



# City Commission

Kingston Springs, Tennessee

February 16, 2023

Meeting Packet





**Kingston Springs Board of Commissioners  
Regular Business Meeting Agenda  
February 16, 2023**

**1. Call to Order:**

The meeting was called to order by \_\_\_\_\_ at \_\_\_\_\_ p.m.

**2. Pledge of Allegiance:**

**3. Roll Call:**

**Board Members in Attendance:**

Carolyn Clark, Commissioner \_\_\_\_\_  
Tony Gross, Mayor \_\_\_\_\_  
Mike Hargis, Commissioner \_\_\_\_\_  
Glenn Remick, Vice-Mayor \_\_\_\_\_  
Todd Verhoven, Commissioner \_\_\_\_\_

**Staff in Attendance:**

John Lawless, City Manager \_\_\_\_\_  
Jamie Dupré, City Recorder \_\_\_\_\_  
Martha Brooke Perry, City Attorney \_\_\_\_\_  
Kellie Reed, Finance Director \_\_\_\_\_  
Eugene Ivey, Police and Fire Chief \_\_\_\_\_  
Brandy Miniat, Parks Director \_\_\_\_\_  
Roger Parker, Public Works Director \_\_\_\_\_

**4. Declaration of Quorum by Mayor**

**5. Motion to Approve the January 19, 2023, City Commission Meeting Minutes:**

**6. Motion to Approve the February 16, 2023, City Commission Meeting Agenda:**

**7. Announcements from Commissioners:**



8. Community Input and Concerns:

9. Department Reports:

A. Discussion on wastewater line maintenance.

10. Legal Updates:

11. Unfinished Business:

A. Discussion on status updates of the following items. Sponsored by Commissioner Clark:

- Wastewater - Status of SCDA system, Mapping by Austin Peay students - Comprehensive Planning.
- Placement of 20 mph speed limit signs on residential streets (Ordinance passed Feb. 2022).
- Purchase and placement of Feedback signs on EKSR and Mt. Pleasant. (C. Clark survey results).
- Blind Driveway sign for Patterson Rd. - status?
- Status of Litter sign placement (Use of loss prevention fasteners).
- Website: Mission/Vision Statement; prominent page placement to make people aware that CCE is paper of record, FB, Social media (June 2022 BOC meeting), up to date Agenda and packet items for public access.
- On-line availability of Resolutions for public access.
- Fire Hydrant inspections and flushing status.
- TDOT response re: possible midblock crosswalk on Luyben Hills Road.
- Status of TVP issues in Burns Parking Lot.
- Status of park pond.

12. New Business:

A. Bid Selection and Approval – Construction of Acorn Court Pump Station

B. Motion to Approve Resolution 23-003 - Adopting MTAS Record Retention Schedule for the Town of Kingston Springs.



- C. Finalizing questions for the Capital Improvement Plan online survey.
- D. Discussion and action related to wastewater line bore – East Kingston Springs Road – McPherson project.
- E. First reading on motion to approve recommendation of the Kingston Springs Regional Planning Commission to amend Zoning Ordinance, ARTICLE 5.300 - MIXED USE DISTRICT ALLOWED USES AND FORM BASED STANDARDS, Sections 5.300.3 - Mixed Use District definitions, and 5.300.5 - Development standards, Subpart 2 (b).
- F. Public Access Defibrillator. Sponsored by Commissioner Clark.
- Training Update.
  - Is Implementation of a Public Access Defibrillation (PAD) program required per TCA?
  - Should a Town ordinance/policy/resolution be established regarding a Public Access Defibrillator.
- G. Setting dates for upcoming Board of Commissioners Workshop Sessions.
13. Surplus:
- None
14. Other (For Discussion Only):
15. Reminders:
- City Hall will be closed Monday, February 20<sup>th</sup> in honor of Presidents Day.
16. Adjourn the Meeting:  
Motion to adjourn the meeting.

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Francis A. Gross, III  
Mayor

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Jamie Dupré  
City Recorder







**Kingston Springs Board of Commissioners  
Regular Business Meeting Minutes  
January 19, 2023**

**1. Call to Order:**

The meeting was called to order by Mayor Gross at 7:00 p.m.

**2. Pledge of Allegiance:**

**3. Roll Call:**

**Board Members in Attendance:**

Carolyn Clark, Commissioner	Present
Tony Gross, Mayor	Present
Mike Hargis, Commissioner	Present
Glenn Remick, Vice-Mayor	Present
Todd Verhoven, Commissioner	Present

**Staff in Attendance:**

John Lawless, City Manager	Present
Jamie Dupré, City Recorder	Present
Martha Brooke Perry, City Attorney	Present
Kellie Reed, Finance Director	Present
Eugene Ivey, Police and Fire Chief	Absent
Brandy Miniatt, Parks Director	Absent
Roger Parker, Public Works Director	Present
Brandon Scruggs, Public Safety Officer	Present

**4. Declaration of Quorum by Mayor**

Mayor Gross declared a quorum.

**5. Motion to Approve the December 15, 2022, City Commission Meeting Minutes:**

Motion to Approve the December 15, 2022 City Commission Meeting Minutes made by Commissioner Verhoven, with a second by Commissioner Hargis. Motion approved.

**6. Motion to Approve the January 19, 2023, City Commission Meeting Agenda:**

Motion to approve the January 19, 2023 City Commission Meeting Agenda made by Commissioner Verhoven, with a second by Vice-Mayor Remick. Motion approved.

7. **Announcements from Commissioners:**

Commissioner Clark noted the recent passing of resident Paula Findley.

Commissioner Verhoven thanked Vice-Mayor Remick for picking up trash on Snake Hill, and Commissioner Hargis, who regularly picks up trash in town.

8. **Community Input and Concerns:**

Debbie Yoho, 106 Ellersly Way, regarding septic backup at her home on Thanksgiving Day.

9. **Department Reports:**

City Manager Lawless stated that he has a project meeting on Friday, January 20 regarding the Multimodal project. The remaining large item is paving of the road. The cold and wet weather put the paving behind schedule, but they hope to finish at the end of January, first of February. Next step will be a punch list of any outstanding items. Silt fences for the Safe Route to Schools project are up along Harpeth View Trail. Lawless has a preconstruction meeting on Friday for that project as well and anticipates the project to begin in the next few weeks. He is not sure what end they will start on, but he has communicated with Harpeth Middle and Harpeth High Schools about the anticipated schedule. For the TAP Grant, which will continue the sidewalks in the Woodlands, TDOT is finalizing updated estimates as well as the bid package to go out to contractors and should go out to bid at end of the month. Acorn Court Pump Station ad for construction bids was published on Tuesday. After months of paperwork, the Town has received contracts from FEMA for disaster money from 2020 flooding event: \$83,000 for the Town for property damage/cleanup, and \$214,000 for Sewer for Acorn Court pump station. Lawless said we also received a \$1500 Farmers Market Grant (100 % grant, no match) that is to be used specifically for marketing.

Commissioner Hargis asked where the Town was on payments for Multimodal, and Lawless said about one-third of the way through (5 payments to contractor). Billing process: Contractor submits bill to Engineer for review/approval; Engineer then sends it to Community Development Partners, who then forwards it to the Town. Built into contract that once projects ends, we will still have probably 3 months of bills to sort out. Hargis also asked about the notes. The state portion is a 3-year note (we will pay off as soon as received), and the Town's portion is a 12-year note. We can pay off whenever within that 12-years. Mayor Gross asked if paving is still expected to be completed at end of month. Lawless said that is the plan. He will know more after his meeting on Friday. Commissioner Clark thanked City Manager for sending out update on Multimodal project. Vice-Mayor Remick asked if the Safe Route project was aware of school hours/school traffic. Lawless said he would reiterate it at Friday's meeting.

**10. Legal Updates:**

None

**11. Unfinished Business:**

A. None

**12. New Business:**

**A. Motion to reimburse Debbie Yoho, 106 Ellersly Way, the amount of \$407.00 for septic tank pumping – Sponsored by Commissioner Clark.**

Commissioner Clark stated this backup occurred over Thanksgiving and went on for several hours. Ms. Yoho made two calls to emergency number between 9-10 am. Not having a response from the Town, she called a septic provider because of possible delay in fixing issue due to the holiday. When Ms. Yoho purchased home, she was told the Town owned the pump. Purchase of home was contingent on Town maintaining pump. In 2021 that pump had an issue, and the Town took care of it. Clark felt it was mitigating circumstances, due to the fact that it was Thanksgiving, an emergency, and the Town had taken care of this problem before. Ms. Yoho had called it in and it was 3 hours before receiving a call back. Commissioner Clark added the Town had taken previous remedial action. We don't have a full-time sewer operator and we were unable to provide an emergency reply or response to the urgency of this one particular situation. Clark stated the situation is so unique that we would not be setting a precedent in reimbursing Ms. Yoho.

Commissioner Clark said the City Manager had talked about having Elite be the emergency contact answering calls so this problem could be alleviated in the future. City Manager Lawless contacted Elite about being emergency backup, but they are not comfortable with residents calling them directly since Town needs to authorize service and payment. County Dispatch is open to us using their number as the emergency contact number. Dispatch will call our first in line, and if that person is not available, the second in line

Lawless clarified the service performed by ARS for Ms. Yoho. The ARS bill indicates the technician ran a cable through the cleanout line for approximately 25 feet and unplugged a clog. Public Works Director Parker checked the tank after the holiday. It was full of water, but no solids, just sludge in the bottom, which is normal. Parker believes the backup was under Ms. Yoho's house, based on what ARS charged her for: snaking line 25 feet, which would not have reached tank, but just cleared the line to the house. Ms. Yoho said everything cleared up with whatever the technician did.

City Attorney Perry said by Ordinance for Sewer, the property owner is responsible for maintenance of sewer lines on private property. Town will pump tank once every five years. It doesn't say anything about snaking a line or clearing an obstruction in the line on that private property. Her concern was, in paying for something other than what the

ordinance permits, the Town would be expending public funds for the benefit of private property, which isn't allowed. If Town had created the issue or done the damage, then we could talk about what you could expend funds for, but the Town is locked in to what ordinance says it is allowed to take care of. In this case, it specifically says tanks only. Vice-Mayor Remick said this did not seem like a situation where the tank backed up into the house. This seemed to be a blockage in the line, which then caused the backup into the house. Parker agreed. Remick said he did not believe the Town was liable in such a situation. City Attorney Perry said if it was not caused by an issue with the Town line, then the response is very clear, under the ordinance and within the contract itself: the property owner is responsible for the maintenance of those lines until it gets out to the main. Commissioner Clark asked if there was any relief to be granted based on fact our system failed on the emergency call. Ms. Yoho called the office per the contract to inform there was a problem. Perry said the ordinance makes it clear, and the contract makes it clear. There is no liability on the Town because we didn't tell her it was not our responsibility when she called to report it.

Ms. Yoho asked what is she to do in the future if you don't know if it's the pump or if it is from the house to the pump. She said the pump doesn't belong to her it belongs to the Town. There was some question as to who actually owned the pump. City Attorney Perry said it is not clear, and she would need to investigate. Mayor Gross said there was some work done by the Town in the past, and that was probably done in error. City Attorney Perry said you should not replicate it again. Ms. Yoho said the pump had been replaced one time since she moved in, and the Town did it. Yoho said when it goes out, everything comes back in. Vice-Mayor Remick asked if the pump had an alarm, and it was confirmed that it did.

Perry addressed Commissioner Clark's comment about the service contract. Perry said the ordinance is the authority, not the contract. Contract is what you are setting forth as your responsibility. If there is something the Town takes on that is above and beyond what the ordinance states, Perry said the Town doesn't have the authority to do that without changing the ordinance. Clark asked, even if we've done it before? Perry said if Town made the mistake in the past, you don't, going forward, say because we've done it in the past that excuses us in the future. You can't spend public funds on private property. You recognize it was a mistake and don't compound it. Commissioners were not sure that the Town owned the pump and Perry said she would prefer to look at it a little more before answering.

Clark said it looks like we are not able to reimburse money. We should investigate to find out if we paid for work on the pump in the past. Ms. Yoho said it is not about the money, she wants to know who is responsible for future. Mayor Gross said the agenda item was about reimbursement. We will investigate further; it is just not on the agenda. Staff has a pretty good understanding that this is something that needs to be looked into further so that we can figure it out. Vice-Mayor Remick said an investigation should have been requested first before requesting reimbursement. Commissioner Clark said she took the issue to City Manager. They had a good conversation which resulted in changes to emergency contact

line and Town looking into Ellersly situation. Mayor Gross said because of situation we can't reimburse. Parker said he would look into why Ms. Yoho is the only one with a sewer pump. City Manager Lawless said when the situation was first discussed, Ms. Yoho indicated it was a tank pumping issue. He and Commissioner Clark initially emailed back and forth on the assumption it was a tank pumping issue. Once the invoice was received, they realized it was a line issue. There was no vote because the Town can't pay the bill per the ordinance.

**B. Motion to approve Resolution 23-001 Adopting Cheatham County, Tennessee Joint Growth Plan 2022-2042.**

Mayor Gross said this is the final blessing to the plan all the municipalities and the county worked on together. Motion to approve Resolution 23-001 adopting Cheatham County, Tennessee Joint Growth Plan made by Vice-Mayor Remick, with a second by Commissioner Verhoven. Motion passed.

**C. Motion to approve Resolution 23-002 – Adopting the updated Cheatham County, Tennessee Hazard Mitigation Plan.**

City Manager Lawless said this was a joint effort led by Tennessee Emergency Management Association in conjunction with Cheatham County Emergency Management and all Cheatham County municipalities. It is updated every five years. Kingston Springs was able to include a few things of note to this mitigation plan. The biggest benefit is that with these projects in the master plan, it helps with state and federal funding following an emergency because of the mitigation plan. These items are suggestions, but help with future money if it is in the plan. We could pursue this as well. Motion to approve Resolution 23-002 – Adopting the updated Cheatham County, Tennessee Hazard Mitigation Plan made by Vice-Mayor Remick, with a second by Commissioner Hargis. Motion passed.

**D. Discussion on submitting request to TDOT for inclusion of midblock crosswalk on Luyben Hills Road – Sponsored by Commissioner Clark.**

Commissioner Clark said a few people suggested getting a crosswalk on Luyben Hills, and asked if we could ask TDOT to consider putting in a midblock crosswalk for Luyben Hills. City Manager Lawless said it was not in the final plans, but he could ask. It was in the concept version before plans were scaled back. Clark noted that on the 20-21 corridor study, 90% of people indicated they felt unsafe walking on Luyben Hills, and now with a sidewalk, and maybe a crosswalk, they might feel safe on it. Lawless said we could inquire with TDOT.

**E. Discussion on Town sponsored survey for opinion and comment on updating a Capital Improvement Plan – Sponsored by Commissioner Clark.**

Commissioner Clark said we've had no input in a formal sense from residents on our CIP. She drafted a survey with questions for resident input. There was suggestion to do survey online, but there were concerns that some residents won't do it online. Mayor Gross asked about possibility of including it with an upcoming Planning Commission mailing. City Manager Lawless said there are approximately 1555 households on tax role at 63 cents per

stamp, costing approximately \$1000 to mail. There would be a lot of staff time for stuffing envelopes, and the Town doesn't have manpower to do it quickly. Commissioner Hargis thought Survey Monkey was a better option. Post a link to survey on social media. Vice-Mayor Remick suggested printing out survey for handful of residents who don't use a computer. Mayor Gross said another option would be to put a notice of where to find the survey in with the PC mailing. Commissioner Clark said the 2015 survey was done by mail. She has sent out surveys in her neighborhood, and the residents have thanked her for doing it. Commissioner Verhoven suggested doing the online survey, and then exclude those residents who responded online from the mailing. Lawless said he did make inquiries of the JEC Board, which funded or partially funded the 2015 survey. That survey dealt with economic development. JEC Board didn't have an interest in funding this project. If we had a group of volunteers to help with stuffing it would go faster. It will take longer if staff does all the stuffing. Once responses come in, they will need to be logged. With the CIP we are looking at right now, there is one piece left, Police/Fire, before we put everything together. Time frame is short if we want to capture this CIP through this budget cycle. After discussion, Mayor Gross said we should use online survey to start. Commissioner Verhoven said Commissioner Clark's draft survey questions were a pretty good template. Mayor Gross said commissioners should review survey questions and give input for additions/changes to City Manager. He will compile questions for February meeting, and survey can be sent out after that meeting.

**F. Appointment of Marie Spafford and Bob Stohler to the Kingston Springs Regional Planning Commission.**

Mayor Gross announced the appointment of Marie Spafford and Bob Stohler to the Kingston Springs Regional Planning Commission.

**13. Surplus:**

- Parks Department – Olympus and Sony Cameras – Discard
- Parks Department – Video Camera #1070 – Discard
- Parks Department – Walkie Talkies #1065 and #1066 – Discard

Motion to approve discarding items on surplus list made by Commissioner Hargis, with a second by Vice-Mayor Remick. Motion passed.

