

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

IN RE:

**PETITION OF INTEGRATED RESOURCE
MANAGEMENT, INC. d/b/a IRM UTILITY, INC.
TO AMEND ITS CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY TO SERVE
AN AREA IN SEVIER COUNTY, TENNESSEE
KNOWN AS COVE CREEK RESORT**

Docket No. 10-00122

RECEIVED
2010 JUN 16 4:19 21
T.R.A. DOCKET ROOM

**PETITION TO AMEND
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Integrated Resource Management, Inc. d/b/a IRM Utility, Inc. ("IRM"), by and through its undersigned counsel, hereby petitions the Tennessee Regulatory Authority ("Authority") to amend its Certificate of Public Convenience and Necessity to expand its service area to include a portion of Sevier County, Tennessee known as Cove Creek Resort ("Cove Creek").

In support of its Petition, IRM submits the following:

1. A copy of IRM's Certificate of Formation and Filing Information, on file with the Secretary of State for the State of Tennessee, is attached hereto collectively as **Exhibit A**;
2. The Commercial Utility Services Agreement ("Agreement") entered between IRM, Custom Crafted Properties, Inc., the developer of the proposed service area, and the Cove Creek Resort Owners Association, attached hereto as **Exhibit B**;
3. Maps of the proposed service area, located in Sevier County, Tennessee, attached hereto collectively as **Exhibit C**;

COPY

4. A letter from Mr. Larry Waters, Mayor of Sevier County, Tennessee, assuring the Authority that Sevier County does not plan to provide sewer to the proposed service area, is attached hereto as **Exhibit D**;

5. IRM's prescribed Implementation Plan. The proposed service by IRM is a special contract service with commercial applications. Cove Creek will open and begin renting spaces immediately, with the clubhouse, pool, and recreation areas being used without delay. Therefore, IRM will bill a monthly minimum amount, based on the design capacity.

As additional commercial customers are added to the strip mall, these customers will be included and served, making up less than twenty-four percent (24%) of the design flow. The developer indicates they will wait until after the second quarter of 2010 to evaluate the economic climate. At that time, they will decide either to move forward, opening by the 2010 Holiday Season, or to put the project on hold.

IRM will be able to operate the system on the fixed budget of the campground, independent of whether or not the commercial development is completed. IRM's prescribed Implementation Plan, including the build-out of the system over the next five (5) years is attached hereto as **Exhibit E**;

6. At the request of IRM, the Tennessee Department of Environment and Conservation ("TDEC") has issued State Operating Permit Number SOP-08013, which was issued by letter dated June 30, 2009, and is attached hereto as **Exhibit F**;

7. An Irrevocable Letter of Credit on behalf of IRM, on file with the Authority, is attached hereto as **Exhibit G** for the convenience of the Authority;

8. A copy of IRM's most recent Financial Statement, its 2009 Annual Report, on file with the Authority, is attached hereto as **Exhibit H**;

9. IRM's proposed Tariffs are attached hereto as **Exhibit I**;

10. The Pre-filed Direct Testimony of Jeffrey W. Cox, Sr., President of IRM, is attached hereto as **Exhibit J**.

Upon approval, the construction of the system will take approximately 30 days to complete. The estimated value of the contribution in aid of construction of the initial wastewater system is approximately \$493,618.00.

WHEREFORE, PREMISES CONSIDERED, Integrated Resource Management, Inc. d/b/a IRM Utility, Inc. respectfully requests that the Tennessee Regulatory Authority grant its Petition to amend its Certificate of Public Convenience and Necessity to serve an area in Sevier County, Tennessee known as Cove Creek Resort.

Respectfully submitted,

FARRIS MATHEWS BOBANGO PLC

By:



Reen L. Locker, BPR No. 027384

618 Church Street, Suite 300

Nashville, Tennessee 37219

Telephone: (615) 726-1200

Facsimile: (615) 726-1776

Email: rlocker@farrismathews.com

Attorney for Integrated Resource Management, Inc.

d/b/a IRM Utility, Inc.

List of Exhibits

<u>Name</u>	<u>Exhibit</u>
Certificate of Formation	A
Utility Services Agreement	B
Proposed Service Area Maps	C
County Mayor Letter	D
Implementation Plan	E
State Operating Permit	F
Letter of Credit	G
Financial Statement	H
Proposed Tariffs	I
Pre-Filed Testimony	J

Exhibit A

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Entity Detail

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000237604: Corporation For-Profit - Domestic**Name:** INTEGRATED RESOURCE MANAGEMENT, INC.**Old Name:****Business Type:****Status:** Active**Initial Filing:** 02/20/1991**Formed in:** Jefferson County**Delayed Effective Date:****Fiscal Year Close:** December**AR Due Date:** 04/01/2010**Term of Duration:** Perpetual**Inactive Date:****Principal Office:** 3444 ST. ANDREWS DR.
BANEERRY, TN 37890 USA**Annual Report:** 3444 ST. ANDREWS DR.
Mailing Address: BANEERRY, TN 37890 USA**AR Exempt:** No**Shares of Stock:** 5,000**Assumed Names****History****Registered Agent**

Name	Status	Date	Expires
IRM UTILITY, INC.	Active	02/16/2007	02/16/2012

[Printer Friendly Version](#)

Division of Business Services
312 Rosa L. Parks Avenue, Snodgrass Tower, 6th Floor
Nashville, TN 37243
615-741-2286

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STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

Filing Information

Name: **INTEGRATED RESOURCE MANAGEMENT, INC.**

General Information

Control # :	237604	Formation Locale:	Jefferson County
Filing Type:	Corporation For-Profit - Domestic	Date Formed:	02/20/1991
Filing Date:	02/20/1991 2:20 PM	Fiscal Year Close	12
Status:	Active		
Duration Term:	Perpetual		
Public/Mutual Benefit:	Mutual		

Registered Agent Address

JEFFREY W COX SR
3444 ST ANDREWS DR
BANEERRY, TN 37890 USA

Principal Address

3444 ST. ANDREWS DR.
BANEERRY, TN 37890 USA

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
04/06/2009	2008 Annual Report	6508-2835
04/01/2008	2007 Annual Report	6281-0707
03/15/2007	2006 Annual Report	5985-1714
02/16/2007	Assumed Name	5948-2825
03/03/2006	2005 Annual Report	5705-1510
04/27/2005	2004 Annual Report	5443-0713
03/30/2004	2003 Annual Report	5089-0696
04/04/2003	2002 Annual Report	4784-2011
03/31/2003	Articles of Amendment	4773-2047
	Shares of Stock Changed	
01/23/2002	2001 Annual Report	4400-1924
09/26/2001	1999 Annual Report	4306-0041
09/26/2001	2000 Annual Report	4306-0042
09/26/2001	Reinstatement	4306-0043
09/17/1993	Dissolution/Revocation - Administrative	ROLL 2737
06/18/1993	Notice of Determination	ROLL 2704

Filing Information

Name: **INTEGRATED RESOURCE MANAGEMENT, INC.**

09/21/1992 CMS Annual Report Update

2552-1566

Fiscal Year Close Changed

08/21/1992 Notice of Determination

ROLL 2532

02/20/1991 Initial Filing

2088-0027

Active Assumed Names (if any)

IRM UTILITY, INC.

Date

Expires

02/16/2007

02/16/2012

Exhibit B



Integrated Resource Management, Inc.

a privately owned public utility

P.O. Box 642

3444 Saint Andrews Drive

White Pine, Tennessee 37890

Telephone (Vol) 674-0828

Facsimile (Vol) 674-2352

Toll Free (877) 746-2910

COMMERCIAL UTILITY SERVICES AGREEMENT

This Commercial Utility Services Agreement (the "Agreement") is made and entered into effective the 18th day of July, 2008, by and between Integrated Resource Management, Inc. d/b/a IRM Utility, Inc., a Tennessee corporation, with its principal office located at 3444 Saint Andrews Drive, White Pine, Tennessee, 37890 (the "Utility"), Custom Crafted Properties, Inc., a Tennessee corporation, with its principal office located at 3303 Wears Valley Road, Sevierville, Tennessee 37862 (the "Developer"), and Cove Creek Resort Owners Association, Inc., a Tennessee nonprofit corporation, with its principal office located at 3202 Wears Valley Road, Sevierville, Tennessee, 37862 (the "HOA"), (collectively, the "Parties").

Recitals:

1. Developer is the record owner of Cove Creek Resort (the "Development") as shown in Warranty Deed Book 2449, and Page 376, in the Sevier County, Tennessee Register of Deeds Office;

2. Developer shall construct and install a sewage collection, treatment, and disposal system (the "System") in the Development and shall convey and deliver the System to the Utility for the purpose of providing wastewater services to the Development upon completion of the construction and installation of the System;

3. The Parties enter into this Agreement to establish the terms and conditions for construction, installation, operation, maintenance, and conveyance of the System.

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

1. The Developer shall construct and install the System to serve the Development in accordance with drawings, plans, and specifications selected and approved by Utility's engineers or representatives. The repair, maintenance, and replacement of the System installed to serve the Development shall be the responsibility of the Utility after the construction of the System is complete and accepted by the Utility.

2. In the event the Utility determines that the Developer's obligations and duties hereunder require a performance bond, irrevocable letter of credit, or other appropriate financial security, the Developer, upon receipt of written notice, shall so provide naming the Utility as beneficiary.

