

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JANUARY 15, 2002 – 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 Greer followed by the Pledge of Allegiance to the Flag led by Alderman Brantley.

ROLL CALL - City Clerk Wayne Derrick

Present: Jehu Brabham - Alderman-At-Large
 Tony Hisaw – Alderman Ward 1
 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

RECOGNITION:

Mayor Aultman recognized Hannah Rachel Cardin for her contribution in documenting the history of the City of Clinton.

APPROVAL OF AGENDA ITEMS A-U

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

**AUTHORIZATION FOR MAYOR TO EXECUTE AGREEMENT FOR PHASE 2 OF
NORTHSIDE DRIVE IMPROVEMENTS CONTRACT WITH NEEL-SCHAFFER, INC.**

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to authorize Mayor Aultman to execute Phase 2 (Environmental Documentation) of the Northside Drive Improvements Contract between the City and Neel-Schaffer, Inc. in the amount of \$75,000. **MOTION CARRIED UNANIMOUSLY**

**AUTHORIZATION FOR MAYOR TO MAKE OFFER FOR PROPOSED SITE OF
NATCHEZ TRACE VISITOR'S CENTER +/- 5.12 ACRES**

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Touchton to authorize Mayor Aultman to make an offer of \$100,000 to Mack Robinson for the purchase of +/- 5.12 acres on Pinehaven Road, Clinton, MS for the proposed site of the Natchez Trace Visitor's Center. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL PLAT OF BELLMEADE III OF BRUENBURG

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw to approve the Final Plat of Bellmeade III of Bruenburg. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL PLAT OF STONEBRIDGE III OF BRUENBURG

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve the Final Plat of Stonebridge III of Bruenburg. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL PLAT OF BAILEY'S RIDGE, PART 1, OF BRUENBURG

This item was tabled at the Regular Meeting of the Board of Alderman held on December 4, 2001. **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw to remove this item from the table for reconsideration. **MOTION CARRIED UNANIMOUSLY**

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve the Final Plat for Bailey's Ridge, Part 1, of Bruenburg, which includes lots 210, 211 and 212. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF RESOLUTION OF THE ACCEPTANCE OF SOUTHSIDE SEWER IMPROVEMENTS – CONTRACTS 1 AND 2

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Lott to approve the Resolution authorizing the acceptance of Southside Sewer Improvements, Contracts 1 and 2. Copy of Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

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

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to ratify the Agreement between the City and Severn Trent Environmental Services, Inc. for the operation, management and maintenance of the Clinton Wastewater Treatment Facility. Base compensation, paid in monthly increments, for the first year of the sixty-month contract is \$393,189. Copy of the Agreement is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:31.M.

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

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

January 22, 2002
Date

ATTEST: W. Derrick
Wayne Derrick, City Clerk

January 22, 2002
Date

SEAL:



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: January 15, 2002

Agenda Item No. 7

Consent Agenda: For:	To:
Account No.	

Discussion/Action: Authorization for Mayor to execute Environmental Documents addition to Northside Corridor Contract with Neel-Schaffer Inc.	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____
Recommendation: _____

Invoice: _____ Other: _____
Plans, Maps: _____
Contract: Letter Ammendment

Board Action:

Motion made by: Hisaw
Seconded by: Brabham

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
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.



NEEL-SCHAFER, INC.
ENGINEERS • PLANNERS

P.O. Box 22625 / 39225-2625
666 North Street, Suite 201 / 39202
Jackson, MS / (601) 948-3071
FAX: (601) 948-3178

BOARD APPROVED

January 3, 2002

Honorable Rosemary Aultman
Mayor, City of Clinton
P.O. Box 156
Clinton, MS 39060

REFERENCE: NORTHSIDE DRIVE IMPROVEMENTS
 PHASE 2
 CITY OF CLINTON, MISSISSIPPI

Dear Mayor Aultman:

As per the agreement dated January 5, 2001, Neel-Schaffer is submitting a Scope of Work and estimated fee for completing environmental documents for the project limits identified in Phase I (Preliminary Engineering) presented and approved by the Board in October 2001.

We are estimating approximately six months to complete the draft environmental documents to send to MDOT and FHWA for concurrence to conduct a public hearing. It will take another three to six months to complete the final environmental documents, seeking a Finding of No Significant Impact (FONSI).

If you agree to the scope and the lump sum fee of \$75,000, please sign one original and return to our office. Your approval will serve as our notice to proceed.

Sincerely,

NEEL-SCHAFER, INC.

Mark G. Bailey, P.E.
Vice President
Manager, Transportation Engineering

ble

APPROVED: _____

Rosemary Aultman, Mayor

DATE: _____

**PHASE 2
NORTHSIDE DRIVE, PINEHAVEN DRIVE
ENVIRONMENTAL DOCUMENTATION
SCOPE OF WORK**

PREPARATION OF ENVIRONMENTAL DOCUMENTS

Draft Environmental Documents

Neel-Schaffer will assemble and summarize technical information and methodologies in accordance with the National Environmental Policy Act; 23 CFR-771 and FHWA Technical Advisory 6640.8A and MDOT's S.O.P. ENV-02-01-00-000.

The draft environmental documents will include a summary, purpose and need for action, a discussion of alternates, environmental consequences, list of agencies contacted and comments and coordination necessary. The draft document will be submitted to MDOT and FHWA for review comments and then be corrected as noted.

After approval of the draft documents, a public hearing will be held in the City of Clinton (the city will prepare and submit the legal notice to the paper). Neel-Schaffer will be responsible for summarizing the hearing and incorporating any public comments.

Final Environmental Documents

After the public hearing, any concerns or information presented at the hearing may be incorporated into the final documents. The final documents will then be submitted to MDOT and FHWA requesting a Finding of No Significant Impact (FONSI).

Additional Services

1. Special studies required if Section 4(f) or 6(f) encroachments occur. (None are anticipated at this time).
2. Preparation of Environmental Impact Statements.
3. Studies along alternate routes not included in the Phase I, Preliminary Engineering Study.
4. Up to four small group presentations are estimated, i.e., school district, home owners association. More than four presentations will be additional services.

BOARD APPROVED

PHASE 2
NORTHSIDE DRIVE, PINEHAVEN DRIVE IMPROVEMENTS
ENVIRONMENTAL DOCUMENTATION

MANHOUR ESTIMATE

	Officer	Senior Project Manager	Project Manager	Senior Engineer	Assistant Engineer	Technician	Clerical	Total/Task
Draft Environmental Documentation								
Project Kickoff	12	4	20	4	12	12	4	68
Draft Environment Document Subtasks:								
1. Land Use Impacts	2		6		2			10
2. Farmland Impacts	1		2				2	5
3. Social Impacts			2					2
4. Relocation Impacts	2		20		30	20	2	74
5. Economic Impacts	1		2					3
6. Air Quality Impacts			2					2
7. Noise Impacts	4	12	20		24	24	4	88
8. Natural Resources/Wetlands	2	20	12		6	10		50
9. Floodplain			2		2			4
10. Historic and Archaeological Preservation	2			4	2		2	10
11. Construction Impacts			2					2
12. Visual Impacts			2					2
13. Hazardous Material Evaluation	1		6	12				19
14. Mineral Resources			2					2
15. Energy			2					2
16. Section 4(f) and 6(f) properties	1		2					3
17. Environmental Justice	2		8	8				18
Document Preparation and Submittal	8	8	60	20	40	60	8	204
Reviews/Changes	6	6	20	4	20	24	4	84
Small Group Presentations	24	4	24	4	24	24	4	108
Public Hearing and Summary	20	6	40	6	24	24	12	132
Final Environmental Documentation								
Final Environmental Documents	6	10	20	4	24	24	16	104
Request for FONSI	6	6	12		2		2	28
TOTAL MANHOURS	100	76	288	66	212	222	60	1024

BOARD APPROVED

PHASE 2 NORTHSIDE DRIVE, PINEHAVEN DRIVE IMPROVEMENTS ENVIRONMENTAL DOCUMENTATION

COST ESTIMATE

CLASSIFICATION	ESTIMATED LABOR (HR.)	ESTIMATED LABOR RATE	COST
Officer	100	\$ 38.20	\$ 3,820.00
Senior Project Mang	76	\$ 33.28	\$ 2,529.28
Project Manager	288	\$ 29.64	\$ 8,536.32
Senior Engineer	66	\$ 30.00	\$ 1,980.00
Asst. Engineer	212	\$ 21.00	\$ 4,452.00
Technician	222	\$ 20.24	\$ 4,493.28
Clerical	60	\$ 14.70	\$ 882.00

Direct Salary Cost	\$ 26,692.88
Overhead	\$ 37,332.66
TOTAL LABOR	\$ 64,025.54

Direct Expenses	
Reproductions - Copies	\$ 535.00
Mileage - 200 miles x \$.325/mile	\$ 65.00
Exhibits	\$ 250.00
Archaeologist	\$ 1,750.00
Court Reporter	\$ 300.00

TOTAL DIRECT EXPENSES	\$ 2,900.00
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Subtotal	\$ 66,925.54
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Fixed Fee	\$ 8,031.07
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TOTAL FEE -	\$ 74,956.61
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Total Lump Sum Fee	\$75,000
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BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: January 15, 2002

Agenda Item No. 8

Consent Agenda: For:	To:
Account No.	

Discussion/Action: Authorization for Mayor to make offer of \$100,000.00 for 5.12 acre Natchez Trace Visitor's Center Site	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: Brantley
Seconded by: Touchton

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

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BOARD APPROVED

June 4, 2001

Jim Terry Appraisal Service

Mayor, City of Clinton
Clinton, MS 39056

RE: Pinehaven Place
Clinton, Miss. 39056

Dear Mayor:

As requested, an appraisal of the captioned property has been prepared. The value estimated is the market value of the fee simple estate. These terms are defined in the appraisal report that is being submitted to you with this letter.

A personal inspection of the property has been made, as well as the properties used in this report for comparison. All of the data that were pertinent to making the appraisal are in the report.

This transmittal letter is followed by the certification of the appraisal and the narrative appraisal report. Your attention is directed to the "General Underlying Assumptions" and "Limiting Conditions" which are considered usual for this type of assignment and have been included at the beginning of the report. Based upon these data and the analyses thereof, it is my opinion that the market value of the property as of:

June 4, 2001

was

\$100,000

ONE HUNDRED THOUSAND DOLLARS

I appreciate the opportunity to have worked on this assignment. If I can be of further assistance, please contact me.

Sincerely,

Jim Terry

Jim Terry Appraisal Service

EXECUTIVE SUMMARY

PROPERTY TYPE: Residential Land

PROPERTY LOCATION: Pinehaven Road, Clinton, Miss.

OWNER: *Mack* Robinson

DATE OF VALUATION: June 4, 2001

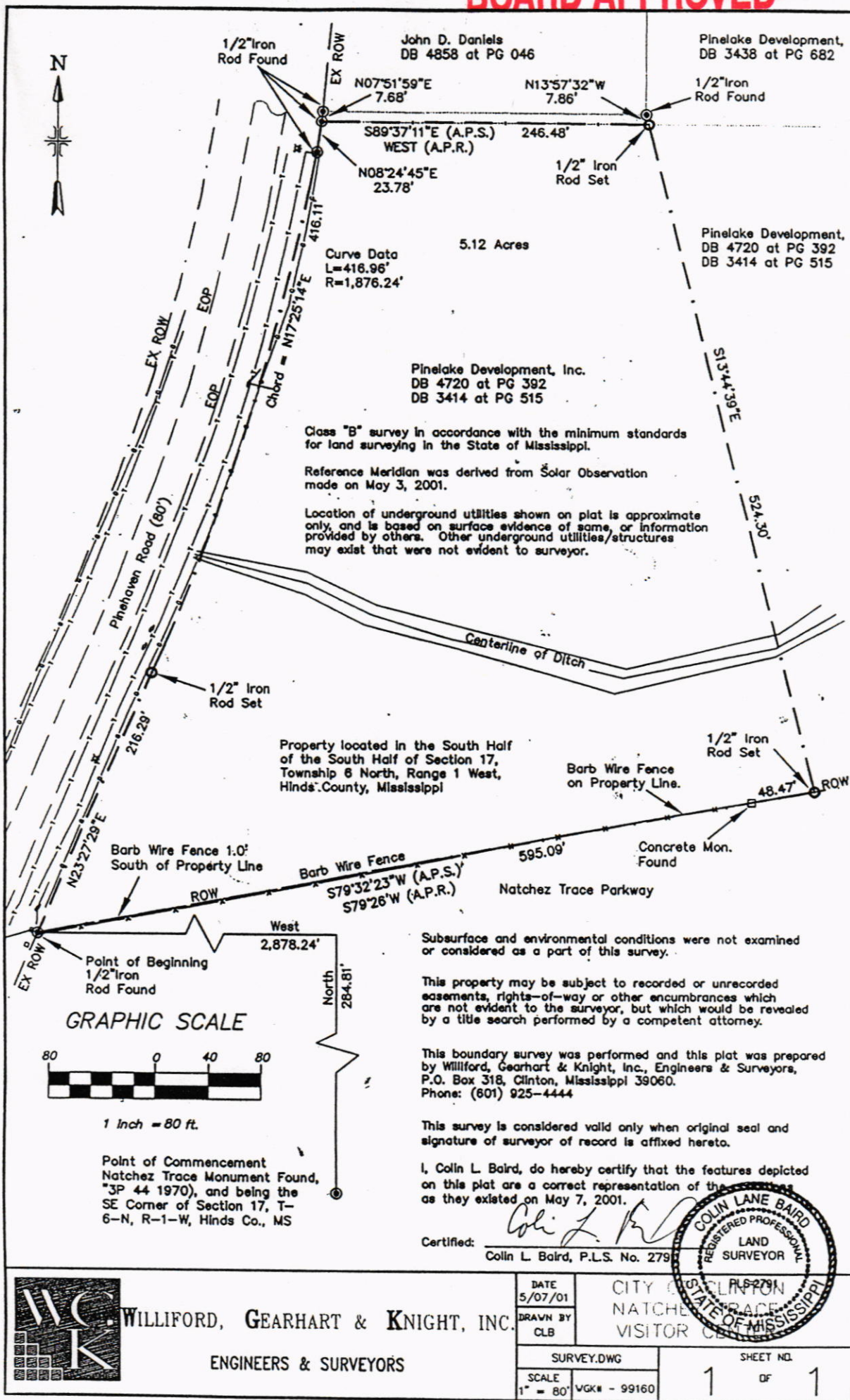
PROPERTY RIGHTS APPRAISED: Fee Simple

SITE DATA: 217,800 Sf lot.

ZONING: Residential

HIGHEST AND BEST USE: Single family homes

VALUE INDICATIONS: Land Value Estimate: \$100,000



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: January 15, 2002

Agenda Item No. 9

Consent Agenda: For:	To:
Account No.	

Discussion/Action: Final Plat – Bellmeade III of Bruenburg	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: Brabham
Seconded by: Hisaw

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

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BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: January 15, 2002

Agenda Item No. 10

Consent Agenda: For:	To:
Account No.	

Discussion/Action: Final Plat – Stonebridge III of Bruenburg	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

Minutes: _____	Invoice: _____	Other: _____
Ordinance: _____	Plans, Maps: <u>X</u>	_____
Resolution: _____	Contract: _____	_____

Recommendation:

Board Action:

Motion made by: Hisaw

Seconded by: Greer

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

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BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: January 15, 2002

Agenda Item No. 11

Consent Agenda: For:	To: Account No.
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Discussion/Action: Resolution of acceptance of Southside Sewer Improvements – Contract 1 & 2	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

Minutes: _____	Invoice: _____	Other: <u>Letter</u> _____
Ordinance: _____	Plans, Maps: _____	_____
Resolution: <u>X</u> _____	Contract: _____	_____

Recommendation:

<u>Board Action:</u>	Motion made by: <u>Greer</u>
	Seconded by: <u>Lott</u>

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

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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.

January 9, 2002

Mr. Richard Broome, P. E., City Engineer
City of Clinton
P. O. Box 156
Clinton, Mississippi

Re: City of Clinton
SRF Project No. C280805-02
Southside Sewer Improvements - Contract #1
Southside Sewer Improvements - Contract #2
WGK #97-100

Dear Richard:

This letter is to certify that the above referenced project has been completed in substantial accordance with the approved Plans, Specifications, Contract Documents, and Change Orders. We recommend that the City accept this project as complete.

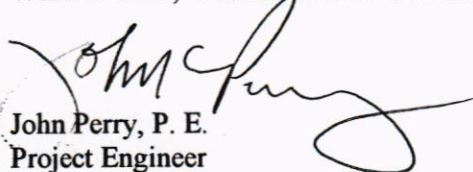
As you know, we have entered the contractor's warranty period for both contracts and will be monitoring the work performed. Any items that need to be addressed will be brought to the attention of the contractor responsible so that any required repairs can be made in a timely manner.

Enclosed is a copy of a Resolution of Acceptance by the City in regards to both projects. This is a requirement of the SRF program and is due upon project close-out.

If you should have any questions, or need additional information, please do not hesitate to call me at 925-4444.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.

A handwritten signature in black ink, appearing to read 'John Perry', is written over the typed name and title.
John Perry, P. E.
Project Engineer

Enclosures

CITY OF CLINTON, MISSISSIPPI RESOLUTION
AUTHORIZING ACCEPTANCE OF SOUTHSIDE SEWER IMPROVEMENTS
CONTRACTS 1 AND 2

BE IT RESOLVED BY THE CITY OF CLINTON:

That Mayor Rosemary Aultman is authorized to accept the Southside Sewer Improvements Contracts 1 and 2 for installation of sewer improvements and to request all final loan funds.

Alderman Greer moved and Alderman Lott seconded the adoption of the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Jehu Brabham	<u>yes</u>
Tony Hisaw	<u>yes</u>
Tony Greer	<u>yes</u>
Clint Brantley	<u>yes</u>
Herb Touchton	<u>yes</u>
Phil Fisher	<u>yes</u>
Sharbert Lott	<u>yes</u>

The motion to adopt the resolution, having received the vote shown above, was declared carried.

The 15th day of January 2002.

Signed: Rosemary B. Aultman
Rosemary Aultman, Mayor

ATTEST:

W. J. J. J. J.
City Clerk

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: January 15, 2002

Agenda Item No. 12

Consent Agenda:
For:

To:

Account No.

Discussion/Action:

Ratification of the Agreement for operation, management and maintenance of Clinton Wastewater Treatment Facilities between Severn Trent Environmental Services Inc. and the City of Clinton.

Introduced by: Richard Broome

Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: X _____

Other: _____

Recommendation:

Board Action:

Motion made by: Touchton
Seconded by: Brabham

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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BOARD APPROVED

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

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

This Agreement is made and entered into as of October 1, 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 (hereinafter, the "Treatment Facilities") as more particularly defined in Attachment A and more specifically described in Exhibit One; and

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

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

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

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

ARTICLE I
PURPOSE

Section 1.1 - Purpose

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

ARTICLE II
SCOPE OF SERVICE

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

Section 2.1 - Process Control and Effluent Standards

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

Treatment Facility	Average Over 30 Day Period (Gallons Per Day)	BOD₅ lbs/day	TSS lbs/day
Lovett	276,000	461	461
Southwest	600,000	1001	1001
Northeast	300,000	500	500
Briars (Biolac)	630,000	1051	1051
South Central Lagoon (Jostens)	519,000	866	866
Southside	3,500,000	6,422	5,838

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

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

In the event that Abnormal or Biologically Toxic Material is not received at a Treatment Facilities, and in the event that Discharge Violations (as defined in Attachment A) occur at such Treatment Facility on any date starting 30 or more days after the beginning of wastewater treatment services by the Operator, the Operator shall be responsible, to the extent set forth below, for fines, penalties, or damages for Discharge Violations that may be imposed by federal, state, or local environmental agencies, or that may result from private actions, if and to the extent such violations are within the reasonable control of the Operator and are the result of the failure of the Operator to operate the Treatment Facility in accordance with the terms of this Agreement and such failure is a direct and substantial cause of such Discharge Violation. Prior to payment of any such fines, penalties, or damages, the Operator reserves the right to contest government or private actions, suits, or proceedings for Discharge Violations through administrative procedures or otherwise. The Operator's liability in any contract year for any fines, penalties, or damages shall be limited to 10 percent (10%) of the Base Compensation, pursuant to Section 5.1 herein, for that contract year.

Section 2.2 – Disposal of Screenings, Grit and Sludges

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

Section 2.3 - Testing and Laboratory Analyses

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

Section 2.4 – Industrial Pretreatment

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

Section 2.5 – Management Information Systems

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

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

Section 2.6 – Reports

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

Section 2.7 – Construction

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

Section 2.8 – Maintenance

The Operator shall perform routine maintenance consisting of preventative maintenance tracking, corrective maintenance scheduling, spare parts inventory control, cleaning and lubrication of service equipment, equipment inspections and adjustments, and janitorial services for the building and grounds of the Treatment Facilities as well as all equipment and instrumentation provided to the Operator by the Owner pursuant to this Agreement in accordance with standard industry practice; subject, however, to the Owner's responsibilities to reimburse the Operator in

accordance with Section 5.3 herein for the costs of all materials and other consumables repair and replacement parts and subcontractors. The Operator shall keep the Treatment Facilities in a neat and orderly condition. Such maintenance shall include maintaining the locks and entrance gates at the Treatment Facilities as well as maintaining the locks, entrance gates, and fencing surrounding the wastewater pumping stations.

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

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

Section 2.9 – Technical Support

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

Section 2.10 – Staffing

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

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

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

The Operator's staffing plan is defined as:

- (1) Project Manager
Certified Class IV, responsible for all management activities and project coordination with the Owner.
- (1) Administrative Assistant
Responsible for assisting the Project Manager in the project administration, perform process control laboratory testing and operations.
- (1) Maintenance Technicians
Qualified to perform and supervise mechanical/electrical functions at the Facilities and insure performance of all preventive and corrective maintenance functions.
- (2) Maintenance Technicians
Qualified to perform mechanical/electrical functions at the Wastewater Plants and Lift Stations.
- (1) Plant Operator
Responsible for day to day operations activities and assistance with laboratory and preventive maintenance.
- (1) Plant Operator
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 is not limited to, equipment operation, laboratory sampling and testing, process control, energy and chemical conservation, maintenance and repair, first aid, safety, emergency response, hazardous material handling, and right-to-know laws. Representatives of the Owner may attend training sessions.

Section 2.12 - Security

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

Section 2.13 - Odor and Noise Control

The Operator shall operate the Treatment Facilities within the limits and capabilities of the Treatment Facilities to minimize odor and noise. Any additional expenses for process, equipment, or chemicals necessary to further reduce odors and noise shall be borne by the Owner.

Section 2.14 - Electricity

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

Section 2.15 - Communications

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

Section 2.16 - Recommendations on Capital Improvements and Budgets

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

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

Section 2.17 - Inventory

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

Section 2.18 - Other Costs and Expenses

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

- Expenses resulting from a change in Scope of Services;

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