

23-00055

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August 2, 2023

VIA ELECTRONIC FILING

Chairman Herb Hilliard
c/o Ectory Lawless
Tennessee Public Utilities Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Re: *Petition of Integrated Resource Management, Inc. for a Certificate of Convenience and Necessity*

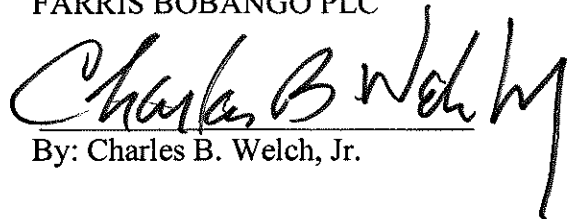
Dear Chairman Hilliard:

Please file the enclosed Petition for a Certificate of Convenience and Necessity.

As required, an original and four copies of this filing has been sent via the US Mail. Please contact me if you have any questions concerning this filing or require additional information.

Sincerely,

FARRIS BOBANGO PLC

A handwritten signature in black ink, appearing to read "Charles B. Welch, Jr.", is written over a horizontal line. The signature is fluid and cursive.

By: Charles B. Welch, Jr.

Cc: Jeffrey W. Cox, Jr.

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

IN RE:)	
)	
PETITION OF INTEGRATED)	DOCKET NO. <u>23-00055</u>
RESOURCE MANAGEMENT, INC.)	
FOR A CERTIFICATE OF)	
CONVENIENCE AND NECESSITY)	

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

Integrated Resource Management, Inc. (“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 request that the Commission grant it a Certificate of Public Convenience and Necessity (“CCN”) and the accompanying authority to provide wastewater utility services to the Paradise Pointe Subdivision, in Union County Tennessee (“the Development”). The Development is being developed by Carlyle Construction, LLC., a Tennessee company (“the Developer”).

Petitioner will provide service to occupants of the Development. The pre-filed testimony of Petitioner’s President, Jeffrey W. Cox, Jr. is attached hereto in support of this Petition as **Exhibit 1**.

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

I. INTRODUCTION

1. The full names, addresses, and contact information for the Applicant are as follows:

IRM Utility, Inc.
c/o Jeffrey W. Cox, Jr.
3444 Saint Andrews Drive,
White Pine, Tennessee, 37890
865-712-4307
irmutility@gmail.com

2. All correspondence, notices, inquiries, questions, and other communications regarding the Petition should be directed to the persons or entities identified in the preceding paragraph, with copies to the following counsel for the Petitioner:

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

3. In support of this Application, the following appendix and exhibits are attached hereto:
 - a. **Exhibit 1** – **Pre-filed Testimony of Petitioner's President, Jeffrey W. Cox, Jr.**
 - b. **Exhibit 2** – **Endorsed Utility Services Agreement**
 - c. **Exhibit 3** – **Business Tax License**
 - d. **Exhibit 4** – **IRM Utility Organizational Chart**
Final Permit to be issued upon this Petition Submittal
 - e. **Exhibit 5** – **Letter from the Hallsdale-Powell Utility District**
 - f. **Exhibit 6** – **IRM Utility Bi-Laws**
 - g. **Exhibit 7** – **Site Map for the Development and Area Description**
 - h. **Exhibit 8** – **Biography of Jeffrey Cox, Jr.**
 - i. **Exhibit 9** – **State Operation Draft Permit**
 - j. **Exhibit 10** – **Pro-Forma Income Statement**
 - k. **Exhibit 11** – **IRM Utility Tariff**
 - l. **Exhibit 12** – **IRM C&C Organizational Chart**

II. DESCRIPTION OF THE PETITIONER AND RELEVANT ENTITIES

Petitioner, IRM, 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. IRM received its first CCN in Docket No. 03-0467. The final order granting the first CCN was issued on March 16, 2004. The Commission has approved 13 active CCN's for IRM. IRM has a well-established track record of providing wastewater services throughout the state of Tennessee.

Carlyle Construction, LLC's principal office is located at 296 Boyd School Road, Morristown, Tennessee 37813.

III. DESCRIPTION OF THE AGREEMENT

The Utility Services Agreement ("the Agreement") between IRM and the Developer is attached hereto as **Exhibit 2**. The Developer shall construct and install a sewage system for the Development. The Developer shall grant a perpetual easement, as approved by the Tennessee Department of Environment and Conservation, Division of Water Resources, to IRM for the purpose of providing wastewater services to the Development upon completion of construction and installation of the wastewater system, pursuant to the Agreement. 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"). TDEC has issued a Draft State Operation Permit No. SOP-22031, a copy of that permit is attached as **Exhibit 9**. The Final Permit issuance is only subject to the filing of this Petition Request.

IV. IRM UTILITY, INC. POSSESSES THE TECHNICAL, MANAGERIAL AND FINANCIAL EXPERTISE NECESSARY TO PROVIDE UTILITY SERVICES

IRM Utility, Inc. possesses the requisite technical, financial, and managerial capabilities to operate as a utility services provider. The capabilities a in Mr. Cox's direct testimony. IRM Utility, Inc. currently operates wastewater systems in Tennessee. For each of the systems, IRM Utility, Inc. currently provides the technical, managerial, and financial resources necessary to operate those systems.

V. APPROVAL OF THE PETITION IS IN THE PUBLIC INTEREST

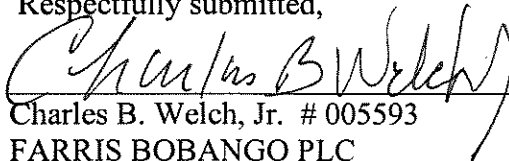
IRM submits that approval of this Petition will enhance the rural community to be served by IRM. Currently, Union County has no plans to provide wastewater services to the Development. A letter from the local Utility District acknowledging the same is attached hereto as **Exhibit 5**.

There will be approximately thirty three (33) residential properties served. The rates, terms and conditions of services provided by IRM to its other customer 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. IRM Utility Inc.'s services will meet the service standards required by the Commission.

WHEREFORE, Petitioner respectfully request 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 Street, Suite 1105
Nashville, TN 37219
(615) 726-1200

APPENDIX A

I. 1220-04-13-.17 Minimum Requirements for New and Amendments to Certificate of Convenience and Necessity.

(1) See attached application and direct testimony of Jeffrey W. Cox, Jr. (**Exhibit 1**).

(2)

(a) (1) The legal corporate names and addresses of the Applicants are shown in Section 1, paragraph 1 of the Application.

(2) An organization chart showing each officer and other key personnel of applicant IRM Utility is attached as **Exhibit 12**.

(3) IRM Utility, Inc.'s owners/shareholders are the officers,-President, Jeffrey W. Cox, Jr., Vice President, Marian J. Cox., and Secretary, Krystal L. Cox. Marian J. Cox owns 100% of IRM Utility, Inc. The address for each officer is 3444 Saint Andrews Drive White Pine, Tennessee 37890. The company's telephone number is (865) 674-0828.

(4) IRM-C&C is an affiliate of IRM Utility, Inc. The organizational chart is attached as **Exhibit 4**. A detailed listing of transactions that have occurred between the affiliated entities can be found in the Annual Reports.

(5) IRM Utility, Inc.'s by-laws are attached to the Petition as **Exhibit 6**.

(6) A copy of IRM Utility, Inc.'s license to engage in business in the state of Tennessee, as registered with the Secretary of State, is attached to the Petition as **Exhibit 3**.

(7) IRM Utility, Inc. seeks approval to provide water and wastewater services at the Paradise Pointe Subdivision located in Union County, Tennessee. The State Operating Permit Number is No. -22031. The Latitude is 36.339811 and the Longitude is -83.803681. The permit is to support the construction of a treatment of domestic wastewater via a decentralized wastewater system. The system will include septic tanks, collection system and a chamber system. Maps indicating the location of the wastewater system are attached as **Exhibit 7**. The maps also include the names of surrounding streets and roads. There are currently no residences or habitable structures located on the area to be served.

(8) The proposed wastewater system will be a decentralized system that will include septic tanks, a collection system and a subsurface sewage disposal system under Section 0400-48-01. The maximum potential number of customers will be 33.

(9) The estimated date for the commencement of the construction of the system is upon approval by TPUC. The estimated date for the completion of the construction of the system is 2-4 months.

(10) The wastewater system will not be built out in phases.

APPENDIX A

(11) The developer is Carlyle Construction, LLC and has requested that IRM provide wastewater service. Their principal office is located at 296 Boyd School Road Morristown, Tennessee 378013. Phillip Carlyle is the authorized agent for Carlyle Construction, LLC. Phillip Carlyle's email address is pcarlyle@hotmail.com and his telephone number is 423-581-6329.

(12) The Applicant will respond completely to information requests from the Commission staff.

(b) (1) A letter from the local municipality, Hallsdale-Powell Utility District, is attached as **Exhibit 5**. A letter from the Union County, Tennessee Mayor will be provided when it becomes available. The letters indicate that no wastewater service to the proposed area exist and they have no plans to provide wastewater services within the next five (5) years.

(2) The development IRM Utilities proposes to serve is located in an area that does not require a municipal or county franchise.

(3) The Utilities Services Agreement between the Developer and IRM Utilities is attached as **Exhibit 2**.

(c) (1) Biographies of officers and/or key water and wastewater utility staff that demonstrate their managerial ability and relevant certifications and professional licenses, are attached to the Petition as **Exhibit 8**.

(2) IRM Utilities is a certified wastewater provider only in Tennessee.

(3) Not applicable, as there are no pending mergers or acquisitions of the applicant.

(4) A copy of the applicant's Business license is attached as **Exhibit 3**.

(d) (1) A copy of the Draft State Operating Permit ("SOP"), including the letter from TDEC indicating the receipt of a complete application, and the Design Development report is attached as **Collective Exhibit 9**. The Final Permit issuance will occur following the filing of this Petition.

(2) A copy of the draft State Operator Certificate for the wastewater system operator of record is attached to the Petition as **Collective Exhibit 9**. The final State Operator Certificate will be issued following the filing of this petition.

(3) Jeffrey W. Cox, Jr. is the person responsible for and knowledgeable about IRM Utilities proposed operations in Tennessee. Mr. Cox's address and telephone number are provided in the Petition and in this Appendix in Section 2(a)(3).

APPENDIX A

(4) IRM Utilities currently has no complaints or notices of violation or administrative action issued by any federal, state, or local regulatory agency.

(5) Not applicable at this time, but a certification from a design engineer will be provided upon completion of the construction.

(e) (1) Financial statements for IRM Utilities, for the most recent fiscal year are included in the Annual Reports and will be provided when complete and available.

(2) Proforma income statements showing the first three (3) years of IRM Utilities operation of the wastewater system included in the Annual Reports and are attached to the Petition as **Exhibit 10**.

(3) A proposed chart of accounts, which follows the NARUC Uniform System of Accounts for water and wastewater utilities are included in the Annual Reports and will be provided once they become available.

(4) A list of plant-in-service account numbers and names, along with estimated account balances are included in the Annual Reports and will be provided once they become available.

(5) For the wastewater system IRM Utilities proposes to use depreciation rates most recently approved by the Commission for IRM Utilities.

