

CITY OF GRANTVILLE
CITY COUNCIL WORK SESSION MEETING AGENDA
MONDAY, NOVEMBER 8, 2021 at 6:30 P.M.
Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street
Grantville, Georgia 30220

Meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Call to Order

Invocation

Pledge of Allegiance

Citizen Comment Regarding Agenda Items

Approval of Agenda

Discussion/Decision on Livable Centers Initiative (LCI) grant award: consultant to craft the Master Plan

Discussion/Decision on Historic Resources Survey (HRS) grant award: consultant to conduct the HRS

Discussion/Decision on Election for Off-System Energy Sales Margins for the Power Supply Year 2022

Discussion/Decision on Development Agreement between the City of Grantville and Robinson Weeks

Discussion/Decision on making Georgia Certified City Clerk, Roberta Higgins, a salaried employee with appropriate compensation

Discussion/Decision on amending Zoning Ordinance/Subdivision regulations: increase minimum floor area (square footage) for single-family detached dwellings; increase the minimum lot area for single family residential houses; increase the amount of green space required; and require underground utilities with conduit for fiber optics

Discussion/Decision on Planning Commission Meeting Recommendations

Discussion/Decision on Resolution No. 2021-11 Defeated Agenda Items

Discussion/Decision on History/Welcome Center Part-Time Director

Discussion/Decision on CINTAS Rental Service Agreement and ratification of the City Manager's signature

Discussion/Decision on Agreement between the Georgia Department of Human Services, Division of Family and Children Services and City of Grantville Low Income Household Water Assistance Program (LIHWAP)

Discussion/Decision appoint Janice Faircloth to the Historic Preservation Commission to replace vacancy of Ric Marsh

Announcement: A total of eight (8) Grant Applications have been submitted to the State Fiscal Recovery Fund with the assistance of our grant writer, Dennis Hanthorn, City Clerk, City Engineer, Turnipseed Engineers, Crawford Grading and Pipeline and Comcast, in addition to supporting the application of Diverse Power for Broadband Expansion. Our grant applications are: (1) Aerators for the Wastewater Treatment Ponds; (2) Generators for the Lift Stations; (3) SCADA system for the Lift Stations, LAS, and Water Tanks; (4) Waterline Replacement from Banks Street to Church Street; (5) Stormwater Drainage Improvements on Lagrange Street; (6) Stormwater Drainage Improvements at Main/Griffin/West Broad Streets; (7) Wastewater Treatment Plant; and (8) Broadband Expansion in Grantville.

Reminder: City Hall will be closed on Thursday, November 11, 2021 in observance of Veterans Day


Citizen Comments

City Council and Staff Comments

Adjournment



To: Al Grieshaber, Jr., City Manager
City of Grantville

From: Ann Barnes 
Manager, Billing

Date: October 28, 2021

Subject: Election Forms for Off-system Sales Margins &
Voluntary Deposits into the MCT

MEAG Power Participants have the annual opportunity to designate the disposition of off-system energy sales margins. Participants can elect to have sales margins applied as a credit to their MEAG Power bill or deposited into their Municipal Competitive Trust (MCT) account(s). Margins applied to MEAG Power bills will be separately identified by Project on the bill(s). Margins deposited into the MCT will be deposited into the MCT account(s) and investment option(s) on the day that the bill payment is drafted in accordance with the selected option(s) on the completed Off-system Sales Margins Election Form (Form). MEAG Power currently has an evergreen election form (EEF) on file for your organization's election(s). A copy of the retained EEF is attached for your convenience. The EEF designates whether to credit your bill or deposit sales margins into the MCT account(s) per the attached EEF. MEAG will continue executing your off-system sales margins as noted on the attached EEF until directed otherwise. **If you wish to make a change, the 2022 Off-System Sales Margins Election Form must be completed and returned by December 15, 2021 to allow for processing and inclusion of your selected election beginning with the February 2022 bill rendered in March 2022.**

MEAG Power Participants also have the opportunity to voluntarily deposit funds into MCT account(s) and investment option(s) on an annual or more frequent basis, if desired. Voluntary payments and deposits are identified and described on separate lines on your organization's monthly MEAG Power bill. Both the payment and deposit will take place on the day that the bill payment is drafted in accordance with the selected option(s) on a completed 2022 Voluntary Deposits into the MCT Election Form. If you elect to voluntarily deposit funds into the MCT, please contact your Regional Manager to request a blank 2022 MCT Election Form for completion. **Please complete the requested 2022 MCT Election Form and return it by December 15, 2021 to allow for processing and inclusion of the selection beginning with the January 2022 Power Supply bills rendered in February 2022.**

Completed election forms must include signatures matching the authorized signatories on file for each Participant.

Please contact a Regional Manager if you have any questions concerning this matter.

Enclosures

c: Robi Higgins, City Clerk
The Honorable Doug Jewell, Mayor
Jim Fuller, President & CEO
Edward Easterlin, Sr. Vice President & CFO
Stuart Jones, Regional Manager

City of Grantville

ELECTION FOR OFF-SYSTEM ENERGY SALES MARGINS FOR THE POWER SUPPLY YEAR 2022

Please choose between option 1 OR 2 below regarding the distribution of your off-system energy sales margins.

1. Please deposit my entitled portion of the off-system energy sales margins into the Municipal Competitive Trust as follows:

Flexible Operating Account, Short Term Portfolio	% of funds	<u>100%</u>
Flexible Operating Account, Intermediate Term Portfolio	% of funds	_____
*Flexible Operating Account, Intermediate Extended Maturity Portfolio	% of funds	_____
New Generation and Capacity Funding Account, Short Term Portfolio	% of funds	_____
New Generation and Capacity Funding Account, Intermediate Term Portfolio	% of funds	_____
*New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio	% of funds	_____
Total percent of funds		100%

OR

2. Please credit my monthly MEAG Power bill with my entitled portion of each month's off-system energy sales margins.
- If you would like the choice you made above to be permanent, until you notify us in writing otherwise, please check this box. This permanent selection will apply only to your energy sales margin election.

* By authorizing deposits into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role as the Investment Advisor for the Municipal Competitive Trust, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

City of Grantville
ELECTION FOR OFF-SYSTEM ENERGY SALES MARGINS
FOR THE POWER SUPPLY YEAR 2022

By: _____
The Honorable Doug Jewell **Date**
Mayor of Grantville

By: _____
Jim Sells **Date**
Utility Committee Chairperson

Please return this election form by December 15, 2021 to:

MEAG Power
c/o Cindy Carter
1470 Riveredge Parkway NW
Atlanta, GA 30328
ccarter@meagpower.org
Phone: 770-563-0526

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is made as of ____ day of _____, 2021 (the "**Effective Date**"), by and between the **CITY OF GRANTVILLE, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and City Council (hereinafter referred to as "**the City**") and _____, a _____ (hereinafter referred to as "**Owner**").

WITNESSETH:

WHEREAS, Owner is or will be the owner of approximately one hundred twenty five (125) acres of property located at 101 Lowry Road, Grantville, Coweta County, GA, being designated as Tax Parcels G082247001 and G082247011, as more particularly described in Exhibit "A" attached hereto (the "**Property**");

WHEREAS, Owner intends to develop the Property by constructing an e-commerce/industrial warehouse building consisting of approximately 1,021,440 square feet (the "**Project**");

WHEREAS, as part of the development of the Project, Owner would need to provide certain infrastructure for the development of the Property specifically including the design and construction of an independent, on-site sewage treatment facility and related sewer infrastructure on the Property to service the Project; and

WHEREAS, the parties have agreed on a plan to provide sewer infrastructure and on-site treatment facility in a manner mutually beneficial to both the City and the Property.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Scope of Owner Work.

Upon payment of funds by Owner into the "Escrow Account" as described hereinbelow in Section 2, Owner shall undertake the bidding, contract administration, and installation of a certain independent, on-site sewage treatment facility and pump station, along with all related sewer infrastructure necessary to support such facilities (the "**Improvements**"). The preliminary plans for said Improvements are referenced in Exhibit "B" attached hereto and by this reference made a part hereof. The location of the Improvements on the Property is shown in the site plan attached hereto as Exhibit "C" and by this reference made a part hereof. Owner agrees that it will construct the Improvements in compliance with all applicable laws, rules and regulations including without limitation the codes and ordinances of the City of Grantville, Georgia.

2. Payment of Estimated Project Improvement Cost by the City.

(a) Within ____ () days of Effective Date, Owner shall deposit an amount equal to _____ (\$) in accordance with subsection (b) hereinbelow, which amount is agreed by the parties to be one hundred percent (100%) of the estimated cost of the Improvements to be born by Owner in order to serve the Project. This cost has been estimated as the stand alone costs for necessary sewer improvements to develop the Property. Said estimated costs are based upon the agreement of the parties of the estimated flows associated with the proposed Project.

(b) Owner shall deposit said funds in an account (the "**Escrow Account**") with Owner's construction lender. Owner shall be authorized to draw from the Escrow Account for the purpose of paying for any and all costs associated with design and construction of the Improvements. Owner shall maintain records to document any expenditure from the Escrow Account.

(c) Within _____ () days of depositing said funds into the Escrow Account, Owner shall be obligated to commence design and construction of the Improvements and undertake reasonable efforts to complete such work, and shall undertake all reasonable efforts to substantially complete the Improvements within _____ () months from the Effective Date.

3. Transfer of Ownership Upon Completion.

(a) Upon Owner's completion of construction of the Improvements, Owner shall transfer and dedicate, for nominal consideration, all of its rights, title and interest in and to the Improvements to the City. Owner and the City agree to use good faith and commercially reasonable efforts to agree upon the form of all such transfer documents. The parties hereto acknowledge and agree that the transfer documents shall provide, in part, that Owner shall retain all right, title and interest to the Property, and shall grant the City an access easement across the Property to provide access by the City and those employees and agents of the City who will require access to the Improvements in the ordinary course of its intended use. The City agrees to maintain, repair and replace the Improvements as necessary, at its sole cost and expense.

(b) Following the transfer of ownership of the Improvements contemplated in subsection (a), the City shall service, repair, and maintain the Improvements subject to the payment of standard fees commensurate with such services in accordance with the metered use thereof. For the avoidance of doubt, Owner shall be a utility customer of the City with respect to its use of the Improvements and shall have no other rights, interests or obligations with respect to the Improvements above and beyond its use as a customer.

4. Consideration.

In consideration of its contribution to the cost of the Improvements, Owner shall be authorized to employ the improvements in its capacity as a utility customer of the City and connect the Improvements to the Project.

5. Permitting.

Owner will obtain all permits and easements required for installation of the Improvements and the City shall provide to Owner any easements reasonably necessary for the completion thereof. Owner shall identify said easements to the City in a timely manner and the City and Owner shall immediately begin the process of obtaining the necessary easements to construct the Improvements and serve the Project. In the event easements from third unrelated third parties are required in order to construct the Improvements, Owner's obligation to construct the Improvements shall be conditioned upon Owner's ability to obtain necessary easements from those unrelated third parties.

6. Obligations Run with Land.

Owner agrees and covenants that the terms and conditions of this Agreement, and the to-be-executed Improvements Purchase Agreement, shall run with the land and shall bind and inure to the benefit of the heirs, executors, successors in title and assigns of Owner. However, Owner shall not assign this Agreement without the written consent of the City, which shall not be unreasonably withheld, conditioned upon the fact that nothing contained herein shall prohibit Owner or its successors in title from connecting to the public wastewater system, subject to the payment of standard fees and satisfaction of customary permitting requirements.

7. Expenses of the Agreement.

Each party hereto shall pay its own expenses incident to the negotiation, preparation, and consummation of this Agreement and all other agreements executed and delivered by it hereunder or in connection herewith including all fees and expenses of its or their respective counsel and accountants.

8. Miscellaneous.

(a) Modification. This Agreement may be amended or modified only by a written instrument executed by the City and Owner.

(b) Entire Agreement. This Amendment represents the entire agreement between the parties with respect to the subject matter hereof. the City and Owner agree that there are no collateral or oral agreements or understandings between them with respect to the Property or Improvements other than this Agreement. This Agreement supersedes all prior negotiations, agreements, letters, or other statements with respect to the matters addressed herein.

(c) Section Headings. Section headings contained in this Agreement are for convenience of reference only and shall not be deemed to have any substantive effect or to limit or define the provisions contained herein.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, without reference to the conflicts of laws or choice of law provisions thereof.

(e) Binding Effect. This Agreement shall not be valid and binding on the City and Owner unless and until it has been completely executed by and delivered to both parties.

(f) Time of the Essence. Time shall be of the essence of each and every term and condition of this Agreement.

(g) Counterparts; PDF Delivery. This Agreement may be executed and delivered by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement and shall be given full legal effect in accordance with applicable laws.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the date first above written.

OWNER:

_____,
a _____

By: _____ (SEAL)
Name: _____
Its: _____

Signature of Witness

Printed Name of Witness

Sworn to and subscribed before me this ____ day
of _____, 2021

Notary Public

My Commission Expires:

CITY OF GRANTVILLE, GEORGIA

By: _____ (SEAL)
Name: _____
Its: _____

Signature of Witness

Printed Name of Witness

Sworn to and subscribed before me this ____ day
of _____, 2021

Notary Public

My Commission Expires:

**EXHIBIT "A":
LEGAL DESCRIPTION OF PROPERTY**

(to be inserted)

**EXHIBIT "B":
PRELIMINARY DESIGN PLANS AND SPECIFICATIONS**

(to be inserted)

**EXHIBIT "C":
PROPOSED LOCATION OF IMPROVEMENTS**

(to be inserted)

Brennan Jones Engineering Associates, LLC

7513 Mason Falls Dr., Winston, Georgia 30187
(p) 770.688.5148 (f) 770.577.0300

Memorandum

To: Al Grieshaber, Jr., City Manager
From: Brennan D. Jones, P.E., Zoning Administrator
cc: Mayor & City Council
Date: November 5, 2021
Re: November 4, 2021 Planning Commission Meeting Recommendations

The Planning Commission met on November 4, 2021. The meeting agenda and minutes from the Planning Commission Meeting are attached for review. Below are the items that were on the agenda and actions taken by the Planning Commission concerning the items.

1. The planning commission voted to recommend that the City Council adopt a Zoning Ordinance text amendment for Article 5.3, Table 5.3 – Permitted Use Schedule to add Tattoo Shop as an allowed use with Special Use Permit in the General Commercial zoning district. A copy of the proposed zoning ordinance text amendment for Table 5.3 is shown below.

Use Type	SIC	Zoning Districts									
		RD	R20	NUP	R6	CR	PR	OI	GC	LM	GI
BUSINESS, PROFESSIONAL and PERSONAL SERVICES											
<u>Tattoo Shop</u>	<u>7299</u>								<u>S</u>		

2. The Planning Commission voted to approve the Final Plat for Parcel G08 2247-003: Originals of the final plat were delivered to City Hall with the final plat application. The plat will need to be signed by the appropriate City official and then filed with Coweta County Clerk of Superior Court property records division.

END OF MEMORANDUM

THE CITY OF GRANTVILLE, GEORGIA

**RESOLUTION NO. 2021-11
BEFORE THE CITY COUNCIL**

**A RESOLUTION TO REMOVE DEFEATED AGENDA
ITEMS FOR A PERIOD OF SIX (6) MONTHS**

WHEREAS, Agenda Items that have been defeated by a majority of the City Council have been placed repeatedly on the City Council Work Session agenda and the City Council Meeting agenda,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grantville, the Agenda Items that have been defeated by a majority of the City Council can not be placed on the City Council Work Session agenda nor the City Council Meeting agenda for six (6) months.

IT IS SO RESOLVED this 22nd day of November, 2021, by the City Council of the City of Grantville.

Mayor

ATTEST:

City Clerk

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier



**AGREEMENT
BETWEEN**

**THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY
AND CHILDREN SERVICES**

AND

City of Grantville

[Name of Home Water Supplier]

FOR

THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

This Agreement ("Agreement") is made and entered into by and between the Georgia Department of Human Services, Division of Family and Children Services ("DHS-DFCS") and _____ ("Home Water Supplier"), each individually a "Party" and collectively referred to as the "Parties" and shall be effective upon the date of last signature by the authorized representatives of the Parties ("Effective Date").

WHEREAS, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the "State") through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

WHEREAS, Home Water Supplier refers to any private or public entity in the business of supplying water for human consumption and/or wastewater related services to customers through public water systems, such as pipelines.

WHEREAS, DHS and Home Water Supplier are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

WHEREAS, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program ("LIHWAP"). The term "arrearage" includes any past due balance on an account.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

WHEREAS. DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services' Administration for Children and Families, Office of Community Services. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with the public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

WHEREAS. DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES' JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. HOME WATER SUPPLIER RESPONSIBILITIES

Home Water Supplier agrees to:

General:

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier's tax identification number.

2.2. Provide DHS-DFCS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

Financial Information/Billing:

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Water Supplier will provide LIHWAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

4. TERM

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2022 ("Initial Term"), unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year ("Renewal Option") as follows:

Initial Term: Effective Date – September 30, 2022

Renewal Option: October 1, 2022 – September 30, 2023

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties' intent to exercise a renewal option under this Agreement. Renewal is not automatic.

5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. "Responsibilities of the Community Action Agency" are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days' written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party's obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

9. LIMITATION OF LIABILITY

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

11. NOTICE

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

DHS-DFCS:

Project Leader

Cynthia Bryant, MPH
LIHEAP/CSBG/LIHWAP Unit Manager
2 Peachtree Street
Suite 21-253
Atlanta, GA 30303
(404) 463-1679
Cynthia.Bryant@dhs.ga.gov

Contracts Administrator

Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW
Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861
(770) 359-3276 (fax)

Home Water Supplier

Refer to Attachment C for the Home Water Supplier's contact information.

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

12. AMENDMENTS IN WRITING

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

14. ASSIGNMENT

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

15. DISPUTE RESOLUTION

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

16. MISCELLANEOUS PROVISIONS

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

17. WAIVER AND SEVERABILITY

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

18. COUNTERPARTS/ELECTRONIC SIGNATURES

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

19. ENTIRE AGREEMENT

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

20. NONDISCRIMINATION

20.1. The Home Water Supplier shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

21. FRAUD

21.1. The Home Water Supplier will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

(SIGNATURES ON FOLLOWING PAGE)

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Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Chris Hempfling, Deputy Division Director &
General Counsel, DFCS

Date

City of Grantville

[Name of Home Water Supplier]

[Name of signatory], [Title]

Doug Jewell
Mayor

November 22, 2021
Date



ADMINISTRATION FOR
CHILDREN & FAMILIES

330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under 45 CFR Part 75. In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants.

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report SF-425 Federal Financial Report. Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

Low Income Household Water Assistance Program (LIHWAP)
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- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. Project Period. The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. Liquidation Deadline. All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
- a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "Single Audit Act").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
- a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

- c. the number and income levels of households assisted by this award;
- d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
- e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
- f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.

11. The following are the program requirements, consistent with instructions in P.L. 116-260, Section 533 and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:

- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
- b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
- c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 - 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 - 2. supplemental security income payments under title XVI of the Social Security Act;
 - 3. food stamps under the Food Stamp Act of 1977;
 - 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 - 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);

or

- ii. households with incomes that do not exceed the greater of the following:
 - 1. an amount equal to 150 percent of the poverty level for such state; or
 - 2. an amount equal to 60 percent of the state median income;
 - 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.

- d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the Pandemic Emergency Assistance Fund and the U.S. Department of Treasury's Emergency Rental Assistance Program.

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the Emergency Rental Assistance Program.
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

Low Income Household Water Assistance Program (LIHWAP)
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- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor's Authorized Official

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

Tom C.
X Rawlings

Digitally signed by Tom C. Rawlings
DN: cn=Tom C. Rawlings, o=Georgia
Division of Family and Children
Services, ou=Director,
email=tom.rawlings@dhs.ga.gov, c=US
Date: 2021.04.27 11:00:54 -0400'

Governor's Authorized Official

ATTACHMENT B

RESPONSIBILITIES OF THE COMMUNITY ACTION AGENCY

- a. Based on established criteria, determine household eligibility for LIHWAP based on the State's approved Grantee State Plan in a timely manner.
- a. Accept and process referrals from the Home Water Supplier for LIHWAP
- b. Provide payment to the Home Water Supplier after a household has been determined eligible for services rendered pursuant to this Agreement,
- c. Batch payments based on Home Water Supplier and application completion date. Home Water Supplier will receive paper checks with a report featuring Applicant Name, last four digits of the Social Security Number, Account Address, Account Number, Account Name, and Approved Benefit Amount from the administering Community Action Agency.
- d. To secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Water Supplier. The Community Action Agency represents and warrants to the Home Water Supplier that it has obtained an Authorization for Release of General and/or Confidential Information from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHWAP. The Release authorizes any utility service provider, including the Home Water Supplier that participates in LIHWAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty- four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Water Supplier if any eligible household under LIHWAP at any time declines to authorize the Home Water Supplier to disclose such information to the

Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Water Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Water Supplier from any and all losses, costs, damages or expenses incurred by the Home Water Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Water Supplier's participation in LIHWAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

- e. Notwithstanding the foregoing, the DHS-DFCS do not indemnify and/or hold harmless neither the Home Water Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Water Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Water Supplier, or on the Home Water Supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Water Supplier (collectively, the "indemnity Claims"). This indemnification extends to the successors and assigns of the Home Water Supplier, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Water Supplier. The Home Water Supplier shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.
- f. Be responsible for planning and prioritizing funds for households in communities throughout their serving area with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds.

Water Utility Information Form

ATTACHMENT C

Company Name: <i>City of Grantville</i>	Doing Business As (DBA), if applicable:
Home Water Supplier's Legal Name (as used on Federal Tax Return for Business): <i>City of Grantville</i>	Company Owner Name: <i>City of Grantville</i>
Type of Entity: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Government Entity <input type="checkbox"/> Trust <input type="checkbox"/> Estate Utility: <input type="checkbox"/> Investor Owned <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Cooperative <input type="checkbox"/> Limited Liability Company (LLC) Is the LLC incorporated? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Single Member or <input type="checkbox"/> Multiple Member	Taxpayer Identification (ID) Number: <u><i>58-6000585</i></u> <input type="checkbox"/> Social Security Number (SSN) <input checked="" type="checkbox"/> Employer Identification Number (FEIN) <input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)
Program Primary Contact Name/Title: <i>Al Grieshaber Jr.</i> <i>City Manager</i>	Primary Contact Telephone Number: <i>(770) 583-2289 ext. 2007</i>
Primary Contact Email Address: <i>agrieshaber@grantvillega.org</i>	Mailing Address for Payments: <i>P.O. Box 160</i> <i>Grantville, GA 30220</i>
Office Physical Address: <i>123 Lagrange Street</i> <i>Grantville, Georgia 30220</i>	Office Fax Number: <i>(770) 583-2280</i>
Contact Name/Title Regarding Payments: <i>Al Grieshaber Jr.</i> <i>City Manager</i>	Telephone Number Regarding Payments: <i>(770) 583-2289 ext 2007</i>
Mailing Address for Payments: <i>P.O. Box 160</i> <i>Grantville, GA 30220</i>	Email Address Regarding Payments: <i>agrieshaber@grantvillega.org</i>
SERVICES PROVIDED AND BILLED BY HOME WATER SUPPLIER	
<input checked="" type="checkbox"/> Water Fees <input checked="" type="checkbox"/> Wastewater/Sewer Fees <input type="checkbox"/> Other _____ <input type="checkbox"/> Stormwater Fees <input type="checkbox"/> Groundwater Fees	

Low Income Household Water Assistance Program (LIHWAP)
DHS-DFCS and Home Water Supplier

HIGHLIGHT EACH COUNTY SERVED BY THIS COMPANY

_____ STATEWIDE (check if you serve the entire state)

- | | | | |
|--|---------------------|---------------------|---------------------|
| _____001 Appling | _____041 Dade | _____081 Jefferson | _____121 Richmond |
| _____002 Atkinson | _____042 Dawson | _____082 Jenkins | _____122 Rockdale |
| _____003 Bacon | _____043 Decatur | _____083 Johnson | _____123 Schley |
| _____004 Baker | _____044 DeKalb | _____084 Jones | _____124 Screven |
| _____005 Baldwin | _____045 Dodge | _____085 Lamar | _____125 Seminole |
| _____006 Banks | _____046 Dooly | _____086 Lanier | _____126 Spalding |
| _____007 Barrow | _____047 Dougherty | _____087 Laurens | _____127 Stephens |
| _____008 Bartow | _____048 Douglas | _____088 Lee | _____128 Stewart |
| _____009 Ben Hill | _____049 Early | _____089 Liberty | _____129 Sumter |
| _____010 Berrien | _____050 Echols | _____090 Lincoln | _____130 Talbot |
| _____011 Bibb | _____051 Effingham | _____091 Long | _____131 Taliaferro |
| _____012 Bleckley | _____052 Elbert | _____092 Lowndes | _____132 Tattnall |
| _____013 Brantley | _____053 Emanuel | _____093 Lumpkin | _____133 Taylor |
| _____014 Brooks | _____054 Evans | _____094 Macon | _____134 Telfair |
| _____015 Bryan | _____055 Fannin | _____095 Madison | _____135 Terrell |
| _____016 Bulloch | _____056 Fayette | _____096 Marion | _____136 Thomas |
| _____017 Burke | _____057 Floyd | _____097 McDuffie | _____137 Tift |
| _____018 Butts | _____058 Forsyth | _____098 McIntosh | _____138 Toombs |
| _____019 Calhoun | _____059 Franklin | _____099 Meriwether | _____139 Towns |
| _____020 Camden | _____060 Fulton | _____100 Miller | _____140 Treutlen |
| _____021 Candler | _____061 Gilmer | _____101 Mitchell | _____141 Troup |
| _____022 Carroll | _____062 Glascock | _____102 Monroe | _____142 Turner |
| _____023 Catoosa | _____063 Glynn | _____103 Montgomery | _____143 Twiggs |
| _____024 Charlton | _____064 Gordon | _____104 Morgan | _____144 Union |
| _____025 Chatham | _____065 Grady | _____105 Murray | _____145 Upson |
| _____026 Chattahoochee | _____066 Greene | _____106 Muscogee | _____146 Walker |
| _____027 Chattooga | _____067 Gwinnett | _____107 Newton | _____147 Walton |
| _____028 Cherokee | _____068 Habersham | _____108 Oconee | _____148 Ware |
| _____029 Clarke | _____069 Hall | _____109 Oglethorpe | _____149 Warren |
| _____030 Clay | _____070 Hancock | _____110 Paulding | _____150 Washington |
| _____031 Clayton | _____071 Haralson | _____111 Peach | _____151 Wayne |
| _____032 Clinch | _____072 Harris | _____112 Pickens | _____152 Webster |
| _____033 Cobb | _____073 Hart | _____113 Pierce | _____153 Wheeler |
| _____034 Coffee | _____074 Heard | _____114 Pike | _____154 White |
| _____035 Colquitt | _____075 Henry | _____115 Polk | _____155 Whitfield |
| _____036 Columbia | _____076 Houston | _____116 Pulaski | _____156 Wilcox |
| _____037 Cook | _____077 Irwin | _____117 Putnam | _____157 Wilkes |
| <input checked="" type="checkbox"/> 038 Coweta | _____078 Jackson | _____118 Quitman | _____158 Wilkinson |
| _____039 Crawford | _____079 Jasper | _____119 Rabun | _____159 Worth |
| _____040 Crisp | _____080 Jeff Davis | _____120 Randolph | |

Failure to identify all counties served may result in the denial of benefits for households.



RECEIVED
REC'D MEDICALS
11/2/2021

City of Grantville Application for Commissions & Boards

Please note: This application is considered to be public record

Date: 10-27-21

I am interested in being considered for appointment to the following commissions and boards:

- Historic Preservation Commission
- Planning & Zoning Commission
- Ethics Board
- Downtown Development Authority

Name of Applicant: Janice Faircloth

Home Address: 167 Calico Loop Grantville, GA 30220

Home Phone: 770-252-6650 Email: janicef248@gmail.com

Number of Years as Grantville Resident? 9

Nominated by (if not by self): Selma Cody

Occupation: self employed Business/Company Name: JLFhealthsolutions LLC

Work Address: same as home City: _____ Zip Code: _____

Work Phone: 770-252-6650 Fax Number: 866-738-3301

Preferred Mailing Address: Home Work

Do you currently serve on any Grantville Commissions/Boards? Yes No

If so, which one(s)? _____

Schools Attended and any Certifications or Degrees earned:

after high school - one year of business education

Professional experience (including professional memberships and previous employment):

Banking, mortgage lending, insurance license - Medicare sales

Community Activities (Civic clubs, volunteer activities, service organizations, etc):

Comments/special qualifications: _____

Why do you want to serve on this commission/board? to become more involved in my community of Grantville

Signature: Jamie Faircloth Date: 10-27-21

Instructions for Submitting Completed Application

Once the application form has been completed in full, please turn into the City Clerk's Office at City Hall, 123 Lagrange Street, Grantville, GA 30220.

Thank you for your interest in volunteering to serve on a City of Grantville commission or board! The duties and responsibilities vary greatly, however members are expected to attend all regularly scheduled meetings (most commissions/boards meet once monthly). Additional responsibilities will often include conducting independent research outside of these regular meetings in furtherance of the goals and objectives of the commission or board.
