

CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road
Morrow, Georgia 30260

Regular Board Meeting, September 7, 2006

Chairman, Pete McQueen, called the meeting to order at 1:30 p.m.

Present at the meeting were: Chairman, Pete McQueen, Vice Chairman, Lloyd Joiner, Secretary/Treasurer, Marie Barber, Board Members, Wes Greene, John Westervelt, John M. Chafin and Doug Bonner. General Manager, M. Wade Brannan, Deputy Manager, Terry R. Hicks, Department Managers, Mike Thomas, Guy Pihera, Herbert Etheridge, Jim Poff and Teresa Adams, Project Engineer, Mike Buffington, Finance Director, Emory McHugh, Customer Accounts Director Morris Kelly and Labeebah Thompson, Contract & Procurement Administrator, Karen Riser, MIS Director, Rodney Crowell, Human Resources Director, Ed Durham, Public Information Officer, Suzanne Brown, and Executive Secretary, Janet Matthews. Also present were: Steve Fincher of Fincher, Denmark & Williams, Mike Bennett from CH2M Hill and Jay Byce of JB Landcorp. CCWA employees present were: Keith Parker, Thomas Shinta, Mark Cochran, Daniel Hudgins, Ellen Heimbrecht, Eddie Lane, Maureen Miller, Matt Bilz, Lance Kelly, Larry Roche', Bruce Taylor, and Chris Sims.

Chairman McQueen called on Keith Parker to give the invocation.

Approval of Minutes: Chairman McQueen called for any omissions or additions to the Regular and Executive Session Board Meeting minutes of Thursday, August 3, 2006. Hearing none they were approved as received.

Financial and Statistical Report: Chairman McQueen called on Emory McHugh, Finance Director, to give our financial report. He stated that the Authority had finished our annual Comprehensive Annual Financial Report (CAFR) and received a "clean opinion" from our external auditors along with meeting the one-hundred-twenty-day (120) disclosure time to Municipal Securities and Rules Setting Board.

Mr. McHugh added that the GFOA has "Best Practices for Local Governments" and had recommended that the Authority have our CAFR available on our website. Suzanne Brown and Jenny Collier have agreed to help Mr. McHugh accomplish this, which will make our financial position and condition of the Authority more readily available to the public.

Mr. McHugh then reviewed the financial information that was given to the Board and explained that this covered the three-month period ending July 31, 2006.

Employee Recognition: Chairman McQueen called on Jim Poff, Manager of Water Reclamation, who wanted to recognize several employees that have passed their

Regular Board Meeting
September 7, 2006
Page Two

Wastewater Operator certification. Mr. Poff gave some background information on each of these employees and congratulated them on their accomplishment.

Daniel Hudgins	Northeast	Wastewater Operator-Class III
Tom Shinta	Northeast	Wastewater Operator-Class III
Mark Cochran	NTS	Wastewater Operator-Class II
Eddie Lane	Shoal Creek	Wastewater Operator-Class I

Chairman McQueen next called on Herbert Etheridge, Manager of Maintenance & Construction, who wanted to congratulate three of his employees that have passed their Water Distribution and/or Wastewater Collection Certification. Mr. Etheridge gave some background information on each of these employees and thanked them for passing the exam for their certification.

Maureen Miller	M&C	Water Distribution Certification
Lance Kelly	M&C	Water Distribution Certification
Matt Bilz	M&C	Wastewater Collection Certification

The Board gave all of these employees a round of applause. Chairman McQueen thanked them for passing their exams as Ms. Brown took some photos.

Employee Service Recognition: Chairman McQueen called on Terry Hicks, Deputy Manager, who wanted to recognize two employees with twenty (20) years of service with the Authority.

Mr. Hicks introduced Ellen Heimbrecht who came to work for the Authority in August of 1986 as a Wastewater Plant Operator. Ellen was the first woman working out in the field, especially out at a plant, in an all-male society at the time. Ellen has worked at all of our plants, even one that we no longer have anymore. Ellen has a Class I Wastewater certificate, which she has had for some time, and a Wastewater Lab Analysis certificate. Ellen still sees the Authority as a leader in the County, both educationally and environmentally. Mr. Hicks congratulated and thanked Ellen for her twenty (20) years of service.

Chairman McQueen thanked Ellen and Ms. Brown took a photo as the Board gave her a round of applause.

Mr. Hicks next introduced Larry Roche', one of our Field Service Reps, who also has been with the Authority for twenty (20) years. Larry has worked as a meter reader and now is in the Field Service area where a lot of contact is made with customers that are behind on their bills. This area deals with a lot of decision making processes in

Regular Board Meeting
September 7, 2006
Page Three

regard to our customers' accounts. Mr. Hicks wanted Larry to know that he is appreciated and thanked him for all his hard work these past twenty (20) years.

The Board gave Larry a round of applause as Ms. Brown took a photo.

Chairman McQueen thanked Larry for all his efforts and dedication.

Chairman McQueen called on Guy Pihera, Manager of Water Production, to give the Board a report on the hunting that will be starting soon.

Mr. Pihera stated that the Water Authority's official deer season this year is organized into six (6) weekends, starting this weekend for three (3) weekends. There is no hunting during the month of October. Then we have three (3) weekends in November. The public applies and those selected come in on Friday afternoon, set up stands, and can hunt when the season is "in". Employees Jep Palmer and Robin Liles diligently staff the hunt check-in station to make sure that the hunters get proper instructions. Our main goal is to reduce the herd on Water Authority property. Over the past two (2) years we have reduced the number of hunts because we have gotten the herd down some and have also reduced our costs in doing so.

Mr. Pihera also explained that employees can hunt free by helping out during the deer hunts for half a day. This helps keep our costs down and allows us to interact with the public.

Chairman McQueen complimented Jep and Robin on the great job that they do with the many hunters during the hunting season.

Mr. Pihera gave a Water Report for August stating that water production for August was about the same as last August. We had a lot of rain during August, so our reservoir capacity is up to 97%.

Annual Car Wash Recommendation: Chairman McQueen called on Teresa Adams, Manager of General Services, who stated that the Authority advertised for the Annual Fleet Wash Service and provided "request for proposals" to about thirteen (13) companies. The Authority received three (3) proposal submittals of which Exceptional Automotive Spa, Incorporated came in as the lowest proposal. Staff recommends that we award this contract to Exceptional Automotive Spa, Incorporated in the amount of forty-three thousand seven hundred fifty-two dollars (\$43,752) for one (1) year and that we will be able to extend this contract for year two (2) and three (3) by mutual consent of both parties with an adjustment at each extension time not to exceed five percent (5%). If Exceptional Automotive Spa, Incorporated is not able to meet our risk management requirements, we also recommend that we award the contract to G-W and Associates

Regular Board Meeting
September 7, 2006
Page Four

(DBA Southlake Carwash). If they are not able to meet our risk management requirements, then the Authority would put this back out for bid.

