

**IN THE TENNESSEE PUBLIC UTILITY COMMISSION
AT NASHVILLE, TENNESSEE**

IN RE:)
)
PETITION OF ISHA FOUNDATION, INC.)
FOR DECLARATORY JUDGMENT) **DOCKET NO. 26-00034**
)
)

**CONSUMER ADVOCATE’S FIRST DISCOVERY REQUEST
TO ISHA FOUNDATION, INC.**

This First Discovery Request is hereby served upon the ISHA Foundation, Inc. (“ISHA”) by the Consumer Advocate Division of the Office of the Tennessee Attorney General (“Consumer Advocate” or “CAD”), pursuant to Rules 26, 33, 34 and 36 of the Tennessee Rules of Civil Procedure and Tenn. Comp. R. & Reg. 1220-1-2-.11. The Consumer Advocate requests that full and complete responses be provided pursuant to the Tennessee Rules of Civil Procedure. The responses are to be produced at the Office of the Tennessee Attorney General and Reporter, Consumer Advocate Division, 500 Dr. Martin L. King Jr. Blvd., Nashville, Tennessee 37243, c/o Shilina Brown, on or before 2:00 p.m. (CDT), June 22, 2026, as set forth in the proposed procedural schedule.

PRELIMINARY MATTERS AND DEFINITIONS

1. **Continuing Request.** These discovery requests are to be considered continuing in nature and are to be supplemented from time to time as information is received by the Producing Party and any of its affiliates which would make a prior response inaccurate, incomplete, or incorrect.

2. **Clear References.** To the extent that the data or information requested is incorporated or contained in a document, identify the document including page/line number if applicable.

3. **Format of Responses.** Provide all responses in the format in which they were created or maintained, for example, Microsoft Word or Microsoft Excel format with all cells and formulas intact and in working order. If a document (including without limitation a financial or other spreadsheet or work paper) is not created or maintained in Microsoft Excel format, convert the document to Microsoft Excel format or provide the document in a format that enables or permits functionality like or similar to Microsoft Excel (including without limitation the functionality of working cells and formulas), or provide the software program(s) that will enable the Consumer Advocate to analyze the data and information in the same manner as would be enabled or permitted if the document were provided in Microsoft Excel format.

4. **Objections.** If any objections to this discovery are raised based on privilege or immunity, include in your response a complete explanation concerning the privilege or immunity asserted. If you claim a document is privileged, identify the document, and state the basis for the privilege or immunity asserted. If you contend that you are entitled to refuse to fully answer any of the discovery, state the exact legal basis for each such refusal.

5. **Singular/Plural.** The singular includes the plural, and vice versa, where appropriate.

6. **Questions.** Any questions regarding this discovery request should be directed to the attorneys listed as issuing this Request.

7. **Definitions.** For the purposes of this Request, the following terms have the following meanings:

- (a) “You,” “Your,” “Company,” or “ISHA,” shall mean ISHA Foundation, Inc., including ISHA Yogi Golf, ISHA Institute for Inner-sciences and all employees, agents, attorneys, representatives, or any other person acting or purporting to act on its behalf.
- (b) “Affiliate” shall mean any entity who, directly or indirectly, is in control of, is controlled by, or is under common control with the Company. For greater clarification, “control” is the ownership of 20% or more of the shares of stock entitled to vote for the election of directors in the case of a corporation, or 20% or more of the equity interest in the case of any other type of entity, or status as a director or officer of a corporation or limited liability company, or status as a partner of a partnership, or status as an owner of a sole proprietorship, or any other arrangement whereby a person has the power to choose, direct, or manage the board of directors or equivalent governing body, officers, managers, employees, proxies, or agents of another person. In addition, the term “Affiliate” shall mean any entity that directly or indirectly provides management or operational services to the Company or any affiliate (as defined in the preceding sentence) of the Company, or to which the Company provides management or operational services. Further, the payment of money to the Company or receipt by the Company of money from an entity with which the Company has any relationship, other than such payment or receipt, shall include the payor or recipient of such money as an “Affiliate.”
- (c) “Communication” shall mean any transmission of information by oral, graphic, written, pictorial or otherwise perceptible means, including but not limited to personal conversations, telephone conversations, letters, memoranda, telegrams, electronic mail, newsletters, recorded or handwritten messages, meetings, and personal conversations, or otherwise.
- (d) “Document” shall have the broadest possible meaning under applicable law. “Document” shall mean any medium upon which intelligence or information can be recorded or retrieved, such as any written, printed, typed, drawn, filmed, taped, or recorded medium in any manner, however produced or reproduced, including but not limited to any writing, drawing, graph, chart, form, letter, note, report, electronic mail, memorandum (including memoranda, electronic mail, report, or note of a meeting or communication), work paper, spreadsheet, photograph, videotape, audio tape, computer disk or record, or any other data compilation in any form without limitation, which is in your possession, custody or control. If any such document was, but no longer is, in your possession, custody or control, state what disposition was made of the document and when it was made.

(e) “Person” shall mean any natural person, corporation, firm, company, proprietorship, partnership, business, unincorporated association, or other business or legal entity of any sort whatsoever.

(f) “Identify” with respect to:

- i. Any natural person, means to state the full name, telephone number, email address and the current or last known business address of the person (if no business address or email address is available provide any address known to you) and that person’s relationship, whether business, commercial, professional, or personal with you;
- ii. Any legal person, business entity or association, means to state the full name, the name of your contact person with the entity, all trade name(s), doing business as name(s), telephone number(s), email address(es), and current or last known business address of such person or entity (if no business address is available provide any address known to you);
- iii. Any document, means to state the type of document (e.g., letter), the title, identify the author, the subject matter, the date the document bears and the date it was written; and
- iv. Any oral communication, means to state the date when and the place where it was made, identify the person who made it, identify the person or persons who were present or who heard it, and the substance of it.

(g) “And” and “or” shall be construed conjunctively or disjunctively as necessary to make the discovery request inclusive rather than exclusive.

(h) “Including” shall be construed to mean including but not limited to.

FIRST SET OF DISCOVERY REQUESTS

1. Operations. Will ISHA be providing utility services to guests and/or residents in the ISHA Yogi Golf community? If so, what utility services will ISHA be providing?

RESPONSE: ISHA objects to this question because it is not relevant to this docket. ISHA has requested that the Commission issue a declaratory judgment holding, “ISHA is not required to obtain a certificate of convenience and necessity (“CCN”) in order to provide water service at no charge to residential

tenants living on the ISHA site and within the exclusive, water service area of the Warren County Utility District.” The provision of utility services other than water service to tenants living on the ISHA site is not relevant to this docket.

Without waiving that objection, electric service to the ISHA site is provided by Caney Fork Electric Cooperative and/or Sequachee Valley Electric Cooperative. Wastewater service is provided to the site by IRM Services. All water service is currently provided by the Warren County Utility District (WCUD”).

2. Operations. What utility services is ISHA currently providing to guests, students, employees, and residents (if any) at the ISHA Institute of Inner-Sciences in Warren County, Tennessee?

RESPONSE: See Response 1.

Operations. Will the water and wastewater services provided by ISHA be available for public use by patrons of ISHA Yogi Golf?

RESPONSE: ISHA objects to this question because the meaning of “patrons” is ambiguous.

Without waiving that objection, ISHA will not be providing wastewater service. The water service at issue in this docket will only come from wells on the ISHA site. That water will only be used by tenants living in the Yogi Golf development and for incidental, internal use by ISHA.

3. Operations. What services or events are open to the public hosted by ISHA on its property? This includes the public who pay a registration fee or other fee to access the services or events hosted by ISHA on its property.

RESPONSE: ISHA objects to this question for the reasons stated in Response 1.

Without waiving that objection, ISHA has events that are open to the public to introduce people to the services that ISHA has to offer.

4. Operations. Is the ISHA Institute currently expanding and developing the necessary amenities for a city?

RESPONSE: No.

5. Operations. Who will operate the utility services that ISHA provides to guests and residents?

RESPONSE: See objections in Response 1 and Response 17. Without waiving those objections, ISHA will use a licensed Tennessee operator as required by TDEC to provide well water to tenants of the Yogi Golf development.

6. Operations. Will ISHA use third party operators to maintain and operate the utility services that ISHA provides to guests and residents? If yes, provide a copy of the agreement with the third-party operators.

RESPONSE: See objection in Response 1 regarding utilities other than water service. Without waiving that objection, see attached Exhibit A, a contract with IRM for wastewater services.

7. Operations. Will the water services provided by ISHA to Lessees of the 102 home sites in the ISHA Yogi Golf community be metered?

RESPONSE: No.

8. Operations. If water service is not metered to the Lessees, will the water services provided to the Lessees be billed at a flat rate per home or per bedroom?

RESPONSE: No. There will be no charge for water.

9. Operations. Will the water services provided by ISHA to Lessees of the ISHA Yogi Golf be metered?

RESPONSE: No.

10. Ownership. Describe all entities affiliated with ISHA and describe the ownership structure.

RESPONSE: ISHA objects to this question for the reasons stated in Response 1 and Response 17.

Without waiving those objections, there is one affiliated entity, September Bloom, Inc., that is a wholly owned subsidiary of ISHA and was created to handle construction and development on the ISHA site.

11. Ownership. Identify all persons or entities holding a direct or indirect ownership interest in ISHA.

RESPONSE: ISHA objects to this question for the reasons stated in Response 1 and Response 17. Without waiving those objections, ISHA Foundation, Inc., is a 501 (c) (3) charitable entity. No person or entity has a direct or indirect ownership interest in the Foundation.

ISHA's charitable purpose is to make available established tools for human wellbeing— physical, mental, and spiritual— to anyone who seeks them, without distinction of background, religion, or nationality. Founded in 1992 and operating across more than 100 countries, ISHA holds Special Consultative Status with the United Nations Economic and Social Council (granted in 2007). Its humanitarian work spans health, the environment, and education. In mental health, ISHA offers free, clinically studied programs — including the Miracle of Mind meditation app, which has surpassed 3 million downloads worldwide, and Inner Engineering for Veterans, dedicated free programming for active-duty military and veterans addressing trauma and PTSD; these practices are supported by peer-reviewed research at Harvard, Rutgers, and the University of Illinois. In the environment, ISHA's Save Soil movement has reached an estimated 4.1 billion people across 80 countries and is recognized by all 193 UN member nations, and its Cauvery Calling initiative has planted more than 134 million trees and transitioned over 259,000 farmers to tree-based agriculture. In education, Isha Vidhya schools have served more than 9,000 students since 1997 — 60% on full scholarship and nearly half girls — and its Gramotsavam rural-sports program, recognized with India's National Sports Promotion Award and partnered with UNICEF, has engaged more than 263,000 participants across 35,000 villages. In Tennessee, ISHA

carries out that purpose at the Isha Institute of Inner-Sciences in Warren County, where it conducts educational and wellness programs and maintains the residential and community facilities that support the individuals who come to participate.

Agreements. Identify and describe all agreements between ISHA and any affiliated and non-affiliated entity concerning the provision of utility services. Provide copies of all such agreements.

RESPONSE: See Response 6.

12. Assets. Identify any utility assets owned, leased or operated by ISHA.

RESPONSE: See objections stated in Response 1 and Response 17. In regard to water service, ISHA also objects because the meaning of “utility assets” is not clear. Without waiving those objections, ISHA states that, if “utility assets” refers to assets typically owned by a public utility providing water service, ie., treatment facilities, transmission lines, meters and pumps, ISHA does not own, lease or operate any utility assets.

13. Construction. How many phases of construction are planned for ISHA Yogi Golf? What is the current phase of construction for ISHA Yogi Golf?

RESPONSE: ISHA objects for the reasons explained in Response 17. Without waiving that objection, the golf course and streets in the Yogi Golf development are currently under construction, nothing else.

14. Electricity. Provide the name of the electricity provider for residents of ISHA Yogi Golf community. Will residents of ISHA Yogi Golf community be billed for electricity? If so, how? Will each residence have an electric meter?

RESPONSE: See Response 1.

15. Electricity. Provide all written communication between representatives of ISHA and Warren County Utility District (“WCUD”) in which WCUD has indicated it cannot provide electric service to ISHA.

RESPONSE: See Response 1.

16. WCUD. Is the WCUD able to provide and serve water services to any portion of Isha’s 40,000-acre property in Tennessee? If so, identify in detail what areas of ISHA’s property the WCUD currently serves and provides water services. Provide a map of the ISHA property and areas clearly marked and identified.

RESPONSE: All water service currently provided to the ISHA site is provided by WCUD. Note that the ISHA site is 17,000 acres.

17. WCUD. In communications with WCUD, to what extent did WCUD indicate how much infrastructure (system, pipes, how many miles of pipe, pumps, etc.) would be necessary to serve the Isha Yogi Golf project? What is the estimate of the cost? Provide all supporting documentation of the estimate of costs.

RESPONSE: See the objection noted in Response 1.

ISHA also objects to this question for the following reason.

Issues such as ISHA’s need for additional water service and whether or not ISHA can reasonably obtain that service from WCUD or, in the alternative, has the technical, managerial and financial qualifications to obtain a CCN to provide that additional service will come before the Commission only if and when each of the following steps has occurred: 1. the Warren County mayor or a court finds that WCUD no longer has an exclusive service territory; 2. the Commission rules that ISHA, although a landlord providing water at no charge to tenants, is required to obtain a CCN to provide service to tenants living in the Yogi Golf development; and 3. ISHA files a CCN application at the Commission. None of that has happened. Therefore, questions such as this one about the cost to ISHA of obtaining service from WCUD to serve the Yogi Golf development are irrelevant to this proceeding.

To reiterate, the Petition asks that the Commission declare that the agency has no authority at this time to regulate the provision of water service within the exclusive service area of WCUD and, therefore, no authority to require ISHA to obtain a CCN to serve that area. This discovery question and others like it are therefore irrelevant.

Without waiving the objection, see the March 3, 2025, letter from the WCUD manager in Docket 25-00018. See also Exhibit B for additional communications from WCUD concerning the provision of additional water service.

Finally, to the extent the Consumer Advocate or the Commission needs information from WCUD about its provision of water service to the ISHA site, those questions should be asked of WCUD.

