



Henry County Water Authority

AGENDA

Board Meeting
October 11, 2018
8:00 a.m.

1. CALL TO ORDER
2. WELCOME VISITORS
3. ACCEPTANCE OF AGENDA
4. REPORT OF GENERAL MANAGER
 - Quarterly Financial Report (Roderick Burch, CFO)
Resolution No. 2018-11 to Adopt Schedule of Rates & Fees
 - Recommendation to Surplus Fixtures (Scott Harrison)
 - Panola Area Wastewater Treatment Options - ESI Study Update
 - HCWA/City of Locust Grove – Service Area
5. REPORT OF ATTORNEY
 - Resolution No. 2018-12 to Approve Revised Walnut Creek Timber Sale Agreement with Canal Wood LLC
 - Intergovernmental Agreement with Clayton County Water Authority - Bear Creek Sewer Agreement Modification (Resolution No. 2018-13)
6. PROJECTS and ADJUSTMENTS (see attached)

New Projects: EXT2820A Bethlehem Bottoms @ Price Drive SS Ext.
Developer Projects: DEV3626 Laurel Park
DEV1058 Crystal Lake Unit Seven
Budget Adjustments: None
7. APPROVAL OF MINUTES September 13, 2018 Regular Board Meeting & Executive Session
8. NEW BUSINESS
Upcoming: HCWA Sponsored - Youth Deer Hunts (10/13 & 10/27)
HCWA Employee CARES Campaign (10/29)
Regular Meeting of HCWA Board – November 8, 2018
9. EXECUTIVE SESSION An executive session may be necessary to discuss matters pursuant to O.C.G.A. §50-14-2
10. ADJOURNMENT Approval of Executive Session Affidavit

REPORT OF GENERAL MANAGER

- Financial Report & Adoption of Rates & Fees (Resolution No. 2018 –11)
- Recommendation to Surplus Fixtures
- ESRI Study Update – Panola Area Wastewater Treatment Options
- HCWA/City of Locust Grove – Service Area (See Attached Letter to Tim Young, City Manager)

**HENRY COUNTY WATER AUTHORITY
RATES, FEES & PENALTIES**

RESOLUTION NO. 2018-11

A RESOLUTION TO IMPLEMENT THE SCHEDULE OF RATES, FEES & PENALTIES; TO AUTHORIZE RECORDATION OF THIS RESOLUTION; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Authority has established appropriate rates, fees and penalties to cover the cost of services provided by the Authority and to incentivize compliance with Authority policies; and

WHEREAS, the Authority believes it beneficial to have one comprehensive schedule listing all of the Authorities rates, fees and penalties; and

WHEREAS, the schedule of water and sewer rates, as adopted at the September 13, 2018 Board Meeting are included on this Schedule of Rates Fees & Penalties, as adopted; and

WHEREAS, this recommendation conforms to the Authority's financial model which provides for adequate funding of all of the Authority's projected financial requirements, inclusive of operating budget expenditures, debt service and the capital improvement plan; and

WHEREAS, it is the recommendation of the General Manager and Chief Financial Officer to Adopt this Schedule of Rates, Fees & Penalties.

NOW, THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTIONS ARE HEREBY UNANIMOUSLY ADOPTED:

1. **Schedule of Rates, Fees & Penalties-** The Board hereby adopts the attached Schedule of Rates, Fees & Penalties which shall apply to all Authority customers;
2. **Recordation-** The Clerk is hereby directed to record this Resolution in the official minutes of the Authority.
3. **Severability-** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions-** All Authority Resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 11th day of October, 2018.

HENRY COUNTY WATER AUTHORITY

James C. Carter, Jr., Chairman

Attest:

Kimberly M. Turner-Osborne, Clerk

SEAL

Schedule of Rates, Fees Penalties

Fishing and Reservoir Use Permit Rates

Henry County Resident	45.00
Senior Citizens (62+)	25.00
Disabled	25.00
Active & Retired Military	25.00

Sewer Use Ordinance Fees

Industrial Wastewater Permit Application fee	500.00
Inspection and control fee	150.00 annually
Minimum Non-compliance fee	1,500.00 monthly
Surcharge for 'high strength' wastewater	0.88 / lb for BOD &/or TSS permit limits
Civil penalty for violation of Sewer Ordinance	1,000.00 per day of violation

Other Fees

Late Payment Fee	10% of amount owed
Non-Payment Fee	25.00
Disconnection Fee	25.00
Returned Payment Fee	30.00
Service Call Fee	75.00
Same day cut-on or cut-off fee	35.00 available only when not disrupting scheduled work orders
Lien Filing Fee	50.00
Meter Removal Fee	150.00
Reactivation Fee	150.00
Tampering Fee	100.00
Unauthorized Usage Fee	1,000.00
Damaged Equipment Fee	full replacement cost
Septage Hauler Fees (based on total truck capacity)	140.00 per thousand gallons
Availability Letter	200.00
Recording Fee	15.00
Coliform Analysis	50.00
24 Hour Pressure Test	200.00
Meter Testing Fee (=< 1" meter)	75.00
Meter Testing Fee (=> 2" meter)	150.00
Fire Flow Test by HCWA	200.00
Fire Flow Test by Private Entity	125.00 <i>Requires HCWA Representative On-Site</i>

Schedule of Rates, Fees Penalties

Fire Hydrant Meter

0-11,000 gallons	89.83	per month inclusive of up to 11,000 gallons
11,001 gallons +	6.96	per thousand gallons
Failure to comply with monthly meter reading requirement *	250.00	per month in violation

* payment of fee does not apply to consumption

Noncompliance with Watering Restrictions

First offense	Warning
Second offense	100.00
Third offense	200.00
Each offense after third offense*	500.00

* Water service may be terminated after more than 3 offenses

Permit Fee Schedule

Residential – Water Only

0-50 Lots	800.00
51-150 Lots	900.00
+151 Lots	1,000.00

Non-Residential

Water Only	800.00
Water & Sewer	900.00

Residential – Water & Sewer

0-50 Lots	1,500.00
51-150 Lots	1,675.00
+151 Lots	1,825.00

Off-Site Water/Sewer Line Ext.

0-1,000'	850.00
+1,000'	975.00

Protected Watershed Plan Review Fee

All Developments in a protected watershed	125.00
---	--------

*Resubmittals:

First/Second Resubmittals - No Charge

Additional Resubmittals/Revisions - 50% of original fee

Payment will be required at the time of plan resubmittal. If a resubmittal is not needed, payment will be required prior to final approval.

Schedule of Rates, Fees Penalties

Water Rates- Residential:

Base Charge:

¾" or 1" meter	12.64 per month
1 ½" meter	66.38 per month
2" meter	184.13 per month

Volumetric Charge- Residential:

1-6,000 gallons	4.87 per 1,000 gallons
6,001-10,000 gallons	6.63 per 1,000 gallons
10,001 gallons +	9.69 per 1,000 gallons

Water Rates- Commercial:

Base Charge:

¾" or 1" meter	13.27
1 ½" meter	66.38
2" meter	184.13
3" meter	345.24
4" meter	506.35
6" meter	699.67
8" meter	942.69
10" meter	1,344.15
Dedicated Fire Line	35.88

Volumetric Charge:

all volume	6.96 per 1,000 gallons
------------	------------------------

Water Rates- Irrigation:

Base Charge:

¾" or 1" meter	12.64 per month
1 ½" meter	66.38 per month
2" meter	184.13 per month
3" meter	345.24 per month
4" meter	506.35 per month

Volumetric Charge:

all volume	9.69 per 1,000 gallons
------------	------------------------

Sewer Rates- Residential:

Base Charge	12.64 per month
-------------	-----------------

Volumetric Charge:

1-6,000 gallons	4.87 per 1,000 gallons
6,001 and above	6.63 per 1,000 gallons

Sewer Rates- Commercial

Base Charge	13.27 per month
-------------	-----------------

Volumetric Charge:

all volume	6.96 per 1,000 gallons
------------	------------------------

Customers outside Henry County

multiply water and sewer rates by 1.5

Schedule of Rates, Fees Penalties

Customer Deposits

Water Service (residential)	100.00
Sewer Service (residential)	100.00
Fire Hydrant Meter Rental	850.00

Commercial account deposits will be determined by account type and/or history.

Residential deposits will be applied to the account after 24 months of on-time payments. A deposit will be required if a customer later reaches cut-off status. Service may be refused or Deposit may be higher if no social security number or invalid social security number is given.

