

CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road
Morrow, Georgia 30260

Regular Board Meeting October 3, 2002

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

Present at the meeting were: Chairman, Pete McQueen, Vice Chairman, Lloyd Joiner, Board Members, Marie Barber, J. Alan Horton and Robbie Moore, Jr., General Manager, M. Wade Brannan, Deputy Manager, Terry R. Hicks, Department Managers, Frank Conort, Neal Wellons, Herbert Etheridge, Jr., Richard Calhoun, Guy Pihera and Mike Thomas, Executive Secretary, Patricia Groover, Assistant Manager of Administration, Scott Bailey, Human Resources Director, Ed Durham, Contract & Procurement Administrator, Karen Riser, Engineering Technician, Brian Warr, Information Services Supervisor, Rodney Crowell, Network Administrator, Chris Sims, Technical Communications Coordinator, Marshall Maddox, Land Management Supervisor, Lonnie Philpot, Chief Operator, Alice Cook, Resource Center Coordinator, Andy Wells and Sewer Tap & Repair Foreman, Billy VonDenBosch. Also present were: Steve Fincher, Fincher & Hecht, L.L.C., Rick Hirsekorn, of CH2M Hill, Todd Mason, of Jim Wood & Associates Public Relations, Justin Reedy, Clayton News Daily, Pete Scott, AJC and Visitor, Janelle Ewing.

Chairman McQueen called on Billy VonDenBosch, Sewer Tap & Repair Foreman, to give the invocation.

Chairman McQueen called for any omissions or additions to the minutes of the regular and executive board meeting on September 5, 2002, hearing none these minutes stand approved as presented.

Financial and Statistical Report: Chairman McQueen called on Frank Conort, Manager of Administration, who presented the monthly financial and statistical report. This report was received for information.

Chairman McQueen thanked Mr. Horton for his attendance in light of the fact that his wife's father had just passed away.

Chairman McQueen called on Janelle Ewing, Visitor, who voiced a concern regarding the process used by the Authority to collect the rental fee and deposit for the use of the Blalock/Shamrock Community Use Building (CUB). Ms. Ewing requested that the Board reconsider the Authority's policy regarding the collection of this rental fee and deposit. Chairman McQueen stated that the Board would give this issue consideration.

Land Management Employee Recognition: Chairman McQueen called on Lonnie Philpot, Land Management Supervisor, who stated that it is a pleasure for him to

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introduce a new Land Management Department employee Alice Cook, Chief Operator. Mr. Philpot stated that Ms. Cook would be managing the Authority's new Constructed Wetlands. Mr. Philpot called on Ms. Cook who gave the Board information concerning her educational background and the degrees she has earned, which qualifies her to manage the Authority's Constructed Wetlands. Ms. Cook stated that she is excited to be working for the Authority. Chairman McQueen stated that on behalf of the Board that he would like to welcome Ms. Cook and that he is sure that she will be an asset to the Authority.

CCWA Wide Area Network Presentation: Chairman McQueen called on Chris Sims, Network Administrator, who gave the Board an informational slide presentation on the Authority's completed Wide Area Network (WAN) project. Mr. Sims presentation included information on why it was necessary for the Authority to implement the WAN system and how the WAN system uses wireless technology that transports data among all the Authority's remote facilities. Mr. Sims stated that the WAN system was designed and installed using the Authority's personnel. Mr. Sims slide presentation also included the following CCWA Wide Area Network Project information. There was discussion with questions, which Mr. Sims and Mr. Brannan answered and gave additional information. Mr. Hirsekorn gave the Board information concerning how this project was accomplished with CH2M Hill employees and Authority employees working together. Mr. Hirsekorn stated that the Authority is very fortunate to have such capable employees.

CCWA WIDE AREA NETWORK

Project Overview:

- Key Goal – connect all remote facilities to HQ
- Budget: \$484,480 R&E Funded 2001
- Actual Cost: \$453,899
- Savings: \$30,581
- CH2M Hill Consulting Budget: \$40,000
- Actual Cost: \$34,925

Project Plan Responsibilities:

- Terry Hicks – Project Manager
- Chris Sims – Team Leader
- Marshall Maddox – Technical Coordinator
- Bruce Taylor – Engineering Services Supervisor

Start Date: May 2001 **Completion Date:** July 2002

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Vulnerability Assessment Task Order: Chairman McQueen called on Guy Pihera, Manager of Water Production, who updated the Board on the status of the Authority's water production and raw water reserve. Mr. Pihera discussed the information shown on the Water Supply Weekly Update for September 30, 2002 that was distributed to the Board. Mr. Pihera stated that the Authority's raw water reserve is at 78% capacity. Mr. Pihera stated that the Authority's finished water production is down 4.5% from the same time period last year.

Mr. Pihera discussed the following Task Order OP-02A-01 information that was distributed to the Board and requested the Board's approval for the Task Order for the CCWA Water System Vulnerability Assessment project.

CCWA Water System Vulnerability Assessment
CH2M HILL Task Order OP-02A-01
Approval Request

CCWA is required by USEPA to conduct a water system vulnerability assessment under House of Representatives Bill H.R. 3448.

CCWA has applied for and been approved to receive from USEPA a grant of \$115,000 to conduct these assessments.

The grant application submitted by CCWA specifies \$85,563 to be used to reimburse CCWA for staff personnel expenses related to the project and \$29,437 to be used for contractual services by our security consultant (CH2M Hill).