18. WCUD. In communications with WCUD, did WCUD provide a financial estimate to ISHA about the amount needed to be invested by ISHA or WCUD to develop the infrastructure at ISHA to serve the Isha Yogi Golf community or other development on ISHA's 40,000-acre site? What is the financial estimate? Provide all supporting documentation to the financial estimate.

RESPONSE: See Response 17 and Exhibit B.

19. WCUD. Provide copies of all written communication between representatives of WCUD and representatives of ISHA in which WCUD indicates it could not and/or would not provide water service to ISHA Yogi Golf or any other ISHA development.

RESPONSE: See Response 17 and Exhibit B.

20. WCUD. The *Petition* at page 2 states that the WCUD would oppose a request or not respond to a request by ISHA that was made to the "relevant county executives" asking to amend the exclusive service area of the WCUD. Provide all written communications that indicate this is the position of the WCUD or any county executive.

RESPONSE: This was communicated verbally to counsel for ISHA. This question should be asked of WCUD.

21. WCUD. Provide copies of all written communication between representatives of WCUD and representatives of ISHA in which WCUD has offered to provide water service to the ISHA Yogi Golf community, including any limitations and conditions.

RESPONSE: See Response 17 and Exhibit B.

22. WCUD. Provide the case law, statute, rule or other legal authority supporting the premise stated by ISHA that it is necessary for the WCUD to issue a ruling that the public need for water service requires another provider.

RESPONSE: ISHA objects to this question because it calls for a legal opinion. Without waiving that objection, see the cases cited and discussed in (and appended to) the Petition. Note that it is the county executive, not WCUD, that must make such a finding before the Commission would have any authority to regulate the provision of water service within the exclusive service area of WCUD. There are numerous Tennessee cases so holding, as noted in the Petition, and no Tennessee cases, to counsel's knowledge, holding otherwise.

23. WCUD. Has ISHA received any written communication from WCUD, local government(s) and public water and wastewater utilities in or near the proposed service area stating that they are unable to provide water or wastewater services to the proposed service area and/or that they are unable or unwilling to provide water or wastewater service to the proposed service area within the prior twelve (12) months? Provide copies of all such communications.

RESPONSE: See Response 17 and Exhibit B.

24. WCUD. Has ISHA had any verbal discussions and/or any communications with the WCUD concerning ISHA's intent to provide wastewater service to the proposed service area? If so, provide the contents and details of such verbal discussions or communications. Provide copies of all such written communications.

RESPONSE: No. WCUD is not a wastewater company.

25. Advertising/Marketing. Has ISHA advertised or marketed the ISHA Yogi Golf community development? If so, identify in what media form(s). Provide all copies of advertisements, mailers or links to video recordings of all such advertising and/or marketing.

RESPONSE: See Exhibit C.

26. Lot Lease. Refer to the *Petition of ISHA Foundation, Inc. for Declaratory Order*, Exhibit A, Q7. Provide the details of the 99-year lot lease that ISHA anticipates entering with Lessees. Provide a copy of the lease(s).

RESPONSE: No such lease exists. ISHA intention is to draft a lease that is consistent with the Commission's decision in this docket.

27. Lot Lease. Has ISHA drafted the lot lease for the ISHA Yogi Golf homeowners? Provide a copy of the draft lease ISHA intends to use for leasing the 102 lots in the ISHA Yogi Golf community.

RESPONSE: See Response 26.

28. Lot Lease. In prior lot lease agreements used by ISHA, has ISHA included in the lease agreement that the Lessee is responsible for payment of all utilities? Provide a copy of all such a lease(s).

RESPONSE: No. There are no leases that address this issue.

29. Lot Lease. Provide an example of the lot lease agreement that ISHA Yogi Golf intends to use for the 99-year lease.

RESPONSE: See Response 26.

30. Lot Lease. Provide a detailed explanation of how ISHA intends to recoup the expenses for providing water and wastewater utilities provided to the Lessees of the 102 single family lots at ISHA Yogi Golf.

RESPONSE: The expense of providing water to the tenants will be absorbed by ISHA. See Response 1 regarding wastewater service.

31. Lot Lease. Will the cost of utilities be imbedding in the lease fee?
- a) Will the Lessee pay the tap fees and other initial fees to be connected to utility services provided by ISHA?
 - b) If not, who will pay the tap fees and other initial connections fees for individual lot Lessees?

RESPONSE: There will be no charge for water provided to tenants living in the Yogi Golf development. The expense of providing water to the tenants will be absorbed by ISHA.

33. Lot Lease. Will ISHA be passing on the cost of connection and other initial fees to Lessees through an initial fee or monthly lease charges? If not, who will be responsible for the expense of ISHA providing utility services to lot Lessees and homeowners?

RESPONSE: See Response 1 regarding services other than water. Regarding water, see Response 31.

34. Lot Lease. Describe in detail how ISHA will recoup the cost of providing utility services to Lessees.

RESPONSE: Regarding other utility services, see Response 1. Regarding water service, see Response 31.

35. Lot Lease. Does ISHA or the ISHA Yogi Golf HOA intend to provide utilities without any charge to Lessees or homeowners?
- (a) If not, who will pay for utility services?
 - (b) How will the ISHA Yogi Golf HOA be reimbursed for utility services?

RESPONSE: See Response 1 concerning utilities other than water. Regarding water service, see Response 31.

36. Lot Lease. If ISHA Yogi Golf charges Lessee's for utility services, what will be the basis for the charges?
- a) By usage?
 - b) By number of rooms?
 - c) Flat lot fee?

RESPONSE: See Response 31.

Expenses. Provide an explanation of the estimated expenses that ISHA may incur to comply with TDEC drinking water regulations.

RESPONSE: See the objections stated in Response 17. Without waiving that objection, the cost will depend on the costs of extracting and treating the well water, building and operating a distribution system and hiring a licensed water operator all in accordance with TDEC's rules. At this time, ISHA does not have an estimate of those expenses. See also the estimates shown in Exhibit B.

37. WCUD Exclusive Rights. If ISHA provides or is providing water service to Lessees on leased lots within the exclusive water service area of the WCUD, does WCUD no longer have the exclusive statutory right to provide service through laches or by its inability to provide services to ISHA in other portions of its service area?

RESPONSE: ISHA objects to this question because it calls for a legal conclusion. Without waiving that objection, ISHA's use of its own well water to provide water for use on the ISHA site will not have any effect on WCUD's statutory right to be the exclusive provider water service to the public within WCUD's service area. For example, a customer with a well on his property may use water from the well for the customer's own purposes. See Water Rights in Tennessee, 27 TENN. L. REV. 557 (1960).

38. WCUD Exclusive Rights. Has the WCUD sought to exclude serving ISHA Yogi Golf or any other ISHA development? If so, provide further explanation of the action WCUD has taken to preserve its exclusive right to serve the ISHA 40,000-acre property.

RESPONSE: See Response 17 and Exhibit B regarding communications with WCUD. Note that the ISHA property is 17,000 acres.

39. WCUD. What are the financial conditions, financial commitments or other conditions proposed by the WCUD for it to provide services to the proposed ISHA Yogi Golf project? Provide all supporting documentation reflecting the financial conditions and financial commitments with WCUD?

RESPONSE: See Response 17.

40. WCUD. If the WCUD has provided permission for ISHA to provide water service to the Isha Yogi Golf project, provide the details of any oral or written communications or documents memorializing the permission that the WCUD has granted to serve this area.

RESPONSE: See Response 17, Response 37 and Exhibit B.

41. WCUD. If the WCUD has provided permission for ISHA to provide water service to the ISHA Yogi Golf project, describe the extent and limits, including geographical limits, of the permission granted. Provide documentation of the permission granted.

RESPONSE: See Response 17. Without waiving those objections, see Response 37 regarding the use of well water by the property owner in Tennessee. The General Manager of WCUD has orally informed counsel for ISHA that if ISHA uses well water to provide water on the ISHA site, the well water system must be operated separately from---and not be connected to---the WCUD network. ISHA intends to comply with that requirement.

42. Public Utility. In the Testimony of Dr. Usha Doshi, accompanying the *Petition*, Dr. Doshi makes the statement that the water provided to tenants will be at no extra charge and that ISHA will not be a public utility service. Provide an explanation of what Dr. Doshi defines as a “public utility service.”

RESPONSE: ISHA objects because this question calls for a legal conclusion. Without waiving that objection, Dr. Doshi reference to “public utility service” is describing a service that is provided by a “public utility” as defined by Tennessee common and statutory law.

43. Public Utility. In Tenn. R & Regs. 1220-04-03-.03, public utility is defined as any person, partnership, corporation, company, association, or two (2) or more persons having a joint or common interest who owns, operates, or manages any facility used for or in connection with the diverting, developing, pumping, impounding, treating, distributing or furnishing of water to or for the public for compensation within the state. Explain how ISHA does not fall squarely within the definition of a public utility.

RESPONSE: ISHA objects because this question calls for a legal conclusion. Without waiving that objection, the Commission rule refers to a public utility that is subject to the jurisdiction of the Tennessee Commission. Under Tennessee law, the Commission has no jurisdiction over the provision of water service within the exclusive service area of a utility district. Even if the ISHA site were not within the exclusive service area of WCUD, the Commission has consistently declined to regulate a landlord’s supplying of water to a tenant at no charge. See the Commission Staff report appended to the *Petition*. Since the rule defines a water utility as a utility that provides service to customers “for compensation,” the rule is consistent with the Commission’s long-standing policy.

44. Compliance Issues. Does ISHA have any pending compliance issues with the Tennessee Department of Environment & Conservation (“TDEC”)?

RESPONSE: See Response 17. Without waiving those objections, ISHA has addressed a notice of violation from TDEC relating to the building of the golf course by providing a CAP (corrective action plan) that has been approved by TDEC. This matter is in the process of being resolved. See Exhibit D for all documents related to TDEC enforcement proceedings.

45. TDEC Enforcement Actions. Has the TDEC issued any Notices of Violation (“NOV”) against ISHA? If so, provide a copy of the NOV.

RESPONSE: See Response 17. Without waiving those objections, see Response 44 and Exhibit D. ISHA has committed to complying with the Commissioner’s order. Another pending notice is being actively worked on toward a resolution satisfactory to TDEC.

46. TDEC Enforcement Actions. Has TDEC issued any administrative enforcement order (e.g. Director’s Order or Commissioner’s Order) against ISHA? If so, provide a copy or copies of the administrative enforcement order(s).

RESPONSE: See Response 17. Without waiving those objections, see Response 44, Response 45 and Exhibit D.

47. TDEC Enforcement Actions. Has TDEC filed a judicial enforcement action (i.e. Chancery Court petition) against ISHA? If so, provide all details, including, but not limited to, the name and docket number of the court of the agency where such action(s) was filed or are pending and provide orders for each enforcement action against ISHA by TDEC.

RESPONSE: See Response 17. Without waiving those objections, all such information is attached in Exhibit D.

48. TDEC Enforcement Actions. Provide all amounts of penalties assessed against ISHA for environmental enforcement violations, including whether the enforcement actions have been resolved and whether penalties have been satisfied with TDEC.

RESPONSE: See Response 17. Without waiving those objections, ISHA has informed its attorney to inform TDEC and the AG's office to comply with the order. The amount to be paid is \$37,827.30.

49. TDEC Enforcement Actions. Provide a list of any resolved environmental compliance issues ISHA has for violations cited by TDEC, including any unpaid penalties owed to TDEC? Include any matters with TDEC that are in the appeal process.

RESPONSE: See Response 17. Without waiving those objections, see Responses 44-48 and Exhibit D.

50. Lawsuits. Does ISHA have any pending lawsuits? If so, provide the details of each lawsuit filed in the State of Tennessee against, or by ISHA.

RESPONSE: ISHA objects to the question because it asks for information which is irrelevant to this docket as explained in Response 17.

Without waiving the objection, ISHA is currently involved in a lawsuit with a former volunteer staff member who is alleged, among other things, to have violated his contract with ISHA by buying and trying to buy land near the ISHA site in the hope of selling it to ISHA at a profit. The case has nothing to do with any issue in this docket. There are no other pending cases.

51. Public Utility. Has ISHA been deemed to be a public utility in any other proceeding before the Tennessee Public Utility Commission? If so, provide the name of the docket and the docket number of the proceeding(s).

RESPONSE: ISHA has been before the Commission in three prior dockets as described in the Petition. The decisions in those cases speak for themselves.

52. Jurisdictional Treatment. Provide copies of all case law, statutes and regulatory commission orders stating that ISHA is not required to obtain a certificate of convenience and necessity (“CCN”) if it is providing water services free of charge to visitors, guests and residential owners on the ISHA Golf community site.

RESPONSE: ISHA objects to the question because it calls for a legal conclusion. Without waiving that objection, see the court cases, Commission rulings and Staff reports described in and appended to the Petition.

REQUEST FOR ADMISSIONS

53. Admit or Deny that the proposed ISHA Yogi Golf project is located within the service territory of WCUD. If you deny this statement, provide the factual basis for doing so.

RESPONSE: Admit.

54. Admit or Deny that the WCUD has indicated to ISHA that WCUD cannot, under any circumstances, provide water service to the proposed ISHA Yogi Golf. If you deny this statement, provide the factual basis for doing so.

RESPONSE: See Response 17 and Exhibit B.

55. Admit or Deny that the WCUD is willing, under specific conditions and/or financial commitments, to provide water service to the proposed ISHA Yogi Golf. If you deny this statement, provide the factual basis for doing so.

RESPONSE: See Response 17 and Exhibit B.

56. Admit or Deny that the proposed water source for the ISHA Yogi Golf project currently has levels of manganese beyond 0.05mg/L. If you deny this statement, provide the factual basis for doing so.

RESPONSE: See Response 17. Without waiving the objection, ISHA admits as to some wells on the site.

57. Admit or Deny that the proposed water source for ISHA Yogi Golf requires manganese removal to achieve and maintain a 0.05mg/L manganese level. If you deny this statement, provide the factual basis for doing so.

RESPONSE: See Response 17. Without waiving the objection, ISHA admits as to some wells on the site.

58. Admit or Deny that, at present, the Tennessee Department of Environment and Conservation (“TDEC”) has not approved a pilot study plan for the proposed water source. If you deny this statement, provide the factual basis for doing so.

