

Gateway Utility Company Inc.

1620 Westgate Circle
Ste. 150
Brentwood, Tennessee 37027

RECEIVED

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T.R.A. DOCKET ROOM

June 24, 2016

Sharla Dillon
Tennessee Regulatory Authority
502 Deaderick St.
Nashville, TN 37243

RE: Docket No. 15-00123 – Petition of Gateway Utility Company, Inc. for a Certificate of Convenience and Necessity (CCN).

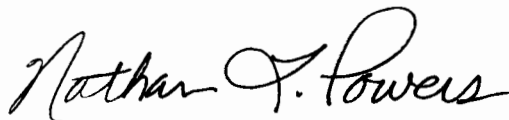
Dear Ms. Dillon:

Please find enclosed Gateway Utility Company, Inc.'s (hereinafter Gateway) response to the letter received in March 2016 requesting specific information for Gateway's Petition for a CCN.

Our former Board President, Lynn Ellsworth, compiled the majority of the information provided. As such, I cannot personally attest to its validity. However, the current Board has voted and approved the figures on our proposed tariff.

If this application is missing any information needed, I do apologize. Please let us know what else is needed on our end. Thank you.

Sincerely,



Nathan L. Powers, President
On behalf of Gateway Utility Company Inc.

TENNESSEE REGULATORY AUTHORITY



502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

DAVID. FOSTER @ TN. GOV

March 9, 2016

Mr. Lynn Ellsworth - President
Gateway Utility Company, Inc.
5042 Thoroughbred Lane
Brentwood, Tennessee 37027

RE: Docket No. 15-00123 - Petition of Gateway Utility Company, Inc. for a Certificate of Convenience and Necessity (CCN) to provide water service to Gateway Village in Williamson County, Tennessee.

Dear Mr. Ellsworth:

Prior to issuing a certificate of convenience and necessity ("CCN"), the Authority determines whether a petitioning utility has the requisite managerial, technical and financial abilities to operate a utility. In order for Staff to evaluate Gateway Utility Company Inc.'s ("GUCI") abilities in each of the foregoing areas it is requested that your company provide the following.

- ☒ 1. Provide a tariff of products, services and pricing. This needs to be inclusive of any and all fees charged and products and services provided to all customers of GUCI.
- ☒ 2. Provide a copy of the Federal Tax Returns for Gateway Utility Company, Inc. for fiscal years ending 2014 and 2015.
- ☒ 3. Provide a copy of the Gross Receipts Tax Returns for Gateway Utility Company, Inc. for fiscal years ending 2014 and 2015.
- ☒ 4. Provide the General Ledgers for 2014 and 2015 for Gateway Utility Company, Inc.
- ☐ 5. Please provide Pre-Filed Testimony. If you file a signed affidavit, attesting to all of the information in the Petition to be true and correct, an affidavit may be an alternative for the Pre-Filed Testimony.
- ☒ 6. Understanding that GUCI already has approximately 350 to 400 residential and commercial customers, please provide the most recent billing register for all customers, including the most recent billed amount for all customers that Belle Franklin bills for Gateway Utility Company

- Inc. Please include date billed, amount billed, customer name and customer number, meter reading and units billed.
- ☒ 7. Provide any current signed contracts of services that GUCI outsources to other companies for services provided.
- ☒ 8. Please provide a copy of an actual residential customer bill and a copy of a commercial customer bill.

It is requested that your response be provided no later than March 28, 2016 and that Docket No. 15-00123 be referenced on the response. Pursuant to TRA Rule 1220-1-1-.03(4), submit either an electronic response along with an original and four (4) written copies or an original written response and thirteen (13) copies. Please note that the requisite number of written copies of all requested information should be provided to the Docket Manager and electronic responses, if filed, must be in .pdf format. Should you have questions regarding the attached request, please contact Patsy Fulton at (615) 770-6887.

Sincerely,



David Foster
Chief, Utilities Division

C: Docket File

Gateway Utility Company Proposed Tariff			
Item	Per Year	Per Month	Per User
Reserves	\$ 15,000.00	\$ 1,250.00	\$ 3.08
Depreciation	\$ 10,000.00	\$ 833.33	\$ 2.05
Profit	\$ 36,000.00	\$ 3,000.00	\$ 7.39
Legal	\$ 2,700.00	\$ 225.00	\$ 0.55
Accounting	\$ 2,400.00	\$ 200.00	\$ 0.49
Integra Fee	\$ 24,000.00	\$ 2,000.00	\$ 4.93
Processing Fee	\$ 7,500.00	\$ 625.00	\$ 1.54
Misc. Maint. Insur. Reserves	\$ 5,000.00	\$ 416.67	\$ 1.03
Total Fees	\$ 102,600.00		

Base Bill

\$ 21.06

Assume average user uses	2700	gallons
Actual Cost per 1000 gallons	\$ 8.86	
Average water cost to MVUD per user	\$ 23.92	
Average Charge per unit	\$ 44.98	

Additional Fees:

Returned Check Charge	\$35.00
Late Payment Fee	\$10.00
New Account Setup Fee	\$50.00
Restore Service Fee (during normal hours)	\$50.00
Restore Service Fee (during off hours)	\$100.00

**Utility Management Service Agreement
Between Gateway Utility Company Inc. and
Integra Services, LLC.**

This Utility Management Service Agreement (hereinafter referred to as the "Agreement") is made as of this 1st day of August 2015 by and between **Integra Services, LLC**, a Tennessee Limited Liability Company (hereinafter called "Integra"), and **Gateway Utility Company, Inc.**, a Tennessee not-for-profit corporation with principal office and place of business in Davidson County, Tennessee (hereinafter called "Owner" or "the Utility"). In this Agreement, Integra and the Owner are referred to collectively as the "Parties" and individually as a "Party".

WITNESSETH

WHEREAS, the Owner is in the business of providing utility services to residents and businesses within the Gateway Village Planned Unit Development ("Gateway Village") in Franklin, Williamson County, Tennessee, since 2010, or thereabouts; and

WHEREAS, the State of Tennessee ("State") through the Tennessee Regulatory Authority ("TRA") has recently advised the Owner that it considers the Owner to be a "public utility" within the meaning of T.C.A. §65-4-101 (6) and that it must acquire a certificate of public convenience and necessity to continue provide utility services;

WHEREAS, the Owner is in the process of applying for and obtaining such a certificate;

WHEREAS, the Owner owns certain assets and facilities more fully described in Exhibit A (hereinafter "the Facilities" or "Water System"); and

WHEREAS, the Owner is required as a public utility under the laws of the State to furnish safe, adequate and proper service, and to maintain its property and equipment to do so, as well as to provide the managerial, technical, financial, operational and maintenance capabilities required for the operation of a water system; and

WHEREAS, the Owner is authorized to enter and desires to enter into a services contract for the management of the Water System; and

WHEREAS, Integra is in the business of providing the managerial, technical, financial, operational and maintenance services to utility owners, and

WHEREAS, Integra is capable of rendering utility management services for the Owner; and

WHEREAS, Owner desires to engage Integra to provide such services,

NOW THEREFORE in consideration of the premises and of the right, powers and duties hereinafter set forth to be performed by each, Owner and Integra mutually agree to the following terms and conditions.

ARTICLE 1: DEFINITIONS

Definitions: As used in this Agreement, the terms listed in this Article shall have the following meanings:

A. **“Additional Services”** shall mean those Utility Operation, Management and Maintenance Services that are **NOT** included in the Scope of Services as set forth in Exhibit B (attached hereto and incorporated herein to this Agreement).

B. **“Certified Operator” or “Operator”** shall mean personnel, employees, or agents of Integra certified by the Tennessee Department of Environment and Conservation (“TDEC”) Water Treatment Facility Operators Certification Board or Water Pollution Control System Operators Certification Commission, to operate and maintain water supply, wastewater purification and related facilities.

C. **“Contract Start Date”** shall begin on December 1, 2015.

D. **“Water System” or “Facilities”** shall mean the assets described in Exhibit A.

E. **“Public Works Services and Utility Operation, Management, and Maintenance Services” or “Scope of Services” or “Services”** shall mean those professional services provided by Integra to the Owner as set forth in Article 2 and in Exhibit B.

F. **“State”** shall mean the State of Tennessee.

G. **“Uncontrollable Circumstance”** shall include, without limitation, earthquake, hurricane, tornado, tropical storm, flood, ice storm, explosion, fire, lightning, landslide, and other similarly cataclysmic occurrences.

ARTICLE 2 - SCOPE OF SERVICES BY INTEGRA

Owner engages Integra and Integra agrees to be engaged by Owner to provide the Services set forth in Exhibit B (attached hereto and incorporated herein to this Agreement) and to be performed in accordance with the terms and conditions set forth herein. All such Services shall be performed in a professional manner, using that degree of skill and care ordinarily exercised and consistent with industry standards and are to comply with the provisions of applicable laws, rules, regulations, codes, standards of governmental bodies or agencies having jurisdiction.

In addition to the Scope of Services, Integra may perform Additional Services at the written request of the Owner. Integra may perform Additional Services if such Additional Services are needed as a result of an Uncontrollable Circumstance or the existence of an unanticipated circumstance, situation or event not included in the Scope of Services. Integra shall be paid for such Additional Services on the basis set forth in Article 7.

ARTICLE 3 – RESPONSIBILITIES OF OWNER

Owner shall provide Integra with the items and assistance set forth in Exhibit C (attached hereto and incorporated herein to this Agreement), in accordance with the terms and conditions set forth herein.

Owner shall provide compensation and payment to Integra in accordance with the terms and conditions set forth in Article 7.

ARTICLE 4 – INDEPENDENT CONTRACTOR

Integra shall be deemed to be an independent contractor. Integra shall have no power or right to enter into contracts or commitments on behalf of the Owner unless specifically authorized in writing by the Owner to do so.

ARTICLE 5 –PERSONNEL

Integra represents that it has or will secure at its own expense all personnel required in the performance of its duties hereunder. Such personnel shall not be employees of or have a relationship with the Owner. All services required hereunder will be performed by Integra or under its supervision and all personnel engaged in the work shall be qualified and shall be authorized or permitted under state and local law to perform such services.

ARTICLE 6 – TERM OF AGREEMENT

Subject to the other provisions of this Agreement, the initial term of this Agreement shall be for a period of five (5) years and ending on the fifth (5th) anniversary of the contract date (Initial Term). Thereafter, this Agreement shall be automatically renewed for an additional term of five (5) years, unless canceled in writing by either party no less than one hundred and twenty (120) days prior to expiration of the Initial Term. The Contract Start Date shall be December 1, 2015. The Owner shall turn the Facilities over to Integra on , _____ 201__ , free and clear of the rights of any other operator thereof, and Integra shall commence providing the Services on , _____ 201__ .

ARTICLE 7 - TERMINATION

7.1 Termination for Default. Either party (the “Terminating Party”) may terminate this Agreement if a material breach of any provision of this Agreement has been committed by the other party (the “Breaching Party”) through no fault of the Terminating Party, provided that the following procedure is strictly adhered to:

7.1.1. If Owner fails to provide compensation and payment to Integra in accordance with the terms and conditions set forth in Article 8, Integra may declare Owner in default by issuing a Declaration of Default stating the effective termination date of the Agreement.

7.1.2 The Terminating Party must give the Breaching Party written notice setting forth in detail the alleged breach and a reasonable opportunity to correct them in accordance with provisions of this Article.

7.1.3 If the breach is not corrected within the time specified, the Terminating Party shall advise the Breaching Party that a Declaration of Default is imminent by sending written notice (a "Notice of Imminent Default") which shall set forth a description of the deficiencies constituting breach of this Agreement and provide the Breaching Party a period of not less than ninety (90) days within which to correct such conditions. Provided, however, if the nature of the alleged default is such that additional time is required to correct such default, then, provided that the party receiving such notice (i) promptly presents a plan to the Terminating Party for correcting the default and (ii) takes immediate and substantial steps toward correcting the default, then the period for effecting a correction shall be reasonably extended in accordance with the plan presented by the party allegedly in default.

7.1.4 If such deficiencies are not corrected within the ninety (90) day period, as the same may be extended, the Terminating Party may declare the Breaching Party in default by issuing a Declaration of Default stating the effective termination date of the Agreement.

7.1.5. In the event that the Owner disputes that Integra has corrected the deficiencies, a mutually acceptable professional engineer licensed to practice in the State of Tennessee will be selected and retained to be the judge of whether said deficiencies have been corrected.

7.1.6 The foregoing provisions notwithstanding, both the Owner and Integra shall have the right to terminate this contract at any time with or without cause on one hundred twenty (120) days written notice to the other party. Copies of any non-proprietary or confidential documents or records produced by Integra for the Owner in the course of Integra's performance of Services under this Agreement shall be provided to the Owner for continued operation of the Water System.

7.1.7. If the right of termination is exercised by either party, Integra shall complete the performance of any Services in a responsible manner through the termination date. Compensation for such Services shall be in accordance with the terms of this Agreement. Integra shall be compensated at its Standard Rates for any request made past the termination date.

ARTICLE 8 - COMPENSATION AND PAYMENT TO INTEGRA

For the services within the Scope of Services, Owner shall pay Integra compensation for each year during the Term as set forth in Exhibit D ("Annual Fee") (attached hereto and incorporated herein to this Agreement).

Owner shall pay Integra one-twelfth (1/12) of the Annual Fee for the current year within fifteen (15) business days of receipt of an invoice from Integra for services provided during the preceding month. Owner shall pay Integra interest at an annual rate equal to one and one-half percent (1.5%) per month, on payments not paid and received on the due date of the payment.

Integra shall provide each invoice on or about the first day of the month for services provided during the preceding month.

For Additional Services that Integra can provide in-house (*i.e.*, Integra does not have to enlist the services of a contractor or subcontractor and Integra does not have to lease any equipment to provide the Additional Services), Owner shall pay Integra additional compensation as provided in Integra's Preferred Client Rate Schedule for Additional Services that is set forth in Exhibit E (attached hereto and incorporated herein to this Agreement). The rates contained in the Preferred Client Rate Schedule for Additional Services are not subject to change. In the event the rates listed in Exhibit E change, Integra shall notify Owner of such rate changes prior to performing any work. For Additional Services that Integra cannot provide in-house (*i.e.*, Integra has to enlist the services of a contractor or subcontractor or Integra has to lease equipment to provide the Additional Services), Owner shall pay Integra additional compensation based upon Integra's actual costs (including overhead, equipment, materials and labor),.

