 15

Biographies of Officers and Key Wastewater Utility Staff

Biographies of Officers & Key Personnel

R. Matthew Nicks, President

Bachelor of Engineering – University of Texas, 1984

Licensed General Contractor, Tennessee License #

Mr. Nicks is the President of Edge Wastewater Utilities, LLC. He was formerly the President of a large decentralized wastewater utility company with operations in Tennessee, Alabama and Ohio. He was responsible for the operations, engineering and construction of the wastewater treatment facilities and land application drip dispersal irrigation zones. Mr. Nicks has worked all over the world handling, overseeing and managing the collection, treatment, storage, transportation and shipping of hazardous waste in a variety of industry settings. He has a strong background in regulatory compliance matters including those related to the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the Environmental Protection Agency (EPA) and the Tennessee Department of Environment & Conservation (TDEC).

Matthew Taylor, Secretary/Treasurer

Bachelor of Engineering – Tennessee Technological University, 2004

Professional Engineer, Tennessee, License # 112515

Mr. Taylor is the Secretary/Treasurer of Edge Wastewater Utilities, LLC. He has over 20 years of experience in project management, planning, design, and coordination of civil engineering projects. Specifically, in the areas of site grading plans, water & sewer design, drainage studies, residential subdivisions, commercial & industrial developments and mixed-use projects.

James F. Reed, III

Bachelor of Engineering – Tennessee Technological University, 1994

Professional Engineer, Tennessee, License # 109038

Registered Land Surveyor, Tennessee License # 2063

Mr. Reed has over 30 years of experience in project management, planning, design and coordination of civil engineering projects. Specifically, in the areas of site grading, decentralized wastewater treatment system design, advanced wastewater designs, water & utility design, and roadway construction plans.

Exhibit 18

Treatment System Contractor & Construction Agreement



September 15, 2025

EDGE WASTEWATER LLC
410 NEW SALEM HIGHWAY SUITE 100
MURFREESBORO, TN 37129

RE: Contractor's License

Approved Dear Contractor,

Your application for a Tennessee contractor's license was reviewed and approved by the Board for Licensing Contractors. You may confirm the status online at <http://verify.tn.gov>. You should receive the original license certificate by mail within the next 10 – 14 business days. The following is confirmation of your license status:

License number:	83500	
Classification and Monetary Limit:	\$400,000.00; BC-B; BC-C; MU	
Qualifying Agent:	. Matthew Nicks	R Matthew Nicks
Expiration Date:	September 30, 2027	

You may download a copy of the certificate through your online account at <http://core.tn.gov>. The option to download the certificate will be found on the Quick Menu page, under Manage your license information. If you do not have an online account, one may be sent up at <http://core.tn.gov> and you will need the following information:

License number:	83500
Entity number:	2440013
Zip Code:	37129

If you have any questions, feel free to contact us at 615-741-8307 or contractor.app@tn.gov.

Sincerely,

Tennessee Board for Licensing
Contractors New Applications
Section



STATE OF TENNESSEE
DEPARTMENT OF
COMMERCE AND INSURANCE



EDGE WASTEWATER LLC

ID# 83500

ID NUMBER: 83500

LIC STATUS: ACTIVE

EXPIRATION DATE: September 30, 2027

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

EDGE WASTEWATER LLC
410 NEW SALEM HIGHWAY SUITE 100
MURFREESBORO, TN 37129

State of Tennessee

14951813

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
EDGE WASTEWATER LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 83500
LIC STATUS: ACTIVE
EXPIRATION DATE: September 30, 2027
\$400,000.00; BC-B; BC-C; MU



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

CONSTRUCTION - DESIGN / BUILD AGREEMENT

THIS DESIGN / BUILD AGREEMENT (this "Agreement") is made and entered into as of this 20th day of November 2025 (the "Effective Date"), by and between Carlton Baker/Paul Varney Construction, LLC a Tennessee Limited Liability Company ("Developer"), and Edge Wastewater, LLC, a Tennessee Limited Liability Company ("Contractor").

RECITALS:

WHEREAS, Developer is the owner of a certain tract of real property (the "Property") consisting of approximately 184.18 acres of unimproved land, located at Carter's Creek Pike in Maury County, Tennessee, which Property is more particularly identified as Parcel Numbers 6.00 and 7.01 on Tax Map 23 recorded in the Maury County Register of Deeds Office and as identified on the Legal Description attached to this Agreement as **Exhibit A**, and depicted on the Site Map attached to this Agreement as **Exhibit B**;

WHEREAS, Developer desires and intends: (i) to Construct the Bakers Farm Treatment facility, and install the disposal system (the "System") on the Property (the development of the System, hereinafter, the "Project"), the location, configuration, scope, size and description of the System and Project are more particularly detailed and set forth on the Plans and Specifications dated November 19, 2025 as prepared by Site Engineering Consultants, Inc. (the "Plans") attached to this Agreement as Exhibit C; and (ii) to engage Contractor to provide to Developer certain design, engineering, construction, and development services (as more particularly described and identified in Section 1 below, the "Services") with respect to the Project; and

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

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

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of One Million Six Hundred Fifty Four Thousand Five Hundred Ten Dollars and No Cents (\$ 1,654,510.00), the foregoing, the terms, provisions, and conditions set forth below, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Contractor agree as follows:

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

- (i) the Plans; and
- (ii) Specifications (the Specifications") and attached hereto as Exhibit D.

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

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

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

(e) No Liens Contractor shall complete the Work in accordance with the Plans and Specifications and provided that Developer has paid for the services as set forth in Section 2, the Work shall be free of any laborers', materialmens', mechanics', or any other liens on any part of the Work and Contractor shall not permit any such lien to be filed or otherwise imposed on any part of the Work. In the event any such lien is filed against the Work, provided that Developer has paid for the services as set forth in Section 2, Contractor shall promptly cause such lien to be discharged or in lieu thereof file a bond or other security for the payment of such lien in form and amount satisfactory to Developer.

2) **COMPENSATION.**

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

- a) **Schedule of Payment.** Developer will pay Contractor according to the following schedule:
 - 15% Within 30 days of executing this Agreement
 - Monthly draws based upon percentage of completion in accordance with the Schedule of Values (**Exhibit E**).
 - Final payment due upon acceptance of the system from Edge Wastewater Utilities

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

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

- f) **Collection System.** Developer is responsible for the installation of any and all aspects of the sewer collection system, to include the installation of any required Pump Stations, including excavation, plumbing, electrical service, setting any required meters and control panels, and finished grading. Developer agrees to install the forcemain from the outlet of any Pump Station(s) installed by the Developer, to within 10 foot of the inlet of the Treatment Facility.
- 4) **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER.** Developer represents, warrants, and covenants to, for and with Contractor as follows:
- a) Developer is duly organized and validly existing under the laws of the State of Tennessee and is authorized to do business in the State of Tennessee, and is legally entitled to own and lease its properties and to carry on its business as and in the places where such properties (including the Property) are now owned or operated;
 - b) Developer is the fee simple owner of the Property, which has not been conveyed, either a fee simple interest or leasehold interest, in whole or in part, to any other party, all contingent upon closing of the Property by the Developer;
 - c) Developer has the authority to execute this Agreement and perform its obligations hereunder, and the execution of this Agreement and performance of any duties hereunder will not conflict with, result in a breach by, constitute a default under or accelerate the performance provided by the terms of any law, or any rule or regulation of any governmental agency or authority or in any judgment, order, or decree of any court or other governmental agency to which Developer may be subject, any contract, agreement or instrument to which Developer is a party or by which Developer is bound or committed or constitute an event, which, with a lapse of time, action by a third-party and/or giving of notice, could result in the default under any of the foregoing or result in the creation of any lien, charge, or encumbrance upon any of the assets or properties of Developer;
 - d) Developer shall cooperate with Contractor in Contractor's performance of its obligations under this Agreement;
 - e) Developer shall deliver to Contractor copies of all notices and other material information relating to the Project or any portion thereof promptly after the receipt thereof by Developer;
 - f) Developer shall pay compensation to Contractor at the times and in the manner set forth above; and
 - g) Developer shall duly comply with and perform in all material respects the terms and provisions on its part to be complied with or to be performed under this Agreement.
- 5) **DEFAULT OF DEVELOPER OR CONTRACTOR.** Any one or more of the following events shall constitute an "Event of Default" by Developer or Contractor:

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

9) **INDEMNIFICATION.**

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

knowledge of Developer no investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Materials located, on about or under all or a portion of the Property or contiguous or adjacent to the Property (provided that such contiguous or adjacent property is owned or controlled by Developer) is pending, or, to the knowledge of Developer, proposed, threatened or anticipated. To the extent that Developer breaches any of the aforementioned representations and Contractor is required by law to undertake any remedial or removal actions in connection therewith, as defined in the Applicable Environmental Laws, or to the extent that Contractor is otherwise liable to incur costs or may otherwise be held liable to any third party in connection with such breach or for any removal or remedial actions taken with respect thereto, then, within a reasonable period of time following receipt of notice thereof from Contractor, Developer shall indemnify Contractor and hold Contractor harmless from all liabilities, damages and costs incurred by Contractor with respect to such breach including, without limitation, all claims, liabilities, loss, costs or expenses arising from the incurrence of any penalties, charge or expenses with respect thereto in defending itself against any suit or action brought by such third party, and in paying or satisfying any judgment obtained by such third party against Contractor. The obligations of Developer under this section and the indemnity given hereunder shall survive the Closing.

- 11) **INSURANCE.** Contractor, at its sole cost and expense, shall secure and maintain such insurance as will protect Contractor from claims of negligence, bodily injury, death, or property damage which may arise from the performance of Services. Developer shall maintain at all times during the Project and keep in force for the mutual benefit of Developer and Contractor, commercial general liability insurance against claims for personal injury, death or property damage occurring in, on or about the Property and/or areas adjacent to the Property, to afford protection to the limit of not less than \$2,000,000 combined single limit, and such insurance shall name Contractor as an additional insured. Developer shall procure and maintain at all times during the Project, at its sole cost and expense, a builder's risk insurance policy covering the full value of the Work, including materials, equipment, and labor, against loss or damage caused by fire, theft, vandalism, and other risks typically covered under such policies. This insurance shall name the Contractor as an additional insured and shall remain in effect until final completion and acceptance of the Work. For all insurance required in this section, Developer shall be solely responsible for any deductibles under the policy. Developer shall provide Contractor with a certificate of insurance evidencing the required insurance coverages in this section prior to the commencement of the Work and shall ensure that the policies shall include a waiver of subrogation in favor of the Contractor.
- 12) **DISPUTES RESOLUTION.** It is agreed by both parties that all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement shall first be attempted to be resolved by mediation. This provision can be waived by the mutual consent of the parties, or by either party if a delay in initiating arbitration or the right to file a lawsuit would prejudice its rights.
- 13) **MATERIALS.** If the materials or equipment necessary for the Services and/or the Project to be completed in accordance with this Agreement shall become temporarily or permanently unavailable for reasons beyond the control of Contractor, then in the case of such temporary unavailability, the time for performance of the Services and/or completion of the Project shall be extended to the extent thereof, and, in the case of a permanent unavailability, Developer

shall have the right, in its sole discretion, either to terminate this Agreement or allow Contractor to proceed with the Services; provided, that if Developer elects to allow Contractor to proceed with the Services, Contractor (i) shall be excused from furnishing said materials or equipment, and (ii) shall be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.

14) MISCELLANEOUS.

- a) **Entire Agreement.** This Agreement shall constitute the entire contract between the parties and may not be modified except by an instrument in writing and signed by both of them.
- b) **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.
- c) **Notices.** Any notice, demand, waiver, or consent required or permitted hereunder shall be in writing and shall be given by hand delivery, national overnight courier service for delivery on the next business day, facsimile, telegram or prepaid registered or certified mail, with return receipt requested, addressed as follows:

If to Developer:

Carlton Baker
Paul Varney
Paul Varney Construction LLC
2460 Franklin Pike
Lewisburg, Tennessee 37091
931-286-1513
Varney64@gmail.com

If to Contractor:

Matthew Nicks
Edge Wastewater LLC
410 New Salem Highway, Suite 100
Murfreesboro, Tennessee 37129
615-969-6564
mnicks@edgewastewater.com

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

- d) **Attorney's Fees.** In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs incurred in enforcement of this Agreement, including but not limited to reasonable attorney's fee.

- e) **Section Headings.** The article or section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties.
- f) **Waivers.** Waiver by either party of any right for any default of the other party, including a waiver determined to occur as the result of an action or inaction, shall not constitute a waiver of any right for either a subsequent default of the same obligation or for any other default, past, present or future.
- g) **Partial Invalidity.** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each event the remainder of this Agreement or the application of such term, covenant or condition to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by Laws.
- h) **Survival of Representations and Warranties.** All warranties, representations, covenants, indemnities, and other agreements made in this Agreement shall survive completion of the Project and/or expiration or termination of this Agreement.
- i) **Time.** Time is of the essence with respect to every provision of this Agreement.
- j) **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.
- k) **Exhibits.** THE EXHIBITS TO THIS AGREEMENT ARE AN INTEGRAL PART HEREOF AND BY THIS REFERENCE ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN.

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

DEVELOPER:

Varney Construction LLC
a Tennessee Limited Liability Company

By: Paul Varney
Name: PAUL VARNEY
Title: owner

CONTRACTOR:

Edge Wastewater LLC
a Tennessee Limited Liability Company

By: 

Name: R. Matthew Nicks

Title: President

Exhibit 19

State Operating Permit Application



STATE OPERATING PERMIT APPLICATION
SOP

Baker Farms Treatment Facility
Recirculating Media Filter & Drip Dispersal
Carter Creek Pike and B. Dodson Rd

Edge Wastewater LLC
Maury County, TN



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8.0	Nature and Type of System
9.0	Flow Schematic

1.0 SOP Permit Application



Tennessee Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102
(615) 532-0625

APPLICATION FOR A STATE OPERATION PERMIT (SOP)

Type of application: ☒ New Permit ☐ Permit Reissuance ☐ Permit Modification

Permittee Identification: (Name of city, town, industry, corporation, individual, etc., applying, according to the provisions of Tennessee Code Annotated Section 69-3-108 and Regulations of the Tennessee Water Quality Control Board.)

Permittee
Name **Edge Wastewater LLC**
(applicant):

Permittee
Address: **Suite 100, 410 New Salem Hwy, Murfreesboro, TN**

Official Contact:

Matt Nicks

Title or Position:

Owner

Mailing Address:

Suite 100, 410 New Salem Hwy

City:

Murfreesboro

State:

TN

Zip:

37129

Phone number(s):

615-969-6564

E-mail:

Matt Nicks <mnicks@edgewastewater.com>

Optional Contact:

Title or Position:

Address:

City:

State:

Zip:

Phone number(s):

E-mail:

Application Certification (must be signed in accordance with the requirements of Rule 0400-40-05-.05)

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. As specified in Tennessee Code Annotated Section 39-16-702(a)(4), this declaration is made under penalty of perjury.

Name and title; print or type

R. Matthew Nicks, President

Signature

R. Matthew Nicks

Date

12/2/2025

Facility Identification:		Existing Permit No.
Facility Name:	Baker Farms Treatment Facility	County: Maury
Facility Address or Location:	Carters Creek Pike, B. Dodson Rd, Columbia, TN 38401	Latitude: 35.7627
		Longitude: -87.7627
Name and distance to nearest receiving waters: Carters Creek Onsite		
If any other State or Federal Water/Wastewater Permits have been obtained for this site, list their permit numbers: N/A		
Name of company or governmental entity that will operate the permitted system: Edge Wastewater LLC		
Operator address: Suite 100, 410 New Salem Hwy, Murfreesboro, TN 37129		
Has the owner/operator filed for a Certificate of Convenience & Necessity (CCN), or an amended CCN, with the Tennessee Regulatory Authority (TRA) (may be required for collection systems and land application treatment systems)? ☐ Yes ☐ No ☒ N/A		
If the applicant listed above does not yet own the facility/site or if the applicant will not be the operator, explain how and when the ownership will be transferred or describe the contractual arrangement and renewal terms of the contract for operations. N/A		
Complete the following information explaining the entity type, number of design units, and daily design wastewater flow:		
Entity Type	Number of Design Units	
☐ City, town or county	No. of connections:	Flow (gpd)
☒ Subdivision	No. of homes: 178	Avg. No. bedrooms per home:
☐ School	No. of students:	Size of cafeteria(s):
☐ Apartment	No. of units:	No. of showers:
		No. units with Washer/Dryer hookups:
		No. units without W/D hookups:
☐ Commercial Business	No. of employees:	Type of business:
☐ Industry	No. of employees:	Product(s) manufactured:
☐ Resort	No. of units:	
☐ Camp	No. of hookups:	
☐ RV Park	No. of hookups:	No. of dump stations:
☐ Car Wash	No. of bays:	
☐ Other		
Describe the type and frequency of activities that result in wastewater generation. Treatment Facility - Typical Residential Sanitary Sewer		Total 53,400 gpd

Engineering Report (required for collection systems and/or land application treatment systems):		☐ N/A
☐ Prepared in accordance with Rule 0400-40-05-.03 and Section 1.2 of the State of Tennessee <u>Design Criteria for Sewage Works</u>		
☒ Attached, or		
☐ Previously submitted and entitled:	Approved? ☐ Yes. Date:	☐ No
Operation and Maintenance Inspection Schedule Submitted:	Approved? ☐ Yes. Date:	☐ No

Wastewater Collection System:	☐ N/A	
System type (i.e., gravity, low pressure, vacuum, combination, etc.): Septic tank effluent with small diameter gravity/pressure collection		
System Description: SDR 17 PVC pressure pipe ranging from 3"Ø to 4"Ø and required fittings		
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.): Cellular Telemetry Notification		
In the event of a system failure describe means of operator notification: Cellular Telemetry Notification		
List the emergency contact(s) (name/phone): Matt Nicks - 615-969-6564		
For low-pressure systems, who is responsible for maintenance of STEP/STEG tanks and pumps or grinder pumps (list all contact information)? Edge Wastewater LLC		
Approximate length of sewer (excluding private service lateral): As required		
Number/hp of lift stations: As required/0.5 HP	Number/hp of lift pumps /	
Number/volume of low pressure and or grinder pump tanks	/	
Number/volume septic tanks	as needed/varies	
Attach a schematic of the collection system. ☒ Attached		
If this is a satellite sewer and you are tying into another sewer system complete the following section, listing tie-in points to the sewer system and their location (attach additional sheets as necessary):		
<u>Tie-in Point</u>	<u>Latitude (xx.xxxx°)</u>	<u>Longitude (xx.xxxx°)</u>
N/A		

Land Application Treatment System:		☐ N/A
Type of Land Application Treatment System: ☒ Drip ☐ Spray ☐ Other, explain:		
Type of treatment facility preceding land application (recirculating media filters, lagoons, other, etc.): Recirculating Media Filter		
Attach a treatment schematic. ☒ Attached		
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.): Cellular Telemetry Notification		
For New or Modified Projects:		
Name of Developer for the project: Paul Varney 931-286-1513		
Developer address and phone number: 124 Kedron Pkwy, Spring Hill, TN 37174		
For land application, list: Proposed acreage involved: 9.91 acres		
Inches/week gpd/sq.ft loading rate to be applied: 0.1-0.2 GPD/SF		
Is wastewater disinfection proposed?		
☐ Yes	Describe land application area access:	
☒ No	Describe how access to the land application area will be restricted: Fence	
Attach required additional Engineering Report Information (see website for more information)		
☒ Topographic map (1:24,000 scale presented at a six inch by six-inch minimum size) showing the location of the project including quadrangle(s) name(s) GPS coordinates, and latitude and longitude in decimal degrees should also be included.		
☒ Scaled layout of facility showing the following: lots, buildings, etc. being served, the wastewater collection system routes, the pretreatment system location, the proposed land application area(s), roads, property boundaries, and sensitive areas such as streams, lakes, springs, wells, wellhead protection areas, sinkholes and wetlands.		
☒ Soils information for the proposed land disposal area in the form of a Water Resources Soils Map per Chapter 16 and 17 State of Tennessee Design Criteria for Sewage Work. The soils information should include soil depth (borings to a minimum of 4 feet or refusal) and soil profile description for each soil mapped.		
☒ Topographic map of the area where the wastewater is to be land applied with no greater than ten-foot contours presented at a minimum size of 24 inches by 24 inches.		
☐ Describe alternative application methods based on the following priority rating: (1) connection to a municipal/public sewer system, (2) connection to a conventional subsurface disposal system as regulated by the Division of Groundwater Protection, and/or (3) land application.		