**14. Other (For Discussion Only):**

- Commissioner Hargis had questions on the November Budget report received the previous week. He asked about unrealized revenue, and how were we \$5,713 over budget for Dinner on Main. City Manager Lawless said we sold more tickets and ticket prices were raised after budget was set. Hargis said that some billings are not up to date, and asked if we are paying bills or is billing cycle off? He also noted that 15 of the line items were over budget, and asked if there was a plan to transfer funds to get back on budget. Finance Director Reed said department heads were notified. Commissioner Hargis asked if the sewer engineering costs included flow meters. Lawless said it is mostly for Acorn Ct.

Commissioner Hargis said we budgeted zero, spent \$18,000. What does it look like to year end? Reed stated that they are moving money from project to engineering. Commissioner Hargis said we should be moving money ahead of time to avoid negative balances.

- Set date for annual Commissioner Retreat. Tentative date is March 10-11.

**15. Reminders:**

- None

**16. Adjourn the Meeting:**

Motion to adjourn the meeting made by Vice-Mayor Remick, with a second by Commissioner Hargis. Motion approved. Meeting recessed at 8:18 pm.

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**Francis A. Gross, III**  
**Mayor**

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**Jamie Dupré**  
**City Recorder**

9.A.

**INSTRUCTIONS: Please complete the application information on the first page, read, sign, and date the second page, and keep the third page for your records. Submit form at Kingston Springs City Hall, 396 Spring Street. Sewer Connection Service fee is \$50.00**

**Town of Kingston Springs, Tennessee  
Wastewater Services Department**

**APPLICATION FOR WASTEWATER SERVICE**

***APPLICANT MUST BE 18 YEARS OR OLDER AT TIME OF APPLICATION***

ADDRESS OF SERVICE: \_\_\_\_\_

NAME OF CUSTOMER ACCOUNT: \_\_\_\_\_

NAME OF APPLICANT (if different from above):  
\_\_\_\_\_

APPLICANT PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_  
WORK: \_\_\_\_\_

APPLICANT CURRENT/PREVIOUS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BEGINNING DATE OF SERVICE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date of Application

***APPLICANT MUST ALSO READ AND SIGN THE BACK OF THIS AGREEMENT.***

\_\_\_\_\_  
DO NOT WRITE BELOW THIS LINE. GO TO BACK OF APPLICATION.  
\_\_\_\_\_

OFFICE USE ONLY:

IDENTIFICATION PROVIDED: \_\_\_\_\_ DL/ID # \_\_\_\_\_

SERVICE FEE PAID: \$ \_\_\_\_\_ 2 SIGNATURES REC'D: YES NO

RECEIVED BY: \_\_\_\_\_ RECEIPT #: \_\_\_\_\_



## SERVICE CONTRACT

I hereby make application to the Town of Kingston Springs, TN Wastewater System for service to my residence or business.

Upon completion of a customer application and service agreement form requesting to obtain wastewater treatment facilities services from the municipality, the prospective user must pay to the Town a service fee as established by ordinance. The fee to be paid by a user is an application and service fee and is not a security deposit and is not refundable. If, for any reason, a customer does not take the service by reason of not occupying the premises to be served, or otherwise, said fee shall be forfeited. The receipt of a prospective customer's application for service shall not obligate the City to render the service applied for. If the service applied for cannot be supplied by the municipality, the liability of the municipality to the applicant for such service shall be limited to a refund of any portion of the privilege fees, as applicable, in Section 18-113 of the Municipal Code. Should a user have a lapse of service for a period of more than thirty (30) days because of non-payment of a billing, said user shall reapply for service, as afforested, including payment of another application and service fee. (Ordinance 08-007)

Service shall be supplied to the consumer in accordance with the Town's regulations as provided in section 18-113 of the Municipal Code. The Town reserves the right to amend the regulations at any time and the changes shall be incorporated into this contract upon their adoption.

The consumer agrees to pay the current charges as billed and agrees that the service herein purchased will be used only for the benefit of the designated residence and for no other property, persons or purposes and that said wastewater service shall not be shifted or changed to any other property. The consumer agrees to pay the full amount as billed monthly by the Second South Cheatham Utility District, until such time as service is disconnected.

By signing this agreement, the consumer is authorizing the Town to initiate wastewater treatment services at the specified address. The consumer agrees that the Town is not liable for damages to the premises in the event of malfunction between the residential or commercial structure and the connection to the septic tank. The consumer is required to maintain the connection to the tank. It is the responsibility of the consumer to notify the Town of Kingston Springs at the first sign of any dysfunction of the sewer system on the consumer's property. Failure to notify relieves the Town of any financial responsibility for damages for personal property of the consumer or property owner.

The Town will maintain the operation of the septic tank, including tank pumping as needed, not exceeding one pumping per five-year period. The consumer is financially responsible for any additional tank pumping within that 5-year period. The consumer is required to notify the Town in the event that additional pumping is performed. The Town will maintain all connections from the tank and service lines to the sewer main.

The Town has the right to terminate service for non-payment, a violation of the sewer regulations of the Town or a violation of their contract. Service shall not be reinstated until all charges billed by Second South Cheatham Utility District are paid in full. In the event the consumer fails to pay for services rendered or otherwise breached this contract, the consumer agrees to pay on demand all expenses, including attorney's fees, to enforce this contract whether by negotiation, litigation or otherwise.

Further, by signing below, the consumer verifies to be in receipt of the publication "Important Information for Sewer Customers" and agrees to utilize the suggested standards for good practice

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Signature of Applicant

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Date



## Important Information for Sewer Customers

For Kingston Springs residents, the following information is vital in dealing with your sewer service. This is only for residents who are connected to the Town sewer system.

**Basic information:** Even though you are connected to the sewer system, you still have a septic tank in your yard. The maintenance for this tank and the service line running from it to the main sewer line belongs to the Town. **The line running from the house to the septic tank is the responsibility of the homeowner.** If it becomes necessary to pump the septic tank, the Town will arrange and pay to have that service performed. However, if the tank needs additional pumping within 5 years of its last Town sponsored pumping, the expense will belong to the homeowner. In any event involving tank pumping, the Town must be notified PRIOR to the pumping. The sewer system is a natural, biological system, which treats the solids in the septic tank and sends the bi-product to the sewer plant for treatment and release.

**To avoid sewer problems:** Pouring grease into your sink is the number one problem within the sewer system. The sewer use ordinance prohibits homeowners from pouring grease into the system. **When excessive grease is the reason for the tank needing pumping, the homeowner may be responsible for the expense of pumping.** Because it is a violation of the ordinance, the homeowner could also be cited for the violation. It is recommended that grease be poured off into a separate container, such as an empty glass jar with a lid. Also, because the system is dependent upon bacteria, the use of garbage disposals can also create a situation that causes the tank to become slow in its treatment of waste. Any waste from table food that can be disposed of in the regular trash is going to help avoid that situation and help the system function normally.

**It is unlawful to place any type of oil or petroleum product, paint or solvent into the sewer system. Violators will be prosecuted.**

**If you experience sewer problems:** If you see a discharge on the ground on top of your septic tank, call for the Town to come and do an inspection. If you have problems within your house, you may call the Town to come and inspect the septic tank. However, 95% of the time, if there is sewage backing up in the house, the problem is a clogged line before it reaches the tank. This is a repair that the homeowner is required to make. The homeowners must arrange a plumber or make the repair themselves. The Town does not have personnel to make these repairs.

**To call the Town for septic tank problems:**

- Call City Hall during business hours: 615-952-2110
- **Emergency After Hours Number: 615-818-5922**

The Town will not reimburse homeowners for unauthorized pumping of the septic tank. Please contact the Town and allow public works to arrange septic tank service. 24-hour emergency service pre-arranged by the Town with a contracted vendor.

**Adjustments to your bill:** If you have a swimming pool or do heavy watering during the summer months, you may purchase a "secondary meter" from the Second South Cheatham Utility District (SSCUD) which is connected to your outdoor faucet. This meter is read once a year and an adjustment is made on your sewer bill so that you will not pay for this water that did not go through the sewer. This adjustment is limited to a certain time period of the year. Contact SSCUD at 615-952-3094 for information. You may also receive one adjustment to your sewer bill that is based on a leak. This leak must be verified by the water company and the adjustment will be based on an average of several month's usage.

***Policies and Ordinances pertaining to the use of the Public Sewer are on file at Town Hall and may be viewed at any time during regular business hours.***

## TITLE 18

### WATER AND SEWERS<sup>1</sup>

#### CHAPTER

#### 1. SEWER USE AND WASTEWATER TREATMENT.

#### CHAPTER 1

#### SEWER USE AND WASTEWATER TREATMENT

#### SECTION

- 18-101. Purpose and policy.
- 18-102. Definitions.
- 18-103. Connection to public sewers.
- 18-104. Private domestic wastewater disposal.
- 18-105. Regulation of holding tank waste disposal.
- 18-106. Application for domestic wastewater discharge and industrial wastewater discharge permits.
- 18-107. Discharge regulations.
- 18-108. Industrial user monitoring, inspection reports, records access, and safety.
- 18-109. Enforcement and abatement.
- 18-110. Fees and billing.
- 18-111. Design charges for developments served by wastewater treatment facilities.
- 18-112. Privilege fees for those served by the town's wastewater treatment facility.
- 18-113. User rates for those persons utilizing the town's wastewater treatment facilities.
- 18-114. Validity.
- 18-115. Violations and penalty.

**18-101. Purpose and policy.** This chapter sets forth uniform requirements for the disposal of wastewater in the service area of the Town of Kingston Springs, Tennessee, wastewater treatment system. The objectives of this chapter are:

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<sup>1</sup>Municipal code references

Building, utility, and residential codes: title 12.

Engineering review and inspections: title 20, chapter 3.

Refuse disposal: title 17.

Stormwater regulations: title 14, chapter 4.

- (1) To protect the public health;
- (2) To provide problem free wastewater collection and treatment service;
- (3) To prevent the introduction of pollutants into the municipal wastewater treatment system, which will interfere with the system operation, which will cause the town's discharge to violate its National Pollutant Discharge Elimination System (NPDES) permit or other applicable state requirements, will cause physical damage to the wastewater treatment system facilities;
- (4) To provide for full and equitable distribution of the cost of the wastewater treatment system;
- (5) To enable the Town of Kingston Springs to comply with the provisions of the Federal Water Pollution Control Act (Clean Air Act), 33 U.S.C. § 1251, *et seq.*, the General Pretreatment Regulations (40 CFR part 403), and other applicable federal and state laws and regulations; and
- (6) To improve the opportunity to recycle and reclaim wastewaters and sludges from the wastewater treatment system.

In meeting these objectives, this chapter provides that all persons in the service area of the Town of Kingston Springs must have adequate wastewater treatment either in the form of a connection to the municipal wastewater treatment system or, where the system is not available, an appropriate private disposal system. This chapter also provides for the issuance of permits to system users, for the regulations of wastewater discharge volume and characteristics, for monitoring and enforcement activities; and for the setting of fees for the full and equitable distribution of costs resulting from the operation, maintenance, and capital recovery of the wastewater treatment system and from other activities required by the enforcement and administrative program established herein.

This chapter shall apply to the Town of Kingston Springs, Tennessee, and to persons outside the town who are, by contract or agreement with the town users of the municipal wastewater treatment system. Except as otherwise provided herein, the Water and Sewer Superintendent of the Town of Kingston Springs shall administer, implement, and enforce the provisions of this chapter. (1996 Code, § 18-101, modified)

**18-102. Definitions.** Unless the context specifically indicates otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated:

- (1) "Act" or "the Act." The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended 33 U.S.C. §§ 1251, *et seq.*
- (2) "Approval authority. The director in an NPDES state with an approved state pretreatment program and the administrator of the EPA in a non-NPDES state or NPDES state without an approved state pretreatment program.

(3) "Authorized representative of industrial user." An authorized representative of an industrial user may be:

(a) A principal executive officer of at least the level of vice-president, if the industrial user is a corporation;

(b) A general partner or proprietor if the industrial user is a partnership or proprietorship, respectively;

(c) A duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

(4) "Biochemical Oxygen Demand (BOD)." The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five (5) days at twenty degrees (20°) Celsius expressed in terms of weight and concentration (milligrams per liter [mg/l]).

(5) "Building sewer." A sewer conveying wastewater from the premises of a user to the POTW.

(6) "Categorical standards." The National Categorical Pretreatment Standards or Pretreatment Standard.

Commissioners, Town of Kingston Springs, Tennessee.

(7) "Compatible pollutant" shall mean BOD, suspended solids, pH, fecal coliform bacteria, and such additional pollutants as are now or may in the future be specified and controlled in the town's NPDES permit for its wastewater treatment works where sewer works have been designed and used to reduce or remove such pollutants.

(8) "Control authority." The term "control authority" shall refer to the "approval authority," defined herein above; or the superintendent if the town has an approved pretreatment program under the provisions of 40 CFR, 403.11.

(9) "Cooling water." The water discharge from any use such as air conditioning, cooling, or refrigeration, or to which the only pollutant added is heat.

(10) "Customer" means any individual, partnership, corporation, association, or group who receives sewer service from the town under either an express or implied contract requiring payment to the town for such service.

(11) "Direct discharge." The discharge of treated or untreated wastewater directly to the waters of the State of Tennessee.

(12) "Domestic wastewater." Wastewater that is generated by a single family, apartment or other dwelling unit or dwelling unit equivalents or commercial establishment containing sanitary facilities for the disposal of wastewater and used for residential purposes only.

(13) "Environmental Protection Agency" or "EPA." The U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of the said agency.

(14) "Garbage" shall mean solid wastes generated from any domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

(15) "Grab sample." A sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

(16) "Holding tank waste." Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

(17) "Incompatible pollutant" shall mean any pollutant which is not a "compatible pollutant" as defined in this section.

(18) "Indirect discharge." The discharge or the introduction of non-domestic pollutants from any source regulated under section 307(b) or (c) of the Act (33 U.S.C. § 1317), into the POTW (including holding tank waste discharged into the system).

(19) "Industrial user." A source of indirect discharge which does not constitute a "discharge of pollutants" under regulations issued pursuant to section 402 of the Act (33 U.S.C. § 1342).

(20) "Interference." A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the WWF, its treatment processes or operations, or its sludge processes, use or disposal, or exceeds the design capacity of the treatment works or collection system.

(21) "National categorical pretreatment standard or pretreatment standard." Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Act (33 U.S.C. § 1347) which applies to a specific category of industrial users.

(22) "NPDES (National Pollution Discharge Elimination System)." Shall mean the program for issuing, conditioning, and denying permits for the discharge of pollutants from point sources into navigable waters, the contiguous zone, and the oceans pursuant to section 402 of the Federal Water Pollution Control Act as amended.

(23) "New source." Any source, the construction of which is commenced after the publication of proposed regulations prescribing a section 307(c) (33 U.S.C. 1317) categorical pretreatment standard which will be applicable to such source, if such standard is thereafter promulgated within one hundred twenty (120) days of proposal in the federal register. Where the standard is promulgated later than one hundred twenty (120) days after proposal, a new source means any source, the construction of which is commenced after the date of promulgation of the standard.

(24) "Person." Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

(25) "pH." The logarithm (base 10) of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution.

(26) "Pollution." The man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

(27) "Pollutant." Any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical substances, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste discharge into water.

(28) "Pretreatment or treatment." The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical, or biological processes, or process changes or other means, except as prohibited by 40 CFR section 40.36(d).

(29) "Pretreatment requirements." Any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard imposed on an industrial user.

(30) "Publicly owned treatment works (POTW)." A treatment works as defined by section 212 of the Act, (33 U.S.C. § 1292) which is owned in this instance by the town. This definition includes any sewers that convey wastewater to the POTW treatment plants, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of this chapter, "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside the town who are, by contract or agreement with the town, users of the town's POTW.

(31) "POTW treatment plant." That portion of the POTW designed to provide treatment to wastewater.

(32) "Septic tank." A horizontal, continuous flow, one-story sedimentation tank through which sewage is allowed to flow slowly to permit the settleable suspended matter to settle to the bottom, where it is retained until anaerobic decomposition is established, resulting in the changing of some of the organic matter into liquid and gaseous substances and of consequent reduction in the quantity of sludge to be disposed of.

(33) "Septic tank effluent." The overflow of settled wastewater from a septic tank which has received primary treatment and has the biological characteristics of Biochemical Oxygen Demand (BOD) of less than one hundred forty (140) mg/l and a Suspended Solids (SS) content of less than one hundred (100) mg/l.

(34) "Septage." The settled solid matter which accumulates in a septic tank.

(35) "Shall" is mandatory; "May" is permissive.