3. The Developer shall provide for the payment of all necessary engineering and construction costs and/or fees. The Developer shall perform all of the work necessary for the complete and final installation of the System in accordance with the drawings, plans, and specifications approved by Utility's engineers or representatives.

4. Construction of the System shall be subject to the supervision and approval of Utility. The Utility shall have a right of inspection throughout the progress of the work. Developer agrees that it shall not backfill soils over or cover any pipe, fittings, or connections until first inspected and approved by Utility.

5. The Developer shall pay the representative of the Utility, IRM C&C Company, a non-refundable amount equal to ten percent (10%) of the estimated construction cost of the System for the expenses incurred by the for the inspection and permitting process.

6. The Utility shall petition the Tennessee Regulatory Authority ("TRA") for a Certificate of Public Convenience and Necessity ("CCN") for the Development. The Developer shall apply and provide for the payment of any fees necessary for a state operating permit to be issued in the name of the Utility by the Tennessee Department of Environment and Conservation ("TDEC"). In the event that the CCN is not issued by the TRA or the state operating permit is not issued by TDEC, the Developer agrees to release, indemnify, and hold the Utility harmless from any and all obligations associated with the Development.

7. The Developer shall have the duty to immediately repair, all breaks, leaks, or defects in the System of any type which occur within one (1) year from the date the System is accepted by the Utility. In the event that the Developer shall fail to make such immediate repairs, then the Utility shall be authorized to make such repairs at the sole cost and expense of the Developer. If the Developer fails to reimburse Utility for any costs associated with these repairs within thirty (30) days of receipt of a written demand for payment, Utility will also be entitled to recover any attorneys' fees, court costs, and any other expenses incurred to recover costs and expenses associated with repair of the system.

8. Developer shall facilitate, execute, and record Restrictive Covenants and Bylaws for the Development (the "Bylaws"). Upon the conveyance and termination of any and all of the Developer's rights to the Development (the "Conveyance Date"), the Developer, including any successor-in-interest thereto, shall require, and the HOA, including any successor-in-interest thereto, shall accept, the terms and conditions of the Bylaws. The Bylaws shall contain, among other provisions inapplicable to Utility, the

material terms and conditions as reflected in Exhibit A, which is incorporated herein by this reference and attached hereto. The Utility shall charge and Developer shall pay a monthly fee pursuant to its commercial tariff, as from time to time amended, on file with the TRA irrespective of the occupancy within the Development. Beginning the day after the Conveyance Date, the Utility shall charge and HOA shall pay a monthly fee pursuant to its commercial tariff, as from time to time amended, on file with the TRA irrespective of the occupancy within the Development.

9. Upon the issuance of the CCN to the Utility by the TRA, the Developer will turn over any and all funds collected from third parties for the purpose of operating the System.

10. Nothing contained herein shall be construed so as to restrict the Utility's right to increase the capacity or to extend the System as it may, in its sole discretion, deem appropriate, including extension of the System for the purpose of providing wastewater sewer service to customers outside of the Development.

11. The Developer hereby represents and warrants that all materials and labor attributable to the System shall be paid in full at the time of the completion of construction and installation of the System and that the System shall be free from any and all liens and encumbrances. Such representation shall survive the conveyance of the System by the Developer to the Utility, as required by paragraph 12 of this Agreement.

12. The Developer hereby represents and warrants that the System will be in conformance to the plans and specifications approved by the Utility.

13. Upon the Utility's acceptance of the System, the Developer shall convey all right, title, and interest in and to the System to the Utility. The Developer shall, upon request of the Utility, execute and deliver any and all documents necessary to convey the System and to grant the Utility a perpetual easement that runs with the land in and to the real property surrounding the System to such extent necessary for access to inspect, repair, replace and maintain the System. Specifically, the Developer will provide area, easements, or platted lots required for the Utility to service the Development.

14. If any part of this Agreement for any reason shall be declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any remaining portion, which shall remain in full force and effect; provided, however, that in the event a part of this Agreement is declared invalid and the invalidity or enforceability of such part has the effect of materially altering the obligations of any Party under this Agreement, the Parties agree, promptly upon such declarations being made, to negotiate in good faith to amend this Agreement so as to put such Party in a position substantially similar to the position such Party was in prior to such declaration.

15. No Party shall have any right to assign this Agreement or any of their respective rights or obligations under this Agreement to any third party except by operation of law or with the prior written consent of the other Parties; such consent shall not be unreasonably delayed, conditioned, or withheld. The Utility shall have no right to assign, transfer, convey, pledge, or hypothecate the permits or any interest thereto without any necessary approval of TDEC, and the prior written agreement of the purchaser or assignee to be bound by the terms and conditions of this Agreement.

16. The terms and conditions of this Agreement and the performance thereof shall be interpreted in accordance with and governed by the laws of the State of Tennessee; irrespective of its conflicts of law principles. Any claim, dispute, or other matter in question arising out of or relating to this Agreement or the breach thereof, except for claims which have been waived pursuant to this Agreement, shall be governed by the laws of Tennessee and all actions shall be instituted and litigated in the State of Tennessee in the Davidson County courts, and the Parties hereto submit to the jurisdiction of said courts. In any litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the losing party.

17. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or understandings of the parties with regard to the subject matter hereof. No interpretation, change, termination, or waiver of any provision hereof shall be binding upon a Party unless in writing and executed by the other Party. No modification, waiver, termination, recession, discharge, or cancellation of any right or claim under this Agreement shall affect the right of any Party hereto to enforce any other claim or right hereunder.

18. This Agreement shall not be amended or modified except in writing signed by the Parties hereto.

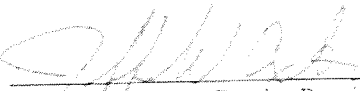
19. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same document. An electronic signature shall be deemed an original. The signatories represent and warrant to the other that each is respectively authorized to act on behalf of and bind the Party to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and date first above written.


[SIGNATURE PAGE FOLLOWS]



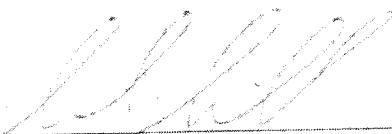
INTEGRATED RESOURCE MANAGEMENT, INC.
d/b/a IRM UTILITY, INC.

By: 
Jeffrey W. Cox, Sr., its President

CUSTOM CRAFTED PROPERTIES, INC.

By: 
Name: Michael Mireen
Title: President

COVE CREEK RESORT OWNERS ASSOCIATION, INC.

By: 
Name: Michael Mireen
Title: President

Attachment of Exhibit A to be finalized when Restrictions and Covenants are provided by the Developer.