Meter Installation Fees

¾" Meter (HCWA sets meter only)	330.00
1" Meter (HCWA sets meter only)	430.00
2" Meter (HCWA sets meter only)	1,700.00
¾" Meter (HCWA makes tap and installs meter) *	1,290.00
1" Meter (HCWA makes tap and installs meter) *	1,390.00
2" Meter (HCWA makes tap and installs meter) *	4,880.00
¾" Irrigation Meter (HCWA installs from service line)	600.00
1" Irrigation Meter (HCWA installs from service line)	700.00

* May be more for Commercial customers if under multi-lane highway or other factors

Sewer Clean Out Box	15.00
---------------------	-------

Impact Fees

Residential

Water	700.00	per EDU
Sewer	2,700.00	per EDU

Commercial

Water	350.00	per EDU
Sewer	1,350.00	per EDU

*EDU=Equivalent Dwelling Unit



Henry County Water Authority

Purchasing and Inventory Department

As part of an energy efficiency initiative Building and Grounds Maintenance is in the process of replacing all fluorescent light fixtures in the buildings on the Administrative Campus with LED fixtures. Approximately 790 fluorescent fixtures and their associated bulbs / tubes will be replaced. The old fluorescent fixtures will be surplus and have no further use / value to HCWA. The Board is requested to approve these items as surplus.

To facilitate an efficient process Purchasing and Inventory will post the surplus fixtures, bulbs and tubes to GovDeals.com in several lots as they are uninstalled.

Approved by the HCWA Board

Date

Lindy D. Farmer
General Manager



Henry County Water Authority

October 2, 2018

Tim Young, City Manager
City of Locust Grove
3644 Highway 42
Locust Grove, GA 30248

Re: **Sanitary Sewer Service Area – 381 Davis Lake Road/
North of Colvin Drive, Locust Grove**

Dear Tim,

The Henry County Water Authority (HCWA) is in receipt of your letter dated September 14th, 2018 regarding sewer service to the property located on Colvin Drive along the western side of Davis Lake Road, east of Norfolk Southern Railroad line.

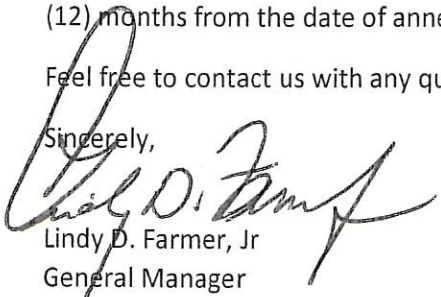
Please note that this property is within the HCWA sewer service area, which was recently revised on April 12, 2018.

As discussed previously with the City and the developer's representative, the HCWA has a sanitary sewer line extension programmed into its Capital Improvement Plan to serve the Eastern side of I-75, which includes the property that is referenced in your letter. The plan is to extend a sanitary sewer line to the east side of Interstate 75, south of Bethlehem Road. As such, the HCWA is in objection to the City's desire to provide sanitary sewer service to HCWA's service area.

Per the Comprehensive Plan Agreement Section 4.H.4 and in response to the City's September 14, 2018 letter, HCWA is providing notice of its intention to provide sanitary sewer to the HCWA service area. The HCWA anticipates having a contract for construction of a sewer line to serve the area within twelve (12) months from the date of annexation.

Feel free to contact us with any questions.

Sincerely,


Lindy D. Farmer, Jr
General Manager

Cc: Mayor Robert Price, City of Locust Grove
Warren Holder, HCWA District 1 Board Member
Tony V. Carnell, PE, Deputy Manager, HCWA
Andy Welch, Smith Welch Webb & White

1695 Hwy 20 West, McDonough GA 30253 • www.hcwa.com • 770-957-6659

REPORT OF ATTORNEY

- Presentation of Revised agreement with Canal Wood LLC for the Walnut Creek Timber Sale
(Resolution No. 2018-12)

- Presentation of Intergovernmental Agreement with Clayton County Water Authority – Bear
Creek Sewer Agreement Modification (Resolution No. 2018-13)

RESOLUTION NO. 2018-12

RESOLUTION AUTHORIZING THE HENRY COUNTY WATER AUTHORITY (“AUTHORITY”) TO RE-EXECUTE THE TIMBER SALES CONTRACT AWARDED TO CANAL WOOD, LLC; TO AUTHORIZE THE CHAIRMAN OR MANAGER TO EXECUTE AND DELIVER ANY DOCUMENTS NECESSARY TO CAUSE PERFORMANCE OF THE CONTRACT; AUTHORIZING CHAIRMAN OR MANAGER TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AUTHORIZING AUTHORITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE AUTHORITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Henry County Water Authority (“Authority”) is an authority duly organized and existing under the laws of the State of Georgia and is charged with providing public services to local residents; and

WHEREAS, the Authority is the owner of a 90 acre tract of land (“Property”) shown on EXHIBIT A hereto attached and made a part hereof; and

WHEREAS, the Authority seeks to enter into a contract entitled By the Unit Forest Products Sale Agreement (the “Contract”) with Canal Wood, LLC (“Canal Wood”) for the harvesting of all merchantable trees on the Property and as further set out in said Contract, a copy of which is attached hereto as EXHIBIT B; and

WHEREAS, the Authority wishes to authorize the Chairman to execute said Contract;

THEREFORE, IT IS NOW RESOLVED BY THE HENRY COUNTY WATER AND SEWERAGE AUTHORITY, AS FOLLOWS:

1. **Authorization and Approval of Execution.** The Chairman is hereby authorized to re-execute said Contract between Canal Wood, LLC and the Authority, for the harvesting of all merchantable trees on the Property and as further set out in said Contract described in EXHIBIT B hereto attached.

2. **Additional Documents.** The Chairman or General Manager are hereby authorized to execute and seal any documents which may be necessary to effectuate this Resolution and execution of the Contract.

3. **Documents.** The Authority Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the Contract, subject to approval as to form by the Authority’s attorney.

4. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

5. **Repeal of Conflicting Provisions.** Authority Resolution No. 2018-08 is hereby repealed to the extent it is inconsistent with this Resolution.

6. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this _____ day of _____ 2018.

HENRY COUNTY WATER AUTHORITY

BY: _____
James C. Carter, Jr., Chairman

Attest:

Kimberly T. Osborne, Authority Clerk (SEAL)

BY THE UNIT FOREST PRODUCTS SALE AGREEMENT

STATE OF GEORGIA

COUNTY OF HENRY

This AGREEMENT is made and entered into by and between HENRY COUNTY WATER AUTHORITY of 1695 Highway 20 West, McDonough, Georgia 30253 hereinafter referred to as the SELLER and CANAL WOOD, LLC of P.O. Box 475, Monticello, Georgia 31064 hereinafter referred to as the BUYER.

WITNESSETH:

ARTICLE I THE SELLER:

1. Agrees to sell and the BUYER agrees to buy above-ground forest products designated for harvesting by the SELLER or its AGENT located and in the manner as described as follows:
 - A. Location and description of sale area:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 74, 75 AND 87 OF THE 8th DISTRICT OF HENRY COUNTY, GEORGIA (TAX ID NUMBER 174-01003000 and 174-01001000) AND BEING MORE PARTICULARLY DESCRIBED AS "TIMBER SALE AREA-CLEAR CUTTING-90 ACRES" AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.
 - B. Products to be harvested and removed:

All merchantable trees now standing, growing or situated on the property.
 - C. Method of marking or designating forest products to be harvested and removed:

All merchantable trees on timber sale area to be clearcut.
2. Guarantees that it has full right and authority to sell the forest products described in Paragraph 1 above and that such forest products are free from all liens and otherwise unencumbered.

3. Grants to the BUYER the right of ingress and egress across and upon the sale area and existing roads adjacent to the sale area. The SELLER also reserves the right to regulate ingress and egress and designate and approve the location of any new road across and upon the sale area prior to construction of said road(s) to ensure that total road length and potential erosion and sedimentation is minimized.
4. Shall in no way assume any responsibility for damage to equipment belonging to the BUYER or injury to persons employed by the BUYER or its AGENT; said responsibility being totally assumed by the BUYER.
5. Has set forth that the following conditions listed in Article II and known as BEST MANAGEMENT PRACTICES (BMP's) and referenced in the Georgia Forestry Commission 2009 publication "Georgia's Best Management Practices for Forestry" (BMP manual) apply to the sale of said forest products and will be adhered to by the BUYER.

ARTICLE II BEST MANAGEMENT PRACTICES:

1. Roads
 - A. The location of all roads constructed and used during the extraction and transportation of forest products shall be approved by the SELLER or its AGENT and follow the contour with slope grades of ten percent (10%) or less maintained, except where terrain or the use of temporary access roads requires short, steep grades of up to twenty-five percent (25%) necessitating the construction of water diversion measures (broad based dips, turnouts, culverts, etc.) installed at the proper intervals.
 - B. New roads should follow the contour of the land to allow for proper drainage. Roads will not be located on ridge tops except for short distances to access loading areas.
 - C. Except at stream crossings, roads will not be constructed within the Streamside Management Zone (SMZ) of any stream, pond, or lake on the property as designated in Table 2A of the BMP manual.
 - D. All necessary stream crossings will require the appropriate installation of sufficient diameter culverts as specified in Section 3.3.5 and Table 3C of

the BMP manual unless a bridge or ford in the creek is approved by the SELLER or its AGENT. All exposed soil at the crossings will be stabilized with gravel, or grassed and mulched, or silt fences to prevent erosion and sedimentation.