(36) "Slug" shall mean any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentrations of flows during normal operation or any discharge of whatever duration that causes the sewer to overflow or back up in an objectionable way or any discharge of whatever duration that interferes with the proper operation of the wastewater treatment facilities or pumping stations.

(37) "Small diameter sewage collection system." A system of pipes and other appurtenances designed to collect and transport only septic tank effluent for central treatment and disposal. A small diameter sewage collection system is not designed to collect and transport raw wastewater with a high solids content or any other incompatible wastes.

(38) "State." The State of Tennessee.

(39) "Standard industrial classification (SIC)." A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.

(40) "Stormwater." Any flow occurring during or following any form of natural precipitation and resulting therefrom.

(41) "Storm sewer" or "storm drain." Shall mean a pipe or conduit which carries storm and surface waters and drainage, but excludes sewage and industrial wastes; it may, however, carry cooling waters and unpolluted waters, upon approval of the superintendent.

(42) "Superintendent." The person designated by the town to supervise the operation of the publicly owned treatment works and who is charged with certain duties and responsibilities by this chapter, or his duly authorized representative.

(43) "Suspended solids." The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids and which is removable by laboratory filtering.

(44) "Town." The Town of Kingston Springs or the Board of Commissioners, Town of Kingston Springs, Tennessee.

(45) "Toxic pollutant." Any pollutant or combination of pollutants listed as toxic in regulations published by the administrator of the Environmental Protection Agency under the provision of CWA 307(a) or other Acts.

(46) "Twenty-four (24) hour flow proportional composite sample." A sample consisting of several sample portions collected during a twenty-four (24) hour period in which the portions of a sample are proportioned to the flow and combined to form a representative sample.

(47) "User." Any person who contributes, causes or permits the contribution of wastewater into the town's POTW.

(48) "Wastewater." The liquid and water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and



institutions, whether treated or untreated, which is contributed into or permitted to enter the POTW.

(49) "Wastewater treatment systems." Defined the same as POTW.

(50) "Waters of the state." All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and other bodies or accumulations of water, surface or underground, natural or artificial, public or private, that are contained within, flow through or border upon the state or any portion thereof. (1996 Code, § 18-102, modified)

**18-103. Connection to public sewers.** (1) Requirements for proper wastewater disposal. (a) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the service area of the Town of Kingston Springs, any human or animal excrement, garbage, or other objectionable waste.

(b) It shall be unlawful to discharge to any waters of the state within the service area of the Town of Kingston Springs, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with provisions of this chapter.

(c) Except as herein provided, it shall be unlawful to construct or maintain any privy, privy vault, cesspool, or other facility intended or used for the primary disposal of sewage, except for a septic tank of the design, manufacture, and construction approved by the Town of Kingston Springs.

(d) Except as provided in subsection (1)(e) below, the owner of all houses, buildings, or properties used for human occupancy, service area and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary sewer in the service area, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities to a septic tank of the design, manufacture, and construction approved by the Town of Kingston Springs, and to connect said septic tank directly to the proper public sewer in accordance with the provisions of this chapter, within sixty (60) days after date of official notice to do so, provided that said public sewer is within five hundred feet (500') of the building drain as defined herein.

(e) The owner of a manufacturing facility may discharge wastewater to the waters of the state provided that he obtains an NPDES permit and meets all requirements of the Federal Clean Water Act, the NPDES permit, and any other applicable local, state or federal statutes and regulations.

(f) Where a public sanitary sewer is not available under the provisions of subsection (1)(d) above, the building sewer shall be connected to a private sewage disposal system complying with the provisions of § 18-104 of this chapter.

(2) Physical connection public sewer. (a) No person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the superintendent as required by § 18-106 of this chapter.

(b) All costs and expenses incident to the installation, connection, and inspection of the building sewer shall be borne by the owner. The owner shall indemnify the town from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(c) A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one (1) building sewer.

(d) Old building sewers may be used in connection with new buildings only when they are found, on examination and tested by the superintendent to meet all requirements of this chapter. All others may be sealed to the specifications of the superintendent.

(e) Building sewers shall conform to the following requirements:

(i) The minimum size of a building sewer shall be four inches (4").

(ii) The minimum depth of a building sewer shall be eighteen inches (18").

(iii) Four inch (4") building sewers shall be laid on a grade greater than one-eighth inch (1/8") per foot. Larger building sewers shall be laid on a grade that will produce a velocity when flowing full of at least two feet (2') per second.

(iv) Slope and alignment of all building sewers shall be neat and regular.

(v) Building sewers shall be constructed only of:

(A) Concrete or clay sewer pipe using rubber or neoprene compression joints of approved type;

(B) Cast iron soil pipe with leaded or compression joints;

(C) Polyvinyl chloride pipe with solvent welded or with rubber compression joints;

(D) ABS compression joints of approved type; or

(E) Such other materials of equal or superior quality as may be approved by the superintendent. Under no circumstances will cement mortar joints be acceptable.

(vi) A cleanout shall be located five feet (5') outside of the building, one as it taps on to the utility lateral and one at each change of direction of the building sewer which is greater than 45

degrees. Additional cleanouts shall be extended to or above the finished grade level directly above the place where the cleanout is installed. A "Y" (wye) and one-eighth (1/8) bend shall be used for the cleanout base. Cleanouts shall not be smaller than four inches (4") on a four-inch (4") pipe.

(vii) Connections of building sewers to the public sewer system shall be made at the appropriate existing wye or tee branch using compression type couplings or collar type rubber joint with corrosion resisting or stainless steel bands. Where existing wye or tee branches are not available, connections of building services shall be made by either removing a length of pipe and replacing it with a wye or tee fitting or cutting a clean opening in the existing public sewer and installing a tee-saddle or tee-insert of a type approved by the superintendent. All such connections shall be made gastight and watertight.

(viii) The building sewer may be brought into the building below the basement floor when gravity flow from the building to the sanitary sewer is at a grade of one-eighth inch (1/8") per foot or more if possible. In cases where basement or floor levels are lower than the ground elevation at the point of connection to the sewer, adequate precautions by installation of check valves or other backflow prevention devices to protect against flooding shall be provided by the owner. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer at the expense of the owner.

(ix) The methods to be used in excavating, placing of pipe, jointing, testing, backfilling the trench, or other activities in the construction of a building sewer which have not been described above shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the town or to the procedures set forth in appropriate specifications of the *ASTM* and *Water Pollution Control Federal Manual of Practice No. 9*. Any deviation from the prescribed procedures and materials must be approved by the superintendent before installation.

(x) An installed building sewer shall be gastight and watertight.

(xi) All building sewers shall require the installation of a septic tank of the size, design, manufacture, and construction approved by the Town of Kingston Springs to ensure compatibility with the small diameter sewage collection system. The tank will have a minimum volume of one thousand one hundred (1,100)

gallons for single-family residences and a minimum volume to be determined by the town for all other structures.

(f) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public property from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the town.

(g) No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, basement drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

(h) Upon construction or renovation, all restaurants, cafeterias, hotels, motels, schools, hospitals, garages, and some manufacturing plants shall install a grease trap on kitchen waste lines and other discharge lines carrying oil and grease. All existing restaurants, cafeterias, hotels, motels, schools, hospitals, garages, and manufacturing plants and other commercial food preparation establishments shall be required to construct a grease trap, at the owner's expense, upon notification by the superintendent, if and when the superintendent determines that an oil and/or grease problem exists which is capable of causing damage or operational problems to structures or equipment in the public sewer system. The town retains the right to approve installation of the grease trap facility. The grease trap must be designed in accordance with current engineering standards; it shall be tightly sealed and easily accessible to encourage regular maintenance. Grease traps shall be maintained by the owner or operator of the establishment so as to prevent a stoppage of the public sewer. If the town is required to clean out the public sewer lines as a result of a stoppage resulting from a clogged grease trap, the property owner shall be required to refund the labor, equipment, materials and overhead costs to the town.

(3) Inspection of connections. (a) The sewer connection and all building sewers from the building to the public sewer main line shall be inspected before the underground portion is covered by the superintendent or his authorized representative.

(b) The applicant for discharge shall notify the superintendent when the building sewer is ready for inspection and connection to the public sewer. The connection shall be made under the supervision of the superintendent or his representative.

(4) Maintenance of building sewers. Each individual property owner or user of the POTW shall be entirely responsible for the maintenance of the building sewer located on private property.

Maintenance shall include the repair or replacement of a service line as shall be deemed necessary by the superintendent to meet the specifications of the town. The town accepts responsibility of pumping and maintenance of all residential septic tanks but not more than once in a five (5) year period. The

books and records of the superintendent of the wastewater sewer facility shall determine the last pumping of a septic tank to determine the eligibility of such pumping at the cost of the town. Any other pumping required shall be at the expense of the property owner or user. All commercial users, including public or private schools, shall hereafter be responsible for the routine pumping and maintenance of all septic tanks said commercial users bearing the cost for such pumping as shall be determined by the superintendent in order to maintain the building sewers and system as a whole. (1996 Code, § 18-103)

**18-104. Private domestic wastewater disposal. (1) Availability.**

(a) Where a public sanitary sewer is not available under the provisions of § 18-103(1)(d), the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this section.

(b) Any residence, office, recreational facility, or other establishment used for human occupancy where the building drain is below the elevation to obtain a grade equivalent to one-eighth-inch (1/8") per foot in the building sewer but is otherwise accessible to a public sewer as provided in § 18-103, the owner shall provide a private sewage pumping station as provided in § 18-103(2)(e)(viii).

(c) Where a public sewer becomes available, the building sewer shall be connected to said sewer within sixty (60) days after date of official notice from the town to do so.

(2) **Requirements.** (a) A private domestic wastewater disposal system may not be constructed within the service area unless and until a certificate is obtained from the superintendent stating that a public sewer is not accessible to the property and no such sewer is proposed for construction in the immediate future. No certificate shall be issued for any private domestic wastewater disposal system employing subsurface soil absorption facilities where the area of the lot is less than that specified by the town and Cheatham County Health Department.

(b) Before commencement of construction of a private sewage disposal system, the owner shall first obtain written permission from the town and Cheatham County Health Department. The owner shall supply any plans, specifications, and other information as are deemed necessary by the town and Cheatham County Health Department.

(c) A private sewage disposal system shall not be placed in operation until the installation is completed to the satisfaction of the town and Cheatham County Health Department. They shall be allowed to inspect the work at any stage of construction and, in any event the owner shall notify the town and Cheatham County Health Department when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within a reasonable period of time after the receipt of notice by the town and Cheatham County Health Department.

(d) The type, capacity, location, and layout of a private sewage disposal system shall comply with all recommendations of the Department of Health of the State of Tennessee, the town and Cheatham County Health Department. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

(e) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the town.

(f) No statement contained in this chapter shall be construed to interfere with any additional requirements that may be imposed by the town and Cheatham County Health Department. (1996 Code, § 18-104)

**18-105. Regulation of holding tank waste disposal.** (1) Permit. No person, firm, association or corporation shall clean out, drain, or flush any septic tank or any other type of wastewater or excreta disposal system, unless such person, firm, association, or corporation obtains a permit from the superintendent to perform such acts or services. Any person, firm, association, or corporation desiring a permit to perform such services shall file an application on the prescribed form. Upon any such application, said permit shall be issued by the superintendent when the conditions of this chapter have been met and providing the superintendent is satisfied the applicant has adequate and proper equipment to perform the services contemplated in a safe and competent manner.

(2) Fees. For each permit issued under the provisions of this chapter, an annual service charge therefor shall be paid to the town to be set as specified in § 18-111. Any such permit granted shall be for one (1) full fiscal year or fraction of the fiscal year, and shall continue in full force and effect from the time issued until the ending of the fiscal year, unless sooner revoked, and shall be nontransferable. The number of the permit granted hereunder shall be plainly painted on each side of each motor vehicle used in the conduct of the business permitted hereunder.

(3) Designated disposal locations. The superintendent shall designate approved locations for the emptying and cleansing of all equipment used in the performance of the services rendered under the permit herein provided for, and it shall be a violation hereof for any person, firm, association or corporation to empty or clean such equipment at any place other than a place so designated.

(4) Revocation of permit. Failure to comply with all the provisions of this chapter shall be sufficient cause for the revocation of such permit by the superintendent. The possession within the service area by any person of any motor vehicle equipped with a body type and accessories of a nature and design capable of serving a septic tank of wastewater or excreta disposal system cleaning unit shall be prima facie evidence that such person is engaged in the business of cleaning, draining, or flushing septic tanks or other wastewater or excreta disposal systems within the service area of the Town of Kingston Springs. (1996 Code, § 18-105)

**18-106. Application for domestic wastewater discharge and industrial wastewater discharge permits.** (1) Application for discharge of domestic wastewater. All users or prospective users which generate domestic wastewater shall make application to the superintendent for written authorization to discharge to the municipal wastewater treatment system. Applications shall be required from all new dischargers as well as for any existing discharger desiring additional service. Connection to the municipal sewer shall not be made until the application is received and approved by the superintendent, the building sewer is installed in accordance with § 18-101 of this chapter and an inspection has been performed by the superintendent or his representative.

The receipt by the town of a prospective customer's application for service shall not obligate the town to render the service. If the service applied for cannot be supplied in accordance with this chapter and the town's rules and regulations and general practice, the connection charge will be refunded in full, and there shall be no liability of the town to the applicant for such service, except that conditional waivers for additional services may be granted by the superintendent for interim periods of compliance may be assured within a reasonable period of time.

(2) Industrial wastewater discharge permits. (a) General requirements. All industrial users proposing to connect to or to contribute to the POTW shall obtain a wastewater discharge permit before connecting to or contributing to the POTW. All existing industrial users connected to or contributing to the POTW within one hundred eighty (180) days after the effective date of this chapter.

(b) Applications. Applications for wastewater discharge permits shall be required as follows:

(i) Users required to obtain a wastewater discharge permit shall complete and file with the superintendent, an application in the form prescribed by the superintendent, and accompanied by the appropriate fee. Existing users shall apply for a wastewater contribution permit within ninety (90) days after the effective date of this chapter, and proposed new users shall apply at least sixty (60) days prior to connecting to or contributing to the POTW.

(ii) The application shall be in the prescribed form of the town and shall include, but not be limited to, the following information: name, address and SIC number of applicant; wastewater volume; wastewater constituents and characteristic, discharge variations -- daily, monthly, seasonal and thirty (30) minute peaks; a description of all toxic materials handled on the premises; site plans, floor plans, mechanical and plumbing plans and details showing all sewers and appurtenances by size, location and elevation; a description of existing and proposed pretreatment

and/or equalization facilities and any other information deemed necessary by the superintendent.

(iii) Any user who elects or is required to construct new or additional facilities for pretreatment shall as part of the application for wastewater discharge permit submit plans, specifications and other pertinent information relative to the proposed construction to the superintendent for approval. Plans and specifications submitted for approval must bear the seal of a professional engineer registered to practice engineering in the State of Tennessee. A wastewater discharge permit shall not be issued until such plans and specifications are approved. Approval of such plans and specifications shall in no way relieve the user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the town under the provisions of this chapter.

(iv) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the application shall include the shortest schedule by which the user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. For the purpose of this paragraph, "pretreatment standard," shall include either a national pretreatment standard or a pretreatment standard imposed by § 18-107 of this chapter.

(v) The town will evaluate the data furnished by the user and may require additional information. After evaluation and acceptance of the data furnished, the town may issue a wastewater discharge permit subject to terms and conditions provided herein.

(vi) The receipt by the town of a prospective customer's application for wastewater discharge permit shall not obligate the town to render the wastewater collection and treatment service. If the service applied for cannot be supplied in accordance with this chapter or the town's rules and regulations and general practice, the application shall be rejected and there shall be no liability of the town to the applicant of such service.

(vii) The superintendent will act only on applications containing all the information required in this section. Persons who have filed incomplete applications will be notified by the superintendent that the application is deficient and the nature of such deficiency and will be given thirty (30) days to correct the deficiency. If the deficiency is not corrected within thirty (30) days or within such extended period as allowed by the superintendent, the superintendent shall deny the application to the mayor with a



recommendation that it be denied and notify the applicant in writing of such action.

(c) Permit conditions. Wastewater discharge permits shall be expressly subject to all provisions of this chapter and all other applicable regulations, user charges and fees established by the town. Permits may contain the following:

(i) The unit charge or schedule of user charges and fees for the wastewater to be discharged to a community sewer;

(ii) Limits on the average and maximum wastewater constituents and characteristics;

(iii) Limits on the average and maximum rate and time of discharge or requirements and equalization;

(iv) Requirements for installation and maintenance of inspections and sampling facilities;

(v) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number, types, and standards for tests and reporting schedule;

(vi) Compliance schedules;

(vii) Requirements for submission of technical reports or discharge reports;

(viii) Requirements for maintaining and retaining plant records relating to wastewater discharge as specified by the town, and affording town access thereto;

(ix) Requirements for notification of the town of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;

(x) Requirements for notification of slug discharged; and

(xi) Other conditions as deemed appropriate by the town to ensure compliance with this chapter.

