

FARRIS BOBANGO, PLC

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Charles B. Welch, Jr.
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Direct Dial:
(615) 687-4230

May 2, 2016

Hand Delivery

Chairman Herb Hillard
c/o Sharla Dillon, Dockets & Records Manager
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, Tennessee 37243

Re: Integrated Resource Management, Inc.- Approval of Special Contract with Wild Briar, LLC

Dear Chairman Hillard:

Enclosed for filing are the original and four copies of a Sewer and Wastewater Treatment System Service Agreement, between Integrated Resource Management, Inc. ("IRM") and Wild Briar, LLC (the "Special Contract"). IRM is submitting the Special Contract for approval by the Directors of the Tennessee Regulatory Authority ("TRA") pursuant to TRA Rule 1220-4-1-.07. We hope this matter can be placed on the May 9th, 2016 docket.

Thank you for your assistance regarding this matter. If you have any questions, or if I may be of further assistance, please do not hesitate to contact me.

Respectfully submitted,

Charles B. Welch, Jr. (TN 005593)
FARRIS BOBANGO PLC
414 Union Street, Suite 1105
Nashville, TN 37219
(615) 726-1200

BEFORE THE TENNESSEE REGULATORY AUTHORITY

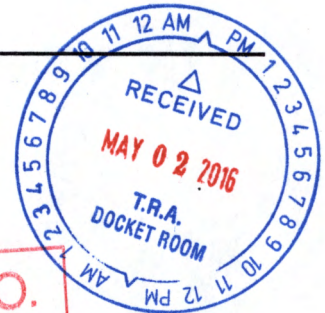
NASHVILLE, TENNESSEE

IN RE:

PETITION OF INTEGRATED
RESOURCE MANAGEMENT, INC. FOR
APPROVAL OF SPECIAL CONTRACT

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DOCKET NO.
16-00048



PETITION OF INTERGRATED RESOURCE MANAGEMENT, INC.,
FOR APPROVAL OF SPECIAL CONTRACT

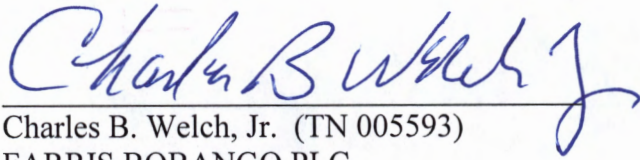
Integrated Resource Management, Inc. (“IRM”) petitions the Tennessee Regulatory Authority (“TRA”) pursuant to TRA Rule 1220-4-1-.07 to review and approve the Special Contract (“Contract”) between IRM and Wild Briar, LLC (“WBR”), together the “Parties”. A copy of the Contract is attached hereto as Exhibit “A”.

WBR is the owner of 12 individual lots located within the Wild Briar Subdivision (the “Development”) in Sevierville, Tennessee. The lots accommodate transient/rental cabins. IRM is a privately owned wastewater utility and has a current Certificate of Convenience and Necessity (CCN 05-00056) for this Development. The attached Contract describes the rates, terms, and conditions under which IRM will provide service to WBR, as a volume user. Once WBR’s lots in the Development are sold to third parties, the rates, term, and conditions of service to individual lot owners will be governed by IRM’s tariffs.

To the knowledge of IRM, this Petition is uncontested. The timely approval of the Contract will benefit both Parties. IRM therefore asks that the Contract be approved and that this

matter be heard by the TRA at its next regularly scheduled conference on May 9, 2016.

Respectfully submitted,

A handwritten signature in blue ink, reading "Charles B. Welch, Jr.", written over a horizontal line.

