

# Coweta County Water & Sewerage Authority

## Meeting Agenda

Wednesday, September 7, 2022

Board Room

Meeting Time: 9:00 A.M.

### Approx

### Time

### Agenda Item

### Presenter

9:00 a.m. Call to order

Chairman Smith

Approval of minutes from the August 3, 2022 meeting

### Business

Service Award

Jay Boren

December Board Meeting Date-

Changed to November 30

Jay Boren

Approval of Exit 41 Agreement

Jay Boren

Update on Operations

Rick Jones

Update on Customer Care/Information Technology

Alan Sibley

Unpaid Personal Leave Policy

Mandy Sledd

Information Technology Appropriate Use Policy

Mandy Sledd

Update on Human Resources

Mandy Sledd

Monthly Report

Roger Dawson

### Agenda Additions:

Executive Session

Litigation / Real Estate/ Personnel

Adjournment

Next Board Meeting Wednesday, October 5, 2022 at 9:00AM

## **2022 Board Meeting Dates**

January 5

February 2

March 2

March 30 (changed)

April 27 (changed)

June 1

July 6

August 3

September 7

October 5

November 2

November 30 (changed)

\*All meetings are held at 9:00AM in the board room at 545 Corinth Road, unless otherwise specified. Board Meeting dates are subject to change and changes will be communicated as needed.

STATE OF GEORGIA  
COUNTY OF COWETA

RE: Land Lot 71 of the 2<sup>nd</sup> Land District of  
Coweta County, Georgia being 25.42 acres

### **AGREEMENT**

THIS AGREEMENT (the "**Agreement**"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and among the COWETA COUNTY WATER AND SEWERAGE AUTHORITY (hereinafter "**CCWSA**" or "**Party**"), and INDUSA HOSPITALITY GROUP II, LLC, an Alabama Limited Liability Company (collectively with successors, assigns the "**Owner**" or "**Party**"). CCWSA and the Owner are collectively referred to as "**Parties**".

### **PREAMBLE:**

**WHEREAS**, Owner is the fee simple owner of that certain property depicted on **Exhibit "A"** attached and made a part hereof, which consists of approximately 25.42 acres located in Land Lot 71 of the 2<sup>nd</sup> Land District, Coweta County, Georgia (hereinafter the "**Property**"); and

**WHEREAS**, Owner desires to construct, install and donate an underground sewer line, sanitary sewer force main line, pump station and related equipment at its expense across a portion of the Property as set forth in **Exhibit "B"** (the "**Sewer Line**"), (more fully described as the "Sewer Infrastructure") attached hereto and incorporated herein; and

**WHEREAS**, Owner is willing to grant to CCWSA an easement for construction of the Sewer Line across their Property ("**Sanitary Sewer Easement**") as set forth in Exhibit "B"; and

**WHEREAS**, CCWSA desires to obtain an access easement ("**Access Easement**") as set forth in **Exhibit "C"** to be used for ingress and egress from the Sewer Line and Sanitary Sewer Easement for construction, installation, operation, and maintenance of the Sewer Line; and

**WHEREAS**, CCWSA and Owner desire for Owner to proceed with installation and construction of the Sewer Line in return for CCWSA's agreement to reimburse Four Hundred Sixty Seven Thousand Two Hundred Seventy Four and 00/100 Dollars (\$467,274.00) at acceptance of Sewer Infrastructure; and

**WHEREAS**, CCWSA's expenses shall be limited to the Four Hundred Sixty Seven Thousand Two Hundred Seventy Four and 00/100 Dollars (\$467,274.00). Once constructed and operational, all expenses to relocate the Sewer Line, pump station, force main, Sewer Infrastructure, or any portion thereof shown on the Easement Exhibit attached as Exhibit "B", or other engineering and other expenses relating to providing sewer services for the Property other than as set forth in the Easement Exhibit attached as Exhibit "B" shall be at the expense of the Owner (i.e., any sewer line other than the Sewer Line set forth on Exhibit B);

**WHEREAS**, CCWSA agrees to allocate Thirty Four Thousand Five Hundred (34,500) gallons of sewer capacity to Indusa Hospitality Group II, LLC for the Exit 41 Sewer Project. This allocation is non-transferable between Owners or locations without the express written permission from CCWSA, which said permission shall not be unreasonably withheld. Owner has a period of ten (10) years to use agreed upon capacity.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein set forth, the Parties, consent and agree as follows:

1.

