

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE  
AUTHORITY AND DEKALB COUNTY FOR SEWER SERVICES**

STATE OF GEORGIA

COUNTY OF DEKALB

COUNTY OF GWINNETT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, the “**Agreement**”), is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected Governing Authority, (hereinafter referred to as "Gwinnett County"), the GWINNETT COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed Governing Authority, (hereinafter referred to as the “WSA”), and DEKALB COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected Governing Authority, (hereinafter referred to as "DeKalb"). Gwinnett County and the WSA are collectively referred to as “Gwinnett”. Gwinnett, the WSA and DeKalb are collectively referred to as the “Parties”.

**I. RECITALS.**

WHEREAS, the Georgia Constitution, Article IX, Section II, Paragraph III and Article IX, Section III, Paragraph I authorize the Parties to enter into this Agreement whereby Gwinnett may provide sewer service to property within the boundaries of DeKalb, and DeKalb may provide sewer service to property within the boundaries of Gwinnett; and

WHEREAS, DeKalb owns, operates, and maintains that portion of the sewer lines, force mains, lift stations, and other appurtenances which are located within DeKalb County and not owned by a private party, up to and including the County line; and

WHEREAS, Gwinnett owns, operates, and maintains that portion of the sewer lines, force mains, lift stations, and other appurtenances which are located within Gwinnett County and not owned by a private party, up to and including the County line; and

WHEREAS, to provide for limited sewer flows into each other's jurisdictions, on November 21, 2011, DeKalb and Gwinnett County entered into an Intergovernmental Agreement (the "Flows Agreement") whereby DeKalb and Gwinnett County agreed to accept and treat sewer flows from certain property within each other's jurisdiction; and

WHEREAS, on November 20, 2021, the Flows Agreement expired in accordance with its terms; and

WHEREAS, although the Flows Agreement has expired, Gwinnett has continued to accept and treat sewage flows from DeKalb County; and

WHEREAS, although the Flows Agreement has expired, at the present time, limited sewer flows from Gwinnett County into DeKalb County continue, but said sewer flows are pumped back into Gwinnett's sewer system via DeKalb's Leeshire and Royal Atlanta No. 3 pump stations for treatment within Gwinnett; and

WHEREAS, to better preserve the limited sewer treatment capacity of DeKalb, it is in the best interests of DeKalb and its citizens that its sewer infrastructure should be reserved for development within DeKalb County to the greatest extent feasible; and

WHEREAS, to better preserve the limited sewer treatment capacity of Gwinnett, it is in the best interests of Gwinnett and its citizens that its sewer infrastructure should be reserved for development within Gwinnett County to the greatest extent feasible; and

WHEREAS, to address the continued sewer flows between the jurisdictions, a schedule for the discontinuance of certain flows between the jurisdictions, and significant changes that have occurred in the operation of their respective sewer

systems, it is in the best interest of DeKalb and Gwinnett and their customers and bondholders to enter into this Agreement to better serve the public and to better protect public health and safety and the quality of the human environment.

## **II. TERMS AND CONDITIONS**

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, tenants, and agreements contained herein and for other good and valuable mutual consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties, pursuant to resolutions duly, legally and properly adopted all as same appear of record on the official minutes of each, hereby agree as follows:

### **1. Recitals.**

The above Recitals are true, correct, form a material part of this Agreement and are hereby incorporated herein by reference.

### **2. Certain Existing Agreements Preserved.**

The Parties agree that the following existing Intergovernmental Agreements shall not be affected by this Agreement:

- i. Oakland Partners/Pounds Drive (Thorncrest subdivision), executed on March 17, 2008
- ii. Montana Development, executed on March 22, 2006
- iii. Norris Reserve Development Sewer Services, executed on March 8, 2021
- iv. 6945 Button Gwinnett Drive, executed on October 8, 2020

Each of the Intergovernmental Agreements identified in this Paragraph 2 shall remain in full force and effect in accordance with the Terms and Conditions therein.

### **3. Locations Where Sewage Crosses the County Line.**

The Parties have prepared a series of maps, attached hereto as Exhibits “A” through “H” and incorporated herein by reference, which identify and describe all known connections between Gwinnett’s sewer system and DeKalb’s sewer system, including locations where DeKalb sewage flows into Gwinnett County and where Gwinnett sewage flows into DeKalb County. This Agreement shall apply to each of the connections indicated in Exhibits “A” through “H”, as well as any other existing connections identified at a later date.

Table 1, below, identifies which sewer flows are to be redirected to the source jurisdiction and which sewer flows will continue to flow into the other jurisdiction pursuant to the terms of this Agreement.

**Table 1. Sewer Flow Interconnections**

	Location	Flow to Gwinnett from DeKalb	Capital Improvement Project to Redirected Flow to DeKalb	Flow to DeKalb from Gwinnett	Capital Improvement Project to Redirected Flow to Gwinnett
Exhibit A	Arbor Cove Subdivision and Adjacent Parcel on Tucker Norcross Road	X	No – Remain flowing to Gwinnett	N/A	N/A
Exhibit B	Lake Ivanhoe Area - Lucky Shoals Creek Sewershed	X	Yes – DeKalb to redirect to DeKalb	N/A	N/A
Exhibit C	Lashley Drive and Doyle Street	X	No – Remain flowing to Gwinnett	N/A	N/A
Exhibit D	Lake Ivanhoe Drive	X	No – Remain flowing to Gwinnett	N/A	N/A
Exhibit E	Indian Trail Drive – Lucky Shoals Creek Sewershed	X	Yes – DeKalb to redirect to DeKalb	N/A	N/A
Exhibit F	Leeshire Pump Station – Camp Creek Sewershed	X	Yes – DeKalb to redirect to DeKalb	X	No – Remain flowing to DeKalb
Exhibit G	Royal Woods Parkway – Camp Creek Sewershed	X	Yes – DeKalb to redirect to DeKalb	X	Yes – Gwinnett redirect to Gwinnett
Exhibit H	Dunwoody Club, Winters Chapel Road and Alchemy Place	N/A	N/A	X	No – Remain flowing to DeKalb

**4. Obligations of DeKalb County**

(a) DeKalb shall continue to receive sewer flows from Gwinnett at the existing points of connection as shown in Exhibits “F”, G and “H”, and as indicated in Table 1, pursuant to the terms of this Agreement or until the flows are redirected as provided herein, as applicable.

(b) DeKalb shall not approve any additional development proposing to discharge sewer flows to Gwinnett without written consent from Gwinnett through either a Sewer Capacity Certification for no more than one (1) connection or a separate Intergovernmental Agreement.

(c) DeKalb shall implement capital improvement projects to redirect DeKalb sewer flows currently discharged to Gwinnett to remain within DeKalb in accordance with the following schedule:

- i. for connections identified in Table 1, no later than December 31, 2026, and
- ii. for existing connections identified after the effective date of this Agreement, no later than two years after the identification of the connection unless an extension is consented to in writing by the Director of the Gwinnett County Department of Water Resources, or their designee, in their sole discretion.

(d) All DeKalb infrastructure for each capital improvement project shall be constructed within Dekalb County unless the following conditions are met:

- i. Obtain written approval from the Director of the Gwinnett County Department of Water Resources or their designee in their sole discretion.
- ii. Purchase property in fee-simple such that the infrastructure is located in a DeKalb-owned parcel(s).
- iii. Perform all plan reviews and inspections and issue all permits required for the infrastructure.
- iv. Operate and maintain the infrastructure.
- v. Respond and report any spills as required herein.

(e) On June 1<sup>s</sup> and December 1<sup>st</sup> of each year after the effective date of this Agreement, DeKalb shall notify Gwinnett in writing of the schedule and status of all outstanding capital improvement projects to remove sewer flows from Gwinnett’s sewer system.

(f) For all sewer flows from Gwinnett into DeKalb, DeKalb shall measure the flow from Gwinnett and invoice Gwinnett monthly at the sewer service charge (rate in effect at the time of invoicing) per 1,000 gallons charged DeKalb County citizens for sewer service. Thus, the charges to Gwinnett shall be increased whenever sewer service charges to DeKalb County citizens are increased by the DeKalb County Board of Commissioners. DeKalb shall provide ninety (90) days notice of intent to increase sewer service charge when possible.

(g) DeKalb shall pay Gwinnett at the current Gwinnett retail rate for any sewer flows discharged to Gwinnett, including any surcharges pursuant to Section 7 herein. DeKalb's payments to Gwinnett shall be made monthly within thirty (30) days of the receipt of an invoice for sewage discharged to Gwinnett by DeKalb during the preceding month. Should DeKalb fail to pay the amount of the invoice within the period herein provided, Gwinnett shall have the right to cease to provide sewerage service to DeKalb at any time it elects to do so, provided sixty (60) days written notice of intent to do so is given DeKalb, and provided DeKalb fails to make payment of all past due amounts within sixty (60) days from the date of the notice of intent.

(h) DeKalb agrees to be responsible for all overflows that may occur in the sewers owned or operated by DeKalb as well as overflows within Gwinnett caused by excess flows from DeKalb and to accept responsibility for any damages therefrom, holding Gwinnett harmless for any and all damages including construction, operating, maintenance or other expenses connected with said sewers.

(i) DeKalb agrees to comply with all ordinances, rules, and regulations in which Gwinnett now or may in the future impose on its own sewerage customers, including, without limitation, Industrial Users and Significant Industrial Users (as those terms are defined in 40 C.F.R. Part 403). Gwinnett shall have the right and is hereby authorized to prescribe from time-to-time reasonable non-discriminatory rules; regulations and procedures pertaining to the use and operation of the Gwinnett Sewerage System and DeKalb hereby agrees and assents thereto. Such rules, regulations and procedures may include, but are not limited to, rules, regulations and procedures regarding (i) the various types of sewage that may or may not be discharged into portions of Gwinnett's Sewerage System; (ii) Gwinnett's inspection, enforcement and monitoring of Industrial Users, Significant Industrial Users and commercial sources of fats, oils, and greases; (iii) Gwinnett's access to permitting, inspection, enforcement, monitoring and other information related to or obtained from Industrial Users and Significant Industrial Users or other commercial users located in DeKalb whose discharge enters Gwinnett's Sewerage System; (iv) any

legal authorities required under 40 C.F.R. Part 403; and (v) the Standards of Acceptability.

## **5. Obligations of Gwinnett County**

(a) Gwinnett shall continue to receive sewer flows from DeKalb at the existing points of connection as shown in Exhibits “A” through “H”, and as indicated in Table 1, pursuant to the terms of this Agreement or until the flows are redirected as provided herein, as applicable.

(b) Gwinnett shall not approve any additional development proposing to discharge sewer flows to DeKalb without written consent from DeKalb through either a Sewer Capacity Certification for no more than one (1) connection or a separate Intergovernmental Agreement.

(c) Gwinnett shall implement capital improvement projects to redirect Gwinnett sewer flows currently discharged to DeKalb to remain within Gwinnett in accordance with the following schedule:

- i. for connections identified in Table 1, no later than December 31, 2026, and
- ii. for existing connections identified after the effective date of this Agreement, no later than two years after the identification of the connection unless an extension is consented to in writing by the Director of the DeKalb County Department of Watershed Management, or their designee, in their sole discretion.

(d) All Gwinnett infrastructure for each capital improvement project shall be constructed within Gwinnett County unless the following conditions are met:

- i. Obtain written approval from the Director of the DeKalb County Department of Watershed Management or their designee in their sole discretion.
- ii. Purchase property in fee-simple such that the infrastructure is located in a Gwinnett-owned parcel(s).
- iii. Perform all plan reviews and inspections and issue all permits required for the infrastructure through Gwinnett.
- iv. Operate and maintain the infrastructure.
- v. Respond and report any spills as required herein.

(e) On June 1<sup>st</sup> and December 1<sup>st</sup> of each year after the effective date of this Agreement, Gwinnett shall notify DeKalb in writing of the schedule and status of all outstanding capital improvement projects to remove sewer flows from DeKalb's sewer system.

(f) For all sewer flows from DeKalb into Gwinnett, Gwinnett shall measure the flow from DeKalb and invoice DeKalb monthly at the sewer service charge (rate in effect at the time of invoicing) per 1,000 gallons charged Gwinnett County citizens for sewer service. Thus, the charges to DeKalb shall be increased whenever sewer service charges are increased to Gwinnett County citizens by Gwinnett. Gwinnett shall provide ninety (90) days notice of intent to increase sewer service charge when possible.

(g) Gwinnett shall continue to pay DeKalb at the current DeKalb retail rate for any sewer flows discharged to DeKalb, including any surcharges pursuant to Section 7 herein. Gwinnett's payments to DeKalb shall be made monthly within thirty (30) days of the receipt of an invoice for sewage discharged to DeKalb by Gwinnett during the preceding month. Should Gwinnett fail to pay the amount of the invoice within the period herein provided, DeKalb shall have the right to cease to provide sewerage service to Gwinnett at any time it elects to do so, provided sixty (60) days written notice of intent to do so is given Gwinnett, and provided Gwinnett fails to make payment of all past due amounts within sixty (60) days from the date of the notice of intent.

(h) Gwinnett agrees to be responsible for all overflows that may occur in the sewers owned or operated by Gwinnett as well as overflows within DeKalb caused by excess flows from Gwinnett and to accept responsibility for any damages therefrom, holding DeKalb harmless for any and all damages including construction, operating, maintenance or other expenses connected with said sewers.

(i) Gwinnett agrees to comply with all ordinances, rules, and regulations in which DeKalb now or may in the future impose on its own sewerage customers, including, without limitation, Industrial Users and Significant Industrial Users (as those terms are defined in 40 C.F.R. Part 403). DeKalb shall have the right and is hereby authorized to prescribe from time-to-time reasonable non-discriminatory rules; regulations and procedures pertaining to the use and operation of the DeKalb Sewerage System and Gwinnett hereby agrees and assents thereto. Such rules, regulations and procedures may include, but are not limited to, rules, regulations and procedures regarding (i) the various types of sewage that may or may not be discharged into portions of DeKalb County's Sewerage System; (ii) DeKalb's inspection, enforcement and monitoring of Industrial Users, Significant Industrial



Users and commercial sources of fats, oils, and greases; (iii) DeKalb's access to permitting, inspection, enforcement, monitoring and other information related to or obtained from Industrial Users and Significant Industrial Users or other commercial users located in Gwinnett whose discharge enters DeKalb's Sewerage System; (iv) any legal authorities required under 40 C.F.R. Part 403; and (v) the Standards of Acceptability and the Pretreatment of Sewage.

## **6. Surcharges**

The Parties acknowledge and agree that any delay in the implementation of the required capital improvement projects beyond the December 31, 2026 deadline would impact the planning efforts of the Parties and the ability of each party to reserve and provide capacity for developments within its own jurisdiction. Therefore, in the event that the December 31, 2026 deadline for the redirection of flows is not met by DeKalb and/or Gwinnett, the following surcharges shall apply until such time as all capital improvement projects are implemented:

- (a) From January 1, 2027, through December 31, 2027, a surcharge of 50 percent of the retail rate in effect at the time of invoicing, and
- (b) Beginning on January 1, 2028, through December 31, 2029, a surcharge of 100 percent of the retail rate in effect at the time of invoicing; and
- (c) Beginning on January 1, 2030, a surcharge of 200 percent of the retail rate in effect at the time of invoicing.

## **7. Term of Agreement.**

This Agreement shall begin on the date written above and shall continue for a term of twenty (20) years or until both Parties have diverted all of their flows from the other Parties' sewer system, whichever is sooner.

## **8. Overflows.**

If an overflow occurs at any point of the interconnecting sewer that qualifies as a spill or release in accordance with Georgia EPD's Rules and Regulations for Water Quality Control, Chapter 391-3-6, and such revisions as may occur to these regulations from time-to-time, the owner of that portion of the sewer where the overflow occurs shall be responsible for all necessary release reporting, public

notification, and monitoring as required by Georgia EPD, regardless of where the receiving waters may be located.

## **9. Accidental Spills or Releases.**

In the case of accidental spills or releases into the DeKalb portion of the sewer of any deleterious material or substances, discharges of a non-routine nature, non-customary batch discharges or slug loads, whether such discharge was made directly by Gwinnett or indirectly by an industrial user regulated by Gwinnett, Gwinnett shall notify DeKalb's Department of Watershed Management by telephone call (to a number provided by DeKalb for that purpose) as soon as it learns of the incident. This notification shall include the time of occurrence, location of discharge, type of waste, concentration and volume if known, and corrective actions taken by Gwinnett. Gwinnett shall take all possible actions to prevent a spill, and should a spill occur; shall take immediate steps to ensure no recurrence of the incident. Within five (5) days following such discharge, Gwinnett shall submit a detailed written report, unless waived by DeKalb, describing the cause(s) of the discharge and the measures to be taken by Gwinnett to prevent similar occurrences in the future. Such notification shall not relieve Gwinnett of any expense, loss, damage or other liability which may be incurred as a result of damage to DeKalb's sewer collection system, treatment system, natural resources or any other damage to person or property; nor shall such notification relieve Gwinnett of any fines, penalties, or other liability which may be imposed by state and federal regulatory agencies or a court as a result of such discharge.

In the case of accidental spills or releases into the Gwinnett portion of the sewer of any deleterious material or substances, discharges of a non-routine nature, non-customary batch discharges or slug loads, whether such discharge was made directly by DeKalb or indirectly by an industrial user regulated by DeKalb, DeKalb shall notify Gwinnett's Department of Water Resources by telephone call (to a number provided by Gwinnett for that purpose) as soon as it learns of the incident. This notification shall include the time of occurrence, location of discharge, type of waste, concentration and volume if known, and corrective actions taken by DeKalb. DeKalb shall take all possible actions to prevent a spill, and should a spill occur; shall take immediate steps to ensure no recurrence of the incident. Within five (5) days following such discharge, DeKalb shall submit a detailed written report, unless waived by Gwinnett, describing the cause(s) of the discharge and the measures to be taken by DeKalb to prevent similar occurrences in the future. Such notification shall not relieve DeKalb of any expense, loss, damage or other liability which may be incurred as a result of damage to Gwinnett's sewer collection system, water

reclamation facilities, natural resources or any other damage to person or property; nor shall such notification relieve DeKalb of any fines, penalties, or other liability which may be imposed by state and federal regulatory agencies or a court as a result of such discharge.

#### **10. Payment Demands.**

Neither DeKalb nor Gwinnett shall ever have the right to demand payment by the other party of any obligation assumed or imposed upon such party under and by virtue of this Agreement from any funds raised or to be raised by taxation. Neither party's obligation under this Agreement shall ever be construed to be a debt of such party of such kind as to require it to levy and collect a tax to discharge such obligation, it being expressly understood and agreed that all payments due by the parties hereunder are to be made from revenues derived from the operation of their respective water and sewerage systems, such payments ranking equally with the operating expenses of such systems. Nothing herein contained shall be construed as prohibiting either of the parties from making payments from other funds lawfully available to it for such purpose.

#### **11. Remedies.**

(a) In the event of a breach or attempted or threatened breach of the provisions of this instrument, the parties agree that the remedy at law available to enforce this instrument would in all likelihood be inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance issued by the appropriate court having jurisdiction upon the application of the party which is enforcing the provision.

(b) The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

#### **12. Entire Agreement.**

This Agreement constitutes the entire agreement between DeKalb County, Gwinnett County and the WSA with respect to the subject matter hereof and, except as otherwise specifically provided in Section 2, supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties or understandings that do not appear within the terms and provisions of this Agreement.

#### **13. Severability.**

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in full force and effect as if the illegal or unenforceable provision had never been contained in this Agreement.

**14. Successors and Assigns.**

The provisions of this Agreement shall be deemed and held to be easements, covenants and restrictions appurtenant to and running with the land, and shall bind and inure to the benefit of the parties and their successors, successors-in-title and assigns.

**15. Evidence.**

The Parties agree that if Gwinnett or the WSA is sued in subsequent litigation concerning the Agreement, it may be introduced into evidence.

**16. Attorneys' Fees.**

Each party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of the Agreement or the Project.

**17. Controlling Law and Venue.**

This Agreement was made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

**18. Further Assurances.**

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement. Additional papers, documents and other assurances may require approval of both Parties' respective governing authorities.

**19. Construction.**

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be construed for or against any Party.

**20. Legal advice.**

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matter pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

**21. Amendment of Agreement.**

Only a writing adopted and approved by the Parties' respective governing authorities and signed by each of the Parties' authorized representatives may modify this Agreement.

**22. Authority.**

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

**23. Termination.**

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other party with at least ninety (90) days notice to the other party, a Notice of Termination specifying the nature, extent, and effective date of termination.

**24. Third Party.**

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duties to or causes of action for any third party.

**25. Control of Other Party.**

It is understood by the parties that no employees, officers, or agents of either

party shall be under or subject to the direction or control of the other party, its officers, employees and agents for any of the services provided pursuant to this Agreement.

**26. Headings.**

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the Terms and Conditions contained herein or the rights granted hereby.

**27. Time.**

Time is of the essence with all duties and obligations set forth in this Agreement.

**28. Notice.**

(a) Any notice or documentation shall be sent to DeKalb County at:

Executive Assistant/COO  
DeKalb County Government  
1300 Commerce Drive, 6<sup>th</sup> Floor  
Decatur, Georgia 30030

With a copy to:  
County Attorney  
DeKalb County Legal Department  
1300 Commerce Drive, 5<sup>th</sup> Floor  
Decatur, Georgia 30030

(b) Any notice or documentation shall be sent to Gwinnett County at:

Gwinnett County Administrator  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville, Georgia 30046

With a copy to:  
Gwinnett County Attorney  
Gwinnett Justice and Administration Center

75 Langley Drive  
Lawrenceville, Georgia 30046

(c) Any notice or documentation must be sent to the WSA at:

Chairman  
Gwinnett County Water and Sewerage Authority  
684 Winder Highway  
Lawrenceville, Georgia 30045

With a copy to:  
Director  
Department of Water Resources  
684 Winder Highway  
Lawrenceville, Georgia 30045

(d) Notice via email is acceptable only as an additional method of notice to either regular or certified mail.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials, have caused this Agreement to be executed in one or more counterparts, each to be considered as an original, by their authorized representative the day and date herein above written.

**DEKALB, GEORGIA**

By: \_\_\_\_\_  
Michael L. Thurmond  
Chief Executive Officer

Signed, sealed and delivered in the presence of:

ATTEST:

\_\_\_\_\_  
Unofficial witness

\_\_\_\_\_  
Barbara H. Sanders-Norwood  
Clerk of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

(Seal)

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

\_\_\_\_\_  
David E. Hayes, Director  
Dept. of Watershed Management

\_\_\_\_\_  
Viviane H. Ernstes  
County Attorney



**GWINNETT COUNTY, GEORGIA**

By: \_\_\_\_\_  
Nicole Love Hendrickson, Chairwoman  
Gwinnett County

Signed, sealed and delivered in the  
presence of:

ATTEST:

\_\_\_\_\_  
Unofficial witness

\_\_\_\_\_  
County Clerk  
(County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior County Attorney

**GWINNETT COUNTY WATER &  
SEWERAGE AUTHORITY**

By: \_\_\_\_\_ , Chairman

ATTEST:

\_\_\_\_\_  
 , Secretary

Signed, sealed and delivered in the  
presence of:

NOTARY:

\_\_\_\_\_  
Unofficial witness

\_\_\_\_\_  
[Notarial seal]

Approved as to Form:

\_\_\_\_\_  
Attorney