

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, OCTOBER 2, 2001 – 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 Fisher followed by the Pledge of Allegiance to the Flag led by Alderman Touchton.

ROLL CALL - City Clerk Wayne Derrick

Present: Jehu Brabham - Alderman-At-Large
 Tony Greer - Alderman Ward 2
 Clint Brantley - Alderman Ward 3
 Phil Fisher - Alderman Ward 4
 Herb Touchton – Alderman Ward 5
 Sharbert Lott – Alderman Ward 6
 Ken Dreher - City Attorney

Absent: Tony Hisaw – Alderman Ward 1

APPROVAL OF AGENDA ITEMS A-EE

MOTION made by Alderman Brantley and **SECONDED** by Alderman Touchton to approve Consent Agenda Items A-EE. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF RESOLUTION TO CLEAN PRIVATE PROPERTY LOCATED AT 214 DAWSON STREET

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to approve the Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 214 Dawson Street, Clinton, Mississippi, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972 as amended, and other applicable statutes and ordinances. Copy of Resolution attached. **MOTION CARRIED UNANIMOUSLY**

**CERTIFICATION OF MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR YEAR
ENDING SEPTEMBER 30, 2001**

No action taken.

**APPROVAL OF PURCHASE OF PROPERTY & CASUALTY INSURANCE COVERAGE
FOR 2001-2002**

Sam Bryson reviewed several proposals for property & casualty insurance coverage for the City for fiscal year 2001-2002. Upon recommendation by Mr. Bryson, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Brabham to purchase general coverage from 10/5/01 to 10/5/02 (all except workers compensation) and workers compensation from 10/1/01 to 10/1/02 from Zurich at an annual premium of \$239,601. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF RISK MANAGEMENT PLANS FOR CHLORINE AT THREE WELL
SITES**

Upon recommendation by Robert Richey, Utilities Manager, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Greer to approve the risk management plans for chlorine at the three well sites near Traceway Park. Filing of these plans will enable the City to begin utilizing ton containers of chlorine at these sites. The plans for the three sites will be a lump sum cost of \$7,000.00, which includes participating in one public meeting. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF CHANGE ORDER NO. 5 TO CONTRACT 1 – SOUTHSIDE SEWER
IMPROVEMENTS PROJECT**

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve change order No. 5 to Contract 1 on Southside Sewer Improvements Project. Copy of Change Order No. 5 is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO ENTER INTO AN EMPLOYEE ASSISTANCE PROGRAM AGREEMENT WITH ST. DOMINIC-JACKSON

Upon recommendation by Don Byington, Chief of Police and Darrel McQuirter, Fire Chief, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brantley to approve the City's entering into an Employee Assistance Program Agreement with St. Dominic-Jackson Memorial Hospital for services rendered to the Police and Fire Departments at an annual cost of approximately \$3,000.00 to be billed on a quarterly basis. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF LOCAL LAW ENFORCEMENT BLOCK GRANT ADVISORY BOARD

Upon recommendation by Don Byington, Chief of Police, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to approve the appointment of the following individuals to the Local Law Enforcement Block Grant Advisory Board. The formation of this Board is for the review and recommendation relative to the proposed purchase of computer equipment for the Police Department with grant funds. Funds in the amount of \$11,19.00 have been awarded to the City by the Department of Justice for the proposed purchase. **MOTION CARRIED UNANIMOUSLY**
Board members are as follows:

Rob Watras – Police Department
Bill Spell – City Prosecutor
Mike Parker – Municipal Court Judge
Gordon West – Clinton Public Schools
Benny Benford – Victory Manor

APPROVAL OF CONTRACT FOR WASTE WATER SERVICES WITH ST ENVIRONMENTAL SERVICES

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approved contract for water services with ST Environmental Services. The contract is for a 5-year period beginning October 1, 2001. Annual payments called for in the contract amount to \$393,149.00 per year. **MOTION CARRIED UNANIMOUSLY**

EXECUTIVE SESSION

Upon the recommendation of Mayor Aultman that the Board consider entering executive session for a discussion of pending litigation, a **MOTION** by Alderman Brabham was made to consider entering executive session. After a **SECOND** by Alderman Greer, the Board vote unanimously to consider entering executive session.

Upon **MOTION** by Alderman Brabham, **SECONDED** by Alderman Brantley, to enter executive session, the Board voted unanimously to enter executive session for the purposes of discussing litigation.

Prior to the Mayor and Board entering executive session, at 7:29 p.m., Alderman Lott left the meeting and did not return. In addition to the Mayor and Board of Aldermen (Alderman Hisaw being absent and Alderman Lott having left the meeting prior to entering executive session) City Attorney Ken Dreher, City Engineer Richard Broome and John McKee of AMBM were also present.

After a discussion of litigation issues, a **MOTION** to exit executive session was made by Alderman Brabham at 8:00 p.m. A **SECOND** was made by Aldermen Brantley and the Board voted unanimously to exit executive session.

MOTION TO SETTLE PENDING CLAIM WITH KEY CONSTRUCTORS

The following **MOTION** was made by Alderman Fisher with a **SECOND** by Alderman Brantley:

MOTION:

To Authorize the Mayor to settle the pending claim by Key Constructors for Parkway matters by payment of \$16,000.00 and authorize the City Attorney, at the direction of the Mayor, to execute the necessary documents to resolve the pending matters.

MOTION CARRIED UNANIMOUSLY

ADJOURN 8:05 P.M.

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

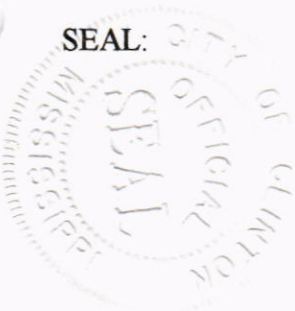
APPROVED: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

October 5, 2001
Date

ATTEST: W. Derrick
Wayne Derrick, City Clerk

10/05/2001
Date

SEAL:



CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: October 2, 2001

Agenda Item No. 7

Consent Agenda:

To:

For:

Acct. No.

Discussion/Action: Public Hearing for unkept property at 214 Dawson Street
Mr. John Whitsett

Introduced by: Gary Ward

Telephone: 924-2239

Exhibits for Review:

Minutes _____

Invoice _____

Other: _____

Ordinance _____

Plans, Maps _____

Resolution _____

Contract _____

Recommendation:

*move to clean
lot in accordance
with*

Board Action:

Motion made by: Brabham
Seconded by: Fisher

Vote Cast: "Aye""Nay"**Action Taken:**

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

absent absent

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at 214 Dawson Street, Clinton, Mississippi, and after full consideration of the matter, Alderman Brabham offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT 214 DAWSON STREET, CLINTON, MISSISSIPPI UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY §21-19-11, MISSISSIPPI CODE OF 1972, AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 214 Dawson Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanliness; and

WHEREAS, notice was given to the owner of said property as required by §21-19-11 of the Mississippi Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., October 2, 2001, at the Municipal Room of the Police and Justice Building, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanliness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of the Public Works Department is directed to take such action as appropriate under §21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

NOW BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 214 Dawson Street, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under §21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.
3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advises the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under §21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman Fisher and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the 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:	Aye
Alderman Hisaw voted:	Absent
Alderman Greer voted:	Aye
Alderman Brantley voted:	Aye
Alderman Fisher voted:	Aye
Alderman Touchton voted:	Aye
Alderman Lott voted:	Aye

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

The foregoing Resolution was approved this the 2nd day of October 2001.

CITY OF CLINTON

BY:

ROSEMARY AULTMAN, Mayor

ATTEST:

WAYNE DERRICK, City Clerk

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: October 2, 2001

Agenda Item No. 8

Consent Agenda:
For:

To:

Account:

Discussion/Action: Certification of Municipal Compliance Questionnaire for Year Ending Sept. 30, 2001

Introduced by: Wayne Derrick

Telephone:

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: _____

Recommendation:

no action

Board Action:

Motion made by: _____
Seconded by: _____

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: October 2, 2001

Agenda Item No. 8

Consent Agenda For	To
Account	

Discussion/Action: Certification of Municipal Compliance Questionnaire for Year Ending Sept. 30, 2001
Introduced by: Wayne Derrick
Telephone:

Exhibits for Review:

Minutes	Invoice	Other
Ordinance	Plans, Maps	
Resolution	Contract	

Recommendation

Board Action	Motion made by:
	Seconded by:

Vote Cast	"Aye"	"Nay"	Action Taken
Brabham			
Hissaw			
Greer			
Brantley			
Fisher			
Toucheon			
Loft			
Mayor Anthony			

Agenda items must be turned in to the City Clerk with all attachments no later than 2 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

CLINTON, MISSISSIPPI
(MUNICIPALITY)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2001

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of CLINTON, MISSISSIPPI, and, to the best of our knowledge and belief, all responses are accurate.

W. J. Smith
(City Clerk's Signature)

09/28/2001
(Date)

Rosemary J. Aultman
(Mayor's Signature)

Sept. 28, 2001
(Date)

Minute Book References:

Book Number _____

Page _____

MUNICIPAL COMPLIANCE QUESTIONNAIRE

ANSWER ALL QUESTIONS: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - GENERAL

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y
3. Are municipal records open to the public? (Section 25-61-5) Y
4. Are meetings of the board open to the public? (Section 25-41-5) Y
5. Are notices of special or recess meetings posted? (Section 25-41-13) Y
6. Are all required personnel covered by appropriate surety bonds?
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Municipal clerk (Section 21-15-38) Y
 - Deputy clerk (Section 21-15-23) Y
 - Chief of police (Section 21-21-1) Y
 - Deputy police (Section 45-5-9) (if hired under this law) Y
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 22 days of the meeting? (Section 21-15-33) Y
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y
12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II - CASH AND RELATED RECORDS

1. Where required, is a claims docket maintained? (Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Section 21-35-5) Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) N/A
11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets property tagged and accounted for? (Section 7-7-211 - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - PURCHASING AND RECEIVING

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)]
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23)

YY**PART IV - BONDS AND OTHER DEBT**

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)

YYYYY**PART V - TAXES AND OTHER RECEIPTS**

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)

YYN/AY

MUNICIPAL COMPLIANCE QUESTIONNAIRE

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y
9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: October 2, 2001

Agenda Item No. 9

Consent Agenda: For:	To: Account:
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Discussion/Action: Presentation of Property & Causality Insurance Coverage for 2001-2002	
Introduced by: Sam Bryson	Telephone:

Exhibits for Review:

Minutes: _____	Invoice: _____	Other: _____
Ordinance: _____	Plans, Maps: _____	_____
Resolution: _____	Contract: _____	_____

Recommendation:

Board Action:

Motion made by: Lott
Seconded by: Brantley

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	<u>absent</u>		
Hisaw			
Greer			
Brantley			
Fisher			
Touchton			
Lott	<u>✓</u>		
Mayor Aultman			

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CITY OF CLINTON
CLINTON, MISSISSIPPI 39060
601-924-5462
FAX # 601-925-4605

M E M O R A N D U M

DATE: September 27, 2001

TO: Mayor and Board

FROM: Wayne Derrick *Wayne*

SUBJECT: Property, Casualty and Workers Compensation Insurance Coverages for 2001-2002

The general insurance markets implemented premium increases on most of their lines of coverage during this past year. These increases can be identified on the attached comparison schedule submitted by Bryson Insurance for the 2001-2002 fiscal year.

We have had coverages for the City's insurance needs with Zurich for the past three years and they to continue to maintain their competitiveness for this policy year.

The total bid submitted by St. Paul is \$1,548 less than that submitted by Zurich, but there are economic advantages in continuing with Zurich. They are:

1. The changeover will require administrative time on behalf of the City to furnish and update information required by any new carrier;
2. Zurich offers periodic safety training seminars on risk management relative to liability and workers compensation which are attended by various department managers; and
3. New vehicles purchased during the year are added to our insured list and no premium.

I recommend that we continue with Zurich for this fiscal year as does Sam Bryson.

BOARD APPROVED**BRYSON**
INSURANCE AND FINANCIAL SOLUTIONS**Premium Comparison****Insured:** CITY OF CLINTON**Insurer:** Zurich (Recommended Carrier)Policy Term: 10/5/01 to 10/5/02 (All coverages except workers compensation)
10/1/01 to 10/1/02 (Workers Compensation)

COVERAGE	2000/2001 Zurich	2001/2002 Zurich
Auto	41,980	52,582
General Liability	39,654	41,133
Law Enforcement	35,241	39,143
Public Officials	10,021	11,069
Employment Practices Liability	9,087	10,967
Property	7,016	8,351
Workers Comp	70,692	78,088
TOTAL	213,691	241,603

COVERAGE	St. Paul	C.N.A.	Millenium	*Trident	**Coregis
Auto	52,360			N/A	N/A
General Liability	41,430			N/A	N/A
Law Enforcement	11,492			N/A	N/A
Public Officials	12,217			N/A	N/A
Employment Practices Liability	Included			N/A	N/A
Property	8,556			N/A	N/A
Workers Comp	114,000	148,000	114,000	N/A	N/A
TOTAL	240,055	148,000	114,000	N/A	N/A

*Trident informed us that their carrier would be surplus lines, a non-admitted carrier.

**Coregis could not be competitive.

BOARD APPROVED
CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: October 2 , 2001

Agenda Item No. 10

Consent Agenda: **To:**

For: discussion/action of Risk Management Plans for chlorine at three (3) well sites to utilize ton containers of chlorine at sites.

Acct. No. 400-650-593

Introduced by: Robert Ritchey, Utilities Manager

Telephone: 924-2239

Exhibits for Review:

Minutes _____	Invoice _____	Other: _____
Ordinance _____	Plans, Maps _____	_____
Resolution _____	Contract _____	_____

Recommendation:

Board Action:

Motion made by: Brantley
Seconded by: Greer

<u>Vote Cast:</u>	<u>"Aye"</u>	<u>"Nay"</u>	<u>Action Taken:</u>
Brabham		_____	_____
Hisaw	absent absent	_____	_____
Greer		_____	_____
Brantley		_____	_____
Fisher		_____	_____
Touchton		_____	_____
Lott		_____	_____
Mayor Aultman		_____	_____

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BOARD APPROVED

WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

PRINCIPALS
Charles H. Williford, P.E., P.L.S.
Gregory A. Gearhart, P.E.
Jeffery T. Knight, P.E.
Billy W. Owen, P.E.
Michael K. McKenzie, P.E.

September 20, 2001

Robert L. Ritchey, III, Utilities Manager
Public Works Department
City of Clinton
P. O. Box 156
Clinton, MS 39060

Re: City of Clinton
Risk Management Plans
WGK #P01-245

Dear Rob:

We have taken the information you furnished and developed an estimated cost for providing the Risk Management Plans for chlorine at the three well sites near Traceway Park. Filing of these plans will enable you to begin utilizing ton containers of chlorine at these sites, reducing your chemical and operating costs. We can prepare the plans for the three sites for a lump-sum cost of \$7,000, which includes participating in one public meeting. Since the zone of influence or "distance to toxic end point" extends into the City of Jackson, additional coordination meetings and public meetings may be required, and would be considered Additional Services at our hourly rates.

Thank you for this opportunity to be of assistance. Should you have any questions or need any information, please do not hesitate to call.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.

Gregory A. Gearhart, P. E.
Principal

GAG/sdh

400-650-593
APPROVED
Jim Ben
SEP 24 2001
City of Clinton
Public Works Dept.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: October 2, 2001

Agenda Item No. 11

Consent Agenda:
For:

To:

Account No.

Discussion/Action: Change Order No. 5 to Contract 1 – Southside Project

Introduced by: City Engineer, Richard Broome

Telephone No.

Exhibits for Review:

Minutes: _____

Invoice: _____

Other: _____

Ordinance: _____

Plans, Maps: _____

Resolution: _____

Contract: _____

Recommendation:

Board Action:

Motion made by:

Seconded by:

Touchton
Lott

Vote Cast:

“Aye”:

“Nay”:

Action Taken:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

about

Agenda items must be turned in to the City Clerk with all attachments no later than 5 PM on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

DWIL

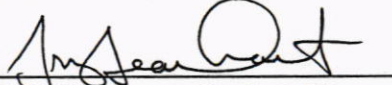
CONTRACT CHANGE ORDER

OWNER:	City of Clinton, Mississippi		
CONTRACTOR:	Hemphill Construction Co., Inc., P.O. Drawer 879, Clinton, MS 39056		
DATE:	September 23, 2001	SRF No.	C280 805- 02
CHANGE ORDER NUMBER:	5	CONTRACT NUMBER:	1
PROJECT NAME:	Southside Sewer Improvements		
REASON FOR CHANGE:	To include a segment of 18" sanitary sewer to connect an existing pump station serving Bruenburg Subdivision to the 3.0 MGD pump station.		

Item No.	Description of Change(s) (Quantities, Etc.)	Unit Qty.	Unit	Unit Price	Total Cost
61F	Mobilization	1	L.S.	3,000.00	\$3,000.00
61G	18" Sanitary Sewer SDR 26 (6-8 ft)	271	L.F.	26.00	\$7,046.00
61H	18" Sanitary Sewer SDR 26 (8-10 ft)	406	L.F.	27.00	\$10,962.00
61I	18" Sanitary Sewer SDR 26 (10-12 ft)	10	L.F.	28.00	\$280.00
61J	18" Sanitary Sewer SDR 26 (12-14 ft)	3	L.F.	30.00	\$90.00
61K	48" Sanitary Sewer Manhole (0-8 ft)	1	E.A.	2,600.00	\$2,600.00
61L	48" Sanitary Sewer Manhole Riser	9	V.F.	200.00	\$1,800.00
61M	Connection to Existing Manhole	2	E.A.	1,500.00	\$3,000
TOTAL CONTRACT CHANGE					\$28,778.00
				TOTAL	TOTAL COST
ORIGINAL CONTRACT AMOUNT: (As Bid)					3,537,108.50
CURRENT CONTRACT AMOUNT:					3,600,570.77
THIS CONTRACT CHANGE:					\$28,778.00
REVISED CONTRACT AMOUNT:					3,629,348.77
CURRENT CONTRACT COMPLETION DATE:					Nov. 12, 2001
TIME EXTENSION REQUIRED BY CHANGE:					0 Days
REVISED CONTRACT COMPLETION DATE:					Nov. 12, 2001

THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE ABOVE REFERENCED CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:


ENGINEER: Gregory Gearhart, P.E.

9/25/01

DATE

ACCEPTED BY:

CONTRACTOR: G. Lynn Guthrie

DATE

APPROVED BY:

OWNER: Rosemary Aultman, Mayor

DATE

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 2001

AGENDA ITEM NO. 12

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Enter into an Employee Assistance Program Agreement with St. Dominic-Jackson

Memorial Hospital at a yearly cost of ~~\$1,500.00~~ ^{3,000.00} dollars to be billed on a quarterly basis.

INTRODUCED BY: Don Byington

TELEPHONE: 924-5252

EXHIBITS FOR REVIEW:

Minutes _____
Ordinance _____
Resolution _____

Invoice _____
Plans, Maps _____
Contract _____

Other _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham _____
Hisaw _____
DePries *Greer* _____
Brantley _____
Fisher _____
Touchton _____
Lott _____

absent

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.

EMPLOYEE ASSISTANCE PROGRAM AGREEMENT

This Employee Assistance Program Agreement ("Agreement") is entered into this the 1st day of October 2001, between St. Dominic – Jackson Memorial Hospital ("St. Dominic") and City of Clinton.

RECITALS

- A. WHEREAS, City of Clinton desires to engage St. Dominic to establish an Employee Assistance Program ("EAP") for the employees of Clinton Police Department ("CPD") and Clinton Fire Department (CFD") and their immediate family members;
- B. WHEREAS, St. Dominic desires to provide EAP services to and promote the behavioral health of the employees of CPD and CFD and their immediate family members;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, St. Dominic and the City of Clinton agree as follows:

- 1. EAP SERVICES - St. Dominic shall provide the following EAP services:
 - a. Service Areas, Assessment – Service areas addressed by St. Dominic Behavioral Health Services include, but are not limited to, twenty-four hour crisis intervention, work related stress, chemical dependency treatment, depression, anxiety disorders/stress management, marital/family conflict, grief, divorce, co-dependency, support groups and after care. Services also include comprehensive psychological testing for children and adults, including intellectual

testing, emotional and behavioral assessments, testing for attention deficit/hyperactivity disorder and learning disorders, and personality and neuropsychological testing. Testing, specified by CPD and CFD, shall be provided for, but not limited to, personnel selection as well as evaluation and promotion of existing CPD and CFD personnel. The initial consultation between the employees and the therapist will determine the therapy required for the employee, and all services will be provided by a master's or Ph.D. level clinician and supervised by a licensed psychologist.

St. Dominic will assist the employee in obtaining services which are not provided, such as inpatient psychiatric, or drug and alcohol treatment. St. Dominic will work with employees in identifying a provider within the employee's health/medical insurance provider panel.

b. Timing of Services – Same day or next working day appointments shall be available for non –emergency assessments and twenty-four hour emergency services shall be available. There shall be no waiting list for EAP services.

c. Training Sessions for Managers – The St. Dominic EAP staff will conduct training sessions with CPD and CFD managers to help them develop skills to identify employees having job performance difficulties which may be addressed by St. Dominic. Additional

training sessions will be planned and conducted as determined by St. Dominic when a specified need relevant to the employer is identified.

d. Educational Seminars – St. Dominic will provide ongoing educational seminars covering various topics such as stress management, chemical dependency, co-dependency, depression, anxiety, child/adolescent behavior issues, marital conflict and other topics. For employees with family, emotional or addiction problems, seminars may provide a means of awareness and early intervention.

e. Reports – St. Dominic will provide to the CPD and CFD utilization reports of the EAP services provided by St. Dominic. The reports shall be provided on a quarterly basis or as specified by CPD and CFD. CPD and CFD will also be notified of employee treatment compliance for mandatory referrals with a signed consent by the employee.

2. ELIGIBILITY – Employees of CPD and CFD and their immediate family members shall be eligible for ten 50 minute EAP sessions per family member per issue. In addition, up to four supervisory training sessions and up to four employee seminars will be made available to CPD and CFD.

3. COST – The City shall pay St. Dominic three thousand dollars annually (\$3,000.00) to provide services for the employees and families of the CPD and CFD.

4. INDEPENDENT CONTRACTOR – Both St. Dominic and City of Clinton agree that St. Dominic will act as an independent contractor in the performance of its duties under this agreement.
5. TERMINATION – The term of this Agreement shall be one (1) year, commencing on October 1, 2001 and shall automatically renew for successive one (1) year periods until terminated as hereunder provided. Notwithstanding anything herein to the contrary, either party may terminate this Agreement without cause and without liability for termination upon thirty (30) days written notice to the other party.
6. MISCELLANEOUS -
 - a. If any provision of this Agreement is held invalid, illegal, or unenforceable under applicable law, the remainder of this Agreement shall remain valid and enforceable. It is the intention of the parties that if any provision is held to be illegal, invalid, or unenforceable, there will be added, in lieu thereof, a legal, valid and enforceable provision as similar in terms to such provision as is possible.
 - b. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter herein and supersede all previous written or oral negotiations, commitments and writings.
 - c. If any party to this agreement, or the successors or assigns of any party, finds it necessary to take any action to enforce any provision hereof or to collect damages of any kind for breach of this Agreement, the prevailing party will be entitled to recover from the

losing party its reasonable court costs and expenses arising out of or incurred by reason of the action including, but not limited to, reasonable attorney's fees.

d. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

e. This Agreement may be amended only in writing executed by the parties hereto.

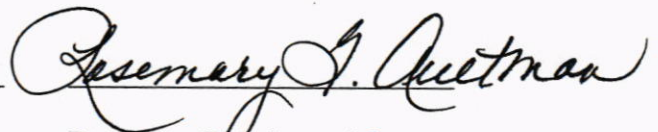
f. This Agreement will inure to the benefit of and bind the respective successors of the parties hereto. This Agreement shall not be assigned in whole or in part by any party.

g. This Agreement shall be construed and interpreted in accordance with the laws of the State of Mississippi.

ST. DOMINIC-JACKSON MEMORIAL HOSPITAL

CITY OF CLINTON

Claude W. Harbarger, FACHE, President


Rosemary G. Aultman, Mayor

Date: _____

Date: October 5, 2001

ALDERMEN
Tony Hisaw
Ward One
Tony M. Greer
Ward Two
Clint Brantley
Ward Three
Phil Fisher
Ward Four

City of Clinton Mississippi

Rosemary Aultman, Mayor

ALDERMEN
Herb Touchton
Ward Five
Sharbert K. Lott
Ward Six
Jehu Brabham
Alderman-At-Large
W. Wayne Derrick
City Clerk

October 5, 2001

St. Dominic-Jackson Memorial Hospital
969 Lakeland Drive
Jackson, MS 39216
Attn: Ed Egger

Dear Mr. Egger:

Enclosed are the 2- signed copies of the Employee Assistance Program Agreement that you requested.

If I can be of further assistance, please give me a call at 601-924-5462.

Sincerely,



Carol Warren
Deputy City Clerk

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 2, 2001

AGENDA ITEM NO. 13

CONSENT AGENDA: _____ TO: _____

FOR: _____

ACCT. NO. _____

DISCUSSION/ACTION: Establishment of Local Law Enforcement Block Grant (LLEBG) Advisory Board.

LLEBG advisory board to discuss the proposed purchase of computer equipment for the Police Department with grant funds (\$11,196.00). Board to consist of Rob Watras, Police Department, Bill Spell, City Prosecutor, Mike Parker,

Municipal Court, Gordon West, Clinton Public Schools, and Billy Benford, Victory Manor.

INTRODUCED BY: Don Byington DB TELEPHONE: 924-5252

EXHIBITS FOR REVIEW:

Minutes _____	Invoice _____	Other _____
Ordinance _____	Plans, Maps _____	_____
Resolution _____	Contract _____	_____

RECOMMENDATION: _____

BOARD ACTION: _____

MOTION MADE BY: Greer

SECONDED BY: Brabham

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

Brabham	<u>ayes</u>	_____	_____
Hisaw	_____	_____	_____
DePriest <u>greer</u>	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____

Mayor Aultman _____

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

BOARD APPROVED



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of the Director

Washington, D.C. 20531

August 30, 2001

Mrs. Aultman
Mayor, Clinton City
PO Box 156
Clinton, MS 39060-0156

RE: Fiscal Year 2001 Local Law Enforcement Block Grants Program

Dear Mrs. Aultman:

I am pleased to inform you that I have approved the application for funding under the Bureau of Justice Assistance's (BJA) Fiscal Year 2001 Local Law Enforcement Block Grants (LLEBG) Program in the amount of \$11,196 for Clinton City. The purpose of the LLEBG Program is to reduce crime and improve public safety. This Block Grant Award may be used for any of the purpose areas described in the statute.

Enclosed you will find the Grant Award and Special Conditions documents. If you have any programmatic questions regarding this award, please contact BJA's State and Local Assistance Division at (202) 514-6638. In addition, all financial questions regarding this award should be directed to the Office of the Comptroller, Customer Service Division at (800) 458-0786.

I look forward to a continuing partnership with Clinton City in furtherance of this important criminal justice program.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Richard H. Ward, III".

Richard H. Ward, III
Acting Director

Attachments



U.S. Department of Justice

Office of Justice Programs

Office for Civil Rights

Washington, D.C. 20531

August 30, 2001

Mrs. Aultman
Mayor, Clinton City
PO Box 156
Clinton, MS 39060-0156

Dear Grant Recipient:

Congratulations on your recent award. Because you have submitted Certified Assurances that your agency is in compliance with applicable civil rights laws, this office has determined that you have met this requirement in the Department of Justice regulations governing recipients of Federal financial assistance (see 28 C.F.R. sec. 42.204, Applicants' Obligations). As Director of the Office for Civil Rights (OCR), Office of Justice Programs, I would like to offer you my assistance in completing the conditions of these Assurances, specifically Nos. 13, 14, and 15, as the grant goes forward.

As you know, equal opportunity for the participation of women and minority individuals in employment and services provided under programs and activities receiving Federal financial assistance is required by law. Therefore, if there has been a federal or state court or administrative agency finding of discrimination against your agency, please forward a copy of such order or consent decree, as required by Assurance No. 14, to OCR at the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Room 5107, Washington, D.C. 20531.

Additional Instructions For Grantees Receiving \$500,000 Or More:

1. In accordance with Assurance No. 15, each grantee that receives \$500,000 or more (or \$1,000,000 in an 18- month period), and has 50 or more employees, must **submit** an Equal Employment Opportunity Plan (EEOP) within 60 days from the date of this letter to OCR at the above address. ¹
2. Alternatively, the grantee may choose to complete an EEOP Short Form, in lieu of sending its own comprehensive EEOP, and return it to OCR within 60 days of the date of this letter. This easy-to-follow EEOP Short Form reduces paperwork and preparation time considerably and will ensure a quicker OCR review and approval. The enclosed Seven-Step Guide to the Design and Development of an EEOP (which includes an EEOP Short Form) will assist you in completing this requirement.
3. Please be reminded that the above requirements apply to primary grantees and to each of their subgrantees or contractors that meet the criteria outlined in this letter. Therefore, all primary grantees should apprise subgrantees of these responsibilities and those meeting the criteria should send their EEOPs or EEOP Short Forms directly to the Office for Civil Rights within 60 days of the date of their award.

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return **applicable** portion of Certification Form to OCR within 60 days.

PURSUANT TO THE SPECIAL CONDITION REGARDING EEOPs GOVERNING THIS AWARD, RECIPIENT ACKNOWLEDGES THAT FAILURE TO SUBMIT AN ACCEPTABLE EEOP IS A VIOLATION OF ITS CERTIFIED ASSURANCES AND MAY RESULT IN SUSPENSION OF DRAWDOWN OF FUNDS UNTIL EEOP HAS BEEN APPROVED BY THE OFFICE FOR CIVIL RIGHTS.

Additional Instructions For Grantees Receiving \$25,000 Or More, But Under \$500,000:

4. Pursuant to Department of Justice regulations, each grantee that receives \$25,000 or more and has 50 or more employees is required to maintain an Equal Employment Opportunity Plan (EEOP) on file for review by OCR upon request. (However, if the grantee is awarded \$1,000,000 in an eighteen (18) month period, it must submit an acceptable EEOP to OCR.) Please complete the applicable section of the attached Certification Form and return it to OCR within 60 days of the date of this letter.

NOTE: If agency has under 50 employees, regardless of amount of award, no EEOP is required; however, grantee must return **applicable** portion of Certification Form to OCR within 60 days.

¹ If you have already submitted an EEOP as part of another award from the Office of Justice Programs (OJP) or the Office of Community Oriented Policing Services (COPS) within this grant period, or if you have certified that no EEOP is required, it is not necessary for you to submit another at this time. Simply send a copy of the letter you received from OCR showing that your EEOP or certification is acceptable.

Additional Instructions For Grantees Receiving Under \$25,000:

5. A recipient of under \$25,000 is not required to maintain or submit an Equal Employment Opportunity Plan (EEO Plan) in accordance with Assurance No. 15. No Certification is required.

Instructions for All Grantees:

6. In addition, **all recipients, regardless of their type, the monetary amount awarded, or the number of employees in their workforce**, are subject to the prohibitions against discrimination in any funded program or activity. Therefore, OCR investigates complaints by individuals or groups alleging discrimination by a recipient of OJP funding; and may require all recipients, through selected compliance reviews, to submit data to ensure their services are delivered in an equitable manner to all segments of the service population and their employment practices are in compliance with equal employment opportunity requirements.²

If you have any questions, please call OCR at (202) 307-0690. Additional information and technical assistance on the civil rights obligations of grantees can be found at: <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Acting Director, Office for Civil Rights

cc: Grant Manager
Financial Analyst

² The employment practices of certain Indian Tribes are not covered by Title VII of the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e.

BOARD APPROVED

 U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS ☐ OJP ☒ BJA ☐ OJJDP ☐ BJS ☐ NIJ ☐ OVC CHECK APPROPRIATE BOX		AWARD ☒ GRANT ☐ COOPERATIVE AGREEMENT		PAGE 1 OF 5															
1. GRANTEE NAME AND ADDRESS (Including Zip Code) Clinton City PO Box 156 Clinton, MS 39060-0156			4. AWARD NUMBER: 2001-LB-BX-4222																
1A. GRANTEE IRS/VENDOR NO. 646001260			5. PROJECT PERIOD: FROM 10/01/2000 TO 09/30/2002 BUDGET PERIOD: FROM 10/01/2000 TO 09/30/2002																
2. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)			8. SUPPLEMENT NUMBER																
2A. SUBGRANTEE IRS/VENDOR NO.			7. ACTION ☒ Initial ☐ Supplemental																
3. PROJECT TITLE FY 2001 Local Law Enforcement Block Grants			9. PREVIOUS AWARD AMOUNT \$0.00																
10. AMOUNT OF THIS AWARD \$11,196			11. TOTAL AWARD \$11,196																
12. SPECIAL CONDITIONS (Check, if applicable) ☒ THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED 4 PAGES																			
13. STATUTORY AUTHORITY FOR GRANT ☐ TITLE 1 OF THE OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968. 42 U.S.C. 3701, ET. SEQ., AS AMENDED ☐ TITLE 2 OF THE JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT OF 1974 42 U.S.C. 5601, ET. SEQ., AS AMENDED ☐ VICTIMS OF CRIME ACT OF 1984, 42 U.S.C. 10601, ET. SEQ., PUBLIC LAW 98-473, AS AMENDED ☒ OTHER (Specify): Fiscal Year 2001, Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act (Pub. L. No. 106-553)																			
14. FUTURE FISCAL YEAR(S) SUPPORT: SECOND YEAR'S BUDGET PERIOD: N/A AMOUNT OF FUNDS: N/A TYPE OF FUNDS: _____ THIRD YEAR'S BUDGET PERIOD: N/A AMOUNT OF FUNDS: N/A TYPE OF FUNDS: _____																			
15. METHOD OF PAYMENT THE GRANTEE WILL RECEIVE CASH VIA A LETTER OF CREDIT ☐ YES ☒ NO																			
AGENCY APPROVAL			GRANTEE ACCEPTANCE																
16. TYPED NAME AND TITLE OF APPROVING OJP OFFICIAL Richard H. Ward, III Acting Director Bureau of Justice Assistance			18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Rosemary Aultman Mayor																
17. SIGNATURE OF APPROVING OJP OFFICIAL 			19. SIGNATURE OF AUTHORIZED GRANTEE		19A. DATE														
AGENCY USE ONLY																			
20. ACCOUNTING CLASSIFICATION CODES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>OF.C.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>LI</td> <td>80</td> <td>00</td> <td>00</td> <td>—</td> </tr> </tbody> </table>				FISCAL YEAR	FUND CODE	BUD. ACT.	OF.C.	DIV. REG.	SUB.	POMS	X	B	LI	80	00	00	—	21. L18M14 L101U04222	
FISCAL YEAR	FUND CODE	BUD. ACT.	OF.C.	DIV. REG.	SUB.	POMS													
X	B	LI	80	00	00	—													

OJP FORM 4000-2 (REV. 587) PREVIOUS EDITIONS ARE OBSOLETE

BOARD APPROVED

	U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS	AWARD CONTINUATION SHEET	PAGE 2 OF 5
	☐ OJP ☒ BJA ☐ OJDP ☐ BJS ☐ NIJ ☐ OVC	☒ GRANT ☐ COOPERATIVE AGREEMENT	
CHECK APPROPRIATE BOX			
PROJECT NUMBER: 2001-LB-BX-4222		AWARD DATE 08/30/2001	
SPECIAL CONDITIONS 1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. 2. The recipient agrees to comply with the organizational audit requirements of OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP's Financial Guide, Chapter 19. 3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 CFR 42.302), that is approved by the Office of Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance. 4. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds, pursuant to section 101(g) of H.R. 728, 104th Cong. (1995). 5. The recipient shall submit one copy of all reports and proposed publications resulting from this agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.) "This project was supported by Grant No. 2001-LB-BX-4222 awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." 6. The recipient agrees to provide information required for any national evaluation conducted by the U.S. Department of Justice. 7. The recipient agrees, if the funds are used for the hiring and employing of new, additional law enforcement officers and/or support personnel, as described in the applicable purpose area of Subpart A section 101(a)(2) of H.R. 728, 104th Cong. (1995), that the recipient unit of local government will achieve a net gain in the number of law enforcement officers who perform non-administrative public safety service. If the funds are used for the hiring and employing of new, additional law enforcement officers and/or support personnel, the unit of local government will establish procedures to give members of the Armed Forces who, on or after October 1, 1990, were or are selected for involuntary separation (as described in section 1141 of Title 10, United States Code), approved for separation under section 1174a or 1175 of such title, or retired pursuant to the authority provided under section 4403 of the Defense Conversion, Reinvestment, and Transition Assistance Act of 1992 (division D of Public Law 102-484; 10 U.S.C. 1923 note), a suitable preference in the employment of persons as additional law enforcement officers or support personnel.			

OJP FORM 4000/2 (REV. 587) PREVIOUS EDITIONS ARE OBSOLETE

BOARD APPROVED

	U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS	AWARD CONTINUATION SHEET	PAGE 3 OF 5
	☐ OJP ☒ BJA ☐ OJDP ☐ BJS ☐ NIJ ☐ OVC CHECK APPROPRIATE BOX	☒ GRANT ☐ COOPERATIVE AGREEMENT	
PROJECT NUMBER: 2001-LB-BX-4222		AWARD DATE 08/30/2001	
SPECIAL CONDITIONS CONTINUED 8. The recipient agrees this award document constitutes the obligation of federal funds for use by the recipient in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the recipient fails to affirm its timely utilization of the award by accepting the award and special conditions within 45 calendar days from the date of award. 9. The recipient agrees to submit the Request for Drawdown via the Internet system within 90 calendar days from the date of award, or to have all funds deobligated for redistribution during the next funding cycle. 10. The recipient agrees to one 24 month obligation and expenditure period, as established at the approval of the Request for Drawdown. All funds must be expended by the end of this 24 month period with no exceptions. 11. The recipient is required to establish a trust fund account. This fund may not be used to pay debts incurred by other activities beyond the scope of the Local Law Enforcement Block Grants Program. The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the 24 month period. Grant funds (including any interest earned) not expended by the end of the 24 month period must be returned to the Bureau of Justice Assistance (BJA) by the end of the 27th month, along with the final submission of the Financial Status Report (SF-269A). 12. The recipient agrees to submit one final progress report via the Internet system at the end of the 24 month obligation and expenditure period. 13. The recipient agrees, if funds are used by the recipient or subrecipient for enhancing security, that the recipient or subrecipient - - (a) has an adequate process to assess the impact of any enhancement of a school security measure that is undertaken under subparagraph (B) of section 101(a)(2), on the incidence of crime in the geographic area where the enhancement is undertaken; (b) will conduct such an assessment with respect to each such enhancement; and, (c) will submit to the Bureau of Justice Assistance (BJA) an annual assessment report via the Internet system.			

OJP FORM 4000-2 (REV. 587) PREVIOUS EDITIONS ARE OBSOLETE

	U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS ☐ OJP ☒ BJA ☐ OJDP ☐ BJS ☐ NIJ ☐ OVC CHECK APPROPRIATE BOX	AWARD CONTINUATION SHEET ☒ GRANT ☐ COOPERATIVE AGREEMENT	PAGE 4 OF 5
PROJECT NUMBER: 2001-LB-BX-4222		AWARD DATE 08/30/2001	
SPECIAL CONDITIONS CONTINUED			
14. The recipient agrees to comply with 28 CFR Part 23 if federal funds are used to support Criminal Intelligence Systems. 15. The recipient agrees to assist BJA in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the recipient or by a subrecipient. Accordingly, prior to obligating grant funds, the recipient agrees to first determine if any of the following activities will be related to the use of the grant funds. The recipient understands that this special condition applies to its following new activities, whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are: 1. New construction; 2. Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; 3. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and, 4. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments. Application of This Special Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipient's existing programs or activities that will be funded with these grant funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity. 16. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.ojp.usdoj.gov/ec/states.htm 17. The recipient agrees to provide and expend a 10 percent cash match (calculated as 1/9 of the federal award amount) before the end of the 24 month obligation and expenditure period. The recipient is reminded that the matching funds are auditable under Special Condition #2 and will be binding to the recipient.			

BOARD APPROVED

	U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS	AWARD CONTINUATION SHEET	PAGE 5 OF 5
	☐ OJP ☒ BJA ☐ OJJDP ☐ BJS ☐ NIJ ☐ OVC CHECK APPROPRIATE BOX	☒ GRANT ☐ COOPERATIVE AGREEMENT	
PROJECT NUMBER: 2001-LB-BX-4222		AWARD DATE 08/30/2001	
SPECIAL CONDITIONS CONTINUED 18. The recipient agrees that prior to the obligation or expenditure of any LLEBG funds, at least one (1) public hearing will be held regarding the proposed use(s) of the grant funds. The recipient must also provide verification to BJA, via the Internet system, of the public hearing. At the hearing, persons shall be given an opportunity to provide written and oral views to the recipient on the proposed use(s) of the grant funds. The recipient will hold the public hearing at a time and place that allows and encourages public attendance and participation. The recipient may not request a drawdown of funds until these requirements are met and the formal budget allocations are adopted by the recipient. 19. The recipient agrees that prior to the obligation or expenditure of any LLEBG funds, a previously designated or newly established advisory board will meet to discuss the proposed use(s) of the grant funds. The recipient will designate the advisory board to make nonbinding recommendations on the use(s) of funds under the LLEBG Program. Membership on the advisory board must include a representative from the following, though it may be broader: a) the local police department or sheriff's department; b) the local prosecutor's office; c) the local court system; d) the local school system; and, e) a local nonprofit, educational, religious, or community group active in crime prevention or drug use prevention or treatment. The recipient may not request a drawdown of funds until these requirements are met and the formal budget allocations are adopted by the recipient. 20. The recipient has certified it is in compliance with the Public Safety Officers' Health Benefits Provision of the Fiscal Year 2001, Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act (Pub. L. No. 106-553) and agrees to remain in compliance during the life of the grant. This provision requires that the unit of local government which employs a public safety officer (as defined by section 1204 of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended) to afford such public safety officer who retires or is separated from service due to injury suffered as a direct and proximate result of a personal injury sustained in the line of duty while responding to an emergency situation or hot pursuit (as such terms are defined by State law) with the same or better level of health insurance benefits at the time of retirement or separation as the officer received while on duty. If the recipient demonstrates noncompliance during the life of the grant, 10 percent of the award amount must be returned to BJA. 21. The recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. The recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.			

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: October 2, 2001

Agenda Item No. 14

Consent Agenda: For:	To: Account: various
-------------------------	-----------------------------

Discussion/Action: Proposed Contract for Waste Water Services with ST Environmental Services	
Introduced by: Richard Broome	Telephone:

Exhibits for Review:

\$393,149 per year

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: _____
Authorize Richard

Recommendation:

Board Action:

Motion made by: Brabham
Seconded by: Greer

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	<i>attent</i>		
Hisaw			
Greer			
Brantley			
Fisher			
Touchton			
Lott			
Mayor Aultman			

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

9/18/01

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, 2001

Final Draft
9/24/01

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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 this ____ day of _____ 2001, to be effective October 1, 2001, 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 (hereafter, 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 it's authorized agent to manage, operate and maintain the Treatment Facilities, which are owned and controlled by the Owner. Each party hereto agrees that it will cooperate in good faith with the other, 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 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 (hereinafter, the "Scope of Service"):

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 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 not exceed the following characteristics:

Treatment Facility	Permit Number	Average Over 30 Day Period (Gallons Per Day)
Lovett	MS0023230	276,000
Southwest	MS0045896	600,000
Northwest	MS0021164	300,000
Briars (Biolac)	MS0047619	630,000
South Central Lagoon (Jostens)	MS0021199	519,000
Southside	MS0054992	3,500,000

The Southwest Bio Lac and South Central Lagoon NPDES permits shall remain in effect for a period following the start-up of the Southside Plant until such time the contents of these facilities are drawn down to a level acceptable to provide storm-water equalization. At that time, as mutually agreed upon by Owner, Operator and the Mississippi Department of Environmental Quality, wastewater treatment activities shall cease at the Southwest Bio Lac and the South Central Lagoon; and the NPDES permits shall be allowed to expire. Once these Facilities are designated as flow equalization only, Operator shall maintain the equipment and grounds; but all testing, not required by the Ms DEQ shall cease.

Provided, further, however, that at all times loading for the respective Treatment Facilities shall not exceed the following levels:

Treatment Facility	Permit Number	BOD₅ lbs/day	TSS lbs/day
Lovett	MS0023230	461	461
Southwest	MS0045896	1001	1001
Northeast	MS0021164	500	500
Briars (Biolac)	MS0047619	1051	1051
South Central Lagoon (Jostens)	MS0021199	866	866
Southside	MS0054992	6,422	5,838

In the event that influent flows or loadings 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 the Treatment Facilities, 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 the Treatment Facilities. If such Abnormal or Biological Toxic Material cannot be treated or removed using the processes and equipment provided at the Treatment Facilities, 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 Facilities 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 the Treatment Facilities, and in the event that Discharge Violations, as defined in Attachment A, occur 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 Facilities 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 for that contract year.

Section 2.2 – Disposal of Process Residue

As the authorized agent for the Owner, the Operator shall arrange for disposal of screenings, grit and wastewater sludges ("Process Residue") at the locations designated by the Owner. Title and Ownership of Process Residue shall remain with the Owner notwithstanding such services by the Operator. The parties acknowledge that sludge is currently being pumped into sludge holding lagoons, where it is held for a period of time until it is removed and disposed of. Removal and disposal are the responsibility of the Owner. The Operator shall be responsible for management of sludge removal and disposal. 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 sludge from the holding lagoons. The Owner shall approve all costs associated with the removal and disposal of sludge. Prior to that time it is determined sludge removal and disposal are 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 the sludge from the holding lagoons. Should the Owner desire for the Operator to remove and dispose of sludge, 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 Analysis

The Operator shall perform the sampling and laboratory analysis required by the Owner's NPDES permit as well as that necessary for process control. Laboratory procedures and analysis shall conform to the then current edition of Standard Methods for the Examination of Water and Wastewater or be in accordance with 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 and assist the Owner in submitting such results to all regulatory agencies requiring the reporting of such results.

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 relating 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.

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 and QC 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. This system provides detail 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 building and grounds janitorial services for the Treatment Facilities and to 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 provisions for a Repair and Replacement Program set forth in Article V and for the Owner's responsibilities set forth in Article III. 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 and shall include 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, to include weed maintenance on the fence line. This does not include any grounds maintenance at the abandoned Southeast Lagoon nor any area east of the top of the east berm at the Southwest Bio Lac. includes areas surrounding air headers, mooring posts, chain assembly cables, above ground electrical conduit and cables, above ground influent structures, splitter boxes, vales and valve boxes, sidewalks, and areas surrounding ultra-violet disinfection systems.

- (b) Wastewater Pump Stations: Areas within the fences surrounding the pump stations and 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 days per week, eight hours per day. Personnel shall also be on call 24 hours per day, seven days per week. The Operator shall respond to call-outs within one 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 coordination with the Owner. |
| • (1) Administrative Assistant | Responsible to assist the Project Manager in the project administration, perform process control laboratory testing and operations. |
| • (1) Maintenance Technicians | Qualified person to perform and supervise mechanical/ electrical functions at the Facilities and insure all preventive and corrective maintenance functions are performed. |
| • (2) Maintenance Technicians | Qualified personnel 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. |
| • (1) Plant Assistant | Perform all building and grounds maintenance at all Facilities. |

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 not be 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 existing security devices. Any losses or other liabilities resulting from the theft, damage, or unauthorized use of Owner 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 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 Owner's budget planning and review. The recommendations may include, but not be limited to, projecting present operations and suggesting 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 inventory of equipment of all tools, rolling stock and other supplies, identifying those specifically as the equipment of the Owner, within 90 days of the commencement of this Agreement.

Section 2.18 - Repairs and Other Costs and Expenses

The Operator shall pay expenses required for the normal and routine operation and maintenance of the Treatment Facilities, including the following: personnel costs, fuels, and expendable supplies. Unless otherwise agreed in writing by the parties, the Operator shall not be required to pay the following:

- Expenses resulting from a change in Scope of Services
- Expenses resulting from a change in the Owner's NPDES permit, law, [consent decree] or regulations by any federal, state, or local agency or authority
- Any damages which result from force majeure, as specified in Article VII hereof.
- Water or sewage use fees
- Expenditures for Capital Improvements and Repairs, as defined in Attachment A
- Expenses arising from emergency repair or replacement of sewer lines or from emergency use of 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
- 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 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 the Owner, the 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 now has, 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 concerning new or proposed laws, regulations, standards or other requirements concerning the operation of the Treatment Facilities. In the event such law changes result in increased efforts or costs, the Owner and the Operator shall cooperate to determine the amount of such increased efforts or costs. The Operator and the Owner 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.

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 to receive and deliver all day to day communications 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 state and local standards, all relevant permits, and with the Clean Water Act.

Section 3.4 - Compliance With Laws

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

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 or 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 tax 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 even the 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 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 for 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 completing 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 the 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 his 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 local, state and federal 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, 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 now has, or may 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 even such law 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.

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 2001, at 12:01 A.M. C.S.T. and shall continue until midnight on September 30, 2006 (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 even 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,

_____ Thousand Dollars (\$_____.00), subject to the adjustments hereinafter set forth. The Base Compensation shall be paid in twelve equal monthly installments of _____ Dollars (\$_____.00).

Each year hereafter, following the start-up date of this Agreement, Owner shall increase the Base Compensation to the Operator according to the Consumer Price Index, Southern Region, All Urban Consumers, Percent Change (1982-84=100) from the previous July.

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 C.

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 parts, maintenance materials, and maintenance services necessary to maintain Owner's Treatment Facilities during the term of this Agreement. The reimbursement for Repair and Replacement expenses shall be reimbursed to the Operator for the cost of repair parts, maintenance, maintenance materials, and maintenance services during the previous month as a compensation adjustment, and as previously approved by Owner and billed on the monthly invoice to the Owner

Those expenses applicable to the Repair and Replacement Program shall be defined as all repair and replacement parts, maintenance materials and maintenance and subcontracted services required to perform preventive and corrective maintenance of the Owner's Facilities and equipment, excepting:

- Materials and supplies (grease, oil, tools and shop supplies) used for normal and expected preventive maintenance care of the equipment at the Treatment Facilities.

In some cases, the replacement of equipment may be more beneficial than repair. In any maintenance 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 Program 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

A. 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 word "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.

B. Claims by Third Parties

Owner acknowledges that, in seeking the services of the Operator under this Agreement, Owner is requesting the Operator to undertake uninsurable environmental and other operational obligations for Owner's benefit. Therefore, Owner agrees that, with the exception of such liability as may arise solely out of the negligent acts or omissions of the Operator in performing services under this Agreement, Owner shall indemnify, defend and hold harmless the Operator, its directors, officers, employees and agents from and against any and all claims by third parties, including private entities and governmental agencies, arising from alleged violations of local, state, or federal laws including, but not limited to, the Clean Water Act, CERCLA, or RCRA; provided, however, that with respect to loss, damage, injury or other claim directly or indirectly connected with the presence, discharge, release, disposal or escape of hazardous substances, waste, pollutants or contaminants of any kind, the Owner agrees that, with the exception of such liability as may arise solely out of the gross negligence or willful misconduct of the Operator in performing services under this Agreement, Owner shall indemnify, defend and hold harmless the Operator, its directors, officers, employees and agents from and against any and all claims by third parties, including private entities and governmental agencies, arising from alleged violation of local, state, or federal laws, including, but not limited to, the Clean Water Act, CERCLA, or RCRA. The provisions of this section shall apply to actions of the Operator at the Owner's Treatment Facilities or at any other location, as long as such actions are in the performance of services under this Agreement or are for the benefit of the Owner. As used in this section, the word "solely" refers to acts or omissions of the Operator wherein there is no negligence by 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 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

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 I-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.

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

"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	276,000	15	22.5	35	52
Southwest	600,000	10	15	79	119
Northeast	300,000	10	15	25	38
Briars (Biolac)	630,000	10	15	53	79
South Central Lagoon	519,000	10	15	43	64
Southside	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	276,000	30	45	69	104
Southwest	600,000	30	45	238	357
Northeast	300,000	30	45	75	113
Briars (Biolac)	630,000	30	45	158	237
South Central Lagoon	519,000	30	45	130	195
Southside	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	2/3	200	400	2,000	4,000
Southwest	2/3	200	400	200	400
Northeast	2/3	200	400	2,000	4,000
Briars (Biolac)	2/3	200	400	2,000	4,000
South Central Lagoon	N/A	200	400	2,000	4,000
Southside	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, ditches, 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.

Attachment B

Monthly Average Permit Concentrations

Effluent Characteristics

Plant	Summer Fecal Coliform Weekly/Monthly	Winter Fecal Coliform Weekly/Monthly
Lovett	200/400	2,000/4,000
Southwest	200/400	200/400
Northeast	200/400	2,000/4,000
Briars (Biolac)	200/400	2,000/4,000
South Central	200/400	2,000/4,000
Southside	200/400	2,000/4,000

For purposes of this Agreement, the summer monthly average will encompass the months of May to October, and the winter monthly average will encompass the months of November to April.

At such time as the Southside Oxidation Ditch/ Activated Sludge facility has been placed into service, effluent requirements for the Southside facility have begun, and effluent requirements for the Southeast Lagoon/ Sand Filter will cease.

Attachment C

Existing Flow and Loading Conditions

The Owner represents that the following are the flow and loading conditions at the Treatment Facilities on October 1, 2001 (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	0.13	167	118
Southwest	0.59	148	165
Northeast	0.24	108	92
Briars (Biolac)	0.3	165	195
South Central	0.447	148	139
Southside	No Data	No Data	No Data

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	MS0023230
Southwest	MS0045896 to Flow Equalization
Northeast	MS0021164
Briars Biolac	MS0047619
South Central Lagoon	MS0021199 to Flow Equalization
Southside	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- (to be decommissioned)
12. Olde Vineyard #2- (to be decommissioned)
13. Willowbrook- (decommissioned)
14. Trailwood
15. 4-Cells
16. Country Meadow
17. Olde Vineyard #1
18. Banks Road
19. Hunter Oaks
20. Parker Drive
21. Northside
22. Briars TRT Plant
23. Northeast
24. Shady Springs
25. Jostens
26. Cotten Acres
27. Wickstead Road
28. Hunters Ridge

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: October 2, 2001

Agenda Item No. 15.

Consent Agenda:
For:

To:

Account No.

Discussion/Action: Litigation

Introduced by: Mayor Rosemary Aultman

Telephone No.

Exhibits for Review:

Minutes: _____

Invoice: _____

Other: _____

Ordinance: _____

Plans, Maps: _____

Resolution: _____

Contract: _____

Recommendation:

Board Action:

Motion made by: _____

Seconded by: _____

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

Mayor Aultman

Agenda items must be turned in to the City Clerk with all attachments no later than 5 PM on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.