Funds for CCWA staff expenses will be used to augment the current budgeted personnel expenses of the Water Production Department. No additional staff expenses will be generated by this project.

Project Completion Date: February 15, 2003

This project will result in the completion of security assessments at water production and distribution facilities. The assessments will allow us to prioritize future security improvements. Completion of the assessments will also position CCWA to be eligible for proposed future grants from USEPA to facilitate physical security improvements.

TASK ORDER NO. OP-02A-01

This is an attachment to the AGREEMENT between CH2M HILL ("ENGINEER") and CLAYTON COUNTY WATER AUTHORITY ("OWNER"), for the project generally described as the Clayton County Water Authority (CCWA) Water System Vulnerability Assessment.

The purpose of this Task Order is for CH2M HILL to provide professional services to the OWNER in support of the Water System Vulnerability Assessment (VA) project. This project conducts a water system vulnerability assessment in accordance with the American Water Works Association Research Foundation (AWWARF)/Sandia National Laboratories "Risk Assessment Methodology for Water Utilities (RAM-W)".

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The OWNER is conducting a vulnerability assessment (VA) of its water system to comply with the provisions of the House Representatives Bill H.R. 3448, Public Health Security and Bio-terrorism Response Act of 2001. According to Bill H.R. 3448 community water systems are required to conduct vulnerability assessments under the authority of the Environmental Protection Agency (EPA). Under this Bill, community water systems serving a population of greater than 3,300 persons shall conduct an assessment of the vulnerability of its system to a terrorist act or other intentional acts intended to substantially disrupt the ability of the system to provide a safe and reliable source of drinking water.

ARTICLE 1 — SCOPE OF SERVICES

The scope of services for this task order includes:

1. **Conduct a method- driven review of the effectiveness of existing utility security measures for the water system, including use of workshops to foster the OWNER'S involvement in the review and decision process.**
2. **Identify deficiencies in existing utility security systems through the RAM-W methodology.**
3. **Evaluate potential security improvements to reduce the risk to the water system.**
4. **Document the assessment and recommend improvements.**

A workshop approach will be used to perform this project because of the critical requirement to have CCWA personnel involved throughout the project. The following are a list of workshops to be conducted for the tasks described below:

- Workshop No.1 – Tasks 1 & 2
- Workshop No. 2 – Task 3, 4, & 5
- Workshop No. 3 – Task 6
- Workshop No. 4 – Task 7

CH2M HILL will prepare sufficient information prior to each workshop so that all participants can review the material and be prepared to actively participate. CH2M HILL will provide oversight during the workshops.

TASK 1 – IDENTIFY CRITICAL FACILITIES AND ASSETS

Subtask 1.1: Review Prioritization of Critical Facilities

Based on the CCWA's understanding and use of the RAM-W methodology, the following preliminary listing of the CCWA's water system facilities has been developed:

Water System

CRITICAL ASSETS

Treatment Plants

- William J. Hooper 20MGD
- J.W. Smith 12MGD
- Freeman Road 10MGD

Distribution Re-pump Stations

- Morrow pump station
- Jonesboro pump station

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- Noah's Ark pump station
- Forest Avenue pump station

Elevated Tanks

- Lovejoy
- 138E
- 138W
- Conley Road
- Crystal Lake
- Barnett Road
- Mountain View
- Grant Road

Raw Water Reservoirs

- | | |
|-------------------------|---------------------|
| • Shoal Creek Reservoir | 2.1 Billion gallons |
| • Blalock Reservoir | 890 Million gallons |
| • Smith Reservoir | 844 Million gallons |
| • Hooper Reservoir | 280 Million gallons |

Raw Water Pump Stations

- Blalock
- Panhandle Road
- Garner

Other elements of the CCWA's system will be designated during the kickoff needs assessment workshop.

The CH2M HILL Security Team will meet with the Clayton County Water Authority personnel during a brief Project Kickoff Meeting at the Department's offices (assumed to be no longer than 6 hours) to introduce the Security Team, and review the project scope, schedule, and the CCWA's preliminary prioritization of the water system facilities. During this meeting, the CCWA will provide information to the Team needed for the assessment including, but not limited to, the following:

- Existing site plans for the water treatment, and key storage and conveyance facilities
- Existing design plans and specifications, and other pertinent documentation
- Security system equipment and procedures
- SCADA system security features

Subtask 1.2: Conduct Site Visits of Critical Facilities

Directly following the Project Kickoff Meeting in Subtask 1.1, site visits of each of the critical facilities will be conducted by CH2M HILL Security Team along with CCWA's Security personnel.

The CH2M HILL Security Team will work together with The Clayton County Water Authority security personnel with direct knowledge of the operation and maintenance of each facility, as well as other CCWA security forces.

The inspection of these facilities will be performed to collect the information listed below:

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- Identify security issues and vulnerabilities relative to man-made destruction of resources including explosives and cyber attack. Natural disasters will not be addressed in the vulnerability assessment because the CCWA already has emergency response plans in place to deal with these potential occurrences.
- Review physical security and site characteristics including proximity to the public, terrain, adjacent land uses, site access, site lighting, and existing physical barriers including fencing and hardened structures.

During these visits, the CH2M HILL/CCWA Security Team will gather information to develop a working knowledge of the facilities and current security system. Because this will not replace the inherent knowledge of the CCWA personnel regarding these facilities, operating procedures, and current security system, the CCWA's participation in the site visits and subsequent workshops is critical to the success of the project.