- E. Under no circumstances will temporary stream crossings made of logs and brush be piled in the stream and covered with soil be permitted.
- F. All existing and newly constructed roads on and adjacent to the sale area used by the BUYER shall be maintained and left in a passable condition during and at time of completion of the logging operation by the BUYER.
- G. Upon receiving prior approval of SELLER or SELLER's AGENT, BUYER may build new roads, or improve roads, install stream crossings or parking areas, install limbing gates, etc., when necessary for timber removal if such improvements are performed within sale areas and in adherence with BMP guidelines. Purchaser will remove any branch crossing under BMP guidelines within five (5) working days after use of crossing is complete.
- H. BUYER shall not build roads, improve roads, clear parking areas, or cause any other disturbance outside of sale areas without prior approval of SELLER or SELLER's AGENT.

2. Harvesting

- A. Only forest products designated in Article I, Paragraph 1 shall be harvested.
- B. All trees cut shall be utilized within the stump height and merchantable top diameter consistent with sound forest harvesting practices.
- C. Any and all merchantable timber not designated for removal as per Article I, Paragraph 1, Sub-paragraph A, B, and C, and not included in this sale but due to being unavoidably damaged or to facilitate the removal of said timber shall be paid for by the BUYER at rates listed in Article IV, Paragraph I if agreed upon and marked by the SELLER or its AGENT, with the exception of biomass as described in Article I, Paragraph 1, Sub-paragraph D.

- D. Any and all merchantable timber designated for harvest and cut by the BUYER or its AGENT but not hauled off within four (4) weeks thereafter shall be paid for at the rate for each product class as shown in Article IV, Paragraph I plus ten percent (10%), ~~with the exception of biomass described in Article I, Paragraph 1, Sub-paragraph D.~~
- E. Any and all merchantable timber not designated for removal as per Article I, Paragraph 1, Sub-paragraph A, B, and C and not included in this sale but removed or damaged unnecessarily as determined by SELLER or its AGENT shall be paid for at three (3) times the rate for each product class as shown in Article IV, Paragraph I, with the exception of biomass described in Article I, Paragraph 1, Sub-paragraph D.
- F. There shall be no penalty for damage to trees with diameter at breast height <5.0' or trees deemed non-merchantable as determined by Seller or Seller's agent.
- G. Significant soil compaction and rutting by harvesting equipment is not allowed within any SMZ. Trees harvested from within SMZ's must be backed out using low ground pressure equipment to minimize soil disturbance.
- H. All logging debris (trees, tops, and limbs) if felled into streams, rivers, or lakes will be removed immediately by the BUYER.
- I. Streams shall not be randomly crossed by skidders. Any necessary crossings will be by temporary culvert of appropriate diameter or with skidder bridges with each location approved by the SELLER or its AGENT. Under no conditions will crossings made from logs and brush topped with soil be permitted.
- J. All log decks, portable sawmills, or chippers will not be allowed within any SMZ of any stream, pond, or lake on the property.
- K. Skid trails will be spread out on several paths and not concentrated. Skidding will be conducted on gradual grades instead of straight up and down slopes as much as possible. Water bars will be constructed at the proper intervals listed for percent slope (Section 4.2.1 and Tables 4-A and

3-I in the BMP manual) by the BUYER when skid trails are retired. This must be completed within fourteen (14) days after the harvest is complete, weather is permissible and site conditions are suitable but in no case more than ninety (90) days after completion of the harvest. ~~completion of the harvest.~~

- L. All human garbage, tires, cables, used lubricants, fuels, fluids and their containers of the BUYER will be removed from sale area and disposed of properly by the BUYER within five (5) working days after harvesting is completed.
- M. Locations of loading areas must be approved by SELLER or SELLER'S AGENT before logging operations begin.
- N. BUYER shall pile and/or spread all debris located at each loading area at the sole and absolute discretion of SELLER.

ARTICLE III THE BUYER AGREES:

1. That prior to execution of this AGREEMENT, provide to the SELLER proof of Worker's Compensation coverage for all its employees and/or its AGENT'S employees who will be performing the work on this forest products sale and General Liability insurance within limits of one million dollars (\$1,000,000.00)/two million dollar (\$2,000,000.00) aggregate; such coverage to be maintained throughout the period of forest products harvest operations.
2. To protect unmarked and undesignated trees and areas from damage during harvesting operations.
3. To repair to original conditions or pay for at replacement costs any damage to roads, fences or other improvements of the SELLER.
4. To reimburse SELLER from escrow account or otherwise for all cost borne by the SELLER in suppressing any and all fires caused by the BUYER or its AGENT upon lands subject to this AGREEMENT.
5. To notify SELLER'S AGENT, Murdock Forest Management, Inc., not later than three (3) days prior to commencement of logging operations.
6. BUYER shall not cut flagged and/or painted sale line trees.

7. BUYER shall lock main entrance cables and gates at the end of each day.
8. BUYER shall not leave logging debris across flagged and/or painted sale lines.
9. BUYER shall remove all logging debris from roads within five (5) working days after road usage is complete, weather is permissible and site conditions are suitable but in no case more than ninety (90) days after completion of the harvest.
10. Machinery, equipment or other personal property remaining on site for five (5) days after completion of the harvest shall be deemed to have been abandoned by BUYER.
11. BUYER shall not drive any equipment outside of sale area except for normal travel on roads used for ingress and egress.
12. BUYER shall pay for any damage due to negligence of buyer done to any public road, bridge, or facility that is caused by removal of the timber purchased, or by the moving in and out of any equipment needed to remove said timber.
13. Locations of loading areas, ingress and egress into loading areas, empty truck turn around locations, location of the loader and truck loading areas must be approved by SELLER or SELLER'S AGENT before logging operations begin.
14. Skidding shall only occur through entrances into wooded areas and along main designated trails which have been approved by SELLER or SELLER'S AGENT. Skidding shall not be allowed within spraylines, pipelines or other open areas adjacent to wooded areas without approval from SELLER or SELLER'S AGENT.
15. Tree cutting machines shall only enter and exit wooded areas at location approved by SELLER or SELLER'S AGENT. Tree cutting machines shall not be driven within spraylines, pipelines or other open areas adjacent to wooded areas without approval from SELLER or SELLER'S AGENT.
16. Tree cutting machines should harvest all trees in a pattern which accomplishes the following:
 - a. All trees shall be felled with tops facing away from designated skid trails leading to the loading areas.

- b. Trees shall only be felled within wooded areas. No portion of any tree shall be felled within spraylines, pipelines, road, or open area adjacent to spraylines.
 - c. The cutting and removal of trees shall be performed in a sectional pattern which provides adequate sustainable access to felled trees to avoid any disturbance of protected areas adjacent to wooded areas.
 - d. Tree cutting machines shall only enter and exit wooded areas at entrance location approved by SELLER or SELLER'S AGENT.
17. Tree cutting machines and skidders shall only be permitted across mats at locations where SELLER has placed mats in specific locations for the protection of underground pipes.
18. BUYER shall provide one set of twenty (20') foot logging bridges on site until all harvesting operations have been completed.
19. BUYER shall only allow lower production loggers with weekly projected production rates of 30 loads per week or less to perform harvesting procedures.
- ~~20. BUYER shall only allow lower production loggers with weekly projected production rates of 30 loads per week or less to perform harvesting procedures.~~
- ~~21.~~20. BUYER shall only be allowed to perform harvesting operations during periods when site conditions are dry.
- ~~22.~~21. BUYER shall allow only one truck to be loaded within the timber sale area at any point in time. Empty trucks shall remain at the county road entrance until the loaded truck has exited the timber sale area, trailer drop areas approved by Seller or Seller's Agent will be permissible.
- ~~23.~~22. BUYER will make a reasonable attempt to protect irrigation pipes and risers.
- ~~24.~~23. BUYER shall make a reasonable attempt to prevent debris from entering spraylines, pipelines, roads or open areas adjacent to wooded areas.
- ~~25.~~24. Driving of equipment within open areas adjacent to wooded sale areas shall only be permitted through prior approval of SELLER or SELLER'S AGENT.
- ~~26.~~25. Lines along interior and adjacent mitigation areas are flagged and/or painted. These areas shall be totally protected. No cutting of trees, driving of equipment,

storing of equipment or any disturbance whatsoever shall be allowed within these areas.

~~27.~~26. BUYER shall not leave logging debris within spraylines, pipelines, roads or other open areas.

