

DADE COUNTY WATER AND SEWER AUTHORITY

REGULAR BOARD MEETING AGENDA

MAY 24, 2022 6:30 P.M.

MEETING ROOM: DADE COUNTY WATER & SEWER AUTHORITY

MAIN OFFICE: 250 BOND ST

MEETING LOCATION CHANGED DUE TO SCHEDULING CONFLICT

- 1. Call to Order
 - a. Prayer and Pledge of Allegiance
 - b. Roll call
- 2. Approve minutes from previous meeting
- 3. Fiscal Matters
 - a. Monthly Financial Report
- 4. Appearances
- 5. Legal Matters
- 6. Old Business
 - a. USDA Project Update
- 7. New Business
 - a. GEFA Loan Assumption for Sells Lane Property
 - b. Vulcan Road Line Repair
- 8. Executive Session (if any)
- 9. <u>Citizen Participation</u>
- 10. Adjournment

MINUTES OF

DADE COUNTY WATER AND SEWER AUTHORITY

April 26, 2022

Members Present

Members Absent

Others Present

Eddie Cantrell, Chairperson Travis Daniel, Vice Chairperson Daniel Glecier, II Darrell Pardue Allen Townsend Sherri Walker Elizabeth Zeller

The regularly-scheduled monthly meeting of the Dade County Water and Sewer Authority ("Water Authority") was held at the Dade County Water and Sewer Authority building at 6:30 p.m., on April 26, 2022. Chairperson Cantrell called the meeting to order and announced that the meeting was officially posted and legally advertised as required by the open meeting laws of the State of Georgia, and that a quorum of the members was present. Mr. Cantrell opened the meeting with prayer and the pledge of allegiance.

A roll call of board members was taken with attendance as noted in the table above.

Mr. Glecier made a motion to approve the minutes of the March 2022 meeting. Mr. Townsend seconded the motion and all approved.

Financial Report

Mrs. Zeller presented the financial report. She reported that the March 2022 revenue was \$275,664.73 and expenses were \$301,637,46 for a net loss of \$25,972.73. There were 8 new taps during the month. Mrs. Zeller gave the operational report, listing the work for all three departments for March. Mr. Townsend made a motion to approve the Financial Report, and the motion was seconded by Mr. Daniel and all approved.

Legal Matters

There were no legal matters.

Appearances

There were no appearances.

Old Business

Mrs. Sherri Walker, General Manager, updated the board on the USDA Projects. Water Main Upgrades contract #1 is complete. In progress is contract #2, the meter replacement program for large meters. Work on Contract #3- The Sand Mountain Pump is approximately 75% complete. Fabricated piping still needs to be delivered. Painting of Hooker Tank is complete under Contract #4- Rehabilitation of Water Storage Tanks. Lookout Mountain Tank painting has been completed, but site restoration is continuing. ECWAG- Construction is complete and final pay request submitted April 20, 2022.

New Business

McLemore Sewer, Inc has been granted the land application system permit for Canyon Ridge Water Reclamation Facility effective April 1, 2022. DCWA will remain responsible for operation and maintenance until June 15, 2022.

As a result of the large number of grants submitted to the State and Local Fiscal Recovery Fund, our grant applications were not approved. Sherri Walker, General Manager, has resubmitted the grants to Congressionally Directed Spending. A contract proposal from Bo Butler for assistance in writing grant contracts was presented to the board by Chairman Cantrell. Cantrell suggested that the board review the contract and decide at its next meeting on May 24, 2022.

AMR Opt-Out Policy and Water Meter/Water Use Policy were presented by Mrs. Walker. Water Meter/Water Use Policy will cover the following rules and regulations with regards to consumer and/or property owners supplied with water from Dade County Water and Sewer Authority: unauthorized water use, water meters, removal and replacement of meters, meter valve access, and O.C.G.A. 16-7-25. Mr. Glecier made a motion to accept the Water Meter/Water Use Policy. The motion was seconded by Mr. Townsend, and all approved it.

The AMR Opt-Out Policy allows for the removal of radio frequency (RF) emitting equipment used for meter reading at premises and its replacement with non-automated equipment. Customers opting out of AMR will incur a \$50 setup fee and a \$30 read charge each month for manually reading the meter(s). The motion to accept the AMR Opt-Out Policy was made by Mr. Daniel. The motion was seconded by Mr. Glecier and all approved.

Executive Session

There was no executive session.

There being no further business before the Water Authority Board, the Chair called for a motion to dismiss. Mr. Townsend made a motion to dismiss, and the motion was seconded by Mr. Glecier. The motion was passed unanimously, and the meeting was adjourned. The next regularly-scheduled meeting is set for May 24, 2022 at 6:30 p.m., in the Dade County Water and Sewer Authority Building.

