



SWA

Sinclair Water Authority

126 Cay Drive Milledgeville, GA 31061

Joseph D. Witcher Plant Manager

Phone (706) 485-8993 Fax (706) 485-8994

**Agenda**

**Monday, July 13, 2020 ♦ 5:00 PM**

*Sinclair Water Plant*

**Opening**

1. Call to Order
2. Public Participation

**Minutes**

- [3.](#) Minutes - May 18, 2020

**Reports I**

- [4.](#) Manager's Report
  - a. DBP Update
  - b. Alum Sludge - Discussion
  - c. Algae Treatment

**New Business**

5. Appoint Budget Committee - Action
- [6.](#) Budget Calendar - Action
- [7.](#) GEFA Loan Deferral Modification - Action

**Old Business**

None

**Reports II**

- [8.](#) Plant Production Reports
- [9.](#) Financial Reports

**Closing**

10. Next Meeting - September 14, 2020
11. Adjournment

**File Attachments for Item:**

3. Minutes - May 18, 2020



SWA

Sinclair Water Authority

126 Cay Drive Milledgeville, GA 31061

Joseph D. Witcher Plant Manager

Phone (706) 485-8993 Fax (706) 485-8994

### Minutes

**Monday, May 18, 2020 ◊ 5:00 PM**

Sinclair Water Plant

The Sinclair Water Authority met on Monday, May 18, 2020 at approximately 5:00 PM at the Sinclair Water Plant, 126 Cay Drive, Milledgeville, Georgia.

#### *PRESENT*

Chairman Robert Brown  
 Member Sammy Hall  
 Member Kelvin Irvin  
 Member Donna Van Haute  
 Member David Waddell

#### *STAFF PRESENT*

Plant Manager Joey Witcher  
 Clerk Lynn Butterworth  
 Christina Patterson

#### **Opening**

##### 1. Call to Order

Chairman Brown called the meeting to order at approximately 5:00 p.m.  
 (Copy of agenda made a part of the minutes.)

##### 2. Public Participation

None

#### **Minutes**

##### 3. Minutes - March 23, 2020

**Motion to approve the March 23, 2020 Minutes.**

**Motion made by Member Hall, Seconded by Member Van Haute.**

**Voting Yea: Chairman Brown, Member Hall, Member Irvin, Member Van Haute, Member Waddell**

**Reports I**

4. Manager's Report

a. Discussion and possible action on DBP Improvements

Plant Manager Witcher discussed the DBP improvements and estimates costs to be about \$5000-\$6000.

**Motion to authorize the Plant Manager to rent a roll off dumpster and other equipment and tools as needed to destruct and discard the existing Bulk Purate and Bulk Sulfuric Acid tanks at the SWA Intake facility located at 111 Spurgeon Drive, Milledgeville and further authorizes the Plant Manager to procure pricing from concrete coring and sawing contractors to cut sections from each containment area so as to provide access into those areas for the forklift.**

**Motion made by Member Van Haute, Seconded by Member Hall.**

**Voting Yea: Chairman Brown, Member Hall, Member Irvin, Member Van Haute, Member Waddell**

b. COVID-19 Update

Plant Manager Witcher provided a COVID-19 update:

- SWA Operators are still practicing safe protocol.
- Christina is back working at the office, and all are isolating themselves while in the offices.
- SWA received 15 reusable masks from GAWARN - these masks came from FEMA as a direct distribution to water and wastewater personnel.

**New Business**

5. Employee Benefits - Action on Health Insurance Renewal

Chairman Brown reviewed the Health Insurance options from United Health and Anthem Chamber SMART.

**Motion to change the Employee Health Insurance plan to Anthem Chamber SMART**

**Motion made by Member Waddell, Seconded by Member Van Haute.**

**Voting Yea: Chairman Brown, Member Hall, Member Irvin, Member Van Haute, Member Waddell**

(Copy of proposal made a part of the minutes.)

6. Employee Benefits - Action on Life Insurance

Chairman Brown reviewed the Life Insurance options. The Guardian option also offers a voluntary term life for employees and their families.

**Motion to accept the Guardian proposal.**

**Motion made by Member Hall, Seconded by Member Van Haute.**

**Voting Yea: Chairman Brown, Member Hall, Member Irvin, Member Van Haute, Member Waddell**

(Copy of proposals made a part of the minutes.)

7. Discussion of Additional Employee Benefits

The board did not wish to add any additional employee benefits at this time. No action was taken.

**Old Business**

8. Discussion and possible action on meeting dates

Chairman Brown advised that he has a personal conflict with the third Mondays of the month and would like to move the meetings to the second or fourth Monday.

**Motion to change the meetings of the Sinclair Water Authority to the second Monday of every other month, beginning with the July 2020 meeting.**

**Motion made by Member Waddell, Seconded by Member Irvin.**

**Voting Yea: Chairman Brown, Member Hall, Member Irvin, Member Van Haute, Member Waddell**

(Copy of revised meeting calendar made a part of the minutes.)

**Reports II**

9. Plant Production Reports

Plant Production reports are in the meeting package to review. No action was taken.

10. Financial Reports

Financial reports are in the meeting package to review, and depreciation and amortization items were discussed. No action was taken.

**Closing**

11. Next Meeting - July 20, 2020

The next meeting is scheduled for July 13, 2020 at 5:00 p.m.

12. Adjournment

Member Van Haute announced that her term has ended, and this is her last meeting. She added that she has enjoyed working with everyone. The board members thanked her for the time and efforts she devoted to SWA.

Member Irvin requested a meeting with Plant Manager Witcher along with a tour of the plant and its operations. He was advised that it could be arranged and to call and make an appointment at his convenience.

**Motion to adjourn the meeting.**

**Motion made by Member Irvin, Seconded by Member Hall.**

**Voting Yea: Chairman Brown, Member Hall, Member Irvin, Member Van Haute, Member Waddell**

Meeting adjourned at approximately 5:35 p.m.

ATTEST:

Lynn Butterworth  
Clerk

Robert Brown  
Chairman

**File Attachments for Item:**

4. Manager's Report

a. DBP Update

b. Alum Sludge - Discussion

c. Algae Treatment

# Sinclair Water Authority

## Manager's Report

July 13, 2020

# Plant Manager's Report

July 13, 2020

## Project Update:

## DBP Improvements:

- Progress Update :  
Demolition of the old bulk storage tanks is complete. SWA staff accomplished by purchasing a pole type chainsaw and cutting the tanks into small pieces in place. The tanks were then placed in a rented dumpster and hauled to the landfill.



# Plant Manager's Report

July 13, 2020



- Next step is the demo of the concrete containment walls. SWA management is evaluating the option of renting equipment to perform this task in house v/s contracting the job. SWA has a price of \$2510.00 to perform the job but may be able to get it done faster in house. Lead time with the contractor will be the main deciding factor.

# Plant Manager's Report

July 13, 2020

## COVID 19 update:

Due to the upswing in Covid cases in the area, SWA sent out a notice to personnel to remind everyone of the safe practices that are in place.

## Alum Sludge:

In the 2020 Budget, the Alum Sludge line was lowered to \$11,000, with the understanding of the Board that the line would go up again in 2021 to at least the former amount of \$32,400. Cost for tipping fees and trucking are increasing each year and will likely increase substantially in the coming years. SWA management has reason to believe that our current tipping fees of \$52/ton will shortly increase to the range of \$100/ton as other facilities are already paying those prices. SWA management believes sludge management needs a comprehensive look and possible investments to ensure we are drying it to the greatest extent possible prior to shipment. Equipment and space are the current choke points for this process. There are mechanical options for drying but those require substantial capital investments in the onset and are expensive to maintain. SWA should consider investing in some equipment and possibly some site improvements to allow for better drying practices. Outside engineering may offer some new ideas.

As for the budget line item for 2020 we will exceed the \$11,000 as expected and use the reserve monies as was planned when the 2020 budget was approved. SWA will likely spend in the range of \$40,000 to remove the sludge this year. SWA management expects a letter from the Landfill in September raising the Tipping Fees again so we will try to move as much as possible prior to that. Remember this process is very weather dependent.

SWA staff has made some attempts to improve the current drying process practices. Below is a picture of a floating dock we made to allow us greater control of the water level in the Lagoons.

# Plant Manager's Report

July 13, 2020



Floating Dock for Lagoons. Can be moved from one to the other.

SWA management is trying an experiment in composting the sludge. The hope would be that the final product would be environmentally safe to land apply and have some soil amendment properties so that it could be given away to interested parties. One problem will likely be the Aluminum levels of the final product. It will take some time to determine the outcome.



