filed electronically in docket office on 05/22/18

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION NASHVILLE, TENNESSEE

IN RE:)	
)	
PETITION OF INTERGRATED)	DOCKET NO18-00063
RESOURCE MANAGEMENT, INC.)	
FOR A CERTIFICATE OF)	
CONVENIENCE AND NECESSITY)	

PETITION OF INTEGRATED RESOURCE MANAGEMENT, INC. FOR A CERTIFICATE OF CONVENIENCE AND NECESSITY

Integrated Resource Management, Inc. ("Petitioner" or "IRM"), by and through its counsel petitions the Tennessee Public Utility Commission ("the Commission") pursuant to Tenn. Code Ann. 65-4-101 and 65-4-201 and TPUC Rule 1220-1-1-.03, respectfully requests that the Commission grant it a Certificate of Public Convenience and Necessity ("CCN") and the accompanying authority to provide wastewater utility services to Waterside Douglas Lake Subdivision ("the Development"). The Development is being developed by Douglas Lake, LLC, a North Carolina LLC ("the Developer").

As an immediate consequence of the transaction Petitioner will provide service to occupants of the Development. The pre-filed testimony of Petitioner's President, Jeffrey Cox, is attached hereto in support of this Petition as **Exhibit A**.

In further support of this Petition, petitioner provides the following information:

1. DESCRIPTION OF THE PETITIONER AND RELEVANT ENTITIES

Petitioner, Integrated Resource Management, Inc., is incorporated under the laws of the State of Tennessee. Its principal address is 3444 Saint Andrews Drive, White Pine, Tennessee,

37890. IRM is a public utility pursuant to the laws of the State of Tennessee and its public utility operations are subject to the jurisdiction of the Commission.

Douglas Land, LLC, with its principal office located at 203 Peachtree Road, Murphy, North Carolina, 28906 was incorporated under the laws of North Carolina.

2. DESIGNATED CONTACTS

All correspondence and communications with respect to this petition should be sent to the following:

Charles B. Welch, Jr. Farris Bobango PLC 414 Union Street Suite 1105 Nashville, TN 37219 615-726-1200 cwelch@farris-law.com

3. DESCRIPTION OF THE TRANSACTION

The Utility Services Agreement ("the Agreement") between IRM and the Developer is attached hereto as **Exhibit B**. The Developer shall construct and install a sewage system in the Development and shall convey same to IRM for the purpose of providing wastewater services to the Development upon completion of construction and installation of the sewage system. The site map for the Development is attached hereto as **Exhibit C**.

Developer has applied for a state operating permit to be issued in the name of IRM by the Tennessee Department of Environment and Conservation ("TDEC").

4. PUBLIC INTEREST

Petitioner submits that the transaction described herein will serve the public interest and will enhance the rural community served by IRM. Jefferson County, Tennessee has no plans to provide sewer to the Development. A letter from the Jefferson County Mayor

acknowledging same is attached hereto as **Exhibit D**. Additionally, a letter from the Dandridge Wastewater Plant Supervisor indicating that sewer is not available for the Development will be filed as an Exhibit prior to the hearing on this matter.

A five (5) year build out estimate for the Development is attached hereto as **Exhibit E**. The rates, terms and conditions of services provided by IRM to its other customers will not change as a result of the transaction and granting of the CCN to Petitioner. Future changes in those rates, terms and conditions, if any, will be undertaken pursuant to the applicable notice and tariff requirements.

WHEREFORE, Petitioner respectfully requests the Authority to:

- 1. Grant Petitioner a Certificate of Convenience and Necessity to provide waste water services;
- 2. Grant any and all other relief as the Commission may deem just and proper.

Respectfully submitted,

Charles B. Welch, Jr. #005593

Farris Bobango PLC

414 Union St., Suite 1105

Nashville, TN 37219

615-726-1200

cwelch@farris-law.com

VERIFICATION

STATE OF TENNESSEE

COUNTY OF JEFFERSON

I, Jeffrey Cox, am the owner Integrated Resource Management, Inc., I have read the foregoing Petition and contents thereof, and that the contents thereof are true to the best of my knowledge, information and belief.

Jeffrey W. Cox. Sr., President

Sworn and subscribed before me this 11th day of May, 2018.