For Drip Dispersal Systems Only: Unless otherwise determined by the Department, sewage treatment effluent wells, i.e. large capacity treatment/drip dispersal systems after approval of the SOP Application, will be issued an UIC tracking number and will be authorized as Permit by Rule per UIC Rule 0400-45-06-.14(2) and upon issue of a State Operating Permit and Sewage System Construction Approval by the Department. Describe the following:	☒ N/A
The area of review (AOR) for each Drip Dispersal System shall, unless otherwise specified by the Department, consist of the area lying within a one-mile radius or an area defined by using calculations under 0400-45-06-.09 of the Drip Dispersal System site or facility, and shall include, but not be limited to general surface geographic features, general subsurface geology, and general demographic and cultural features within the area. Attach to this part of the application a general characterization of the AOR, including the following: (This can be in narrative form)	
☐ A general description of all past and present groundwater uses as well as the general groundwater flow direction and general water quality.	
☐ A general description of the population and cultural development within the AOR (i.e. agricultural, commercial, residential or mixed)	
☐ Nature of injected fluid to include physical, chemical, biological or radiological characteristics.	
☐ If groundwater is used for drinking water within the area of review, then identify and locate on a topographic map all groundwater withdrawal points within the AOR, which supply public or private drinking water systems. Or supply map showing general location of publicly supplied water for the area (this can be obtained from the water provider)	
☐ If the proposed system is located within a wellhead protection area or source water protection area designated by Rule 0400-45-01-.34, show the boundary of the protection area on the facility site plan.	
☐ Description of system, Volume of injected fluid in gallons per day based upon design flow, including any monitoring wells	
☐ Nature and type of system, including installed dimensions of wells and construction materials	
Pump and Haul:	☒ N/A
Reason system cannot be served by public sewer:	
Distance to the nearest manhole where public sewer service is available:	
When sewer service will be available:	
Volume of holding tank: _____ gal.	
Tennessee licensed septage hauler (attach copy of agreement):	
Facility accepting the septage (attach copy of acceptance letter):	
Latitude and Longitude (in decimal degrees) of approved manhole for discharge of septage:	
Describe methods to prevent and respond to any bypass of treatment or discharges (i.e., power failures, equipment failures, heavy rains, etc.):	

Holding Ponds (for non-domestic wastewater only):		☒ N/A
Pond use: ☐ Recirculation ☐ Sedimentation ☐ Cooling ☐ Other (describe):		
Describe pond use and operation:		
If the pond(s) are existing pond(s), what was the previous use?		
Have you prepared a plan to dispose of rainfall in excess of evaporation? ☐ Yes ☐ No		
If so, describe disposal plan:		
Is the pond ever dewatered? ☐ Yes ☐ No		
If so, describe the purpose for dewatering and procedures for disposal of wastewater and/or sludge:		
Is(are) the pond(s) aerated? ☐ Yes ☐ No		
Volume of pond(s): _____ gal. Dimensions: _____		
Is the pond lined (Note if this is a new pond system it must be lined for SOP coverage. Otherwise, you must apply for an Underground Injection Control permit.)? ☐ Yes ☐ No		
Describe the liner material (if soil liner is used give the compaction specifications):		
Is there an emergency overflow structure? ☐ Yes ☐ No		
If so, provide a design drawing of structure.		
Are monitoring wells or lysimeters installed near or around the pond(s)? ☐ Yes ☐ No		
If so, provide location information and describe monitoring protocols (attach additional sheets as necessary):		

Mobile Wash Operations:		☒ N/A
☐ Individual Operator ☐ Fleet Operation Operator		
Indicate the type of equipment, vehicle, or structure to be washed during normal operations (check all that apply):		
☐ Cars	☐ Parking Lot(s): sq. ft.	
☐ Trucks	☐ Windows: sq. ft.	
☐ Trailers (Interior washing of dump-trailers, or tanks, is prohibited.)	☐ Structures (describe):	
☐ Other (describe):		
Wash operations take place at (check all that apply):		
☐ Car sales lot(s)	☐ Public parking lot(s)	
☐ Private industry lot(s)	☐ Private property(ies)	
☐ County(ies), list:	☐ Statewide	
Wash equipment description:		
☐ Truck mounted	☐ Trailer mounted	
☐ Rinse tank size(s) (gal.):	☐ Mixed tanks size(s) (gal.):	
☐ Collection tank size(s) (gal.):	Number of tanks per vehicle:	
Pressure washer:	psi (rated)	gpm (rated)
☐ gas powered	☐ electric	
Vacuum system manufacturer/model:	Vacuum system capacity:	inches Hg
Describe any other method or system used to contain and collect wastewater:		
List the public sewer system where you are permitted or have written permission to discharge waste wash water (include a copy of the permit or permission letter):		
Are chemicals pre-mixed, prior to arriving at wash location? ☐ Yes ☐ No		
Describe all soaps, detergents, or other chemicals used in the wash operation (attach additional sheets as necessary):		
Chemical name:	Manufacturer:	Primary CAS No. or Product No.

APPLICATION FOR A STATE OPERATION PERMIT (SOP)
INSTRUCTIONS

Purpose of this form A completed SOP application must be submitted to obtain SOP coverage. This permit is required to operate a sewage, industrial waste or other waste collection and/or treatment system that does not have a point source discharge to any surface or subsurface waters. This form must be submitted at least 180 days before starting any new activity, before an existing permit expires, or when renewing a permit.

Complete the form Type or print clearly, using black or blue ink; not markers or pencil. Answer each item or enter "N/A," for not applicable. If you need additional space, attach a separate piece of paper to the SOP application. Applicants may be required to submit engineering reports, plans and specifications. Contact the division for the applicable items, or refer to Appendix 1-D of the state [Design Criteria for Sewage Works](#) for more information. **The application will be considered incomplete without supplying all of the required information, Engineering Reports, and an original signature.**

Permittee Identification/Facility Identification Describe and locate the project, use the legal or official name of the facility or site. Provide the latitude and longitude (expressed in decimal degrees) of the center of the site, which can be located on USGS quadrangle maps. The quadrangle maps can be obtained at 1-800-USA-MAPS, or at the Census Bureau world wide web site: <http://www.census.gov/cgi-bin/gazetteer>. Attach a copy of a portion of a 7.5-minute quad map, showing location of site, with boundaries at least one mile outside the site boundaries. If business is mobile give the owner of operations' home, or business office address, and list all current areas of operation by city and county.

Wastewater Collection System These types of systems require engineering reports, refer to Appendix 1-D of the state [Design Criteria for Sewage Works](#) for more information.

Land Application Treatment System These types of systems require engineering reports, refer to Appendix 1-D of the state [Design Criteria for Sewage Works](#) for more information. Public access to the treatment area must be restricted, if disinfection is not part of the treatment. Applicants completing this section of the application must also complete the Wastewater Collection System section.

Pump and Haul These types of systems may require engineering reports, refer to Appendix 1-D of the state [Design Criteria for Sewage Works](#) for more information.

Holding Ponds Given that annual rainfall onto open ponds exceeds annual evaporation (in Tennessee), the permittee must develop a written plan (to be retained on site and be available to the division upon request) that addresses how excess rainfall will be disposed of in compliance with the no discharge requirement of this permit. Treatment ponds are not to be used for stormwater treatment or storage. All new and existing point source industrial stormwater discharges associated with industrial activity require coverage under the

APPLICATION FOR A STATE OPERATION PERMIT (SOP)
INSTRUCTIONS - CONTINUED

Tennessee industrial stormwater multi-sector general permit TMSP, refer to the [website](#) for more information. Describe the system for re-routing surface runoff away from ponds in the rainfall disposal plan.

Mobile Wash Operations Indicate whether the operation is run by an individual or a corporation with a fleet of vehicles equipped to wash and collect waste waters. If a corporation, indicate the home office as the "Official Contact". Indicate if operations take place at specific sites and list those counties that apply. Note that this permit covers operations for all of Tennessee. Operations indicated as "statewide" generally apply as a fleet type operation and each office location shall be individually permitted. Equipment may be truck or trailer-mounted, or both, indicate all that applies. Soaps, detergents, and other chemicals used should be non-toxic and biodegradable. All "chemically enhanced" (soaps, detergents, and other chemicals) waste-wash waters must be collected for proper disposal. If no chemically enhanced washwaters are used, clear-wash waters may travel by sheet flow to a gravel or grassy area where there is no opportunity to enter waters of the state. There should be no discharge to a storm water inlet, ditch, conveyance, stream, etc. If you are unsure of your wash area drainage, contact the area Environmental Field Office (EFO) prior to setting up your wash operation.

Fees Refer to the TDEC-DWR Environmental Protection Fund Fee Rule 0400-40-11-.02. Links to publications are available on Department of Environment and Conservation, Division of Water Resources webpage and the webpage for the Tennessee Secretary of State.

Submitting the form and obtaining more information Note that this form must be signed by the chief executive officer, owner, or highest-ranking elected official. For more information, contact your local EFO at the toll-free number 1-888-891-8332 (TDEC). Submit a complete application electronically to water.permits@tn.gov (preferred) or to the appropriate EFO for the county(ies) where the facility is located, addressed to **Attention: DWR, Permit Section**. Please keep a copy for your records.

EFO	Street Address	Zip Code	EFO	Street Address	Zip Code
Memphis	8383 Wolf Lake Drive, Bartlett	38133	Cookeville	1221 South Willow Ave.	38506
Jackson	1625 Hollywood Dr	38305-4316	Chattanooga	1301 Riverfront Parkway Suite 206	37402
Nashville	711 R S Gass Boulevard	37243	Knoxville	3711 Middlebrook Pike	37921
Columbia	1421 Hampshire Pike	38401	Johnson City	2305 Silverdale Road	37601

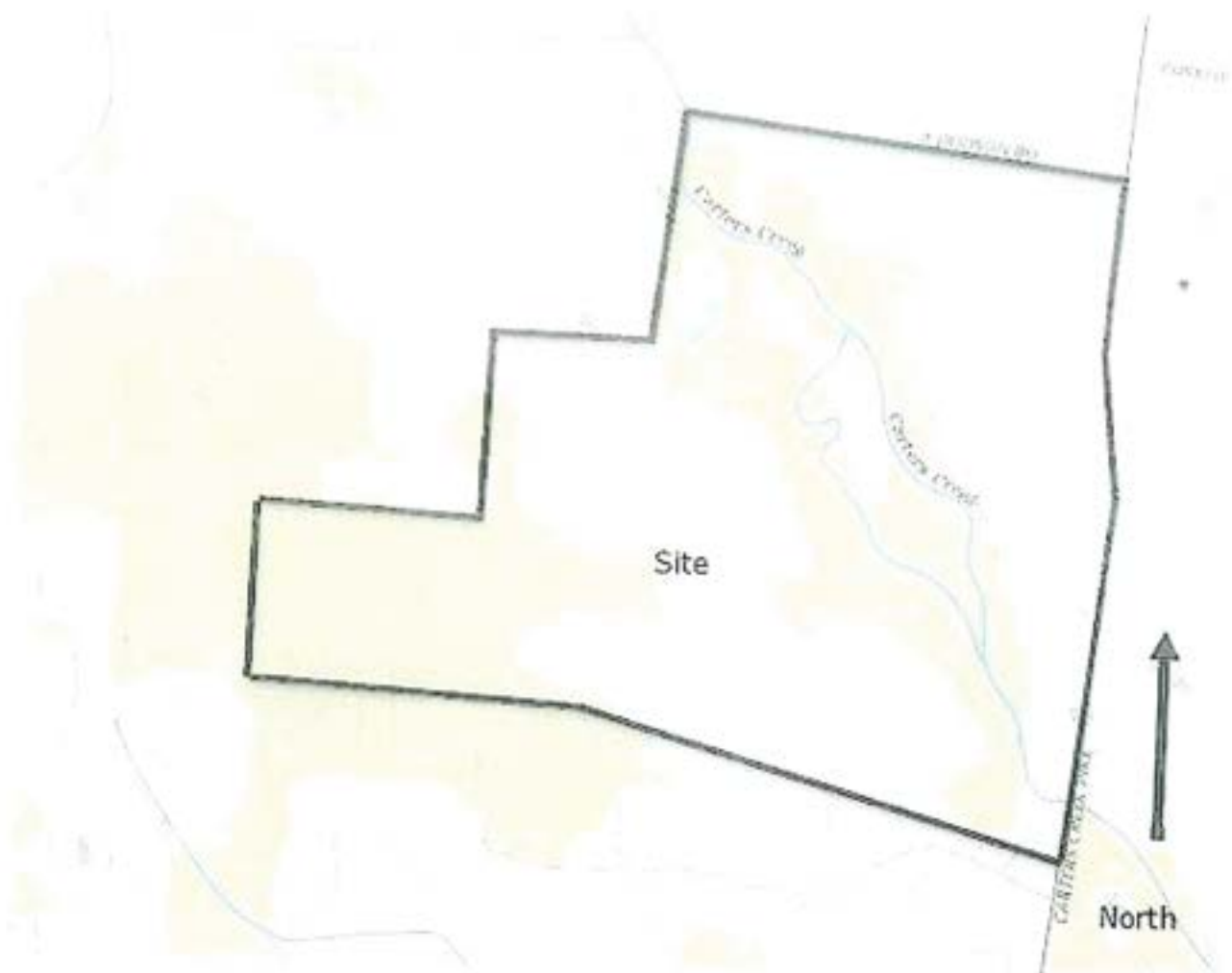
**APPLICATION FOR A STATE OPERATION PERMIT (SOP)
INSTRUCTIONS - CONTINUED**

Upon receipt of the required items, the division conducts a review of the material, and the applicant is notified of any deficiencies. When all the deficiencies have been corrected, the division makes a determination of whether to publish a draft permit. When a draft permit is generated, a public notice is issued and published in a local newspaper. The draft permit is then reviewed by the applicant, and division field staff. The general public also has an opportunity to review the permit. Based on public response, a public hearing may be held. After considering public comments and a final review, the permit may be issued. The entire process normally takes from five (5) to nine (9) months. Permits are normally valid for five (5) years, except those for pump and haul systems, which are generally valid for one (1) year.

The division has the right to inspect a facility when deemed necessary. In addition, the division has the right to revoke or suspend any permit for violation of permit conditions or any other provisions of the Tennessee Water Quality Control Act and other water pollution control rules.

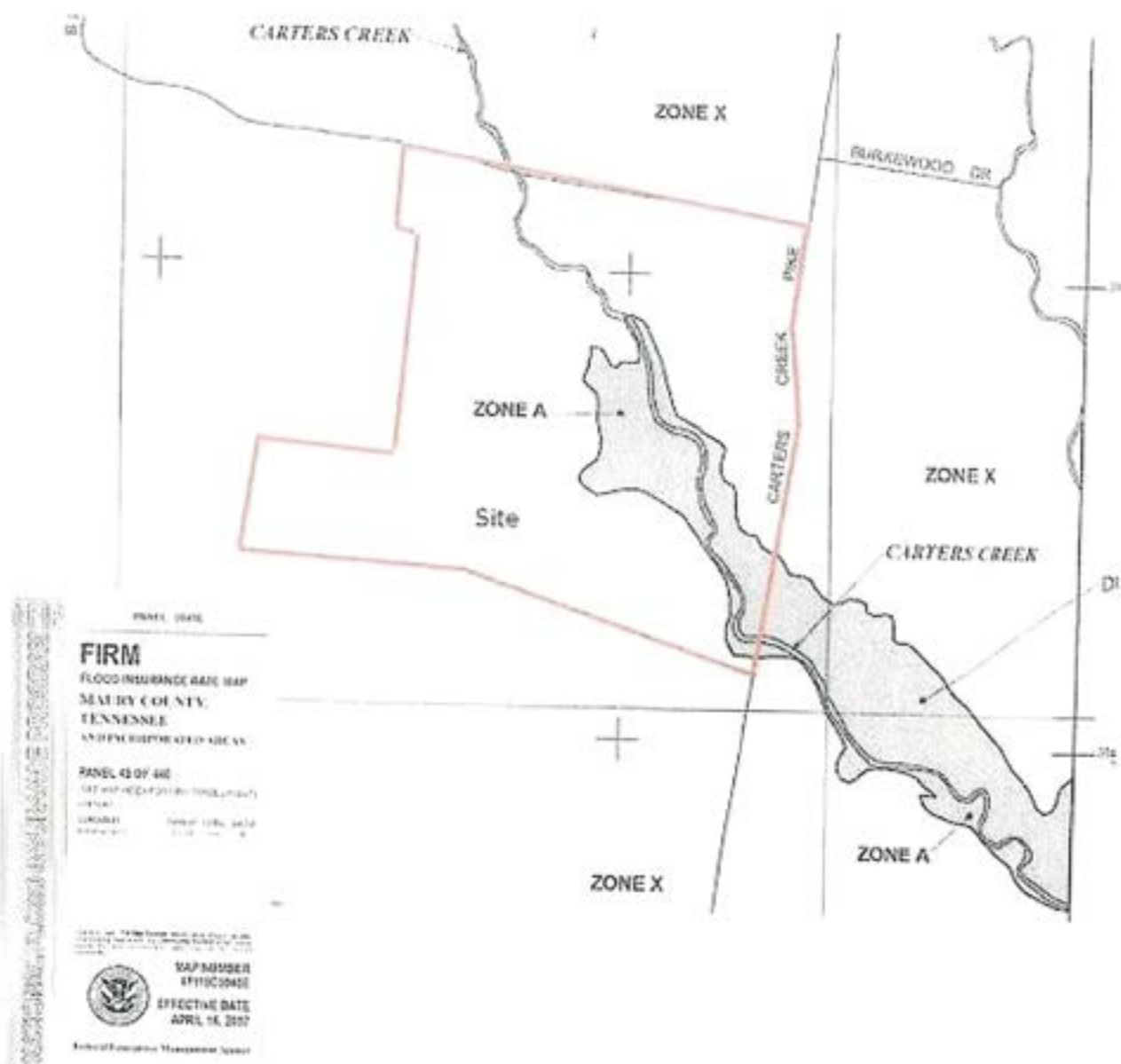
The division is responsible for regulating any activity, which involves a potential discharge in order to protect waters of the State from pollution and to maintain the highest possible standards in water quality.

2.0 Area of Review



USGS Topo Map

SEC Project No. 21200



FEMA MAP 100-Year Floodplain and Elevations

SEC Project No. 21200



Aerial Map

3.0 Groundwater General Description

The attached USGS maps indicate the Baker Farms Drip Dispersal Expansion area drainage flow path is to the east to Carters Creek watershed. See attached maps.

4.0 Population General Description

The majority of the Area of Review is agricultural land used primarily for pasture and large lot residential. Sparse residential subdivisions have been developed but remain spread out due to the lack of wastewater service. See attached aerial map of property.

5.0 Nature of Fluid

Baker Farms TF is designed to accommodate typical residential sanitary wastewater effluent after primary treatment has been accomplished by the interceptor tank(s) at the source.

Baker Farms TF Drip Dispersal Expansion will have a peak design discharge of approximately 53,400 gpd.

6.0 General Location of Publicly Supplied Water

Maury County Water System supplies public drinking water within the AOR.
Maury County Water System
765 New Lewisburg Hwy., Columbia, TN 38401
Maury County Water System Information (931) 381-8900

7.0 Description of System

Treated wastewater approximately 53,400 gpd is pumped through ultraviolet disinfection units and then distributed to HDPE drip lines with pressure compensating emitters. The drip lines are to be installed on 5-foot centers along the contours with the emitters spaced at 2-foot centers along the drip lines. Drip lines are plowed into the soils that have been approved by a certified soil scientist and placed at an approximate depth of 7-8 inches below the ground surface. Distribution of the treated wastewater is managed through solenoid valves and controlled by a programmable PLC.