Clayton County Water Authority
Annual Fleet Wash Service Proposal
Proposal Ranking
September 2006

Vendor	Proposal	Ranking
Exceptional Automotive Spa, Inc. Ollie Carter Peachtree City, Georgia	\$43,752.00	1
G-W and Associates (DBA Southlake Carwash) Mike Gullatt Morrow, Georgia	\$52,507.44	2
Everitte's Mobile Detailing Michael Everitte Thomaston, Georgia	\$99,480.00	3
Quality Image Carwash & Detail (Tim Woods) Atlanta, Georgia	Late Bid	
Norwood's Mobile Detailing Service (Jimmy Norwood) Jonesboro, Georgia	No Bid	
Mad Wax (Marci Owen) Chamblee, Georgia	No Bid	
A-1 Services (Adrian Campbell) Atlanta, Georgia	No Bid	
Vic's Mobile Detail Service (Victor Price) Riverdale, Georgia	No Bid	
The Pit Crew Mobile Detail Service (Ray George) Lithia Springs, Georgia	No Bid	
Reeves Mobile Detailing (Willie Reeves) College Park, Georgia	No Bid	
All American Detailing (Billy Burger) Atlanta, Georgia	No Bid	
AutoBath Mobile Detailing (Joe Mannette) Powder Springs, Georgia	No Bid	
Mark's Mobile Detailing Service (Mark Mason) Rex, Georgia	No Bid	

Staff recommends that this contract be awarded to Exceptional Automotive Spa, Inc. in the amount of \$43,752.00. Staff recommends this contract be for one year and may be extended for Year 2 and Year 3 by mutual consent by both parties. An annual adjustment at the time of each extension shall not exceed five (5%) percent.

Regular Board Meeting
September 7, 2006
Page Five

Board member, John Chafin, asked Ms. Adams how many vehicles per month are being washed.

Ms. Adams replied that there are about one hundred fifty (150) vehicles and equipment that are being cleaned in a month.

Mr. Chafin asked why the Authority did not invest in a pressure washer and a wet vac and let staff clean their own vehicle or equipment before their working time starts.

Mr. Brannan stated that the Authority has found that it is more cost and time effective to contract this service out to a vendor.

Ms. Adams stated that the pressure wash cost per vehicle is about seven dollars and fifty cents (\$7.50).

UPON Motion by Lloyd Joiner and seconded by Wes Greene it was unanimously

RESOLVED: to accept staff's recommendation that the Annual Fleet Wash Service contract be awarded to Exceptional Automotive Spa, Inc. for the bid amount of forty-three thousand seven hundred fifty-two dollars (\$43,752) for one (1) year, with the stipulation that this contract may be extended for year two (2) and year three (3) by mutual consent by both parties with an annual adjustment for each year's extension not to exceed five (5%) percent, contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents. If Exceptional Automotive Spa, Incorporated is not able to meet our risk management requirements, then the contract award would go to G-W and Associates (DBA Southlake Carwash) and if they are not able to meet our risk management requirements, then the Authority would put this back out for bid.

37,000 LB. Excavator Recommendation: Chairman McQueen called on Herbert Etheridge, Manager of Maintenance & Construction, who stated that it is not often that staff ask the Board to approve a purchase that is not budgeted, especially one this expensive. At the Water Authority, we traditionally have three (3) large excavators. Maintenance & Construction has two (2) and there is one (1) at Natural Treatment Systems. Last spring, M&C transferred a four (4) year old machine to NTS to replace a thirteen (13) year old worn out machine that went to auction.

M&C had a fourteen (14) year old machine that we were trying to get another year or two out of it, but it did not make it. The engine expired about three (3) months ago. Our options were to replace the engine in a fourteen (14) year old machine at a cost of about twenty-five thousand dollars (\$25,000). The boom was cracked and would have to

Regular Board Meeting
September 7, 2006
Page Six

be replaced for about ten thousand dollars (\$10,000) and the undercarriage, which had never been rebuilt, would cost about eighteen thousand dollars (\$18,000).

The second option would be to rent a machine until next budget year at four thousand dollars (\$4,000) per month which would be about forty thousand dollars (\$40,000) total. Mr. Etheridge stated that both these old machines were sold at auction last week along with some other equipment. The equipment should net the Authority about seventy-seven thousand dollars (\$77,000). It will take another forty-six or forty-seven thousand dollars (\$46,000-\$47,000) out of our Contingency Fund to make this purchase.

Mr. Etheridge stated that staff recommends purchasing one Komatsu PC160LC-7 Excavator (with extended warranty) from Tractor and Equipment Company in the amount of one hundred twenty-three thousand five hundred ninety dollars (\$123,590.00). This is the lowest bid that meets our specifications.

Clayton County Water Authority
37,000 lb. Excavator w/ extended warranty
August 2006

In preparing specifications for this equipment, we identified 87 items for evaluation of the equipment. Of these 87 items, the most critical are weight, Engine HP, Grade ability (ability to function at capacity at 30 degree angle), Dig Depth, Drawbar pull (ability to travel under loads), Lifting Capacity, Digging Force, Hydraulic Flow Capacity (to keep the hydraulic system as cool as possible), and fluid capacities (greater capacity leads to cooler operating temperatures).

The low bidder (Nasser Equipment / Hyundai) did not return a complete bid (no extended warranty offered) and did not meet specs on Engine HP, Grade ability, Dig Force, Drawbar pull, Hydraulic Flow, Weight, and fluid capacities. Overall, they did not meet specs on 10 of 87 items.

The second low bidder (Stafford Equipment / Link belt) did not meet specs on Engine HP, Grade ability, Dig Force, Lifting Capacity, Drawbar Pull, Hydraulic Flow, Weight, and fluid capacities. Overall, they did not meet specs on 16 of 87 items.

The third low bidder (Briggs Construction Equipment / Case) did not meet specs on Engine HP, Dig Force, Drawbar Pull, Hydraulic Flow, Weight, and fluid capacities. Their quoted price for an extended warranty was almost twice the amount of other machines, which may also give a reason for concern. Overall, they did not meet specs on 15 of 87 items.

Regular Board Meeting
September 7, 2006
Page Seven

Clayton County Water Authority
37,000 lb. Excavator w/ extended warranty
August 2006

BIDDER	TOTAL BID
Tractor & Equipment Co. Forest Park, GA	Komatsu PC160LC-7 \$123,590.00
Stafford Equipment Co. Lawrenceville, GA	Did not meet specifications
ASC Construction Equipment Smyrna, GA	No Bid
METRAC Atlanta, GA	Deere 160CLC \$127,874.00
Briggs Construction Equipment Atlanta, GA	Did not meet specifications
Yancey Brothers Co., Inc. Atlanta, GA 30378	No Bid
Nasser Heavy Equipment Lawrenceville, GA	Did not meet specifications Incomplete bid

Staff recommends purchasing one Komatsu PC160LC-7 Excavator (with extended warranty) from Tractor and Equipment Company in the amount of \$123,590.00. This is the lowest bid that meets our specifications.

UPON Motion by Marie Barber and seconded by John Westervelt it was unanimously

RESOLVED: to accept staff's recommendation to purchase one Komatsu PC160LC-7 Excavator with a seven (7) year extended warranty from Tractor and Equipment Company for the bid amount of one hundred twenty three thousand five hundred ninety dollars (\$123,590).

ADS Contract Recommendation: Chairman McQueen called on Herbert Etheridge, Manager of Maintenance & Construction, who stated that the Authority has been under contract with a flow monitoring and data analysis collection company for several years and it is time now to renew this contract. This involves the billing for the transportation of wastewater to a neighboring jurisdiction, such as DeKalb County, or the intake of wastewater in from another jurisdiction, such as Fulton County. This year's contract renewal actually represents a decrease in cost of twenty-five dollars (\$25) per month/per site.

Regular Board Meeting
 September 7, 2006
 Page Eight

Mr. Etheridge stated that it is our recommendation that we contract with ADS Environmental Services for a twelve (12) month period beginning on September 1, 2006, for the Monitoring, Equipment Servicing, and Data Reporting services for Wastewater Metering Stations. The contract amount will not exceed fifty-six thousand six hundred dollars (\$56,600.00). The CCWA portion will be forty-eight thousand eight hundred dollars (\$48,800.00) and the remainder will be paid by the City of College Park per the agreement that will be presented to the Board later in this meeting.

