

**WATER COMMITTEE**  
**AUGUST 13, 2014**  
**MINUTES**

**MEMBERS PRESENT:**

Pete Frisina, Chairman  
James K “Chip” Conner, Vice Chairman  
Steve Rapson  
Lee Pope  
Jimmy Preau  
Commissioner Steve Brown

**ABSENT:**

**NON-VOTING MEMBERS:**

Dennis Davenport  
Frank Destadio

**STAFF PRESENT:**

Russell Ray, Matt Bergen, Howard Durham

**GUESTS:**

Georgia Underground Contractors Association

David Hendrick, Vikki Consiglio, Scott Brumbelow, Chris West, Ed Shipley  
Phill Mallon, Leslie Hancock – Fayette County, Stephen Hogan – WASA,  
David Borkowski – PTC, Ms. Mary Giles

The meeting was called to order by Chairman Pete Frisina at 8:00 A.M.

**I. APPROVAL OF MINUTES FROM THE MEETING ON JULY 23 , 2014.**

Vice Chairman Chip Conner made the motion and Steve Rapson seconded, to approve the minutes from the meeting on July 23, 2014. There was no opposition.

**II. WHITE LINING ORDINANCE.**

Dennis Davenport explained that this is on the agenda because we have had an ordinance adopted and then amended relating to white lining. When we passed the original ordinance and made the amendments he said that he received some comments from the Utility Contractors Association, their attorney Mr. Hendrick. Mr. Davenport said that he invited them to come to our meeting this morning to share their comments. He stated as long as it is ok with the Board he will defer to Mr. Hendrick and let him provide some comments to our ordinance.

Mr. Hendrick commented that he appreciates the invitation to join the meeting this morning, to have some direct dialogue. He said that he thinks that is probably the best way to try to reach some kind of understanding, if not ultimately agreement on what they see are some of the problems raised by the recent ordinance relative to the statewide GUCA law, which is the call before you dig law, statewide, and the statewide regulations.

Mr. Hendrick explained that they are here to focus at this point, on just three particular aspects of the ordinance. He said that he is here as council to the organization; GUCA is Georgia Utility Contractors Association. It is a statewide

association of contractors who are primarily involved in doing a lot of underground digging. Utility contracting dealing with having to excavate, having to blast, do all the kinds of things that are going to be affected by the Call Before You Dig, the marking issues, the marking of utilities or conflicts, that kind of thing. They are well accustomed on a statewide basis with the statewide law. That is what they have focused on in their educational efforts with their members, so that everybody within the organization certainly has an opportunity to be educated about what the state law requirements are. GUCA, Vikki and some of their other members have been tightly involved over the years as the Georgia Utility Facilities Protection Act statute has evolved. Most recently after about a two year amendment process which involved all the stakeholders, not just contractors, but utilities, representatives of the state and local governments, representatives of the Public Service Commission. It is a room full of people. He said that he has been to a couple of the meetings and they move so slowly. He commented that Vikki has been to virtually all of them. That is the process as the GUFPA (Georgia Utility Facility Protection Act) statewide law evolves. When there is an issue that somebody thinks needs to be addressed, there needs to be some tweaking of the statewide law. It is submitted as a proposal, it is discussed, they flash it up on the projector and everybody tries to figure out a way to address that problem and solve it.

Mr. Hendrick went on to say that the law that was just amendment that was just recently enacted and went into effect on July 1 actually represented a number of changes that evolved that way. He explained that he is here today joined by several of their folks from the Utility Contractors group that are going to be more boots on the ground close to the issues. They are the contractors and staff that deal with these kinds of issues day in and day out. They are probably much better able to perhaps respond to some of the questions, or to explain some of the difficulties that they see. It doesn't seem like much; when we go through this, in a way, their laundry list seems like a short list and some of the issues are rather focused. But, they are enough to trouble them with regard to the application of the ordinance within this county.

Mr. Hendrick introduced Vikki Consiglio – Executive Directive; she has been around heading up GUCA operations over fifteen years. Her colleague is Scott Brumbelow, Assistant Executive Director and works with Vikki on a lot of the regulatory stuff. He has been dealing with these issues a good bit. He has been fielding some of the issues that are coming in. They are starting to see problems, complaints, and citations being issued out of Fayette County. He has been monitoring that.

Mr. Hendrick introduced the current president, Ed Shipley, with the contracting firm of Ronnie Jones. They do a lot of linear type, more traditional underground utility installation. Mr. Hendrick went on to say that he thinks they will be joined by Ricky Harp; Ms. Consiglio stated he would not be here. Mr. Hendrick stated that Ricky is more a civil site guy. He introduced Chris West who is with Brent Scarborough, who is a similar kind of contractor. All these guys do business on a

statewide basis, which is sort of the crux of the problem that they see. One of the driving forces behind the statewide GUFPA approach is to have a singular set of rules that the industry collectively in its largest sense, whether it is contractors or utility folks, or local governmental entities, whoever may have a stake in that process, has influence so that you develop, by consensus, a piece of legislation and then in turn is administered by the PSC (Public Service Commission) with their regs that would be of statewide application. The virtue of that is when you know what the law is in this jurisdiction you know what the law is in that jurisdiction and all the other jurisdictions within the state. What they see is this is the mark of a potential trend, and he thinks we are starting to see by inquiries coming in from other places that there are other local governmental agencies that are interested in perhaps, they like the idea that you did your own White Lining Ordinance and there are some things in it they might like. They might adopt their own; it might be the same as yours, it might be different than yours. From a business standpoint, looking at it from a contractor's perspective, this could be rather dangerous and traumatic. You are handing out citations for \$5,000.00 a pop for people who could be absolutely in compliance with the statewide law, but miss the boat just by not white lining the site before they applied for their inspection, before they applied for their permit.

Mr. Hendrick stated that they are concerned that there is inconsistency that is going to arise from potentially jurisdiction to jurisdiction as ten, fifteen, twenty, you could have 159 counties and he does not know how many municipalities. If everybody decided to go out on their own, this would be a patchwork vulcanization of this whole thing that would render the statewide GUFPA law almost useless, except as a backbone or backdrop. What they are concerned about is when local agencies such as Fayette decide that they want to change and they change, then it is very difficult for their contractors to keep up with jurisdiction by jurisdiction what the changes are. The consequences are pretty steep. It is a more rigid enforcement mechanism than it is with the PSC where you go through the administrator process and there is mitigation for first offenders, the penalties can escalate with repeat offenders. The PSC can and historically has handled those things pretty well. He said that they see this opens the door to some potentially catastrophic complications down the road when Brent Scarborough, Ronnie Jones from jurisdiction to jurisdiction, has to have a full time clerk on board just to figure out where the laws change in a particular jurisdiction.

Mr. Hendrick stated that they originally had...he said that he is going to be the facilitator; he will speak for a little bit. He commented that the people with him were more familiar with the practical problems of this kind of vulcanization of the regulations. They perhaps will be able to address more directly some of the concerns. They have three remaining concerns. One of the principle concerns they had has been addressed, the ordinance originally had expanded, used the old standard in GUFPA of 24" tolerance zone and then with amendment to the GUFPA law that went into effect on July 1, the statewide law reduced that from 24" to 18" and it is his understanding that the ordinance here has now been amended to mirror

the statewide law, which they view as a positive development and they appreciate that. The other areas, they have outlined them in some of the earlier communications with Mr. Davenport. Your ordinance, he said they could go in by page and section number, as we go through the discussion. The group decided to highlight the issues without the reference numbers in the ordinance for this discussion.

Mr. Hendrick explained that in one of the provisions the text says essentially white lining shall be completed prior to contacting Georgia 811 to obtain a locate request ticket number. Then it goes on to say electronic virtual white lining is not an acceptable or recognized method of marking. That is what the ordinance says right now. That, as they view it, deviates from GUFPA in two material respects. First of all, GUFPA now, in the statute, this is not in the reg, but in the statute actually recognizes that white lining, the definition of white lining can include either electronically marking or marking with white paint. The statute itself now allows electronic marking as an alternative to white lining when white lining is required. In the modern world of construction there are a lot of projects going out now that are pretty much going to electronic paperless design and that kind of thing. More and more, the contractors out there and more and more the projects involved actually have electronic design. That is something they find, it is complex between your ordinance and the statewide law that could create some confusion where people are used to using electronic marking, then they get here and they can't. That is a statutory requirement, this is not modifying or adjusting your regs to expand or contract or whatever the requirements under the regs for GUFPA.

Mr. Hendrick stated the second part of the first issue is that your ordinance as it is stated requires that the white lining has to be accomplished prior to when any locate request is made. What that, for all intents and purposes means is that virtually every job has to be white lined. And, that again, they believe is contrary to the most recent evolution of the GUFPA statute because what GUFPA says and he thinks they have quoted this along and can provide sites if necessary; but it says a locate request shall describe where the tract or parcel of land upon the excavation is to take place with sufficient particularity as defined by policies developed and promulgated by the UPC to enable the owner or operator to ascertain the tract or parcel involved. It goes on to say that in the event the location upon which the blasting or excavation is to take place cannot be described with sufficient particularity to enable the location. That is when the person who is going to be doing the excavation is required to consider the other methods of marking including white paint. Under GUFPA it is not a default, it is not a presumption that you have to go with the white paint marking. You go out there many other ways and they can describe it, there are other ways in which the industry for many years has marked where they are going to dig, and with sufficient particularity that everybody knows they can go locate, they can go mark, they can do whatever they need to do without white lining. White lining means you have to go out there and spend the time up front before you even go ask for your ticket. You have to mark everything. That is fairly extensive and can be a fairly costly and time consuming project to mark

everything by using the white lining technique. So, those are two of the aspects of that part of the ordinance that they are concerned about.

Frank Destadio asked if he could make a comment before Mr. Hendrick goes on. Mr. Hendrick said yes. Mr. Destadio introduced himself saying he is with CH2M Hill, the engineer of record. The purpose of all the changes that were made were because there were significant contractors that came in and violated the current ordinances. They went in there, dug things up and tore up utilities. Not that Brent Scarborough and the others aren't reputable contractors; but they get some contractors that come in and do a lot of damage. The ordinance was put into place to try to stop some of that stuff and to make sure that it is done properly by and overseen by the Water Department prior to a problem rather than after a problem when everything has been dug all up. He asked "In your remarks, could you address how you protect the county and future problems, and what you want to do is going to stop these contractors, and he does not mean these contractors but subcontractors and smaller contractors that are going to be doing digging as well as large contractors from doing the damage that they have obviously caused over the years?"

Mr. Hendrick stated that he does not think that is an issue that your county needs... Mr. Destadio said "I agree". Mr. Hendrick went on to say that is the balance that the statewide statute tries to deal with and the regs try to deal with is the balance between being overly intrusive and overbearing or looking over the shoulder and trying to enforce everything on a first hand basis. And, allowing the process to move forward and then use the sanctions that are in place under existing law under GUFPA to sanction people who are not abiding by the regulations. You have a very active PSC, he had never heard the PSC staff to be unwilling to go initiate a charge against somebody who is alleged to have caused damage, and that is damage that if it is plead out or proven out would result in penalties and would result even in sanctions stronger than just financial responsibility. There is an enforcement mechanism there; it just may not have suited, in your judgment, the needs of the county. But, the problem is, when you've got a big contractor or a small contractor; small contractors are probably more at risk here because these guys can probably afford to be, number one selective about which counties they are even going to deal with, if a county becomes too difficult to deal with they may decide to go do business elsewhere. It is just too much trouble to go mark it in there. The other aspect is they can afford to have a database and they can afford to have people who can investigate county by county what is peculiar about this county's call before you dig and marking requirements so that we can conform there. Because, really, when you...right from the day you set out there, if you even call it in without having been marked (white lined) that site, you are in violation of your ordinance. That is pretty stringent for folks that...

Mr. Hendrick commented that the second concern that they have is the one where your ordinance says that unless one or more utility facilities are damaged five times or more collectively by contractor making the locate request within a 90 day

contract period, white lining will not be required for any large projects so designated under the statewide rules. And then you say if somebody is not exempt because they have had more than five damage instances, then there shall be no more than a two day shutdown period of the project to allow for the white lining of the balance of the large project. A couple of things with this concern them. Number one, that is under the statewide statute, white lining is not required, actually it is under the statewide regulation, and white lining is not required on a large project. Any project designated a large project, white lining is not required. He commented that you all are saying that is true, you will agree with that, unless the particular party has five instances of damage.

There followed some discussion to clarify five or three instances. Mr. Bergen stated it has been rewritten, Dennis Davenport stated that it is proposed to be rewritten and it is five right now, three month period. Mr. Davenport asked Mr. Bergen if he is saying we have amended it to three. Mr. Bergen responded that is correct. Mr. Davenport stated we need to get straight with terminology; it is five today it is not three. It is being proposed to go to three.

Mr. Hendricks said what you are proposing is three instances in 90 days. He said he would mention no names, when they met to talk about this earlier a very responsible contractor who was there said, "Well geez, I just got two of these in the last day." It is not unusual for somebody who is doing dozens of jobs throughout the state to get damage charges, they may be successfully defended, but there are going to be charges of utility facilities being damaged, which means for most of your big contractors, three especially if you are going to reduce it to three offenses rather than five, it is not going to be uncommon and probably more common than not that these folks are going to have at least three within 90 days.

Mr. Rapson stated that he would disagree with that. That is simply not what we have seen. Brent Scarborough's group, they don't do that, ya'll don't typically do that, have three in 90 days. It is very unusual for a contractor to tear up.

Chris West commented that it is unpredictable when they have them. He thinks that you can't throw everybody in the same pool. Just by saying five or three or whatever number is a lag indicator on what has happened and not a current perspective or an accurate picture of amount of damages versus volume of work. For instance, they have seven hits this year that is reported to the Public Service Commission. Some were defending, some were not. But they have over 3,000 locates called in. Perspectively, and after review we are hitting at a point eight percent rate. He does not think that takes this into consideration. They may have a bad month, but they may have a great eight months, but they are going to hit stuff. That is just the nature of their business, because they are digging in the blind. He thinks that you may want to consider that when you think about how this is looked at.



Mr. Hendrick commented that right now, the state rules and approach is that if it is a large project, per large project definitions, that the white lining ordinance would not apply. The other thing that this does is it introduces the concept of a two day shutdown period and that can create all kinds of havoc with regard to you have a project that is underway with a tight schedule. All of a sudden you have got somebody who is determined to be non-exempt. Now you've got to shut it down for a potential critical path element, an essential element, schedule wise of the project, while they go out and do all the markings and square away whatever the requirements are. Meanwhile that may shut the job down for all intents and purposes. That may put the contractor who is now considered to be non-exempt in a position of potentially even being in breach of their contract and not prosecuting the work. There are a lot of secondary ramifications that can flow out of that. But, that is the second one.

Mr. Hendrick went on to discuss the third concern, just in a broad brush, the requirement that...he has not seen this in the regs, maybe it is there. He has seen it in some memos, that everybody, on large projects, you are required to use the Fayette Marking Agreement format. He asked if it is in the regs, and Ms. Consiglio indicated that it is. Mr. Hendrick went on to say under the statewide approach the agreement is presumptively prepared by the contractor who is going to be taking the lead and coordinating the excavation and doing the request for markings and then that contractor has a responsibility to go out and get the cooperation and sign off whatever utilities are involved, whatever other contractors are involved. The whole large project issue is sort of a work in flux. They are still trying to figure out how to define some of those things, but the large project concept is designed to have flexibility and to allow the contractors and the utility folks to efficiently mark and identify and locate utility, sort of as they are going. You could have a large project that runs for twenty miles and you could have a large project that is a big shopping center site and the whole concept is to let the contractors who are doing the scheduling and coordination of the work develop their marking agreement and get everybody to sign off on it. They have the obligation to do that and they think it injects another element of confusion and incompatibility while, in your county, or any other jurisdiction that chooses to create their own agreement. You might have 159 agreements around the state.

Mr. Rapson asked Mr. Bergen if there is a standard agreement form that they use that we don't like. What is the difference? Mr. Bergen commented that there is a suggested one that they have posted on the web site, but it is so broad in nature, that this was actually based on experience that we had with a large project with a gas contractor in Peachtree City. The reason it went in that way is they started the project, as they went through the project they re-staked the ticket, but they didn't update the marking agreement. They went back to the beginning point to do services and we did not have an agreement any more. We got a damage that we had to shut down an entire subdivision for, and they pointed the finger at us and said, hey we've got a marking agreement, but it wasn't up to date. In order for us to keep it up to date every 90 days, they have to update those dates, because if they get

ahead of schedule or behind schedule, we are flexible with the marking and they can put the marking date, the completion 90 days out. But, every 90 days when they re-stake that ticket, they are required to update that any way. He said that he does not really see that as being an issue. That gives both parties a signed document that basically states, if I am over here, like this other contractor was and my date has expired, then there is no argument as to they are going to compensate us for repairing that main.

Mr. Rapson said it is not a rolling agreement, but it has the same flexibility you are envisioning. Mr. Hendrick said that is right except you are dealing with different templates, different forms, which again, creates...if it is just Fayette County is the only one that decides to do this, so everybody out there knows that Fayette County has this different form, that is one thing. But, if you have another fifteen counties, each one has somebody like Matt who has his own experience and history that he is trying to fix, so each one may be a little bit different. They are not saying that any of these ideas in the abstract are bad, or do not merit consideration for modification of the statewide rules. But, their concern is that we end up with deviations and the conflicts and variations between...

Mr. Rapson commented that it sounds like if you have a suggested agreement and the contractors are using whatever agreement they want, that you don't really have an agreement for this. It sounds like that to him, he asked if he is reading that wrong.

Mr. Bergen said, well yea, one of the other problems that we had that he had to get the PSC involved in is we had a contractor that wanted to send us emails every Monday and tell us where they needed things located. We don't have the resources to be able to do that. That is why we need the marking agreement with the dates laid out so that we know where you are going to be, when you are going to be there.

Vikki Consiglio explained that the problem with that is the regulation for large projects does not call for that. What you are doing is, you are putting excavators in your box and the actual reg does not call for that. The actual reg gives the excavator; that is their responsibility. The reg states that is what the excavator is supposed to do, not the utility. Because if you did that, then the gas company can do that, then the power company can do that, everybody can have their own marking plan that the excavator would have to abide by. Who is to keep them from doing that if they don't follow what this reg says. The reg says the excavator is to sit down and have the marking plan with the utility. If you came and it is supposed to be for communication, so if you came to the meeting and you worked with that excavator, she is certain that the excavators would be willing to work with you. But, for you to say that they are contacting you every Monday, she knows a big highway contractor, that is exactly what they do. The PSC has signed off on it and said that is an acceptable method because it is communication to the utility, what you are getting ready to do. They signed off; they say this is their blessing. The large project is getting ready to change anyway and it is going to be a huge major change.



It is going to change the way you are going to be doing business anyway, in your county. She went on to say that what they are saying is they want to go by a set of regs, so whatever the regs say, that is what they want to do. Across the state they can teach that, they can say this is what the regs say; this is what you, as an excavator, is supposed to do. But, if everybody is going out, if you've got Atlanta Gas Light or Georgia Power or AT&T or each city and county has their own marking agreement that the excavator has to abide by, we would never get anything done. That is why we have to have a central reg that says this is what you do and this is what we are going to go by. That is what they teach and that is what they tell everybody that they have to do.

Mr. Destadio asked when they teach and tell everybody what to do, how many violations are there? He said that he can understand and appreciate that large companies come to you and get trained. And that there are a set of rules and regulations they are supposed to follow, but, there are a lot of other companies out there that are not large companies. The damage that they cause is significant to not only the utility, but it is disruptive to the homeowners. He has had his house disrupted three times because the contractor is coming in and doing work that they were simply out there to do a sprinkler system for somebody. There is not everybody following your regulations, there's not everybody that is the size of Scarborough and Company that are out there. So, where is the small citizen taken care of, where does the regulation protect us from all the people? Not the Brent Scarborough's, but from the smaller ones that go out and should be doing something and don't. And, then we are disrupted.

Ed Shipley responded that you are never going to be able to change that. Because there is always going to be some rogue contractor out there that says "I am not going to abide by any law". Lee Pope commented that he disagrees; you can't change it, but you can regulate it. Mr. Destadio stated that what he thinks Fayette County is trying to do is to protect its citizens. Grant you, it does have an impact. He does not doubt that, but he does not believe, and they are a large company; that a large company can't understand that in Fayette County I have to do something different.

Ms. Consiglio stated that it is not just the county, you have to understand there are other utilities that they have to deal with and it is not just the water department in each county, but it is the other utilities. And because there are so many they have to dig around every single day, they have to have some kind of uniformity that is why they have a state rule. She went on to say that they teach damage prevention and their motto is they would rather educate than legislate. They want to educate not only their members, but they educate as many people as they can throughout the state of Georgia. They are the ones that went to the PSC and said look, we know you have fines, but to help mitigate these fines, why don't we educate folks on what they are supposed to do. She commented that she is sure education, just like speed limits, you get a ticket if you speed, and you are not going to change your speed limit

because somebody speeds through. There are state rules and regs for speed limits throughout the state of Georgia.

There was a short discussion about speed limits do change from county to county. Ms. Consiglio commented that you have state law to help regulate so everybody understands. What they are trying to say is, they try to educate folks, and in fact they even saw where folks were sending their secretaries to the training and things like that. So, they said wait a minute, we are serious about this education, we are serious about letting folks know and teaching them what it is that this law is for and what it is supposed to do. They went to the PSC and said let's make it where they have to send at least five people, or a crew to training; so that everybody understands what their responsibilities are; so they could help mitigate those fines. They have landscapers, plumbers, fencing guys; they call and say we only have 2 people.

Mr. Destadio clarified the requirement is five people. Ms. Consiglio replied the requirement is five people. Mr. Destadio asked if the company has five people or more, they have to attend. Ms. Consiglio said they have to attend the class, there is no exception. They have to call the PSC, if they only have three people, they have to prove to the PSC they only have three people that they can send to class. They have to get approval before that.

Ms. Consiglio stated that she wants you guys to know so they are not here just to say, oh...they look at the big picture for everybody, not just for them and their members, but they look for everybody. They train, that's for a reason, but there is damage prevention and it is near and dear to their hearts. First of all, they don't want any of their members or anybody out there to get hurt or any utilities to get damaged. She said that she is a homeowner, also, but her utilities get damage from lightning strikes and things like that. You are not going to help those type things. But, to have it so stringent that it is so hard for somebody to come in and to work in your county, it just makes it so obtrusive and then it opens up the block for anybody else to say, well if they can do it, we can get by with it also. For excavators, they have to protect that interest and the fact that they have to be able to work from county to county to city to city around utility to utility. The reason they sat down and they were very instrumental and they will tell you this, in helping change Georgia law GUFPA, as well as there are going to be major changes on large projects. It wasn't without its pain and it wasn't without its heartache. It was a give and take on everybody's part, so they could all live; they all knew this is the direction we want to go. They did not get everything they wanted, the utilities didn't get everything they wanted, the PSC certainly didn't get everything they wanted, but they all agreed. They went down to the capitol; the legislature said this is what we are going to agree to; so that we all can live by the same rules. She said that she has looked at the statute, the Public Service Commission, through FIPTA has a responsibility for gas pipelines and they give authority, the Federal government and the state of Georgia have the PSC authority to go and to regulate gas pipelines in the state of Georgia. Only to excavators through GUFPA, their only

jurisdiction over excavators is through GUFPA, not pipeline safety. Pipeline safety is only if they are digging around gas pipelines. The authority they give to you guys, the exemption they give to you through white lining is through pipeline safety. It is not through GUFPA, so that authority does not apply there. That is why the white lining, when you say they tell you that you have the ability to change your white lining ordinances, that only applies to gas pipeline. Not to any other utility. Because they don't have the jurisdiction over us through that, they only have it through GUFPA. And GUFPA says specifically that we can white line through calling it in, by giving sufficient particularity. So, when you don't allow us to do that that is a violation of state law, because state law says we can.

Mr. Davenport stated that there is a difference of opinion in respect to 1A and the reg of 51594.14. He said that he is sure that David and the utility contractors would say that doesn't give you the authority to do what we have done. Our opinion is that it does give us the authority to do what we have done. That is just a difference of opinion. When we do things that conflict with state law, however, like with the electronic white lining, the virtual marking, that is a problem, because that is a state law, that is not a reg. The large project marking is a reg. The sufficient particularity is referred to in state statute that the UPC through board policy will determine what sufficient particularity is. He said that he is still trying to get his hands around what that means. But, the issue we are talking about is an exception that is granted to counties and cities, per the reg of the PSC. Whether that reg is an offshoot of authority, as Vikki is saying, he does not know one way or the other. All he knows is he has a reg that has statewide application to the Public Service Commission that clearly, in his opinion gives the ability for you to put more stringent regulations in place, so long as you don't conflict with state law. The five times prohibition to have somebody have to white line a large project, that does not seem, in his opinion to conflict with state law. It does conflict with the reg, but not to the point where this exception would not allow you to do that. The issue with the marking agreement; the marking agreement is not in a state law, it is referred to in a reg and as it is referred to in a reg and 1A says you can have more stringent requirements, he believes you can have more stringent requirements. So, as to the virtual white lining, that is an issue we need to probably do something about. As to the other two, he thinks that is something we need to listen to what their comments are to see how it is affecting contractors and how it is affecting the county, because Chris brings up a good point with respect to five hits by him on three thousand locates is a lot different than five hits by somebody doing ten locates. That might be something to take into consideration. Some type of a ratio, as opposed to just an objective number.

Mr. Shipley commented that he is calling it five hits, it doesn't say anything about whether the locate was properly done and was correct. It just says five hits, period. Mr. Davenport said we should, and he does not want to be speaking out of turn here, but we should not make it so surface level. For example, your hit could be an issue of no culpability on your part, you did what you were supposed to do but, you hit, through no fault of your own.

**Mr. Shipley said that he will say that he is the contractor that David referred to and would not call the name that hit two AT&T lines (or Comcast lines) in the City of Lagrange and they were off. One was off eight feet, the other off fifteen. Is that his fault?**

**Mr. Davenport stated that he thinks that is a valid concern and he thinks that is an issue. Mr. Shipley said that would be two strikes against him. Mr. Davenport said that he is exactly right and he thinks that is an issue that should be reviewed and implemented. Mr. Rapson stated that we are not trying to target individuals that we have properly marked and, we are trying to target the folks that we properly mark and they still hit them. That is the folks we are obviously trying to target. If it is off fifteen feet you are not culpable.**

**Ms. Consiglio stated that the PSC gives; it actually is a law, gives a chance for mitigation of fines for education. She said she does not see that here, in other words there are circumstances around everybody is digging every day. You are digging around the unknown; you don't know what is down there. There is pot holing, then there is the tolerance zone and how often you should pothole and they even had a long discussion about reasonable care. What is reasonable? Digging up the whole road all the way down, just to try to find the utilities, maybe it went up over a rock. These are things that these guys are doing every day. She said that she understands you are trying to stop these guys from coming in and just mowing and blowing and tearing up every utility. She understands that, but in doing so the guys that are trying to do the right thing and abide and trying to understand the law and doing the right thing every day, they are still hitting lines, they are being punished equally as well. It is a two edged sword that is difficult, that is why they like to stay by the state rules and state law. She said they are being, not only by the Public Service Commission but also by the utilities that are hit. It is not like they are not paying for it. You hit a utility; you are going to pay for it.**

**Chris West said that he understands that you are experiencing some difficulties with contractors. He said that he lives in Peachtree City; he is a tax payer here, so he understands. He asked are we doing things now, are we fining them for the repair damage, now. Are we retroactively going out?**

**Mr. Bergen replied that we invoice them for the damage amount, but as far as a fine, there is nothing in place. Mr. Hendrick asked without the new ordinance? Mr. Bergen said that is correct.**

**Mr. West went on to say that we need to talk about just the language this encompasses, because he understands where you are coming from because they do the same thing. When they hit something that is their fault, they get a fine from the Public Service Commission as well as well as from the utility contractor in repairing that utility. On the other hand, we also have the ability...**

Chairman Frisina asked about the fine from the utility, is it a repair fee plus fine, or is it you pay the invoice to repair the utility? Mr. West said that in his experience it depends on the utility owner. Some utilities, like Atlanta Gas Light, they charge \$131.00 an hour per employee, whereas, Georgia Power maybe around \$78.00. In their mind, when they see the invoice come in what is their real cost. Some companies will invoice you in preparation for a negotiation. They put that fluff in there. He wants to be invoiced for what is his cost, but that is just not how the world is planned.

Mr. Davenport explained that is not a fine that is the purported charge. The fine comes from the PSC.

Ms. Consiglio stated they are getting double dinged, and she does not want anybody to think that these guys are really getting by because if they are hitting lines, they have to pay for it.

Mr. Rapson commented that it is fine that the utility is being made whole because the line is being fixed and it is fine that PSC is getting that to educate the developers, but that doesn't help the subdivision of a hundred homes that just lost whatever they lost for whatever period it is before the line is fixed. But that is the concern that we have, if we could just live by state law, he would not need a ten inch binder of ordinances. In essence, most of our ordinances are taking the state law and we are restricting them based on whatever the community standards are, or whatever the political will at the time was, to try to make it more stringent. We are not trying to make it more difficult on folks doing work. We want development in the county, but at the same time we have got to be responsible to our residents.

Mr. Hendrick commented that it does not compensate the homeowners, does it? Mr. Rapson stated that ultimately it does, because those fines go in the general fund and it ripples at some point. Mr. Hendrick said that he understands, it imposes a fine that goes into the general fund, so theoretically, it comes back in. Mr. Rapson said there is no theory about it, it means that he is not raising taxes because he got fines. We are not going to roll back property tax because of it. Mr. Hendrick said no, and you are not going to pay Joe Blow because his electricity went out or his water went out. Mr. Rapson said that at some point it is compensation for the residents in that regard. Mr. Hendrick stated that it is a fine that is imposed that superimposes over whatever the fine might be. Mr. Rapson said that he would say yes.

Mr. Hendrick asked if you all are concerned more with the substance of the PSC rules, you don't think they are stringent enough, or are you more concerned about the enforcement administration of the PSC process. It sounds to him like you are talking...Mr. Rapson said he thinks a little of both. If the rules of PSC encompass some of these type of things we would not be having this discussion.

**Mr. Pope commented that we have not had real good experience with state regulatory agencies doing a very good job in the past in several areas. So, this is just another that we have a concern. He said he will be honest with you, you made a statement earlier, one of you did, about your concern about if a hundred other counties went out and did something similar to this, if we start this, don't that make you wonder if this might be the right thing to do if a hundred other counties is considering it?**

**Mr. Hendrick said that his suggestion is to go down and go through this whole process of stakeholders coming together, saying there is a better way to do this. If your marking agreement is truly a better agreement, then when they sit down to revise the large project rules, continue the evolution of that process. Then you ought to be there and maybe you have, but you need to be there, saying, look, that agreement template that is twenty years old just doesn't hack it anymore. Here's why we think this is a better one, because then what you get is if you can get a critical mass of stakeholders to support the idea that your mouse trap is a better mouse trap, then that gets built into the statewide law. Then everybody is playing by the same rules.**

**Mr. Rapson said that a lot of that is the chicken and the egg. If Fayette were to do it, and then another fifty counties did it, the more likely of the PSC adopting it.**

**Mr. Davenport explained that the problem is the statewide law application. A good portion of what we are talking about is not in state law; it is deferred to the regs. The regs seem to have a difference of opinion as to what we can do or can't do with them. One thing we haven't talked about at all. He said he wants to make sure that Matt can weigh in on this because he believes it is something he had a big issue with; this concept of sufficient particularity. That drove us to do some things. He asked Matt to provide the example he told him about, the intersection in south county where sufficient particularity caused him to do an inordinate amount of work.**

**Mr. Bergen explained that we had an intersection where DOT's contractor called in two hundred feet in all directions of Goza Road/Antioch. We have a thousand feet of facilities within those two hundred feet on that intersection. They were putting in stop signs, so we had to mark a thousand feet of facilities for them to put in four stop signs in that intersection. That took him and our locator, two people, four hours to get it so that we knew it was accurate and we knew it was right. That utilization of resources is just ridiculous, because that is a waste of our time and our resources to do that.**

**Ms. Consiglio stated that on the ticket, they are supposed to tell you what they are going to be doing, because they have to put what type of work it is. So, at that point in time, she does not see, because it is all about communication, why you couldn't have picked up the phone and said you are putting up stop signs, is there any way that you can mark that with an "x" so we will know where you are putting those stop signs.**



**Mr. Bergen responded that was done. In most cases, we get voice mail and then we get a return call after our 48 hours is up. Mr. Davenport commented that we have such a tight time frame to do this; we don't have the ability to go back and forth, generally. Mr. Bergen said that we generally make the decision to be in violation of the PSC law and wait for that return call or we mark according to the ticket.**

**Ms. Consiglio stated that basically what she is hearing is, just like she hears all the utilities, there is a cost to doing business. The cost of doing business in owning a utility is to mark it, so that when we are out there digging we don't damage it. That is a cost that we have. We have to pay for what we do, then you, as a utility owner, there is a cost to doing business for what you guys have to do. Atlanta Gas Light had to do the same thing that you had to do. Georgia Power had to do the same thing you had to do. That is why she is trying to say if everybody, every utility put the same restrictions on us that you guys are doing, we just wouldn't be able to get anything done.**

**Mr. Davenport stated that all utilities can't do that, only counties and municipalities. Ms. Consiglio said yes they can. Now, you are saying the regulation is subjective, not the law. Mr. Davenport stated that the regulation itself says counties and cities may do this. It doesn't say all utilities; it just says counties and cities. Ms. Consiglio said for the white lining. Mr. Davenport said correct.**

**Ms. Consiglio said that she is talking about for large projects and the marking plans and things like that; you are saying it is subjective because it is in the regulations; because if it is gas pipeline, the gas pipeline can do it. Mr. Davenport said that he is not saying it is subjective because it is in the regulation, he is saying it is an exception based upon the regulation itself; the plain wording of the regulation.**

**Ms. Consiglio suggested going back to the large projects. The large project does not call for any city or county to oppose any other restrictions on a large project; it is not in there. Mr. Davenport stated that when we can have the flexibility to make white lining more restrictive and a contractor damages facilities five or more times, it is more stringent to make them white line when they couldn't before.**

**Mr. Hendrick commented that if it is a large project, the statute says you shouldn't be using...Mr. Davenport said the statute refers to the regulation, and the regulation says we have an exception. There was further discussion on this subject and the group agreed this is a difference of opinion.**

**Mr. Hendrick commented that the irony is we are all trying to do the same thing. We are all moving in the same direction. Mr. Rapson pointed out that when Mr. Bergen is wasting his time marking 1,000 feet, each utility is also wasting their staff and resources marking the same 1,000 feet when they needed to mark ten feet. Mr. Hendrick agreed.**

**Ms. Consiglio suggested having a reg that says if you are putting in stop signs, you have to mark it, instead of saying if you are putting in a hundred miles of pipe you have to mark...Mr. Bergen said that the application also applies to digging splice pits where they call in the entire, you have road frontage on one parcel that they underfeed, and they are digging a splice pit; the same concept. Mr. Rapson said that he thinks what Mr. Bergen is saying for some developers it is just easier to identify the parcel. When you identify the parcel, then he has to take care of the entire frontage linear feet of that parcel as opposed to identifying on the parcel, I need this hundred feet.**

**Jimmy Preau stated that involves every utility, not just the water. So, we are talking, they mentioned most of them, gas, power, cable, all of that. Everybody has to locate for one little thing. If the contractor would go out and mark what needs to be done it saves at least five utilities a lot of time and effort. Mr. Davenport suggested identify where the project is going to be as opposed to just saying it is this particular parcel.**

**Mr. Bergen added to the comment about the large project marking agreement; that agreement has to have the same wording for every utility, so one utility can't come in and tell us they need theirs to look different because we can't make the same dates you can. All the dates have to line up, and all the wording, the verbiage, all that has to be the same for each utility for that one large project.**

**Ms. Consiglio said her contention on that is that the large project gives the authority to the excavator, not the utility. You, as a utility are taking the authority of controlling that project when that is not what is given to you on a large project.**

**Mr. Bergen said they still have the control, and as an attorney he would think she would appreciate the fact that if we both sign off on two solid dates, whichever one of us violates that date, there is no question as to who is responsible for that at that point. Either we are outside the date where we were required to mark, or we were inside and we didn't do what we were contractually obligated to.**

**Ms. Consiglio asked if you are giving fines for folks that are in violation of that large project where they miss a date or are you deferring that to PSC? Mr. Bergen explained, basically what happens is; that was the other point to the Monday email; the Monday emails are fine for communication. But, the problem we had is they weren't giving us a written marking agreement in the first place. They just wanted to send us emails and that is not allowable. At that point, when they need to change a date, there are places on that contract where all they have to do, once they notify 811 that there is a change, they can move that date and readjust it, and we both initial off on it. You still have the contract marking agreement, but then you have your revisions on the same document.**

**Mr. Hendrick asked how many people you have signing off on that agreement. Mr. Bergen said that it is just between the excavator and the utility for the agreement.**

Mr. Hendrick asked how many utilities are going to be involved in signing off on a change. Mr. Bergen said it depends on whose service area you are in. Mr. Rapson stated if you are going to remain flexible, you are going to have to have that no matter what you do. Ms. Consiglio commented on the small cities that have one council meeting every other month and they can't get permission for anybody to even sign off on a large project. She went on to say that their jobs are held up because they are trying to wait for somebody to sign off on a large project.

Ms. Consiglio stated for educational purpose for them, it is a nightmare when everybody has different regs and rules that is contrary to what state law and the regs say. She said they are going to give push back for counties and cities, and even utilities having their own marking agreement, and asking them to fit inside that box, because each utility can ask them to do the same thing. And really they can't.

Mr. Shipley commented on a large project, the whole idea behind the large project is to create a line of communications between all of the utility or facility owners or companies, or utilities and the contractor. But, that marking agreement is made before the first bucket is ever stuck in the ground. To think or to even have the premonition that things aren't going to change is ludicrous. And that would constitute a change in the marking agreement. If we have the line of communications open as contractors; and it is our responsibility to contact the utility owner and say, hey, I've had a change here. I need you to instead of October 17, having this line from point A to point B located; I need to move it to October 7. Is that doable? And he is going to say yes or no. He said that he has multiple utility owners or locators; a lot of times it is people like Utilquest or STS; call him and say "Hey, Ed, look, I just haven't been able to get to it, yet. I know that I'm legally obligated; I'm just letting you know there is stuff in there. Can you work with me?" He said that he has never, ever told them no, I am digging anyway. Because he does not want to go out there and hit anything anymore than ya'll want me to go hit something. But, the whole idea that Matt and Fayette County is instigating the agreement on a large project and ya'll are controlling that; that doesn't work because ya'll aren't the ones that are doing the work.

Mr. Bergen stated we are not controlling it. We are only stating, on the document you provide to us, you provide the locate marking date by and an estimated completion date. Mr. Shipley said they do that, and it changes sometimes weekly. Mr. Bergen said as long as the communication still comes in, again that flexibility is still there. Mr. Shipley commented that the communication is the email. Mr. Bergen said you still have your 48 hours.

Mr. Hendrick asked is it communication or do you still want people signing off on a revision to the agreement. Mr. Bergen said if there is a revision that you need... if you need to change the date on a section, then we absolutely need to update that communication. Mr. Hendrick asked about having everybody who is involved in that sign off on that agreement?

Ms. Consiglio stated that everybody has to sign off on a marking agreement. Mr. Hendrick said that the agreement really can't change effectively unless all the original signatories have signed off on it. Mr. Bergen said that each utility has their own. Ms. Consiglio said no, they don't. There is one marking agreement that the excavator has to put together, that is in the regs. Everybody has to sign off on that marking agreement. Mr. Bergen said that it is not the same agreement. Mr. Bergen stated AGL, Georgia Power, none of the other utilities have signed off on the copy that he has. Their copy reads exactly the same way his does, but we are not all on the same document, so to speak.

Mr. Davenport stated, to their point, if a change is being made, it would not just affect you, it would affect everybody. Ms. Consiglio said that everybody has to sign off. That is why the PSC has said to them, because they have been in these meetings, she said Mr. Pope has been in the same meetings, if she is not mistaken, and they actually said that an email is ok. As long as you are communicating, that is ok to do that, that is a document that is recordable and it is traceable, you have received it. She said that she gave this some push back; she is thinking what if folks don't get it.

Ms. Consiglio said what is coming down the road is they are going to do this electronically through the UPC when somebody has changes; they are just going to go onto the UPC and put in that change and the UPC is going to send you that notification.

Mr. Davenport asked if you all know you are going to communicate via email, and you all know that you want to have some type of agreement, can't you agree on the front end that the agreement can be modified by email from so forth and so on? Can you agree that ahead of time?

Mr. Shipley said that not necessarily will it always be email initially. He said that his foreman out there standing on the side of the road, on a lineal project, site jobs might be a little bit different. He may tell Mr. STS locator, I need to make a change to this, I'm going to get there a little quicker or I'm not going to be there for another week. Or, I have hit something that the engineer is going to have to redesign, so therefore I'm going to pick up and move over there and start coming back this way.

Mr. Destadio commented that emails are passé, he will be honest, they are a big company. They get a lot of emails. You go on vacation for three days or you go on another trip to do another project and that email sits in your in basket. When I come back from wherever I have been, I've got four hundred emails on top of your email.

Ms. Consiglio said she is in agreement; in fact she gave the Public Service Commission push back for that because that is what they wanted. She said that she has to disagree with that. What is going to happen is, the large project rule and reg is going to change. She said they are 85% there. All the Public Service Commission

has to do is just send it out for comment. What is going to happen is all that is going to flow through the UPC, so they will have the marking agreement so if there are any changes or any deviation from the plan then all that flows through the UPC and the UPC will be notifying everyone. She said that she does not know how you get your Pris notices, but that is going to be through the Pris system. It will be on there and will say deviating from marking, they have run into some problems, they are going to back track, they need this section located on this date. That is what is going to happen because they realize that the emails are passé. She said that she has been giving that push back for a long, long time, because when somebody goes on vacation, it sits in their in box, and you have only one locator for a county and that person is on vacation, it is not getting located. Then you have the excavator waiting the whole week trying to wait for somebody to come back from vacation. That doesn't just happen here, it happens all over the state. That is what they are trying to say, that is what she is trying to hopefully get through to everybody is for us to be able to deal with each county individually or each city individually and all their different rules and regs, when it comes to damage prevention and it comes to large projects. It is a mass mess.

Mr. Rapson asked when the large projects will be updated. Ms. Consiglio said she is really pushing the chairman of the committee, Rick Long, to go ahead and let us have this meeting. She said they have already looked at it once. She said if you don't have the proposed, she can get you the proposed large project rule. It is separating site specific from linear, it is a different animal. It will take PSC thirty days to get it out for public comment, they are hoping by the end of the year, but they will have to push that.

Mr. Hendrick commented that they (Fayette County) would have the right to have input. Ms. Consiglio agreed. She told Mr. Long, because he thinks it is a done deal and he wants to give it to the PSC. She said, no, we still have comments about it. She gave him her list of comments, and she told him she wants him to do her comments on it also. It is up to us all to work together and that is why we are here. She said they want to hear what the heartburn is, so that they we can help you help our guys do the right thing. She said that she will get this to you guys and we will work together on this, and she just wants you guys to know that it is changing, and it is a major change. The communication is going to change on how it is going to be communicated back to the utility, which is going to be through the Pris system. She said that she thinks they are waiting for Georgia 811 to get their system in place to be able to handle those changes to get them out to you through the Pris system.

Mr. Davenport asked in addition to the proposed rule, could she also send him the Board policy on sufficient particularity. She said, okay. Mr. Rapson stated that it sounds like to him that we have enough now to maybe take another run at the ordinance; obviously the electronic white lining is something we need to address. The fact that they can do it electronically, the particularity, he thinks that is a big issue for us. He does think that having someone who has caused us some damage

and trying to quantify that maybe in better terms to get us to white lining for a large project. Obviously, the shutdown is something we are going to have to look at.

Mr. Davenport stated that may be a comment issue on the large project rule that we are talking about.

Ms. Consiglio said she would get him that proposed draft and she will also send her comments to that draft. They can see what her comments are (or push backs). And if ya'll have anything, lets's get that in writing and she can either get it to Rick or send it directly to Rick, any comments you have about those proposed changes. We definitely have to have input on that; that is what she told Rick, you have to give people time because we don't want it to get down to the PSC and they give it out to public comment and then it just stalls it. We want everybody to be in agreement and be together so we can all work together on it. It is a huge document.

Mr. Rapson said that we can get Mr. Davenport working with Mr. Bergen to update the ordinance and get you a copy of our proposed, or even if we are still in a difference of opinion, we will at least know what the difference is.

Mr. Hendrick said let's try to work together toward coming up with a common statewide applicable protocol that you can live with, that meets your needs. Mr. Rapson suggested having the PSC adopt everything we want. Ms. Consiglio commented that she does not want to be over regulated; they are dinged by the utility as well as the PSC. They have to pay to go to class. She does not want anybody to think that they are getting off scot free for that. That is 8 hours that they have to pay for somebody to go to a class and they have to pay for that class. They want you guys to know obviously they were here to represent contractors, but they are trying to keep them in business and keep them making money, too. They understand that there is a cost to doing business and she has heard a million times about the flag poles and the fencing; miles and miles of locates when they are just setting poles and things like that. If this is something we can work on to prevent that, if it is a large project and all they are doing is setting poles, maybe we can have some exemptions and have that located instead of putting everybody in the same box.

Mr. Hendrick suggested keeping the dialogue open because we did not know what you were doing until you did it. At that point, they are sort of playing catch up, whereas if we are working together, we may disagree, we may have suggestions, you may have different ideas, but at least if we are exchanging them, as this process moves on, then the likelihood that we can reach something that would be a consensus from most respects.

Phil Mallon asked how many of the excavation projects are considered large projects in Fayette County, versus small. It sounds like we are gravitating toward...Mr. Rapson asked what is a large project, how do you define that. Ms. Consiglio replied that right now it is anything that is over one linear mile and over



90 days to complete, and excavation. It is excavation, not the project, but just the excavation part. It is an “or” statement. She explained that you have to think about it is not the project because you are going to have a huge project, but have a small amount of excavation. She said even in downtown Atlanta, and you are on a city block, you are going to have utilities in there that are just all over the place. Sometimes that can be considered a large project, so there is language in there, in the large projects that says an excavator can call in and say I want this to be a large project because there is just a mess down here. We want to make sure that we have focus on these utilities. We are working with these utilities; again it is all about communication. It is not just about we want everything located in a certain point in time.

Mr. Shipley commented there is different language for a lineal project and site specific. Ms. Consiglio stated they are going to divide linear and site specific; they will have totally different rules regarding that. She said she will get that to you guys, we are in the comment period now.

### **III. LAKE PEACHTREE UPDATE.**

Mr. Destadio explained all the survey work is being done; bush hogging is starting on Monday, along with the contractor that is doing the survey. He will finish by August 2014. We have until the end of the month to finish the survey. They are on track, he has no problems. He spoke to Jeff and Brent, and Brian at Rochester. He said they are good to go.

Mr. Rapson said that he talked to Peachtree City, and they are actually going to look at Lake Peachtree in regards to the dredging project to see if there are other things they might want to do. He thinks they are pursuing it separate if they decide to do something like that.

Mr. Destadio commented that what you are doing is the survey work that Rochester is doing for you gives you the area. Then there is a depth analysis to give us the volume, that way we know exactly how much we are pulling out, we can count the trip tiks, so we know that you are paying for what he is hauling; he’s not just saying he is hauling something out. They are doing sediment analysis to make sure that the soil is not contaminated in any way, so that the bidders know they can sell it and thereby hopefully reduce their price so that you can have them get the best price possible. Then when it is done, if they (the City) want to add something as you initially proposed as an additive alternate to your contract that can be done. But, the problem, he guesses it implies that they are doing everything by themselves. He does not think you can have one contractor have us managing your portion and them managing their portion of the contract; all as the same contractor.

Mr. Rapson commented that he does not know what Peachtree City is going to do at this point. He said that he thinks what we envisioned was if they wanted to piggy back off the county’s economies of scale and use the same contractor and the same

type of approach that we were offering the City the ability to do that and the City basically said “We don’t want to do that, we may do our own thing”. He is not sure what that “own thing” means.

Mr. Destadio said he is just trying to make sure they understand surveying is not the whole thing. Mr. Borkowski commented that he thinks there needs to be communication at a lower level so that we know what is going on. Mr. Rapson said that he is conferring with the point of contact that the Mayor had told him to, which is Jim Pennington and including the city attorney, Ted Meeker. Once he communicates with them, any communication that is not trickling down has nothing to do with the county; it has more to do with the leadership of the city.

Mr. Destadio asked if he could explain to Mr. Borkowski in more detail what they are doing after the meeting. Mr. Rapson said yes. The reason he sent the last email that he copied Mr. Destadio on was because he did not want the city to miss this window of opportunity to perhaps do the same type of dredging, the same type of analysis, the same entire approach we were going to do and miss that opportunity simply because he had not gotten a direct answer.

Mr. Destadio said that he appreciates that, and based upon that they started the contract. That doesn’t mean that he is not going to be able to do more, but if they want to do that, you are absolutely right, now is the cheapest time they could ever do what they want to do. Mr. Rapson agreed.

Mr. Rapson explained the dredging aspect is on track. As far as the spillway is concerned, the city is still doing their dam analysis. He asked if we have any idea when that will be complete. Mr. Borkowski said they are still waiting for their report with their recommendation. He heard that it is going to be soon. Mr. Rapson asked Mr. Borkowski to let folks know that we want a copy of that. He conveyed that to the City Manager, as well as the City Attorney. We would like to see that dam analysis.

Mr. Destadio said that he thinks, in all fairness, when they compare the cost of what they were doing versus the cost of what you guys were doing, there was apples and oranges. Quite honestly, you guys were paying for, not only the breach analysis, but you were paying for surveying in the back to a much closer detail to make sure that we weren’t going to be within two feet of those buildings. You were paying for an emergency action plan; you were paying for some alternatives on the spillway. Just to set the record straight, he thinks that your plan had a lot more opportunity to support Dennis in going forth, or whoever goes forth with why Safe Dams may have jumped the gun with their preliminary analysis.

Mr. Rapson said that we provided that entire scope and all the detail to Peachtree City. He is not sure which pieces of that scope they have actually embraced. It appears to him that they have gotten further stuff they are going to have to do if

they are going to reach the same level that we have. Mr. Destadio said the estimate that he saw said basically if you want this, it is extra; if you want this, it is extra...

Mr. Pope stated that it is important to note that moving forward, for the City to understand, that Safe Dams is going to expect an emergency action plan because all dams are supposed to have one. To his knowledge, there has never been one developed for that dam.

Mr. Rapson said they have Andy, their separate attorney and he is aware of all those aspects because he is kind of wired into the dams. He thinks they have one of the dam experts that is actually regulated and certified by Safe Dams, just like Golder was for us. He is sure that those folks, he guesses some are briefing Andy as well as the City Council in regards to what is the next step. He said he thinks that is kind of what they are looking at.

Mr. Pope said at his level, Mr. Borkowski's office and his office, they need some sort of plan of what to do in the event of a flood, emergency or whatever. At some point in time, they both need that so that we can act together as a team to make sure we are responding to that. He said that neither one of them has that document. He asked to make sure they don't miss it.

Mr. Borkowski said that he was confused because he received a phone call from CH2M Hill a week or so ago to coordinate on the dredging. Mr. Rapson stated that the dredging project has to have the coordination because you are dealing with the permits and you are also dealing with wetlands within the City. Mr. Destadio explained they have to have a City permit to dredge the lake, they have to have a state permits and so on from the Corp of Engineers. They have to have a City permit because it is your lake. That is the only coordination they were doing. Mr. Borkowski stated that they need to know where you are pulling from, where you are going to be hauling the trucks out. Mr. Destadio said absolutely, that has been conveyed. Mr. Rapson said that entire plan has been communicated to your leadership. If they are not communicating it to you, he is not really sure what to say, other than... He said that he will be more than glad to send him a copy of the RFP as well as where the plans are for egress and all that.

Mr. Pope said that we forwarded information that had a drawing of the proposed area for removal. Mr. Destadio said it took three times to figure out the best haul route in light of what has been happening in terms of construction this month. Mr. Pope apologized that Mr. Borkowski did not have that, but we are kind of constricted about our communication method right now. Mr. Rapson stated that he communicated that entire plan to the entire City Council as well, but we will get you a copy of whatever you want.

Vice Chairman Conner asked if all this communication is being done electronically. Mr. Rapson said that it is. Vice Chairman Conner asked if the Water Committee could get copies. Mr. Rapson said that he would pick up everything he has

communicated and send it to Lisa and she will send it to the Water Committee. Mr. Rapson said that Tom Fulton had asked for that and he sent it to him.

Mr. Destadio stated they are on schedule for finishing. The bush hogging will be going on in the areas needed. He stated for the record that the weather has not been good for people stomping around in the mud. They are hoping it will not rain anymore. They are not bush hogging all of it, just the line of site for the survey.

#### **IV. UPDATE ON SECURITY ISSUES.**

Mr. Rapson stated this is primarily the Water System. We are envisioning putting camera systems in and remote security for the Marshals Department, Sherriff, 911, as well as the Water System and Recreation. We did some preliminary analysis on what we are doing. Recreation is actually doing those at some of the key locations. The five waters towers, throughout the system, the distribution system, probably a couple of the water pumping stations. We will be rolling this out.

Mr. Pope said they have met with the security company and they have a map of proposed sites that Mr. Ray is working on. Mr. Rapson said it will be a good system and it will also monitor the water park. What happens today is when you talk to the Marshal's Department they have a rotation and they hit all the different parks. What you don't want is someone driving all the way to Lake Horton or to Lake McIntosh if there is nobody there. If they can remotely pull up three or four cameras and see that nobody is there, then that saves that level of effort and we can focus where it needs to be. The cameras can be put in the water houses and with a motion detector it will alert you that there has been motion. We will be putting those live feeds into the 911 center; Lee will be able to pull them up on his phone. It gives us another level of security that we currently don't have.

Mr. Preau asked about the storage of the live feeds. Mr. Pope said that we are discussing storage; that is the thing about having key events. Key events cameras will record; it will be looking all the time, but it is not going to record anything unless it sees activity, then it will record the activity. The current discussion with the security company is how long we should maintain that; thirty days, seven days, we are not real sure. A terra-byte of hard drive is cheap. They are saying you can have it download images, plug the drive in and download them and put them in a closet somewhere.

Mr. Rapson said that we can do a rolling thirty day record and it just rewrites over it, that type of thing. Mr. Pope said with a thirty day window, if something happens at one of our facilities, we should know that we have got something going on.

Mr. Preau said that has been his experience, thirty days is reasonable, three days is not.

## **V. TANK MAINTENANCE AND REPAIRS.**

Mr. Pope reported that the welders with Tank Pro are here working in the 250K tank in Peachtree City to remove and make metal repairs. Then they will come in and do the sanding and sand blasting inside the tank to recoat and paint the inside of the tank. We are not doing anything external, but we are doing some repairs to the inside of that tank. In conjunction with that we will be bringing before the Water Committee and the Board a contract for ongoing tank maintenance. This is something we should have had in the past. We will go ahead and move forward with having a tank maintenance contract where the tanks will be looked at on a regular basis. It will be stipulated in the contract how often it will be recoated inside and outside. There will be several stipulations in there that we all will probably want to discuss and weigh in on. There will be some particular items in there that will give the maintenance contractors some guides to go by; how we want these tanks maintained into the future, so they will last. The seriousness of this is this is part of our infrastructure. We really are bound to keep those in the best condition possible. Any time we see any rust, no matter how minute or how small we want to eliminate that rust, and put some sort of coating to stop it. We want these tanks to last.

Mr. Rapson stated that we are going to be formalizing a water tank system maintenance type program for the five tanks that we have above ground. Mr. Pope said that he has asked Mr. Destadio to move forward and give us a task order to help review the current reports that we have and look over the scope for the maintenance contract.

## **VI. CHEMICAL IMPROVEMENTS AT CROSSTOWN AND SOUTH FAYETTE.**

Mr. Pope reported that the bid goes out today for the liquid lime system and the actuators improvement system for the pump station. Soon, he would say first of September we should be bringing before everybody a contract for the filter upgrade and the chemical changes. Chlorine dioxide is included on that one. The first of next month that should be ready to go out for bid.

Mr. Destadio commented that is on track with the CIP plan. Mr. Rapson commented that it is always good when we follow the EPD Consent Order. Mr. Pope said that CH2M Hill has done a good job helping us. To ask them to give us this filter by the next month, he knows that was kind of unreasonable, but we are going to get that. That is one of the major ones. He keeps saying the filter rehab, but it is going to include chlorine dioxide and several other things at the plant that are smaller projects. There is a lot lumped into that. That will be coming before the Water Committee. The good news is we are moving forward and are actually now

hitting some of those items that we had on the deficiencies list that we knew were going to take some time. Maybe some construction was involved, some design was involved and now we are getting those things out to bid. He feels like we are beginning to make some more progress. It felt like we were at a stale mate for a while, but it was because of the massive work load that was involved with some of these items. Mr. Rapson commented that design takes a long time.

## **VII. PUBLIC COMMENT.**

Ms. Mary Giles asked if gray water comes from the Water System or WASA. Mr. Rapson stated gray water is a closed system. Ms. Giles explained that Planterra uses gray water to water the golf course. Mr. Destadio said that we used to call it reused water; actually it is reused water now, more than gray water. That comes out of the sewage treatment plant. That is a product that meets all the criteria except drinking water. They can use it for sprinklers; they can use it for golf courses. A lot of times big hotels use it. Out in the front you will see a sign that says it is reused water.

Ms. Giles said if she has a question or comment it should go to WASA. Mr. Destadio agreed.

Mr. Destadio said that it is used quite extensively. You used to have to put it in purple pipe. If you see a sprinkler system with purple pipes coming up that is typically reused water.

Ms. Giles said what she has seen, going down TDK Boulevard to Lake McIntosh Park; Planterra is using very tall sprinklers to water. In one spot they go over TKD Boulevard, just because of the way the land is laid out, she is sure. She said on these warm summer nights, if your windows are down, there is an odor to that water and also it leaves a film on your car that you don't notice until after it is dried. She said she is wondering is that anything that anybody should be concerned about; whether you inhale it or get it on you.

Mr. Hogan stated that is a broad subject and he will be glad to go through that with Ms. Giles.

## **NEW WATER PLANT SCHEDULE**

Mr. Pope said that we are really progressing now. He feels like we are making some good moves to get reorganized. As of last night we started testing the new schedule for the plant operators. When he says testing, we are operating the plant as if we are shutting down the South Fayette plant at midnight every night. This is a bad time of year to shut a plant down, so that is why we are testing to see. It looks like it is going to be a success. Before we actually adjust guys' lives and their schedules, we wanted to make sure that the plants would actually operate this way.



The state is a little nervous about us operating remote pumps at the clear well at South Fayette, but they are probably just going to have to get accustomed to it because we are not violating any laws or rules. We are discussing it; they are a little concerned about us operating pumps at a plant where we don't have operators, but we are doing that at tanks in the system.

Mr. Rapson said, just for the record, the vast majority of system that have two different plants anywhere in the state does this. This is extremely normal on what people do. Fulton County had done this for decades when he was there. People don't even realize. The reason you have remote pumps is so that you can do things remotely.

Mr. Pope stated that our permit is for filtration and chlorination. Those are the items that have to be regulated. The plant would not be chlorinating water with nobody there, but there is chlorine water in that tank. It is constantly monitored. We won't have an operator testing it, but we have online instrumentation monitoring at both plants. He said they are warming up to it. They are a little nervous.

Mr. Destadio commented that they support this. They have talked it over a great deal with Mr. Pope, number one. Number two, you have had the plant go down because of lightning strikes and stuff. You have had to operate one plant before and it has not been a problem.

Mr. Pope said that he called Mr. Rapson a few weeks ago and said we just tested shutting South Fayette down because it was down from 9:00 to 9:00.

#### **LEAK PROTECTION PROGRAM**

Mr. Rapson mentioned that we have rolled out the Leak Protection Program. He has taken about six calls from folks that did not like the fact that they want to opt in versus the opt out. After he got off the conversation and explained what it was; he explained this is an insurance type policy associated with a major leak. Of the six that complained, five of them had major leaks and they talked about how this type of a program could have really helped them. He said that he really has not had a whole lot of negative comments other than the fact that folks think they should opt in versus opt out. If we had gone the other route, which is obviously something staff had talked about at length, then we would have the other extreme, which is I did not realize I had this, I didn't realize what I opted out. Now I have had his major leak and why didn't you do that for me. So, he thinks we kind of erred on trying to do it to the benefit of the majority of folks that might have this type of system. To date, we have had two hundred or so. He thinks it has been well received by the residents. No one likes change, but he thinks this is a positive change. After he had the chance to talk to the six folks that he talked to all six of them elected to be in.

Mr. Destadio commented that with \$3.00 a month that is \$36.00 a year. He had an underground leak that he did not even know about until he got his water bill of

eight hundred and something dollars. That was many years ago, but he still would have liked to have this policy, so he did not opt out.

Mr. Rapson said that he told them as long as you've got a thousand dollar leak within a 27 year cycle, you will get that money back.

Mr. Pope explained that he pointed out to some of them what our attorney had brought up we could have them opt in or opt out and he left it up to us. But, he had said, either way, there are going to be some people who aren't happy. We went with the way that we thought the majority would want to go with. We have had a few people who have not liked it, they feel like they are putting \$3.00 in a pot that is paying for their neighbor who is too sorry to fix that. What he pointed out to them was what was happening before was your friend down the street was having a leak and your dollars was paying for his leak and he wasn't paying anything into the pot. At least now, he got some ownership in that. He is paying for part of the insurance policy. Before, he was getting that protection and wasn't paying a dime. He did give Mr. Davenport kudos there, that he had brought that to our attention. Either way, opt in or opt out, there was going to be some people that would be unhappy. He left that decision up to us, but he did bring that to our attention.

There being no further business, Chairman Pete Frisina adjourned the meeting at 9:40 A.M.

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Peter A. Frisina

The foregoing minutes were approved at the regular Water Committee meeting on the 10th day of September, 2014.

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Lisa Speegle