Daily Flow

Number of Buildable Residential Lots	178 lots
Daily Flow for 3-BR	300 gpd/lot
Design Daily Flow	53400.0 gpd

Land Application Area

Land Application Area	0.2 gal/sf/day*
Total Area Required	267000 s.f.
or	6.13 acres

* assumed soil absorption rate

Number of Required Zones

Length per zone (@ 5' o.c.)	3810 L.F.
Number of Zones	14.0 Zones
Total Length	53400 L.F.

Land Reserve Area

Area per lot	50% S.F./lot
Total Area Required	133500 SF
or	3.06 acres
Total Area Required	400500 s.f.
Total Area Required	9.19 acres

8.0 Nature and Type of System

The Baker Farms Treatment Facility is located at the corner of Carters Creek Pike and B. Dodson Road. Currently the proposed subdivision will contain (178 residential units) will have a peak design discharge of approximately 53,400 gpd of domestic wastewater that will be served by a proposed decentralized treatment facility; however, the wastewater treatment will consist of recirculating media filter with 1-20,000 EQ tank, 1-20,000-gal & 1- 15,000-gal recirculating tanks, 3-(36/20 biocleres), 3,000-gal final dose tank, and ultraviolet disinfection building. The site includes 14 drip dispersal zones @ 3,810 LF per zone. In addition, this site will contain 50% reserve area approximately 3.06 acres

9.0 Flow Schematic

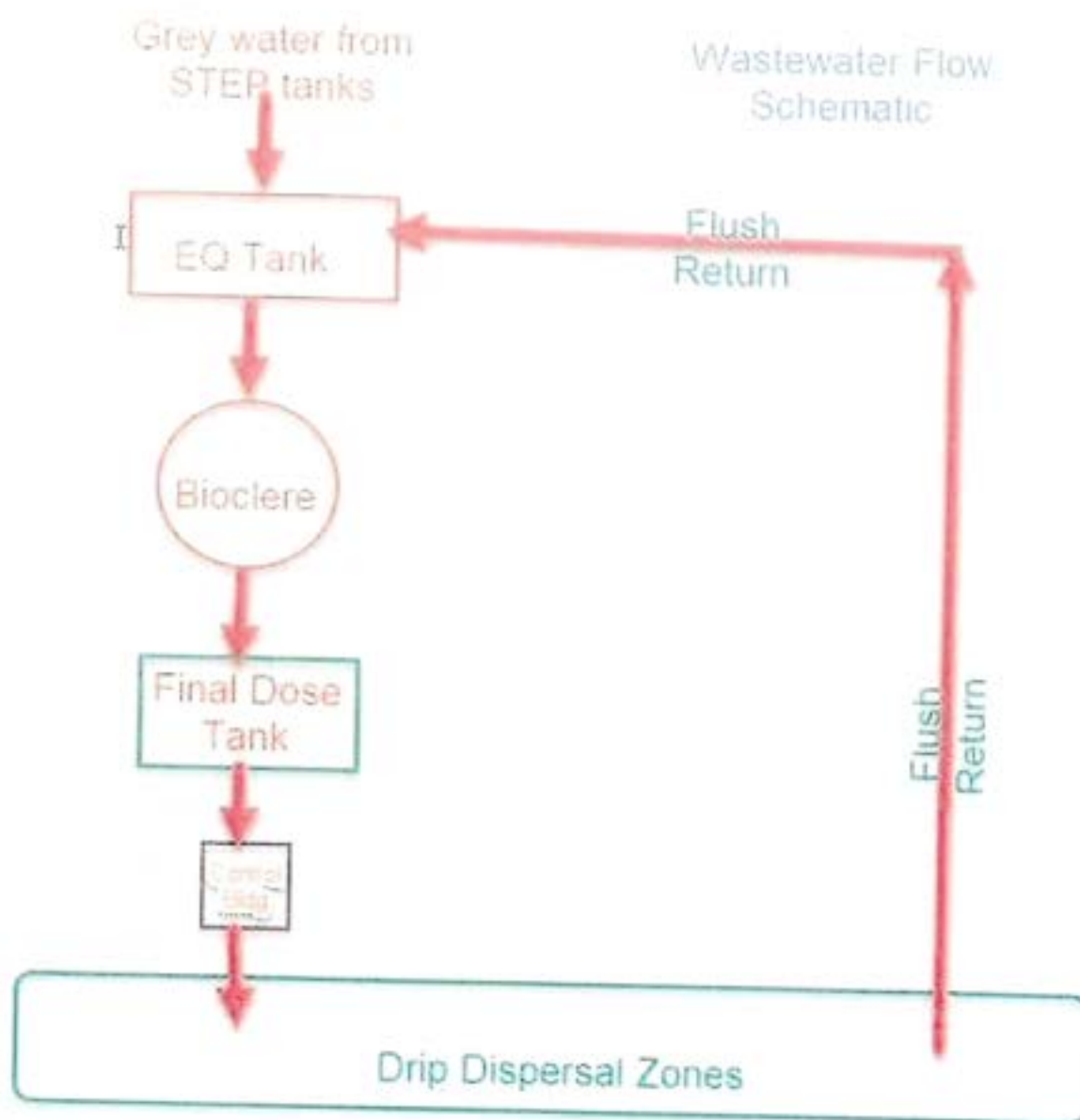


Exhibit 20

State Operator Certificate

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
WATER AND WASTEWATER OPERATOR CERTIFICATION BOARD

LD. NO.
3085

EXPIRATION DATE
12/31/2026

THIS IS TO CERTIFY THAT
William Dranes

IS IN GOOD STANDING WITH THE BOARD FOR THE CLASSIFICATIONS
LISTED:
CS2, WW4

The seal of the State of Tennessee is circular, featuring a central emblem with a plow and a sheaf of wheat, surrounded by the words "SEAL OF THE STATE OF TENNESSEE" and the year "1796".

Exhibit 23

Financial Statements

Baker Farms Treatment Facility

16-Feb-26

Projected Income Statement

Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
	Number of Sewer Customers	466	90	134	178	178
	Access Fees					
	Number of lots with sewer access but no customer	132	88	44	0	0
	Access fee revenue (\$120 x lots)	\$ 15,840.00	\$ 10,560.00	\$ 5,280.00	\$ -	\$ -
	Operating Revenue					
1	Service Revenue	\$ 32,242.32	\$ 63,082.80	\$ 93,923.28	\$ 124,763.76	\$ 124,763.76
2	Re-connect fees	\$ -	\$ -	\$ -	\$ -	\$ -
3	Returned Check Charge	\$ -	\$ -	\$ -	\$ -	\$ -
4	Late Payment Charge	\$ -	\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -	\$ -
	Total Operating Revenue (sum of Line 1 through 4)	\$ 32,242.32	\$ 63,082.80	\$ 93,923.28	\$ 124,763.76	\$ 124,763.76
	Operating Expenses¹					
6	Total salaries and wages and payroll taxes (employees only)	\$ 350.00	\$ 450.00	\$ 550.00	\$ 650.00	\$ 650.00
7	Outside labor expenses (non-employee)	\$ -	\$ -	\$ -	\$ -	\$ -
8	Administrative and office expenses	\$ 100.00	\$ 125.00	\$ 150.00	\$ 150.00	\$ 150.00
9	Maintenance and repair expense ²	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 500.00
10	Purchased water	\$ -	\$ -	\$ -	\$ -	\$ -
11	Purchased sewerage treatment	\$ -	\$ -	\$ -	\$ -	\$ -
12	Electric power expense ³	\$ 220.00	\$ 280.00	\$ 340.00	\$ 340.00	\$ 340.00
13	Chemical expense	\$ -	\$ -	\$ -	\$ -	\$ -
14	Testing fees	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
15	Transportation expense	\$ 100.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 200.00
16	Other operating expense	\$ -	\$ -	\$ -	\$ -	\$ -
17	Telemetry	\$ 1,320.00	\$ 1,320.00	\$ 1,320.00	\$ 1,320.00	\$ 1,320.00
18	Total operation and maintenance expenses (sum of Line 6 through Line 17)	\$ 2,540.00	\$ 2,875.00	\$ 3,210.00	\$ 3,410.00	\$ 3,410.00
19	Annual depreciation expense	\$ 63,635.00	\$ 63,635.00	\$ 63,635.00	\$ 63,635.00	\$ 63,635.00
20	Property taxes paid on utility property	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
21	Franchise (gross receipts tax)	\$ 80.61	\$ 157.71	\$ 234.81	\$ 311.91	\$ 311.91
22	Annual NCUC regulatory fee	\$ 1,370.30	\$ 2,681.02	\$ 3,991.74	\$ 5,302.46	\$ 5,302.46
23	Total operating expenses (sum of Line 18 through Line 22)	\$ 68,525.90	\$ 70,248.73	\$ 71,971.55	\$ 73,559.37	\$ 73,559.37
	24 Income taxes	\$ -	\$ -	\$ -	\$ -	\$ -
	25 State income taxes	\$ -	\$ -	\$ -	\$ -	\$ -
	26 Federal income taxes	\$ -	\$ -	\$ -	\$ -	\$ -
	27 Total income taxes	\$ -	\$ -	\$ -	\$ -	\$ -
28	Net operating income	\$ (20,443.58)	\$ 3,394.07	\$ 27,231.73	\$ 51,204.39	\$ 51,204.39

29 Interest expense	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
30 Net income	\$	(20,443.58)	\$	3,394.07	\$	27,231.73	\$	51,204.39	\$	51,204.39	\$	51,204.39

1. Expenses were estimated using comparisons to known expenses from similar sewer systems.
2. It is assumed that maintenance expense will increase due to more homes sending wastewater flow into the sewer system.
3. It is assumed that electric power expense will increase due to the sewer system treating more wastewater flow.

Edge Wastewater*16-Feb-26*

Baker Farms Treatment Facility

Maury County

Total Contract Amount

\$1,654,510.00

Item #	Material/Item	Total Contract Amount
1	Mobilization/Demobilization	\$ 49,635.30
2	Office administration	\$ 66,180.40
3	Drip	\$ 115,815.70
4	Plumbing Drip	\$ 297,811.80
5	Treatment Unit	\$ 579,078.50
6	Building Slab	\$ 33,090.20
7	Building	\$ 49,635.30
8	Building Electrical	\$ 33,090.20
9	Site Electric	\$ 33,090.20
10	Building Plumbing	\$ 66,180.40
11	Tanks (includes Excavation)	\$ 115,815.70
12	Building Controls & Low Voltage wiring	\$ 115,815.70
13	Finish Grade	\$ 49,635.30
14	Start up/Commissioning	\$ 49,635.30
		\$ 1,654,510.00

Exhibit 25

NARUC Chart of Accounts

Upon approval of the CCN Petition, Edge Wastewater Utilities will follow the NARUC Uniform System of Accounts (USA) for wastewater utilities.

Exhibit 26

Plant in Service Account Numbers

Upon approval of the CCN Petition, Edge Wastewater Utilities will list all plant-in-service account numbers with account names and estimated account balance as of the state of operations.

Exhibit 30

Tariff

WASTEWATER UTILITY SERVICE

**Matthew Nicks
President
Edge Wastewater Utilities LLC
410 New Salem Highway, Suite 100
Murfreesboro, Tennessee 37129**

**REGULATION AND SCHEDULE OF CHARGES GOVERNING THE PROVISION OF
WASTEWATER UTILITY SERVICE TO RESIDENCES AND BUSINESSES WITHIN THE STATE
OF TENNESSEE**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of wastewater utility service provided by Edge Wastewater Utilities LLC within the State of Tennessee. This tariff is on file with the Tennessee Public Utility Commission. Copies may be inspected during normal business hours at the Company's principal place of business at 410 New Salem Highway, Suite 100, Murfreesboro, Tennessee 37129.

Issued: February 16, 2026
Issued by: Matthew Nicks, President

Effective: February 16, 2026

CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SECTION	SHEET	REVISION	SECTION	SHEET	REVISION
1	1	Original	5	1	Original
1	2	Original	6	1	Original
1	3	Original	6	2	Original
1	4	Original	6	2	Original
1	5	Original	6	4	Original
1	6	Original			
1	7	Original			
1	8	Original			
2	1	Original			
2	2	Original			
2	3	Original			
2	4	Original			
2	5	Original			
2	6	Original			
2	7	Original			
2	8	Original			
2	9	Original			
3	1	Original			
4	1	Original			

Issued: February 16, 2026
Issued by: Matthew Nicks, President

Effective: February 16, 2026

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Commercial Rate (overnight rental)	4
Appendix 1 – Sewer Subscription Contract – Residential	
Appendix 2 – Sewer Subscription Contract – Commercial Cabin	
Appendix 3 – Utility Customer Manual	

Issued: February 16, 2026

Effective:

February 16,
2026

Issued by: Matthew Nicks, President

SYMBOLS

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

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

Issued: February 16, 2026
Issued by: Matthew Nicks, President

Effective: February 16, 2026

TARIFF FORMAT

A. Sheet numbering – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 12 and 13 would be 12.1.

B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the TPUC. For example, the 4th revised Sheet 12 cancels the 3rd revised Sheet 12. Because of various suspension periods, deferrals, etc., that the TPUC follows in its tariff approval process, the most current sheet number on file with the TPUC is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).1.(i)
2.1.1.A.1.(a).1.(i).(1)

D. Check Sheets – When a tariff filing is made with the TPUC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the TPUC.

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Issued by: Matthew Nicks, President

Effective: February 16, 2026

DEFINITIONS

Certain terms used generally throughout this tariff for the Utility Services of this Company are defined as follows:

1. Building Outfall Line - means the customer owned line that carries waste from the building to the Interceptor Pump/Interceptor Gravity Tank.
2. Cabin - means a building structure designated in the Company's certificate of convenience and necessity located in a cabin community.
3. Capital Capacity Fee - means the capacity fee associated with the development of reserved capacity at a treatment facility.
4. Capital Reservation Fee- means the annual fee associated with platted empty lots which are capable of receiving service to reserve capacity at the treatment facility.
5. Collector Line-means the line from the Service Line to the Main Line.
6. Commercial Property - means property that is used for commercial, overnight rental or institutional purposes.
7. Company- means Edge Wastewater Utilities LLC
8. Customer- means any person, firm, corporation, association or government unit furnished sewage services by the Company.

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9. Engineer - means the consulting engineer for the Company.
10. Facilities - means all equipment owned and operated by the Company.
11. Interceptor Gravity Tank - means the interceptor tank located near a customer's building which accepts waste and contains an effluent filter.
12. Interceptor Pump Tank-means the interceptor tank located near a customer's building which accepts waste and contains a pump vault.
13. Main Line - means the line from the Collector Line to the treatment facility.
14. Premises - means customer's private property.
15. Pumping Station-means a tank that contains pumps and receives effluent from Interceptor Gravity Tanks and / or Collector Lines.
16. Residential Property - means property that is an established residence for a single family that is intended solely for that family's use.
17. Service connection – means the point at which the service line to the wastewater system components at the customer's building is connected to the main wastewater collection system.
18. Service Line - means the line from the Interceptor Pump/Interceptor Gravity Tank to a Collector Line.

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- 19. Square Footage - means the square footage of a structure as determined by the county tax assessor.
- 20. TPUC - means the Tennessee Public Utility Commission.
- 21. Water Valve - means a separate valve located between the water provider's valve and the building structure.

SECTION 2 - RULES AND REGULATIONS

Statement of Purpose

The general purpose of these rules and regulations is:

1. To establish procedures for furnishing sewage collection and treatment services on a uniform basis to customers within the Company's service area.
2. To provide standards and procedures for:
 - a. Acceptable sewage characteristics
 - b. Protection of the integrity of the water tight system
 - c. Engineering design standards
 - d. Construction standards and inspection requirements
 - e. Quality of materials

Authorization of Rules and Regulations

Edge Wastewater Utilities LLC, is a company organized and engaged in business as a public utility in the State of Tennessee. The Company is regulated Under a Certificate of Convenience and Necessity issued by the Tennessee Public Utility Commission (TPUC) on _____, under Docket No. _____, and subsequent certificates issued thereafter.

Effect of Rules and Regulations

All provisions of these rules and regulations shall be incorporated in each contract with each sewage system customer of the Company.

Utility Facilities on Private Property

The Company shall maintain all components of the Interceptor Pump and Interceptor Gravity tanks, control systems and service lines required to provide sewer service on the

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Customer's premises. The Customer must execute an agreement granting an easement to the Company for maintenance of the sewer system. The building plumbing and Building Outfall Line shall be maintained by the Customer. The Customer owns the tank and is responsible for the replacement or change of the tank according to the Company's specifications.

Discontinuance of Service

Service under any application may be discontinued for the following reasons:

1. Non-payment of bill as hereinafter set forth below
2. For misrepresentation in the application
3. For adding to the property or fixtures without notice to the Company
4. For tampering any service pipe, tank, control system, filter or any other facilities of the Company in any way whatsoever
5. For violation of any rules of the Company
6. For disconnecting or re-connecting service by any party, other than a duly authorized agent of the Company, without the consent of the Company.

Non-payment penalties

A non-payment penalty of five percent (5%) of the monthly charge will be due after the due date shown on the sewer bill. If payment is not received within fifteen business days after the first notice of the charges being past due, notice will be sent to the customer via certified, return receipt requested United States Postal Service of intended disconnection, including, but not limited to information about the amount of disconnection and reconnection charges and amount of the past due balance. The company agrees to permit and notify customers of the opportunity to provide an alternate address for notification of a potential disconnection. If a customer has provided such an address, the company agrees to also provide the required notice of disconnection to that address. If payment is not received within the next fifteen days (by the final due date), service will be subject to disconnection as per the Sewer Subscription Contract (Attached) executed by the customer with no additional notice being sent.

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No service shall be reconnected if discontinued for non-payment (or any other valid reason) until all charges have been paid, including disconnection and reconnection fees. The disconnection fee is \$40, and the reconnection fee is \$50. The customer will bear the cost of collection of all unpaid sewer fees, including all applicable attorney's fees.

Returned Checks and ACH

A check or ACH returned by the bank will incur a fee of \$25.00.

Commencement of Service

Service to a property begins at the time the tank passes final utility inspection. The owner of the property at the time services commence will be responsible for the payment of all applicable sewer charges in accordance with this tariff.

Changes in Ownership, Tenancy of Service

A new application and contract must be made and approved by the Company on any change in ownership of property, or in tenancy, or in the service as described in the application. In the event of failure of a new owner or tenant to make such application, the Company shall have the right to discontinue service until such new application is made and approved.

Extension of Repayment for Service

The company agrees to provide its customers the opportunity to pay the past due bill, including returned check fees and other charges, disconnect and reconnection charges in a payment plan with no interest over no less than 3 months billing cycle. The Company agrees that the customer would only need to pay the first installment in order to have service restored. Customers utilizing a payment plan would not again be eligible to be placed on any future payment plans for a full calendar year from the date the initial plan is implemented. Provided however, if a customer is able to demonstrate a unique financial distress situation or the customer is disabled, the company agrees to consider permitting the customer to have additional installment plan(s) again during the same calendar year. If a customer on a payment plan fails to pay a monthly installment as per the terms of the plan and is more than fifteen (15) business days late on any payment, then the service is subject to immediate disconnection and all past due charges in addition to disconnect/reconnect fees should be due and payable prior to having service restored. The company is required to provide all the same disconnection notices required for any disconnection set forth above prior to disconnection.

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Capacity Reservation Fee

The owner of each property parcel which is provided a service connection when the sewer system is built, will be required to pay a Capacity Reservation Fee of \$10.00 per month. This fee will be payable each month by the 15th of the month. As each customer taps on to the service connection and signs a contract for service, the Capacity Reservation Fee will be pro-rated for the month and the fee will not be charged thereafter. Past due capacity reservation fees will be subject to a 12.5% per month non-payment fee. If the reservation and non-payment fee is past due for a period of six (6) months or greater, the Company reserves the right, upon notice to customer, to revoke the capacity for that property parcel from customer back to the Utility, Edge Wastewater Utilities LLC.

Engineering, Materials and Construction Standard

The burden of ensuring that all Company Specifications have been met is placed on the end user. Under no circumstances will the Company be obligated to provide service to a location that has not satisfactorily passed tank and component inspection.