Mr. Brannan stated that wherever the Authority has sewer going into another jurisdiction, the other jurisdiction wants a third party to read the meter. The contracted company installs the meters, maintains them, and provides readings to us on a monthly basis. This is an equitable way for the Authority to figure out what we owe and what is owed to us.

Mr. Hicks added that this began in the 80's. DeKalb County used a third party in their flow monitoring system and told the Authority that if we used the same third party there would never be an argument about the bill and there never has.

Clayton County Water Authority
 Contract Renewal for ADS Environmental Services
 Flow Monitoring and Data Analysis
 August 2006

The CCWA has been under contract with ADS for several years for the provision of Flow Monitoring and Data Analysis for the collection of data related to billing of Wastewater Fees. This data is collected at sites where the CCWA receives wastewater from and/or transports wastewater to neighboring jurisdictions. For billing accuracy, we employ the services of this 3rd party consultant for these services.

This contract renewal represents a decrease in cost of \$25.00 per month/per site for a decrease of \$1,800.00 per year based on the current sites that the CCWA will be responsible for. Also, included is an additional metering site for College Park at a site to be installed in the future (Fee of \$7,800.00 to be paid by the City of College Park once placed in service). The contract also includes a \$2,000.00 fee for annual support/updates of Software used by the CCWA to view data on-line through ADS.

Description	<u>2005 Contract</u>	<u>2006 Contract</u>
Monitoring & Data Reporting – 6 Sites	\$48,600.00	\$46,800.00
Software Support & Updates	\$2,000.00	\$2,000.00
Additional Site for College Park	\$0.00	\$7,800.00

Total Contract (maximum)	\$50,600.00	\$56,600.00
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Regular Board Meeting
September 7, 2006
Page Nine

It is our recommendation that we contract with ADS Environmental Services for a 12 month period beginning on September 1, 2006 for the Monitoring, Equipment Servicing, and Data Reporting services for Wastewater Metering Stations. The contract amount will not exceed \$56,600.00 of which the CCWA portion will be \$48,800.00.

UPON Motion by John Westervelt and seconded by Lloyd Joiner it was unanimously

RESOLVED: to approve staff's recommendation to contract with ADS Environmental Services for a twelve (12) month period beginning on September 1, 2006 for the Monitoring, Equipment Servicing, and Data Reporting services for Wastewater Metering Stations. The contract amount will not exceed fifty-six thousand six hundred dollars (\$56,600.00) of which the CCWA portion will be forty-eight thousand eight hundred dollars (\$48,800.00), contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Lake Spivey Golf Course Sewer Request: Chairman McQueen called on Mike Thomas, Manager of Program Management & Engineering, who stated that the Authority has received a request from a developer to install a sewer lift station on the Lake Spivey Golf course property. It appears that this is the most practical way to provide sewer service to that area, but it would pump over to a gravity system that would then flow over into the Reeves Creek Lift Station. Reeves Creek Lift Station pumps to Rum Creek Lift Station and then finally to the Casey Water Reclamation facility. Mr. Thomas showed some slides to the Board and indicated the area of the proposed development and the locations of the lift stations. There is a closer lift station at Atlanta Beach, but the gravity lines are not closer. This is a small lift station and cannot accept any additional flow. Both the Atlanta Beach station and the Reeves Creek station eventually pump to Rum Creek and then on the Casey basin.

Mr. Thomas explained that Lake Spivey golf course would lose nine (9) holes, but would still be an eighteen (18) hole course. The development will consist of approximately 130 residential lots and would potentially generate \$87,750 in water impact fees and \$110,370 in sewer impact fees for a total of \$198,120. At the present time, the Casey Reclamation facility has adequate capacity as does both the Reeves Creek and the Rum Creek Lift Stations.

Proposed Lift Station – Lake Spivey Golf Course

JB Landcorp is requesting approval for the installation of a sanitary sewer lift station to serve the proposed development at the Lake Spivey Golf Club on Walt Stephens Road.

This proposed development will consist of approximately 130 residential lots within the golf course and will generate approximately 39,000 gallons per day. The lift station

Regular Board Meeting
September 7, 2006
Page Ten

force main will discharge into a gravity sewer system that flows to the Reeves Creek Lift Station on Speer Road. Reeves Creek Lift Station pumps to the Rum Creek Lift Station where it is pumped to a gravity system that flows to the W.B Casey WRF. The existing plant has a capacity of 24.0 MGD and is currently treating 14.0 MGD.

The Reeves Creek Lift Station was recently upgraded to pump approximately 2,300 gpm and is currently pumping an average of 6 hours per day. The Rum Creek Lift Station is able to pump approximately 1,900 gpm and is currently pumping an average of 8 hours per day.

In general, we discourage situations where a lift station pumps to another lift station to minimize additional power costs and increased chances of sewer overflows. However, some of our larger stations such as Reeves Creek and Rum Creek have the capacity to serve as regional lift stations that can receive flow from other stations.

The developer is aware of the CCWA requirement for the \$50,000 maintenance fee and specifications required on the lift station.

Mr. Thomas stated that staff recommends that they work with the developer to make sure that we adequately address the future capacity of the lift station and the basins that they serve. Generally, lift stations are designed to serve the basin that they are located in, and we do not anticipate additional sewerage being pumped to them from outside the basin, but some of the larger lift stations are built to take additional capacity.

Typically, we charge a maintenance fee to cover maintenance costs associated with the lift station that the developer himself is building. This particular lift station will have some impact on two other lift stations, so we need to look at specifically what those costs will be and we also want to develop a policy to bring back to the Board to address this type of request. We normally do not like lift stations pumping to lift stations, but in some cases that is almost unavoidable. Staff will identify some of these lift stations, such as Reeves Creek, Rum Creek, Tara Boulevard, Lovejoy Station, Brown Road Station, which are some of our large stations that can handle some flow from outside the basin, and provide a policy on how we would evaluate this in the future. What staff is asking the Board today is for authorization to work with the developer to evaluate the feasibility of installing a lift station in this location.

Chairman McQueen acknowledged Mr. Jay Byce, the developer, in the audience. Chairman McQueen added that he would like to have our engineers take a look at this request, research it, and determine if there will be any additional costs and if so, how much, and bring a recommendation back to the Board. Chairman McQueen asked Mr. Bonner to be available to assist if his expertise is needed.

Regular Board Meeting
September 7, 2006
Page Eleven

Board member, John Chafin, asked Mr. Byce what price range these homes would be and also what size lot.

Mr. Byce answered that the homes would be in the mid \$300,000's. Mr. Byce stated that the developer is talking about a conservation overlay which will be lots of about 70' wide by 110' deep and will secure the survival of the golf course forever. All lakes will stay, with possible improvement to the lakes to make sure that flow is good and use them as retention as well. Zoning is a combination of agriculture and one other classification that he could not remember. Approval from the Commissioners would have to be obtained, but Mr. Byce wanted to come before the Water Authority, as sewer is the number one, most important thing, for this particular development. The developer only has two opportunities to tie into County sewer – one is Atlanta Beach and one is the gravity sewer on Berry Road, so Mr. Byce has been working with the Authority to try to figure out the best way to get to our system.

Mr. Bonner asked if sewer is not approved would the developer go ahead with this development.

Mr. Byce stated “no” that it would have to have some type of sewer service. The only other option would be some alternate methods where a “drip” system, underneath the golf course would be used, which would be done through the State.

Chairman McQueen explained to Mr. Byce that the Authority would use our staff to do a feasibility study and make a recommendation to the Board.

