

Peachtree City Water & Sewerage Authority
Regular Meeting
Agenda
Tuesday, June 15, 2021
8:30 a.m.

I. Pledge of Allegiance

II. Public Comment

III. Minutes

April 20, 2021 - Regular Meeting Minutes

IV. Reports

A. Authority Members

B. General Manager

V. Memorandum of Agreement Between Peachtree City, Georgia and Peachtree City Water and Sewerage Authority

VI. Agreement to Sell and Purchase Real Property

VII. Resolution Regarding Selling Certain Real Property

VIII. Sewer Extension and Solids Handling Evaluation Work Authorization from ISE

IX. Executive Session – Real Estate, Personnel, Potential Litigation

X. Adjourn

** Location of meeting is Peachtree City Water & Sewerage Authority at 1127 Hwy. 74, South **

NOTE: This agenda is subject to change up to twenty-four hours prior to the scheduled meeting.

A quorum of City Council will be in attendance.

Peachtree City Water and Sewerage Authority

April 20, 2021

The Peachtree City Water and Sewerage Authority held its monthly meeting on Tuesday, April 20, 2021, in the break room and conference room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Vanessa Fleisch, Vice-Chairman Mike King, Treasurer/Secretary Terry Ernst, Board Member Phil Prebor, Ms. Melissa Griffis (attorney with Horne & Griffis), Mr. Dan Davis (ISE), Ms. Leslie Baer (ISE), Ms. Millie Shah (WASA), Mr. Larry McNeil (WASA), Mr. Chris Miller (Cpak Technology Solutions), Mr. Todd Baugh (Cpak Technology Solutions), Ms. Hope Larisey (ISE), Mr. Clay McEntire (J. Smith Lanier), Mr. David Irwin (Mauldin & Jenkins), and Mr. John Dufresne. Board Member Kevin Madden was absent. Due to the COVID-19 pandemic and Governor Brian Kemp's Executive Order the Board members were located in the break room and the public was in the Board room for proper social distancing with live video and audio being fed into each room.

Ms. Fleisch called the meeting to order at 8:35 am. The meeting began with the Pledge of Allegiance.

Ms. Fleisch opened the meeting up for public comment. There were no public comments.

Ms. Fleisch asked for a motion to approve the March 16, 2021 regular meeting minutes and the March 29, 2021 special called meeting minutes. Mr. Ernst made the motion, seconded by Mr. King. Motion carried (4/0). Ms. Griffis stated Mr. King has reviewed the meeting minutes for March 16, 2021 and associated documents even though he was not present, allowing him to vote to approve the minutes.

There were no reports from the Authority members. Mr. Prebor stated he would like the Authority to consider publishing a brochure with an update on the Authority's progress to be distributed via the utility bills. Mr. Dan Davis stated that is possible, and could be disseminated via the website, a direct mailer, and posted in the front office. Mr. Dan Davis provided a General Manager update, stating landscaping improvements, tree removal, and irrigation system repairs were completed, in addition to facility maintenance/improvements at the plants and shop. Mr. Larry McNeil stated staff member Mr. Jonathan King has coordinated the facility/maintenance improvements. Mr. Ernst requested that a thank you letter be drafted to the employees from the Board for their hard work and in recognition of the noticeable facility/site improvements. Mr. Dan Davis stated updates to pump stations and associated fencing has also been completed. Mr. Dan Davis stated he would provide a PowerPoint on the SCADA update next month. Mr. Dan Davis added that the audio/visual equipment was updated in the conference room and break room, to improve reliability and better accommodate meeting needs. Ms. Fleisch asked about the work at the pump station across from City Hall. Mr. McNeil stated the pump station had a faulty moisture sensor replaced.

Mr. Irwin discussed the annual audit, stating they issued a clean/unmodified opinion of the report with no audit findings; the financial statements as prepared by management are fairly stated in all material respects in accordance with generally accepted accounting principles. Mr. Irwin stated Ms. Shah did a really good job coordinating and providing information for the audit. Mr. Irwin encouraged the Board to read the Management's Discussion and Analysis (MD&A) within the report which provides a summary of the basic financial statements and an analytical overview of financial activity. Mr. Irwin discussed the statement of net position, stating total assets were \$41.4 million which was in line with last year with a \$171,000 decrease compared to 2019, which is considered minimal. The Authority has a good liquid position. Mr. Irwin stated net position increased by \$2.2 million from prior year, with \$16.1 million

investment in capital assets. Mr. Irwin stated revenue was just over \$10 million which was in line with last year, and there is a positive operating cash flow. Mr. Irwin stated there were no significant changes from last year with regard to the footnotes. Mr. King made a motion to accept the audit, seconded by Mr. Ernst. Motion carried (4/0).

Mr. McEntire discussed the property and casualty insurance renewal proposals from Travelers and Cincinnati (item VI). Mr. McEntire stated they went out to the marketplace because insurance rates are increasing across the industry; Travelers and Cincinnati were the most competitive to respond. Mr. McEntire discussed the Travelers quote, stating the property value was increased to \$15 million due to a reevaluation of the pump stations. Mr. Prebor asked regarding the decrease in premium cost. Mr. McEntire confirmed that there was an increase in values and a decrease in premium for Travelers due to competition. Most lines of coverage remained unchanged; however, Cincinnati did provide some pricing for higher umbrella limits; this is an area the Authority could increase coverage. Mr. Prebor and Mr. Ernst asked if the umbrella limit could be increased for the Travelers quote. Mr. McEntire responded that he can get a quote from Travelers to increase the umbrella limit. The Cyber coverage was changed to increase limits. Ms. Fleisch asked if based on recent tornado activity, is the Authority covered enough. Mr. McEntire stated that Ms. Shah and Mr. McNeil did a good job working to ensure the value of property estimates were accurate. Ms. Fleisch asked about the average value of each pump station. Ms. Shah stated they reviewed each station and decided not to insure smaller pump stations with a value less than \$10,000, the value estimate focuses on the larger pump stations. Mr. Ernst asked to confirm the difference with the Travelers quote. Mr. McEntire stated the cyber coverage carrier changed to BCS, and overall provided a \$2,200 decrease in cost from last year with broader coverage. Mr. McEntire stated the Cincinnati quote offered a 3-year policy with locked rates (except for umbrella and vehicle coverage), as well as a slight increase in a few coverage limits. Mr. McEntire received quotes from Cincinnati for increasing the umbrella coverage yesterday: \$12,841 for \$3 million and \$16,648 for \$5 million. Cincinnati is quoting a substantial increase in EPL and Public Entity and enhanced Cyber liability as compared to Travelers. Mr. McEntire stated the premium on both quotes was within a few hundred dollars. Mr. McEntire stated Travelers will not do a 3-year lock, and the Authority has been with Travelers for several years with minimal increases each year. Ms. Fleisch asked if the Authority should be evaluating any other coverages because of the sewer backups. Mr. McEntire responded no and referenced the immunity clause in the State of Georgia, stating insurance carriers will not accept liability if not responsible. Ms. Fleisch asked if the Authority is fully covered. Mr. McEntire responded yes, but there is an option to increase limits. Ms. Griffis asked regarding the difference in AM Best Ratings for each carrier. Mr. McEntire stated Travelers is A++ and Cincinnati is A+, stating an A rating is very sound. Mr. Prebor stated B+ and above are acceptable. Ms. Griffis stated that no one offers coverage for sovereign immunity claims, similar to those earlier in the year. Mr. King asked for Mr. McEntire's recommendation. Mr. McEntire stated the increase in EPL and Public Entity coverage from Cincinnati is good, but both companies are good. Mr. McEntire stated he would immediately contact Travelers to get a revised quote with an increased umbrella limit. Mr. Prebor made a motion to table the vote/decision on item VI (Property, Crime, General Liability, Boiler & Machinery, Umbrella, Auto, Inland Marine, Employment Practices Liability, Public Entity Liability, Flood & Earthquake and CyberFirst Liability Insurance Coverage – renewal May 1, 2021) until after Executive Session, seconded by Mr. Ernst. Motion carried (4/0).