~~28.~~27. To indemnify, release, and hold harmless the SELLER and its AGENT from and against all liabilities, damages, costs, and expenses arising from by reason of, or in connection with the BUYER's operations hereunder.

~~29.~~28. BUYER shall reimburse SELLER for costs incurred in the enforcement of this agreement which shall include, but not be limited to, attorney's fees, expenses, and court costs.

ARTICLE IV BOTH PARTIES MUTUALLY AGREE:

1. The BUYER agrees to pay the SELLER the sum of:
 - \$8.40/Ton for Pine Pulpwood product,
 - \$13.65/Ton for Chip-N-Saw product (5 inch top),
 - \$21.75/Ton for Pine Sawtimber product (8 inch top),
 - \$4.53/Ton for Hardwood Pulpwood,
 - \$19.15/Ton for Palletwood,

which is/are designated for harvesting in Article I, Paragraph 1 of this AGREEMENT.

2. The BUYER shall mail tickets, stumpage payment records and checks to Lindy Farmer, General Manager, Henry County Water Authority, 1695 Highway 20 West, McDonough, Georgia 30253. Checks are to be made payable to "Henry County Water Authority". Copies of tickets, stumpage payment records and checks shall be mailed to James C. Murdock, Jr., Murdock Forest Management, Inc., 2454 Carnes Road, Jonesboro, Georgia 30236.
3. Payment for the forest products shall be made to the SELLER in the following manner: The BUYER shall have the loads weighed across any State certified or forest products industry scale, with the scale weight recorded on a written scale ticket. The BUYER shall submit payment to the SELLER based on the weight

recorded on these scale tickets. The BUYER shall include with the payment all scale tickets and a Harvest Record and Scales Report based on the timber harvested and recorded on each scale ticket. The Harvest Records and Sales Report should recap the wood products weights and payment due to the SELLER. This reporting and payment should be done once every week covering a continuous weekly period. The BUYER must make this weekly payment beginning at a minimum of fourteen (14) days after the advanced payment has been satisfied. Upon the expiration of twenty-one (21) days without receiving payment after the advanced payment has been satisfied, the SELLER will notify the BUYER in writing and by certified mail or by personal delivery to the BUYER's last known address stating the SELLER's demand for payment. Failure to make payment will subject the BUYER to litigation and/or prosecution under the law to include all associated costs for these actions by the SELLER for this purpose, under this contract.

4. The BUYER will notify the SELLER or the SELLERS designated agent in advance of the estimated date and time of day when the last load shipment will be made from the SELLER's property.
5. In lieu of a performance bond, \$5,000.00 submitted at closing, shall be held in an escrow account with the SELLER pending satisfactory completion of performance by the BUYER of all terms, provisions, conditions, and obligations on the part of the BUYER to be performed or observed in this AGREEMENT. The amounts so deposited shall be held to cover:
 - A. Any amounts which have become due the SELLER hereunder and that remain unpaid by BUYER;
 - B. The amount of any damage to forest products or property caused by failure of BUYER to fully observe and perform all conditions herein with respect to BUYER's operation under this agreement; and
 - C. Any costs, damages, or expenses to which the SELLER may be put by reason of default or breach of any terms, provisions, conditions, or obligations on part of the BUYER to be performed or observed in this AGREEMENT. Upon written notification to the SELLER or its AGENT

that forest products harvest has been completed, there shall be repaid to the BUYER any balance of said deposit remaining after BUYER's obligations and performance in this AGREEMENT have been fulfilled.

6. The SELLER or its AGENT reserves the right to inspect all operations covered by this AGREEMENT on a periodic basis to determine whether or not the terms of this AGREEMENT are being carried out.
7. The SELLER or its AGENT reserves the right to adjust or suspend harvesting and/or hauling operations in their sole discretion when it is determined that ground conditions or harvesting practices would result in excessive damage to the road systems or forest resources. In the event of a suspension, the total AGREEMENT term will not be shortened but rather the suspension time will be added to the AGREEMENT term.
8. Title to and responsibility for trees included in this AGREEMENT shall pass to the BUYER as they are severed from the stump and their removal from the property shall be the responsibility of the BUYER.
9. Any designated forest products, harvested or unharvested, which remain on the sale area at the date this AGREEMENT terminates, remain the property of the SELLER.
10. SELLER reserves the right to permanently discontinue harvesting procedures and nullify the timber sale contract at its sole discretion.
11. SELLER reserves the right to determine location and order of harvesting procedures.
12. No oral statement by any person shall be allowed to modify or change any written portion of this AGREEMENT.
13. This AGREEMENT shall not be assigned in whole or in part without the written consent of the other PARTY.
14. Any breach of the terms of this AGREEMENT shall be cause for termination.
15. This AGREEMENT shall terminate twelve (12) months from date of closing.
16. In case a dispute over the terms of this AGREEMENT that cannot be satisfactorily agreed upon between the PARTIES, final decision shall rest with an arbitration board of three (3) persons – one (1) to be selected by each PARTY to

this AGREEMENT and a third (3rd) agreed upon by both PARTIES. Should the arbitration board determine a breach of the terms of this AGREEMENT has occurred, said breach shall be cause for termination of AGREEMENT.

17. This AGREEMENT shall be binding upon the undersigned, their successors and/or assigns.

IN WITNESS WHEREOF, the PARTIES hereto have set their hand and seals this _____ day of August, 2018.

BUYER: CANAL WOOD, LLC

By: _____
Riley Singleton

Witness

Notary Public
My commission expires: _____

SELLER: HENRY COUNTY WATER
AUTHORITY

By: _____
James C. Carter, Jr. Chairman

Witness

Notary Public
My commission expires: _____

RESOLUTION NO. 2018-13

RESOLUTION AUTHORIZING THE HENRY COUNTY WATER AUTHORITY (“AUTHORITY”) TO EXECUTE THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE HENRY COUNTY WATER AUTHORITY AND CLAYTON COUNTY WATER AUTHORITY CONCERNING THE SANITARY SEWER SERVICE SOUTHWEST HENRY COUNTY/SOUTHWEST CLAYTON COUNTY (FORSTON, LOWER WOOSLEY AND WILDWOOD ROAD)(BEAR CREEK); AUTHORIZING CHAIRMAN TO SIGN ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; AUTHORIZING AUTHORITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE AUTHORITY, AS NECESSARY; REPEALING INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, the Henry County Water Authority (“Authority”) is an authority duly organized and existing under the laws of the State of Georgia and is charged with providing public services to local residents; and

WHEREAS, the Authority and Clayton County Water Authority (“CCWA”) seek to enter into an Intergovernmental Agreement concerning the Sanitary Sewer Service Southwest Henry/Southwest Clayton County (Fortson, Lower Woolsey and Wildwood Road)(“Bear Creek”), as set out in Exhibit “A” hereto attached; and

WHEREAS, the Authority finds that the Intergovernmental Agreement for the Bear Creek is necessary and beneficial to the County’s citizens;

THEREFORE, IT IS NOW RESOLVED BY THE HENRY COUNTY WATER AUTHORITY, AS FOLLOWS:

1. **Authorization and Approval of Execution.** The Chairman is hereby authorized to execute the Intergovernmental Agreement concerning the Bear Creek Agreement between the Authority and CCWA, as described in Exhibit “A” hereto attached and made a part hereof.
2. **Documents.** The Authority Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the Contract, subject to approval as to form by the Authority’s attorney.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable or non-binding, that shall not affect the remaining portions of this Resolution.

4. **Repeal of Conflicting Provisions.** All Authority resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

5. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this _____ day of _____ 2018.

HENRY COUNTY WATER AUTHORITY

BY:

Jimmy Carter, Chairman

Attest:

(SEAL)
Kimberly T. Osborne, Authority Clerk

STATE OF GEORGIA
COUNTY OF HENRY

**INTERGOVERNMENTAL AGREEMENT WITH RESPECT TO SANITARY SEWER SERVICE
SOUTHWEST HENRY COUNTY/SOUTHWEST CLAYTON COUNTY
(FORSTON, LOWER WOOLSELY AND WILDWOOD ROAD)
HENRY COUNTY, GEORGIA**

This **INTERGOVERNMENTAL AGREEMENT** (this "Agreement"), made and entered into as of _____, 2018 by and between the Clayton County Water Authority ("CCWA"), a public body corporate and politic created and existing under the laws of the State of Georgia, and the Henry County Water Authority ("HCWA"), a public body corporate and politic created and existing under the laws of the State of Georgia (referred to herein individually as a "Party" or together as the "Parties").