Subtask 1.3: Determine Critical Assets

Using the information from the site visits, a fault tree (or logic tree) exercise will be completed for each critical facility to identify the components within that facility that, if damaged, would result in the inability of the CCWA to provide a safe and reliable source of drinking water. The fault tree exercise will be conducted during Workshop 1 (1 day) to be conducted by the combined Security Team directly following the site visits. During this workshop, it may be necessary for the CCWA to have subject matter experts (in addition to the CCWA's Security Team members) participate in the workshop.

Task 1 Scope Summary:

1. Obtain from CCWA required information needed for the water system vulnerability assessment.
2. Conduct site visits of critical water facilities.
3. Complete fault tree exercise.

TASK 2 – DEVELOP OF DESIGN BASIS THREAT

According to the H.R. 3448, the EPA is currently developing a design basis threat (DBT) for water systems to utilize when conducting vulnerability and security assessments. If that DBT is available at the start of the project, it will be utilized throughout the study. If not, the CH2M HILL Security Team will work with CCWA to craft a DBT based on local intelligence from law enforcement agencies, as well as the Team's expertise and experience in protecting high-risk facilities.

Development of the DBT will also consider possible intentional contamination of raw water sources, as well as finished water at the treatment facilities and in the distribution system. Threats/hoaxes of such contamination and other possible actions that threaten the CCWA's ability to provide a safe and reliable source of drinking water will also be considered.

Task 2 Scope Summary:

1. Confirm design basis threat (DBT) for CCWA's water facilities. If required CH2M HILL Security Team and CCWA personnel will develop a DBT.
2. Submit meeting summary for Workshop 1.

TASK 3 – EVALUATE CURRENT PHYSICAL PROTECTION EFFECTIVENESS (PPE)

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Using the DBT developed in Task 2, the CH2M HILL/CCWA Security Team will develop adversary sequence diagrams (ASD) for each of the critical assets identified in Subtask 1.3. Using the ASDs, the current effectiveness of the physical protection system for each critical asset will be evaluated by using either the Estimate for Adversary Sequence Interruption (EASI) and/or Systematic Analysis of Vulnerability to Intrusion (SAVI) models. These models have been developed by Sandia National Laboratories and are the computerized version of the effectiveness methods discussed during the RAM-W training.

For a physical protection system to be useful in protecting a critical asset, the following three things must occur:

- Detection - The CCWA must have proper detection of a hostile act. The CH2M HILL/CCWA Security Team will review the current security equipment to determine if it is appropriate.
- Delay - Any element of the current security system that causes the DBT to take more time to reach their objective is considered a delay. When used properly this can provide sufficient protection of critical assets.
- Response - How long will it take for the on-site or off-site security personnel to get to the asset and neutralize the threat. The CH2M HILL/CCWA Security Team will review existing security procedures and level of preparedness of response staff.

All three of these elements are needed to determine the Probability of Effectiveness (P_E) of the existing physical protection system. Some of the questions that will be asked to evaluate the probability of effectiveness are:

- ◆ **General:** The general environment of the facility and overall security related details to include:
 - What law enforcement agency has jurisdiction? Supervisor name, number of patrol officers, average response time.
 - Numbers of persons requiring access to the facility by shifts.
- ◆ **Perimeter Security**
 - ◆ **Key Control:** process for protecting keys to gates, doors, facilities, etc. Questions include:
 - Who is responsible for key control? Written procedures?
 - List master keys. Who has them?
 - Are keys signed for?
 - Are any keys lost at this time?
 - ◆ **Alarm System:** This section covers any installed alarm systems; locations, type, and where alarm terminates (who answers alarm).
 - ◆ **Lighting:** This section covers lighting at perimeter, in area, on facilities, and in offices. Questions include:
 - Is there perimeter lighting? What type?
 - Are all perimeter lights on at night?
 - Are lights turned on automatically or manually?
 - Who is responsible for lighting maintenance?
 - Is there an auxiliary power system for lights?
- ◆ **Guard Service**
 - Name of service, name of supervisor.
 - Are there written guard orders?

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- How are guards trained? Weapons training?
- What communications equipment do they carry?

The evaluation results for the current physical protection system developed in Task 3 will be presented to the CCWA Security Team during Workshop 2.

Task 3 Scope Summary:

1. Develop adversary sequence diagrams for critical water assets.
2. Evaluate current effectiveness of physical protection systems for critical water assets.

TASK 4 – DEVELOP CONSEQUENCE TABLES

During Workshop 2, CH2M HILL will also work with the CCWA's Security Team members to develop consequence tables that will be used to evaluate the risks posed to each of the critical facilities. These tables will provide subjective rankings of low, medium and high to various criteria that will result in consequences to the CCWA's water facilities. These could include, but not be limited to: loss of water, loss of fire protection, loss of life, public perception.

Task 4 Scope Summary:

1. Develop consequence table for each critical water facility.

TASK 5 – EVALUATE CURRENT RISK TO REPRIORITIZE CRITICAL ASSETS

The following risk equation will be utilized to evaluate the risk for each of the critical assets identified as part of Task 1.

$$\text{Risk} = P_A(1-P_E)*C$$

Where:

Risk = is the likelihood of an undesirable event (0 to 100%)

P_A = probability of attack. As discussed in RAM-W, this value is assumed to be 1.0

P_E = probability of effectiveness of the PPE (0 to 1.0)

C = consequences should an undesirable event occur (0 to 1.0)

Working with the CCWA during Workshop 2, CH2M HILL will then determine what level of risk is acceptable for the CCWA's critical assets. The critical assets will then be reprioritized (as needed) based on their current risk of an undesirable event. This will then serve as the basis for developing a plan to reduce that risk. It is assumed that Workshop 2 will last no longer than 2 days to address Tasks 3, 4, and 5.

Task 5 Scope Summary:

1. Evaluate the current risk to critical water assets.
2. Submit meeting summary from Workshop 2.

TASK 6 – EVALUATE AND DETERMINE IMPROVEMENTS TO PPE

As can be seen from the equation in Task 5, the only two areas that the CCWA can impact is the probability of effectiveness and the consequences. In order to reduce risk, either P_E must be increased or the consequences must be reduced.

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In terms of reducing the risk by increasing the P_E , the Team will investigate and evaluate methods to increase the detection, improve the delay and/or improve the response to an alarm. CH2M HILL will identify and evaluate the various means to improve the CCWA's security system, such as the provision of surveillance and monitoring equipment and alarms, improved procedures, additional security personnel, and improved security training. In the case of a potential hoax, CH2M HILL will provide guidance to the CCWA regarding the establishment of a formal response and communication plan for hoaxes to address public perception regarding threats to the safety of drinking water.

A budget level cost estimate  be developed for the recommended improvements, and an implementation plan will be developed for the procurement or contracting of the recommended improvements to ensure that the quality, reliability, and ease of use of the recommended security system components are achieved.

Based on information gathered during the kickoff needs assessment workshop, CH2M HILL will focus on the following security system features in developing the recommended improvements and implementation plan:

- Timely implementation schedule
- Ability to select and obtain optimal security systems
- Ease of maintenance
- Viable system for all users
- Financially sound investment
- Minimizes undue disruption of operating staff
- Reliance on proven, not experimental, technology
- Reliable system without complicated features (bells and whistles) of limited value
- Easily integrated into existing policies and procedures
- Clear definition of required training
- Ability to monitor multiple sites simultaneously

CH2M HILL will present the information developed in this task during Workshop 3 (1 day) to be held at the CCWA's offices.

Task 6 Scope Summary:

1. Develop the recommended improvement and implementation plan for water facilities PPE.
2. Submit meeting summary from Workshop 3.

TASK 7 – PREPARE VULNERABILITY ASSESSMENT

CH2M HILL will prepare a summary of all of the findings from Tasks 1 through 6 in the form of the draft Vulnerability Assessment Report. Five copies of the draft Vulnerability Assessment Report will be submitted to the CCWA for review. Following submittal of the draft report, the CH2M HILL/CCWA Security Team Lead  Project Manager will meet during Workshop 4 to discuss draft report review comments.

The level of effort to complete this task is based on our knowledge of RAM-W and the assumption that the RAM-W methodology is the required methodology for water systems to use in conducting their vulnerability and security assessments.

The comments received from the CCWA during Workshop 4 will be addressed in preparing the final Vulnerability Assessment Report. Ten copies of the final Vulnerability Assessment Report, as well as an electronic copy, will be submitted to the CCWA.

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Task 7 Scope Summary:

1. Prepare and submit draft Water System Vulnerability Assessment Report.
2. Prepare and submit final Water System Vulnerability Assessment Report.
3. Submit meeting summary for Workshop 4.

ARTICLE 2 — COMPENSATION

Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the terms specified in Attachment B. Compensation shall be cost-reimbursable-per diem (time and expenses), with a maximum, not to exceed amount of \$29,437 without written approval from the OWNER.

ARTICLE 3 — SCHEDULE

The CH2M HILL Security Team is prepared to begin work within two weeks of receiving the Notice to Proceed from CCWA. The total project duration is estimated to be 3 months. Under the EPA program "Security Planning Grants for Large Drinking Water Utilities" award to Clayton County, CCWA must complete the water system vulnerability assessment and submit the completed VA report to EPA by December 31, 2002.

ARTICLE 4 — INSURANCE

The insurance coverage required for this "Task Order" is shown on the attached insurance Exhibit A.

OTHER PROVISIONS

NONE.

This Task Order will become part of the referenced AGREEMENT when executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, CLAYTON COUNTY WATER AUTHORITY

Dated this _____ day of _____, 2002

By: _____
Name Title

For ENGINEER, CH2M HILL

Dated this _____ day of _____, 2002

By: _____
Name Title

**EXHIBIT A
INSURANCE REQUIREMENTS
TASK ORDER OP-02A-01**

Clayton County Water Authority (CCWA) Water System Vulnerability Assessment

ENGINEER's Insurance

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The Engineer will maintain throughout the completion of the above and any subsequent task orders in connection with this project and after completion as required in this Exhibit A.

(a) Workers' compensation as required by the State (Statutory) where the work is performed and Employers Liability in the amount of one million (\$1,000,000) Each Per Accident, Per Disease Each Employee and Per Disease Policy Limit. ENGINEER shall also indemnify and hold OWNER harmless for any such liability that may attach to OWNER as a "statutory employer" of any of ENGINEER'S employees, agents or subcontractors. "An Alternate Employer Endorsement" naming the Owner as a protected Alternate Employer will be added to the Workers' Compensation policy.

(b) Automobile Liability insurance covering claims for injuries to persons and/or property arising from the use of motor vehicles, including onsite and offsite operations, owned, non-owned or hired vehicles, with \$1,000,000 Combined Single Limit.

(c) Commercial General Liability, Occurrence Form, including Contractual Liability, per Project General Aggregate Limit of Liability, losses caused by explosion, collapse and underground (X,C,U perils). The Owner is added as an Additional Insured using ISO Form CG 20-10 extended to include Products/Completed Operations, or an equivalent Additional Insured endorsement, either form must be acceptable to the Owner. The coverage is primary as to the work of the ENGINEER for the Owner and includes separation of insured's (cross liability). Additional Insured status will be certified to the Owner for a period of five (5) years following completion of the project. The General Liability shall cover claims for injuries to persons or damage to property arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors.

The limits of coverage shall be:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal or Advertising Injury
\$ 1,000,000	Fire Damage
\$ 5,000	Medical Payments
\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Occurrence and Aggregate

In the alternative, the ENGINEER may substitute a claims made policy in the same amounts and for the same coverage's, provided that it has full prior acts coverage and a five (5) year Extended Reporting Period included in the current policy.

(d) Professional liability insurance to include coverage for the Owner and all Subs, Engineers and Design Consultants, with a minimum limit of \$10,000,000 per claim and in the aggregate. The OWNER may increase the limit requirements where in the opinion of the OWNER such increase is desired. The policy shall contain an eight (8) year Extended Reporting Period or the Engineer will furnish the Owner evidence of continuing coverage for that same period of time after completion. The Retroactive date under the policy will predate any work for the Owner. Sixty (60) days prior written notice of cancellation or non-renewal shall be given to the OWNER in the event of termination or non-renewal.

The Owner may elect to obtain a PROJECT policy on a primary or excess basis. The Engineer will amend their PRACTICE policy to provide primary or excess coverage to increase the combined limits of coverage. Deductibles included in the policies will be the responsibility of the Engineer.

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(e) An Umbrella policy, including Excess following form, will be provided with a minimum limit of \$25,000,000 Per Occurrence and Aggregate (Per Project) and will apply over underlying policies for Automobile Liability, Commercial General Liability and Employers Liability. The Umbrella policy limits may be combined with the underlying limits to obtain the total limits required.

(f) The ENGINEER will furnish a Certificate of Insurance to the Owner for coverage's (a) Workers' Compensation/Employers Liability; (b) Automobile Liability; (c) Commercial General liability; (d) Professional Liability; and (e) Umbrella Liability. The certificates will include a copy of the endorsement on each policy, which requires written notice to the Owner in the event, or termination or non-renewal of at least sixty (60) days.

The certificates for the Commercial General Liability will also include a copy of the endorsement naming the Owner as an Additional Insured, providing primary coverage for Operations and Products/Completed Operations.

Waiver of Subrogation – ENGINEER waives subrogation against Owner as to Workers' Compensation including Employment Practices Liability, Automobile and Commercial General Liability Policies.

(g) Each and every policy required by this contract shall be with a company that is rated by Best as A- or better. Further, the OWNER shall not be responsible for any deductibles established by such policies.

Upon Motion by Alan Horton and seconded by Lloyd Joiner it was unanimously

RESOLVED: that CH2M Hill's Task Order OP-02A-01 for the project generally described as the CCWA Water System Vulnerability Assessment in the amount of twenty nine thousand four hundred thirty seven dollars (\$29,437) be approved.

Uniform Bids: Chairman McQueen called on Richard Calhoun, Manager of General Services, who discussed the information shown on the CCWA Uniform Bid Tabulation Sheet September 2002 that was distributed to the Board. Mr. Calhoun stated that it is the recommendation of the Authority's staff that the contract to provide uniforms for the Authority employees be awarded to the low bidder Command Uniforms. Mr. Calhoun stated that if any problems arise with the uniform service provide by Command Uniforms the Authority can give Command Uniforms a thirty-day notice to discontinue service and rebid the Authority's uniform service.

**Clayton County Water Authority
 Uniform Bid Tabulation
 Price Per Unit - September 2002**

<u>ITEM</u>	<u>Cintas</u>	<u>Image Builders</u>	<u>Command Uniforms</u>	<u>Riverside</u>
Shirts - L/S button down Med Blue				
Men	16.75	18.50	14.95	18.85
Women	12.41	15.00	11.95	18.85
Shirts - L/S button down White				