Exhibit C

083° 39.0000' W

083° 38.5000' W

083° 38.0000' W

083° 37.5000' W

035° 44.0000' N

035° 43.5000' N

035° 43.0000' N

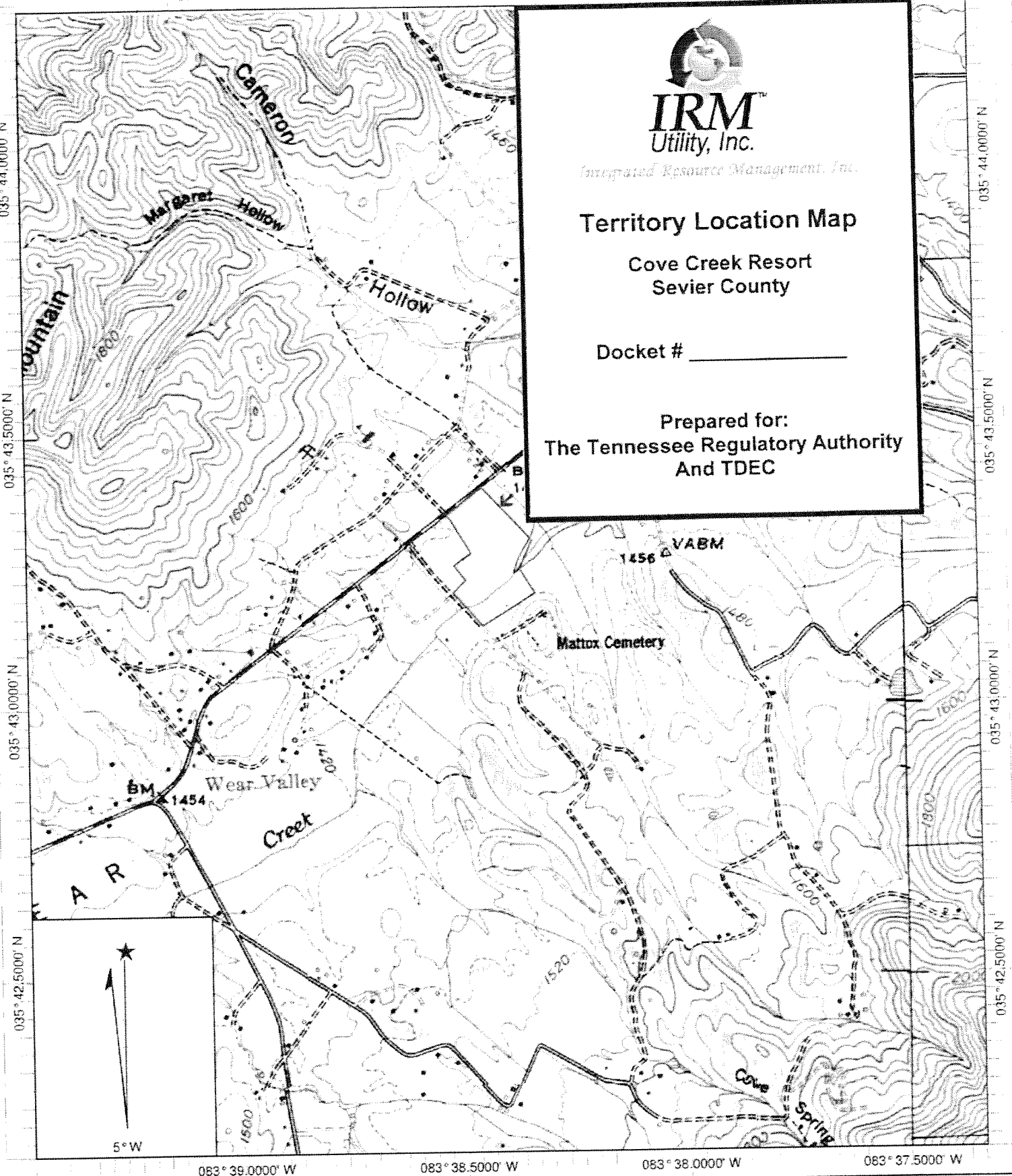
035° 42.5000' N

035° 44.0000' N

035° 43.5000' N

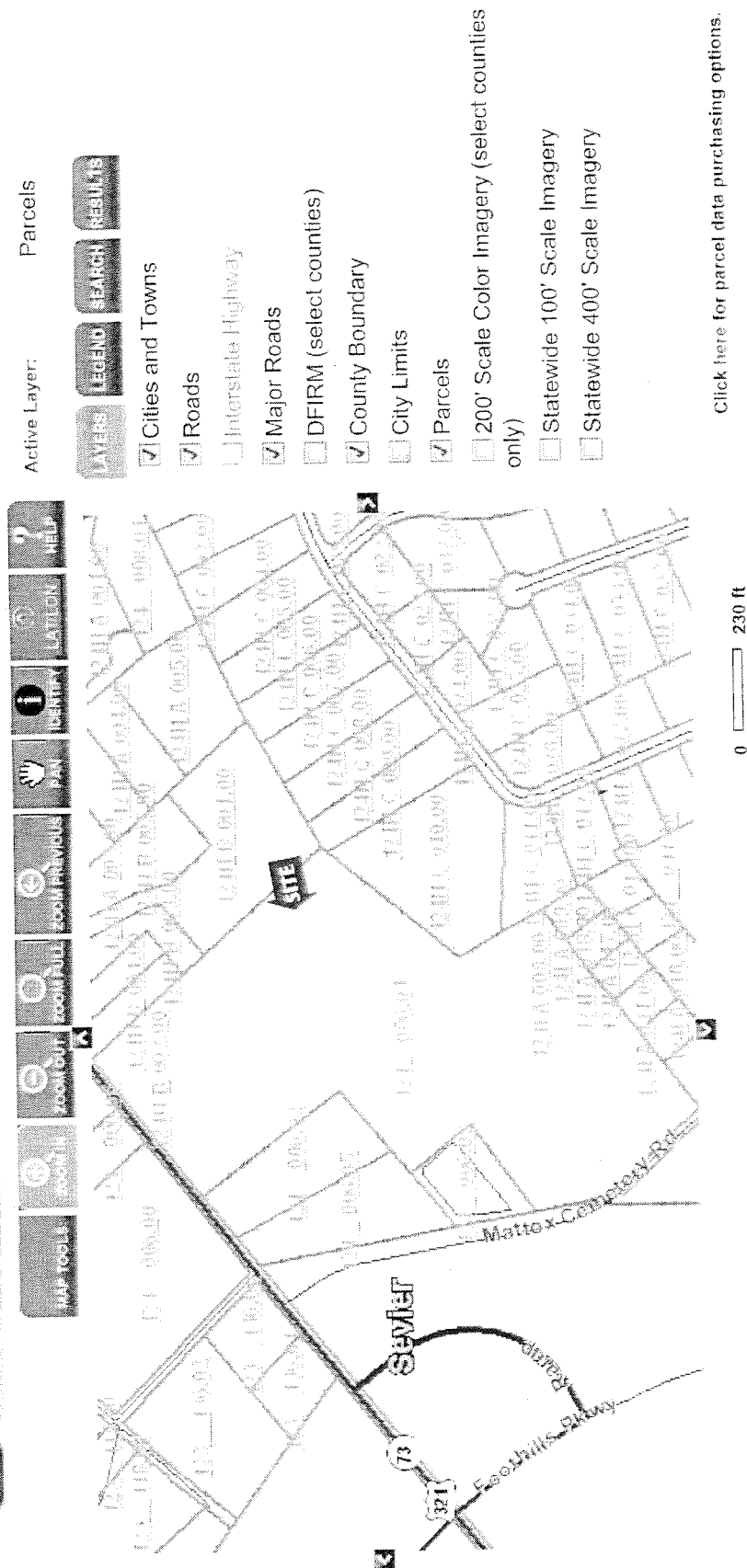
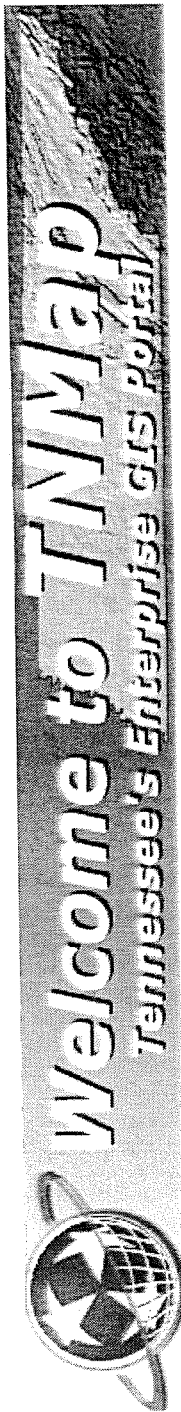
035° 43.0000' N

035° 42.5000' N



Name: WEAR COVE
Date: 6/13/2007
Scale: 1 inch equals 1333 feet

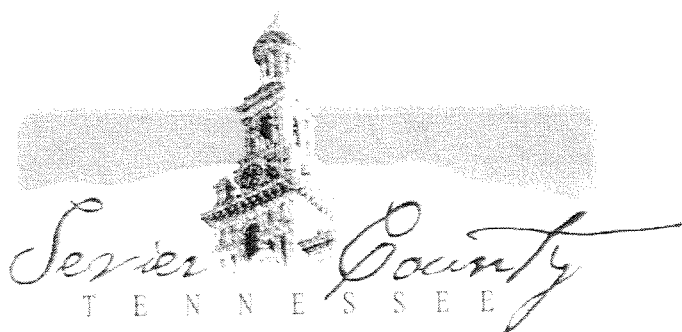
Location: 035° 43.2307' N 083° 38.4019' W
Caption: Cove Creek Resort and RV Park Location Map



[Click here for parcel data purchasing options.](#)

Exhibit D

Telephone 865.453.6136
Fax 865.453.6830
E-mail: lwaters@seviercountyttn.org



125 Court Avenue
Suite 201E
Sevierville, TN 37862

September 2, 2009

Larry Waters *County Mayor*

IRM Utility, Inc.
Mr. Jeffrey W. Cox, Sr.
PO Box 642
White Pine, TN 37890

RE: Cove Creek Resort
Parcel 124 - 6.01
303 Wears Valley Road
Sevierville, TN

Dear Mr. Cox:

In response to your letter of August 14, 2009, Sevier County has no plans to provide sewer to the property identified as the Cove Creek Resort, which is located on Wears Valley Road, during the next twelve months.

Sincerely,

A handwritten signature in dark ink, appearing to read "Larry Waters", written over a horizontal line.

Larry Waters
County Mayor

Exhibit E

Cove Creek Resort

Sevier County

Projected Commercial Build-out Plan

Total Number of Commercial Customers

Year	Campground HOA	Strip-mall Commercial
2010	1	0
2011	1	2
2012	1	2
2013	1	3
2014	1	4
2015	1	4

The expected build-out is conservative with low water use non-food service commercial customers. There may be more tenants and there may be a small restaurant which will be able to be served due to the treatment plant capacity. The restaurant will be billed as a food service entity allowing for the extra maintenance of the system as required for food service customers.

*Estimated System Expenses & Revenues for Five Years

	2010 6 months	2011	2012	2013	2014	2015
Expenses						
	11,241.10	28,525.76	28,822.69	30,822.69	31,822.69	31,822.69
Commercial Revenue		2	2	3	4	4
	-0-	5,040.00	5,040.00	7,560.00	10,080.00	10,080.00
Campground Revenue (Fixed/Volume)						
	12,099.96	24,199.92	24,199.92	24,199.92	24,199.92	24,199.92
Total Revenue						
	12,099.96	29,239.92	29,239.92	31,759.92	34,279.92	34,279.92

- * This is assuming that the two (2) tenants in the strip mall use is fifty percent (50%) of the design capacity allocated for that area and the other two (2) to four (4) tenants use the other fifty percent (50%) of the design capacity allocated for that area. This value is conservative in that the Tariff Rate for Commercial without food preparation was considered.