WITNESSETH

WHEREAS, the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph I(a), provides that:

"... any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide"; and

WHEREAS, CCWA was created by an Act of the Georgia General Assembly pursuant to Ga. L. 1955, pp. 3344-3351, as amended; and

WHEREAS, HCWA was created by an Act of the Georgia General Assembly pursuant to Ga. L. 1961, pp. 2588, as amended; and

WHEREAS, in accordance with said legislation and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, each of these public entities are authorized to enter into this intergovernmental agreement; and

WHEREAS, at the time of entering into this Agreement, CCWA does not have sanitary sewerage line and treatment facilities to serve property owners located in the "SOUTHWEST CLAYTON AREA" of Clayton County, Georgia; and

WHEREAS, CCWA desires to provide sanitary sewer service to a portion of southwest Clayton County by extending its sanitary sewerage system to serve the SOUTHWEST CLAYTON AREA reflected on Exhibit "A", attached hereto and made a part hereof and referenced herein as the "SOUTHWEST CLAYTON AREA"; and

WHEREAS, under an existing June 14, 1995 "Clayton-Henry Bear Creek Drainage Basin Sewerage" Agreement (the "Existing Agreement"), CCWA paid \$250,000 in plant capacity costs that reserves 23,700 gallons per day (gpd) for CCWA; and

WHEREAS, CCWA has paid an additional \$86,500 towards upsizing the main sewer outfall line to the HCWA Bear Creek Wastewater Treatment Plant; and

WHEREAS, the main sewer outfall line to the HCWA Bear Creek Wastewater Treatment Plant has been installed and upsized to accommodate the additional flows from CCWA; and

WHEREAS, the Parties desire to amend the Existing Agreement as set forth herein; and

WHEREAS, HCWA is desirous of assisting CCWA in the future development of the Southwest Clayton Area by allowing access to its wastewater treatment facilities; and

WHEREAS, HCWA has sewerage and wastewater treatment facilities in Henry County that may be utilized by CCWA as part of the service to the SOUTHWEST CLAYTON AREA;

NOW THEREFORE, in consideration of the premises and the mutual covenants, conditions and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby do covenant and agree as follows:

1.

CCWA, at its sole cost and expense, shall design, construct, install, inspect, and maintain extensions of the sewerage system into Clayton County in accordance with all applicable rules and regulatory requirements of CCWA, HCWA and the State of Georgia. CCWA will connect to HCWA's sanitary sewerage system at such future locations as may be authorized, in writing, by HCWA.

2.

CCWA shall be responsible for the acquisition of any and all permits and sewer easements required for the construction and installation of any projects to install or extend sewer service to the SOUTHWEST CLAYTON AREA as depicted in Exhibit "A".

3.

CCWA, at its expense, shall contract with an independent third party contractor to install a sanitary sewer flow meter at or near the connection point(s) designated by HCWA, in compliance with the standards and specifications of HCWA. An independent third party contractor shall maintain and read this meter at the expense of CCWA and report the readings to HCWA and CCWA on a monthly basis. HCWA shall invoice CCWA on a monthly basis the rates below. CCWA shall pay the wholesale rate of 75% of the highest tier of HCWA's retail commercial sewer rate, as HCWA may amend it from time to time. CCWA will pay 1.5 times this wholesale rate (as defined herein) for that flow which is in excess of 23,700 gpd during any 30-day billing cycle. CCWA shall make payment within thirty (30) days of receiving invoices from HCWA. In the event of a meter failure which

prevents the development of a continuous flow of data for any month for billing purposes, that month will be billed on the basis of the average of the three (3) preceding monthly flows.

4.

HCWA has reserved 23,700 gpd of sewer capacity at HCWA's Bear Creek Wastewater Treatment Plant for CCWA, per the June 14, 1995 "Clayton-Henry Bear Creek Drainage Basin Sewerage Agreement." Capital contributions or any future capital improvements to HCWA's sewer collection and treatment system are included in the rate as established in Section 3 above.

5.

Once average daily flow exceeds 15,000 gpd, if average daily flow for any billing period (1) exceeds 1.5 times the average daily flow for the previous 12 months, or (2) if any instantaneous flow exceeds 2.5 times the average daily flow for the previous 12 months, then CCWA shall present an infiltration and inflow identification and management plan to HCWA within ninety (90) days of this event.

If average daily flow consistently exceeds 23,700 gallons per day over a period of ninety (90) days, CCWA shall either (1) present a plan to HCWA to reduce flows to stay within the allocation set in paragraph 4 above, or (2) pay to HCWA a capital charge based upon the then current HCWA rate on the additional flow level above 23,700 gpd as may be agreed to by the Parties. Under no circumstance shall Clayton County's average daily flow exceed 50,000 gallons per day.

6.

CCWA shall notify all parties utilizing HCWA sanitary sewer service within the Southwest Clayton Area that all discharge into the sewer system must meet the standards and specifications of HCWA and of the State of Georgia. CCWA shall issue an industrial pretreatment permit to any categorical industries or other industries as identified by HCWA's Sewer Use Ordinance and Regulations, as a user requiring an industrial pretreatment permit. If a sanitary sewer surcharge is warranted, then CCWA shall establish rates that are identical to HCWA sewer surcharge rates, as these rates may be modified from time to time by HCWA, and CCWA shall invoice to the industry on a monthly basis. All funds collected by CCWA for such industrial pretreatment permitted discharges shall be paid to be HCWA within thirty (30) days of receipt of payment.

7.

HCWA agrees that it will take such action as is reasonably required to provide treatment facilities up to 23,700 gallons per day for the sanitary sewage generated from the SOUTHWEST CLAYTON AREA; provided however, that in the event acts of God or war require that the HCWA must limit access to its sewer collection and treatment system for Henry County users, Southwest Clayton Area users shall be subject to the same limitations as may be imposed upon HCWA regular customers.

8.

Nothing in this agreement is intended to neither modify the water service area of responsibilities existing on or before the execution of this agreement nor to modify the provision of services to any existing customers.

9.

CCWA agrees to terminate the water services for any sewer customer that, after reasonable and proper notice, and failure to cure, is not in compliance with HCWA wastewater discharge requirements or ordinances.

10.

Each party hereto agrees to maintain its portion of the sewerage system in accordance with all applicable rules and regulatory requirements of its respective board of directors and the State of Georgia.

11.

Nothing contained herein shall require HCWA to provide sewer services to any other area of Clayton County other than the SOUTHWEST CLAYTON AREA nor shall HCWA be required to accept any sewage for treatment which does not meet all criteria of HCWA Sewer Use Ordinance and Regulations, as may be amended, which is hereby referenced and made a part hereof.

12.

The term of this Agreement shall commence upon the date hereof and shall expire on June 14, 2045, unless terminated by CCWA prior to such date. This Agreement shall terminate three hundred sixty (360) days after written notification from CCWA to HCWA or HCWA to CCWA that it desires to terminate this agreement. CCWA shall disconnect all of its facilities from the HCWA sewer collection and treatment system within such three hundred sixty (360) day notice period.

13.

Failure of CCWA to pay HCWA any of the payments required under this agreement when due, or failure of any party to comply with any covenant, term, or obligation of this agreement, which failure is not timely cured after reasonable notice, shall constitute a material default on the part of such party. In any such event, the non-defaulting party may bring any suit, action, or proceeding in law or equity, including, but not limited to, mandamus, injunction, and/or action for specific performance as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other party.

14.

This Agreement shall be binding upon the undersigned parties in their respective official capacities, their successors in office, and lawful assigns.

15.

This Agreement constitutes the entire agreement among the Parties as to the subject matter hereof and may not be modified, altered or amended except by mutual consent of the Parties in writing.

16.

All notices hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid addressed as follows:

If to CCWA:

Clayton County Water Authority
1600 Battle Creek Road
Morrow, GA 30260-4302
Attention: Chairman

If to HCWA:

Henry County Water Authority
1695 Hwy 20 West
McDonough, GA 30253
Attention: Chairman

The Parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

17.

The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18.

Should any provision of this Agreement be unlawful, invalid or void, the remainder of this Agreement shall remain effective and be enforced to the greatest extent permitted by law to accomplish the purposes hereof.

19.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. Facsimile or .pdf signatures shall be deemed originals with the same enforceability as if they were originals.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the year and day first above written.