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	<u>Women</u>	<u>12.18</u>	<u>15.00</u>	<u>12.15</u>	<u>18.85</u>
Shirts - L/S button down Khaki					
	<u>Men</u>	<u>19.65</u>	<u>22.00</u>	<u>17.95</u>	<u>19.97</u>
Shirts S/S Button Down Med Blue					
	<u>Men</u>	<u>13.95</u>	<u>16.50</u>	<u>12.95</u>	<u>17.86</u>
	<u>Women</u>	<u>10.42</u>	<u>13.50</u>	<u>9.25</u>	<u>17.86</u>
Shirts S/S Button Down White					
	<u>Men</u>	<u>13.57</u>	<u>16.00</u>	<u>12.45</u>	<u>17.86</u>
	<u>Women</u>	<u>10.11</u>	<u>13.50</u>	<u>9.25</u>	<u>17.86</u>
Shirts - S/S button down Khaki					
	<u>Men</u>	<u>17.26</u>	<u>19.00</u>	<u>15.95</u>	<u>18.98</u>
Smocks					
	<u>Women</u>	<u>13.80</u>	<u>15.50</u>	<u>11.95</u>	<u>23.30</u>
Coveralls					
	<u>Insulated – Navy</u>	<u>51.50</u>	<u>43.50</u>	<u>47.95</u>	<u>65.73</u>
	<u>Non-insulated</u>	<u>26.97</u>	<u>23.50</u>	<u>21.45</u>	<u>37.08</u>
Jackets					
	<u>Quilted Hip – Navy</u>	<u>31.59</u>	<u>27.00</u>	<u>26.75</u>	<u>34.31</u>
	<u>Windbreaker Lined Hip</u>	<u>23.69</u>	<u>22.00</u>	<u>24.45</u>	<u>24.28</u>
Pants Long – Navy					
	<u>Men Regular Fit</u>	<u>14.55</u>	<u>13.00</u>	<u>12.75</u>	<u>23.66</u>
	<u>Men 35/37 Waist</u>	<u>16.35</u>	<u>15.50</u>	<u>13.45</u>	<u>23.66</u>
	<u>Men 100% Cotton</u>	<u>20.15</u>	<u>17.00</u>	<u>19.95</u>	<u>25.84</u>
	<u>Women's Belt</u>	<u>16.15</u>	<u>14.50</u>	<u>14.55</u>	<u>N/A</u>
	<u>Women's Elastic</u>	<u>16.10</u>	<u>14.50</u>	<u>14.45</u>	<u>23.66</u>
	<u>Women's 100% cotton</u>	<u>20.10</u>	<u>18.50</u>	<u>19.95</u>	<u>25.84</u>
Shorts					
	<u>Regular Fit – Navy</u>	<u>13.15</u>	<u>12.50</u>	<u>11.75</u>	<u>19.71</u>
Shirts - Short Sleeve Polo					
	<u>Light Blue</u>	<u>17.65</u>	<u>16.50</u>	<u>13.45</u>	<u>17.89</u>
	<u>White</u>	<u>17.40</u>	<u>16.05</u>	<u>13.45</u>	<u>17.89</u>
	<u>Khaki</u>	<u>17.65</u>	<u>16.50</u>	<u>13.45</u>	<u>17.89</u>
	<u>Royal Blue</u>	<u>16.85</u>	<u>14.50</u>	<u>13.75</u>	<u>17.89</u>
Name Plates					
	<u>White Twill with Navy</u>	<u>1.25</u>	<u>0.00</u>	<u>1.00</u>	<u>1.30</u>
Totals		<u>\$477.23</u>	<u>\$468.05</u>	<u>\$425.80</u>	<u>\$585.72</u>
Annual Order - Lead Time	40 days	21-30 days	60 days	30 days	
New Hire-Lead Time	15 days	7-10 days	30 days	5 days	

Staff recommends that the low bidder Command Uniforms be awarded the contract to provide CCWA uniforms.

NOTE: Both Cintas and Image Builders have additional charges for oversized items.

Upon Motion by Robbie Moore and seconded by Marie Barber it was unanimously

RESOLVED: that the contract to provide uniform service for Authority employees be awarded to Command Uniforms for the low bid price per uniform unit of four hundred twenty five dollars and eighty cents (\$425.80).

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Design of Solids Dewatering Facilities Update: Chairman McQueen called on Mike Thomas, Manager of Program Management & Engineering, who updated the Board on the design of solids dewatering facilities projects for Shoal Creek WRF, Northeast WRF and J.W. Smith WPP. Mr. Thomas gave the Board an informational slide presentation and discussed the following design of solids dewatering facilities information that was distributed to the Board.

**PROJECT UPDATE
DESIGN OF SOLIDS DEWATERING FACILITIES
SHOAL CREEK WRF, NORTHEAST WRF, FREEMAN
ROAD WPP AND J. W. SMITH WPP**

Project includes services of CH2M Hill for schematic design, design development, detailed design, preparation of construction documents and bid phase of solids dewatering facilities for the biosolids generated by the Shoal Creek WRF and the Northeast WRF, and alum residuals generated by the J. W. Smith WPP and the Freeman Road WPP. Design will be in accord with the "Residuals Management Plan" dated June 2002, prepared by CH2M Hill. In general the project will include one dewatering facility at Shoal Creek WRF to handle Shoal Creek and J. W. Smith solids, one facility at Freeman Road and modifications to the facilities at Northeast WRF.

Centrifuge equipment will be pre-selected in a process similar to the one used for the UV Advanced Disinfection project. Technical proposals will be received from four centrifuge suppliers and evaluated by CH2M Hill. Scope and price will be negotiated with the highest ranked supplier and the final price included in the bid documents. Construction of the project will then be competitively bid.

Project Managers:

- CH2M Hill, Engineers – Jim Hawley
- Clayton County Water Authority – Mike Buffington

Task Order Amount: \$ 890,000

Funding: The project is funded by the Series 2001 Bond Issue.

Little Learners Academy Sewer Installation (GDOT): Chairman McQueen called on Mike Thomas, Manager of Program Management & Engineering, who discussed the following Little Learners Academy Sewer Extension information that was distributed to the Board. Mr. Thomas gave a slide presentation showing location maps. There was discussion concerning this information.

LITTLE LEARNERS ACADEMY SEWER EXTENSION

Little Learners Academy is a Daycare facility on Highway 138 near Stockbridge. The Georgia DOT's proposed widening of Hwy 138 will impact this business. The septic tank system for the facility is on the front side of the building and would have to be removed as part of Georgia Department Of Transportation's (GDOT's) widening project. GDOT's options for obtaining the right-of-way include buying the business out or providing a connection to a sanitary sewer system. This business is in the area that is served by CCWA's Reeves Creek Outfall and Lift Station but would require a 2,360 foot 8 inch sewer extension.