The proposed build-out and what the developer markets the project as is dependent on the developer's selling strategy. IRM Utility, Inc. works with the developer's plans as reported by the developer and future customers as contracted. The final true customer base and rates will be determined by the actual sales to buyers and the available capacity of the system with consideration of the buyers' intended use. IRM Utility, Inc. will consult, mandate use, and aid in the sales as capacity is utilized of the treatment system.

Exhibit F



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
401 CHURCH STREET
L & C ANNEX 6TH FLOOR
NASHVILLE TN 37243-1534

June 30, 2008

Mr. Jeffrey W. Cox,
President
IRM Utility, Inc.
P.O. BOX 642
White Pine, TN 37890

Re: State Operating Permit No. SOP-08013
IRM Utility Inc—Cove Creek Resort
Sevierville, Sevier County, Tennessee

Dear Mr. Cox:

In accordance with the provisions of the "Tennessee Water Quality Control Act" (Tennessee Code Annotated Sections 69-3-101 through 69-3-120) the enclosed State Operating Permit is hereby issued by the Division of Water Pollution Control. The continuance and/or reissuance of this Permit is contingent upon your meeting the conditions and requirements as stated therein.

Please be advised that you have the right to appeal any of the provisions established in this State Permit, in accordance with Tennessee Code Annotated, Section 69-3-110, and the General Regulations of the Tennessee Water Quality Control Board. If you elect to appeal, you should file a petition within thirty (30) days of the receipt of this permit.

If you have questions, please contact the Division of Water Pollution Control at your local Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Hari Akunuri at (615) 532-0650 or by E-mail at Hari.Akunuri@state.tn.us.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Janjić", is written over the word "Sincerely,".

Mr. Vojin Janjić
Manager, Permit Section
Division of Water Pollution Control

SOP-08013
P/WAT/SS

Enclosure

cc: Division of Water Pollution Control, Permit Section
Division of Water Pollution Control, Knoxville Environmental Field Office
Mr. Ron L. Graham, Tennessee Regulatory Authority, 460 James Robertson Parkway, Nashville, TN
37243

**TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER POLLUTION CONTROL**

6th Floor, L & C Annex
401 Church Street
Nashville, TN 37243-1534

Permit No. SOP-08013

PERMIT
For the operation of Wastewater Treatment Facilities

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

PERMISSION IS HEREBY GRANTED TO

IRM Utility Inc--Cove Creek Resort
Sevierville, Sevier County, Tennessee

FOR THE OPERATION OF


Septic tanks, pump station, effluent collection system, recirculating fixed media filter with carbon filter odor control, UV disinfection and 2.07 acre drip irrigation system located at latitude 35.7205 and longitude -83.640000 in Sevier County, Tennessee to serve 125 RV units in the Cove Creek Resort. The design capacity of the system is .017385 MGD.

This permit is issued as a result of the application filed on May 12, 2008, in the office of the Tennessee Division of Water Pollution Control and in conformity with approved plans, specifications and other data submitted to the Department in support of the above application, all of which are filed with and considered as a part of this permit, together with the following named conditions and requirements.

This permit shall become effective on: August 1, 2008

This permit shall expire on: June 30, 2013

Issuance date: June 30, 2008

 FOR

Paul E. Davis
Director
Division of Water Pollution Control

CN-0759

RDAs 2352 & 2366

PART I

A. GENERAL REQUIREMENTS

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

<u>Parameter</u>	<u>Sample Type</u>	<u>Daily Maximum</u>	<u>Sampling Point</u>	<u>Measurement Frequency</u>
Flow	instantaneous		*	1/month
BOD ₅	grab	45 mg/l	*	1/quarter
Nitrate as N	grab	Report	*	1/quarter
Ammonia as N	grab	Report	*	1/quarter
<i>E. Coli</i>	grab	941 colonies/100 ml	*	1/quarter

* Effluent to the drip irrigation plots.

The permittee must disinfect the wastewater in order to meet the above *E. Coli* limit.

This permit allows the operation of a wastewater drip irrigation system. The operation should be such that there is no contamination of and no wastewater discharge to any surface or subsurface stream because of collected pools of water called "ponding", irrigation into karst features or because of improper irrigation. Any runoff due to improper operation must be reported in writing to the Division of Water Pollution Control, Knoxville Environmental Field Office within 5 days of the incident. In addition, the drip irrigation system must be operated in a manner preventing the creation of a public health hazard or a public/private nuisance.

B. MONITORING PROCEDURES

1. Representative Sampling

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

Effluent to drip irrigation plots.

C. DEFINITIONS

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

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

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

D. REPORTING

1. Monitoring Results

Monitoring results shall be recorded monthly and submitted quarterly. Submittals shall be postmarked no later than 15 days after the completion of the reporting period. A copy should be retained for the permittee's files. Operation reports and any communication regarding compliance with the conditions of this permit must be sent to:

Division of Water Pollution Control
Knoxville Environmental Field Office
3711 Middlebrook Pike
Knoxville, TN 37921

The first operation report is due on the 15th of the month following permit effectiveness

2. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified in 1200-4-5-.07(4)(h)2, the results of such monitoring shall be included in the calculation and reporting of the values required in the Quarterly Operation Report. Such increased frequency shall also be indicated.

3. Falsifying Reports

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

E. SCHEDULE OF COMPLIANCE

Full operational level shall be attained from the effective date of this permit.

PART II

A. GENERAL PROVISIONS

1. Duty to Reapply

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

2. Right of Entry

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

- a. To enter upon the permittee's premises where an effluent source is located or where records are required to be kept under the terms and conditions of this permit, and at reasonable times to copy these records;
- b. To inspect at reasonable times any monitoring equipment or method or any collection, treatment, pollution management, or discharge facilities required under this permit; and
- c. To sample at reasonable times any discharge of pollutants.

3. Availability of Reports

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

4. Proper Operation and Maintenance

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

The monitoring frequency stated in this permit shall not be construed as specifying a minimum level of operator attention to the facility. It is anticipated that visits to the treatment

facility by the operator will occur at intervals frequent enough to assure proper operation and maintenance, but in no case less than one visit per month. If discharge monitoring reports, WPC inspection reports, or other information indicates a problem with the facility, the permittee may be subject to enforcement action and/or the permit may be modified to include increased parameter monitoring, increased monitoring frequency or other requirements as deemed necessary by the division to correct the problem. The permittee shall ensure that the certified operator is in responsible charge of the facility and observes the operation of the system frequently enough to ensure its proper operation and maintenance regardless of the effluent monitoring frequency stated in the permit."

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

5. Property Rights

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

6. Severability

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

7. Other Information

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

B. CHANGES AFFECTING THE PERMIT

1. Planned Changes

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

2. Permit Modification, Revocation, or Termination

a. This permit may be modified, revoked and reissued, or terminated for cause as described in section 69-108-(F) The Tennessee Water Quality Control Act as amended.

b. The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.

The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

3. Change of Ownership

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

- a. The permittee notifies the Director of the proposed transfer at least 30 days in advance of the proposed transfer date;
- b. The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage, and liability between them; and
- c. The Director, within 30 days, does not notify the current permittee and the new permittee of his intent to modify, revoke or reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

4. Change of Mailing Address

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

C. NONCOMPLIANCE

1. Effect of Noncompliance

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

2. Reporting of Noncompliance

a. 24-Hour Reporting

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

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

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

b. Scheduled Reporting

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

3. Overflow

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

b. Overflows are prohibited.

c. The permittee shall operate the collection system so as to avoid overflows. No new or additional flows shall be added upstream of any point in the collection system, which experiences chronic overflows (greater than 5 events per year) or would otherwise overload any portion of the system.

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

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

4. Upset

- a. **"Upset"** means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- b. An upset shall constitute an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the permittee demonstrates, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - i. An upset occurred and that the permittee can identify the cause(s) of the upset;
 - ii. The permitted facility was at the time being operated in a prudent and workman-like manner and in compliance with proper operation and maintenance procedures;
 - iii. The permittee submitted information required under "Reporting of Noncompliance" within 24-hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days); and
 - iv. The permittee complied with any remedial measures required under "Adverse Impact."

5. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to the waters of Tennessee resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge. It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

6. Bypass

- a. **"Bypass"** is the intentional diversion of wastewater away from any portion of a treatment facility. **"Severe property damage"** means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- b. Bypasses are prohibited unless all of the following 3 conditions are met:
 - i. The bypass is unavoidable to prevent loss of life, personal injury, or severe property damage;

ii. There are no feasible alternatives to bypass, such as the construction and use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass, which occurred during normal periods of equipment downtime or preventative maintenance;

iii. The permittee submits notice of an unanticipated bypass to the Division of Water Pollution Control in the appropriate Environmental Field Office within 24 hours of becoming aware of the bypass (if this information is provided orally, a written submission must be provided within five days). When the need for the bypass is foreseeable, prior notification shall be submitted to the director, if possible, at least 10 days before the date of the bypass.

c. Bypasses not exceeding permit limitations are allowed **only** if the bypass is necessary for essential maintenance to assure efficient operation. All other bypasses are prohibited. Allowable bypasses not exceeding limitations are not subject to the reporting requirements of 6.b.iii, above.

