



Requesting Agency

Department of Water Resources

Commission Districts Affected

1,2,3

Requested Action (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Request approval of a Mutual Release and Settlement Agreement between Forsyth County, Back Bay Trading, Ltd., Cauley Creek Water Reclamation, LLC., and Fulton County

Requirement for Board Action (Cite specific Board policy, statute or code requirement)

State of Georgia O.C.G.A. 36-10-1 request for approval of contractual agreements shall be forwarded to the Board of Commissioners for approval.

Is this Item Goal Related? (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes No

Summary & Background

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Beginning in July of 2011 and continuing into the first quarter of 2012, Cauley Creek Water Reclamation Facility (WRF) noticed unusual and repeated influent loading levels which were suspected to have originated from flows emanating from Forsyth County (Forsyth). Forsyth was requested to investigate and take remedial action in response to the effluent discharge. Upon investigation by Forsyth it was determined that the source of the effluent discharge was Back Bay Trading, Ltd., d/b/a Amelia Bay, a Georgia corporation located at 3851 Lakefield Drive, Johns Creek, Forsyth County. On March 28, 2012 Forsyth issued a Notice of Violation (NOV) informing Amelia Bay that sampling detected that the business operations was producing a discharge at concentrations levels above the maximum allowable limits set forth in Forsyth's Sewer Use Ordinance. On April 5, 2012 the NOV was followed up with a Cease and Desist Order issued by Forsyth requiring Amelia Bay to cease and desist from all and any discharges from the facility until the submittal and approval of an industrial pretreatment permit. Subsequent to the issuance of the Cease and Desist Order Amelia Bay established a pump and haul operation to address the effluent discharge. Forsyth and Fulton County (Fulton) have entered into certain Sewer Cooperation Agreement dated April 21, 1993 regarding the Johns Creek Drainage Basin governing industrial users in Forsyth whose sewer flow contributes to Fulton collection system and treatment facilities. Amelia Bay filed notices of appeal to both the NOV and Cease and Desist Order. Forsyth, Cauley Creek LLC., Amelia Bay and Fulton agreed it is in their mutual best interests to resolve any issues concerning enforcement and remedial actions by Forsyth and or Fulton as well as claims brought by Cauley Creek LLC., with a Mutual Release and Settlement Agreement which allows for Amelia Bay to make a payment of \$86,000 to Cauley Creek LLC., to recover costs associated with the illicit discharge, \$ 25,000 to Forsyth to recover direct, administrative and legal costs and unconditionally releases Fulton from any and all manner of action(s) which any of the parties may claim against Fulton.

Agency Director Approval

County Manager's Approval

Typed Name and Title

Kun Suwanarpa, P.E., Interim Director

Phone

404-612-7394

Signature

Date

01/17/13

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Mutual Release and Settlement Agreement - 1

Source of Additional Information *(Type Name, Title, Agency and Phone)*

Kun Suwanarpa, Interim Director (404) 612- 7394

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS Mutual Release and Settlement Agreement (the "Agreement") is entered into as of the 20th day of December, 2012, by and between **FORSYTH COUNTY, GEORGIA**, a political subdivision of the State of Georgia acting by and through its duly authorized governing authority, the Board of Commissioners of Forsyth County, Georgia (hereinafter referred to as "Forsyth"), **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia acting by and through its duly authorized governing authority, the Board of Commissioners of Fulton County, Georgia (hereinafter referred to as "Fulton"), **CAULEY CREEK WATER RECLAMATION, LLC**, a Georgia limited liability company, acting by and through its duly authorized Member/Manager Ronald G. Green ("Cauley Creek LLC"), and **BACK BAY TRADING, LTD., d/b/a AMELIA BAY**, a Georgia corporation, acting by and through its duly authorized President/CEO, John I. Crandall (hereinafter referred to as "Amelia Bay") (hereinafter, Forsyth, Fulton, Cauley Creek LLC and Amelia Bay are collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Forsyth and Fulton are both legally recognized and validly existing local governments of the State of Georgia;

WHEREAS, Cauley Creek LLC is a Georgia limited liability company that has contracted with Fulton to manage and operate the Cauley Creek Water Reclamation Facility ("Cauley Creek WRF"),

