

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 7, 2006 7:00 P.M.
MUNICIPAL COURTROOM 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Brabham followed by the pledge of allegiance to the flag led by Alderman Greer.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham -Alderman-at-Large
 Tony Greer -Alderman Ward 2
 Mike Morgan -Alderman Ward 5
 William Barnett – Alderman Ward 6

Absent: Tony Hisaw – Alderman Ward 1
 Mike Bishop – Alderman Ward 3
 Phil Fisher -Alderman Ward 4

APPROVAL OF AGENDA ITEMS A- NN

MOTION made by Alderman Greer and **SECONDED** by Alderman Barnett to approve Consent Agenda Items A-NN. Items C, D and E will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

**ANNONYMOUS DONATION IN THE AMOUNT OF \$10,000.00 TO PURCHASE
COMPUTERS FOR PATROL VEHICLES**

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to accept an anonymous donation in the amount of \$10,000.00 to purchase computers for patrol vehicles. **MOTION CARRIED UNANIMOUSLY**

WAL-MART FOUNDATION DONATION IN THE AMOUNT OF \$1,250.00

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to accept Wal-Mart's Foundation donation in the amount of \$1,250.00 for the police department. **MOTION CARRIED UNANIMOUSLY**

PURCHASE OF A DRUG DETECTION DOG FROM RANDY HARE WITH ALPHA K-9 TRAINING CENTER FOR \$8,000.00 WHICH INCLUDES TRAINING OF THE HANDLER

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett to authorize the purchase of a drug detection dog from Randy Hare with Alpha K-9 Training Center for \$8,000.00 which includes training of the handler. This will be paid for with drug seizure funds. **MOTION CARRIED UNANIMOUSLY**

PURCHASE AND INSTALLATION OF A NEW BACK-UP GENERATOR FOR THE POLICE DEPARTMENT

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve Taylor Power Systems as having the lowest and best bid in the amount of \$26,752.00 for the purchase and installation of a new back-up generator for the police department. This cost does not include the electrical or plumbing work that will be needed to install. The funds were approved by Homeland Security money. **MOTION CARRIED UNANIMOUSLY**

AMENDMENT TO AN ORDINANCE PROVIDING AND ORDAINING RULES, RATES AND REGULATIONS FOR THE GOVERNMENT OF THE WATERWORKS SYSTEMS AND WATER SERVICE OF THE CITY OF CLINTON

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan to approve the amendment to an ordinance providing and ordaining rules, rates and regulations for the government of the waterworks systems and water service of The City of Clinton. A copy of the amendment is attached. **MOTION CARRIED UNANIMOUSLY**

RECOMMENDATION OF BIDS FOR PURCHASE OF BACKHOE

Upon presentation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett to approve the purchase of a CAT 420E backhoe from Puckett Machinery for \$69,761.15 being the only bid of the three bids received that meet all of the specifications. **MOTION CARRIED UNANIMOUSLY**

PROPOSAL FOR LEASE PURCHASE OF A CAT 420E BACKHOE

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to approve Trustmark National Bank for the funding of a CAT 420E Backhoe from Puckett Machinery. The estimated cost of the contract is \$69,761.15
MOTION CARRIED UNANIMOUSLY

APPLICATION FOR FEDERAL FUNDING FOR EMERGENCY WORK (NRCS PROJECT)

Upon presentation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Morgan to approve the application for federal funding for emergency work (NRCS Project). A copy of the application is attached. **MOTION CARRIED UNANIMOUSLY**

AGREEMENT FOR OPERATION, MANAGEMENT AND MAINTENANCE OF CLINTON WASTEWATER TREATMENT FACILITIES WITH SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to authorize Mayor Aultman to enter into an agreement for operation, management and maintenance of Clinton wastewater treatment facilities with Severn Trent Environmental Services, Inc. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

A DJOURN 7:45 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Greer to adjourn.
MOTION CARRIED UNANIMOUSLY

APPROVED: _____

Rosemary A. Aultman
Rosemary Aultman, Mayor

November 14, 2006
Date

ATTEST: _____

Russell L. Wall
Russell L. Wall, City Clerk

November 14, 2006
Date

NOV 07 2006

CITY OF CLINTON AGENDA ITEM FACT SHEET **CLINTON**

BOARD MEETING DATE: November 7, 2006

AGENDA ITEM NO. 7.

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Anonymous donation in the amount of \$10,000.00 to purchase computers for the patrol vehicles.

INTRODUCED BY: DBBOARD ACTION:MOTION MADE BY: BrabhamSECONDED BY: GreerVOTE CAST:"AYE" "NAY"ACTION TAKEN:

Brabham

✓

Hisaw

A

Greer

✓

Bishop

A

Fisher

A

Morgan

✓

Barnett

✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

NOV 07 2006

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 7, 2006

AGENDA ITEM NO. **8**

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Wal-Mart Foundation made a \$1,250.00 donation.

INTRODUCED BY: *DB*BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

*Greer*VOTE CAST:"AYE""NAY"ACTION TAKEN:

Brabham

☒☐

Hisaw

A☐

Greer

☒☐

Bishop

A☐

Fisher

A☐

Morgan

☒☐

Barnett

☒☐

Mayor Aultman

☐☐

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NOV 07 2006

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 7, 2006

AGENDA ITEM NO. 9.

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Purchase of a Drug Detection Dog from Randy Hare with Alpha K-9 Training Center for \$8,000.00 which includes training of the handler. This will be paid with drug seizure funds.

INTRODUCED BY: DB

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Barnett

VOTE CAST:"AYE" "NAY"ACTION TAKEN:

Brabham

✓

Hisaw

A

Greer

✓

Bishop

A

Fisher

A

Morgan

✓

Barnett

✓

Mayor Aultman

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**CLINTON POLICE DEPARTMENT
SPECIAL OPERATIONS GROUP**

**PROPOSAL FOR IMPLEMENTATION OF DRUG DETECTION DOG
PROGRAM**

BOARD APPROVED

NOV 07 2006

23 OCTOBER 06

CITY OF CLINTON

I. PREDICATION

The necessity for the acquisition of a Drug Detection Dog (DDD) program at The Clinton Police Department has been realized and the following supporting factors exists for such a program:

1. The availability of a DDD will significantly enhance the enforcement efforts of patrol officers on traffic stops at which drugs are suspected to be present.
2. The presence of a DDD at traffic checkpoints will also enhance the enforcement activity of patrol officers.
3. The SWAT and FLEX units will greatly benefit from the presence of a DDD at the sites of the increasing number of drug related search warrants conducted in the city.
4. The School Resource Officers have received numerous requests for random locker and parking lot searches at Clinton Public Schools. These searches have previously been conducted based on the limited availability of resources of outside agencies.
5. The use of a DDD on the main thoroughfares of the Clinton, specifically I-20, will allow a trained DDD handler to recognize and stop the flow of illicit drugs through the city.

II. ACQUISITION AND CERTIFICATION

In an effort to gather data which would aid in the process of selecting the right dog and trainer for the intended purposes listed above research was conducted with the following criteria in mind:

1. The dog must be trained to detect and alert on the most prevalent types of illicit drugs found in Clinton;
 - a) marijuana
 - b) cocaine
 - c) methamphetamine
 - d) heroin

NOV 07 2006

CITY OF CLINTON

2. The training of the dog and its' handler must meet or exceed the highest standards in the industry.
3. The trainer of the dog and handler must be a reputable and highly recommended trainer.

The research conducted in that regard revealed that Mr. Randy Hare of Alpha K-9 Training Center, Jackson, MS, could meet the aforementioned requirements. An additional benefit of selecting Mr. Hare is that his training center is local and a great amount of funds would be saved (per diem, travel, lodging) during the training course. Mr. Hare has an outstanding reputation as one of the nation's premier trainer of dogs and handlers. Conversations with Mr. Hare have been conducted regarding the desires of Clinton Police Department regarding the type of dog and the mission of that dog. Mr. Hare certifies his training for both the animal and the handler.

III. COSTS OF DOG AND TRAINING

The costs of the dog including the three (3) week training course with the handler has been quoted at:

\$8,000.00

The research conducted revealed that this quoted price is at a level on the national average for the product and services requested. It is projected that an additional \$1,500.00 would be saved by having the training conducted locally. The next available seat at Alpha K-9's handlers course is Monday, 30 OCT 06.

IV. THE HANDLER

Officer Michael Kelly has been selected to serve as the handler of the DDD. Officer Kelly will be re-assigned to the FLEX Unit which will allow him to perform the consistent and constant duties necessary to maintain a high level of effectiveness of the program. Michael Kelly possesses the level of motivation and dedication necessary to be a successful dog handler.

BOARD APPROVED

NOV 07 2006

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 7, 2006

AGENDA ITEM NO. 10

Discussion / Action

\$26,752.00

TO: Taylor Power Systems

FOR: Purchase and installation of the new back-up generator for the police department. This cost does not include the electrical or plumbing work that will be needed to install. These funds were approved by Homeland Security money and we will be reimbursed. The two (2) bids are attached.

Taylor Power Systems

ACCOUNT NO.: 001-105-730

INTRODUCED BY: *DB*

DISCUSSION/ACTION:

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: *Brabham*

SECONDED BY: *Greer*

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

✓ _____

Hisaw

A _____

Greer

✓ _____

Bishop

A _____

Fisher

A _____

Morgan

✓ _____

Barnett

✓ _____

Mayor Aultman

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TAYLOR[®]

POWER SYSTEMS

BOARD APPROVED

NOV 07 2006

CITY OF CLINTON

October 24, 2006

TO: CLINTON POLICE DEPARTMENT

305 MONROE STREET
CLINTON, MS 39056

Ph# (601)-924-5252



GENERATOR PROPOSAL

I appreciate this opportunity to provide you with the following quotation for your consideration.

➔ **TAYLOR Model GS125:** Engine driven generator set. (*No Enclosure - Open Unit*)
Rated: 130 Kw Continuous Standby at 120/240 Volts AC, 3 Phase, 60 Hz,

Unit Features:

▶ **GM GASEOUS ENGINE:**

- Model – (8.1L / 496 cubic inch)
 - < Cylinder arrangement – Turbo Charged V8
 - < Electronic Isochronous Governor

▶ **STAMFORD NEWAGE ALTERNATOR:**

- Model – UCI274E311
- PMG
- Brushless rotating field generator with class H insulation
- Tropical coating
- 400 Amp 3 Pole Main Breaker, Main Line Circuit Breaker

▶ **TAYLOR ANALOG Gen-set Controller:**

- Taylor Power Systems Analog Auto Start Control Panel. The panel is equipped with AC Voltmeter, AC Frequency Meter, Percent of Load Meter, Running Time Meter, Control Toggle Switch with Off/Auto/Manual positions, and ECU-88 engine control with specific safety shutdown lights.
- Separate Oil Pressure and Water Temperature Gauge Located on Generator Set.
- Manual key override by-pass switch that allows you to start the generator manually in the event of control systems failure.
- ECU-88 FEATURES
 - Engine Started LED
 - Overspeed Shutdown LED
 - Overcrank Shutdown LED
 - High Water Temperature Shutdown LED
 - Low Oil Pressure Shutdown LED
 - The ECU automatically cranks, starts, and monitors the engine for Overcrank, Overspeed, High Water Temperature, and Low Oil Pressure. A built in speed switch uses a magnetic pickup to monitor engine speed for

(Continued)

crank disconnect and overspeed. The bypass timer/logic assures Low Oil Pressure and High Water Temperature override during the crank period and an additional adjustable period after crank disconnect. The ECU monitors the Magnetic Pickup signal for problems during both cranking and running. If a problem is detected the engine will shutdown and Overcrank and Overspeed LED's will both turn on.

- ▶ Water jacket heater
- ▶ Heavy duty steel skid
- ▶ Heavy duty vibration Isolators
- ▶ Battery, rack & cables
- ▶ Battery Charger – 1.5 amp / 12 vdc / mounted
- ▶ Critical exhaust silencer
- ▶ Oil Drain Extension with Valve
- ▶ Lube, Oil, & Antifreeze
- ▶ (1) UL 1008 Automatic Transfer Switch
 - Rating: 400 Amps – 3 Pole
 - Enclosure: NEMA 3R
- ▶ Owner's Manuals (2)
- ▶ Factory Load Bank Test
- ▶ Two Year Warranty
- ▶ Delivered to Jobsite
- ▶ Remove existing unit out of building and install the GS125 - Excluding making the electrical & plumbing connections
- ▶ Start-up inspection after installation

BOARD APPROVED

NOV 07 2006

CITY OF CLINTON

NET UNIT PRICE..... \$26,752.00

NOTE: Quoted price does not include any applicable taxes, fees or rigging

FREIGHT: Included

TERMS: Net 30 Days w/approved credit

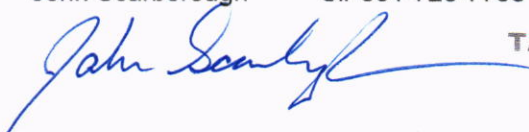
DELIVERY: Approximately 10-12 weeks after order process is complete

Thank you for this opportunity and please contact me if you have any questions or need additional information.