College Park Sewer Agreement: Chairman McQueen called on Wade Brannan, General Manager, who stated that currently the Authority is accepting sewer flow from College Park and the contract expired May 1, 2006. The flow amount that we would take from College Park is capped at one hundred thousand gallons (100,000) a day. They have to retain the service area that exists today, which cannot be expanded without our approval. The contract is renewable, every ten (10) years, for five (5) consecutive terms, but can be cancelled within one hundred eighty (180) days. College Park is now being charged the same retail rate for treating sewerage that the Authority is charging everyone else. Mr. Brannan recommends that the Board approve the contract as presented and to authorize the General Manager to sign the contract documents.

Regular Board Meeting
 September 7, 2006
 Page Twelve

**STATE OF GEORGIA
 COUNTY OF CLAYTON**

**SANITARY SEWER SERVICE AGREEMENT
 CLAYTON COUNTY CAMP CREEK SEWAGE BASIN**

THIS SANITARY SEWER SERVICE AGREEMENT (the "Agreement"), by and between CLAYTON COUNTY WATER AUTHORITY, (the AAUTHORITY@), a public body corporate and politic of the State of Georgia, and the CITY OF COLLEGE PARK (the ACITY@), a municipal corporation of the State of Georgia, is made and entered into this 1st day of May, 2006. The City and the Authority may herein be referred to individually as "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the City is a municipal corporation organized and existing under the laws of the State of Georgia and is vested with the power to provide water and sewerage services to its citizens pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia; and

WHEREAS, the Authority has been duly and legally created by an Act of the General Assembly of the State of Georgia (Ga. Laws 1955, p. 3344 et seq.) and is authorized and empowered to perform any functions normally maintained by a water and sewerage system and to do all things deemed by the Authority necessary, convenient, and desirable for and incident to the efficient and proper development and operation of such undertakings; and

WHEREAS, the City and the Authority desire to enter into an agreement whereby the Authority agrees to accept, transport and treat sanitary sewage waste being generated within the corporate limits of the City of College Park.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Authority and the City hereby agree as follows:

Section 1 Term of Agreement

The Parties acknowledge and agree that the term of this Agreement shall be fifty (50) years, unless otherwise terminated by the Parties by written agreement.

Either Party may terminate this Agreement for cause or for any reason whatsoever. Except as provided in Section 6, Notice of termination shall be provided in Regular Board Meeting
September 7, 2006
Page Thirteen

writing no less than 180 days prior to the date of termination in accordance with Section 8 of this Agreement.

This Agreement may be reviewed every ten (10) years. Any updates or revisions to this Agreement shall be mutually agreed upon by the Parties and incorporated into this agreement as an addendum.

Section 2 Covenants of the Authority

The Authority agrees to accept, transport and treat up to 100,000 gallons per day of sanitary sewage flowing from the City in the Clayton County Camp Creek Sewage Basin in an area bounded on the east by Georgia State Route 314; bounded on the north by Godby Road/South Hampton Road; bounded on the west by the Fulton/Clayton County line; and bounded on the south by the current or future city limits of the City of College Park. Said property being a portion of land within the City of College Park lying in the southwest corner of State Route 314 and Godby Road and being located in a portion of Land lot 70 and 91 of the 13th District of Clayton County, Georgia. The City must provide to the Authority written notice of its plans for annexation prior to approval by Mayor and Council. Within 30 days of receipt of such notice, the Authority must notify the City if such annexation would cause the amount of flow to exceed the limitation imposed by this Section 2 or if there is any other reason that would prevent service to the proposed annexed area. The Parties agree to review any changes in the amount of flow and the costs imposed thereby prior to annexation by the City of College Park or whenever the flow amounts near the limitation imposed by this Section 2.

Section 3 The Flow Meter

The Authority agrees to place and install an Authority-approved flow meter at a location to be agreed upon by the Authority. The Authority-approved flow meter shall be used to measure the sanitary sewage flow from the Clayton County Camp Creek Sewage Basin lying within the City of College Park into sewer lines of the Authority.

The Authority-approved flow meter shall be designed according to specifications of the Authority and shall be installed in keeping with instructions provided by the Authority.

The work to be performed in installing the Authority-approved flow meter shall be done by the Authority. The City shall reimburse the Authority in full for any expense associated with respect to the installation of the meter within 30 days of receipt of invoice. The Authority-approved flow meter shall be paid for by the City and delivered to the Authority without cost or expense to the Authority. The City shall pay no more than \$15,000 for the Authority-approved flow meter.

Regular Board Meeting
September 7, 2006
Page Fourteen

A third-party provider will monitor and read the monthly sewer flow and submit such information to the Authority. The Authority or the third-party provider will submit the information, as provided, to the City.

The City agrees to pay all maintenance and operation costs associated with the Authority-approved flow meter within 30 days of receipt of invoice. The Authority agrees to perform or provide for all maintenance required for the Authority-approved flow meter.

Section 4 Consideration

The City shall pay to the Authority the standard retail rate per 1,000 gallons of sewage, as now or hereafter established by the Authority. The City agrees to pay the Authority its monthly charges within ten (10) days of receipt of the statement, or as otherwise requested on the monthly statement. The Authority agrees to submit the statement to the City every month after reading the monthly sewer flow, following installation of the Authority-approved flow meter.

Section 5 Other Costs

The Authority shall have no responsibility to provide any capital costs with respect to this Agreement. All sewer lines, metering stations and other equipment necessary in order to effectuate the purposes for this Agreement shall be provided for or paid for by the City. The equipment and sewer lines shall be installed according to specifications of the Authority.

All sewer lines, metering stations and other equipment feeding into the Authority-approved flow meter shall be owned and maintained by the City. The Authority shall have no responsibility for maintenance of or the proper functioning of such equipment, including any overflows that may occur.

Section 6 Withholding Performance for Failure to Pay

The Authority reserves the right, from time to time, to refuse to accept sanitary sewage from the City pursuant to this Agreement should the City fail to pay the Authority's charges. Notwithstanding Section 1, the Authority shall be entitled to terminate service upon sixty (60) days' written notice to the City should the City fail to pay the Authority's monthly charges promptly when due.

Section 7 Domestic Waste Requirement

The City recognizes and understands that the Authority operates under rules and regulations with respect to the quality of sanitary sewage to be accepted by the

Authority for treatment. The City agrees and warrants that the sanitary sewage being discharged into the Authority's system will not violate any federal or state rule,
 Regular Board Meeting
 September 7, 2006
 Page Fifteen

regulation or statute and shall not violate any rule or regulations of the Authority with respect to the quality of the sanitary sewage to be treated and transported by the Authority. The Authority understands that the sanitary sewage will be domestic waste sewage only. The Authority shall be under no obligation to accept other than domestic waste from the City under the terms of this Agreement without the prior written approval of the Authority and without prior written understanding between the Parties as to the charges for the treatment of other than domestic waste.

Section 8 Notice

All notices required or permitted to be given pursuant to this Agreement shall be in writing (the "Notice") and shall be deemed sufficiently given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving Party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid, or (d) via facsimile with a copy sent that same day via (a), (b), or (c) to the following address as may be amended by the Party, in writing:

THE CITY:

City of College Park
 3667 Main Street
 Post Office Box 87137
 College Park, Georgia 30337
 Attention: City Manager

THE AUTHORITY:

Clayton County Water Authority
 1600 Battle Creek
 Morrow, Georgia 30260
 Attention: General Manager

Section 9 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior agreements or understandings between the Parties with respect to such subject matter. No amendment or waiver of this Agreement or any provision hereof shall be effective unless in writing signed by the Party to be so bound.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seal this 1st day of May 2006.