WHEREAS, Amelia Bay is a Georgia corporation transacting business in the State of Georgia, and which received a certificate of occupancy ("CO") for 3851 Lakefield Drive, Johns Creek, Forsyth County, Georgia 30024 (the "Facility") in March of 2012;

WHEREAS, discharge from the Facility flows into the pipes and structures which are a part of Forsyth's waste water treatment system and said discharge ultimately flows into the Cauley Creek WRF;

WHEREAS, Fulton has been issued a permit by the Georgia Environmental Protection Division ("EPD") to operate Cauley Creek WRF as a National Pollution Discharge Elimination System ("NPDES");

WHEREAS, Fulton is authorized to discharge from Cauley Creek WRF to receiving waters in accordance with effluent limitations, monitoring requirements and other conditions set forth in the NPDES permit for Cauley Creek WRF;

WHEREAS, under Fulton's NPDES permit, Fulton has responsibility for ensuring that any discharge by industrial users into Cauley Creek WRF is in compliance with Fulton's pretreatment standards and is regulated by Fulton through appropriate discharge permits or other individual control mechanisms;

WHEREAS, Fulton has a sewer use ordinance, passed and adopted on November 15, 2006, and known as the "Fulton County Sewer Use and Pretreatment Ordinance", and as Article IV, Chapter 82 of the Code of Ordinances of Fulton County (hereinafter, the "Fulton Sewer Use Ordinance"). The Fulton Sewer Use Ordinance applies to unincorporated Fulton County and any other area within the jurisdiction of the Fulton County Board of Commissioners, and to all users of Fulton's POTW, and was enacted for purposes that include, but are not limited to: (1) implementing and enforcing the rules of the Georgia Clean Water Act of 1964, as amended, (2) setting forth uniform requirements for users of Fulton's POTW; (3) enabling Fulton to comply with all applicable State and Federal laws, including the Clean Water Act (33 U.S.C § 1251 *et seq.* (the "CWA") and the General Pretreatment Regulations (40 Code of Federal Regulations

Part 403); (4) preventing the introduction of pollutants into the POTW that will interfere with its operation; (5) preventing the introduction of pollutants into its POTW that will pass through its POTW, inadequately treated, into receiving water, or be otherwise incompatible with its POTW; (6) protecting both the POTW personnel who may be affected by wastewater and sludge in the course of their employment and the general public; and (7) enabling Fulton to comply with its NPDES permit conditions, sludge use and disposal requirements and any other Federal or State laws to which its POTW is subject;

WHEREAS, Forsyth and Fulton have entered into that certain Sewer Cooperation Agreement dated April 21, 1993 regarding the Johns Creek Drainage Basin (the “Johns Creek Sewer Agreement”) governing industrial users in Forsyth whose sewer flow contributes to Fulton’s POTW;

WHEREAS, Forsyth has its own Sewer Use Ordinance, passed and adopted on September 3, 2009 and known as the “Forsyth County Sewer Use Ordinance”, and as Ordinance #114, Article III, Chapter 82 of the Code of Ordinances of Forsyth County (hereinafter, the “Forsyth Sewer Use Ordinance”). The Forsyth Sewer Use Ordinance applies to all users of the sewage works within the jurisdictional boundary of Forsyth County, except for those areas within the City of Cumming sewer service area, and sets forth uniform requirements for users of the sewage works of Forsyth to enable Forsyth to comply with all applicable State and Federal laws, including the CWA and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403 *et seq.*). The objectives the Forsyth Sewer Use Ordinance include, but are not limited to: (1) preventing the introduction of pollutants into the sewage works that will interfere with its operation, and to prevent the introduction into the POTW of any pollutant or hazardous substance which causes personal injury or property damage or, other than in compliance with all local requirements or permits, which causes such treatment works to violate any effluent limitation or condition in any permit issued to the treatment works; (2) preventing

the introduction of pollutants into the sewage works that will pass through the sewage works inadequately treated into receiving waters or otherwise be incompatible with the sewage works; (3) protecting human health, safety and the environment, including protection of sewage works personnel who may be affected by wastewater in the course of their employment and the general public; and (4) enabling Forsyth to comply with its NPDES permit conditions, re-use permit conditions, biosolids use and disposal requirements, and any other applicable federal or state laws.