1. General - This specification covers the type of sewer system required for various design conditions of sewers constructed by developers. Design and construction of sewer lines shall meet the requirements of the State of Tennessee Department of Environment and Edge Wastewater Utilities LLC. Any conflicts between company and state requirements shall be

- resolved so that the more restrictive requirement governs. The requirements called for are the minimum allowable standards. Bedding conditions, material specifications, sealing requirements and installation methods are the responsibility of the design engineer and must be approved by Company's Engineer.
2. All sewage collection system components are to be watertight. This includes Building Outfall Lines, all tanks, collector lines, service lines and main lines. Collector lines and main lines are to be tested to a minimum 100 pounds per square inch of water pressure. Risers and lids are to be watertight.
 3. Interceptor Pump and Interceptor Gravity Tanks are to be installed near the building to be served. The tanks are to be set in a level condition and tested for water tightness before backfilling.
 4. All pipe is to be PVC. Classes and sizes will be per Engineer's design and in all cases SDR 21 class 2000 will be the minimum allowable.
 5. Only wastewater drains are to be connected to the sewer system. No water sources such as roof drains, sump pumps, condensate lines, hot tubs, and/or swimming pools shall be connected to the sewer system.
 6. Sewer Poppers shall be installed on cleanouts near the residence, close to the tank.
 7. Water valves shall be installed between the water utility provider's valve and the building structure being provided sewer service.

Special Pretreatment Sewage Requirements

For all sewage connections the Company reserves the right to require any non-residential user to provide special pre-treatment for any high strength effluent before discharge into its sewage system. The Company may, upon the basis of recognized engineering standards and treatment costs, increase the rate charged to cover the cost of treatment of high strength effluent or industrial waste, and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharged into its sewage system.

Additionally, if excessive volumes of sewage are received, the Company may require the Customer to monitor flow volume and increase surge holding capacity at the Customer's expense. All customers will be required to follow the Do's and Don'ts list for an Effluent collection system, supplied to them by the Company. These requirements prohibit the dumping of any toxic chemicals that kill tank bacteria and disposal of an excessive amount of grease, among other things. All requirements (and notification of repair costs associated with system abuse) are established in the Customer's Sewer Subscription Contract with the Company.

Damages

The company shall in no event be responsible for maintaining any building outfall line and/or tank owned by the customer, nor for damages created by sewage escaping there from, nor for defects in customer's building lines or fixtures. Any damage not caused by the Utility to the water valve, locks of the water valve, lids, or any other component of the system on the customer's property shall be paid for by the customer. The customer shall at all times comply with all regulations of the Tennessee Public Utility Commission, Tennessee Department of Environment and Conservation, and of the Company.

All leaks in any building pipe or fixture on the premises of the Customer shall be immediately repaired by the Customer. On failure to repair any such leak, the service may be discontinued until repairs are made. Any customer found introducing prohibited substances into the wastewater system is liable to pay the full cost of cleanup and the repair of any damage caused.

Inspection

All pipes, valves and fixtures shall at all reasonable hours be subject to inspection by the Company or its duly authorized agents.

In Event of Emergency

The Company shall not be liable to the Customer for interruption in service, or for damages or inconvenience as a result of any service interruption or stoppage which was beyond the reasonable control of the Company. In case of an emergency, contact the Maintenance Hotline at 615-969-6564.

Service Area

The Company will provide service within its current service area. Additions to the service area must be approved by the Tennessee Public Utility Commission.

Vegetation Control

Any expense for mowing or vegetation control of a system's treatment plant and dispersal areas required by a development's homeowners' association that exceeds the standard allowance will be passed through to the customers of that development. The standard allowance is defined as one mowing per system per month around the treatment plant in the growing season (April-November)

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or eight (8) annual mowings total, and two (2) bush hoggings of the drip field per system per year. In situations where local property owners require the Company to incur expenses for mowing or vegetation control beyond the standard allowance, the additional expenses incurred by the Company shall be reasonable, based upon fair market value, and shall be passed on by the Company to the affected homeowners. The affected homeowners will first be informed in writing, in a clear, conspicuous, and timely manner of the cost of the additional service so as to allow the affected homeowners the ability to obtain another provider if they so desire. Because of the infrastructure installed both above and below ground, for the operation of the wastewater system, the Company must approve of any third-party mowers prior to work being commenced.

Extension Plan

The Company may furnish sewer service to property owners whose lands abut the Main Line of existing sewer systems. The sewer service charges listed in the sewer billing monthly rates do not include costs for constructing extensions to the sewer system. Any sewer system facilities required to service such abutting properties shall be constructed at a cost to those parties desiring same, and these facilities shall become the property of the Company, to be credited to the account for Contributions in Aid of Construction. In addition, treatment system facility costs will be paid by the Customer desiring to connect onto the system. Sewer service to new areas within a service territory will be made available where it is technically feasible and the developer or property owner is willing to bear the expense of designing and building the sewer system.

Contributions in Aid of Construction

Sewer system facilities furnished by developers and property owners to the Company will be recognized as Contributions in Aid of Construction in the amount of the actual cost of construction. The contract with the developer/customer shall contain a notice of these charges and time table of payment.

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Annual Reporting Requirements for Contributions In Aid of Construction

Utility shall file calculations with its Annual Report detailing: (1) the individual amounts of cash and property contributions received for the twelve months ending December 31 ("reporting year"); (2) the location and description of contributed plant; (3) the location and property deed of donated land; (4) amount of cash contributed for each project; (5) the calculation of the utility's tax liability using the tariffed formula for the reporting year, separated by amounts related to property and cash; and (6) The company shall identify its Taxable Income or Tax Loss reported in the Company's most recently filed Federal Tax Return.

Contracts for Service

Each customer before installation of service shall be required to execute, on the appropriate forms furnished by the Company, a Sewer Subscription Contract.

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Customer Billing Forms

Customer billings will vary by location. In most instances, monthly bills will be sent to customers for payment of a flat monthly fee. In cases where pass through treatment costs are involved, a monthly bill will be sent to the customer and be based on the gallons of water used.

Public Contact

Matthew Nicks
Edge Wastewater Utilities LLC
410 New Salem Highway, Suite 100
Murfreesboro, Tennessee 37129
Phone-615-969-6564

Tennessee Public Utility Commission Regulations

The Company, in its operation, shall conform to all the applicable rules and regulations promulgated from time to time by the Tennessee Public Utility Commission. The Commission can be reached by phone at 1-800-342-8359 or 615-741-8953, or online at <http://www.tn.gov/tpuc>.

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SECTION 3 - RESIDENTIAL SEWER SERVICE TERRITORIES

<u>Service Territory</u>	<u>County</u>	<u>TPUC Docket#</u>	<u>Rate Class</u>
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SECTION 4 – RESIDENTIAL RATES SHEET

	Base	Escrow	Total
Rate Class 1	\$ 49.50	\$ 8.91	\$ 58.41

Fees:

Non-Payment – 5% of total bill amount

Disconnection – \$40

Reconnection – \$50

Returned Check (NSF Fee) – \$25

Returned ACH - \$25

Capacity Reservation Fee – \$10 per month (See Rules and Regulations for Explanation)

Credit Card Convenience Fee: 2.45% with a \$1.25 minimum fee

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SECTION 5-- COMMERCIAL SEWER SERVICE TERRITORIES

Service Territory

County

TPUC Docket#

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SECTION 6 – COMMERCIAL RATE SHEETS COMMERCIAL RATES SHEET without FOOD SERVICE

The monthly sewer charge per customer is based on the daily design flow expected from the type of establishment being served. The utility will periodically check actual flow to determine whether billing adjustments will need to be made.

	Base	Escrow	Total
Tier 1 (0 - 300 GPD)	\$95.93	\$17.27	\$113.20
Tier 2.1 (301 - 400 GPD)	\$115.07	\$20.71	\$135.78
Tier 2.2 (401 - 500 GPD)	\$134.21	\$24.16	\$158.37
Tier 2.3 (501 - 600 GPD)	\$153.34	\$27.60	\$180.94
Tier 2.4 (601 - 700 GPD)	\$172.48	\$31.05	\$203.53
Tier 2.5 (701 - 800 GPD)	\$191.62	\$34.49	\$226.11
Tier 2.6 (801 - 900 GPD)	\$210.76	\$37.94	\$248.70
Tier 2.7 (901 - 1,000 GPD)	\$229.89	\$41.38	\$271.27
Tier 3.1 (1,001 - 2,000 GPD)	\$381.18	\$68.61	\$449.79
Tier 3.2 (2,001 - 3,000 GPD)	\$533.29	\$95.99	\$629.28
Tier 3.3 (3,001 - 4,000 GPD)	\$685.41	\$123.37	\$808.78
Tier 3.4 (4,001 - 5,000 GPD)	\$837.53	\$150.76	\$988.29
Tier 3.5 (5,001 - 6,000 GPD)	\$989.64	\$178.14	\$1,167.78
Tier 3.6 (6,001 - 7,000 GPD)	\$1,141.76	\$205.52	\$1,347.28
Tier 3.7 (7,001 - 8,000 GPD)	\$1,293.88	\$232.90	\$1,526.78
Tier 3.8 (8,001 - 9,000 GPD)	\$1,446.00	\$260.28	\$1,706.28
Tier 3.9 (9,001 - 10,000 GPD)	\$1,598.11	\$287.66	\$1,885.77
Unknown 25,000 GPD	\$ 3,879.87	698.38	\$4,578.25

Excess water usage

Additional surcharges will apply when customers exceed their expected design flows. For any month that a customer's water meter reading exceeds the expected design flow, the following surcharges will apply:

If usage exceeds 10,000 gallons per day, the charge will be \$1,598.11 plus applicable escrow, bonding, and rate rider amount plus \$188.58 per 1000 gallons.

If the water meter readings exceed the design flow for any three consecutive months, the monthly charge will be revised to reflect the increased usage and any capital costs associated with increasing the capacity of the system will be paid by the customer.

Fees:

Nonpayment – 5%

Disconnection - \$40

Reconnection - \$50

Returned Check - \$25

Returned ACH - \$25

Credit Card Convenience Fee: 2.45% with \$1.25 minimum fee

COMMERCIAL RATES SHEET with FOOD SERVICE

The monthly sewer charge per customer is based on the design daily flow expected from the type of establishment being served. The utility will periodically check actual flow to determine whether billing adjustments will need to be made.

	Base	Escrow	Total
Tier 1 (0 - 300 GPD)	\$127.88	\$23.02	\$150.90
Tier 2.1 (301 - 400 GPD)	\$151.18	\$27.21	\$178.39
Tier 2.2 (401 - 500 GPD)	\$174.49	\$31.41	\$205.90
Tier 2.3 (501 - 600 GPD)	\$197.80	\$35.60	\$233.40
Tier 2.4 (601 - 700 GPD)	\$221.11	\$39.80	\$260.91
Tier 2.5 (701 - 800 GPD)	\$244.42	\$44.00	\$288.42
Tier 2.6 (801 - 900 GPD)	\$267.73	\$48.19	\$315.92
Tier 2.7 (901 - 1,000 GPD)	\$291.03	\$52.39	\$343.42
Tier 3.1 (1,001 - 2,000 GPD)	\$475.73	\$85.63	\$561.36
Tier 3.2 (2,001 - 3,000 GPD)	\$661.37	\$119.05	\$780.42
Tier 3.3 (3,001 - 4,000 GPD)	\$847.00	\$152.46	\$999.46
Tier 3.4 (4,001 - 5,000 GPD)	\$1,032.63	\$185.87	\$1,218.50
Tier 3.5 (5,001 - 6,000 GPD)	\$1,218.26	\$219.29	\$1,437.55
Tier 3.6 (6,001 - 7,000 GPD)	\$1,403.89	\$252.70	\$1,656.59
Tier 3.7 (7,001 - 8,000 GPD)	\$1,589.53	\$286.12	\$1,875.67
Tier 3.8 (8,001 - 9,000 GPD)	\$1,775.16	\$319.53	\$2,094.69
Tier 3.9 (9,001 - 10,000 GPD)	\$1,960.79	\$352.94	\$2,313.73
Unknown 25,000 GPD	\$4,745.27	\$854.15	\$5,599.42

Excess water usage

Additional surcharges will apply when customers exceed their expected design flows. For any month that a customer's water meter reading exceeds the expected design flow, the following surcharges will apply:

If usage exceeds 10,000 gallons per day, the charge will be \$1,960.79 plus applicable escrow, bonding, and rate rider amount plus \$231.37 per 1000 gallons.

COMMERCIAL RATES SHEET CABINS

The monthly sewer charge per customer is based on the square footage of the cabin as recorded with the Register of Deeds office.

	Base	Escrow	Total
0 – 1800	\$61.00	\$10.98	\$71.98
1801 -2600	\$81.36	\$14.64	\$96.00
2601 -3200	\$101.70	\$18.31	\$120.01
3201 - 4000	\$122.04	\$21.97	\$144.01
4001 – 4800	\$152.55	\$27.46	\$180.01
4801 – 5600	\$203.40	\$36.61	\$240.01
5601 – 6400	\$254.25	\$45.77	\$300.02
6401 – 7200	\$305.10	\$54.92	\$360.02
7201 +	\$406.80	\$73.22	\$480.02

Fees:

Nonpayment – 5%

Reconnection - \$50

Disconnection - \$40

Returned Check - \$25

Returned ACH - \$25

Credit Card Convenience Fee: 2.45% with \$1.25 minimum fee

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2026 Issued by:
President

Effective February 16,
Matthew Nicks,

SEWER SUBSCRIPTION CONTRACT

DATE: _____ PRINTED

PROPERTY CLOSING DATE: _____

NAME _____

SUBDIVISION ADDRESS _____

OF PROPERTY MAILING _____

☐ VACANT LOT

☐ RESIDENCE

ADDRESS _____

LOT# _____

TELEPHONE NUMBER _____

EMAIL ADDRESS _____

I hereby make application to Edge Wastewater Utilities LLC. ("EDGE") for sewer service at the address of property stated above. In consideration of the undertaking on the part of EDGE to furnish sewer service, I understand, covenant and agree as follows:

- 1. I certify that I am the legal owner or occupier of the above referenced property and have the authority to enter into this agreement with EDGE for the provision of sewer service.*
- 2. If this property is a vacant lot as checked above, I understand I will be billed an annual Capacity Reservation Fee to reserve capacity in the sewer treatment system. I agree to pay the annual Capacity Reservation Fee until such time a residence is built on the lot and the residence is connected to the sewer system and sewer system begins. I understand payment of the annual Capacity Reservation Fee on a vacant lot is not the same as paying for monthly sewer service to a residence connected to and receiving sewer services.*
- 3. I understand that certain components necessary to the operation of the sewer system have been installed on the above referenced property.*
- 4. I warrant that any connection to and/or subsequent use of the system components on my property shall be in accordance with EDGE's Rules, Regulations and Plans.*
- 5. I agree that my use of the system components on my property shall conform to the guidelines set forth in the USER MANUAL (Do's and Don'ts for an Effluent Collection System). I understand that should I violate these Rules or abuse or damage the system components, that I will bear the expense to repair and/or replace the components in accordance with EDGE's Plans.*
- 6. I acknowledge that EDGE, its successors, and assigns have a perpetual easement in, over, under, and upon the above referenced property as specified on the property plat filed with the register of deeds. This easement provides EDGE the right to operate, maintain, construct, install, and repair all components of the sewer system the property, including but not limited to the Interceptor tank and the Interceptor Pump or Interceptor Gravity Tank systems. I further grant EDGE permission to enter upon*

my property for any reason connected with the provision or removal of sewer service or collection
therefore.

7. I understand that I am responsible for the operation and repair of all other plumbing and related structures on the property, including the outfall line to the Interceptor tank.
8. I authorize EDGE to install a cutoff valve on my side of my water meter and grant EDGE exclusive right to use such valve in accordance with its Rules and Regulations. I understand the use of this valve does not in any way relieve me of my obligation to pay for water service to the water service provider.
9. I authorize EDGE to purchase and install a water meter for purposes of measuring water usage. If a water meter is already installed on the premises, I hereby grant EDGE the authority to read the water meter to obtain the water usage data or obtain the water usage records from the water utility servicing this address.
10. I agree to abide by EDGE's Rules and Regulations, and the Rates and Fees Schedule as established in its tariff approved by the Tennessee Public Utility Commission as well as with any amendments to or changes in such rules, regulations, and rates.
11. I agree to promptly pay for sewer service at the current billing rate as set forth in the Company's tariff as approved by the Tennessee Public Utility Commission. I understand that should I not pay my bill, I will be subject to having my sewer service disconnected in accordance with EDGE's cutoff procedures and further understand I will be responsible for the payment of any and all costs associated with collecting any delinquent or unpaid amounts owed on my account, including attorney fees.
12. This Agreement shall remain in effect for as long as I own, reside upon or rent the above referenced property. I agree to provide notice to EDGE at least thirty (30) days in advance of vacating the property and terminating service.

SUBSCRIBER'S SIGNATURE

SEWER SUBSCRIPTION CONTRACT

DATE: _____ PRINTED

PROPERTY CLOSING DATE: _____

NAME

SUBDIVISION

ADDRESS OF PROPERTY

VACANT LOT	0
CABIN	0
LOT#	

MAILING ADDRESS

SQFT

TELEPHONE NUMBER

EMAIL ADDRESS

I hereby make application to Edge Wastewater Utilities LLC. ("EDGE") for sewer service at the address of property stated above. In consideration of the undertaking on the part of EDGE to furnish sewer service, I understand, covenant and agree as follows:

1. I certify that I am the legal owner or occupier of the above referenced property and have the authority to enter into this agreement with EDGE for the provision of sewer service.
2. If this property is a vacant lot as checked above, I understand I will be billed an annual Capacity Reservation Fee to reserve capacity in the sewer treatment system. I agree to pay the annual Capacity Reservation Fee until such time a residence is built on the lot and the residence is connected to the sewer system and sewer system begins. I understand payment of the annual Capacity Reservation Fee on a vacant lot is not the same as paying for monthly sewer service to a residence connected to and receiving sewer services.
3. I understand that certain components necessary to the operation of the sewer system have been installed on the above referenced property.
4. I warrant that any connection to and/or subsequent use of the components on my property shall be in accordance with EDGE's Rules, Regulations and Plans.
5. I covenant that my use of the system components on my property shall conform to the guidelines set forth in the USER MANUAL (Do's and Don'ts for an Effluent Collection System). I understand that should I violate these Rules and/or abuse or damage the system components, that I will bear the expense to repair and/or replace the components in accordance with EDGE's Plans.
6. I acknowledge that EDGE, its successors, and assigns have a perpetual easement in, over, under, and upon the above referenced property as specified on the property plat filed with the register of deeds. This easement provides EDGE the right to operate, maintain, construct, install, and repair all components of the sewer system the property, including but not limited to the Interceptor tank and the Interceptor Pump or Interceptor Gravity Tank systems. I further grant EDGE permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.

7. I understand that I am responsible for the operation and repair of all other plumbing and related structures on the property, including the outfall line to the Interceptor tank.
8. I authorize EDGE to purchase and install a cutoff valve on my side of my water meter and grant EDGE exclusive right to use such valve in accordance with its Rules and Regulations. I understand the use of this valve does not in any way relieve me of my obligation to pay for water service to the service provider.
9. I authorize EDGE to purchase and install a water meter for purposes of measuring water usage. If a water meter is already installed on the premises, I hereby grant EDGE the authority to read the water meter to obtain the water usage data or obtain the water usage records from the water utility servicing this address.
10. I represent and warrant the square footage of the cabin as listed above as true and accurate. Should EDGE determine in accordance with its tariff that the cabin is producing excessive wastewater flow, EDGE may cut-off water and sewer service to the cabin. Further, cabins routinely overusing the wastewater treatment system will be subject to additional assessments in accordance with EDGE's tariff to expand the wastewater treatment system to accommodate the excessive flows associated with the above referenced cabin.
11. I agree to abide by EDGE's Rules and Regulations and the Rates and Fees Schedule as established with and approved by the Tennessee Public Utility Commission as well as any amendments to or changes in such rules, regulations, and rates.
12. I agree to promptly pay for sewer service at the current billing rate as approved by the Tennessee Public Utility Commission and as set forth in the company's tariff. I understand that I should not pay my bill, I will be subject to having my sewer service disconnected in accordance with EDGE's cutoff procedures and further understand I will be responsible for the payment of any and all costs associated with collecting any delinquent or unpaid amounts owed on my account, including attorney fees.
13. This Agreement shall remain in effect for as long as I own, reside upon or rent the above referenced property. I agree to provide notice to EDGE at least thirty (30) days in advance of vacating the property and terminating service.