Ms. Larisey presented the Work Authorization for the 2021 Long-Term Monitoring program. Ms. Larisey stated the work is part of the Watershed Protection Plan required by the permit with the State of Georgia for the treatment plants and includes quarterly sampling at five stations. Ms. Larisey stated this year additional biological monitoring is required, which was last performed in 2017. Ms. Larisey stated the associated Annual Report is due to the Georgia EPD by June 30 each year, and no comments were received

on the report submitted last year. Ms. Larisey stated the trend they are seeing is better numbers on the southside/downstream end of the City, after the water has gone through the water systems within the City. Mr. Ernst made a motion to approve the 2021 Long-Term Monitoring Work Authorization, seconded by Mr. King. Motion carried (4/0).

Mr. Prebor stated he would need to abstain from the Sewer Extension Evaluation Work Authorization agenda item because he owns property on Huddleston Road. Mr. Ernst made a motion to move item VIII (Sewer Extension Evaluation Work Authorization) to next month's meeting, seconded by Mr. King. Motion carried (4/0).

Ms. Shah discussed the Quarterly Financial Update dated March 31, 2021, ending the second quarter. Ms. Shah stated the budget year is at the 50% mark, with rate revenue at 48% (down by \$126,000 in residential and \$69,000 in commercial), but recent revenue appears to be returning to normal. Expenses are at 44%, and capital projects are moving along. Ms. Shah stated the bond payment was made, leaving \$10 million in outstanding debt.

Ms. Fleisch asked for a motion to adjourn into Executive Session for the purpose of Real Estate, Personnel and Potential Litigation. The motion was made by Mr. King and seconded by Mr. Ernst. Motion carried (4/0). The meeting was adjourned into Executive Session at 9:31 am.

Prior to calling Executive Session to order, Mr. McEntire notified the Board that he received the revised quote from Travelers. Ms. Griffis stated for the benefit of the public, the regular meeting could be reopened, and the item moved to discuss prior to Executive Session. Mr. Prebor made a motion to reenter the regular meeting, seconded by Mr. King. Motion carried (4/0). The regular meeting was reconvened at 9:41 am.

Mr. King made a motion to amend the previous motion and move item VI (Property, Crime, General Liability, Boiler & Machinery, Umbrella, Auto, Inland Marine, Employment Practices Liability, Public Entity Liability, Flood & Earthquake and CyberFirst Liability Insurance Coverage – renewal May 1, 2021) from Executive Session to the regular meeting, seconded by Mr. Prebor. Motion carried (4/0).

Mr. McEntire discussed the revised quote received from Travelers reflecting an increase in umbrella coverage which sits over public officials (making it comparable to Cincinnati). Travelers quoted a \$3 million umbrella at a premium of \$9,494, as compared to Cincinnati with a \$3 million umbrella at a premium of \$12,841. Mr. Prebor made a motion to approve Travelers for item VI (Property, Crime, General Liability, Boiler & Machinery, Umbrella, Auto, Inland Marine, Employment Practices Liability, Public Entity Liability, Flood & Earthquake and CyberFirst Liability Insurance Coverage – renewal May 1, 2021) with a \$3 million umbrella, seconded by Mr. Ernst. Motion carried (4/0).

Ms. Fleisch asked for a motion to adjourn into Executive Session for the purpose of Real Estate, Personnel and Potential Litigation. The motion was made by Mr. King and seconded by Mr. Prebor. Motion carried (4/0). The meeting was adjourned into Executive Session at 9:46 am.

The meeting was reconvened at 10:24 am.

Ms. Fleisch asked for a motion to adjourn. The motion was made by Mr. King and seconded by Mr. Ernst. Motion carried. The meeting was adjourned at 10:24 am.

Chairman - Vanessa Fleisch

Treasurer/Secretary - Terry Ernst

STATE OF GEORGIA)
)
CITY OF FAYETTE)

**MEMORANDUM OF AGREEMENT BETWEEN PEACHTREE CITY,
GEORGIA AND PEACHTREE CITY WATER AND SEWERAGE AUTHORITY**

THIS AGREEMENT, is made and entered into as of the _____ day of _____, 2021 (this "Contract"), by and between the PEACHTREE CITY, GEORGIA, a Georgia municipal corporation ("City"), and PEACHTREE CITY WATER AND SEWERAGE AUTHORITY, a public body corporate and politic (the "Authority").

W I T N E S S E T H

WHEREAS, the Parties have the ability to contract with each other; and

WHEREAS, the Parties desire to enter into an agreement for the purpose of the City to purchase real property described as approximately 4,200 sf (0.10 +/- acres located on State Highway 74 in Peachtree City, Fayette County, Georgia, and more generally described on the attached Exhibit B to Agreement; and

WHEREAS, the Parties hereby agree that the terms within do not in any way alter or amend any other contract or agreement, but are a separate agreement of the Parties; and

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Authority DO HEREBY AGREE, as follows:

1.

This Contract shall become effective upon the date as written above. The provisions of this Contract shall continue in effect unless either party chooses to

terminate said agreement, but in no event shall the term of this Contract extend for more than fifty (50) years.

2.

The City agrees as follows:

- (a) To provide for their own domestic supply water service and fire protection from the water main on State Highway 74.
- (b) To provide for their own power from the power company lines on State Highway 74.
- (c) To pay for and provide fencing for the section
- (d) To pay for fifty (50%) percent of the cost to move the front gate.

3.

The Authority agrees as follows:

- (a) Easement area "Exhibit B" will be used for ingress and egress by the City and the public, for access to the city's storage and maintenance facility.
- (b) To operate, upgrade at its discretion and maintain the roadway that leads into the Authority complex, within the area labeled as Easement area "Exhibit B".