WHEREAS, both the Fulton Sewer Use Ordinance and the Forsyth Sewer Use Ordinance (collectively, the “County Sewer Use Ordinances”) provide for numerous remedial measures and enforcement actions in the event of the discharge of effluent into or affecting the POTW in violation of any NPDES permit, in violation of the County Sewer Use Ordinances or beyond the maximum discharge limitations set forth therein. Said remedies and enforcement action include, but are not limited to: (1) the issuance of written notices of violation, (2) written cease and desist orders, (3) the entry of consent orders ensuring voluntary compliance, (4) the issuance of administrative fines, (5) the imposition of industrial waste surcharges, and (6) the recovery of expenses, loss or damages incurred by the jurisdiction for any user violation of the County Sewer Use Ordinances, including the costs of any additional or supplemental sampling or analysis required as a result of any excessive pollutant loadings of any user;

WHEREAS, beginning in July of 2011 and continuing into the first quarter of 2012, Cauley Creek LLC noticed unusual and repeated influent loading levels at the Cauley Creek WRF suspected to have originated from the Facility, and requested Forsyth to take remedial action in response to the effluent discharge whose source was suspected to be the Facility;

WHEREAS, Amelia Bay received its CO in March of 2012;

WHEREAS, on March 28, 2012, after performing sampling of the effluent discharge originating from the Facility, Forsyth issued a written Notice of Violation to Amelia Bay as a result of effluent that was being discharged from Facility in the normal operation of Amelia Bay's business. That March 28, 2012 Notice of Violation informed Amelia Bay that sampling by Forsyth detected that the business operations at the Facility (which includes the production of an extract produced from tea leaves) was producing discharge at concentration levels above the maximum allowable limits set forth in Forsyth's Sewer Use Ordinance;

WHEREAS, on April 5, 2012, that Notice of Violation was followed up by a Cease and Desist Order issued by Forsyth requiring Amelia Bay to cease and desist from violating Forsyth's Sewer Use Ordinance and further requiring Amelia Bay to cease and desist from all and any discharges from the Facility until the submittal and approval of an industrial pretreatment permit, the submittal and approval of a pretreatment system and the approval of the installation of Amelia Bay's pretreatment system, including an adequate sampling manhole for all process wastewater discharges, as proposed and approved;

WHEREAS, Amelia Bay denied and continues to deny any and all wrongdoing, and accordingly Amelia Bay filed a notice of appeal of the March 28, 2012 Notice of Violation and the April 5, 2012 Cease and Desist Order to Forsyth's Director of the Department of Water and Sewer, and then to the Forsyth County Board of Commissioners; and

WHEREAS, subsequent to the issuance of the Cease and Desist Order by Forsyth, Amelia Bay established a pump and haul operation to address the effluent discharge that was the subject of the Forsyth Notice of Violation and Cease and Desist Order;

WHEREAS, Forsyth and Amelia Bay agreed to postpone Amelia Bay's appeals of the March 28, 2012 Notice of Violation and the April 5, 2012 Cease and Desist Order to attempt to

resolve the Notice of Violation and Cease and Desist Order as well as the appeals of same. Amelia Bay has not recommenced industrial discharge into the Forsyth County waste water treatment system or the Fulton waste water treatment system since it initiated pumping and hauling of its waste;

WHEREAS, given that the discharge that is the subject of Forsyth's March 28, 2012 notice of violation and April 5, 2012 Cease and Desist Order implicates the remedial measures and enforcement actions within the jurisdiction of both Forsyth and Fulton under the County Sewer Use Ordinances, the Johns Creek Sewer Agreement, the contract between Cauley Creek LLC and Fulton, and Fulton's NPDES permit concerning Cauley Creek WRF, the Parties agree that it is in their mutual best interest to resolve any issues concerning any enforcement and remedial actions by Forsyth and/or Fulton relating to the March 28, 2012 Forsyth notice of violation and April 5, 2012 Cease and Desist Order, as well as any appeals, claims or potential claims between the Parties arising thereunder prior to the date of execution of this Agreement;

NOW THEREFORE, in consideration of the mutual promises of the Parties and the mutual benefits flowing from each Party to the other, and other good and valuable consideration exchanged, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Preambles and Recitals.