ARTICLE 9 – INDEMNIFICATION

Integra agrees to indemnify and hold harmless the Owner, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, fines, civil penalties, cost, expenses, and attorney's fee to the extent resulting from the negligence or willful misconduct of Integra, its officers, agents, servants and employees in the performance of this Agreement; provided, however, that Integra shall not be liable for any suits, actions, legal proceedings, claims, demands, fines, civil penalties, damages, costs, expenses, and attorney's fees arising out of the negligence or willful misconduct of the Owner, its officers, agents, servants, and employees. Integra shall be given full authority to contest such suits, actions, legal proceedings, claims, demands, fines, civil penalties, and violations of this Agreement.

Owner agrees to defend, indemnify and hold Integra, and its affiliates, together with its officers, directors, employees, and agents, harmless from any liability for damage or claims that may arise from an environmental claims resulting from Uncontrollable Circumstances, the failure of Owner to perform its responsibilities under Article 3, any discharge, dispersal, release, or escape from the Facilities; any flow into or upon land, the atmosphere or any water course or body of water, or any acts, errors or omissions by any elected or appointed officer of Owner, except to the extent caused by Integra's negligence or willful misconduct.

Neither Party nor its affiliates shall be liable to the other Party for any special, consequential, indirect or incidental damages relating in any way to this Agreement or the Facilities, loss of actual or anticipated profits or revenue or cost of claims of customers.

ARTICLE 10 – UNCONTROLLABLE CIRCUMSTANCE

Except for the obligation to pay compensation, a Party's performance under this Agreement shall be excused if, and to the extent that, the Party is unable to perform due to an

Uncontrollable Circumstance. In the event of an Uncontrollable Circumstance, if a Party is unable to perform certain services required by the Agreement, then that Party shall promptly notify the other Party of the existence of such Uncontrollable Circumstance and the specific services that cannot be performed. The Party unable to perform certain services shall perform all services under this Agreement which are not affected by the Uncontrollable Circumstance. The Party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the Uncontrollable Circumstance.

ARTICLE 11 - INSURANCE

Integra shall maintain at its own expense Worker's Compensation, Commercial General Liability, and Automobile Liability insurance policies for the duration of this Agreement in the following amounts:

Type of Insurance

Limits of Liability

Workers' Compensation

Statutory Workers' Compensation

Commercial General Liability

\$1,000,000 limit for personal injury and property damage per occurrence and \$2,000,000 in the aggregate

Automotive Liability (Auto)

\$1,000,000 each accident or loss
Combined Bodily Injury and Property Damage
All Vehicles covered hired car and non-owned
Automobiles.

Owner agrees to indemnify and hold harmless Integra in the event that any act by an agent or employee of Owner results in any claims against Integra. Integra agrees to indemnify and hold harmless Owner in the event that any act by an agent or employee of Integra results in any claims against Owner. Integra agrees to include Owner in any liability insurance policies it holds as a named insured, and certificates of insurance shall be provided upon request. In no event shall either Party be responsible for the intentional wrongful acts of the other. All policies of liability insurance required to be maintained by Integra shall provide that coverage shall not be canceled or non-renewed until at least thirty (30) days prior notice has been given, except only ten (10) days' notice shall be provided for non-payment of premium.

Owner shall procure and maintain fire, property, and boiler and machinery insurance, on an all risk basis, on the Facilities, in an amount equal to 100% of the value of their repair or replacement. On behalf of itself and its insurance carriers, the Owner agrees to provide Integra a waiver of subrogation except to the extent any casualty is caused by Integra.

ARTICLE 12: FORCE MAJEURE

Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by

any cause which is beyond the reasonable control of such Party (hereinafter called "Force Majeure"). Force Majeure includes, but is not limited to, any of the following, if reasonably beyond the control of the Party claiming Force Majeure: earthquake, hurricane, tornado, tropical storm, flood, ice storm, explosion, fire, lightning, landslide, or other similarly cataclysmic circumstances, war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, delays or interruptions in transportation, terrorist acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the Party claiming Force Majeure.

ARTICLE 13 – DERIVATIVE IMMUNITY

The Owner acknowledges and agrees that the Owner has asked Integra to meet and keep certain specifications and requirements for the operation, maintenance and management of the Facilities and Integra has agreed to comply to those specifications and requirements, and as such, shall have, to the extent necessary and permitted by applicable law, such immunities as the Owner may have from suit and from liability to third parties in connection with the operation, maintenance and management of the Facilities. Nothing herein shall or be construed to constitute any waiver by Integra of any claim or defense of immunity of any kind permitted by law against any third party, and Integra expressly intends to preserve and does preserve and retain all such rights.

ARTICLE 14 - NOTICE

For purposes of this Agreement, notices and all other communications provided for or permitted herein shall be in writing and shall be deemed to have been duly given when personally delivered or when mailed by United States certified mail or nationally recognized courier service, prepaid, return receipt requested, addressed as follows:

If to Integra:

Mr. John McDonald
Integra Services, LLC.
600 University Park Place, Suite 275
Birmingham, AL 35209
Tel 205-326-3200
Fax 205-326-6856

If to the Owner:

Lynn Ellsworth
President, Gateway Utility, Inc
5042 Thoroughbred Lane, Suite 200
Brentwood, TN 37027

Or to such other addresses as either party may furnish to the other in writing in accordance herewith, except that notices of changes of address shall be effective only upon receipt. The

parties must provide written notice of any changes to the authorized representatives in advance of such change.

The following individuals are the point of contact for the administration of this Agreement:

Integra:

Mr. Michael Myers
Integra Services, LLC.
P.O. Box 670
Bailey, NC 27807
Tel 252-235-4900
Fax 252-235-2132

Owner:

Lynn Ellsworth
President, Gateway Utility, Inc
5042 Thoroughbred Lane, Suite 200
Brentwood, TN 37027

ARTICLE 15 - GOVERNING LAW AND JURISDICTION

The interpretation, validity, effect, and enforcement of this Agreement are to be governed and construed in accordance with the laws of the State of Tennessee. Jurisdiction and venue for any disputes shall be exclusively in the Chancery Court for Williamson County Tennessee.

ARTICLE 16 - ASSIGNMENT

The benefits and obligations hereunder shall inure to, and be binding upon, the Parties hereto. This Agreement may not be assigned by either Party, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except that the Owner's consent shall not be required for any assignment by Integra to an affiliate of Integra or its parent or to a wholly owned subsidiary of Integra.

ARTICLE 17 - CHANGES

Owner may request changes in the Scope of Services to be performed pursuant to this Agreement. All changes to the Scope of Services must be in writing and signed by the Parties. If any such changes cause an increase in Integra's costs and/or increase the time required for, or the nature of performance of the Scope of Services, Integra shall so notify Owner within thirty (30) days of receipt of the change order notification, and an equitable adjustment shall be made in

Integra's Compensation and Payment, and this Agreement shall be modified by a Change Order signed by Integra and the Owner.

Owner may from time to time assign to Integra "Task Orders" which would consist of work outside the scope of this Agreement but within the expertise and experience of Integra and which may involve special repairs or maintenance, the scope and time of completion which will be elaborated at the time of assignment. Task Orders will be assigned as written change orders and payment will be made either by lump sum, provided Integra has furnished a written estimate of the cost of the proposed Task Order, or by time and material charges, should both Parties agree.