4.

The Authority and the City agree as follows:

- (a) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Contract, which said provisions shall remain in full force and effect.

(b) This Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

(c) This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

(d) This Contract may not be effectively amended, changed, modified, altered or terminated except with the written consent of the Authority and the Commission.

5.

The sales price shall be Eight Thousand and 00/100 (\$8,000.00) Dollars.

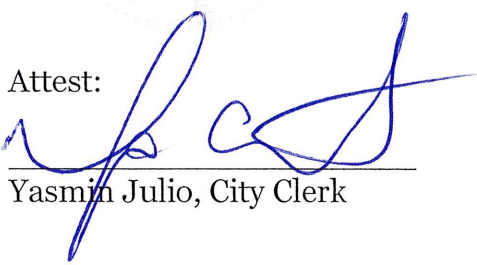
6.

The closing shall occur on or before ____ day of _____, 2021.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.

[SEAL]

Attest:


Yasmin Julio, City Clerk

PEACHTREE CITY, GEORGIA a Georgia
municipal corporation

By: 

Jonathan N. Rorie, City Manager

PEACHTREE CITY WATER AND SEWERAGE
AUTHORITY

[SEAL]

By: _____
Chairman

Attest:

Secretary

Exhibit A

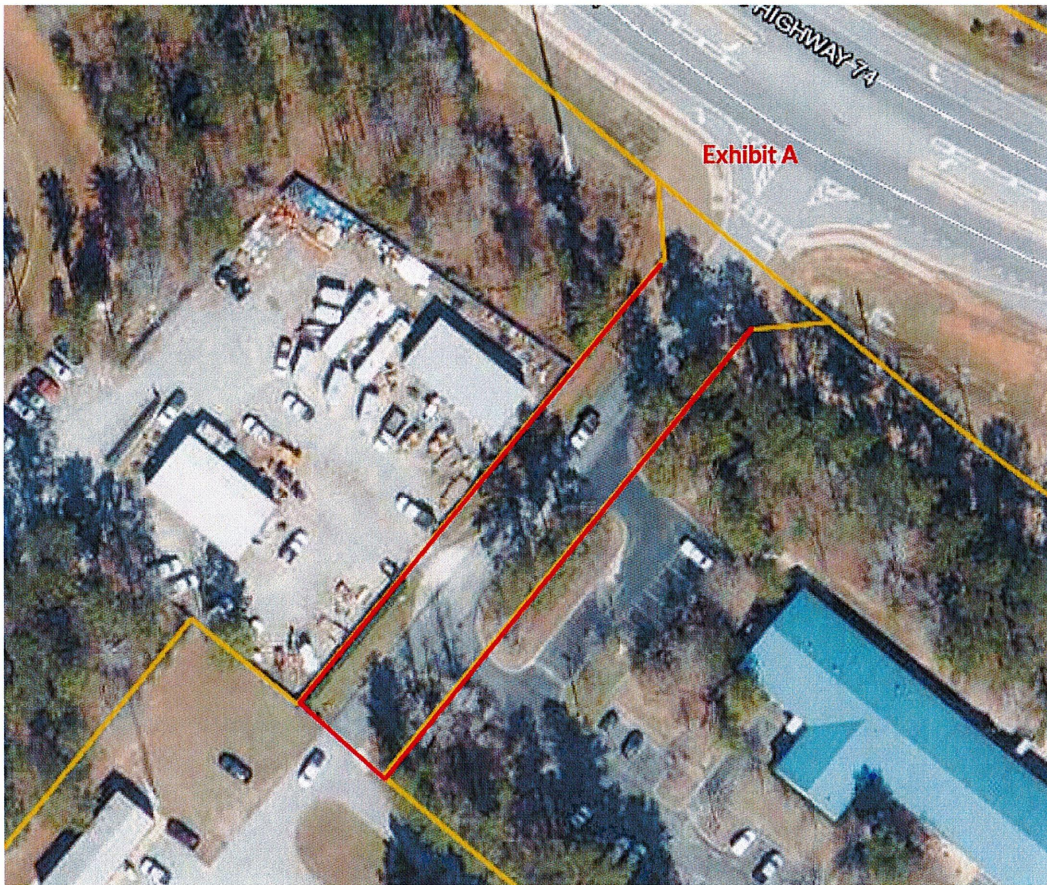


Exhibit B



**STATE OF GEORGIA,
COUNTY OF FAYETTE**

AGREEMENT TO SELL AND PURCHASE REAL PROPERTY

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY, (hereinafter referred to as this "Agreement"), is made and entered into this day _____ of _____, 2021, (hereinafter referred to as "the "Effective date"), by and between THE PEACHTREE CITY WATER AND SEWERAGE AUTHORITY, a body politic acting by and through the Members of the Peachtree City Water and Sewerage Authority whose address is 1127 Highway 74 South, Peachtree City, Georgia 30269, Party of the First Part, hereinafter referred to as "Seller", and PEACHTREE CITY, GEORGIA, a municipal corporation created by the State of Georgia whose address is 151 Willowbend Road, Peachtree City, Georgia 30269, Party of the Second Part, hereinafter referred to as "Purchaser,"

WHEREAS, Seller owns certain real property being and lying in Fayette County, Georgia, and more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property;

NOW, THEREFORE, for and in consideration of the payment by Purchaser to Seller of the sum of (5% of the Purchase Price), hereinafter referred to as "Earnest Money," the mutual covenants and agreements set forth herein, all of which both parties respectively agree constitutes sufficient consideration; the parties agree as follows:

Section 1: USAGE AND DEFINITIONS

- 1.1 As used in this Agreement, the following words and terms set forth in this section refer to, or mean, or include in their meaning, the following:
 - 1.1.1 The word "City" shall mean the "Peachtree City, Georgia."
 - 1.1.2 The words "party" or "parties" are sometimes used herein to refer to either Seller or Purchaser or collectively to Seller and Purchaser.
 - 1.1.3 The words "execute", or "execution" are used interchangeably herein to mean the signing, sealing and delivery of the called for Deed, instruments, documents and/or legal pleadings.
 - 1.1.4 The term "Seller" as used herein shall mean the Peachtree City Water and Sewerage Authority as Grantor and shall include its agents.

1.1.5 The word "Closing" shall mean the consummation of the sale and purchase of the Property, hereinafter referred to as the "transaction" contemplated by this Agreement by the execution, deliveries and acceptances required by this Agreement.

1.2 All words used in this Agreement include in their meaning the masculine, feminine and neuter gender; singular and plural number; and present, past and future tense; and all appropriate grammatical adjustments shall be assumed as though in each case fully expressed.

Section 2: SALE OF PROPERTY

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the provisions hereof, that certain real property along with easements A and B described in Exhibit "A" and Exhibit "B" attached hereto and hereinafter referred to as the "Property". The Property is to be conveyed "as is, where is," and with all faults and without warranties.

