

CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road
Morrow, Georgia 30260

Regular Board Meeting, November 6, 2008

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, and Board Members, Wes Greene, John Westervelt and John Chafin. General Manager, P. Michael Thomas, Deputy Manager, Mike Bennett, Department Managers, Guy Pihera, Herbert Etheridge, Teresa Adams, Terry Moy and Jim Poff, Program Management Engineer, Mike Buffington, Finance Director, Emory McHugh, MIS Director, Rodney Crowell, Stormwater Program Manager, Kevin Osbey, Customer Accounts Director, Morris Kelly, Human Resources Director, Ed Durham, Public Information Officer, Suzanne Brown, and Executive Secretary, Janet Matthews. Also present were: Legal Counsel, Steve Fincher of Fincher, Denmark & Williams, Jay Kirk from CH2M Hill, and Aleisa Howell from KPMG and the following employees: Lenny Clupper, Eddie Lane, Denise Carothers, Ralph Lee, Rase Kelley, Andy Eason, Clifton Scarbary, Johnny Meek, Josh Clanton, Zachary Michaels, Anthony Butler, Renee' Dumas, and Monte Ellis. Board member, Doug Bonner was not present.

Chairman McQueen called on Lenny Clupper, 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, October 2, 2008 and the Called Board Meeting minutes held on October 20, 2008. Hearing none, the minutes were approved as presented.

Financial and Statistical Report: Chairman McQueen called on Emory McHugh, Finance Director, to give our financial report. Mr. McHugh reviewed the financial information that was given to the Board for the five-month period ending September 30, 2008.

Employee Recognition: Chairman McQueen called on Guy Pihera, Manager of Water Production, to update the Board on the 9th annual Wetlands & Watershed Festival which was held on Saturday, October 4, 2008. There were 622 visitors combined with 39 volunteers and 24 exhibitor staff for a total of 685 people on the Wetlands site throughout the day. Of the 39 volunteers, 31 were CCWA employees and family members.

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Several environmental agencies & organizations were on hand; such as, the EPA Wetlands Section, the GA Forestry Commission, the Atlanta Audubon Society and the GA Wildlife Federation. Other nature centers were well represented as well (Reynolds Nature Preserve, Dauset Trails Nature Center & DNR's Charlie Elliott Wildlife Center). Some Clayton County agencies were represented such as the Library System, the Pre-Kindergarten program and the 4-H program. Many visitors throughout the day stopped by our Natural Treatments table to look at wetlands plants and displays and learn about this unique system from NTS and CH2MHILL staff. Also, funds were raised for the American Cancer Society with the sale of hamburgers and hotdogs.

Mr. Pihera recognized Carol Lambert, Senior Conservation Specialist at the Newman Wetlands Center and thanked her for the excellent job in coordinating the Wetlands & Watershed Festival again this year. Thanks also to CH2M Hill for their donation for T-shirts for the event.

Ms. Lambert stated that it was a good day for the Festival and a lot of the people were appreciative of what the Authority does for the community.

Chairman McQueen called on Kevin Osbey, Stormwater Program Manager, who explained that every fall CCWA and Keep Clayton Beautiful sponsor the Clayton County stream cleanup. This year's "Rivers Alive" event occurred at Tar Creek at Rex Park in the northeast portion of the county. In years past, this event has only been held at Swint Elementary School. Our goal is to rotate this event on an annual basis so that we can affect the majority portion of the county.

This year we had over seventy (70) volunteers that came from around the county. Morrow's High School ECO Club, Smith Elementary School Beta Club, Cub Scout Pack 297, Ellenwood Wal Mart, AT&T Pioneers, Representatives of the U. S. Army, CH2M Hill and Commissioner Sonna Singleton, State Representative Mike Glanton, and Sheriff-Elect Kem Kimbrough also attended the event.

A conglomeration of items was recovered from the stream for a total of roughly 2.8 tons of trash - 5,600 pounds. Mr. Osbey acknowledged the following employees for their assistance for this year's effort: Terry Moy, Randy Thamer and Pearla Glanton from Program Management, Tony Head, Cindy Land, Leonard Moore and Steve Thompson from General Services and John Beal from the Stormwater Department. This was a great event, and we had a good turnout.

Chairman McQueen called on Jim Poff, Manager of Water Reclamation, to introduce and recognize Andy Eason for passing his Class III Wastewater Operator exam. Andy started in February of 2004 in the Natural Treatment System area as an Irrigation

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Maintenance worker. He then became an equipment operator and decided he wanted to be in operations. Andy began to volunteer his time at the Shoal Creek facility and learned about the Wastewater Treatment operations before he secured a position as an operator. Mr. Poff wanted to thank Andy for all his hard work and dedication and recognize him for passing his Class III exam.

Andy thanked his co-worker, Eddie Lane, for all his help and guidance.

Mr. Poff asked Eddie Lane and Monte Ellis to come forward. Eddie has actually already retired, and Monte will be retiring on November 21, 2008.

Eddie started in the Natural Treatment System department in 1987. Shortly after that Eddie transferred to the Water Reclamation department at the Jackson Plant where he has spent most of his career. In 2004, we closed the Jackson Plant and Eddie went to the Shoal Creek facility where he had to learn a whole new plant. Eddie did an excellent job while at Shoal Creek. He passed his Class II and Class I, achieving the highest level of certification. Eddie has been a very dedicated operator and has always been a conscientious employee. He will be dearly missed.

Eddie gave a quick summary of his working career and stated how much he has enjoyed his twenty-one (21) years with the Authority.

Mr. Poff next introduced Monte Ellis, who has been with the Authority for thirty-two (32) years. Monte grew up in the Atlanta area, graduated from Forest Park High School, and worked for his first twenty-one (21) years at our Jackson Plant. Monte then moved over to our maintenance department and was there for about three (3) years as an office assistant. Monte decided to go back to Water Reclamation and became part of the Grease Management Program when it was just getting started seven (7) years ago. This program involves checking grease traps and educating people in the restaurant business and other service facilities in the county. Monte was very instrumental in getting that program started. He has been the program's only inspector. Mr. Poff complimented Monte on the excellent job he has done. Monte is a good team player and is very organized. Mr. Poff thanked Monte for his thirty-two (32) years of excellent service.

Monte stated that he has enjoyed his career here at the Authority, having started at the age of 20 and having stayed for thirty-two (32) years. He thanked the Board and Management for the opportunity and commended our grease program and his fellow workers.

Chairman McQueen called on Herbert Etheridge, Manager of Distribution and Conveyance, who recognized Josh Clanton for passing his Wastewater Collection State

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Certification and the following employees for passing their Water Distribution State Certification: Cliff Scarbary, Johnny Meek, Anthony Butler and Zach Michaels. Mr. Etheridge thanked and congratulated these employees for attaining these certifications.

Chairman McQueen called on Teresa Adams, Manager of General Services, who recognized Rase Kelley for his twenty (20) years of service. Ms. Adams gave some background information on Rase and congratulated him for his years of service.

Ms. Adams next recognized Ralph Lee who is retiring on November 21, 2008, after ten and a half (10½) years of service. Ralph is a dedicated employee who very rarely takes any time off. Ralph has been an equipment operator, Senior Fleet Mechanic in the garage and is currently the Fleet Shop Foreman. Ms. Adams thanked Ralph for his service and congratulated him on his retirement.

Ralph stated that he appreciates his years here at the Authority and is looking forward to retirement.

Mr. Thomas next asked Jim Poff to come forward to be recognized for his twenty (20) years of service. Mr. Thomas gave some background information on Jim stating that he graduated from the University of Wisconsin with a biology degree with a chemistry minor. Jim came to the Water Authority as a chemist in one of our labs and eventually managed the lab and became Manager of Water Reclamation when Neal Wellons retired. Jim has done an excellent job in Water Reclamation helping us to control costs. Mr. Thomas congratulated Jim and thanked him for all his efforts.

Audit Presentation-KPMG: Chairman McQueen called on Aleisa Howell with KPMG who handed out a booklet on the Audit of the Water Authority and reviewed the information with the Board.

Atlanta Lift Station Force Main Installation Bid Recommendation: Chairman McQueen called on Terry Moy, Manager of Program Management & Engineering, to present the Force Main Installation Bid Recommendation for the Atlanta Lift Station project.

This Project is one of three (3) phases that comprise the Atlanta Lift Station Project including:

- Phase 1: Interstate/Railroad Crossings
- Phase 2: Wastewater Forcemain Pipeline
- Phase 3: Lift Station

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This project generally includes the construction of approximately 15,000 feet (~3 miles) of 16-inch ductile iron pipe that will be used to redirect wastewater that is currently being discharged to the City of Atlanta, back into the CCWA wastewater collection system for treatment. Jack and bore crossings of major roads/railroads will be paid for separately by CCWA under an existing annual services contract.

Eighteen (18) bids were opened by CCWA on October 21st as shown below.

	Contractor	Bid Amount
1	Southeastern Contracting	\$399,652.04
2	Coffman Grading & Utilities, LLC	\$423,932.00
3	Tom Davidson & Sons, Inc.	\$466,017.77
4	McNair Grading, Inc.	\$469,543.14
5	Strack, Inc.	\$585,113.90
6	KM Davis Contracting Co., Inc.	\$607,818.40
7	Gary's Grading & Pipeline Co., Inc	\$623,946.75
8	Hall Construction	\$681,710.00
9	J.D. Stephens, Inc.	\$743,354.90
10	Riner Construction Co., Inc.	\$774,214.00
11	Gordy Construction	\$779,589.75
12	Bri Utility Construction Inc.	\$833,833.45
13	D&J's Pipeline Co.	\$848,964.19
14	Garney Construction	\$876,133.77
15	Site Engineering	\$1,127,223.00
16	Rockdale Pipeline, Inc.	\$1,275,175.06
17	Steele & Associates, Inc.	\$1,398,203.25
18	Bickers Construction	\$2,189,320.00

The budget for this work including jack and bore crossings and an additional 600 feet of forcemain which will be constructed as a part of the Interstate 75 Crossing Project was estimated at \$2.3M. All work required under this part of the project is expected to be under budget. The Atlanta Lift Station Project will be completed using R & E funds. CCWA staff recommends awarding this contract to the apparent low bidder, Southeastern Contracting for their bid price.

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

RESOLVED: to award the Atlanta Lift Station Forcemain Construction project to Southeastern Contracting in the amount of three hundred ninety-nine thousand six hundred fifty-two dollars and four cents (\$399,652.04).

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Atlanta Lift Station Interstate 75 Crossing Proposal Recommendation: Mr. Moy continued with the Interstate 75 Crossing Proposal Recommendation.

This work is part of Phase 1: Interstate/Railroad Crossings which also includes:
Phase 1: Interstate/Railroad Crossings
Phase 2: Wastewater Forcemain Pipeline
Phase 3: Lift Station

This work was previously advertised in August 2008 as a part of a package of three major crossings. Two of the crossings have now been awarded under an existing CCWA annual services contract. The original proposals evaluated for this remaining crossing were considered non-responsive.

This work generally consists of a 300 foot crossing of Interstate 75 and has been modified to include the remaining 250 feet of conventional trench and bury installation of 16-inch ductile iron pipe forcemain needed to connect to the existing gravity sewer system. This work is one of the most challenging parts of the forcemain construction and therefore was prepared as a qualifications-based Request for Proposal (RFP) as opposed to lowest bid award.

Proposals were opened on October 21st and evaluated by a CCWA selection team based on the proposal criteria.

Contractor	Total Amount
Rockdale Pipeline	\$684,687.11
Site Engineering	\$799,321.60
Bradshaw Construction	\$1,051,968.40
Morgan Contracting	\$1,699,043.04

CCWA staff recommends award to Rockdale Pipeline in the amount of \$684,687.11. This work will be completed using R & E Funds.

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

RESOLVED: to award the Interstate 75 Crossing project to Rockdale Pipeline in the amount of six hundred eighty-four thousand six hundred eighty-seven dollars and eleven cents (\$684,687.11).

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Sewer Use Policy Recommendation: Chairman McQueen called on Jim Poff, Manager of Water Reclamation, who explained that Water Reclamation had an audit about six (6) months ago on their Pretreatment and Grease Programs.

In response to comments from the Georgia Environmental Protection Division (EPD), CCWA Staff is requesting Board approval of Enforcement Response Plans (ERPs) for our Industrial Pretreatment and Grease Control Programs. The ERPs are basically standard operating procedures for handling compliance issues with our sewer system. High concentration wastewater can cause dangerous conditions in our sewers and upsets at our treatment plants resulting in permit violations and increased treatment costs. Excessive grease discharged to the sewer system can cause blockages in sewer lines and maintenance issues in pump stations. CCWA took over enforcement of the grease trap facilities in restaurants from Public Health to insure they were being operated properly and keeping grease out of the CCWA sewers. The EPD also requires publicly owned treatment systems to implement these programs. Board adoption of these plans shows that the Board and upper management support the approach taken by our staff to resolve problems with noncompliance. These approaches are not new, but have never received formal Board adoption.

CLAYTON COUNTY WATER AUTHORITY
INDUSTRIAL PRETREATMENT ENFORCEMENT RESPONSE PLAN

A.) Introduction

The purpose of this document is to present a plan for uniform enforcement actions to deal with Industrial User noncompliance with applicable state and federal laws required by the Clean Water Act of 1977 and the General Pretreatment Regulations (40 CFR 403).

B.) Industrial User Inventory

The General Pretreatment Regulations, 40 CFR 403.8 (f)(2), require all POTWs to identify potential industrial users subject to the requirements of the pretreatment program and to identify the volume and character of pollutants discharged by the industrial users. The following list includes a number of resources used by Clayton County Water Authority for identifying new facilities:

- 1.) Telephone listings
- 2.) Previous survey results
- 3.) Industrial directories
- 4.) Industrial park tenant lists
- 5.) Sewer connection permits
- 6.) Referrals from other agencies (Board of Health, etc.)

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- 7.) Site visits
- 8.) Reports from other regulated industries
- 9.) Citizen reports
- 10.) Contact from potential industries
- 11.) Observations by sampling/surveillance/inspection/personnel
- 12.) Newspaper, trade journal, or business magazine articles
- 13.) Chamber of Commerce
- 14.) Clayton County Economic Development Director.

All new industries subject to pretreatment requirements are issued a permit and added to the master list of regulated facilities.

C.) Compliance Monitoring Procedures

Compliance monitoring activities conducted by Clayton County Water Authority are necessary to identify and document violations that can be presented as admissible and irrefutable evidence in administrative actions and legal proceedings. Industrial compliance with applicable regulations is determined and evaluated through:

- 1.) Self-monitoring data from industrial users
- 2.) Inspections conducted by Clayton County Water Authority
- 3.) Surveillance sampling and analysis conducted by Clayton County Water Authority
- 4.) Evaluation of application information by Clayton County Water Authority.

D.) Data Screening

The majority of the data to be screened and evaluated is generated through self-monitoring and Clayton County Water Authority surveillance sampling. All data generated by these two activities are reviewed by the Pretreatment Coordinator on a daily basis. Each violation is noted and appropriate enforcement action initiated. The specific responses and time frames are detailed in the Enforcement Response section. Screening and tracking of reports submitted as part of a schedule of compliance are reviewed at least twice monthly. Action is taken if required reports are not received or if milestones are missed. Tracking of timely submission of information is done on a checklist made specifically for that purpose.

E.) Identification of Violations

The identification of a violation of pretreatment requirements, regardless of the severity, will initiate the enforcement process. Discovery of a violation may occur as result of any number of activities, which include:

- 1.) Review of Clayton County Water Authority surveillance-sampling results
- 2.) Review of industrial user self-monitoring results
- 3.) Spill/accidental discharge reports from industrial user
- 4.) 24-hour notification of violation by the industry

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- 5.) Site visits/inspections by Clayton County Water Authority
- 6.) Other information provided by industrial user employees
- 7.) Observations of field personnel
- 8.) Information provided by the public or private citizens
- 9.) Review of compliance schedule requirements
- 10.) Review of agreed judgment requirements
- 11.) Information provided by other agencies.

Once violations are identified, it is the responsibility of the Pretreatment Coordinator to implement the appropriate enforcement response required in the plan. When determining an appropriate response, particularly one, which includes the imposition of penalties and/or fines, the specific procedures outlined in the Enforcement Response section, must be followed. However, additional criteria may be used in the determination including:

- 1.) Magnitude of violation
- 2.) Duration of violation
- 3.) Effect of the violation on the POTW's receiving waters
- 4.) Compliance history of the industrial user
- 5.) Good faith of the industrial user
- 6.) Pollutants of particular importance to the POTW.

F.) Enforcement Procedures

Generally, all violations identified by Clayton County Water Authority are reviewed, evaluated, and addressed by the appropriate enforcement response. The majority of enforcement actions begin with issuance of an initial letter of violation. This letter describes the nature of the violation and informs the industrial user that any additional violations may result in an escalated enforcement action. Once the industrial user has been notified of a violation or has knowledge of a condition which is a violation, the industrial user may be allowed up to thirty (30) days to correct the noncompliance before escalation of the enforcement process occurs. This thirty (30) day period applies only to the initial violation. Any violations occurring after this period will be evaluated according to plan procedures.

G.) Enforcement Remedies Available to Clayton County Water Authority

The following list is arranged from least severe to most severe:

- 1.) Verbal Warning (VW)
- 2.) Site Visit (SV)
- 3.) Letter of Violation (LOV)
- 4.) Notice of Violation (NOV)
- 5.) Increased Self-monitoring (ISM)
- 6.) Consent Orders (CO)
- 7.) Show-cause Hearing (SCH)
- 8.) Compliance Order or Schedule of Compliance (SOC)
- 9.) Cease and Desist Order (CDO)

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- 10.) Administrative Fines (AF)
- 11.) Emergency Suspensions (ES)
- 12.) Termination of Discharge (TOD)
- 13.) Water Supply Severance (WSS)
- 14.) Judicial Enforcement Remedies or Litigation (LIT)

For further information or definitions of these enforcement remedies, consult the Clayton County Water Authority Sewer Use Ordinance section 98-13.

H.) Staff Responsibilities

- 1.) Pretreatment Coordinator and staff oversee all collection and screening of data, organization of enforcement actions, review of actions taken, and general management of enforcement response procedures. They are authorized to administer enforcement remedies from Verbal Warnings to Increased Self-monitoring.
- 2.) General Manager and Water Reclamation Department Manager shall oversee escalated enforcement remedies of Consent Orders to Litigation.

I.) Enforcement Response Guide

- Part 1 - Sampling, monitoring, and reporting violations
- Part 2 - Compliance schedule violations
- Part 3 - Discharge limitations violations
- Part 4 - Violations detected through inspections/field monitoring.

Abbreviations -

- SNC = Significant Noncompliance
- TRC = Technical Review Criteria
- RCI = Recovery of Costs Incurred

SAMPLING, MONITORING, AND REPORTING VIOLATIONS (Part 1)

<u>Noncompliance</u>	<u>Circumstances</u>	<u>Range of Response</u>
Failure to sample, monitor, report (routine reports), or Baseline monitoring report	Isolated or Infrequent	VW, LOV, NOV Require a report within ten days
Failure to sample, monitor, report, or notify (more than 30 days late)	Does not respond to letters, does not follow through on verbal or written agreement, or frequent violation – SNC	CO, SCH, SOC

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Failure to notify of effluent limit violation or slug discharge	Isolated or Infrequent	VW, LOV, NOV Require a report within ten days
Failure to notify of effluent limit violation or slug discharge	Frequent or continued violation - SNC	CO, SCH, SOC
Failure to notify of effluent limit violation or slug discharge	Known environmental or POTW damage results - SNC	AF, LIT and/or RCI
Sampling, monitoring or reporting deficiencies (computational or typographical errors)	Isolated or Infrequent	VW, LOV, NOV
Sampling, monitoring or reporting deficiencies (missing information or late reports)	Isolated or Infrequent	LOV, NOV, CO corrections made before next submit
Sampling, monitoring or reporting deficiencies	Continued, remaining uncorrected 30 days or more - SNC	CO, SCH, SOC

* Whenever an LOV is issued that requires a response and the industrial user fails to respond, the next level of enforcement should be taken.

** Enforcement responses may be escalated as needed.

COMPLIANCE SCHEDULE VIOLATIONS (Part 2)

<u>Noncompliance</u>	<u>Circumstances</u>	<u>Range of Response</u>
Reporting false information	Any instance - SNC	LIT, Criminal investigation
Missed interim date	Will not cause late final date or other interim dates	VW, LOV

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Missed interim date	Will result in other missed interim dates, good or valid cause	LOV, NOV, CO
Missed interim date	Will result in other missed interim dates, no valid cause - SNC	CO, SCH, AF
Missed final date	Violation due to strikes, act of God, etc.	Permitee must have documentation of good or valid cause
Missed final date	90 days or more outstanding, failure or refusal to comply without valid cause	CO, SCH, AF
Failure to install required equipment	Continued - SNC	CO, SCH, AF

* Whenever an LOV is issued that requires a response and the industrial user fails to respond, the next level of enforcement should be taken.

** Enforcement response may be escalated as needed.

DISCHARGE LIMITATIONS VIOLATIONS (Part 3)

<u>Noncompliance</u>	<u>Circumstances</u>	<u>Range of Response</u>
Exceeding final limits (categorical, local or prohibited discharge)	Infrequent or isolated	VW, LOV, NOV
Exceeding final limits	Frequent or violations which are SNC	CO, SCH, SOC
Exceeding interim limits (categorical, local or prohibited discharge)	No known damages	VW, LOV, NOV
Exceeding interim limits	Results in known POTW or environmental damage – SNC	CO, SCH, SOC

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Reported slug loading	Isolated, without known damage	VW, LOV, NOV
Reported slug loading	Isolated with known interference, pass through, damage - SNC	SCH, AF
Reported slug loading	Recurring - SNC	AF, LIT
Discharge without permit or approval	One time without POTW or environmental damage	VW, LOV, NOV
Discharge without permit or approval	One time which results in environmental damage, continued violation - SNC	CO, SCH, AF
Discharge without permit or approval	Continuing violation, known environmental or POTW damage - SNC	AF, LIT, Request for criminal investigation

* Whenever an LOV is issued that requires a response and the industrial user fails to respond, the next level of enforcement should be taken.

** Enforcement responses may be escalated as needed.

VIOLATIONS DETECTED THROUGH INSPECTIONS / FIELD MONITORING (Part 4)

<u>Noncompliance</u>	<u>Circumstances</u>	<u>Range of Response</u>
Violation of an analytical procedure	No evidence of intent	LOV, NOV, Immediate correction required
Violation of an analytical procedure	Evidence of negligence or intent - SNC	Request a criminal investigation
Violation of a permit condition	No evidence of intent	LOV, NOV, Immediate correction required
Violation of a permit condition	Evidence of negligence or intent - SNC	Request a criminal investigation

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* Whenever an LOV is issued that requires a response and the industrial user fails to respond, the next level of enforcement should be taken.

** Enforcement responses may be escalated as needed.

- 1.) Time frames for enforcement responses in part 1 to part 4:
 - a.) All violations will be identified and documented within five (5) working days of receiving compliance information.
 - b.) Initial enforcement responses involving contact with industrial user and requesting information on corrective or preventative action(s) will occur within thirty (30) days of violation detection.
 - c.) Follow up actions for continuing or recurring violations will be taken within sixty (60) days of the initial enforcement response. For all continuing violations, the response will include a compliance schedule.
 - d.) Violations which threaten health, property or environmental quality are considered emergencies and will receive immediate responses such as halting the discharge of the user.

CLAYTON COUNTY WATER AUTHORITY GREASE ENFORCEMENT RESPONSE PLAN

A.) Introduction

The purpose of this document is to present a plan for uniform enforcement actions to deal with User noncompliance with applicable state and federal laws required by the Clean Water Act of 1977 and the CCWA Sewer Use Ordinance, specifically section 98-7 dealing with grease.

B.) User Inventory

It is the responsibility of CCWA to maintain an inventory of users that have or are required to have grease interceptors. The following list includes a number of resources used by Clayton County Water Authority for identifying new facilities:

- 1.) Telephone listings
- 2.) Previous survey results
- 3.) Restaurant directories
- 4.) Sewer connection permits
- 5.) Referrals from other agencies (Environmental Health, etc.)
- 6.) Site visits
- 7.) Reports from other regulated industries

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- 8.) Citizen reports
- 9.) Contact from potential restaurants
- 10.) Observations by sampling/surveillance/inspection/personnel
- 11.) Newspaper, trade journal, or business magazine articles
- 12.) Chamber of Commerce
- 13.) Clayton County Economic Development Director.

All new food service facilities are subject to requirements in the CCWA Grease Management Program and are added to the master list of regulated facilities.

C.) Compliance Monitoring Procedures

Compliance monitoring activities conducted by Clayton County Water Authority are necessary to identify and document violations that can be presented as admissible and irrefutable evidence in administrative actions and legal proceedings. Industrial compliance with applicable regulations is determined and evaluated through:

- 1.) Reported data from users
- 2.) Inspections conducted by CCWA or Health Officer
- 3.) Surveillance sampling and analysis conducted by CCWA
- 4.) Evaluation of application information by CCWA

D.) Data Screening

The majority of the data to be screened and evaluated is generated through manifests, maintenance logs, inspections, and sampling. All data generated by these activities are reviewed by the Pretreatment Coordinator on a weekly basis. Each violation is noted and appropriate enforcement action initiated. The specific responses and time frames are detailed in the Enforcement Response section. Screening and tracking of reports submitted as part of a schedule of compliance are reviewed at least twice monthly. Action is taken if required reports are not received or if milestones are missed. Tracking of timely submission of information is done on a checklist and database made specifically for that purpose.

E.) Identification of Violations

The identification of a violation of grease requirements, regardless of the severity, will initiate the enforcement process. Discovery of a violation may occur as result of any number of activities that include:

- 1.) Review of Clayton County Water Authority surveillance-sampling results
- 2.) Review of user manifests and maintenance logs
- 3.) Spill/accidental discharge reports from user
- 4.) Notification of violation by the user
- 5.) Site visits/inspections by Clayton County Water Authority

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- 6.) Other information provided by the user's employees
- 7.) Observations of field personnel
- 8.) Information provided by the public or private citizens
- 9.) Review of compliance schedule requirements
- 10.) Review of agreed judgment requirements
- 11.) Information provided by other agencies.

Once violations are identified, it is the responsibility of the Pretreatment Coordinator to implement the appropriate enforcement response required in the plan. When determining an appropriate response, particularly one that includes the imposition of penalties and/or fines, the specific procedures outlined in the Enforcement Response section must be followed. However, additional criteria may be used in the determination including:

- 1.) Magnitude of violation
- 2.) Duration of violation
- 3.) Effect of the violation on the POTW
- 4.) Compliance history of the industrial user
- 5.) Good faith of the industrial user

F.) Enforcement Procedures

Generally, all violations identified by Clayton County Water Authority are reviewed, evaluated, and addressed by the appropriate enforcement response. The majority of enforcement actions begin with issuance of an initial notice of violation. This letter describes the nature of the violation and informs the user that any additional violations may result in an escalated enforcement action. Once the user has been notified of a violation or has knowledge of a condition which is a violation, the user may be allowed up to thirty (30) days to correct the noncompliance before escalation of the enforcement process occurs. This thirty (30) day period applies only to the initial violation. Any violations occurring after this period will be evaluated according to plan procedures.

G.) Enforcement Remedies Available to Clayton County Water Authority

The following list is arranged from least severe to most severe:

- 1.) Verbal Warning (VW)
- 2.) Site Visit or Re-inspection (SV)
- 3.) Notice of Violation (NOV)
- 4.) Increased Self-monitoring or reporting (ISM)
- 5.) Consent Orders (CO)
- 6.) Show-cause Hearing (SCH)
- 7.) Compliance Order or Schedule of Compliance (SOC)
- 8.) Cease and Desist Order (CDO)

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- 9.) Administrative Fines (AF)
- 10.) Emergency Suspensions (ES)
- 11.) Termination of Discharge (TOD)
- 12.) Water Supply Severance (WSS)
- 13.) Judicial Enforcement Remedies or Litigation (LIT)

For further information or definitions of these enforcement remedies, consult the Clayton County Water Authority Sewer Use Ordinance section 98-13.

H.) Staff Responsibilities

- 1.) Pretreatment Coordinator and staff oversee all collection and screening of data, organization of enforcement actions, review of actions taken, and general management of enforcement response procedures. They are authorized to administer enforcement remedies from Verbal Warnings to Increased Self-monitoring.
- 2.) General Manager and Water Reclamation Department Manager shall oversee escalated enforcement remedies of Consent Orders to Litigation.

CCWA GREASE ENFORCEMENT RESPONSE GUIDE

Noncompliance	Nature of Violation	Range of Response
Record or Reporting Violation	Missing or incomplete Information	VW, SV, NOV
	Failure to provide Required reports (30 days late)	NOV, SCH, SOC, AF
LIT	Falsification of records or manifests	CO, SCH, SOC, AF, TOD, WSS,
Failure to Maintain Grease Interceptor	Infrequent	NOV, SCH, SOC, AF
LIT	Frequent or Recurring	CO, SCH, SOC, AF, TOD, WSS,
Improper Waste Disposal LIT	Evidence of Intent (Dumping into sewer)	CO, SCH, SOC, AF, TOD, WSS,

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Compliance Schedules	Missed Milestone	VW, SV, NOV
LIT	Failure to Install Required Equipment	CO, SCH, SOC, AF, TOD, WSS,
LIT	Missed Final Date (90 days outstanding without valid cause)	CO, SCH, SOC, AF, TOD, WSS,
Failure to Mitigate LIT Noncompliance or Cease Production	Failure to cease discharge	CO, SCH, SOC, AF, TOD, WSS,
Failure to Provide Free Access to Facility or records LIT	Initial Violation Recurring Violation	VW, SV, NOV CO, SCH, SOC, AF, TOD, WSS,

CCWA ENFORCEMENT GUIDANCE AND TIME FRAMES

- 1.) Whenever an NOV is issued that requires a response and the user fails to respond, the next level of enforcement should be taken.
- 2.) Enforcement responses may be escalated as needed and CCWA is empowered to take more than one enforcement action against any non-compliant user.
- 3.) CCWA may charge any user for Recovery of Costs incurred.
- 4.) Time frames for enforcement responses:
 - a.) All violations will be identified and documented within five (5) working days of receiving compliance information.
 - b.) Initial enforcement responses involving contact with industrial user and requesting information on corrective or preventative action(s) will occur within thirty (30) days of violation detection.

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- c.) Follow up actions for continuing or recurring violations will be taken within sixty (60) days of the initial enforcement response. For all continuing violations, the response will include a compliance schedule.
- d.) Violations that threaten health, property or environmental quality are considered emergencies and will receive immediate responses such as halting the discharge of the user.

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

RESOLVED: to formally approve the required Enforcement Response Plans (ERPs) for the Authority's Industrial Pretreatment and Grease Control Programs, which are standard operating procedures for handling Environmental Protection Division (EPD) compliance issues with our sewer system.

Strategic Master Plan CH2M Hill Task Order: Chairman McQueen called on Mike Buffington, Program Management Engineer, who is requesting approval for the Task Order with CH2M Hill for our 2010 Strategic Master Plan.

The Water Authority has been active in long-term planning since 1960 and operates under a Ten Year Master Plan for additions and improvements to the water and wastewater systems. Master Plan 2000, adopted by the board as Water Resources Initiative 2000, was the fifth such plan and included a capital improvements plan with almost \$250 million in upgrades to our water and wastewater facilities. Most projects included in Master Plan 2000 are complete, and the program has remained on schedule and within budget throughout the planning period.

This project includes technical services provided by CH2M Hill for the development of the 2010 Strategic Master Plan (Phase 1). This plan will serve as the road map to implement future organizational and physical improvements. The plan will evaluate the existing organization and infrastructure, will be a comprehensive exercise, and will provide a defined strategic plan to increase efficiency of operations while maintaining quality service to the customers of the Water Authority.

Future phases of this master plan will include wastewater collection modeling and water distribution system modeling.

Project Managers:
CH2M Hill, Engineers – Jay Kirk

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Clayton County Water Authority – Terry Moy

Proposed Task Order Amount:
Task Order Amount – \$ 293,257
Time and Materials (not to exceed amount)

Funding:
The project will be funded by R&E Funds

CCWA Staff recommends approval of Task Order RE-08-05 titled 2010 Strategic Master Plan for a budget of \$293,257.

Upon Motion by John Chafin and seconded by John Westervelt it was unanimously

RESOLVED: to approve the 2010 Strategic Master Plan Task Order (RE-08-05) in the not-to-exceed amount of two hundred ninety-three thousand two hundred fifty-seven dollars (\$293,257), based on time and materials.

Georgia WARN Contract: Chairman McQueen called on Mike Bennett, Deputy Manager, to present Georgia Water/Wastewater Agency Response Network Mutual Aid Agreement.

GAWARN
Georgia Water/Wastewater Agency Response Network
Mutual Aid Agreement (MAA)

The national water industry is committed to a “Utilities Helping Utilities” concept and is taking steps to encourage utilities and local/state governments to establish intrastate mutual aid and assistance networks. The purpose of these networks is to provide a method whereby water/wastewater utilities that have sustained damages from natural or manmade events could obtain emergency assistance in the form of personnel, equipment, materials, and other associated services as necessary, from other water/wastewater utilities. The objective is to provide rapid, short-term deployment of emergency services to restore the critical operations of the affected water/wastewater utility.

A pre-established agreement (MAA) among a network of utilities will complement and enhance local capabilities to prepare for, and respond to, a broad range of threats, both natural and manmade. The establishment of such intrastate mutual aid and assistance networks is a core principle of the National Preparedness Goal developed by the Department of Homeland Security. States that have formally adopted Water/Wastewater

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Agency Response Network MAA to date include Georgia, Florida, Texas, California, Louisiana and Washington.

The following Georgia governments have executed the Georgia Water/Wastewater Agency Response Network MAA:

Cobb Marietta Water Authority
Gwinnett County
City of Atlanta
Douglasville/Douglas County Water and Sewer Authority
Columbus Water Works
City of Flowery Branch
Glynn County/City of Brunswick
City of Auburn
City of Griffin
City of Thomasville
Macon Water Authority

CCWA Staff requests approval to execute the following agreement.

**GEORGIA WATER & WASTEWATER AGENCY RESPONSE NETWORK
MUTUAL AID AGREEMENT**

RECITALS

WHEREAS, certain Georgia water and wastewater agencies (the "Parties") have formed the "Georgia Water & Wastewater Agency Response Network," ("Georgia WARN"), to share resources and to assist each other in the event of emergencies that disrupt utility services; and

WHEREAS, the Parties have agreed to enter into this "Georgia Water & Wastewater Agency Response Network Mutual Aid Agreement," (hereinafter, the "Agreement"), to set forth the terms and conditions by which emergency assistance may be requested and provided; and WHEREAS, by executing this Agreement, the Parties hereto express their intent to participate in a program for Mutual Aid and Assistance within the State of Georgia, as authorized by the Georgia Emergency Management Act, O.C.G.A. Chapter 38-3, (the "Act"); and

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WHEREAS, the Act was enacted to protect public health and safety and to preserve the lives and property of the people of this state; and

WHEREAS, the Act authorizes political subdivisions of the State of Georgia to enter into mutual aid plans and agreements with other public and private agencies for the furnishing or exchange of equipment, personnel, services and supplies and for reimbursement of costs and expenses incurred in responding to emergencies, including temporary restoration of public utility services and other functions related to civilian protection.

NOW, THEREFORE, in consideration of the promises and the mutual undertaking as hereinafter set out, the Members of the Georgia WARN, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of the respective governing authorities, mutually agree as follows:

ARTICLE I.
PURPOSE

The Parties recognize that emergencies may overwhelm the ability of a Georgia WARN member utility to provide services to its customers and may require assistance in the form of personnel, equipment, services and supplies from outside the area of the impact of the emergency. Therefore, the Georgia WARN member utilities hereby establish within the State of Georgia an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance Program, the Parties shall coordinate response activities and shall share resources during emergencies. This Agreement sets forth the procedures and standards for the administration of the Intrastate Mutual Aid and Assistance Program.

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ARTICLE II.
DEFINITIONS

A. Emergency—A natural or manmade catastrophic event that threatens life or property and that is, or is likely to be, beyond the control of the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program Member.

B. Member—Any Party to this Agreement.

C. Authorized Official—An employee of a Member that is authorized by the Member's governing board or management to request assistance or offer assistance under this Agreement.

D. Requesting Member—A Member who requests assistance in accordance with the terms and conditions of this Agreement and of the Mutual Aid and Assistance Program.

E. Responding Member—A Member that responds to a request for assistance under the terms and conditions of this Agreement and the Mutual Aid and Assistance Program.

F. Period of Assistance—A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when all personnel of the Responding Member return to their residence or place of work, whichever is first, (portal

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to portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

G. National Incident Management System (NIMS)—A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.

H. Work or Work-Related Period – Any period of time in which either the personnel or equipment of the Responding Member are being used by the Requesting Member to provide assistance. Specifically included within such period of time are rest breaks when the personnel of the Responding Member will return to active Work within a reasonable time. Also, included is mutually agreed upon rotation of personnel and equipment.

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ARTICLE III.
ADMINISTRATION

The Mutual Aid and Assistance Program shall be administered through Regional Committees, as needed, and a Statewide Committee. The purpose of a Regional Committee is to provide local coordination of the Mutual Aid and Assistance Program before, during, and after an emergency. The designated regions are consistent with the existing public health or emergency management regions of the state. Each Regional Committee, under the leadership of an elected Chairperson, shall meet annually to address Mutual Aid and Assistance Program issues. Each Regional Committee shall also meet annually to review emergency preparedness and response procedures. The Chairperson of each Regional Committee represents their Regional Committee's interests on the Statewide Committee. In addition to representing the interests of the Members, the Statewide Committee includes representatives from (list other organizations that may have a role to play in the Mutual Aid and Assistance Program, e.g., public health, emergency management, Rural Water Association, American Water Works Association, etc.). Under the leadership of the Chair, the Statewide Committee members shall plan and coordinate emergency planning and response activities for the Mutual Aid and Assistance Program.