Charles B. Welch, Jr. (TN 005593)

FARRIS BOBANGO PLC

414 Union Street, Suite 1105

Nashville, TN 37219

(615) 726-1200

SEWER AND WASTEWATER TREATMENT SYSTEM SERVICE AGREEMENT

THIS AGREEMENT, made this 30th day of APRIL 2016 by and between Integrated Resource Management Company, Inc. ("IRM"), a Tennessee corporation, located at 3444 Saint Andrews Drive, White Pine, Tennessee, 37890 and Wild Briar, LLC ("WBR"), an Alabama limited liability company, located at 1716 Platt Place, Montgomery, Alabama, 36117. (singularly, "Party," and collectively, the "Parties")

RECITALS

WHEREAS, WBR is the owner of 12 individual lots located within the Wild Briar Subdivision (the "Development") in Sevierville, Tennessee, shown and described on Exhibit A herein (the "Property"), on which transient/rental cabins are situated.

WHEREAS, IRM is a privately owned wastewater utility that has been granted authority from the Tennessee Regulatory Authority ("TRA") to operate the Wastewater System (the "System") that currently serves the Development, pursuant to its Amended Certificate of Public Convenience and Necessity (CCN 05-00056).

WHEREAS, IRM and WBR wish to enter into this Agreement to establish the rates, terms, and conditions for WBR's use of the System, and to provide a volume discount. The proposed Rate Class Schedule is attached hereto as Exhibit B.

WHEREAS, this Agreement shall apply to the Property currently owned by WBR, as shown in Exhibit A, as well as to all future lots purchased and improvements constructed by, WBR in the Development.

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

SECTION I **DUTIES OF IRM**

(A) IRM shall be responsible for the repair and maintenance of the Septic Tank Effluent Pumping System ("STEP") System.

(B) IRM shall be responsible for the cost of pumping the STEP system, once every five (5) years. If the STEP requires more frequent pumping or violations of the Biological Systems Manual occur, WBR shall bear the cost of such additional maintenance.

SECTION II **DUTIES OF WBR**

(A) WBR shall receive approval from IRM before commencing construction of any improvements on any and all lots owned by it, to ensure adequate System capacity.

(B) WBR is required to complete the "Sewer Services Agreement" for any new service.

(C) WBR shall provide payment to IRM for its use of the System. IRM will issue an invoice each month to WBR for each individual lot. Payment of such invoice shall be made by WBR on or before the due date as stated in the invoice. Interest and penalties shall accrue on the unpaid balance at a rate and amounts provided in IRM's filed tariff.

SECTION III **APPROVALS BY TENNESSEE REGULATORY AUTHORITY**

It is understood and agreed that this Agreement is conditioned on approval by the TRA. Promptly upon execution of this Agreement, IRM shall file an application for approval with the TRA and take such action in good faith as may be necessary to obtain the appropriate approval. Services provided hereunder shall be subject to the rules and regulations of the TRA as may be changed from time to time during the term of this Agreement. WBR agrees to provide all reasonable support for such regulatory approval.

SECTION IV **TERM OF AGREEMENT**

This Agreement is by and between IRM and WBR, and shall not enure to the benefit of WBR's successors or assignees without the express written consent of IRM and the appropriate regulatory approval. Transfer of ownership to a third party, shall subject such lot to the rates, terms, and conditions of service to individual lots owners as provided by IRM's tariffs.

SECTION V
OTHER TERMS AND CONDITIONS

(A) Assignment and Delegation. WBR shall not assign, transfer, or otherwise dispose of any of its rights, nor delegate its obligations under this Agreement without the prior written consent of IRM, in its sole discretion. IRM may, assign, transfer, or otherwise dispose of any of its rights or delegate its obligations under this Agreement to (a) any affiliated or subsidiary entity or (b) any person or entity certified to perform the Wastewater Treatment and/or Additional Services. This Agreement will enure to the benefit of and be binding upon any successors and permitted assigns or delegates.

(B) Notices. Any notice required under this Agreement shall be in writing, personally delivered or sent by certified mail, postage prepaid, to the other Party at the address set forth below or to such other address as any Party may so designate in writing from time to time.

Integrated Resource Management, Inc.
3444 Saint Andrews Drive
White Pine, Tennessee 37890

Wild Briar, LLC
3162 Parliament Circle 1716 Platt Place
P.O. Box 241085
Montgomery, Alabama 36124-1085

(C) Force Majeure. In the event either Party's performance of this Agreement is delayed in connection with any circumstance beyond such Party's control including, without limitation, fires, floods, accidents, labor shortages, failure to secure materials as a result of strikes, riots, and national emergencies, but expressly excluding obligations of payment, then such Party may elect to suspend performance under this Agreement but only to the extent, and only for the period, that its performance is prevented by the event.

