

**Minutes of the Middle Chattahoochee Regional Water
And Sewer Authority Meeting Held on December 08th, 2020,
Zoom ID: 825 1575 3823
Meeting ID: 898 4327 8627
Passcode: 552580**

BOARD MEMBERS PRESENT: Vince R. Williams, J. Clark Boddie, Sonja Fillingame, Shayla J. Nealy, Elizabeth Carr Hurst, Laura Mullis and James Whitmore

BOARD MEMBERS ABSENT: None

Consultants Present: Dennis Davenport, Dan Post, Laura Benz, Andrea Gray and Jeff Dickerson

Others Present: Angelette Mealing and Brian Jones with City of Union City, Ben Brasch with the AJC, Hattie Portis-Jones with City of Fairburn and Paula Days

Call To Order: Chairwoman Shayla J. Nealy called the meeting to order at 7:01 PM.

Approval Of The Minutes: A motion was made by Vince R. Williams to approve the minutes of the November 10th, 2020 meeting, seconded by Sonja Fillingame. A vote was taken, the motion passed unanimously.

A motion was made by Elizabeth Carr Hurst to approve the minutes of the November 23rd, 2020 Called Meeting, seconded by Vince R. Williams. A vote was taken, the motion passed unanimously.

New Business: None

Old Business: None

Reports:

Legal – Dennis Davenport stated that he has nothing to report this month

Finance – Dan Post reviewed with the Board:

1. The November 2020 financial statement.
2. Requested approval for draw number 212 in the amount of \$11,425.86 from the construction account.
3. Requested approval for draw number 213 in the amount of \$2,107,662.50 from the construction account.
- 4.

Vince R. Williams made a motion to approve draw number 212 in the amount of \$11,425.86 and 213 in the amount of \$2,107,662.50 from the construction account seconded by James Whitmore. A vote was taken, the motion passed unanimously.

Project Managers – Laura Benz and Andrea Gray reviewed with the Board:

See attached memorandum for details

1. Reviewed the project from the year 2000 to current
2. Water Loss control program needed by each city before 1/28/2021
3. Draft closing statements

J. Clark Boddie made a motion to give Chairwoman Shayla J. Nealy the approval to sign the documents, seconded by Sonja Fillingame. A vote was taken, the motion passed unanimously.

Vince R. Williams made a motion to approve electronic signatures for various documents, seconded by Laure Mullis. A vote was taken, the motion passed with a vote of 6 yea's (Vince R. Williams, Sonja Fillingame, Shayla J. Nealy, Elizabeth Carr Hurst, Laura Mullis and James Whitmore) and 1 nay (J. Clark Boddie)

Other Business: Jeff Dickerson updated the Board on the medias article and suggest a press release that are needed to be done.

The Board requested that the webpage to be updated.

Executive Session: None

Vince R. Williams made a motion to adjourn the meeting, seconded by Laura Mullis. A vote was taken, the motion passed unanimously.

The meeting adjourned at 7:44 PM

Shayla J. Nealy, Chairwoman

January 12th, 2021

Date Minutes Approved by Board

MEMORANDUM

To: Middle Chattahoochee Regional Water & Sewer Authority Member Cities Councils (Fairburn, Palmetto and Union City)

From: Laura Benz & Andrea Gray

Date: December 1 for December 8, 2020 meeting

Re: Middle Chattahoochee Authority Project Update

Water Withdrawal Application/Process:

Water withdrawal permit: As a condition of the permit, each City must have a water lost control program established within six (6) months of permit issuance, January 28, 2021. Email reminders were sent out December 1st reminding each of the three Cities' utility Directors of the required program deadline. Monthly reminders will continue through January 2021. EPD and EPA guidance documents were provided for reference on November 11, 2020.

Treatability Analysis: An engineering report will be required as a part of the Water System Permit (a separate permit required to operate the system which is issued upon construction of the facilities).

RFP: The Authority selected Krebs Engineering as the provider for preliminary engineering services. A proposed contract was presented at the November 10th meeting and a called meeting was held on November 23rd to discuss the terms and conditions at which the Board approved the contract. Krebs engineers are conducting a site visit on Thursday, December 3rd to initiate work.

Next Steps: Refine the budget and cost estimates based on the preliminary engineering work performed by Krebs and evaluate sources of funds including additional GEFA loans.

Compensatory Mitigation

Mitigation sites owned by the Authority:

Mulberry Creek Site in Harris County, Georgia (41.04 acres): Draft closing documents were coordinated with Counsel and are attached for your review and consideration. The closing is to occur prior to December 31, 2020.

White Sulphur Creek Site in Meriwether County, Georgia (31.03 acres): Continue to pursue possible sale of easement.

Credits reserved for Authority needs: The Authority is holding credits it purchased from the Chattahoochee Mitigation Bank (4,495 stream and 3.74 wetland credits), pending final determination of any impacts associated with the direct withdrawal, associated infrastructure and distribution pipelines.

Resale of Mitigation Credits:

Monastery: All credits have been sold or reserved. The Authority has received \$792,600.00 and will receive \$44,850 upon closing the remaining 2.30 reserved credits. Upon closing on the final credits, the Authority will have recouped its initial investment in the credits with an additional \$326,970.00 of profit.

Blue Creek: There are 14,780.41 stream credits currently reserved for \$36,676.99 due to the Authority upon closing the transactions. The remainder of credits available in the bank are anticipated to be purchased within the first quarter of 2021 based on SOCA and GDOT correspondence.

Other/Miscellaneous

GEFA Loan Modification. GEFA is in the process of preparing a Loan Modification to reflect the Authority's new name and requested an updated project schedule. GEFA understands that an updated schedule provided at this time will be an estimate until the engineering study is complete.

Potable Reuse Guidelines: Georgia EPD will hold a public meeting on Zoom **December 9, 2020 at 2:00 p.m.** with comments due by the close of business on **December 18, 2020 regarding the proposed revisions to potable reuse.** Additional information can be found: <https://epd.georgia.gov/indirect-potable-reuse> This guidance will be required for cases in which the discharge of treated wastewater into a surface water by one entity impacts the drinking water source of another entity classified as "de facto" reuse.

Rules for Safe Drinking Water: Georgia EPD will hold a public hearing on proposed amendments to the Rules for Safe Drinking Water, Chapter 391-3-5 via zoom on Wednesday, December 16, 2020, beginning at 1 pm. <https://gaepd.zoom.us/j/92670631787?pwd=U1pPOUMwSzRFRkhkamRmZzEwYkxEUT09>
Meeting ID: 926 7063 1787, Passcode: 539896

These modified rules will be applicable to the Authority upon permit renewal.

Waters of the US (WOTUS). The proposed final rule for the WOTUS was published in the federal register on Tuesday, April 21, 2020 and became effective on June 22, 2020. Multiple cases have been filed challenging the narrower definition of WOTUS claiming that it contradicts water law, Supreme Court precedent, and the EPA's own scientific findings. The request for a national injunction was denied leaving injunctions to be jurisdiction specific. The only state where an injunction is currently effective is Colorado. Additional guidance for implementing the rule is expected in the next few months.

Waters Wars Litigation Update

The Supreme Court issued an order on October 6, 2020 confirming that oral arguments will be heard in the matter however has not set a date at this time. The Court has also extended its order to hear arguments by telephone through the end of the calendar year.

Reservoir Land – A complete summary of the approximately 430.21 acres owned by the Authority was included in the memorandums dated September 8th, October 13th and November 10th, 2020 and can be provided again upon request. Following the Preliminary Engineering study, the Authority should be able to determine how much land it needs to reserve to accommodate the direct withdrawal and associated water treatment plant and other infrastructure.

South Fulton Municipal Regional Water & Sewer Authority Mitigation Credit Sales

updated 10-13--2020

Stream Credits from Blue Creek Mitigation Bank

Total Credits Purchased by Authority	108,532.55
Base Value Paid by Authority per credit	\$18.50
Total Investment	\$2,007,852.18
Royalty Amount	8%
Credits sold or reserved as of 8/11/2020	15,798.15
Money received as of 8/11/2020	\$22,205.17

<i>Purchaser Name</i>	<i>Stage</i>	<i>Number of Credits</i>	<i>Price Per Credit</i>	<i>Total Purchase Price</i>	<i>Refund at \$18.50/credit</i>	<i>Royalty</i>	<i>Total Revenue</i>	<i>Payment Received</i>	<i>Credit Release Sent to Corps</i>	
Genesee Subdivision	Closed	629.91	\$35.00	\$22,046.85	\$	11,653.34	\$1,763.75	\$13,416.98	12/20/2019	Feb 2 2020
Fulton Industrial Park Phase 1	Closed	116.26	\$45.00	\$5,231.70	\$	2,150.81	\$418.54	\$2,569.30	12/20/2019	Feb 2 2020
Palmetto Industrial	Reserved	2102.86	\$40.00	\$84,114.40	\$	38,902.91	\$6,729.15	\$45,632.06	Pending Closing	Pending Closing and Payment
Grove Park Stream Buffer Mitigation	Closed	271.57	\$55.00	\$14,936.35	\$	5,024.05	\$1,194.91	\$6,218.89	7/8/2020	30-Jul-20
Carroll County Water Authority	Reserved	12330.36	\$55.00	\$678,169.80	\$	228,111.66	\$54,253.58	\$282,365.24	Pending Closing	Pending Closing and Payment
Bear Creek	Reserved	347.19	\$65.00	\$22,567.35	\$	6,423.02	\$2,256.74	\$8,679.69		
Totals		15,798.15								
Balance of Credits Remaining		92,734.40								

Wetland Credits from Monastery of the Holy Spirit

Total Credits Purchased by Authority	42.54
Base Value Paid by Authority per credit	\$12,000.00
Total Investment	\$510,480.00
Royalty Amount if \$50K/credit or less	15%
Royalty Amount if over \$50K/credit	20%
Credits sold or reserved as of 8/11/2020	42.54
Money received as of 8/11/2020	\$792,600.00

<i>Purchaser Name</i>	<i>Stage</i>	<i>Number of Credits</i>	<i>Price Per Credit</i>	<i>Total Purchase Price</i>	<i>Refund at \$12,000/credit</i>	<i>Royalty at 15% or 20%</i>	<i>Total Revenue</i>	<i>Payment Received</i>	<i>Credit Release Sent to Corps</i>
SAIA Motor	Withdrew		\$ 50,000.00	\$ -	\$ -	\$ -	\$ -		
Brandy Lane Realignment and Pipe Replacement	Closed	3.68	\$ 50,000.00	\$ 184,000.00	\$ 44,160.00	\$ 27,600.00	\$ 71,760.00	Paid	April 14 2020
Publix	Reserved	2.30	\$ 50,000.00	\$ 115,000.00	\$ 27,600.00	\$ 17,250.00	\$ 44,850.00	Credits Reserved	Pending closing and payment
Forsyth County	Closed	22.32	\$ 50,000.00	\$ 1,116,000.00	\$ 267,840.00	\$ 167,400.00	\$ 435,240.00	Paid	April 14 2020
City of Gainesville	Closed	8.96	\$ 50,000.00	\$ 448,000.00	\$ 107,520.00	\$ 67,200.00	\$ 174,720.00	Paid	April 14 2020
GDOT PI # 0008430	Closed	5.28	\$ 60,000.00	\$ 316,800.00	\$ 63,360.00	\$ 47,520.00	\$ 110,880.00	Paid	30-Jul-20
DR Horton	Withdrew		\$ 50,000.00	\$ -	\$ -	\$ -	\$ -		
Totals		42.54			\$ 510,480.00	\$ 326,970.00	\$ 837,450.00		
Balance of Credits Remaining		0.00							

CLOSING STATEMENT

**SELLER: MIDDLE CHATTAHOOCHEE REGIONAL WATER & SEWER AUTHORITY
f/k/a South Fulton Municipal Regional Water & Sewer Authority**

PURCHASER: MULBERRY MITIGATION, LLC, a Georgia limited liability company

PROPERTY: Mitigation Easement Rights 37.11 acres, Harris County, Georgia

CLOSING DATE: December ____, 2020

TOTAL SALES PRICE:	\$5,000.00/Acre	\$	185,550.00
Less:			
Closing Extension Payment		\$	5,000.00
GROSS AMOUNT TO SELLER AT CLOSING:		\$	180,550.00
Less Seller's Expenses:			
ALG (Overnight/Wire Fees)	\$ 25.00		
TOTAL:	\$ 25.00		
NET PROCEEDS TO SELLER (See Note #7):		\$	180,525.00
AMOUNT FROM PURCHASER AT CLOSING:		\$	180,550.00
Plus Purchaser's Expenses:			
The Abram Law Group, LLC (Attorney Fees)	\$ POC		
The Abram Law Group, LLC (Settlement Fees)	\$ 750.00		
North Coast Title, LLC (Owner's Title Insurance)	\$ 600.00		
Trinity Title Insurance Agency, Inc. (Title/Taxes/Update)	\$ 400.00		
Clerk of Superior Court (Recording Fees)	\$ 50.00		
TOTAL:	\$1,800.00		
GROSS AMOUNT FROM PURCHASER AT CLOSING:		\$	182,350.00
LESS EARNEST MONEY HELD BY ALG (See Note #6):		\$	7,500.00
TOTAL AMOUNT DUE FROM PURCHASER:		\$	174,850.00

1. The undersigned parties acknowledge and agree that they have received a copy of this Closing Statement, have examined the Closing Statement, have confirmed the calculations contained herein. The undersigned parties affirm that the Closing Statement is a complete, accurate and true account of the items of sale and purchase between them consummated on this date and that all disbursements set forth in this Closing Statement are authorized by Seller and Purchaser.

2. This Closing Statement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitutes one and the same document. The transmission of an executed copy of this Closing Statement or of any signature hereto by facsimile, telecopy, or electronic mail shall be treated in all manners and respects as the delivery of an original counterpart of or an original signature to this Closing Statement, as applicable.

3. This Closing Statement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitutes one and the same document.

4. All recording fees are estimates. In the event the costs for recording exceed the amounts collected, ALG (as hereinafter defined) will not seek reimbursement from the parties. In the event the costs for recording are less than the amounts collected, ALG will retain the balance as additional attorney fees.

5. Seller and Purchaser agree that this Closing Statement reflects the consummation of that certain Contract of Sale by and among Mitigation Resource Group, LLC, as Purchaser and Seller, dated of March 15, 2017, and as assigned and amended (the "Contract").

6. The parties acknowledge and agree that after consummation of this transaction, upon the sale of each wetland credit that is generated from the Property, Purchaser shall pay Seller the Amount of four percent (4.0%) of the purchase price of the wetland credit multiplied by the total number of wetland credits that are sold (the "Royalty"). Notwithstanding the foregoing, in no event shall the Royalty be paid to Seller be less than One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per wetland credit.

7. The parties acknowledge that The Abram Law Group, LLC ("ALG"), as Escrow Agent, is holding the total amount of \$7,500.00 as earnest money which will be applied as a credit to the Gross Amount Due From Purchaser.

8. Seller directs ALG to wire the NET PROCEEDS TO SELLER per instructions transmitted by Seller separately to ALG.

Bank:

ABA:

Account #:

Account Name:

Account Address:

[signatures being on following page]

Counterpart Signature Page
to
CLOSING STATEMENT
by and between
MULBERRY MITIGATION, LLC, as Purchaser
and
MIDDLE CHATTAHOOCHEE REGIONAL WATER & SEWER AUTHORITY, as Seller

CLOSING AGENT:
The Abram Law Group, LLC

PURCHASER:
Mulberry Mitigation, LLC

BY: _____

BY: _____ (SEAL)

Name: William M. Evans, III

Title: Manager

Counterpart Signature Page
to
CLOSING STATEMENT
by and between
MULBERRY MITIGAITON, LLC, as Purchaser
and
MIDDLE CHATTAHOOCHEE REGIONAL WATER & SEWER AUTHORITY, as Seller

SELLER:
Middle Chattahoochee Regional Water & Sewer Authority

BY: _____ (SEAL)
Name: _____
Title: _____

BY: _____ (SEAL)
Name: _____
Title: _____

ASSIGNMENT OF CONTRACT OF SALE

FOR VALUE RECEIVED the undersigned **MITIGATION RESOURCE GROUP, LLC, a Georgia limited liability company** (the "Assignor") hereby sells, assigns and transfers to **MULBERRY MITIGATION, LLC, a Georgia limited liability company** (the "Assignee") all of Assignor's right, title and interest in and to that certain Contract of Sale between Assignor, as Purchaser, and Middle Chattahoochee Regional Water & Sewer Authority f/k/a South Fulton Municipal Regional Water & Sewer Authority, as Seller, dated March 15, 2017, as subsequently amended (the "Contract"). Assignee hereby accepts the assignment set forth above and hereby assumes and agrees to perform and observe all of Assignor's obligations under the Contract with respect to the Property defined therein. Assignor represents to Assignee that Assignor is the sole owner of the Contract and that the Contract, as amended, is in full force and effect.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Contract of Sale under seal as of the ____ day of December, 2020.

ASSIGNOR:
Mitigation Resource Group, LLC

ASSIGNEE:
Mulberry Mitigation, LLC

BY: _____ (SEAL)
Name: William M. Evans, III
Title: Manager

BY: _____ (SEAL)
Name: William M. Evans, III
Title: Manager

CONSENT TO ASSIGNMENT OF CONTRACT

MIDDLE CHATTAHOOCHEE REGIONAL WATER & SEWER AUTHORITY f/k/a South Fulton Municipal Regional Water & Sewer Authority, as the "Seller" under the Contract, hereby consents to the above described assignment of Contract by and between Assignor and Assignee as of the date set forth above.

SELLER:
Middle Chattahoochee Regional Water & Sewer Authority

BY: _____
Name: _____
Title: _____

BY: _____
Name: _____
Title: _____

After recording return to:

The Abram Law Group, LLC
1200 Ashwood Parkway, Suite 560
Atlanta, Georgia 30338
Attn: Richard S. Abram, Esq.
File #17-0221

Please Cross-Reference To:
Deed Book 1430, Page 1
Deed Book 1430, Page 12
Harris County, Georgia Records

ASSIGNMENT OF
EASEMENT AND DECLARANT RIGHTS

THIS ASSIGNMENT OF EASEMENT AND DECLARANT RIGHTS (the “Assignment”) is made as of the ____ day of December, 2020 (the “Effective Date”), by and between **MIDDLE CHATTAHOOCHEE REGIONAL WATER & SEWER AUTHORITY f/k/a South Fulton Municipal Regional Water & Sewer Authority** (“Assignor”), and **MULBERRY MITIGATION, LLC, a Georgia limited liability company** (“Assignee”).

A. Assignor is the holder and owner of: (i) all rights of the Declarant under that certain Declaration of Conservation, Covenants and Restrictions recorded in Deed Book 1430, Page 1, et. seq., Harris County Superior Court records (the “Declarant Rights”); and (ii) all easement rights and other rights excepted and reserved in that certain Warranty Deed from Assignor to Homer Davis, Jr., and Becky H. Davis, recorded in Deed Book 1430, Page 12, et. seq., aforesaid records (the “Deed Reservations”). The Declarant Rights and the Deed Reservations are hereinafter collectively referred to as the “Assigned Rights”.

B. Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the Assigned Rights.

In consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to Assignor by Assignee, the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by Assignor and Assignee, Assignor and Assignee covenant and agree as follows:

1. **Recitals.** The foregoing recitals of fact are agreed to be true and correct and are incorporated herein by reference.

2. **Representations and Warranties.** Assignor does hereby represent and warrant unto Assignee that Assignor is the sole holder and owner of the Assigned Rights and that the Assigned Rights have not been assigned or conveyed, in whole or in part, to any other party.

3. **Assignment.** Assignor does hereby transfer, assign and convey unto Assignee all of the Assigned Rights.

4. **Contract of Sale.** This Assignment is made pursuant to that certain Contract of Sale by and among Assignor and Mitigation Resource Group, LLC, as assigned to Assignee herein and as amended (collectively, the "Contract"). The Contract is incorporated herein and made a part of this Assignment by reference. Notice is hereby given to any successors-in-interest to Assignee that the Contract requires a payment of a Royalty in accordance with Section 3.1(b) thereof.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which will be deemed an original and all of such counterparts together will constitute one and the same Assignment. This Assignment shall be governed by, and construed under, the internal laws of the State of Georgia. The documents referenced herein are hereby incorporated herein by reference thereto.

6. **Governing Law.** This Contract shall be governed by and construed according to the Laws of the State of Georgia.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF DECLARATION OF
CONSERVATION COVENANTS AND RESTRICTIONS]

Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

Middle Chattahoochee Regional Water & Sewer
Authority

Witness

BY: _____
Name: _____
Title: _____

Notary Public
My commission expires:
[Notary Seal]

BY: _____
Name: _____
Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF DECLARATION OF
CONSERVATION COVENANTS AND RESTRICTIONS]

Signed, sealed and delivered
in the presence of:

ASSIGNEE:
Mulberry Mitigation, LLC

Witness

BY: _____
Name: William M. Evans, III
Title: Manager

Notary Public
My commission expires:
[Notary Seal]

[END OF SIGNATURES]