Sincerely,

John Scarborough

C# 601-720-7798



TAYLOR POWER SYSTEMS

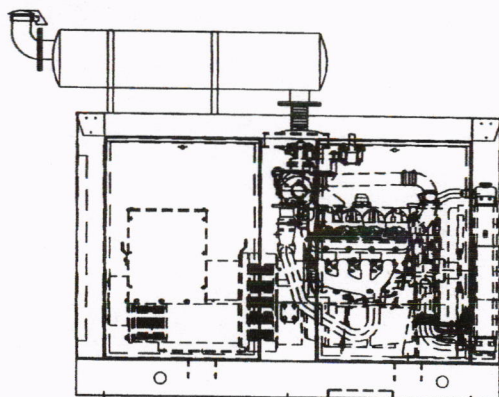
461 Highway 49 South
Richland, MS 39218
(800)-367-7639

TAYLOR[®]

POWER SYSTEMS

Model: GS125

Ratings Range:



DRAWING DEPICTS UNIT WITH OPTIONAL EQUIPMENT

Features

- **Single source responsibility for the generator set and accessories.**
- **Prototype and production tested to insure one step load acceptance per NFPA 110.**
- **Two year limited warranty on generator sets and accessories.**
- **Unit conforms to CSA, NEMA, EGSA, ANSI and other standards.**
- **Microprocessor based control system providing digital metering and monitoring.**
- **Heavy duty 4 cycle industrial engine for reliability and fuel efficiency.**
- **Brushless rotating field generator with class H insulation.**
- **Heavy duty steel base with integral vibration isolators.**

	50Hz	60Hz
Standby: kw	87 - 104	96 - 130
kva	109 - 130	120 - 163
Prime: kw	74 - 94	88 - 115
kva	93 - 118	110 - 144

Generator	Voltage	PH	Hz	NAT. GAS 125°C Rise Standby Rating		NAT. GAS 105°C Rise Prime Rating		LP GAS 125°C Rise Standby Rating		LP GAS 105°C Rise Prime Rating	
				kW/kVA	Amps	kW/kVA	Amps	kW/kVA	Amps	kW/kVA	Amps
UC1274D311	277/480	3	60	117/146	176	105/131	158	110/138	166	100/125	150
	139/240	3	60	117/146	351	105/131	315	110/138	332	100/125	300
	254/440	3	60	110/138	181	100/125	164	110/138	181	100/125	164
	127/220	3	60	110/138	362	100/125	328	110/138	362	100/125	328
	240/416	3	60	105/131	182	96/120	167	105/131	182	96/120	167
	120/208	3	60	105/131	364	96/120	333	105/131	364	96/120	333
	120/240	3	60	105/131	315	96/120	289	105/131	315	96/120	289
	219/380	3	60	96/120	182	88/110	167	96/120	182	88/110	167
	120/240	1	60	79/79	329	72/72	300	79/79	329	72/72	300
	254/440	3	50	87/109	143	74/93	122	87/109	143	74/93	122
	127/220	3	50	87/109	286	74/93	244	87/109	286	74/93	244
	120/208	3	50	91/114	316	80/100	278	91/114	316	80/100	278
	240/415	3	50	91/114	159	80/100	139	91/114	159	80/100	139
	219/380	3	50	91/114	173	80/100	152	91/114	173	80/100	152
	110/190	3	50	91/114	346	80/100	304	91/114	346	80/100	304
	110/220	1	50	68/68	309	60/60	273	68/68	309	60/60	273
UC1274E311	277/480	3	60	130/163	196	115/144	173	110/138	166	100/125	150
	139/240	3	60	130/163	392	115/144	346	110/138	332	100/125	300
	254/440	3	60	130/163	214	115/144	189	110/138	181	100/125	164
	127/220	3	60	130/163	428	115/144	378	110/138	362	100/125	328
	240/416	3	60	130/163	226	115/144	200	110/138	192	100/125	173
	120/208	3	60	130/163	452	115/144	400	110/138	383	100/125	347
	120/240	3	60	130/163	392	115/144	346	110/138	332	100/125	301
	219/380	3	60	130/163	248	115/144	219	110/138	210	100/125	190
	120/240	1	60	96/96	400	84/84	350	96/96	400	84/84	350
	254/440	3	50	104/130	171	94/118	155	96/120	157	88/110	144
	127/220	3	50	104/130	341	94/118	310	96/120	315	88/110	219
	120/208	3	50	104/130	361	94/118	328	96/120	333	88/110	305
	240/415	3	50	104/130	181	94/118	164	96/120	167	88/110	153
	219/380	3	50	104/130	198	94/118	179	96/120	182	88/110	167
	110/190	3	50	104/130	395	94/118	359	96/120	365	88/110	334
	110/220	1	50	85/85	386	75/75	341	85/85	386	75/75	341
UC1274D06	120/240	1	60	100/100	417	88/88	367	100/100	417	88/88	367
UC1274E06	120/240	1	60	115/115	479	100/100	417	110/110	458	100/100	417
UC1274F06	120/240	1	60	130/130	542	115/115	479	110/110	458	100/100	417

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor.

STANDBY RATINGS: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046/1, BS 5514, AS 2789, and DIN 6271.

PRIME POWER RATINGS: Prime power ratings apply to installations where utility power is unavailable or unreliable. At varying load the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings in accordance with ISO-8528/1, overload power in accordance with ISO-3046/1, BS5514, AS2789, and DIN 6271. For limited running time and base load ratings consult the factory. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

GENERAL GUIDELINES FOR DERATION: Altitude: Derate 0.5% per 100m (328 ft.) elevation above 1000m (3279 ft.). Temperature: Derate 1.0% per 10°C (18°F) temperature above 40°C (104°F).

APPLICATION & ENGINEERING DATA

ENGINE SPECIFICATIONS

	60Hz	50Hz
MANUFACTURER	GENERAL MOTORS	
ENGINE: MODEL, TYPE	VORTEC 8.1 L, 4 CYCLE TURBOCHARGED	
CYLINDER ARRANGEMENT	V-8	
DISPLACEMENT, L (cu. in.)	8.1 (496)	
BORE & STROKE, mm (in.)	107.95 X 111 (4.25 X 4.37)	
COMPRESSION RATIO	9.1:1	
PISTON SPEED, m/min. (ft./min.)	399 (1311)	332 (1092)
MAIN BEARINGS: QUANTITY, TYPE	ALUM. LEAD SILICON ALLOY	
RATED RPM	1800	1500
MAX. POWER AT RATED RPM, kW (HP)	146 (195)	118 (158)
CYLINDER HEAD MATERIAL	CAST IRON	
PISTON TYPE & MATERIAL	STRUTLESS FLAT TOP HYPEREUTECTIC CAST ALUM.	
CRANKSHAFT MATERIAL	CAST NODULAR UNDERCUT ROLLED FILLET	
VALVE (EXHAUST) MATERIAL	INT.-A193 EXH. INCONEL	
GOVERNOR: TYPE, MAKE/MODEL	ELECTRONIC, WOODWARD	
FREQ. REG., NO-LOAD TO FULL-LOAD	ISOCRONOUS	
FREQ. REG., STEADY STATE	+/- 0.5%	
FREQUENCY	FIELD-CONVERTIBLE	
AIR CLEANER TYPE	DRY	

	60Hz	50Hz
EXHAUST FLOW AT RATED kW m ³ /min. (cfm)	26.1 (920)	18.7 (660)
EXHAUST TEMPERATURE AT RATED kW DRY EXHAUST, °C (°F)	649 (1200)	
MAXIMUM ALLOWABLE BACK PRESS. kPa (in. Hg)	10.2 (3.0)	
EXHAUST OUTLET SIZE AT ENGINE HOOKUP, mm (in.)	71 (2.8)	

ENGINE ELECTRICAL

IGNITION SYSTEM	INDIVIDUAL COIL NEAR PLUG IGNITION
BATTERY CHARGING ALTERNATOR: GROUND (NEGATIVE/POSITIVE) VOLTS (DC)	NEGATIVE 12
AMPERE RATING	70
STARTER MOTOR RATED VOLTAGE (DC)	12
BATTERY, RECOMMENDED COLD CRANKING AMPS: RATING FOR -18°C (0°F)	630
BATTERY VOLTAGE (DC)	12

FUEL SYSTEM

FUEL TYPE	LP GAS OR NATURAL GAS
FUEL SUPPLY LINE INLET	1.25 NPTF
NATURAL GAS/LPG FUEL SUPPLY PRESSURE, kPa (in. H ₂ O)	1.74-2.74 (7.0-11.0)

LUBRICATION SYSTEM

TYPE	FULL PRESSURE
OIL PAN CAPACITY, L (qt.)	8.0 (8.5)
OIL PAN CAPACITY WITH FILTER, L (qt.)	8.5 (9.0)
OIL FILTER: QUANTITY, TYPE	1, CARTRIDGE

COOLING SYSTEM

	60Hz	50Hz
AMBIENT TEMPERATURE, °C (°F)	50 (122)	
ENGINE JACKET WATER CAPACITY, L (gal.)	10.0 (2.6)	
RADIATOR SYSTEM CAPACITY INCLUDING ENGINE, L (gal.)	24.2 (6.4)	
ENGINE JACKET WATER FLOW, Lpm (gpm)	125 (33)	102 (27)
HEAT REJECTED TO COOLING WATER AT RATED kW, DRY EXHAUST, kW (Btu/min.)	110 (6260)	72 (4100)
WATER PUMP TYPE	CENTRIFUGAL	
FAN DIAMETER, INCLUDING BLADES, mm (in.)	599 (23.6)	
FAN, kWm (HP)	10.4 (14.0)	6.0 (8.1)
MAX. RESTRICTION OF COOLING AIR, INTAKE & DISCHARGE SIDE OF RADIATOR, kPa(in.H ₂ O)	0.125 (0.5)	

FUEL CONSUMPTION

NATURAL GAS	STANDBY RATING		PRIME RATING	
m ³ /hr. (cfh) AT % LOAD	60 Hz	50 Hz	60 Hz	50 Hz
100%	46.8 (1651)	39.6 (1400)	43.9 (1549)	36.6 (1293)
75%	38.9 (1372)	31.3 (1105)	35.8 (1266)	29.0 (1023)
50%	27.9 (984)	22.8 (806)	26.1 (923)	21.4 (757)
25%	18.4 (650)	15.1 (535)	17.7 (624)	14.6 (515)
0%	10.4 (369)	8.8 (310)	10.4 (369)	8.8 (310)

LP GAS	STANDBY RATING		PRIME RATING	
m ³ /hr. (cfh) AT % LOAD	60 Hz	50 Hz	60 Hz	50 Hz
100%	16.5 (582)	14.4 (509)	15.3 (541)	13.5 (475)
75%	13.3 (469)	11.8 (416)	12.4 (438)	10.9 (384)
50%	10.0 (354)	8.4 (298)	9.4 (331)	8.0 (281)
25%	6.4 (226)	5.8 (205)	6.1 (217)	5.6 (196)
0%	3.7 (130)	3.1 (108)	3.7 (130)	3.1 (108)

*Kw x 15K =
Approx 2M
1370
for Generator*

CONTROL PANEL

DGC-500 Digital Genset Controller utilizes microprocessor based technology to provide a versatile system for genset control, protection and monitoring. This microprocessor design allows customization of the controller's functions to fit virtually every application's needs. DGC-500 accepts conventional engine sender inputs. These can be customized via the BESTCOMS PC software to allow virtually any sender to be used.

TOTAL MONITORED PARAMETERS

• GENERATOR

- Voltage (A & B phases and A & B phases to neutral)
- Current (A & B phases)
- kVA total and per phase
- Frequency

• ENGINE

- Oil pressure
- Coolant temperature
- Fuel Level
- Battery voltage
- Hours to next service
- Total run time
- Engine RPM

• TIMERS

- Eng. cooldown: 0 to 60 minutes
- Eng. maint.: 0 to 5000 hours
- Pre-Alarm time delays:
 - Weak batt. & low batt. volt: 1-10 seconds
- Alarm time delays:
 - Overspeed: 0-500ms
 - Sender failure: 0-10 seconds
- Arming delays after crank disconnect:
 - Low oil pressure: 5-15 seconds
 - High coolant temp.: 50-150 seconds
- Pre-crank delay: 0-30 seconds

• GENERATOR SET PROTECTION

ALARMS:

- Low oil pressure
- Overspeed
- Overcrank
- Emerg. Stop button input
- High coolant temp.
- Sender failure
- Low coolant level
- Low fuel level

PRE-ALARMS:

- Low oil pressure
- Low battery voltage
- Maintenance interval timer
- High coolant temp.
- Low coolant temp.
- High battery voltage
- Fuel leak
- Weak battery
- Low fuel level
- Battery charger failure

GENERATOR SPECIFICATIONS

STANDARDS

UC224 and UC274 industrial generators meet the requirements of BS5000, VDE0530, UTE5100, NEMA MG1-22, CEMA, IEC34-1, CSA22.2 AND AS1359.

EXCITATION SYSTEMS

SX440 & SX460 AVRs

With these self-excited systems the main stator provides power via the automatic voltage regulator (AVR) to the exciter stator. The high efficiency semiconductors of the (AVR) ensure positive build up from initial low levels of residual voltage.

The exciter rotor output is fed to the main rotor through a three phase full wave bridge rectifier. The rectifier is protected by a surge suppressor against surges caused, for example, by short circuit or out of phase paralleling. The SX440 will support a range of electronic accessories, including a 'droop' Current Transformer (CT) to permit parallel operation with other ac generators.

MX341 AVR

This sophisticated AVR is incorporated into the permanent magnet generator (PMG) system, and is fitted as an option on industrial generators.

The PMG provides power via the AVR to the main exciter, giving a source of constant excitation power independent of generator output. The main exciter output is then fed to the main rotor, through a full wave bridge, protected by a surge suppressor. The AVR has built-in protection against sustained over-excitation, caused by internal or external faults. This de-excites the machine after a minimum of 5 seconds.

The two phase average voltage sensed MX341 provides voltage regulation of $\pm 1.0\%$. If three phase sensing is required with the PMG system the MX321 AVR must be used. We recommend three phase sensing for applications with greatly unbalanced or highly non-linear loads. An engine relief load acceptance feature can enable full load to be applied to the generator in a single step.

MX321 AVR

The most sophisticated of all our AVRs combines all the features of the MX341 with, additionally, three phase rms sensing, for improved regulation (0.5%) and performance. Over voltage protection is built-in and short circuit current level adjustment is an optional facility.

INSULATION / IMPREGNATION

The insulation system is Class 'H'.

All wound components are impregnated with materials and processes designed specifically to provide protection against the harsh environments encountered in generator applications. Varnishes and resins are selected and developed to provide the high build required for static windings and the high mechanical strength required for rotating components.

WINDINGS & ELECTRICAL PERFORMANCE

All generator stators are wound to 2/3 pitch. This eliminates triplen (3rd, 9th, 15th...) harmonics on the voltage waveform and is found to be the optimum design for trouble-free supply of non linear loads. The 2/3 pitch design avoids excessive neutral currents, sometimes seen with higher winding pitches, when in parallel with the mains.

A fully connected damper winding reduces oscillations during paralleling. This winding, with 2/3 pitch and carefully selected pole and tooth designs, ensures very low waveform distortion.

TELEPHONE INTERFERENCE

THF (as defined by BS4999 Part 40) is better than 2%. TIF (as defined by ASA C50.12) is better than 50.

RADIO INTERFERENCE

The absence of brushgear and the high quality AVR ensure low levels of interference with radio transmissions.

Additional RFI suppression may be supplied if required.

ENCLOSURE

IP22 (NEMA 1) is standard for all industrial generators. Protection to IP23 (60 degrees from vertical) is available as an option at reduced ratings (5% derate).

Inlet air filters are available as an option on all generators, at reduced ratings (5% derate).

SHAFT

All generator rotors are dynamically balanced to better than BS6861: Part 1 Grade 2.5 for minimum vibration in operation.

QUALITY ASSURANCE

Generators are manufactured using production procedures having a quality assurance level to BS EN (ISO9001).

STANDARD FEATURES AND ACCESSORIES

Standard Features

- Heavy duty steel base
- Vibration isolators
- Oil drain valve with extension
- Flex exhaust connector
- Battery rack
- Battery cables
- Water jacket heater
- Owners manual
- Electronic Isochronous Governor

Accessories

- ☐ Generator strip heater
- ☐ Line circuit breaker
- ☐ DGC 500 Multifunction Protection
- ☐ DGC 1000 controls
- ☐ Standard Dial Out Modem
- ☐ Extended Temperature Modem
- ☐ Enhanced Communication
- ☐ Auxiliary Contacts
- ☐ Surface Mount Remote Annunciator
- ☐ Flush Mount Remote Annunciator

Accessories

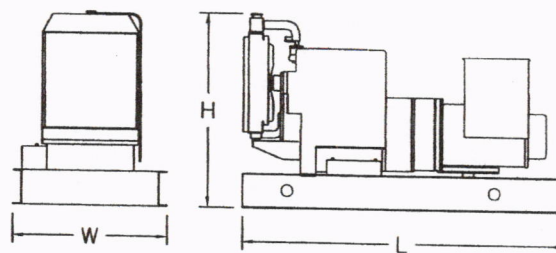
- ☐ Exhaust silencer
- ☐ Silencer mounting kit for enclosure
- ☐ Weather enclosure
- ☐ Sound attenuated enclosure
- ☐ Flexible fuel lines
- ☐ Oil pan heater
- ☐ Battery
- ☐ Battery heater
- ☐ Battery charger
- ☐ PMG exciter

WEIGHTS AND DIMENSIONS

GS125

Overall Size, L x W x H, in.: (90" x 44" x 60")

Weight (wet): 2500 Lbs.