ARTICLE 18 – ACCESS AND USE OF UTILITY EQUIPMENT

Owner shall provide access to and use of the real property, equipment, improvements, buildings, structures, and facilities that are under the Utility's ownership or control that are presently located within the collection system and distribution system. Additionally, Owner shall provide access to and use of all real property, equipment, improvements, buildings, structures, and facilities that are under the Utility's ownership or control that are required by Integra to fulfill its obligations under this Agreement.

ARTICLE 19 - SEVERABILITY

In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability thereof shall not affect the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms.

ARTICLE 20 – HEADINGS AND DEFINITIONS

The section headings have been inserted for purposes of convenience and shall not be used for interpretive purposes.

ARTICLE 21 – SUCCESSORS BINDING AGREEMENT

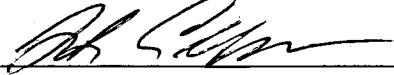
This Agreement shall be binding upon and inure the benefit of the Parties and their respective successors and permitted assigns.

ARTICLE 22 - ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the Parties as to the matters contained herein and merges and supersedes all prior discussion, proposals, presentations, agreements and understandings of every kind and nature among them. No Party shall be bound by any condition, definition or representation other than as expressly provided for in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Gateway Utility Company, Inc

By: 

Name: Lynn Ellsworth

Title: President

Date: 12-3-15

Integra Services, LLC

By: _____

Name: Michael J. Myers

Title: President

Date: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Gateway Utility Company, Inc

By: [Signature]
Name: Lynn Ellsworth
Title: President
Date: 12-8-15

Integra Services, LLC

By: [Signature]
Name: Michael J. Myers
Title: President
Date: 12-17-15

Exhibit A

EXHIBIT B

SCOPE OF SERVICES

Integra agrees to act and provide certain utility operation, management and maintenance services for the Facility as described below. Pursuant to Article 17, any changes in the Scope of Services that cause an increase in Integra's costs and/or increases the time required for, or the nature of performance of the Scope of Services, an equitable adjustment shall be made to Integra's Compensation and Payment. The Scope of Services includes the following:

1. Integra will provide properly trained and certified staff in order to operate and manage the Water Distribution System as needed by all Federal, State and Local Laws and Regulations. Integra shall furnish the level of manpower needed to properly act as the operator for the water distribution system. Integra will provide all wages and salaries for the assigned personnel.
2. Integra will pay expenses as required in the performance of these duties, which include:
 - 1) Personnel costs for all staff, including overtime expenses for staff;
 - 2) Vehicles suitable for transporting equipment and operators;
 - 3) Fuel, taxes, tags, maintenance and insurance for vehicles;
 - 4) Normal operating supplies -- including tools and general supplies;
 - 5) Lab/testing
 - 6) Other reasonable and related costs normally associated with the execution of the Scope of Services.
3. Integra will deal with the public and community groups in a professional manner. Any complaints received by the Owner will be acted upon immediately by the Owner, and the Owner will promptly inform an Integra representative of any complaints and subsequent actions. Integra will document all complaints and issues raised by the public, including relevant facts and information connected to the reason of each contact, the individual(s) dealt with, date and time of contacts, and the ultimate resolution of each issue.
4. Integra's superintendent or appropriate staff will attend the meetings (including but not limited to monthly staff meetings, budget meetings and other meetings) of the Owner as well as meetings with officials of State and Federal Regulatory Agencies, upon request by the Owner.
5. All replacements, repairs, upgrades and new installations will be approved by Owner before work begins, except in cases of emergency where health, safety and violation of permit are at risk. With the exception of emergencies, Integra will not purchase any single item over \$100.00 without prior approval of Owner. Owner shall not unreasonably withhold, condition or delay its approval.

Initial Asset Inventory and Condition Assessment

As part of the transition to Integra assuming operation, maintenance and management of the water distribution system, Integra will perform, with Gateway Utility representatives, a field inventory of the installed fixed assets of the Water System, using tabulation sheets and checklists similar to the draft versions included in Appendix A. This inventory will be performed using the preliminary information obtained from Gateway Utility, which will be supplemented as needed,

to arrive at a complete inventory of the System. Summaries from the tabulation sheets will be developed, and, as shown on the checklist, compared to the Utility's inventory, with the differences shown. If there are any differences between the inventory developed with the tabulation sheets and checklists, and the Utility's inventory, Integra will advise Gateway representatives and, jointly, a resolution will be made. As part of the field evaluation, Integra will access the remaining useful life of the major components evaluated, and provide a ranking on needed repairs. Emphasis will be given to the existing meters as there appears to be significant issues associated with the communication (ERT) located on the meters.

Following contract award, Integra will coordinate with appropriate Gateway Utility representatives to establish the time for the inventory to be conducted. Integra will have its personnel and/or representatives available for the agreed upon time to perform the inventory, which will include a field inventory. A review of maps, maintenance records and other records will need to be performed prior to field surveys and be used for confirmation/clarification purposes. The data collection of the field inventory is estimated to take no more than two (2) days of site visits, and will be conducted between 15 and 30 days after Contract Award. The exact timing will be coordinated with Gateway Utility personnel, who may need to be involved.

Following the field surveys, Integra will begin the process of reviewing and tabulating assets based on the surveys and maps of the Systems. Integra will tabulate and summarize the inventory and will provide to Gateway Utility, for review and verification, a complete copy of all checklists and tabulation sheets, along with electronic spreadsheets and other documents, created as part of the inventory and summarization process.

One additional site visit is estimated for our project manager to review plans with GWU staff. Thereafter, the inventory will be updated by Integra as appropriate to reflect changes, additions, and deletions to the Systems, made by Gateway Utility.

Deliverable: inventory of water and wastewater assets with available attribute data.

Timeline for completion: 30-60 days.

Operation, Maintenance and Management of Water Distribution System

The scope of this proposal includes the operation, maintenance and management of the Gateway Utility Water System. The remainder of this section and proposal describes the scope and methodology Integra will employ in performing our duties.

1.1. Planning and Programming

The purpose of Planning and Programming is to provide the Board with the types of resources and services typical of a utility department. Planning and Programming is not intended to provide the detailed analysis typical for master planning, construction estimate, utility rate reviews, etc. but rather to provide Program Management of these activities. The following listing generally describes these activities:

- Attend meetings such as Planning Meetings, Construction Meeting, Budget Meetings, Board Meetings, etc., as required by the Board;
- Assist with master planning for the utility system by identifying future project requirements;
- Coordinate the design and construction of the utility system (with Board, A/E, and construction contractors);
- Identify the specific utility requirement for each project;
- Coordinate with Community Planner;
- Ensure system deficiencies are identified;
- Participate in strategic planning and propose long-term initiatives;
- Develop budget estimates for unfunded projects;
- Conduct site visits;
- Respond to customer questions;
- Review Non-Integra Invoices for additional services and make recommendations regarding payment;
- Collect and facilitate payment of Non-Integra Water Distribution System related invoices in accordance with approved Board procedures;
- Procure additional Water Distribution System related services, as needed and approved, in accordance with approved Board procedures.