The preambles and recitals set forth above are incorporated by reference and form and are an integral part of this Agreement.

2. Acknowledgment of Consent Order and Incorporation by Reference.

The Parties acknowledge and agree that in conjunction with this Agreement, Forsyth and Amelia Bay have entered into a Consent Order attached hereto as Exhibit "A" and incorporated herein by reference (the "Consent Order"). The Parties acknowledge, consent and agree to the

terms set forth in the Consent Order.

3. Distribution of Payments.

In accordance with the terms of the Consent Order and in consideration of the resolution of the March 28, 2012 Notice of Violation and the April 5, 2012 Cease and Desist Order directed to Amelia Bay as well as the mutual releases contained herein, the Parties agree that within ten (10) days of the execution of the Consent Order, Amelia Bay shall make the following payments:

(a) The sum of Eighty Six Thousand and 00/100 Dollars (\$86,000.00) shall be paid to Cauley Creek LLC to cover the costs (including increased operational costs, laboratory sampling costs and clean-up costs) associated with the effluent discharge flowing into Cauley Creek WRF from the Facility; and

(b) The sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) shall be paid to Forsyth to enable Forsyth to recover its direct and administrative costs associated with enforcing the effluent discharge from the Facility pursuant to Forsyth's Sewer Use Ordinance and the Johns Creek Sewer Agreement, including but not limited to Forsyth's laboratory costs, man-hours in the field and attorney's fees incurred in enforcing the effluent discharge from the Facility prior to the date of this Agreement.

4. Pretreatment/Wastewater Discharge Application to Fulton.

In the event that Amelia Bay desires in the future to cease pumping and hauling of its beverage processing waste, and intends to discharge such waste into the Forsyth and/or Fulton waste water treatment system, it shall, at least ninety (90) days before such discharge submit a fully complete and accurate wastewater discharge permit application to Fulton in accordance with Section 82-239 of Fulton's Sewer Use Ordinance, with a copy of same to Forsyth County.

5. Future Discharge of Industrial Process Wastewater by Amelia Bay

Amelia Bay will not introduce beverage processing wastewater or any industrial waste into a POTW of Forsyth or Fulton until either: (1) a pretreatment system has been installed and then approved by the Director of Fulton's Public Works Department and the Director of Forsyth's Water and Sewer Department; or (2) the Director of Fulton's Public Works Department and the Director of Forsyth's Water and Sewer Department approve the discharge of industrial process wastewater by Amelia Bay after determining that the installation of an industrial pretreatment system is not necessary under the County Sewer Use Ordinances.

6. Mutual Releases.

Upon payment of the monies contemplated in this Agreement, and in consideration of the covenants and promises contained herein:

(a)(1) Forsyth, together with its transferees, successors, assigns, heirs, parent companies, subsidiaries, affiliates, officers, directors, elected officials, departments, shareholders, agents and employees, including its Director of the Department of Water and Sewer, fully and unconditionally release and forever discharge Fulton, Amelia Bay and Cauley Creek LLC, together with their respective transferees, heirs, successors, assigns, parent companies, subsidiaries, affiliates, elected officials, officers, directors, members, managers, shareholders, agents, departments, employees and attorneys, of and from any and all manner of action or actions, cause or causes of action, in law or in equity including claims for injunctive relief, mandamus, indemnification, subrogation, suits, debts, liens, liabilities, claims, fines, penalties, demands, damages, loss, attorney's fees, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which Forsyth may have, or may claim to have against Fulton, Amelia Bay and Cauley Creek LLC, or any of them, arising from the beginning of time until the date of the execution of this Agreement, which may arise out of any discharge by Amelia Bay from the Facility through the date of the execution of

this Agreement or any action or inaction of Amelia Bay regarding pretreatment of wastewater discharge from the Facility through the date of the execution of this Agreement.