Note: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

DISTRIBUTED BY:

TAYLOR
POWER SYSTEMS

461 Hwy. 49S
Richland, Mississippi 39218
Phone (601)-932-5674
Toll Free 1-800-367-7639
FAX (601)-932-4028
Web Site www.taylorbigred.com

Puckett



Puckett Machinery Company

P. O. Box 3170

Jackson, MS 39207-3170

October 23, 2006

Quotation # kdw0002

Clinton PD 125KW

We are pleased to offer the following equipment for your consideration:

CATERPILLAR/OLYMPIAN MODEL G125G1 Natural Gas liquid cooled generator set rated 125KW standby, 120/240 volt, 3 phase, 60 hertz equipped as follows:

CIRCUIT BREAKER

400 Ampere Main line circuit breaker, generator mounted

EMCP 3.2 CONTROL PANEL

Auto start/stop

Voltmeter, ammeter, frequency meter/tachometer

Hours run counter, coolant temperature gauge, oil pressure gauge

Battery condition voltmeter

7 position phase selector switch, 4 position ammeter phase selector switch

Run/off/auto switch

Emergency stop pushbutton

Lamp test pushbutton

Shutdowns with individual warning lamps

Fail to start, high coolant temp, low oil pressure, over speed

COOLING SYSTEM

110 deg F radiator cooling system with duct flange

Antifreeze

Coolant drain piped to edge of skid

Jacket water heater, 120 volt

Low coolant level shutdown

EXHAUST SYSTEM

Critical grade exhaust silencer and flex connector

Wall thimble for exhaust pipe through wall

LITERATURE

Operation and maintenance manual pack

LUBE SYSTEM

Engine oil

Lube oil drain piped to edge of skid

MAINTENANCE

2 Year contract

MOUNTING SYSTEM

Steel skid base with lifting points

Vibration isolators between engine/generator and skid base

STARTING/CHARGING SYSTEM

Battery, battery rack and battery cables

Battery charger, 10 amp, 120 volt

REMOTE ANNUNCIATOR

NFPA 110, 16 light

WARRANTY

2 Year

AUTOMATIC TRANSFER SWITCH

400amp, 3 Pole, 120/240VAC, NEMA 1 enclosure

START UP SERVICE

Start up and testing by a Caterpillar Certified Mechanic

Training of owner's personnel-1 hour

Delivery of unit to jobsite with unloading and setting in place by others

GAS AND AIR REQUIREMENTS:

At 100% load the engine requires 1508 Cfh at 11 inches of water column at the skid base.

Combustion air requires 272 Cfm and cooling air requires 7345 Cfm at zero restriction

PRICE: \$45,965.00 plus applicable taxes, delivered to jobsite.

EXCEPTIONS: Removal of existing unit and installation of new unit is not included in this proposal.
Unit has a manual start position but is not key operated.

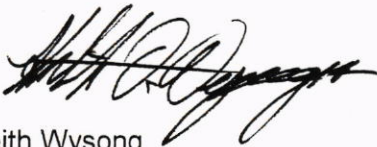
DURATION: Price will be valid for 30 days from date of this quotation.

DELIVERY: Delivery can be made within 15 weeks after receipt of written purchase order.

TERMS: Net 30 days after delivery to jobsite.

We appreciate the opportunity to quote on this equipment. Call me if you have any questions or if you need additional information.

Best regards,



Keith Wysong
Power Systems Sales
601-985-3723

BID OPENING REPORT

Project: Generator for
Clinton PD

Bid Date: 10-24-06 at 10:00 ^{a.m.} _{p.m.}

Location: City Hall
300 Jefferson Street
Clinton, MS 39056

Owner: City of Clinton

Engineer: _____

Pre Bid Estimate: _____

BIDDER	C.O.R. #	BID BOND	BASE BID	ALTERNATIVE #1	ALTERNATIVE #2	TOTAL BASE BID & ALTERNATIVES
<u>Puckett</u>			<u>45,965.00</u>			
<u>Taylor Power</u>			<u>26,752.00</u>			

The above bid amounts have not been checked. The bid totals are subject to correction after the bids have been completely reviewed.

Signed: C. Warren
Date: 10-24-06

NOV 07 2006

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: NOVEMBER 7, 2006

AGENDA ITEM NO. 11.

CONSENT AGENDA:

TO:

FOR

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Amendment to an Ordinance Providing and Ordaining Rules, Rates, and Regulations for the Government of the Waterworks System and Water Service of The City of Clinton

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

*Morgan*VOTE CAST:"AYE""NAY"ACTION TAKEN:

Brabham

✓

Hisaw

A

Greer

✓

Bishop

A

Fisher

A

Morgan

✓

Barnett

✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

NOV 07 2006

**AN AMENDMENT TO AN ORDINANCE PROVIDING AND
ORDAINING RULES, RATES, AND REGULATIONS FOR THE
GOVERNMENT OF THE WATERWORKS SYSTEM AND WATER
SERVICE OF THE CITY OF CLINTON, MISSISSIPPI**

NOW THEREFORE, be it ordained by the Mayor and Board of Alderman of the City of Clinton, Hinds County, Mississippi that the Ordinance governing the water and sewer rates be amended as follows:

Delete Section 2 as adopted on September 16, 2003, and insert the following to read:

SECTION 2. Rates shall now read as follows:

"Effective with the January 2007 billing cycle the water and sewer rates that became effective on November 1, 2005 shall be increased per the schedule attached. Thereafter, on November 1 of each subsequent year beginning November 1, 2007, there shall be an additional increase of five per cent (5%) to all base amounts and an increase of five per cent (5%) to all additional charges per cubic foot until further action by the governing body of the City of Clinton, Mississippi."

That for good cause shown, this Ordinance shall take effect and be in full force and effect thirty (30) days from and after passage.

**ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF
ALDERMAN OF THE CITY OF CLINTON, MISSISSIPPI**, at a meeting thereof held on the 7th day of November 2006.

A Motion for adoption was made by Alderman Brabham and seconded by Alderman Morgan. The foregoing ordinance having been first reduced to writing, and no request being made by the Mayor or any member of the Board of Alderman that the Ordinance be read by the City Clerk, before any vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:

yes

Alderman Hisaw voted:

absent

Alderman Greer voted:

yes

Alderman Bishop voted:

absent

Alderman Fisher voted:

absent

BOARD APPROVED

NOV 07 2006

CITY OF CLINTON

Alderman Morgan voted:

yes

Alderman Barnett voted:

yes

Whereupon the Mayor declared the Motion carried and the ordinance approved and adopted.

The foregoing ordinance was approved this the 7th day of November, 2006.

CITY OF CLINTON, MISSISSIPPI

BY:

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST:

Russell L. Wall
Russell L. Wall, City Clerk



BOARD APPROVED

NOV 07 2006

CITY OF CLINTON

City of Clinton
Water and Sewer Rates
Effective January 1, 2007

WATER INSIDE CITY

Consumption		Rates per	
Cubic feet	Gallons	Cubic foot	Gallon
0 - 300	0 - 2,244	\$8.85	\$8.85
301 - 2,000	2,245 - 14,960	0.017757	0.002374
2,001 - 10,000	14,961 - 74,800	0.016391	0.002191
10,001 - 750,000	74,801 - 5,610,000	0.015025	0.002009
750,001 - up	5,610,001 - up	0.002049	0.000275

SEWER INSIDE CITY

Consumption		Rates per	
Cubic feet	Gallons	Cubic foot	Gallon
0 - 300	0 - 2,244	\$8.85	\$8.85
301 - 2,000	2,245 - 14,960	0.016391	0.002191
2,001 - 10,000	14,961 - 74,800	0.018030	0.002411
10,001 - up	74,801 - up	0.019669	0.002629

BOARD APPROVED

NOV 07 2006

CITY OF CLINTON

City of Clinton
Water and Sewer Rates
Effective January 1, 2007

WATER OUTSIDE CITY

Consumption		Rates per	
Cubic feet	Gallons	Cubic foot	Gallon
0 - 300	0 - 2,244	\$13.28	\$13.28
301 - 2,000	2,245 - 14,960	0.027045	0.003616
2,001 - 10,000	14,961 - 74,800	0.024586	0.003286
10,001 - up	74,801 - up	0.022128	0.002959

SEWER OUTSIDE CITY

Consumption		Rates per	
Cubic feet	Gallons	Cubic foot	Gallon
0 - 300	0 - 2,244	\$13.28	\$13.28
301 - 2,000	2,245 - 14,960	0.024586	0.003286
2,001 - 10,000	14,961 - 74,800	0.027045	0.003616
10,001 - up	74,801 - up	0.029504	0.003945

NOV 07 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 7, 2006

AGENDA ITEM NO. 12.

Discussion/Action/Recommendation: of bids for purchase of Backhoe

TO:

For:

ACCT. NO.

INTRODUCED BY: Tim Rogers, Director of Public Works TELEPHONE: 924-2239

EXHIBITS FOR REVIEW

Minutes
Ordinance
ResolutionInvoice
Plans, Maps
ContractOther : TR

RECOMMENDATION:

BOARD ACTION:MOTION MADE BY: GreerSECONDED BY: BarnettVOTE CAST:"AYE" "NAY"ACTION TAKEN:Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett✓
A
✓
A
A
✓
✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

BID OPENING

REPORT

Project:

Backhoe / Shovel / Loader

BOARD APPROVED

Owner: City of Clinton

NOV 07 2006

Engineer:

CITY OF CLINTON

Pre Bid Estimate:

Bid Date:

Oct. 24, 2006 at 10:00 a.m.

Location: City Hall

300 Jefferson Street
Clinton, MS 39056

BIDDER	C.O.R. #	BID BOND	BASE BID	ALTERNATIVE #1	ALTERNATIVE #2	TOTAL BASE BID & ALTERNATIVES
<u>Dyle Machinery</u>		<u>Kornetown</u>	<u>10-B146.5</u>		<u>60 mo.</u> 30 mo. <u>26,184.00</u>	
<u>Rickett Machinery</u>		<u>Oct-420E</u>	<u>76,666.66</u>		<u>60 mo.</u> <u>Repurchase</u> <u>28,180.53</u>	
<u>Shift Equipment</u>		<u>Case 580 Super M</u>			<u>60 mo.</u> <u>Repurchase</u> <u>34,444.44</u>	

The above bid amounts have not been checked. The bid totals are subject to verification after the bids have been completely reviewed.

Signed:

Carol Klemm Deputy

Date: 10-23-06

Bid OPENING 10/23/2006
BACKHOE

BOARD APPROVED

NOV 07 2006

		CITY OF CLINTON	
Vendor -	Tubb Equip	Puckett Machinery	Hy-Mach
Model Bid -	580 Super M	CAT 420E	Komatsu U8146c
Sale Price -	\$ 76,666.66	* \$ 69,761.15	\$ 63,616.00
Guaranteed Repurchase at end of Term:			
36 mo. -	43,555.55	39,276.00	33,519.00
48 mo. -	36,888.88	34,366.50	29,326.00
60 mo. -	34,444.44	* 28,180.53	26,184.00
Cost to operate/month: <u>4222.22</u>		<u>41,580.62</u>	<u>37,432.00</u>
36 mo -	919.75	846.81	836.03
48 mo. -	828.70	737.39	714.38
60 mo. -	703.70	* 693.01	623.87
Specs -			
HP (Net) 89 -	Yes	Yes	88
Seat - Air - Not Air Suspension		Yes	Not Air Suspension
Lift Capacity 6,000 lbs. -	Yes	Yes	Yes
Digging Depth 14' -	Yes	Yes	Yes
Overall Reach 22' 25.5' -	Yes	Yes	Yes

Puckett Machinery is the only vendor who totally meets specs.

NOV 07 2006

CITY OF CLINTON AGENDA ITEM FACT SHEET CITY OF CLINTON

BOARD MEETING DATE: NOVEMBER 7, 2006

AGENDA ITEM NO. 13.

CONSENT AGENDA:

TO:

FOR

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Proposal for lease purchase of CAT 420 E Backhoe

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY:

Greer

SECONDED BY:

*Brabham*VOTE CAST:"AYE""NAY"ACTION TAKEN:

Brabham

✓

Hisaw

A

Greer

✓

Bishop

A

Fisher

A

Morgan

✓

Barnett

✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

ALDERMEN**Tony Hisaw**
Ward One**Tony M. Greer**
Ward Two**Mike Bishop**
Ward Three**Phil Fisher**
Ward Four

City of Clinton

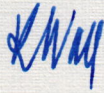
Mississippi

BOARD APPROVED

NOV 07 2006

CITY OF CLINTON**Rosemary Aultman, Mayor****ALDERMEN****Mike Morgan**
Ward Five**William Barnett**
Ward Six**Jehu Brabham**
Alderman-At-Large**Russell L. Wall**
City Clerk**MEMORANDUM**

TO: Mayor and Board of Aldermen

FROM: Russell Wall, City Clerk 

DATE: November 7, 2006

RE: Financing Rates on CAT 420E Backhoe Loader

I requested and received leasing rate quotes from BancorpSouth Equipment Finance (Bancorp South Bank, Hattiesburg, MS) and Trustmark National Bank (Clinton, MS) for the funding of a CAT 420E Backhoe Loader from Puckett Machinery. The estimated cost of the contract is \$80,512.00.

Quoted rates are good through November 30, 2006 for BancorpSouth Equipment Finance and November 15, 2006 for Trustmark National Bank and are as follows:

	BancorpSouth Equipment Finance	Trustmark National Bank
Lease term of 60 months with balloon of \$28,180:		
Monthly Payments (in arrears)	\$877.75	\$872.20
Annual rate	4.39%	4.26%

Based on the above information, I am recommending that we accept the funding offer from Trustmark National Bank for this transaction.

NOV 07 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 7, 2006

AGENDA ITEM NO. 14.

Discussion/Action/Recommendation: Application for Federal Funding for emergency work (NRCS Projects)

TO:

For:

ACCT. NO.

INTRODUCED BY: Tim Rogers, Director of Public Works TELEPHONE: 924-2239

EXHIBITS FOR REVIEW

Minutes
Ordinance
ResolutionInvoice
Plans, Maps
Contract

Other :

RECOMMENDATION:

BOARD ACTION:MOTION MADE BY: BrabhamSECONDED BY: MorganVOTE CAST:"AYE" "NAY"ACTION TAKEN:Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett✓
A
✓
A
A
✓
✓

Mayor Aultman

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

NOV 07 2006

APPLICATION FOR EMERGENCY WORK

CITY OF CLINTON

To: Homer L. Wilkes, State Conservationist
USDA, Natural Resources Conservation Service Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS 39269

Thru: The District Conservationist and Area Conservationist

The undersigned local organization(s) make application for federal assistance under applicable authorities of the Flood Control Act, and as amended by Section 216 of the Flood Control Act of 1950, Public Law 81-516 (33 USC 701 b- 1).