During our initial meeting the board expressed several issues and/or concerns, in addition, our discussion identified some areas that are recommended for restricting. Planning and Programming services are the general umbrella that allows Integra to engage in managing those activities. While the board likely has issues or concerns in addition to those expressed at the meeting, some of the issues/concerns identified include:

- Non-Functioning Meters – Integra believes the root cause of the meter concern is that the part of the meter that transmits the reading back to the billing system is not functioning properly on many meters. It is our understanding that the communications piece is proprietary and owned by the contractor performing billing services for Gateway. Integra feels that the most cost effective solution for transitioning is to transition from the current fixed network system to a direct read system. Ideally, the meters would be located at the edge of the Right of Way, which would make direct read meter the most cost effective solution for a utility of this size. Integra will work with the board to find the most cost effective solution to this issue.
- Sewer Billing – While Gateway Utility does not own the sewer lines in the community, they are currently billing the customers for sewer. Integra will analyze this arrangement and discuss any pertinent issues and seek board's direction on any proposed solutions.

2.1. Coordination Meetings

Integra welcomes coordination and utility status meetings with Board personnel quarterly or more frequently as needed to discuss issues related to water utility services, and to get critical feedback concerning policy decisions and the Board's satisfaction with the performance of Integra. In addition, Integra representatives will be available at anytime with reasonable notice to meet with Board representatives.

At least once each year, on or about the anniversary date of the transition, Integra will initiate a review meeting with the Board officials to solicit comments as to the quality of service Integra is providing, review and approve annual and five year capital and operating budgets, and the overall degree of satisfaction with the service being provided. Following such meetings, Integra will prepare a report summarizing the meeting and identifying any action it believes should be taken to address any issues raised by the Board. The report will be reviewed by Integra senior management and forwarded to Board representatives, along with any recommendations for action required of by Integra. Following review and comments by Board representatives, Integra will incorporate any necessary and/or agreed upon changes into its operating plans for the upcoming fiscal year.

2.2. Procurement Assistance

While not anticipated, in the event that situations arise that are outside of the scope of this proposal, Integra offers at no additional cost to the Board Procurement assistance. Over the years, Integra has established a strong network of suppliers and vendors and has experience with dealing with many vendors and supplier in the area. Integra offers as part of its service, 'in-kind' assistance with Request for Proposal development, RFQ solicitations, Technical and Cost Proposal Solicitation, etc.

2.3. Regulatory Assistance

As the entity charged with managing the water utility, Integra intends to work with regulatory agencies having jurisdiction over the water system, as if it were owned by Integra. Integra's staff includes many former regulatory officials and we have worked over the years to establish a strong network with the regulatory agencies. This knowledge allows Integra to offer the expertise few other firms are able to offer. Integra's regulatory assistance includes 'in-kind' services and does not include consultant or subcontracted services.

3.1. Notification of Inspection

From time to time, it will be necessary for representatives from various government agencies visit the site for an official inspection. These lists may include, but is not necessarily limited to, representatives from the U.S. Environmental Protection Agency (EPA), Tennessee Department of Environment and Conservation (TEDC), Tennessee State or County Department of Health, or OSHA. In the event that any representatives of these or other organizations require access to the facility, Integra will immediately notify the designated Board official.

2.4. O&M and Capital Budget Planning Assistance

Integra's standard practice is to provide assistance with development of operation and capital budgets. If selected Integra's responsibilities as the operations, maintenance and management entity puts us in a unique position to understand the condition, limitations, and challenges of the water systems. Therefore, Integra's intent is to work with Board representatives in developing and presenting the annual and five year capital budgets. If the Board has an engineer, Integra is well suited to work as the liaison between the Board and its Engineer to develop capital budgets

that reflect the needs of the utility infrastructure. Integra and its staff have over 150 years of combined experience in managing utility engineering departments and developing capital budgets. It is our philosophy that operating and capital budgets are plans and as such need annual updating. Thus, we work to update annual and long range operating and capital budgets each year.

2.5. Records

Integra will maintain those records either required or customary for a water utility. Some of the records Integra will be required to maintain include but is not limited to:

- ❖ Analytical Results
- ❖ Operator Log Book
- ❖ Regulatory Reports (e.g. Consumer Confidence Reports, Water Usage Reports, Etc.
- ❖ Inspection Reports
- ❖ Asset Information (e.g. maps, record drawings, etc.)
- ❖ Notice of Violation
- ❖ Water System Management Plan
- ❖ Water Conservation Plan
- ❖ Billing Records
- ❖ Meter readings
- ❖ Preventive and Corrective Maintenance Service Order
- ❖ Customer generated service orders

3.1. Record Drawings

Integra will maintain record drawings for existing and new facilities installed by Integra within the service area. Upon reasonable request and with reasonable notice, the Board may use and copy such drawings. Integra will provide available drawings to the Board in the form of CAD-CAM disks using the latest release software compatible with the Board systems. Integra will also provide information to allow for updates to the Board's Geographical Information System (GIS). Integra will identify changes to and update utility system maps in both hard copy (full size) and electronic media formats annually.

3.2. Records to be Provided to Integra

It is anticipated that upon completion of the initial inventory project, that the Board has or will make best efforts to provide Integra with the records identified in Table 1, including geo-reference water distribution system data. Thereafter, Integra will provide the latest version of the utility system maps to Board annually or more frequently.

TABLE 1
Manuals, Drawings, and Records
Water Distribution System,

Quantity	Item	Description	Remarks
1	Drawings	CAD Drawings	Hard Copy
1	Electronic	CAD Drawings	Electronic Copy

Drawings			
<i>1</i>	Electronic Database	GIS Database	Electronic Copy
<i>1</i>	<i>Model</i>	Water Distribution Model Study	Electronic Copy
<i>1</i>		Manuals, drawings, records, and reports	Hard Copy

3.3. Tennessee Public Water Supply Records

Integra will be responsible for creating, maintaining, and disposing of those records that are required by the Tennessee Department of Environment and Conservation rules and regulations. If requested by the Board, Integra will provide the original record, or a reproducible copy of any such record, within ten (10) working days of receipt of the request.

The following information will be retained:

- Water supply records will be entered into the existing Integra Water Supply Database. Integra will begin entering water usage to create a baseline against which it can monitor demands and production;
- Water quality records will be entered into the Water Quality Database. This allows the user to check water quality records and analyze trends.

Records similar to the following will be retained:

- Results of microbiological analyses shall be kept for not less than 5 years;
- Results of chemical analyses shall be kept for not less than 10 years;
- Records of action taken by the system to correct violations shall be kept for not less than 3 years after the last action taken;
- Copies of any written reports, summaries, or communications relating to sanitary surveys shall be kept for not less than 10 years;
- Records concerning a variance or exception shall be kept for not less than 5 years;
- Disinfection profiling and benchmarking data shall be kept indefinitely.

Additionally, the following records will be retained for a period of at least two (2) years:

- The amount of chemicals used, if any;
- Disinfectant residual monitoring;
- The date, location, and nature of any water outage or other complaints received by the system and the results of any subsequent complaint investigation;
- The general maintenance records for water system equipment and facilities.

Per EPA requirements (40 CFR 264.73(b)(9)), the monitoring and reporting records, including strip charts and calibration certifications must be retained for a period of at least three (3) years.

Integra will keep any additional records as required.

The Integra work management system provides the status of Service Requests and Service Interruptions. Significant events are recorded and date stamped. At any time, after the Service Request has been entered, a determination can be made as to the status of the Work Order and time intervals associated with each event. If a delay occurs, the date the delay began is noted and the reason.