As recorded by:	Attested by:
Eddie Cantrell Chairperson	Travis Daniel, Vice-Chairperson

10:55 AM 05/20/22 Accrual Basis

DADE COUNTY WATER & SEWER AUTHORITY Profit & Loss

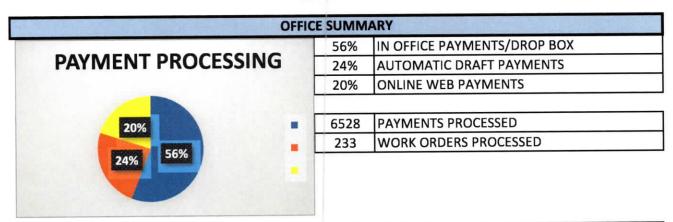
April 2022

	Apr 22
Income	
402 · INCOME WATER RENTS	297,043.22
403 - INCOME-SEWER COLLECTION FEES	2,956.61
404 · Income/Miscellaneous	5,182.86
405 · INTEREST INCOME	57.56
406 · TAP FEE INCOME	14,500.00
Total Income	319,740.25
Gross Profit	319,740.25
Expense	
501 · CREDIT CARD PROCESSING FEES	4,124.07
501.1 · CHECK PROCESSING FEES	122.95
507 · ELECTRICITY EXPENSE	36,683.67
508 · EMPLOYEE BENEFITS	26,927.09
509 · INSURANCE	1,267.93
511 · INTEREST EXPENSE GEFA LOAN	2,811.46
513 · MATERIALS AND SUPPLIES	19,433.02
514 · CHEMICALS	3,800.60
516 · OFFICE EXPENSE AND POSTAGE	5,840.91
517 · INTEREST EXPENSE ON NRWA LOAN	109.06
519 · PROFESSIONAL FEES	5,110.00
522 · REPAIRS AND MAINTENANCE	4,772.05
524 · SALARIES AND WAGES	107,745.95
525 · PAYROLL TAXES	8,242.57
526 · TELEPHONE	1,756.42
530 · EMPLOYEE UNIFORMS	470.30
535 · TRUCK EXPENSE	14,884.51
537 - SEWER EXPENSE	16,301.55
537.1 · CONTRACT LABOR SEWER	6,840.00
545 · JANITORIAL EXPENSE	300.00
546 · DUES AND SUBSCRIPTIONS	3,191.58
549 · WATER UTILITY EXPENSE	512.09
553 - EDUCATIONAL EXPENSE	445.00
554 · WHEELAGE & TREATMENT CHARGES	4,656.00
REVENUE BOND SINKING FUND	48,221.98
Total Expense	324,570.76
Net Income	-4,830.51

Dade County Water and Sewer Authority Fixed Charges Coverage Ratio as of 04/30/2022

Change in net position	419,065.25	X	
Plus: Interest expense	99,343.70	X	
Plus: Depreciation	525,974.40	X	
Net Revenues to date			1,044,383.35
Number of months in current fiscal year	10.00		
Net Revenues annualized for the year		\$	1,253,260.00
Fixed Charges			
Plus: Scheduled interest payments for FY	171,164.75	#	
Plus: Scheduled principal payment for FY	613,484.44	#	
Total Scheduled Fixed Charges			784,649.19
Calculated ratio			1.60
Calculated Tatio			
Required ratio for revenue bonds			<u>1.10</u>
Required ratio for GEFA loan			1.05
Required faile for OLI A loan			adapted to the same

OPERATIONS SUMMARY REPORT APRIL 2022



MAINTENANCE SUMMARY			
WORK ORDER CODE	TOTALS	WORK ORDER CODE	
METER CHANGE OUT	3	REREAD METER	6
CHECK METER	26	REPAIR METER	0
CHECK PRESSURE	3	CUT OFF FOR RETURN CHECK	1
FLUSH LINES	4	STOP REPAIR	1
LEAK REPORTED IN AREA	7	TAP	9
CUT OFF	34	TRANSMITTER INSTALL	6
CUT ON	32	TRANSMITTER CHANGE OUT	3
PULL METER DATA	6	NON PAYMENT DISCONNECT	43
READ AND LEAVE ON	49	IPERL MAINTENANCE	0
		TOTAL WORKORDERS	233

	NOTES
135	811 LINE LOCATES
11	WATER MAIN LEAKS REPAIRED
10	TAPS INSTALLED

TREATMENT PLANT SUMMARY MONTHLY SAMPLING 1 TOC SAMPLE - 04/12/2022 20 COLIFORM SAMPLES - 04/27/2022 THM-TRIHALOMETHANES - NEXT DUE MAY HAA-HALOACETIC ACIDS - NEXT DUE MAY