(6) The total estimated cost for the construction of the wastewater system is dependent on time and cost increases. The estimated cost of construction is four hundred and twenty-five thousand and four hundred dollars.

(7) If the Commission approves the Petition, The Developer will convey a Perpetual Easement to the Utility for the purpose of providing wastewater services to the Development upon completion of the construction and installation of the System. The Developer or the Homeowners Association ("HOA") for the Development shall retain ownership of the system.

(8) If the Commission approves the Petition, IRM proposes to adopt the tariff, including approved rates, currently in effect and on file with the Commission for IRM. That tariff is attached as **Exhibit 11**.

(9) The developer plans to build six to eight houses a year until the project is complete.

(10) The development IRM Utilities proposes to serve is located in an area that does not require a municipal or county bond.

APPENDIX A

(11) The Developer has deposited Four Hundred Twenty-Five Thousand, Four Hundred, Ten and No/100 to ensure construction of the system.

(12) Pursuant to Paragraph 3 of the Utility Service Agreement the Developer shall provide a cash deposit in the amount of \$425,400, as surety to ensure completion of the system

(13) Information demonstrating compliance with the financial security requirements of Rule 1220-04-13-.07 is on file with the Commission. The original document from People's Bank in Clifton, Tennessee, on file with the Commission, was submitted October 31, 2019.

(f) (1) The written testimony of Jeffrey W. Cox, Jr. is attached to the Petition as **Exhibit 1**. That testimony includes a description of the public need for the proposed wastewater system.

(2) The written testimony of Jeffrey W. Cox, Jr. is attached to the Petition as **Exhibit 1**. That testimony includes a description of the wastewater system and the services to be provided.

(3) The written testimony of Jeffrey W. Cox, Jr. is attached to the Petition as **Exhibit 1**. That testimony includes a statement that IRM Utilities is aware of and will abide by all applicable Tennessee statutes and Commission rules.

(4) The written testimony of Jeffrey W. Cox, Jr. is attached to the Petition as **Exhibit 1**. That testimony describes and discusses the technical, managerial, and financial capabilities of IRM Utilities.

(5) The written testimony of Jeffrey W. Cox, Jr. is attached to the Petition as **Exhibit 1**. That testimony contains a statement that the applicant is aware of the requirement of Rule 1220-04-13-.09(7) concerning the completion of the construction of the wastewater system within three years of TPUC's written approval of the CCN.

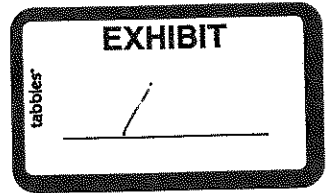
(6) The written testimony of Jeffrey W. Cox, Jr. is attached to the Petition as **Exhibit 1**. That testimony includes a signed affidavit that all information submitted in the Petition and in Mr. Cox's written testimony is true and correct to the best of the witness' knowledge and belief.

BEFORE THE TENNESSEE PUBLIC UTILITIES COMMISSION

NASHVILLE, TENNESSEE

IN RE:)
)
PETITION OF INTEGRATED RESOURCE)
MANAGEMENT, INC. d/b/a IRM UTILITY,)
INC. TO AMEND ITS CERTIFICATE OF)
PUBLIC CONVENIENCE AND NECESSITY)
TO SERVE AN AREA IN UNION)
COUNTY, TENNESSEE KNOWN AS)
PARADISE POINTE)

Docket No. _____



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

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, Jr. 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 Union County, Tennessee to a residential subdivision known as Paradise Pointe?

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

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

A: Yes, the service will be the same as we have petitioned for in the past. We will be operating an onsite wastewater disposal that is a standard LPP Subsurface Sewage Disposal System. This will be a residential application similar to the ISHA Enclave, Wild Briar, Grand View, Riverstone Estates, Compass Pointe, Emory Point, among others.

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

A: There will be approximately thirty-three (33) residential properties with a combination of full-time occupancy, vacation homes, and rental/commercial units.

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

A: Yes, IRM provides service in Union County to Lost Creek Campground which is within 20 miles of the site, as well as Flat Hollow Subdivision, which is approximately 30 miles from the site.

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 project does fit into IRM Utilities' growth plan and we do have the resources to manage the site. Adding to our customer base will add to IRM's financial stability.

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 Union County Mayor was contacted confirming there were no potential plans to service the area with sanitary sewer.

Q: Have you submitted plans to TDEC for approval?

A: Yes, this is still under review, awaiting approval and Public Notice Draft.

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?

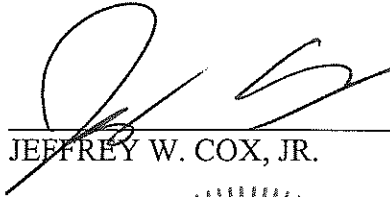
A: Yes.

Q: Does this conclude your testimony?

A: Yes.

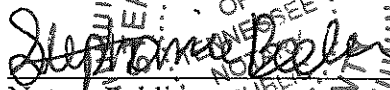
STATE OF TENNESSEE)
)
COUNTY OF KNOX)

JEFFREY W. COX, JR., 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.

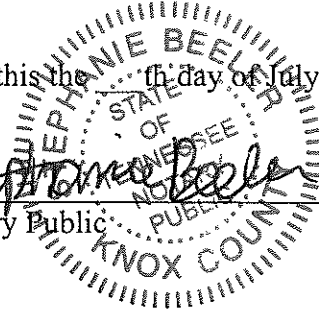


JEFFREY W. COX, JR.

SWORN TO AND SUBSCRIBED before me, on this the _____th day of July, 2023.



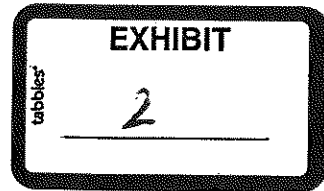
Notary Public



My Commission Expires: 09-07-2025



Integrated Resource Management, Inc.
A Privately Owned Public Utility
3444 Saint Andrews Drive
White Pine, Tennessee 37890
Phone (Vol) 674-0828
Cell (Vol) 712-4307
E-mail IRMutility@gmail.com



UTILITY SERVICES AGREEMENT

This Utility Services Agreement (the "Agreement") is made and entered into effective the 20 day of July, 2023, by and between Integrated Resource Management, Inc. d/b/a IRM Utility, Inc., a Tennessee Corporation, with its principal office located at 3444 Saint Andrews Drive, White Pine, Tennessee, 37890 (the "Utility") and Carlyle Construction LLC, a Tennessee Company, with its principal office located at 296 Boyd School Road, Morristown, TN 37813 (the "Developer"), (collectively, the "Parties").

Recitals:

1. Developer is the record owner of Paradise Pointe Subdivision (the "Development") recorded in the Register of Deeds Office located in Union County, Tennessee; and
2. The Utility is a privately owned public utility in the business of providing wastewater and sewer treatment systems to residential and commercial consumers in the state of Tennessee.

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

1. Developer shall construct and install a sewage collection, treatment, and disposal system (the "System") in the Development. Upon the completion of the construction and installation of the System and acceptance by the Utility the Developer shall convey title of the treatment system and the underlying real property on which the treatment system is installed to the Utility or, in the sole discretion of the Utility, a perpetual utility easement to service and maintain its system. Developer and Utility enter into this Agreement for the purpose of establishing the terms and conditions for construction, installation, operation, and maintenance of the System. Upon the execution of this Agreement, and prior to consideration by the Tennessee Public Utilities Commission ("TPUC") of the IRM Petition for a Certificate of Public Convenience and Necessity, the Developer shall

deposit into a bank account with IRM listed as the owner, an amount sufficient to ensure payment of all costs for the construction of the System, including without limitation all regulatory, licensing, and conveyance fees (the "Costs"), and the payment of any income taxes ("Taxes") which accrue as an obligation of the Utility in accordance with any applicable provision of the Internal Revenue Code or any state or local tax obligations...

2. 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 replacement, repair, maintenance, and operation and non-routine maintenance of the System installed to serve the Development shall be the responsibility of the Utility after the construction of the System is complete, approved and accepted for operation by the Utility.

3. The Developer shall provide a cash deposit in the amount of \$425,400.00 ("Cash Deposit"), as surety, to ensure completion of the construction of the system to serve the Development, prior to the approval of the plat. The amount is equal to the Utility's estimated cost to construct and install the System plus twenty percent (20%) of such costs. All remaining amounts of the Cash Deposit is refundable back to the Developer, if not needed to complete the construction of the system.

4. The Cash Deposit shall be used to provide for the payment of all Costs and fees. The Developer shall perform all 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 its representatives. The estimated Costs and Taxes are attached hereto as **Appendix I** to this Agreement and shall include an "Contingency" amount equal to twenty percent (20%) of the estimated Costs which shall be refunded to Developer to the extent the Contingency is not used for completion of the System.

5. 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. The Utility will coordinate with the construction contractor not to backfill soils over or cover any pipe, fittings, or connections until first inspected and approved by Utility. Utility will be responsible for documenting the locations of the various components of the System. If any digging or drilling is required of other contractors during or after the construction of the System, then Utility shall stake out, mark and locate the components to avoid accidental damage. If another contractor damages the System because a component was not accurately located by Utility, then Utility shall repair at its own expense. If another subcontractor damages the System due to the negligence of that contractor, then Developer shall advance the funds to repair the System.

6. The Utility shall petition the Tennessee Public Utilities Commission ("TPUC") for a Certificate of Public Convenience and Necessity ("CCN") authorizing the utility to provide the services to the Development. All cost associated with the petition for a CCN, including reasonable attorney fees, shall be paid by the Developer. 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 the CCN is not issued by 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. Unless other satisfactory arrangements are agreed upon by the Parties, the contractor the Developer engages to build the system shall have the duty to immediately repair, all breaks, leaks, or defects in the System of any and all description which occur within one (1) year from the date the System is accepted by the Utility. In the event the contractor fails to make such immediate repairs, then the Utility shall be authorized to make such repairs at the sole cost and expense of the Developer.

8. Developer will facilitate and execute Restrictive Covenants and Bylaws of the Development providing that a service agreement or contract between the lot owner and Utility will be required by each lot owner to establish wastewater service. The service agreements or contracts to be entered into between the lot owner and the Utility shall include, without limitation, a recitation that the Utility will charge a security deposit of \$60.00; and a monthly fee to be determined and established by its tariffs. A monthly charge will be assessed to unimproved lots bi-annually for "Sewer Access". The service agreement or contract shall be in a form substantially similar in all its material terms to **Exhibit A**, attached hereto and incorporated by reference. Unimproved Lot shall be defined as a lot which has been sold to a lot owner or is available for sale to a lot owner and has access to an active sewer tap.

9. Upon the issuance of the CCN to the Utility by TPUC, the Developer will turn over any and all funds collected from third parties for the purpose of operating the System, including but not limited to the security deposits collected from the homeowners.

10. The Developer hereby represents and warrants that at the time the Utility approves the System for operation, 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.

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

12. The Developer hereby represents and warrants it has the right, title, and interest to convey and shall convey the treatment system and the underlying real property or grant a perpetual utility easement on which the treatment system is installed to the Utility upon approval of the CCN by the Tennessee Public Utility Commission.