The following information is submitted in support of the application:

1. LOCATION: County: Hinds
Watersheds: Straight Fence Creek
2. SITE NAME: City of Clinton, Broadway, Old Vicksburg Road, Water well
3. NATURE AND SCOPE OF THE PROBLEMS AND ASSISTANCE NEEDED: (See Section 12.22(b) of the National Watershed Manual). Eroded road bank endangering city street and waterline. It is proposed to install rock riprap to stabilize the slope
4. EXTENT OF LOCAL PARTICIPATION: In addition to their 25% cost-share participation the Sponsor will acquire all easements necessary and maintain the project after completion of the work. The Sponsor will be responsible for all surveys, engineering and contract administration. The sponsor will be responsible for pipe installed or removed at the road .
5. ENVIRONMENTAL CONSIDERATIONS: Environmental impacts will be minimal.
6. COST: TOTAL: \$197,900.00 LOCAL (25%): \$49,475.00 NRCS (75%): \$148,425.00
7. We understand that if funds are approved, this project must be fully implemented within 220 days of approval or funds will be withdrawn.
8. Witness the signature of the undersigned sponsoring local organization on the dates shown.

City of Clinton
(Name of Sponsor)

By: _____

Title: _____

This action authorized at an official meeting
of _____.

2006 at _____,

State of Mississippi.

Attest _____
(Signature of Secretary)

Address: 200 Leake Street
Clinton, MS 39056

Address: _____

DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of Report: 06/26/2006

DSR Number: 28020490601 Project Number: _____

NRCS Entry Only

Eligible: YES ☐ NO ☐
Approved: YES ☐ NO ☐
Funding Priority Number (from Section 4) _____
Limited Resource Area: YES ☐ NO ☐

Section 1B Sponsor Information

Sponsor Name: City of Clinton

Address: 200 Leake Street

City/State/Zip: Clinton, MS 39056

Telephone Number: (601) 924-2239

Fax: _____

Section 1C Site Location Information

County: Hinds

State: MS

Congressional District: 2

Latitude: N32°19'59.5"

Longitude: W90°19'28.0"

Section: 29 Township: 6N Range: 1W

UTM Coordinates: _____

Drainage Name: _____ Reach: Broadway, Old Vicksburg, Waterwell

Damage Description: Erosion from May 10, 2006 storm endangering city utilities.

Section 1D Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster?*	☒	☐	
Recovery measures would be for runoff retardation or soil erosion prevention?*	☒	☐	
Threat to life and/or property?*	☒	☐	
Event caused a sudden impairment in the watershed?*	☒	☐	
Imminent threat was created by this event?**	☒	☐	
For structural repairs, not repaired twice within ten years?***	☐	☐	
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action (Go to pages 3, 4, 5 and 6 ***)	☒	☐	
Proposed action technically viable? (Go to Page 9 ***)	☒	☐	

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☒ NO ☐

Comments: _____

* Statutory

** Regulation

*** DSR Pages 3 through 5 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5 A:

Total installation cost identified in this DSR: Section 3: \$ 197,900.00

Section 1F NRCS State Office Review and Approval

Reviewed By: _____ Date Reviewed: _____
State EWP Program Manager

Approved By: _____ Date Approved: _____
State Conservationist

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions,

searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202)720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800)795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation			
		Proposed Action	No Action	Alternative	
2D Effects of Alternatives					
Soil					
Bank erosion	10T/ac	3T/ac	30T/ac		
Mass movement	20T/ac	0T/ac	50T/ac		
Water					
Downstream water rights	NA				
Air					
PM-10	Attainment	Increase during construction	attainment		
Plant					
Not suited	No effect	Adequate long term	Inadequate		
Animal					
F&W Habitat fragment	Forest fragment	Adequate long term	No effect		
Other					
Vector	Stagnant water	No stagnant water	Stagnant water		

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.	Limited, according to (303 d) list	No 404 required		
Coastal Zone Management Areas	NA			
Coral Reefs	NA			
Cultural Resources	Conduct survey	No effect	No effect	
Endangered and Threatened Species	USFWS coordination	No effect	No effect	
Environmental Justice		No adverse effect	No effect	
Essential Fish Habitat	Present	No effect	Function impaired	
Fish and Wildlife Coordination		No stream modification		
Floodplain Management	N/A			
Invasive Species	Present	Apply control measures		
Migratory Birds	Present	No effect	No effect	
Natural Areas	Present	Document effects		
Prime and Unique Farmlands	None present			
Riparian Areas	Present	Maintain function	Function impaired	
Scenic Beauty	Shoreline beauty impaired	Immediate improvement	Short-term impairment	
Wetlands	N/A			
Wild and Scenic Rivers	None present			

Completed By: Steven M. Vodrazka

Date: 06/26/2006

DSR NO: 28020490601

Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
Properties Protected (Public)	400,000.00	50	200,000.00
Business Losses	200,000.00	25.00	50,000.00
Other			
Total Near Term Damage Reduction \$			250,000.00
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			52,100.00

Completed By: Steven M. Vodrazka

Date: 06/26/2006

Section 2G Social Consideration This section must be completed by each alternative considered**(attach additional sheets as necessary).**

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?	☐	☒	
Is there the potential for loss of life due to damages from the watershed impairment?	☐	☒	
Has access to a hospital or medical facility been impaired by watershed impairment?	☐	☒	
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)	☐	☒	
Is there a lack or has there been a reduction of public safety due to watershed impairment?	☒	☐	

Completed By: Steven M. Vodrazka Date: 06/26/2006

DSR NO: _____
28020490601

Section 2H Group Representation and Disability Information

This section is completed only for the preferred alternative selected.

Group Representation	Number
American Indian/Alaska Native Female Hispanic	
American Indian/Alaska Native Female Non-Hispanic	
American Indian/Alaska Native Male Hispanic	
American Indian/Alaska Native Male Non-Hispanic	
Asian Female Hispanic	
Asian Female Non-Hispanic	
Asian Male Hispanic	
Asian Male Non-Hispanic	
Black or African American Female Hispanic	
Black or African American Female Non-Hispanic	2,806
Black or African American Male Hispanic	
Black or African American Male Non-Hispanic	2,509
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	
White Female Hispanic	
White Female Non-Hispanic	9,304
White Male Hispanic	
White Male Non-Hispanic	8,317
Total Group	22936

Census tract(s) 2000

Completed By: Steven M. Vodrazka Date: 06/26/2006

DSR NO: 28020490601

Section 2I. Required consultation or coordination between the lead agency and/or the RFO and another governmental unit including tribes:

Easements, permissions, or permits:

Sponsors shall obtain and be responsible for all landrights and easements.

Sponsor shall obtain a Storm Water Pollution Prevention Plan prior to construction and submit if more than 5 acres is to be disturbed.

Mitigation Description:

Agencies, persons, and references consulted, or to be consulted:

MS Dept. of Environmental Quality
US Army Corps of Engineers

DSR NO: 28020490601

Section 3 Engineering Cost Estimate

Completed By: Steven M. Vodrazka

Date: 06/26/2006

This section must be completed by each alternative considered (attach additional sheets as necessary).

Proposed Recovery Measure (including mitigation)	Quantity	Units	Unit Cost (\$)	Amount (\$)
				0.00
Site No.1, Broadway				0.00
Clearing and Grubbing	1	AC	2,000.00	2,000.00
Vegetation	1	AC	2,000.00	2,000.00
Excavation	800	CY	8.00	6,400.00
Rock RipRap	800	TONS	60.00	48,000.00
				0.00
Site No.2, Old Vicksburg Road				0.00
Rock Riprap	1,500	TONS	60.00	90,000.00
Clearing and Grubbing	1	AC	2,000.00	2,000.00
Vegetation	1	AC	2,000.00	2,000.00
				0.00
Site No.3, Water well				0.00
Concrete Grout	50	CY	140.00	7,000.00
Excavation	500	CY	5.00	2,500.00
Clearing and Grubbing	1	AC	2,000.00	2,000.00
Vegetation	1	AC	2,000.00	2,000.00
Rock Riprap	200	TN	60.00	12,000.00
Mobilization	1	LS	20,000.00	20,000.00
Total Installation Cost (Enter in Section 1F)\$				197,900.00

Unit Abbreviations:

AC Acre
CY Cubic Yard
EA Each
HR Hour
LF Linear Feet

LS Lump Sum
SF Square Feet
SY Square Yard
TN Ton
Other (Specify)

Section 4 NRCS EWP Funding Priority

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 10).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?	☐	☒		
2. Is this a site where there is serious, but not immediate threat to human life?	☒	☐		
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?	☒	☐		
4. Is this site a funding priority established by the NRCS Chief?	☒	☐		
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?				
e. Will the proposed action or alternatives maintain or improve current water quality conditions?				
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in Section 1A, NRCS Entry, Funding priority number.

Remarks:

DSR NO: 28020490601

Section 5A Findings

Finding: Indicate the preferred alternative from Section 2 (Enter to Section 1E):

I have considered the effects of the action and the alternatives on the Environmental Economic, Social; the Special Environmental Concerns; and the extraordinary circumstances (40 CFR 1508.27). I find for the reasons stated below, that the preferred alternative:

☒ Has been sufficiently analyzed in the EWP PEIS (reference all that apply)
Chapter 5.2.2.1.2
Chapter _____
Chapter _____
Chapter _____
Chapter _____

☐ May require the preparation of an environmental assessment or environmental impact statement.
The action will be referred to the NRCS State Office on this date:

NRCS representative of the DSR team

Title: EWP team Member Date: 06/26/2006

Section 5B Comments:

Section 5C

Sponsor Concurrence:

Sponsor Representative

Title: _____ Date: _____

Section 6 Attachments:

- A. Location Map
- B. Site Plan or Sketches
- C. Other (explain)

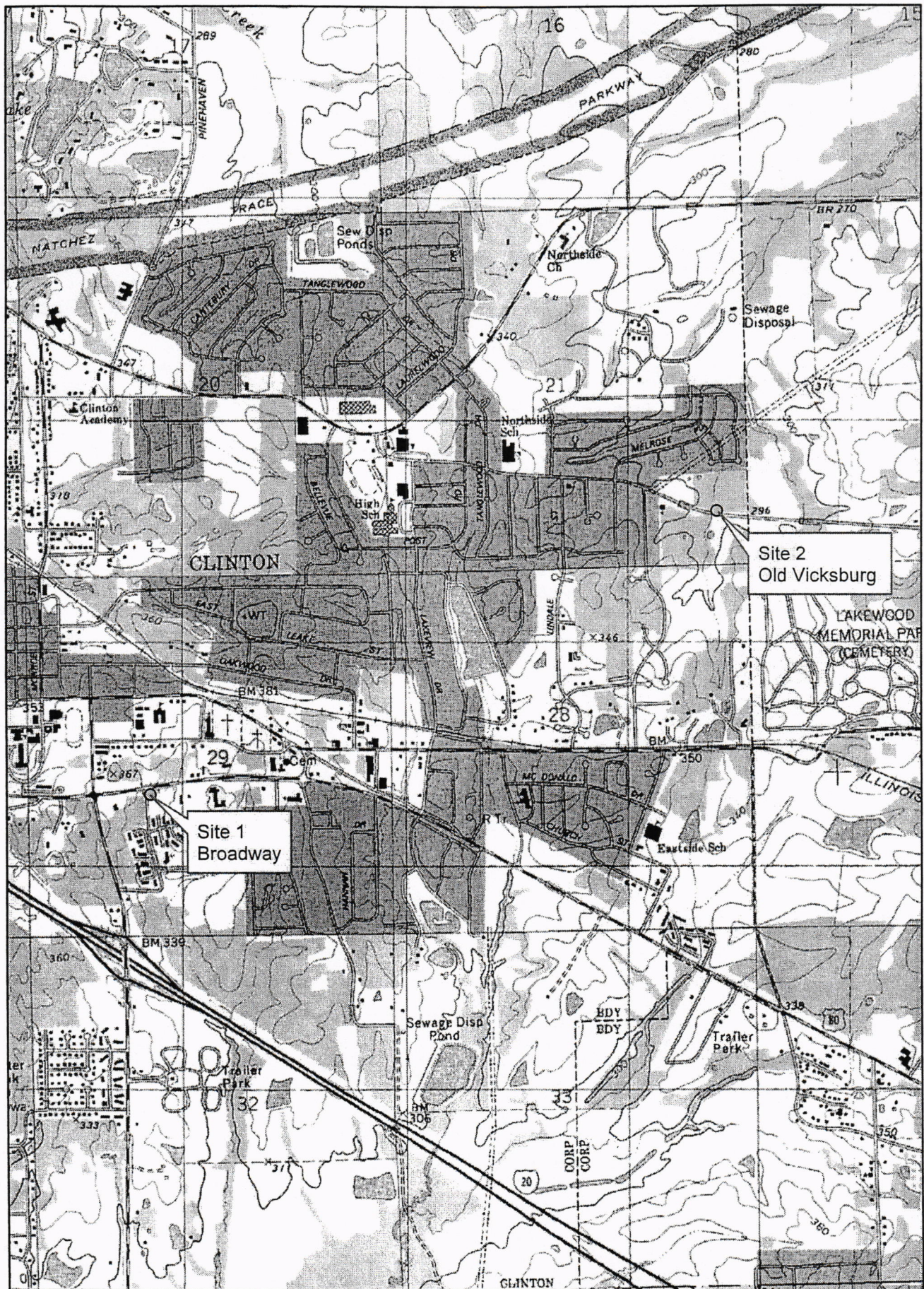
City of Clinton, Sites 1 and 2



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City of Clinton, Sites 1 and 2