7. Washout

a. For domestic wastewater plants only, a "washout" shall be defined as loss of Mixed Liquor Suspended Solids (MLSS) of 30.00% or more. This refers to the MLSS in the aeration basin(s) only. This does not include MLSS decrease due to solids wasting to the sludge disposal system. A washout can be caused by improper operation or from peak flows due to infiltration and inflow.

b. A washout is prohibited. If a washout occurs the permittee must report the incident to the Division of Water Pollution Control in the appropriate Environmental Field Office within 24 hours by telephone. A written submission must be provided within five days. The washout must be noted on the discharge monitoring report. Each day of a washout is a separate violation.

D. LIABILITIES

1. Civil and Criminal Liability

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

2. Liability Under State Law

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

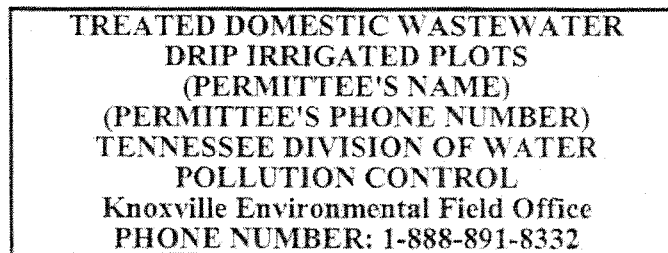
PART III OTHER REQUIREMENTS

A. CERTIFIED OPERATOR

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

B. PLACEMENT OF SIGNS

The permittee shall place a sign at all approaches to the drip irrigation lot. The sign should be clearly visible to the public. The minimum sign size should be two feet by two feet (2' x 2') with one inch (1") letters. The sign should be made of durable material and have a white background with black letters.



No later than sixty (60) days from the effective date of the permit, the permittee shall have the above sign(s) on display in the location specified.

C. ADDITION OF WASTE LOADS

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

D. SEPTIC TANK OPERATION

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

E. SEPTAGE MANAGEMENT PRACTICES

The permittee must comply with the provisions of 40 CFR Part 503. If the septage is transported to another POTW for disposal, the permittee shall note the amount of septage wasted in gallons, % solids of septage wasted and the name of the facility to which the septage was taken on the monthly operation report. Sludge or any other material removed by any treatment works must be disposed of in a manner which prevents its entrance into or pollution of any surface or subsurface waters. Additionally, the disposal of such sludge or other material must be in compliance with the Tennessee Solid Waste Disposal Act, TCA 68-31-101 et seq. and Tennessee Hazardous Waste Management Act, TCA 68-46-101 et seq.

F. DRIP SITE MANAGEMENT

The drip irrigation system must have appropriate site management practices to ensure that the nitrogen design assumptions will be achieved. The cover crop must be able to uptake the prescribed amount of nitrogen (100 lbs/acre/year). This requirement shall not be construed to warrant any use of the harvested product and the permittee shall assume full responsibility for its proper use or disposal.

G. OWNERSHIP OF THE TREATMENT FACILITIES

a. The permittee shall own the treatment facilities (and the land upon which they are constructed) including the land to be utilized for drip or spray irrigation. A perpetual easement (properly recorded) may be accepted in lieu of ownership. If the permittee elects to make the treated wastewater available for reuse (irrigation of a golf course for example) a backup dedicated land application site must be provided or a perpetual easement must be obtained for the property where reuse is to take place. The perpetual easement must allow year-round application of the wastewater except where the permittee has provided (and the division has approved) storage facilities for periods when reuse is not available. Evidence of ownership of the treatment facility land application site(s) and/or a copy of the perpetual easement(s) must be furnished to the division for approval prior to construction of the wastewater collection and treatment system.

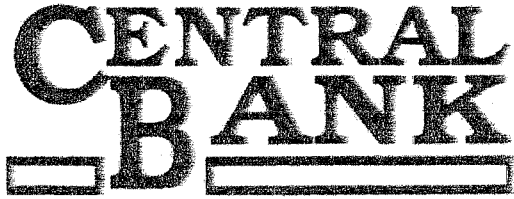
b. Where the treatment facility serves private homes, condominiums, apartments, retirement homes, nursing homes, trailer parks, or any other place where the individuals being served have property ownership, rental agreements, or other agreements that would prevent their being displaced in the event of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

G. TOXIC CHEMICAL CONTROL

The permittee must recognize that users of the RV park may use chemicals for the purpose of retarding or preventing biological oxidation of wastewater organic matter in their RV holding tanks; and, that the discharge of these chemicals to the collection system may have an adverse

affect on the ability of the treatment facility to function properly. Using signs, and/or other forms of notice, the permittee must notify users of the RV Park that the presence of such chemicals in discharges to the collection system or any dump tank connected to the collection system is strictly prohibited.

Exhibit G



LETTER OF CREDIT

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

REFERENCE: Name of Company authorized by TRA: Integrated Resource Management, Inc.

Company ID as assigned by the TRA: #128825
Irrevocable Letter of Credit # 243722
Effective Date: September 23, 2009

Sir/Madam:

You have requested of Central Bank that we establish an irrevocable letter of credit which will remain available on behalf of Integrated Resource Management, Inc. d/b/a IRM Utility, Inc. who has applied to the Tennessee Regulatory Authority (the "Authority") for authority to provide public wastewater services in the State of Tennessee. The purpose of this letter of credit is to secure payment of any monetary obligation imposed against the Company, its representatives, successors or assigns, in any contested case proceeding brought under Tenn. Comp. R. & Regs. Chapter 1220-4-13 by or on behalf of the Authority.

We hereby establish and issue, in favor of the Authority, an irrevocable letter of credit in the amount of Ninety-Five Thousand Dollars (\$95,000.00) lawful money of the United States of America. Upon entry of an Order that finds a monetary obligation pursuant to Chapter 1220-4-13, the Authority may draw upon this letter of credit, at any time and from time to time, by delivering a Letter of Credit Notice, substantially in the form set forth below ("Notice"), which Notice shall specify the amount (the "Draw Amount") to be drawn and the account (the "Bank Account") to which the Draw Amount should be delivered and shall be assigned by an official designated and duly authorized by the Authority, to Lender at the address listed below, or to such other address as the Lender shall notify the Authority in writing by certified mail. Promptly after the delivery of each Notice, the Lender hereby covenants and agrees to deliver, by wire transfer of immediately available funds, the Draw Amount to the Bank Account.

This letter of credit shall be deemed automatically renewed without amendment of successive one-year periods and may be cancelled by the Lender by giving (30) days advanced written notice by certified mail of such cancellation to the Authority and the Company, it being understood that the Lender shall not be relieved of liability that may have accrued under this letter of credit prior to the date of cancellation.

Failure to renew this letter of credit shall allow the Authority to draw upon it without the necessity of the Authority being required to hold a hearing concerning the Principal's operation or Certificate of Public Convenience and Necessity. In such an event and upon a directive from the Authority, the Lender hereby covenants and agrees to deliver by wire transfer of immediately available funds the maximum

sum of this letter of credit to the Bank Account to enable the continued operation of the public wastewater utility.

The Lender hereby represents and warrants that it is qualified and authorized to issue this letter of credit and is a bank designated by the Treasurer of the State of Tennessee as an authorized depository bank for the deposit of state funds.

Except as otherwise expressly stated, this letter of credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision) International Chamber of Commerce Publication No. 500, or any revisions thereto.

Very Truly Yours,

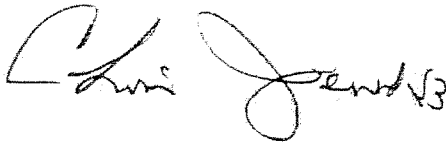
Central Bank

Chris Jerrolds

President & CEO

485 Wayne Road

Savannah, Tennessee 38372



APPROVAL AND ENDORSEMENT

This is to certify that I have examined the foregoing letter of credit and found the same to be sufficient and in conformity to law and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this ____ day of _____, 20____.

Name:

Title:

Exhibit H



Annual Report

2009

Prepared for:
The Tennessee Regulatory Authority

Integrated Resource Management, Inc.,

A Privately Owned Public Utility

P.O. Box 642

3444 Saint Andrews Drive

White Pine, Tennessee 37890

Phone (Vol) 674-0828

Facsimile (Vol) 674-2352

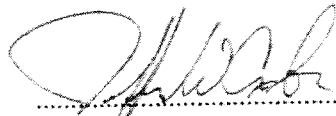
Toll Free (877) 746-2910

STATE OF TENNESSEE

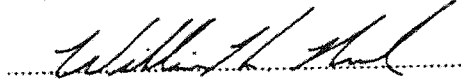
COUNTY OF JEFFERSON

We the undersigned Jeffrey W. Cox
and William H. Novak, CPA
of IRM Utility, Inc.

on our oath do severally say that the foregoing return has been prepared,
under our direction, from the original books, papers and records of said
utility; that we have carefully examined the same, and declare the same to be
a correct statement of the business and affairs of said utility for the period
covered by the return in respect to each and every matter and thing therein
set forth, to the best of our knowledge, information and belief.