(D) Choice of Law; Designation of Jurisdiction; Venue. This Agreement is governed by and shall be construed in accordance with laws of the State of Tennessee without giving effect to any choice of conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Tennessee. The Parties mutually consent to the jurisdiction of the Tennessee Regulatory Authority and to the jurisdiction of the federal and state courts in Davidson County, Tennessee and agree that any action, suit or proceeding concerning,

related to, or arising out of this Agreement will be brought either before the Tennessee Regulatory Authority or in a federal or state court in Davidson County, Tennessee and the Parties agree that they will not raise any defense or objection or file any motion based on lack of personal jurisdiction, improper venue, inconvenience of the forum or the like in any case filed in a federal or state court in Davidson County, Tennessee.

(E) Change in Permit or Regulatory Requirements. Nothing in this Agreement shall be construed to prohibit IRM from making an application for an increase or decrease in the fees payable to IRM under this Agreement in the event of a regulatory or permit change, including a change in the rate structure for IRM approved by the TRA.

(F) Severability. In the event that any provision hereof is found to be invalid, or unenforceable, such invalidity or unenforceability shall not impair or limit the validity or enforceability of any other provision hereof, each of which shall continue in full force and effect, and this Agreement shall be construed as if such invalid or unenforceable provisions were omitted from the Agreement.

(G) Entire Agreement. This Agreement has been negotiated and prepared by and for the Parties equally and shall not be construed as having been drafted by one Party. When fully executed, it shall supersede all prior agreements, either oral or in writing, with the exception of the Parties Sewer Subscription Agreement. This Agreement shall constitute the entire agreement between the Parties and shall not be modified except through writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date written above.

WILD BRIAR, LLC

By: 

Name: Robert Vangel

Title: Member

INTEGRATED RESOURCE MANAGEMENT COMPANY, INC

By: 

Name: JEFFREY W. COX SR.

Title: PRESIDENT

EXHIBIT A

Wild Briar, LLC Property in Wild Briar Subdivision

Street Address	Lot No.	No. of Bedrooms
1964 Blackthorn Trail Sevierville, TN 37876	21	10
1932 Blackthorn Trail Sevierville, TN 37876	28	10
1936 Blackthorn Trail Sevierville, TN 37876	27	10
1960 Blackthorn Trail Sevierville, TN 37876	22	10
1952 Blackthorn Trail Sevierville, TN 37876	23	10
1965 Blackthorn Trail Sevierville, TN 37876	14	15
1985 Blackthorn Trail Sevierville, TN 37876	17	15
1968 Blackthorn Trail Sevierville, TN 37876	20	7
1981 Blackthorn Trail Sevierville, TN 37876	16	1-3
2014 Thistle Thorn Trail Sevierville, TN 37876	30	12
2010 Thistle Thorn Trail Sevierville, TN 37876	31	12
Legal Address TBT	32	18

EXHIBIT B

Wild Briar, LLC Rate Class Schedules

Street Address	Lot No.	No. of Bedrooms	Existing Tariff	Proposed Special Contract
1964 Blackthorn Trail Sevierville, TN 37876	21	10	\$340.93	\$237.38
1932 Blackthorn Trail Sevierville, TN 37876	28	10	\$340.93	\$237.38
1936 Blackthorn Trail Sevierville, TN 37876	27	10	\$340.93	\$237.38
1960 Blackthorn Trail Sevierville, TN 37876	22	10	\$340.93	\$237.38
1952 Blackthorn Trail Sevierville, TN 37876	23	10	\$340.93	\$237.38
1965 Blackthorn Trail Sevierville, TN 37876	14	15	\$518.38	\$416.30
1985 Blackthorn Trail Sevierville, TN 37876	17	15	\$518.38	\$416.30
1968 Blackthorn Trail Sevierville, TN 37876	20	7	\$237.95	\$103.19
1981 Blackthorn Trail Sevierville, TN 37876	16	1-3	\$58.11	\$52.51
2014 Thistle Thorn Trail Sevierville, TN 37876	30	12	\$412.00	\$340.93
2010 Thistle Thorn Trail Sevierville, TN 37876	31	12	412.00	\$340.93
Legal address TBT	32	18	624.24	\$510.00

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN RE:

**PETITION OF INTEGRATED
RESOURCE MANAGEMENT, INC. FOR
APPROVAL OF SPECIAL CONTRACT**

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DOCKET NO. 16-00001

DIRECT TESTIMONY

OF

JEFFREY W. COX, SR.

APRIL 27, 2016

1 ***Q.1 What is your name and occupation?***

2
3 A.1 I am Jeffrey W. Cox, Sr., president of Integrated Resource Management, Inc.
4 ("IRM")
5

6 ***Q.2 What is the purpose of your testimony?***

7
8 A.2 The purpose of my testimony is to support the Petition for Approval of the Special
9 Contract between IRM and Wild Briar, LLC.
10

11 ***Q.3 Does IRM operate the Wild Briar Subdivision wastewater plant in Sevier***
12 ***County?***

13
14 A.3 Yes.
15

16 ***Q.4 How long has IRM operated the wastewater system?***

17
18 A.4 Since the Petition to amend the CCN was granted in an Order by the Tennessee
19 Regulatory Authority ("TRA") on October 27, 2005. This was Docket# 05-
20 00056. Service started soon after when the first home was completed.
21

22 ***Q.5 Why are you filing a petition seeking a Special Contract with Wild Briar, LLC?***

23
24 A.5 Wild Briar, LLC is a commercial customer that makes up a large portion of
25 IRM's cash flow. Servicing Wild Briar's routine maintenance at one time can
26 save money by means of reducing mileage and labor. In addition, the additional
27 building's Wild Briar, LLC plans to connect will off-set the discounted rate and
28 meet the expected annual budget of the Wild Briar Subdivision in 2016.
29

30 ***Q.6 Does Wild Briar, LLC have any direct ties with IRM such as relationships,***
31 ***influence, or other type of conflict of interest that would indicate special***
32 ***treatment as compared to other customers?***

33
34 A.6 No. Wild Briar, LLC is a high volume customer of IRM. IRM wants them to
35 continue building on the available lots in the Wild Briar Subdivision. IRM would
36 suffer hardship if this customer sells the lots they have as inventory and moves to
37 another subdivision to continue building. A special contract would be considered
38 with any owner that meets the same criteria.
39

40 ***Q.7 Is IRM Inc. capable of this complicated billing schedule?***

41
42 A.7 Absolutely, our QSI Utility software can accomplish this task.
43

44 ***Q.8 Do you have any further comments?***

45
46 A.8 IRM appreciates the competent work of the TRA Staff and Directors. The TRA
47 has been a big help with the success of protecting our customers and providing a
48 positive outlook for the growth of IRM.
49

50 ***Q.9 Does this conclude your testimony?***

51

52 **A.9 Yes it does.**

BEFORE THE TENNESSEE REGULATORY AUTHORITY

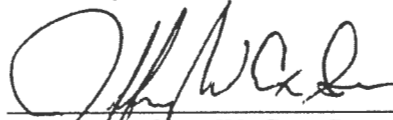
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DOCKET NO. 16-00001

AFFIDAVIT

I, Jeffrey W. Cox, Sr., being duly sworn, state that I am authorized to make this verification on behalf of Integrated Resource Management, Inc.; that I have read the foregoing Pre-filed Direct Testimony and Exhibits of Jeffrey W. Cox, Sr., and know the content thereof; and that the same are true and correct to the best of my knowledge, information and belief.


Jeffrey W. Cox, Sr.

Sworn to and subscribed before me the 2nd day of April, 2016.

Quest
May


NOTARY PUBLIC

My commission expires: 12/7/2016