13. Upon the Utility's approval of the proper construction of the System, the Developer shall convey a perpetual utility easement, in favor of the Utility, to any real property surrounding the System 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. The Utility shall not have any right to assign this Agreement or any of their respective rights or obligations under this Agreement to any third party. 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 TPUC and the prior written agreement of the purchaser or assignee to be bound by the terms and conditions of this Agreement. Developer shall have a right to assign this Agreement or any of its respective rights and obligations under this Agreement to (a) an affiliated party of the Developer without the consent of Utility. An affiliated party shall be defined as any of Developer's divisions or business segments, together with its predecessors, successors, assigns, parents, subsidiaries, members, partners, shareholders, owners, officers, directors, employees and agents, and any person acting or purporting to act on their respective behalf; or (b) any third-party after the satisfactory construction of the System.

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 other 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 both Parties. No modification, waiver, termination, recession, discharge, or cancellation of any right or claim under this Agreement shall affect the right of any Party hereto to enforce any other claim or right hereunder.

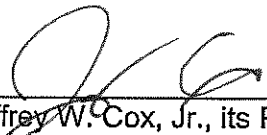
18. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

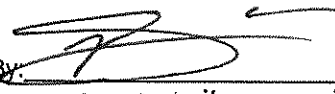
19. This Agreement shall not be amended or modified except in writing signed by the Parties hereto.

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

**INTEGRATED RESOURCE
MANAGEMENT, INC. D/B/A
IRM UTILITY, INC.**

**PARADISE POINTE SUBDIVISION
CARLYLE CONSTRUCTION, LLC**

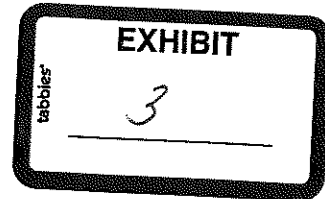
By: 
Jeffrey W. Cox, Jr., its President

By: 
Phillip Carlyle, its managing partner

FRANK C. HERNDON, JEFFERSON COUNTY CLERK

LICENSE
0539682

STANDARD BUSINESS TAX LICENSE



WK04 Drawer: 12 Site: 1
Work Date: 05/02/2022

DETACH THIS PORTION FOR CONFIDENTIAL FILE

FRANK C. HERNDON
JEFFERSON COUNTY CLERK
PO BOX 710
DANDRIDGE, TN 37725

LICENSE
0539682

STANDARD BUSINESS TAX LICENSE

Mailing

Location

9460 IRM UTILITY, INC

IRM UTILITY, INC

3444 ST ANDREWS DR
WHITE PINE, TN 37890

3444 SAINT ANDREWS DR
WHITE PINE, TN 37890

JEFFREY W COX SR

LOCAL ACCOUNT NUMBER 9460
STATE ACCOUNT NUMBER 1001092661
TRANSACTION NUMBER _____
CLASS 03
SALES TAX NUMBER _____

ISSUE DATE 05/02/22
TAX PERIOD 1/1/2021 - 12/31/2021
PAYMENT DUE BY 4/15/2023
EXPIRATION DATE 05/15/2023

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.

Frank C Herndon

WK04 Drawer:12 Site:1

-- POST AT LOCATION OF BUSINESS --
IF BUSINESS CLOSSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE

IRM Utility

Jeffrey W. Cox Jr.
President

Marian J. Cox
Vice President

Krystal L. Cox
Secretary

EXHIBIT

4

tabbles



Commissioners
Kevin Julian
Todd Cook
Kelly Barger

General Manager
Darren Cardwell

10/25/22
Matt McQueen
Crafted Milestone LLC
Re: Paradise Point Subdivision Union County Development

Dear Matt (et al),

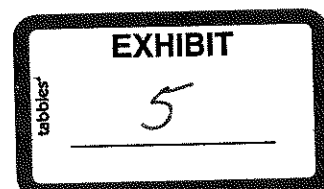
In response to your query regarding the future development of Paradise Point Subdivision in Union County (Sharp's Chapel area), HPUD would decline to own/manage the sewer system there. We do not have low pressure pipe (LPP) septic drainfields in our system or plan to incorporate them at this time, but they can be successfully managed without need for utility involvement from HPUD. We will gladly assist with providing water service, pipe standards, and final inspection for your development and any other regulatory framework assistance you need. We look forward to working with your team and successful completion of the project. Please reach out to one of us for further needs and the water pipe system review has been completed and approved by HPUD.

Sincerely,

Nick Jackson

Nick Jackson, P.E.
Manager, Treatment Plants and Maintenance
HPUD

CC: Darren Cardwell
Cody Humphries



EXHIBIT

6

RECEIVED
STATE OF TENNESSEE

2088 0127

1991 FEB 20 PM 2:20

STATE OF TENNESSEE

CHARTER

OF

BRYAN INTEGRATED RESOURCE MANAGEMENT, INC.
SECRETARY OF STATE

The undersigned person, in order to form a corporation pursuant to the Tennessee Business Corporation Act hereby adopts the following charter for the above listed corporation:

1. The name of the corporation is Integrated Resource Management, Inc.

2. The number of shares of stock that the corporation is authorized to issue is Two Thousand (2,000) Shares.

3. a) The complete street address of the corporation's initial registered office in Tennessee, including County, is

3444 St. Andrews Drive
Baneberry, Jefferson County, Tennessee 37890

(b) The name of the initial registered agent, to be located at the address listed in 3(a), is

Jeffrey W. Cox, Sr.

4. The name and complete address, including County, of each incorporator is

Martin Funderlic
5000 Western Avenue #2912
Knoxville, Knox County, Tennessee 37921

5. The complete address of the corporation's principal office, including County, is

3444 St. Andrews Drive
Baneberry, Jefferson County, Tennessee 37890

6. All stock issued is common no par stock.

7. The corporation is for profit.

8. The names of the initial Directors are

Jeffrey W. Cox, Sr.
Martin Funderlic

9. No director may be sued by the Corporation or its Shareholders for breach of his or her fiduciary duty to the Corporation, provided, however, that this provision shall not absolve a director from a breach of his or her duty of loyalty, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or for distributions in violation of T.C.A. §48-18-304.

Martin Funderlic
Incorporator's Signature

MARTIN FUNDERLIC

Incorporator's Name, Typed or Printed

1-21-91
Date of Signature

CLAIBORNE, DAVIS,
BUUCK & HURLEY
SUITE 300
713 MARKET STREET
KNOXVILLE, TN
37902-2398
(615) 871-4040

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

ISSUANCE DATE: 09/23/2002
REQUEST NUMBER: 02266122
TELEPHONE CONTACT: (615) 741-6488

COPY

CHARTER/QUALIFICATION DATE: 02/20/1991
STATUS: ACTIVE
CORPORATE EXPIRATION DATE: PERPETUAL
CONTROL NUMBER: 0237604
JURISDICTION: TENNESSEE

TO:
INTEGRATED RESOURCE MANAGEMENT, INC.
AT: JEFFREY W. COX
3444 SAINT ANDREWS D
BANEERRY, TN 37890

REQUESTED BY:
INTEGRATED RESOURCE MANAGEMENT, INC.
AT: JEFFREY W. COX
3444 SAINT ANDREWS D
BANEERRY, TN 37890

CERTIFICATE OF EXISTENCE

I, RILEY C DARNELL, SECRETARY OF STATE OF THE STATE OF TENNESSEE DO HEREBY CERTIFY THAT

"INTEGRATED RESOURCE MANAGEMENT, INC."

IS A CORPORATION DULY INCORPORATED UNDER THE LAW OF THIS STATE WITH DATE OF
INCORPORATION AND DURATION AS GIVEN ABOVE;
THAT ALL FEES, TAXES, AND PENALTIES OWED TO THIS STATE WHICH AFFECT THE
EXISTENCE OF THE CORPORATION HAVE BEEN PAID;
THAT THE MOST RECENT CORPORATION ANNUAL REPORT REQUIRED HAS BEEN FILED
WITH THIS OFFICE; AND
THAT ARTICLES OF DISSOLUTION HAVE NOT BEEN FILED; AND
THAT ARTICLES OF TERMINATION OF CORPORATE EXISTENCE HAVE NOT BEEN FILED

FOR: REQUEST FOR CERTIFICATE

ON DATE: 09/23/02

FROM:
INTEGRATED RESOURCE MANAGEMENT, INC.
PO BOX 642

WHITE PINE, TN 37890-0642

	FEES	
RECEIVED:	\$20.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$20.00

RECEIPT NUMBER: 00003147616
ACCOUNT NUMBER: 00406005



SS-4458

Riley C Darnell

RILEY C. DARNELL
SECRETARY OF STATE

Soil Map for Paradise Pointe - Union County, TN.
Extra High Intensity Soil Map Completed by Tony R. Younce dated 10/7/22.
ANY CUTTING, FILLING OR COMPACTION WILL VOID THIS SOIL MAP.
This soil map is a technical drawing and not a site plan. It is not to be used for any other purpose than the one for which it was prepared. The user of this soil map assumes all liability for any and all damages, including but not limited to, personal injury, property damage, and economic loss, arising from the use of this soil map. The user of this soil map also assumes all liability for any and all damages, including but not limited to, personal injury, property damage, and economic loss, arising from the use of this soil map. The user of this soil map also assumes all liability for any and all damages, including but not limited to, personal injury, property damage, and economic loss, arising from the use of this soil map.

Legend

- No change or stated: 10 in depth
- 10 in. horizontal separation recommended
- 20 in. horizontal separation recommended
- 30 in. horizontal separation recommended
- 40 in. horizontal separation recommended
- 50 in. horizontal separation recommended
- 60 in. horizontal separation recommended
- 70 in. horizontal separation recommended
- 80 in. horizontal separation recommended
- 90 in. horizontal separation recommended
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- 110 in. horizontal separation recommended
- 120 in. horizontal separation recommended
- 130 in. horizontal separation recommended
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- 710 in. horizontal separation recommended
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- 770 in. horizontal separation recommended
- 780 in. horizontal separation recommended
- 790 in. horizontal separation recommended
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- 810 in. horizontal separation recommended
- 820 in. horizontal separation recommended
- 830 in. horizontal separation recommended
- 840 in. horizontal separation recommended
- 850 in. horizontal separation recommended
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- 870 in. horizontal separation recommended
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- 980 in. horizontal separation recommended
- 990 in. horizontal separation recommended
- 1000 in. horizontal separation recommended