(Chief Officer Notarized Herein)

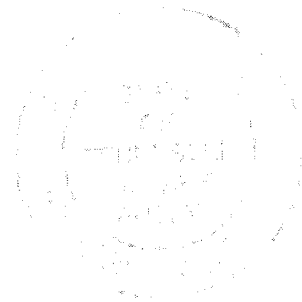


(Officer in charge of accounts under separate notarization)

Subscribed and sworn to before me this 20
day of March 2010

Notary Public, Jane E. Brown County, Jefferson
My commission will expire 1-20-13

(Seal)



STATE OF TENNESSEE

COUNTY OF JEFFERSON

We the undersigned Jeffrey W. Cox
and William H. Novak, CPA
of IRM Utility, Inc.

on our oath do severally say that the foregoing return has been prepared,
under our direction, from the original books, papers and records of said
utility; that we have carefully examined the same, and declare the same to be
a correct statement of the business and affairs of said utility for the period
covered by the return in respect to each and every matter and thing therein
set forth, to the best of our knowledge, information and belief.

.....
(Chief Officer)

.....
(Officer in charge of accounts)

Subscribed and sworn to before me this 26
day of March, 20 10

Notary Public, Paige Swan County, Montgomery
My commission will expire 9-16-12

(Seal)

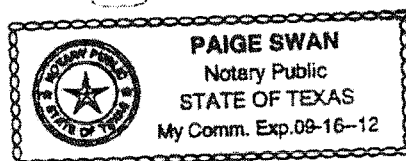


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[illegible]

Name of Respondent	This Report is:	Date of Report	Year of Report		
IRM Utility	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 3-31-2010	2009		
INCOME STATEMENT					
Account Name (a)	Ref Page (b)	Water (c)	Sewer (d)	Other (e)	Total (f)
Gross Revenue:					
Residential			\$33,497		\$33,497
Commercial			13,540		13,540
Industrial			0		0
Multi-Family			0		0
Tap Fee			0		0
Other (Please Specify)			0		0
Other (Please Specify)			0		0
Other (Please Specify)			0		0
Total Gross Revenue			\$47,038		\$47,038
Operation & Maint. Expense					
Depreciation Expense	W3/S3		\$24,091		\$24,091
Amortization Expense	F-5		0		0
Other Expense (Please Specify)			1542		1542
Other Expense (Please Specify)			0		0
Taxes Other Than Income			0		0
Income Taxes	F-7		8,371		8,371
	F-7		700		700
Total Operating Expenses			\$34,704		\$34,704
Net Operating Income			\$12,334		\$12,334
Other Income:					
Nonutility Income			\$0		\$0
Other (Please Specify)			0		0
Other (Please Specify)			0		0
Other (Please Specify)			0		0
Other (Please Specify)			0		0
Total Other Income			\$0		\$0
Other Deductions:					
Misc. Nonutility Expenses			\$0		\$0
Other (Please Specify)			0		0
Other (Please Specify)			0		0
Other (Please Specify)			0		0
Other (Please Specify)			0		0
Total Other Deductions			\$0		\$0

Name of Respondent	This Report is:	Date of Report	Year of Report
IRM Utility	(1) <input type="checkbox"/> An Original (2) <input checked="" type="checkbox"/> A Resubmission	(Mo, Da, Yr) 3-31-2010	2009

COMPARATIVE BALANCE SHEET

Account Name (a)	Ref Page (b)	Current Year (c)	Previous Year (d)
ASSETS			
Utility Plant in Service (101-105)	F5/W1/S1	\$917,221	\$909,163
Accum. Depreciation and Amortization (108)	F5/W2/S2	92,436	61,624
Net Utility Plant		\$824,785	\$847,539
Cash		\$8,828	\$9,119
Customer Accounts Receivable (141)		0	0
Special Deposits (132)		13,510	10,419
Miscellaneous Deferred Debits (186)		0	0
Other Assets (Please Specify)		0	0
Other Assets (Please Specify)		0	0
Total Assets		\$847,123	\$867,077
LIABILITIES AND CAPITAL			
Common Stock Issued (201)	F-6	\$1,000	\$1,000
Preferred Stock Issued (204)	F-6	0	0
Other Paid-In Capital (211)		0	0
Retained Earnings (215)	F-6	42,459	30,125
Capital (Proprietary & Partnership-218)	F-6	57,875	57,875
Total Capital		\$101,333	\$88,999
Long-Term Debt (224)	F-6	\$0	\$0
Accounts Payable (231)		400	0
Notes Payable (232)		0	0
Customer Deposits (235)		2,212	2,032
Accrued Taxes (236)		0	0
Advances Payable		0	0
Escrowed Deposits (235.1)		15,014	17,070
Other Liabilities (Please Specify)		0	0
Other Liabilities (Please Specify)		0	0
Other Liabilities (Please Specify)		0	0
Advances for Construction		0	0
Contributions In Aid Of Const.-Net (271-2)	F-8	728,164	758,976
Total Liabilities		\$745,790	\$778,078

Name of Respondent IRM Utility	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 3-31-2010	Year of Report 2009	
NET UTILITY PLANT				
Plant Accounts (101-107) Inclusive (a)	Water (c)	Sewer (d)	Other (e)	
			Total (f)	
Utility Plant in Service (101)		\$917,221		\$917,221
Construction Work in Progress (105)		0		0
Other (Please Specify)		0		0
Other (Please Specify)		0		0
Other (Please Specify)		0		0
Other (Please Specify)		0		0
Other (Please Specify)		0		0
Other (Please Specify)		0		0
Total Utility Plant		\$917,221		\$917,221
ACCUMULATED DEPRECIATION AND AMORTIZATION OF UTILITY PLANT				
Account 108 (a)	Water (c)	Sewer (d)	Other (e)	Total (f)
Balance First of Year		\$61,624		\$61,624
Credits During Year:				
Accruals charged to Depr. Account		\$30,812		\$30,812
Salvage		0		0
Other Credits (Please Specify):		0		0
Other Credits (Please Specify):		0		0
Other Credits (Please Specify):		0		0
Other Credits (Please Specify):		0		0
Total Credits		\$30,812		\$30,812
Debits During Year:				
Book/Historical Cost of Plant Retired		\$0		\$0
Cost of Removal		0		0
Other Debits (Please Specify):		0		0
Other Debits (Please Specify):		0		0
Other Debits (Please Specify):		0		0
Other Debits (Please Specify):		0		0
Total Debits		\$0		\$0
Balance End of Year		\$92,436		\$92,436

[illegible]

[illegible]

[illegible]

Name of Respondent	This Report is:	Date of Report	Year of Report
IRM Utility	(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 3-31-2010	2009

SEWER UTILITY PLANT ACCOUNTS

Acct No.	Account Name	Previous Year	Additions	Retirements	Current Year
(a)	(b)	(c)	(d)	(e)	(f)
351	Organization	\$71,566	\$8,057	\$0	\$79,623
352	Franchises	0	0	0	0
353	Land & Land Rights	59,003	0	0	59,003
354	Structures & Improvements	0	0	0	0
360	Collection Sewers - Force	0	0	0	0
361	Collection Sewers - Gravity	0	0	0	0
362	Special Collecting Structures	0	0	0	0
363	Services to Customers	45,000	0	0	45,000
364	Flow Measuring Devices	3,666	0	0	3,666
365	Flow Measuring Installations	0	0	0	0
370	Receiving Wells	0	0	0	0
371	Pumping Equipment	0	0	0	0
380	Treatment & Disposal Equipment	720,000	0	0	720,000
381	Plant Sewers	0	0	0	0
382	Outfall Sewer Lines	0	0	0	0
389	Other Plant & Miscellaneous Equip	9,928	0	0	9,928
390	Office Furniture & Equipment	0	0	0	0
391	Transportation Equipment	0	0	0	0
392	Stores Equipment	0	0	0	0
393	Tools, Shop & Garage Equipment	0	0	0	0
394	Laboratory Equipment	0	0	0	0
395	Power Operated Equipment	0	0	0	0
396	Communication Equipment	0	0	0	0
397	Miscellaneous Equipment	0	0	0	0
398	Other Tangible Plant	0	0	0	0
	Total Sewer Plant	\$909,163	\$8,057	\$0	\$917,221

Name of Respondent		This Report is:		Date of Report		Year of Report		
IRM Utility		(1) <input checked="" type="checkbox"/> An Original	(2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr)		2009		
		ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - SEWER						
Account Number (a)	Account (b)	Average Service Life in Years (c)	Average Salvage Value in Percent (d)	Depreciation Rate Applied* (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accumulated Depreciation Balance End of Year (i)
354	Structures & Improvements	0	0.00%	0.00%	\$0	\$0	\$0	\$0
360	Collection Sewers - Force	0	0.00%	0.00%	0	0	0	0
361	Collection Sewers - Gravity	0	0.00%	0.00%	0	0	0	0
362	Special Collecting Structures	0	0.00%	0.00%	0	0	0	0
363	Services to Customers	26	0.00%	3.85%	3,465	0	1,733	5,198
364	Flow Measuring Devices	10	0.00%	10.00%	733	0	367	1,100
365	Flow Measuring Installations	0	0.00%	0.00%	0	0	0	0
370	Receiving Wells	0	0.00%	0.00%	0	0	0	0
371	Pumping Equipment	0	0.00%	0.00%	0	0	0	0
380	Treatment & Disposal Equipment	26	0.00%	3.85%	55,440	0	27,720	83,160
381	Plant Sewers	0	0.00%	0.00%	0	0	0	0
382	Outfall Sewer Lines	0	0.00%	0.00%	0	0	0	0
389	Other Plant & Miscellaneous Equip	10	0.00%	10.00%	1,986	0	943	2,979
390	Office Furniture & Equipment	0	0.00%	0.00%	0	0	0	0
391	Transportation Equipment	0	0.00%	0.00%	0	0	0	0
392	Stores Equipment	0	0.00%	0.00%	0	0	0	0
393	Tools, Shop & Garage Equipment	0	0.00%	0.00%	0	0	0	0
394	Laboratory Equipment	0	0.00%	0.00%	0	0	0	0
395	Power Operated Equipment	0	0.00%	0.00%	0	0	0	0
396	Communication Equipment	0	0.00%	0.00%	0	0	0	0
397	Miscellaneous Equipment	0	0.00%	0.00%	0	0	0	0
398	Other Tangible Plant	0	0.00%	0.00%	0	0	0	0
Totals					\$61,624	\$0	\$30,812	\$92,436

*State basis used for percentages used in schedule.