SUBSCRIBER'S SIGNATURE

UTILITY CUSTOMER'S MANUAL
For Decentralized Wastewater Collection, Treatment and Disposal

**Decentralized Wastewater Collection, Treatment System and
Disposal**



UTILITY CUSTOMER'S MANUAL
For Decentralized Wastewater Collection, Treatment and Disposal



Greetings!

Wastewater Collection Treatment and Disposal

Your home is connected to an decentralized Wastewater Treatment System, which means that your family is being served by the decentralized industry leader. Our systems are designed and built to last, and we have a developed Quality Assurance/Quality Control (QA/QC) Program in place in the rare event that a problem should arise.

Decentralized wastewater systems do an excellent job of breaking down waste at the homeowner's house. This is known as primary treatment. Next, the wastewater is filtered through a gravity effluent filter or a pump vault and filter and sent via watertight collection to the secondary treatment facility. The treatment technologies can clean wastewater so well that the final discharge of water can be pumped into nearby streams or rivers, used to irrigate golf courses, or even used to recharge

the water table without affecting the local ecosystem.

The utility which owns and operates the treatment system that serves your home is responsible for maintenance and operation of all system components following the outfall line from your home.

If a wastewater problem arises that appears to be beyond the plumbing in your home and the outfall line from your home, you should contact your local service provider. If the problem is deemed to be related to the plumbing within your home or the outfall line between your home and the septic tank, a licensed plumber should be contacted.

To ensure the vitality of your home's system and that of the collection system and treatment system as a whole, you need to know what can and cannot be put down the drain or flushed at your home. Please read on to learn which items are okay and which are not.

UTILITY CUSTOMER'S MANUAL
For Decentralized Wastewater Collection, Treatment and Disposal

cannot be flushed, put down the drain, or disposed of into your home's plumbing system. Failure to do so may result in increased costs and/or tank pumping fees or fines:



DON'T flush or pour any poisons or dangerous and damaging items into your household plumbing system or wastewater treatment system. Please refer to the "Alternatives for Household Cleaning Products" on page 4. Especially, do not dispose of...

- Prescription medications or similar substances
- Water softener treatments, backwash, or salts
- Excessive amounts of oils (this includes bath oils and body oils)
- Combustibles or poisonous products
- Cleaning products, particularly floor waxes and carpet detergents
- Chlorine bleach, chlorides, and pool or spa products
- Quaternary ammonia
- Fertilizers, pesticides or herbicides, or agricultural compounds



DON'T use any additives that are marketed as performance enhancers for your wastewater treatment system. The bacteria and organisms that grow in your tank produce natural enzymes

that adequately break down and digest nutrients in the wastewater. These additives can actually cause maintenance problems inside of the tank and beyond for which you may be financially responsible!



DON'T put food items and scraps down your kitchen sinks disposal. Sending surplus food and garbage through the disposal will shorten the usable life of your tank in between pumpings. Throw away the following your trashcan:

- Coffee grounds, egg shells, fruit seeds, beans, chewing gum, trash, chewing tobacco, and cigarette butts
- Paper towels, newspapers, sanitary napkins, diapers, condoms, tampons, personal flushable wipes, baby wipes and swifter sheets
- Cooking grease and meats
- Rags, hair, and pet dander



DO collect all grease from cooking in a container and place it with your garbage. Also, always steer clear of using your disposal excessively. If possible, compost your food scraps or otherwise get rid of them with your garbage.

UTILITY CUSTOMER'S MANUAL

For Decentralized Wastewater Collection, Treatment and Disposal

DO'S AND DON'TS for the DECENTRALIZED HOMEOWNER



DON'T let your faucets run to prevent waterlines from freezing. Running faucets can increase your water usage by tenfold. This can overload your system and cause further problems. Take the necessary steps to properly insulate all of your plumbing fixtures, inside and outside.

DON'T install a grinder pump to move sewage wastes to the septic tank or a basement sump pump connected to the septic tank. This can result in a sewer back up into the residence and added maintenance of the system.

DON'T use unnecessary amounts of water. It is normal for a person to use 50 gallons of water per day. To help conserve water, follow the tips listed below:



To help save water:

- Take showers that are as short as possible. Also, do not overuse larger soaking tubs (use sparingly).
- Do not let the water run while you are not using it. For example, shut the water off when you are brushing your teeth; only turn the water on to rinse your toothbrush or mouth.

- Only run the dishwasher and washing machine when you have a full load, and avoid doing several loads back to back.
- If a toilet or showerhead malfunctions, replace it with a low-flow model or a model that is designed to save water.



DO fix all leaky plumbing fixtures. Leaky toilets can allow up to 2,000 gallons of water to go down the drain in a 24 hr. period. This can cause your water bill to average more than ten times your normal bill due to wasted water! This also can overload your system and cause maintenance problems and/or costs.



DO clean the lint traps on your washing machine units. This will help hinder lint and unnecessary materials from entering your interceptor tank. This in turn will help keep your tank pumping frequencies to a minimum.

UTILITY CUSTOMER'S MANUAL
For Decentralized Wastewater Collection, Treatment and Disposal

Alternatives for Household Cleaning Products



DO use alternatives for household dangerous materials and cleaners. Use the following products in lieu of more harmful conventional cleaners. See the list below for recommended alternatives to conventional cleaners:

Cleaners that contain Ammonia: Sprinkle baking soda on a damp sponge. To clean glass and windows use a solution of 2 tablespoons of white vinegar in 1 quart of water. Store the mixture in a spray bottle for easy use.

Disinfectants: Mix $\frac{1}{2}$ cup of borax into one gallon of water and apply to desired area. This mixture can also be used to deodorize.

Drain unclogging gels and liquids: **DO NOT** use any of these. **DO** use a standard plunger or a metal plumbing snake. If this does not work, remove and clean the S-traps in the sink or plumbing lines.

Scouring cleaners and powders: See "Cleaners that contain Ammonia" above. You could also search for natural products that do not scratch surfaces or harm wastewater treatment systems. They are widely available.

Carpet and Upholstery Cleaners: Sprinkle some dry cornstarch or baking soda on the affected area then vacuum. If the stain is too tough for that, you can blot the stain with white vinegar mixed into soapy water.

Toilet cleaners: Sprinkle baking soda onto a toilet brush and then scrub the bowl.

Furniture and Floor Polish/Cleaner: Use an oil-based soap with warm water as a cleaner then dry off with a soft rag. For a polish, mix 1 part lemon juice and 2 parts oil of any kind. You can also seek natural and alternative cleaners that work well too.

Metal Polish: To clean brass and copper, scrub the items with a sliced lemon coated with table salt. To clean stainless steel, use a scouring pad dipped in mild soapy water. For silver, apply toothpaste to a scrap rag

... and rub the paste gently onto the silver. Wipe clean with a damp cloth then dry.



Oven cleaners: On new oven spills, sprinkle normal table salt on the spill areas then scrub with a scouring pad or cloth. For older set-in spills, pour baking soda on the spills then scour with a scouring pad.



Laundry detergents: Always use a zero phosphate detergent or use soap flakes with $\frac{1}{3}$ cup of washing soda. Before switching, wash clothes in pure washing soda to remove accumulated residues.

UTILITY CUSTOMER'S MANUAL
For Decentralized Wastewater Collection, Treatment and Disposal

Important! Caution!

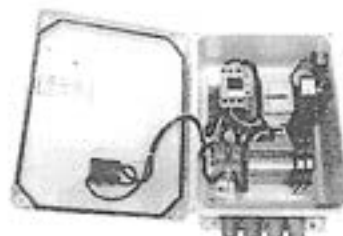
Only a qualified electrician or authorized installer and/or wastewater operator should work on your control panel. The control panel and all other components of your wastewater system are property of Edge Wastewater Utilities and/or the proper O&M company. The homeowner shall never service these items under any circumstances. If your system needs attention, please contact the proper personnel.

OUTSIDE the HOUSE



YOUR UTILITY PROVIDER will provide regular monitoring and maintenance. If your system has a control panel, it is a good idea to write the Utility's phone number on the side of the panel for reference.

AT the CONTROL PANEL



DO familiarize yourself with the location of the components of your wastewater system and electrical control panel (this applies only to STEP systems).

DO take immediate action to correct the problem by calling your utility service provider immediately in the event of an alarm condition; it resembles the sound of a smoke detector.



DO remember that if there is an audible alarm coming from your panel, it can be silenced by pushing the lighted "Push to Silence" button on the front of the control panel. With ordinary use, your tank has a reserve storage capacity of 24-48 hours.

DO leave all circuit breakers on in the control panel when going on vacation. This will allow for the discharging of water whenever necessary.

UTILITY CUSTOMER'S MANUAL
For Decentralized Wastewater Collection, Treatment and Disposal

DO'S AND DON'TS for Outside of Your Home



DON'T dig in your yard if you do not know where the components of your wastewater treatment system are located. If possible, avoid these areas when landscaping and adding permanent outdoor structures. Bird baths and picnic tables are okay to place anywhere in your yard, as they are easily removed and don't harm your system.

State law requires that utilities be notified before beginning excavation. Call your state One-Call center before any digging is done.



DON'T drive your vehicle or any heavy machinery over the lid or surface of your tank or over any buried components of your system. If there is a chance of vehicular traffic over your system, construct a barrier or plant rows of shrubs that would block this traffic.

- DON'T dump waste from RVs or campers into your tank, down the drain, or into your plumbing system. It will increase the incidence of necessary tank pumping. When dumped directly into the pumping vault, RV waste can clog equipment or cause it to lose function or longevity, causing undue maintenance and repair costs. Chemicals that may be found in RV waste can literally kill off the necessary bacteria and microorganisms that live in your tank and provide primary treatment.

DON'T ever connect rain gutters or storm drains to the sewer or allow surface water to drain into it. Don't discharge hot tub water into your system. The additional water will increase costs, and reduce the capacity of the collection and treatment systems. It can also wash excess solids through the tank.

DON'T remove the riser access lid on your tank for any reason, ever. If bolts are lost or damaged, contact your local Edge Wastewater Utilities maintenance technician. This person is the only one that should ever remove the lid from your tank unless otherwise directed.



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

Exhibit 31

Five Year Buildout Estimate of Development

Baker Farms Treatment Facility

15-Feb-26

Projected Income Statement

Line No.	Item	Year 1	Year 2	Year 3	Year 4	Year 5
	Number of Sewer Customers	46	90	134	178	178
	Access Fees					
	Number of lots with sewer access but no customer	132	88	44	0	0
	Access fee revenue (\$120 x lots)	\$ 15,840.00	\$ 10,560.00	\$ 5,280.00	\$ -	\$ -
	Operating Revenue					
1	Service Revenue	\$ 32,242.32	\$ 63,082.80	\$ 93,923.28	\$ 124,763.76	\$ 124,763.76
2	Re-connect Fees	\$ -	\$ -	\$ -	\$ -	\$ -
3	Returned Check Charge	\$ -	\$ -	\$ -	\$ -	\$ -
4	Late Payment Charge	\$ -	\$ -	\$ -	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -	\$ -
	Total Operating Revenue (sum of Line 1 through 4)	\$ 32,242.32	\$ 63,082.80	\$ 93,923.28	\$ 124,763.76	\$ 124,763.76
	Operating Expenses					
6	Total salaries and wages and payroll taxes (employees only)	\$ 350.00	\$ 450.00	\$ 550.00	\$ 650.00	\$ 650.00
7	Outside labor expenses (non-employees)	\$ -	\$ -	\$ -	\$ -	\$ -
8	Administrative and office expenses	\$ 300.00	\$ 125.00	\$ 150.00	\$ 150.00	\$ 150.00
9	Maintenance and repair expense ²	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 500.00
10	Purchased water	\$ -	\$ -	\$ -	\$ -	\$ -
11	Purchased sewerage treatment	\$ -	\$ -	\$ -	\$ -	\$ -
12	Electric power expense ³	\$ 220.00	\$ 280.00	\$ 340.00	\$ 340.00	\$ 340.00
13	Chemical expense	\$ -	\$ -	\$ -	\$ -	\$ -
14	Testing fees	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
15	Transportation expense	\$ 100.00	\$ 150.00	\$ 200.00	\$ 200.00	\$ 200.00
16	Other operating expense	\$ -	\$ -	\$ -	\$ -	\$ -
17	Telemetry	\$ 1,320.00	\$ 1,320.00	\$ 1,320.00	\$ 1,320.00	\$ 1,320.00
18	Total operation and maintenance expenses (sum of Line 6 through Line 17)	\$ 2,540.00	\$ 2,875.00	\$ 3,210.00	\$ 3,410.00	\$ 3,410.00
19	Annual depreciation expense	\$ 63,635.00	\$ 63,635.00	\$ 63,635.00	\$ 63,635.00	\$ 63,635.00
20	Property taxes paid on utility property	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00
21	Franchise (gross receipts tax)	\$ 80.61	\$ 157.71	\$ 234.81	\$ 311.91	\$ 311.91
22	Annual NCUC regulatory fee	\$ 1,370.30	\$ 2,681.02	\$ 3,991.74	\$ 5,302.46	\$ 5,302.46
23	Total operating expenses (sum of Line 18 through Line 22)	\$ 68,525.90	\$ 70,248.73	\$ 71,971.55	\$ 73,559.37	\$ 73,559.37
	Income taxes					
24	Income taxes	\$ -	\$ -	\$ -	\$ -	\$ -
25	State income taxes	\$ -	\$ -	\$ -	\$ -	\$ -
26	Federal income taxes	\$ -	\$ -	\$ -	\$ -	\$ -
27	Total income taxes	\$ -	\$ -	\$ -	\$ -	\$ -
28	Net operating income	\$ (20,443.58)	\$ 3,394.07	\$ 27,231.73	\$ 51,204.39	\$ 51,204.39

Edge Wastewater

16-Feb-26

Baker Farms Treatment Facility

Maury County

Total Contract Amount

\$1,654,510.00

Item #	Material/Item	Total Contract Amount
1	Mobilization/Demobilization	\$ 49,635.30
2	Office administration	\$ 66,180.40
3	Drip	\$ 115,815.70
4	Plumbing Drip	\$ 297,811.80
5	Treatment Unit	\$ 579,078.50
6	Building Slab	\$ 33,090.20
7	Building	\$ 49,635.30
8	Building Electrical	\$ 33,090.20
9	Site Electric	\$ 33,090.20
10	Building Plumbing	\$ 66,180.40
11	Tanks (includes Excavation)	\$ 115,815.70
12	Building Controls & Low Voltage wiring	\$ 115,815.70
13	Finish Grade	\$ 49,635.30
14	Start up/Commissioning	\$ 49,635.30
		\$ 1,654,510.00

April 22, 2026
Honorable David Jones, Chairman
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

Electronically Filed in TPUC Docket
Room on April 22, 2026 at 3:14 p.m.

Re: **Edge Wastewater Utilities, LLC.**
Supplement to Certificate of Convenience and Necessity No. 26-00017

Dear Chairman Jones,

On March 2, 2026, Edge Wastewater Utilities, LLC. ("EDGE" or "Petitioner") filed a request for a New Certificate of Convenience and Necessity for a project in Maury County, Tennessee, hereinafter referred to as the "Baker Farms Project" (the "Petition"). TPUC issued the Petition the docket number 26-00017. Following an internal review of the Petition, Petitioner tenders the following information to clarify certain aspects of the Petition.

Section 4: Corporate Organization

Please note the two (2) relevant corporate entities associated with the Petition:

- Edge Wastewater Utilities, LLC. ("EDGE") is Petitioner for the Certificate of Convenience and Necessity No. 26-00017. EDGE is a subsidiary of Edge Wastewater, LLC. and will provide services to the utility customers, including providing service tickets and general customer care.
- Edge Wastewater LLC. is parent entity of EDGE and will provide services in the areas of design, construction, operations and maintenance of the utility.

An organizational chart is attached to the Petition as Exhibit 4 and here again for ease of reference.

Section 11: Builder/Owner Identity - Ownership of Treatment & Land Application Areas

As of the Petition filing, the Baker Farms property is wholly owned by Carlton Baker. However, upon completion of the construction of the Baker Farms wastewater infrastructure, ownership of the treatment and land application areas will be deeded and convert to Petitioner EDGE. Please refer to the letter dated November 20, 2025 from Carlton Baker and Paul Varney to Matt Nicks, attached to the Petition as Exhibit 11 and here again for ease of reference.

Section 15: Biographies of Officers and Key EDGE Staff.

Petitioner presently has four (4) officers. While correctly identified in the Petition materials, the officer biography inadvertently omitted the fourth EDGE officer, Trevor Acree.

EDGE WASTEWATER

Please find the corrected biographical information sheet attached here as Exhibit 15.

Thank you for your consideration.

Sincerely,
Edge Wastewater Utilities, LLC.



R. Matthew Nicks,
President

Attachments

Exhibit 4

Corporate Organizational Chart with Affiliates

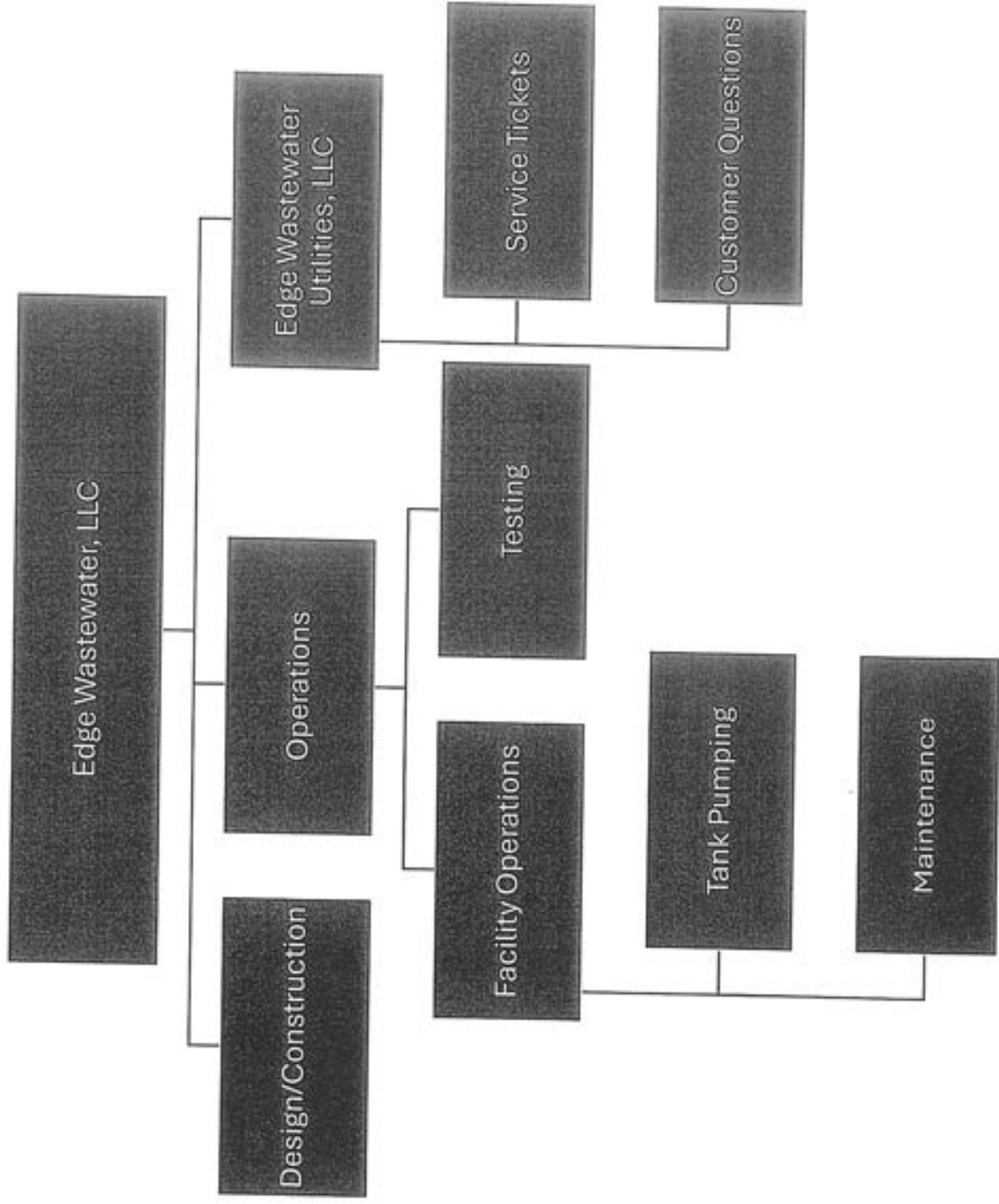


Exhibit 11

Developer Request to Serve Letter

Carlton Baker, Owner
Paul Varney, Developer
Carl Varney Consulting Group, LLC
2500 Canfield Pike
Knoxville, Tennessee 37912

November 20, 2025

Mr. Matthew Nicks
Edge Wastewater
410 New Salem Highway, Suite 100
Marbleboro, Tennessee 37129

Re: Wastewater Treatment Services - Request for Sewer Service
Baker Farms
Carter's Creek Pike - Maury County
Parcels 2.1, Parcels 6.00 & 7.01
178 Residential Lots

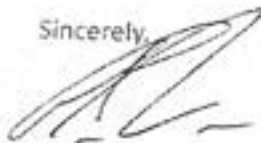
Mr. Nicks,

This letter serves as a formal notice that we are requesting sewer service from Edge Wastewater for a new development project titled "Baker Farms" on Carter's Creek Pike in Maury County, Tennessee. We are requesting your services since Maury County and the local Utility District do not provide public sanitary sewer service and have no plans in the foreseeable future to provide such service.