CITY OF COLLEGE PARK

 Mayor

Regular Board Meeting
 September 7, 2006
 Page Sixteen

ATTEST:

 Clerk

(Seal)

CLAYTON COUNTY WATER AUTHORITY

 Chairman

ATTEST:

 Secretary

(Seal)

UPON Motion by Wes Greene and seconded by Marie Barber it was unanimously

RESOLVED: to approve the contract with the City of College Park as presented and authorize the General Manager to sign the contract documents.

UPON Motion by John Chafin and seconded by Doug Bonner it was unanimously

RESOLVED: that the Board adjourn into executive session for land, legal, and personnel issues. The Board reserves the right to return to the open session

Chairman McQueen asked Mr. Brannan to explain what positions would be filled in the upcoming months.

Mr. Brannan explained that the Authority has advertised for the position of Stormwater Manager and also internally advertised for the position of Manager of Program Management & Engineering, currently held by Mr. Thomas. If the Board feels that they would prefer to delay any action on Mr. Thomas' position, then the Authority can withdraw the bid process for Mike's position.

Mr. Thomas explained that the Stormwater Manager's position, and also the Manager of Program Management & Engineering's position, are both positions that potentially could be filled with internal candidates. If both positions are filled internally, then two positions could be eliminated. Mr. Thomas stated that if the candidate for the

Stormwater Manager's position is currently in one of the engineering jobs, then that job would not be filled once the candidate moved to the Stormwater Manager's position. If
Regular Board Meeting
September 7, 2006
Page Seventeen

Mr. Thomas' position was also filled with an internal candidate that is in one of the engineering positions, then that position would not be filled. But if the candidate came from some other area of the company, then that would not be the case.

Chairman McQueen asked that the Board approve hiring someone for the Stormwater Manager's position. Then the Board would talk about where the Authority is in the building program and decide how they want to proceed with filling Mr. Thomas' position.

Mr. Brannan apologized to the Board for not informing them before the jobs were advertised.

Chairman McQueen stated that Mr. Joiner had something that he would like to bring before the Board.

Vice Chairman, Lloyd Joiner, stated that the main purpose of the information handed out to the Board members addresses management and employees dealing with issues pertaining to Board members. There was discussion regarding this issue.

UPON Motion by Lloyd Joiner and seconded by Marie Barber it was

RESOLVED: that any non-current financial obligation between any Water Authority Board Member and the Water Authority will be identified by management in a report included in the agenda package delivered at the next Board Meeting. Those voting in favor were Marie Barber, Doug Bonner, Lloyd Joiner, and Pete McQueen. Those voting against were John Westervelt, Wes Greene and John Chafin. The motion carried by a four (4) to three (3) vote.

Mr. Brannan stated that Mr. Fincher's office has worked with the Pension Board's attorney and has drawn up a resolution to authorize the Chairman to sign the administrative agreement and any other required documents with Reliance Trust Company to manage the 415M trust account for the Authority. The Board needs to approve Reliance Trust Company as the trustee of the 415M trust fund and to authorize the Chairman to sign the resolution.

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CLAYTON COUNTY WATER AUTHORITY**

WHEREAS, the Clayton County Water Authority (the "Authority") was created by Ga. L. 1955, pp. 3344-3351, as amended, Ga. L. 1961, pp. 3130-3132;

WHEREAS, the Clayton County Board of Commissioners has adopted a qualified governmental excess benefit arrangement (the "Arrangement") under Section 415(m) of the Regular Board Meeting
September 7, 2006
Page Eighteen

Internal Revenue Code of 1986, as amended (the Code"), as Appendix E of the Clayton County Clayton County, Georgia Public Employee Retirement System (Pension Plan) (the "Plan");

WHEREAS, the Arrangement is a separate portion of the Plan and is maintained exclusively by the Authority solely for the purpose of providing to certain Plan participants who were employees of the Authority ("Participants") that part of the Participants' pension benefits provided by the terms of the Plan that exceeds the limitations on benefits imposed by Code Section 415;

WHEREAS, the Authority wishes to establish a rabbi trust to be used as a funding vehicle for the Arrangement, subject to the claims of the Authority's creditors in the event of the Authority's insolvency, until paid to the Participants or their beneficiaries in such manner and at such times as specified in the Arrangement; and

WHEREAS, the Authority has determined that the establishment of a rabbi trust is in the best interests of the Authority and the Participants and their beneficiaries;

NOW, THEREFORE, BE IT RESOLVED, the Authority hereby authorizes and approves the adoption of the Clayton County Water Authority Excess Benefit Arrangement Grantor Trust (the "Trust") in the form attached hereto as Exhibit A.

RESOLVED, that Reliance Trust Company shall be appointed trustee of the Trust, subject to the acceptance of the Trust.

RESOLVED, that the Chairman of the Board of Directors (the "Chairman") of the Authority is hereby authorized and directed to take all actions and to execute and deliver all agreements, instruments, indentures, and documents as he shall deem necessary to carry out the intent of the foregoing resolutions, including, without limitation, the execution and delivery of the Trust.

RESOLVED, that the officers of the Authority and their designees are hereby authorized and directed to take all other actions and to execute and deliver all agreements, instruments, indentures, and documents as they shall deem necessary to carry out the intent of the foregoing resolutions.

RESOLVED, that the signature of the Chairman or any officer or his designee on any agreement, instrument, indenture, or document shall be conclusive evidence of his authority.

Pete McQueen, Chairman

Date

Walter Marie Barber, Secretary

Date

Regular Board Meeting

September 7, 2006

Page Nineteen

**EXHIBIT A
CLAYTON COUNTY WATER AUTHORITY
EXCESS BENEFIT ARRANGEMENT GRANTOR TRUST**

THIS TRUST AGREEMENT is made as of the ____ day of _____, 2006 (the "Effective Date") by and between CLAYTON COUNTY WATER AUTHORITY, an entity organized and existing under the laws of the State of Georgia (the "Grantor") and RELIANCE TRUST COMPANY (the "Trustee").

W I T N E S S E T H:

WHEREAS, the Clayton County Board of Commissioners has adopted a qualified governmental excess benefit arrangement (the "Arrangement") under Section 415(m) of the Internal Revenue Code of 1986, as amended (the Code"), as Appendix E of the Clayton County Clayton County, Georgia Public Employee Retirement System (Pension Plan) (the "Plan");

WHEREAS, the Arrangement is a separate portion of the Plan and is maintained exclusively by the Grantor solely for the purpose of providing to certain Plan participants who were employees of the Grantor that part of such participants' pension benefit that is provided by the terms of the Plan that exceeds the limitations on benefits imposed by Code Section 415;

WHEREAS, the Grantor expects to incur certain liabilities under the terms of the Arrangement;

WHEREAS, the Grantor wishes to establish a trust (the "Trust") and to contribute to the Trust assets that shall be held therein, subject to the claims of the Grantor's creditors in the event of the Grantor's Insolvency, as herein defined, until paid to certain eligible participants, for whom the Grantor has identified by sending written notice to the Trustee (the "Designated Participants"), or their beneficiaries in such manner and at such times as specified in the Arrangement;

WHEREAS, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Arrangement as an unfunded plan maintained for the purpose of providing excess benefits to Designated Participants; and

WHEREAS, it is the intention of the Grantor to make contributions to the Trust to provide itself with a source of funds to assist it in meeting its liabilities under the Arrangement.

NOW, THEREFORE, the parties do hereby establish the Trust and agree that the Trust shall be comprised, held and disposed of as follows:

Regular Board Meeting
September 7, 2006
Page Twenty

Section 1. *Establishment of Trust.*

(a) The Grantor hereby deposits with the Trustee in trust the sum of \$100.00. The amount so deposited by the Grantor shall become the principal of the Trust to be held, administered and disposed of by the Trustee as provided in this Trust Agreement. The Grantor shall have the right to make additional deposits from time to time in its sole discretion.

