

STATE OF GEORGIA
COUNTY OF FULTON

**INTERGOVERNMENTAL AGREEMENT
FOR SANITARY SEWER SERVICE AND SEWER COLLECTION AND BILLING**

THIS INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE AND SEWER COLLECTION AND BILLING ("Agreement") is entered into from and after its execution by the last Party to execute same, by and between the CLAYTON COUNTY WATER AUTHORITY ("CCWA"), a body corporate and politic, a political subdivision of the State of Georgia, and a public corporation, and FULTON COUNTY, GEORGIA ("FULTON"), a Georgia county and constitutionally created political subdivision of the State of Georgia, (CCWA and FULTON are each a "Party" and collectively referred to herein as the "Parties").

WHEREAS, FULTON is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, CCWA is a political subdivision of the State of Georgia created by an Act of the Georgia General Assembly in 1955, pursuant to Ga. L. 1955, p. 3344-51, as amended; and

WHEREAS, pursuant to Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia, each of these public entities are authorized to enter into intergovernmental agreements for periods not exceeding fifty (50) years in connection with the activities these entities are authorized to undertake; and

WHEREAS, at the time of entering into this Agreement, FULTON does not have sanitary sewerage lines and treatment facilities to serve single-family residential property owners located in the Brittany and Normandy Subdivisions located in Fulton County, Georgia, as reflected in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, CCWA does have a sewer collection and treatment system (the "CCWA system"), in Clayton County, Georgia, that CCWA is willing to permit FULTON to utilize to serve the residents in the Brittany and Normandy Subdivisions under the terms described below (the "Project"); and

WHEREAS, additionally, CCWA sells water it produces to customers in the Lake Royale Subdivision ("Outside Customers") in Fulton County, Georgia, notwithstanding that they are not citizens of Clayton County, Georgia; and

WHEREAS, the CCWA System is also capable of serving the Lake Royale subdivision;
and

WHEREAS, CCWA has a computerized water billing system in operation which serves the Lake Royale subdivision, and has acted as the billing entity to the customers in the Lake Royale subdivision, submitting bills to them for water services provided by CCWA; and

WHEREAS, CCWA and FULTON desire to extend this efficient and effective method of billing to sewer services for customers in the Lake Royale subdivision so that CCWA shall act as the billing entity to the customers in the Lake Royale subdivision for sewer services and remit to FULTON monies representing collected sewer service fees; and

WHEREAS, CCWA desires to assist FULTON by allowing FULTON's use of the CCWA system for the Project and by acting as the billing entity to sewer customers in the Lake Royale subdivision, subject to the terms included in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the following mutual obligations, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

PART I - TERM

ARTICLE 1

TERM OF AGREEMENT

1.1. The term of the Agreement shall be for a period of twenty (20) years, commencing upon execution by both Parties, unless otherwise terminated or the term is amended as provided herein.

PART II – SANITARY SEWER SERVICE (Brittany and Normandy Subdivisions)

ARTICLE 2

SCOPE OF SERVICES FOR PROJECT

2.1 For purposes of the Project and for payments provided for under Article 3 of this Agreement, and pursuant to the average daily flow requirements of Article 4 of this Agreement, CCWA will accept single-family residential discharge of sewer into the CCWA system from FULTON. FULTON will utilize existing connections to connect into the CCWA system for purposes of the Project at or associated with the two (2) manhole locations at Manhole

SMMC5812595 and Manhole SMMC5812611 indicated in Exhibit A, formerly known as flow monitoring site locations “FULCL-1” and “FULCL-2”, respectively, or at such other locations as may be authorized in writing by CCWA.

2.2 For purposes of the Project and enabling necessary connections into the CCWA system, FULTON shall be responsible for the acquisition of any and all permits, sewer easements, and governmental approvals required for the construction and installation of connections, if and when needed, to the CCWA system.

2.3 CCWA will contract with an independent third-party contractor retained through a competitive procurement process to install and maintain a sanitary sewer flow meter at or near the FULTON connections provided for in Section 2.1 of this Agreement. Said independent third-party contractor shall maintain and read such meter and shall report the readings to CCWA monthly. Such readings shall be used to determine payments as provided for under Section 3.1 of this Agreement.

ARTICLE 3

PAYMENTS

3.1 In addition to payments provided for under other sections of this Article, FULTON shall pay the single family residential sewer conservation rate of \$7.00 per 1,000 gallons, where such single family residential sewer conversation rate shall be automatically adjusted by the same percentage of increase for each and every increase of sewer rates approved for all customers by CCWA after the effective date of this Agreement; provided, however, that FULTON shall pay 1.5 times such rate for flow which is in excess of 150,000 gallons per day (“gpd”). CCWA shall invoice FULTON monthly for payments under this Section. For purposes of this Agreement in calculating gpd, “day” shall mean a period of 24 consecutive hours starting at 12:00 A.M.

3.2 In addition to the payments provided for under other sections of this Article, an additional 1% shall be applied to, and paid with, each payment made pursuant to Section 3.1 as an administrative fee. Such an administrative fee shall be paid with each corresponding payment made pursuant to Section 3.1.

3.3 In addition to the payments provided for under other sections of this Article, FULTON shall pay a monthly monitoring fee of \$1,130.00. Such monthly monitoring fee may be adjusted and amended in the sole discretion of CCWA based upon any increase or decrease in costs to CCWA for the maintenance of the sanitary sewer flow meter by the independent third-party contractor as provided for under Section 2.3 CCWA will provide a 30-day notice to FULTON of any changes to such monitoring fee.

3.4 In addition to payments provided for under other sections of this Article, within thirty (30) days of executing this Agreement, FULTON shall pay a one-time setup fee of \$3,100.00.

3.5 In addition to payments provided for under other sections of this Article, within thirty (30) days of executing this Agreement, FULTON shall pay a capital charge of \$424,500.00.

3.6 FULTON shall render payment to CCWA within 30 days of receiving an invoice from CCWA.

ARTICLE 4

AVERAGE DAILY FLOW

4.1 Under no circumstance under this Agreement shall the average daily flow exceed 150,000 gpd for any billing period, except upon prior written determination by CCWA to FULTON that such average daily flow exceeding 150,000 gpd can be accommodated by the CCWA system.

4.2 In the event of a determination by CCWA that such average daily flow exceeding 150,000 gpd can be accommodated by the CCWA system ("Overage Flow"), FULTON shall pay to CCWA a capital charge for improvements or upgrades of the CCWA system to accommodate the Overage Flow into the CCWA system. Such capital charge shall be determined by multiplying the Overage Flow by the rate per gallon established by the Sewer Impact Fee then in effect and approved for all customers by CCWA; provided, however, that an Overage Flow level shall not be subject to a capital charge more than once. FULTON shall render payment to CCWA for such capital charge within 180 days of receiving an invoice from CCWA.

ARTICLE 5

DETERMINATION OF FLOWS

5.1 The basis for billing under Section 3.1 of this Agreement shall be metered flow volumes wherever possible. CCWA shall contract with an independent third-party as provided for in Section 2.3 of this Agreement to determine metered flow volumes. Meters shall be calibrated on a regular basis and appropriate calibration records shall be retained. FULTON or its internal auditor shall have the opportunity to observe the calibration process and review the calibration records of the third-party upon written request. Any meter tested and found to be accurate within ten percent shall be considered accurate for billing purposes. Where metering stations are not feasible or a dispute arises with respect to the accuracy or appropriateness of metering results, CCWA and Fulton County's Director of Public Works will attempt to resolve the dispute in good faith, in the first instance, before seeking other options that may be available to the parties.

5.2 In the event flow is not metered, CCWA shall be entitled to assume flows at the average of the of the sewer flow measured at Manhole SMMC5812595 and Manhole SMMC5812611 for the immediately prior three-month period.

ARTICLE 6

STANDARDS AND SPECIFICATIONS, SEWER USE ORDINANCES, AND INDUSTRIAL PRETREATMENT PROGRAMS

6.1 FULTON shall notify all parties utilizing the CCWA system within the Project that all discharges into the CCWA system must meet the standards and specifications of CCWA and of the State of Georgia.

6.2 FULTON shall issue an industrial pretreatment permit to any categorical industries or other industries as identified by CCWA's Sewer Use Ordinance as a user requiring an industrial pretreatment permit.

6.3 Nothing contained herein shall require CCWA to provide sewer services to any other area of Fulton County, nor shall CCWA be required to accept any sewage for treatment which does not meet all criteria of CLAYTON COUNTY, GEORGIA's Sewer Use Ordinance (Sec. 98-1 *et seq.*), which is hereby referenced and made a part hereof.