RESPONSE: See Response 17. Without waiving the objection, ISHA admits that its engineers are currently drafting a proposal to submit to TDEC.

59. Admit or deny that in Tennessee a utility district may possess exclusive service rights, but in Tennessee those rights are not absolute. If you deny this statement, provide the factual basis for doing so.

RESPONSE: ISHA objects because this question calls for a legal conclusion. Without waiving the objection, there are numerous court decisions cited in the Petition holding that the Commission has no authority to regulate the provision of water service within the exclusive service area of a utility district. The Commission may act only if there has already been a determination by the Warren County Mayor that another provider is needed or—as occurred in one case--- an order of a court that the utility district no longer has the exclusive right to serve that area. No such order has been made or requested in this case. Therefore, the Commission has no authority to rule on the adequacy of WCUD’s service, no authority to issue ISHA a CCN to provide service within

WCUD's service area, and no authority to require ISHA to obtain a CCN to provide service within that area. To counsel's knowledge, there are no cases holding otherwise.

60. Admit or deny that Tennessee law expressly contemplates challenges based upon a district's ability to serve. *See* Tenn. Code Ann. § 7-82-301(1)(B). If you deny this statement, provide the factual basis for doing so.

RESPONSE: See Response 59. Any such challenge made pursuant to that statute must be made to the county executive, not the Commission. Unless and until the county executive or a court rules that WCUD no longer has an exclusive service area, the Commission has no authority to regulate the provision of water service to the ISHA site and therefore no authority to require ISHA to obtain a CCN to serve that area. Counsel is aware of no cases holding otherwise.

RESPONSE: See Response 59. Any such challenge made pursuant to that statute must be made to the county executive, not the Commission. Unless and until the county executive or a court rules that WCUD no longer has an exclusive service area, the Commission has no authority to regulate the provision of water service to the ISHA site and therefore no authority to require ISHA to obtain a CCN to serve that area. Counsel is aware of no cases holding otherwise.

The information provided is true and correct to the best of my knowledge

Name: USHA DOSHI

Usha Doshi

Date: 6/22/2026

Title: President of Isha Foundation Inc



James Howell Broome

EXHIBIT A

SUBCONTRACTOR'S AGREEMENT

This SUBCONTRACTOR'S AGREEMENT ("Subcontract"), made on February, 14th 2024, is by and between the Contractor and Subcontractor identified below.

	Contractor	Subcontractor
Name*	ISHA Foundation	IRM-C&C Company
Address		P.O. 71526 Knoxville, TN 37938
Representative(s)		Jeffrey W. (Bill) Cox, Jr.
License		0535196
Fed. Tax ID		FEIN: 77-0673405
Phone		865-674-0828
Facsimile		N/A Mobile: 865-712-4307
e-mail		IRMUtility@gmail.com

**Indicate if an individual or business entity (e.g., corporation, limited liability company, partnership, joint venture, etc...)*

Jobsite		
Address of the Jobsite		
Legal Description of the Jobsite		
	Owner	Architect/Engineer
Name		
Address		
Contractor has entered into a contract ("Prime Contract") with the Owner to provide labor, material, and equipment and perform all work necessary to complete the residence, structure, or improvements on the Jobsite as described in the drawings and specifications signed by both Owner and Contractor (the "Project").		
Description of Work		

Subcontractor shall provide all labor, material, equipment, and work necessary to complete the portion of the Project described as follows in strict compliance with this Subcontract: (the "Work").

-Sewer Service Agreement-

GENERAL:

The purpose of this "Work" is to Provide Routine Maintenance for the Subsurface Wastewater Disposal System and Lift/Pump Stations for ISHA-Campus & Studio Apartments, and to provide "On-Call" Service.

QUALIFICATIONS:

- Approved Low Pressure Pipe System Installer as per The Tennessee Department of Environment and Conservation,
- Certified Wastewater Operator,
- Certified Collection System Operators,
- Approved Alternate Treatment System Operators, and
- Workmans Compensation and Insurance Certificates Available.

Scope of the Work: ROUTINE MAINTENANCE of On-Site Wastewater Systems for Campus & Studio Apartments

1. The monthly fee will be a fixed \$485.00 per month, for Routine Maintenance (may be paid quarterly or other schedule),

2. Other licensed repair companies may perform work as needed or ordered by Contractor

3. A one-year (1) commitment is made by the Contractor upon date above and is renewable at expiration.

4. On-Call Service for Emergency Work will be billed separately based upon rate schedule; Attached

Studios - Main Sewer System (Bioclere & Tank Farm) and Drip Fields will be checked and serviced every month for:

- Pump and Panel Function,
- "Draw Down" Checks on Pumps - Cleaning and Removing Debris from pump screen if required
- Checking Controller Timing, Pump counts and run-time, and
- Drip Field Beds; Check for leaks and proper disposal function.
- Quarterly Monitoring for Treatment Plant Billed Separately
- On Call Service Billed Separately

Campus Quarterly Checks for Pumps, Panels, Filters, Disposal Beds:

- Quarterly Checks of All ISHA Campus Septic Systems including:
- Clean all pump filtration units,
- Pump Drawdown Tests, Walk & Check Disposal Beds,
- Maintenance Reports will be Available Upon Request,
- On Call Service - Billed Separately

The Work is based upon the following drawings and specifications or other documents: N/A

With the following specific additions or deletions:

NON-ROUTINE MAINTENANCE NOT INCLUDED

1- No pumping costs of septic or pump tanks are included.

2- The requirement of snaking or collection line clearing is considered Non-routine Maintenance.

3- Any act of God including but not limited to events such as flooding, lightning strikes, soil slippage or soil subsidence, etc. is not included in Routine Maintenance.

4- IRM-C&C Company is NOT Responsible and held harmless from any internal back-up damage in the buildings.

NON ROUTINE MAINTENANCE "ALARM CALLS" WILL BE PERFORMED AND BILLED SEPERATELY ON AN HOURLY BASIS- MATERIALS USED WILL BE ADDED TO BILL

Subcontractor shall apply for and obtain the following permits and regulatory approvals from the local municipal/county government, the cost thereof shall be included as part of the Work: N/A

Contractor shall obtain apply for and obtain any permits necessary for the Project and the Work not listed above.

Time and Scheduling Work	
Estimated Start Date: Upon Execution and Initial Payment Estimated Date of Substantial Completion of the Work: N/A	
Subcontractor shall not deliver any materials to the Jobsite or commence work until notified to do so by Contractor. Working days are defined as Monday through Friday, holidays excluded.	
Subcontract Price	
Contractor shall pay Subcontractor the following amount: <input checked="" type="checkbox"/> The fixed-price of Four-Hundred Eighty Five Dollars (\$485.00/month) subject to any Change Orders. <input checked="" type="checkbox"/> Time and material rates and prices in accordance with the Schedule of Labor and Materials attached as an Exhibit to this Subcontract subject to any Change Orders.	
Any amounts not paid when due shall bear interest at the rate of 1 ½ % per month until paid.	
Schedule of Payments	
Contractor shall Pay Subcontractor according to the following schedule: As deccribed above.	
<input type="checkbox"/> Subcontractor shall submit an application for each Progress Payment no later than <u>N/A</u> * " <u>Due on Receipt</u> " of <u>Invoice 15</u> days following the end of each payment period. Such applications shall be itemized and supported by substantiating receipts and other records.	
List of Exhibits	
1. Itemized "Hourly Schedule" of cost attached.	4.
2.	5.
3.	6.

Such Exhibits are made part of this Subcontract whether or not attached.

Sole Agreement: As of the date entered above, this Subcontract, including the Terms and Conditions, constitutes the entire agreement between the parties pertaining to the Work. No other agreement or understanding, oral or written, expressed or implied, exists between the parties pertaining to the Work. This Contract may only be modified only by a written agreement signed by both parties.

Each party has caused this Subcontract to be executed by its authorized representative to be effective as of the date indicated above.

Contractor	Subcontractor
By: _____	By: _____
Name (printed) _____	Name (printed) _____
Title (printed) _____	Title (printed) _____

TERMS AND CONDITIONS

1. Delay in Commencing the Work: If Subcontractor is not called upon to commence work within four (4) months from the Estimated Start Date, Subcontractor may elect at Subcontractor's sole discretion, to refuse to perform under this Subcontract. Subcontractor shall make such election by delivering written notice of intent to cease performance to the Contractor's representative. If Contractor can demonstrate that such delay was due to actions taken by Owner; acts of God; fire, explosions, casualty losses, strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement, or removal; or acts of government body ("Excusable Event"), Contractor shall notify Subcontractor of the Excusable Event in writing within seven (7) days of receipt of Subcontractor's notice to cease performance, and Contractor shall have a reasonable extension of time. If Contractor does not demonstrate that the delay was caused by an Excusable Event within the seven (7) day period, Subcontractor is relieved of all responsibility to perform under this Subcontract and shall be held harmless by Contractor of any liability associated with Subcontractor's refusal to perform. Immediately following the above mentioned seven (7) day period, where such delay was not caused by an Excusable Event, Contractor will immediately pay Subcontractor: (1) for any materials and equipment it purchased in anticipation of performing the Work that Subcontractor can document and support with receipts and other records, plus a 10% handling fee, and Subcontractor shall deliver to Contractor the above mentioned materials and equipment in good condition; and (2) liquidated damages in the sum of 10% of Subcontractor's anticipated profits.

2. Asbestos and Hazardous Materials. The disturbance, removal, or abatement of asbestos or other hazardous materials is not provided for by the terms of this Subcontract, and in the event that asbestos or other hazardous material is encountered or disturbed in order to complete the Work, it will be treated as Extra Work under Paragraph 12 of this Subcontract. Subcontractor may stop work upon discovering asbestos or other hazardous material, until the terms of the Extra Work are negotiated. Subcontractor, at Subcontractor's sole option, can require Owner or Contractor to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the Jobsite.

3. Arbitration, Validity, and Damages. Any controversy or claim arising out of or related to this Subcontract, or the breach thereof, shall be settled in the county where the Jobsite is located by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered

by the Arbitrator(s) may be entered in any court having jurisdiction thereof. However, a party may bring a claim under the jurisdiction of the small claims court without waiving the right to arbitrate, and if a counterclaim in excess of the jurisdiction of the Small Claims Court is filed in the Municipal or Superior Court, then the party filing in the Small Claims Court may demand arbitration pursuant to this Paragraph 3 of this Subcontract in lieu of litigating in the Municipal or Superior Court.

4. Reservation of Rights of Dispute. In the event that the Subcontractor is required to, or deems it appropriate to proceed with and complete any work which is the subject of a dispute between the Contractor and the Subcontractor as to whether such work should be classified as an Incidental Change or Extra Work, Subcontractor may, if it deems it appropriate, but is not required to, proceed with such work, and thereafter or contemporaneously, file for arbitration as provided in this Paragraph 3 of this Subcontract, to determine whether such work is in fact an Incidental Change or Extra Work (including payment terms for such Extra Work) without waiving any said rights.

5. Attorneys' Fees. If any party to this Subcontract brings a cause of action against the other party arising from or relating to this Subcontract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and costs.

6. Removal of Debris. Upon completion of the Work, the Subcontractor agrees to remove all of its debris and surplus materials from Jobsite and leave the Jobsite in a neat and broom clean condition.

7. Failure to Make Payments. A failure by the Contractor to make a scheduled progress payment by more than ten (10) days from the due date shall be deemed a material breach of this Subcontract. Upon Contractor's material breach of this Subcontract, Subcontractor may suspend work on the job until such time as all payments due have been made without breaching this Subcontract, pending payment or resolution of any dispute. If a payment is more than thirty (30) days late, Subcontractor has the option to justifiably refuse to complete the balance of this Subcontract, be considered excused from further performance, and not be considered in breach of this Subcontract. Subcontractor may then institute an arbitration proceeding as described in Paragraph 3 of this Subcontract.

8. Retention. Contractor is authorized to withhold retention from Subcontractor only to the extent that Owner withholds funds from Contractor for the Work

performed by Subcontractor. In no event shall Contractor withhold more than ten (10) percent of payments due Subcontractor. All retentions must be paid to Subcontractor within thirty-five (35) days of the date the Subcontractor substantially completes the Work.

9. Items Not Responsibility of Subcontractor.

Unless specifically included in the Subcontract, Subcontractor shall not be held responsible for any existing violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Subcontractor is not responsible for any abnormal or unusual preexisting condition. Correction by the Subcontractor of any such violations or abnormal conditions shall be considered Additional Work and dealt with according to Paragraph 12 of this Subcontract.

10. Excusable Delays. If the Subcontractor is delayed in the performance of the Work by conditions that could not be reasonably foreseen by Subcontractor or out of the reasonable control of Subcontractor, including, but not limited to, actions taken by Owner; acts of God; fire, explosions, casualty losses, strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement, or removal; and acts of government body, then Contractor shall grant Subcontractor a reasonable extension of time.

11. Compliance with Rules and Regulations. Both Contractor and Subcontractor shall comply with all applicable federal, state, county, and municipal rules and regulations including but not limited to OSHA safety requirements.

12. Extra Work. Subcontractor shall provide in a good and workmanlike manner only that labor and materials specified in this Subcontract. Subcontractor will only provide additional work not specified in this Subcontract ("Extra Work") upon written authorization by the Contractor in a change order specifying the additional work ("Change Order"). Such Change Order shall also contain the amount of additional compensation for the Extra Work in addition adjustments in the scheduled time for completing the Work.

However, in the event that an emergency exists, then Subcontractor may proceed upon the verbal authorization of the Contractor or the Contractor's job superintendent, and upon Subcontractor's request, Contractor shall provide Subcontractor written confirmation of the verbal authorization within seventy-two (72) hours.

13. Incidental Change: The Contractor may direct the Subcontractor to perform incidental changes in the Work not involving adjustments in the Payments or

time of completion. Incidental changes shall be consistent with the scope and intent of the Work. The Contractor shall initiate an Incidental Change by issuing a written order to the Subcontractor.

14. Protection of Work. To the extent noted in this Paragraph 14, Subcontractor will protect its own work until completion and the Contractor's acceptance of Subcontractor's work.