(b) The Trust hereby established shall be irrevocable.

(c) The Trust is intended to be a grantor trust, of which the Grantor is a grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Code and shall be construed accordingly.

(d) The principal of the Trust, and any earnings thereon, shall be held separate and apart from other funds of the Grantor and shall be used exclusively for the uses and purposes set forth in the Arrangement and for the benefit of general creditors as herein set forth. The Designated Participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Arrangement and this Trust Agreement shall be mere unsecured contractual rights of the Designated Participants and their beneficiaries against the Grantor. Any assets held by the Trust attributable to the Grantor will be subject to the claims of that Grantor's general creditors under federal and state law in the event of Insolvency, as defined in Section 3(a) herein.

(e) The Trustee agrees to accept additional deposits made by the Grantor pursuant to Section 1(a) hereof, and contributions that are paid to it by the Grantor in accordance with the terms of this Trust Agreement. Such additional deposits and contributions shall be in cash or in such other form that may be acceptable to the Trustee. The Trustee shall have no duty to determine or collect contributions under the Arrangement and shall have no responsibility for any property until it is received and accepted by the Trustee. The Grantor shall have the sole duty and responsibility for the determination of the accuracy and sufficiency of the deposits and contributions to be made under the Arrangement, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

Section 2. *Payments to the Designated Participants and their Beneficiaries.*

(a) Except as otherwise provided herein, the Trustee shall make payments to the Designated Participants and their beneficiaries in accordance with a payment schedule to be delivered to the Trustee by the Grantor or its designee. The payment schedule, presented in a form reasonably acceptable to the Trustee, shall indicate the amount payable to the Designated

Participants (or any beneficiaries of the Designated Participants), the form in which any amount is to be paid and the timing of any payment. The Trustee shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Arrangement and shall pay

Regular Board Meeting

September 7, 2006

Page Twenty-One

amounts withheld to the appropriate taxing authorities or determine that such amounts have been reported, withheld and paid by the Grantor.

(b) The entitlement of the Designated Participants or their beneficiaries to benefits under the Arrangement shall be determined by the Grantor and any claim for such benefits shall be considered and reviewed under the procedures set out in the Plan.

(c) The Grantor may make payment of benefits directly to the Designated Participants or their beneficiaries as they become due under the terms of the Arrangement. The Grantor shall notify the Trustee of any decision to make payment of benefits directly prior to the time amounts are payable to the Designated Participants or their beneficiaries in accordance with the payment schedule. If the Grantor makes payments according to this Section 2(c), the Grantor shall make provision for the reporting and withholding of any federal, state or local taxes that may be required to be withheld with respect to the payment of benefits pursuant to the terms of the Arrangement and shall pay amounts withheld to the appropriate taxing authorities. In addition, if the principal of the Trust, and any earnings thereon, are not sufficient to make payments of benefits in accordance with the terms of the Arrangement, the Grantor shall make the balance of each such payment as it falls due. The Trustee shall notify the Grantor where principal and earnings are not sufficient.

(d) The Grantor shall furnish the Trustee with a written list of names, signatures and extent of authority of all persons authorized to provide instructions (“Authorized Instructions”) to the Trustee and otherwise act on behalf of the Grantor and, to the extent applicable, Designated Participants and their beneficiaries under the terms of this Trust Agreement (each, an “Authorized Party”).

Section 3. *Trustee Responsibility Regarding Payments to Trust Beneficiary When Grantor Is Insolvent.*

(a) The Trustee shall cease payment of benefits to the Designated Participants and their beneficiaries if the Grantor is Insolvent. The Grantor shall be considered “Insolvent” for purposes of this Trust Agreement if (i) the Grantor is unable to pay its debts as they become due, or (ii) the Grantor is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

(b) At all times during the continuance of this Trust, as provided in Section 1(d) hereof, the principal and income of the Trust attributable to the Grantor shall be subject to claims of general creditors of the Grantor under federal and state law as set forth below.

(1) The Board of Directors and general manager of the Grantor shall have the duty to inform the Trustee in writing of the Grantor’s Insolvency. If a person claiming to

be a creditor of the Grantor alleges in writing to the Trustee that the Grantor has become Insolvent, the Trustee shall determine whether the Grantor is Insolvent and, pending such determination, the Trustee shall discontinue payment of benefits to the Designated Participants or their beneficiaries.

Regular Board Meeting

September 7, 2006

Page Twenty-Two

(2) Unless the Trustee has actual knowledge of the Grantor's Insolvency, or has received notice from the Grantor or a person claiming to be a creditor alleging that the Grantor is Insolvent, the Trustee shall have no duty to inquire whether the Grantor is Insolvent. The Trustee may in all events rely on such evidence concerning the Grantor's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Grantor's solvency.

(3) If the Trustee has determined at any time that the Grantor is Insolvent, the Trustee shall discontinue payments to the appropriate Designated Participants or their beneficiaries and shall hold the assets of the Trust attributable to the Grantor for the benefit of the Grantor's general creditors. Nothing in this Trust Agreement shall in any way diminish any rights of the Designated Participants or their beneficiaries to pursue their rights as general creditors of the Grantor with respect to benefits due under the Arrangement.

(4) The Trustee shall resume the payment of benefits to the appropriate Designated Participants or their beneficiaries in accordance with Section 2 of this Trust Agreement only after the Trustee has determined that the Grantor is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if the Trustee discontinues the payment of benefits from the Trust pursuant to Section 3(b) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to the Designated Participants or their beneficiaries under the terms of the payment schedule for the period of such discontinuance, less the aggregate amount of any payments made to the Designated Participants or their beneficiaries by the Grantor in lieu of the payments provided for hereunder during any such period of discontinuance.

Section 4. *Payments to the Grantor.*

Except as provided in Section 3 hereof, the Grantor shall have no right or power to direct the Trustee to return to the Grantor or to divert to others any of the Trust assets before all payment of benefits have been made to the Designated Participants and their beneficiaries pursuant to the terms of the Arrangement.

Section 5. *Investment Authority.*

(a) The Trustee shall invest and reinvest the principal and income of the Trust (other than debt instruments or securities issued by the Grantor or any related entity) as directed by the Grantor or its properly designated agent which directions may be changed from time to time. To

the maximum extent permitted by law, the Trustee shall have no duty or responsibility (i) to advise with respect to, or inquire as to the propriety of, any such investment direction or (ii) for any investment decisions made with respect to the Trust by the Grantor. In the absence of

(b)

Regular Board Meeting

September 7, 2006

Page Twenty-Three

(c) investment direction, the Trustee shall have no obligation to invest Trust assets, but may invest Trust assets in any manner permitted under Section 5(c).

(d) The Grantor shall have the right at any time, and from time to time in its sole discretion, to substitute assets of equal fair market value, for any asset held by the Trust. This right is exercisable by the Grantor in a non-fiduciary capacity without the approval or consent of any person in a fiduciary capacity.

(e) Except as otherwise expressly directed by the Grantor in accordance with Section 5(a) above, in administering the Trust, the Trustee shall be specifically authorized to invest in U.S. Government obligations; U.S. Government agency obligations; State of Georgia obligations; obligations of counties, municipal corporations and political subdivisions of the State of Georgia which are rated "A" or better by Moody's Investors Services, Inc.; negotiable certificates of deposits issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association; repurchase agreements when collateralized by U.S. Government or agency obligations; and pooled investment programs sponsored by the State of Georgia for the investment of local government funds.

