## REGULAR MEETING – KINGSTON WATER BOARD TUESDAY JULY 12, 2022 KINGSTON CITY HALL

The Regular Meeting of the Kingston Water Board was held on Tuesday, July 12, 2022. Chairman Tim Neal called the meeting to order with the following members present upon roll call: Member Tony Brown, Member Randy Childs, Vice-Chair Becky Humphreys, Member Tara Stockton and Chairman Tim Neal. Member Jeff Griffis and Member Stephanie Wright were absent.

## PREVIOUS MINUTES

A motion made by Member Stockton, second by Member Childs to waive the reading and approve the minutes as written the minutes of the regular meeting on June 14, 2022.

The motion passed with a unanimous roll call vote. 5 Ayes

Citizen Comments – None Board Comments – None

# CITY MANAGER'S REPORT

Commended the work of Utility Director Kevin Hamilton and Finance Director Michelle Kelley on their work on the budget.

#### New Business:

 Consideration to approve an agreement between the City of Kingston and Watts Bar Utility District for the treatment of wastewater.

A motion was made by Member Stockton, second by Member Brown to approve an agreement between the City of Kingston and Watts Bar Utility District for the treatment of wastewater.

The motion passed with a unanimous roll call vote. 5 Ayes

Chairman Neal adjourned the meeting. 6:31 pm

APPROVED \_

Timothy Neal, Chairman

ATTEST.

City Cler

### AGREEMENT FOR THE TREATMENT OF WASTEWATER

THIS AGREEMENT made and entered into by and between the Board of Waterworks and Sewerage for the City of Kingston, Tennessee (hereinafter referred to as the "Board") and Watts Bar Utility District, a utility district with its office and principal place of business in Roane County, Tennessee, (hereinafter referred to as the "District").

### WITNESSETH:

WHEREAS, the Board, pursuant to the authority of T. C. A. 7-35-401 et seq., operates a sanitary sewer system including service lines and a sewer plant for the treatment of sewage; and,

WHEREAS, the District proposes to construct and maintain within its designated territory a network of sewer lines for the collection of sewage from customers within its territorial boundaries; and,

WHEREAS, the District has determined that it would be advantageous to contract with the Board for the reception and treatment of the sewage collected by the District.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements to be kept and performed by the parties hereto, they do agree as follows:

- 1. The District will construct such lines as it considers necessary for the collection of sewage within its territorial boundaries. All such lines shall conform to the requirements and specifications of the Board before such lines are connected to the system of the Board.
- 2. For a period of ten (10) years from and after the execution of this Agreement, the Board will permit, upon inspection and approval of the sewer lines of the District by representatives of the Board, connection of those approved lines to the sewer system of the Board at such times and at such places as the Board shall direct.
- 3. The District shall be responsible for obtaining all rights-of-way and State permits necessary for construction and installation of the District's wastewater lines and pumps and shall be responsible for all costs in making a connection to the sewer system of the Board. The District shall be responsible for the installation of a meter vault at the point of connection. The District shall be responsible for the operation and maintenance of its lines and any and all force mains and pumps up to the meter. The Board shall be responsible for the maintenance of the meter and any force mains on the system and lines owned and operated by the Board beyond the meter installed by the District.
- 4. The Board shall not be required to receive more than a maximum of 250,000 gallons of filtered wastewater per day from the system of the District.
- 5. The District lines will consist of STEP systems and such other sewer systems as are approved by the Board in advance and which in turn will discharge filtered wastewater into the Board's wastewater system.

- 6. The sewage lines connected to the lines of the Board shall convey industrial or commercial sewage, including grease or other sludge, only upon the prior written approval of the Board.
- 7. The District shall pay the Board for sewer service provided under this Agreement at the same rate as that charged to other customers served by the Board for each one (1) thousand gallons, or portion thereof, of filtered wastewater delivered as measured by the meter. If, at any time, the Board authorizes either an increase or a decrease of the rate charged to all residential customers of the Board, the rate to be paid by the District under this Agreement shall be automatically increased or decreased to equally reflect any such change in rates to other customers.
- 8. The District will operate its sewer collection system in accordance with all state regulations and the sewer policies of the Board, a copy of which is attached as Exhibit A, which may be amended at the discretion of the Board.

IN WITNESS WHEREOF, this agreement has been executed by the duly authorized officers of both the Board of Waterworks and Sewerage of the City of Kingston and the Watts Bar Utility District in multiple originals on or as of the day of July, 2022.

Board of Waterworks and Sewerage for the

City of Kingston, Tennessee

Chairman

WATTS BAR UTILITY DISTRICT

Chairman

LangBerry

Secretary