If Subcontractor's work is damaged or destroyed during the course of the Work, and such damage or destruction is the result of Subcontractor's negligence, then Subcontractor shall repair or replace the damaged or destroyed work at Subcontractor's expense. If such damage or destruction was not the result of Subcontractor's negligence, Subcontractor shall repair or replace the damage or destroyed work as Extra Work and Contractor shall compensate Subcontractor in accordance with the terms of Paragraph 12 of this Subcontract.

15. Concealed Conditions. In the event Subcontractor encounters rock, ground water, underground structures, utilities, or other conditions unknown to Subcontractor and not reasonably foreseeable by Subcontractor, then Subcontractor shall immediately stop work and call Contractor's attention to such concealed conditions in writing. The Contractor and Subcontractor shall then agree on an equitable adjustment on the Subcontract time and price in writing prior to Subcontractor resuming the Work.

16. Insurance. Subcontractor shall maintain general liability, workers compensation and builder's risk insurance.

Contractor shall also maintain general liability, workers compensation and builder's risk insurance.

17. Interpretation: The Subcontract and the Exhibits are intended to supplement one another. In the event of a conflict, the specifications shall control the drawings, and the Subcontract shall control both. If work is displayed on the drawings but not called for in the specifications, or if the work is called for in the specifications but not displayed on the drawings, Contractor shall be required to perform the work as though it were called for and displayed in both documents.

If a portion of this Subcontract is found to be invalid, such provision shall be deemed severed, and this Agreement shall continue in full force and effect.

This Contract shall be interpreted and governed in accordance with the laws of the State where the Jobsite is located.

EXHIBIT B

From: Saravanan Subramanian <saran@ishausa.org>
To: Manu Rehani <manu.r@ishausa.org>
Cc: Ilias Vinikovskiy <ilias.v@ishausa.org>, Senthil Isha III <isha.senthil@gmail.com>, Dhanesh Yeganantham <dhanesh.y@ishausa.org>
Date: Wed, 14 Aug 2024 16:42:52 -0500
Subject: Fwd: ISHA Kamala, Phase 1

----- Forwarded message -----

From: Saravanan Subramanian <saran@ishausa.org>
Date: Thu, Jan 19, 2023 at 7:12 PM
Subject: Re: ISHA Kamala, Phase 1
To: Anthony Pelham <apelham@wcudtn.com>
Cc: Richard Houze <rhouze@sec-civil.com>, Tommy Lee <tlee@ucdd.org>, Ben Newman <bnewman@caneyforkec.com>, Scott Romzek <sromzek@caneyforkec.com>, Jamie Reed <jreed@sec-civil.com>, Rob Molchan <rmolchan@sec-civil.com>, Nathaniel Green <ngreen@jchengr.com>, Nicole Diak <NDiak@ctconsultants.com>, Danny Sharpe <dsharpe@wcudtn.com>, Manu Rehani <manu.r@ishausa.org>

Dear Anthony,

Apologies for the email from Mr. Houze at SEC showing up without context.

- It is merely a Work-in-Progress update to the Kamala Phase 1 plans, and in no way a response to your standing request for the growth plans.
- SEC is our consultant and they must have meant to send it to us to incorporate into the larger planning underway.
-
- Perhaps they sent it as an FYI update to WCUD just to keep you in the loop
- There are no substantial changes to the concept from our past discussions

Going forward we'll coordinate communication to WCUD to come from us for now. I, Saran (with cc to Manu) will be your PoC

I'd like to reiterate that your request for plans to help clearly resolve all Agreements and Financial Considerations between Isha and WCUD is at the top of our list and we're working through the details. We appreciate the additional guidance on the steps/process ahead in your email.

When we engaged with WCUD on the Enclave project / 6-inch pipeline it was not possible to contemplate further development needs because Isha had not acquired the land behind Enclave. Now things are different and we're in a much better position to plan the larger picture in general, and in the Enclave, Kamala area in particular

We look forward to get our planning to a stage of sufficient detail and review with you and determine the path forward. Sorry for any confusion this may have caused.

Best Regards

Saran

On Thu, Jan 19, 2023, 01:34 Anthony Pelham <apelham@wcudtn.com> wrote:

> Mr. Houze:
> Thank you for sending the latest Kamala Phase I Plans.
>
> On behalf of WCUD, please accept this e-mail as written notice to the
> VBCPC, SEC, Inc, CT Engineering, and ISHA of numerous discussions with ISHA
> and CT Engineering that at present, Warren County Utility District HAS NOT,
> approved any Preliminary Plat for Kamala Phase 1 or any other pending Water
> System Additions and IS NOT, reviewing these Kamala Phase 1 Plans for any
> consideration of connecting to WCUD's water system at this time, and WILL
> NOT sign off any Plat until such time that ISHA provides 1,) more detail of
> either a "Master Plan" or reasonable growth planning, 2.) petition the WCUD
> Board for approval of the proposed development(s) with any necessary
> "Off-Site" upgrades to ensure adequate water service, and 3.) obtain WCUD
> Board approval for the proposed development(s) with all Agreements and
> Financial Considerations clearly resolved between ISHA and WCUD for all
> on-site and off-site facilities to be owned, operated, and maintained by
> WCUD.
>
> For specific reference, this proposed Kamala Phase 1, being a connection
> to or being fed from the back edge of the Enclave development was never
> disclosed to or contemplated by WCUD during the water system design of the
> Enclave. If there had been any foresite, or growth planning, WCUD would
> not have approved a 6-inch main water artery through the Enclave. Further,
> the transmission main along Hwy 8 from ISHA to the Water Tank on Wildwood
> Road is insufficient to provide adequate service pressure or volume for
> continued growth and definitely not fire protection. This has been
> discussed with ISHA at least since 2020 and more recently with CT
> Engineering on ISHA's behalf.
>
> Please note that my comments are in regards to WCUD's potable water system
> only and I offer nor imply any opinion with regards to any other Utilities'
> requirements or state and local permits that may be required. Please let
> us know if there are any substantial changes in the designs as WCUD's
> Engineers will review the Kamala Phase 1 plans once the "Master Plan"
> and/or growth planning is provided by ISHA in sufficient detail to
> determine the necessary "Off-site" facilities upgrades. At present, I
> consider that WCUD is waiting on ISHA for the "Master Plan", and we have no
> open tasks committed by WCUD to ISHA.
>
> Regards,
> Anthony Pelham, P.E.
> WCUD
>
> On Wed, Jan 18, 2023 at 12:05 PM Richard Houze <rhouze@sec-civil.com>
> wrote:
>
>> Gentlemen,
>>
>>
>>
>> Attached is the latest set of construction plans and calculations for
>> ISHA Kamala, Phase 1. Please review these for approval. Let me know if
>> you need anything else.
>>

>>
>> I'm using Adobe Acrobat.
>> You can view and comment on "CALCULATIONS BOOK.pdf" at:
>> <https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:bc4f6c70-315e-47ca-8144-a0b4c8669531>
>> You can view and comment on "ISHA Kamala, Phase 1.pdf" at:
>> <https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:388eda59-5b45-4b40-b02b-442a47cc7be2>

>>

>>

>>

>> Richard Houze, P.E.

>>

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>>

>> *Site* *Engineering* *Consultants* *Inc*

>>

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>> *850 Middle Tennessee Blvd Murfreesboro, TN 37129 (615) 890-7901 office

>> (615) 895-2567 fax*

>>

>> *(615) 648-7514 cell*

>> *rhouze@sec-civil.com* <rhouze@sec-civil.com>

>>

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>

>

> --

> Anthony L. Pelham, P.E.

> *General Manager*

> *Warren County Utility District*

> 4034 Sparta Hwy

> P.O. Box 192

> McMinnville, TN 37110

> O: 931-668-4175

> C: 615-812-6071

>

--

Saran Subramanian

Isha USA Construction

931 636 3087

From: Manu Rehani <manu.r@ishausa.org>
To: Anthony P TN Office <apelham@wcudtn.com>
Cc: Nathaniel Green <ngreen@jchengr.com>, Senthil Isha <senthil@ishausa.org>, Saravanan Subramanian <saran@ishausa.org>, Chaitanya Hiremath <chaitanya.h@ishausa.org>, Ilias Vinikovskiy <Ilias.v@ishausa.org>
Date: Wed, 21 Feb 2024 09:20:02 -0600
Subject: Re: Feb 26 Zoom call + Preliminary upgrade estimates

Thank you for the scenarios and estimates Anthony. The zoom link will be: <https://us02web.zoom.us/j/7202257018>
I'll also be sending out a calendar invite. Please let me know whom to include on that

Best Regards,

Manu Rehani
manu.r@ishausa.org
503.810.0361

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> On Feb 21, 2024, at 7:47 AM, Anthony Pelham <apelham@wcudtn.com> wrote:

>

> Manu:

> Good speaking to you too. Please confirm you will be sending out a Zoom link or do I need to set something up for Monday's Meeting (2/26 @ 10am)?

>

> Also, as discussed, please see attached the Preliminary Engineering Estimate(s) as generated by our Engineer, Nathaniel Green, P.E. of James C. Hailey & Company Consulting Engineers in order to meet the proposed "future" Long Term demands by ISHA. I've asked Nathaniel to evaluate the current withdrawal location (MIN) which may not be able to support the expansion to meet ISHA's Long-Term demand as well as the Great Falls Reservoir (MAX) which could definitely meet the proposed demand. I realize these are substantial numbers and give us pause in comparison to WCUD's current size and capacity. ISHA's proposed demands would necessitate significant growth. As such, WCUD would expect ISHA to fund ALL of the Capital Cost directly related to ISHA's projected demands as well as a formal Contract and Surety to support ongoing annual Operational cost(s) for necessary flushing until Consumption and revenue meet the operations and depreciation requirements as mandated by the State.

>

> As we evaluate the Short-Term and Long-Term ISHA proposals, it is my desire that we consider both and do not waste any Short-Term efforts that are not part of the Long-Term objective(s).

>

> Regards,

> Anthony Pelham, P.E.

> WCUD

>

> On Tue, Feb 20, 2024 at 6:11 PM Manu Rehani <manu.r@ishausa.org <mailto:manu.r@ishausa.org>> wrote:

>> Dear Anthony,

>>

>> It was good connecting this morning. Thank you for answering the query about the water withdrawal request. Looking forward to the additional estimate information and will review before the meeting

>>

>> Best,

>>

>> Manu Rehani

>> manu.r@ishausa.org <mailto:manu.r@ishausa.org>

>> 503.810.0361

>>

>>

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>

> --

>

> Anthony L. Pelham, P.E.

> General Manager

> Warren County Utility District

> 4034 Sparta Hwy

> P.O. Box 192

> McMinnville, TN 37110

> O: 931-668-4175

> C: 615-812-6071

■ ■

**Project Cost Estimate
ISHA Capital Improvements
Warren County Utility District
January 2024**

<u>Item Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
PHASE 1 - WATER TREATMENT PLANT AND INTAKE UPGRADES				
1 Settling Basins	LS	1	\$ 5,000,000.00	\$ 5,000,000.00
2 Filter Building Expansion	LS	1	\$ 2,500,000.00	\$ 2,500,000.00
3 Control Building Expansion	LS	1	\$ 2,000,000.00	\$ 2,000,000.00
4 High Service Building	LS	1	\$ 3,500,000.00	\$ 3,500,000.00
5 Chemical Building Addition	LS	1	\$ 2,500,000.00	\$ 2,500,000.00
6 Yard Piping Rehabilitation	LS	1	\$ 1,000,000.00	\$ 1,000,000.00
7 Electrical Renovations and Upgrades	LS	1	\$ 1,500,000.00	\$ 1,500,000.00
8 Raw Water Intake Improvements	LS	1	\$ 2,500,000.00	\$ 2,500,000.00
				\$ 20,500,000.00
PHASE 2 - TRANSMISSION MAIN A				
1 24" Class 350 Ductile Iron Water Line	LF	38,000	\$ 525.00	\$ 19,950,000.00
2 24" Class 56 Ductile Iron Water Line by Directional Bore	LF	1,000	\$ 1,500.00	\$ 1,500,000.00
2 12" Class 350 Ductile Iron Water Line	LF	500	\$ 200.00	\$ 100,000.00
3 6" SDR 21 PVC Water Line	LF	200	\$ 55.00	\$ 11,000.00
4 4" SDR 21 PVC Water Line	LF	200	\$ 45.00	\$ 9,000.00
5 36" Black Steel Casing by Bore and Jack	LF	250	\$ 1,000.00	\$ 250,000.00
6 36" Black Steel Casing by Open Cut	LF	180	\$ 375.00	\$ 67,500.00
7 20" Black Steel Casing by Bore and Jack	LF	100	\$ 550.00	\$ 55,000.00
8 20" Black Steel Casing by Open Cut	LF	100	\$ 150.00	\$ 15,000.00
9 24" Gate Valve and Box	EA	19	\$ 25,000.00	\$ 475,000.00
10 16" Gate Valve and Box	EA	1	\$ 20,000.00	\$ 20,000.00
11 12" Gate Valve and Box	EA	6	\$ 10,000.00	\$ 60,000.00
12 6" Gate Valve and Box	EA	5	\$ 2,750.00	\$ 13,750.00
13 4" Gate Valve and Box	EA	5	\$ 2,000.00	\$ 10,000.00
14 MJ Ductile Iron Fittings	LBS	22,000	\$ 5.75	\$ 126,500.00
15 Class B Concrete	CY	125	\$ 200.00	\$ 25,000.00
16 Asphalt Replacement	SY	100	\$ 65.00	\$ 6,500.00
17 Crushed Stone (Driveways and Stream Crossings)	TON	750	\$ 30.00	\$ 22,500.00
18 Fire Hydrant Assembly	EA	4	\$ 4,500.00	\$ 18,000.00
19 4" Combination Air Release	EA	8	\$ 17,500.00	\$ 140,000.00
20 Relocate/Reconnect Service Connections	EA	60	\$ 1,500.00	\$ 90,000.00
21 3/4" Pex Service Line	LF	3,000	\$ 15.00	\$ 45,000.00
				\$ 22,999,750.00
PHASE 3 - TRANSMISSION MAIN B AND PUMP STATION UPGRADES				
1 20" Class 350 Ductile Iron Water Line	LF	22,000	\$ 350.00	\$ 7,700,000.00
2 6" SDR 21 PVC Water Line	LF	400	\$ 55.00	\$ 22,000.00
3 4" SDR 21 PVC Water Line	LF	300	\$ 45.00	\$ 13,500.00
4 30" Black Steel Casing by Bore and Jack	LF	250	\$ 850.00	\$ 212,500.00
5 30" Black Steel Casing by Open Cut	LF	200	\$ 225.00	\$ 45,000.00
6 20" Gate Valve and Box	EA	10	\$ 20,000.00	\$ 200,000.00
7 6" Gate Valve and Box	EA	5	\$ 2,750.00	\$ 13,750.00
8 4" Gate Valve and Box	EA	4	\$ 2,000.00	\$ 8,000.00
9 MJ Ductile Iron Fittings	LBS	15,000	\$ 5.75	\$ 86,250.00
10 Class B Concrete	CY	250	\$ 200.00	\$ 50,000.00
11 Asphalt Replacement	SY	800	\$ 65.00	\$ 52,000.00
12 Crushed Stone (Driveways and Stream Crossings)	TON	1,000	\$ 30.00	\$ 30,000.00
13 Fire Hydrant Assembly	EA	2	\$ 4,500.00	\$ 9,000.00
14 4" Combination Air Release	EA	4	\$ 17,500.00	\$ 70,000.00
15 Relocate/Reconnect Service Connections	EA	60	\$ 1,500.00	\$ 90,000.00
16 3/4" Pex Service Line	LF	1,800	\$ 15.00	\$ 27,000.00
19 Pump Stations A and B Upgrades	LS	2	\$ 3,000,000.00	\$ 6,000,000.00
				\$ 14,629,000.00
PHASE 4 - TRANSMISSION MAIN C to ISHA GATE				
1 20" Class 350 Ductile Iron Water Line	LF	31,000	\$ 350.00	\$ 10,850,000.00
2 6" SDR 21 PVC Water Line	LF	250	\$ 55.00	\$ 13,750.00
3 4" SDR 21 PVC Water Line	LF	200	\$ 45.00	\$ 9,000.00
4 30" Black Steel Casing by Bore and Jack	LF	300	\$ 850.00	\$ 255,000.00
5 30" Black Steel Casing by Open Cut	LF	450	\$ 225.00	\$ 101,250.00
6 20" Gate Valve and Box	EA	18	\$ 20,000.00	\$ 360,000.00
7 6" Gate Valve and Box	EA	4	\$ 2,750.00	\$ 11,000.00
8 4" Gate Valve and Box	EA	2	\$ 2,000.00	\$ 4,000.00
9 MJ Ductile Iron Fittings	LBS	17,500	\$ 5.75	\$ 100,625.00
10 Class B Concrete	CY	300	\$ 200.00	\$ 60,000.00
11 Asphalt Replacement	SY	1,000	\$ 65.00	\$ 65,000.00
12 Crushed Stone (Driveways and Stream Crossings)	TON	1,250	\$ 30.00	\$ 37,500.00
13 Fire Hydrant Assembly	EA	2	\$ 4,500.00	\$ 9,000.00
14 4" Combination Air Release	EA	4	\$ 17,500.00	\$ 70,000.00
15 Relocate/Reconnect Service Connections	EA	100	\$ 1,500.00	\$ 150,000.00
16 3/4" Pex Service Line	LF	3,000	\$ 15.00	\$ 45,000.00
				\$ 12,141,125.00
PHASE 5 - TRANSMISSION MAIN D and WATER STORAGE TANK				
1 20" Class 350 Ductile Iron Water Line	LF	24,000	\$ 350.00	\$ 8,400,000.00
2 6" SDR 21 PVC Water Line	LF	150	\$ 55.00	\$ 8,250.00
3 4" SDR 21 PVC Water Line	LF	100	\$ 45.00	\$ 4,500.00
4 30" Black Steel Casing by Bore and Jack	LF	150	\$ 850.00	\$ 127,500.00
5 30" Black Steel Casing by Open Cut	LF	450	\$ 225.00	\$ 101,250.00
6 20" Gate Valve and Box	EA	12	\$ 20,000.00	\$ 240,000.00
7 6" Gate Valve and Box	EA	3	\$ 2,750.00	\$ 8,250.00
8 4" Gate Valve and Box	EA	2	\$ 2,000.00	\$ 4,000.00
9 MJ Ductile Iron Fittings	LBS	12,500	\$ 5.75	\$ 71,875.00
10 Class B Concrete	CY	200	\$ 200.00	\$ 40,000.00
11 Asphalt Replacement	SY	300	\$ 65.00	\$ 19,500.00
12 Crushed Stone (Driveways and Stream Crossings)	TON	750	\$ 30.00	\$ 22,500.00
13 Fire Hydrant Assembly	EA	2	\$ 4,500.00	\$ 9,000.00
14 4" Combination Air Release	EA	4	\$ 17,500.00	\$ 70,000.00
15 Relocate/Reconnect Service Connections	EA	50	\$ 1,500.00	\$ 75,000.00
16 3/4" Pex Service Line	LF	1,500	\$ 15.00	\$ 22,500.00
17 500,000 Gallon Ground Level Water Storage Tank	LS	1	\$ 2,000,000.00	\$ 2,000,000.00
				\$ 11,224,125.00
Construction Total				\$ 60,994,000.00
Non Construction Fees:				
Engineering Design				\$ 3,750,000.00
Other Engineering (Envr. Reports and Permits)				\$ 225,000.00
Construction Inspection				\$ 3,000,000.00
Contingency (5% of Construction)				\$ 3,031,000.00
TOTAL ESTIMATED CONSTRUCTION COST				\$ 71,000,000.00

**Project Cost Estimate
ISHA Capital Improvements
Warren County Utility District
January 2024**

<u>Item Description</u>	<u>Units</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
PHASE 1 - NEW INTAKE @ GREAT FALLS RESERVOIR				
1 30" Class 350 Ductile Iron Water Line	LF	59,000	\$ 675.00	\$ 39,825,000.00
2 48" Black Steel Casing by Bore and Jack	LF	400	\$ 1,250.00	\$ 500,000.00
3 48" Black Steel Casing by Open Cut	LF	250	\$ 500.00	\$ 125,000.00
4 30" Gate Valve and Box	EA	15	\$ 42,500.00	\$ 637,500.00
5 MJ Ductile Iron Fittings	LBS	35,000	\$ 5.75	\$ 201,250.00
6 Class B Concrete	CY	600	\$ 200.00	\$ 120,000.00
7 Asphalt Replacement	SY	700	\$ 65.00	\$ 45,500.00
8 Crushed Stone (Driveways and Stream Crossings)	TON	1,750	\$ 30.00	\$ 52,500.00
9 6" Combination Air Release	EA	8	\$ 17,500.00	\$ 140,000.00
10 Raw Water Intake Structure	LS	1	\$ 12,500,000.00	\$ 12,500,000.00
				\$ 54,146,750.00
PHASE 2 - WATER TREATMENT PLANT UPGRADES				
1 Settling Basins	LS	1	\$ 5,000,000.00	\$ 5,000,000.00
2 Filter Building Expansion	LS	1	\$ 2,500,000.00	\$ 2,500,000.00
3 Control Building Expansion	LS	1	\$ 2,000,000.00	\$ 2,000,000.00
4 High Service Building	LS	1	\$ 3,500,000.00	\$ 3,500,000.00
5 Chemical Building Addition	LS	1	\$ 2,500,000.00	\$ 2,500,000.00
6 Yard Piping Rehabilitation	LS	1	\$ 1,000,000.00	\$ 1,000,000.00
7 Electrical Renovations and Upgrades	LS	1	\$ 1,500,000.00	\$ 1,500,000.00
				\$ 18,000,000.00
PHASE 3 - TRANSMISSION MAIN A				
1 24" Class 350 Ductile Iron Water Line	LF	38,000	\$ 525.00	\$ 19,950,000.00
2 24" Class 56 Ductile Iron Water Line by Directional Bore	LF	1,000	\$ 1,500.00	\$ 1,500,000.00
2 12" Class 350 Ductile Iron Water Line	LF	500	\$ 200.00	\$ 100,000.00
3 6" SDR 21 PVC Water Line	LF	200	\$ 55.00	\$ 11,000.00
4 4" SDR 21 PVC Water Line	LF	200	\$ 45.00	\$ 9,000.00
5 36" Black Steel Casing by Bore and Jack	LF	250	\$ 1,000.00	\$ 250,000.00
6 36" Black Steel Casing by Open Cut	LF	180	\$ 375.00	\$ 67,500.00
7 20" Black Steel Casing by Bore and Jack	LF	100	\$ 550.00	\$ 55,000.00
8 20" Black Steel Casing by Open Cut	LF	100	\$ 150.00	\$ 15,000.00
9 24" Gate Valve and Box	EA	19	\$ 25,000.00	\$ 475,000.00
10 16" Gate Valve and Box	EA	1	\$ 20,000.00	\$ 10,000.00
11 12" Gate Valve and Box	EA	6	\$ 10,000.00	\$ 60,000.00
12 6" Gate Valve and Box	EA	5	\$ 2,750.00	\$ 13,750.00
13 4" Gate Valve and Box	EA	5	\$ 2,000.00	\$ 10,000.00
14 MJ Ductile Iron Fittings	LBS	22,000	\$ 5.75	\$ 126,500.00
15 Class B Concrete	CY	125	\$ 200.00	\$ 25,000.00
16 Asphalt Replacement	SY	100	\$ 65.00	\$ 6,500.00
17 Crushed Stone (Driveways and Stream Crossings)	TON	750	\$ 30.00	\$ 22,500.00
18 Fire Hydrant Assembly	EA	4	\$ 4,500.00	\$ 18,000.00
19 4" Combination Air Release	EA	8	\$ 17,500.00	\$ 140,000.00
20 Relocate/Reconnect Service Connections	EA	60	\$ 1,500.00	\$ 90,000.00
21 3/4" Pex Service Line	LF	3,000	\$ 15.00	\$ 45,000.00
				\$ 22,999,750.00
PHASE 4 - TRANSMISSION MAIN B AND PUMP STATION UPGRADES				
1 20" Class 350 Ductile Iron Water Line	LF	22,000	\$ 350.00	\$ 7,700,000.00
2 6" SDR 21 PVC Water Line	LF	400	\$ 55.00	\$ 22,000.00
3 4" SDR 21 PVC Water Line	LF	300	\$ 45.00	\$ 13,500.00
4 30" Black Steel Casing by Bore and Jack	LF	250	\$ 850.00	\$ 212,500.00
5 30" Black Steel Casing by Open Cut	LF	200	\$ 225.00	\$ 45,000.00
6 20" Gate Valve and Box	EA	10	\$ 20,000.00	\$ 200,000.00
7 6" Gate Valve and Box	EA	5	\$ 2,750.00	\$ 13,750.00
8 4" Gate Valve and Box	EA	4	\$ 2,000.00	\$ 8,000.00
9 MJ Ductile Iron Fittings	LBS	15,000	\$ 5.75	\$ 86,250.00
10 Class B Concrete	CY	250	\$ 200.00	\$ 50,000.00
11 Asphalt Replacement	SY	800	\$ 65.00	\$ 52,000.00
12 Crushed Stone (Driveways and Stream Crossings)	TON	1,000	\$ 30.00	\$ 30,000.00
13 Fire Hydrant Assembly	EA	2	\$ 4,500.00	\$ 9,000.00
14 4" Combination Air Release	EA	4	\$ 17,500.00	\$ 70,000.00
15 Relocate/Reconnect Service Connections	EA	60	\$ 1,500.00	\$ 90,000.00
16 3/4" Pex Service Line	LF	1,800	\$ 15.00	\$ 27,000.00
19 Pump Stations A and B Upgrades	LS	2	\$ 3,000,000.00	\$ 6,000,000.00
				\$ 14,629,000.00
PHASE 5 - TRANSMISSION MAIN C to ISHA GATE				
1 20" Class 350 Ductile Iron Water Line	LF	31,000	\$ 350.00	\$ 10,850,000.00
2 6" SDR 21 PVC Water Line	LF	250	\$ 55.00	\$ 13,750.00
3 4" SDR 21 PVC Water Line	LF	200	\$ 45.00	\$ 9,000.00
4 30" Black Steel Casing by Bore and Jack	LF	300	\$ 850.00	\$ 255,000.00
5 30" Black Steel Casing by Open Cut	LF	450	\$ 225.00	\$ 101,250.00
6 20" Gate Valve and Box	EA	18	\$ 20,000.00	\$ 360,000.00
7 6" Gate Valve and Box	EA	4	\$ 2,750.00	\$ 11,000.00
8 4" Gate Valve and Box	EA	2	\$ 2,000.00	\$ 4,000.00
9 MJ Ductile Iron Fittings	LBS	17,500	\$ 5.75	\$ 100,625.00
10 Class B Concrete	CY	300	\$ 200.00	\$ 60,000.00
11 Asphalt Replacement	SY	1,000	\$ 65.00	\$ 65,000.00
12 Crushed Stone (Driveways and Stream Crossings)	TON	1,250	\$ 30.00	\$ 37,500.00
13 Fire Hydrant Assembly	EA	2	\$ 4,500.00	\$ 9,000.00
14 4" Combination Air Release	EA	4	\$ 17,500.00	\$ 70,000.00
15 Relocate/Reconnect Service Connections	EA	100	\$ 1,500.00	\$ 150,000.00
16 3/4" Pex Service Line	LF	3,000	\$ 15.00	\$ 45,000.00
				\$ 12,141,125.00
PHASE 6 - TRANSMISSION MAIN D and WATER STORAGE TANK				
1 20" Class 350 Ductile Iron Water Line	LF	24,000	\$ 350.00	\$ 8,400,000.00
2 6" SDR 21 PVC Water Line	LF	150	\$ 55.00	\$ 8,250.00
3 4" SDR 21 PVC Water Line	LF	100	\$ 45.00	\$ 4,500.00
4 30" Black Steel Casing by Bore and Jack	LF	150	\$ 850.00	\$ 127,500.00
5 30" Black Steel Casing by Open Cut	LF	450	\$ 225.00	\$ 101,250.00
6 20" Gate Valve and Box	EA	12	\$ 20,000.00	\$ 240,000.00
7 6" Gate Valve and Box	EA	3	\$ 2,750.00	\$ 8,250.00
8 4" Gate Valve and Box	EA	2	\$ 2,000.00	\$ 4,000.00
9 MJ Ductile Iron Fittings	LBS	12,500	\$ 5.75	\$ 71,875.00
10 Class B Concrete	CY	200	\$ 200.00	\$ 40,000.00
11 Asphalt Replacement	SY	300	\$ 65.00	\$ 19,500.00
12 Crushed Stone (Driveways and Stream Crossings)	TON	750	\$ 30.00	\$ 22,500.00
13 Fire Hydrant Assembly	EA	2	\$ 4,500.00	\$ 9,000.00
14 4" Combination Air Release	EA	4	\$ 17,500.00	\$ 70,000.00
15 Relocate/Reconnect Service Connections	EA	50	\$ 1,500.00	\$ 75,000.00
16 3/4" Pex Service Line	LF	1,500	\$ 15.00	\$ 22,500.00
17 500,000 Gallon Ground Level Water Storage Tank	LS	1	\$ 2,000,000.00	\$ 2,000,000.00
				\$ 11,224,125.00
Construction Total				\$ 115,140,750.00
Non Construction Fees:				
Engineering Design				\$ 7,000,000.00
Other Engineering (Envr. Reports and Permits)				\$ 450,000.00
Construction Inspection				\$ 5,800,000.00
Contingency (5% of Construction)				\$ 5,609,250.00
TOTAL ESTIMATED CONSTRUCTION COST				\$ 134,000,000.00

From: Saravanan Subramanian <saran@ishausa.org>
To: Manu Rehani <manu.r@ishausa.org>, Ilias Vinikovskiy <ilias.v@ishausa.org>, Senthil Isha III <isha.senthil@gmail.com>, Dhanesh Yeganantham <dhanesh.y@ishausa.org>
Date: Wed, 26 Jun 2024 15:21:30 -0400
Subject: Fwd: ISHA - My thoughts AP

----- Forwarded message -----

From: Al Pierce <apierce@ctiengr.com>
Date: Wed, Jun 26, 2024, 3:14 PM
Subject: Fwd: ISHA - My thoughts AP
To: Saravanan Subramanian <saran@ishausa.org>

Sincerely,

Leon Alison "Al" Pierce P.E.