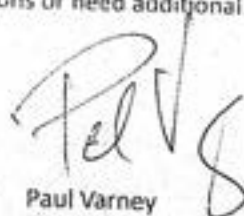
We agree to convey the treatment and land application areas located on the Baker Farms subdivision to the utility at the completion of the construction.

Please let me know if you have any questions or need additional information.

Sincerely,



Carlton Baker
Owner



Paul Varney
Developer

Exhibit 15

Biographies of Officers and Key Wastewater Utility Staff

Biographies of Officers & Key Personnel

R. Matthew Nicks, President

Bachelor of Engineering – University of Texas, 1984

Licensed General Contractor, Tennessee License # 83500

Mr. Nicks is the President of Edge Wastewater Utilities, LLC. He was formerly the President of a large decentralized wastewater utility company with operations in Tennessee, Alabama and Ohio. He was responsible for the operations, engineering and construction of the wastewater treatment facilities and land application drip dispersal irrigation zones. Mr. Nicks has worked all over the world handling, overseeing and managing the collection, treatment, storage, transportation and shipping of hazardous waste in a variety of industry settings. He has a strong background in regulatory compliance matters including those related to the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the Environmental Protection Agency (EPA) and the Tennessee Department of Environment & Conservation (TDEC).

Matthew Taylor, Secretary/Treasurer

Bachelor of Engineering – Tennessee Technological University, 2004

Professional Engineer, Tennessee, License # 112515

Mr. Taylor is the Secretary/Treasurer of Edge Wastewater Utilities, LLC. He has over 20 years of experience in project management, planning, design, and coordination of civil engineering projects. Specifically, in the areas of site grading plans, water & sewer design, drainage studies, residential subdivisions, commercial & industrial developments and mixed-use projects.

James F. Reed, III

Bachelor of Engineering – Tennessee Technological University, 1994

Professional Engineer, Tennessee, License # 109038

Registered Land Surveyor, Tennessee License # 2063

Mr. Reed has over 30 years of experience in project management, planning, design and coordination of civil engineering projects. Specifically, in the areas of site grading, decentralized wastewater treatment system design, advanced wastewater designs, water & utility design, and roadway construction plans.

Trevor Acree

Licensed General Contractor

Mr Acree has over 17 years of experience in heavy equipment operations, grading and installation of underground utilities. Specifically, in the areas of gravity & force main sewer systems, site grading, installation of water mains and services for municipalities and installation of storm drains, electric and communications for numerous residential developments.

July 7, 2026

Electronically Filed in TPUC Docket Room on July 7, 2026 at 1:11 p.m.

Honorable David Jones, Chairman
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

Re: **Edge Wastewater Utilities, LLC.**
Supplemental Information to Certificate of Convenience and Necessity No. 26-00017

Dear Chairman Jones,

On March 2, 2026, Edge Wastewater Utilities, LLC. ("Petitioner") filed a request for a New Certificate of Convenience and Necessity for a project in Maury County, Tennessee, hereinafter referred to as the "Baker Farms Project" (the "Petition"). TPUC issued the Petition the docket number 26-00017. In accordance with a Request for Additional Information from Michelle Mairs, Audit and Compliance Director, dated June 26, 2026, Petitioner tenders the following information to clarify certain aspects of the Petition.

REQUEST: Section 3 – List of Members & Officers of the Wastewater Utility
Are both Edge Wastewater, LLC and Edge Wastewater Utilities, LLC owned and managed by the same four members?

RESPONSE: Yes, Petitioner and Edge Wastewater LLC are owned and managed by:

- Richard Matthew Nicks, President / Managing Member
- Matthew A. Taylor, Treasurer
- James F. Reed, III, Member
- Trevor W. Acree, Member

REQUEST: Section 12 – Letters from Local Governments and Utilities

Provide confirmation from the Spring Hill, TN Department of Public Works/Spring Hill Government as to whether they have the intent or ability to provide sewer/wastewater service to customers of the Baker Farms Subdivision. If a moratorium for new sewer connections is active for Spring Hill, please provide documentation reflective of that circumstance.

RESPONSE: Attached is Exhibit 12 - Letter dated June 30, 2026 from the City of Spring Hill Water Department confirming that the City does not service the property and does not intend to service the property in the future.

REQUEST: Section 18 – Treatment System Contractor & Construction Agreement

Per Commission Rule 1220-04-13-.17(2)(c)(4), petitions for a CCN must include proof that the contractor selected to install the proposed system holds a valid and current contractor's license with an adequate monetary limit. Edge Wastewater, LLC's current monetary limit is \$400,000, while the awarded contract totals \$1,654,510. Therefore, the contractor's license submitted with the Petition does not comply with Commission Rule 1220-04-13-.17(2)(c)(4). Accordingly, please explain how the Petitioner and Developer intend to remedy this non compliance with Commission Rules. In response to this matter, the Petitioner must provide sufficient documentation to demonstrate compliance with Commission Rule 1220-04-13 .17d(2)(c)(4).

RESPONSE: Edge Wastewater, LLC. will subcontract the construction of the treatment facility and installation of the land application areas to:

A&R Excavating LLC.
License Number 75790
Classifications MU-A, MU-C, MU-D

Attached is Exhibit 18 – Contractors License for A&R Excavating LLC., showing a monetary limit of three million dollars (\$3,000,000).

REQUEST: Section 19 – SOP Application/Permit

Please file the following documents from the Tennessee Department of Environment and Conservation:

- a) notice of a complete application;
- b) Draft SOP Permit

RESPONSE: Attached is Exhibit 19 - copy of the Notice of Complete Application and Public Notice Requirements dated April 16, 2026 and a copy of the Draft State Operating Permit No. SOP-25037 dated April 22, 2026.

Currently, it appears TDEC State Operating Permit ("SOP") is in the name of Edge Wastewater, LLC. Per Commission Rule 1220-04-13-.17(2)(d)(1), the CCN Petitioner needs to be the entity holding the SOP. Does the Petitioner intend to send TDEC a written request to change the entity being permitted to Edge Wastewater Utilities, LLC before final permit issuance? The SOP should be in the name of Edge Wastewater Utilities, LLC, similar to SOP-26007 shown on TDEC's data viewer.

RESPONSE: Petitioner submitted a revised State Operating Permit Application to TDEC to amend the name on the SOP. Please also see a responsive email correspondence between Petitioner and TDEC, attached as Exhibit 19, wherein TDEC responds to Petitioner's request advising that the name change will be made on the Final Permit.

REQUEST: Section 25 – NARUC Chart of Accounts

Per Commission Rule 1220-04-13-.17(2)(e)(3), petitions for a CCN must include a proposed chart of accounts for the wastewater utility, following the NARUC Uniform System of Accounts (USA) for wastewater utilities.

RESPONSE: Attached is Exhibit 25 - the NARUC proposed chart of accounts that conforms with the NARUC Uniform System of Accounts for wastewater utilities.

REQUEST: Section 26 – Plant in Service Account Numbers

Per Commission Rule 1220-04-13-.17(2)(e)(4), petitions for a CCN must include a list of all plant-in-service account numbers with account names and estimated account balances as of the state of operations. The Petitioner must break down the various plant to be contributed to the Utility upon commencement of operations into the corresponding USOA account numbers.

RESPONSE: Attached is Exhibit 26 - a listing of plant-in-service account numbers.

REQUEST: Section 27 – Depreciation rates/schedule

Per Commission Rule 1220-04-13-.17(2)(e)(5), petitions for a CCN must include a list of depreciation rates the applicant intends to use for each plant account that will be on the wastewater utility's books inclusive of an estimated useful life for each account (asset type). If there is a type of plant to be contributed that is not reflected on page 4 of the Petition, please amend the depreciation list.

RESPONSE: Petitioner will utilize the following straight-line depreciation method under the Generally Accepted Accounting Principles:

Buildings	20-50 years
Building Improvements	10-20 years
Computers & Software	3-5 years

EDGE WASTEWATER

Office Furniture	5-10 years
Machinery & Equipment	7-15 years
Vehicles	3-8 years
Leasehold Improvements	Shorter of lease term or useful life

REQUEST: Section 35 – Financial Security

Please provide a financial security instrument in compliance with Commission Rule 1220-04 13-.07 (Financial Security Rule). The Letter of Credit or Surety Bond instrument must be in a form compliant with Commission Rule 1220-04-13-.08 (Standard Forms for Filing Financial Security).

RESPONSE: Attached is Exhibit 35 - Letter of Credit from FirstBank for the stipulated amount of \$20,000.00

REQUEST: Commission Staff requests clarification of the business model to be employed by the Petitioner, please provide responses to the following questions:

- a) Will Edge Wastewater, LLC provide maintenance, repair, and customer service for utility customers of Edge Wastewater Utility, LLC? Please elaborate on what services may be provided by Edge Wastewater, LLC to the Petitioning entity.

RESPONSE: Edge Wastewater, LLC will provide operational maintenance & repair services to Petitioner. These services will be provided in accordance with the affiliated entity guidelines. Edge Wastewater, LLC, will also provide customer service to Petitioner as further described below.

- b) Further, please explain how Edge Wastewater Utilities, LLC will accomplish the provision of operational and administrative services. For example, will the Petitioner hire employees, outsource the work, or use the time and labor of its four members to accomplish organizational objectives? In your response, please provide an explanation for how Edge Wastewater Utilities, LLC will provide each of the following essential customer services/reporting requirements:

- Customer billing
- Customer service inquiries
- Maintenance/operating emergencies
- General maintenance and repairs
- Regulatory reporting
- Accounting

RESPONSE: Petitioner will discharge its operational and administrative duties through Edge Wastewater, LLC. Edge Wastewater, LLC, will utilize a

410 New Salem Highway, Suite 107
615/969-6564

Murfreesboro, Tennessee 37129

EDGE WASTEWATER

combination of employees and technology solutions. Edge Wastewater, LLC, has retained a dedicated customer service representative with extensive experience supporting clients of wastewater utility services. In addition, Edge Wastewater, LLC, is in the final stages of selecting a highly secure, industry recognized web-based software solution that will support centralized customer support functions including account creation, move-ins, move-outs, service transfers, and billing. This system will provide the ability to organize, access and track customer account information and requests and is designed to make information easily catalogued and easily retrieved for regulatory reporting purposes.

The system selected will also contain functionality that provides field operators with real-time access to view and respond to service tickets. Operators will benefit from the software's ability to optimize scheduling, routing and track inventory, potentially resulting in increased operational responsiveness, efficiency and customer satisfaction.

Edge Wastewater has also retained a controller with extensive wastewater utility accounting experience.

Thank you for your consideration.

Sincerely,
Edge Wastewater Utilities, LLC.



R. Matthew Nicks,
President

Attachments

Exhibit 12

Letters from Local Government and Utilities

City of Spring Hill Letter

SPRING HILL
T E N N E S S E E

June 30, 2026

Dear Paul Varney,

The City of Spring Hill does not currently provide public sanitary sewer service to the property located at **1603 Carters Creek Pike, Columbia, Tennessee (Baker Farms)**.

Additionally, the City of Spring Hill does not anticipate providing sanitary sewer service to this property as part of any future service area expansion or growth plans. Accordingly, the City is not expected to be the future sanitary sewer service provider for this property.

Please let me know if you need any additional information.

Sincerely,



Ryan LaMunyon
Assistant General Manager – Reclamation
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174
931-451-0241
rlamunyon@springhilltn.org



City of Spring Hill | Water Department
199 Town Center Parkway
Spring Hill, Tennessee 37174
rlamunyon@springhilltn.org
931-451-0241

Exhibit 18

Treatment System Contractor & Construction Agreement

Contractors License for A&R Excavating LLC

State of Tennessee

14317119

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR
A&R EXCAVATING LLC

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 75790
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2027
\$3,000,000.00; MU-A; MU-C; MU-D



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE

Exhibit 19

State Operating Permit Application

Notice of Complete Application

&

Draft of State Operating Permit

&

eMail String with TDEC Concerning the Name
Change on the Permit



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

Davy Crocket Tower
500 James Roberson Pkwy, 9th Floor
Nashville, Tennessee 37243-1102

April 16, 2026

Mr. Matt Nicks
President
Edge Wastewater, LLC
e-copy: mnicks@edgwastewater.com
410 New Salem Highway
Suite 100
Murfreesboro, TN 37129

Subject: **Notice of Complete Application and Public Notice Requirements**
Permit No. SOP-25037
Edge Wastewater, LLC
Baker Farms Treatment Facility
Columbia, Maury County, Tennessee

Matt Nicks:

The Division of Water Resources (the division) acknowledges receipt of a permit application in our office on January 12, 2026. Our review of the SOP permit application showed that you have submitted all the information required to initiate processing of the application. You are advised that this notice of complete application does not imply that the application will be approved or that a permit will be issued. Also, in accordance with rules of the Tennessee Department of Environment and Conservation, Division of Water Resources, Chapter 0400-40-5-.05 (2):

"This provision does not preclude the commissioner from later requesting additional material that subsequent to the notice of completeness is determined to be necessary for permit processing."

Since this is an application to renew an existing permit and your complete application was mailed to our office 180 days prior to the current permit expiration date, and the permit is not reissued by this date, discharges from the facility will be automatically authorized through administrative extension of the current permit.

If this is an application for a new or expanded discharge, please find attached a template of a public notice you must complete and post for a period of 30 days. This is required in accordance with Chapter 0400-40-5-.06 (1), which states:

"For an individual application for a new or expanded discharge, the applicant shall notify the public of the application by posting a sign near the point of entrance to such facility and within view of a public road. The sign shall contain provisions as specified by the commissioner. The sign shall be of such size that is legible from the public road. Also the sign shall be maintained for at least thirty days following submittal of the application to the division."

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

Sincerely,



Bryan Pope
Consultant, Land-Based Systems

Enclosure

cc: Permit File
Columbia Environmental Field Office
Cole McCormick, Tennessee Public Utility Commission (TPUC), cole.mccormick@tn.gov

PUBLIC NOTICE

OF APPLICATION FOR PERMIT TO DISCHARGE/DISPOSE OF WASTEWATER

Applicant Name	Edge Wastewater, LLC
Project Name	Baker Farms Treatment Facility
Permit Number	SOP-25037
Date this Notice was Posted	
Number of days this Notice should be Posted	30
Wastewater Source, Treatment, and Discharge/Disposal Description	STEP STEG RMF to fenced drip dispersal on approximately 9.91 acres of soil with a variable loading rate of .1 to .2 gpd / sf for 178 residential homes
Discharge/Disposal is to/near the following stream	Carters Creek, No Discharge.
Email comments to	water.permits@tn.gov

TO WHOM IT MAY CONCERN: The application described above has been submitted for wastewater facility operation and discharge/disposal permit pursuant to The Tennessee Water Quality Act of 1977, TCA 69-3-108. The purpose of this notice is to advise all concerned of the proposal for which a permit is sought and to solicit comments and information necessary to evaluate the probable impact of the activities upon the respective water resources. The decision whether to issue or deny will in part be based upon that evaluation.

Persons wishing to comment on or object to the issuance of a proposed permit are invited to submit comments in writing to the address listed below or to email account water.permits@tn.gov. The applicant's name and permit number should be referenced. Written statements received on or before the date of expiration of the comment period will become part of the record and will be considered in the determination.

Interested persons may also request in writing that the Division hold a public hearing on any application. The request must be filed within the comment period and must indicate the interest of the person requesting and the reasons why a hearing is warranted. When there is sufficient public interest, the director shall hold a hearing in accordance with Rule 0400-40-5-.06 (12).

After consideration of comments submitted during the public comment period, the hearing record, if any, and the requirements of federal and State law, the director of the Division will make a determination regarding the final action on the permit. Permit applications, supporting documentation, and related comments are available for review and/or copying or on the TDEC DataViewer at <https://www.tn.gov/environment/about-tdec/tdec-dataviewers.html>

**Division of Water Resources
Davy Crockett Tower
500 James Roberson Pkwy, 9th Floor
Nashville, Tennessee 37243-1102**

Instructions for the Public Notice of Application Sign

This sample Public Notice Sign is being provided for you to use. A Public Notice of Application sign must be displayed for a period of 30 days minimum. The purpose of the sign is to notify the public of its opportunity to comment, object, or to request a public hearing on the proposed permit action.

Pursuant to T.C.A. Rules, Chapter 0400-40-5-.06 (1) and (10), effective July 23, 2004, applicants for new or expanded discharges must notify the public by posting a sign near the point of the proposed facility entrance within view of a public road. The size must be of such size as to be legible from the public road.

It is recognized that it is impracticable print all of the required sign wording at a size that it can be read from the carriage way. Thus, to meet the intent of the rule, only the words "PUBLIC NOTICE" and "APPLICATION TO DISCHARGE/ DISPOSE OF WASTEWATER" must be readable from the carriage way. The remainder of the wording must be legible from the shoulder of the roadway.

Applicants should maintain some proof of sign posting and their compliance with the 30-day minimum posting period. Examples of proof could be dated photographs of the posted sign, an affidavit prepared by a witness of the posted sign, or confirmation by Division field staff.

Please be advised that in addition to this public notice of application, the Division will issue a Public Notice at the time a draft permit is proposed. Persons receiving this mailing include, but are not limited to, the applicant, governmental agencies with jurisdictions over the facility, federal and state agencies with jurisdiction over fish and wildlife resources and historic preservation, and interested persons having asked to be included on the public notice list.



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
Davy Crockett Tower, 9th Floor
500 James Robertson Parkway
Nashville, Tennessee 37243

April 22, 2026

Mr. Matt Nicks
President
Edge Wastewater
e-copy: mnicks@edgwastewater.com
410 New Salem Highway
Suite 100
Murfreesboro, TN 37129

Subject: **Draft of State Operating Permit No. SOP-25037**
Edge Wastewater, LLC
Baker Farms Treatment Facility
Columbia, Maury County, Tennessee

Mr. Nicks:

Enclosed please find one copy of the draft state operating permit SOP-25037, which the Division of Water Resources (the Division) proposes to issue. The issuance of this permit is contingent upon your meeting all of the requirements of the Tennessee Water Quality Control Act and the rules and regulations of the Tennessee Water Quality, Oil and Gas Board.

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

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

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

Sincerely,

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

Brad Harris, P.E.
Deputy Director, Land-Based Systems

Enclosure

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
Davy Crockett Tower-9th Floor
500 James Robertson Parkway
Nashville, Tennessee 37243

Permit No. SOP-25037

PERMIT

For the operation of Wastewater Treatment Facilities

In accordance with the provision of Tennessee Code Annotated section 69-3-108 and Regulations promulgated pursuant thereto:

PERMISSION IS HEREBY GRANTED TO

Edge Wastewater, LLC
Baker Farms Treatment Facility
Columbia, Maury County, Tennessee

FOR THE OPERATION OF

STEP STEG RMF to fenced drip dispersal located at latitude 35.7627 and longitude -87.7627 in Maury County, Tennessee to serve 178 residential homes by the Baker Farms Treatment Facility. The design capacity of the system is .0534 MGD and will be dispersed on approximately 9.91 acres of suitable soil. A variable loading rate of .1 to .2 gpd / sf will be utilized.