The foregoing recitals shall be a material part of this Agreement.

2.

Owner grants to CCWSA a perpetual Access Easement, labeled as "60' Access Easement" and "30' Pump Station Access Easement" on the Easement Exhibit attached as Exhibit "C", containing 64,388 square feet or 1.48 acres, for access to maintain the Sewer Line, the pump station, the force main and Sewer Infrastructure across the Property. The Access Easement, as depicted on the attached Exhibit "C", will be perpetual.

3.

CCWSA will not be responsible for future repair or replacement of roadway due to maintenance, repair or replacement of Sewer Infrastructure.

4.

In the event that the Owner desires to relocate any portion of the pump station, Sewer Line, force main, or Sewer Infrastructure contained within "30' Sanitary Sewer Easement on the attached Exhibit "B", the Owner shall notify CCWSA in writing, of an alternate location or realignment of the 30' Sanitary Sewer Easement. CCWSA shall have fifteen (15) days from the date of receipt of the notification to review and approve or reject the replacement or realignment location. CCWSA may not unreasonably reject the proposed replacement or realignment location nor unreasonably condition its approval. In the event that CCWSA rejects the replacement or realignment location, Owner and CCWSA shall work together to identify a mutually agreed upon

replacement or realignment location. CCWSA may not refuse to cooperate with identifying a suitable alternate location. If the Owner desires to relocate or realign the 30' Sanitary Sewer Easement, then the Owner will bear all costs of relocating the Sewer Line, force main, pump station and/or Sewer Infrastructure to CCWSA's standards and specifications in force at the time. Any portion of the pump station (pumps, wet well, control panels, etc.), the force main, or sewer lines that are deemed by CCWSA to be in insufficient condition for relocation or reuse will be replaced by the Owner; the replacement equipment and/or pipelines shall be new. The Owner shall also provide CCWSA with a new 30'/40' Sanitary Sewer Easement Agreement defining the new location and route of the new sewer line, pump station and force main, and this Agreement shall be conveyed to CCWSA and recorded at the Owner's expense. In the event that the Owner desires to relocate the Access Easement depicted on Exhibit "C", due to modifications from development or otherwise, the Owner will provide a new Access Easement at their expense. The new all-weather route shall connect to the original Access Easement route at a location determined by the Owner, but approved by CCWSA. Maintenance of the new portion of the all-weather Access Easement through the Owner's Property, or development, shall be the responsibility of the Owner. The Owner will likewise provide all weather access to all portions of the CCWSA Sewer Line, pump station, force main and Sewer Infrastructure during site development, until the new permanent access location is established. A new perpetual access easement agreement defining the new route and alignment for CCWSA's use will be conveyed to CCWSA and recorded by the Owner at the Owner's expense.

5.

This Agreement shall be effective among the Parties, their successors and assigns, immediately upon execution of this Agreement by all Parties hereto.

6.

The terms and conditions of this Agreement shall be binding upon CCWSA, the Owner, and the Owner's successors in title and shall run with title to the Property, and shall be a covenant running with the Property enforceable by all of the Parties.

7.

This Agreement shall only be modified in writing signed by all of the Parties.

8.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

9.

This Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Georgia and the County of Coweta, Georgia. Its provisions are severable, and the invalidity or unenforceability of one or more of the provisions herein shall not have any effect upon the validity or enforceability of any other provision.

(Signatures Continued on Following Page)

IN WITNESS WHEREOF, the Parties have executed this Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022.