RECEIVED 10 EMERGENCY CALLS

REPLACED #4 PUMP CONTROLLER	
<u></u>	

1:31 PM 05/20/22 Accrual Basis

DADE COUNTY WATER & SEWER AUTHORITY Balance Sheet

As of April 30, 2022

j	
İ	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
100 · PETTY CASH	
100.1 · VAULT	250.00
100.2 · CASH DRAWER #1	
100.3 · CASH DRAWER #2	200.00
100.4 · PETTY CASH	200.00
100.4 · PETTT CASH	300.00
Total 100 · PETTY CASH	950.00
101 · CASH IN BANK REVENUE W	261,137.02
103.2 · PROPERTY LEASE	1,005.00
103.4 · GEFA REVENUE ACCT	534.42
103.5 · USDA REVENUE	500.00
103.6 · USDA SINKING FUND	400.00
104 - CASH IN BANK O&M ACCOUNT	173,411.77
105 - CASH IN BANK PAYROLL	91,157.33
108 · METER DEPOSIT ACCOUNT	277,503.35
109 · METER DEPOSIT SAVINGS	98,000.00
110 · SINKING FUND	623,205.13
110.1 · REVENUE BOND SINKING FUI	ND 431,897.64
111 · TAP FEE REVENUE	482,146.45
112 · TAP FEE SAVINGS	137,281.96
116.2 · HRA DADE COMMISSION FUN	D 7,443.85
193 - CASH IN BANK - MONEY MÁRKI	
193.1 · MONEY MARKET-RET. DOUG	ANDERTON 228,486.52
Total Checking/Savings	2,841,686.70
Other Current Assets	
113 · CUSTOMER A/R - WATER	399,365.98
114 · ALLOWANCE FOR DOUBTFUL A	•
115 - ACCRUED INTEREST RECEIVA	·
117 - SEWER MAINTENANCE SURCH	
118 - INVENTORY	239,674.59
119 · PREPAID EXPENSES	53,121.16
131.1 · Unbilled Revenue	65,700.00
Total Other Current Assets	749,284.28
Total Current Assets	3,590,970.98
Fixed Assets	
120 · COMPUTER EQUIPMENT WATER F	
121 - COMPUTER EQUIPMENT TAP FEE	FUND 170,632.22
124 · TOOLS AND EQUIPMENT	60,412.89
125 · BORING MACHINE, TRENCHER TF	
126 - EQUIPMENT TFF	170,899.39
127 - AUTO AND TRUCK WATER FUND	127,759.52
128 · AUTO AND TRUCK TAP FEE FUND	401,113.22
129 · OFFICE BUILDING WF	238,218.33
130 · PROPERTY IMPROVEMENTS	34,948.60
131 · NEW CONNECTIONS	80,723.89
132 · COST OF CONSTRUCTION WF #1	1,016,114.41
133 · COST OF CONSTRUCTION WF #2	1,413,561.22
134 · COST OF CONSTRUCTION WF #3	3,802,320.00
135 · COST OF CONSTRUCTION WF#4	1,200,838.87
136 · COST OF CONST-NEW LINE EXT	745,293.42
137 · INVESTMENTS IN WATER SYSTEM	
138 · NEW SALEM SYSTEM WF	281,751.39
139 · RISING FAWN SYSTEM WF	41,042.36
140 - LOOKOUT MOUNTAIN SYSTEM	2,872,791.60
141 · A/D COMPUTER EQUIPMENT WF	-5,834.00
142 · A/D COMPUTER EQUIPMENT TFF	-111,510.08
143 · SEWER SYSTEM	59,788.34
143.1 · A/D SEWER SYSTEM	-2,823.35
145 · A/D TOOLS AND EQUIPMENT WF	-52,255.49
140 AD 100EG WID EMOREMENT ME	