This permit is issued as a result of the application filed on January 12, 2026, in the office of the Tennessee Division of Water Resources. This permit is contingent on the submission and department approval of construction plans, specifications and other data in accordance with rules of the department. Updated plans and specifications must be approved before any further construction activity.

This permit shall become effective on:

This permit shall expire on:

Issuance date :

for April Grippo
Director

A. GENERAL REQUIREMENTS

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

<u>Parameter</u>	<u>Sample Type</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>	<u>Measurement Frequency</u>
Flow *	Totalizer			Daily
BOD ₅	Grab	45 mg/l	N/A	Once/Year
Ammonia as N	Grab	Report	N/A	Once /Quarter
<i>E. Coli</i>	Grab	941 colonies/100 ml	N/A	Once /Quarter

No E. Coli monitoring if fields are fenced

* Report average daily flow for each calendar month.

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

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

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

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

Instances of surface saturation, ponding or pooling within the land application area as a result of system operation are prohibited. Instances of surface saturation, ponding or pooling shall be promptly investigated and noted on the Monthly Operations Report. The report shall include details regarding location(s), determined cause(s), the actions taken to eliminate the issue, and

the date the corrective actions were made. Any instances of surface saturation, ponding or pooling not associated with a major precipitation event not corrected within three days of discovery shall be reported to the local Environmental Field Office at that time for investigation. Surface saturation, ponding or pooling resulting in the discharge of treated wastewater into Waters of the State or to locations where it is likely to move to Waters of the State shall be immediately reported to the local Environmental Field Office, unless the discharge is separately authorized by a NPDES permit.

All drip fields shall be fenced sufficiently to prevent or impede unauthorized entry as well as to protect the facility from vandalism. Fencing shall be a minimum of four feet in height. Fencing shall be constructed of durable materials. Gates shall be designed and constructed in a manner to prevent or impede unauthorized entry. All designs are subject to division approval. Fence shall be installed prior to beginning operation.

All drip lines shall be buried and maintained 6 to 10 inches below the ground surface.

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

- the condition of the treatment facility security controls (doors, fencing, gates, etc.),
- the condition of the drip area security controls (doors, fencing, gates, etc.),
- the condition of the site signage,
- the operational status of the mechanical parts of the treatment system (pumps, filters, telemetry equipment, etc.)
- the condition of the UV bulbs (if applicable)
- the condition of the land application area including the location of any ponding
- the name of the inspector
- the description of any corrective actions

Submission of the schedule, or revisions to the schedule, may be submitted to the division electronically. The schedule shall be submitted on or before the effective date of the permit. The permittee is responsible for maintaining evidence that the schedule, or revisions, have been submitted to the division.

B. MONITORING PROCEDURES

1. Representative Sampling

Samples and measurements taken in compliance with the monitoring requirements specified above shall be representative of the volume and nature of the monitored discharge, and shall be taken at the following location(s):

Effluent to drip irrigation plots.

2. Test Procedures

Unless otherwise noted in the permit, all pollutant parameters shall be determined according to methods prescribed in Title 40, CFR, Part 136.

C. DEFINITIONS

The "daily maximum concentration" is a limitation on the average concentration, in milligrams per liter, of the discharge during any calendar day.

The "*monthly average concentration*", other than for *E. coli* bacteria, is the arithmetic mean of all the composite or grab samples collected in a one-calendar month period.

A "grab sample" is a single influent or effluent sample collected at a particular time.

For the purpose of this permit, "*continuous monitoring*" means collection of samples using a probe and a recorder with at least one data point per dosing cycle.

A "quarter" is defined as any one of the following three-month periods: January 1 through March 31, April 1 through June 30, July 1 through September 30, and/or October 1 through December 31.

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

D. REPORTING

1. Monitoring Results

Monitoring results shall be recorded consistent with the general requirements imposed in Part A above OR in accordance with the operating and maintenance inspection schedule in the permit administrative file record and submitted quarterly.

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

Division of Water Resources
Columbia Environmental Field Office
1421 Hampshire Pike
Columbia, TN 38401

Sampling results may be submitted electronically to: DWRWW.Report@tn.gov.

The first operation report is due on the 15th of the month following the quarter containing the permit effective date. Until the construction of the treatment system is complete and the treatment system is placed into operation, operational reports shall report "monitoring not required".

2. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified in Rule 0400-40-05-.07(2)(h)2, the results of such monitoring shall be included in the calculation and reporting of the values required in the Quarterly Operation Report. Such increased frequency shall also be indicated.

3. Falsifying Reports

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

4. Signatory Requirement

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

PART II

A. GENERAL PROVISIONS

1. Duty to Reapply

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

2. Right of Entry

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

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

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

- c. To sample at reasonable times any discharge of pollutants.

3. Availability of Reports

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

4. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems (and related appurtenances) for collection and treatment which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance also include adequate laboratory and process controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit. Backup continuous pH and flow monitoring equipment are not required.

The monitoring frequency stated in this permit shall not be construed as specifying a minimum level of operator attention to the facility. It is anticipated that visits to the treatment facility by the operator will occur at intervals frequent enough to assure proper operation and maintenance, but in no case less than one visit every fourteen days OR in accordance with an operating and maintenance inspection schedule in the permit administrative file record. If monitoring reports, division's inspection reports, or other information indicates a problem with the facility, the permittee may be subject to enforcement action and/or the permit may be modified to include increased parameter monitoring, increased monitoring frequency or other requirements as deemed necessary by the division to correct the problem. The permittee shall ensure that the certified operator is in charge of the facility and observes the operation of the system frequently enough to ensure its proper operation and maintenance regardless of the monitoring frequency stated in the permit.

Dilution water shall not be added to comply with effluent requirements.

5. Property Rights

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

6. Severability

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

7. Other Information

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

B. CHANGES AFFECTING THE PERMIT

1. Planned Changes

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

2. Permit Modification, Revocation, or Termination

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

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

3. Change of Ownership

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

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

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

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

4. Change of Mailing Address

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

C. NONCOMPLIANCE

1. Effect of Noncompliance

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

2. Reporting of Noncompliance

a. 24-Hour Reporting

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

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

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

b. Scheduled Reporting

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

3. Overflow

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

b. Overflows are prohibited.

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

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

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

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

4. Upset

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

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

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

5. Adverse Impact

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

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

6. Bypass

- a. *"Bypass"* is the intentional diversion of wastewater away from any portion of a treatment facility.
- b. Bypasses are prohibited, unless:
 - i. The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated waste, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - iii. For anticipated bypass, the permittee submits prior notice, if possible, at least ten days before the date of the bypass; or
 - iv. For unanticipated bypass, the permittee submits notice of an unanticipated bypass within 24 hours from the time that the permittee becomes aware of the bypass.
- c. A bypass that does not cause effluent limitations to be exceeded may be allowed only if the bypass is necessary for essential maintenance to assure efficient operation.
- d. *"Severe property damage"* when used to consider the allowance of a bypass means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

D. LIABILITIES

1. Civil and Criminal Liability

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

2. Liability Under State Law

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

**PART III
OTHER REQUIREMENTS**

A. CERTIFIED OPERATOR

The waste treatment facilities shall be operated under the supervision of a Biological Natural System certified wastewater treatment operator and collection system shall be operated under the supervision of a grade I certified collection system operator in accordance with the Water Environmental Health Act of 1984.

B. PLACEMENT OF SIGNS

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

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

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

C. ADDITION OF WASTE LOADS

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

D. SEPTIC (STEP) TANK OPERATION

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

E. SEPTAGE MANAGEMENT PRACTICES

The permittee must comply with the provisions of Rule 0400-48-01-.22. If the septage is transported to another POTW for disposal, the permittee shall note the amount of septage wasted in gallons and name of the facility the hauler intends to use for disposal of the septage on the monthly operation report. Sludge or any other material removed by any treatment works must be disposed of in a manner which prevents its entrance into or pollution of any surface or subsurface waters. Additionally, the disposal of such sludge or other material must be in compliance with the Tennessee Solid Waste Disposal Act, TCA 68-31-101 et seq. and Tennessee Hazardous Waste Management Act, TCA 68-46-101 et seq.

F. OWNERSHIP OF THE TREATMENT FACILITIES

a. The permittee shall own the treatment facilities (and the land upon which they are constructed) including the land to be utilized for drip or spray irrigation. Evidence of ownership of the treatment facility and land application site(s) must be furnished to the division for approval prior to initiation of operation of the wastewater collection and treatment system for sewer service to any structure.

b. Where the treatment facility serves private homes, condominiums, apartments, retirement homes, nursing homes, trailer parks, or any other place where the individuals being served have property ownership, rental agreements, or other agreements that would prevent their being displaced in the event of abandonment or noncompliance of the sewerage system, ownership of the treatment facilities must be by a municipality, a public utility, a wastewater authority, or a privately owned public utility (having a Certificate of Convenience and Necessity from the Tennessee Public Utility Commission) or another public agency.

Attachment 1

RATIONALE

Edge Wastewater, LLC
STATE OPERATION PERMIT NO. SOP-25037
Columbia, Maury County, Tennessee

Permit Writer: Bryan Pope

FACILITY CONTACT INFORMATION:

Mr. Matt Nicks
President
Phone: (615) 969-6564
mnicks@edgwastewater.com
410 New Salem Highway
Murfreesboro, TN 37129

Activity Description: Treatment of domestic wastewater via a decentralized wastewater system to support construction of Baker Farms Wastewater Treatment Facility.

Facility location: Latitude 35.7627 and Longitude -87.7627

Name of the nearest stream: Carters Creek. No discharge allowed

Treatment system: STEP STEG RMF to fenced drip dispersal on approximately 9.91 acres of soil with a variable loading rate of .1 to .2 gpd / sf for 178 residential homes

Permit period: This permit will be issued for a five-year period effective from the issuance date on the title page.

Terms & Conditions: BOD₅ is a standard measure of sewage strength. The 45 mg/L daily maximum limit is the required treatment standard for domestic wastewater in Tennessee. Ammonia and BOD₅ reporting serve to demonstrate the treatment system is meeting minimum treatment standards. Land application, versus stream discharge, enables reduced monitoring frequency for these parameters. Narrative conditions for drip disposal and septage management are proposed in support of proper system operation to prevent runoff to streams and avoidance of nuisance conditions. E. coli limits apply when the disposal area is not fenced.

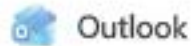
Financial Security: Municipalities and Utility Districts are government entities exempt from the financial security requirement in TCA 69-3-122.

Annual Maintenance Fee: An annual maintenance fee for the permit will apply after permit issue and upon receipt of an invoice. The fee is currently \$350.00 for non-discharging facilities with influent flow less than 0.075 MGD.

Items Requisite for Operation:

This draft permit proposes terms and conditions for planning purposes and to seek public comment on the potential water quality impacts of the proposed activity. Actual operation of the sewerage system is contingent on the following items (items may occur in any order):

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



RE: signed draft permit Baker Farms

From Bryan Pope <Bryan.Pope@tn.gov>
Date Mon 6/29/2026 7:01 AM
To Matt Nicks <mnicks@edgewastewater.com>

Good morning Matt.

Please send an updated application showing the change. I can make the alteration on the final permit unless you prefer a new draft and go back through public notice.

Thank you,

Bryan

From: Matt Nicks <mnicks@edgewastewater.com>
Sent: Saturday, June 27, 2026 1:08 PM
To: Bryan Pope <Bryan.Pope@tn.gov>
Subject: [EXTERNAL] Re: signed draft permit Baker Farms

Bryan -

We need to change the name on the permit from Edge Wastewater LLC to Edge Wastewater Utilities LLC, what do we need to do?

Thanks.
M

Matt Nicks
Edge Wastewater
615.969.6564
mnicks@edgewastewater.com

From: Bryan Pope <Bryan.Pope@tn.gov>
Sent: Wednesday, April 22, 2026 11:06 AM
To: Matt Nicks <mnicks@edgewastewater.com>
Subject: signed draft permit Baker Farms

Morning Matt.

The first draft permit had an error in the description. Corrected here. The public notice was correct and went out yesterday.

Thanks,

Bryan



Bryan Pope Environmental Consultant
Division of Water Resources
Davy Crockett Tower
500 James Robertson Pkwy, 9th Floor
Nashville, Tennessee 37243
931 224-3098 / bryan.pope@tn.gov

Exhibit 25

NARUC Chart of Accounts

[illegible]

Exhibit 26

Plant in Service Account Numbers

Assets and Other Debits

Utility Plant

Account No.

101.	Utility Plant in Service
102.	Utility Plant Leased to Others
103.	Property Held for Future Use
104.	Utility Plant Purchased or Sold
105.	Construction Work in Progress
106.	Completed Construction Not Classified
108.	Accumulated Depreciation
	108.1 Accumulated Depreciation of Utility Plant in Service
	108.2 Accumulated Depreciation of Utility Plant Leased to Others
	108.3 Accumulated Depreciation of Property Held for Future Use
110.	Accumulated Amortization
	110.1 Accumulated Amortization of Utility Plant in Service
	110.2 Accumulated Amortization of Utility Plant Leased to Others
114.	Utility Plant Acquisition Adjustments
115.	Accumulated Amortization of Utility Plant Acquisition Adjustments
116.	Other Utility Plant Adjustments

Other Property and Investments

121.	Nonutility Property
122.	Accumulated Depreciation and Amortization of Nonutility Property

123.	Investment in Associated Companies
124.	Utility Investments
125.	Other Investments
126.	Sinking Funds
127.	Other Special Funds

Current and Accrued Assets

131.	Cash
	131.1 Cash on Hand
	131.2 Cash in Bank
132.	Special Deposits
133.	Other Special Deposits
134.	Working Funds
135.	Temporary Cash Investments
141.	Customer Accounts Receivable
142.	Other Accounts Receivable
143.	Accumulated Provision for Uncollectible Accounts – Credit
144.	Notes Receivable
145.	Accounts Receivable from Associated Companies
146.	Notes Receivable from Associated Companies
151.	Plant Material and Supplies
152.	Merchandise
153.	Other Material and Supplies
161.	Stores Expense
162.	Prepayments
171.	Accrued Interest and Dividends Receivable
172.	Rents Receivable

173.	Accrued Utility Revenues
174.	Miscellaneous Current and Accrued Assets

Deferred Debits

181.	Unamortized Debt Discount and Expense
182.	Extraordinary Property Losses
183.	Preliminary Survey and Investigation Charges
184.	Clearing Accounts
185.	Temporary Facilities

Deferred Debits (cont.)

186.	Miscellaneous Deferred Debits
	186.1 Deferred Rate Case Expense
	186.2 Other Deferred Debits
	186.3 Regulatory Assets
187.	Research and Development Expenditures
190.	Accumulated Deferred Income Taxes
	190.1 Accumulated Deferred Federal Income Taxes
	190.2 Accumulated Deferred State Income Taxes
	190.3 Accumulated Deferred Local Income Taxes

Equity Capital and Liabilities Equity Capital

201.	<u>Common Stock Issued</u>
202.	<u>Common Stock Subscribed</u>
203.	<u>Common Stock Liability for Conversion</u>
204.	<u>Preferred Stock Issued</u>
205.	<u>Preferred Stock Subscribed</u>
206.	<u>Preferred Stock Liability For Conversion</u>
207.	<u>Premium on Capital Stock</u>
209.	<u>Reduction in Par on Stated Value of Capital Stock</u>
210.	<u>Gain on Resale or Cancellation of Reacquired Capital Stock</u>
211.	<u>Other Paid-in Capital</u>
212.	<u>Discount on Capital Stock</u>
213.	<u>Capital Stock Expense</u>
214.	<u>Appropriated Retained Earnings</u>
215.	<u>Unappropriated Retained Earnings</u>
216.	<u>Reacquired Capital Stock</u>
218.	<u>Proprietary Capital (for proprietorships and partnerships only)</u>

Long-Term Debt

221.	<u>Bonds</u>
222.	<u>Reacquired Bonds</u>
223.	<u>Advances From Associated Companies</u>
224.	<u>Other Long-Term Debt</u>

Current and Accrued Liabilities

231.	<u>Accounts Payable</u>
232.	<u>Notes Payable</u>
233.	<u>Accounts Payable to Associated Companies</u>
234.	<u>Notes Payable to Associated Companies</u>
235.	<u>Customer Deposits</u>
236.	<u>Accrued Taxes</u>
	<u>236.1 Accrued Taxes, Utility Operating Income</u>
	<u>236.11 Accrued Taxes, Taxes Other Than Income</u>
	<u>236.12 Accrued Taxes, Income Taxes</u>
	<u>236.2 Accrued Taxes, Other Income and Deductions</u>
237.	<u>Accrued Interest</u>
	<u>237.1 Accrued Interest on Long-Term Debt</u>
	<u>237.2 Accrued Interest on Other Liabilities</u>
238.	<u>Accrued Dividends</u>
239.	<u>Matured Long-Term Debt</u>
240.	<u>Matured Interest</u>
241.	<u>Miscellaneous Current and Accrued Liabilities</u>

Deferred Credits

251.	<u>Unamortized Premium On Debt</u>
252.	<u>Advances for Construction</u>
253.	<u>Other Deferred Credits</u>
	<u>253.1 Regulatory Liabilities</u>
	<u>253.2 Other Deferred Liabilities</u>

Deferred Credits (cont.)

255.	<u>Accumulated Deferred Investment Tax Credits</u>
	<u>255.1 Accumulated Deferred Investment Tax Credits, Utility Operations</u>
	<u>255.2 Accumulated Deferred Investment Tax Credits, Non-Utility Operations</u>

Operating Reserves

261.	<u>Property Insurance Reserve</u>
262.	<u>Injuries and Damages Reserve</u>
263.	<u>Pensions and Benefits Reserve</u>
265.	<u>Miscellaneous Operating Reserves</u>

Contributions in Aid of Construction

271.	<u>Contributions in Aid of Construction</u>
272.	<u>Accumulated Amortization of Contributions in Aid of Construction</u>

Accumulated Deferred Income Taxes

281.	<u>Accumulated Deferred Income Taxes – Accelerated Amortization</u>
282.	<u>Accumulated Deferred Income Taxes – Other Property</u>
283.	<u>Accumulated Deferred Income Taxes – Other</u>

Utility Plant

101. Utility Plant in Service

- A. This account is the control account for plant accounts 351 through 398.
- B. This account shall include the original cost of utility plant, included in the plant accounts prescribed herein and in similar accounts for other utility departments, owned and used by the utility in its utility operations, and having an expected life in service of more than one year from date of installation, including such property owned by the utility but held by nominees. Separate subaccounts shall be maintained hereunder for each utility department and/or division.