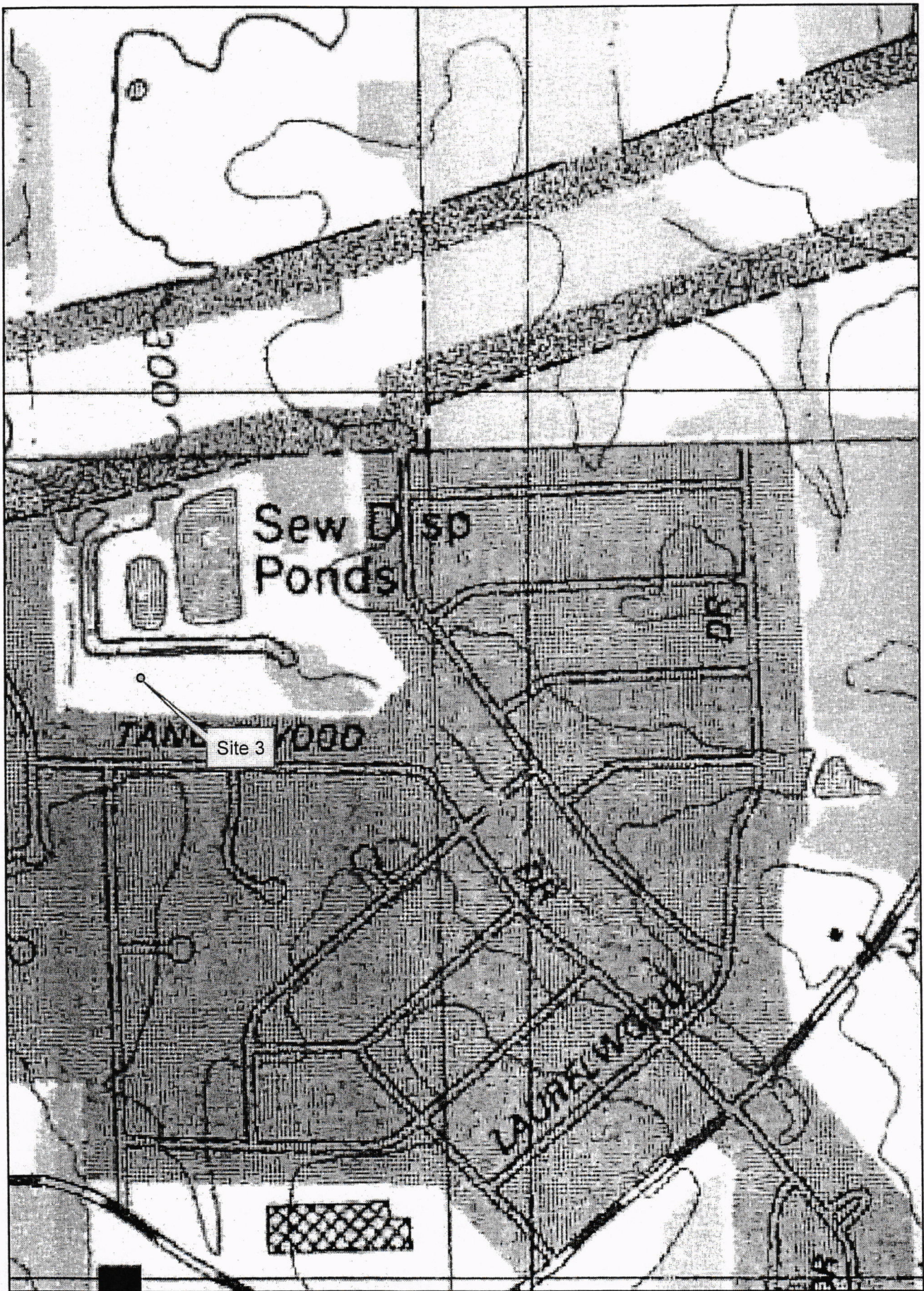


City of Clinton, Site 3



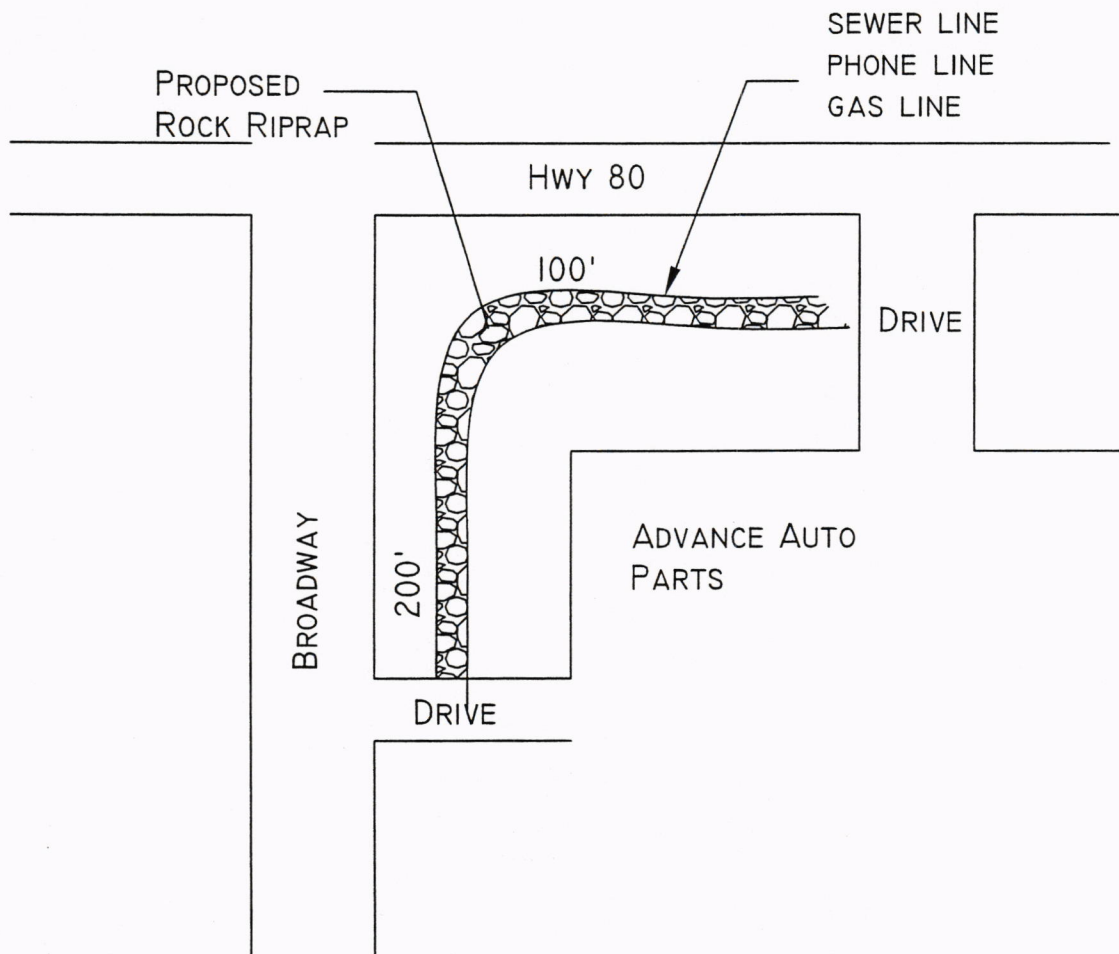
1:6,000

City of Clinton, Site 3



1:6,000





SITE PLAN

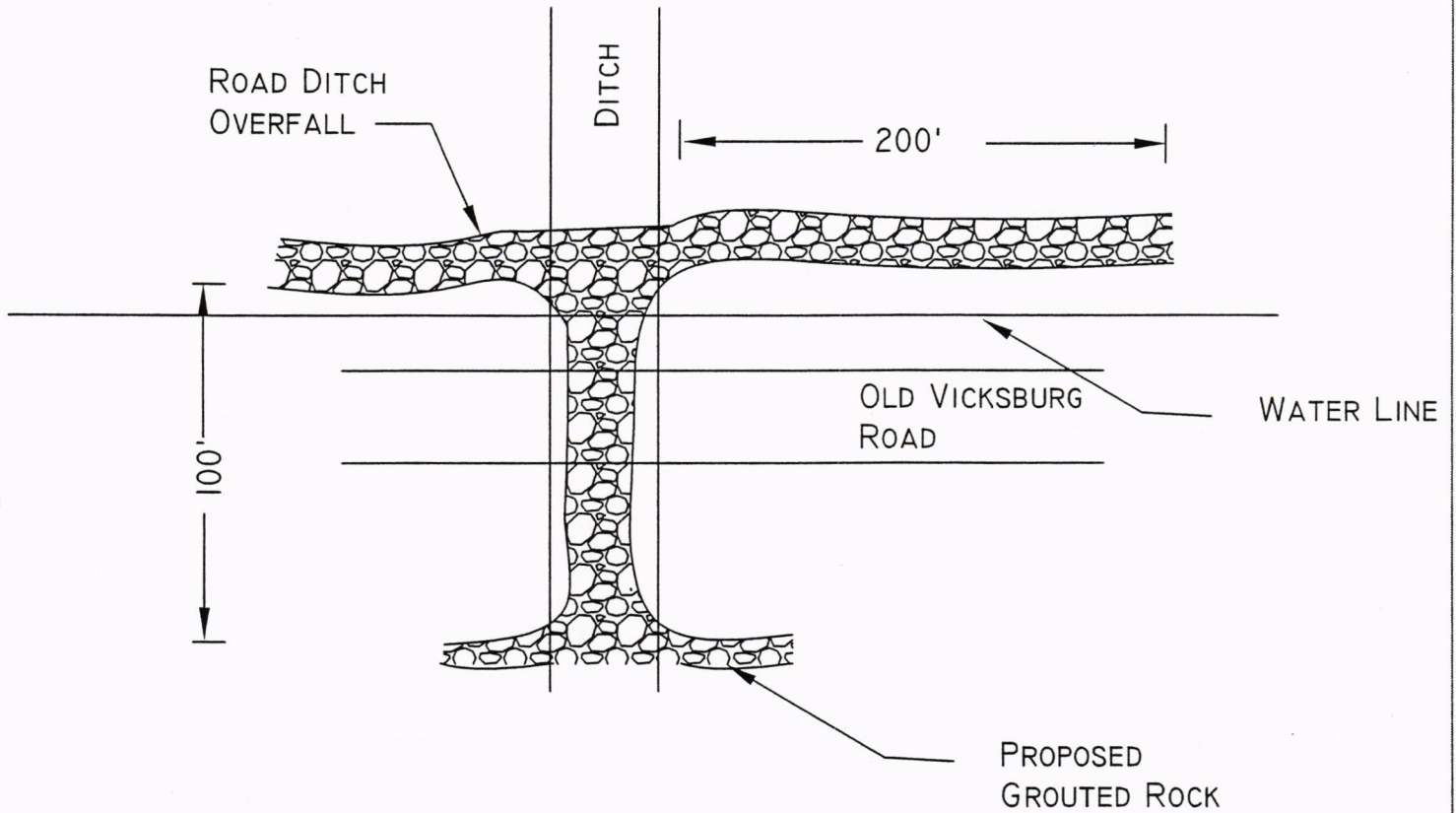


CITY OF CLINTON
BROADWAY

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Designed _____	Date _____	Approved by _____
Drawn _____		Title _____
Traced _____		Date: _____
		Title _____
		Sheet No. _____
		Drawing No. _____

NOT TO SCALE



SITE PLAN

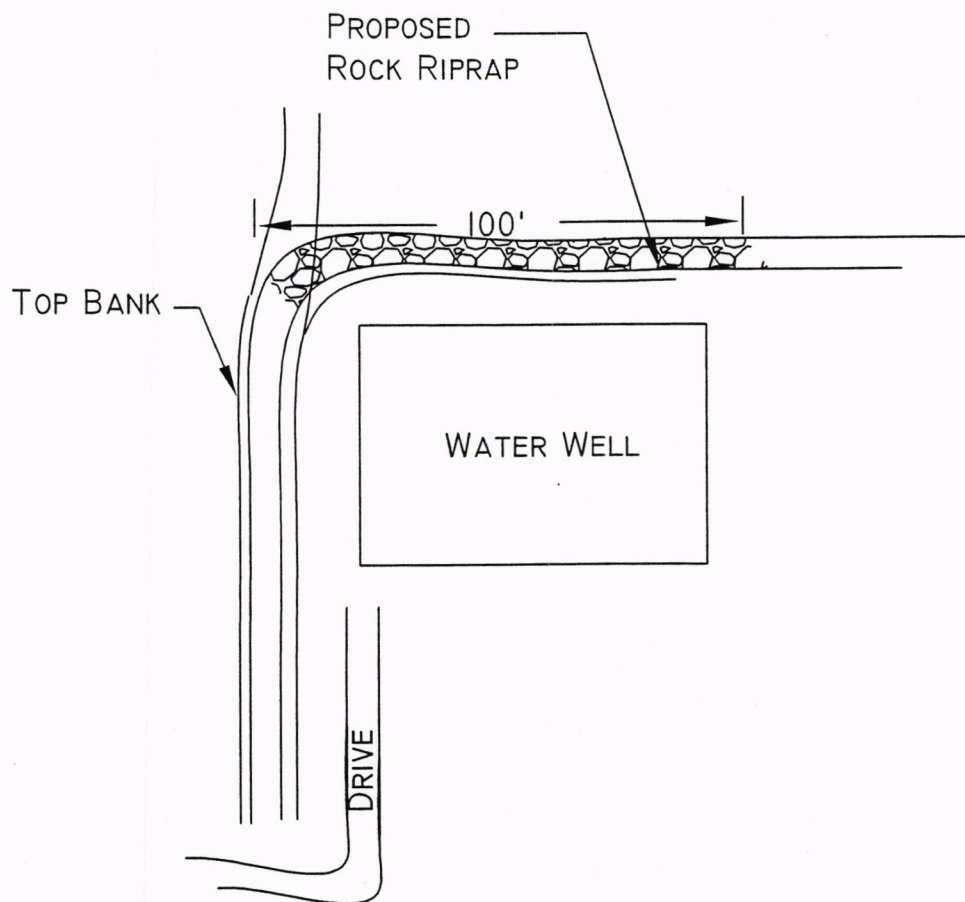


CITY OF CLINTON
OLD VICKSBURG ROAD

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Designed _____	Date _____	Approved by _____
Drawn _____	_____	Title _____
Traced _____	_____	Date: _____
_____	_____	Title _____
_____	_____	Sheet No. _____
_____	_____	Drawing No. _____

NOT TO SCALE



SITE PLAN



CITY OF CLINTON
WATER WELL

U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

Designed _____	Date _____	Approved by _____
Drawn _____		Title _____
Traced _____		Date: _____
Checked _____		Title _____
		Sheet No. _____
		Drawing No. _____

NOT TO SCALE

NOV 07 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 7, 2006

AGENDA ITEM NO. 15.

CONSENT AGENDA: \$

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Agreement for Operation, Management & Maintenance of
Clinton Wastewater Treatment Facilities with Severn Trent Environmental Services, Inc.

INTRODUCED BY: Richard L. Broome, P.E.

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:**"AYE"** **"NAY"****ACTION TAKEN:**

Brabham

✓

Hisaw

H

Greer

✓

Bishop

H

Fisher

H

Morgan

✓

Barnett

✓

Mayor Aultman

**AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL
ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY
PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE
AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE
AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF
THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE.
THANKS.**

BOARD APPROVED

NOV 07 2006

CITY OF CLINTON

AGREEMENT FOR OPERATION, MANAGEMENT AND MAINTENANCE

OF

CLINTON WASTEWATER TREATMENT FACILITIES

BETWEEN

SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

AND

THE CITY OF CLINTON, MISSISSIPPI

EFFECTIVE OCTOBER 1, 2006

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AGREEMENT FOR OPERATION, MANAGEMENT AND
MAINTENANCE
OF CLINTON WASTEWATER TREATMENT FACILITIES
BETWEEN SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
AND
THE CITY OF CLINTON, MISSISSIPPI

This Agreement is made and entered into as of October 1, 2006, by and between:

The City of Clinton, Mississippi, a municipal corporation located in the County of Hinds, State of Mississippi, whose address is City Hall, Post Office Box 156, Clinton Mississippi 39060 (hereinafter, the "Owner"), acting through its Mayor and Board of Aldermen, and Severn Trent Environmental Services, Inc., a Texas corporation qualified to do business in Mississippi, whose principal place of business is at 16337 Park Row, Houston, Texas 77084, (hereinafter, the "Operator")

WHEREAS, the Owner owns the wastewater treatment facilities (hereinafter, the "Treatment Facilities") as more particularly defined in Attachment A and more specifically described in Exhibit One; and

WHEREAS, the Owner has the authority under the laws of the State of Mississippi (the "State") to enter into this Agreement for the operation, management, and maintenance of the Treatment Facilities; and

WHEREAS, the Operator is experienced in and capable of supplying professional operation and maintenance services to the Treatment Facilities; and

WHEREAS, the Owner desires to engage the Operator to act as its wastewater operations agent in managing, operating, and maintaining the Treatment Facilities;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I
PURPOSE

Section 1.1 - Purpose

During the term of this Agreement, the Owner agrees to engage the Operator as its authorized agent to manage, operate and maintain the Treatment Facilities. Each party hereto agrees to cooperate in good faith with one another and its agents and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement.