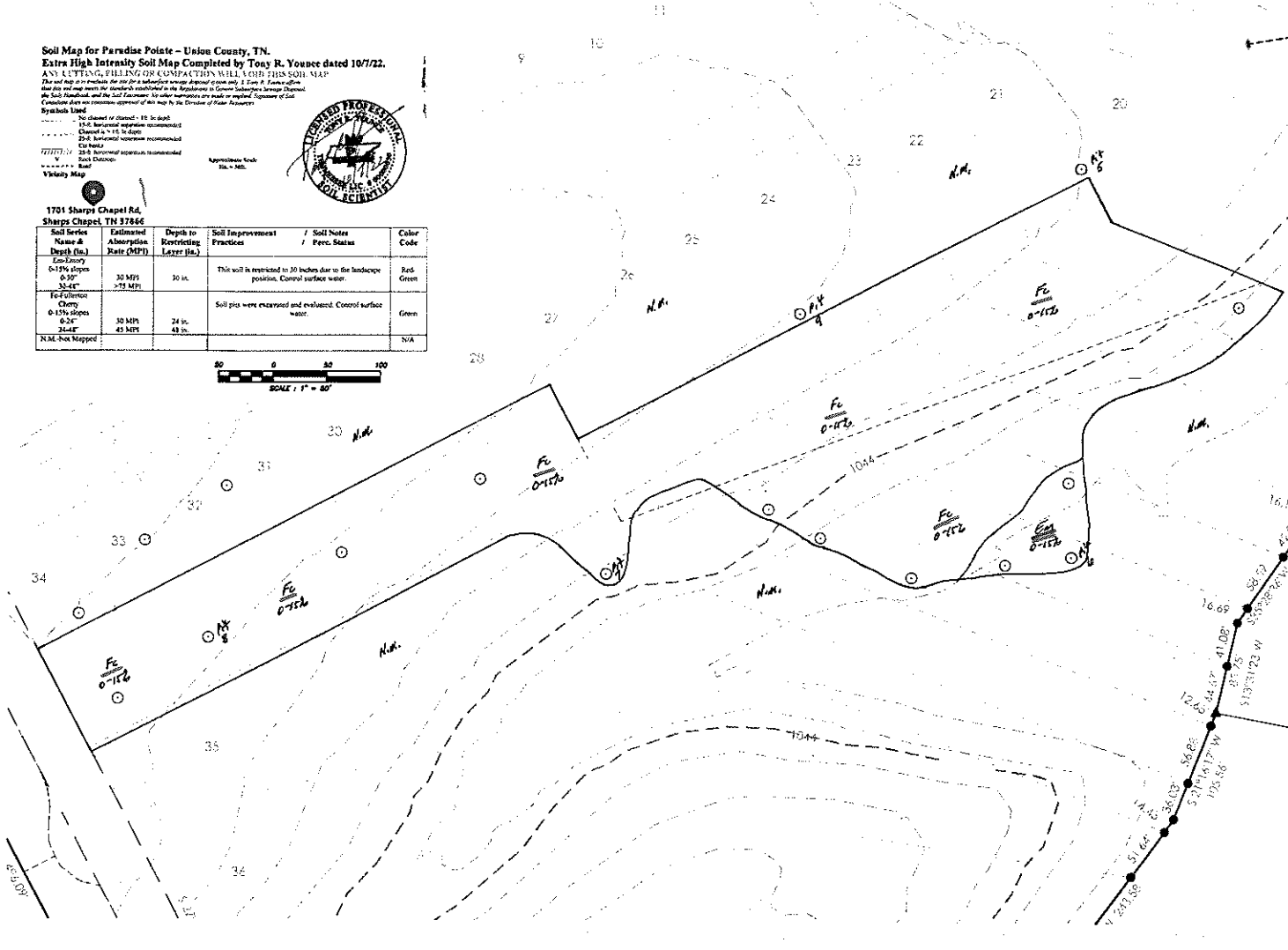
Soil Series

Name & Depth (in.)	Estimated Absorption Rate (MPH)	Depth to Restricting Layer (in.)	Soil Improvement Practices	Soil Notes / Perc. Status	Color Code
Low/Lowery 0-10 in. slopes 0-10 in.	30 MPH >75 MPH	30 in.	This soil is restricted to 30 inches due to the landscape position. Control surface water.		Red Green
Fe/Lowery 0-10 in. slopes 0-10 in.	30 MPH 45 MPH	24 in. 48 in.	Soil pits were excavated and evaluated. Control surface water.		Green N/A

Scale

0 50 100

SCALE: 1" = 80'



Jeffrey William (Bill) Cox, Jr.

7709 Edwards Place Blvd.

Corryton, TN 37721

Degree: BA Philosophy
The University of Tennessee
2001 – 2006

Pre-graduate experience 2000-2005:

Worked officially (part time) with Jeffrey Cox Sr. of Environmental Soil Consulting and IRM Utility, Inc., from 2001 until graduating in 2006. This included soil mapping for on-site wastewater systems as well as preliminary work for wastewater treatment plants and building various other wastewater disposal systems (conventional, LPP, Mounds, etc.)

2006 - Present: Full time employee of IRM-C&C Company.

Title: President of Integrated Resource Management, Inc.
President of IRM-C&C Company
Forman and Technical Director of Operations

Responsibilities include:

- Routine maintenance of On-Site wastewater treatment plants and Septic Tank Effluent Pumping systems (“STEP”) systems,
- Servicing alarm calls for treatment plants and STEP systems,
- Wastewater sampling for monitoring,
- Construction of wastewater treatment plants and STEP systems,
- Construction of LPP wastewater disposal systems and inspections of subcontractors,
- General duties include: Invoicing, client relations, consulting with builders and new customers.
- Record keeping for routine and non-routine maintenance. Preparation of Regulatory Reports and Permitting.

Permits and Licenses:

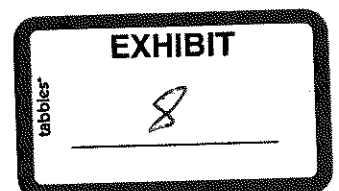
- Conventional and LPP builder’s permit Statewide and Contract Counties
- Collection Systems Operator I [CSI]: I.D. # 3505
- Approved TDEC Alternate Treatment System Provider

Continuing Education:

- Maintaining a Continuing Education Courses as Required by Certifications. This training involved a broad spectrum of all aspects of safety, ethics, treatment processes, collection system concepts, and mechanical processes pertinent to the industry.

Associations Membership:

- Past Board Member and Member of the Tennessee On-site Wastewater Association
- Member of the National On-site Wastewater Recycling Association



IRM Utility Key Employees

Jeffrey (Bill) Cox, Jr. – President

Wastewater Operator License ID: #3505

Conventional and LPP builder's permit Statewide and Contract Counties

Employed full time with IRM C&C since 2006 assisting with construction and maintenance of On-site wastewater systems and lift stations across the State of Tennessee.

Marian J. Cox – Vice President

Full time secretary and business office manager since company's inception in 2003

Assisted CPAs from several offices over the years to comply with State and Local Government rules and regulations.

Krystal L. Cox – Secretary/Treasurer

Employed by IRM C&C in 2009 and became a full-time employee in 2016. Elected Treasurer in 2022.

Current business office manager at new location in Knox County with over 15 years' experience.

IRM Utility incorporates outside help to manage day to day operations at its locations which is typical of on-site utility operations. IRM has secured relationships with several outside sources for assistance with non-routine maintenance issues. However, typically the utility strives to utilize its own supporting company's resources/manpower and equipment to quickly and efficiently solve any issues that may arise. IRM intends on acquiring operator's licenses for several current employees in the coming year.

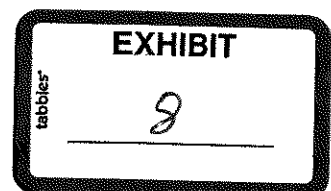
IRM C&C Employees

Rocky Lawson – Chief Machine Operator

Employed by IRM in 2017; 10+ years of machine operation experience.

Tyler Russel – Foreman

Employed by IRM in 2022; Foreman for IRM since January 2023 and years of foreman experience prior to employment with IRM.



Shawn Lowe – Field Tech

Employed by IRM in 4th Quarter 2021

Tyler Mead – Field Tech

Employed by IRM 4th quarter 2022

John Mead – Field Tech

Employed by IRM 4th quarter 2022

Caleb Hammer – Field Tech

Employed by IRM April 2023 – In training



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

June 26, 2023

Mr. Jeffrey (Billy) Cox
owner
IRM Utilites Inc
e-copy: jeffreywcox7@gmail.com
P.O. Box 71526
Knoxville, TN 37938

Subject: **Draft of State Operating Permit No. SOP-22031**
Integrated Resource Management, Inc. (Formerly TRY WASTEWATER
SPECIALIST)
PARADISE POINTE SUBDIVISION
Sharps Chapel, Union County, Tennessee

Dear Mr. Cox:

Enclosed please find one copy of the draft state operating permit, which the Division of Water Resources (the division) proposes to issue. The issuance of this permit is contingent upon your meeting all of the requirements of the Tennessee Water Quality Control Act and the rules and regulations of the Tennessee Water Quality, Oil and Gas Board.

If you disagree with the provisions and requirements contained in the draft permit, you have thirty (30) days from the date of this correspondence to notify the division of your objections. If your objections cannot be resolved, you may appeal the issuance of this permit. This appeal should be filed in accordance with Section 69-3-110, Tennessee Code Annotated.

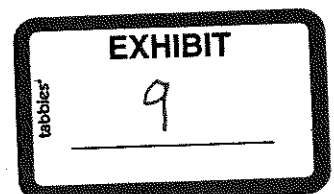
If you have questions, please contact the Knoxville Environmental Field Office at 1-888-891-TDEC; or, at this office, please contact Mr. Bryan Pope at (931) 224-3098 or by E-mail at Bryan.Pope@tn.gov.

Sincerely,

Brad Harris, P.E.
Manager, Land-Based Systems

Enclosure

cc: Permit File
Knoxville Environmental Field Office
Mr. Matt McQueen, Owner / Developer, McQueen Construction, mcqueenconstruction4746@gmail.com
Mr. Thomas Clint Harrison, P.E., Project Engineer, TCH, charrisoneng@gmail.com



STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

Permit No. SOP-22031

PERMIT

For the operation of Wastewater Treatment Facilities

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

PERMISSION IS HEREBY GRANTED TO

Integrated Resource Management, Inc. (Formerly TRY WASTEWATER SPECIALIST)
PARADISE POINTE SUBDIVISION
Sharps Chapel, Union County, Tennessee

FOR THE OPERATION OF

A publicly-owned sewage disposal system consisting of septic tank effluent pump tanks, a collection system and low pressure pipe (LPP) subsurface sewage disposal system located at latitude 36.339811 and longitude -83.803681 in Union County, Tennessee to serve approximately 35 homes in the Paradise Pointe Subdivision.

This permit is issued as a result of the application filed on June 16, 2023, in the office of the Tennessee Division of Water Resources and in conformity with approved plans, specifications and other data submitted to the Department in support of the above application, all of which are filed with and considered as part of this permit, together with the following named conditions and requirements.

This permit shall become effective on:

This permit shall expire on:

Issuance date:

for Jennifer Dodd
Director

A. GENERAL REQUIREMENTS

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

<u>Parameter</u>	<u>Sample Type</u>	<u>Daily Maximum</u>	<u>Monthly Average</u>	<u>Measurement Frequency</u>
Flow *	Totalizer			Daily
BOD ₅	Grab	45 mg/l	N/A	Once/Year

* Report average daily flow for each calendar month.

Sampling requirements in the table above apply to effluent being discharged to the drip irrigation plots.