1:31 PM 05/20/22 Accrual Basis

DADE COUNTY WATER & SEWER AUTHORITY Balance Sheet

As of April 30, 2022

	Apr 30, 22
146 · A/D BORING MACH & TRENCHER WF	128,129.89
147 - A/D EQUIPMENT TFF	-166,722.80
148 · A/D AUTO & TRUCK WF	-87,764.52
149 · A/D AUTO & TRUCK TFF	-327,678.89
150 · A/D OFFICE BUILDING WF	-143,820.18
151 · A/D PROPERTY IMPROVEMENTS	-15,513.25
152 · A/D NEW CONNECTIONS	-80,723.89
153 · A/D COST OF CONSTRUCTION #1	-1,016,114.41
154 · A/D COST OF CONSTRUCTION #2	-1,413,561.22
155 · A/D COST OF CONSTRUCTION #3	-3,802,320.00
156 · A/D COST OF CONSTRUCTION #4	-1,105,651.55
157 · A/D NEW LINE EXTENSIONS	-685,242.08
158 · A/D INVESTMENT/TRENTON SYSTEM	-1,941,357.77
159 · A/D NEW SALEM SYSTEM	-214,757.21
160 · A/D RISING FAWN SYSTEM	-41,042.36
161 · A/D LOOKOUT MOUNTAIN SYSTEM	-2,866,199.84
162 · LAND	48,750.70
164 - LAND TANK SITE	414,785.76
165 · LAND WATER TREATMENT PLANT	2,000.00
166 · LAND OFFICE BUILDING	8,199.56
167 · LAND W D CURETON	20,000.00
168 - LAND EASEMENT CASE SETTLEMENT	5,437.50
169 · LAND EASEMENTS ELLEN C DYER	5,000.00
172 · A/D BYRD'S CHAPEL PROJECT	-139,522.92
173 - PUMPING STATION	-538,801.16
174 · A/D TELEMETRY EQUIPMENT	-48.374.75
175 · BYRD'S CHAPEL PROJECT	187,069.47
176 · PUMPING STATION-	1,259,672.83
177 · TELEMETRY EQUIPMENT	48,374.75
185 · NEW LINE EXTENSIONS	701,599.05
186 · A/D NEW LINE EXT 1994	-468,092.10
188 · NEW LINE EXTENSIONS - 1997	374,448.42
189 · A/D - NEW LINE EXT 1997	-374,448.42
190 · STATELINE PROJECT	701,260.50
191 · A/D STATELINE	-413,451.54
192 · HIGHWAY 157 LINE EXTENSION	67,291.00
194 · A/D 157 EXT.	-38,692.44
195 · CONSTR IN PROCESS - LINE EXTENS	1,930,438.92
195.2 · CONSTRUCTION IN PROGRESS	1,635,247.15
196 · TREATEMENT PLANT IMPROVEMENTS	3,203,789.21
199 · WATER TANK IMPROVEMENTS	1,346,210.27
226 · A/D LINE EXTENSIONS	-1,827,355.33
227 - A/D-TREATMENT PLANT IMPROVEMENT	-2,059,116.14
228 · A/D WATER TANK IMPROVEMENTS	-765,675.65
Total Fixed Assets	8,353,989.01
TOTAL ASSETS	11,944,959.99
LIABILITIES & EQUITY Liabilities Current Liabilities	
Accounts Payable 2000 · *Accounts Payable	88,210.85
2000 - Accounts rayable	00,210,03
Total Accounts Payable	88,210.85

1:31 PM 05/20/22 Accrual Basis

DADE COUNTY WATER & SEWER AUTHORITY Balance Sheet As of April 30, 2022

	Apr 30, 22
Other Current Liabilities	
201 · ACCOUNTS PAYABLE	873,699,36
202 · DUE TO SEWER SYSTEM	41,452,13
205 · ACCRUED INTEREST PAYABLE	3,097.11
207 · ACCRUED SALARIES AND WAGES	26,576.19
208 - GEORGIA WITHHOLDING TAX	4,560.11
209 · FEDERAL WITHHOLDING TAX	-0.30
2100 · Payroll Liabilities	-335.07
218 · EMP. UNIFORMS-EMPLOYEE PORTION	-341.18
235 · ACCRUED RETIREMENT BENEFIT	226,606.60
240 · NRWA LOAN	42,766.38
Total Other Current Liabilities	1,218,081.33
Total Current Liabilities	1,306,292.18
Long Term Liabilities	
171.3 · BOND PREMIUM - 2011	371,165.35
171.4 · ACC AMORT-BOND PREMIUM 2011	-211,629.58
182 · DEF. LOSS ISSUE EXPIRING 07-28	-284,979.25
182.1 · 2003 DEF. LOSS ISSUE EXP 07-28	-343,775.64
183 · ACCUM AMORT-ISSUE EXP 07-28	234,532.81
184.1 · ACCUM AMORT ISSUE EXP 07-28	219,050.00
206 · DEF. METER DEPOSITS DUE - WF	191,320.10
211 - ACCRUED VACATION	30,442,82
214 · BONDS PAYABLE - 2011 REFUNDING	3,120,000.00 707,577.60
230 · GEFA LOAN # 2010L08WS 231 · GEFA LOAN RESERVOIR #RF2018001	331,510.69
Total Long Term Liabilities	4,365,214.90
Total Liabilities	5,671,507.08
Equity	
305 · RETAINED EARNINGS TFF	623,205.13
308 · INVESTED IN CAPITAL ASSETS, NET	4,381,383.00
3900 · Retained Earnings	849,799.53
Net Income	419,065.25
Total Equity	6,273,452.91
TOTAL LIABILITIES & EQUITY	11,944,959.99