6.4 If a sanitary sewer surcharge is warranted, then FULTON shall establish rates that are identical to CCWA sewer surcharge rates, as they may be modified from time to time, and invoice the industry required to pay such sanitary sewer surcharge on a monthly basis. All funds collected by FULTON for such industrial pretreatment permitted discharges shall be paid to CCWA within 30 days of receipt of payment.

ARTICLE 7

TREATMENT FACILITIES

7.1. CCWA agrees that it will take such action as is reasonably required to provide treatment capacity up to 150,000 gpd for the sanitary sewage generated from the Project.

ARTICLE 8

SERVICE AREA

Nothing in this Agreement is intended to modify the sewer service area of responsibilities existing on or before the execution of this Agreement, nor to modify the provision of services to any existing customers.

ARTICLE 9

MAINTENANCE

Each Party hereto agrees to maintain its portion of its respective sewerage systems in accordance with all applicable rules and regulatory requirements of its respected governing authorities, meaning the Fulton County Board of Commissioners for FULTON and the CCWA Board of Directors for CCWA ("Governing Authorities"), the State of Georgia, and the United States.

PART III – SEWER COLLECTION AND BILLING (Lake Royale Subdivision)

ARTICLE 10

SCOPE OF SERVICES FOR LAKE ROYALE SUBDIVISION

10.1. CCWA agrees to provide to FULTON sewer billing, collection and remittance services ("Billing Services") for Outside Customers. Specifically, the CCWA will provide the following services:

- a. Furnish all water, make all repairs to water meters, read all water meters, and keep all records incident to the Billing Services;
- b. Issue bills, either by paper or electronically, to Outside Customers, for the payment of sewer service fees in accordance with applicable laws of FULTON, as may be amended, with such bills calculated based upon the volume of water registered by CCWA's water meter(s) servicing Outside Customers;
- c. Collect sewer fees from Outside Customers and remit such sewer fees in accordance with the terms of Article 15, less compensation payable to the CCWA under Article 18;

d. Keep accurate records and accounts of Outside Customers, consistent with information retained for CCWA's customer accounts, and all funds and payments received from Outside Customers for water service and sewer service charges;

e. Maintain, test, repair and/or replace defective meters on a basis consistent with those policies employed by CCWA for delivery of water services within its general service area; and

f. Provide FULTON with full and complete reporting of Outside Customer account information contained in CCWA's collection and billing system, as may be reasonably necessary for auditing or other related purposes.

10.2. CCWA agrees that this Agreement will apply to, and it will provide Billing Services concerning Outside Customers existing on the effective date of this Agreement and will also provide services to Outside Customers arising after the effective date of this Agreement by virtue of new development or customers within the Lake Royale subdivision, the transfer of ownership of an Outside Customer facility, premise, residence or business, changes in leasehold tenants, or otherwise. CCWA will make all reasonable efforts to provide Billing Services in a manner consistent with delivery of equivalent billing services provided to customers inside Clayton County, Georgia.

ARTICLE 11

INFORMATION TO BE PROVIDED BY THE COUNTY

11.1. FULTON must provide the following information to CCWA for sewer billing and collection purposes:

a. A sewer services rate structure compatible to that currently in use by CCWA. The rate structure units used by CCWA at the time of this Agreement is expressed in price to the nearest hundredth of a dollar per thousand gallons. If during the term of this Agreement, CCWA determines to change its rate structure, then if required to ensure compatibility with the CCWA's rate structure, FULTON must provide rates in kind by the date upon which the CCWA change becomes effective. To effectuate this term, CCWA agrees that it will provide FULTON advance written notice of a change in its rate structure 60 days prior to such a change becoming effective. Upon receipt of said notice, FULTON shall immediately take necessary measures to provide rates accordingly.

b. During the term of this Agreement, if FULTON enacts new sewer services rates for Outside Customers, it must provide CCWA written notice of such new rates at least 60 days before they become effective. CCWA will apply FULTON's new sewer services rates on the first full billing cycle following the 60-day notice period and the

legislated effective date. For purposes of this Agreement, the new sewer rates will be deemed effective at the time the new rate is applied in CCWA's billing statements prorated to the effective date of the new sewer service rates. CCWA will not be liable for sewer revenues resulting from differences in sewer rates billed following FULTON's adoption of new rates but prior to FULTON's new rates becoming effective pursuant to this section.