This permit allows the operation of a wastewater collection, and storage system with disposal of treated wastewater through approved subsurface sewage disposal areas. There shall be no discharge of wastewater to any surface waters or to any location where it is likely to enter surface waters. There shall be no discharge of wastewater to any open throat sinkhole. In addition, the drip irrigation system shall be operated in a manner preventing the creation of a health hazard or a nuisance.

The subsurface disposal component shall be operated and maintained to ensure complete hydraulic infiltration within the soil profile, transmission of the effluent away from the point of application, and full utilization of the soil profile as a portion of the treatment system.

Instances of surface saturation, ponding or pooling within the land application area as a result of system operation are prohibited. Instances of surface saturation, ponding or pooling shall be promptly investigated and noted on the Monthly Operations Report. The report shall include details regarding location(s), determined cause(s), the actions taken to eliminate the issue, and the date the corrective actions were made. Any instances of surface saturation, ponding or pooling not associated with a major precipitation event not corrected within three days of discovery shall be reported to the local Environmental Field Office at that time for investigation. Surface saturation, ponding or pooling resulting in the discharge of treated wastewater into Waters of the State or to locations where it is likely to move to Waters of the State shall be immediately reported to the local Environmental Field Office, unless the discharge is separately authorized by a NPDES permit.”

The site shall be inspected by the certified operator or his/her designee, at a minimum, once per month. in accordance with an operating and maintenance inspection schedule in the permit. The

inspection shall at a minimum evaluate the following via onsite visits or telemetry monitoring or a combination of the two:

- the condition of the site signage,
- the operational status of the mechanical parts of the treatment system (pumps, filters, telemetry equipment, etc.)
- the condition of the UV bulbs (if applicable)
- the condition of the subsurface disposal area including the location of any ponding
- the description of any corrective actions

B. MONITORING PROCEDURES

1. Representative Sampling

Measurements taken in compliance with the monitoring requirements specified above shall be representative of the volume and nature of the monitored discharge, and shall be taken at the following location(s): Effluent to drip irrigation plots.

C. DEFINITIONS

“Semi-annually” means samples are to be taken every 6 months after the first full month of operation.

“Wastewater” for the purpose of this permit means “sewage” as defined in TCA 69-3-103

D. REPORTING

1. Monitoring Results

Monitoring results shall be recorded consistent with the general requirements imposed in Part A above and be submitted quarterly.

Submittals shall be postmarked no later than 15 days after the completion of the reporting period. A copy should be retained for the permittee's files. Monitoring results shall be reported in a format approved by the division. Operation reports and any communication regarding compliance with the conditions of this permit must be sent to:

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

Sampling results may be submitted electronically to: DWRWW.Report@tn.gov.

The first operation report is due on the 15th of the month following the quarter containing the permit effective date.

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

All reports or information submitted to the commissioner shall be signed and certified by the persons identified in Rules 0400-40-05-.05(6)(a-c).

PART II

A. GENERAL PROVISIONS

1. Duty to Reapply

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

2. Right of Entry

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

a. To enter upon the permittee's premises where an effluent source is located or where records are required to be kept under the terms and conditions of this permit, and at reasonable times to copy these records;

b. To inspect at reasonable times any monitoring equipment or method or any collection or discharge facilities required under this permit.

3. Availability of Reports

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

4. Proper Operation and Maintenance

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

The monitoring frequency stated in this permit shall not be construed as specifying a minimum level of operator attention to the facility. It is anticipated that visits to the treatment facility by the operator will occur at intervals frequent enough to assure proper operation and maintenance, but in no case less than one visit every fourteen days OR in accordance with an operating and maintenance inspection schedule in the permit administrative file record. If monitoring reports, division's inspection reports, or other information indicates a problem with the facility, the permittee may be subject to enforcement action and/or the permit may be modified to include increased parameter monitoring, increased monitoring frequency or other requirements as deemed necessary by the division to correct the problem. The permittee shall ensure that the certified operator is in charge of the facility and observes the operation of the system frequently enough to ensure its proper operation and maintenance regardless of the monitoring frequency stated in the permit

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

5. Property Rights

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

6. Severability

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

7. Other Information

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

B. CHANGES AFFECTING THE PERMIT

1. Planned Changes

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

2. Permit Modification, Revocation, or Termination

a. This permit may be modified, revoked and reissued, or terminated for cause as described in Section 69-3-108 (h) of the Tennessee Water Quality Control Act as amended.

b. The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.

3. Change of Ownership

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

a. The permittee notifies the Director of the proposed transfer at least 30 days in advance of the proposed transfer date;

b. The notice includes a written agreement between the existing and new permittees containing a specified date for transfer of permit responsibility, coverage, and liability between them; and

c. The Director, within 30 days, does not notify the current permittee and the new permittee of his intent to modify, revoke or reissue, or terminate the permit and to require that a new application be filed rather than agreeing to the transfer of the permit.

4. Change of Mailing Address

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

C. NONCOMPLIANCE

1. Effect of Noncompliance

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

2. Reporting of Noncompliance

a. 24-Hour Reporting

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

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

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

b. Scheduled Reporting

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

3. Adverse Impact

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

D. LIABILITIES

1. Civil and Criminal Liability

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

2. Liability Under State Law

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

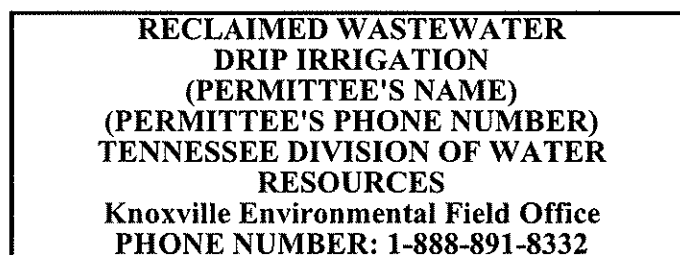
PART III OTHER REQUIREMENTS

A. CERTIFIED OPERATOR

The waste treatment facilities and collection system shall be operated under the supervision of a certified wastewater treatment in accordance with the Water Environmental Health Act of 1984.

B. PLACEMENT OF SIGNS

The permittee shall place a sign at the entrance to the land application area if fenced or all reasonable approaches to the land application area. The sign should be clearly visible to the public. The minimum sign size should be two feet by two feet (2' x 2') with one inch (1") letters. The sign should be made of durable material



C. ADDITION OF WASTE LOADS

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

D. SEPTIC (STEP) TANK OPERATION

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

E. SEPTAGE MANAGEMENT PRACTICES

The permittee must comply with the provisions of Rule 0400-48-01-.22. Sludge or any other material removed by any treatment works must be disposed of in a manner which prevents its entrance into or pollution of any surface or subsurface waters

F. OWNERSHIP OF THE TREATMENT FACILITIES

a. The permittee shall own the treatment facilities (and the land upon which they are constructed) including the land to be utilized for wastewater dispersal. A perpetual easement (properly recorded) may be accepted in lieu of ownership. Evidence of ownership of the treatment facility land application site(s) and/or a copy of the perpetual easement(s) must be furnished to the division for approval prior to construction of the wastewater collection and dispersal system. Signed agreements stating the intent of the existing landowner to transfer ownership may be provided to support permit issuance. Evidence of such ownership or access rights must be provided to, and approved by, the Commissioner prior to commencement of operation. Final SOP's will not be issued without establishing ownership / access rights.

Attachment 1

RATIONALE

**Integrated Resource Management, Inc. (Formerly TRY WASTEWATER
SPECIALIST)**

STATE OPERATION PERMIT NO. SOP-22031

Sharps Chapel, Union County, Tennessee

Permit Writer: Mr. Bryan Pope

FACILITY CONTACT INFORMATION:

Mr. Jeffrey (Billy) Cox

owner

Phone: (865) 712-4307

jeffreywcox7@gmail.com

SHARPS CHAPEL ROAD- 1200 Ft. SW of DR. DAVIS RD.

Knoxville, TN 37938

- Activity Description:** Treatment of domestic wastewater via a septic tank effluent pump collection system with Low Pressure Pipe subsurface disposal on a dedicated site. This permit authorizes operation of a publicly owned sewerage system. The utility is assuming responsibility and ownership. This activity encompasses a design to 35 homes in Paradise Pointe SD.
- Facility location:** Latitude 36.339811 and Longitude -83.803681
- Name of the nearest stream:** No discharge allowed.
- Treatment system:** Low Pressure Pipe dispersal with STEP / STEG.
- Permit period:** This permit will be issued for a five year period effective from the issuance date on the title page.
- Financial Security:** Privately-owned public utilities provide financial security to the Public Utility Commission to comply with TCA 69-3-122.
- Annual Maintenance Fee:** An annual maintenance fee for the permit will apply after permit issue and upon receipt of an invoice. .
- Items Requisite for Operation:** This draft permit proposes terms and conditions for planning purposes and to seek public comment on the potential water quality impacts of the

proposed activity. Actual operation of the sewerage system is contingent on the following items (items may occur in any order):

- Approval of sewerage system construction plans and specifications per TCA 69-3-108(i),
- Final construction inspection and submission of O & M manual per Rule 0400-40-02-.09,
- Issuance of a Certificate of Convenience and Necessity (CCN) by the Public Utility Commission,
- Utility ownership of sewerage system assets consistent with Rule 0400-40-16-.02(8). Sewerage system assets broadly consist of those units integral to the collection, treatment and disposal of both the solid and liquid component of sewage (i.e. septic tanks and pumps, collection lines, treatment system and drip irrigation area and related appurtenances), and
- Final issue of the permit.

IRM Utility, Inc. - Paradise Pointe - Union County

Estimated 4 Year Build-Out:

Year	2024	2025	2026	2027
Homes Completed	14	21	28	35
Estimated Service Fees	\$ 9,762.48	\$ 14,643.72	\$ 19,524.96	\$ 24,406.20
Estimated Acces Fees	\$ 3,360.00	\$ 2,240.00	\$ 1,120.00	\$ -
Total Revenue	\$ 13,122.48	\$ 16,883.72	\$ 20,644.96	\$ 24,406.20
Escrow Reserves	\$ 556.46	\$ 834.69	\$ 1,112.92	\$ 1,391.15

Historical Yearly Estimated Cost/Expense

\$	9,100.00	\$	13,650.00	\$	18,200.00	\$	22,750.00
Annual Net	\$ 4,022.48	\$	3,233.72	\$	2,444.96	\$	1,656.20

Estimated Net Percentage at Build-Out

7%

Total Theoretical Sewage Flows/Year

	4,536,000	6,898,500	9,198,000	11,497,500
Total Theoretical Sewage Flows/Day	12,600	18,900	25,200	31,500

**Flows based on 100GPD/Bedroom

EXHIBIT

10

Tables

Integrated Resource Management, Inc.
d/b/a IRM Utility, Inc.