**COWETA COUNTY WATER AND SEWERAGE AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My Commission Expires:

**INDUSA HOSPITALITY GROUP II, LLC**

By: \_\_\_\_\_

Name: Umang Patel

Title: Manager

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

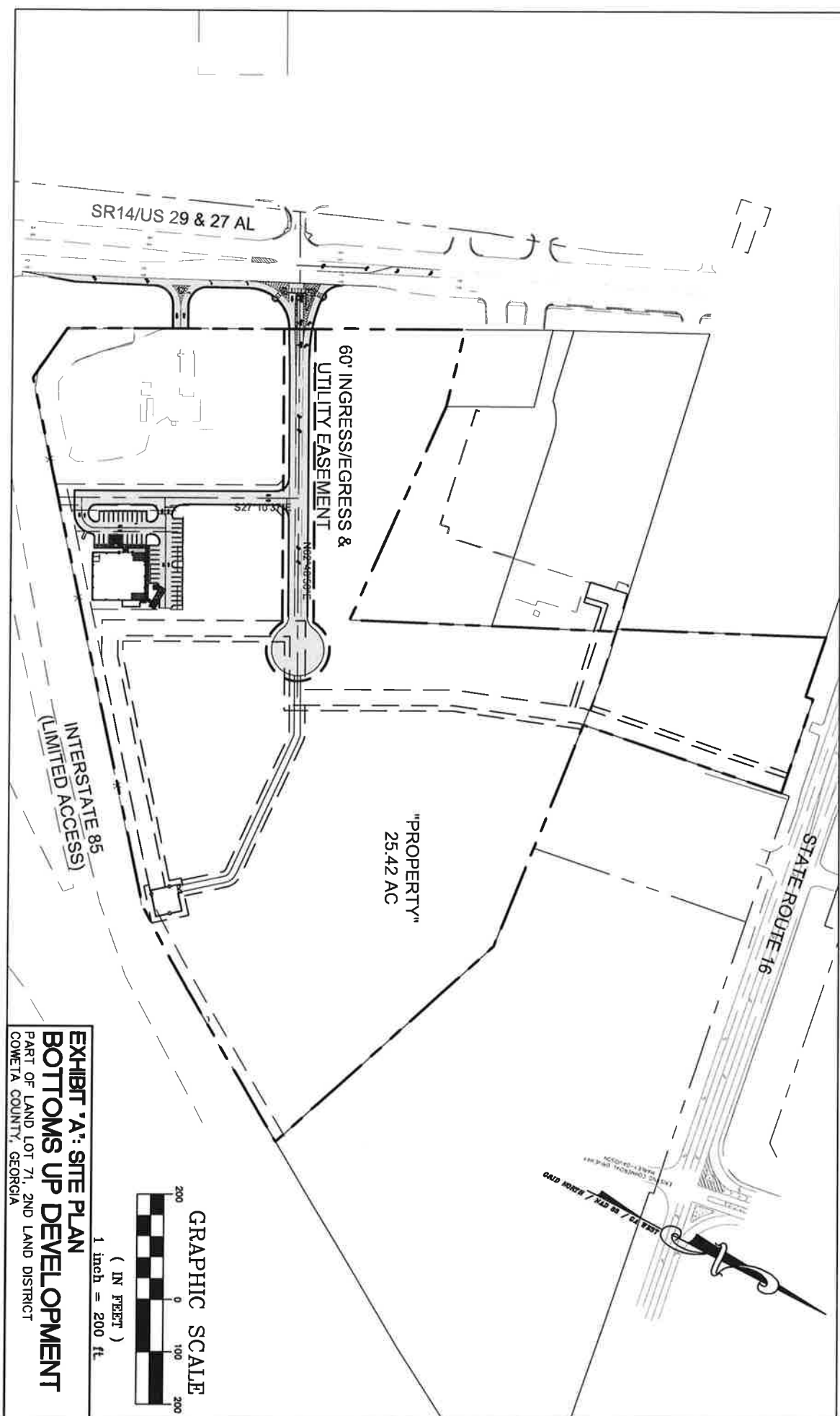
My Commission Expires:



**EXHIBIT "A"**

Site Plan

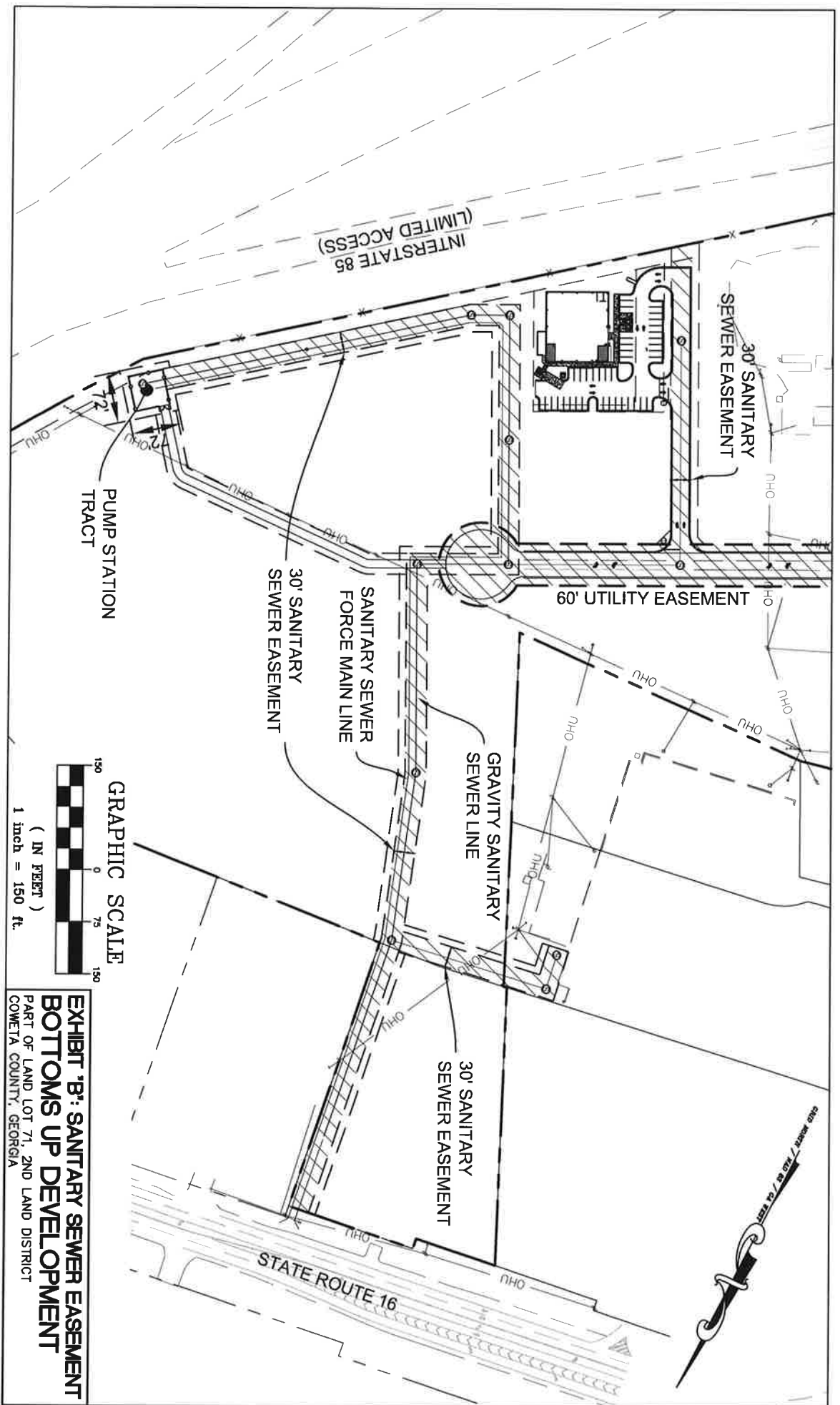
Provided by Owner



**EXHIBIT "B"**

Sanitary Sewer

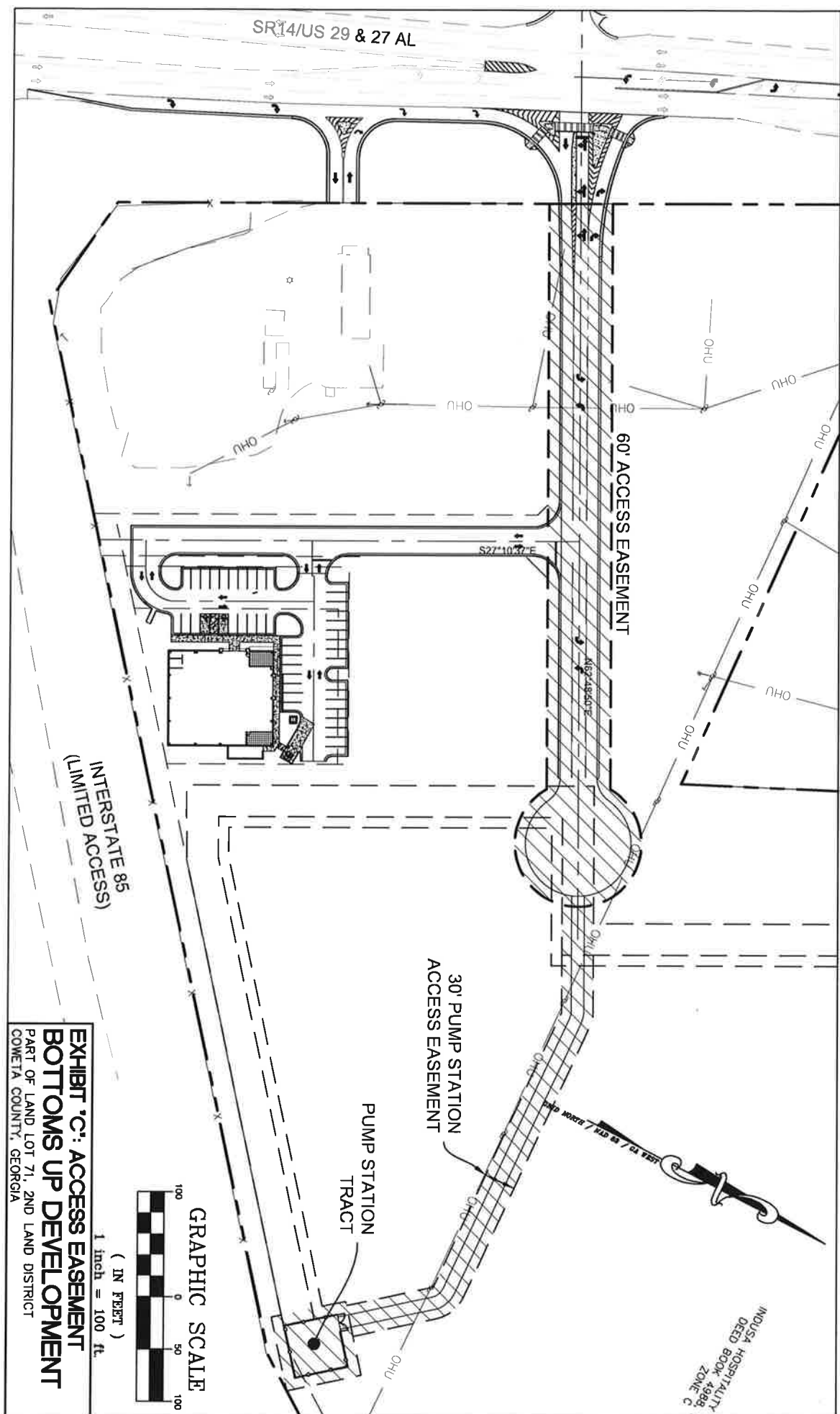
Provided by Owner



**EXHIBIT “C”**

Access Easement

Provided by Owner



### Unpaid Personal Leave of Absence

An unpaid personal leave of absence may be granted upon request to regular full- and part-time employees for important pressing personal needs, at the discretion of the Department Manager, Human Resources and Chief Executive Officer.

#### Provisions

- Individuals employed by the Authority for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence.
- Unpaid personal leave may only be requested after all other appropriate leave balances have been exhausted.
- The Authority will attempt to hold an employee's position open for the period of unpaid personal leave, if such leave is twelve (12) weeks or less. If leave is greater than twelve (12) weeks, the employee, if qualified, will be entitled to the first reemployment opportunity available over the next six (6) months.
- Employee health benefits will be continued in the same manner as received prior to the leave, if the leave is for twelve (12) weeks or less, and the employee will be expected to remit payment for the employee's portion of the health insurance premium prior to departing for unpaid personal leave, and in an amount equivalent to the expected period of absence. If an employee requests leave which will extend beyond the twelve (12) week period, the employee will be advised of COBRA continuation rights.
- Unpaid personal leaves are limited to one (1) per year and must be used in a continuous block of time. Intermittent unpaid personal leave will not be allowed.
- Accepting employment elsewhere is not a qualified reason for unpaid leave under this policy and may result in termination of employment at the Authority.

#### Procedure for Requesting Unpaid Personal Leave

Requests for unpaid personal leave must be made in writing to the employee's Department Manager with a copy to Human Resources and should indicate the reason and the length of leave requested.

The Department Manager shall review and act upon a request for unpaid personal leave in consideration of the following factors:

- The purpose for which the leave is requested.
- The length of time the employee will be away.
- The effect the leave will have on the ability of the department to carry out its responsibilities.

## Time Away from Work

- The quality of the employee's performance prior to the submission of the request.

All unpaid personal leaves must be approved by the Department Manager and concurred with by Human Resources and Chief Executive Officer.

### Procedure for returning from unpaid personal leave

An employee who has been granted an unpaid personal leave of absence shall give the Department Manager reasonable notification of the intent to return to work at least two (2) weeks prior to the return date. Additional documentation may be requested to determine the employee's fitness for duty prior to returning from unpaid leave, including but not limited to, a drug screen, background check, motor vehicle check (MVR), and/or a full release from an Authority approved medical facility.

Upon receiving notification of the employee's availability, the Department Manager will arrange to have the employee reinstated to the employee's previous position, if available. If the previous position is no longer available, the employee may be considered for other open positions which the employee is qualified for as they become available.

If no position exists, the employee will remain on unpaid leave status until a suitable opening develops. If such an opening does not occur within a 30-day period, any obligation to reinstate the employee is discontinued and the employee's leave status is changed to a voluntary termination. Future reemployment would be as a rehire with only legally required reinstatement of applicable benefits.

## Federal Family and Medical Leave

The Authority will provide Family and Medical Leave per the Family and Medical Leave Act (FMLA) to its eligible employees. The company posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Leave Act in this handbook, as well as, common areas in each facility, such as a breakroom or near the timeclock.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact Human Resources.

### General Provisions

Under this policy, the Authority will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered servicemember with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.



## **Purpose**

The purpose of this policy is to ensure that all property maintained by the Authority is kept in the best possible working condition and to ensure proper use of such property and Authority networks.

“Property,” as the term is used in this policy, is defined as any piece of equipment, furnishing, laptop, tablet, mobile phone, building, or supply leased, owned, donated or otherwise in the custodial care of the Authority or any person acting as its agent.

While the Authority’s network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the Authority’s systems remains the property of the Authority. Because of the need to protect the Authority’s network, as well as the Authority’s legal obligations under the Open Records Act, management cannot guarantee the confidentiality of personal information stored on any network device belonging to the Authority.

## **General Guidelines on the Use of Company Property**

All Authority employees must maintain their work environment in an orderly fashion and follow all Authority rules to ensure its proper use and maintenance.

Any employee who is found to have neglected or misused Authority property will be subject to disciplinary action up to and including termination. If an employee’s misuse of Authority property damages the property, the Authority reserves the right to require the employee to pay all or part of the cost to repair or replace the property through payroll deduction with or without employee approval. Misappropriation of Authority property is grounds for immediate termination and possible criminal action.

Authority property (including computers, pagers, telephones, cellphones, copiers, fax machines, Internet services, and printers) is intended for business use only. Limited personal use, as necessary, is allowable but should be the exception and not the rule. The Authority reserves the right to discipline employees for excessive personal use of company property.

## **Appropriate Use**

Authority employees are expected to use Authority property and technology responsibly and productively as necessary for their jobs. Internet access, Authority property, and e-mail use is for job-related activities; however, minimal personal use is acceptable.

Employees may not use the Authority's internet, e-mail or other electronic communications to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing, or pornographic nature. No messages with derogatory or inflammatory remarks or images about an individual's race, age, disability, religion, national origin, physical attributes, or sexual preference may be transmitted. Harassment of any kind is prohibited.

Disparaging, abusive, profane, or offensive language and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the internet or e-mail—are forbidden.

Copyrighted materials belonging to entities other than the Authority may not be transmitted by employees on the Authority's network without permission of the copyright holder.

Employees may not use the Authority's computer systems in a way that disrupts its use by others. This includes sending or receiving excessive numbers of large files and spamming (sending unsolicited e-mail to thousands of users).

Employees are prohibited from downloading software or other program files or online services from the Internet without prior approval from the IT Department. All files or software should be passed through virus-protection programs prior to use. Failure to detect viruses could result in corruption or damage to files or unauthorized entry into Authority systems and networks.

Every employee of the Authority is responsible for the content of all text, audio, video, or image files that they place or send over the Authority's internet and e-mail systems. No e-mail or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else. The Authority's corporate identity is attached to all outgoing e-mail communications, which should reflect corporate values and appropriate workplace language and conduct.

Employees are responsible for safeguarding their user identification names (username) and passwords, and for using them for their intended purposes only. Each employee is responsible for all access made under the authorization of their username, and for all network activity originating from their computer, tablet, or mobile phone from any location. Limitations include:

- Shared computers such as computers where multiple users need access to a shared resource.
- Shared tablets such as the clock-in tablet in the primary hallway.

Violation of these guidelines constitutes unacceptable use of computing resources and may violate other Authority policies and/or state and federal law. Suspected or known violations should be reported to management. Management will assess the nature and intent of the violation and/or ask that law enforcement agencies be involved, if appropriate. Violations may result in revocation of computing resource privileges, disciplinary action up to and including dismissal from employment or termination of consulting contract, or as necessary, by legal action.

### **Use and Dissemination of Company Information**

"Information," as the term is used in this policy, includes without limitation any information owned or used by the Authority, such as:

- Any Authority employee, customer, or client lists.
- Any Authority database information, including addresses and telephone numbers.
- Any information from Authority employee personnel files, including employee addresses, telephone numbers, employment status, and wage history.
- Any photographs, videotapes, and sound clips of any Authority employee, customer, or client.

Only those employees who are authorized by the Authority's Board of Directors or Executive Team, or whose job description permits them to do so, may speak on behalf of the Authority. Notwithstanding the foregoing, specific permission from the Authority's Board of Directors or CEO will be required before any Authority employee may disseminate confidential Authority information.

No employee may knowingly dispense such information to any outside party unless authorization has been granted. This could include other employees who do not have the right to know such information. Any breach will be considered a violation of Authority policy concerning confidentiality, and it may constitute a violation of state or federal law.

### **Confidentiality and Monitoring**

All technology provided by the Authority, including computer systems, communication networks, company-related work records and other information stored electronically, is the property of the Authority and not the employee. In general, use of the Authority's technology systems and electronic communications should be job-related and not for personal convenience. The Authority reserves the right to examine, monitor and regulate e-mail and other electronic communications, directories, files, and all other content, including internet use, transmitted by or stored in its technology systems, whether onsite or offsite.

Internal and external e-mail, voice mail, text messages and other electronic communications are considered business records and may be subject to discovery in the event of litigation or an Open Records Act request. Employees must be aware of this possibility when communicating electronically within and outside the Authority.

### **Monitoring of Network Communications**

The Authority reserves the right to monitor at any time any communications that use Authority networks in any way, including data, voice mail, mobile phones, telephone logs, internet use and network traffic, to determine proper use.

The Authority will review network communications activity and will analyze use patterns. The Authority may choose to publish these data to ensure that Authority resources in these areas are being used according to this policy.

No employee may knowingly disable any network software or system identified as a monitoring tool.