ARTICLE 12

INFORMATION TO BE PROVIDED BY CCWA

12.1. CCWA will provide monthly reports containing billing summaries, account receivables, and delinquent accounts for Outside Customers consistent with CCWA's monthly reporting policies and standards for its other customers.

12.2. The monthly reports will be provided by CCWA to FULTON by the 15th day of each month and will include data from the prior month's billing period.

12.3. On a monthly basis, CCWA will provide a report to the County that lists all new Outside Customers added to the system during the previous billing period.

ARTICLE 13

METERING

13.1. All water delivered by CCWA to Outside Customers will be metered and the volume of water registered by the meter will provide the basis for calculating the amount of applicable County sewer charges except as specified in Section 13.4.

13.2. At the time of installation, metering equipment provided by CCWA will meet or exceed the industry standards set by the American Water Works Association ("A WWA") for measuring the quantity of water delivered. CCWA is responsible for the cost and installation of all meters, and associated appurtenances, serving Outside Customers and can directly bill the Outside Customers for these services.

13.3. CCWA agrees to inspect, test and, if necessary, repair or replace any non-fire water metering equipment serving Outside Customers at least every three to four years for meters three (3) inches and over, beginning one (1) year after the effective date of this Agreement. FULTON will have the right to observe the calibration process, test the calibration equipment and review the calibration records of CCWA upon written request, at FULTON's expense. Due to the higher level of accuracy and precision inherent in water metering compared to sewer metering, the water meters used in the Lake Royale Subdivision must register within 2% above or below 100% of actual flows to be considered accurate for the purposes of this Agreement and

the parties' obligations under it. In addition, CCWA should have in place a meter replacement program for inaccurate and/or malfunctioning small (2 inches and less) meters based on evaluation of meter readings or test data and for the regular replacement of such meters every ten (10) to fifteen (15) years, or later if based on statistically significant meter test data.

13.4. If any meter fails to register or appears to have registered inaccurately for any billing period, the amount of water delivered during such billing period will be estimated in accordance with CCWA's then current policies and procedures. In the event that CCWA makes adjustments to Outside Customers' billable water usage, CCWA will make a corresponding adjustment to the sewer services bill component. Adjustments may be made in the event of bad meters, leaks and/or misreading of meters. Adjustments applicable to prior period billings will be deducted from current period payments of billed revenues.

13.5. Meters serving Outside Customers will be read in real time, on a monthly basis, or as otherwise determined by CCWA for billing purposes.

ARTICLE 14

RATE AND COMPUTATION OF BILLS

14.1. The sewer rate billed to Outside Customers by CCWA will be the retail sewer rate, as established from time to time by FULTON and provided to CCWA. Parties acknowledge that CCWA is responsible for providing water services within its service area and FULTON is responsible for providing sewer services within its service area. The cost for CCWA providing sewer billing and collection services for FULTON pursuant to this Agreement will not be collected by CCWA in addition to the sewer rates, as a surcharge or otherwise, but will be the responsibility of FULTON to include within the applicable sewer rates or otherwise, as deemed appropriate by FULTON.

14.2. The basis of sewer service charges for each Outside Customer will be the volume, in thousands of gallons, of water registered by CCWA's water meter(s) serving such Outside Customer during the applicable billing period.

ARTICLE 15

BILLING, COLLECTION, REMITTANCE

15.1. CCWA will bill Outside Customers for sewer service charges and water service charges concurrently.

15.2. CCWA will remit collected sewer service charges payments to FULTON on a monthly basis on or before the fifteenth (15th) day of each month; provided, however, that such payments will not include assessed late fees on sewer service.

15.3. The amounts billed for water and sewer services will be on the same billing statement. CCWA agrees that any payment received on a billing statement will be construed as having been made for both sewer and water services.

15.4. Prior to any calculation or payment to FULTON, CCWA will deduct all credit card charges, debit card charges, bank draft charges and similar charges from the gross receipts of each bill on a pro rata basis.