(d) Permit modifications. Within nine (9) months of the promulgation of a national categorical pretreatment standard, the wastewater discharge permit of users subject to such standards shall be revised to require compliance with such standard within the time frame prescribed by such standard. A user with an existing wastewater discharge permit shall submit to the superintendent within one hundred eighty (180) days after the promulgation of an applicable federal categorical pretreatment standard the information required by §§ 18-106(2)(b)(ii) and (iii). The terms and conditions of the permit may be subject to modification by the superintendent during the term of the permit as limitations or requirements are modified or other just cause exists. The user shall be informed of any proposed changes in this permit at least 30 days prior to the effective date of change. Any changes or new

conditions in the permit shall include a reasonable time schedule for compliance.

(e) Permits duration. Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period less than a year or may be stated to expire on a specific date. The user shall apply for permit reissuance a minimum of one hundred eighty (180) days prior to the expiration of the user's existing permit.

(f) Permit transfer. Wastewater discharge permits are issued to a specific user for a specific operation. A wastewater discharge permit shall not be reassigned or transferred or sold to a new owner, new user, different premises, or a new or changed operation without the approval of the town. Any succeeding owner or user shall also comply with the terms and conditions of the existing permit.

(g) Revocation of permit. Any permit issued under the provisions of the chapter is subject to be modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to, the following:

(i) Violation of any terms or conditions of the wastewater discharge permit or other applicable federal, state, or local law or regulation;

(ii) Obtaining a permit by misrepresentation or failure to disclose fully all relevant facts;

(iii) A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge; or

(iv) Intentional failure of a user to accurately report the discharge constituents and characteristics or to report significant changes in plant operations or wastewater characteristics.

(3) Confidential information. All information and data on a user obtained from reports, questionnaire, permit application, permits and monitoring programs and from inspection shall be available to the public or any governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the superintendent that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets of the users.

When requested by the person furnishing the report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available to governmental agencies for use; related to this chapter or the town's or user's NPDES permit. Provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

Information accepted by the superintendent as confidential shall not be transmitted to any governmental agency or to the general public by the superintendent until and unless prior and adequate notification is given to the user. (1996 Code, § 18-106)

**18-107. Discharge regulations.** (1) General discharge prohibitions. No user shall contribute or cause to be contributed, directly or indirectly, any pollutant or wastewater which will interfere with the operation and performance of the POTW. These general prohibitions apply to all such users of a POTW whether or not the user is subject to national categorical pretreatment standards or any other national, state, or local pretreatment standards or requirements. A user may not contribute the following substances to any POTW:

(a) Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time, shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent (5%) nor any single reading over twenty percent (20%) of the lower explosive limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromate, carbides, hydrides and sulfides and any other substances which the town, the state or EPA has notified the user is a fire hazard or a hazard to the system.

(b) Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with the operation of the wastewater treatment facilities such as, but not limited to: grease, garbage with particles greater than one-half inch (1/2") in any dimension, paunch manure, bones, hair, hides, or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining, or processing of fuel or lubricating oil, mud, or glass grinding or polishing wastes.

(c) Any wastewater having a pH less than 5.0 or higher than 9.5 or wastewater having any other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the POTW.

(d) Any wastewater containing any toxic pollutants, chemical elements, or compounds in sufficient quantity, either singly or by interaction with other pollutants, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals,

create a toxic effect in the receiving waters of the POTW, or to exceed the limitation set forth in a categorical pretreatment standard. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to section 307(a) of the Act.

(e) Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for maintenance and repair.

(f) Any substance which may cause the POTW's effluent or any other product of the POTW such as residues, sludges, or scums, to be unsuitable for reclamation process. In no case, shall a substance discharged to the POTW cause the POTW to be in non-compliance with sludge use or disposal criteria, guidelines or regulations developed under section 405 of the Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or state criteria applicable to the sludge management method being used.

(g) Any substance which will cause the POTW to violate its NPDES permit or the receiving water quality standards.

(h) Any wastewater causing discoloration of the wastewater treatment plant effluent to the extent that the receiving stream water quality requirements would be violated, such as, but not limited to, dye wastes and vegetable tanning solutions.

(i) Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with a temperature at the introduction into the sewer system which exceeds forty (40) degrees Celsius (one hundred four degrees (104°) Fahrenheit).

(j) Any pollutants, including oxygen demanding pollutants (BOD, etc.) released at a flow rate and/or pollutant concentration which a user knows or has reason to know will cause interference to the POTW.

(k) Any waters or wastes causing an unusual volume of flow or concentration of waste constituting "sludge" as defined herein.

(l) Any wastewater containing any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the superintendent in compliance with applicable state or federal regulations.

(m) Any wastewater which causes a hazard to human life or creates a public nuisance.

(n) Any waters or wastes containing fats, wax, grease, or oil, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperature between thirty-two (32) or one hundred fifty degrees (150°) F (zero (0°) and sixty-five (65°) degrees Centigrade).

(o) Any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to a natural outlet approved by the superintendent and the Tennessee Department of Health. Industrial cooling water or unpolluted process waters may be discharged on approval of the superintendent and the Tennessee Department of Health, to a storm sewer or natural outlet.

(2) Restrictions on wastewater strength. No person or user shall discharge wastewater which exceeds the following set of standards (Table A - User Discharge Restrictions) unless an exception is permitted as provided in this chapter. Dilution of any wastewater discharge for the purpose of satisfying these requirements shall be considered in violation of this chapter.

Table A - User Discharge Restrictions

Pollutant	Daily Average* Maximum Concentration (mg/l)	Instantaneous Maximum Concentration (mg/l)
Antimony	5.0	8.0
Arsenic	1.0	1.5
Cadmium	1.0	1.5
Chromium (total)	4.0	7.0
Copper	3.0	5.0
Cyanide	1.0	2.0
Lead	1.0	1.5
Mercury	0.1	0.2
Nickel	3.0	4.5
Pesticides and Herbicides	0.5	1.0
Phenols	10.0	15.0
Selenium	1.0	1.5
Silver	1.0	1.5
Surfactants, as MBAS	25.0	50.00
Zinc	3.0	5.0

\*Based on 24-hour flow proportional composite samples.

(3) Protection of treatment plant influent. The superintendent shall monitor the treatment works influent for each parameter in the following table. (Table B - Plant Protection Criteria). Industrial users shall be subject to reporting and monitoring requirements regarding these parameters as set forth

in this chapter. In the event that the influent at the POTW reaches or exceeds the levels established by this table, the superintendent shall initiate technical studies to determine the cause of the influent violation and shall recommend to the town the necessary remedial measures, including, but not limited to, recommending the establishment of new or revised pretreatment levels for these parameters. The superintendent shall also recommend changes to any of these criteria in the event that: the POTW effluent standards are changed, there are changes in any applicable law or regulation affecting same, or changes are needed for more effective operation of the POTW.

**Table B - Plant Protection Criteria**

<u>Parameter</u>	<u>Maximum Concentration mg/l (24 Hour Flow) Proportional Composite Sample</u>	<u>Maximum Instantaneous Concentration (mg/l) Grab Sample</u>
Aluminum		
dissolved (AL)	3.00	6.0
Antimony (Sb)	0.50	1.0
Arsenic (As)	0.06	0.12
Barium (Ba)	2.50	5.0
Boron (B)	0.4	0.8
Cadmium (Cd)	0.004	0.008
Chromium Hex	0.06	0.12
Cobalt (Co)	0.03	0.06
Cooper (Cu)	0.16	0.32
Cyanide (CN)	0.03	0.06
Fluoride (F)	0.6	1.2
Iron (Fe)	3.0	6.0
Lead (Pb)	0.10	0.2
Manganese (Mn)	0.1	0.2
Mercury (Hg)	0.025	0.05
Nickel (Ni)	0.15	0.30
Pesticides and Herbicides	.001	.002
Phenols	1.00	2.0
Selenium (Se)	0.01	0.02
Silver (Ag)	0.05	0.1

Sulfide	25.0	40.0
Zinc (Zn)	0.3	0.6
Total Kjeldahl		
Nitrogen (TKN)	45.00	90.00
Oil and Grease	50.0	100.00
MBAS	5.00	10.0
BOD	*	
COD	*	
Suspended Solids	*	

\*Not to exceed the design capacity of treatment works  
BDL = Below Detectable Limits

(4) Federal categorical pretreatment standards. Upon the promulgation of the federal categorical pretreatment standards for a particular industrial subcategory, the federal standard, if more stringent than limitations imposed under this chapter for sources in that subcategory, shall immediately supersede the limitations imposed under this chapter. The superintendent shall notify all affected users of the applicable reporting requirements under 40 CFR, § 403.12.

(5) Right to establish more restrictive criteria. No statement in this chapter is intended or may be construed to prohibit the superintendent from establishing specific wastewater discharge criteria more restrictive where wastes are determined to be harmful or destructive to the facilities of the POTW or to create a public nuisance, or to cause the discharge of the POTW to violate effluent or stream quality standards, or to interfere with the use or handling of sludge, or to pass through the POTW resulting in a violation of the NPDES permit, or to exceed industrial pretreatment standards for discharge to municipal wastewater treatment systems as imposed or as may be imposed by the Tennessee Department of Health and/or the United States Environmental Protection Agency.

(6) Special agreements. Nothing in this section shall be construed so as to prevent any special agreement or arrangement between the town and any user of the wastewater treatment system whereby wastewater of unusual strength or character is accepted into the system and specially treated subject to any payments or user charges as may be applicable. The making of such special agreements or arrangements between the town and the user shall be strictly limited to the capability of the POTW to handle such wastes without interfering with unit operations or sludge use and handling or allowing the pass through of pollutants which would result in a violation of the NPDES permit. No special agreement or arrangement may be made without documentation by the industry of the use of good management practice in the reduction of wastewater volume and strength.

(7) Exceptions to discharge criteria. (a) Application for exception. Non-residential users of the POTW may apply for a temporary exception to the prohibited and restricted wastewater discharge criteria lists in subsections (1) and (2) above. Exceptions can be granted according to the following guidelines.

The superintendent shall allow applications for temporary exceptions at any time. However, the superintendent shall not accept an application if the applicant has submitted the same or substantially similar application within the preceding year and the same has been denied by the town.

All applications for an exception shall be in writing, and shall contain sufficient information for evaluation of each of the factors to be considered by the town in its review of the application.

(b) Conditions. All exceptions granted under this paragraph shall be temporary and subject to revocation at any time by the superintendent upon reasonable notice.

The user requesting the exception must demonstrate to the superintendent that he is making a concentrated and serious effort to maintain high standards of the operation control and housekeeping levels, etc., so that discharges to the POTW are being minimized. If negligence is found, permits will be subject to termination. The user requesting the exception must demonstrate that compliance with stated concentration and quantity standards is technically or economically infeasible and the discharge, if excepted, will not:

(i) Interfere with the normal collection and operation of the wastewater treatment system.

(ii) Limit the sludge management alternatives available and increase the cost of providing adequate sludge management.

(iii) Pass through the POTW in quantities and/or concentrations that would cause the POTW to violate its NPDES permit.

The user must show that the exception, if granted, will not cause the discharge to violate its in force federal pretreatment standards unless the exception is granted under the provisions of the applicable pretreatment regulations.

A surcharge shall be applied to any exception granted under subsections (7)(a) and (7)(b) above. These surcharges shall be applied for that concentration stipulated in this chapter based on the average daily flow of the user.

(c) Review of application by the superintendent. All applications for an exception shall be reviewed by the superintendent. If the application does not contain sufficient information for complete evaluation, the superintendent shall notify the applicant of the deficiencies and request additional information. The applicant shall have



thirty (30) days following notification by the superintendent to correct such deficiencies. This thirty (30) day period may be extended by the town upon application and for just cause shown. Upon receipt of the complete application, the superintendent shall evaluate same within thirty (30) days and shall submit his recommendations to the town at its next regularly scheduled meeting.

(d) Review of application by the town. The town shall review and evaluate all applications for exceptions and shall take into account the following factors:

(i) Whether or not the applicant is subject to a national pretreatment standard containing discharge limitations more stringent than those in § 18-107(7) and grant an exception only if such exception may be granted within limitations of applicable federal regulations;

(ii) Whether or not the exception would apply to discharge of a substance classified as a toxic substance under regulations promulgated by the Environmental Protection Agency under the provisions of section 307(a) of the Act (33 U.S.C. § 1317), and then grant an exception only if such exception may be granted within the limitations of applicable federal regulations;

(iii) Whether or not the granting of an exception would create conditions that would reduce the effectiveness of the treatment works taking into consideration the concentration of said pollutant in the treatment works' influent and the design capability of the treatment works;

(iv) The cost of pretreatment of other types of control techniques which would be necessary for the user to achieve effluent reduction, but prohibitive costs alone shall not be the basis for granting an exception;

(v) The age of equipment and industrial facilities involved to the extent that such factors affect the quality or quantity of wastewater discharge;

(vi) The process employed by the user and process changes available which would affect the quality or quantity of wastewater discharge; and

(vii) The engineering aspects of various types of pretreatment or other control techniques available to the user to improve the quality or quantity of wastewater discharge.

(8) Accidental discharges. (a) Protection from accidental discharge. All industrial users shall provide such facilities and institute such procedures as are reasonably necessary to prevent or minimize the potential for accidental discharge into the POTW of waste regulated by this chapter from liquid or raw material storage areas, from truck and rail car loading and unloading areas, from in-plant transfer or processing

and materials handling areas, and from diked areas or holding ponds of any waste regulated by this chapter. The wastewater discharge permit of any user who has a history of significant leaks, spills, or other accidental discharge of waste regulation by this chapter shall be subject on a case-by-case basis to a special permit condition or requirement for the construction of facilities establishment of procedures which will prevent or minimize the potential for such accidental discharge. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the user's expense. Detailed plans showing the facilities and operating procedures shall be submitted to the superintendent before the facility is constructed.

The review and approval of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility to provide the protection necessary to meet the requirements of this chapter.

(b) Notification of accidental discharge. Any person causing or suffering from any accidental discharge shall immediately notify the superintendent (or designated official) by the telephone to enable countermeasures to be taken by the superintendent to minimize damage to the POTW, the health and welfare of the public, and the environment.

This notification shall be followed, within five (5) days of the date of occurrence, by a detailed written statement describing the cause of the accidental discharge and the measures being taken to prevent future occurrence.

Such notification shall not relieve the user of liability for any expense, loss, or damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this chapter or state or federal law.

(c) Notice to employees. A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees whom to call in the event of a dangerous discharge. Employers shall ensure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure. (1996 Code, § 18-107, modified)

**18-108. Industrial user monitoring, inspection reports, records access, and safety.** (1) Monitoring facilities. The installation of a monitoring facility shall be required for all industrial users having wastes which receive pretreatment, are otherwise altered or regulated before discharge, or are unusually strong and thereby subject to a surcharge. Monitoring facility shall be a manhole or other suitable facility approved by the superintendent.

When, in the judgment of the superintendent, there is a significant difference in wastewater constituents and characteristics produced by different

operations of a single user, the superintendent may require that separate monitoring facilities be installed for each separate source of discharge.

Monitoring facilities that are required to be installed shall be constructed and maintained at the user's expense. The purpose of the facility is to enable inspection, sampling and flow measurement of wastewater produced by a user. If sampling or metering equipment is also required by the superintendent, it shall be provided and installed at the user's expense.

The monitoring facility will normally be required to be located on the user's premises outside of the building. The superintendent may, however, when such a location would be impractical or cause undue hardship on the user, allow the facility to be constructed in the public street right-of-way with the approval of the public agency having jurisdiction of that right-of-way and located so that it will not be obstructed by landscaping or parked vehicles.

There shall be ample room in or near such sampling manhole or facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling, and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

Whether constructed on public or private property, the monitoring facilities shall be constructed in accordance with superintendent's requirements and all applicable local agency construction standards and specifications. When, in the judgement of the superintendent, an existing user is notified in writing of the necessity of monitoring facilities, construction must be completed within one hundred eighty (180) days following written notification unless an extension is granted by the superintendent.

(2) Inspection and sampling. The town shall inspect the facilities of any user to ascertain whether the purpose of this chapter is being met and all requirements are being complied with. Persons or occupants of premises where wastewater is created or discharged shall allow the town or their representative ready access at all reasonable times to all parts of the premises for the purpose of inspection, sampling, records examination or in the performance of any of their duties. The town, approval authority and EPA shall have the right to set up on the user's property such devices as are necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a user has security measures in force which would require proper identification and clearance before entry into their premises, the user shall make necessary arrangements with their security guards so that upon presentation of suitable identification, personnel from the town, approval authority and EPA will be permitted to enter, without delay, for the purposes of performing their specific responsibility. The superintendent or his representatives shall have no authority to inquire into any manufacturing process beyond that point having a direct bearing on the level and sources of discharge to the sewers, waterways, or facilities for waste treatment.

(3) Compliance date report. Within one hundred eighty (180) days following the date for final compliance with applicable pretreatment standards

or, in the case of a new source, following commencement of the introduction of wastewater into the POTW, any user subject to pretreatment standards and requirements shall submit to the superintendent a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by pretreatment standards and requirements and the average and maximum daily flow for these process units in the user facility which are limited by such pretreatment standards or requirements. The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment is necessary to bring the user into compliance with the applicable pretreatment standards or requirements. This statement shall be signed by an authorized representative of the industrial user, and certified to by a qualified professional.

(4) Periodic compliance reports. (a) Any user subject to a pretreatment standard, after the compliance date of such pretreatment standard, or, in the case of a new source, after commencement of the discharge into the POTW, shall submit to the superintendent during the months of June and December, unless required more frequently in the pretreatment standard or by the superintendent, a report indicating the nature and concentration of pollutants in the effluent which are limited by such pretreatment standards. In addition, this report shall include a record of all daily flows which during the reporting period exceeded the average daily flow. At the discretion of the superintendent and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the superintendent may agree to alter the months during which the above reports are to be submitted.

(b) The superintendent may impose mass limitations on users where the imposition of mass limitations are appropriate. In such cases, the report required by subparagraph (a) of this subsection shall indicate the mass of pollutants regulated by pretreatment standards in the effluent of the user.

(c) The reports required by this section shall contain the results of sampling and analysis of the discharge including the flow and the nature and concentration, or production and mass where requested by the superintendent, of pollutants contained therein which are limited by the applicable pretreatment standards. The frequency of monitoring shall be prescribed in the wastewater discharge permit or the pretreatment standard. All analysis shall be performed in accordance with procedures established by the administrator pursuant to section 304(g) of the Act and contained in 40 CFR, part 136, and amendments thereto or with any other test procedures approved by the superintendent. Sampling shall be performed in accordance with techniques approved by the superintendent.

(5) Maintenance of records. Any industrial user subject to the reporting requirements established in this section shall maintain records of all

information resulting from any monitoring activities required by this section. Such records shall include for all samples:

- (a) The date, exact place, method, and time of sampling and the names of the persons taking the samples;
- (b) The dates analyses were performed;
- (c) Who performed the analyses;
- (d) The analytical techniques/methods used; and
- (e) The results of such analyses.

Any industrial user subject to the reporting requirement established in this section shall be required to retain for a minimum of three (3) years all records of monitoring activities and results (whether or not such monitoring activities are required by this section) and shall make such records available for inspection and copying by the superintendent, Director of the Division of Water Quality Control, Tennessee Department of Health or the Environmental Protection Agency. This period of retention shall be extended during the course of any unresolved litigation regarding the industrial user or when requested by the superintendent, the approval authority, or the Environmental Protection Agency.

(6) Safety. While performing the necessary work on private properties, the superintendent or duly authorized employees of the town shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the town employees, and the town shall indemnify the company against loss or damage to its property by town employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the monitoring and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions. (1996 Code, § 18-108)

**18-109. Enforcement and abatement.** (1) Issuance of cease and desist orders. When the superintendent finds that a discharge of wastewater has taken place in violation of prohibitions or limitations of this chapter, or the provisions of a wastewater discharge permit, the superintendent shall issue an order to cease and desist, and direct that these persons not complying with such prohibitions, limits requirements, or provisions to:

- (a) Comply forthwith;
- (b) Comply in accordance with a time schedule set forth by the superintendent;
- (c) Take appropriate remedial or preventive action in the event of a threatened violation; or
- (d) Surrender the applicable user's permit if ordered to do so after a show cause hearing.

Failure of the superintendent to issue a cease and desist order to a violating user shall not in any way relieve the user from any consequences of a wrongful or illegal discharge.

(2) Submission of time. When the superintendent finds that a discharge of wastewater has been taking place in violation of prohibitions or limitations prescribed in this chapter, or wastewater source control requirements, effluent limitations of pretreatment standards, or the provisions of a wastewater discharge permit, the superintendent shall require the user to submit for approval, with such modifications as it deems necessary, a detailed time schedule of specific actions which the user shall take in order to prevent or correct a violation of requirements. Such schedule shall be submitted to the superintendent within thirty (30) days of the issuance of the cease and desist order.

(3) Show cause hearing. (a) The town may order any user who causes or allows an unauthorized discharge to enter the POTW to show cause before the board of commissioners why the proposed enforcement action should not be taken. A notice shall be served on the user specifying the time and place of a hearing to be held by the board of commissioners regarding the violation, the reasons why the action is to be taken, the proposed enforcement action, and directing the user to show cause before the board of commissioners why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days before the hearing.

(b) The board of commissioners may itself conduct the hearing and take the evidence, or may designate any of its members or any officer or employee of the water and sewer department to:

(i) Issue in the name of the board of commissioners notice of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in such hearings;

(ii) Take the evidence; and

(iii) Transmit a report of the evidence and hearing, including transcripts and other evidence, together with recommendations to the board for action thereon.

(c) At any hearing held pursuant to this chapter, testimony taken must be under oath and recorded. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges thereof.

(d) After the board of commissioners has reviewed the evidence, it may issue an order to the user responsible for the discharge directing that, following a specified time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed on existing treatment facilities, and that these devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate may be issued.

(4) Legal action. If any person discharges sewage, industrial wastes, or other wastes into the town's wastewater disposal system contrary to the provisions of this chapter, federal or state pretreatment requirements, or any order of the town, the town attorney may commence an action for appropriate legal and/or equitable relief in the chancery court of this county.

(5) Emergency termination of service. In the event of an actual or threatened discharge to the POTW of any pollutant which in the opinion of the superintendent presents or may present an imminent and substantial endangerment to the health or welfare of persons, or cause interference with POTW, the superintendent or in his absence the person then in charge of the treatment works shall immediately notify the mayor of the nature of the emergency. The superintendent shall also attempt to notify the industrial user or other person causing the emergency and request their assistance in abating same. Following consultation with the aforementioned officials of the town or in their absence such elected officials of the town as may be available, the superintendent shall temporarily terminate the service of such user or users as are necessary to abate the condition when such action appears reasonably necessary. Such service shall be restored by the superintendent as soon as the emergency situation has been abated or corrected.

(6) Public nuisance. Discharges or wastewater in any manner in violation of this chapter or of any order issued by the superintendent as authorized by this chapter, is hereby declared a public nuisance and shall be corrected or abated as directed by the superintendent. Any person creating a public nuisance shall be subject to the provisions of the town code or ordinances governing such nuisance.

(7) Correction of violation and collection of costs. In order to enforce the provisions of this chapter, the superintendent shall correct any violation hereof. The cost of such correction shall be added to any sewer service charge payable by the person violating this chapter or the owner or tenant of the property upon which the violation occurs, and the town shall have such remedies for the collection of such costs as it has for the collection of sewer service charges.

(8) Damage to facilities. When a discharge of wastes causes an obstruction, damage, or any other physical or operational impairment to facilities, the superintendent shall assess a charge against the user for the work required to clean or repair the facility and add such charge to the user's sewer service charge.

(9) Civil liabilities. Any person or user who intentionally or negligently violates any provision of this chapter, requirements, or conditions set forth in a permit duly issued, or who discharges wastewater which causes pollution or violates any cease and desist order, prohibition, effluent limitation, national standard or performance, pretreatment, or toxicity standard, shall be liable civilly.

The Town of Kingston Springs shall sue for such damage in any court of competent jurisdiction. In determining the damages, the court shall take into consideration all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the nature and persistence of the violation, the length of time over which the violation occurs, and the correcting action, if any. (1996 Code, § 18-109)

**18-110. Fees and billing.** (1) Purpose. It is the purpose of this chapter to provide for the equitable recovery of costs from user's of the town's wastewater treatment system including costs of operation, maintenance, administration, bond service costs, capital improvements, depreciation, and equitable cost recovery of EPA administered federal wastewater grants.

(2) Types of charges and fees. The charges and fees as established in the town's schedule of charges and fees, may include, but are not limited to:

- (a) Inspection fee and tapping fee;
- (b) Fees for applications for discharge;
- (c) Sewer use charges;
- (d) Surcharge fees;
- (e) Industrial wastewater discharge permit fees;
- (f) Fees for industrial discharge monitoring; and
- (g) Other fees as the town may deem necessary to carry out the

requirements of this chapter.

(3) Fees for applications for discharge. Upon completion of a customer application and service agreement form requesting to obtain wastewater treatment facilities services from the municipality for residential or commercial users, the prospective user must pay the town an application and service fee. The application fee to be paid by a user is an application and service fee and is not a security deposit and is not refundable. Such application and service fee shall be set and established by the board of commissioners in Appendix A to the Town of Kingston Springs Municipal Code, as amended by the board of commissioners from time to time. If, for any reason, a customer does not take the service by reason of not occupying the premises to be served, or otherwise, said fee shall be forfeited. The receipt of a prospective customer's application for service shall not obligate the town to render the service applied for. If the service applied for cannot be supplied by the municipality, the liability of the municipality to the applicant for such service shall be limited to a refund of any portion of the privilege fees, as applicable in § 18-113. Should a user have a lapse of service for a period of more than thirty (30) days because of non-payment of a billing, said user shall reapply for service, as aforesaid, including payment of another application and service fee.

(4) Inspection fee and tapping fee. An inspection fee and tapping fee for a building sewer installation shall be paid to the town's sewer department at the time the application is filed. Fees shall cover the costs of inspecting new and/or existing plumbing within subject building establishments as well as



inspection of building sewers, property sewers, and sewer service lines and connections to the public sewers. The inspection fee and tapping fee due from the applicant shall be set and established by the board of commissioners in Appendix A to the Town of Kingston Springs Municipal Code, as amended by the board of commissioners from time to time.

(5) Sewer user charges. (a) Classification of users. Users of the wastewater system shall be classified into two (2) general classes or categories depending upon the users' contribution of wastewater loads; each class user being identified as follows:

(i) Class I: Those users whose average biochemical oxygen demand is one hundred forty milligrams per liter (140 mg/l) by weight or less, and whose suspended solids discharge is one hundred milligrams per liter (100 mg/l) by weight or less. This class of users discharge wastewater into the same diameter sewage collection system which has received primary treatment in a septic tank and is therefore deemed compatible with the small diameter collection system.

(ii) Class II: Those users whose average biochemical oxygen demand exceeds one hundred forty milligrams per liter concentration (140 mg/l) by weight and whose suspended solids exceeds one hundred milligrams per liter concentration (100 mg/l). Class II users discharge wastewater into the small diameter sewage collection system which has not received adequate primary treatment in a septic tank or by other means and is therefore deemed incompatible with the small diameter collection system. This class of user is discouraged and in most areas cannot be served by the small diameter collection system without significant additional transportation costs to be borne by the user.

(b) Determination of costs. The board of commissioners shall establish monthly rates and charges for the use of the wastewater system and for the services supplied by the wastewater system. Said charges shall be based upon the cost categories of administration costs, including billing and accounting costs; operation and maintenance costs of the wastewater collection and treatment system; and debt service costs. Depreciation of the treatment system shall be included as an expense item in determining user fees. The sewer system revenue (user fees) must be increased to offset operating expenses and avoid annual net income losses.

(i) All users who fall under Class I shall pay a single unit charge expressed as dollars per one thousand (1,000) gallons of water purchased (\$/1,000 gallons) with the unit charge being determined in accordance with the following formula:

$$C_i = \text{T.S.C.}$$

$$V_t$$

Where;

- $C_i$  = the Class I total unit cost in \$/1,000 gallons.  
 T.S.C. = the total operation and maintenance, administration, and debt service determined by yearly budget projections.  
 $V_t$  = the total volume of wastewater contribution from all users per year as determined from projections from one town fiscal year to the next.

(ii) All users who fall within the Class II classification shall pay the same base unit charge per one thousand (1,000) gallons of water purchased as for the Class I users and in addition shall pay surcharge rate on the excessive amounts of biochemical oxygen demand and suspended solids in direct proportion to the actual discharge quantities.

(iii) The volume of water purchased which is used in the calculation of sewer use charges may be adjusted by the superintendent if a user purchases a significant volume of water for a consumptive use and does not discharge it to the public sewers (i.e., filling swimming pools, industrial heating, and humidifying equipment, etc.). The user shall be responsible for documenting the quality of waste discharge to the public sewer.

(iv) When either or both the total suspended solids or biochemical oxygen demand quantities discharged into the treatment works is in excess of those described in § 18-111(5)(a), above, thus being classified as Class II users, the following formula shall be used to compute the appropriate user charge:

$$C_u = V_c V_u + B_c B_u + S_c S_u$$

Where;

- $C_u$  = Total user charge per unit of time.  
 $V_c$  = Total cost for transportation and treatment of a unit of wastewater volume.  
 $V_u$  = Volume contribution per unit of time.  
 $B_c$  = Total cost for treatment of a unit of biochemical oxygen demand (BOD).  
 $B_u$  = Total BOD contribution for a user per unit of time.

$S_c$  = Total cost of treatment of a unit of suspended solids.

$S_u$  = Total suspended solids contribution from a user per unit of time.

(6) Surcharge fees. If it is determined by the town that the discharge of other loading parameters or wastewater substances are creating excessive operation and maintenance costs within the wastewater system, whether collection or treatment, then the monetary effect of such a parameter or parameters shall be borne by the discharge of such parameters in proportion to the amount of discharge.

(7) Industrial wastewater discharge permit fees. A fee may be charged for the issuance of an industrial wastewater discharge permit in accordance with § 18-106 of this chapter. Such fee shall be set and established by the board of commissioners in Appendix A to the Town of Kingston Springs Municipal Code, as amended by the board of commissioners from time to time.

(8) Fees for industrial discharge monitoring. Fees may be collected from industrial users having pretreatment or other discharge requirements to compensate the town for the necessary compliance monitoring and other administrative duties of the pretreatment program.

(9) Billing. The billing for normal domestic wastewater services shall consist of monthly billing in accordance with the rates specified by the town, subject to net and gross rates.

(10) Review of sewer fees. (a) All sewer fees and charges pertaining to the wastewater treatment facility shall be reviewed no less than every other year from and after the date the system becomes operational.

(b) The town shall annually notify all customers of the wastewater treatment facilities that a portion or percentage of the sewer fee charges by the Town of Kingston Springs are allocated for the operation and maintenance of the wastewater treatment facilities. (1996 Code, § 18-111, as amended by Ord. #21-001, Feb. 2021)

**18-111. Design charges for developments served by wastewater treatment facilities.** Project developers/owners of any proposed development, be it a subdivision, planned unit development or site plan served by the town's wastewater treatment facility, shall be responsible for the payment of all design charges for any particular project, as well as the charges for sewage system plans and drawings, charges for plan review and/or related project site inspections that are incurred by the town's designated consulting engineer and/or his appointed designee. (1996 Code, § 18-112)

**18-112. Privilege fees for those served by the town's wastewater treatment facility.** (1) Those persons, businesses and entities which have not heretofore contractually agreed to connect to the town's wastewater treatment

facility or for those persons, businesses or other entities which will hereafter be served and required to connect to the town's wastewater treatment facility shall pay the following privilege fees to the Town of Kingston Springs for the right to connect to the wastewater treatment system:

(a) Residential users, single-family dwellings utilizing a singular septic tank shall pay the sum of one dollar (\$1.00) per gallon of the capacity of the tank to be installed, as shall be determined by the superintendent and building official, but not less than the sum of one thousand dollars (\$1,000.00). Any residence having more than three (3) bedrooms shall require a septic tank greater than a one thousand (1,000) gallon minimum size tank.

(b) All other users, including commercial users, shall pay the sum of two dollars (\$2.00) per gallon of the capacity of the tank to be installed, as shall be determined by the superintendent, but not less than the sum of two thousand dollars (\$2,000.00).

(2) The aforementioned privilege fees represent only the right or privilege extended to connect to said wastewater treatment facility system for each user.

(3) The building inspector for the Town of Kingston Springs shall not issue a building permit until such time as the applicant shall evidence a paid receipt(s) for the sewer privilege fee required by this chapter. (1996 Code, § 18-113)

**18-113. User rates for those persons utilizing the town's wastewater treatment facilities.** User rates of the town shall be adopted by resolution.<sup>1</sup> (1996 Code, § 18-114)

**18-114. Validity.** This chapter and its provisions shall be valid for all service areas, regions, and sewage works under the jurisdiction of the Town of Kingston Springs, Tennessee. (1996 Code, § 18-115)

**18-115. Violations and penalty.** (1) **Civil penalties.** Any user who is found to have violated an order of the board of commissioners who willfully or negligently failed to comply with any provision of this chapter, and the order, rules, regulations and permits issued hereunder, shall be fined not less than fifty dollars (\$50.00) for each offense. Each day of which a violation shall occur or continues shall be deemed a separate and distinct offense. In addition to the penalties provided herein, the town may recover reasonable attorney's fees, court costs, court reporters' fees and other expenses of litigation by appropriate suit at law against the person found to have violated this chapter or the orders, rules, regulations, and permits issued hereunder.

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<sup>1</sup>Resolutions are of record in the office of the town recorder.

(2) Falsifying information. Any person who knowingly makes any false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this chapter, or wastewater discharge permit, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter, shall, upon conviction be punished by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment for not more than six (6) months, or by both. (1996 Code, § 18-110)

# Acorn Court Pump Station Construction Bid Summary

Bids for the construction of the Acorn Court Pump station were opened Friday, February 10, 2023. Initial project estimate from October 2021 was \$497,000.00

## CONSTRUCTION BIDS RECEIVED:

- \$941,378.00 – Contracting Services, Culleoha, TN
- \$2,735,000.00 – Norris Brothers Excavating, Crossville, TN

## ENGINEERING COMMENTS:

Here are some facts about the acorn court pump station, and why you would expect it to be the most expensive of all of the Town's Pump Stations:

- The pump station is designed to flow 250 GPM at 67 psi.
- Of the 790 properties with sewer availability, 366 are served by the Acorn Court Pump Station.
- Acorn Court also has a higher pressure than any of the other stations. The next highest pressure pump station over 20 GPM is the elementary school pump station which only pumps at 50psi. In the original system design this station had the highest horsepower pumps.
- The pump station is in the flood plain, so there are added costs involved with building the pump station to be flood resistant.
- Since this pump station is in someone's back yard, an effort was made to make the station aesthetically pleasing. Composite fencing was selected over wood, or chain link for its low maintenance properties.
- This bid request was sent to hundreds of contractors and advertised in the newspaper, and we still only received two bids. A project this size normally has a minimum of 5-10 bidders and is normally more competitive.
- There is so much work available right now that most contractors aren't as concerned with getting work, so not as many contractors are bidding. When they do bid the contractor bid prices we're seeing are higher than normal because they have enough work already.

## OPTIONS:

- **Rebid:** The Town has the option to reject all bids received and rebid the project. However, as noted above, this initial bid request was sent to a large number of contractors and we only received two bids, and there is not a reason to believe the project would be considered by additional contractors if it was rebid. With this in mind, as well as the additional project delay that would result from rebidding this is not a recommended option.
- **Approve Lowest Bid:** While the lowest bid from Contracting Services at \$941,378.00 is much higher than anticipated, funds for this project are currently available and it is staff's recommendation to accept this bid.

**FUNDING:**

- \$150,000.00 – Insurance settlement from Public Entity Partners (received)
- \$213,634.80 – Obligated FEMA Disaster Funding (obligated has not been received)
- \$363,634.00 – TOTAL**

**ADDITIONAL FUNDING:**

- \$809,365.00 – ARP Grant Funding (received)
- \$772,551.19 – KS Sewer Department Depreciation Fund.

In addition to the above, I have submitted a request to FEMA via TEMA for additional disaster funding of \$700,000.00 due to the revised pump station costs resulting from the bids received (request letter attached).

The balance of needed funding after the initial insurance and FEMA funding is \$577,743.20. Staff recommendation is for this \$577,743.00 be taken from the ARP grant funding the town has received. ARP grant funding was initially distributed to be used specifically for water, stormwater, and wastewater infrastructure improvements and this project fits those parameters.

As a side note, potential TDEC Grant funds of \$701,132.10 obligated to the Town of Kingston Springs are not mentioned as a potential funding option here as use of these funds for other projects (sewer line location and repair) has already been submitted to TDEC. In addition, our receipt of funds from insurance and FEMA toward this project would complicate the grant request process.

**SUMMARY:**

As mentioned, it is staff's recommendation to accept the Contracting Services bid of \$941,378.00 with funding to comprise of \$150,000.00 – Insurance settlement from Public Entity Partners, \$213,634.80 – Obligated FEMA Disaster Funding, and \$577,743.00 from ARP grant funding. We will know of any additional monies obligated by FEMA prior to project start and will make adjustments to funding sources if necessary.

# BID: CONTRACTING SERVICES, INC.

Bidder agrees to perform all the **Town of Kingston Springs Acorn Court Pump Station** work described in the contract documents, specifications, and as shown on the plans, including, but not limited to construction of:

1. Site Preparation
2. Construction of pump station,
3. Construction of elevated operators' station,
4. Piping Connections,
5. Electrical Connections, and
6. Other work which could be considered incidental to completion of the project.

Bidder agrees to perform all the Town of Kingston Springs Acorn Court Pump Station work described in the contract documents, specifications, and as shown on the plans for the following lump sum:

LUMP SUM CONTRACT PRICE

\$ 941,378.00  
(numbers)

Nine hundred thirty eight  
(use words)

one thousand Three hundred & Seventy Eight Dollars  
(use words, cont.)

## 2. Schedule B: Equipment or Materials to be Furnished

Contractor is required to fill in the items below in order to indicate the manufacturer of equipment or materials being proposed. The following Manufacturers of Specified Equipment have been named in the Technical Specifications or by Addendum as equal Base Bid suppliers for this Project. Bidders shall use the preferred price of the manufacturer chosen to determine his overall bid. Each Bidder shall circle the name of the manufacturer chosen in preparation of Bid.



BIDDER hereby submits this Bid as set forth above:

Bidder:

Contracting Services Inc  
(typed or printed name of organization)

By:

Wayne Haynes  
(individual's signature)

Name:

Wayne Haynes  
(typed or printed)

Title:

President  
(typed or printed)

Date:

2-2-10-23  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

  
(individual's signature)

Name:

Karen Haynes  
(typed or printed)

Title:

Sec.  
(typed or printed)

Date:

2-10-23  
(typed or printed)

Address for giving notices:

2267 Baptist Church Rd  
Culleoka TN 38451

Bidder's Contact:

Name:

Wayne Haynes  
(typed or printed)

Title:

President  
(typed or printed)

Phone:

931-446-0984

Email:

contracting77@msn.com

Address:

2267 Baptist Church Rd  
Culleoka TN 38451

Bidder's Contractor License No.: (if applicable)

45857

**CERTIFICATION OF COMPLIANCE WITH  
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

**Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Wayne Haynes President  
Printed Respondent Name Printed Name of Authorized Official

Wayne Haynes  
Signature of Authorized Official

STATE OF TN

COUNTY OF Mary

Before me personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 26th day of January, 2023  
Lauren Lovell  
Notary Public

My commission expires: 6/25/25



**STATEMENT OF COMPLIANCE CERTIFICATE  
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

The is to certify that Contracting Services Inc  
have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter No. 878.

Signed: Wayne Haynes

STATE OF TN  
COUNTY OF Mauv

Personally appeared before me, Lauren Lovett the undersigned Notary Public, Wayne Haynes, the within named bargainor, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the Contracting Services, Inc. Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this 26<sup>th</sup> day of January, 2023.

Lauren Lovett

Notary Public

My commission expires: 6/25/25



**NON-BOYCOTT OF ISRAEL CERTIFICATION**

In its 2022 session, the General Assembly enacted Public Chapter 775 (the Act) which prohibits a public entity from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. This certification must be included in any agreement with a contractor when the total potential value of the agreement is \$250,000 or greater or when the contractor has 10 or more employees.

Boycott of Israel means "engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- (A) In compliance with, or adherence to, calls for a boycott of Israel; or
- (B) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason.

The effective date of this Act is July 1, 2022. Therefore, any agreement dated July 2, 2022, or later which is covered by the Act must have this written certification in it. The penalty for failing to have this written certification in the agreement is harsh. The Act provides that a covered agreement which does not have this written certification is void.

**CERTIFICATION:**

The Contractor certified that is it not currently engaged in, and covenants that it will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119.

Wayne Haynes  
 Printed Respondent Name Printed Name of Authorized Official

Wayne Haynes  
 Signature of Authorized Official

President  
 Title

2-10-23  
 Date

**DRUG FREE WORKPLACE AFFIDAVIT**

STATE OF Tn  
COUNTY OF Maury

The undersigned, principal officer of Contracting Services Inc, the Contractor, an employer of five or more employees contracting with Kingstone Springs, the Owner, to provide construction services, hereby states under oath as follows:

- 1. The undersigned is a principal officer of the Contractor and is duly authorized to execute this Affidavit on behalf of the Contractor.
- 2. The Contractor submits this Affidavit pursuant to Tennessee Code Annotated (TCA) § 50-9-113, which requires each employer with five or more employees receiving pay who contracts with the state to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with TCA Title 50, Chapter 9.
- 3. The Company is in compliance with TCA § 50-9-113.

Further affiant stateth not.

Wayne Haynes  
Principal Officer

STATE OF Tn  
COUNTY OF Maury

Before me personally appeared Wayne Haynes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 26th day of January, 2023

Lauren Lovett  
Notary Public

My commission expires: 6/25/25



END OF AFFIDAVIT

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Contracting Services, Inc. Address ( <i>principal place of business</i> ): 2267 Baptist Church Road Culleoka, Tennessee 38451	<b>Surety</b> Name: Westfield Insurance Company Address ( <i>principal place of business</i> ): One Park Circle Westfield Center, Ohio 44251
<b>Owner</b> Name: <b>Town of Kingston Springs</b> Address ( <i>principal place of business</i> ): <b>396 Springs Street, Kingston Springs, TN 37082</b>	<b>Bid</b> Project ( <i>name and location</i> ): <b>Acorn Court Pump Station</b>  Bid Due Date: February 10, 2023
<b>Bond</b> Penal Sum: Five Percent of the Total Amount Bid (5% of the Total Amount Bid) Date of Bond: February 10, 2023 Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> Contracting Services, Inc. <small>(Full formal name of Bidder)</small>	<b>Surety</b> Westfield Insurance Company <small>(Full formal name of Surety) (corporate seal)</small>
By: <u>Wayne Haynes</u> <small>(Signature)</small>	By: <u>Pamela D. Puskarich</u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Wayne Haynes</u> <small>(Printed or typed)</small>	Name: <u>Pamela D. Puskarich</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>[Signature]</u> <small>(Signature)</small>	Attest: <u>Gregory Bennett</u> <small>(Signature)</small>
Name: <u>Karen Haynes</u> <small>(Printed or typed)</small>	Name: <u>Gregory Bennett</u> <small>(Printed or typed)</small>
Title: <u>Sec</u>	Title: <u>Account Manager</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/01/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4110812 07

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JAMES L. NOE, III, STEPHANIE RICHARDSON, ANDREW C. BENNETT, DE DRE KITTREDGE, CRAIG M. WHITLOW, PAMELA D. PUSKARICH, JOINTLY OR SEVERALLY

of FRANKLIN and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of MARCH A.D., 2017.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 01st day of MARCH A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of February A.D. 2023



Frank A Carrino Secretary

Frank A. Carrino, Secretary



# BID: NORRIS BROTHERS EXCAVATING

Bidder agrees to perform all the Town of Kingston Springs Acorn Court Pump Station work described in the contract documents, specifications, and as shown on the plans, including, but not limited to construction of:

1. Site Preparation
2. Construction of pump station,
3. Construction of elevated operators' station,
4. Piping Connections,
5. Electrical Connections, and
6. Other work which could be considered incidental to completion of the project.

Bidder agrees to perform all the Town of Kingston Springs Acorn Court Pump Station work described in the contract documents, specifications, and as shown on the plans for the following lump sum:

LUMP SUM CONTRACT PRICE \$2,735,000.<sup>00</sup> two million seven  
(numbers) (use words)  
hundred thirty five thousand dollars + zero  
(use words, cont.) Cents

## 2. Schedule B: Equipment or Materials to be Furnished

Contractor is required to fill in the items below in order to indicate the manufacturer of equipment or materials being proposed. The following Manufacturers of Specified Equipment have been named in the Technical Specifications or by Addendum as equal Base Bid suppliers for this Project. Bidders shall use the preferred price of the manufacturer chosen to determine his overall bid. Each Bidder shall circle the name of the manufacturer chosen in preparation of Bid.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Norris Brothers Excavating LLC  
(typed or printed name of organization)

By:

*JN*

(individual's signature)

Name:

Jacob Norris

(typed or printed)

Title:

President

(typed or printed)

Date:

2/8/2023

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

*Kellye Harthun*

(individual's signature)

Name:

Kellye Harthun

(typed or printed)

Title:

Contract Manager

(typed or printed)

Date:

2/8/23

(typed or printed)

Address for giving notices:

22 Northside Lane  
Crossville, TN 38571

Bidder's Contact:

Name:

Jacob Norris

(typed or printed)

Title:

President

(typed or printed)

Phone:

931-277-5665

Email:

norrisbrosexcavating@hotmail.com

Address:

22 Northside Lane  
Crossville, TN  
38571

Bidder's Contractor License No.: (if applicable)

48700

**CERTIFICATION OF COMPLIANCE WITH  
THE IRAN DIVESTMENT ACT**

Effective July 1, 2016, this form must be submitted for any contract that is subject to the Iran Divestment Act, Tenn. Code Ann. § 12-12-101, et seq., ("Act"). This form must be submitted with any bid or proposal regardless of where the principal place of business is located.

Pursuant to the Act, this certification must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization, or other business organization that is contracting with a political subdivision of the State of Tennessee.

**Certification Requirements.**

No state agency or local government shall enter into any contract subject to the Act, or amend or renew any such contract with any bidder/contractor who is found ineligible under the Act.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Notary Public or a person authorized to take an oath in another state.

**CERTIFICATION:**

I, the undersigned, certify that by submission of this bid, each bidder and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or contract each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

Respondent represents it has the full power, knowledge, and authority to make this Certification and that the signatory signing this Certification on behalf of bidder/contractor has been duly authorized to do so on behalf of the bidder/contractor.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Jacob Norris  
Printed Respondent Name Printed Name of Authorized Official

[Signature]  
Signature of Authorized Official

STATE OF Tennessee

COUNTY OF Cumberland

Before me personally appeared Jacob Norris, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 8 day of February, 2023.

Kellye J. Hartman  
Notary Public

My commission expires: Aug 7, 2024




**STATEMENT OF COMPLIANCE CERTIFICATE  
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

The is to certify that Norris Brothers Excavating LLC  
have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate  
Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I,  
attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of Chapter No. 878.

Signed: 

STATE OF Tennessee  
COUNTY OF Cumberland

Personally appeared before me, Kellye J Hartman the undersigned Notary  
Public, Jacob Norris, the within named bargainer, with whom  
I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable)  
of the Norris Brothers Excavating LLC, Corporation,  
Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the  
foregoing document for the purposes recited therein.

Witness my hand, at office, this 8 day of Feb, 2023.

  
Notary Public

My commission expires: Aug 7, 2024



**NON-BOYCOTT OF ISRAEL CERTIFICATION**

In its 2022 session, the General Assembly enacted Public Chapter 775 (the Act) which prohibits a public entity from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. This certification must be included in any agreement with a contractor when the total potential value of the agreement is \$250,000 or greater or when the contractor has 10 or more employees.

Boycott of Israel means “engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- (A) In compliance with, or adherence to, calls for a boycott of Israel; or
- (B) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason.

The effective date of this Act is July 1, 2022. Therefore, any agreement dated July 2, 2022, or later which is covered by the Act must have this written certification in it. The penalty for failing to have this written certification in the agreement is harsh. The Act provides that a covered agreement which does not have this written certification is void.

**CERTIFICATION:**

The Contractor certified that is it not currently engaged in, and covenants that it will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119.

Jacob Norris

Printed Respondent Name Printed Name of Authorized Official

J

Signature of Authorized Official

President

Title

2/8/23

Date

**DRUG FREE WORKPLACE AFFIDAVIT**

STATE OF Tennessee  
COUNTY OF Cumberland

The undersigned, principal officer of Norris Brothers Excavating LLC, the Contractor, an employer of five or more employees contracting with Town of Kingston Springs, the Owner, to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of the Contractor and is duly authorized to execute this Affidavit on behalf of the Contractor.
2. The Contractor submits this Affidavit pursuant to Tennessee Code Annotated (TCA) § 50-9-113, which requires each employer with five or more employees receiving pay who contracts with the state to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with TCA Title 50, Chapter 9.
3. The Company is in compliance with TCA § 50-9-113.

Further affiant stateth not.