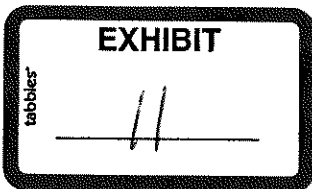
TRA Tariff No. 1
Section 1
First Revised Page 2

Wastewater Utility Service

TABLE OF CONTENTS

20160013

<u>Section No.</u>	<u>Name</u>	<u>Section Page(s)</u>
1	Title Page	1
	Table of Contents	2
	Check Sheet	3
	Symbol Key	4
	Tariff Format	5
	Definitions	6-7
2	Rules and Regulations	1-7
3	Residential Sewer Service Territories	1
4	Residential Rates	1
	Rate Sheet Explanation	2
5	Commercial Sewer Service Territories	1
6	Commercial Rate Without Food Service	1-1.1 T
	Commercial Rate Campgrounds	1.2 C
	Commercial Rate With Food Service	2-2.1 T
	Commercial Rate Combined Services or High Strength Waste	2.2-2.3 C
		T
*	Sewer Subscription Agreement	Attachment No.1
**	List of Required Practices	Attachment No. 2



Issued: February 8, 2016

Effective: February 8, 2016

Wastewater Utility Service

TABLE OF CONTENTS

<u>Section No.</u>	<u>Name</u>	<u>Section Page(s)</u>
1	Title Page	1
	Table of Contents	2
	Check Sheet	3
	Symbol Key	4
	Tariff Format	5
	Definitions	6-7
2	Rules and Regulations	1-7
3	Residential Sewer Service Territories	1
4	Residential Rates	1
	Rate Sheet Explanation	2
5	Commercial Sewer Service Territories	1
6	Commercial Rate (without Food Service)	1
	Commercial Rate (with Food Service)	2
	Commercial Rate (Overnight Rental)	3
*	Sewer Subscription Agreement	Attachment No.1
**	List of Required Practices	Attachment No. 2

Wastewater Utility Service

CHECK SHEET

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

SECTION	SHEET	REVISION	
1	1	Original	
1	2	1 st Revised	
1	3	5 th Revised	T
1	4	Original	
1	5	Original	
1	6	Original	
1	7	1 st Revised	T
2	1	Original	
2	2	1 st Revised*	T
2	3	2 nd Revised*	T
2	4	Original	
2	5	1 st Revised*	T
2	6	Original	
2	7	2 nd Revised*	T
3	1	3 rd Revised	
4	1	2 nd Revised	
4	2	3 rd Revised	C
5	1	3 rd Revised	
5	2	1 st Revised	
6	1	2 nd Revised	
6	1.1	Original	
6	1.2	Original	
6	2	2 nd Revised	
6	2.1	Original	
6	2.2	Original	
6	2.3	Original	
6	3	1 st Revised	

Wastewater Utility Service

SYMBOL KEY

The following symbols are used to signify the purposes indicated as follows:

- C** To signify a changed regulation or rate structure.
- I** To signify a rate increase.
- M** To signify a move in the location of text.
- N** To signify a new rate or regulation.
- R** To signify a reduced rate.
- T** To signify a change in text, but no change in rate or regulation.

Wastewater Utility Service

TARIFF FORMAT

A. Sheet Numbering. Sheet numbers appear in the upper right hand corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. By way of example, a new sheet added between sheets 5 and 6 already in effect, would be numbered 5.1.

B. Sheet Revision Numbers Other Than Original. Revision numbers will also appear in the upper right hand corner of the sheet unless that sheet is an original. In the case of an original, it will be denoted in the same location on the sheet. Revision numbers are used to determine the most current sheet version on file with the TRA. To illustrate, the 4th Revised Sheet 12 replaces and cancels 3rd Revised Sheet 12. Due to various periods of tariff suspensions or deferrals of the TRA during their tariff approval process, the most current sheet number on file with the TRA may not always be the sheet in effect. Please consult the Check Sheet for the current sheet in effect.

C. Paragraph Numbering Sequence. There are 9 levels of paragraph coding. Each level of coding is subservient to the next higher level. An illustration is as follows:

2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).1
2.1.1.A.1.(a).1.(i)
2.1.1.A.1.(a).1.(i).1

D. Check Sheets. When a tariff is made with the TRA, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff along with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk, i.e. (*). There will be no other symbols used on this sheet if these are the only changes. The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the TRA.

Wastewater Utility Service

DEFINITIONS

When used in this tariff, the following terms shall have the meanings set forth next to the same as follows:

1. "Collector Line" shall mean the line from the Service Line to the Main Line.
2. "Commercial Property" shall mean the real property that is used for commercial, overnight rental, transient, or institutional purposes.
3. "Company" shall mean Integrated Resource Management, Inc. d/b/a IRM Utility, Inc.
4. "Customer" shall mean any person, firm, limited liability company, partnership, corporation, association, company, or governmental entity furnished sewage services by the Company.
5. "Engineer" shall mean the consulting or design engineer employed by or retained by the Company.
6. "Facilities/Components" shall mean all equipment owned and operated by the Company, and easements, land, and properties required for the operation of the sewer system.
7. "Main Line" shall mean the line from the Collector Line to the treatment facility.
8. "Premises" shall mean the Customer's private property.
9. "Pumping Station" shall mean a tank with pumps and receives effluent from a STEG/STEP Tank or Collector Lines.
10. "Residential Property" shall mean the real property that is an established residence for a single family intended solely for such family's use or a long term lessee—i.e. 12 months or more.
11. "Service Line" shall mean the line from the STEG/STEP Tank to the Collector Line.
12. "STEG Tank" shall mean any tank located near a Customer's building containing an effluent filter for the purposes of accepting sewage waste.

Issued: July 15, 2008

Effective: August 15, 2008

Wastewater Utility Service

DEFINITIONS (CONTINUED)

13. "STEP Tank" shall mean any tank located near a Customer's building containing a pump vault for the purposes of accepting sewage waste.

14. "Stub-out Line" shall mean the line that carries the sewage waste from the building to the STEG/STEP Tank.

15. "TRA" shall mean the Tennessee Regulatory Authority or the Tennessee Public Utilities Commission.

T

16. "Tap" shall mean the junction of the Service Line with the sewer collection system.

Wastewater Utility Service

RULES AND REGULATIONS

Statement of Purpose:

The general purpose of these rules and regulations is as follows:

1. To establish measures and procedures for providing sewage collection and treatment services on a uniform basis within the Company's service area.
2. To provide standards and procedures for the following:
 - a. Establishing sewer characteristics acceptable for the treatment systems;
 - b. Establishing the criteria for protecting the integrity of the water-tight system—a system free of inflow and infiltration ("I & I");
 - c. Required design standards;
 - d. Construction and material standards;
 - e. Inspection requirements; and
 - f. Quality of materials.

Authorization of Rules and Regulations:

Integrated Resource Management, Inc. d/b/a IRM Utility, Inc. is a corporation validly organized and in good standing with the State of Tennessee as a privately-owned, public utility. The Company operates under the authority of a Certificate of Convenience and Necessity ("CCN") as initially approved by the TRA on November 10, 2003 and by TRA Order issued March 16, 2004 in Docket No. 03-00467 and subsequently issued CCNs.

Effect of Rules and Regulations:

All provisions of these rules and regulations shall be incorporated in each Sewer Subscription Agreement [Attachment No. 1] with each Customer of the Company.

Wastewater Utility Service

RULES AND REGULATIONS (CONTINUED)

Utility Facilities on Private Property:

The Company shall own and maintain all STEG and STEP Tanks, control systems, and service lines required to provide sewer service on the Customer's premises. Any problems arising from construction issues by the developer or the builder such as improper material, settlement of tanks, erosion/slippage, etc. will be the owner's responsibility. The Customer shall execute an agreement granting an easement to the Company for maintenance of the sewer system. The building, plumbing, and Stub-out Line shall be maintained by the Customer.

T

Service Disconnection:

Service under any application may be discontinued due to the following:

1. Non-payment of bill;
2. Misrepresentation;
3. Adding to the property or fixtures without notice to the Company;
4. Tampering with any service pipe, tank, control system, filter, or any other facilities of the Company;
5. Violation of any Company rules and regulations;
6. Disconnecting or reconnecting service by a party other than a duly authorized agent of the Company without the Company's express consent; and
7. Failure to execute the "Sewer Access Agreement"

T

Non-payment Penalties:

A non-payment penalty of 5% of the balance due will be owed if the bill is paid after the due date shown on the bill. If payment is not received within 15 days after being due, written notice will be sent to the Customer via the U.S. Postal Service. If payment is not received within 30 days after being due, sewer service will be discontinued from the Customer's property pursuant to the terms of the Sewer Subscription Agreement executed by the Customer and the Company with no additional notice. No service shall be reconnected if discontinued for non-payment until all charges have been paid, including, without limitation, penalties, disconnection fees and reconnection fees. The disconnection fee is \$10.00 and the reconnection fee is \$15.00.

C

Returned Checks or Instruments:

The Company will charge the Customer \$20.00 for all checks or instruments returned by the bank

Wastewater Utility Service

RULES AND REGULATIONS (CONTINUED)

Changes in Ownership, Tenancy, or Services:

A new application and agreement must be made and approved by the Company on any change in ownership of property, in tenancy, or in the services as described in the application. In the event a new owner or tenant fails to submit a new application, the company shall have the right to discontinue service until a new application is made and approved.

Security Deposits:

Each new Customer, before connection or reconnection of the service, will be required to make a refundable deposit to secure payment of sewage service bills in the amount of \$60.00. Deposits will be held by the Company as long as required to insure payment of bill.

T

Sewer System Access Fee:

A Sewer Subscription Agreement Fee will be charge in advance for the upcoming year. The owner of each property parcel which is provided a tap or the availability of a tap, when the sewer system is built, will be required to pay a sewer system access fee of \$160.00 per year. This fee will be billed and payable semi-annually. Owners of record as of June 1 will be billed and payable semi-annually. Owners of record as of June 1 will be billed for one-half of the total access fee or \$80.00 in June, and owners of record as of December 1 will be billed for one-half of the total access fee or \$80.00 in December. As each Customer connects to the sewer and signs up for service, they will be credited on a pro-rated basis until that time. Thereafter the fee will not be charged. Any access fees not used within the paid year will be credited to the monthly billing for permanent service.

Wastewater Utility Service

RULES AND REGULATIONS (CONTINUED)

Engineering, Materials and Construction Standards:

1. General – This specification covers the type of sewer system required for various design conditions of sewers constructed by developers. The requirements called for are minimum standards in all cases. Bedding conditions, material specifications, sealing requirements and installation methods are the responsibility of the Engineer and must be approved by the Company. Design and construction of sewer lines shall meet the requirements of the Tennessee Department of Environment and Conservation ("TDEC"), in addition to this specification. Any conflicts between the Company and TDEC requirements shall be resolved in favor of the more restrictive requirement.
2. All sewage collection system components are to be water-tight and free of I&I. This includes Stub-out lines, all tanks, Collector Lines, Service Lines, and Main Lines. Collector Lines and Main Lines are to be tested to 100 pounds per square inch of water pressure. Risers and lids are to be water-tight.
3. STEP and STEG Tanks are to be installed near the building to be served. The tanks are to be set in a level condition and tested for water tightness before backfilling.
4. All pipe is to be PVC, classes and sizes will be pursuant to the Engineer's design and in all cases SDR-21 class 2000 will be the minimum allowable class.
5. Only wastewater drains are to be connected to the sewer system. No water sources such as roof drains, sump pumps, condensate lines and swimming pools shall be connected to the sewer system.