(f) The Trustee shall submit or cause to be submitted to the Grantor all information received by the Trustee regarding ownership rights pertaining to property held in the Trust.

(g) The Trustee may exercise all of the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under the laws of the State of Georgia, to the extent such rights, powers, options and privileges are consistent with any limitations under such laws applicable to the investment management of funds of the Authority.

(h) The Trustee may exercise the powers described in Section 5(c) with or without Authorized Instructions, but where the Trustee acts on Authorized Instructions, the Trustee shall be fully protected as described in Section 9.

Section 6. *Additional Powers of Trustee.*

(a) To the extent necessary or which it deems appropriate to implement its powers under Section 5 or otherwise to fulfill any of its duties and responsibilities as Trustee of the Trust, the Trustee shall have the following additional powers and authority:

(1) To register securities, or any other property, in its name or in the name of any nominee, including the name of any affiliate or the nominee name designated by any affiliate, with or without indication of the capacity in which property shall be held, or to hold securities in bearer form and to deposit any securities or other property in a depository or clearing corporation;

(2) Upon receiving the consent of an Authorized Party, to designate and engage the services of, and to delegate powers and responsibilities to, such agents, representatives, advisers, counsel and accountants as the Trustee considers necessary or

Regular Board Meeting

September 7, 2006

Page Twenty-Four

appropriate and, as part of its expenses under this Trust Agreement, to pay their reasonable expenses and compensation;

(3) To make, execute and deliver any and all documents, agreements or other instruments in writing as are necessary or desirable for the accomplishment of any of the powers and duties set forth in this Trust Agreement; and

(4) Generally, to do all other acts which the Trustee deems necessary or appropriate for the protection of the Trust.

(b) The Trustee at the direction of the Grantor may appoint a custodian, acceptable to the Grantor, to safeguard the assets of the Trust. The Grantor hereby authorizes and directs the Trustee to enter into such agreements with any such custodian as may be necessary to establish an account with the custodian. For administrative purposes, contributions deposited to the appointed custodian shall be deemed as contributions deposited with the Trustee on behalf of the Trust.

Section 7. *Disposition of Income.*

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested until distributed in accordance with the distribution provisions of this Trust.

Section 8. *Accounting by Trustee.*

(a) The Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Grantor and the Trustee. Within sixty (60) days following the close of each calendar year and within thirty (30) days after the removal or resignation of the Trustee, the Trustee shall deliver to the Grantor a written account of the administration of the Trust during such year or during the period from the close of the last preceding year to the date of such removal or resignation setting forth all investments, receipts, disbursements, and other transactions effected by it, including a description of all securities and investments purchased and sold with the cost or net proceeds of such purchases or sales (accrued interest paid or receivable being shown separately), and showing all cash, securities and other property held in the Trust at the end of such year or as of the date of such removal or resignation, as the case may be.

(b) The Trustee shall be entitled to rely on the records of a third party provider of recordkeeping services for the Arrangement and/or any third party custodial agent, but only if such

person(s) are appointed by the Grantor and not the Trustee, for the maintenance and provision of all records specified in this Section 8.

Regular Board Meeting
September 7, 2006
Page Twenty-Five

Section 9. *Responsibility of Trustee.*

(a) The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, provided, however, the Trustee shall incur no liability to any person for any action taken pursuant to a direction, request or approval given by the Grantor which is contemplated by, and in conformity with, the terms of the Arrangement or this Trust and is given in writing by the Grantor. In the absence of direction, request or approval from the Grantor, the Trustee shall also incur no liability to any person for any failure to perform an act not contemplated by or in conformity with, the terms of this Trust. In the event of a dispute between the Grantor and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute.

(b) To the extent permitted under the laws of the State of Georgia, if the Trustee undertakes or defends any litigation arising in connection with this Trust involving a party other than the Grantor, the Grantor agrees to indemnify the Trustee against the Trustee's costs, expenses and liabilities (including, without limitation, attorney's fees and expenses) relating thereto and to be primarily liable for such payments, except to the extent that the Grantor has an indemnification right pursuant to Section 14(f). If the Grantor does not pay such costs, expenses and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust.

(c) The Trustee may consult with legal counsel (who may also be counsel for the Grantor generally) with respect to any of the Trustee's duties or obligations hereunder. The Trustee may hire agents, accountants, actuaries, investment advisors, financial consultants or other professionals to assist it in performing any of the Trustee's duties or obligations hereunder.

(d) Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Code.

(e) The Trustee shall have, without exclusion, all powers conferred on trustees by applicable law, except as otherwise expressly provided herein; provided, however, that if an insurance policy is held as an asset of the Trust, the Trustee shall have no power to name a beneficiary of the policy other than the Trust, to assign the policy (as distinct from a conversion

of the policy to a different form) other than to a successor Trustee, or to loan to any person the proceeds of any borrowing against the policy.

(f) The Trustee shall not be liable for any expense, loss, claim or damage (including counsel fees) suffered by the Designated Participants arising out of or caused by any delay in, or Regular Board Meeting
September 7, 2006
Page Twenty-Six

failure of, performance by the Trustee, in whole or in part, arising out of, or caused by, circumstances beyond the Trustee's control and without its fault or negligence, including without limitation: acts of God, fires, flood, explosions, strikes, and acts of war or rebellion.

Section 10. *Compensation and Expenses of Trustee.*

The Grantor shall pay all administrative and Trustee's fees and expenses under this Trust Agreement as mutually agreed and, if not so paid, such fees and expenses may be withdrawn from the Trust by the Trustee. If the Trustee advances cash or securities for any purpose, or in the event that the Trustee shall incur or be assessed taxes, interest, charges, expenses, assessments, or other liabilities in connection with the performance of this Trust Agreement, except such as may arise from its own negligent action, negligent failure to act or misconduct, any property at any time held for the Trust shall be security therefor and the Trustee shall be entitled to collect from the Grantor or, if not paid, from the Trust sufficient cash for reimbursement of such taxes, interest, charges, expenses, assessments or other liabilities. If cash is insufficient, the Trustee may dispose of the assets of the Trust to the extent necessary to obtain the aforesaid reimbursement. To the extent the Trustee advances funds to the Trust for disbursements or to effect the settlement of purchase transactions, the Trustee shall be entitled to collect from the Grantor or, if not so paid, from the Trust an amount approximating the "federal funds" interest rate.

Section 11. *Resignation and Removal of Trustee.*

(a) The Trustee may resign at any time by written notice to the Grantor, which shall be effective sixty (60) days after receipt of such notice unless the Grantor and the Trustee agree otherwise.

(b) The Trustee may be removed by the Grantor on sixty (60) days notice or upon shorter notice accepted by the Trustee.

(c) Upon resignation or removal of the Trustee and appointment of a successor trustee, all assets shall subsequently be transferred to the successor trustee. The transfer shall be completed within one hundred twenty (120) days after receipt of notice of resignation, removal or transfer, unless the Grantor extends the time limit.

(d) If Trustee resigns or is removed, a successor shall be appointed, in accordance with Section 12 hereof, by the effective date of resignation or removal under paragraphs (a) or (b) of this Section. If no such appointment has been made, the Trustee may apply to a court of competent jurisdiction for appointment of a successor or for instructions. All expenses of the

Trustee in connection with the proceeding shall be allowed as administrative expenses of the Trust.

Regular Board Meeting
September 7, 2006
Page Twenty-Seven

Section 12. *Appointment of Successor Trustee.*

(a) If the Trustee resigns or is removed in accordance with Section 11(a) or (b) hereof, subject to the requirements of Section 11, the Grantor may appoint any third party, such as a bank trust department or other entity that may be granted corporate trustee powers under state law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new trustee, who shall have all of the rights and powers of the former trustee, including ownership rights in the Trust assets. The former trustee shall execute any instrument necessary or reasonably requested by the Grantor or the successor trustee to evidence the transfer.