[Signature]  
Principal Officer

STATE OF Tennessee  
COUNTY OF Cumberland

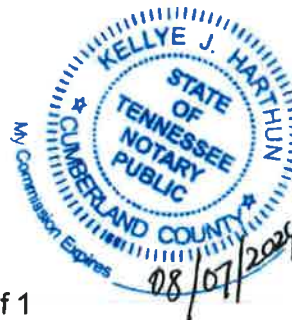
Before me personally appeared Jacob Norris, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this 8 day of February, 2023





[Signature]  
Notary Public

My commission expires: Aug 7, 2024

END OF AFFIDAVIT



## BID BOND (PENAL SUM FORM)

<b>Bidder</b> <b>Name:</b> Norris Bros. Excavating, LLC <b>Address (principal place of business):</b> 22 Northside Lane Crossville, TN 38571	<b>Surety</b> <b>Name:</b> Atlantic Specialty Insurance Company <b>Address (principal place of business):</b> 605 Highway 169 North, Suite 800 Plymouth, MN 55441
<b>Owner</b> <b>Name:</b> Town of Kingston Springs <b>Address (principal place of business):</b> 396 Springs Street, Kingston Springs, TN 37082	<b>Bid</b> <b>Project (name and location):</b> Acorn Court Pump Station  <b>Bid Due Date:</b> February 10, 2022
<b>Bond</b> <b>Penal Sum:</b> five percent (5%) of the total amount bid <b>Date of Bond:</b> February 10, 2022	
Surety and Bidder, Intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> Norris Bros. Excavating, LLC <i>(Full formal name of Bidder)</i>	<b>Surety</b> Atlantic Specialty Insurance Company <i>(Full formal name of Surety) (corporate seal)</i>
<b>By:</b>  _____ <i>(Signature)</i>	<b>By:</b>  _____ <i>(Signature) (Attach Power of Attorney)</i>
<b>Name:</b> <u>Jacob Norris</u> <i>(Printed or typed)</i>	<b>Name:</b> <u>Tammy Masterson</u> <i>(Printed or typed)</i>
<b>Title:</b> <u>President</u>	<b>Title:</b> <u>Attorney-in-Fact</u>
<b>Attest:</b>  _____ <i>(Signature)</i>	<b>Attest:</b>  _____ <i>(Signature)</i>
<b>Name:</b> <u>Kellye J Harthun</u> <i>(Printed or typed)</i>	<b>Name:</b> <u>Sandra Bevil</u> <i>(Printed or typed)</i>
<b>Title:</b> <u>Contract Manager</u>	<b>Title:</b> <u>Witness</u>
<b>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</b>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Stella Adams, G. Dale Derr, Tammy Masterson, Mark Nelson, Nancy Nemecek, Randal T. Noah, Liz Ohl, Katie Rose, Tiffany Gobich, Evan R. Derr, Audria Coleman, Kelsey Becker, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

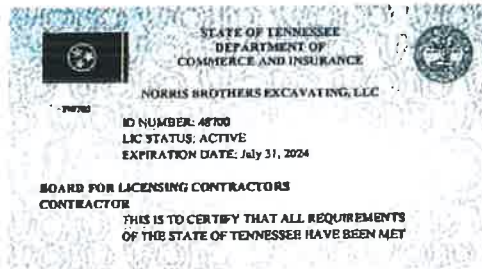
I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 10th day of February, 2023.

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*  
Kara Barrow, Secretary



NORRIS BROTHERS EXCAVATING, LLC  
22 Northside Lane  
CROSSVILLE, TN 38571



FILED

State of Tennessee



Department of State  
Corporate Filings  
312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, TN 37243

ARTICLES OF ORGANIZATION  
(LIMITED LIABILITY COMPANY)

(For use on or after 7/1/2006)

STATE For Office Use Only

2008 FEB 26 AM 9:17

KILEY DARNELL  
SECRETARY OF STATE

The Articles of Organization presented herein are adopted in accordance with the provisions of the Tennessee Revised Limited Liability Company Act.

1. The name of the Limited Liability Company is: NORRIS BROS. EXCAVATING, LLC

(NOTE: Pursuant to the provisions of TCA §48-249-106, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:

Justin L. Norris

(Name)

107 Rodgers Road

(Street address)

Cumberland

(County)

Crossville

(City)

TN 38572

(State/Zip Code)

3. The Limited Liability Company will be: (NOTE: PLEASE MARK APPLICABLE BOX)

Member Managed

Manager Managed

Director Managed

4. Number of Members at the date of filing, if more than six (6): \_\_\_\_\_

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is: (Not to exceed 90 days)

Date: \_\_\_\_\_, \_\_\_\_\_ Time: \_\_\_\_\_

6. The complete address of the Limited Liability Company's principal executive office is:

107 Rodgers Road

(Street Address)

Crossville

(City)

TN 38572

(State/County/Zip Code)

7. Period of Duration if not perpetual: \_\_\_\_\_

8. Other Provisions:

9. THIS COMPANY IS A NONPROFIT LIMITED LIABILITY COMPANY (Check if applicable)

2/22/08

Signature Date

[Signature]  
Signature

Justin L. Norris

Name (printed or typed)

Signer's Capacity (if other than individual capacity)

100  
100  
100  
100  
100  
100

B.S.B+f

NUMBER  
2

UNIT  
508

ORGANIZED UNDER THE LAWS OF THE STATE OF TENNESSEE



# NORRIS BROS. EXCAVATING, LLC

Authorized to issue Units of Membership Interest

*The Unit(s) that*

Jacob W. Norris

Fifty (50%) Percent Membership Interest

is the owner of

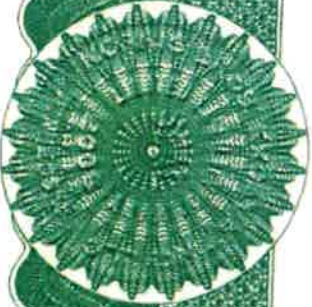
~~XXXXX~~ of the above

Limited Liability Company transferable only on the books of the Limited Liability Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. Transfer of these Units is subject to restrictions in the Operating Agreement/Company Agreement/Regulations for this Limited Liability Company. The Company will furnish without charge to each Unit holder who so requests, the powers, designations, preferences and relative participation rights of Unit holders and the qualifications, limitations or restrictions of such rights. In Witness Whereof, the said Limited Liability Company has caused this Certificate to be signed by its duly authorized Member(s)/Manager(s) and to be sealed with the Seal of the Limited Liability Company.

Dated 3-5-08

MEMBER-MANAGER

MEMBER-MANAGER





ORGANIZED UNDER THE LAWS OF THE STATE OF TENNESSEE

# NORRIS BROS. EXCAVATING, LLC

Authorized to issue Units of Membership Interest

*Five* **Units** that

Justin L. Norris

Fifty (50%) percent Membership Interest

is the owner of

*Limited Liability Company transferable only on the books of the Limited Liability Company by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed. Transfer of these Units is subject to restrictions in the Operating Agreement/Company Agreement/Regulations for this Limited Liability Company.*

*The Company will furnish without charge to each Unit holder who so requests, the powers, designations, preferences and relative participation rights of Unit holders and the qualifications, limitations or restrictions of such rights.*

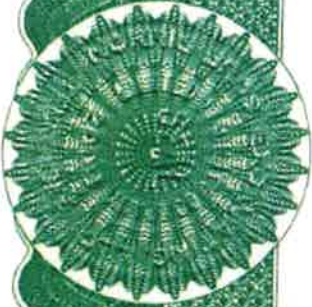
*In Witness Whereof, the said Limited Liability Company has caused this Certificate to be signed by its duly authorized Member(s)/Manager(s) and to be sealed with the Seal of the Limited Liability Company.*

Dated

3-5-08

MEMBER-MANAGER

MEMBER-MANAGER





February 15, 2023

Town of Kingston Springs  
Tony Gross, Mayor  
PO Box 256  
Kingston Springs, TN 37082

Dear Mayor Gross:

Subject: Acorn Court Pump Station  
Recommendation of Award  
CEC Project 314-002 0003

On Friday, February 10, 2023 at 3:30 pm, local time, two (2) separate, sealed bids were received for the Acorn Court Pump Station. Both bidders complied with the requirements of the TN Board for Licensing Contractors, and both bids were opened and read aloud publicly. The Bid results are summarized below:

Norris Brothers Excavating  
Crossville, TN  
TN Lic #48700  
**Base Bid: \$2,735,000.00**

Contracting Services, Inc.  
Culleoka, TN  
TN Lic #45857  
**Base Bid: \$941,378.00**

Civil & Environmental Consultants, Inc. (CEC) has checked both bids and the low bidder, with a Base Bid of \$941,378.00, is Contracting Services, Inc. CEC has determined the bid from Contracting Services, Inc. to be fair and reasonable.

CEC employees have worked with Contracting Services, Inc. on previous projects and believes they are capable of completing the work in accordance with the plans and specifications. CEC recommends award to Contracting Services, Inc. in the amount of \$941,378.00.

Please call if you have any questions.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Peter Chimera, P.E.  
Project Manager



February 13, 2023

Federal Emergency Management Agency (FEMA)

Request for Additional Funding – Town of Kingston Springs, Tennessee  
Construction of Acorn Court Wastewater Pump Station  
Disaster: 4601      PA ID: 021-UB4QG-00      PW: 001310

In October 2021 the Town of Kingston Springs, Tennessee submitted probable costs of \$383,500.00 for replacing a flood damaged wastewater pump station at Acorn Court. With adjustments made for the town receiving insurance funds, in June of 2022, FEMA obligated \$237,372.00 with the actual 90% funding approved at \$213,634.80 for this project.

Construction bids for this referenced project were opened on February 10, 2023. The bids received for this project were much greater than anticipated with the lowest construction bid received at \$941,378.00. This lowest bid is \$557,878.00 above the pre-bid estimate, and \$704,006.00 above the FEMA funding obligated for the project.

With the bids received for this project higher than anticipated, the Town of Kingston Springs is requesting that FEMA obligate an additional \$700,000.00 to assist in the completion of this project.

We appreciate the review of this funding request and please let us know if there are questions or a need for additional information.

Sincerely,

John Lawless  
City Manager, Town of Kingston Springs

**RESOLUTION #23-003**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWN OF KINGSTON SPRINGS, TENNESSEE, ADOPTING THE RECORDS RETENTION MANUAL APPROVED BY THE MUNICIPAL TECHNICAL ADVISORY SERVICE AS THE OFFICAL RECORDS RETENTION SCHEDULE OF THE TOWN OF KINGSTON SPRINGS.**

**WHEREAS**, Pursuant to Tennessee Code Annotated § 10-7-702, the Municipal Technical Advisory Service is authorized to compile and print, in cooperation with the state library and archives, records retention schedules for all records created by municipal governments in the state; and

**WHEREAS**, Certain municipal records that constitute “temporary records” and/or “working papers” within the definitions set forth at Tennessee Code Annotated § 10-7-301(13) and (14) may be scheduled for disposal as authorized under the Public Records Act; and

**WHEREAS**, The Records Retention Manual approved by the Municipal Technical Advisory Service would allow the Town to maintain necessary public records within space limitations and schedule certain records for disposal in accordance with the retention schedule approved by the Municipal Technical Advisory Service.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Town of Kingston Springs, Tennessee, that the Record Retention Schedule Manual approved by the Municipal Technical Advisory Service is hereby approved and adopted as the Official Records Retention Schedule of the Town of Kingston Springs as authorized by Tennessee Code Annotated § 10-7-702. All records of the Town shall be kept and/or designated for destruction in accordance with the schedules approved by the Municipal Technical Advisory Service, which can be accessed by going to the following website to read/print [www.mtas.tennessee.edu](http://www.mtas.tennessee.edu).

**RESOLVED**, this 19<sup>th</sup> day of February, 2023.

---

Mayor Francis A. Gross III.

ATTEST:

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Jamie Dupré, City Recorder



Q1: Where should the Town make significant investments in facilities and infrastructure? Rank from highest priority to lowest priority, with 1 being highest priority

- Town Aesthetics \_\_\_\_\_
- Town Hall \_\_\_\_\_
- Public Safety \_\_\_\_\_
- Streets \_\_\_\_\_
- Parks \_\_\_\_\_

Q2: List any specific projects you feel the Town should invest in:

- Town Aesthetics \_\_\_\_\_
- Town Hall \_\_\_\_\_
- Public Safety \_\_\_\_\_
- Streets \_\_\_\_\_
- Parks \_\_\_\_\_
- Other \_\_\_\_\_

Q3: Describe your level of satisfaction with the following facilities, amenities, or infrastructure:

	Very Satisfied	Somewhat Satisfied	Somewhat Dissatisfied	Very Dissatisfied
Town Hall	_____	_____	_____	_____
Public Safety	_____	_____	_____	_____
Public Works	_____	_____	_____	_____
Parks	_____	_____	_____	_____

Comment Section - Briefly explain areas of dissatisfaction and include any proposed remedies.

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Q4: Which of the following parks amenities needs the most attention/investment to meet your expectations? Rank from highest to lowest with 1 needing the most investment.

- Active Elements (playgrounds, pavilions etc.) \_\_\_\_\_
- Passive Elements (Greenspace trails, nature education, landscaping) \_\_\_\_\_
- Hiking and Walking Trails \_\_\_\_\_
- Other \_\_\_\_\_

Q5: Describe Other parks amenities needing investment \_\_\_\_\_

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Q6: Which of the following transportation infrastructure needs the most attention/investment to meet your expectations? Rank from highest to lowest with 1 needing the most investment.

- Street Maintenance (potholes, paving, striping, etc.) \_\_\_\_\_
- Sidewalks \_\_\_\_\_
- Bike Lanes \_\_\_\_\_
- Intersection Improvements \_\_\_\_\_
- Other \_\_\_\_\_

Q7: Describe Other transportation and mobility needs \_\_\_\_\_

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Q8: Which of the following Public Works needs the most attention/investment to meet your expectations? Rank from highest to lowest with 1 needing the most investment.

- Potholes \_\_\_\_\_
- Roadside Trimming \_\_\_\_\_
- Mowing \_\_\_\_\_
- Culverts \_\_\_\_\_
- Other \_\_\_\_\_

Q9: Describe Other Public Works needs \_\_\_\_\_

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Q10: Which of the following Public Safety needs the most attention/investment to meet your expectations? Rank from highest to lowest with 1 needing the most investment.

- Increased neighborhood presence \_\_\_\_\_
- 24-hour policing \_\_\_\_\_
- Speed enforcement \_\_\_\_\_
- Other \_\_\_\_\_

Q11: Describe Other Public Safety needs \_\_\_\_\_

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## Article V, Section 5.300.3 - Mixed Use District Definitions

Adding:

"Neighborhood Preservation Standards. Characterized by existing residential and commercial structures that do not meet the requirements of the existing Zoning Ordinance for setbacks and nonconforming use regulations built in 1955 or before and lying within the Downtown Mixed Use District."

5.300.5 - A. Development standards, Subpart 2 (b). - add, "b. Within the MU-R portion of the district the following exemptions and provisions shall apply to nonconforming houses or stand-alone structures or conversions from residential to an allowed commercial use (e.g. offices, restaurants and small shops) and expansion of accessory uses or additions to existing residential structure are subject to review and approval by the planning commission and design review committee. The DRC shall review the conversion plans to ensure the character of the building is preserved and the encroachment on the front setback is not increased in width.

i. Existing nonconforming residential structures within the MU-R constructed in 1955 and before shall apply to the Kingston Springs Regional Planning Commission on a case by case basis to allow encroachments within the front setback areas to construct additions, porches, pergolas, or other accessory uses that do not increase the nonconformity of the front façade noncompliance. Examples include expansion of the width of porches, additions, and pergolas."

Given the recent very high-profile notoriety of Damar Hamlin, the 24 yr. old football player who suffered the on-the-field cardiac arrest and whose recovery is due to use of an AED, this subject is on everyone's mind. Although it is unfortunate that there was no "roll out" to create public awareness associated with the placement of the AED in Burns Park, it's timely that the Town now has a public access defibrillator.

- The Damar Hamlin SCA has put AEDs in the forefront of the public's mind so the community may be very responsive and want this training.
- Staff and officials should receive this training since the AED is up and operational.
- February is American Heart Month which also makes community training timely.
- Soccer season will be here soon and coaches and parents may be very responsive and want this life-saving training.

### **DO WE NEED/SHOULD WE HAVE A PAD POLICY, RESOLUTION or ORDINANCE? - SAMPLE IDEA(s)**

#### **1. PUBLIC ACCESS OF DEFIBRILLATION AND AUTOMATED EXTERNAL DEFIBRILLATOR IN L.L. BURNS PARK IN KINGSTON SPRINGS, TENNESSEE**

To help ensure the safety and well-being of its' citizens when accessing L.L. Burns Park grounds and in the event that an employee or a community member encounters an individual at the park who is experiencing sudden cardiac arrest, the Town of Kingston Springs provides an Automated External Defibrillator (AED) or Public Access Defibrillator (PAD) that is accessible to employees and to the public.