1:19 PM 05/20/22 Accrual Basis

DADE COUNTY WATER & SEWER AUTHORITY Profit & Loss

February, through April 2022

	Feb 22	Mar 22	Apr 22	TOTAL
Income				
402 · INCOME WATER RENTS	297,376.83	257,159.06	297,043.22	851,579.11
403 · INCOME-SEWER COLLECTION FEES	3,130.42	3,259.18	2,956.61	9,346.21
404 · INCOME/MISCELLANEOUS	7,422.10	4,988.61	5,182.86	17,593.57
405 · INTEREST INCOME	68.38	57.88	57,56	183.82
406 · TAP FEE INCOME	16,800.00	10,200.00	14,500.00	41,500.00
Total Income	324,797.73	275,664.73	319,740.25	920,202.71
Gross Profit	324,797.73	275,664.73	319,740.25	920,202.71
Expense				
501 · CREDIT CARD PROCESSING FEES	3,974.05	3,894.28	4,124.07	11,992.40
501.1 · CHECK PROCESSING FEES	120.85	119.05	122.95	362.85
502 · DEPRECIATION	52,597.44	52,597.44	52,597.44	157,792.32
506 · BAD DEBTS	0.00	-163.34	0.00	-163.34
507 · ELECTRICITY EXPENSE	37,783.09	37,295.22	36,683.67	111,761.98
508 · EMPLOYEE BENEFITS	26,774.92	26,828.71	26,927.09	80,530.72
509 · INSURANCE	1,179.93	1,179.93	1,267.93	3,627.79
510 · INTEREST ON BONDS PAYABLE	740.08	740.08	740.08	2,220.24
511 · INTEREST EXPENSE GEFA LOAN	2,846.83	2,829.17	2,811.46	8,487.46
513 · MATERIALS AND SUPPLIES	15,402.95	26,656.15	19,433.02	61,492.12
514 · CHEMICALS	2,170.00	17,787.94	3,800.60	23,758.54
515 · MISCELLANEOUS	-124.55	162.27	0.00	37.72
516 · OFFICE EXPENSE AND POSTAGE	2,710.32	9,540.11	5,840.91	18,091.34
517 · INTEREST EXPENSE ON NRWA LOA	N 113.33	111.20	109.06	333.59
518 · BOARD MEMBER FEES	0.00	118.17	0.00	118.17
519 · PROFESSIONAL FEES	9,310.00	585.00	5,110.00	15,005.00
520 · COMPUTER MAINTENANCE	0.00	2,019.46	0.00	2,019.46
522 · REPAIRS AND MAINTENANCE	2,878.25	15,574.01	4,772.05	23,224.31
524 · SALARIES AND WAGES	71,731.74	77,601.50	107,745.95	257,079.19
525 · PAYROLL TAXES	5,487.47	5,936.48	8,242.57	19,666.52
526 · TELEPHONE	1,178.05	1,049.94	1,756.42	3,984.41
530 · EMPLOYEE UNIFORMS	404.02	489.49	470.30	1,363.81
535 · TRUCK EXPENSE	6,781.14	6,667.54	14,884.51	28,333.19
537 · SEWER EXPENSE	0.00	10,555.86	16,301.55	26,857.41
537.1 · CONTRACT LABOR SEWER	3,480.00	3,480.00	6,840.00	13,800.00
542 · TRAVEL EXPENSES	674.90	0.00	0.00	674.90
545 · JANITORIAL EXPENSE	300.00	300.00	300.00	900.00
546 · DUES AND SUBSCRIPTIONS	14.99	0.00	3,191.58	3,206.57
549 · WATER UTILITY EXPENSE	518.77	514.54	512.09	1,545.40
553 · EDUCATIONAL EXPENSE	3,820.00	0.00	445.00	4,265.00
554 · WHEELAGE & TREATMENT CHARG	ES <u>0.00</u>	2,282.80	4,656.00	6,938.80
Total Expense	252,868.57	306,753.00	329,686.30	889,307.87
Net Income	71,929.16	-31,088.27	-9,946.05	30,894.84



PROJECT UPDATES

AS OF 5/20/2022

CONTRACT #1 - WATER MAIN UPGRADES

COMPLETE

COMPLETE

CONTRACT #2 - METER REPLACEMENT PROGRAM

IN PROGRESS

AWAITING DELIVERY OF 3,100 RESIDENTIAL METERS - EXPECTED IN OCTOBER

CONTRACT #3 - PUMP STATION UPGRADES SAND MOUNTAIN PUMPSTATION

IN PROGRESS

APPROX. 96% COMPLETE - AWAITING DELIVERY OF SURGE VALVE AND FITTINGS

CONTRACT #4 - REHABILITATION OF WATER STORAGE TANKS

HOOKER & LOOKOUT TANKS COMPLETE

COMPLETE

ECWAG - (EMERGENCY COMMUNITY WATER ASSISTANCE GRANT)

COMPLETE

Georgia Environmental Finance Authority

Brian P. Kemp Governor

Kevin Clark

Executive Director



May 2, 2022

Ms. Sherry Walker General Manager Dade County Water Authority P.O. Box 1047 Trenton, GA 30752

Mr. Ted Rumley
Dade County Commissioner
P.O. Box 370
Trenton, GA 30752

Re: Assignment, Assumption, and Release Agreement

Dear Ms. Walker and Commissioner Rumley:

GEFA looks forward to working with you on this Assignment, Assumption, and Release Agreement between Dade County Water Authority (Assignor), Dade County (Assignee), and GEFA (Lender).

To execute the agreement, carefully read and sign all three copies, and transfer the documents to Dade County. Dade County will also sign all three copies, and one copy of the promissory note. Dade County will mail the three original copies of the agreement and one original of the promissory note to GEFA for final execution.

Please also send GEFA minutes of the meeting from the governing body of Dade County Water Authority and Dade County, authorizing the assignment agreement.

GEFA will mail one original agreement back to Dade County Water Authority and one original to Dade County. We are happy to answer questions you may have.

Sincerely,

David Gipson

Director of Water Resources

Enclosures



ASSIGNMENT AMPTION, AND RELEASE AGREEMENT

This ASSIGNMENT, ASSUMPTION D RELEASE AGREEMENT (this "Assignment"), made as of this ____ day of _____, 2022, by and among Dade County Water Authority (the "Assignor"), a public body politic duly created and existing under the laws of the State of Georgia, and Dade County (the "Assignee"), a municipal corporation duly created and existing under the laws of the State of Georgia, and the Georgia Environmental Finance Authority (the "Lender"), a public corporation duly created and existing under the laws of the State of Georgia;

RECITALS

WHEREAS, the Assignor wishes to assign to the Assignee all of its right, title, and interest in and to (1) the Loan Agreement, dated July 12, 2018, between the Assignor and the Lender, and (2) the Promissory Note, dated June 18, 2018, of the Assignor in favor of the Lender (collectively the "Credit Documents" for Georgia Environmental Finance Authority Loan #RF2018001); and

WHEREAS, the Assignee wishes to assume all of the Assignor's obligations under the Credit Documents; and

WHEREAS, the parties wish to release the Assignor from all liability under the Credit Documents;

- NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained on the part of the Assignee to be kept and performed, the Assignor does hereby assign to the Assignee, and the Assignee does hereby accept and agree to the assignment from the Assignor, subject to the terms and conditions of this Assignment, of all right, title, and interest of the Assignor in and to the Credit Documents.
- 1. <u>Assignment of Rights</u>. The Assignor does hereby absolutely and unconditionally grant, set over, deliver, sell, assign, transfer, and convey to the Assignee and its successors and assigns all of the right, title, interest, remedies, powers, options, benefits, and privileges that the Assignor possesses in, to, and under the Credit Documents.
- 2. Assumption of Obligations The Assignee hereby directly assumes all representations, warranties, obligations, agreements, covenants, liabilities, duties, responsibilities, and undertakings imposed upon the Assignor under the Credit Documents and agrees to perform and satisfy, according to their terms and conditions, all of the representations, warranties, obligations, agreements, covenants, liabilities, duties, responsibilities, and undertakings of the Assignor thereunder. The Assignee hereby becomes directly obligated and liable to the Lender for any and all representations, warranties, obligations, agreements, covenants, liabilities, duties, responsibilities, and undertakings of the Assignor contained in the Credit Documents.
- 3. <u>Consent and Release of Assignor</u>. The Assignor hereby consents to the assignment and assumption of the Loan Agreement dated and the Promissory Noted dated, as set forth in Sections 1 and 2, above, and herb releasor the Assignor from all its duties and obligations with respect to the debt and terms of the Loan and Note. In consideration of the assignment and assumption of the Credit Documents as provided for in this Assignment, the Lender hereby releases the Assignor from any further liability under or on account of the Credit Documents.

4. <u>Indemnification</u>.

- (a) Assignee shall hold Assignor harmless from, and hereby indemnifies Assignor against any and all claims, costs, penalties, damages, losses, liabilities and expenses that may at any time be incurred by Assignor as result of acts, omissions or occurrences relating to the Credit Documents.
- (b) Assignor shall be responsible for, and hereby indemnifies and holds Assignee harmless from and against, any and all claims, costs, penalties, damages, losses, liabilities and expenses that may at any time be incurred by Assignees as a result of acts, omissions or occurrences relating to the Credit Documents which occur, accrue or arise prior to the Assignment Date, but only to the extent that Assignor is liable for same as provided in the Credit Documents.
- 5. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which it is given.
- 6. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and interpreted, construed and enforced in accordance with, the laws of the State of Georgia.
- Agreement dated and the Promissory Noted dated, as set forth in Sections 1 and 2, above, and herb releasor the Assignor from all its duties and obligations with respect to the debt and terms of the Loan and Note. In consideration of the assignment and assumption of the Credit Documents as provided for in this Assignment, the Lender hereby releases the Assignor from any further liability under or on account of the Credit Documents.
- 8. <u>Execution of Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument.
- 9. <u>Third-Party Beneficiary</u>. This Agreement is solely for the benefit of the parties hereto and its respective successors and assigns and no other entity or person has any right, benefit, priority or interest under or because of the existence of this Agreement.