Project Engineer
CTI Engineers, Inc.

243 North Hamilton Street, Suite 1

Dalton GA 30720

Phone: 423-648-8356 <+14236488356>

Cell: 706-264-5840 <+17062645840>

[image: image]

www.ctiengr.com

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From: Anthony Pelham <apelham@wcutdn.com>
Sent: Tuesday, June 25, 2024 10:51:48 AM
To: Al Pierce <apierce@ctiengr.com>; Nathaniel Green <ngreen@jchengr.com>
Cc: Danny Sharpe <dsharpe@wcutdn.com>; Glenn Mitchell <gvmitchell@charter.net>; Manu Rehani <manu.r@ishausa.org>
Subject: Fwd: ISHA - My thoughts AP

Mr. Pierce:

See below with some initial responses, but I think the "What-If" and "possibilities" would require more clarification before any formal action could be taken.

1. If Isha constructs the million-gallon ground storage water tank without off-site upgrades, how many *gallons per day* can WCUD commit to serve? It was mentioned to Isha in their last meeting with WCUD that WCUD had concerns with fire flow in the proposed development for Isha Kamala, however if Isha were to install an appropriate size tank, WCUD could serve potable water for not just 370-380 homes, but likely more than that. If

the tank and distribution for that zone will be owned and operated by Isha, it would need to be looked at in terms of GPD rather than number of homes. Can WCUD commit to 120,000 GPD if this tank is constructed?

- Response 1: A "commitment" of 120,000 GPD is possible. In my opinion this would require WCUD to contract with ISHA to purchase 120,000 GPD (3.6M Gal/Month based on 84 GPM/24-7 x 30 days), then there is a risk of stagnated water and at what point is WCUD responsible for Water Quality to the State. This would require PS A & B to run approx. 6 more hours per day. I don't personally like a 1MG Private Tank ground level tank with Pumps for potential Water Quality purposes. The Backflow and separation from WCUD's potable water would need to be robust. So, short answer, Yes - Possible, but not recommended. Would require ISHA-WCUD Contract with clear terms to be approved by WCUD Board. In my opinion a "commitment" of this type would pretty much exhaust the balance of available, capacity to the existing Infrastructure, but would place the sole burden for any Fire Protection within ISHA's development on ISHA's infrastructure. If this necessitated a re-visit to the Enclave development to improve Fire Protection and Safety Issues, the Enclave is already set-up with a Master meter at Hwy 8 and could possible revert back from Individual Accounts to a Master Meter Account.

2. There were also discussions on what size line that you would like to connect to the ground storage tank from the Hwy 8 water main. I would presume that if we start with only the 6-inch line serving it, you will want a 6-inch connection and a valve that throttled the flow into the tank to prevent excessive demand on the WCUD system. Let us know if that is what you were thinking.

- Response 2: I think this would be TBD, but my initial thought would be 8" based on current 6" and 4" feeder line on the main. Definitely requires some flow restriction to throttle to 84gpm depending on the structure of a Contract.

3. That morning, you also mentioned that about 4 years ago it was discussed that if the 6-inch line from the Wildwood water tank was upgraded to 12-inch and two pump stations were upgraded, WCUD could provide up to 0.75 MGD to Isha. Can this commitment of 0.75 MGD be made if Isha were to go forward with those upgrades?

- Response 3: I don't recall 0.75MGD being stated, but I did state the initial 2020 request of 600gpm @ 20 psi Peak flow. In my opinion, all of the proposed upgrades would NOT make it 0.75MGD, but WOULD meet 600 gpm @ 20 psi PEAK.

Respectfully, your questions lead in the direction of a vast reduction to 0.12MGD (less than 10%) from ISHA's most recent provided Capacity Needs of 2.2MGD Average Day, 3.2MGD Peak Day, and 4.2 MGD Peak hourly rate. As per our discussions, ISHA is pursuing their own private ownership of a water system and permitting thru TPUC utilizing Well Source(s) and private Treatment operations internal to ISHA's properties and would be responsible for any Regulatory Compliance. I just want to confirm that at present, WCUD nor James C. Hailey & Company have any outstanding task items or open projects that have been approved by WCUD's Board other than continued support of ISHA's evaluation(s) and pending Plans that are being developed.

Please feel free to contact me if I can provide further information or context.

Regards,
Anthony Pelham, P.E.
WCUD

--

Anthony L. Pelham, P.E.
General Manager
Warren County Utility District
4034 Sparta Hwy
P.O. Box 192
McMinnville, TN 37110
O: 931-668-4175
C: 615-812-6071

From: Ilias Vinikovskiy (Isha Foundation)
To: apelham@wcudtn.com
Date: 2025-07-11T17:37:58Z
Subject: Isha System Upgrades Update

Hi Anthony,

Hope this email finds you well. We wanted to discuss a couple of items with you:

1. ■ ■ We would like to know if it would be possible to move the current taps (1.5" and 2") 1200' upstream on the main on Highway 8 which would make it easier for us to tie into our new distribution system.
2. ■ ■ While we are working on our internal distribution upgrades, we also are in a position to contribute to improvement on the WCUD system off site. At this time we could budget \$3M for such improvements on WCUD's system for certain increased capacity for Isha. Please let us know if you would like to discuss this item further.

Have a great weekend.

--

Kind regards,
Ilias Vinikovskiy
Isha Foundation

From: Anthony Pelham, P.E. (WCUD General Manager)
To: ilias.v@ishausa.org
Date: 2025-07-22T21:31:31Z
Subject: Re: Isha System Upgrades Update

Ilias:

My apologies for the delayed response. With respect to your items:

1. WCUD has moved service meters for customers in the past. Typically, this would be at cost and WCUD would itemize any materials, labor, and equipment to the Customer upon completion of both meters moved and the repair to the existing tap(s) location(s). We would just want to coordinate the "new" location and please note these (2) two services would be a little more involved as they both include the Backflow device(s). I would estimate the cost could be \$5000 to \$6000 or more depending on the new location and difficulty of the relocation. Further, I would recommend moving the services one at a time to hopefully maintain partial service to ISHA's campus distribution system and avoid a prolonged service outage or downtime if both meters were moved at the same time. WCUD does not reconnect the Customer side, so we would want to coordinate with ISHA Contractor/plumber to minimize service disruption.
2. Thank you for the generous offer of \$3M for potential off site WCUD upgrades. Based on our numerous prior discussions with ISHA, I am not sure the \$3M would completely cover any of the previously discussed phases of potential upgrades to increase capacity along Hwy 8. At present, WCUD has

no projects planned for Hwy 8 upgrades or on behalf of ISHA. Based on our last communication, it was my understanding that ISHA was pursuing its own well source(s) to meet potable and fire flow demands, so WCUD halted any other considerations or efforts for projects along the HFM / Hwy 8 corridor. I'm not sure what project of that scale would most benefit ISHA. Do you have a target increased capacity or desired impact for the potential contribution that we can evaluate with our Engineer?

Regards,
Anthony Pelham, P.E.
WCUD

From: Ilias Vinikovskiy (Isha Foundation)
To: apelham@wcutn.com
Date: 2025-07-31T12:00:00Z
Subject: Re: Isha System Upgrades Update

Hi Anthony,

1.

Thank you for the clarification. Our plan is to install the new taps and keep the valves shut until we finish building out the line, so sequencing and temporary outages shouldn't be an issue. What would be the next steps to move this forward?

2.

In terms of the potential contribution, we were thinking that an additional 300,000 gallons per day would work for us. Based on that, do you have any recommendations on what upgrades could be made to help achieve that increase?

From: Anthony Pelham, P.E. (WCUD General Manager)
To: ilias.v@ishausa.org
Date: 2025-07-31T16:26:29Z
Subject: Re: Isha System Upgrades Update

Ilias:

1. With respect to relocating the (2) two existing meters, the next step for WCUD would be to identify/locate exactly where ISHA's requested relocation is and evaluate our best method to complete the relocation.. I would propose waiting until ISHA had clear plans and site piping located to avoid any wasted effort or creating issues. Please contact me and we will schedule a site visit to verify the meter(s) locations once you have a Site Plan. Then we can generate a formal estimate for any associated cost(s).

2. With respect to an additional 300,000 GPD or 208gpm for 24 hr/day, I can state that \$3M would be well below the cost necessary to achieve an

additional 300,000 GPD based on all of the previously discussed iterations and estimates. I would recommend allowing Mr. Pierce to communicate directly with our Engineer Mr. Nathaniel Green, James C. Hailey & Company about the most feasible and economical way to achieve 300,000 GPD (208 gpm). I'm sure Nathaniel would need to know specifically where the requested demand would be, site plans, etc... and is there a desired hydraulic grade line or pressure to achieve at a target 300,000 GPD (208gpm) as well as any desired peaking factor or peak hourly rate. As WCUD has discussed with ISHA many times, the peak demand and fireflows are limited or non-existent due to existing WCUD infrastructure. We have previously evaluated the potential upgrades and possible volumes in this portion of the WCUD system numerous times, but any old cost estimates would be invalid at this time. Also, do you have a target timeframe for this requested 300,000 GPD additional capacity as based on our last meeting, ISHA was pursuing its own well source(s) and had no projected need of additional WCUD capacity for the foreseeable future. Please feel free to respond to me and to direct Mr. Pierce to contact Nathaniel directly to speak about any technical details regarding the request.

Regards,
Anthony

From: Ilias Vinikovskiy (Isha Foundation)
To: apelham@wcudtn.com
Date: 2025-08-07T18:05:29Z
Subject: Re: Isha System Upgrades Update

Hi Anthony,

1. Attached is the site plan with a new location for meters.
2. We'll have Al Pierce connect with Nathaniel Green to discuss what might be the best path forward for offsite system upgrades. While our current supply is sufficient for the next couple of years, we recognize that planning and executing any upgrades will take time so we'd like to get ahead of it. We'll keep you updated following their discussion.

best,
Ilias

From: Anthony Pelham, P.E. (WCUD General Manager)
To: ilias.v@ishausa.org
Date: 2025-08-12T18:15:45Z
Subject: Re: Isha System Upgrades Update

Ilias:
Thank you for the site plan.

1. WCUD will review the proposed meter location to relocate the (2) two existing ISHA water meters. They appear to be located closer to the supply side of ISHA's proposed water storage tank and pump station. As previously stated, WCUD would want to coordinate the meter relocations to minimize any downtime or disruption of service. And, we would need ISHA's confirmation / approval of the anticipated cost. Finally, when would ISHA want WCUD to proceed with the relocation? Please let us know if you have a target date/timeline so that WCUD can plan accordingly.

2. I will await to hear from Nathaniel and his discussions with Mr. Pierce about ISHA's possible alternatives for additional water needs and how WCUD may be able to assist.

Regards,
Anthony

From: Ilias Vinikovskiy (Isha Foundation)
To: apelham@wcudtn.com
Date: 2025-08-21T16:14:51Z
Subject: Re: Isha System Upgrades Update

Hi Anthony,

1.

The anticipated cost you outlined is acceptable to Isha. Would it be possible to install the taps now and keep the valves shut and locked until our system is built out (scheduled before the end of the year)? This way the work is completed without causing any disruption of service during relocation and gives us a few months to plan accordingly. We are ready to move forward with installation if that works for you.

2.

No update here yet - we are in the process of scheduling this meeting shortly.

From: Anthony Pelham, P.E. (WCUD General Manager)
To: ilias.v@ishausa.org
Date: 2025-08-21T21:00:39Z
Subject: Re: Isha System Upgrades Update

Hello Ilias,

1. Based on the estimated cost and timing as previously stated to coordinate the two meter(s) relocations, it is NOT possible for WCUD to install the new tap locations now and keep the valves shut and locked until ISHA's new system is built out. My estimate and plan was to coordinate and relocate 1 of the 2 meters at a time (see previous emails) which also includes the RPBP (backflows) on each meter so that we would re-use the majority of the materials to minimize the cost impact. During this

relocation time, ISHA would have a decreased service capacity but would never be out of service. Otherwise the cost would be much higher to install and lock off, as all new components would have to be installed now while the existing components remained in service and then the existing meter sets and backflows would be removed after the changeover. If you would prefer that I cost out all new meter sets / boxes / corps/ valves/ taps / backflows such that only the meter would be reused, I can generate a revised quote. For this option, it may be cheaper to connect to your existing transmission lines since you technically would not be relocating the (2) meters. It would be installing (2) two new meters and backflows and then removing the (2) two existing meters and backflows. The only cost saving would be the material cost of the actual meters. But then we have the removal and repair cost of the main line at the existing meters.

Further, in my opinion, it would be prudent to wait until ISHA has State approved plans and staked your exact line and tank locations to ensure that the new meter locations are correct... Measure twice, cut once so to speak. I would expect WCUD could relocate or install new and remove the existing taps faster than ISHA could construct the 400,000 Gallon Tank.

2. I'll maintain communication with James C. Hailey & Company about any progress.

Regards,
Anthony

From: Ilias Vinikovskiy (Isha Foundation)
To: apelham@wcutdn.com
Date: 2025-09-05T17:41:28Z
Subject: Re: Isha System Upgrades Update

Hello Anthony,

1. Noted - we can wait for now.
2. I think the meeting is happening next week. Expecting updates then.
3. Adding this item here for your review, let me know if there is a formal process we should follow:

*We'd like to request a 3/4 or 1 inch tap connection at this location

<https://maps.app.goo.gl/meu1YfjZwKkeskGZA>

<<https://maps.app.goo.gl/meu1YfjZwKkeskGZA>>. This will be a golf maintenance shed for storing and maintaining golf equipment. We expect a usage of up to 200-300GPD. Attached is the design of the shed. And from what we understand there is a line there already on that side of the highway. Let us know how to proceed here. *

Thank you and have a great weekend.

From: Anthony Pelham, P.E. (WCUD General Manager)
To: ilias.v@ishausa.org

Date: 2025-09-05T18:53:42Z

Subject: Re: Isha System Upgrades Update

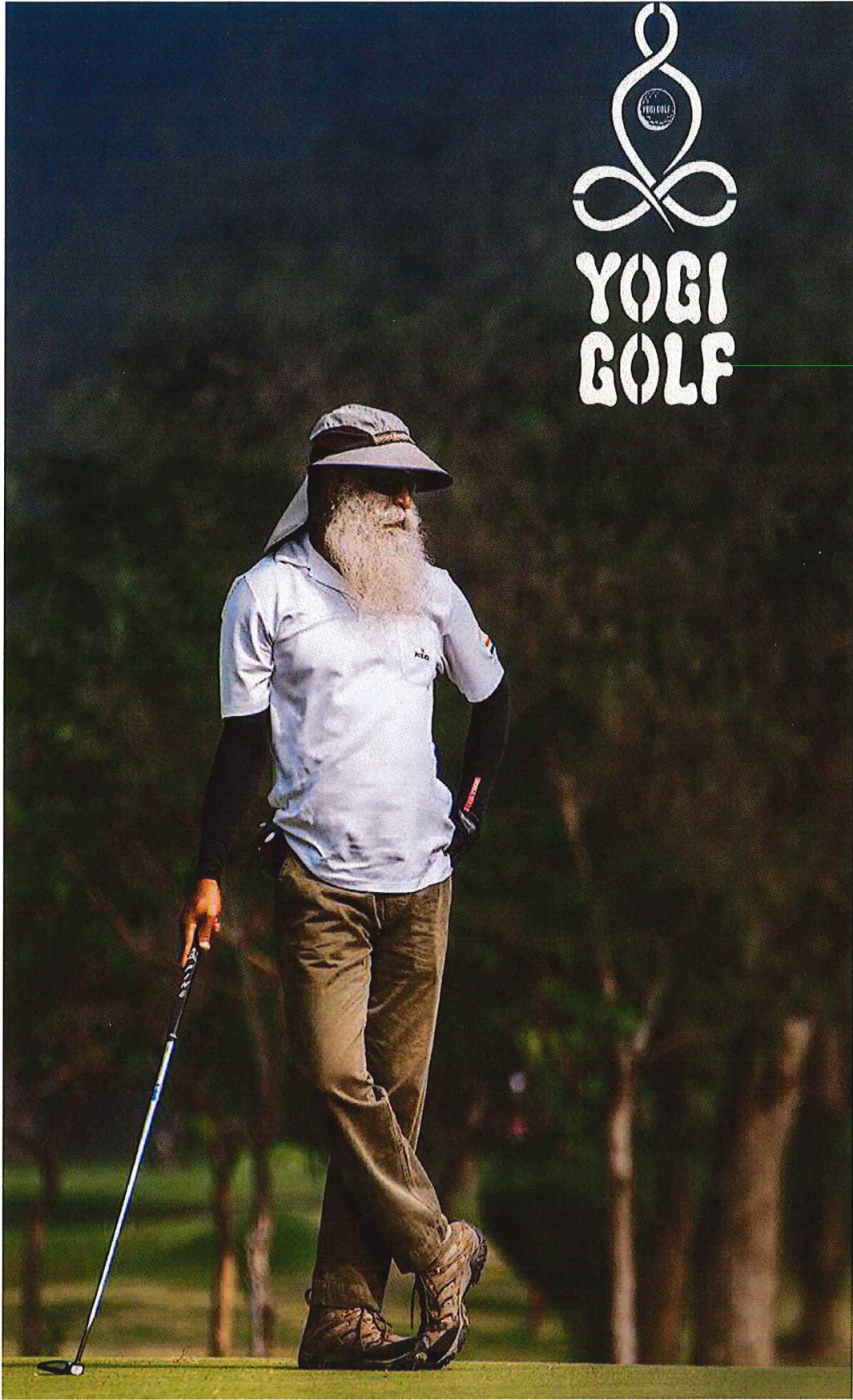
Ilias:

Wrt to item #3, a new 3/4" Water Meter, there is a Water Line along the Southern ROW of Hwy 8 in that area. A regular 3/4" Water Tap is more than capable of supplying 200-300 Gallons per Day. Please feel free to have the appropriate agent come to the WCUD Office to purchase a new 3/4" Tap at your convenience for this area. We will only need to determine if there is a need for a Backflow or if the only usage is domestic usage for just kitchen and bathrooms. If there are any other water uses or if there is any chance that future Well sources will serve this building then I would recommend going ahead and installing the appropriate Back-Flow device.

Regards,
Anthony

EXHIBIT C

YOGI
GOLF



YOGI GOLF RESIDENTIAL

Yogi Golf Residential is a special offering from Isha as a part of the Yogic City development in Tennessee. A neighborhood planned around an 18-hole golf course laid out across open land and tree cover. Shaped under Sadhguru's guidance, the layout follows the natural contours of the land, preserving its scale, openness, and existing landscape features.

Located near the ashram, it is connected through internal roads, making it easy for residents to move back and forth by foot, bicycle, scooter, or car. One can maintain a quiet and private residence near the ashram, on the golf course.



Hole 17



Residential Living with Space & Privacy

- Only a limited number of homesites are thoughtfully placed across the landscape, each defined by its unique natural surroundings - hardwood canopies, evergreen clusters, and streams that run through the land.

- Some lots face the golf course, while others look out onto forested areas and preserved open space. The spacing between homes is intentional, maintaining privacy, open views, and supporting a quiet residential atmosphere.

Home Design Flexibility

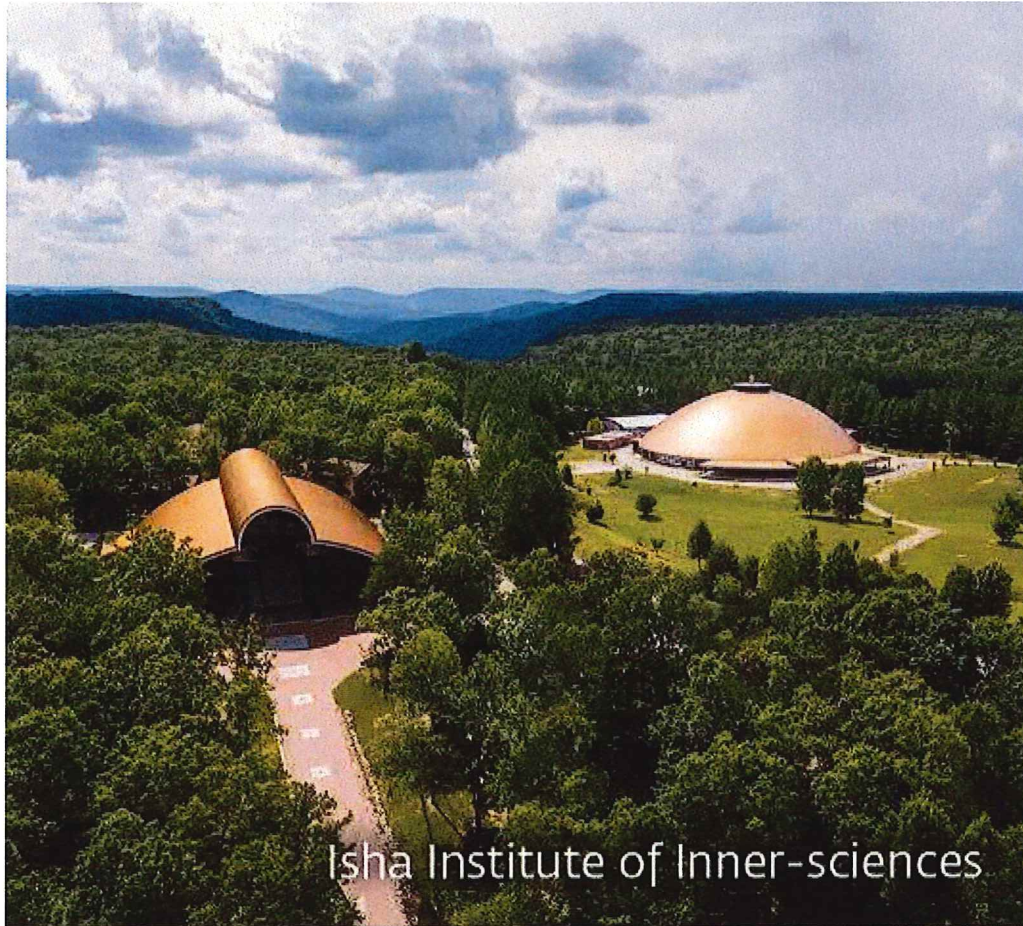
- Residents can create or pick their own designs based on their individual needs.
- Residents may engage architects of their choice to prepare custom plans in accordance with established design standards.
- The standards ensure a cohesive overall character while accommodating differences in design.
- Construction may be undertaken by contractors approved by the Foundation.

Solar-Powered, Sustainable Living

Sustainability is built into the core infrastructure of the development. The residential area will be primarily powered by solar energy. Benefits include:

- Clean, renewable electricity
- Reduced environmental impact
- Greater long-term energy efficiency

This is not symbolic sustainability, but infrastructure-level commitment to clean energy and conscious living. Modern comfort and ecological responsibility are considered complementary, not competing priorities.



Life Within the Ashram Ecosystem

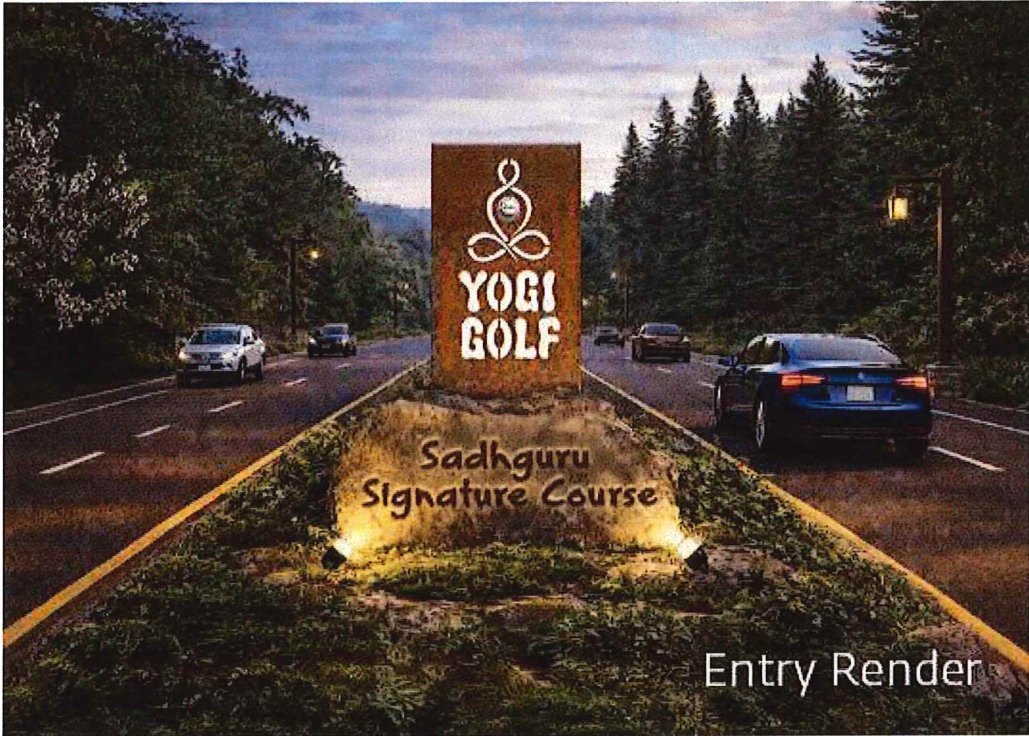
Yogi Golf Residential is located near the main ashram premises, allowing residents to participate in many aspects of daily ashram life.