Section 3: PURCHASE PRICE

The Purchase Price of the Property is Eight Thousand Dollars (\$8,000.00).

Section 4: EARNEST MONEY

Within five (5) days after the Execution of this Agreement, Purchaser shall deposit with the Closing Attorney, by check or wire transfer, the sum of One Thousand Dollars (\$1,000.00), which sum Purchaser agrees shall not earn him any interest. At closing, all Earnest Money shall be applied against the Purchase Price.

Section 5: ENTRY ONTO THE PROPERTY

Acting at Purchaser's own risk and expense, Seller hereby permits Purchaser and his authorized representatives to enter onto the Property for the purposes of making inspections. Purchaser may select qualified professionals to make "Inspections" (including tests, borings, surveys, studies, inspections, investigations and interviews of persons familiar with the Property) concerning the Property, including but not limited to tests of structures, wells, septic tanks, underground storage tanks, soils, geologic hazards, utility lines and systems and environmental hazards (including Phase I and Phase II environmental assessments); provided that Purchaser shall not conduct any soil borings or other physically invasive tests of the Property without Seller's prior written consent (which shall not be unreasonably withheld or delayed), and provided further that all Inspections shall be performed in a manner that shall not unreasonably interfere with the ongoing use of the Property by the Seller or the tenants. Purchaser shall keep the Property free of any liens, and repair any material physical damages caused by Purchaser, its agents, employees, contractors or subcontractors and restore the Property to its condition prior to Inspections. Purchaser shall indemnify, defend and hold Seller harmless against all losses, damages, claims, demands and liabilities which may be suffered by or asserted against Seller by

reason of Purchaser's Inspections, which indemnity obligation shall survive termination of this Agreement or Closing.

Section 6: SELLER REPRESENTATIONS

6.1 To induce Purchaser to accept this offer, Seller makes the following representations (and these are the only representations made by Seller), upon which Purchaser is entitled to rely and each of which shall be deemed to be material to this Agreement:

6.1.1 THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INDEPENDENT INSPECTIONS, INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS.

6.1.2 Seller makes no other representations or warranties, expressed or implied, with respect to the subject matter of this Agreement except as contained herein. Seller has not surveyed or inspected the Property to determine the existence of any hazardous materials, substances or constituents. The purchase/sale is made "as is, where is, and with all faults."

Section 7: RISK OF LOSS AND DAMAGE

7.1 Pending acceptance of this offer by Purchaser and thereafter through and including the Closing Date, the risk of loss of the Property will remain with the Seller.

7.2 In the event the Property, or a material portion thereof, is destroyed or damaged by fire or other casualty after acceptance of this offer but prior to Closing, then Purchaser, at its option, may cancel this agreement, whereupon Seller shall return the Earnest Money to Purchaser and thereafter the parties shall have no further duty, obligation, financial or otherwise, or liability hereunder to each other; or close the transaction with the Purchase Price reduced by an amount equivalent to the difference between the fair market value of the Property immediately prior to such damage or destruction less the fair market value of the Property immediately after such damage or destruction, as mutually determined.

Section 8: TAXES AND ASSESSMENTS

8.1 Seller shall pay all valid delinquent real property taxes, water rates, sewer charges, assessments, special and otherwise, and other charges which are a valid lien against the Property as of the Closing Date. Current real estate taxes and current installments of special assessments,

if any, shall be prorated on a due date basis to the date of Closing, in accordance with the local custom for the county in which the Property is located. Any federal, state and local documentary or revenue stamps, transfer, sales and other taxes relating to the sale of the Property shall be paid by Buyer and/or Seller at Closing based on local custom for the county in which the Property is located and both parties agree to execute any tax forms required.

8.2 All net property tax refunds and credits attributable to any period prior to the Closing, if any, shall be the property of Seller. All net property tax refunds and credits attributable to any period subsequent to the Closing, if any, shall be the property of Buyer.

Section 9: TITLE EXAMINATION

Purchaser shall have fifteen (15) days commencing with execution of this Agreement to examine the title to the Property and secure, at Purchaser's expense, a written owner's title insurance commitment, from a duly authorized title insurance company (issued through its Georgia Office) to insure, at its standard rates or less, Purchaser and the title to the Property to be conveyed by Seller to Purchaser pursuant to this Agreement (hereinafter referred to as "Commitment"). If the Commitment sets up (or sets forth) any title objection(s), Seller shall have five (5) days from receipt of the notice of title objection(s) to analyze said title objection(s) and determine, in its sole discretion, whether or not to cure the same and to notify Purchaser of Seller's decision thereon. Seller and Purchaser understand and agree that the Property is sold "as is, where is, and with all faults" and Seller makes no warranty of any type or kind whatsoever.

Section 10: CLOSING

10.1 Closing Attorney

Purchaser and Seller hereby agree that the "Closing Attorney" shall be:

E. Michelle Rothmeier,
Lawson & Beck, LLC
Peachtree City office:
1125 Commerce Drive, Suite 300
Peachtree City, Georgia 30269
Phone: 770-486-8949

Newnan office:
1201 Lower Fayetteville Road, Suite C
Newnan, Georgia 30265
Phone: 678-487-6002

Purchaser and Seller further agree that the Closing Attorney will act as the escrow agent in this transaction.

10.2 The Closing Date of this transaction shall be no more than sixty (60) days from the date of the execution of this agreement. The time and place of Closing shall be designated by Purchaser and notice thereof shall be given to Seller not less than seven (7) days prior to

the designated Closing Date. Purchaser may designate the attorney who will conduct the Closing (hereinafter referred to as the "Closing Attorney"), and the Closing Attorney shall represent Purchaser at the Closing.

10.3 At Closing, Seller and Purchaser shall respectively pay the following costs and expenses, hereinafter referred to as "expenses":

10.3.1 Seller shall pay the following expenses:

(a) Fees of the Seller's attorney; and

10.3.2 Purchaser shall pay the following expenses, and those specified elsewhere in Section 10:

- (a) Fees and expenses of Purchaser's attorney(s) and closing attorney; and
- (b) Fee for examination and certification of the title to the Property; and
- (c) Fee and premium to a title insurance company, should such a policy be necessary, for the commitment and any issued owners title insurance policy; and
- (d) Expenses for filing and recording the Deed with the Fayette County Clerk of Superior Court, as required by Seller, or any other appropriate local authorities, and any other documents or instruments which Purchaser deems necessary or desirable to place of record; and
- (e) The expenses of any inspection or appraisal obtained by Purchaser; and
- (f) Any real property ad valorem taxes that may be assessed and levied against the Property by the taxing authorities of any city or county; and
- (g) Any other expenses actually incurred by Purchaser.

10.4 At the Closing or as otherwise specified below, Seller and Purchaser shall each deliver to the other the following:

10.4.1 At Closing, Purchaser shall tender to Seller the Purchase Price in the manner set forth in subsection numbered 10.5 hereof.