Special Pre-treatment Sewage Requirements:

For all sewage connections, the Company reserves the right to require any commercial property customer to provide special pre-treatment for any high strength effluent before discharge into its sewage system. The Company may, upon the basis of recognized engineering standards and treatment costs, increase the rate charged to cover the cost of treatment of high strength effluent, commercial or industrial waste, and may impose standards as to the maximum size of solids and constituents in such waste discharged into its sewage system.

Additionally, if excessive volumes of sewage are received, the Company may require the Customer to monitor flow volume and increase surge holding, treatment, and disposal capacity at the Customer's expense. All Customers will be required to follow the List of Required Practices (Biological Systems Users Manual—Attachment No. 2) for an effluent collection system, supplied to them by the Company.

Wastewater Utility Service

RULES AND REGULATIONS (CONTINUED)

These requirements prohibit the dumping of any toxic chemicals, non-biodegradable detergents, whitening agents, or other non-environmentally friendly compounds that kill tank bacteria. Also prohibited is the disposal of an excessive amount of grease, paints, pesticides or other typical household items that consumers introduce into sanitary sewer and storm drains. A copy of the Company's list of Required Practices is attached hereto as Attachment No. 2.

Damages:

The Company will pump STEP or STEG systems for Residential Customers that comply with the Company's list of Required Practices, following an inspection by the company, which indicates in the Company's sole determination, may be required as routine maintenance. All leaks in any building pipe or fixture on the premises of the Customer shall be immediately repaired by the Customer. On failure to repair any such leak, the service may be discontinued until repairs are made. Any customer found introducing prohibited substances into the wastewater system is liable to pay the full cost of cleanup and the repair of any damage caused.

T

The Company shall in no event be responsible: for maintaining any Stub-out Line owned by the customer; for the damages created by sewage escaping therefrom; or for defects in the Customer's building lines or fixtures. The Customer shall at all times comply with all regulations of the TRA and the Company.

Inspection:

All pipes, valves, and fixtures, shall at all reasonable hours, be subject to inspection by the Company or its duly authorized agents.

In Event of Emergency:

The company shall not be liable to the Customer for interruption in service, or for damages or inconvenience as a result of any interruption or stoppage beyond the reasonable control of the Company. In the case of an emergency, please call 865-674-0828 or other provided service number.

Service Area:

The Company will provide Service within its current service area. The TRA must approve additions to the service area.

Wastewater Utility Service

RULES AND REGULATIONS (CONTINUED)

Extension Plan:

The Company may furnish sewer service to property owners whose lands abut the Main Line of existing Company sewer systems. The sewer service charges listed in the sewer billing structure do not include costs for constructing the sewer system. Any sewer system facility/components required to service such abutting properties shall be constructed at the cost of those parties desiring same, and these facility/components shall become the property of the Company to be credited to the account for Contributions In Aid of Construction. In addition, treatment system component costs will be paid by the Customer desiring to connect to the system. Sewer service to new areas within a service territory will be made available where it is technically feasible and the developer or property owner is willing to bear the expense of designing and building the sewer system.

Contributions In Aid of Construction:

Sewer system facility/components furnished by the developers and landowners to the Company will be recognized as contributions in aid of construction in the amount of actual construction. Capital contributions from the developers will be treated in a like manner.

Contracts for Services:

Each Customer, before installation of service, shall be required to execute a Sewer Subscription Agreement with the Company.

Customer Billing:

Customer billing may be different from area to area. If the area is serviced by a utility water service, the water provider will be requested to provide billing services. For flat fee areas, a coupon book may be provided on an annual basis with monthly statements. Water bill comparisons or metering may be employed if higher water use than typical is suspected. Typically, monthly statements will be sent to Customers.

In cases where pass-through treatment costs and commercial customers are involved, a monthly bill will be sent to the customer and be based on the gallons of water used. Where water use is from a utility, the Company may request water use data from the water provider.

Integrated Resource Management, Inc.
d/b/a IRM Utility, Inc.

TRA Tariff No. 1
Section 2
Second Revised Page 7

Wastewater Utility Service

RULES AND REGULATIONS (CONTINUED)

C

Public Contact:

Jeffrey W. Cox, Sr.
P.O. Box 642
White Pine, Tennessee 37890
Phone: 865-674-0828

Tennessee Regulatory Authority Regulations:

The Company, in its operation, shall conform to all applicable rules and regulations promulgated by the TRA. The TRA may be contacted by telephone at: 1-800-342-8359.

) Issued: September 15, 2017

Effective: October 15, 2017

Wastewater Utility Service

RESIDENTIAL SEWER SERVICE TERRITORIES

<u>Service Territory</u>	<u>County</u>	<u>TRA Docket No.</u>	<u>Rate Class</u>
Emory Pointe	Roane	04-00101	Rate Class 1
Wild Pear Shores	Jefferson	04-00153	Rate Class 1
Compass Pointe	Blount	04-00266	Rate Class 1
Wild Briar Ridge★	Sevier	05-00056	Rate Class 1
Sterling Springs★	Sevier	05-00055	Rate Class 1
Mountain Shangrila★	Sevier	06-00156	Rate Class 1
Flat Hollow★	Campbell	07-00009	Rate Class 1
Ashley Meadows	Blount	07-00008	Rate Class 1
			T
Riverstone Estates★	Decatur	09-00099	Rate Class 1
			T
★Combined residential and commercial territories.			
			T

**Integrated Resource Management, Inc.
d/b/a IRM Utility, Inc.**

**TRA Tariff No. 1
Section 4
Second Revised Page 1**

Wastewater Utility Service

RESIDENTIAL RATES SHEET EXPLANATION

Rate per month..... \$58.11 T/I |

Effective October 22, 2007, \$10.13 of the residential rate will be placed in the
Company's escrow account.

T
T
T |

Issued: February 8, 2016

Effective: February 8, 2016

Integrated Resource Management, Inc.
d/b/a IRM Utility, Inc.

TRA Tariff No. 1
Section 4
First Revised Page 2

Wastewater Utility Service

RESIDENTIAL RATES SHEET EXPLANATION

Rate per month:\$58.11

Fees: Non-payment – 5% of total bill

Disconnection - \$10.00

Reconnection - \$15.00

Returned Check (NSF) - \$20.00

Access Fees - \$160.00 per year billed in two equal installments (See Rules and Regulations for explanation).

Financial Security Surcharge - \$2.87/ month or \$34.44 total for 2014/2015 until true up.

C

Wastewater Utility Service

COMMERCIAL SEWER SERVICE TERRITORIES

<u>Service Territory</u>	<u>County</u>	<u>TRA Docket No.</u>	
Cove Mountain Realty	Sevier	03-00467	
Valley Mart Exxon	Sevier	03-00467	
Lot 23—The River Club	Knox	04-00152	
Wild Briar Ridge★	Sevier	05-00056	
Sterling Springs★	Sevier	05-00055	
Lost Creek Campground	Union	07-00010	
Mountain Shangrila★	Sevier	06-00156	
Flat Hollow★	Campbell	07-00009	
			T
Riverstone Estates★	Decatur	09-00099	
Cove Creek	Sevier	10-00122	T
★These Service Territories contain a mix of both commercial and residential properties.			T

**Integrated Resource Management, Inc.
d/b/a IRM Utility, Inc.**

**TRA Tariff No. 1
Section 5
First Revised Page 2**

Wastewater Utility Service

T

Issued: February 8, 2016

Effective: February 8, 2016

Wastewater Utility Service

COMMERCIAL RATE (WITH OUT FOOD SERVICE)

This rate is designed for systems that treat wastewater with typical domestic waste quality characteristics. Any facility that is operated as a business or rental property will be considered commercial. Examples are applications such as an office building, insurance office, transient rental properties, motels without food services, or auto sales office.

T

Overnight/Transient Rental Properties:

The sewer bill will be charged on a monthly basis. The customer will be billed on the Bedroom Counts listed below in the Overnight Rental column and not by water use. These units have bedroom counts but typically sleep and/or are occupied by more persons than a typical residential bedroom count. Effluent production from these units has a higher degree of foreign material, grease, and items not permitted in the Biological Systems Manual. There is considerably higher maintenance on the Septic Tank Effluent Pumping System with filter cleaning, pumping, pump replacement, emergency calls, etc.

T

The customer will provide a system that will treat the expected design flow and typical domestic waste quality characteristics. These systems special conditions such as high treatment requirement or high peak flows may make other systems than addressed in this initial petition necessary. IRM Utility, Inc. will need to petition for rates on a case by case basis for such systems.

Billing rates are based on design flow as required. The monthly charges in the table below will apply based on the expected design flow.

T

Overnight Rental	Expected Design Flow	Service Charge	Escrow Charge	Total Charge
3 bedrooms or less	300 gallons or less	\$93.00	\$21.64	\$114.64
4 bedrooms	301 to 400 gallons	\$119.00	\$25.97	\$144.97
5 bedrooms	401 to 500 gallons	\$144.00	\$30.29	\$174.29
6 bedrooms	501 to 600 gallons	\$169.00	\$34.62	\$203.62
7 bedrooms	601 to 700 gallons	\$199.00	\$38.95	\$237.95
8 bedrooms	701 to 800 gallons	\$229.00	\$43.28	\$272.28
9 bedrooms	801 to 900 gallons	\$259.00	\$47.60	\$306.60
10 bedrooms	901 to 1,000 gallons	\$289.00	\$51.93	\$340.93
11 bedrooms	1,001 to 1,100 gallons	\$320.50	\$55.97	\$376.47
12 bedrooms	1,101 to 1,200 gallons	\$352.00	\$60.00	\$412.00
13 bedrooms	1,201 to 1,300 gallons	\$383.50	\$64.05	\$447.55
14 bedrooms	1,301 to 1,400 gallons	\$415.00	\$68.09	\$483.09
15 bedrooms	1,401 to 1,500 gallons	\$446.25	\$72.13	\$518.38
16 bedrooms	1,501 to 1,600 gallons	\$477.50	\$76.14	\$553.64

C/I

Wastewater Utility Service

COMMERCIAL RATE (WITH OUT FOOD SERVICE)—Continued

17 bedrooms	1,601 to 1,700 gallons	\$508.75	\$80.20	\$588.95	M
18 bedrooms	1,701 to 1,800 gallons	\$540.00	\$84.24	\$624.24	
19 bedrooms	1,801 to 1,900 gallons	\$571.25	\$88.28	\$659.53	
20 bedrooms	1,901 to 2,000 gallons	\$602.50	\$92.32	\$694.82	

For design daily flows over 2,000 gallons, the monthly charge on all system configurations will be the 1,901 to 2,000 gallon rates plus an additional monthly charge of \$255.00 per 1,000 gallons or prorated portion thereof. C/I

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

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

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

Fees: Nonpayment -- 5% Disconnection - \$10.00 Reconnection - \$15.00 Returned Check - \$20.00 -- Financial Security Surcharge \$2.87 per Month. M

Wastewater Utility Service

COMMERCIAL RATE (CAMPGROUNDS)

This rate is designed for systems serving commercial campgrounds with expected daily design flows of 5,000 gallons per day.