Notary Public

My commission expires: U · 15 · 2021

PETITION FOR CCN LIST OF EXHIBITS

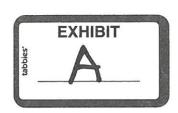
- A. Pre-filed testimony of Jeffrey Cox
- B. Utility Services Agreement
- C. Site Map for the Development
- D. Letter from Jefferson County Mayor
- E. A five (5) year build out estimate for the Development

BEFORE THE TENNESSEE PUBLIC UTILITIES COMMISSION

NASHVILLE, TENNESSEE

MAI INC PUB TO S COU	RE: O O O O O O O O O O O O O O O O O O
	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 Jefferson County, Tennessee to a residential subdivision known as The Lakeside on Douglas Lake?
A:	Yes.
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:	Yes, Valley Mart Exxon and Cove Creek Real Estate that IRM has operated since 2003 under Docket 03-0467. The Docket was heard in October 2003. On March

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



16, 2004, pursuant to the Authority's final order, IRM was granted its first CCN.

- 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 residential application similar to the Wild Briar, Sterling Springs, Riverstone Estates, Compass Pointe, Emory Point, among others.
- Q: How many customers will be served by the proposed system?
- A: There will be approximately one-hundred and forty (140) residential properties with a combination of full time occupancy and vacation homes.
- Q: Do you operate any other system in this area?
- A: Yes, IRM provides service in Sevier County for the Sterling Springs Resort, the Mountain Shangrila subdivision, and the Wild Briar Subdivision within 30 to 40 miles.
- Q. Does IRM have the managerial, technical, and financial ability to provide wastewater service in the area referred to in the Petition?
- A. Yes. This property is 15 miles from our home office and will be easy to service.
- 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 Jefferson 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-18012 will be on Public Notice until June 1 and Final plans are being submitted to TDEC for final approval.
- 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 11th day of May, 20018.

Votary Public

My Commission Expires: 6-15-2021



Integrated Resource Management, Inc. A Privately Owned Public Utility P.O. Box 642

3444 Saint Andrews Drive White Pine, Tennessee 37890

Phone Facsimile (Vol) 674-0828 (Vol) 674-2352

Toll Free

(877) 746-2910

UTILITY SERVICES AGREEMENT

This Utility Services Agreement (the "Agreement") is made and entered into	
effective the \(\lambda \lambda \tau \rangle a	
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") and I rest a 1 the IIC a Ferroscop All Call	100
11 / Cornoration, with its principal office located at 1000 11 01 00 00 00	174.
(the "Developer"), (collectively, the "Parties"). Muply NC 28406	
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Recitals:

- Developer is the record owner of Waresine on Line Subdivision (the "Development") as shown in Plat Book/Page 1401 / 141 County, Tennessee Register of Deeds Office;
- 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: and
- Developer and Utility 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:
- 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

Utility Services Agreement IRM Utility, Inc. & DOUGLAS LAND $_{\perp}$, LLCWATERSID ON Subdivision, Jefferson County Page 1 of 4 DOUGLAS LAKE XHIBIT responsibility of the Utility after the construction of the System is complete and accepted by the Utility.

- 2. The Developer shall provide Surety TO-BE DETERMINED appropriate financial security, in an amount equal to the estimated cost to construct and install the System plus ten percent (10%) of such costs, to insure complete construction of the System. The Utility shall be the named beneficiary of the financial security provided by the Developer.
- 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 Utility a non-refundable amount equal to ten percent (10%) of the estimated construction cost of the System for the expenses incurred by the Utility during the inspection and permitting process.
- 6. The Utility shall petition the Tennessee Public Utilities Commission ("TPUC") 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 TPUC 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 will facilitate and execute Restrictive Covenants and Bylaws of the Development providing that a service agreement or contract between the homeowner and Utility will be required by each homeowner to

Utility Services Agreement

IRM Utility, Inc. & Develas CAND, LLC

WATERSIDE ON Subdivision, Jefferson County Page 2 of 4

Dovelas CAISE

establish wastewater service. The service agreements or contracts to be entered into between the homeowner and the Utility will include, at minimum, a recitation that the Utility will charge an initial fee (security deposit of \$60.00); a monthly fee to be determined and established by a proposal to the TPUC; and furthermore described as; a Special Contract of; a monthly customer rate, bi-annual "Sewer Access" rates for platted lots not-built on and rates approved by the Commercial Tariff for properties rented, based on the proforma approved by the TPUC.

- 9. Upon the issuance of the CCN to the Utility by the TPUC, 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 an easement in and to the real property surrounding the System to such extent necessary for access to inspect, repair, replace and maintain the System.
- 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

Utility Services Agreement

IRM Utility, Inc. & Dovers Land, LLC

WATERSIDE Or Subdivision, Jefferson County Page 3 of 4

Dovers LAKE

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

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

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

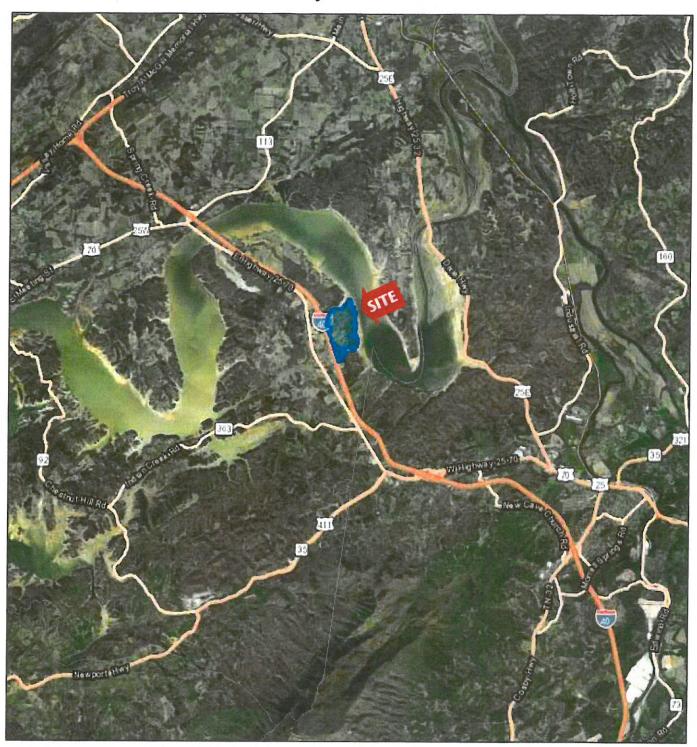
Utility Services Agreement IRM Utility, Inc. & DOVELAS CAND, LLC

WATER SIDE ON Subdivision, Jefferson County

Page 4 of 4

DOUGLAS CAKE

Jefferson County - Parcel: 071 015.00



Date: April 19, 2018 County: Jefferson

Owner: PEDERSEN REAL ESTATE LLC

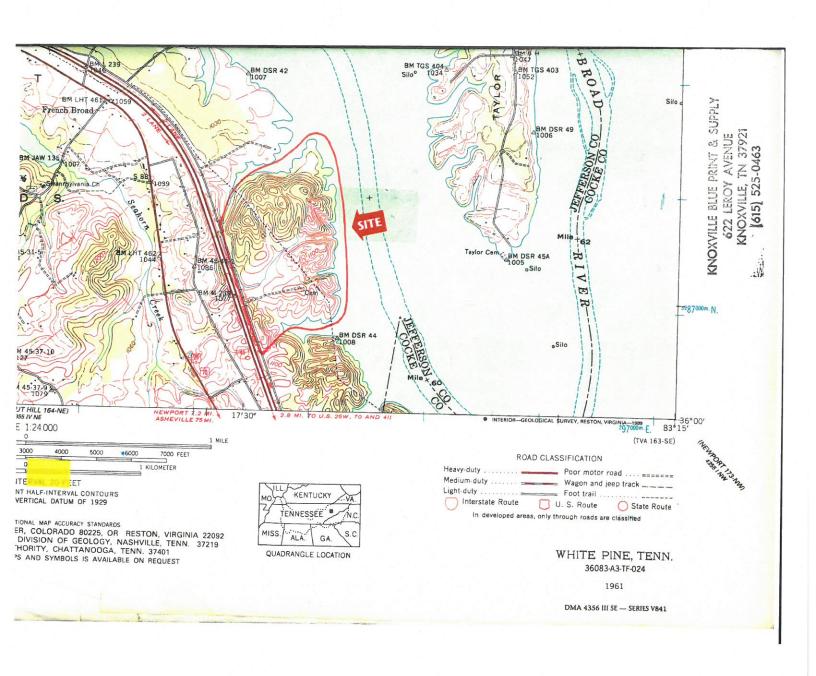
Address: DEERWOOD DR Parcel Number: 071 015.00

Deeded Acreage: 0 Calculated Acreage: 0
Date of Imagery: 2015



TN Comptroller - OLG Esri, HERE, Garmin, © OpenStreetMap contributors TDOT State of Tennessee, Comptroller of the Treasury, Office of Local Government (OLG)

The property lines are compiled from information maintained by your local county Assessor's





TAX MAP 71, PARCEL 15.00 DEERWOOD DRIVE DANDRIDGE, JEFFERSON COUNTY, TN.

APRIL 2018

FRONT SO FEET SIDE - 10 FEET BOOK - 10 FEET

CONTACTS NORTH SITE DEVELOPMENT ZONING DATA
PROJECT RESTRICTED BY STREET PROPERTY PROJECTS AND STREET PROPERTY PROJECTS AND STREET PRO

SITE MAP

Sheet List Table



LOCATION MAP

FOR REVIEW NOT FOR CONSTRUCTION

C000



Jefferson County Office of the Mayor

Alan Palmieri County Mayor

P. O. Box 710 • Dandridge, Tennessee 37725

May 14, 1028

IRM Utility, Inc. Mr. Jeffery Cox, Sr. P.O. Box 642 White Pine, TN 37890

Re: The Waterside on Douglas Lake

Dear Mr. Cox:

Jefferson County does not operate a water or waste water treatment facility. There are no plans to provide sewer to the Waterside on Douglas Lake property you inquired about.

If I can be of any further assistance please feel free to contact me.

Sincerely,

Alan Palmieri

Mayor



PHONE: 865/397-3800 • FAX: 865/397-3839

		RM Uti	IRM Utility, Inc.	The W	aterside	on Dou	glas Lake	- Jeffers	- The Waterside on Douglas Lake - Jefferson County	ty
		Lots D	Lots Developed			Ü	Estimated 5 Year Build-out	ear Build-o	ut	
ne #	Last Quarter of 2018	First Half of 2019	Last Quarter First Half of Second Half of of 2018 2019 Added	Total Lots Served	Last Quarter of 2018	2019	2020	2021	2022	2023
	69	69	71	140	69	140	140	140	140	140
	Estimated Residential Homes Built	idential Home	es Built		0	9	10	9	9	10
	Total Residential Customers	ial Customers			0	9	16	22	28	38
	Total Sewer Access Customers	ccess Custome	ers		69	134	124	118	112	102
1	Revenues Resi	idential Custo	Revenues Residential Customers \$58.11/Month	th	t	4,183.92	11,157.12	15,341.04	19,524.96	26,498.16
7	Revenues Fror	n Sewer Acce	Revenues From Sewer Access Fees \$80.00 Bi-Annually	Annually	2,760.00	21,440.00	19,840.00	18,880.00	17,920.00	16,320.00
æ	Escrow Reserves	res			ī	729.36	1,944.96	2,674.32	3,403.68	4,619.28
4	Total Annual Revenues (Line 1 + Line 2)	levenues (Line	e 1 + Line 2)		2,760.00	25,623.92	30,997.12	34,221.04	37,444,96	42,818.16
Ľ	* Historical Co	ct/Exnenses (* Historical Cost/Expanses (Rased on Rate Case)	[9]	1 450 00	24 850 00	28 950 00	32 580 00	36 450 00	40 360 00
9	Annual Net of 0-6% (Line 4 - Line 5)	0-6% (Line 4 -	- Line 5)	(2)	1,310.00	773.92	2,047.12	1,641.04	994.96	2,458.16
*	% Goal - Based	on Rate Case	% Goal - Based on Rate Case - Docket 15-00130	30	47.5	3.0	9.9	4.8	2.7	5.7
	Total Theoretical Sewage Flows Per Year Total Theoretical Sewage Flows Per Day % of Capacity (42,000 gal/day)	cal Sewage Flical Sewage Flical Sewage Flical (42,000 gal/d	ows Per Year ows Per Day (ay)		, ,	657,000.00 1,800.00 4.3	1,752,000.00 4,800.00 11.4	2,409,000.00 6,600.00 15.7	3,066,000.00 8,400.00 20.0	4,161,000.00 11,400.00 27.1
	Cost Per Gallon Treated	n Treated				0.038	0.017	0.014	0.012	0.010

EXHIBIT

Line