(2) Nothing contained in this release of the Claims shall constitute a waiver, or act to prohibit, estop, prevent, or bar Forsyth from exercising its right to: (1) enforce in the ordinary course of business any violation of Forsyth's Sewer Use Ordinance against any persons, companies, entities, users or industrial users with regard to claims not identified in this paragraph; (2) enforce in the ordinary course of business any action or inaction of Amelia Bay subsequent to the date of execution of this Agreement determined by Forsyth or its Director of the Department of Water and Sewer to be in violation of Forsyth's Sewer Use Ordinance; or (3) enforce any terms and conditions of the Johns Creek Sewer Agreement relating to any claims, actions or inactions that do not arise out of any discharge by Amelia Bay from the Facility through the date of the execution of this Agreement.

(b)(1) Fulton, together with its transferees, successors, assigns, heirs, parent companies, subsidiaries, affiliates, officers, directors, elected officials, departments, shareholders, agents and employees, including its Director of the Public Works Department, fully and unconditionally release and forever discharge Forsyth, Amelia Bay and Cauley Creek LLC, together with their respective transferees, heirs, successors, assigns, parent companies, subsidiaries, affiliates, elected officials, officers, directors, members, managers, shareholders, agents, departments, employees and attorneys, of and from any and all manner of action or actions, cause or causes of action, in law or in equity including claims for injunctive relief, mandamus, indemnification, subrogation, suits, debts, liens, liabilities, claims, fines, penalties, demands, damages, loss, attorney's fees, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which Fulton may have, or may claim to have against Forsyth, Amelia Bay and Cauley Creek LLC, or any

of them, arising from the beginning of time until the date of the execution of this Agreement, which may arise out of any discharge by Amelia Bay from the Facility through the date of the execution of this Agreement or any action or inaction of Amelia Bay regarding pretreatment of wastewater discharge from the Facility through the date of the execution of this Agreement.

(2) Nothing contained in this release of the Claims shall constitute a waiver, or act to prohibit, estop, prevent, or bar Fulton from exercising its right to: (1) enforce in the ordinary course of business any violation of Fulton's Sewer Use Ordinance against any persons, companies, entities, users or industrial users with regard to claims not identified in this paragraph; (2) enforce any violation of its NPDES permit related to Cauley Creek WRF against any persons, companies, entities, users or industrial users with regard to claims not identified in this paragraph (3) enforce in the ordinary course of business any action or inaction of Amelia Bay subsequent to the date of execution of this Agreement determined by Fulton or its Director of the Public Works Department to be in violation of Fulton's Sewer Use Ordinance or Fulton's NPDES permit related to Cauley Creek WRF; (4) assert any claims arising out of the enforcement of any terms and conditions of its contract with Cauley Creek LLC regarding the operation and management of Cauley Creek WRF that do not arise out of any discharge by Amelia Bay from the Facility through the date of the execution of this Agreement; or (5) take any action allowed under the Fulton Sewer Use Ordinance with respect to the wastewater discharge permit application of Amelia Bay required to be submitted to Fulton pursuant to section 4 of this Agreement, including ensuring that said application is in full compliance with Section 82-239 of Fulton's Sewer Use Ordinance.

(c)(1) Cauley Creek LLC, together with its transferees, successors, assigns, heirs, parent companies, subsidiaries, affiliates, officers, directors, members, managers, shareholders, agents and employees, fully and unconditionally release and forever discharge Forsyth, Fulton and Amelia

Bay, together with their respective transferees, heirs, successors, assigns, parent companies, subsidiaries, affiliates, elected officials, officers, directors, members, managers, shareholders, agents, departments, employees and attorneys, of and from any and all manner of action or actions, cause or causes of action, in law or in equity including claims for injunctive relief, mandamus, indemnification, subrogation, suits, debts, liens, liabilities, claims, fines, penalties, demands, damages, loss, attorney's fees, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which Cauley Creek LLC may have, or may claim to have against Forsyth, Fulton and Amelia Bay, or any of them, arising from the beginning of time until the date of the execution of this Agreement, which may arise out of any discharge by Amelia Bay from the Facility through the date of the execution of this Agreement or any action or inaction of Amelia Bay regarding pretreatment of wastewater discharge from the Facility through the date of the execution of this Agreement.

