

**REGULAR MEETING – KINGSTON WATER BOARD
TUESDAY, JULY 11, 2023
KINGSTON CITY HALL**

The Regular Meeting of the Kingston Water Board was held on Tuesday, July 11, 2023. Chairman Tim Neal called the meeting to order with the following members present upon roll call: Member Philip Bredwell, Vice-Chair Tony Brown, Member Randy Childs, Member Tommy Guinn, Member Lucy Johnson, Member Stephanie Wright, and Chairman Tim Neal.

PREVIOUS MINUTES

A motion made by Member Wright, second by Member Bredwell to waive the reading and approve the minutes as written the minutes of the regular meeting on June 13, 2023.

The motion passed with a unanimous roll call vote. 7 Ayes

Citizen Comments – None

CITY MANAGER’S REPORT

- The lawsuit against O’Rourke has been filed and first date has been scheduled for August 1, 2023
- Relinquished the floor to Utility Director Kevin Hamilton who advised that he has been speaking with developers regarding potential new developments; announced that the Warren Road/Oberry Road extension project is set to begin next week; Invited everyone to Customer Appreciation Day this Friday at City Hall.

New Business:

1. Consideration to amend the water purchase contract with Watts Bar Utility District.

A motion was made by Member Wright, second by Member Childs to approve the amended water purchase contract with Watts Bar Utility District.

City Manager Bolling explained that the amendment is to remove the point of connection listed in the current contract.

The motion passed with a unanimous roll call vote. 7 Ayes

2. Consideration to authorize the City Manager to write off the following utility accounts:

- 018-05650-02 - \$178.45 (no longer legally collectable)
- 012-04474-03 - \$48.13 (no longer legally collectable)
- 009-04470-02 - \$190.50 (no longer legally collectable)
- 012-04466-03 - \$31.05 (no longer legally collectable)
- 015-02900-03 - \$120.79 (no longer legally collectable)
- 018-05650-05 - \$160.82 (no longer legally collectable)
- 015-02900-02 - \$156.72 (no longer legally collectable)

- 016-09160-05 - \$146.79 (no longer legally collectable)
- 009-04750-02 - \$112.32 (deceased, no estate)
- 015-02800-02 - \$211.40 (deceased, no estate)

A motion was made by Member Guinn, second by Member Bredwell to authorize the City Manager to write off above listed accounts.

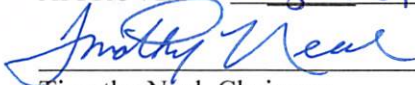
The motion passed with a unanimous roll call vote. 7 Ayes

Member Brown mentioned the new laws in effect concerning meeting and the mandatory public comment portion of each meeting and written agendas. He also mentioned that it is July-and December is right around the corner.

Chairman Neal adjourned the meeting. 6:36 pm

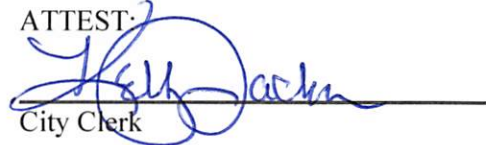
APPROVED

August 8, 2023



Timothy Neal, Chairman

ATTEST:



City Clerk

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 11 day of July, 2023, between the Water Board of the City of Kingston, hereinafter referred to as the "Seller" and the Watts Bar Utility District, hereinafter referred to as the "Purchaser".

WITNESSETH:

WHEREAS, the Purchaser is organized and established for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply a treated water, and

WHEREAS, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

WHEREAS, the Seller has authorized the sale of water to the Purchaser, and the execution of this contract, and

WHEREAS, the Purchaser has authorized the purchase of water from the Seller, and the execution of this contract.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. Quality and Quantity. To furnish the Purchaser during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of Tennessee in such quantity as may be required by the Purchaser in an amount of at least Four Million gallons per month.
2. Pressure. The water will be furnished at reasonably constant pressure averaging up to 150 psi. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. **Metering Equipment.** Operate and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of stand type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for three months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read monthly. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.
4. **Billing Procedure.** To furnish the Purchaser at their official business address with an itemized statement of the amount of water furnished to the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. **Rates and Payment Date.** Through June 30, 2023, rates and payments shall continue as provided in the existing contract between the parties as heretofore modified and amended.
2. **Beginning July 1, 2023, for a period of seven (7) years thereafter, to pay the Seller, not later than the 15th day of each month, for at least 4 million gallons per month, water delivered in accordance with the following schedule of rates:**
 - a. **\$2.13 per 1000 gallons.**
 - b. **From and after June 30, 2024, the rate shall be increased at such time and in such manner and by the same percentage as any rate increase imposed on the other retail customers of the Seller.**

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. **Term of Contract.** This contract shall extend for a term of 7 years beginning July 1, 2023, and thereafter, may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.
2. **Failure to Deliver.** That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of

an extended shortage of water, or the supply of water available to Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this contract to be duly executed in two counterparts, each of which shall constitute an original.

Seller:

Anthony Neal

By _____

Title Mayor

Attest: [Signature]
City Clerk

Purchaser:

[Signature]

By Brandon Houston

Title President

Attest: Cary Best

Account, Name & Address

Account: 018-05650-02

Status: Terminated

Display Name: Hicks, Carol

Service Address: 76 Lawson Center Rd
Kingston, TN 37763Mailing Address: 527 Se 2nd Rd
Lamar, MO 64759

Customer: 3562 - Hicks, Carol

Account Balance**Total Due:** \$178.45

In Process: \$0.00

Last A/R Payment: 1/26/2010 \$103.00

☐ Voided**Dates**

Installed: 5/8/2009

Turned On: 5/8/2009

Last Billed: 2/24/2010

Turned Off: 2/19/2010

Written Off:

Current Bill

Bill Date: 2/24/2010

Due Date: 3/15/2010

Delinquent Date:

Written Off Reversed:

Account Name & Address

Account: 012-04474-03

Status: Terminated

Display Name: Baker, Kathrine

Service Address: 183 Lake Pointe Dr
Kingston, TN 37763

Mailing Address: P O Box 791
Kingston, TN 37763

Customer: 10468 - Baker, Kathrine

Account Balance

Total Due: \$48.13

In Process: \$0.00

Last A/R Payment: 8/13/2012 \$71.01

☐ Voided

Dates

Installed: 12/31/2008

Turned On: 12/31/2008

Last Billed: 8/28/2012

Turned Off: 8/1/2012

Written Off:

Current Bill

Bill Date: 8/28/2012

Due Date: 9/15/2012

Delinquent Date:

Written Off Reversed:

Account, Name & Address

Account: 009-04470-02

Status: Terminated

Display Name: Bain, Shasta

Service Address: 2827 Lawnville Rd
Kingston, TN 37763

Mailing Address: 2827 Lawnville Rd
Kingston, TN 37763

Customer: 9979 - Bain, Shasta

Account Balance

Total Due: \$190.50

In Process: \$0.00

Last A/R Payment: 9/26/2011 \$106.72

☐ Voided

Dates

Installed: 5/6/2011

Turned On: 5/6/2011

Last Billed: 1/27/2012

Turned Off: 1/9/2012

Written Off:

Current Bill

Bill Date: 1/27/2012

Due Date: 2/15/2012

Delinquent Date:

Written Off Reversed:

Account, Name & Address

Account: 012-04466-03

Status: Terminated

Display Name: Murphy, Chene

Service Address: 2812 Lake Pointe Dr
Kingston, TN 37763Mailing Address: PO Box 1504
Kingston, TN 37763

Customer: 1049 - Murphy, Chene

☐ Customer uses consolidated billing**Account Balance****Total Due:** \$31.05

In Process: \$0.00

Last A/R Payment: 12/22/2009 \$144.17

☐ Voided**Dates**

Installed: 9/11/2009

Turned On: 9/11/2009

Last Billed: 1/28/2010

Turned Off: 12/29/2009

Written Off:

Current Bill

Bill Date: 1/28/2010

Due Date: 2/15/2010

Delinquent Date:

Written Off Reversed:

Account, Name & Address

Account: 015-02900-03

Status: Terminated

Display Name: McAmis, Thomas

Service Address: 204 Kingston Hwy
Kingston, TN 37763Mailing Address: 204 Kingston Hwy
Kingston, TN 37763

Customer: 12-15 - McAmis, Thomas

☐ Customer uses consolidated billing**Account Balance****Total Due:** \$120.79

In Process: \$0.00

Last A/R Payment: 6/5/2007 \$116.49

☐ Voided**Dates**

Installed: 3/10/2006

Turned On: 3/10/2006

Last Billed: 8/30/2007

Turned Off: 7/31/2007

Written Off:

Current Bill

Bill Date: 8/30/2007

Due Date: 9/15/2007

Delinquent Date:

Written Off Reversed:

Account, Name & Address

Account: 018-05650-05

Status: Terminated

Display Name: McCalden, Digna

Service Address: 76 Lawson Center Rd
Kingston, TN 37763

Mailing Address: 76 Lawson Center Rd
Kingston, TN 37763-7034

Customer: 15625 McCalden, Digna

☐ Customer uses consolidated billing

Account Balance

Total Due: \$160.82

In Process: \$0.00

Last A/R Payment: 4/1/2013 \$40.00

☐ Voided

Dates

Installed: 10/7/2010

Turned On: 10/7/2010

Last Billed: 3/29/2012

Turned Off: 3/1/2012

Written Off:

Current Bill

Bill Date: 3/29/2012

Due Date: 4/15/2012

Delinquent Date:

Written Off Reversed:

Account, Name & Address

Account: 015-02900-02

Status: Terminated

Display Name: Sukhjinder Singh

Service Address: 2804 Kingston Hwy
Kingston, TN 37763

Mailing Address: 2804 Kingston Hwy
Kingston, TN 37763

Customer: 11244 - Sukhjinder Singh

☐ Customer uses consolidated billing

Account Balance

Total Due: \$156.72

In Process: \$0.00

Last A/R Payment: 3/8/2006 \$61.91

☐ Voided

Dates

Installed: 4/18/2005

Turned On: 4/18/2005

Last Billed: 3/30/2006

Turned Off: 3/10/2006

Written Off:

Current Bill

Bill Date: 3/30/2006

Due Date: 4/15/2006

Delinquent Date:

Written Off Reversed:

Account Name & Address

Account: 016-09160-05

Status: Terminated

Display Name: Taylor, Charles

Service Address: 195 Old Union Rd
Kingston, TN 37763

Mailing Address: 105 Colonial Ave
Knoxville, TN 37917-3125

Customer: 2749 - Taylor, Charles

☐ Customer uses consolidated billing

Account Balance

Total Due: \$146.79

In Process: \$0.00

Last A/R Payment: 9/11/2006 \$100.00

☐ Voided

Dates

Installed: 12/13/2005

Turned On: 12/13/2005

Last Billed: 11/29/2006

Turned Off: 10/31/2006

Written Off:

Current Bill

Bill Date: 11/29/2006

Due Date: 12/15/2006

Delinquent Date:

Written Off Reversed:

Account, Name & Address

Account: 009-04750-02

Status: Terminated

Display Name: Ballard, Leonard

Service Address: 746 Lawnville Rd.
Kingston, TN 37763

Mailing Address: 743 Lawnville Rd.
Kingston, TN 37763-4304

Customer: 8000 - Ballard, Leonard

☐ Customer uses consolidated billing

Account Balance

Total Due: \$112.32

In Process: \$0.00

Last A/R Payment: 4/19/2021 \$100.00

☐ Voided

Dates

Installed: 10/22/2007

Turned On: 10/22/2007

Last Billed: 1/25/2022

Turned Off: 1/24/2022

Written Off:

Current Bill

Bill Date: 1/25/2022

Due Date: 2/15/2022

Delinquent Date: 2/16/2022

Written Off Reversed:

Account Name & Address

Account: 015-02800-02

Status: Terminated

Display Name: Jackson, Betty

Service Address: 122 Gallaher Rd
Kingston, TN 37763

Mailing Address: 122 Gallaher Rd
Kingston, TN 37763-4720

Customer: 1240 - Jackson, Betty

☐ Customer uses consolidated billing

Account Balance

Total Due: \$211.40

In Process: \$0.00

Last A/R Payment: 11/15/2022 \$61.60

☐ Voided

Dates

Installed: 4/23/1999

Turned On: 4/23/1999

Last Billed: 2/23/2023

Turned Off: 2/21/2023

Written Off:

Current Bill

Bill Date: 2/23/2023

Due Date: 3/15/2023

Delinquent Date: 3/16/2023

Written Off Reversed: