

C/L

THE CITY OF LUMPKIN

P O BOX 278 - 110 MARTIN LUTHER KING DRIVE - LUMPKIN, GEORGIA 31815

PHONE - 229-838-4333, Fax - 229-838-9908, EMAIL - [lumpkincity@bellsouth.net](mailto:lumpkincity@bellsouth.net)

MAYOR,  
WEYMAN E. CANNINGTON JR.

ADMINISTRATOR,  
JAMES A. MURRAY

CITY CLERK,  
MARIANNA R. WILLIAMS

MEMORANDUM OF AGREEMENT  
Regarding Sewer Rates

WHEREAS, The City of Lumpkin, Stewart County, Georgia (hereinafter sometimes called "The City") enters into an agreement with Corrections Corporation of America (hereinafter sometimes called "CCA") for the provision of waste water treatment services by The City to a private prison owned and operated by CCA.

THEREFORE, Effective 1 November, 2005, The City of Lumpkin and Corrections Cooperation of America, a Tennessee Corporation, having its principle office in Nashville, Tennessee, do covenant and agree as follows:

1.

Agree to a minimum rate of \$4,750.00 for the first 10,000 gallons and \$1.90 for each additional 1000 gallons.

2.

CCA will provide The City with a maintenance schedule for their grease trap and subsequent documentation of service.

3.

CCA will observe operational limits, (expressed in the engineering parameters), of

BOD (mg/l)	300
TSS (mg/l)	250
Ammonia (mg/l)	28
Phosphorus (mg/l)	10

Sampling at the prison lift station will be conducted twice monthly for BOD and TSS. Testing the prison effluent for elevated levels of ammonia or phosphorus may be conducted should pond conditions indicate.

A. Samplings showing elevated levels will cause The City to notify local CCA management and increase monitoring to insure that it is an isolated event.

B. If over limit conditions persist and additional treatment and testing is required, the additional cost will be billed to CCA.

C. Persistent inability to operate within agreed limits will result in rate increases appropriate to the increased treatment required.

4.

Fuel cost surcharges for electricity will be passed to all customers on a proportional basis.

5.

CCA will provide power for the prison lift station. The City will operate and maintain the station.

6.

Rates will be reviewed semi annually in the 6<sup>th</sup> and 12<sup>th</sup> months, rate changes will be announced the following month and be effective the first day of the next month.

Signed sealed and delivered  
in the presence of

[Signature]  
Witness

[Signature]  
Notary

MY COMMISSION EXPIRES 11/14/09

The City of Lumpkin

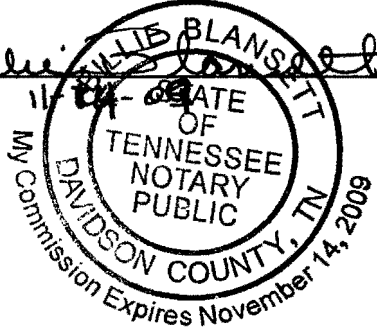
By [Signature]  
Weyman E. Cannington, Jr., Mayor

Attest [Signature]  
Marianna Williams, City Clerk

Signed sealed and delivered  
in the presence of

[Signature]  
Witness

[Signature]  
Notary



Corrections Corporation of America

By [Signature]

Attest [Signature]