Rate per month.....\$824.64 | C/I

Effective October 22, 2007, \$199.64 of the commercial campground rate will be placed in the Company's escrow account.

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

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

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

Fees: Nonpayment – 5% Disconnection - \$10.00 Reconnection - \$15.00 Returned Check - \$20.00 – Financial Security Surcharge \$2.87 per Month. | C

Wastewater Utility Service

COMMERCIAL RATE (WITH FOOD SERVICE)

This rate is designed for systems that treat wastewater with high strength waste or require special maintenance schedules. Examples are applications such as restaurants, snack bars, cafeterias, food processing or catering, other commercial application that does not produce typical domestic waste quality characteristics.

T

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

T

Billing rates are based on design flow as required. The monthly charges in the table below shall apply based on the expected design flow.

T

Expected Design Flow	Service Charge	Escrow Charge	Total Charge
300 gallons or less	\$ 112.92	\$ 28.85	\$ 141.77
301 to 400 gallons	\$ 144.49	\$ 34.04	\$ 178.53
401 to 500 gallons	\$ 174.84	\$ 39.24	\$ 214.08
501 to 600 gallons	\$ 205.20	\$ 44.43	\$ 249.63
601 to 700 gallons	\$ 241.63	\$ 49.62	\$ 291.25
701 to 800 gallons	\$ 278.05	\$ 54.82	\$ 332.87
801 to 900 gallons	\$ 314.48	\$ 60.01	\$ 374.49
901 to 1000 gallons	\$ 350.90	\$ 65.20	\$ 416.10
1001 to 1100 gallons	\$ 389.15	\$ 70.11	\$ 459.26
1101 to 1200 gallons	\$ 427.40	\$ 75.01	\$ 502.41
1201 to 1300 gallons	\$ 465.65	\$ 79.91	\$ 545.56
1301 to 1400 gallons	\$ 503.89	\$ 84.82	\$ 588.71
1401 to 1500 gallons	\$ 541.84	\$ 89.72	\$ 631.56
1501 to 1600 gallons	\$ 579.78	\$ 94.63	\$ 674.41
1601 to 1700 gallons	\$ 617.72	\$ 99.53	\$ 717.26
1701 to 1800 gallons	\$ 655.67	\$ 104.44	\$ 760.11
1801 to 1900 gallons	\$ 693.61	\$ 109.34	\$ 802.95
1901 to 2000 gallons	\$ 731.56	\$ 114.25	\$ 845.80

T/I

Wastewater Utility Service

COMMERCIAL RATE (WITH FOOD SERVICE)—Continued

For design daily flows over 2,000 gallons, the monthly charge on all system configurations will be the 1,901 to 2,000 gallon rates plus and additional \$310.00 per 1,000 gallons or prorated portion thereof.

T/I

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

M

Excess Water Usage Surcharge

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

M

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

M

Fees: Nonpayment – 5% Disconnection - \$10.00 Reconnection - \$15.00 Returned Check - \$20.00 – Financial Security Surcharge \$2.87 per Month.

M

Wastewater Utility Service

COMMERCIAL RATE (COMBINED SERVICES or HIGH STRENGTH WASTE)

This rate is designed for systems that treat wastewater with high strength waste or require special maintenance schedules.

Combined Services: This rate service is for facilities that may have more than one wastewater flow that is made up of different types of effluent discharge quality. Each independent use that contributes to the wastewater production will be characterized. Rates will be evaluated based on equipment needed for treatment and the level of management required for treatment. Examples are a facility with offices, food service, locker/shower rooms, swimming pools, buildings with laundry facilities, distilleries, breweries, medical or dental offices, car washes, recreational vehicle campgrounds, truck and/or auto plazas or any other commercial application that does not produce typical domestic waste quality characteristics.

High Strength Waste: This rate service is for facilities that produce wastes that require treatment of unique effluents. High Strength Waste can be described as effluents that have high Chemical Oxygen Demand (COD), High Biochemical Oxygen Demand (BOD), High Nitrogen components such as Ammonia, Nitrates, high Total Suspended Solids (TSS), heavy metals, or other factors that affect treatment plant configurations. Rates will be evaluated based on equipment needed for treatment and the level of management required for treatment. Examples are distilleries, breweries, medical or dental offices, car washes, truck and/or auto plazas, industrial or industrial pretreatment applications, or any other commercial application that does not produce typical domestic waste quality characteristics.

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

The monthly charges in the following rate schedule shall apply:

<u>Combined Services or High Strength Customer</u>	<u>Service Charge</u>	<u>Escrow Charge</u>	<u>Total Charge</u>
Sterling Springs HOA (700 GPD)	\$151.51	\$50.49	\$205.00
Jakes Creek Distillery (1,000 GPD)	\$190.80	\$65.20	\$256.00
Valley Mart Exxon (2,000 GPD)	\$311.75	\$114.25	\$426.00

Wastewater Utility Service

COMMERCIAL RATE (COMBINED SERVICES or HIGH STRENGTH WASTE)-- T
Continued

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

C

Excess Water Usage Surcharge

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

C

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

C

Fees: Nonpayment – 5% Disconnection - \$10.00 Reconnection - \$15.00 Returned Check - \$20.00 – Financial Security Surcharge \$2.87 per Month.

C

**Integrated Resource Management, Inc.
d/b/a IRM Utility, Inc.**

**TRA Tariff No. 1
Section 6
First Revised Page 3**

Wastewater Utility Service

T

Issued: February 8, 2016

Effective: February 8, 2016

Attachment No. 1

SEWER SUBSCRIPTION AGREEMENT

Printed Name

Address of Property

Mailing Address

Telephone Number

I hereby make application to IRM Utility, Inc. (IRM) for sewer service at the address of property stated above. In consideration of the undertaking on the part of IRM to furnish sewer service, I understand, covenant and agree as follows:

1. I understand that facilities/components of a sewer system have been installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by IRM. I warrant that any connection to and/or subsequent use to this system by the facilities/components on my property shall be in accordance with the Rules and Regulations and Plans of IRM including all required standardized equipment requirement. Regarding my usage of the system facilities/components on my property, which are owned or occupied by me, I covenant to follow the guidelines set forth in the Biological System Users Manual (List of Required Practices). Should I violate these Rules and/or abuse or damage my facilities/components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of IRM.
2. I acknowledge IRM, its successors and assigns have a perpetual easement in, over, under and upon the above specified land as shown on the property plat, with the right to operate and repair all facilities/components of the sewer system on my property, including but not limited to the septic tank, the STEG (Septic Tank Effluent Gravity) or STEP (Septic Tank Effluent Pumping) system. I further grant IRM permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.
3. For all other plumbing and structures on the property, including the out fall line to the septic tank, I agree that I am responsible for all operation and repair thereof.
4. I hereby authorize IRM to purchase and install a cutoff valve on my side of my water meter and grant IRM exclusive right to use such valve in accordance with its Rules and Regulations. However, the use of this valve does not in any way relieve me of my obligation to pay for water service to the service provider.
5. I understand and agree to pay a security deposit of \$60.00, to promptly pay for service at the then current schedule of rates and fees and agree to abide by and be subject to IRM's billing and cutoff procedures. Should I not pay in accordance with IRM's Rules, I agree to pay all costs of collection, including attorney fees.
6. I accept the current Rules and Regulations and the Rates and Fees Schedule and agree to abide by any amendments to such Schedules.
7. For existing STEP/STEG Systems applying for connection, the system will need to be upgraded to Tennessee Department of Environment & Conservation standards for such systems at the customer's expense.
8. I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above-described property. When such circumstances no longer exist, I agree to provide notice to IRM at least thirty (30) days in advance of my vacating the property.

☐ Residential ☐ Rental(Commercial)

Number of Bedrooms (1, 2, 3, or 4)

Gallons Per Day

OFFICE USE ONLY

Subscribers Signature

Date

Attachment No. 2



**TRA Tariff No. 1
Attachment No. 2**

P.O. Box 642
3444 Saint Andrews Drive
White Pine, Tennessee 37890
Phone (Vol) 674-0828
Facsimile (Vol) 674-2352
Toll Free (877) 746-2910

List of Required Practices

BIOLOGICAL SYSTEM USERS MANUAL

The ability of your natural and biological systems performance is affected by the materials introduced into the system. The following is a summary of some of the items that are bad management and good management practices. A knowledgeable user can prevent premature failures and eliminate costly repairs.

Items that cause problems and failure of this system are:

- Garbage disposal use
- Excessive sludge or scum accumulation in septic tank
- Improper fabric softeners and whiteners
- Grease and oils from cooking and washing
- Hair
- Disposable and non-disposable diapers, rags, cigarette butts, coffee grounds, feminine hygiene products, plastic and rubber products, condoms, and chemical cleaners
- Any non-biologically degradable substances
- Water usage over design limits

A properly maintained septic tank provides a high degree of treatment and yields an effluent that is relatively free of grease and solids that can clog the effluent. The best practice is not to discharge anything into a septic system that is poisonous or that may inhibit the abilities of the biologically functioning septic tank. A good rule of thumb should be to not discharge anything into the system that can not be ingested. This would not include toilet paper and mild detergents.

The following management practices and recommendations should be followed:

GOOD MANAGEMENT PRACTICES

- Communicate with the operator or the operator's assistant (Operator) if anything about your system is out of the ordinary. Upon the first indication of a visual or audible alarm, call the Operator.
- Contact IRM Utilities, Inc. prior to the installation of any new landscaping or the construction of permanent structures. It will be critical to coordinate any work to ensure that the integrity of the biological system and lines are protected.
- Maintain toilet bowl hardware so as to prevent leaky conditions and excess water use and waste.
- Collect grease in a container rather than pouring down the drain.

POOR MANAGEMENT PRACTICES

- Don't connect rain gutters or storm drains or allow other surface water to get into your septic system.
- Don't use excessive quantities of water. Use water saving devices such as low flow shower heads and low volume flush toilets.
- Don't allow toilets to become a problem. Repair leaky toilets, faucets, or plumbing fixtures (leaky toilets can result in flows of 1,000 gallons or more per day),
- Don't dump recreational vehicle (RV) waste into your septic tank.
- Don't flush undesirable substances into the sewer. **Flushing flammable and toxic products is a dangerous practice.** Other materials such as paper towels, rags, newspapers, cigarettes, coffee grounds, egg shells, sanitary napkins, condoms, large amounts of hair, and cooking grease are a maintenance nuisance and will result in frequent pumping of septage from the tank.
- Don't use garbage disposal systems to dispose of non-biodegradable materials because they increase the amount of solids entering the septic tank and will increase the frequency required for septage pumping. **Do not pour grease down the drain.**
- **Don't drain water softener backwash into the tank.** The backwash brine contains high levels of chlorides that can destroy the balance of the biological system, affect soil performance, and break down components of the system. The brine solution also interferes with the solid's sedimentation that occurs in the tank.
- Don't use special additives in your tank. **Additives do not improve the performance of the septic tanks and can cause major damage to other areas in the collection and treatment system.**
- Don't flush cat litter box medium down the toilets.

IRM C&C