ARTICLE IV.
OPERATIONAL AND PLANNING PROCEDURES

In coordination with the Regional Committees, the Georgia Department of Emergency Management, and the public health system of the state of Georgia, the Statewide Committee shall develop operational and planning procedures for

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the Mutual Aid and Assistance Program. These procedures shall be updated at least annually. Each of the Members agrees that it shall participate in the development of operational and planning procedures that identify the critical parts of its own infrastructure. The Members recognize that the Committees, set forth in Article III, above, shall develop a Mutual Aid and Assistance Program Manual and a Mutual Aid and Assistance Handbook to set forth general procedures and standards that shall be followed by each Member. The general procedures and standards of the Mutual Aid and Assistance Program Manual and the Mutual Aid and Assistance Handbook are incorporated into the terms and conditions of this Agreement by reference.

ARTICLE V.
REQUESTS FOR ASSISTANCE

1. Member Responsibility: Within forty-eight (48) hours after execution of this Agreement, Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available for mutual aid and assistance response. In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for assistance shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the procedures and standards to be adopted, (see Article IV).

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2. Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available to respond to the request for assistance. As soon as possible after completing the evaluation, the Authorized Representative shall inform the Requesting Member whether it has the resources to respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

3. Discretion of Responding Member's Authorized Official: Each of the Members recognize and agree that execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have absolute discretion as to the ability of that Member to respond to a request for assistance. An Authorized Member's decisions on the availability of resources shall be final.

ARTICLE VI. RESPONDING MEMBER PERSONNEL

National Incident Management System: When providing assistance under this Agreement, the Requesting Utility and Responding Utility should be organized and should function under the National Incident Management System.

The National Incident Management System (NIMS) provides a consistent nationwide approach that allows federal, state, local, and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents

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and disasters of all kinds. To be eligible for federal emergency management assistance, water and wastewater mutual aid and assistance programs must meet NIMS standards for emergency preparedness and response.

Control: Personnel sent by a Responding Member shall remain under the direct supervision and control of the Responding Member. The Requesting Member's Authorized Official shall coordinate response activities with the designated supervisor(s) of the Responding Member(s). Whenever practical, Responding Member personnel must be self-sufficient for up to 72 hours.

Food and Shelter: The Requesting Member shall supply reasonable food and shelter for Responding Member personnel. If the Requesting Member fails to provide food and shelter for Responding personnel, the Responding Member's designated supervisor is authorized to secure the resources necessary to meet the needs of its personnel. The cost for such resources must not exceed the per diem rates established by the State of Georgia for that area. The Requesting Member remains responsible for reimbursing the Responding Member for all costs associated with providing food and shelter, if such resources are not provided.

Communication: The Requesting Member shall provide Responding Member personnel with radio equipment as available, or radio frequency information to facilitate communications with local responders and utility personnel.

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Status: Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

Licenses and Permits: To the extent permitted by law, Responding Member personnel who hold licenses, certificates, or permits issued by the State of Georgia evidencing the meeting of qualifications for professional, mechanical, or other skills and when such assistance is sought by the Requesting Member, shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

Right to Withdraw: The Responding Member's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible.

ARTICLE VII. COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Requesting Member shall reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the specified Period of Assistance.

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Personnel: Responding Member personnel are to be paid for work completed during a specified Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The supervisor(s) designated by the Responding Member must keep accurate records of work performed by personnel during the specified Period of Assistance. Requesting Member reimbursement to the Responding Member must consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

Equipment: The Requesting Member shall reimburse the Responding Member for the use of equipment during a specified Period of Assistance. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Member uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Member must provide such rates in writing to the Requesting Member prior to supplying resources. Mutual agreement on which rates are used must be reached in writing prior to dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

Materials and Supplies: The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and

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reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.

Payment Period: The Responding Member must provide an itemized bill to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Requesting Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum.

ARTICLE VIII. INSURANCE

Each Member shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any sovereign immunity or other exemption or limitation on liability that a Member may enjoy.

In determining the insurance coverage to be purchased pursuant to this Article, each Member is directed to the provisions of Articles IX and X.

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ARTICLE IX.
LIABILITY

Employees of a Responding Member rendering aid to a Requesting Member pursuant to this Agreement shall be considered agents of the Requesting Member for tort liability and immunity purposes, and no Member or its officers or employees rendering aid to a Requesting Member pursuant to this Agreement shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith in this article shall not include willful misconduct, gross negligence, or recklessness.

ARTICLE X.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the Responding Member, its officers and employees, from all claims, loss, damage, injury and liability of every kind, nature, and description, directly or indirectly arising from responding Member's work during a specified Period of Assistance. The scope of the Requesting Member's duty to indemnify includes, but is not limited to, suits arising from or related to, negligent or wrongful use of equipment or supplies on loan to the Requesting Member, of faulty workmanship or other negligent acts, errors, or omissions by Requesting Member or the Responding Member personnel.

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ARTICLE XI.
DISPUTES

All disputes between two or more Members arising from participation in this Agreement, which cannot be settled through negotiation, shall be submitted to binding arbitration before a panel of three persons chosen from the Parties to this Mutual Aid Agreement, excluding those Members that are parties to the dispute. Each party to the dispute shall choose one panel member and those panel members shall agree on one additional panel member. The panel shall adopt rules of procedure and evidence, shall determine all issues in dispute by majority vote and shall assess damages. Any court of competent jurisdiction may enter the judgment rendered by the arbitrators as final judgment that is binding on the parties.

ARTICLE XII.
SIGNATORY INDEMNIFICATION

Each and every Requesting Member shall and does hereby fully indemnify each and every Responding Member for each and every mutual aid assistance of any type or kind provided pursuant to the terms of this Mutual Aid Agreement or any emergency service provided herein. In consideration of the mutual covenants contained herein, each Requesting Member hereby does and will forever release, discharge and covenant to hold harmless the Responding Member and its officials, employees and agents from any and all claims, demands, damages, costs, expenses, attorneys fees, loss of services, actions and causes of actions arising out of any act or occurrence related to the providing of any service of aid or other service provided under the terms and conditions set forth in this Mutual Aid Agreement.

ARTICLE XIII.
WORKER'S COMPENSATION CLAIMS

The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation. The Requesting Member shall reimburse the Responding Member for all costs, benefits, and expenses associated with

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worker's compensation and other claims that arise from or are related to providing assistance under this Agreement. Reimbursement shall be made on a quarterly basis, or on other terms mutually agreed upon by the Requesting Member and Responding Member.

ARTICLE XIV.
NOTICE

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XV.
EFFECTIVE DATE

This Agreement shall be effective after the Member's governing authority executes the Agreement and the applicable Regional Committee Chair receives the Agreement. The Regional Committee Chair shall maintain a list of all Members in the respective region. The Statewide Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance Program.