2.6. Utility Management Support

Utility Management Support included as part of this proposal is intended to cover those activities typical of Utility Managers, including:

- Participate in strategic planning and long term initiative meetings;
- Program Management for Master Planning activities related to the Gateway Water Utility;
- Program Management for Utility Ordinance maintenance, development and upgrade;
- Program Management for Water rate analysis and recommendations. Final approval of rate recommendations shall be the responsibility of Board Officials and Leaders;
- Develop annual Capital and Operating and Maintenance Budgets;
- Monitor and report on future regulatory initiatives and changes that could potentially impact the Board and its Water System;
- Develop, maintain and update O&M Plan, Contingency Plan, Communications Plan, Program Management Plan, vulnerability assessment, and Water System Management Plans, as required;
- Identify system deficiencies;
- Read up to 500 meters once per month and input into Integra's Billing System;
- Provide Billing services to the Board for 500 customers per month;
- Turn off/Turn on customers with delinquent payments;
- Record maintenance;

2.7. Utility Design and Construction Support

Integra offers as services related to design and construction of the water system. As the entity charged with operating the facilities, Integra has found value in being active in the design and construction of utility infrastructure. We do not practice engineering but rather work with Engineers to ensure that the Board receives the best end product. To that end, we typically support utility owners in many different facets including

- Program Management for Capital and Engineering activities related to Utility activities;
- Program Management for Utility Construction Standards. This includes maintenance, management and enforcement of standards. If the Board already has established water utility standards, Integra will review and approve any proposed additions to the water system to ensure compliance with these standards. If the Board does not have established construction standards, Integra is able to provide industry accepted construction standards to the Board's Engineer;

- Attend meetings, such as but not limited to, budget, pre-design meetings, design charrettes, preconstruction meetings, construction meetings, and partnering meetings;
- Program Management for Utility Record and GIS Maintenance. This includes maintenance, management utility record and GIS information once developed but not include the initial development of geospatial database or initial field surveys required to develop a GIS system. Integra is able to propose separately on development of these programs if desired by the Board;

3.1. **Policy Management**

Integra offers at no additional cost to the Utility assistance with updating and managing the ordinances related to the water system. Over the years, Integra's staff have worked to develop ordinances for local governments ranging from a few hundred people to over 100,000 people.

1.2. ***Operation, Maintenance and Management of the Water Distribution System***

Integra proposes to operate and manage the water system for the Board. The following outlines the general services included with operation and management of the Water System:

- Primary Operator in Responsible Charge;
- Back up Operator in Responsible Charge;
- 24 hour, seven day a week on call emergency response;
- Respond to customer initiated corrective action service orders according the response times listed in this proposal;
- Water utility line locates;
- Attendance at Regulatory Agency Inspections and meetings;
- Coordination with Tennessee Regulatory Agency's regarding the operation of the water system;
- Development of TTHM/HAA, Total Coliform and lead and copper sampling plans;
- Upon testing of chlorine levels, collect bacteriological samples from the distribution system per the sample site plan and deliver to a certified laboratory for analysis;
- Comply with the requirements of the lead and copper program, including distribution of lead and copper educational material and coordination of lead and copper sampling, as required by Tennessee Department of Environment and Conservation;
- Collect and deliver to the laboratory samples according the sample site plan for disinfection by-product monitoring as required by the Tennessee Department of Environment and Conservation;
- Provide the analytical testing over the term of the contract for a water system of this nature. Integra has based its proposal on the regulatory requirements as of April 9, 2015, and includes parameters such as: Total Trihalomethane/Halo Acidic Acids, Total Coliform (BacT), Lead and Copper, Asbestos, Residual Chlorine. For additional testing above what is customary, Integra and the Board would negotiate a fair and reasonable equitable adjustment to the contract;

- Track compliance monitoring and collect and deliver to a certified laboratory those parameters required according to the Tennessee Department of Environment and Conservation;
- Monitor and Record Key Operational and Process Control Parameters;
- Monitor inventory levels of any potential chemicals, parts and supplies and coordinate replenishment;
- Maintain an Operator Log recording operational adjustments and maintenance activities;
- Notify the Board of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Integra will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- Coordinate new service installations, including tap, corp stop, meter, meter box and meter setter for new connections after initial system construction. Note: Proposal does not include subcontractor cost, Integra will solicit pricing from qualified local contractors and present those to the board for approval;
- Provide labor, tools, and equipment for preventive maintenance on the water system. Note Integra will coordinate corrective maintenance (e.g. water leaks, hydrant repair/replacement) activities with qualified local contractors;
- Calibrate any instrumentation associated with the water distribution system. Note this does not include calibration of water meters, Integra will coordinate calibration of water meters and bill cost associated with the calibration to the individual customers;
- Review, approve and forward to appropriate Board representative any power bill or other invoices associated with the Gateway Water System;
- Lubricate equipment as needed;
- Adjustment to the Water System. No adjustment will be made to the process control of the water system by personnel other than Integra employees or its contractors, unless approved by Integra.

1.3. *Operation, Maintenance and Management of the Water Conservation Program*

- Develop, maintain and obtain state approval of a Water Conservation Program (update plan as required to meet the Board's goals and objectives);
- Enforce, on behalf of the Board, the approved Water Conservation Program;
- Prepare and file with the State of Tennessee any required reports associated with the Water Conservation Program;
- Monitor proposed legislation and inform Board of potential impacts of upcoming regulatory changes;

1.4. *Operation, Maintenance and Management of the Cross Connection Control Program*

- Develop and manage a state approved cross connection control program;
- Provide a cross-control operator;

- Review Board ordinances and make recommendations related to the Cross Connection Control Program to ensure compliance with approved cross connection control program;
- Review and approve any proposed installation of new backflow prevention devices on the Water System;
- Maintain a database of testable backflow prevention devices for the Water Distribution System;
- Issue notices and maintain inspection and testing records associated with backflow prevention devices attached to the Water System;
- Coordinate the inspection and testing of Board owned Backflow Prevention Devices, if any, attached to the Water System;
- Initiate the issuance of any work orders required to terminate water service to customers delinquent in fulfilling their requirement to test their cross connection control device;
- Perform facility inspections, as required, to determine the potential for cross connections and the need for backflow prevention;

1.5. *Maintenance, Repairs, and Replacements*

Integra has included, as part of its proposal, a materials, supplies or subcontractor budget of \$15,000 per year for corrective/emergency maintenance and repair. Because of the numerous factors that affect corrective maintenance and repair, it is impossible to know if this budget will meet the demands of the system. In the event, maintenance and repair exceed the amount budgeted, the Board shall be responsible for the additional cost of the repairs or replacements parts or subcontracted service needed for proper operation of the water system except that Integra shall be responsible for any repairs or replacements that result from negligence of Operator, its contractors, agents, and employees.

If the anticipated amount of costs, maintenance, repairs, or replacements for which the Gateway Utility is responsible exceeds \$300, Integra will obtain prior approval from the Board unless delay in making such repairs or replacement will cause an emergency such as creating unsafe conditions for the end users of the utility, Integra's employees or other persons or create environmental hazards.

Additionally, Integra has included a \$10,000 budget for purchase of meters associated with a meter replacement program. As part of Integra's assessment of individual meters, this budget will allow Integra to repair, replace, or relocate meters.