# Plant Manager's Report

July 13, 2020

## Algae Treatment:

SWA is currently treating Algae in the cove around the intake. SWA management is aware of one Blue/Green Algae bloom that was posted on Face Book last week. There will likely be many this summer as the water heats and the sun becomes more intense. SWA began Carbon feed the last week of June 2020 in order to augment any taste and odor issues caused by Algae.



**File Attachments for Item:**

6. Budget Calendar - Action

## 2021 Budget Calendar

- Approval of Calendar and Appointed Committee  
Due: **July 13**
- Committee Meeting  
On: **September 7, 14 & 21 as needed**
- Projected Usage from Counties  
Due: **October 1**
- Proposed Budget emailed to SWA Board for Review  
Due: **October 9**  
**(questions/concerns due by Oct. 23)**
- Final Budget Presented to Board  
Due: **November 9 Board Meeting**
- Send Approved Budget to Counties  
Due: **December 1**

**File Attachments for Item:**

7. GEFA Loan Deferral Modification - Action



Brian P. Kemp    Kevin Clark  
Governor            Executive Director

June 15, 2020

**Ms. Linda Zarkowsky**  
**Finance Officer**  
**Sinclair Water Authority**  
**126 Kay Dr SE**  
**Milledgeville, GA 31061**

RE: Deferral Modification for **DW14003**

Dear Ms. Zarkowsky:

Enclosed are the modification documents regarding the **DW14003** loan agreement with the Georgia Environmental Finance Authority (GEFA) and the **Sinclair Water Authority**. GEFA is pleased to provide you the following enclosed materials:

- 1) Two originals of the Modification of Promissory Note;
  - a. Exhibit A – Resolution of Governing Body
  - b. Exhibit B – Opinion of Borrower’s Counsel

In order to execute these modification documents in a timely manner, please read the following instructions:

MODIFICATION OF PROMISSORY NOTE

Enclosed are two original modification agreements. Each copy is an original counterpart and each must be executed. Please have the appropriate official sign each document and the appropriate person attest the signature. Once signed, return **TWO** modification agreements along with the other documents to GEFA so that they may be executed. We will then return your counterpart to you.

EXHIBIT A – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents and any and all other documents related to the loan. This resolution must be submitted with the signed modification documents.

EXHIBIT B – OPINION OF BORROWER'S COUNSEL

Exhibit B is a letter that must be prepared by your local government’s attorney. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower’s counsel. On page 4 of the modification, the borrower’s counsel must also sign where indicated that the modification is “Approved as to form.”



When all documents have been completed, please return them to GEFA. Please call 404-584-1000 if we can be of further assistance to you.

Sincerely,

A handwritten signature in black ink that reads "Kevin Clark". The signature is written in a cursive style with a large, prominent "K" and "C".

Kevin Clark

Enclosures

Loan/Project No. DW14003

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**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**  
(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as Lender

and

**SINCLAIR WATER AUTHORITY**  
(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

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**MODIFICATION OF PROMISSORY NOTE**

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## MODIFICATION OF PROMISSORY NOTE

**THIS MODIFICATION OF PROMISSORY NOTE** (this "**Modification**") is made as of **JULY 1, 2020**, by and between **SINCLAIR WATER AUTHORITY** a Georgia public body corporate and politic (the "**Borrower**"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**").

### Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **DW14003**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **DW14003**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Note in certain respects in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

### Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "**Interest-Free Period**") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "**Payment-Free Period**").

Monthly payments of principal of and interest on this Note shall commence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

2. **No Other Waivers or Amendments.** Except for the amendments expressly set forth and referred to in Section 1 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note or the Loan Agreement.

3. **Representations and Warranties.** To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

5. **Counterparts.** This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

[Signatures and Seals To Follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof.

**SINCLAIR WATER AUTHORITY**

Signature: \_\_\_\_\_

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

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

Approved as to Form:

(SEAL)

Attest Signature: \_\_\_\_\_

\_\_\_\_\_  
Borrower's Attorney

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

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

**GEORGIA ENVIRONMENTAL  
FINANCE AUTHORITY**

Signature: \_\_\_\_\_

Kevin Clark  
Executive Director

(SEAL)

EXHIBIT A

EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY

Recipient: SINCLAIR WATER AUTHORITY  
Loan Number: DW14003

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the \_\_\_\_ day of \_\_\_\_\_ 2020, the following resolution was introduced and adopted.

**WHEREAS**, the Borrower has borrowed \$1,276,101.00 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **DW14003** (the "Loan Agreement"), between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **DW14003** (the "Note"), of the Borrower; and

**WHEREAS**, the Borrower and the Lender have determined to amend and modify the Note, pursuant to the terms of a Modification of Promissory Note (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

\_\_\_\_\_  
(Name of Person to Execute Documents)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Person to Attest Documents)

\_\_\_\_\_  
(Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary/Clerk

(SEAL)

**EXHIBIT B**

**H|B|S** HALL BOOTH SMITH, P.C.  
ATTORNEYS AT LAW

Christian Henry  
Phone: (706) 316-0231  
cherry@hallboothsmith.com

440 College Avenue North  
Suite 120  
Athens, GA 30601-2773

www.hallboothsmith.com

July 13, 2020

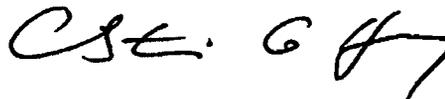
Georgia Environmental Finance Authority  
233 Peachtree Street, N.E.  
Harris Tower, Suite 900  
Atlanta, GA 30303

Re: Deferral Modification of GEFA loan  
DW10022

Dear Ladies and Gentlemen:

A legal opinion of Maddox, Nix, Bowman & Zoekler PC was delivered to you, dated September 7, 2012 (the "**Closing Opinion**"), relating to the Loan Agreement, numbered Loan No. **DW10022** (the "Loan Agreement"), between **SINCLAIR WATER AUTHORITY** (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**"), and the Promissory Note, numbered Loan No. DW10022 (the "Note"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **JULY 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very Truly Yours,



Christian G. Henry

cc: Christina Patterson, Sinclair Water Authority

ATHENS, GA



**Brian P. Kemp**    **Kevin Clark**  
Governor            Executive Director

June 15, 2020

**Ms. Linda Zarkowsky**  
**Finance Officer**  
**Sinclair Water Authority**  
**126 Kay Dr SE**  
**Milledgeville, GA 31061**

RE: Deferral Modification for **DW10022**

Dear Ms. Zarkowsky:

Enclosed are the modification documents regarding the **DW10022** loan agreement with the Georgia Environmental Finance Authority (GEFA) and the **Sinclair Water Authority**. GEFA is pleased to provide you the following enclosed materials:

- 1) Two originals of the Modification of Promissory Note;
  - a. Exhibit A – Resolution of Governing Body
  - b. Exhibit B – Opinion of Borrower’s Counsel

In order to execute these modification documents in a timely manner, please read the following instructions:

MODIFICATION OF PROMISSORY NOTE

Enclosed are two original modification agreements. Each copy is an original counterpart and each must be executed. Please have the appropriate official sign each document and the appropriate person attest the signature. Once signed, return **TWO** modification agreements along with the other documents to GEFA so that they may be executed. We will then return your counterpart to you.

EXHIBIT A – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents and any and all other documents related to the loan. This resolution must be submitted with the signed modification documents.

EXHIBIT B – OPINION OF BORROWER'S COUNSEL

Exhibit B is a letter that must be prepared by your local government’s attorney. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower’s counsel. On page 4 of the modification, the borrower’s counsel must also sign where indicated that the modification is “Approved as to form.”



When all documents have been completed, please return them to GEFA. Please call 404-584-1000 if we can be of further assistance to you.

Sincerely,

A handwritten signature in black ink that reads "Kevin Clark". The signature is written in a cursive style with a large initial 'K' and a distinct 'C'.

Kevin Clark

Enclosures

Loan/Project No. DW10022

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**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**  
(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as Lender

and

**SINCLAIR WATER AUTHORITY**  
(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

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**MODIFICATION OF PROMISSORY NOTE**

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## MODIFICATION OF PROMISSORY NOTE

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### Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **DW10022**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **DW10022**, as amended prior to the date hereof (as so amended, the "**Note**").

B. The Lender and the Borrower desire to modify the Note in certain respects in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

### Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "**Interest-Free Period**") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "**Payment-Free Period**").

Monthly payments of principal of and interest on this Note shall recommence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

2. **No Other Waivers or Amendments.** Except for the amendments expressly set forth and referred to in Section 1 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note or the Loan Agreement.

3. **Representations and Warranties.** To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

5. **Counterparts.** This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

[Signatures and Seals To Follow]

**EXHIBIT B**

**H|B|S** HALL BOOTH SMITH, P.C.  
ATTORNEYS AT LAW

Christian Henry  
Phone: (706) 316-0231  
chenry@hallboothsmith.com

440 College Avenue North  
Suite 120  
Athens, GA 30601-2773

www.hallboothsmith.com

July 13, 2020

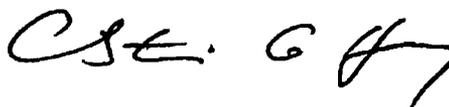
Georgia Environmental Finance Authority  
233 Peachtree Street, N.E.  
Harris Tower, Suite 900  
Atlanta, GA 30303

Re: Deferral Modification of GEFA loan  
DW14003

Dear Ladies and Gentlemen:

A legal opinion of Maddox, Nix, Bowman & Zoekler PC was delivered to you, dated September 25, 2014 (the "**Closing Opinion**"), relating to the Loan Agreement, numbered Loan No. **DW14003** (the "Loan Agreement"), between **SINCLAIR WATER AUTHORITY** (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**"), and the Promissory Note, numbered Loan No. DW14003 (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **JULY 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very Truly Yours,



Christian G. Henry

cc: Christina Patterson, Sinclair Water Authority

ATHENS, GA

**IN WITNESS WHEREOF**, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof.

**SINCLAIR WATER AUTHORITY**

Signature: \_\_\_\_\_

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

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

Approved as to Form:

(SEAL)

Attest Signature: \_\_\_\_\_

\_\_\_\_\_  
Borrower's Attorney

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

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

**GEORGIA ENVIRONMENTAL  
FINANCE AUTHORITY**

Signature: \_\_\_\_\_

Kevin Clark  
Executive Director

(SEAL)

EXHIBIT A

EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY

Recipient: SINCLAIR WATER AUTHORITY  
Loan Number: DW10022

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the \_\_\_\_ day of \_\_\_\_\_ 2020, the following resolution was introduced and adopted.

**WHEREAS**, the Borrower has borrowed \$165,000.00 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **DW10022** (the "Loan Agreement"), between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **DW10022** (the "Note"), of the Borrower; and

**WHEREAS**, the Borrower and the Lender have determined to amend and modify the Note, pursuant to the terms of a Modification of Promissory Note (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

\_\_\_\_\_  
(Name of Person to Execute Documents)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Person to Attest Documents)

\_\_\_\_\_  
(Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: \_\_\_\_\_, 2020.

\_\_\_\_\_  
Secretary/Clerk

(SEAL)

**File Attachments for Item:**

8. Plant Production Reports

# Sinclair Water Authority

## Plant Production Report

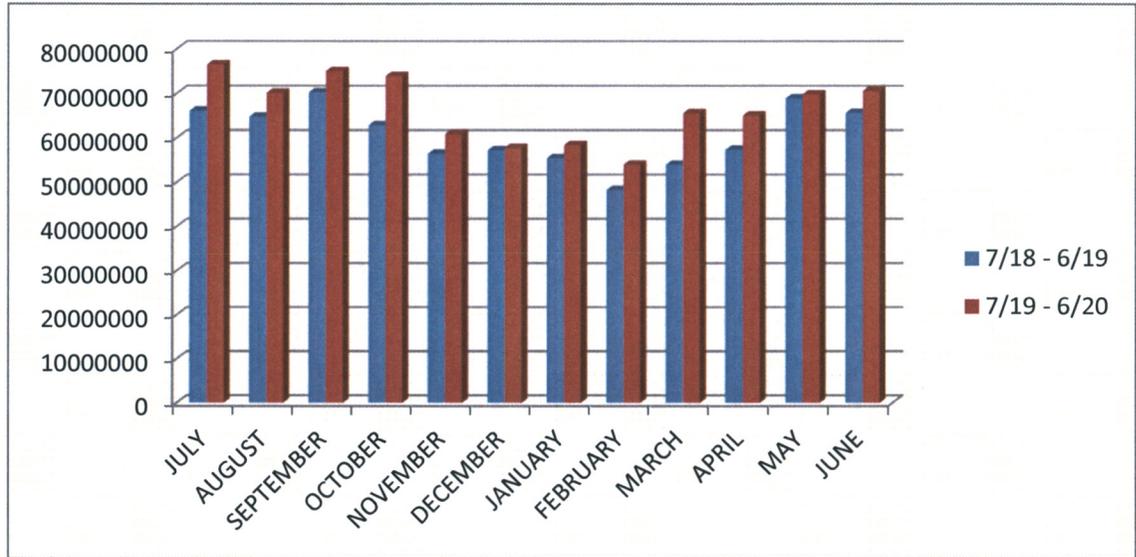
July 13, 2020

# Flows Monthly Report

Date	Time	Raw	Permeate	Lagoon	Putnam	Baldwin	Choby's	Total Dist
2020-06-01	23:59:59	4,963,156	4,262,738	324,258	1,158,316	3,010,282		4,168,598
2020-06-02	23:59:59	4,558,305	3,937,605	287,968	968,652	3,047,594		4,016,246
2020-06-03	23:59:59	4,278,114	3,679,173	284,856	1,135,528	2,432,326		3,567,854
2020-06-04	23:59:59	3,998,856	3,424,729	273,201	978,716	2,287,605		3,266,321
2020-06-05	23:59:59	3,673,475	3,129,567	288,203	1,085,007	2,050,475		3,135,482
2020-06-06	23:59:59	3,922,216	3,356,015	301,163	990,561	2,152,521		3,143,082
2020-06-07	23:59:59	4,008,263	3,419,909	298,646	1,226,915	2,355,790		3,582,705
2020-06-08	23:59:59	3,899,609	3,351,196	296,345	1,095,920	2,191,828		3,287,748
2020-06-09	23:59:59	3,817,257	3,264,898	275,504	1,078,118	2,224,655		3,302,773
2020-06-10	23:59:59	3,625,959	3,113,569	262,196	764,328	2,123,612		2,887,940
2020-06-11	23:59:59	4,083,290	3,482,542	291,643	1,392,246	2,203,612		3,595,858
2020-06-12	23:59:59	4,078,141	3,512,652	274,652	1,034,567	2,296,886		3,331,453
2020-06-13	23:59:59	4,098,394	3,525,612	267,440	966,077	2,487,725		3,453,802
2020-06-14	23:59:59	4,335,517	3,704,946	310,208	1,229,818	2,500,165		3,729,983
2020-06-15	23:59:59	4,108,300	3,542,180	253,398	956,622	2,446,042		3,402,664
2020-06-16	23:59:59	3,850,457	3,320,825	238,159	1,073,044	2,296,421		3,369,465
2020-06-17	23:59:59	4,016,555	3,463,731	258,506	1,104,790	2,363,817		3,468,607
2020-06-18	23:59:59	4,232,292	3,651,622	263,063	1,046,225	2,412,118		3,458,343
2020-06-19	23:59:59	4,292,613	3,681,194	277,715	1,095,086	2,329,629		3,424,715
2020-06-20	23:59:59	4,409,771	3,781,690	300,758	1,253,953	2,636,211		3,890,164
2020-06-21	23:59:59	4,481,813	3,794,123	347,076	1,162,258	2,444,308		3,606,566
2020-06-22	23:59:59	3,826,918	3,318,443	231,892	1,156,239	2,400,100		3,556,339
2020-06-23	23:59:59	4,071,408	3,522,041	253,864	1,023,787	2,213,319		3,237,106
2020-06-24	23:59:59	3,952,997	3,402,561	263,301	1,106,957	2,201,181		3,308,138
2020-06-25	23:59:59	3,742,276	3,182,963	287,211	1,127,150	2,155,858		3,283,008
2020-06-26	23:59:59	3,946,165	3,378,119	271,249	998,068	2,156,068		3,154,136
2020-06-27	23:59:59	4,031,416	3,462,668	255,964	1,116,107	2,347,241		3,463,348
2020-06-28	23:59:59	4,161,861	3,601,621	254,197	1,205,864	2,489,326		3,695,190
2020-06-29	23:59:59	4,108,115	3,568,086	226,290	1,172,376	2,347,880		3,520,256
2020-06-30	23:59:59	4,618,968	3,628,113	618,093	1,035,275	2,305,849		3,341,124
<b>TOTAL:</b>		123,192,477	105,465,131	8,637,019	32,738,570	70,910,444		103,649,014
<b>MIN:</b>		3,625,959	3,113,569	226,290	764,328	2,050,475		2,887,940
<b>MAX:</b>		4,963,156	4,262,738	618,093	1,392,246	3,047,594		4,168,598
<b>AVG:</b>		4,106,416	3,515,504	287,901	1,091,286	2,363,681		3,454,967
<b>COUNT:</b>		30	30	30	30	30	0	30

### MONTHLY BILLABLE GALLONS FOR BALDWIN COUNTY July 2018 Thru June 2020

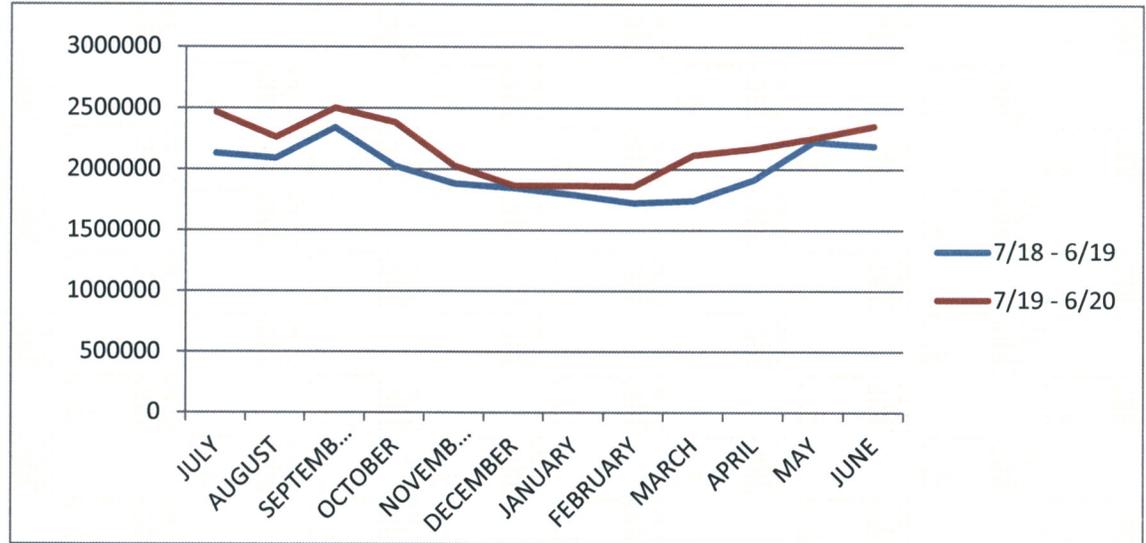
	<b>GALLONS 7/18 - 6/19</b>	<b>GALLONS 7/19 - 6/20</b>
JULY	66078070	76455716
AUGUST	64780410	70112600
SEPTEMBER	70235670	75008158
OCTOBER	62831610	73905735
NOVEMBER	56454782	60834801
DECEMBER	57218316	57773211
JANUARY	55462219	58385430
FEBRUARY	48265800	53967113
MARCH	53973721	65541932
APRIL	57353719	65051465
MAY	68890222	69800065
JUNE	65651546	70541369



## MONTHLY FLOW RATES FOR BALDWIN COUNTY

### July 2018 Thru June 2020

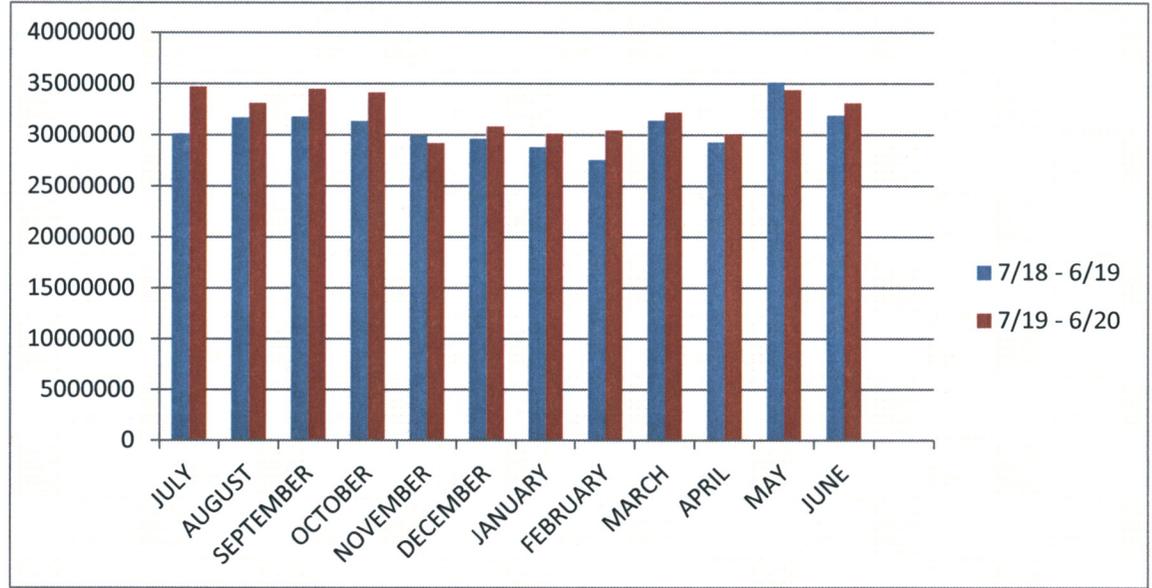
	FLOWRATES* 7/18 - 6/19	FLOWRATES* 7/19 - 6/20
JULY	2131550	2466313
AUGUST	2089690	2261696
SEPTEMBER	2341189	2500271
OCTOBER	2026826	2384055
NOVEMBER	1881826	2027826
DECEMBER	1845752	1863651
JANUARY	1789103	1864968
FEBRUARY	1723778	1860934
MARCH	1741087	2114255
APRIL	1911790	2168382
MAY	2222265	2251615
JUNE	2188384	2351378



\*These figures are the average daily flow each month for Baldwin County  
 These figures are based on the billable gallons for each month

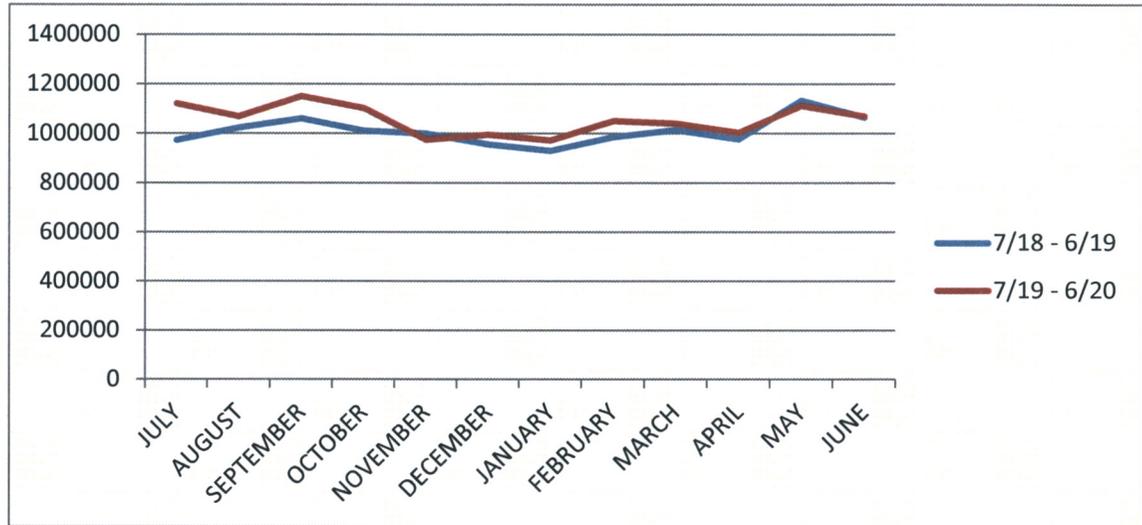
### MONTHLY BILLABLE GALLONS FOR PUTNAM COUNTY July 2018 Thru June 2020

	<b>GALLONS 7/18 - 6/19</b>	<b>GALLONS 7/19 - 6/20</b>
JULY	30133017	34706334
AUGUST	31704699	33107378
SEPTEMBER	31778869	34482094
OCTOBER	31347172	34127326
NOVEMBER	29970026	29207270
DECEMBER	29621963	30826625
JANUARY	28818273	30123750
FEBRUARY	27584062	30434759
MARCH	31407865	32214416
APRIL	29285798	30061246
MAY	35124586	34404415
JUNE	31923228	33107645



### MONTHLY FLOW RATES FOR PUTNAM COUNTY July 2018 Thru June 2020

	FLOWRATES* 7/18 - 6/19	FLOWRATES* 7/19 - 6/20
JULY	972032	1119559
AUGUST	1022732	1067979
SEPTEMBER	1059295	1149403
OCTOBER	1011199	1100881
NOVEMBER	999000	973575
DECEMBER	955547	994407
JANUARY	929621	971733
FEBRUARY	985145	1049474
MARCH	1013156	1039174
APRIL	976193	1002041
MAY	1133051	1109819
JUNE	1064107	1067988



\*These figures are the average daily flow each month for Putnam County  
These figures are based on the billable gallons for each month

## JUNE 2020 Flows

<u>Baldwin Gallons Usage</u>		<u>Baldwin Usage Info</u>	
Baldwin Main Meter	70,910,444	Baldwin Usage	70,541,369
Average of South Putnam Meters	369,075	Baldwin JUNE Projected Usage	65,526,000
		Baldwin Excess Usage %	7%
		Baldwin % of Total Usage	68%
<b>BALDWIN GALLONS USED</b>	<b>70,541,369</b>	JULY Projected Usage	68,617,000

<u>Putnam Gallons Usage</u>		<u>Putnam Usage Info</u>	
Putnam Main Meter	32,738,570	Putnam Usage	33,107,645
Average of South Putnam Meters	369,075	Putnam JUNE Projected Usage	32,640,000
		Putnam Excess Usage %	1%
		Putnam % of Total Usage	32%
<b>PUTNAM GALLONS USED</b>	<b>33,107,645</b>	JULY Projected Usage	35,218,000

Total of Gallons	103,649,014
Baldwin	68%
Putnam	32%
Total of Gallons	100%

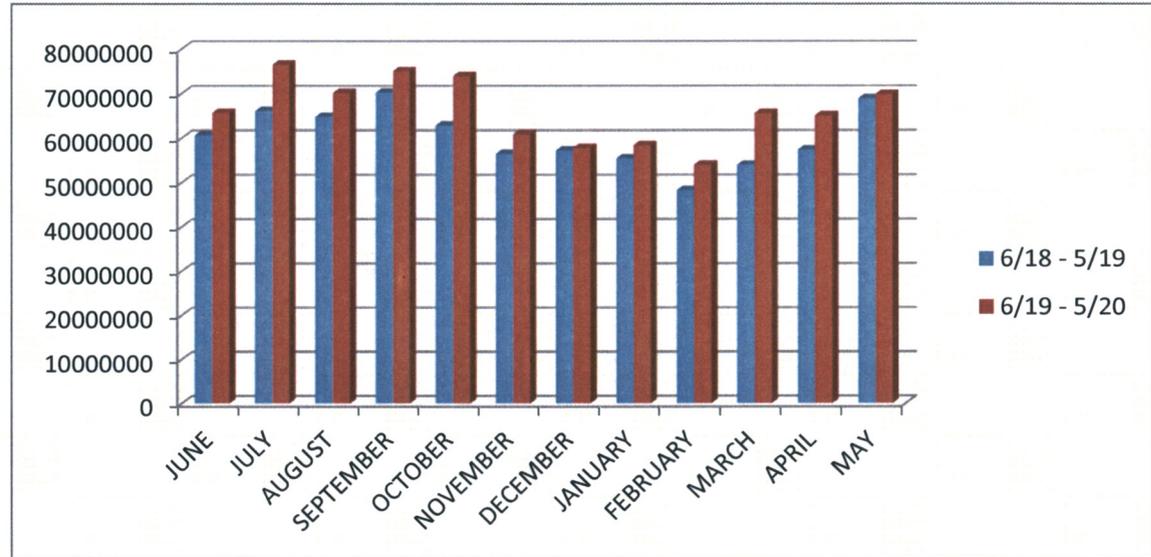
# Flows Monthly Report

Date	Time	Raw	Permeate	Lagoon	Putnam	Baldwin	Choby's	Total Dist
J-05-01	23:59:59	3,604,453	3,144,096	211,112	1,088,617	1,967,809		3,056,426
2020-05-02	23:59:59	3,726,329	3,253,333	336,612	1,019,171	2,267,007		3,286,178
2020-05-03	23:59:59	3,915,212	3,419,902	232,886	1,002,130	2,243,533		3,245,663
2020-05-04	23:59:59	4,267,754	3,294,913	640,641	1,237,585	2,223,843		3,461,428
2020-05-05	23:59:59	4,563,836	3,431,156	724,136	1,175,463	2,142,043		3,317,506
2020-05-06	23:59:59	3,938,319	3,352,164	823,156	954,460	2,121,154		3,075,614
2020-05-07	23:59:59	3,791,329	3,212,323	264,692	1,045,347	2,148,314		3,193,661
2020-05-08	23:59:59	3,728,694	3,163,050	428,649	1,018,217	2,092,760		3,110,977
2020-05-09	23:59:59	3,946,904	3,362,821	494,546	977,746	2,239,592		3,217,338
2020-05-10	23:59:59	4,084,392	3,312,419	491,421	1,154,573	2,177,914		3,332,487
2020-05-11	23:59:59	4,155,244	3,568,203	276,317	1,063,957	2,407,745		3,471,702
2020-05-12	23:59:59	3,920,266	3,340,838	259,104	1,216,937	2,231,260		3,448,197
2020-05-13	23:59:59	4,119,598	3,516,980	352,336	1,042,407	2,331,224		3,373,631
2020-05-14	23:59:59	4,232,766	3,624,277	283,621	1,177,798	2,379,064		3,556,862
2020-05-15	23:59:59	4,166,732	3,578,538	233,089	1,059,926	2,537,413		3,597,339
2020-05-16	23:59:59	4,873,175	4,193,231	314,322	1,344,553	2,465,708		3,810,261
2020-05-17	23:59:59	4,158,903	3,557,981	275,808	1,105,170	2,520,355		3,625,525
2020-05-18	23:59:59	3,900,213	3,301,447	292,898	1,107,658	2,236,836		3,344,494
2020-05-19	23:59:59	3,854,704	3,277,510	277,126	972,873	2,083,414		3,056,287
2020-05-20	23:59:59	3,796,830	3,238,712	270,388	1,267,456	2,024,286		3,291,742
2020-05-21	23:59:59	4,013,525	3,441,663	271,745	1,075,409	2,222,680		3,298,089
2020-05-22	23:59:59	3,981,510	3,407,179	268,363	1,228,371	2,180,115		3,408,486
2020-05-23	23:59:59	4,397,129	3,788,210	271,112	1,330,097	2,391,063		3,721,160
2020-05-24	23:59:59	4,677,526	4,000,945	307,730	1,289,156	2,631,547		3,920,703
2020-05-25	23:59:59	3,999,510	3,411,133	287,979	1,040,898	2,412,250		3,453,148
2020-05-26	23:59:59	4,180,587	3,560,043	313,835	942,767	2,359,866		3,302,633
2020-05-27	23:59:59	3,598,542	2,957,873	345,783	1,040,426	2,056,075		3,096,501
2020-05-28	23:59:59	3,544,476	3,020,668	258,630	899,768	2,031,067		2,930,835
2020-05-29	23:59:59	3,703,001	3,162,661	262,724	1,104,696	2,161,842		3,266,538
2020-05-30	23:59:59	4,105,459	3,519,340	279,565	1,004,070	2,422,022		3,426,092
2020-05-31	23:59:59	4,175,523	3,580,571	271,682	1,047,638	2,459,339		3,506,977

<b>TOTAL:</b>	<b>125,122,441</b>	<b>105,994,180</b>	<b>10,622,008</b>	<b>34,035,340</b>	<b>70,169,140</b>	<b>104,204,480</b>
<b>MIN:</b>	3,544,476	2,957,873	211,112	899,768	1,967,809	2,930,835
<b>MAX:</b>	4,873,175	4,193,231	823,156	1,344,553	2,631,547	3,920,703
<b>AVG:</b>	4,036,208	3,419,167	342,645	1,097,914	2,263,521	3,361,435
<b>COUNT:</b>	31	31	31	31	31	0

### MONTHLY BILLABLE GALLONS FOR BALDWIN COUNTY June 2018 Thru May 2020

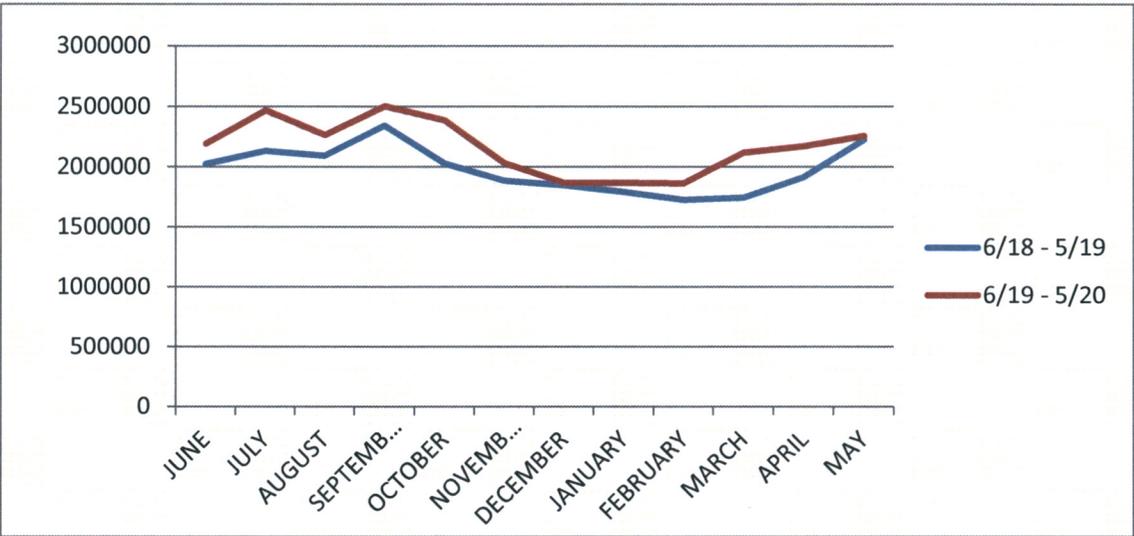
	GALLONS 6/18 - 5/19	GALLONS 6/19 - 5/20
JUNE	60653130	65651546
JULY	66078070	76455716
AUGUST	64780410	70112600
SEPTEMBER	70235670	75008158
OCTOBER	62831610	73905735
NOVEMBER	56454782	60834801
DECEMBER	57218316	57773211
JANUARY	55462219	58385430
FEBRUARY	48265800	53967113
MARCH	53973721	65541932
APRIL	57353719	65051465
MAY	68890222	69800065



## MONTHLY FLOW RATES FOR BALDWIN COUNTY

### June 2018 Thru May 2020

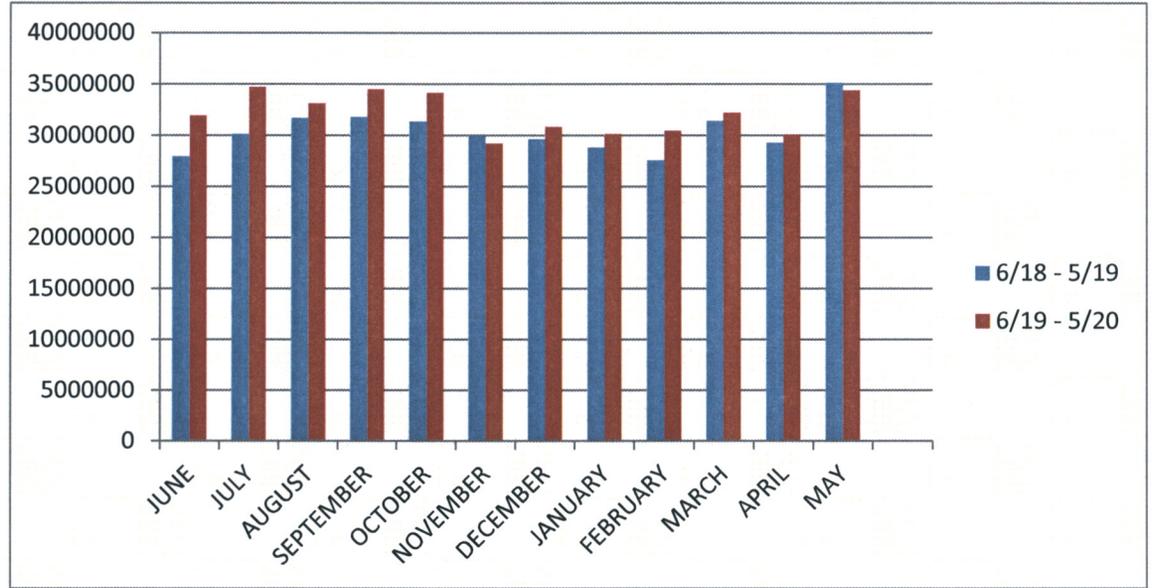
	FLOWRATES* 6/18 - 5/19	FLOWRATES* 6/19 - 5/20
JUNE	2021771	2188384
JULY	2131550	2466313
AUGUST	2089690	2261696
SEPTEMBER	2341189	2500271
OCTOBER	2026826	2384055
NOVEMBER	1881826	2027826
DECEMBER	1845752	1863651
JANUARY	1789103	1864968
FEBRUARY	1723778	1860934
MARCH	1741087	2114255
APRIL	1911790	2168382
MAY	2222265	2251615



\*These figures are the average daily flow each month for Baldwin County  
 These figures are based on the billable gallons for each month

### MONTHLY BILLABLE GALLONS FOR PUTNAM COUNTY June 2018 Thru May 2020

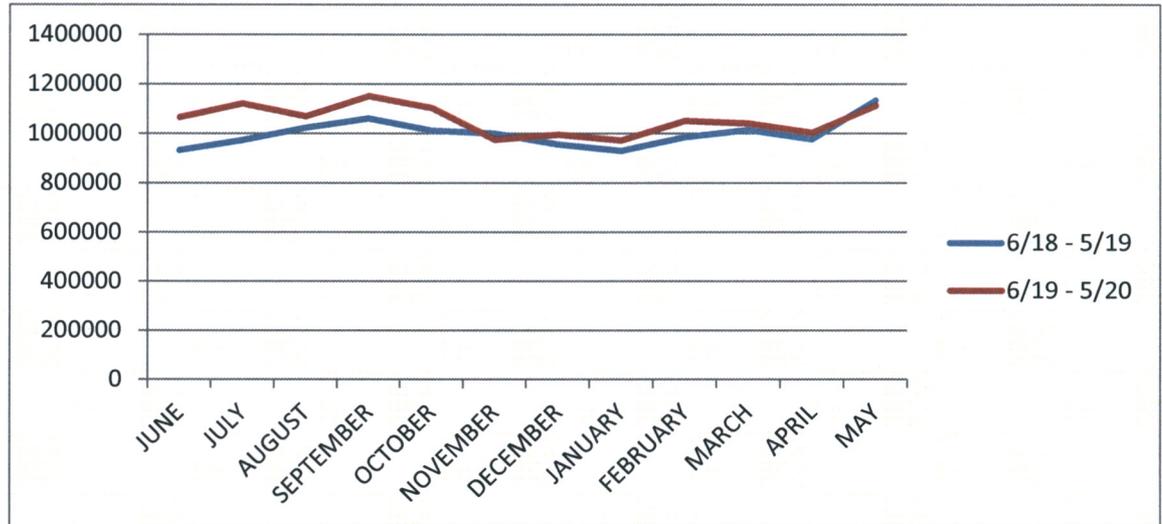
	<b>GALLONS 6/18 - 5/19</b>	<b>GALLONS 6/19 - 5/20</b>
JUNE	27956573	31923228
JULY	30133017	34706334
AUGUST	31704699	33107378
SEPTEMBER	31778869	34482094
OCTOBER	31347172	34127326
NOVEMBER	29970026	29207270
DECEMBER	29621963	30826625
JANUARY	28818273	30123750
FEBRUARY	27584062	30434759
MARCH	31407865	32214416
APRIL	29285798	30061246
MAY	35124586	34404415



## MONTHLY FLOW RATES FOR PUTNAM COUNTY

### June 2018 Thru May 2020

	FLOWRATES* 6/18 - 5/19	FLOWRATES* 6/19 - 5/20
JUNE	931885	1064107
JULY	972032	1119559
AUGUST	1022732	1067979
SEPTEMBER	1059295	1149403
OCTOBER	1011199	1100881
NOVEMBER	999000	973575
DECEMBER	955547	994407
JANUARY	929621	971733
FEBRUARY	985145	1049474
MARCH	1013156	1039174
APRIL	976193	1002041
MAY	1133051	1109819



\*These figures are the average daily flow each month for Putnam County  
 These figures are based on the billable gallons for each month

**May 2020 Flows**

**Baldwin Gallons Usage**

Baldwin Main Meter	70,169,140
Average of South Putnam Meters	369,075
<b>BALDWIN GALLONS USED</b>	<b>69,800,065</b>

**Baldwin Usage Info**

Baldwin Usage	69,800,065
Baldwin May Projected Usage	66,390,000
Baldwin Excess Usage %	5%
Baldwin % of Total Usage	67%
JUNE Projected Usage	65,526,000

**Putnam Gallons Usage**

Putnam Main Meter	34,035,340
Average of South Putnam Meters	369,075
<b>PUTNAM GALLONS USED</b>	<b>34,404,415</b>

**Putnam Usage Info**

Putnam Usage	34,404,415
Putnam May Projected Usage	34,892,000
Putnam Excess Usage %	-1%
Putnam % of Total Usage	33%
JUNE Projected Usage	32,640,000

Total of Gallons	104,204,480
Baldwin	67%
Putnam	33%
Total of Gallons	100%

**File Attachments for Item:**

9. Financial Reports

# Sinclair Water Authority

## Financial Reports

July 13, 2020

Sinclair Water Authority

126 Cay Dr.  
Milledgeville, GA 31061

Invoice 49

Date	Invoice #
6/30/2020	294

Bill To
Baldwin County Board of Commissioners 121 N. Wilkinson St. Ate 314 Milledgeville, GA 31061

Description	Qty	Rate	Amount
Baldwin Monthly Water Sales		92,948.45	92,948.45
SWA Total Distribution -103,649,014 Baldwin Main Meter as of June 30, 2020 - 70,910,444 Average of South Putnam Meters - 369,075 Baldwin Gallons Used - 70,541,369 Baldwin June Projected Usage - 65,526,000 Baldwin Excess Usage - 7% Baldwin % of Total Usage - 68% Baldwin Julye Projections - 68,617,000			

	<b>Total</b>	\$92,948.45
--	--------------	-------------

Sinclair Water Authority

126 Cay Dr.  
Milledgeville, GA 31061

Date	Invoice #
6/30/2020	295

Bill To
Putnam Co. Board of Commissioners 117 Putnam Drive Suite A Eatonton, GA 31024

Description	Qty	Rate	Amount
Putnam Water Sales		76,048.74	76,048.74
SWA Total Distribution - 103,649,014			
Putnam Main Meter as of June 30, 2020 - 32,738,570			
South Putnam Meters average = 369,075			
Putnam Gallons Used - 33,107,645			
Putnam July Projected Usage - 35,218,000			
Putnam Excess Usage - 1%			
Putnam % of Total Usage - 32%			
Putnam July Projections - 35,218,000			

	<b>Total</b>	\$76,048.74
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Sinclair Water Authority

126 Cay Dr.  
Milledgeville, GA 31061

**Invoice** 51

Date	Invoice #
5/31/2020	292

Bill To
Baldwin County Board of Commissioners 121 N. Wilkinson St. Ate 314 Milledgeville, GA 31061

Description	Qty	Rate	Amount
Baldwin Monthly Water Sales		92,948.45	92,948.45
SWA Total Distribution - 104,204,480			
Baldwin Main Meter as of May 31, 2020 - 70,169,140			
Average of South Putnam Meters - 369,075			
Baldwin Gallons Used - 69,800,065			
Baldwin May Projected Usage - 66,390,000			
Baldwin Excess Usage - 5%			
Baldwin % of Total Usage - 67%			
Baldwin June Projections - 65,526,000			

	<b>Total</b>	\$92,948.45
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Sinclair Water Authority

126 Cay Dr.  
Milledgeville, GA 31061

Invoice 52

Date	Invoice #
5/31/2020	293

Bill To
Putnam Co. Board of Commissioners 117 Putnam Drive Suite A Eatonton, GA 31024

Description	Qty	Rate	Amount
Putnam Water Sales		76,048.74	76,048.74
SWA Total Distribution - 104,204,480			
Putnam Main Meter as of May 31, 2020 - 34,035,340			
South Putnam Meters average = 369,075			
Putnam Gallons Used - 34,404,415			
Putnam May Projected Usage - 34,892,000			
Putnam Excess Usage - (-1%)			
Putnam % of Total Usage - 33%			
Putnam June Projections - 32,640,000			

	<b>Total</b>	\$76,048.74
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**Sinclair Water Authority**  
**Balance Sheet**  
As of June 30, 2020

07/01/20

Accrual Basis

	Jun 30, 20
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
11.1100 · Cash	
11.1111 · Exchange Bank Operating	353,808.35
11.1112 · Exchange - Payroll	5,000.00
11.1120 · Exchange-USDA Reserve	159,772.51
11.1140 · CD - USDA Reserve	264,921.91
<b>Total 11.1100 · Cash</b>	783,502.77
11.1150 · Petty Cash	100.00
<b>Total Checking/Savings</b>	783,602.77
Accounts Receivable	
11.1900 · Accounts Receivable	168,997.19
<b>Total Accounts Receivable</b>	168,997.19
<b>Other Current Assets</b>	
11.3800 · Prepaid Assets	36,603.40
<b>Total Other Current Assets</b>	36,603.40
<b>Total Current Assets</b>	989,203.36
<b>Fixed Assets</b>	
11.7100 · Land & Row	76,763.35
11.7400 · Water Treatment Plant	18,828,423.46
11.7410 · Accum Depr-Buildings	-6,862,414.92
11.7500 · Machinery and Equipment	110,702.80
11.7510 · Accum Depr-Machinery & Equip	-77,336.64
11.7620 · CIP - Membrane Replacement	145,824.58
11.7630 · CIP-CL02 Project	36,415.28
<b>Total Fixed Assets</b>	12,258,377.91
<b>Other Assets</b>	
11.9000 · Deferred Outflows of Resources	
11.9300 · Defrred Outflw of Resrc-Pension	6,388.00
<b>Total 11.9000 · Deferred Outflows of Resources</b>	6,388.00
<b>Total Other Assets</b>	6,388.00
<b>TOTAL ASSETS</b>	<b>13,253,969.27</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
12.1110 · Accounts Payable	9,142.76
<b>Total Accounts Payable</b>	9,142.76
<b>Credit Cards</b>	
12.1122 · VISA	4,788.58
<b>Total Credit Cards</b>	4,788.58
<b>Other Current Liabilities</b>	
12.1190 · Accrued Payables	10,455.69

**Sinclair Water Authority**  
**Balance Sheet**  
 As of June 30, 2020

	Jun 30, 20
<b>12.1300 · Payroll Deductions Payable</b>	
12.1310 · BCBS-Dental	2,523.55
12.1312 · AFLAC	401.16
12.1315 · BCBS-Vision	190.50
12.1320 · Group Health Insurance	6,513.41
12.1330 · Social Security (FICA)	-0.03
12.1390 · 457 Plan Deductions	-35.74
	9,592.85
<b>Total 12.1300 · Payroll Deductions Payable</b>	<b>9,592.85</b>
<b>12.1400 · Emplr's part of E-ye Benefits</b>	
12.1420 · Group Health Insurance	2,999.11
	2,999.11
<b>Total 12.1400 · Emplr's part of E-ye Benefits</b>	<b>2,999.11</b>
<b>12.1435 · Compensated Absences Payable</b>	5,752.12
	28,799.77
<b>Total Other Current Liabilities</b>	<b>28,799.77</b>
<b>Total Current Liabilities</b>	<b>42,731.11</b>
<b>Long Term Liabilities</b>	
12.5265 · Net Pension Liability	-5,670.00
12.5300 · Notes Payable non-current	
12.5310 · USDA Loan	12,734,509.79
12.5320 · GEFA Loan Payable 2013	97,770.13
12.5330 · GEFA Loan Payable 2014	883,330.89
	13,715,610.81
<b>Total 12.5300 · Notes Payable non-current</b>	<b>13,715,610.81</b>
<b>12.9000 · Deferred Inflows of Resources</b>	
12.9300 · Deferd Inflows of Resrs-Pension	8,992.00
	8,992.00
<b>Total 12.9000 · Deferred Inflows of Resources</b>	<b>8,992.00</b>
<b>Total Long Term Liabilities</b>	<b>13,718,932.81</b>
<b>Total Liabilities</b>	<b>13,761,663.92</b>
<b>Equity</b>	
13.2400 · Contributed Capital-USDA	1,907,000.00
13.3700 · Retained Earnings	-2,383,139.66
13.3790 · Prior Period Adjustment	13,956.25
13.3791 · PPA-Change in Accounting Method	-46,757.57
13.3792 · PPA-Change in Acctg Principle	-114,216.00
Net Income	115,462.33
	-507,694.65
<b>Total Equity</b>	<b>-507,694.65</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>13,253,969.27</b>

**Sinclair Water Authority**  
**Profit & Loss Budget Performance 2020**  
 January through June 2020

Accrual Basis

	<u>Jan - Jun 20</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>34.4200 · Water sales</b>				
34.4210 · Water sales - Baldwin	546,967.37	543,625.44	100.62%	1,087,250.88
34.4220 · Water sales - Putnam	461,602.33	467,650.98	98.71%	935,301.96
<b>Total 34.4200 · Water sales</b>	<u>1,008,569.70</u>	<u>1,011,276.42</u>	<u>99.73%</u>	<u>2,022,552.84</u>
36.1000 · Interest Earned	2,928.33	9,000.00	32.54%	18,000.00
<b>Total Income</b>	<u>1,011,498.03</u>	<u>1,020,276.42</u>	<u>99.14%</u>	<u>2,040,552.84</u>
<b>Gross Profit</b>	1,011,498.03	1,020,276.42	99.14%	2,040,552.84
<b>Expense</b>				
<b>51 · Pers Serv &amp; Benefits</b>				
<b>51.1000 · Salaries and wages</b>				
51.1100 · Salaries & Wages-Regular	161,706.58	159,686.48	101.27%	319,373.00
51.1400 · Salaries & Wages - Other	10,430.27	15,717.48	66.36%	31,435.00
<b>Total 51.1000 · Salaries and wages</b>	<u>172,136.85</u>	<u>175,403.96</u>	<u>98.14%</u>	<u>350,808.00</u>
<b>51.2000 · Employee Benefits</b>				
51.2100 · Group Health Insurance	37,705.16	36,499.98	103.3%	73,000.00
51.2120 · BCBS-Dental	2,389.63	1,504.98	158.78%	3,010.00
51.2130 · BCBS-Vision	218.83	208.98	104.71%	418.00
51.2200 · Social Security (FICA)	10,058.62	10,875.00	92.49%	21,750.00
51.2300 · Medicare	2,352.48	2,543.48	92.49%	5,087.00
51.2400 · Retirement Plan Base Contr	2,693.53	2,751.98	97.88%	5,504.00
51.2450 · Retirement Plan Match	4,040.66	4,128.00	97.88%	8,256.00
51.2460 · Pension Plan	0.00	3,249.98	0.0%	6,500.00
51.2700 · Workers' Compensation	-1,776.00	9,999.98	-17.76%	20,000.00
51.2900 · Group Life Insurance	887.61	1,650.00	53.8%	3,300.00
51.2950 · Other Employee Benefits	0.00	150.00	0.0%	300.00
<b>Total 51.2000 · Employee Benefits</b>	<u>58,570.52</u>	<u>73,562.36</u>	<u>79.62%</u>	<u>147,125.00</u>
<b>Total 51 · Pers Serv &amp; Benefits</b>	<u>230,707.37</u>	<u>248,966.32</u>	<u>92.67%</u>	<u>497,933.00</u>
<b>52 · Services</b>				
<b>52.1000 · Professional &amp; technical</b>				
<b>52.1200 · Professional services</b>				
52.1210 · Legal Fees	928.42	549.98	168.81%	1,100.00

	<u>Jan - Jun 20</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
52.1220 · Accounting Services	16,950.00	12,799.98	132.42%	25,600.00
<b>Total 52.1200 · Professional services</b>	<b>17,878.42</b>	<b>13,349.96</b>	<b>133.92%</b>	<b>26,700.00</b>
<b>52.1300 · Technical services</b>				
52.1310 · Engineering	2,450.00	3,750.00	65.33%	7,500.00
52.1320 · Computer Services	1,350.80	1,050.00	128.65%	2,100.00
52.1330 · Laboratory Testing	8,492.84	13,249.98	64.1%	26,500.00
52.1340 · Payroll Processing	1,235.13	1,299.98	95.01%	2,600.00
<b>Total 52.1300 · Technical services</b>	<b>13,528.77</b>	<b>19,349.96</b>	<b>69.92%</b>	<b>38,700.00</b>
<b>Total 52.1000 · Professional &amp; technical</b>	<b>31,407.19</b>	<b>32,699.92</b>	<b>96.05%</b>	<b>65,400.00</b>
<b>52.2000 · Property services</b>				
52.2150 · Alum Sludge Disposal	4,144.41	5,499.98	75.35%	11,000.00
52.2210 · Building Maintenance	19,283.00	9,999.98	192.83%	20,000.00
52.2220 · Equipment Maintenance	33,487.16	25,999.98	128.8%	52,000.00
52.2230 · Automobile Expense	286.58	499.98	57.32%	1,000.00
52.2700 · Membrane Maintenance Services	0.00	9,639.00	0.0%	19,278.00
<b>Total 52.2000 · Property services</b>	<b>57,201.15</b>	<b>51,638.92</b>	<b>110.77%</b>	<b>103,278.00</b>
<b>52.3000 · Other services</b>				
52.3100 · Insurance Expense	25,642.00	13,749.98	186.49%	27,500.00
52.3200 · Telephone (communications)	1,964.82	2,124.98	92.46%	4,250.00
52.3300 · Advertising	40.00	375.00	10.67%	750.00
52.3500 · Travel Expense	2,324.44	1,999.98	116.22%	4,000.00
52.3600 · Dues and fees	335.00	199.98	167.52%	400.00
52.3700 · Education Training	1,372.00	1,950.00	70.36%	3,900.00
52.3850 · Contract Labor	1,350.00	1,584.48	85.2%	3,169.00
<b>Total 52.3000 · Other services</b>	<b>33,028.26</b>	<b>21,984.40</b>	<b>150.24%</b>	<b>43,969.00</b>
<b>Total 52 · Services</b>	<b>121,636.60</b>	<b>106,323.24</b>	<b>114.4%</b>	<b>212,647.00</b>
<b>53 · Supplies</b>				
53.1100 · Office Supplies	2,338.90	2,499.98	93.56%	5,000.00
53.1135 · Chemicals	139,116.94	120,596.48	115.36%	241,193.00
53.1140 · Laboratory Supplies	10,193.75	10,500.00	97.08%	21,000.00
53.1150 · Safety Items	1,113.77	699.98	159.12%	1,400.00
53.1200 · Utilities / Energy	79,490.96	84,000.00	94.63%	168,000.00
53.1220 · Raw Water Withdrawal	0.00	24,999.98	0.0%	50,000.00
53.1270 · Gasoline	409.26	999.98	40.93%	2,000.00
53.1710 · Uniforms	299.96	612.48	48.98%	1,225.00
<b>Total 53 · Supplies</b>	<b>232,963.54</b>	<b>244,908.88</b>	<b>95.12%</b>	<b>489,818.00</b>

	<u>Jan - Jun 20</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
66700 · Professional Fees	0.00			
<b>Total Expense</b>	<u>585,307.51</u>	<u>600,198.44</u>	<u>97.52%</u>	<u>1,200,398.00</u>
<b>Net Ordinary Income</b>	<u>426,190.52</u>	<u>420,077.98</u>	<u>101.46%</u>	<u>840,154.84</u>
<b>Other Income/Expense</b>				
<b>Other Expense</b>				
56 · Depreciation & amortization				
56.1000 · Depreciation Expense	0.00			
56.1500 · Membrane Replacement Contract	0.00	60,750.00	0.0%	121,500.00
<b>Total 56 · Depreciation &amp; amortization</b>	<u>0.00</u>	<u>60,750.00</u>	<u>0.0%</u>	<u>121,500.00</u>
58 · Debt service				
58.1330 · GEFA Loan #1 Principal	0.00	3,150.00	0.0%	6,300.00
58.1340 · GEFA Loan #2 Principal	0.00	22,149.98	0.0%	44,300.00
58.2310 · GEFA Loan #1 Interest Expense	1,060.45	1,050.00	101.0%	2,100.00
58.2320 · GEFA Loan #2 Interest Expense	10,350.78	10,249.98	100.98%	20,500.00
58.2350 · Series 2019 Interest	299,316.96	322,727.48	92.75%	645,455.00
<b>Total 58 · Debt service</b>	<u>310,728.19</u>	<u>359,327.44</u>	<u>86.48%</u>	<u>718,655.00</u>
<b>Total Other Expense</b>	<u>310,728.19</u>	<u>420,077.44</u>	<u>73.97%</u>	<u>840,155.00</u>
<b>Net Other Income</b>	<u>-310,728.19</u>	<u>-420,077.44</u>	<u>73.97%</u>	<u>-840,155.00</u>
<b>Net Income</b>	<u>115,462.33</u>	<u>0.54</u>	<u>21,381,912.96%</u>	<u>-0.16</u>