ARTICLE II SCOPE OF SERVICE

The scope of service (hereinafter, the "Scope of Service") to be provided by the Operator under this Agreement will include the management, operation, maintenance, and repair of the Treatment Facilities to the extent specifically set forth in this Article II.

Section 2.1 - Process Control and Effluent Standards

The goal of the Operator is to operate the Treatment Facilities to meet all the Effluent Requirements, as defined in Attachment A, of the existing National Pollutant Discharge Elimination System ("NPDES") permits as well as any other applicable federal, state, and local laws and requirements. The Operator shall operate the Treatment Facilities using reasonable efforts to provide this level of treatment, provided, however, that at all times influent flows for the respective Treatment Facilities shall contain Adequate Nutrients and provided further that at all times loadings for the respective Treatment Facilities shall not exceed the following levels:

Treatment Facility	Average Over 30 Day Period (Gallons Per Day)	BOD₅ lbs/day	TSS lbs/day
Lovett	276,000	461	461
Northeast	300,000	500	500
Briars Biolac	630,000	1051	1051
Southside	3,500,000	5,838	5,838

In the event that influent flows or loadings do not contain Adequate Nutrients or exceed any of the respective preceding levels, the Operator shall provide the best treatment reasonably possible within the constraints of the Treatment Facilities design, physical limitations, and existing loadings.

In the event that Abnormal or Biologically Toxic Material (as defined in Attachment A) is received at a Treatment Facility, the Operator shall promptly notify the Owner and use its best reasonable efforts to assist Owner to remove and/or reduce such material using the processes and equipment provided at such Treatment Facility. If such Abnormal or Biological Toxic Material cannot be treated or removed using the processes and equipment provided at the Treatment Facility, the Operator shall not be responsible for compliance with the NPDES permit, the Federal Water Pollution Control Act (the "Clean Water Act"), the Resource Conservation Recovery Act, as amended ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act as amended ("CERCLA") or any other applicable federal, state, or local law or requirement, or for any other consequence of the receipt by the Treatment Facility of such Abnormal or Biologically Toxic Material including, without limitation, any fines, penalties, or damages resulting therefrom.

In the event that Abnormal or Biologically Toxic Material is not received at a Treatment Facilities, and in the event that Discharge Violations (as defined in Attachment A) occur at such Treatment

Facility on any date starting 30 or more days after the beginning of wastewater treatment services by the Operator, the Operator shall be responsible, to the extent set forth below, for fines, penalties, or damages for Discharge Violations that may be imposed by federal, state, or local environmental agencies, or that may result from private actions, if and to the extent such violations are within the reasonable control of the Operator and are the result of the failure of the Operator to operate the Treatment Facility in accordance with the terms of this Agreement and such failure is a direct and substantial cause of such Discharge Violation. Prior to payment of any such fines, penalties, or damages, the Operator reserves the right to contest government or private actions, suits, or proceedings for Discharge Violations through administrative procedures or otherwise. The Operator's liability in any contract year for any fines, penalties, or damages shall be limited to 10 percent (10%) of the Base Compensation, pursuant to Section 5.1 herein, for that contract year.

Section 2.2 – Disposal of Screenings, Grit and Sludges

As the authorized agent for the Owner, the Operator shall arrange for the removal of screenings and grit and shall monitor the removal of wastewater sludges from the Treatment Facilities. Title and Ownership of screenings, grit and wastewater sludges shall remain with the Owner notwithstanding such services by the Operator. The parties acknowledge that wastewater sludges are currently being pumped into sludge holding lagoons, where they are held for a period of time until they are removed and disposed of. Removal of all wastewater sludges from the sludge holding lagoons and disposal are the responsibility of the Owner. The Operator shall monitor waste rates, dewater liquid sludge, sample and test recycle flows, and routinely determine sludge volumes in the holding lagoons. The Operator will notify the Owner of pending needs to remove and dispose of wastewater sludges from the holding lagoons. The Owner shall approve all costs associated with the removal and disposal of wastewater sludges. Prior to that time, if it is determined that removal and disposal of any wastewater sludge is necessary, the Operator shall submit removal and disposal options and projected costs to the Owner. The Owner shall pay all costs for the removal and disposal of all wastewater sludges from the holding lagoons. Should the Owner desire for the Operator to remove and dispose of wastewater sludges, the parties shall negotiate the terms of the removal and disposal activities, including the fee to be paid to the Operator.

Section 2.3 - Testing and Laboratory Analyses

The Operator shall perform the sampling and laboratory analyses required by the Owner's NPDES permit as well as those necessary for process control. Laboratory procedures and analyses shall conform to the then current edition of Standard Methods for the Examination of Water and Wastewater or to the testing requirements of the NPDES permit. The Operator shall prepare the data for all NPDES permit monitoring and operating reports and shall deliver and certify such results to the Owner. Operator shall assist the Owner in submitting such results to all regulatory agencies requiring such reports.

Section 2.4 – Industrial Pretreatment

The Operator shall, upon written request of the Owner, assist the Owner by providing technical

and analytical services in connection with Owner's pretreatment program, as established by the Owner's Sewer Use Ordinance. The Operator shall not be responsible for any enforcement activities related to such pretreatment program. The Owner shall pay all necessary costs incurred by the Operator in connection with the Owner's pretreatment program at a multiplier of 1.15. These costs shall be paid in addition to the compensation provided in Article V herein.

Section 2.5 – Management Information Systems

The Operator shall retain necessary computer hardware and software to provide comprehensive management systems for preventative maintenance, laboratory data collection, Quality Control, and a computerized process control system. The computer hardware and software are the Operator's property. Upon termination of this Agreement, the Operator shall remove the computer hardware and software unless the Owner purchases the computer hardware and software at a price to be agreed upon by the parties and subject to the provisions of any applicable software use agreement.

Preventive maintenance is fully documented employing DATA STREAM, MP-2 software, which provides details concerning maintenance histories and generates works orders. This information shall be provided to Owner in accordance with an agreed upon frequency.

Section 2.6 – Reports

The Operator shall maintain records of operations, maintenance, repair, and improvement activities at the Treatment Facilities and shall prepare and submit to the Owner a monthly report including a narrative summary of operations and all data required for monthly discharge reporting to local, state, and federal agencies.

Section 2.7 – Construction

During the construction or other modification of any of the Treatment Facilities, the Owner and the Operator shall work together to maintain access and minimize disruption and outages to the existing equipment and components. The Operator shall not be responsible in any way for Discharge Violations caused in whole or in part by the construction or modification activity, unless such Discharge Violations result from the negligence of the Operator.

Section 2.8 – Maintenance

The Operator shall perform routine maintenance consisting of preventative maintenance tracking, corrective maintenance scheduling, spare parts inventory control, cleaning and lubrication of service equipment, equipment inspections and adjustments, and janitorial services for the building and grounds of the Treatment Facilities as well as all equipment and instrumentation provided to the Operator by the Owner pursuant to this Agreement in accordance with standard industry practice; subject, however, to the Owner's responsibilities to reimburse the Operator in accordance with Section 5.3 herein for the costs of all materials and other consumables repair and replacement parts and subcontractors. The Operator shall keep the Treatment Facilities in a neat and orderly condition. Such maintenance shall include maintaining the locks and entrance

gates at the Treatment Facilities as well as maintaining the locks, entrance gates, and fencing surrounding the wastewater pumping stations.

The Operator shall be responsible for grass cutting in the following areas:

- (a) Wastewater Treatment Facilities: All areas within the Facilities that are within the fenced boundaries of the Facility, including weed maintenance on the fence line. This does not include any grounds maintenance at the abandoned Southeast Lagoon. At the South Central Lagoon and the Southwest Bio Lac, the responsibility of the Operator for grounds maintenance includes areas surrounding air headers, mooring posts, chain assembly cables, above ground electrical conduit and cables, above ground influent structures, splitter boxes, valves and valve boxes, sidewalks, and areas surrounding ultra-violet disinfection systems, as they may exist.
- (b) Wastewater Pump Stations: Areas within the fences surrounding the pump stations, a two-foot wide area around the perimeter of the fences, and areas in close proximity of a curb, street, or drainage ditch.

Section 2.9 – Technical Support

The Operator's technical support group, which shall include persons not regularly employed at the Treatment Facilities, shall provide backup advice in process control, management, maintenance, and plant repair as necessary to assist the Treatment Facilities' staff and ensure performance of the Operator's obligations under this Agreement.

Section 2.10 – Staffing

The Operator shall provide a properly certified plant manager with skills and experience necessary for the management, operation, maintenance, and repair of the Treatment Facilities.

Employees of the Operator experienced in operating wastewater systems shall staff the Treatment Facilities, as required, and shall have the operator certifications required by State regulations. The staffing plan shall be consistent with the proper and efficient operation of the Treatment Facilities.

The Operator shall staff the Treatment Facilities with operations and maintenance personnel five (5) days per week, eight (8) hours per day. Personnel shall also be on call 24 hours per day, seven (7) days per week. The Operator shall respond to call-outs within one (1) hour. Should the scope of work under this Agreement be modified, Owner and Operator will negotiate the staffing plan to meet the operations and maintenance requirements of the scope of work.

The Operator's staffing plan is defined as:

- | | |
|-----------------------------------|---|
| • (1) Project Manager | Certified Class IV, responsible for all management activities and project co-ordination with the Owner. |
| • (1) Administrative Assistant | Responsible for assisting the Project Manager in the project administration, perform process control laboratory testing and operations. |
| • (1) Maintenance Technician Lead | Qualified to perform and supervise mechanical/electrical functions at the Facilities and insure performance of all preventive and corrective maintenance functions. |
| • (2) Maintenance Technicians | Qualified to perform mechanical/electrical functions at the Wastewater Plants and Lift Stations. |
| • (1) Plant Operator | Responsible for day to day operations activities and assistance with laboratory and preventive maintenance. |

Section 2.11 – Training

The Operator shall implement a training program with both classroom and field training for all staff associated with the operation and maintenance of the Treatment Facilities. The training may include, but is not limited to, equipment operation, laboratory sampling and testing, process control, energy and chemical conservation, maintenance and repair, first aid, safety, emergency response, hazardous material handling, and right-to-know laws. Representatives of the Owner may attend training sessions.

Section 2.12 - Security

The Operator shall use reasonable efforts to secure the Treatment Facilities within the limits of currently installed security devices. Any losses or other liabilities resulting from any theft, damage, or unauthorized use of Owner's property, properly secured within the limits of the existing security devices, shall be borne by the Owner, unless such loss or liability is a result of Operator's negligence.

Section 2.13 - Odor and Noise Control

The Operator shall operate the Treatment Facilities within the limits and capabilities of the Treatment Facilities to minimize odor and noise. Any additional expenses for process, equipment,

or chemicals necessary to further reduce odors and noise shall be borne by the Owner.

Section 2.14 – Electricity

The Owner shall pay all electricity charges for the Treatment Facilities and shall provide the Operator with copies for all payment invoices. The Operator shall monitor electrical costs and usages at the various facility locations and present this information monthly to Owner.

Section 2.15 – Communications

The Operator shall keep the Owner informed about the operation and maintenance of the Treatment Facilities. The Operator shall attend Owner meetings, meetings with contractors, meetings with Owner's Engineer, meetings with the Owner's consulting engineers working on projects at Treatment Facilities, and meetings with regulatory agencies as requested and needed.

Section 2.16 – Recommendations on Capital Improvements and Budgets

The Operator shall, upon written request from Owner, prepare and submit recommendations for capital repairs, replacements, and Expenditures for Capital Improvements and Repairs.

The Operator shall, upon written request from Owner, prepare and submit recommendations for planning and review of Owner's budget. The recommendations may include, but are not limited to, the projection of present operations and suggestion of operation revisions based upon anticipated or actual changes in applicable processes, regulations, and codes.

Section 2.17 – Inventory

The Owner has provided to the Operator the existing inventory of equipment, tools, materials, supplies, and spare parts located at the Treatment Facilities on the effective date of this Agreement. The Operator shall maintain an up-to-date inventory list and will project a reasonable number of spare parts in stock (including standard lubricants, long-lead-time replacement items, and similar items) in accordance with recommendations by manufacturer. Owner and Operator agree to perform an equipment inventory of all tools, rolling stock, and other supplies, and identify those specifically as the equipment of the Owner, within 90 days of the commencement of this Agreement.

Section 2.18 - Other Costs and Expenses

Unless otherwise agreed in writing by the parties, the Operator shall not be required to pay the following expenses:

- Expenses resulting from a change in Scope of Services;
- Expenses resulting from a change in the Owner's NPDES permit (including any Consent Order), law, or regulations by any federal, state, or local agency or authority;

- Expenses resulting from hydraulic or organic loads that exceed Baseline Conditions;
- Expenses resulting from discharge of wastewater in violation of any part of the Owner's Sewer Use Ordinance;
- Expenses incurred and/or penalties assessed as a result of the existence at and/or the discharge to any of the Treatment Facilities of influent wastewater containing Abnormal or Biologically Toxic Material;
- Expenses resulting from the influent flow of wastewater that does not contain Adequate Nutrients;
- Costs of utilities, supplies and consumables to repair/ replace and maintain equipment , equipment, transportation and disposal fees for grit, screenings and wastewater sludges, payments made to subcontractors fees and all other costs incurred by the Operator in discharging its responsibilities hereunder with the exception of (a) process chemicals costs (b) costs of materials and supplies (as provided in Section 5.3) for preventive maintenance function and (c) Operator's direct labor expenses and the cost of benefits associated therewith;
- Repair and Replacement Expenses as provided in Section 5.3 herein;
- Taxes as provided in Section 3.5 herein;
- Any damages sustained from force majeure, as specified in Section 7.8 herein;
- Water or sewage use fees;
- Expenditures for Capital Improvements and Repairs, as defined in Attachment A herein;
- Expenses arising from emergency repair or replacement of sewer lines or from emergency use of process chemicals;
- Expenses related to governmental or private surveillance and alarm monitoring by third party vendors;
- Fire protection;
- Industrial sampling/monitoring, including pretreatment sampling/monitoring;
- Pretreatment studies;
- Professional engineering fees;
- Repair and maintenance of high voltage sub stations; and

- The cost of underground line repairs.

If expenditures are made by the Operator on Owner's behalf for items specified above, Owner agrees to reimburse the Operator, within thirty (30) days, for such expenditures upon submission of reasonable documentation verifying such expenditures.