[SIGNATURES AND SEALS TO FOLLOW]
[THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SIGN

IN WITNESS WHEREOF, the parties her written. APPROVED AS TO FORM:	DADE COUTY WATER AUTHORITY (ASSIGNOR)	ove
By:		
Name:	By:	
Title: Authority Attorney	By: Chairman	No.
(SEAL)	AL	
Attest:	HERE CHANGE	
Secretary/Treasurer	THE REAL PROPERTY OF THE PARTY	
APPROVED AS TO FORM:	DADE COUNTY (ASSIGNEE)	
		544544
Dve	***	<u> </u>
By: Name:		_
Title: County Attorney	By:Commissioner	
		1:1:1:1
SE	AL	
(SEAL)		
	distributions and the second s	
Attest:	_ (0	
0'1 01 1		
City Clerk		
	GEORGIA ENVIRONMENTAL FINANCE	
	AUTHORITY (LENDER)	
	(
(CEAL)		
(SEAL)	By:Executive Director	
	Executive Director	

DADE COUNTY Loan/Project No. RF2018001R

PROMISSORY NOTE

\$333,890.17

"Borrower") promises to pay to the order of the GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (hereinafter referred to as the "Lender") at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of THREE HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED NINETY DOLLARS AND SEVENTEEN CENTS (\$333,890.17), or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to TWO AND 13/100 PERCENT (2.13%), (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following execution of the Assignment, Assumption and Release Agreement. Principal of and interest on this Note shall be payable in ONE HUNDRED THIRTY-SEVEN (137) consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is 15 years from the Amortization Commencement Date (the "Maturity Date").

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "Loan Agreement"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission

by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

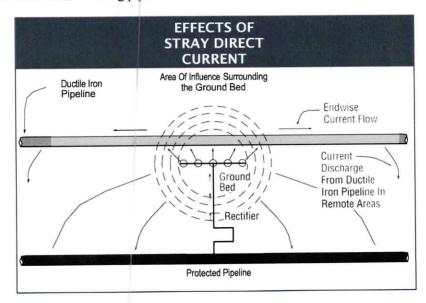
Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

day of,	/ / 🔻	
Approved as to form:	COUNTY Lure:	
By: Borrower's Attorney	Title:	
	(SEAL)	
	Attest Signature: Print Name:	
	Title:	

VULCAN ROAD REPAIR



Dade County Water & Sewer Authority has purchased 200 LF of C-900 high pressure Polyvinyl Chloride pipe to replace the section that is directly across from the rectifier. C-900 pipe is not conductive and will prevent the stray direct current from eroding the remainder of the existing pipe.



STRAY CURRENT INVESTIGATION REPORT

6-INCH DUCTILE IRON WATER MAIN 139 VULCAN ROAD TRENTON, GEORGIA

FEBRUARY 7, 2022

Reported by:

Allen H. Cox, P.E. Regional Director

NACE International Corrosion Specialist

Reviewed by:

L. G. Horn, P.E.

Director of Technical Services NACE International Corrosion Specialist

DUCTILE IRON PIPE RESEARCH ASSOCIATION P.O. Box 190306 Birmingham, AL 35219 (205) 402-8700

SYNOPSIS

The Dade County Water & Sewer Authority is planning to replace a troubled section of an existing 6-inch ductile iron water distribution main along Vulcan Road some ±610 feet west of Lula Lake Road (Georgia Highway 167). This section of main has suffered several "blowout holes" from apparent external corrosion. While investigating these corrosion related "blowouts", it was found that Atlanta Gas has an existing impressed current cathodic protection system rectifier in close proximity to the 6-inch main. Using this structure as a reference point, a surface potential gradient survey was conducted. Based on the results of this survey, it was found that it is likely that the 6-inch water line failures resulted from stray direct current from the impressed current cathodic protection system. Therefore, recommendations are made to mitigate any future stray current corrosion.

INTRODUCTION

Requested by:

Ms. Sherri Walker, General Manager

Dade County Water & Sewer Authority

250 Bond Street Trenton, Georgia (706) 6574341

The survey was conducted in a spirit of service and cooperation for the purpose of identifying potentially corrosive conditions relative to ductile iron piping systems.

PROJECT DATA

Location:

Trenton, Georgia

Pipe Quantities:

Diameter (in.) Length (ft.)

Water Main:

 $6 \pm 1,200$

Bid Date:

N/A

Date of Survey:

February 7, 2022

Conducted by:

Mr. Bobby Cloud Dade County Water & Sewer Authority and Mr. Allen

H. Cox, P.E., DIPRA

PROCEDURES

A surface potential gradient survey was performed along the existing 8-inch pipeline for a total distance of 1,200 feet. The beginning of the survey was located along the north side of Vulcan Road across from the impressed current cathodic protection rectifier and over the approximate centerline of the existing 6-inch ductile iron water main (see Project Map – Exhibit I). The field readings were taken at 25-foot intervals and recorded in millivolts (mV). The result of the survey is listed in Exhibit II.

Stray direct current resulting from cathodic protection systems can theoretically cause corrosion damage to other metallic structures in the vicinity of the protected pipeline. Actual field experience and theoretical consideration of the fact that ductile iron pipelines are not electrically continuous indicate that stray current corrosion on ductile iron pipe is an infrequent occurrence. The difficulty in predicting stray current corrosion on ductile iron pipe prior to installation, however, leads to recommendations which experience has shown to greatly minimize the risk of stray current corrosion on ductile iron pipe.

CONCLUSIONS

The potential gradient survey revealed an apparent area of influence of direct stray current.

RECOMMENDATIONS

As a result of the existing stray current encounter, the following measures are recommended to shield and mitigate the potential stray current corrosion issue for the existing ductile iron pipeline. Recommendations include, but are not necessarily limited to, the following:

1. The area of stray current influence involved is along the 6-inch ductile iron reclaimed water main alignment as follows:

From: \pm Station 7+50 West To: \pm Station 3+00 East \pm 1,050 feet

- 2. The ductile iron pipeline should be encased in polyethylene in accordance with ANSI/AWWA C105/A21.5 through the area of stray current influence and a minimum of 200 feet either side of said area.
- 3. The joints of the ductile iron pipe in the area of stray current interference should be effectively electrically bonded together and adequately insulated at each end of the area of influence.
- 4. Appropriate test leads and "current drain" to draw off any interference current collected should be installed. Current drain may be accomplished by either a resistance bond to the affecting cathodic protection system or by attaching appropriately sized and located sacrificial anodes to the affected ductile iron pipeline. The owner of the affecting cathodic protection system should be contacted regarding the above.

Two (2) alternatives to the above recommendations should be considered and are as follows:

- 1. Re-routing the ductile iron pipeline in such a manner as to avoid the area of stray current interference.
- 2. Re-locate the stray current interference source to an area that would not affect the ductile iron pipeline.

The installation procedures and material specifications for polyethylene encasement are outlined in ANSI/AWWA C105/A21.5 Standard.

The foregoing report and recommendations are based upon examinations and tests that were made in accordance with generally accepted professional engineering standards and considered necessary in the circumstances.

By:

Allen H. Cox, P.E. Regional Director

NACE International Corrosion Specialist

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Procedures	1-2
Conclusions	2
Recommendations	2-3

EXHIBITS

Project Map Surface Potential Gradient Survey

I II

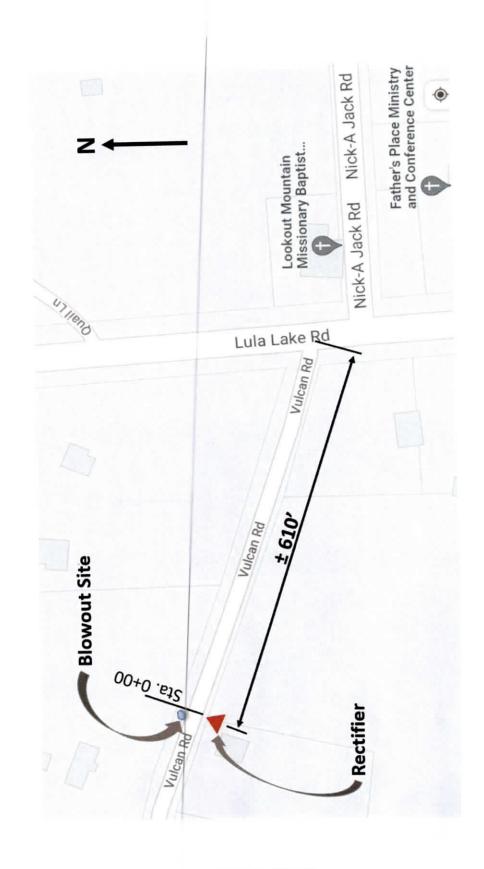


EXHIBIT I

SURFACE POTENTIAL GRADIENT SURVEY VULCAN ROAD – TRENTON, GEORGIA – FEBRUARY 7, 2022

Station (East)	Field Reading (mV)	Station (West)	Field Reading (mV)
0+00	0	0+00	0
+25	- 216	+25	+ 486
0+50	- 283	0+50	+ 808
+75	- 433	+75	+ 929
1+00	- 595	1+00	+ 1,160
+25	- 650	+25	+ 1,890
1+50	- 773	1+50	+2,140
+75	- 881	+75	+ 2,660
2+00	- 919	2+00	+ 3,120
0+25	- 956	+25	+ 3,230
2+50	- 990	2+50	+ 3,270
+75	- 1,030	+75	+ 3,360
3+00	- 1,067	3+00	+ 3,410
+25	- 1,090	+25	+3,410
3+50	- 1,114	3+50	+ 3,420
+75	- 1,145	+75	+ 3,190
4+00	- 1,172	4+00	+ 2,870
		+25	+2,730
		4+50	+ 2,480
		+75	+ 1,670
		5+00	+ 815
		+25	+ 498
		5+50	+ 359
		+75	+ 232
	1	6+00	+ 105
		+25	- 203
		6+50	- 340
		+75	- 490
····		7+00	- 570
		+25	- 590
		7+50	- 600
		+75	- 630
	1	8+00	- 650

EXHIBIT II