(2) Nothing contained in this release of the Claims shall constitute a waiver, or act to prohibit, estop, prevent, or bar Cauley Creek LLC from asserting any claims arising out of the enforcement of any terms and conditions of its contract with Fulton regarding the operation and management of Cauley Creek WRF that do not arise out of any discharge by Amelia Bay from the Facility through the date of the execution of this Agreement.

(d)(1) Amelia Bay, together with its transferees, successors, assigns, heirs, parent companies, subsidiaries, affiliates, officers, directors, members, managers, shareholders, agents and employees, fully and unconditionally release and forever discharge Forsyth, Fulton and Cauley Creek LLC, together with their respective transferees, heirs, successors, assigns, parent companies, subsidiaries, affiliates, elected officials, officers, directors, members, managers, shareholders, agents, departments, employees and attorneys, of and from any and all manner of action or actions,

cause or causes of action, in law or in equity including claims for injunctive relief, mandamus, indemnification, subrogation, suits, debts, liens, liabilities, claims, appeal rights under the County Sewer Use Ordinances, fines, penalties, demands, damages, loss, attorney's fees, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which Amelia Bay may have, or may claim to have against Forsyth, Fulton and Cauley Creek LLC, or any of them, arising from the beginning of time until the date of the execution of this Agreement, which may arise out of: (1) any discharge by Amelia Bay from the Facility through the date of the execution of this Agreement; or (2) any action or inaction by Fulton, Forsyth or Cauley Creek LLC related Amelia Bay's action or inaction regarding pretreatment of wastewater discharge from the Facility through the date of the execution of this Agreement.

(2) Nothing contained in this release of the Claims shall constitute a waiver, or act to prohibit, estop, prevent, or bar Amelia Bay from exercising any of its rights, including any appellate rights, set forth in the County Sewer Use Ordinances in the event Fulton or Forsyth seek to enforce the County Sewer Use Ordinances against Amelia Bay subsequent to the date of the execution of this Agreement concerning any alleged action or inaction by Amelia Bay occurring subsequent to the date of the execution of this Agreement.

7. Dismissal of Amelia Bay's Appeals.

By entering into this Agreement, Amelia Bay acknowledges and agrees that its appeals of Forsyth's March 28, 2012 Notice of Violation and April 5, 2012 Cease and Desist Order are dismissed effective as of the date of execution of the Consent Order.

8. General Provisions.

(a) NO ADMISSION OF LIABILITY. It is understood and agreed by the Parties that the consideration given by the Parties and the covenants and promises contained herein is not to be

construed in any way as an admission of liability by any Party but, rather, that said consideration is given in compromise and settlement of the claims or potential claims set forth in this Agreement that the Parties have or may have against one another.

(b) It is further understood and agreed that the Parties have completely read this Agreement and understand it, having had the opportunity to review it and consult with their counsel about it.

(c) GOVERNING LAW. This Agreement, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement, shall be governed by the substantive law of the State of Georgia, without regard to its conflict of laws principles.

(d) ENTIRE UNDERSTANDING AND BINDING EFFECT. The Parties warrant and represent that no promise, inducement or agreement not herein expressed has been made to them, their representatives, their attorneys, or their assigns, and that this Agreement contains the entire agreement between the Parties hereto and supersedes all previous or contemporaneous oral or written communications, representations, or agreements pertaining to the subjects addressed herein. The Parties agree that the terms of this Agreement are binding as to each and every party hereto, their agents, successors, assigns, heirs, administrators, servants, employees, subsidiaries, affiliates, and trustees.

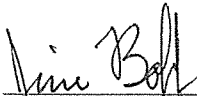
(e) ASSIGNMENT. None of the Parties shall, without written consent of the other Parties, assign or transfer this Agreement or any rights or obligations hereunder.

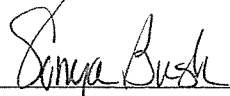
(f) AUTHORITY TO EXECUTE AGREEMENT. Each individual who executes this Agreement on behalf of his or her respective Party agrees and represents that he or she is authorized to do so. Forsyth and Fulton further agree and represent that this Agreement has been duly passed upon by their respective governments or boards in accordance with all applicable laws and spread upon the minutes thereof.