Section 2.19 - Emergency Situations

In the event of sudden damage or destruction of the Treatment Facilities or an emergency which in the reasonable judgment of the Operator is likely to result in material loss or damage to the Treatment Facilities or constitute a threat to human health or safety, the Operator may suspend operations of the Treatment Facilities and may make such emergency repairs, without the consent of the Owner, as are necessary to mitigate or reduce such loss, damage, or threat. The Operator shall provide prompt notice to the Owner of any such damage, destruction, or threat and of any emergency repairs which have been or will be taken. The Owner shall provide prompt notice to the Operator of any alarm(s) or other notices of emergency conditions at the Treatment Facilities. Owner and the Operator shall cooperate in good faith in pursuing reasonable measures to mitigate any threats to human health or safety and in preparing and implementing an emergency operations plan.

Owner shall be responsible for the direct payment or reimbursement to the Operator of all reasonable costs incurred by the Operator in responding to such emergency situation, including emergency repairs. Such Operator costs may include direct labor charges at standard Operator rates for services exceeding those required pursuant to this Agreement.

Section 2.20 - Litigation Support

At the request of Owner, Operator shall provide or arrange for, at Owner's expense, legal, regulatory, or technical assistance in connection with the Owner's defense or prosecution of any actions, claims, suits, or administrative or arbitration proceedings or investigations, whether pending, threatened, or newly initiated, relating to the Treatment Facilities. For such services the Owner shall pay the Operator its total costs incurred in its performance of such services multiplied by 1.15.

Section 2.21 - Accounting Records

The Operator shall maintain up-to-date financial records as they apply to the services rendered by the Operator under the terms of this Agreement. All records will be kept in accordance with the Operator's standard accounting practices.

Section 2.22 - Disclosure of Information

The Operator represents and warrants that it has disclosed, and will in the future disclose, any and all information it has now, or may have in the future, relating to the Treatment Facilities that may be relevant to the Owner in performing its duties and obligations.

Section 2.23 – Law Changes

The Operator shall notify the Owner of any information received that concerns new or proposed laws, regulations, standards, or other requirements related to the operation of the Treatment Facilities. In the event that such legal changes result in increased efforts or costs, the Owner and the Operator shall cooperate to determine the amount of such increased efforts or costs. Operator and Owner agree to negotiate compensation for any such effort or cost increases resulting from new laws, regulations, standards, or other such requirements in good faith.

ARTICLE III

RESPONSIBILITIES OF THE OWNER

Section 3.1 - Owner's Representative

On or before the effective date of this Agreement, the Owner shall designate an authorized representative (the "Authorized Representative") to administer this Agreement. Owner may change its Authorized Representative by written notice as provided in this Agreement. The Authorized Representative will be responsible for receiving and delivering all day-to-day communications exchanged between Owner and Operator during the term of this Agreement.

Section 3.2 - Permits

The Owner shall be responsible for obtaining and maintaining all necessary permits and licenses and for the payment of all fees required for Ownership and operation of the Treatment Facilities and the equipment owned by the Owner and used in connection with the Treatment Facilities.

Section 3.3 – Pretreatment Program

If enforcement of pretreatment standards for industrial user discharge is required by federal, state, or other applicable law, the Owner shall enact, maintain, and enforce an industrial pretreatment program that complies with federal, state, and local standards as well as all relevant permits, and the Clean Water Act.

Section 3.4 - Compliance With Laws

The Owner shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the Treatment Facilities, except to the extent responsible for complying with the same is specifically delegated to the Operator in this Agreement.

The Operator shall assist the Owner in complying with all such laws, codes, ordinances, and regulations known to the Operator as they pertain to Operator services. Subject to the provisions of Section 2.1, the Owner shall be responsible for any fines or penalties arising out of noncompliance by Owner with all such laws, codes, ordinances and regulations.

Section 3.5 – Taxes

The Owner shall be responsible for all real and personal property ad valorem taxes, utility taxes and excise taxes applicable to the Treatment Facilities and the services provided for under this Agreement.

In the event that the State of Mississippi or any local governing authority should enact a professional service tax requiring the Operator to pay any sales or use taxes on the value of the services provided by the Operator hereunder, or the services provided by any subcontractor of the Operator, such payments shall be reimbursed by the Owner unless the Owner furnishes a valid and properly executed exemption certificate relieving the Owner and the Operator of the obligation for such taxes. In the event that Owner furnishes an exemption certificate which is invalid or not applicable to services by the Operator, the Owner shall, within thirty (30) days, indemnify and reimburse the Operator for any taxes, interest, penalties, and incremental costs, expenses, or fees which the Operator may incur or has incurred as a result of the Operator's reliance on such certificate.

Section 3.6 - Support

The Owner shall permit use by the Operator, without charge, of all facilities and equipment, under its Ownership as described in Exhibit One or as specified in future equipment or construction specifications. The Owner shall provide the Operator with all information necessary to operate and maintain the Treatment Facilities.

Section 3.7 - Expenditures for Capital Improvements and Repairs

The Owner is responsible for undertaking and paying Expenditures for Capital Improvements and Repairs (as defined in Attachment A) which become necessary under this Agreement. Within ninety (90) days after the effective date of this Agreement, the Operator shall provide the Owner with a list of necessary Capital Improvements and Repairs. The Operator's obligations under this Agreement are predicated upon the Owner's completion of necessary Expenditures for Capital Improvements and Repairs at the Treatment Facilities in a timely manner. If the Owner fails to make the necessary Expenditures for Capital Improvements and Repairs, the Operator shall not be liable for any penalties, fines, costs, or damages arising from such failure.

During the period of Owner's annual budget preparation, Operator shall provide a list of recommended capital improvements believed to be required for proper operation of the facilities covered under this Agreement. Should the Owner not approve any requested capital improvement, the Operator shall continue to perform its responsibilities on a 'best effort' basis.

Section 3.8 – Storm Water Discharge

The Owner shall be responsible for complying with applicable storm water discharge regulations under federal, state, and local laws.

Section 3.9 - Notice of Litigation

In the event that the Owner or the Operator receives notice of or undertakes the defense or the prosecution of any actions, claims, suits, or administrative or arbitration proceedings or investigations in connection with the Treatment Facilities, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

Section 3.10 - Disclosure of Information

The Owner represents and warrants that it has disclosed, and will in the future disclose, any and all information it has now, or may have in the future, relating to the Treatment Facilities that may be relevant to the Operator in performing its duties and obligations.

Section 3.11 - Electricity

The Owner shall continue to pay all electricity charges for the Treatment Facilities and shall provide the Operator with copies of all payment invoices. The Operator shall monitor electrical costs and usages at the various facility locations and present this information monthly to the Owner.

Section 3.12 – Law Changes

The Owner shall notify the Operator of any information received concerning new or proposed laws, regulations, standards, or other requirements concerning the operation of the Treatment Facilities. In the event such legal changes result in increased efforts or costs, the Operator and the Owner shall cooperate to determine the amount of such increased efforts or costs. The Owner and the Operator agree to negotiate in good faith concerning compensation for any such effort or cost increases resulting from new laws, regulations, standards or other such requirements.

Section 3.13 – General Authority

The Owner shall perform all duties and discharge all responsibilities and obligations relating to its wastewater treatment system and the operation and maintenance of the Treatment Facilities not expressly assumed by the Operator pursuant to the terms of this Agreement.

Section 3.14 – Maintenance

The Owner shall be responsible for maintaining the fencing around all Treatment Facilities.

The Owner agrees to provide a metal building of approximately 3,000 square feet to the Operator during the term of this lease or any extensions thereof. The Operator is to use this building solely to perform the operations, maintenance and management of the Treatment Facilities for the Owner. The Operator is responsible for the upkeep of this building, reasonable wear and tear accepted.

Section 3.15 – Prior Obligations

The Owner shall be responsible for obligations and liabilities incurred prior to the commencement date of the Operator providing services pursuant to this Agreement.

ARTICLE IV TERM AND TERMINATION

Section 4.1 – Term

The term of this Agreement shall commence on the 1st day of October 2006, at 12:01 A.M. C.S.T. and shall continue until midnight on September 30, 2011 (the “Scheduled Termination Date”), unless the Agreement is terminated as provided herein.

This Agreement may be extended for additional five (5) year period(s) beyond the term of this Agreement with affirmative action by, and with the written consent of both parties. Such extended term(s) shall be upon the terms and conditions hereof, as the same may have been modified or changed as of the date of such extension. At least 180 days prior to the Scheduled Termination Date, the parties should decide and finalize whether this Agreement will be extended or allowed to expire in order to allow both parties time to prepare for such extension or expiration.

Section 4.2 - Termination

This Agreement may be terminated for breach or default (collectively, “breach”), but only if (i) the breach is a material one; (ii) the party claimed to have committed the breach has received written notice from the other party of such breach given in accordance with the notice provisions of Article VII of this Agreement, which notice shall state with reasonable specificity the breach complained of and which shall state that the claimed breach is of such a nature that it, in the opinion of the non-breaching party, would give the non-breaching party a right to terminate this Agreement unless the default is cured as set forth below; and (iii) the party claimed to have breached shall have neither cured the breach within a reasonable time, but in any event within not less than ten (10) nor more than thirty (30) days from the date of its receipt of written notice of breach or, with respect to a breach which cannot be cured within said period, shall have failed to take and continue within said period reasonable steps to cure such breach. Where a party is taking and continuing reasonable steps to cure such breach, the failure to complete the cure within the said period of thirty (30) days shall not constitute cause for the termination of this Agreement. It is expressly understood and agreed that the notice required and the right to cure afforded by this provision shall apply to each and every obligation of the parties under this Agreement, whether the obligation is a general or specific one.

In the event the Agreement is terminated by the Owner, the Owner may, at its option, request the Operator to continue to provide the Scope of Services as provided in this Agreement for ninety (90) days beyond the date of termination, in which event the Operator shall receive as compensation for such services its cost plus overhead, multiplied by 1.15. Notice of the intent to terminate shall be

given in writing by personal service or by certified mail, return receipt requested, addressed to the person identified as the recipient of the notices pursuant to Article VII.

In the event that the Treatment Facilities shall be damaged or destroyed by natural disaster or otherwise, so that they are incapable of processing waste and the Owner, after consultation with the Operator, determines to shut down the Treatment Facilities, the Owner and the Operator shall each have the right, upon ninety (90) days prior notice to the other party, to terminate this Agreement. In the event the Owner determines to re-open the Treatment Facilities after such shut down, the Operator shall be entitled to provide services with respect to the Treatment Facilities upon the terms and conditions contained in this Agreement, as the same may be modified by the parties hereto based on good faith negotiations taking into account such changes as may have taken place with respect to the Treatment Facilities.

ARTICLE V **COMPENSATION**

Section 5.1 - Base Compensation

During each of the Owner's fiscal years, the Owner shall pay the Operator as compensation (the "Base Compensation") for services performed on the Treatment Facilities pursuant to this Agreement, Four Hundred and Fifty One Thousand, Five Hundred and Forty Seven Dollars, and Sixty Three Cents (\$451,547.63), subject to the adjustments hereinafter set forth. The Base Compensation shall be paid in twelve equal monthly installments of Thirty Seven Thousand, Six Hundred and Twenty Eight dollars and Ninety Seven Cents (\$37,628.97).

On each Adjustment Date (defined in Attachment A), the amount of the Base Compensation shall be increased on compounded basis by the Price Index Increase (defined in Attachment A). In no event shall the Base Compensation be reduced by virtue of this Section. No adjustments or re-computations, retroactive or otherwise, shall be made due to any revision which may later be made in the first published figure of the Price Index for any year.

Section 5.2 – Existing Combined Wastewater Flow Characteristics

The Base Compensation stated above is for the operation and maintenance of the Treatment Facilities at the existing combined wastewater flow characteristics at the commencement of this Agreement, as designated in Attachment B.

Section 5.3 – Repair and Replacement

In addition to the Base Compensation stated above, the Owner shall, on a monthly basis, reimburse the Operator for repair and replacement parts, maintenance materials and other consumables, and maintenance work performed by subcontractors as utilized by the Operator in order to maintain,

repair and replace equipment at the Owner's Treatment Facilities during the term of this Agreement (hereinafter "Repair and Replacement Expenses"). Repair and Replacement Expenses shall, however, specifically exclude materials and supplies (grease, oil, tools and shop supplies) used for routine and expected preventive maintenance care of the equipment at the Treatment Facilities. The cost of such materials and supplies used during routine preventive maintenance is included in the Base Compensation.

The Owner shall reimburse the Operator for all Repair and Replacement Expenses in arrears on a monthly basis.

In some cases, the replacement of equipment may be more beneficial than repair. In any repair/replacement event exceeding a cost of \$1,500.00, the Operator shall obtain the cost to repair or replace the equipment. Owner and Operator shall mutually agree upon which action is to be taken and shall be approved by Owner.

Section 5.4 – Invoices and Payments

For each month that this Agreement is in effect, the Operator shall present an invoice to the Owner for the services which have been rendered, or which will be rendered, during that month. Each invoice shall include the monthly installment for Base Compensation, the monthly adjustment for the Repair and Replacement Expenses and any other sums that may be owed by the Owner to the Operator. The Operator shall present the invoice for each month as early as reasonably possible on or after the fifteenth day of that month, but in no event later than the last Tuesday of that month, so that the invoice may be approved for payment by the Owner's Mayor and the Board of Aldermen at the regular monthly meeting to be held on the first Tuesday of the next month. Upon presentation of the invoice for each month, in the time and manner specified above, the Owner shall make the payment for that month to the Operator. Each payment for a particular month shall be made by the Owner to the Operator on the first Wednesday of the next month. For any payment for a particular month which is not paid by the Owner by the forty-fifth day after submission of the invoice for that payment, the Owner shall pay interest to the Operator at one and one-half percent per month on the unpaid balance from the said forty-fifth day after submission of the invoice until the date of payment, as provided by Section 31-7-305 of the Mississippi Code of 1972, as amended. The Owner shall further reimburse the Operator for its costs of collection, including reasonable attorney's fees, in the event the Operator commences legal action to collect any sum past due.

Section 5.5 – Expenditures for Capital Improvements and Repairs

The Operator shall not be responsible for Expenditures for Capital Improvements and Repairs, as defined in Attachment A. Except as provided in Article II under the heading "Emergency Situations", prior to proceeding with repairs or replacements, the Operator shall submit to the Owner for approval all proposed Expenditures for Capital Improvements and Repairs. Each request for approval will identify the Expenditures for Capital Improvements and Repairs needed, the cause, the estimated costs, and the degree of urgency. If the Owner fails to approve the request, the Operator shall not be liable for any penalties, fines, costs or damages arising from the failure to make such Expenditures for Capital Improvements and Repairs.

Section 5.6 - Changes in Scope of Services

Except in case of emergency, the Operator shall not perform additional services or work where such services or work exceeds or changes the Scope of Services contemplated under Article II of this Agreement, without obtaining the prior written approval of the Owner. The Operator shall be entitled to additional compensation for such additional services or work. Such additional compensation shall include, but not be limited to, the Operator's costs, including overhead, multiplied by 1.15. Such additional compensation will be retroactive to the time of such changes. Within ninety (90) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum of additional compensation.

Changes in the Scope of Service include, but are not limited to, requests for additional services by the Owner, additional costs incurred in treating Abnormal or Biologically Toxic Material, disposing of sludge, meeting new or changed governmental regulations, testing regulations, or reporting requirements, including changed effluent standards, which increase the cost of operating the Treatment Facilities, or arising from construction of additions to, or modification of, the Treatment Facilities.