(b) The successor trustee need not examine the records and acts of any prior trustee and may retain or dispose of existing Trust assets, subject to Sections 8 and 9 hereof. The successor trustee shall not be responsible for and, to the extent permitted under the laws of the State of Georgia, the Grantor shall indemnify and defend the successor trustee from any claim or liability resulting from any action or inaction of any prior trustee or from any other past event, or any condition existing at the time it becomes successor trustee.

Section 13. *Amendment or Termination.*

(a) This Trust Agreement may be amended by a written instrument executed by the Trustee and the Grantor. Notwithstanding the foregoing, no such amendment shall conflict with the terms of the Arrangement or shall make the Trust revocable.

(b) The Trust shall not terminate until the date on which the Designated Participants and their beneficiaries are no longer entitled to benefits pursuant to the terms of the Arrangement. Upon termination of the Trust any assets remaining in the Trust shall be returned to the Grantor.

(c) Upon written approval of the Designated Participants and, to the extent applicable, their beneficiaries entitled to payment of benefits pursuant to the terms of the Arrangement, the Grantor may terminate this Trust prior to the time all benefit payments under the Arrangement have been made. All assets in the Trust at termination shall be returned to the Grantor

Section 14. *Miscellaneous.*

(a) Any provision of this Trust Agreement prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

(b) Benefits payable to the Designated Participants and their beneficiaries under this Trust Agreement may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered or subjected to attachment, garnishment, levy, execution or other legal or equitable process.

Regular Board Meeting
September 7, 2006
Page Twenty-Eight

(c) This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

(d) This Trust Agreement shall be binding upon the successors and assigns of the parties hereto.

(e) To the extent permitted under the laws of the State of Georgia, the Grantor shall indemnify and hold harmless the Trustee from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by the Trustee in connection with this Trust Agreement, except as a result of the Trustee's own misconduct, negligence, failure to comply with the Trust Agreement or failure to comply with applicable law. This indemnification shall survive the termination of this Trust Agreement.

(f) The Trustee shall indemnify and hold harmless the Grantor from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by the Grantor as a result of the Trustee's own misconduct, negligence, failure to comply with the Trust Agreement or failure to comply with applicable law. This indemnification shall survive the termination of this Trust Agreement.

Section 15. *Effective Date.*

The effective date of this Trust Agreement shall be the Effective Date, as first set forth above.

THE GRANTOR:

CLAYTON COUNTY WATER AUTHORITY

By: _____

Title: Chairman of the Board

Attest: _____

Title: Secretary/Treasurer

THE TRUSTEE:

RELIANCE TRUST COMPANY

By: _____

Title: _____

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Regular Board Meeting
September 7, 2006
Page Twenty-Nine

UPON Motion by John Westervelt and seconded by Marie Barber it was unanimously

RESOLVED: to approve the resolution appointing Reliance Trust Company, 500 Northpark, Suite 400, 100 Abernathy Rd., Atlanta, GA 30328 to act as trustee with respect to The Clayton County Water Authority Excess Benefit Arrangement Grantor Trust effective September 7, 2006 and to authorize the Chairman to sign the Excess Benefit Arrangement along with any other necessary documents.

Mr. Brannan stated that the Authority pays dues to the Metropolitan North Georgia Water Planning District every year based on population of the County at fifteen cents per person (\$.15). For 2007, it is based on thirty cents (\$.30) per person due to updating the plan for the District. The Water Authority's portion is fifty-nine thousand one hundred twenty-nine dollars and seventeen cents (\$59,129.17), of which the Authority will get twenty percent (20%) back from the Stormwater program. The Authority has to pay this for water, sewer, and one half (1/2) of Stormwater for 2007. The County will pay one half (1/2) of the Stormwater portion for 2007. Mr. Brannan is requesting authorization to spend the fifty-nine thousand one hundred twenty-nine dollars and seventeen cents (\$59,129.17).

UPON Motion by Wes Greene and seconded by John Chafin it was unanimously

RESOLVED: to authorize the General Manager to pay the Metropolitan North Georgia Water Planning District dues for 2007 in the amount of fifty-nine thousand one hundred twenty-nine dollars and seventeen cents (\$59,129.17).

Mr. Brannan stated that the Authority has two hundred sixteen (216) different installations of Microsoft office products not including those on our server. Every other year, the Authority has to pay for the update of the software. The Authority budgeted forty-one thousand five hundred dollars (\$41,500) but additional funds are needed to pay the biannual fees for the Microsoft licenses. Mr. Brannan asked for approval of one hundred eighteen thousand ninety-eight dollars and thirty cents (\$118,098.30) in additional funds. Next year, the Authority will only have to purchase new installations, and then the next year we will have this software assurance fee to pay.

UPON Motion by Wes Greene and seconded by Lloyd Joiner it was unanimously

RESOLVED: to approve the additional funds for biannual fees for the Authority's Microsoft licenses in the amount of one hundred eighteen thousand ninety-eight dollars and thirty cents (\$118,098.30). The Authority had budgeted forty-one thousand five hundred dollars (\$41,500).

Regular Board Meeting

September 7, 2006

Page Thirty

Mr. Brannan stated that the Authority has taken possession of the building that was purchased for Stormwater. Our maintenance staff has taken a look at items such as phone communications, painting, maintenance repairs that need to be made. The Board has already budgeted money for this, but it is going to be about one hundred four thousand dollars (\$104,000) to make these repairs. Mr. Brannan just wanted to make the Board aware of the cost to bring that building up to the level of our other facilities. Some of this repair will be done in-house and some will be contracted out.

Mr. Brannan stated that there will be a vendor forum that we initiated on September 12th at 6:00 p.m. in the Commissioners Board Room. This will be sponsored by the Water Authority, the County, the School Board and the City of Forest Park which will enable vendors to become familiar with how to do business with us and give them an opportunity to ask questions they may have.

The Authority got a sales tax refund in the amount of sixty-two thousand eight hundred forty dollars and ten cents (\$62,840.10) for the Huie Constructed Wetlands Phase II project. This brings the total to date on the sales tax refunds to two million eight hundred sixty-eight thousand four hundred ninety-six dollars and eighteen cents (\$2,868,496.18). Thanks to Mike Buffington and Gabi Lafleur, in Finance, for their efforts in recovering these sales tax dollars.

Mr. Brannan wanted the Board to know that Mr. Bonner's picture is displayed in the lobby and asked the Board to go by and take a look.

The WEFTEC conference in Dallas will be Saturday, October 21st through Wednesday, October 25th. An itinerary will be mailed to the Board.

Ms. Barber, who is co-chair of Grassroots Leadership, which meets downstairs here at the Authority every Tuesday, has, as one of their projects, to "shadow" people who have positions on Boards in the community. Ms. Barber wanted to know if the Board would allow them to come and sit and observe one of our Board meetings.

Chairman McQueen told Ms. Barber to tell them to come anytime they wanted to attend our Board meetings.

Mr. Chafin wanted to let the Board know that the Tomato Sandwich rally which was held at Jim and Martha Wood's home, netted about forty thousand (\$40,000) dollars. Mr. Chafin thanked all those that donated to this worthy cause.

Upon Motion by Marie Barber and seconded by John Chafin it was unanimously

RESOLVED: that the regular session board meeting be adjourned.

Regular Board Meeting

September 7, 2006

Page Thirty-One

There being no further business to come before the open meeting, the meeting was adjourned.

Pete McQueen, Chairman

Walter Marie Barber, Secretary/Treasurer