10.4.2 At Closing Seller shall deliver to Purchaser the following:

- (a) A Deed, conveying to Purchaser, fee simple, all of Seller's right, title and interest in and to the Property, the legal description contained therein to be verbatim as set forth in EXHIBIT "A" attached hereto and those rights of Easement described in Exhibits A and B attached hereto; and
- (b) If requested, a copy of official records of Seller authorizing execution of the Deed and other instruments, documents and legal pleadings necessary to implement and finalize this transaction.

10.4.3 Seller and Purchaser shall each deliver to the other a properly executed MEMORANDUM OF UNDERSTANDING governing the relationship of the parties as to the easements described in Exhibits A and B attached hereto. Said MEMORANDUM OF UNDERSTANDING shall be attached hereto as AMENDMENT 1 and incorporated into this AGREEMENT TO SELL AND PURCHASE REAL PROPERTY.

10.5 At the Closing, Purchaser shall tender to Seller a cashier's check, payable to Seller in the amount of Seven Thousand Dollars (\$7,000.00), this is Purchase Price, less the amount of

Earnest Money. Payment may be delivered through some cash equivalent payment by cash, wire, or other means acceptable to Seller.

Section 11: DELIVERY OF POSSESSION

At the Closing, Seller will deliver to Purchaser all the possession it has in and to the Property in the same condition as the Property existed on the date hereof, acts of God, normal wear and tear, and the commission of any criminal acts on or to the Property, excepted.

Section 12: DEFAULT

- 12.1 If, following Purchaser's acceptance of this offer, the transaction contemplated by this Agreement is not consummated on account of Seller's default hereunder, then Purchaser may elect to cancel this Agreement, whereupon Seller shall return the Earnest Money to Purchaser and Purchaser and Seller shall then have no further duty, obligation, financial or otherwise, or liability hereunder to each other.
- 12.2 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Purchaser's default hereunder, the Earnest Money paid by Purchaser to Seller shall be kept by Seller and considered by Seller and Purchaser to be full and complete liquidated damages. Further, Seller shall have no further duty, obligation, financial or otherwise, or liability hereunder to Purchaser.

Section 13: NOTICES

Purchaser may give oral notice, followed by notification in writing, to Seller of the place and Closing Date of this transaction. All other notices (which includes acceptances and consents) given under and pursuant to this Agreement shall be in writing and given by depositing the same in the United States Certified Mail with a request for the return of a receipt showing the name of the recipient and the date of delivery. Notices shall be addressed to the party to be notified at the address first set forth hereinabove. Either party may, from time to time, by five (5) days' prior notice to the other party, specify a different address to which notices shall be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given shall be deemed a delivery of the notice on the date when postmarked.

Notice shall also be provided to:

If to Purchaser:

Peachtree City, Georgia
Attn: City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

If to Seller:
Peachtree City Water and Sewerage Authority
Horne & Griffis, P.C.
Attn: Melissa D. Griffis
32 South Court Square
Newnan, GA 30263

Section 14: ASSIGNMENT

This agreement is personal to Purchaser and may not be transferred or assigned by Purchaser without the prior written consent of Seller

Section 15: REAL ESTATE BROKERS AND ATTORNEYS

Both Seller and Purchaser represent that no agents or brokers have been retained in this transaction. Should Seller or Purchaser retain a broker or agent to represent them, the financial obligations accrued thereby shall be discharge by the Party retaining said services. Further, the party retaining said services covenants and agrees to indemnify and hold harmless from all claims and liabilities from any such brokers or agents, the non-retaining party.

Section 16: GENERAL PROVISIONS OF THIS AGREEMENT

- 16.1 All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.
- 16.2 All time limits stated herein are of the essence of this offer and Agreement.
- 16.3 If any one or more of the provisions contained herein is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 16.4 All provisions of this Agreement shall survive the Closing and **shall not** be merged into either the Deed or any other instruments, documents or pleadings executed by the parties either prior to or at the Closing.
- 16.5 The brief headings or titles preceding each section hereof are for purposes of identification and convenience only and should be disregarded in construing this Agreement.
- 16.6 This Agreement shall be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia in the courts of Fayette County, Georgia.
- 16.7 This Agreement may be executed in two (2) counterparts (Seller's counterpart and Purchaser's counterpart) which are separately numbered and identified but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

Section 17: ENTIRE AGREEMENT

This Agreement in combination with the MEMORANDUM OF UNDERSTANDING described in Section 10.4.3 above, attached hereto as AMENDMENT 1 and hereby incorporated herein, supersedes all prior negotiations, discussions, statements and agreements between Seller and Purchaser and constitutes the full, complete and entire agreement between Seller and Purchaser with respect hereto; no member, officer, employee, agent or representative of Seller or Purchaser has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the provisions of this Agreement except the MEMORANDUM OF UNDERSTANDING. In the event of a conflict as to the ongoing relationship of the parties, after the closing of this purchase, the MEMORANDUM OF UNDERSTANDING shall control and dictate the resolution. No modification of or amendment to this Agreement shall be binding on either Seller or Purchaser unless such modification or amendment is signed by both Seller and Purchaser.

Section 18: GOVERNING LAW AND ATTORNEY'S FEES

This Agreement shall be governed and enforced by and construed in accordance with the laws of the state in which the Property is located. In the event either party hereto finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to enforce any of the terms, covenants or conditions hereof, the prevailing party in such action or proceeding shall be paid all reasonable attorneys' fees, as determined by the court and not the jury, and in the event any judgment is secured by such prevailing party, all such attorneys' fees shall be included in any such judgment in such action or proceedings.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____ 2021.

SELLER:

Peachtree City Water and Sewerage
Authority


Vanessa Fleisch, Chairman

Attest: _____

By: Leslie Baer, Clerk

(Authority SEAL)

PURCHASER,
Peachtree City, Georgia


By: Jonathan N. Rorie, City Manager

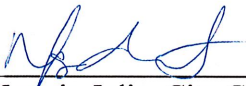
Attest: 
By: Yasmin Julio, City Clerk



EXHIBIT “A”
Legal Description

EXHIBIT B
PLAT

Type: PLAT EFILED
Recorded: 11/04/2020 11:34:00 AM
Fee Amt: \$30.00 Page 1 of 3
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court

Participant ID: 0706951226

BK 100 PG 424 - 426

RESERVED FOR CLERK OF SUPERIOR COURT

Drainage Note:

The owner of record, on behalf of himself and all successors in interest specifically releases the City of Peachtree City from any and all liability and responsibility for flooding or erosion from storm drains or erosion from storm drains or from flooding from high water of natural creeks, rivers or drainage features shown herein. A drainage easement is hereby established for the sole purpose of providing for the emergency protection of the free flood surface waters along all watercourses as established by the city. The City Engineer and/or the City's Public Works Department may conduct emergency maintenance operations within this easement where emergency conditions exist. Emergency maintenance shall be the removal of trees and other debris, excavation, filling and the like, necessary to remedy a condition which in the judgment of the City Engineer or Public Works Director, is potentially injurious to life, property or the public roads or utility system. Such emergency maintenance, conducted for the common good, shall not be construed a continuing maintenance obligation of the City of Peachtree City nor an abrogation of the city's rights to seek reimbursement from the owner(s) of the property(ies) of the lands that generated the conditions.