ARTICLE XVI.
WITHDRAWAL

A Member may withdraw from this Agreement by providing written notice of its intent to withdraw to the applicable Regional Committee Chair and the Statewide Chair. Withdrawal takes effect 60 days after the appropriate officials receive notice.

ARTICLE XVII.
MODIFICATION

This Agreement may be modified to accommodate operational changes as the Members gain experience with the procedures established by the Agreement and the Georgia WARN. No provision of this Agreement may be modified, altered, or rescinded by individual Parties to the Agreement. Modifications require a simple majority vote of Members within each region and a unanimous agreement between the regions. The Statewide Committee Chair must provide written notice to all Members of approved

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modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Members.

ARTICLE XVIII.
PRIOR AGREEMENTS

This Agreement supersedes all prior Agreements between Members to the extent that such prior Agreements are inconsistent with this Agreement.

ARTICLE XIX.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Members and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and shall be without effect.

ARTICLE XX.
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS

To the extent practicable, Members of this Agreement may participate in Mutual Aid and Assistance activities conducted under the State of Georgia Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

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NOW, THEREFORE, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this _____ day of _____ 2008.

Water/Wastewater Utility: _____

By: _____

By: _____

Title: _____

Title _____

Please Print Name

Please Print Name

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

RESOLVED: to authorize the General Manager to execute the Georgia Water/Wastewater Agency Response Network Mutual Aid Agreement.

College Park Water Sales Agreement: Chairman McQueen called on Mike Thomas, General Manager, to discuss the College Park Water Sales Agreement.

CCWA Staff has been working with the City of College Park to develop a water sales agreement to provide up to 1.5 million gallons per day of potable water. The City is interested in developing alternative water supply sources for existing and future development.

We have conducted hydraulic modeling and field flow and pressure tests to insure our system can supply this quantity of water. We have also developed a proposed wholesale rate for the agreement and held preliminary discussions with the City. The proposed wholesale rate will cover raw water storage, treatment, distribution and pumping costs. The City of College Park would be responsible for the costs of connecting to the CCWA system and providing any needed booster pumping and metering facilities.

CCWA staff requests Board approval of a wholesale water rate for the City of College Park equal to 75% of the current CCWA commercial retail rate of \$4.54 per thousand

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gallons (\$3.41/thousand). If CCWA raises commercial retail water rates in the future, the College Park wholesale rate would increase proportionately to equal 75% of the new retail rate.

Mr. Thomas stated that staff is asking approval of the wholesale rate which is seventy-five percent (75%) of our Customer Rate Per Thousand Gallons and have legal counsel draft an agreement with the City of College Park.

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

RESOLVED: to approve a wholesale water rate for the City of College Park equal to 75% of the current CCWA commercial retail rate. If CCWA raises commercial retail water rates in the future, the College Park wholesale rate would increase proportionately to equal 75% of the new retail rate.

Land Use Policy Recommendation: Mr. Thomas continued with the Land Use Policy Recommendation that was discussed at the WEFTEC conference. Mr. Fincher, Legal Counsel, has reviewed those proposed policies.

The Water Authority owns a significant amount of land in Clayton and Henry Counties. The Water Authority requires land to fulfill our mission “provide reliable water services to our community and to protect our water resources” in the following ways:

For facilities to treat and convey water and serve our customers;

- To provide for future facility expansions;
- For buffers around treatment plants that may produce odor or noise pollution; and
- To protect our streams, reservoirs and wetlands.

In order to insure proper management and use of land resources in the future, the attached policies are recommended for adoption. These policies will help guide future decisions related to land use and land purchases. These policies have been reviewed and revised by our legal counsel.

Chapter 13

Section 6 CCWA Land Acquisition, Retention and Use Policies

In general, the Authority will utilize the following policies in managing its purchase, retention and use of land holdings:

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- CCWA will maintain adequate land holdings for facilities required to provide reliable water, wastewater and stormwater services to Clayton County and to protect its water resources;
- CCWA will acquire additional land as required to address facility and operational needs identified in existing Strategic Master Plans;
- Where appropriate and otherwise consistent with operational needs, CCWA will partner with Clayton County and other county governing authorities to enhance community recreational and educational opportunities related to the natural environment;
- CCWA will develop and maintain a land management plan that seeks to optimize the use of each property based on the following priorities:
 - Water resources management;
 - Revenue enhancement including alternative revenue opportunities;
 - Community improvement through recreation and education;
 - Dual uses of land holdings where appropriate and consistent with operational needs; and
 - When land holdings of the CCWA are deemed unnecessary for the achievement of any of these goals, the CCWA will look for opportunities to return land holdings back to the private market and the tax rolls of Clayton County at fair market value.

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

RESOLVED: to approve the proposed Land Use Policy Recommendation as presented.

Upon Motion by Marie Barber and seconded by John Westervelt 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 open session.

The Board returned to open session.

Mr. Thomas stated that the Authority was still struggling with a couple of easements. One is in regard to the Atlanta Lift Station. One of the easements is in a

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development called South Point. They responded with a request for fifty thousand dollars (\$50,000) and several stipulations. Mr. Thomas asked for the Board's approval to tentatively move forward with condemnation. Mr. Thomas feels that staff can work this out, but with the Board's approval today, we will not have to come back again next month.

Upon Motion by Lloyd Joiner and seconded by John Westervelt it was

RESOLVED: to adopt a resolution of condemnation for the property located in South Point development.

Board member, John Chafin, opposed the motion.

Mr. Thomas stated that customers who have a real high strength waste pay a surcharge on that waste. The Authority has a policy that has been approved by the Board that on an annual basis we recalculate our Industrial Surcharge Rate. This new calculation will be effective January 2009.

Mr. Thomas also stated that we do an annual calculation on our septage rates. Currently, we are charging one hundred forty dollars (\$140) per thousand gallons and we are adjusting that to one hundred fifty-five dollars (\$155) per thousand gallons. If the customer is outside Clayton County, we have a built in surcharge of twenty-five dollars (\$25).

Mr. Thomas stated that the Board started discussion in regard to 2009 rates at our last meeting, but did not finalize the issue. Mr. Thomas added that his approach is to take a "wait and see" approach for now.

Mr. Thomas stated that he did schedule a meeting with Chairman Bell in regard to repayment of the Stormwater funds.

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

RESOLVED: to adjourn the regular session board meeting.

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

Pete McQueen, Chairman

Walter Marie Barber, Secretary/Treasurer