- Consecrated spaces that support one's sadhana and inner wellbeing

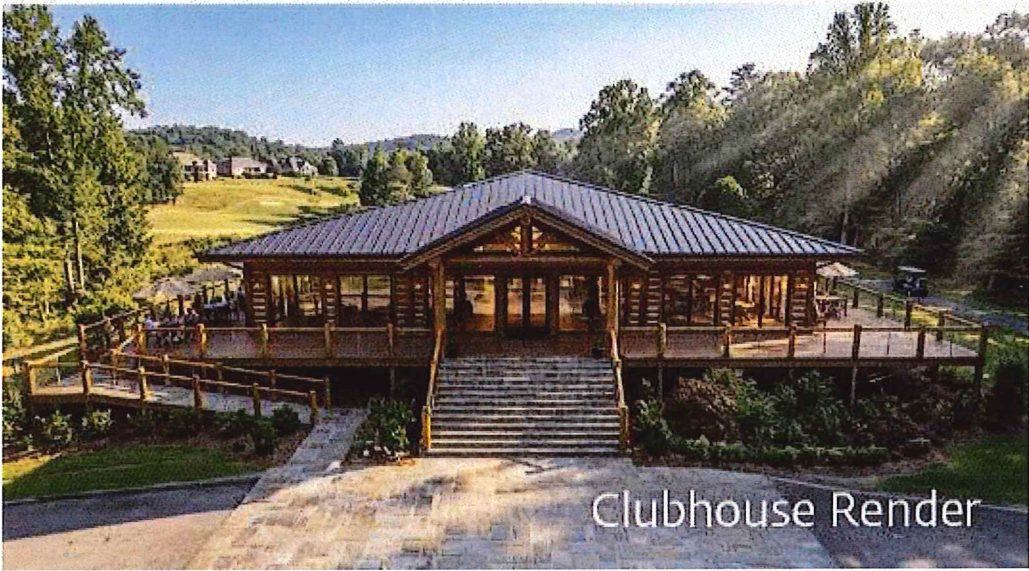
- Consciously prepared meals served in the ashram dining hall
- Opportunities to volunteer across a range of ashram activities
- Sports and recreational facilities, including the golf course
- Access to hiking trails with open views, and sunrise and sunset vistas

Eligibility & Privileges

- Each lot is offered under a 99-year lease. The leasehold may be transferred to family members or resold, subject to the Foundation's approval.
- Owners must have completed Inner Engineering.
- All residency and participation are subject to approval by the Foundation to ensure alignment with the intent and long-term vision for the space.



Entry Render



Clubhouse Render

FREQUENTLY ASKED QUESTIONS

How are utilities provided?

- Each lot will be connected to water, electricity, septic, and high-speed fiber-optic internet.
- Power for the community will be primarily generated through a centralized solar field, supplemented by rooftop solar and battery systems on individual homes. Electricity will be distributed through a community microgrid designed for reliability and efficiency, with backup generators available during periods of low solar production. Even if the utility grids are down, this community will have power.

- Water lines and fire hydrants will be installed in accordance with county requirements. Septic systems will be centrally managed within designated common areas. Landscaping services will be coordinated on a fee basis to ensure consistent upkeep.

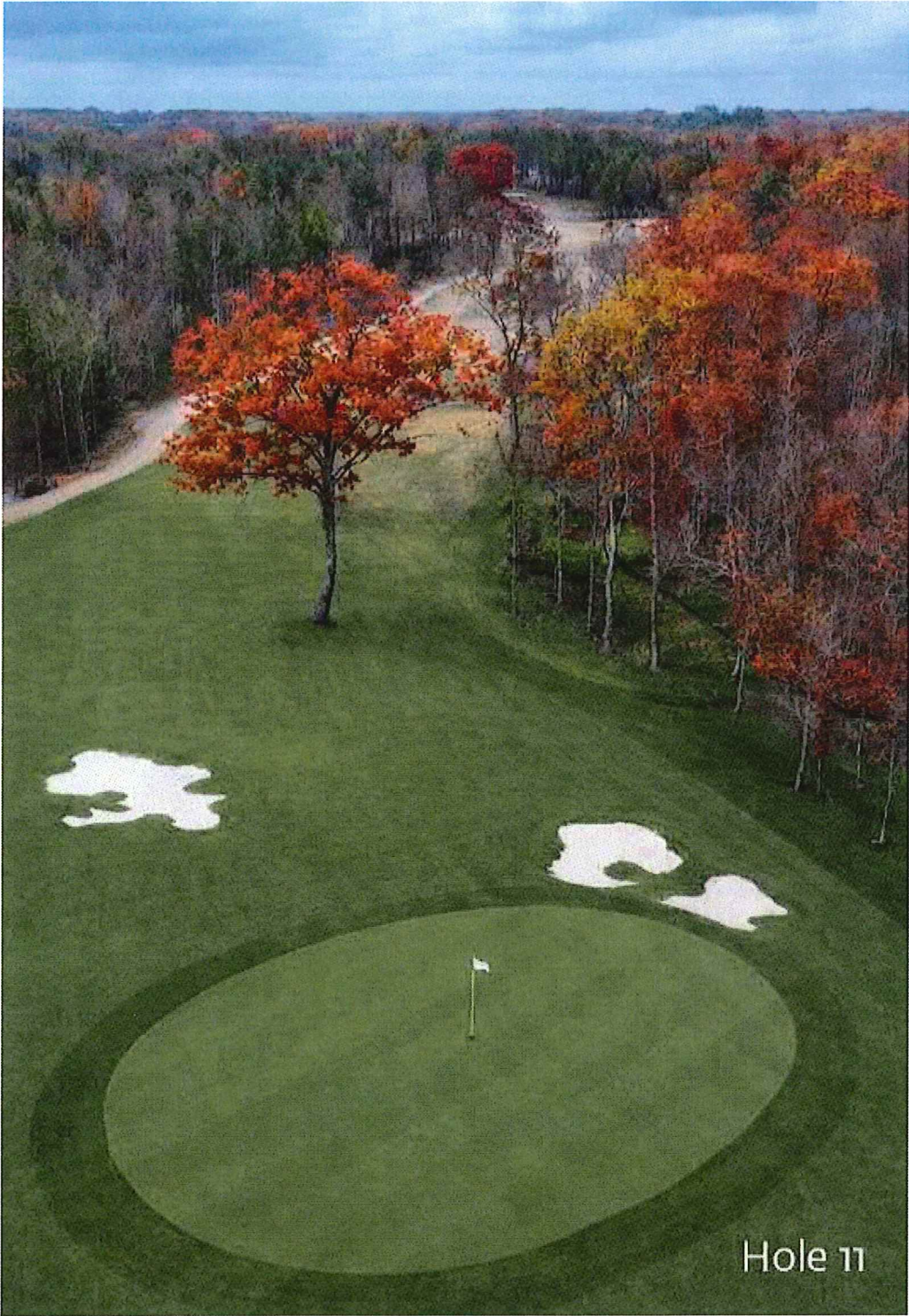
What makes the golf course unique?

- The golf course has been shaped under Sadhguru's guidance, with a focus on integrating sport with the natural landscape.

Is the golf course public or private?

- The golf course will be open to the public.

Security: This will be a gated community and streets will be private.



Hole 11

EXHIBIT D



STATE OF TENNESSEE
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
COOKEVILLE ENVIRONMENTAL FIELD OFFICE

1221 SOUTH WILLOW AVENUE
COOKEVILLE, TENNESSEE 38506

PHONE (931) 520-6688

STATEWIDE 1-888-891-8332

FAX (931) 432-6952

February 12, 2025

Mr. Saran Subramanian
Saran@ishausa.org
951 Isha Ln.
McMinnville, TN 37110

Certified Mail Return Receipt Requested
#9489 0090 0027 6486 7663 06

Re: **Notice of Violation**
Isha Foundation, Inc. Zone 5 Golf Course
TNR172592
Van Buren & Sequatchie Counties

Dear Mr. Subramanian:

On February 7, 2025, Division staff conducted an inspection at the above referenced property in order to determine compliance with the Tennessee Water Quality Control Act of 1977, and Aquatic Resources Alteration Permitting.

The site review indicated the following:

- Unnamed tributaries to Little He Creek have been impacted on the property with heavy equipment used to disturb soils, remove vegetation, and rock-armour the channel without an Aquatic Resources Alteration Permit (ARAP) being issued.

Unauthorized alterations of jurisdictional Waters of the State are violations of the *Tennessee Water Quality Control Act of 1977.*

- Erosion Prevention Sediment Control (EPSC) measures were not properly installed, and a buffer zone was not established between land-clearing activity and Little He Creek, causing pollution to Waters of the State.

The failure to maintain EPSCs and establish adequate water quality buffers is a violation of the *Tennessee Water Quality Control Act of 1977.*

Construction activity resulting in pollution to Waters of the State is a violation of the *Tennessee Water Quality Control Act of 1977.*

Mr. Subramanian
Isha Foundation, Inc. Golf Course
Notice of Violation
Page 2 of 8

- Twice-weekly inspections were not being recorded accurately and on time, with the last fully recorded inspection occurring on January 29, 2025.

The failure to implement and maintain your Storm Water Pollution Prevention Controls and Plan is a violation of the CGP and thus the *Tennessee Water Quality Control Act of 1977*.

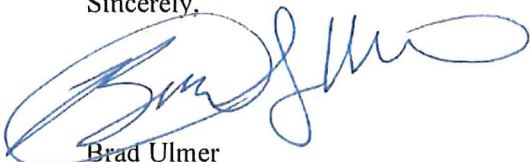
Required Actions

The following actions should be completed to bring the property and current site conditions into compliance with the Tennessee Water Quality Control Act and the ARAP.

- 1. Maintain all appropriate Erosion Prevention Sediment Controls (EPSCs).** EPSCs must be maintained, and sediment must be prevented from leaving the disturbance. Please submit photographic evidence that EPSCs have been installed correctly and maintained within fourteen (14) days of the receipt of this letter.
- 2. Prepare a corrective action plan (CAP) detailing measures to be taken to bring the site into compliance with the *Tennessee Water Quality Control Act of 1977*.** This CAP should include information about how the stream channel will be restored to the original conditions, how the riparian zone will be re-established, and how follow-up monitoring will be completed afterward to determine the success of stream restoration. The CAP should be submitted to the Cookeville Environmental Field Office by **March 12, 2025, by the close of business (4:30 pm CT)**.
- 3. Attend a Follow-up site meeting with Division Staff.** We would like to discuss violations at the site, updated site conditions, and needed actions to bring and maintain compliance with the Tennessee Water Quality Control Act of 1977. The meeting has been scheduled for **February 21, 2025, at 9:30 a.m. CST**, on site of the violations. If you prefer, a representative of your choosing may participate in your place or join you. If this date and time present a scheduling conflict, please contact the Cookeville Environmental Field Office to reschedule.

If you have questions about this correspondence, please contact Lindsay Acuff at 931-213-9435, or by email at Lindsay.Acuff@tn.gov.

Sincerely,



Brad Ulmer
Environmental Field Office Manager
Division of Water Resources
Cookeville Environmental Field Office

Attachments: Site investigation photos

Copy: Jessica Murphy, Enforcement and Compliance Unit Manager, Jessica.Murphy@tn.gov



Photo 1: Unpermitted alterations to unnamed tributary of Little He Creek.



Photo 2: Unpermitted alterations to unnamed tributaries of Little He Creek.



Photo 3: Unpermitted alterations to unnamed tributary of Little He Creek.



Photo 4: Silt fence installed incorrectly, allowing sediment to enter waters of the state.



Photo 5: Further sediment entering waters of the state, silt fence overtopped.



STATE OF TENNESSEE
TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
COOKEVILLE ENVIRONMENTAL FIELD OFFICE

1221 SOUTH WILLOW AVENUE
COOKEVILLE, TENNESSEE 38506

PHONE (931) 520-6688

STATEWIDE 1-888-891-8332

FAX (931) 432-6952

February 17, 2026

Mr. Saran Subramanian

Saran@ishausa.org

951 Isha Ln.

McMinnville, TN 37110

Certified Mail Return Receipt Requested

#9489 0090 0027 6486 7649 51

Re: **Notice of Violation**
Isha Foundation, Inc.
TNR172789
Van Buren & Sequatchie Counties

Dear Mr. Subramanian:

On November 17, 2025, Division staff conducted an inspection at the above referenced property in order to concur with the Hydrologic Determination Report submitted for a Construction General Permit application, and to determine compliance with the Tennessee Water Quality Control Act of 1977.

The site review indicated the following:

- An unnamed tributary to He Creek has been impacted on the property, with heavy equipment being used to disturb soils, remove vegetation, and rock-armour the channel without an Aquatic Resources Alteration Permit (ARAP) being issued.

Unauthorized alterations of jurisdictional Waters of the State are violations of the *Tennessee Water Quality Control Act of 1977.*

- An unnamed tributary to He Creek has been impacted on the property, with sediment from unauthorized land disturbance causing pollution to the channel without an Aquatic Resources Alteration Permit (ARAP) being issued.

Unauthorized alterations of jurisdictional Waters of the State are violations of the *Tennessee Water Quality Control Act of 1977.*

- Two non-isolated wetland features were impacted with sediment from construction activity, and in some places, graded without an Aquatic Resources Alteration Permit (ARAP) being issued.

Unauthorized alterations of jurisdictional Waters of the State are violations of the *Tennessee Water Quality Control Act of 1977*.

Required Actions

The following actions should be completed to bring the property and current site conditions into compliance with the Tennessee Water Quality Control Act and the ARAP.

- 1. Maintain all appropriate Erosion Prevention Sediment Controls (EPSCs).** EPSCs must be maintained, and sediment must be prevented from leaving disturbed areas and entering Waters of the State. Please submit photographic evidence that EPSCs have been installed correctly and maintained within fourteen (14) days of receipt of this letter.
- 2. Prepare a corrective action plan (CAP) detailing measures to be taken to bring the site into compliance with the *Tennessee Water Quality Control Act of 1977*.** This CAP should include information about how the stream channels and wetlands will be restored to the original conditions, how the riparian zone will be re-established, and how follow-up monitoring will be completed afterward to determine the success of the restoration. The CAP should be submitted to the Cookeville Environmental Field Office by **March 9, 2026, by the close of business (4:30 pm CST)**.

If you have questions about this correspondence, please contact Lindsay Acuff at 931-213-9435, or by email at Lindsay.Acuff@tn.gov.

Sincerely,



Brad Ulmer
Environmental Field Office Manager
Division of Water Resources
Cookeville Environmental Field Office

Attachments: Site investigation photos

Copy: Jessica Murphy, Enforcement and Compliance Unit Manager, Jessica.Murphy@tn.gov



Photo 2: Unauthorized wetland alteration cont.



Photo 3: Stream channel altered from sedimentation



Photo 4: Stream channel altered with sedimentation and unauthorized rock armoring outside of permit area.



Photo 5: Unauthorized pipe discharging construction stormwater into stream channel outside of permit area.