The City of Peachtree City shall not be held accountable or liable for claims of injury or damage resulting from the stormwater drainage system installed on the property identified on this plat and shall be indemnified from claims brought by downstream owners based on the operation, failure to operate, improper design or improper construction.

Final Plat Approval:

This plat complies with the zoning regulations, the land development ordinance and all other regulations governing the land development for the City of Peachtree City.

City Engineer: 11/04/2020
Date: 11/03/2020
City Planner: 11/03/2020
Date: 11/03/2020
Mayor/City Manager: 11/03/2020
Date: 11/03/2020
City Clerk: 11/03/2020
Date: 11/03/2020

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. THEREFORE, THE UNDERSIGNED SURVEYOR AND W.D. GRAY AND ASSOCIATES, INC. MAKE NO GUARANTEES, REPRESENTATIONS, OR WARRANTY REGARDING INFORMATION SHOWN HEREON PERTAINING TO RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS, RESERVATIONS, AGREEMENTS, SETBACK LINES, BUFFERS, AND OTHER SIMILAR MATTERS. OTHER CONDITIONS OR DOCUMENTS MAY EXIST THAT WOULD AFFECT THIS PROPERTY. NO LIABILITY IS ASSUMED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.

THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS, ZONING ORDINANCES, ENVIRONMENTAL RESTRICTIONS, BUFFERS, AND RIGHTS-OF-WAY SHOWN OR NOT SHOWN, RECORDED OR NOT RECORDED.

W.D. GRAY AND ASSOCIATES, INC. HAS MADE NO INVESTIGATION AS TO THE EXISTENCE OR NON-EXISTENCE OF UNDERGROUND UTILITIES AND/OR STRUCTURES. BEFORE ANY LAND DISTURBANCE ACTIVITY BEGINS, UNDERGROUND UTILITIES SHOULD BE IDENTIFIED AND LOCATED. W.D. GRAY AND ASSOCIATES, INC. ASSUMES NO LIABILITY FOR LOSS OR DAMAGES CAUSED BY THE DISCOVERY OF OR DISTURBANCE OF UNDERGROUND UTILITIES AND/OR STRUCTURES.

The field data upon which this survey is based has been computed for closure by latitudes and departures and has a closure precision of one foot in 42,254 feet, and an angular error of 3 seconds per angle point, and is UNADJUSTED. A 1000' x 1000' square was used to obtain linear and angular measurements. It is my professional opinion, that this plat is true and correct representation of the land platted, has been prepared to meet the minimum standards and requirements of law, and has been computed for closure and has been found to be accurate within one foot in 42,254 feet.

PER THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS RULE 180-6-09 THE TERM CERTIFICATION AS USED IN BOARD RULE 180-6-09(2) AND (3) AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.

As required by subsection (d) of O.C.G.A. Section 15-6-87, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-87.

Larry C. Shmishick, Ga. PLS No. 2343

(GEORGIA STATE ROUTE No. 74)		
COURSE	BEARING	DISTANCE
1	N 05°12' 44" W	42.42'
2	S 50°24' 44" E	120.00'
3	S 84°35' 16" W	42.43'
4	S 50°24' 44" E	76.41'

CURVE TABLE (GEORGIA STATE ROUTE No. 74)					
#	Radius	Delta	Length	Chord	Tangent
1	857.54'	21°20' 53"	321.51'	319.63'	182.66'
2	857.54'	20°18' 27"	303.94'	302.35'	153.58'

CONTOUR LINE ELEVATIONS (SUCH AS THE FLOOD LINE SHOWN) ARE SUBJECT TO CHANGE DUE TO NATURAL ACCRETION, EROSION AND AVULSION. DUE TO THE IRREGULAR NATURE OF FIELD LOCATED ELEVATIONS, AND COMPUTER SOFTWARE USED TO GENERATE/OFFSET THESE LINES, IT IS LIKELY THAT ANY OTHER SURVEYORS LOCATION OF THESE NATURAL FEATURES WOULD DIFFER SLIGHTLY FROM WHAT IS SHOWN. THIS SHOULD BE FIELD VERIFIED BEFORE ANY LAND DISTURBANCE ACTIVITY BEGINS.

COURSES AND DISTANCES FOR EASEMENT "B"		
COURSE	BEARING	DISTANCE
5	S 39°34' 31" W	376.95'
6	N 51°02' 17" W	58.05'
7	N 39°33' 53" E	38.08'
8	S 50°35' 03" E	10.05'
9	N 39°34' 51" E	338.38'
10	S 50°24' 44" E	40.00'

COURSES AND DISTANCES FOR EASEMENT "A"		
COURSE	BEARING	DISTANCE
11	N 4°17' 02" W	245.25'
12 - LC	N 49°09' 39" W	64.53'
13	N 51°02' 17" W	184.20'
14	N 39°34' 51" E	40.00'
15	S 51°02' 17" E	183.72'
16 - LC	S 49°09' 39" E	67.15'
17	N 4°17' 02" E	201.52'
18	N 36°31' 43" E	17.79'
19	S 50°24' 35" E	100.00'
20	S 83°08' 32" W	68.68'

NOTES:

- THIS IS A SURVEY TO DIVIDE PROPERTY AS RECORDED IN DEED BOOK 1153, PAGES 110-128, DEED BOOK 1757, PAGES 698-705, AND PLAT BOOK 35, PAGE 114, FAYETTE COUNTY, GEORGIA RECORDS.
- CURRENT OWNER: PEACHTREE CITY WATER AND SEWERAGE AUTHORITY PER DEED BOOK 1153, PAGES 110-128, DEED BOOK 1757, PAGES 698-705, FAYETTE COUNTY, GEORGIA RECORDS AS OF 05-30-1997 AND 12-05-2001 RESPECTIVELY.
- THIS SURVEY WAS AUTHORIZED BY PEACHTREE CITY WATER AND SEWERAGE AUTHORITY, DAN DAVIS, REPRESENTATIVE.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
- BEARINGS BASED ON GEORGIA STATE PLAIN COORDINATES (WEST ZONE).
- OTHER IMPROVEMENTS EXIST ON THIS PROPERTY, BUT ARE NOT SHOWN AT CLIENTS REQUEST.
- THE LOCATION OF THE CENTERLINE OF LINE CREEK IS SUBJECT TO CHANGE DUE TO NATURAL EROSION, ALLUVION AND/OR ACCRETION.
- W.D. GRAY AND ASSOCIATES, INC. HAS MADE NO INVESTIGATION AS TO THE EXISTENCE OR NON-EXISTENCE OF JURISDICTIONAL WETLANDS.
- SETBACKS SHOWN PER CURRENT ZONING (OS-P). SETBACKS, BUFFERS, AND BUILDING LINES, TO BE VERIFIED BY THE CITY OF PEACHTREE CITY.
- THE APPROXIMATE LIMITS OF THE FEMA FLOOD HAZARD AREA AS INTERPRETED BY THIS OFFICE IS SHOWN PRIOR TO DEVELOPMENT. THE PEACHTREE CITY ENGINEERING DEPARTMENT SHOULD BE CONTACTED TO DETERMINE WHAT BASE FLOOD ELEVATION AND WHAT REQUIRED MINIMUM FINISHED FLOOR ELEVATION WILL APPLY PER THE CITY FLOOD PLAN ORDINANCE.