##### **Definition.**

An automated external defibrillator (AED) is a lightweight, portable device that delivers an electric shock through the chest to the heart. The shock can potentially stop an irregular heart beat (arrhythmia) and allow a normal rhythm to resume following sudden cardiac arrest (SCA). SCA occurs when the heart malfunctions and stops beating unexpectedly. Early defibrillation a crucial determinant for victims of cardiac arrest as survival decreases by seven to ten percent for every minute that a normal heart beat is not restored.

AEDs are designed to be used by both medical and non-medical personnel, such as firefighters, police officers, coaches, family members of high-risk persons, and bystanders. Although formal training in the use of an AED is not required, it is recommended to help the rescuer increase their comfort and level of confidence. AEDs use audible voice prompts to guide the user through the process.

All Town employee, elected officials and members of the general public are encouraged to be trained on the use of the Town's AED.

WHEREAS, although engaging in physical activity provides long-term health benefits, sudden strenuous exercise can lead to a temporary increase in the risk of cardiac arrest; and

WHEREAS, automated external defibrillators ("AEDs") are lifesaving devices designed to stop cardiac arrest by administering a controlled electric shock that reverses arrhythmias caused by cardiac arrest; and

WHEREAS, in order to ensure that individuals who are guests of L.L. Burns Park are as safe as possible, the City Commission recognizes that installation and maintenance of onsite AED is necessary to save individuals in the event of cardiac arrest; and

WHEREAS, the Town of Kingston Springs is in compliance with the requirements as set forth in T.C.A. §68-140-404 for placement of a public access defibrillator (PAD); and

WHEREAS, the Town Council finds that this Ordinance is in the best interest and welfare of the residents of the Town.

## **ARE WE SUBJECT TO STATE LAW AS PER BELOW?**

### **Pursuant to § 68-140-404. Program for use of AEDs, the following criteria are required:**

- In order for an entity to use or allow the use of an automated external defibrillator, the entity shall:
  - (1) Establish a program for the use of an AED that includes a written plan that complies with subdivisions (2)-(6) and rules adopted by the department of health. The plan must specify:
    - (A) Where the AED will be placed;
    - (B) The individuals who are authorized to operate the AED;
    - (C) How the AED will be coordinated with an emergency medical service providing services in the area where the AED is located;
    - (D) The maintenance and testing that will be performed on the AED;
    - (E) Records that will be kept by the program;
    - (F) Reports that will be made of AED use;
    - (G) Other matters as specified by the department; and
    - (H) A plan of action for proper usage of the AED;
  - (2) Adhere to the written plan required by subdivision (1);
  - (3) Ensure that before using the AED, expected users receive appropriate training approved by the department in cardiopulmonary resuscitation and the proper use of an AED;
  - (4) Maintain, test, and operate the AED according to the manufacturer's guidelines and maintain written records of all maintenance and testing performed on the AED;
  - (5) Each time an AED is used for an individual in cardiac arrest, require that an emergency medical service is summoned to provide assistance as soon as possible and that the AED use is reported to the supervising physician or the person designated by the physician and to the department as required by the written plan; and
  - (6) Before allowing any use of an AED, provide to the emergency communications district or the primary provider of emergency medical services where the defibrillator is located:
    - (A) A copy of the plan prepared pursuant to this section; and
    - (B) Written notice, in a format prescribed by department rules, stating:
      - (i) That an AED program is established by the entity;
      - (ii) Where the AED is located; and
      - (iii) How the use of the AED is to be coordinated with the local emergency medical service system.

### **INFO ABOUT GOOD SAMARITAN LAW - § 68-140-408**

The Good Samaritan Law generally provides that a person who, in good faith and under certain specified circumstances, “renders emergency care” or assists in “rendering emergency care” shall not be liable for civil damages resulting from any act or omission by that person, except for damages resulting from that person’s gross negligence. See Tenn. Code Ann. § 63-6-218. In 1998 and 1999, the General Assembly amended the Good Samaritan Law to expressly include within its protections the “use of an automated external defibrillator” in rendering emergency care.” 1998 Tenn. Pub. Acts ch. 963, § 5; 1999 Tenn. Pub. Acts ch. 488, § 2.

*Carolyn Clark*  
3 February 2023



# Department Reports

Kingston Springs, Tennessee

February  
2023



## Monthly Codes Report - Commission Packet

12/01/2022 - 01/31/2023

Case #	Case Date	Violation Address	Owner Name	Type	Description of Possible Violation	Main Status
200185	1/17/2023	1311 CC Road	SULLIVAN REEDY A	Resident/Other Complainant	Trash/junk in yard getting onto other property	Open - Yellow Card
200184	1/17/2023	471 Page Rd.	SANDERS DENNIS ETUX ASHLEY R	Anonymous Complainant	Double driveway, Lot Coverage, Running a Business on residential lot, Questionable people	Open - Yellow Card
200183	1/6/2023	356 Love St		Town Staff	Stop Work Order issued 1/6/2023	Open - Yellow Card
200182	12/14/2022	Main Street	CROUCH ROBERT D ETUX	Resident/Other Complainant	Delapid Structure,	Violation Letter Issued
200181	12/7/2022	417 Mt. Pleasant Rd.	IVEY ISAAC H ETUX BESSIE	Resident/Other Complainant		Abated/Closed (Green Card)
200180	12/7/2022	216 Woodlands Drive	LOAEZA VIRGINIA NICOLE ETVIR URIEL LOAEZA		Dumpint paint in creek	Unfounded

Total Records: 6

2/9/2023



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# Monthly Departmental Update

February 2023

## **PARKS DEPARTMENT MONTHLY REPORT**

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### **Projects/Items in the Works:**

- Burns and City Park restrooms have been closed for the winter. Will reopen in March.
- Water leak was found at Burns Park and will be repaired weather permitting.
- Soccer registration is open for spring soccer.
- Summer camp registration will open March 1<sup>st</sup>.

### **Other Notes:**

- Seniors will have bingo on the 1<sup>st</sup> & 4<sup>th</sup> Monday's at 10:00
- February luncheon will be on 2/16/23 at Burns Activity Center.
- Soccer begins on March 18<sup>th</sup>.





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# Monthly Departmental Update

**POLICE/FIRE DEPARTMENT MONTHLY REPORT**  
**February 2023**

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**Projects/Items Completed this Month:**

**Fire Department**

- Department Training continues on various topics and procedures

**Police Department**

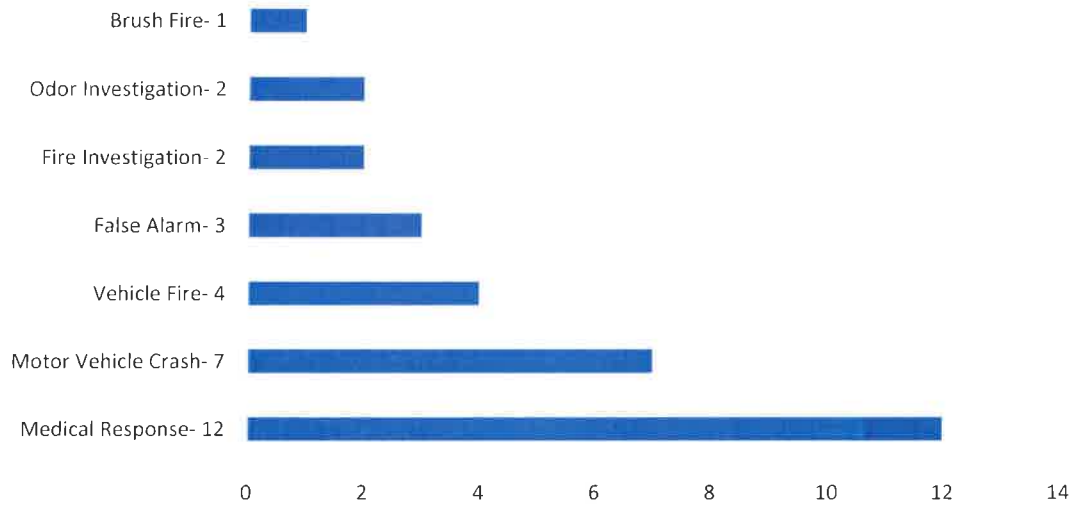
- No additional activities to report

**Other Notes:**

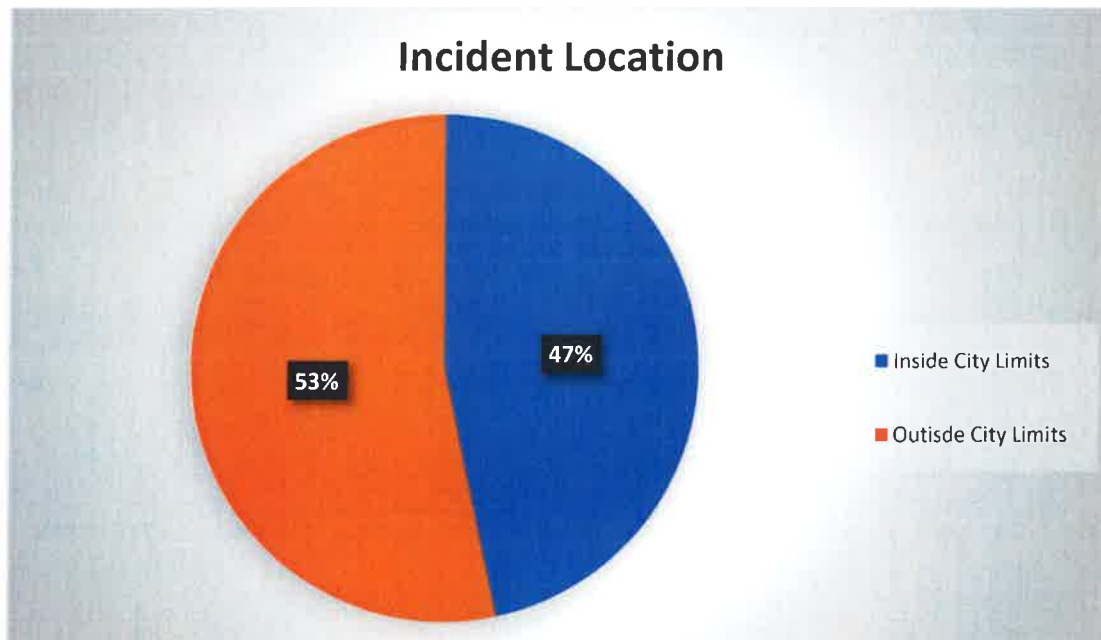
# Kingston Springs Volunteer Fire Department Incident Response for January 2023

KSVFD responded to 31 calls in the month of January with an average response time of just under 7 minutes. Below is a breakdown of the incident type

## Incident Type



## Incident Location



Kingston Springs Police Department  
Monthly Report Worksheet

TYPE OF CALL	MONTH'S TOTAL	
TRAFFIC CITATIONS ISSUED	52	
MISDEMEANOR CITATIONS ISSUED	4	
10-14 ESCORT	4	
10-15 ARREST	5	
10-17 SERVE WARRANT	1	
10-27 BURGLARY		
10-42 ALARM	8	
10-43 REQUEST FOR OFFICER / INVESTIGATION	75	
10-43 MOTORIST / CITIZEN ASSIST	10	
10-44 STOLEN VEHICLE	2	
10-45 VEHICLE CRASH (non-injury)	5	
10-46 VEHICLE CRASH (with injuries)	1	
10-49 DRIVING UNDER THE INFLUENCE		
10-52 ROBBERY		
10-58 PUBLIC INTOXICATION		
10-59 FIGHT/ASSAULT		
10-62 DECEASED PERSON		
10-71 SCHOOL ZONE TRAFFIC	3	
10-72 FIRE CALL	9	
10-72b FIRE CALL (medical)	8	
10-80 EXTRA PATROL	33	
10-81 TRAFFIC STOP	88	
10-82 MUTUAL AID	20	
10-86 DOMESTIC ASSAULT	1	
10-94 SUICIDE/ATTEMPTED SUICIDE	1	
FOLLOW UP INVESTIGATIONS	6	
<b>Traffic Stop Count</b>	<b>Warning</b>	<b>Citation Issued</b>
Mt. Pleasant Rd.	2	0
W. Kingston Springs Rd	5	5
E. Kingston Springs Rd.	7	14

Officer: Department Total

Month: January 2023



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# Monthly Departmental Update

February 2023

## **PUBLIC WORKS DEPARTMENT MONTHLY REPORT**

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### **Projects/Items Completed this Month:**

- Took down Christmas lights and banners across town
- Painted City Hall
- Changed plugs and switches at City Hall
- Repaired salt bin
- Repaired bucket truck
- Redlight repair at East Kingston
- Trimmed trees and bushes at Firehall and City Hall
- Cleaned up trash from illegal dumping on South Harpeth Rd
- Installed caution lights on dump truck
- Hauled scrap off
- Cleaned culverts
- Trimmed roadside trees
- Salted roads for 3 nights
- Changed out road signs
- Used Google Earth to locate missing road signs
- Covered numerous sewer calls
- Had several 811 locates
- Cleaned Speed Limit signs across town
- Changed old faded road signs
- Cleaned up debris at Turnbull Bridge
- Fixed roof on Public Works Building
- Cleaned storm drains and curbs
- Projects/Items in the Works:
- Pressure wash City Hall / Beck Building
- Tree trimming
- Bush hogging at Burns Park
- Fix leaking pipe at Burns Park



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## Monthly Departmental Update

- Finish water fountain at Dog Park
- Get baseball field ready for use
- Maintenance Lawnmowers
- Finish painting City Hall

**Other Notes:** 50 tons of road salt has been delivered

A new building to hold salt is a much needed item very soon . The current building is falling apart and asphalt under the salt is falling apart .

The roof of Public Works is in bad shape and needs to be replaced .



R 2/1/2023 D

## Second South Cheatham Utility District

### TOWN OF KINGSTON SPRINGS BILLING REGISTER SUMMARY

Billing Period  
1/31/2023

Dec 22 - Ending Balance	37,641.73	
Add Penalties:	473.66	1/12/2023
Adjustments:	-158.24	2/1/2023
Less Payments:	-37,921.86	2/1/2023
Unapplied cash payments	-333.97	2/1/2023
Balance Forward:	-298.68	
Sewer Billing (Sales):	42,823.11	
Total Account Receivable:	42,524.43	

#### COLLECTIONS STATEMENT

Collection Dates:	01/01/2023 - 01/31/2023	
Collection Amount:	37,921.86	
Unapplied Cash	333.97	
Less 6.5%	- 2,486.63	
Amount Due	35,769.20	

	Same Period Last Year	Current Period	Increase or Decrease
SALES	35,059.93	42,823.11	22.1%
GALLONS	3372.1	3401.4	0.9%

#### ADJUSTMENTS

Charles Finch	0101-27100-000	-45.16	leak
Sandra Rebrovick	0101-93040-004	-1.92	penalty
Heather Spann	0101-91920-004	-45.48	leak
Shane Sanders	0102-37000-001	-65.68	leak
Total		-158.24	

**Second South Cheatham**

**Code Summary Report**

Cycle(s) 01 Cycle 1 Print Totals Only

Customer Type(s) All

Service Type(s) KS Sewer

Print Code Summary Report For Historical Billing

Account Number Range All Inactive Services With Arrears Shown In Billing

1/1/2023 To 1/31/2023

Service	Rate	Number		Charges	Usage	Adjustment Amount	Adjusted Total
		Active	Inactive				
KS Sewer	01 KS Sewer Usage	753	13	\$42,776.76	3,401,400		
	06 K.S. Sewer Only	3	0	\$46.35			
			<b>13</b>	<b>\$42,823.11</b>	<b>3,401,400</b>		
Penalty	11 KS Sewer Penalty	110	11	\$473.66			
<b>Report Totals</b>				<b>\$43,296.77</b>	<b>3,401,400</b>		

Second South Cheatham

Transaction Rate Summary

Company Division(s)	All	Include Voided Transactions	
Cycle(s)	01 Cycle 1	Batch Range	All
Customer Type(s)	All	Break Out Addons Per Service Type	
Service Type(s)	KS Sewer	Break Out Service Credit	
Account Range	All	Report Breakdown Level	Totals Only
Transaction Type	History		
Transaction Date Range	1/1/2023 To 1/31/2023		

Service Type	Rate Code	Adjustments	Payments	Deposit	Applied	Bad Debt	Applied Credit
				Receipts	Deposits	Writeoffs	
KS KS Sewer Usage	01	-\$156.32	-\$37,407.72	\$0.00	\$0.00	\$0.00	-\$354.65
KS K S Sewer Only	06	\$0.00	-\$77.25	\$0.00	\$0.00	\$0.00	\$0.00
Penalty KS Sewer Penalty	11	-\$1.92	-\$436.89	\$0.00	\$0.00	\$0.00	\$0.00
KS - Svc Credit		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.68
<b>All Routes Totals</b>		<b>-\$158.24</b>	<b>-\$37,921.86</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>-\$333.97</b>