FARRIS MATHEWS BRANAN BOBANGO HELLEN & DUNLAP, PLC

ATTORNEYS AT LAW

HISTORIC CASTNER-KNOTT BUILDING 618 CHURCH STREET, SUITE 300 NASHVILLE, TENNESSEE 37219

Jamie R. Hollin jhollin@farrismathews.com Telephone: (615) 726-1200 Facsimile: (615) 726-1776

Writers Direct Dial: 615-687-4243

February 12, 2007

Sara Kyle, Chairman Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243 VIA ELECTRONIC & HAND DELIVERY

Re: Integrated Resource Management, Inc.'s ("IRM") Data Responses in Docket No. 07-0009 Flat Hollow.

Dear Chairman Kyle:

Please find IRM's data responses in the referenced docket enclosed herewith.

If I may be of further assistance in this matter, please do not hesitate to contact me. I am

Very truly yours,

Jamie R. Hollin

Enclosure

1. An estimated timeframe for construction of the system including estimated date construction will begin and the date it is estimated to end.

RESPONSE:

Construction should begin in March 2007 and should be completed by June 2007.

2.	The engineering and construction plans for the proposed area.
	RESPONSE:
	See attached.

SCAT FILTER TREATMENT SYSTEM AND DRIP EMITTER FIELD AN ADDITION TO THE IRN UTILITY, INC. DISTRICT. CAMPBELL COUNTY, TENNESSEE FLAT HOLLOW SUBDIVISION

FLAT HOLLOW SUBDIVISION SCAT FILTER TREATMENT & DRIP EMITTER SYSTEM

APPROVED FOR SUBMITTAL

JEFFREY W. COX, SR. IRN UTILITY, INC.

DEVELOPER: Jon Tombach 7939 S. County Road 25A Tipp City, Ohio 45371

DESIGN FLOWS

23 RESIDENTAL LOTS
14 THREE BEDROOM LOTS @ 300 GPD PEAK
9 TWO BEDROOM LOTS @ 200 GPD PEAK
TOTAL FLOW - 6,000 GPD/PEAK

SITE PLAN IREATMENT SYSTEM DETAIL TANKS

SHEET NDEX

SHEET SHEET

WASTE CONCENTRATIONS FINERING TREATMENT PLANT FROM COLLECTION SYSTEM PROJECTED MASTE CONCENTRATIONS ENTERING TREATMENT PLANT FROM COLLECTION SYSTEM BOD 130 - 150 mg/l 6.6 - 7.0 m TSS 30 - 50 mg/! AMMONIA AS NITROGEN 25 - 30 mg/!

PROJECTED GENERAL PERMIT REQUIREMENTS OF CONCENTRATIONS TO DRIP FIELD FROM TREATMENT PLANT BOD – 45mg/! AMMONIA AS NITROGEN – 25 mg/!

Mercury Dr

HWY 63

Old Middlesbord

CENERAL USACE STATEUEN!.
This plan set is bosed upon the expected flows and waste strengths listed above for the purpose of serving.
O.73 Lot residential Subdivision Any change in usage that would affect flows or waste strength. requires a review by this designer.

"Once a facility is placed into operation, the flows and waste strengths to the facility should be monitared if flow or any of the influent waste strengths exceed those listed in the design, measures should be taken to reduce these parameters to those listed on the plan set. Otherwise additional treatment capacity and plant expansion will be necessary

"Do not dispose of toxics or chemicals into system; such as restourant degreosers and cleansers, wax stripper for inoleum, carpet shampoo and it's waste products, other toxics." UTILITES SUCH AS POWER SOURCE, WATER SOURCE (FOR O & M) AND DEDICATED PHONE LINE SHALL BE INSTALLED AND LOCATED AT TIME OF PLANT INSTALLATION

ALL PUMPS, CONTROL PRAFLS, SPLITTER VALVES TO BE SIZED AND SUPPLIED BY-POLUMICS RESOURCES, INC. PO BOX 645 MHITE PINE, TN 37890

Remote Telemetry to be provided by High Tide Technologies, LLC.
Nashville, Tennessee 37203
619.256.66735
fox.615.256.6735

VICINITY MAP -NTS-

Flat Hollow
Marina Road

··00 **LENNESSEE** CAMPBELL 773MO33dS TILE PAGE 03/21/06 DISPOSAL FIELD JRW NOISINIABNS MOTTOH 1477

TREATMENT SYSTEM & DRIP EMITTER











DRAWN BY: DATE: SCALE: AS SHOWN

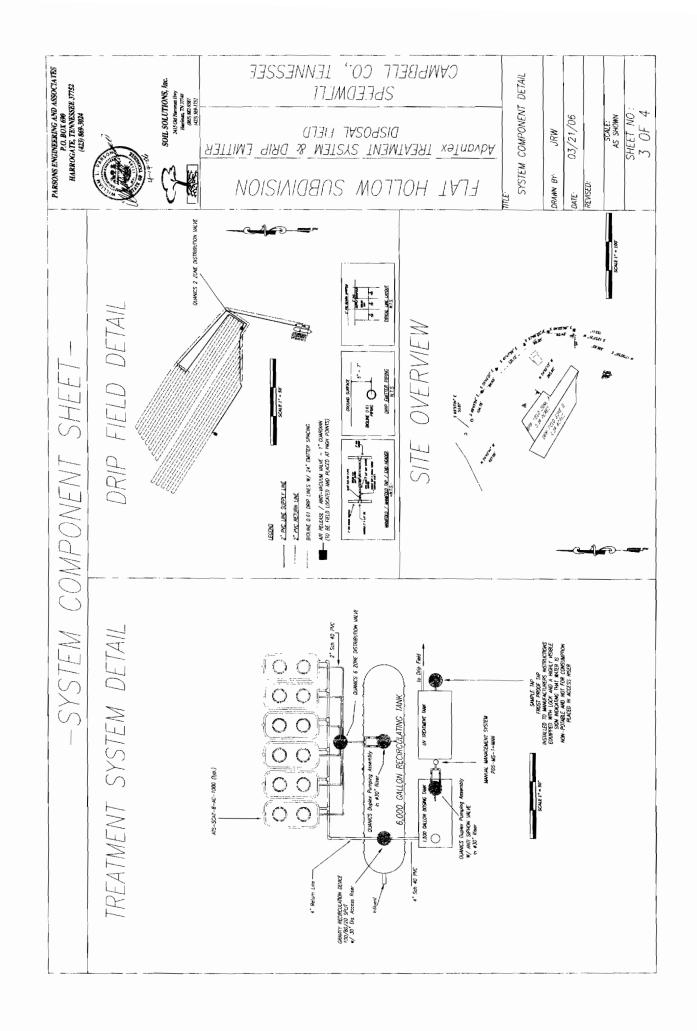
SHEET NO.: 1 OF 4

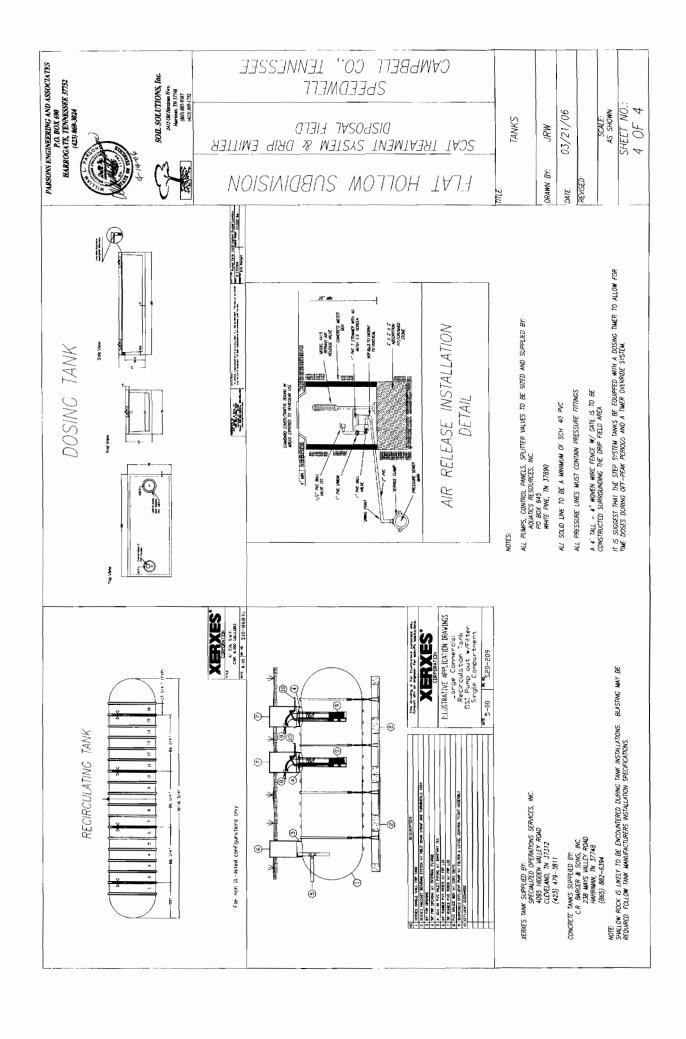
SOIL SOLUTIONS, Inc. 2415 Oct Hurinan they. Hurinan, TN 37748 (RGS) 882-937 (423) 589-1752

PARSONS ENGINEERING AND ASSOCIATES

HARROGATE, TENNESSER 37752 (423) 869-3024

PARSONS ENGINEERING AND ASSOCIATES P.O. BOX 600 HAROCATE, TENNESSEE 37752 (23) 86-304	SOUL SOLUTIONS, IAC. SOUL SOLUTIONS, IAC. MISCOLUTIONS, IAC. MI	mile. SITE OVERVIEM	ОРАМИ ВУ: JRW DATE: 03/21/06 REVISED:	SCALE: AS SHOWN SHEET NO.:
SIE OVERVIEW		(M) - 1 2 2 C C		





3. Please provide any estimates for growth for the first five years. Please include a breakdown of the class of customers served (residential, commercial, apartments, recreational, institutional etc.).

RESPONSE:

The customers will be full time residences, vacation residences or second homes, and vacation homes that are rented. The developer is building custom homes for lot owners and spec-homes for sale. The anticipated usage is as follows:

- 10 existing homes
 - 2 are vacation/second homes (residential)
 - 8 are vacation/rental homes (commercial)
- 13 empty lots

Estimated use:

- 1 full time owner (residential)
- 2 vacation/second homes (residential)
- 10 vacation/rental homes (commercial)

Build out is anticipated as follows:

- 4 in 2007
- 4 in 2008
- 4 in 2009
- 1 in 2010

4. Please provide the estimated amount of contributed capital to IRM once the system is transferred to IRM.

RESPONSE:

The estimated contributed capital including materials and labor is approximately \$185,000.00.

5. What is the size of the Flat Hollow Subdivision? How many acres? Please provide specifically, where Flat Hollow Subdivision is located?

RESPONSE:

The size of Flat Hollow Subdivision is 211,266 square feet or 4.85 acres. The subdivision is located at 36.24 degrees Latitude and 83.56 Longitude.

6.	A pro forma statement of the cost of operating the system and estimated revenues for
	he first five years.

RESPONSE: See attached.

		2007	2008	2009	2010	2011
Customers:	_					
Residential		6	10	14	15	15
Commercial		8	8	8	8	8
Total	_	14	18	22	23	23
Revenue:						
Residential	A/	\$2,528	\$4,213	\$5,898	\$6,320	\$6,320
Commercial	B/	7,200	7,200	7,200	7,200	7,200
Total Revenues	_	\$9,728	\$11,413	\$13,098	\$13,520	\$13,520
Expenses:						
Operation & Maintenance Expense	C/	\$1,504	\$1,933	\$2,363	\$2,470	\$2,470
Treatment System Expense	D/	1,047	1,346	1,645	1,719	1,719
Utility Expense	E/	218	281	343	359	359
Disposal Expense	F/	257	330	404	422	422
Sampling & Testing Expense	G/	1,176	1,512	1,848	1,932	1,932
Bill & Collecting Expense	H/	252	324	396	414	414
Miscelleaneous Expense	1/	67	86	106	110	110
Management Fees & Expenses	J/	806	1,037	1,267	1,325	1,325
TDEC Regulatory Expense	K/	87	112	137	144	144
Franchise & Excise Tax Expense	L/	138	177	216	226	226
Public Utility Ad Valorum Tax Expense	M/	160	205	251	262	262
Federal Tax Expense	N/	186	240	293	306	306
Total Expenses	_	\$5,898	\$7,584	\$9,269	\$9,690	\$9,690
Net Income	_	\$3,829	\$3,829	\$3,829	\$3,829	\$3,829

A/	Residential Customer Charge	\$35.11
	Months per Year	12
	Total Annual Residential Charge/Customer	\$421.32
B/	First 300 Gallons/Day	\$75.00
	Months per Year	12
	Total Annual Commercial Charge/Customer	\$900.00

- C/ O&M Expense = \$8.95/Month * Number of customers.
- D/ Treatment Expense = \$6.23/Month * Number of customers.
- E/ Utility Expense = \$1.30/Month * Number of customers.
- F/ Disposal Expense = \$1.53/Month * Number of customers.
- G/ Sampling & Testing Expense = \$7.00/Month * Number of customers.
- H/ Billing & Collecting Expense = \$1.50/Month * Number of customers.
- Miscellaneous Expense = \$0.40/Month * Number of customers.
- J/ Management Expense = \$4.80/Month * Number of customers.
- K/ TDEC Expense = \$0.52/Month * Number of customers.
- L/ F&E Tax Expense = \$0.82/Month * Number of customers.
- M/ Ad Valorum Tax Expense = \$0.95/Month * Number of customers.
- N/ Federal Tax Expense = \$1.11/Month * Number of customers.

7. An estimate of the maximum capacity of the system being installed in Flat Hollow Subdivision.

RESPONSE:

The maximum capacity of the Flat Hollow Subdivision is approximately 6,000 gallons per day

8. The pre-filed testimony stated that there would be 22 residential customers; however, the tariff was submitted to include both commercial and residential properties. The tariff states that the residential rate of \$35.11 will apply unless the owner rents the unit to the public for any portion of the year and then the commercial rates will apply. Additionally, the tariff states that the commercial rate will be determined based upon total projected gallons per day. Who will determine, and how will it be determined to convert from residential to commercial status/rates? How will the projected gallons be determined? If the home is occupied by the owner during a portion of the year, will that portion be billed as residential?

RESPONSE:

The rate classification will be determined by IRM upon the customer's execution of the SEWER SUBSCRIPTION CONTRACT that was filed with the TRA as Sheet TRA#2- IRM Utility, Inc. Rules and Regulations – Tariff, ATTACHMENT #1. This sheet was amended after approvals of our initial petitions that included this type of billing. A copy of this agreement is attached. The projected usage is estimated as 100 gallons per bedroom by the system designing engineers. However, IRM is amenable to transferring the customer off the commercial tariff if the customer later expects to stay at the residence for extended times and requests to be converted to the residential tariff.

SEWER SUBSCRIPTION CONTRACT

4444	Printed Name
	Address of Property
·9##	Mailing Address
	Telephone Number
abo	creby make application to IRM Utility, Inc. (IRM) for sewer service at the address of property stated ve. In consideration of the undertaking on the part of IRM to furnish sewer service, I understand, enant and agree as follows:
1.	I understand that components of a sewer system have been installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by IRM. I warrant that any connection to and/or subsequent use to this system by the components on my property shall be in accordance with the Rules and Regulations and Plans of IRM. Regarding my usage of the system components on my property, which are owned by me, I covenant to follow the guidelines set forth in the <u>Biological Users Manual</u> (List of Required Practices). Should I violate these Rules and/or abuse or damage my components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of IRM.
2.	I acknowledge IRM, its successors and assigns have a perpetual easement in, over, under and upon the above specified land as shown on the property plat, with the right to operate and repair all components of the sewer system on my property, including but not limited to the septic tank, the STEG (Septic Tank Effluent Gravity) or STEP (Septic Tank Effluent Pumping) system. I further grant IRM permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.
3.	For all other plumbing and structures on the property, including the out fall line to the septic tank, I agree that I am responsible for all operation and repair thereof.
4.	I hereby authorize IRM to purchase and install a cutoff valve on my side of my water meter and grant IRM exclusive right to use such valve in accordance with its Rules and Regulations. However, the use of this valve does not in any way relieve me of my obligation to pay for water service to the service provider.
5.	I understand and agree to pay a security deposit of \$60.00, to promptly pay for service at the then current schedule of rates and fees and agree to abide by and be subject to IRM's billing and cutoff procedures. Should I not pay in accordance with IRM's Rules, I agree to pay all costs of collection, including attorney fees.
6.	I accept the current Rules and Regulations and the Rates and Fees Schedule and agree to abide by any amendments to such Schedules.
7.	I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above-described property. When such circumstances no longer exist, I agree to provide notice to IRM at least thirty (30) days in advance of my vacating the property.
	Residential Rental (Commercial) mber of Bedrooms
	Subscribers Signature Date

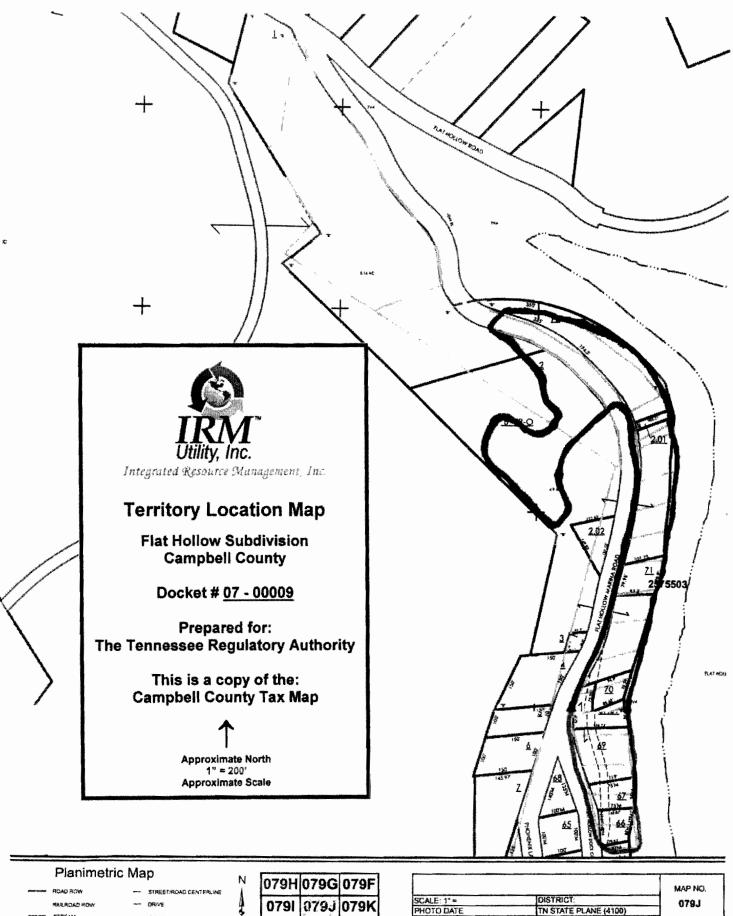
SEWER SUBSCRIPTION CONTRACT

htutu	Printed Name		
***************************************	Address of Property		######################################
*****	Mailing Address	erick in 1888 (1986) (1988 - Promision of the Community o	and the state of t
********	Telephone Number	and the second s	
abo	nereby make application to IRM Utility, Inc. (IRM) is ove. In consideration of the undertaking on the particle ovenant and agree as follows:		
1.	I understand that components of a sewer system has which is owned or occupied by me, and which is to owned and/or maintained by IRM. I warrant that system by the components on my property shall be Plans of IRM. Regarding my usage of the system me, I covenant to follow the guidelines set forth it Practices). Should I violate these Rules and/or abut must bear the expense to repair or replace the same is	any connected with a wastewa any connection to and/or sub- in accordance with the Rules at components on my property, w in the <u>Biological Users Manual</u> ase or damage my components,	ter disposal system sequent use to this and Regulations and thich are owned by [(List of Required I understand that I
2.	I acknowledge IRM, its successors and assigns have above specified land as shown on the property plat, of the sewer system on my property, including but Tank Effluent Gravity) or STEP (Septic Tank Epermission to enter upon my property for any reason service or collection therefore.	with the right to operate and rep t not limited to the septic tank, iffluent Pumping) system. I	pair all components the STEG (Septic further grant IRM
3.	For all other plumbing and structures on the prope agree that I am responsible for all operation and repa		o the septic tank, I
4.	I hereby authorize IRM to purchase and install a cu IRM exclusive right to use such valve in accordance of this valve does not in any way relieve me of my provider.	with its Rules and Regulations	. However, the use
5.	I understand and agree to pay a security deposit of current schedule of rates and fees and agree to ab procedures. Should I not pay in accordance with I including attorney fees.	ide by and be subject to IRM's	billing and cutoff
6.	I accept the current Rules and Regulations and the amendments to such Schedules.	Rates and Fees Schedule and ag	ree to abide by any
7.	I agree that this Agreement shall remain in effect for described property. When such circumstances no lot thirty (30) days in advance of my vacating the property.	nger exist, I agree to provide no	or rent the above- tice to IRM at least
Nı	Residential Rental (Commercial) lumber of Bedrooms allons per Day	Subscribers Signature	Date

Customer Copy

9. Please provide a readable map of the proposed area. The one provided with the Petition was illegible.

RESPONSE: See attached.



- MOGES

N	079H	079G	079
1	0791	079j	079
	079P	0790	079

		MAP NO.
SCALE: 1"=	DISTRICT:	079J
PHOTO DATE	TN STATE PLANE (4100)	0,00
COMPILED March 2004	NAD 83 (90) NAVD (88)	
LAST REVISION	CITY OF:	