1.6. *Supplies and other Subcontracted Service Not Included*

This proposal is intended to provide turnkey operation, maintenance and management of the Water System; however, certain expenses may be required in addition to those included in this proposal. The following costs are not included and if desired by the Board shall be reimbursed to Integra on a cost plus 15% basis:

- i. Purchased Power;
- ii. Property Insurance;

- iii. Subcontractors
- iv. Purchased Water
- v. Purchased Sewer
- vi. Corrective Maintenance in excess of the allowance included in this proposal
- vii. Additional support needed in the event of a catastrophic loss or acts of god;

Integra will review, approve and forward to the appropriate Board official, invoices require for the operation of the Water System

1.7. *Customer Service, Billing and Collections*

- Customer Account Management
- Respond to customer inquiries
- Service order processing and tracking
- Service order records management
- Customer account bill production and mailing
- Collection of all funds through direct mail, or automatic bank draft
- Lockbox to receive payments from direct mailing
- Bank account, in county name, for receipt of utility account payments, to be deposited as required by law for Counties.
- Consumer Confidence Report Production
- Consumer Confidence Report distribution through direct mailing or other TEDC approved method

EXHIBIT C

Owner will supply the following:

1. A Board representative employee to act as a contracting officer representative responsible for coordinating operational matters and quality assurance for the services provided;
2. Rehabilitation and correction of substandard conditions are the responsibility of the Owner.
3. Parts associated with replacement, repair, remedial, upgrades and new installation performed by Integra, at the request of the Owner, shall be invoiced monthly.
4. Integra will manage all permits and licenses by TDEC for the water distribution system which will be executed and paid by owner.
5. Integra will manage all easements, licenses, and equipment warranties for the mutual benefit of both the Owner and Integra
6. Integra agrees to manage a mutually agreed upon spare parts inventory and owner will pay for all upgrades and modifications required by State or Federal regulatory agencies.
7. The owner will pay for power to run the water distribution system, if any.
8. Costs associated with chemicals needed for treatment, if any.
9. Purchase water from the City of MVUD with the assistance of Integra and the Sewer from the City of Franklin, TN
10. Integra will be required to pay for and maintain their own licenses, etc. for their own operations and employees

EXHIBIT D
CONTRACT COMPENSATION

1. MONTHLY OPERATING FEE

a) Owner shall pay Integra a monthly operating fee according to the following schedule:

Contract Line Item #	Description of Service	Monthly Payments	Number of Annual Payments	Annual Payment
0001	Water System O,M&M	\$2,000	12	\$24,000
0002	*Meter Replacements		As invoiced	\$10,000
0003	*Corrective Maintenance		As invoiced	\$15,000
0004	**Initial Inventory and Condition Assessment		As invoiced	\$10,000
0005	Customer Service & Billing		12	\$7,500

*estimate: actual amount may be adjusted upon agreement by both parties

**Integra will provide a report and plan for remedying pertinent issues

b) This fee shall be payable and due fifteen business days after receipt. Invoicing is expected to occur on or around the first day of each month for services rendered for the previous month.

2. ADJUSTMENTS AND ADDITIONS TO MONTHLY OPERATING FEE

a) Maintenance, replacement, repair, upgrade, rehabilitation and new installation outside the scope of the Operator in Responsible Charge (as approved by the Utility) shall be invoiced separately and will be based on time and materials needed for the job, payable to Integra within 15 business days of receipt date.

b) For additional services beyond the in-house capabilities of Integra, a markup of 15% will be made to all subcontractor labor and equipment, as well as purchased material, supplies and travel expenses.

3. ANNUAL ADJUSTMENTS

Annual fee adjustments will be based on the Consumer Price Index (CPI), Employment Cost Index (ECI) and Producer Price Index (PPI), and will be initiated on July 1 of each calendar year.

- a) CPI shall be used for all non-labor and chemical related expenses.
 - b) ECI shall be used for personnel related expenses.
 - c) PPI shall be used for chemical related expenses.
3. TASK ORDER AUTHORIZATION FOR ADDITIONAL WORK

All additional work under this Agreement, except for emergency situations, must be pre-approved and authorized by a representative of the Owner.

EXHIBIT E

INTEGRA PREFERRED CLIENT RATE SCHEDULE FOR ADDITIONAL SERVICES

Position	Hourly Rate
Director of Utility	\$120.00
Project Manager	\$80.00
Office/Billing Manager	\$43.00
Office Assistant	\$33.00
Inspector	\$55.00
Serviceperson II - Foreman	\$45.00
Serviceperson I - Skilled	\$40.00
Laborer	\$35.00
Grade A - Water	\$50.00
Grade B - Water	\$45.00
Grade C - Water	\$40.00
Cross Connection Operator	\$42.00
Laboratory Technician - Water	\$33.00
Grade IV - Wastewater	\$52.00
Grade III - Wastewater	\$47.00
Grade II - Wastewater	\$42.00
Grade I - Wastewater	\$40.00
Spray Irrigation System Operator	\$47.00
Physical/Chemical Operator	\$47.00
Subsurface Operator	\$42.00
Land Application Operator	\$42.00

*These rates are good during normal hours of operation (8AM-5PM)
Rates will be at 1.5x for labor outside of normal hours of operation.

GATEWAY BASIC CUSTOMER FILE

6 3/30/2016

UMS Acct Num	FIRST NAME	LAST NAME	SERVICE ADDRESS	ADDRESS 2	STREET NAME	UBS LOC CODE	RECD APP
126	MICHAEL/CHERYL	ZORN					Y
171	BLAKE	BLACKSHEAR					Y
176	JARED/KIMBERLY	BARNES					N
127	Lesa	Blackford					Y
128	Glenn	Sheriff					N
129	Tim	Davis					Y
130	Christopher	WHITE					Y
131	JULIE	WILKERSON					Y
132	Patricia	Gross					N
133	Jennifer/Guy	Courage					Y
134	Percy	Watkins					N
135	James	Hays					Y
71	Sally	Reynolds					N
72	Lee Ann	Pilkington					Y
73	Jill	Khan					N
74	Nicki	Showah					Y
75	Stephen	Cork					Y
76	Patrick	Byrd					Y
77	Jeff	Gallagher					N
78	Adnan	Barqawi					Y
79	Ralph/Stephanie	Olesky					N
136	Matthew	Fischer					N
80	Gregory /Karrie	Galdino					Y
81	Benjamin	Winters					N
137	Shawn	Damirian					N
KEY UMS	KATELYN STILLIONS	ANDREW LATTIS					N
138	SINA	GANGWISCH					N
172	NATHAN / CARY	POWERS					Y
139	Jacqueline	Browner					Y
140	Jonathan	Plisco					N
141	PENNY	GAUDER					Y
142	David	Welch					Y
143	Brittany	Schaffer					N
144	Yoon Min	Kim					N
145	Lori	Smith					N
146	Patricia	Rothenberg					Y
147	Michael	Soares					Y
148	William	Bibb					Y
149	Shelley	Mayfield					Y
150	Ronald	McKinney					Y
151	John	Edwards					Y
152	Russell C	Brisby					Y
153	Robert	Forman					Y
154	Teri	Nelson					Y
82	LEO / BETTYE	Sotiros					Y
83	April	Eaton					N
155	Raymond	Narleski					N
156	Darrel	Girardier					Y
157	Rhoda	Freeman					N
158	Nancy	Waynick					N
159	Stephanie	Smith					N
84	DOUGLAS/EMILY	HALL					N
160	Donna	Adams					Y
85	Leigh	Kentof					N
86	Christopher	Pappas					N
KEY UMS	ERIC	KNOX					N
87	Annice	Hardaway					Y
163	CUMBERLAND PARK IRR MTR 15	ATTN SEAN PHELAN		IRR MTR 15		PARK DR	N
161	CUMBERLAND PARK IRR MTR 1	ATTN SEAN PHELAN		IRR MTR 1		PARK DR	N
162	3000 STANSBURY IRRM13	CAMDEN COMMONS POA		IRR MTR 13 - CK MTR			N
164	CUMBERLAND PARK IRR MTR 2	ATTN SEAN PHELAN				PARK DR	N
165	CUMBERLAND PARK IRR MTR 3	ATTN SEAN PHELAN				PARK DR	N
166	CLARE PARK IRR MTR 4	ATTN SEAN PHELAN				PARK DR	N