*State basis used for percentages used in schedule.

Name of Respondent	This Report is:	Date of Report	Year of Report
IRM Utility	(1) <input checked="" type="checkbox"/> An Original	(Mo, Da, Yr)	
	(2) <input type="checkbox"/> A Resubmission	3-31-2010	2009
SEWER OPERATION & MAINTENANCE EXPENSE			
Acct No.	Description (a)	Amount (b)	
701	Salaries & Wages - Employees	\$0	
703	Salaries & Wages - Officers, Directors & Stockholders	0	
704	Employee Pensions & Benefits	0	
710	Purchased Sewage Treatment	0	
711	Sludge Removal Expense	0	
715	Purchased Power	3,598	
716	Fuel for Power Production	0	
718	Chemicals	0	
720	Materials & Supplies	153	
730	Contractual Services	6,294	
740	Rents	0	
750	Transportation Expense	925	
755	Insurance Expense	1,270	
765	Regulatory Commission Expense	0	
770	Bad Debt Expense	0	
775	Miscellaneous Expenses	11,849	
	Total Sewer Operation & Maintenance Expense	\$24,091	

SEWER CUSTOMERS				
Description (a)	Customers First of Year (b)	Additions (c)	Disconnection (d)	Customers End of Year (e)
Metered Customers:				
5/8 Inch	0	0	0	0
3/4 Inch	0	0	0	0
1.0 Inch	62	0	0	62
1.5 Inch	0	0	0	0
2.0 Inch	0	0	0	0
2.5 Inch	0	0	0	0
3.0 Inch	0	0	0	0
4.0 Inch	0	0	0	0
6.0 Inch	0	0	0	0
8.0 Inch	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Other (Please Specify)	0	0	0	0
Unmetered Customers	0	0	0	0
Total Customers	62	0	0	62

Name of Respondent IRM Utility	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 3-31-2010	Year of Report 2009
PUMPING EQUIPMENT				
Description*** (a)	Lift Station #1 (b)	Lift Station #2 (c)	Lift Station #3 (d)	Lift Station #4 (e)
Make, Model, or Type of Pump	None			
Year Installed				
Rated Capacity (GPM)				
Size (HP)				
Power (Electric/Mechanical)				
Make, Model or Type of Motor				

SERVICE CONNECTIONS				
Description*** (a)	Service Connection #1 (b)	Service Connection #2 (c)	Service Connection #3 (d)	Service Connection #4 (e)
	Commercial	Residential		
Size (Inches)	1-2"	1-2"		
Type (PVC, VCP, etc)	PVC Sch 40	PVC Sch 40		
Average Length (Feet)	On-Site	75		
Connections-Beginning of Year	3	30	0	0
Connections-Added during Year	0	29	0	0
Connection-Retired during Year	0	0	0	0
Connections-End of Year	3	59	0	0
Number of Inactive Connections	0	0	0	0

COLLECTING MAINS, FORCE MAINS, & MANHOLES			
Description (a)	Collecting Mains (b)	Force Mains (c)	Manholes (d)
Size (Inches)	2-4"	None	None
Type	PVC Sch-40		
Length/Number-Beginning of Year	14700		
Length/Number-Added During Year	0		
Length/Number-Retired During Year	0		
Length/Number-End of Year	14,700		0

Name of Respondent IRM Utility	This Report is: (1) <u>X</u> An Original (2) _____ A Resubmission	Date of Report (Mo, Da, Yr) 3-31-2010	Year of Report 2009
TREATMENT PLANT			
Description*** (a)	Treatment Facility #1 (b)	Treatment Facility #2 (c)	Treatment Facility #3 (d)
Manufacturer	Quanics	Quanics	Quanics
Type			
Steel or Concrete			
Total Capacity			
Average Daily Flow			
Effluent Disposal			
Total Gallons of Sewage Treated			

MASTER LIFT STATION PUMPS				
Description*** (a)	Master Pump #1 (b)	Master Pump #2 (c)	Master Pump #3 (d)	Master Pump #4 (e)
Manufacturer	Quanics			
Capacity (GPM)	10 to 50			
Size (HP)	One-half			
Power (Electric/Mechanical)	120 V			
Make, Model, or Type of Motor	PTE-10			

OTHER SEWER SYSTEM INFORMATION	
Present Number of Equivalent Residential Customer's * being served	78
Maximum Number of Equivalent Residential Customer's * that the system can efficiently serve	288
Estimated Annual Increase in Equivalent Residential Customers *	30
<p>* Equivalent Residential Customers = (Total Gallons Treated / 365 Days) / 275 Gallons Per Day. Total Gallons Treated includes both sewage treated and purchased sewage treatment.</p>	
State any plans and estimated completion dates for any enlargements of this system: <u>N/A</u>	
If the present systems do not meet environmental requirements, please submit the following: <ul style="list-style-type: none"> A. An evaluation of the present plant or plants in regard to meeting the requirements. B. Plans for funding and construction of the required upgrading. C. The date construction will begin. N/A 	
What is the percent of the certificated area that have service connections installed? <u>All (100%) of the certificated area of IRM have service connections in place.</u>	

Name of Respondent	This Report is:	Date of Report	Year of Report
IRM Utility	(1) <input checked="" type="checkbox"/> An Original	(Mo. Da. Yr)	2009
	(2) <input type="checkbox"/> A Resubmission	3-31-2010	
SUPPLEMENTAL FINANCIAL DATA TO THE ANNUAL REPORT			
Rate Base			
Additions:			
Plant In Service		\$917,221	
Construction Work in Progress		0	
Property Held For Future Use		0	
Materials & Supplies		0	
Working Capital Allowance		0	
Other Additions (Please Specify)		0	
Other Additions (Please Specify)		0	
Total Additions to Rate Base		\$917,221	
Deductions:			
Accumulated Depreciation		\$92,436	
Accumulated Deferred Income Taxes		0	
Pre 1971 Unamortized Investment Tax Credit		0	
Customer Deposits		2,212	
Contributions in Aid of Construction		728,164	
Escrow Deposits		15,014	
Other Deductions (Please Specify)		0	
Total Deductions to Rate Base		\$837,826	
Rate Base		\$79,395	
Adjusted Net Operating Income			
Operating Revenues:			
Residential		\$33,497	
Commercial		13,540	
Industrial		0	
Public Authorities		0	
Multiple Family		0	
Fire Protection		0	
All Other		0	
Total Operating Revenues		\$47,038	
Operating Expenses:			
Operation		\$24,091	
Depreciation		0	
Amortization		1,542	
Taxes Other Than Income Taxes		8,371	
Income Taxes		700	
Total Operating Expense		\$34,704	
Net Operating Income		\$12,334	
Other (Please Specify)		0	
Other (Please Specify)		0	
Adjusted Net Operating Income		\$12,334	
Rate of Return (Line 49 / Line 25)		15.53%	

IRM Utility
Activity Report for Escrow Account
For the Twelve Months Ended December 31, 2009

Month	Escrow Required Per Books				Escrow Provided Per Bank			
	Beginning Balance	Placed Into Escrow	Removed From Escrow	Ending Balance	Beginning Balance	Placed Into Escrow	Removed From Escrow	Ending Balance
January	\$17,069.69	\$664.55	\$0.00	\$17,734.24	\$8,570.74	\$8,500.09	\$0.00	\$17,070.83
February	17,734.24	851.11	8,590.16	9,995.19	17,070.83	0.09	8,590.16	8,480.76
March	9,995.19	1,201.85	0.00	11,197.04	8,480.76	0.06	0.00	8,480.82
April	11,197.04	1,399.12	4,451.81	8,144.35	8,480.82	0.06	0.00	8,480.88
May	8,144.35	587.98	0.00	8,732.33	8,480.88	0.07	0.00	8,480.95
June	8,732.33	1,196.24	0.00	9,928.57	8,480.95	0.06	0.00	8,481.01
July	9,928.57	968.10	2,679.64	8,217.03	8,481.01	0.06	0.00	8,481.07
August	8,217.03	1,876.19	0.00	10,093.22	8,481.07	0.07	0.00	8,481.14
September	10,093.22	606.95	0.00	10,700.17	8,481.14	0.06	0.00	8,481.20
October	10,700.17	2,129.47	0.00	12,829.64	8,481.20	3,000.07	0.00	11,481.27
November	12,829.64	944.27	0.00	13,773.91	11,481.27	0.09	0.00	11,481.36
December	13,773.91	1,239.72	0.00	15,013.63	11,481.36	0.08	0.00	11,481.44
Total		\$13,665.55	\$15,721.61			\$11,500.86	\$8,590.16	

Exhibit I

Wastewater Utility Service

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet. Original and revised sheets as listed herein comprise all changes from the original tariff and are currently in effect as of the date listed on the bottom of this sheet.

SECTION	SHEET	REVISION
1	1	Original
1	2	Original
1	3	2 nd Revised*
1	4	Original
1	5	Original
1	6	Original
1	7	Original
2	1	Original
2	2	Original
2	3	Original
2	4	Original
2	5	Original
2	6	Original
2	7	Original
3	1	1 st Revised
4	1	Original
4	2	Original
5	1	2 nd Revised*
6	1	Original
6	2	Original
6	3	Original

Wastewater Utility Service

COMMERCIAL SEWER SERVICE TERRITORIES

<u>Service Territory</u>	<u>County</u>	<u>TRA Docket No.</u>	
Cove Mountain Realty	Sevier	03-00467	
Valley Mart Exxon	Sevier	03-00467	
Lot 23—The River Club	Knox	04-00152	
Wild Briar Ridge★	Sevier	05-00056	
Sterling Springs★	Sevier	05-00055	
Lost Creek Campground	Union	07-00010	
Mountain Shangrila★	Sevier	06-00156	
Flat Hollow★	Campbell	07-00009	
Landing at Bird's Creek★	Sevier	07-00090	
Riverstone Estates★	Decatur	09-00099	
Cove Creek	Sevier	Pending	(T)

★ These Service Territories contain a mix of both commercial and residential properties. Accordingly, these areas will be reflected in both the residential and commercial tariffs.

Wastewater Utility Service

COMMERCIAL RATE (WITHOUT FOOD SERVICE)

The sewer bill will be charged on a monthly basis. The customer will provide a system that has an expected design flow and quality characteristics. Special conditions such as high treatment requirement or high flows may make other systems than addressed in this tariff necessary. IRM Utility, Inc. will need to petition for rates on a case by case basis for such systems.

A minimum service charge will be \$75.00 per month for the first 300 gallons per day of design flow expected. For each additional 100 gallons per day, up to 1,000 gallons per day, an additional charge of \$15.00 per month per 100 gallons will be charged. For design flows expected over 1,000 gallons per day, up to 3,000 gallons per day, the following additional monthly charges per 1,000 gallons of daily flow will apply:

Treatment	Disposal		
	Sub-surface Drip Irrigation	Point Discharge	Off-Site
Sand, Gravel, Media Filters	\$140.00	\$165.00	-
Lagoon	\$116.00	\$140.00	-
Off-site	-	-	Pass-through & \$73.00

For design daily flows over 3,000 gallons, the monthly charge on all system configurations will be \$116.00 per 1000 gallons of daily flow.

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

Excess Water Usage	Surcharge
1 gallon to 1,000 gallons above expected design flow	\$175.00
1,001 gallons to 2,000 gallons above expected design flow	\$200.00
Over 2,000 gallons above expected design flow	\$200.00/1000 gals

If the water meter readings exceed the design flow or analysis indicates that effluent characteristics are not as indicated by the customer's design engineer, the monthly charge will be revised to reflect the increased usage and any capital costs associated with increasing the capacity of the system or upgrading the treatment for the greater loading will be paid by the customer.

Effective October 22, 2007, 29% of the billed rate from all Commercial customers, including special contract customers, will be placed in the Company's escrow account pursuant to order of the TRA in Docket No. 07-00061.

Fees: Nonpayment – 5% Disconnection - \$10.00 Reconnection - \$15.00 Returned Check - \$20.00.

Wastewater Utility Service

COMMERCIAL RATE (WITH FOOD SERVICE)

The sewer bill will be charged on a monthly basis. The customer will provide a system that has an expected design flow and quality characteristics. Special conditions such as high treatment requirement or high flows may make other systems than addressed in this tariff necessary. IRM Utility, Inc. will need to petition for rates on a case by case basis for such systems.

A minimum service charge will be \$100.00 per month for the first 300 gallons per day of design flow expected. For each additional 100 gallons, up to a total of 1,000 gallons per day, an additional charge of \$18.00 per month per 100 gallons will be charged. For design flows expected over 1,000 gallons per day, up to 3,000 gallons per day, the following additional monthly charges per 1,000 gallons of daily flow will apply:

Treatment	Disposal		
	Sub-surface Drip Irrigation	Point Discharge	Off-Site
Sand, Gravel, Media Filters	\$170.00	\$192.00	-
Lagoon	\$142.00	\$163.00	-
Off-site	-	-	Pass Through & \$94.00

For design daily flows over 3,000 gallons, the monthly charge on all system configurations will be \$142.00 per 1000 gallons of daily flow.

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

Excess Water Usage	Surcharge
1 gallon to 1,000 gallons above expected design flow	\$210.00
1,001 gallons to 2,000 gallons above expected design flow	\$220.00
Over 2,000 gallons above expected design flow	\$220.00/1000 gals

If the water meter readings exceed the design flow or analysis indicates that effluent characteristics are not as indicated by the customer's design engineer, the monthly charge will be revised to reflect the increased usage and any capital costs associated with increasing the capacity of the system or upgrading the treatment for the greater loading will be paid by the customer.

Effective October 22, 2007, 29% of the billed rate from all Commercial customers, including special contract customers, will be placed in the Company's escrow account pursuant to the order of the TRA in Docket No. 07-00061.

Fees: Nonpayment - 5% Disconnection - \$10.00 Reconnection - \$15.00 Returned Check - \$20.00.

Exhibit J

BEFORE THE TENNESSEE REGULATORY AUTHORITY

NASHVILLE, TENNESSEE

IN RE:)
)
PETITION OF INTEGRATED RESOURCE)
MANAGEMENT, INC. d/b/a IRM UTILITY,)
INC. TO AMEND ITS CERTIFICATE OF) Docket No. _____
PUBLIC CONVENIENCE AND NECESSITY)
TO SERVE AN AREA IN SEVIER)
COUNTY, TENNESSEE KNOWN AS)
COVE CREEK RESORT)

PRE-FILED DIRECT TESTIMONY OF JEFFREY W. COX, SR.

Q: Please state your name for the record and your position with the Petitioner, Integrated Resource Management, Inc. d/b/a IRM Utility, Inc. ("IRM").

A: Jeffrey W. Cox, Sr. and I am the President of IRM.

Q: Are you presenting testimony on behalf of IRM?

A: Yes.

Q: Did you assist and cause the Petition to be filed in this proceeding requesting expanded service area and an extension of authority for IRM to provide wastewater services in Sevier County, Tennessee to a campground/commercial subdivision known as Cove Creek Resort?

A: Yes.

Q: Can you describe the service you will be providing?

A: Yes, the service will be the same as we have petitioned for in the past. We will be operating an onsite wastewater treatment facility that beneficially reuses the water in subsurface drip irrigation systems. This will be a commercial application similar to the Valley Mart Exxon and Cove Creek Real Estate that IRM has operated since 2003 under Docket 03-467. The Cove Creek Resort is 1000 feet to the West of these sites.

Q: How many customers will be served by the proposed system?

A: There will be approximately one-hundred and twenty (120) resort quality recreational vehicle camping sites and a 20,000 square foot commercial building for tenants unknown at this time.

Q: Do you operate any other system in this area?

A: Yes, as previously stated the Valley Mart Exxon and Cove Mountain Realty are close to the site. Also, IRM provides service in Sevier County for the Sterling Springs Resort, the Mountain Shangrila subdivision, and the Wildbriar Subdivision.

Q. When did IRM receive its first Certificate of Public Convenience and Necessity ("CCN") from the Tennessee Regulatory Authority ("Authority") to operate a sewer system in Tennessee?

A. Docket 03-00467 was heard in October 2003. On March 16, 2004, pursuant to the Authority's final order, IRM was granted its first CCN.

Q. Does IRM have the managerial, technical, and financial ability to provide wastewater service in the area referred to in the Petition?

A. Yes.

Q: Has IRM contacted other utility service providers in the area to determine if they have potential plans to service the area?

A: Yes, the office of the Sevier County Mayor was contacted and there are no potential plans to service the area.

Q: Have you submitted plans to TDEC for approval?

A: Yes, state operating permit No. SOP-08013 and became effective August 1, 2008.

Q: Is all of the information in the Petition accurate to the best of your knowledge, information, and belief?

A: Yes, it is.

Q: Does IRM intend on complying with all Authority rules, statutes, and orders pertaining to the provision of wastewater services in Tennessee?


A: Yes.

Q: Does this conclude your testimony?


A: Yes.

STATE OF TENNESSEE)
COUNTY OF Jefferson)

JEFFREY W. COX, SR., having been first duly sworn, makes oath that the statements contained in the foregoing Pre-Filed Direct Testimony are true to the best of his knowledge, information, and belief.


JEFFREY W. COX, SR.

SWORN TO AND SUBSCRIBED before me, on this the 17 day of NOV,
2009.


Notary Public

My Commission Expires: Jan 23 2010