400.	Operating Revenues
401.	Operating Expenses
403.	Depreciation Expenses
406.	Amortization of Utility Plant Acquisition Adjustment
407.	Amortization Expense
	407.1 Amortization of Limited Term Plant
	407.2 Amortization of Property Losses
	407.3 Amortization of Other Utility Plant
	407.4 Amortization of Regulatory Assets
	407.5 Amortization of Regulatory Liabilities
408.	Taxes Other Than Income
	408.10 Utility Regulatory Assessment Fees
	408.11 Property Taxes
	408.12 Payroll Taxes
	408.13 Other Taxes and Licenses
	408.20 Taxes Other than Income, Other Income and Deductions
409.	Income Taxes
	409.10 Federal Income Taxes, Utility Operating Income
	409.11 State Income Taxes, Utility Operating Income
	409.12 Local Income Taxes, Utility Operating Income
	409.20 Income Taxes, Other Income and Deductions
	409.30 Income Taxes, Extraordinary Items
410.	Provision for Deferred Income Taxes
	410.10 Deferred Federal Income Taxes
	410.11 Deferred State Income Taxes
	410.12 Deferred Local Income Taxes
	410.20 Provisions for Deferred Income Taxes - Credit, Other Income and Deductions
411.	Provision for Deferred Income Taxes – Credit, Utility Operating Income
	411.10 Provision for Deferred Income Taxes – Credit, Utility Operating Income
	411.20 Provision for Deferred Income Taxes – Credit, Other Income and Deductions
412.	Investment Tax Credits
	412.10 Investment Tax Credits Deferred to Future Periods, Utility Operating Income

	<u>412.11 Investment Tax Credits Restored to Operating Income, Utility Operations</u>
	<u>412.20 Investment Tax Credits – Net, Nonutility Operations</u>
	<u>412.30 Investment Tax Credits Restored to Nonoperating Income, Utility Operations</u>
413.	<u>Income From Utility Plant Leased to Others</u>
414.	<u>Gains (Losses) from Disposition of Utility Property</u>

Exhibit 35

Financial Security

Letter of Credit

IRREVOCABLE LETTER OF CREDIT

Tennessee Public Utility Commission
502 Deaderick St
4th Floor
Nashville, Tennessee 37243-0505

REFERENCE: Name of company authorized by TPUC: **Edge Wastewater Utilities, LLC**
Company ID# as assigned by the TPUC: **129291**
Irrevocable Letter of Credit Number: **1160118679**
Effective Date: **July 6, 2026**
Expiration Date: **July 6, 2027**

Sir/Madam:

The **Edge Wastewater Utilities, LLC** (the "Company") hereby requests that **FirstBank** (the "Lender") establish an irrevocable letter of credit, which will remain available on behalf of the Company who is applying for or holds a Certificate of Public Convenience and Necessity ("CCN") to operate public wastewater utilities subject to the laws of the State of Tennessee and the rules and regulations of the Tennessee Public Utility Commission ("TPUC"). Under the provisions of Title 65, Chapter 4, Section 201(e) of the Tennessee Code Annotated, as amended from time to time, the Company is required to obtain a letter of credit to maintain a CCN and to ensure the proper operation and maintenance of the public utility or project.

The Company and Lender hereby establish this letter of credit for the benefit of the TENNESSEE PUBLIC UTILITY COMMISSION as the beneficiary, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 201(e) and Tenn. Comp. R. & Regs. 1220-4-13, in the full amount of **\$20,000.00** lawful money of the United States of America to be used to reduce any monetary amount imposed against the Company, its representatives, successors or assigns, in any proceeding brought under Title 65 of Tennessee Code Annotated by or on behalf of the TPUC, for which obligation we bind ourselves, our representatives, successors, and assigns, each jointly and severally, firmly and unequivocally by these presents.

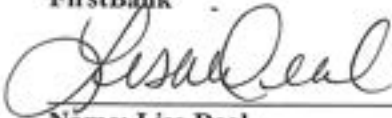
This letter of credit shall become effective on the **6th** day of **July, 2026**. The TPUC may draw upon this letter of credit, at any time and from time to time, by delivering a Letter of Credit Notice, substantially in the form set forth below (a "Notice"), which Notice shall specify the amount (the "Draw Amount") to be drawn and the bank account (the "Bank Account") to which the Draw Amount should be delivered and shall be signed by an official designated and duly authorized by the TPUC, to Lender at the address listed below, or to such other address as the Lender shall notify the TPUC in writing by certified mail. Promptly after the delivery of each Notice, the Lender hereby covenants and agrees to promptly deliver, by wire transfer of immediately available funds, the Draw Amount to the Bank Account.

This letter of credit is **intended to be renewed annually between Company and Lender**, without amendment for successive one-year periods. The Lender shall provide the TPUC at least a ninety (90) days written notice by certified mail in the event of a non-renewal or termination of this letter of credit, it being understood that the Lender shall not be relieved of liability that may have accrued under this letter of credit prior to the date of non-renewal or termination. The Lender hereby represents and warrants that it is qualified and authorized to issue this letter of credit and is a bank designated by the Treasurer of the State of Tennessee as an authorized depository bank for the deposit of state funds under Tenn. Code Ann. § 9-4-107. Except as otherwise expressly stated, this letter of credit is subject to the most recent edition of the Uniform Customs and Practice for Documentary Credits as published by the International Chamber of Commerce Publication.

THIS LETTER OF CREDIT IS ISSUED IN ACCORDANCE WITH THE TENNESSEE CODE ANNOTATED AS AMENDED FROM TIME TO TIME. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL.

Yours Very Truly,

FirstBank

A handwritten signature in cursive script, appearing to read "Lisa Deal", is written over a horizontal line.

Name: Lisa Deal

Title: VP Relationship Manager

Contact Information of Surety Agent

(Address, Telephone Number, and Email):

615 Memorial Blvd

Murfreesboro, TN 37129

615-907-5508

Lisa.deal@firstbankonline.com

LETTER OF CREDIT NOTICE

[Name of Lender]

[Address]

Re: Irrevocable Letter of Credit No. []

Dear Sir or Madam:

You are hereby notified, and the undersigned hereby certifies, that the undersigned is an official designated and duly authorized by the TPUC to deliver this notice and that a monetary amount of \$ (the "Draw Amount") has been imposed against [Applicant] its representatives, successors or assigns, in a proceeding brought under Title 65 of Tennessee Code Annotated by or on behalf of the TPUC.

Pursuant to that certain Irrevocable Letter of Credit referenced above, we hereby request that you deliver payment of the Draw Amount to the bank account listed below by wire transfer of immediately available funds:

Name of Bank Account: _____
Account Number: _____
ABA Routing Number: _____
Name of Contact: _____
Telephone Number: _____
Email Address: _____

Please confirm receipt of this Notice and the Federal Reserve wire confirmation number of the delivery of the Draw Amount by sending an email to the person at the number listed above.

Sincerely,

Tennessee Public Utility Commission

Name:

Title:

July 20, 2026

Electronically Filed in TPUC Docket
Room on July 20, 2026 at 2:24 p.m.

Honorable David Jones, Chairman
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

Re: **Edge Wastewater Utilities, LLC.**
Supplemental Information to Certificate of Convenience and
Necessity No. 26-00017

Dear Chairman Jones,

On March 2, 2026, Edge Wastewater Utilities, LLC. ("Petitioner") filed a request for a New Certificate of Convenience and Necessity for a project in Maury County, Tennessee, hereinafter referred to as the "Baker Farms Project" (the "Petition"). TPUC issued the Petition the docket number 26-00017. In accordance with a Request for Additional Information from Michelle Mairs, Audit and Compliance Director, dated July 15, 2026, Petitioner tenders the following information to clarify certain aspects of the Petition.

RQUEST: Section 18 – Treatment System Contractor & Construction Agreement

Per Commission Rule 1220-04-13-.17(2)(c)(4), petitions for a CCN must include proof that the contractor selected to install the proposed system holds a valid and current contractor's license with an adequate monetary limit. In response to a data request issued by Commission Staff, the Petitioner stated that it will subcontract the construction of the treatment facility and land application areas to A&R Excavating, LLC.

However, this proposed change does not resolve the issue because the prime contractor must have a valid and current contractor's license with an adequate monetary limit to cover the \$1,654,510 cost of constructing the project. Edge Wastewater, LLC, as the prime contractor, does not have a contractor's license that covers the cost of construction for this project.

Accordingly, please explain how the Petitioner and Developer intend to remedy this non-compliance with Commission Rules. In response to this matter, the Petitioner must provide sufficient documentation to demonstrate compliance with Commission Rule 1220-04-13-.17d(2)(c)(4).

EDGE WASTEWATER

RESPONSE: The Developer is executing an agreement with A&R Excavating LLC as the prime contractor for the construction of the treatment facility and land applications areas. The executed Construction Agreement will be submitted to TPUC as Supplemental Information by July 31, 2026.

Thank you for your consideration.

Sincerely,
Edge Wastewater Utilities, LLC.



R. Matthew Nicks,
President

July 31, 2026

Electronically Filed in TPUC Docket
Room on July 31, 2026 at 1:32 p.m.

Honorable David Jones, Chairman
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

Re: **Edge Wastewater Utilities, LLC.**
Supplemental Information to Certificate of Convenience and
Necessity No. 26-00017

Dear Chairman Jones,

On March 2, 2026, Edge Wastewater Utilities, LLC. ("Petitioner") filed a request for a New Certificate of Convenience and Necessity for a project in Maury County, Tennessee, hereinafter referred to as the "Baker Farms Project" (the "Petition"). TPUC issued the Petition the docket number 26-00017. In accordance with a Request for Additional Information from Michelle Mairs, Audit and Compliance Director, dated July 15, 2026, Petitioner tenders the following information to clarify certain aspects of the Petition.

REQUEST: Section 18 – Treatment System Contractor & Construction Agreement

Per our recent supplemental information submission dated July 20, 2026 concerning the Prime Contractor for the project, attached is the executed Agreement between the Developer and A&R Excavating LLC.

Thank you for your consideration.

Sincerely,
Edge Wastewater Utilities, LLC.



R. Matthew Nicks,
President

CONSTRUCTION - DESIGN / BUILD AGREEMENT

THIS DESIGN / BUILD AGREEMENT (this "Agreement") is made and entered into as of this 20th day of July 2026 (the "Effective Date"), by and between Carlton Baker/Paul Varney Construction, LLC a Tennessee Limited Liability Company ("Developer"), and A&R Excavating, LLC, a Tennessee Limited Liability Company ("Contractor").

RECITALS:

WHEREAS, Developer is the owner of a certain tract of real property (the "Property") consisting of approximately 184.18 acres of unimproved land, located at Carter's Creek Pike in Maury County, Tennessee, which Property is more particularly identified as Parcel Numbers 6.00 and 7.01 on Tax Map 23 recorded in the Maury County Register of Deeds Office and as identified on the Legal Description attached to this Agreement as **Exhibit A**, and depicted on the Site Map attached to this Agreement as **Exhibit B**;

WHEREAS, Developer desires and intends: (i) to Construct the Bakers Farm Treatment facility, and install the disposal system (the "System") on the Property (the development of the System, hereinafter, the "Project"), the location, configuration, scope, size and description of the System and Project are more particularly detailed and set forth on the Plans and Specifications dated November 19, 2025 as prepared by Site Engineering Consultants, Inc. (the "Plans") attached to this Agreement as Exhibit C; and (ii) to engage Contractor to provide to Developer certain design, engineering, construction, and development services (as more particularly described and identified in Section 1 below, the "Services") with respect to the Project; and

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

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

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of One Million Six Hundred Fifty Four Thousand Five Hundred Ten Dollars and No Cents (\$ 1,654,510.00), the foregoing, the terms, provisions, and conditions set forth below, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Contractor agree as follows:

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

- (i) the Plans; and
- (ii) Specifications (the Specifications”) and attached hereto as **Exhibit D**.

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

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

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

(e) No Liens Contractor shall complete the Work in accordance with the Plans and Specifications and provided that Developer has paid for the services as set forth in Section 2, the Work shall be free of any laborers’, materialmens’, mechanics’, or any other liens on any part of the Work and Contractor shall not permit any such lien to be filed or otherwise imposed on any part of the Work. In the event any such lien is filed against the Work, provided that Developer has paid for the services as set forth in Section 2, Contractor shall promptly cause such lien to be discharged or in lieu thereof file a bond or other security for the payment of such lien in form and amount satisfactory to Developer.

2) COMPENSATION.

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

- a) **Schedule of Payment.** Developer will pay Contractor according to the following schedule:
 - 15% Within 30 days of executing this Agreement
 - Monthly draws based upon percentage of completion in accordance with the Schedule of Values (**Exhibit E**).
 - Final payment due upon acceptance of the system from Edge Wastewater Utilities

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

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

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

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

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

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

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

9) **INDEMNIFICATION.**

- a) Developer shall indemnify, defend, and hold Contractor, its employees, officers, directors, and affiliates harmless from any loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Developer, its employees, officers, or directors in connection with the Contract or project.
- b) Contractor shall indemnify, defend, and hold Developer, its employees, officers, directors, and affiliates harmless from any loss, cost, expense, or damage claimed by third parties for property damage and/or bodily injury, including death, to the proportionate extent such loss, cost, expense, or damage arises from the negligence or willful misconduct of Contractor, its employees, officers, or directors in connection with the Contract or project.
- c) In addition to the above, Developer shall further indemnify and hold Contractor harmless of, from, against and in respect of:
 - i) Any tax lien, levy, assessment, payment, liability, penalty or other deficiency, whether disputed or not, suffered or incurred by Contractor as a result of or arising out of Developer's ownership of the Property;
 - ii) Any judgment, award, payment, settlement, cost or expense arising out of Developer's ownership of the Property, and rendered against or suffered or incurred by Contractor as a result of or with respect to any lawsuit or cause of action against or involving the Property;
 - iii) Any and all liabilities, whether disputed or not, suffered or incurred by Contractor as a result of or arising out of Developer's ownership of the Property; and/or
- d) The indemnifying party shall be responsible for any and all costs and expenses, including reasonable attorney's fees, arising in connection with any of the foregoing.
- e) The provisions of this section shall survive completion of the Project and/or expiration or termination of this Agreement.

10) **ENVIRONMENTAL INDEMNITY.** In addition to the above, Developer represents, warrants and covenants to, for and with Contractor that there are no Hazardous Materials which have been generated and disposed of by Developer or which have been generated and disposed of by Developer and have migrated to the Property (including the ground water thereon) from any adjacent real estate owned, leased, or otherwise controlled by Developer, (except for those Hazardous Materials which may be stored on or about the Property in accordance with the Applicable Environmental Laws), as such terms are defined in the Applicable Environmental Laws, or in any regulations promulgated pursuant thereto, (ii) there are no underground storage tanks which are owned or operated by Developer located in or about the Property, (iii) Developer has not received any notice and to the best knowledge of Developer no notice has been given to any party in the chain of title to the Property, by any person claiming any violation of, or requiring compliance with, any Applicable Environmental Laws, demanding payment or contribution for environmental damage; and (iv) to the best

knowledge of Developer no investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Materials located, on about or under all or a portion of the Property or contiguous or adjacent to the Property (provided that such contiguous or adjacent property is owned or controlled by Developer) is pending, or, to the knowledge of Developer, proposed, threatened or anticipated. To the extent that Developer breaches any of the aforementioned representations and Contractor is required by law to undertake any remedial or removal actions in connection therewith, as defined in the Applicable Environmental Laws, or to the extent that Contractor is otherwise liable to incur costs or may otherwise be held liable to any third party in connection with such breach or for any removal or remedial actions taken with respect thereto, then, within a reasonable period of time following receipt of notice thereof from Contractor, Developer shall indemnify Contractor and hold Contractor harmless from all liabilities, damages and costs incurred by Contractor with respect to such breach including, without limitation, all claims, liabilities, loss, costs or expenses arising from the incurrence of any penalties, charge or expenses with respect thereto in defending itself against any suit or action brought by such third party, and in paying or satisfying any judgment obtained by such third party against Contractor. The obligations of Developer under this section and the indemnity given hereunder shall survive the Closing.

11) **INSURANCE.** Contractor, at its sole cost and expense, shall secure and maintain such insurance as will protect Contractor from claims of negligence, bodily injury, death, or property damage which may arise from the performance of Services. Developer shall maintain at all times during the Project and keep in force for the mutual benefit of Developer and Contractor, commercial general liability insurance against claims for personal injury, death or property damage occurring in, on or about the Property and/or areas adjacent to the Property, to afford protection to the limit of not less than \$2,000,000 combined single limit, and such insurance shall name Contractor as an additional insured. Developer shall procure and maintain at all times during the Project, at its sole cost and expense, a builder's risk insurance policy covering the full value of the Work, including materials, equipment, and labor, against loss or damage caused by fire, theft, vandalism, and other risks typically covered under such policies. This insurance shall name the Contractor as an additional insured and shall remain in effect until final completion and acceptance of the Work. For all insurance required in this section, Developer shall be solely responsible for any deductibles under the policy. Developer shall provide Contractor with a certificate of insurance evidencing the required insurance coverages in this section prior to the commencement of the Work and shall ensure that the policies shall include a waiver of subrogation in favor of the Contractor.

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

13) **MATERIALS.** If the materials or equipment necessary for the Services and/or the Project to be completed in accordance with this Agreement shall become temporarily or permanently unavailable for reasons beyond the control of Contractor, then in the case of such temporary unavailability, the time for performance of the Services and/or completion of the Project shall be extended to the extent thereof, and, in the case of a permanent unavailability, Developer

shall have the right, in its sole discretion, either to terminate this Agreement or allow Contractor to proceed with the Services; provided, that if Developer elects to allow Contractor to proceed with the Services, Contractor (i) shall be excused from furnishing said materials or equipment, and (ii) shall be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.

14) MISCELLANEOUS.

- a) **Entire Agreement.** This Agreement shall constitute the entire contract between the parties and may not be modified except by an instrument in writing and signed by both of them.
- b) **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.
- c) **Notices.** Any notice, demand, waiver, or consent required or permitted hereunder shall be in writing and shall be given by hand delivery, national overnight courier service for delivery on the next business day, facsimile, telegram or prepaid registered or certified mail, with return receipt requested, addressed as follows:

If to Developer:

Carlton Baker
Paul Varney
Paul Varney Construction LLC
2460 Franklin Pike
Lewisburg, Tennessee 37091
931-286-1513
Varney64@gmail.com

If to Contractor:

Trevor W Acree
A&R Excavating LLC
601 Jordon Road
Lascassas, Tennessee 37085
931-306-3442
acreetrevor@gmail.com

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

- d) **Attorney's Fees.** In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to the relief granted, all costs incurred in enforcement of this Agreement, including but not limited to reasonable attorney's fee.
- e) **Section Headings.** The article or section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties.
- f) **Waivers.** Waiver by either party of any right for any default of the other party, including a waiver determined to occur as the result of an action or inaction, shall not constitute a waiver of any right for either a subsequent default of the same obligation or for any other default, past, prevent or future.
- g) **Partial Invalidity.** If any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each event the remainder of this Agreement or the application of such term, covenant or condition to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by Laws.
- h) **Survival of Representations and Warranties.** All warranties, representations, covenants, indemnities, and other agreements made in this Agreement shall survive completion of the Project and/or expiration or termination of this Agreement.
- i) **Time.** Time is of the essence with respect to every provision of this Agreement.
- j) **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.
- k) **Exhibits.** THE EXHIBITS TO THIS AGREEMENT ARE AN INTEGRAL PART HEREOF AND BY THIS REFERENCE ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN.

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

DEVELOPER:

Varney Construction LLC
a Tennessee Limited Liability Company

By: _____

Name: PAUL VARNEY

Title: Owner

CONTRACTOR:

A&R Excavating LLC
a Tennessee Limited Liability Company

By: Trevor W Acree
Name: Trevor W Acree
Title: Managing Member

CONFIDENTIAL Revised Exhibit 30

Pro-Forma

Projected Income Statement

Confidential treatment is warranted under

Tenn. Code Ann. 10-7-504(a)(4)

CONFIDENTIAL Exhibit 31a

Bank Statements of Edge Wastewater, LLC
FILED UNDER SEAL

Confidential treatment is warranted under
Tenn. Code Ann. 10-7-504(a)(4)

CONFIDENTIAL Exhibit 31b

Financial Statements of Edge Wastewater,
LLC FILED UNDER SEAL

Confidential treatment is warranted under
Tenn. Code Ann. 10-7-504(a)(4)

CONFIDENTIAL Exhibit 31c
2025 Form 1065 US Return of Partnership
Income of Edge Wastewater, LLC FILED
UNDER SEAL

Confidential treatment is warranted under
Tenn. Code Ann. 10-7-504(a)(4)

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

IN THE MATTER OF:)
Edge Wastewater Utilities LLC) DOCKET NO. 26-00017
)

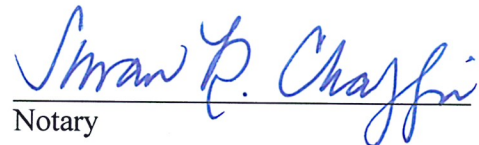
VERIFICATION

My name is Matthew Nicks and I affirm that all the information contained in the petition and in the testimony of Matthew Nicks filed in this Docket are true to the best of my knowledge and belief.


Matthew Nicks

County of Rutherford)
State of Tennessee)

On this 5th day of August 2026, personally appeared before me, Susan Chaffin, a notary public, the above-named Matthew Nicks, known to me personally who was duly sworn and on oath executed the above Affidavit.


Notary

My commission expires: 1/22/2030