(g) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that each signatory sign the same counterpart, provided, however, that each has signed an identical counterpart.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed under seal as of the date first above written.

FORSYTH COUNTY, GEORGIA

By:  _____
Jim Boff, Chairman, Forsyth County
Board of Commissioners

 _____
Attest:
Sonya Bush, County Clerk

[Seal]

FULTON COUNTY, GEORGIA

By: _____
John Eaves, Chairman, Fulton County
Board of Commissioners

Attest:
Mark Massey, County Clerk

[Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**BACK BAY TRADING, LTD., d/b/a
AMELIA BAY**

By: _____
John I. Crandall (SEAL)
Its: President/CEO

Sworn to and subscribed before me,
this ____ day of _____, 201 ____.

Notary Public
My Commission Expires: _____

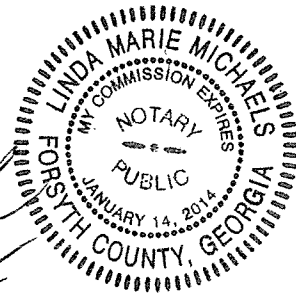
**CAULEY CREEK WATER RECLAMATION,
LLC**

By: Ronald G. Green
Ronald G. Green (SEAL)

Its: Member/Manager

Sworn to and subscribed before me,
this 11th day of January, 2013.

Linda Marie Michaels
Notary Public
My Commission Expires: 1-14-14





FULTON COUNTY BOARD OF COMMISSIONERS

Agenda Approval & Routing Form

Contract Attached: Yes	Previous Contracts: No	Procurement Type: Other	Proposed Action: New Item
Solicitation Number: NA	Submitting Agency: Water Resources	Staff Contact: Kun Suwanarpa, P.E., Interim Director	Contact Phone: 404-612-7394

Description: Executed Mutual Release and Settlement Agreement between Forsyth County, Fulton County, Cauley Creek Water Reclamation LLC. and Back Bay Trading, Ltd., d/b/a Amelia Bay.

CONTRACTOR INFORMATION

Other Contract Party(s): None	Solicitation Information	NON-MFBE	MBE	FBE	TOTAL
	No. Bid Notices Sent: No. Bids Received:	NA NA	NA NA	NA NA	NA NA
Prime Contractor Information: NA Contractor Type: Name: Address: City: State: Zip: Contact Name: Phone: Start Date: End Date: Upon Approval: <input type="checkbox"/> Amount:			Subcontractor Information: NA Contractor Type: Name: Address: City: State: Zip: Contact Name: Phone: Start Date: End Date: Upon Approval: <input type="checkbox"/> Amount:		

FINANCIAL SUMMARY

Total Contract Value: NA Original Approved Amount: Previous Adjustments: This Request: TOTAL: NA	MBE/FBE Participation: Amount: Amount: Amount: %: Amount: %:	Grant Information Summary: Amount Requested: <input type="checkbox"/> Cash Match Required: <input type="checkbox"/> In-Kind Start Date: <input type="checkbox"/> Approval to Award End Date: <input type="checkbox"/> Apply & Accept Match Account #:	
Funding Line 1: N/A	Funding Line 2: N/A	Funding Line 3: N/A	Funding Line 4: N/A

KEY CONTRACT TERMS

Start Date: NA	End Date: NA	Contract Type: New Item	Payment Terms: NA
Cost Adjustment: None	Renewal/Extension Terms: N/A	Termination Provisions: NA	

ROUTING & APPROVALS

<input checked="" type="checkbox"/> Originating Department:	<i>Kun Suwanarpa</i>	Date: 01/17/13
<input checked="" type="checkbox"/> County Attorney:		Date:
<input type="checkbox"/> Information Technology:		Date:
<input type="checkbox"/> General Services:		Date:
<input type="checkbox"/> Risk Management:		Date:
<input type="checkbox"/> Grants Management:		Date:
<input type="checkbox"/> Purchasing/Contract Compliance:		Date:
<input type="checkbox"/> Finance/Budget:		Date: