

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, OCTOBER 17, 2000 – 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 Mayor Rosemary Aultman 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
 Rodney DePriest - 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
 Wayne Derrick – Deputy Clerk

Absent:

RECOGNITIONS- None

APPROVAL OF CONSENT AGENDA ITEMS A-T

MOTION made by Alderman Lott and **SECONDED** by Alderman Fisher to approve Consent Agenda Items A-T listed on Page 2092 of this Minute Book AA. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF RATIFICATION OF SEVERN TRENT ENVIRONMENTAL SERVICES, INC.

Upon recommendation of the Assistant Engineer Bert Kuyrkendall **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott to approve Ratification of Severn Trent Environmental Services, Inc. Contract. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CONSTRUCTION CHANGE ORDER NO. 1 FOR 1998 CDBGHOBBY FARMS AND BANKS ROAD SEWER PROJECT

Upon recommendation of the Assistant Engineer Bert Kuyrkendall **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Hisaw to approve Construction Change Order No. 1 for 1998 CDBG Hobby Farms and Banks Road Sewer Project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AMENDMENT TO ENGINEERING AGREEMENT WITH ALFORD ENGINEERING

Upon recommendation of the Assistant Bert Kuyrkendall **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Touchton to approve Amendment to Engineering Agreement with Alford Engineering. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF BAKER ENGINEERING CONTRACT FOR ENGINEERING SERVICES FOR RELOCATION OF UTILITIES FOR CLINTON-RAYMOND ROAD/I-20 INTERCHANGE UPGRADE

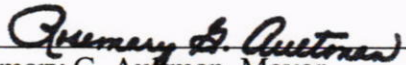
Upon recommendation of the Assistant Engineer Bert Kuyrkendall **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Brabham to approve Baker Engineering Contract for Engineering Services for Relocation of Utilities for Clinton-Raymond Road/I-20 Interchange Upgrade. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS – City Clean Up to start soon

ADJOURN 7:20 P.M.

MOTION made by Alderman Fisher and **SECONDED** by Alderman Lott to adjourn. **MOTION CARRIED UNANIMOUSLY**

Copy of Agenda can be found on Page 2092 of this Minute Book AA.

APPROVED: 
Rosemary G. Aultman, Mayor

11/02/2000
Date

ATTEST: 
Wayne Derrick, City Clerk

11/02/2000
Date

SEAL:

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 10/17/00

AGENDA ITEM NO. 7.

CONSENT AGENDA : \$	TO:
FOR:	
Circle : Low Quote, Sole Source, Emergency, etc. if applicable. ACCT. NO.	

DISCUSSION/ACTION:	Ratification of Severn Trent Environmental Services, Inc. Contract.		
INTRODUCED BY:	R. L. Broome	TELEPHONE:	924-5462

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: _____

BOARD ACTION: _____ **MOTION MADE BY:** _____

SECONDED BY: _____

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	_____	_____	_____
Hisaw	_____	_____	_____
DePriest	_____	_____	_____
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

COPY

AMENDED AND RESTATED AGREEMENT FOR
OPERATION, MANAGEMENT AND
MAINTENANCE OF CLINTON WASTEWATER TREATMENT
FACILITIES
BETWEEN SEVERN TRENT ENVIRONMENTAL SERVICES, INC.
AND
CITY OF CLINTON, MISSISSIPPI
EFFECTIVE OCTOBER 1, 2000

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AMENDED AND RESTATED AGREEMENT FOR
MANAGEMENT, OPERATION AND
MAINTENANCE OF CLINTON
WASTEWATER TREATMENT FACILITIES

This Amended and Restated Agreement is made and entered into this ____ day of September 2000, to be effective October 1, 2000, 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 independent contractor in managing, operating and maintaining the Treatment Facilities;

WHEREAS, the Owner and the Operator entered into an Agreement For Management, Operation and Maintenance of Clinton Wastewater Treatment facilities effective October 1, 1994, and the parties desire to Amend and Restate the Agreement;

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 an independent contractor 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
Southeast Lagoon	MS0021172	400,000
Southside	MS0054992	3,500,000

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
Southeast Lagoon	MS0021172	667	667
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 agent for the Owner, the Operator shall arrange for disposal of screenings, grit and wastewater sludges ("Process Residue") at the sludge holding lagoons 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 and are not within the Scope of Services provided by the Operator under this Agreement. The compensation to be paid to the Operator pursuant to Article V reflects current sludge disposal and handling methods and current disposal site costs. If current methods or disposal sites are changed for any reason, including, but not limited to, the adoption of new regulations or increases in tipping fees, each such event shall constitute a change in the Scope of Services and entitle the Operator to an increase in compensation for such disposal as provided in Article V. 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 a comprehensive, preventative maintenance management system 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.

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 maintenance allowance 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: Areas within the Facilities that are not accessible to bushhog and slope mower equipment. This 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 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.

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, process control, energy and chemical conservation, plant management, 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.

Section 2.14 - Electricity

The Owner shall continue to 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 the 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 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.

Section 2.18 - Repairs and Other Costs and Expenses

The Operator shall pay expenses required for the normal and routine operation, maintenance and repair 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 sewer 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

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) 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 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.

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.

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 event 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. The Owner is responsible for grass cutting the following areas:

Wastewater Treatment Facilities: Outside slopes and inner berms of lagoons, waste sludge lagoons and aeration basins, inside berms of sand filters and access roads.

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

Services by the Operator under this Amended Agreement shall commence on October 1, 2000 and end one (1) year later on September 30, 2001 (the "Scheduled Termination Date"), unless the Agreement is terminated as provided herein.

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 the Owner's fiscal year, October 1, 2000 through September 30, 2001, the Owner shall pay the Operator as compensation (the "Base Compensation") for services performed on the Treatment Facilities pursuant to this Agreement, Three Hundred and Ninety Thousand (\$390,000.00) Dollars, subject to the adjustments hereinafter set forth. The Base Compensation shall be paid in twelve equal monthly installments of Thirty Two Thousand Five Hundred (\$32,500.00) Dollars.

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 - Maintenance Allowance

In addition to the Base Compensation stated above, the Owner shall pay the Operator a maintenance allowance for repair parts, maintenance materials, and maintenance services necessary during the term of this Agreement. During the year of this Agreement, being the period of October 1, 2000 through September 30, 2001, the maintenance allowance shall be Sixty Thousand (\$60,000.00) Dollars. The maintenance allowance shall be paid in twelve equal monthly installments of Five Thousand (\$5,000.00) Dollars. Provided, however, that if the Operator should actually expend less than Sixty Thousand (\$60,000.00) Dollars for the cost of repair parts, maintenance, maintenance materials, and maintenance services during the period October 1, 2000 through September 30, 2001, then the Operator shall, as soon as reasonably possible after September 30, 2001, reimburse the Owner for the difference between Sixty Thousand (\$60,000.00) Dollars and the actual expenditures for the said purpose. Provided, further, that if the Operator should actually expend more than Sixty Thousand (\$60,000.00) Dollars for the cost of repair parts, maintenance materials, and maintenance services

during the period October 1, 2000 through September 30, 2001, then the Owner shall, as soon as reasonably possible after September 30, 2001, reimburse the Operator for the difference between the actual expenditures for the said purpose and Sixty Thousand (\$60,000.00) Dollars.

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 installment for the maintenance allowance, 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 even 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 work "solely" refers to acts or omissions of the Operator wherein there is no negligence by the Owner.

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

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 independent contractor 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. The Mayor and Board of Aldermen of the Owner authorized the Owner to enter into the original Agreement by resolution adopted at the meeting held on September 22, 1994, and this Amended and Restated Agreement by a resolution adopted at a meeting held on September 19, 2000.

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.

Curtis Chenquist

BY: *L. L. Graham*

Title: PRESIDENT

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	BOD ₅ mg/l monthly average	BOD ₅ mg/l max. weekly average	BOD ₅ lbs. monthly average	BOD ₅ 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
Southeast Lagoon Sand Filter	400,000	10	15	33	49
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
Southeast Lagoon Sand Filter	400,000	30	45	100	150
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
Southeast Lagoon Sand Filter	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 \$2,000 or more.

“Treatment Facilities” is defined as all facilities (including wastewater treatment facilities and pump station/collection systems), and equipment as described in Exhibit One, together with the grounds, sewers, structures, pipes, and pumps at the sites of the said facilities. “Treatment Facilities” shall not include any sewers, 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
Southeast	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 is placed into service, effluent requirements for the Southside facility will begin, and effluent requirements for the Southwest Biolac, South Central Lagoon/ Sand filter and 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, 2000 (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
Southeast	0.553	250	206
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

BOARD APPROVED

Treatment Facilities

Wastewater Treatment Facilities located at:

Wastewater Treatment Facility	Permit Number
Lovett	MS0023230
Southwest	MS0045896
Northeast	MS0021164
Briars Biolac	MS0047619
South Central Lagoon	MS0021199
Southeast Lagoon	MS0021172
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. Sleep hollow
10. Garaywa Road
11. Royal Oak
12. Olde Vineyard #2
13. Willowbrook
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

29. Clinton – Raymond Road (Truck Stop)
30. Trace Ridge Pump Station
31. 100 Cotton Acres
32. 104 Lauren Lane
33. 106 Lauren Lane
34. West Street (adjacent to City Barn)
35. 301 Capitol Street (adjacent to No. 1 Fire Station)
36. 1659 W. Northside Drive (next to No. 3 Fire Station)
37. Soccer Row (next to Parks and Recreation Center)
38. Baseball Alley (next to Field No. 6)
39. Soccer Row (Between Fields 7&8)
40. Baseball Field No. 3
41. 604 Clinton Blvd.
42. Southside Influent
43. Bruenburg

Equipment

1. Auger, Vermeer, Model No. AB12, Serial No. 1VRF06125M1000167
2. Dissolved Oxygen Meter, Hach, Model No. 16046, (Serial No. obliterated due to placement)
3. pH Meter, Fischer Scientific, Model No. 1001, Serial No. 102386
4. pH Meter, Fischer Scientific, Model No. 1003, Serial No. 301109
5. Scales, Denver Instrument Co., Model No. 100A, Serial No. 0055841
6. Furnace, Barnstead/Thermolyne, Model No. FB1315M, Serial No. 745930800477
7. Oven, Fischer Scientific, Isotemp 500 Series, Serial No. 21000268
8. Vacuum Pump, Fischer Scientific, Model No. SA55JXGTD-4144, Serial No. 0792
9. 8-Foot Utility Trailer, Vehicle Identification No. 46UF0818N1025877

CITY OF CLINTON AGENDA ITEM FACT SHEETBOARD MEETING DATE: 10/17/00AGENDA ITEM NO. 8

CONSENT AGENDA : \$	TO:
FOR:	
Circle : Low Quote, Sole Source, Emergency, etc. if applicable. ACCT. NO.	

DISCUSSION/ACTION:	Construction Change Order No. 1 for the 1998 CDBG Project -	
	Hobby Farms & Banks Road/Clinton-Clinton-Raymond Road Sewer Project.	
INTRODUCED BY:	R. L. Broome	TELEPHONE: 924-5462

EXHIBITS FOR REVIEW:

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

RECOMMENDATION:

BOARD ACTION:MOTION MADE BY: _____SECONDED BY: _____VOTE CAST: "AYE" "NAY" ACTION TAKEN: _____

Brabham	_____	_____	_____
Hisaw	_____	_____	_____
DePriest	_____	_____	_____
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.

CONTRACT CHANGE ORDER

BOARD APPROVED

OWNER: City of Clinton, P.O. Box 156, Clinton, Mississippi 39060

CONTRACTOR: Greenbriar Digging Service, L.P., 1941 Highway 550 N.W., Brookhaven, Mississippi 39601-9615

DATE: 09/29/2000

LOAN NUMBER:

CHANGE ORDER NUMBER: One (1)

CONTRACT NUMBER: 8-147-PF-01

PROJECT NAME: CDBG Sewer Extensions

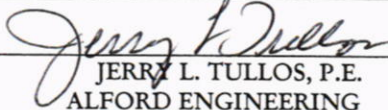
REASON FOR CHANGE: Adding intermediate service line cleanouts at 100' intervals per the City's code. Adding additional house connections where houses have more than one (1) sewer service line discharge.

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QUANTITY	UNIT	UNIT COST	TOTAL ELIGIBLE
BASE BID NO. 1				\$	\$
13.	Cleanout	4	Each	150.00	600.00
14.	Additional House Connections	2	Each	100.00	200.00
BASE BID NO. 2					
31.	Cleanout	58	Each	\$ 150.00	\$ 8,700.00
32.	Additional House Connections	20	Each	100.00	2,000.00

TOTAL CONTRACT CHANGE:	\$ 11,500.00
ORIGINAL CONTRACT AMOUNT:	\$ 374,470.00
CURRENT CONTRACT AMOUNT:	\$ 374,470.00
THIS CONTRACT CHANGE:	(+) \$ 11,500.00
REVISED CONTRACT AMOUNT:	\$ 385,970.00
CURRENT CONTRACT COMPLETION DATE:	12/18/2000
TIME EXTENSION REQUIRED BY CHANGE:	-0-
REVISED CONTRACT COMPLETION DATE:	N/A

THE DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: 
JERRY L. TULLOS, P.E.
ALFORD ENGINEERING

9/29/00
DATE

ACCEPTED BY: 
GREENBRIAR DIGGING SERVICE, L.P.

10/4/00
DATE

APPROVED BY: _____
CITY OF CLINTON

DATE

**GREENBRIAR**

BOA APPROVED

1941 Highway 550 NW
Brookhaven, MS 39601-9615
Telephone: 601-833-0975
Fax: 601-833-0986

COST INFORMATION FOR CHANGE ORDER

DATE: September 22, 2000

JOB NAME: Hobby Farms Sewer

TO: Jerry Tullos, P. E.
Alford Engineering

LOCATION: Clinton, MS.

JOB DESCRIPTION: **ADD SERVICE CLEAN OUTS**

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
1.	6" PVC Clean Out	1	EA	\$150.00	\$150.00

APPROVED: _____
ALFORD ENGINEERING

HOBBYFARMSC03

SUBMITTED: G. Dale Smith, Jr.
G. DALE SMITH, GENERAL PARTNER

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD APPROVED

BOARD MEETING DATE: 10/17/00

AGENDA ITEM NO. 9

CONSENT AGENDA : \$	TO:
FOR:	
Circle : Low Quote, Sole Source, Emergency, etc. if applicable. ACCT. NO.	

DISCUSSION/ACTION:	Amendment to Engineering Agreement with Alford Engineering.		
INTRODUCED BY:	R. L. Broome	TELEPHONE:	924-5462

EXHIBITS FOR REVIEW:

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

RECOMMENDATION:

BOARD ACTION: _____ MOTION MADE BY: _____

SECONDED BY: _____

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	_____	_____	_____
Hisaw	_____	_____	_____
DePriest	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
Mayor Aultman	_____	_____	_____

AGENDA ITEMS MUST ABE 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.

ALFORD ENGINEERING

CONSULTING ENGINEERS

P.O. BOX 16621
JACKSON, MISSISSIPPI 39236-6621

5135 GALAXIE DRIVE, SUITE 401-D
JACKSON, MISSISSIPPI 39206

TELEPHONE: (601) 362-7450
FAX: (601) 366-5948

September 27, 2000

Mr. Richard L. Broome, P.E.
City Engineer
City of Clinton
P.O. Box 156
Clinton, MS 39060

RECEIVED
SEP 29 2000
CITY OF CLINTON
ENGINEERING DEPARTMENT

RE: 2000 Water Improvements

Dear Mr. Broome:

We understand that the City wishes to increase the scope of this project to include new water lines on Hannah Drive and Meadow Hill Drive.

The "*Agreement for Professional Services*" was executed on April 5, 2000. This "*Agreement*" shall be amended as follows:

PART I: Parties and Project

Two (2) additional Scope of Work items shall be added as follows:

7. **Hannah Drive** - Approximately 1,610' of 6" water main and appurtenances.
8. **Meadow Hill Drive** - Approximately 660' of 8" water main and appurtenances.

PART II: Engineering Charges

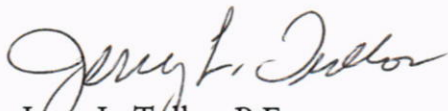
- A.1 The lump sum for Basic Services shall be revised from \$19,800.00 to \$27,200.00.
- A.2 The not to exceed fee shall be increased from \$5,500.00 to \$9,000.00. This increase does not include any fees for easement plats for the new Scope of Work items.

Page 2
Mr. Richard L. Broome, P.E.
September 27, 2000

Enclosed are three (3) copies of this document for City approval. Please indicate City approval on all copies where indicated and return one (1) copy to us. We will proceed with these services upon receipt of the approved document. If you should have any questions or comments, please do not hesitate to call.

Sincerely,

ALFORD ENGINEERING


Jerry L. Tullos, P.E.

JLT/mp

Enclosure

This letter shall serve as an Amendment to the Agreement of April 5, 2000, and is hereby accepted by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, on this _____ day of _____, 2000.

BY: _____
Rosemary Aultman

Mayor
Title

CITY OF CLINTON AGENDA ITEM FACT SHEETBOARD MEETING DATE: 10/17/00AGENDA ITEM NO. 10.

CONSENT AGENDA: \$ _____ TO: _____

FOR: _____

ACCT. NO. _____

DISCUSSION/ACTION: Baker Engineering Contract for Engineering Services for
Relocation of Utilities for Clinton-Raymond Road/I-20 Interchange Upgrade.

INTRODUCED BY: R. L. Broome

TELEPHONE: 924-5462

EXHIBITS FOR REVIEW:

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

RECOMMENDATION:BOARD ACTION:MOTION MADE BY:SECONDED BY:VOTE CAST:"AYE""NAY"ACTION TAKEN:

Brabham
Hisaw
DePriest
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.

Baker**Michael Baker Jr., Inc.***A Unit of Michael Baker Corporation*

October 12, 2000

2925 Layfair Drive
Jackson, MS 39208-9507(601) 932-8895
FAX (601) 933-6206Honorable Rosemary G. Aultman
Mayor, City of Clinton
P. O. Box 156
Clinton, Mississippi 39060Re: Clinton-Raymond Road / I20 Interchange Modifications
Amendment No. 6
General Services Agreement

Dear Mayor Aultman:

In accordance with prior and recent discussions, Michael Baker Jr., Inc. submits for review and approval the referenced Amendment No. 6 to the General Services Agreement. This amendment is for field surveying and engineering services for water and sanitary sewer relocations in connection with proposed improvements to and in the vicinity of the interchange at Interstate 20 and Clinton-Raymond Road.

We have enjoyed our association with the City of Clinton during the periods of previous project work at this interchange. We look forward to continuing our services to the City for this project, which will complete the engineering required for the necessary water and sanitary sewer relocations as part of the improvements to this important transportation facility.

Sincerely,

MICHAEL BAKER JR., INC.

A. Glenn Calloway
Regional Office ManagerEnclosures
AGC/JHS/js

Amendment No. 6
to
General Services Agreement
for
Improvements to the Interchange at
Interstate Highway 20 and Clinton-Raymond Road

This Amendment No. 6 to the General Services Agreement dated March 4, 1997, and amended by Amendment No. 4 dated January 20, 1999, by and between the City of Clinton (Owner) and Michael Baker Jr., Inc. (Engineer) is hereby executed on _____, 2000.

WITNESSETH:

The Owner desires and the Engineer agrees to perform field surveying and engineering services in connection with proposed improvements to and in the vicinity of the interchange of Interstate Highway 20 and Clinton-Raymond Road in Hinds County, Mississippi.

SCOPE OF WORK:

The scope of work includes the following activities:

1. Field surveys to establish existing locations of the Owner's water and sanitary sewer facilities at the following locations:
 - A. Along Clinton-Raymond Road from a point immediately south of the existing off ramp in the Southwest quadrant at I-20 to its intersection with College Street on the north side of I-20
 - B. Across I-20 from the existing on ramp in the Southeast quadrant at I-20 to the north side of I-20 at the Mississippi College property
 - C. Across and along existing US 80 from the intersection of Springridge Road to approximately 1500 feet west of the intersection of Clinton-Raymond Road
2. Engineering design and related services to relocate the existing water and sanitary sewer facilities in the vicinity of and within the interchange of I-20 and Clinton-Raymond Road as described above. This will consist of the following activities:

- A. Meeting with the Mississippi Department of Transportation (MDOT) and the Owner to discuss the eligibility of the water and sanitary sewer facilities for reimbursement of cost by the MDOT
- B. Assisting the Owner in its coordination with MDOT by providing the required information for the Owner to negotiate the water and sanitary sewer relocations and for reimbursement of their cost
- C. Preparing plans and specifications suitable for construction bidding for the proposed water and sanitary sewer relocations.
- D. Preparing an estimate of probable cost of the proposed water and sanitary sewer relocations
- E. Preparing the required forms and drawings for the utility agreement between the Owner and the MDOT
- F. Preparing the required construction permit application forms and permit drawings for execution by the Owner and submittal to the MDOT
- G. Preparing the required application forms for construction of the water facilities and submitting them and the plans and specifications to the Mississippi Department of Health (MDOH)
- H. Preparing the required application forms for construction of the sanitary sewer facilities and submitting them and the plans and specifications to the Mississippi Department of Environmental Quality (MDEQ)
- I. Attending the bid opening and evaluating the received bids
- J. Making interim inspections and a final inspection of the constructed water and sanitary sewer facilities
- K. Preparing letters of certification to the MDOH and the MDEQ that the water and sanitary sewer facilities were constructed in accordance with the approved plans and specifications.
- L. Assisting the Owner in the preparation of the required forms for reimbursement of the eligible cost of the constructed water and sanitary sewer facilities.

PERIOD OF SERVICE:

The work shall be commenced immediately after receipt from the Owner of a notice to proceed and shall be completed within 90 calendar days thereafter.

COMPENSATION TO THE ENGINEER:

The Owner shall compensate the Engineer for the services authorized under this Amendment No. 6 a lump sum fee of Fifty Thousand (\$50,000.00) as full and complete compensation for all labor and related costs incurred by the Engineer.

The Engineer shall submit monthly invoices based upon the estimated percentage of completion.

IN WITNESS WHEREOF, the Owner and Engineer have executed this Amendment No. 6 as of the day and year first above written.

CITY OF CLINTON, MISSISSIPPI

MICHAEL BAKER JR., INC.

Rosemary Aultman
Mayor

A. Glenn Calloway, P.E., P.L.S.
Regional Office Manager

ATTEST:

ATTEST:

Nelson Byrd
City Clerk

Martha F. Nelson
Office Manager