15.5. If, within 90 days of a bill being rendered, it is determined that an error has been made in the amount billed by CCWA, such error will be adjusted appropriately and payment credited. It is the parties' intention that, when adjustments are made to an Outside Customer's bill that affects the amount billed for water services, adjustments to the amount billed for sewer services will also be made. Such adjustments may involve refunding monies to such Outside Customer or billing the Outside Customer additional monies. To the extent that adjustments made to an Outside Customer's bill have an effect on monies paid to FULTON, CCWA may, in its next remittance to FULTON, deduct from such monies paid to FULTON the amount of any refund due to the Outside Customer.

15.6. If it is determined that an error has been made in the amount billed, any adjustments and payment credits will be made at the discretion of the CCWA's Customer Accounts Director or his or her designee. FULTON or its internal auditor is entitled, upon request and at its expense, to review any charge adjustments greater than \$100 to an Outside Customer account that may have occurred as a result of errors concerning the billing of that Outside Customer.

ARTICLE 16

COLLECTION OF PAST DUE AMOUNTS

16.1. CCWA holds no liability for payment to FULTON for past due amounts on non-active accounts of Outside Customers existing prior to effective date of this Agreement. However, CCWA will provide FULTON a listing of all past due, non-active accounts and the account information necessary for FULTON to independently collect past due sums on those non-active accounts. For all active past due accounts, CCWA will conduct collection activities on any past due amounts of Outside Customers using the same procedures and protocols as employed for collection of past due amounts on accounts of customers inside Clayton County, Georgia, including but not limited to notices, water service cut-offs, the placement of liens, use

of outside debt collection agencies, account balance write-offs, and other applicable collection methods in accordance with industry standards. In the event that CCWA retains the services of a debt collector, or incurs legal fees, to secure collection of past due amounts on active Outside Customer accounts, and such efforts result in the recovery of payments due FULTON then these costs will be deducted from payments to FULTON. At no instance will the costs for the collection efforts on a past due account exceed the amount collected. CCWA and FULTON will each provide a monthly report that details the amount collected on each account subject to the provisions of this section. FULTON agrees that the collection efforts for active past due accounts, including all legal and equitable remedies are the responsibility of CCWA and, as such, FULTON agrees not to materially interfere with or impede such collection efforts.

ARTICLE 17

TERMINATION OF WATER SERVICES

17.1. With regard to the termination of water service for non-payment, CCWA will provide the same level of service and implement the same policies for Outside Customers as applied to customers inside Clayton County, Georgia. CCWA's exercise of its termination policies on Outside Customer accounts in no way may be construed to subject CCWA to liability to FULTON.

ARTICLE 18

COMPENSATION FOR THE SERVICES

18.1. FULTON agrees to pay CCWA a monthly fee calculated at 8% of the total of collected sewer service charges payments remitted pursuant to Section 15.2 of this Agreement ("Fulton Payment"). For each month, CCWA will invoice FULTON for the Fulton Payment and FULTON shall render payment to CCWA within 30 days of FULTON's receipt of the invoice.

PART IV – PROVISIONS OF GENERAL APPLICATION

ARTICLE 19

DEFAULT

19.1. Failure of FULTON to pay CCWA any of the payments required under this Agreement when due, or failure of any Party to comply with any covenant, term, or obligation of

this Agreement, which failure is not timely cured after reasonable notice, shall constitute a material default on the part of such Party. In any such event, the non-defaulting Party may terminate the agreement by providing sixty (60) days' notice to the defaulting Party, or bring any suit, action, or proceeding in law or equity, including but not limited to mandamus, injunction, and/or action for specific performance as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other Party. In the event termination is sought under this Article, FULTON shall disconnect all of its facilities from the CCWA system within the sixty (60) day notice period.

ARTICLE 20

TERMINATION FOR CONVENIENCE

20.1. Either Party may unilaterally terminate this Agreement for convenience, and without cause after one-hundred and eighty (180) days' written notice to the other Party. FULTON shall disconnect all of its facilities from the CCWA system within the one-hundred and eighty (180) day notice period.

ARTICLE 21

LIABILITY

21.1. CCWA agrees that it shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, CCWA's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of FULTON or its employees, agents or operators. Nothing herein shall be construed as a waiver of the CCWA's sovereign immunity or any governmental immunity available to its officials, employees, or agents. FULTON agrees that it shall be responsible for all costs and damages stemming from all claims, actions, damages, liability and expenses from third parties resulting from actions of its employees, agents, and operators. Notwithstanding anything to the contrary contained in this Agreement, FULTON's liability under this Agreement shall not include any claim arising from the gross negligence or willful misconduct of CCWA or its employees, agents or operators. Nothing herein shall be construed as a waiver of FULTON's sovereign immunity or any governmental immunity available to its officials, employees, or agents.

ARTICLE 22

ENTIRE AGREEMENT AND MODIFICATIONS

22.1 The Parties acknowledge this Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior, contemporaneous, oral or written negotiations, agreements or understandings between the Parties regarding such matters. No representation, oral or written, not incorporated in this Agreement shall be binding upon the Parties.

22.2 This Agreement may not be changed, modified, amended or altered except in a written agreement signed by the Parties.

22.3 This Agreement shall be in effect and shall constitute a binding obligation of the Parties hereto from and after its execution by the last Party to execute same. The Parties may agree to amend this Agreement at any time.

22.4 The Parties agree to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both Parties. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both Parties. However, nothing herein shall prevent either Party from proposing amendments to the other Party at any time during the term of this Agreement.

22.5 Should there arise any issues or disputes related to this Agreement, the Parties will in good faith attempt to resolve such issues or disputes promptly and amicably and may by mutual agreement submit same to non-binding mediation.

ARTICLE 23

SEVERABILITY, WAIVER, AND ENFORCEABILITY

23.1 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

23.2 No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. No failure or delay by a Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies which it would otherwise have hereunder.

23.3 The Parties agree that this Agreement was fairly negotiated at arm's length, and neither Party shall be considered to have been the drafter of the Agreement for purposes of any rules of construction. Should any provision of this Agreement require judicial interpretation, the

Parties agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

23.4 This Agreement shall inure to the benefit of and be binding upon the undersigned Parties, their successors in office, and assigns.

ARTICLE 24

MISCELLANEOUS

24.1 The headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

24.2 This Agreement may be executed in one or more counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Facsimile or pdf signatures shall be deemed originals with the same enforceability as if they were originals.

24.3 This Agreement shall be construed and interpreted under the laws of the State of Georgia.

24.4 The signature of a representative of any Party to this Agreement is a warranty that the representative is duly authorized to execute this Agreement and that by such execution, such Party is hereby duly and lawfully bound by this Agreement.

24.5 No Party not a signatory to this Agreement shall be a beneficiary of the rights and obligations hereunder.

ARTICLE 25

NOTICE

25.1. All required notices shall be i) delivered in person, or ii) upon actual delivery when sent by national overnight express commercial carrier, or iii) on the third day after the postmark date when mailed by certified mail, return receipt requested. Notices shall be addressed to the Parties at the following addresses:

**CLAYTON COUNTY WATER
AUTHORITY:**

Chief Executive Officer

FULTON COUNTY:

County Manager
Fulton County Government Center

1600 Battle Creek Road
Morrow, Georgia 30260

With a copy to:

Chief Operating Officer
1600 Battle Creek Road
Morrow, Georgia 30260

With a copy to:

General Counsel
1600 Battle Creek Road
Morrow, Georgia 30260

141 Pryor Street SW, Ste. 10061
Atlanta, GA 30303

With a copy to:

Director
Department of Public Works
Fulton County Government Center
141 Pryor Street, SW, Suite 6001
Atlanta, Georgia 30303

With a copy to:

Office of the County Attorney
Fulton County Government Center
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the year and day as below written.

[SIGNATURE PAGES FOLLOWING]

CLAYTON COUNTY WATER AUTHORITY

By: _____(SEAL)
Dr. Cephus Jackson, Chairman

Attest: _____(SEAL)
P. Michael Thomas, Secretary

DATE OF EXECUTION: _____

FULTON COUNTY, GEORGIA



ATTESTED:

Tonya R. Grier
Tonya R. Grier, Clerk to the Commission

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

APPROVED AS TO FORM:

Y. Soo Jo
Y. Soo Jo, County Attorney

APPROVED AS TO CONTENT

David Clark
David Clark, Director
Department of Public Works

DATE OF EXECUTION: 04/29/2025

ITEM # 250250 FRM 4 / 2 / 25
FIRST REGULAR MEETING

EXHIBIT "A"