CLAYTON COUNTY WATER AUTHORITY

By: _____ (SEAL)
John Chafin, Chairman

Attest: _____ (SEAL)
John Westervelt, Secretary

HENRY COUNTY WATER AUTHORITY

By: _____ (SEAL)
James C. Carter, Jr., Chairman

Attest: _____ (SEAL)
Kimberly Turner Osborne, Clerk

[INSERT EXHIBIT A]

PROJECTS

Project List 10/11/2018

Item #	Project #	Project Name	Begin Date	Budget	Actual to Budget	Balance to Finish
1	EXT1387A	S Cleveland Church Rd PVC W/L	8/1/2017	34,899.34	0.00	34,899.34
2	EXT2687	Big Cotton Ind Cr PS Upgrade	11/1/2015	2,109,700.00	2,109,177.19	522.81
3	EXT2687A	Big Cotton Indian Force Main R	12/1/2015	1,087,987.00	451,163.37	636,823.63
4	EXT2821A	Cavanough Pump Station Design	7/1/2018	180,000.00	0.00	180,000.00
5	EXT3218	Cotton Indian Crk Rd, PVC Aban	12/1/2017	74,779.05	56,466.67	18,312.38
6	EXT3362A	Upper Camp Creek Sewer Rpl	9/1/2015	1,022,000.00	55,277.70	966,722.30
7	EXT3383A	Stallsworth Rd Water Line Ext	6/21/2018	82,163.91	54,680.69	27,483.22
8	EXT3383B	Stallworth Rd Water Line Ext	9/1/2018	60,406.77	0.00	60,406.77
9	EXT3582	Fairview Rd Booster Pump Stati	6/1/2017	296,918.00	1,760.25	295,157.75
10	EXT3582A	N Henry Isolated Pressure Zone	6/1/2017	176,164.00	18,573.01	157,590.99
11	EXT3591	Nestle Pump Station Upgrade	6/1/2017	530,000.00	60,182.88	469,817.12
12	EXT3599A	East Lake Rd-Elliott to E.Knig	11/20/2017	73,337.89	56,732.80	16,605.09
13	EXT3609	Rex Rd Lift Station & Force Ma	1/1/2018	900,000.00	63,636.51	836,363.49
14	EXT3610	Crossroads Valley WL Replaceme	4/1/2018	159,033.00	52,505.48	106,527.52
15	EXT3611	Williamsburg Sewer Line Upgrad	3/1/2018	99,711.00	0.00	99,711.00
16	GDOT3454A	PI 0011691 Blackhall WL Rel	11/1/2018	46,807.24	0.00	46,807.24

Project List 10/11/2018

17	GDOT3474	SR 155 @ Bill Gardner Pkwy	10/7/2017	243,526.62	217,605.49	25,921.13
18	GDOT3590	PI 0011690 Elliott Rd Br WL Re	12/1/2018	140,641.47	0.00	140,641.47
19	IC2852B	Indian Creek WRF Expansion Con	12/1/2016	20,300,000.00	16,769,893.54	3,530,106.46
20	MTRUPG3486D	Route 310 Iperl Meter Replacem	8/1/2018	266,027.00	0.00	266,027.00
21	MTRUPG3486E	Route 315 Iperl Meter Replacem	8/1/2018	497,896.00	0.00	497,896.00
22	MTRUPG3487H	Route 401 Iperl Meter Replacem	4/1/2018	407,789.00	114,280.89	293,508.11
23	MTRUPG3487J	Route 402 Iperl Meter Replacem	5/1/2018	466,573.00	369,544.23	97,028.77
24	SPLOST2981	W Campground Rd Extension	4/1/2014	1,008,036.89	780,777.11	227,259.78
25	SPLOST3409	Frog Rd Water Line Relocation	10/1/2015	87,014.50	87,406.05	-391.55
26	SPLOST3409A	Frog Rd S/L Relocation	6/1/2016	133,890.52	115,904.44	17,986.08
27	SPLOST3410	Lester Mill Rd Water Line Relo	11/1/2015	102,900.61	103,288.94	-388.33
28	SPLOST3479	Elliott Road	12/1/2017	321,951.87	30,100.02	291,851.85
29	SPLOST3490A	Tara Field Sewer Ph II Onsite	3/31/2017	426,946.00	380,022.12	46,923.88
30	SPLOST3491	Fairview @ W Panola Sewer Ext	6/1/2015	2,000,000.00	1,304,535.62	695,464.38
31	SPLOST3551	Amah Lee Rd WL Relocation	11/1/2017	82,749.78	68,300.70	14,449.08
32	SPLOST3565	S Cleveland Church Rd W/L Relo	8/1/2017	121,961.04	0.00	121,961.04
33	WATDIST3129D	SE BPS Design	12/7/2017	136,045.00	33,337.66	102,707.34

Project List 10/11/2018

34	WATDIST3129E	Airline @ Kelletown PRV Insta	1/3/2018	63,000.92	30,786.53	32,214.39
35	WATDIST3129G	East Lake Booster Station & Pu	1/15/2018	520,000.00	428,822.36	91,177.64
36	WATDIST3129H	Tussahaw WTP Pump Modification	1/15/2018	410,000.00	220,052.71	189,947.29

\$34,670,857.42 \$24,034,814.96 \$10,636,042.46

Project List 10/11/2018

New Projects

Project #	Project name	Requested Budget
EXT2820A	Bethlehem Bottoms at Price DR SS Ext	125,000.00

Total New Projects

125,000.00

Developer Projects

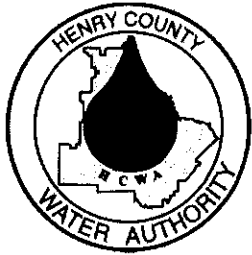
DEV3626	Laurel Park
DEV1058	Crystal Lake Unit Seven

Budget Adjustments

Current Budget	Requested Adjustment	Adjusted Budget
-----------------------	-----------------------------	------------------------

Total Budget Adjustments

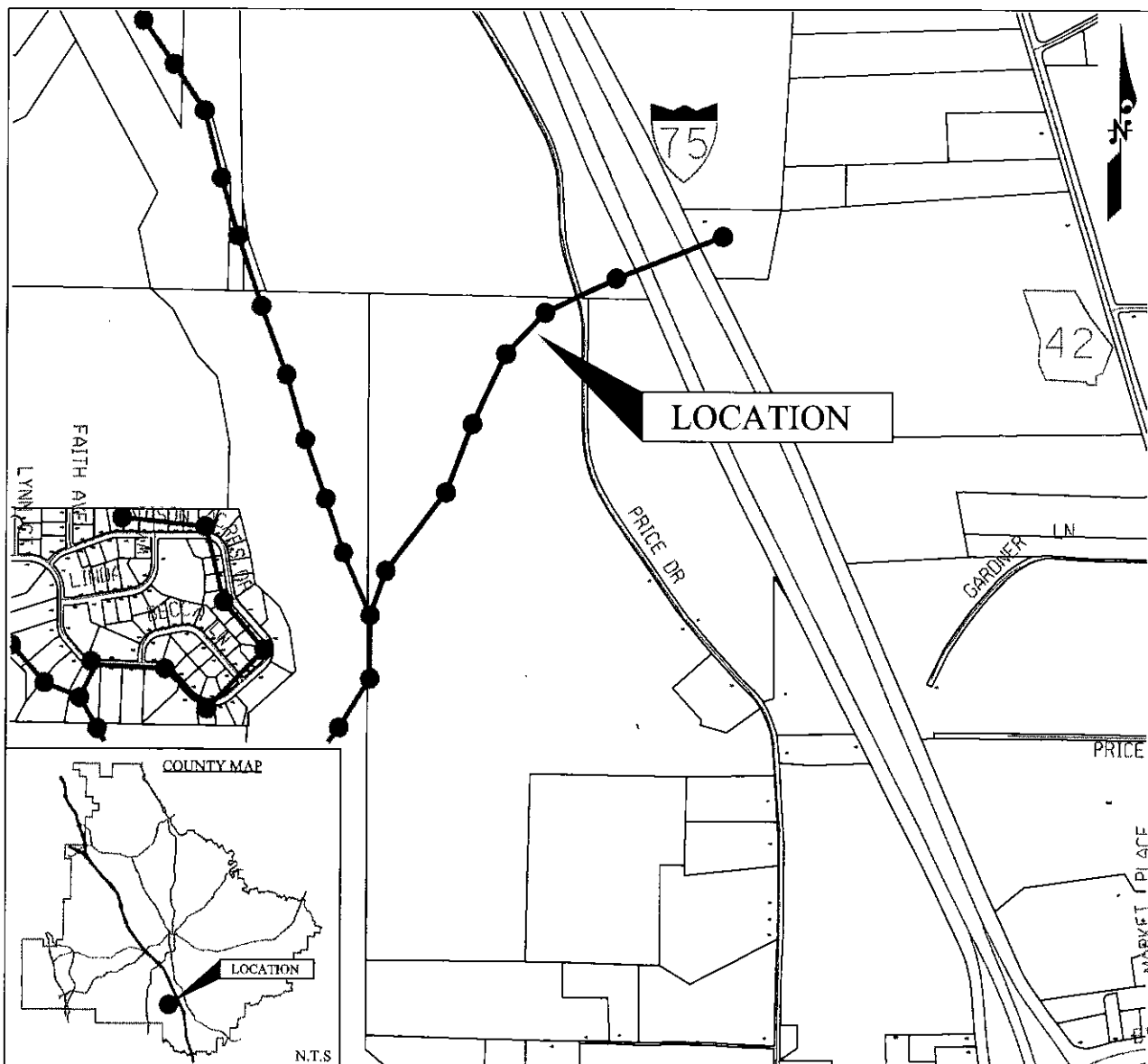
0.00

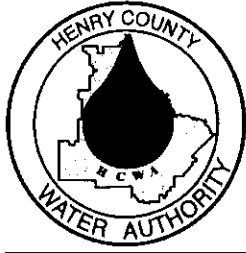


HCWA Board Agenda

October 11, 2018

Project Name:	BETHLEHEM BOTTOMS @ PRICE DR SS EXT.
Project Number:	EXT2820A
Number of Lots:	N/A
Type of Development:	N/A
Land Lot and District:	Land Lots: 215, 234; District: 2
Main Entrance:	PRICE DRIVE
Developer:	N/A
Length, Size & Material Type of W/L:	N/A
Length, Size & Material Type of S/L:	TBD
Comments:	BY HCWA

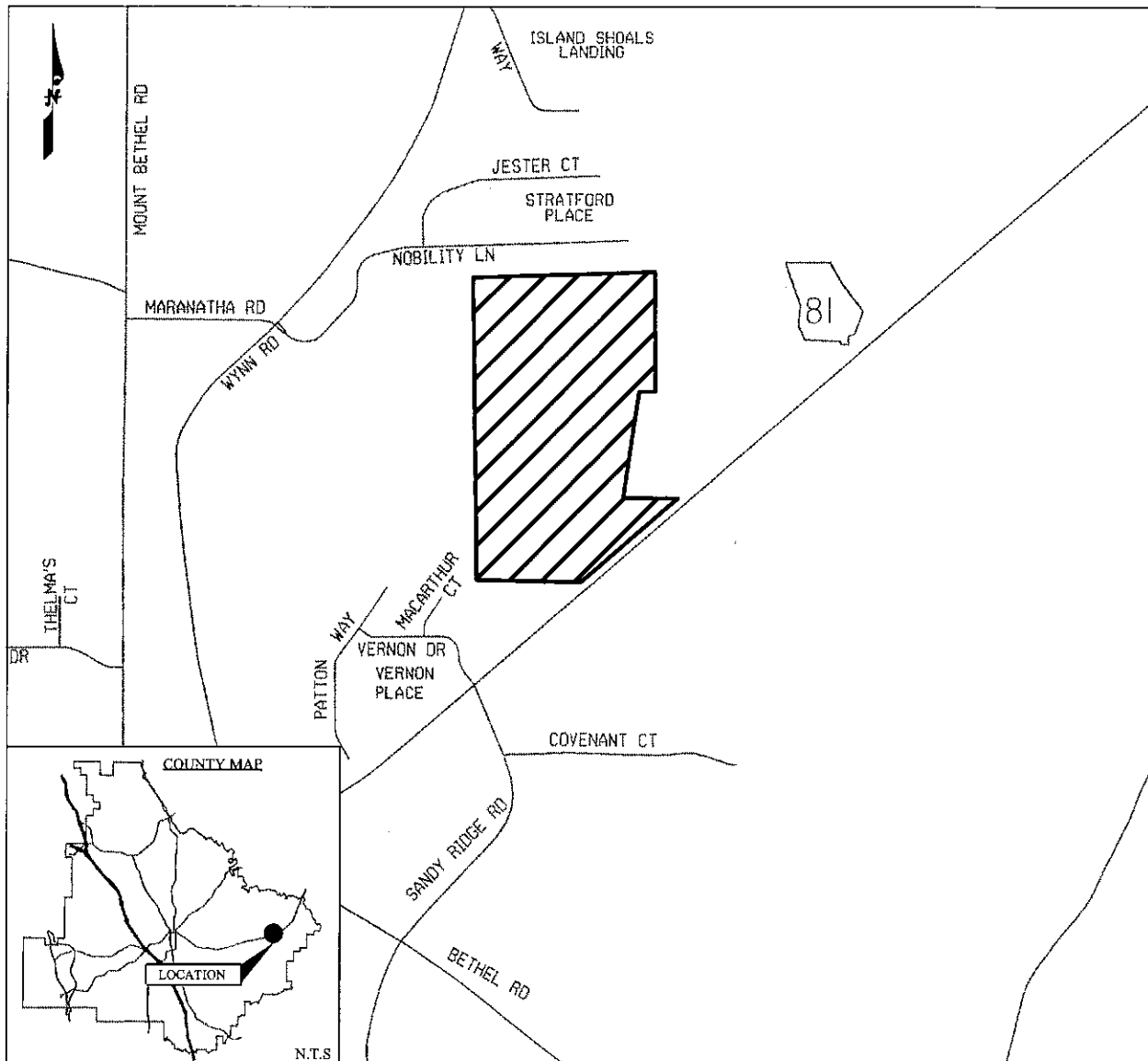


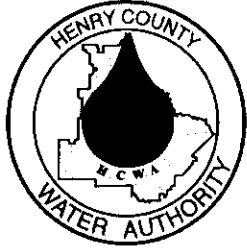


HCWA Board Agenda

October 11, 2018

Project Name:	LAUREL PARK
Project Number:	DEV 3626
Number of Lots:	80
Type of Development:	RESIDENTIAL
Land Lot and District:	Land Lots: 118, 139; District: 8
Main Entrance:	HIGHWAY 81
Developer:	HENRY PROPERTY GROUP
Length, Size & Material Type of W/L:	6750 LF 8" DIP
Comments:	BY DEVELOPER

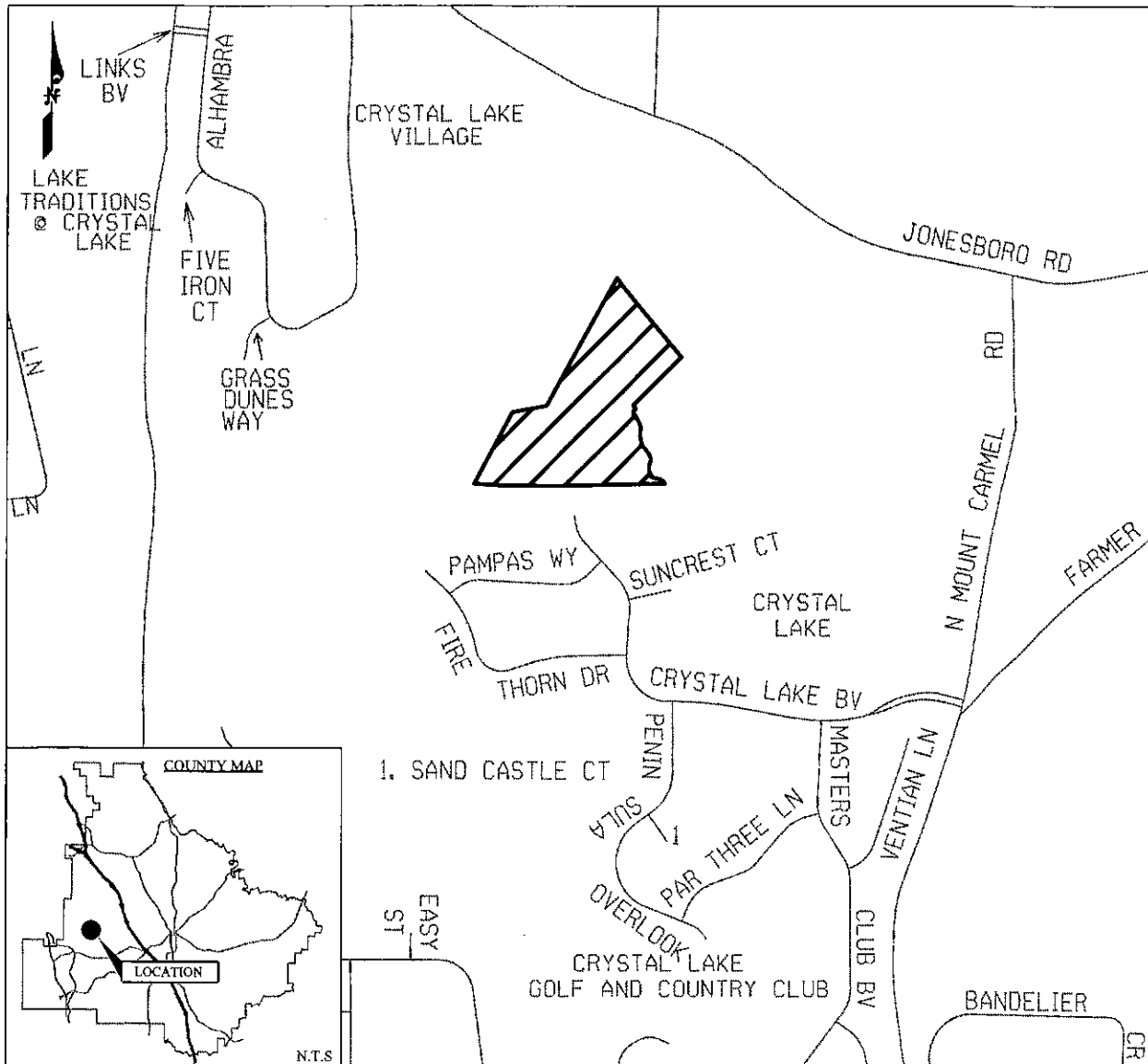




HCWA Board Agenda

October 11, 2018

Project Name:	CRYSTAL LAKE UNIT SEVEN
Project Number:	DEV 1058
Number of Lots:	19
Type of Development:	RESIDENTIAL
Land Lot and District:	Land Lots: 106, 107; District: 6
Main Entrance:	CRYSTAL LAKE BOULEVARD
Developer:	MBT INVESTMENTS, LLC
Length, Size & Material Type of W/L:	1175 LF 8" DIP
Length, Size & Material Type of S/L:	80 LF 8" DIP & 590 LF 8" PVC
Comments:	BY DEVELOPER



MINUTES

MINUTES OF BOARD MEETING: September 13, 2018
HENRY COUNTY WATER AUTHORITY

I. CALL TO ORDER/ATTENDANCE

A regular meeting of the Henry County Water Authority Board, duly advertised, was held on Thursday, September 13, 2018, at the Authority's Administrative offices located at 1695 Highway 20 West, McDonough, GA. Mr. James C. Carter, Jr., Chairman, called the meeting to order at 8:04 a.m. The following members were present: James C. Carter, Jr., Harold Jenkins, Carlotta Harrell, Roslyn Williams and Warren Holder.

The following Authority staff and consultants were present:

Lindy D. Farmer, Jr., General Manager
Tony Carnell, Deputy Manager
Roderick Burch, CFO, Division Manager, Admin. Services
Kim Osborne, Clerk
Scott Harrison, Division Manager, Dist. & Collections Systems
Scott Sage, Division Manager, Engineering
Bill Banks, Construction Coordinator
Allen Rape, Brock Biles, GIS Dept.
Allan Branan, Inspections Manager
Andy Welch, Smith, Welch, Webb & White

II. VISITORS Mr. Harold Thibodeaux and Mr. Pete Peterson

Mr. Thibodeaux addressed the Board to recommend the Authority conduct a customer service survey as a means for communicating with its customers. Mr. Farmer noted that the Authority distributes a quarterly customer newsletter and also provides customer information through its website. Mr. Carter encouraged Mr. Thibodeaux to communicate with Mr. Farmer to address any issues or customer service concerns. Mr. Thibodeaux commended the Authority's staff and stated that his purpose in attending was to encourage ways to involve customers and encourage customer feedback. Mr. Carter expressed his appreciation to Mr. Thibodeaux for attending the Authority's meeting and for his comments.

III. ACCEPTANCE OF AGENDA

Mr. Carter presented the Agenda for approval and noted no amendments. Motion was made by Mrs. Harrell and seconded by Mr. Jenkins to accept the Agenda as presented. The motion carried unanimously (5-0).

IV. REPORT OF ATTORNEY

Mr. Welch reported to the Board concerning the proposed amendment to the Authority's Enabling Legislation. He advised that the amendment was presented to the Board of Commissioners, however, there was not a consensus to move forward with the request.

Mr. Welch presented a resolution to abandon a sewer easement located on property owned by South Point Blvd LLLP. Staff explained that the original line was relocated because the building plan for that tract of property had been revised requiring the dedicated sewer easement be abandoned. Mr. Sage reported that the sewer line has been relocated into a new easement and piping removed from the old easement. Mr. Welch noted that the Authority must legally abandon the old easement in order to clear the record title on this tract. Mr. Farmer noted that the relocation was completed at the developer's expense. There being no further discussion, Mr. Welch presented Resolution No. 2018-10 to authorize the Chairman to execute necessary documents to complete the abandonment process for the sewer easement. Motion was made by Mr. Holder and seconded by Mrs. Harrell to adopt Resolution No. 2018-10 as presented. The motion passed (5-0).

V. REPORT OF GENERAL MANAGER

SPLOST Fairview Area Sanitary Sewer Project Update

Mr. Sage reported that this is a SPLOST funded project. Phase I of the project which provides service to the new park has been completed. A project status letter has been prepared and forwarded to the Henry County Board of Commissioners. Mr. Carnell reported concerning Phase II of the project for service to West Village. He advised that this project has been on hold for one year awaiting right-of-way acquisition by Henry County. He noted that a legal issue with the existing right-of-way had to be resolved by the county attorney. The Authority has been notified that right-of-way acquisition should commence next month. Mr. Carnell noted that there will probably not be sufficient funds available for Phase III of the project. Mr. Farmer advised that the Authority has an agreement with Clayton County for sewer capacity and that Phase II of this project is critical so that we can divert flow from DeKalb County to Clayton County. Mr. Burch noted that the Authority is taking a financial loss on sewer treatment diverted to DeKalb County. Once flow is diverted to Clayton County, the Authority's sewer treatment costs will be lower.

Rex Road Lift Station/Force Main Project Update (Fairview Elem/Performing Arts Center)

Mr. Sage reported that the Authority is finalizing design, permitting, bid documents and required easements for this project. It is anticipated that a contract will be awarded within the next two months with construction commencing January, 2019. The project should then be completed within six months. Mr. Sage advised that the pump station and force main will be constructed simultaneously. He noted that the Fairview Elementary and the Performing Arts Center will also be served from the capacity acquired from Clayton County.

Review of Water and Sewerage Rates

Mr. Burch addressed the Board concerning the annual review of the Authority's water and sewer rates as set forth in the Authority's ordinances. He noted that the Water Ordinance provides for an automatic 5% increase in rates each year unless the Board takes action otherwise. Mr. Burch advised that he and Mr. Farmer have reviewed the current rates and the revenues derived therefrom and it is recommended that the Board impose no increase in residential or commercial rates for the coming year. Mr. Burch noted that a full financial report will be provided at the Authority's October meeting. Mr. Carter opened the floor for further discussion. Mr. Burch reviewed historical rate increases from 1995 forward. Mrs. Harrell expressed concern that next year might require a larger rate increase if no increase is implemented this year. Mr. Burch advised that he does not foresee a large increase for next year. Mr. Farmer emphasized that the Authority strives to keep its rates in line with other communities. There being no further discussion, Resolution No. 2018-09 was presented for the Board's approval to implement no increase for the coming year. Motion was made by Mrs. Williams and seconded by Mr. Jenkins to adopt said resolution as presented and the motion carried unanimously (5-0).

Public Relations Report

Dr. Chris Wood, JWA, provided a media relations report highlighting recent coverage and upcoming events. A written report and media clip file was provided to the Board and staff.

VI. PROJECTS AND ADJUSTMENTS

The following projects were reported to be within Authority policy by Mr. Farmer, and recommended for Board approval.

New Projects: EXT3821A Cavanaugh Pump Station Upgrade – Upper Camp Creek
GDOT3454A PI 0011691 Blackhall Road @ Rum Creek
GDOT3590 PI 0011690 Elliott Road Bridge WL Relocation
EXT3383B Stallsworth Road Water Line Extension

Developer Projects:

DEV2130 Dave and Busters
DEV3619 Fairview Performing Arts Center
DEV3625 Eagles Landing Parkway Shopping Center
DEV1640 Avalon Pod H Phase II
DEV2680 Jonesboro Road Sanitary Sewer Ext.

Budget Adjustments: None

Motion was made by Mr. Jenkins and seconded by Mrs. Harrell to approve the projects as presented. The motion carried (5-0).

VII. APPROVAL OF MINUTES – August 9, 2018 Regular Board Meeting

The minutes of the Board's August 9, 2018 regular meeting were approved on motion made by Mrs. Harrell and seconded by Mrs. Williams. The motion carried unanimously (5-0).

VIII. NEW BUSINESS

Reminder: Cubihatcha Kids 3rd Grade Field Trips
Next Regular Board Meeting – October 11, 2018 at 8:00 a.m.

IX. EXECUTIVE SESSION

Motion was made by Mrs. Harrell and seconded by Mrs. Williams to enter into Executive Session at 9:28 a.m. for the purpose of discussion of real estate matters. The motion carried (5-0).

The Board returned to Regular Session at 10:13 a.m. on motion made by Mrs. Harrell and seconded by Mr. Jenkins. The motion carried (4-0), Mrs. Williams having departed at 10:10 a.m.

The Board took no action concerning matters discussed in Executive Session.

X. ADJOURNMENT

Motion was made by Mrs. Harrell and seconded by Mr. Jenkins to adjourn the meeting at 10:14 a.m. The motion carried unanimously (4-0) and the meeting was adjourned.

James C. Carter, Jr., Chairman

Kimberly Turner Osborne, Clerk