Owners Acknowledgement:

The owner of the land shown on this plat and whose name is subscribed hereto, and in person or through a duly authorized agent, acknowledges that this plat was made from an actual survey, and that he or she is aware and acknowledges the changes shown on this plat.

Owner/Agent: General Manager Date: 11/04/2020
Owner/Agent: Date:

PREPARED FOR:

PEACHTREE CITY WATER AND SEWERAGE AUTHORITY

Owners Certificate:

I, being the owner of the land shown on this plat, hereby certify that all state, city and county taxes or other assessments now due on this land have been paid; all streets, drainage ways and easements shown hereon are dedicated to the use of the public and enforcement by public safety officials forever; and, that I will be responsible for the maintenance and repair of all infrastructure associated with this development until expiration of the maintenance period.

11/04/2020
Date: Not applicable.
Owner: _____
Date: _____
Owner: _____
Date: _____

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON. NO CERTIFICATION OR LIABILITY IS EXTENDED TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT A RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

In my professional opinion, a portion of this property does lie within the 100 year flood plain as shown on the FLOOD INSURANCE RATE MAP.
Map Number: 13113C0133E
Dated: SEPTEMBER 26, 2008

W.D. Gray and Associates, Inc.
LSF000701

land surveyors - planners
160 GREENCASTLE ROAD SUITE B TYRONE
30290 GEORGIA 30290
PH. 770-486-7552 FAX 770-486-0496

SURVEY TO DIVIDE PROPERTY

SHEET 1 OF 3

LAND LOTS: 32 & 33	DATE OF SURVEY: 09/21/12 LAST DATE OF FIELD WORK: 10-14-20
6th DISTRICT CITY OF PEACHTREE CITY FAYETTE COUNTY, GA.	DATE OF DRAWING: 09/26/12 REVISED: 10/14/20, AND REVISED: 10/23/20 TO REVISE TRACT 1-B, TRACT 2 AND EASEMENT "A"
SCALE: 1" = 60'	JOB NO. 1109007

COUNTY OF FAYETTE
CITY OF PEACHTREE CITY
WATER AND SEWERAGE AUTHORITY

RESOLUTION # 2021-002

A RESOLUTION OF THE WATER AND SEWERAGE AUTHORITY OF THE CITY OF PEACHTREE CITY REGARDING
SELLING CERTAIN REAL PROPERTY

WHEREAS, the Water and Sewerage Authority of the City of Peachtree City is a public body corporation; and

WHEREAS, the Peachtree City Water and Sewerage Authority (the "Authority") is the owner of certain real property of an approximately 4,200 sf (0.10 +/- acre) parcel of land located on South Highway 74 in Peachtree City, in Land Lots 32 and 33 of the 6th Land District of Fayette County, Georgia, hereinafter referred to as the "Parcel" and as described in "Exhibit A" attached hereto and hereby incorporated herein; and

WHEREAS, the City of Peachtree City, Georgia wishes to purchase said Parcel and one (1) ingress/egress easements for the sum of Eight Thousand and 00/100 (\$8,000.00) Dollars; and

WHEREAS, the Authority deems it to be in the best interest of the Peachtree City Water and Sewerage Authority to sell said Parcel to the City of Peachtree City, Georgia.

IT IS THEREFORE, RESOLVED THAT:

The Water and Sewerage Authority of The City of Peachtree City will sell certain real property of an approximately 4,200 sf (0.10 +/- acre) parcel of land located on South Highway 74 in Peachtree City, in Land Lots 32 and 33 of the 6th Land District of Fayette County, Georgia for the sum of Eight Thousand and 00/100 (\$8,000.00) Dollars.

SO RESOLVED, in open session assembled pursuant to law. This _____ day of June, 2021.

Chairman

ATTEST: _____

To: Vanessa Fleisch, Chair
Company: Peachtree City Water & Sewerage Authority
Address: 1127 Highway 74 South
Peachtree City, GA 30269

Date: June 15, 2021
From: L.H. (Dan) Davis, Jr., P.E.
Copy to: File

Project: Sewer Extension and Solids Handling Evaluation

Background Information:

The recent H.R. 1319 American Rescue Plan Act (ARP) of 2021 includes local government aid that can be used for a wide variety of purposes, including improvements to water and wastewater infrastructure. It has been determined that the Peachtree City Water & Sewerage Authority (PCWASA) is eligible to receive funding through this program. The purpose of this Work Authorization is to engage Integrated Science & Engineering, Inc. (ISE) to identify eligible projects that could be selected for funding under the ARP, and present recommendations to the PCWASA Board for consideration. Projects identified in the existing Capital Improvements Plan will be further evaluated for merit and cost, along with other projects which are expected over the next 10 years as a result of changing regulatory requirements and anticipated changes in PCWASA's operating costs.

Scope of Work:

Over the past 10 or more years, PCWASA has considered extending public sewer to areas, within the City that are not served by public sewer; particularly along Hippocket Road and Huddleston Road. There are newly annexed areas in the City that also should be considered for extension of public sewer, namely the new eastern boundary of the City on State Route 54. ISE will investigate the potential for extending sewer to each of these areas and provide recommendations to PCWASA for prioritization of the projects.

In addition to the sewer extensions, PCWASA has considered improvements to the treatment and processing facilities, namely solids handling upgrades at its wastewater treatment plants. Solids are currently dewatered and disposed of in a landfill; however, growing restrictions on biosolids at landfills and increased landfill fees could have a detrimental effect on PCWASA's operating costs. ISE will investigate multiple options for solids stabilization and disposal for use in developing a project budget and business model. ISE has prepared this Work Authorization outlining the scope, schedule, and fee to provide information needed for PCWASA to make decisions on how to proceed with each of these projects.

Task 1 – Preliminary Design for Collection System Projects

ISE will update previous studies and/or complete schematic sewer designs for each of the three areas in consideration using available GIS data on PCWASA's collection system and topography for the city. Using the schematic designs, ISE will update/develop a preliminary cost estimate and evaluate any policy changes necessary for each extension.