ARTICLE VI RISK MANAGEMENT

Section 6.1 - Indemnification

Claims by Owner

With respect to any and all claims by Owner, the Operator agrees to indemnify and save harmless the Owner and each of its elected or appointed officers, employees and agents from and against any claims, demands, suits, liabilities, losses and expenses incurred by the Owner which are caused solely by the negligent acts or omissions of the Operator in the performance of its services under this Agreement; provided, however, that in the event that both Owner and Operator are determined by a finder of fact to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event, Owner and Operator shall each be responsible for the portion of the liability equal to its comparative share of the total negligence; provided further, however, that with respect to any loss, damage, injury or other claims made by Owner as a result of or based upon the presence, removal, handling, storage, release, discharge, escape or other disposition of any hazardous substances, waste, pollutants or contaminant, the Operator's obligations to Owner for indemnity or otherwise shall not apply (i) if such removal, handling, storage, release, discharge, or other disposition is required by, or executed in accordance with, local, state or federal law, rule or regulation; and (ii) unless such loss, damage, injury or claim results from the gross negligence or willful misconduct of the Operator. As used in this section, the work "solely" refers to acts or omissions of the Operator wherein there is no negligence by the Owner.

The Operator shall not be liable, as a result of performance or non-performance of its obligations under the Agreement, for indirect or consequential damages, including, but not limited to, loss of profits or revenue or loss of the use of the Treatment Facilities, based upon contract negligence or any other cause of action, even if advised of the possibility of such damages. Provided, however, that this provision does not affect direct or actual damages for which the Operator may have liability to the Owner.

Section 6.2 – Operator's Insurance

The Operator shall maintain the following insurance during the term of this Agreement:

1. General Liability Insurance in the amount of not less than one million dollars (\$1,000,000) combined single limit for personal injury, bodily injury, and property damage.
2. Excess Liability Insurance (umbrella coverage) in the aggregate amount of Twenty Million (\$20,000,000) Dollars.
3. Worker's Compensation Insurance for all Operator employees employed at the Treatment Facilities in accordance with the requirements of Mississippi law.
4. Automobile Liability Insurance for motor vehicles owned by the Operator in the amount of five hundred thousand dollars (\$500,000) for collision, comprehensive, bodily injury and property damage coverage.

The Owner shall be included as an additional insured according to its interest during the term of this Agreement.

Within thirty (30) calendar days of the date hereof, the Operator shall furnish the Owner with a certification of such insurance coverage and the fact that the Owner has been designated as an additional insured. These policies will be in effect at the time the Operator commences services hereunder at the Treatment Facilities.

Section 6.3 – Owner's Insurance

The Owner shall purchase and maintain General Liability Insurance in regard to the Treatment Facilities. The Owner shall be an self insured in regard to damage or loss of property at the Treatment Facilities, provided, however, that the Owner shall have the right, in its discretion, to purchase property insurance in regard to the Treatment Facilities. The Operator shall be named as an additional insured according to its interest under this Agreement during the term of this Agreement.

Within thirty (30) calendar days of the date hereof, Owner shall furnish the Operator with a certification of such insurance coverage and the fact that the Operator has been designated as an additional insured.

ARTICLE VII
MISCELLANEOUS

Section 7.1 - Relationship

The relationship of the Operator to the Owner is that of an independent contractor and authorized agent and not one of employment. None of the employees or agents of the Operator shall be considered employees of the Owner. For the purposes of all state, local and federal laws and regulations, the Owner shall exercise primary management and operational and financial decision-making authority.

Section 7.2 - Nondiscrimination

The Operator shall refrain from unlawful discrimination in employment in employing personnel under this Agreement.

Section 7.3 - Entire Agreement; Amendments

This Agreement contains the entire agreement between the Owner and the Operator and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

Section 7.4 - Headings, Attachments and Exhibits

The headings contained in this Agreement are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.

Section 7.5 - Waiver

The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver or its rights to enforce such provisions in the future.

Section 7.6 - Assignment

This Agreement may not be assigned by either party without the prior written consent of the other; provided, however, that the Operator may assign its rights and obligations under this Agreement to one of its affiliates without the prior written consent of the Owner.

Section 7.7 - Access and Inspection by Owner

The Owner shall have the right to inspect the Treatment Facilities during normal business hours. An Operator representative shall be notified prior to, and shall be permitted to observe, the inspection. The Operator shall provide the Owner with access, during normal business hours and

upon reasonable prior notice, to the Operator's financial and operating records related to the Treatment Facilities for the purpose of auditing costs or verifying the Operator's performance under this Agreement.

Section 7.8 - Force Majeure

A party's performance of any obligation under this Agreement, other than an obligation to pay money, shall be excused if, and to the extent that, the party is unable to perform because of events of force majeure, which shall include, but shall not be limited to, storms, floods and other Acts of God, the acts of civil or military authority, quarantine restrictions, riots, strikes, lockouts or other labor disputes, commercial impossibility, epidemics, fires, explosions and bombings, the inability to obtain or delays in obtaining permits or other private or governmental approvals, or because of any other cause or causes beyond the reasonable control of the party seeking to be excused from performance. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause which excused performance hereunder. A party invoking this force majeure provision shall immediately give written notice to the other party.

The Owner shall be responsible for maintenance and repair costs resulting from Force Majeure.

Section 7.9 - Authority to Contract

Each party warrants and represents that it has full power and authority to enter into this Agreement and to perform its obligations, including any payment obligations, under this Agreement.

Section 7.10 - Governing Law

- (a) The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section 7.11 - Notices

All notices will be in writing and will be delivered in person or transmitted by certified mail, return receipt requested. Notices required to be given to the Operator will be addressed to:

Severn Trent Environmental Services, Inc.

Attention: Bob Maines

3810 1-55 Savannah St Exit

Jackson, MS 39284-7578

With Copy To:

The Elias Group

Attention: Dan Elias

411 Theodore Fremd Avenue

Suite 102

Rye, NY 10580

Notices required to be given to the Owner will be addressed to:

City of Clinton

P.O. Box 156

Clinton, MS 39060

With Copy To:

Pyle, Dreher, Mills & Dye

Attorneys at Law

P.O. Box 23004

Jackson, MS 39225-3004

Section 7.12 - Severability

Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

IN WITNESS WHEREOF the parties have duly executed this Amended and Restated Agreement effective as of _____.

ATTEST:

Owner:

CITY OF CLINTON, MISSISSIPPI

BY: _____

Title:

ATTEST:

SEVERN TRENT ENVIRONMENTAL
SERVICES, INC.

BY: _____

Title:

Attachment A

Definitions

"Abnormal or Biologically Toxic Material" is defined as any substance or combination of substances contained in the plant influent in sufficient concentrations so as to (i) interfere with chemical constituents of the wastewater or cause a failure to meet the discharge requirements of the Owner's NPDES permit or (ii) create effluent, sludges, or other material classified as a hazardous waste under RCRA. Abnormal or Biologically Toxic Materials include, but are not limited to, heavy metals, phenols, cyanides, pesticides, herbicides, priority pollutants as listed by USEPA, or any substance that violates the local or USEPA industrial pretreatment standards, the Sewer Use Ordinance of the Owner, or any applicable sewer use ordinance.

"Adequate Nutrients" is defined as nitrogen, phosphorus and iron contained in the wastewater influent flow received at the WWTP in such proportionate amounts relative to the minimum ratio of five (5) parts nitrogen, one (1) part phosphorus, and one half (0.5) part iron for each one hundred (100) parts BOD₅.

"Adjustment Date" shall mean each and every first day of October commencing on October 1, 2001 during the term of this Agreement.

"Baseline Conditions" is defined as the existing flow and loading conditions specified in Attachment B.

"Discharge Violation" is defined as any violation of the Effluent Requirements as defined herein.

"Effluent Requirements" is defined as the following:

Effluent Requirements BOD₅

Plant	Flow gpd	BOD5 mg/l monthly average	BOD5 mg/l max. weekly average	BOD5 lbs. monthly average	BOD5 lbs. max. weekly average
Lovett Biolac	276,000	15	22.5	35	52
Northeast Biolac	300,000	10	15	25	38
Briars Biolac	630,000	10	15	53	79
Southside WWTP	3,500,000	10	15	292	438

Effluent Requirements TSS

Plant	Flow gpd	TSS mg/l monthly average	TSS mg/l max. weekly average	TSS lbs. monthly average	TSS lbs. max. weekly average
Lovett Biolac	276,000	30	45	69	104
Northeast	300,000	30	45	75	113
Briars Biolac	630,000	30	45	157	236
Southside WWTP	3,500,000	30	45	876	1,314

Effluent Requirements NH3-N and Fecal Coliform

Plant	NH3-N	Fecal Coliform col./100mls monthly average May – Oct.	Fecal Coliform col./100 mls max. weekly average May – Oct.	Fecal Coliform col./100 mls monthly average Nov. - April	Fecal Coliform col./100 mls max. weekly average Nov. - April
Lovett Biolac	2/3	200	400	2,000	4,000
Northeast Biolac	2/3	200	400	2,000	4,000
Briars Biolac	2/3	200	400	2,000	4,000
Southside WWTP	2/3	200	400	2,000	4,000

“Expenditures for Capital Improvements and Repairs” is defined as any expenditure for equipment, major repair or replacement, or structure that significantly extends services life, represents a non-routine type of purchase, and costs \$1,500 or more.

“Treatment Facilities” is defined as all facilities (including wastewater treatment facilities and pump station/collection systems), and equipment as described in Exhibit One, together with the grounds, sewers, structures, pipes, and pumps at the sites of the said facilities. “Treatment Facilities” shall not include any sewers, under-ground pipes or other equipment located off the sites of the said facilities.

“Price Index” shall mean the Consumer Price Index for all Urban Consumers (CPI-U) for the US City Average for all Items, 1982-84=100 as published by the U.S. Department of Commerce, Bureau of Labor Statistics. In the event that the Price Index is changed, or if a substantial change is made in the terms or number of items contained in the Price Index, then, the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price

Index in effect as of the date of this Agreement had not been altered. In the event such Price Index (or a successor or a substitute index is not available, a reliable governmental or other non-partisan publication evaluating the information therefore used in determining the Price Index acceptable to both parties shall be used.

"Price Index Increase" shall mean the percentage increase in the monthly Price Index in effect on each and every Adjustment Date over the monthly Price Index in effect on October 1, 2001.

Other Definitions

Other terms defined in this Agreement have the meanings so given them.

Attachment B

Existing Flow and Loading Conditions

The Owner represents that the following are the flow and loading conditions at the Treatment Facilities during the period August 2001 to July 2006 (the "Baseline Conditions") and that the existing flow and loading conditions meet all the standards or requirements set forth in the Owner's sewer-use ordinance, meet all the standards or requirements of the Clean Water Act, as amended, and contain Adequate Nutrients, as defined in Attachment A.

Average Annual Flow and Loadings

Plant	Flow (MGD)	BOD5 (mg/l)	TSS (mg/l)
Lovett Biolac	0.250	123	251
Northeast Biolac	0.260	195	215
Briars Biolac	0.309	153	225
Southside WWTP	2.360	149	217

The foregoing Average Annual Flow and Loadings for each plant, when considered together, constitute the existing combined wastewater flow characteristics.

Exhibit One

Treatment Facilities

Wastewater Treatment Facilities located at:

Wastewater Treatment Facility	Permit Number
Lovett Biolac	MS0023230
Northeast Biolac	MS0021164
Briars Biolac	MS0047619
Southside WWTP	MS0054992

Pump Station/Collection Systems located at:

1. Kelly Drive
2. Susie Lane
3. Rosa Lane
4. Manyfield Drive
5. Lovett Drive
6. Clinton Heights
7. Industrial Park
8. Woodmoor
9. Sleephollow
10. Garaywa Road
11. Royal Oak
12. Trailwood
13. 4-Cells
14. Country Meadow
15. Olde Vineyard #1
16. Banks Road
17. Hunter Oaks
18. Parker Drive
19. Northside
20. Briars TRT Plant
21. Northeast
22. Shady Springs
23. Jostens
24. Cotten Acres
25. Wickstead Road
26. Hunters Ridge
27. Trace Ridge Pump Station
28. 100 Cotton Acres
29. 104 Lauren Lane
30. 106 Lauren Lane
31. 1659 W. Northside Drive (next to No. 3 Fire Station)

32. Soccer Row (next to Parks and Recreation Center)
33. Baseball Alley (next to Field No. 6)
34. Soccer Row (Between Fields 7&8)
35. Baseball Field No. 3
36. 604 Clinton Blvd.
37. Southside Influent
38. Bruenburg
39. Cedar Grove
40. Hobby Farms #1
41. Hobby Farms #2
42. Bentwood Drive Pump Station
43. Stonebourne No.3 Pump Station
44. 100 Warrington Pump Station
45. Soccer Row No.2 Pump Station
46. Four Plex Pump Station
47. Business Park No.1
48. Business Park No.2
49. Business Park No.3
50. Hampstead Blvd. Pump Station
51. Cambridge Cove Pump Station
52. Hammett's Crossing Pump Station

Equipment

1. Dissolved Oxygen Meter, Hach, Model No. 16046, obliterated due to placement
2. pH Meter, Fischer Scientific, Model No. 1001, Serial No. 102386
3. pH Meter, Fischer Scientific, Model No. 1003, Serial No. 301109
4. Scales, Denver Instrument Co., Model No. 100A, Serial No. 0055841
5. Furnace, Barnstead/Thermolyne, Model No. FB1315M, Serial No. 745930800477
6. Oven, Fischer Scientific, Isotemp 500 Series, Serial No. 21000268
7. Vacuum Pump, Fischer Scientific, Model No. SA55JXGTD-4144, Serial No. 0792
8. 8-Foot Utility Trailer, Vehicle Identification No. 46UF0818N1025877 (returned to City in June 2001)

Richard Broome

From: "Maines, Bob" <BMaines@stes.com>
To: <richard-broome@jam.rr.com>
Sent: Monday, November 06, 2006 5:53 PM
Attach: Clinton Contract- to City 11-06-06-draft.doc; Clinton Contract- to City 11-06-06-MARKED UP.doc
Subject: Clinton Contract

Richard,

Had not heard anything back on the definite date you planned to take the contract to the Board. In hopes there is still time, I submit the Attached to you for review. The document is exactly the same as that submitted to you 2 Fridays ago, with the following exceptions:

1. Section 2.18- I added a bullet concerning Non-Processible Wastewater", which better defines the issue of Influent entering the plants.
2. Section 3.7- I propose to remove the sentence containing "necessary Capital Improvements and Repairs within 90 days of the Effective Date of the Agreement."
3. Section 6.2- it is not appropriate for the excess liability insurance to be at \$20,000,000, so I request a reduction to \$5,000,000, which is more reasonable for the size of contract amount.
4. Sections 6.2 and 6.3- modified language for additional insured for both parties.

If this information is too late, I believe STES will be okay, but it would be preferable to modify as proposed if you are in agreement.

I have attached (1) a marked copy of the initial submittal with proposed deleted language highlighted in red and proposed additional language highlighted in green, and (2) a copy with proposed changes ready for execution. If you have any questions, please call me at 601-946-0326. I will be in the air much of the morning but can get a missed call to return between flights.

Thanks,
Bob