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GDOT cannot perform property or easement acquisition outside their project boundaries so they have asked if CCWA can obtain the easements for this sewer extension if GDOT would pay for design and construction. This project would provide sewer service to seven other land parcels totaling at least 47 acres. CCWA would be responsible for all easement acquisition costs and GDOT would be responsible for all engineering, permitting and construction costs. GDOT's engineering and construction estimate for this project is \$179,963, which we believe is more than adequate to cover the project costs. We anticipate that easement acquisition costs will be minimal because installation of sewer will benefit these potentially commercial tracts.

Upon Motion by Robbie Moore and seconded by Alan Horton it was unanimously

RESOLVED: to authorize the Authority to proceed with this project with the stipulation that information concerning any cost to the Authority is brought back to the Board for approval.

New Service Agreement Recommendation: Chairman McQueen called on Wade Brannan, General Manager, who gave the Board information concerning the following proposed Service Agreement that was distributed to the Board. Mr. Brannan stated that this new proposed Service Agreement more effectively addresses the relationship between the Authority and the Authority's customers. Mr. Brannan called on Steve Fincher, Attorney for the Authority, who gave the Board information concerning the content of the new Service Agreement and why the new Service Agreement would be beneficial to the Authority. There was discussion concerning this information.

SERVICE AGREEMENT

1. Applicant hereby applies for water and/or sewer service at the service address listed on the reverse side (the 'Property') with the Clayton County Water Authority (hereinafter 'CCWA'), and in consideration of such service being supplied by CCWA, Applicant agrees to adhere to the rules and regulations of CCWA now in force or which may hereafter be adopted. The terms of this Agreement may be modified by CCWA without specific notice to Applicant. This clause is to be read in harmony with clause (2) and service will not be terminated except in accordance with clause (2).
2. At the signing of this Agreement, Applicant acknowledges that Applicant is responsible for payment of the billing on the meter for the Property until such time as Applicant notifies CCWA to discontinue service. Failure to sign this Agreement does not relieve Applicant's responsibility to make timely payments on the account; Applicant's acceptance of service from CCWA shall constitute Applicant's acceptance of the terms of this Agreement. Further, Applicant hereby grants access to CCWA and its agents, officers and employees to the Property for the purpose of repairing, installing, removing, checking, turning on and off, and reading the meter for the Property. Applicant also acknowledges that the meter box lid and all materials inside the meter box are CCWA property and shall remain so, and CCWA shall have the authority to control and regulate their use. Applicant hereby acknowledges that he/she/it is prohibited from connecting to any other water source while connected to and receiving service from CCWA, including but not limited to, wells located on the Property or any other water supply. Applicant is required to notify CCWA in writing of any such source present either now or in the future. It is Applicant's responsibility to install and maintain a pressure-reducing valve on Applicant's plumbing line. During each meter installation, CCWA installs a backflow

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preventer. There is a potential for the Applicant to have a problem with thermal expansion from hot water in the water heater, and it is Applicant's responsibility to have the water heater inspected.

3. The terms of this Agreement are designed to comply with Official Code of Georgia § 36-60-13, where applicable, and as such this Agreement does not constitute a debt or multi-year obligation on the part of CCWA. This Agreement shall terminate at the end of each calendar year and may automatically renew each calendar year unless service is discontinued by CCWA, or where the Applicant elects to discontinue service, upon one (1) business day notice to CCWA at 1600 Battle Creek Road, Morrow, Georgia 30260. A 'business day' shall be Monday through Friday excluding holidays and CCWA emergencies between the hours of 8:00 a.m until 5:00 p.m.

If Applicant was receiving water and/or sewerage services before the date of adoption of the terms of this Agreement by CCWA Applicant nevertheless shall be considered to have agreed, acknowledged, sworn or affirmed to and accepted the terms of this Agreement by virtue of the continued use of CCWA services and such continued use of services shall constitute full acceptance of the terms herein without further signature on any additional agreement. Notice shall be deemed sufficient when provided to Applicant by: (a) newspaper advertisement in the legal organ of Clayton County; and (b) notice sent to Applicant's last known address via insert in his/her/its water bill/invoice after the date of adoption.

4. This Agreement may not be assigned by Applicant without written permission from CCWA. This agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of CCWA and its respective successors and, if applicable, assigns.
5. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.
6. If any provision of this Agreement, or application thereof to any person, entity or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
7. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
8. Applicant may be a corporation, partnership, person, business or other legal entity. Applicant acknowledges, swears or affirms, and represents that all information provided in this application/agreement is true and that Applicant has authority to legally bind themselves and any and all other entities that are receiving service under this agreement.
9. On occasion Applicant may be required to comply with operational requests of duly authorized CCWA representatives. Failure to comply with such requests shall be considered a material breach of this Agreement and shall be cause for: (a) termination of service; (b) collection action and reporting to credit agencies; (c) civil legal action, attorney's fees and court and other costs; and (d) criminal prosecution where such failure to follow requests constitute a crime or an ordinance violation.

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10. Failure to pay all invoices in a timely manner shall be considered a material breach of this Agreement and cause for: (a) termination of service; (b) collection action and reporting to credit agencies; (c) civil legal action, attorney's fees and court and other costs; and (d) criminal prosecution where such failure to follow requests constitute a crime or an ordinance violation.
11. Applicant acknowledges that a person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than One Thousand and 00/100 Dollars (\$1,000.00) or by imprisonment for not less than one nor more than five years, or both. Official Code of Georgia § 16-10-20.
12. Applicant agrees to indemnify, save and hold harmless, and defend CCWA, its officers, boards, agents and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of the provision of services or the failure to provide services hereunder, including but not limited to, reasonable attorneys' fees and court as well as other costs if such fees and costs are deemed necessary by CCWA.
13. Applicant understands that, from time to time, water service may be interrupted by any of a number of causes, including but not limited to cancellation of service for nonpayment or temporary suspension of service for repairs, and Applicant agrees to keep all water outlets on the Property turned off during such periods in order to prevent flooding should water service resume. Applicant understands and accepts that it is Applicant's responsibility to keep all water outlets turned off except at such times as Applicant is actually using water in accordance with applicable laws. In the event of flooding at Applicant's site resulting from Applicant's failure to keep all water supplies turned off pursuant to the Paragraph or when not otherwise being used by Applicant, Applicant shall make no claim against the Authority as a result of such flooding, and Applicant hereby waives any such claim that Applicant may have against the Authority for any damages whatsoever, including but not limited to property damage and attorney fees, that may result from such flooding. Applicant accepts full responsibility and liability for any such flooding. Applicant shall indemnify and hold harmless CCWA from any costs, including but not limited to court costs and attorney fees that CCWA may incur as a result of any such claim made by Applicant in violation of this Paragraph.

Upon Motion by Marie Barber and seconded by Lloyd Joiner it was unanimously

RESOLVED: to approve the Authority's new Service Agreement as presented.

Mr. Brannan gave information concerning the W.B. Casey WRF Expansion Groundbreaking Ceremony at 10:00 a.m. on Wednesday, October 16th and invited Board Members to attend.

There was discussion concerning the 75th WEFTEC Annual Technical Conference, the presentation given at the conference by Mike Thomas, Manager of Program Management & Engineering and the presentation given to the Authority by CH2M Hill employees.

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Lonnie Philpot, Land Management Supervisor, gave the Board information on how the Authority's new Wide Area Network is beneficial to the Land Management employees.

Mr. Brannan gave the Board information concerning the Authority's Employee Appreciation Day starting at 11:00 a.m. on Saturday, October 12th at the Blalock Community Use Building. Mr. Brannan invited all Board Members and their families to attend.

Chairman McQueen stated that he would entertain a motion for the Board to go into executive session to discuss acquisition of land.

Upon Motion by Lloyd Joiner and seconded by Marie Barber it was unanimously

RESOLVED: that the Board adjourns into executive session, the Board reserved the right to return to the open session.

Chairman McQueen called the regular Board meeting back into open session.

Mr. Brannan stated that at last months' meeting the decision was made to change the Authority's banking needs from Tucker Federal Bank to Sun Trust Bank. Mr. Brannan gave the Board information concerning his discussion with a representative of Tucker Federal Bank who assured him that the banking services provided to the Authority by Tucker Federal Bank would not change in any way. Mr. Brannan stated that he is providing this information in order to give the Board an opportunity to reconsider moving the Authority's banking services from Tucker Federal Bank. There was discussion concerning this information.

Upon Motion by Lloyd Joiner and seconded by Alan Horton it was

RESOLVED: that the Authority continues banking services with RBC Centura Bank (previously Tucker Federal Bank). This motion passed with Robbie Moore opposing the motion.

Mr. Brannan stated that the Board was previously given information concerning the Authority, in cooperation with the City of Atlanta, being required to move one of the meters that the Authority purchases water through from the City of Atlanta. Mr. Brannan stated that the City of Atlanta is paying all costs associated with moving this meter and that the Authority is having this meter moved using the contractor that is under an annual contract with the Authority, Tom Davidson and Sons, Inc. Mr. Brannan gave a slide presentation showing on a map the area where the meter will be relocated. Mr. Brannan gave the Board information concerning the Authority's contractor having to use a subcontractor to bore under Interstate 285 at Clark Howell Hwy at a cost of

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approximately two hundred fifty thousand dollars. Mr. Brannan stated that because this project is time sensitive the Authority has requested that Tom Davidson and Sons, Inc. obtain bids from subcontractors to do this bore. There was discussion concerning this information and the cost associated with moving this meter. Mr. Brannan assured the Board that all costs associated with moving this meter including the cost of doing the bore would be paid by the City of Atlanta.

Mr. Brannan gave the Board information concerning his meeting with representatives of the Clayton County Development Authority (Development Authority) in regards to the outstanding debt the Development Authority owes to Clayton County Water Authority (CCWA). Mr. Brannan stated that the representatives of the Development Authority assured him that this debt would be paid.

Mr. Brannan stated that the Authority received approval to proceed with the Authority's Backflow Prevention Program, which will be paid for with money from the GEFA loan.

Mr. Brannan gave the Board information concerning a customer request that the Authority consider using budget billing. There was discussion concerning ways the Authority might implement budget billing. There was a Board request that Mr. Brannan and Mr. Hicks bring information concerning this issue back to the Board.

There was additional discussion concerning Janelle Ewing's request that the Board consider changing the Authority's policy regarding the collection of rental fees and deposits for the Authority's Blalock/Shamrock CUB. There was a Board request that Mr. Brannan and Mr. Hammock bring information concerning this issue back to the Board.

Upon Motion by Robbie Moore and seconded by Lloyd Joiner it was unanimously

RESOLVED: that the regular session board meeting be adjourned.

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

Pete McQueen, Chairman

H. Lindy Rogers, Secretary/Treasurer