WORK AUTHORIZATION

ISE previously prepared schematic designs and cost estimates for extending public sewer to the Hippocket Road area, detailed in a technical memorandum dated April 3, 2018. The previous designs include a gravity collection system, a septic tank effluent pumping (STEP) system, and a combination of the two. As a part of this task, ISE will investigate other potential designs and provide updated cost estimates.

A gravity sewer design for the Huddleston Road area was completed by Arcadis in 1998. ISE provided a cost estimate for this design, included in the Wastewater Prioritization Plan completed in 2018. As part of this task, ISE will evaluate alternate sewer alignments and provide cost estimates for designs determined to be feasible.

ISE will also develop a schematic sewer design to serve existing and future developments along the newly annexed areas east, along State Route 54. This sewer extension will ultimately connect to the Shiloh Mobile Home Park pump station.

Task 2 – Technical Memorandum for Collection System Projects

ISE will prepare a technical memorandum to outline the preliminary designs and cost estimates. The memorandum will include schematics of each design and a brief description of advantages and challenges of each sewer extension.

Task 3 – Technical Memorandum for Solids Handling Alternatives

Landfill fees for disposal of biosolids have increased significantly in recent years, by as much as 10% per year. In addition to increased fees, some landfills have refused acceptance of biosolids all together, necessitating the transport of the solids to alternative landfills that are more distant. In order to investigate solids handling systems, ISE will develop a conceptual design for transferring sludge from Line Creek WWTP to Rockaway WWTP for improvement to Class A biosolids and dewatering. This conceptual design will include new digester and dewatering facilities at Rockaway.

ISE will consider several alternatives for final sludge treatment, using lime stabilization and drying, as well as incineration. Several alternatives for final sludge disposal will also be considered, including land application on PCWASA owned land, agricultural use, or a public/private partnership that markets the product as a soil amendment. A cost analysis will be prepared to compare the construction and operating costs of each feasible alternate design and used to develop an estimated project budget. Operating costs will vary by design, but will generally include costs associated with energy, hauling, solids distribution/disposal, land application site maintenance, and reporting required by permits. The cost analysis will also include the long-term cost of continuing use of landfills for biosolids disposal. ISE will deliver a technical report outlining alternate designs investigated along with a recommendation for a solids handling system and estimated project budget.

Schedule:

Tasks 1 and 2 – ISE is ready to commence this work immediately upon receipt of proper authorization. The work will be complete within four weeks of approval.

Task 3 – ISE is ready to commence this work immediately upon receipt of proper authorization. The work will be complete within twelve weeks of approval.

WORK AUTHORIZATION

Fee Estimate:

Task No.	Task Name	Contract Amount	Billing Type
1	Preliminary Design	\$ 18,625	Lump sum
2	Technical Memorandum for Collection System Projects	\$ 5,805	Lump sum
3	Technical Memorandum for Solids Handling Alternatives	\$36,420	Lump Sum
TOTAL		\$ 60,850	

All work will be performed in accordance with the attached Terms and Conditions. The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with the Client prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

Authorization:

Authorized by: _____ Title: _____

Print Name: _____ Date: _____

Terms and Conditions Included

WORK AUTHORIZATION

TERMS AND CONDITIONS

Integrated Science & Engineering, Inc. (ISE) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated ISE will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently ISE is denied or delayed in performing their services, the associated cost may be viewed as a reimbursable expense.

Billings/Payment: Invoices for ISE's services shall be submitted, at ISE's option, either upon completion of such services or on a monthly basis (unless noted otherwise) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, ISE may, without waiving any claim or right against the Company, and without liability whatsoever to the Company, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of ISE.

Reimbursable Expenses: Any expenses that are required beyond those identified under professional services will be billed at a multiple of 1.15 times the cost incurred.

Additional Services: Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, and other services that are not included under professional services; provided, however, that additional services shall not be classified as reimbursable expenses and will be billed at ISE's cost incurred or normal prevailing rate. ISE will only perform additional services when authorized in writing by the Company.

Indemnification: ISE shall indemnify and hold harmless Company and all of Company's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of ISE, anyone directly employed by ISE, or anyone for whose acts any of them may be liable.

Termination of Services: This agreement may be terminated by written notice by either the Company or ISE should the other fail to perform its obligations hereunder. In the event of termination, the Company shall pay ISE for all services rendered to the date of termination and all reimbursable expenses.

Ownership of Documents: All documents produced by ISE under this agreement shall remain the property of ISE and may not be used by the Company for any other endeavor without the written consent of ISE. Any unauthorized use or distribution shall be at Company's and Recipient's sole risk and without liability to ISE. Company further agrees that documents produced by ISE pursuant to this agreement will not be used at any location or for any project not expressly provided for in this agreement without ISE's written approval.

Discovery of Unanticipated Hazardous Materials: Hazardous materials may exist where there is no reason to believe they could or should be present. The Company acknowledges that ISE's scope of services for this project does not include any services related to hazardous wastes. ISE and the Company agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ISE and the Company also agree that the discovery of unanticipated hazardous materials may make it necessary for ISE to take immediate measures to protect human health and safety, and/or the environment. ISE agrees to notify the Company as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Company encourages ISE to take any and all measures that in ISE professional opinion are justified to preserve and protect the health and safety of ISE personnel and the public, and/or the environment, and the Company agrees to compensate ISE for the additional cost of such work.

Site Operations: ISE field personnel will avoid hazards or utilities which are visible to them at the site. If ISE is advised or given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, ISE will give special instructions to their field personnel. ISE will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The Company recognizes that ISE's research may not identify all subsurface utility lines and man-made objects, and that the information upon which ISE relies may contain errors or may not be complete. ISE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Company or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost of demolition. Where the detailed investigation of such a condition is not authorized, ISE shall not be responsible for the condition of the existing structure. The Company understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services. The Company is fully responsible for and assumes all risks associated with such conditions.

Construction Activities: Unless specifically stated otherwise, the Company and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

Integration: This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties.

Governing Law: Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia.

WORK AUTHORIZATION

UNIT RATES – 2021 BILLING RATES

Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	\$ 215.00
Principal	\$ 195.00
Sr. Project Manager	\$ 170.00
Project Manager	\$ 160.00
Project Engineer III	\$ 150.00
Project Engineer II	\$ 140.00
Project Engineer I	\$ 130.00
Engineer II	\$ 115.00
Engineer I	\$ 105.00
Sr. Environmental Scientist	\$ 145.00
Environmental Scientist	\$ 115.00
Sr. Professional Land Surveyor	\$ 140.00
Survey Crew (2-person)	\$ 145.00
Survey Crew (1-person)	\$ 120.00
Planner	\$ 95.00
Technician III	\$ 115.00
Technician II	\$ 95.00
Technician I	\$ 85.00
Administrative	\$ 65.00
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%