GATEWAY BASIC CUSTOMER FILE

3/30/2016

UMS Acct Num	FIRST NAME	LAST NAME	SERVICE ADDRESS	ADDRESS 2	STREET NAME	UBS LOC CODE	RECD APP
168	PLAZA 2 IRR MTR 7	CAMDEN COMMONS POA	1 [REDACTED] Park Dr	IRR MTR 7	1 [REDACTED] PARK DR	IM7	N
169	Camden Commons	PLAZA LLC	1 [REDACTED] Park Dr	ATTN: ANDY BYRNS	1 [REDACTED] PARK DR	MEDICAL	N
170	KAREN THOMAS	Patterson Company	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR	MTR	N
KEY UMS	KIMBERLY	YOUNG	1 [REDACTED] Park Dr	DR	1 [REDACTED] PARK DR		N
2	DARIN	CAMERON	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
3	AZHAR & SHIREEN	AMIRALT	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
4	Thomas	Keenan	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
5	Bedford	Combs	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
6	Sally	Reynolds	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
7	Ronald	Garzarek	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
8	Patricia	Hunt Hudsmith	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
9	Tyler	Thornton	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
11	John	Van Vickle	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
12	George	Hime	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
13	PAULINE	FIFE	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
14	Maral	Missirian-Dill	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
15	Kay	Lepper	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
16	Francesca	Bullaro	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
17	Meredith	Andrews	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
18	Richard	Ross	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
19	Gil	Kentof	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
20	Tom	Wiencek	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
21	Douglas	Fraser	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
22	Laurie	Matravers	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
23	Lauren	Brooks	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
24	Robert	Martin	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
25	Leslie Ann	Wilson	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
26	Dennis	Grass	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
27	SARAH	KING	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
28	Timothy	McCorkle	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
29	BRIAN	PETERSON	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
10	George	Telfer	1 [REDACTED] Park Dr	DR	1 [REDACTED] PARK DR		Y
88	David & Alyssa	Alyssa Sanders	1 [REDACTED] Park Dr	01	1 [REDACTED] PARK DR	1	N
KEY UMS		VACANT	1 [REDACTED] Park Dr	2	1 [REDACTED] PARK DR		N
89	William Allen	Raffi Kechejian	1 [REDACTED] Park Dr	3	1 [REDACTED] PARK DR	B	N
90	Nelson	Stokes	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
91	Herman	Devoer	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
92	Michael	Deak	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
93	Andrea	Coonrod	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
94	Judy	Morris	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
181	STEPHANIE	HARDY	1 [REDACTED] Park Dr	LVD	1 [REDACTED] PARK DR		Y
95	Donna	Lovvorn	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
96	Brett	Manning	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
97	Lindsay	Glenn	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
98	Robert	McClain	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
99		VACANT	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
100	Kristine	Munsun	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
101	JUDY DART	SARAH ROACH	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
102	Jessica	Simmons	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
103	Michael Scott	Lynn	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
104	Matt	Myers	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
105	HARRY	PRICE	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
106	Lauren	Eldridge	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
107	Jan	Mayer	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
108	Mike	Jennings	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
174	NADA	ZAKI	1 [REDACTED] Park Dr	LVD	1 [REDACTED] PARK DR		Y
109	Thomas	Cannon	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
173	GERICA / NEIMAN	DAVIS	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		Y
KEY UMS		VACANT	1 [REDACTED] Park Dr	3	1 [REDACTED] PARK DR		N
110	Colleen/Philip	Earnest	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR	4	Y
111	Three	Elements	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR	00	N
KEY UMS	LUNATIC	FRINGE	1 [REDACTED] Park Dr		1 [REDACTED] PARK DR		N
112	METER 1	SOPOPILA'S	1109 Davenport Blvd	11000	1109 DAVENPORT BLVD	11000	N

GATEWAY BASIC CUSTOMER FILE

3/30/2016

UMS Acct Num	FIRST NAME	LAST NAME	SERVICE ADDRESS	ADDRESS 2	STREET NAME	UBS LOC CODE	RECD APP
KEY UMS	METER 2	SOPOPILA'S					N
113	NANCY BAXTER	HAIR SALON					Y
KEY UMS	KRISTIE	NAES					N
114		Body By Design					N
118	434800 BELL PARTNERS	GATEWAY BELL FRANKLIN					N
119	434800 BELL PARTNERS	GATEWAY BELL FRANKLIN					N
120	434800 BELL PARTNERS	GATEWAY BELL FRANKLIN					N
121	434800 BELL PARTNERS	GATEWAY BELL FRANKLIN					N
122	434800 BELL PARTNERS	GATEWAY BELL FRANKLIN					N
115		Mack & Kates					N
116		Tru i Care					Y
117		Herban Market					Y
167	GODDARD SCHOOL IRMS	CAMDEN COMMONS POA					N
30	Learning Center	Of Goddard					N
31	Elizabeth	Fein					Y
32	Karen	Woodliff					N
33	AMANDA	LEETH					N
34	Heather	Simpson					N
35	VICKI	RUNYEON					N
36	Timothy	Tan					N
37	Shadi	Ibrahim					Y
38	Meghan	Hunter					Y
123	Karen	Russell					N
124	Karen	Russell					N
KEY UMS	ERIC	ARJES					N
125	Karen	Russell					N
39	Debra	Sherrell					N
40	CHARLES	STORY					Y
41	BENJAMIN	FLATT					N
KEY UMS	F.A.	DeCuyper					N
1	STEPHANIE PARNELL	LINDSEY SOLOMON					N
42	Danielle	Miele					Y
43	Amy	McLemore					Y
44	Ramesh	Adabala					N
45	Miroslava	Colmenares					N
46	Tim	Lanier					Y
47	Renee'	Wells					Y
48	Mark/Christine	Zinzilieta					Y
49	Kyle	Kupeccky					N
50	EVAN	FARMER					Y
51	Julian	Schmid					N
52	Derrick	Noble					N
53	Mark	Gerdesmeier					Y
54	Kathryn	Gill					N
55	Donna	Leedle					N
56	Diane	McDonald					Y
57	Holly	Madrigal					N
58	Monicah	Muhomba					Y
59	Patricia	Brazzell					N
60	WILLIAM / KELLY	FOSTER					Y
61	Erich	OPPERMAN					Y
62	LAWRENCE / SHEILA	BULLOCK					N
63	Patterson	Company					Y
64	John	Kabir					N
175	PAUL	BROWN JR					N
65	Melissa	Hull					N
66	Roscoe P.	Myrmingos					N
67	Kunal	Rao					Y
68	Emily	Myrick					N
69	Karen Ann	Ewell					Y
70	LESLIE	MCDONALD					N

DISCONNECTED

NIF - NOT IN UBS
CUST FILE