

City of Mansfield

AGENDA

City Council Meeting Agenda
July 13, 2020 – 7:00 p.m.
Mansfield Community House
Page 1 of 1

- I. Call to Order:
 - a. Reminders: Qualifying runs all this week, July 13-17, 8:30-4:30 and there is a Comprehensive Plan survey on the city's Face Book page
- II. Agenda Approval:
- III. Invocation & Pledge of Allegiance:
- IV. Citizen's Comments on Agenda: *Limited to Agenda Items only for 5 minutes each*
- V. Approval of Minutes:
 - a. June 8, 2020 Council Meeting Minutes
 - b. June 8, 2020 Public Budget Hearing Minutes
- VI. Old Business:
 - a. Bramlett Realty to appraise the Mural Building
- VII. New Business:
 - a. Veritas Code Enforcement
 - b. Consecutive Water Agreement
 - c. TSPLOST Resolution and Intergovernmental Agreement (IGA)
 - d. Installation of 6' chain link fence for safety and securing of Mural Building
 - e. Letter for wells to be installed on Spears Road
 - f. The purchase of a new lawn mower
 - g. Agree to accept the rollback rate of 3.867% for the 2020 Millage Rate
 - h. CM Rogers proposal to clean the Poplar Street sewer main
- VIII. Citizen's Comments on Non-Agenda Items: *Limited to 5 minutes each*
- IX. Adjournment:

City of Mansfield

MINUTES

City Council Meeting Minutes
July 13, 2020 – 7:00 p.m.
Mansfield Community House
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PRESENT: GW Davis Jr, Helen Robertson, Austin Mitchell, Bryan Hale

VIA TELEPHONE: Blair Northen

OTHERS PRESENT: Miranda Hale, Ashley Kelly, Kory Wilson, Elsie Smith, Walter Tuggle

The honorable mayor GW Davis Jr called the meeting to order at 7:00PM and shared that the mayor pro tempore Mr. Northen was attending by phone and added that if anyone is interested in running for council to replace Mr. Perry Lunsford, qualifying runs all this week, July 13-17, 8:30AM – 4 :30PM. He also announced the Comprehensive Plan survey on the city's Face Book page and encouraged all to participate.

Councilman Austin Mitchell made the motion to accept the revised agenda that moved VI. Old Business item a. and VII. New Business items a. – d. to below item h. until Scott Cole, the City Attorney arrives. Councilman Helen Robertson made the second. The motion passed 4/0.

The honorable mayor GW Davis Jr lead everyone in The Lord's Prayer and led the pledge.

Mr. Kory Wilson, 3433 Hwy 213, commented on VII. New Business item d. saying that before building a fence around the Mural Building the property should be surveyed to avoid a dispute in the future. He said there are 11 pins that need to be recovered or replaced. He also reminded council of Kevin Settles, a local surveyor.

There were no comments on non-agenda items.

Councilman Austin Mitchell made the motion to accept the June 8, 2020 Council Meeting Minutes and the June 8, 2020 Public Budget Hearing Minutes. Councilman Bryan Hale gave the second. The motion passed 4/0.

Mayor Davis explained that he was contacted by the Spears family to supply water to property being divided into estate lots on Spears Rd. The Spears family originally contacted Newton County who told them Spears Rd is in Mansfield's water district, however, the 8/10 mile of watermain that would need to be installed to service 4 houses would be a very long recovery period versus the cost of the installation so they requested permission to drill wells to service water to the lots. Councilman Austin Mitchell made the motion to grant letters for wells on Spears Rd. Councilman Helen Robertson gave the second. The motion passed 4/0.

After reviewing the 3 bids for the new lawn mower purchase, Councilman Austin Mitchell made the motion to accept the bid from Ag-Pro Companies i/a/o \$7,274.99 for a John Deere Z915E ZTrak – 1TC915EVHLT081648 mower. Councilman Bryan Hale gave the second. The honorable mayor GW Davis Jr explained that this is a model the city already has and can be maintained easier. Councilman Blair Northen echoed the mayor and added that John does the maintenance himself. The motion passed 4/0.

Item g. was misrepresented on the agenda and was to accept the tax digest provided by the Newton County Tax Commissioner. Councilman Austin Mitchell made the motion to accept and Councilman Bryan Hale gave the second. The honorable mayor explained that the county lets us know if we would have a tax increase or not by providing the digest figures to the city. If the city does not accept the rollback rate there would be an increase, however, we are going to budget with the existing figure to prevent an increase. The motion passed 4/0.

Councilman Bryan Hale made the motion to accept the proposal by CM Rogers to clean the Poplar St sewer main. Councilman Austin Mitchell gave the second. The mayor explained that this is a recommendation made by Mr. Tim Thompson, who says the chemicals he uses will be more effective in the future by having this lined cleaned. The motion passed 4/0.

There was a short adjournment at 7:20PM to wait on the arrival of the city attorney.

At 7:32PM the meeting resumed.

Councilman Austin Mitchell made the motion to move forward with Bramlett Realty appraisal on the Mural Building and Councilman Bryan Hale gave the second. Mr. Scott Cole it is a good real estate practice to get a reputable appraisal. The honorable mayor pro tempore Blair Northen explained that he tried to get others to bid but that Mr. Bramlett was the only one to respond. Mr. Scott Cole said he believed there is a survey but not sure if it is of the most recent owner. The honorable mayor GW Davis Jr said there is a map that indicates there may be an alley that divides the property that the adjoining landowner has built on into the alley. The motion passed 4/0.

The honorable mayor pro tempore Blair Northen made the motion to table the approval of hiring Veritas for code enforcement until the recommended changes by the city attorney be discussed with Veritas. Councilman Bryan Hale gave the second. The motion passed 4/0.

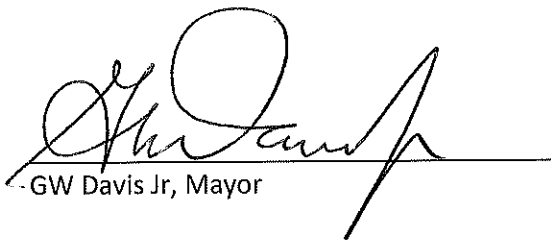
Councilman Austin Mitchell made the motion to accept the Consecutive Water Agreement and Councilman Helen Robertson gave the second. The motion passed 4/0.

Councilman Bryan Hale made the motion to table the TSPLOST Intergovernmental Agreement (IGA) to have time to ask for additional concessions. Councilman Austin Mitchell gave the second. The motion passed 4/0.

The honorable mayor GW Davis Jr began addressing VII. New Business Item d. by asking the city attorney, Scott Cole, if there are things we can do other than put up a fence for the safety and security of the Mural Building. He explained that the adjacent property owner is using the city's property for parking, picnicking, and other forms of entertainment that could be a liability for Mansfield. Mr. Cole said the city could ask the property owner to sign an indemnification agreement asking them to indemnify the City.

Councilman Austin Mitchell made the motion to put up signs at the Mural Building and ask for the adjacent property owner to sign the indemnity agreement and if he refuses, to put up a fence and this will be left up to the mayor's discretion. Councilman Bryan Hale gave the second. The motion passed 4/0.

The meeting adjourned 8:06PM.




GW Davis Jr, Mayor

Vacant, Post 1




Helen Robertson, Post 2



Blair Northen, Post 3, Mayor Pro Tempore



Austin Mitchell, Post 4



Bryan Hale, Post 5



STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2020, by and between Bureau Veritas North America, Inc., (herein called "BVNA"), and the City of Mansfield (herein called "Client").

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.
2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually. *renews annually*
3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.
4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:
 - (a) Fees and all other charges will be billed to Client monthly.
 - (b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law.
 - (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees.

5. **Responsibilities of Client.** Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "Rights") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. **Use of Data or Services.** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be and remain the property of BVNA and shall be used solely by the Client, and only the Client is allowed to rely on such work product. If the Client re-uses or modifies or a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought and any costs, damages, expenses or liabilities, including reasonable attorneys' fees, arising out of or related to such reliance or such re-use or modification. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against BVNA and BVNA's Consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents.

8. **Relationship of Parties.** BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. **Standard of Care.** **BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.**

10. **Indemnity.** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's negligent performance of services or material breach under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

11. **Limitation of Liability.** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "BVNA") for all claims for negligent professional acts, or errors or omissions arising out of this Agreement for services is limited to \$50,000 or, if greater, the compensation received by BVNA under this Agreement.

12. **Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

13. **Insurance.** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured. Client shall name BVNA as additional insured on its Builder's Risk policy.

14. **Cause of Action.** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

15. **Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

16. Resolution of Disputes. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

17. Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

18. Releases. All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

19. a. Termination for Convenience. Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination. In addition, Client shall pay BVNA for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses BVNA incurs because of the termination; and a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate BVNA for completing the Services.

b. Termination for Cause. BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. Termination by Client. If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

d. Termination by BVNA. If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services

20. Force Majeure. A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy,

expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

21. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

22. **Remedies.** The obligations and remedies provided herein are exclusive and in lieu of any other rights or remedies available at law or in equity.

23. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

24. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 800
Plano, Texas 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

25. **Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

Sunshine Law

26. Miscellaneous. This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

27. Non-Solicitation / Hiring of Employees.

- (a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.
- (b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

28. Prevailing Wage. This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

29. Interpretation of Agreement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

30. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

31. Third Party Beneficiary. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

32. Assignment. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no

consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

CLIENT

By: _____

Print Name: _____

Title: _____

Date: _____

BVNA

By: _____

Print Name: _____

Title: _____

Date: _____

DTQRR: _____

Date: _____

Attachment A - Scope of Services

Attachment B – Fee Schedule

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT B
FEE SCHEDULE

CLIENT INITIALS: _____

BVNA INITIALS: _____

**CONSECUTIVE WATER SYSTEM
INTERGOVERNMENTAL AGREEMENT**

THIS CONSECUTIVE WATER SYSTEM INTERGOVERNMENTAL AGREEMENT (“Agreement”) is by and between Newton County, Georgia, (“Newton County” or “the County”) a political subdivision of the State of Georgia acting by and through the Board of Commissioners of Newton County, and certain in-County customers including the Newton County Water and Sewerage Authority (“NCWSA”) a body corporate and politic of the State of Georgia acting by and through its Board of Directors, and the City of Covington, Georgia (“Covington”), the City of Mansfield, Georgia (“Mansfield”), the City of Newborn, Georgia (“Newborn”), the City of Oxford, Georgia (“Oxford”), and the City of Porterdale, Georgia (“Porterdale”) (collectively, “the Cities”), each a municipal corporation of the State of Georgia acting by and through its Mayor and City Council.

RECITALS:

WHEREAS, the County operates certain water treatment facilities, including the Cornish Creek Water Treatment Facility and the Williams Street Water Treatment Facility (collectively with all of the County’s facilities related to raw water collection, withdrawal, transmission, and finished water treatment, storage, and transmission, the “Treatment Facilities”) (Parent System ID#2170097 Lab J029);

WHEREAS, the NCWSA and the Cities each operate water distribution systems that are directly or indirectly connected to the Treatment Facilities and that receive treated water from the Treatment Facilities, each individual water distribution system being identified as follows: NCWSA ID# 2170004; the City of Covington ID# 2170001; City of Mansfield ID# 2170002; City of Newborn ID# 2170003; City of Oxford ID# 2170020; City of Porterdale ID# 2170014 (collectively, the “Distribution Systems” and together with the Treatment Facilities, the “Consecutive System”);

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution, counties, cities, and public authorities may enter into intergovernmental agreements for the provision of services and the joint or separate use of facilities and equipment, and each of the parties to this Agreement is authorized by law to provide for the development, storage, treatment, purification, and distribution of water;

WHEREAS, in August 1994, the parties entered into a 25-year Consecutive Water System Agreement;

WHEREAS, on June 27, 2019, the parties entered into a 1-year Consecutive Water System Agreement with an effective date of August 1, 2019, and the parties desire to renew the essential terms of that agreement with certain additions, modifications and clarifications as provided below;

NOW THEREFORE, in consideration of the mutual benefits to the parties and all of the citizens and customers they represent, and for other good and valuable consideration as set forth below, the sufficiency of which is hereby acknowledged, the parties do agree to the following

1 Approved 7/13/2020
Council Meeting JT

terms:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated in and made part of this Agreement by this reference.
2. Term and Termination. This Agreement shall come into effect on August 1, 2020 (the "Effective Date"), shall have an initial term of 10 years, and shall automatically renew for additional consecutive 10-year terms upon expiration of the preceding term. Any party may opt out of the renewal of the term by providing notice to the other parties at least six months before the end of the then-current term. Withdrawal shall not terminate this IGA as to the remaining parties.
3. Previous Agreements Superseded. Upon the Effective Date, the parties' previous Consecutive System Agreements signed in 1994 and 2019 shall be deemed terminated and fully superseded by this Agreement.
4. Points of Interconnection and Testing Locations. A diagram of the Consecutive System, showing the location of the various points of interconnection between the Treatment Facilities and each of the Distribution Systems is attached to this Agreement as Exhibit A. For purposes of establishing the rights and duties of the parties under this Agreement, this diagram will serve to demonstrate the physical boundaries where one party's system begins and another party's system ends. The County maintains a separate detailed map of all testing locations, which is subject to regular change; the County shall make copies of this map available to the other parties promptly upon request. No modification to the actual infrastructure or points of interconnection in the field will terminate this Agreement or render this Agreement invalid.
5. Metering Equipment and Pressure. At each point of interconnection within the Consecutive System, the County shall install, maintain, and calibrate a flow meter. The County will make a reasonable effort to maintain at least the minimum pressure required by state and/or federal regulations at the point(s) of connection to the consecutive water system.
6. Water Treatment and Quality.
 - a. The County shall treat the water it supplies to the Distribution Systems in accordance with all applicable federal and state standards and requirements. This Agreement does not require the County to treat water to a standard more stringent than required by law, and the County shall retain full discretion in the means and methods of treatment.
 - b. The County is responsible for providing water that complies with all legal standards as of the point the water exits the Treatment Facilities. The Cities and the NCWSA retain the responsibility for the quality of water received by their respective customers, and the City and NCWSA remain responsible for additional treatment, if necessary, to treat water that degrades in quality during passage through the Distribution Systems.
 - c. No party may receive into any Distribution System water originating from a source other than the Treatment Facilities without first notifying the other parties. NCWSA's Operating Permit (ID#2170004) allows blending of drinking water with Rockdale

County (through its entity Rockdale Water Resources) for up to four (4) million gallons per day (MGD) of drinking water for emergency purposes only. NCWSA will notify Newton County and the Cities when said source is utilized. The County will have no responsibility under this Agreement to treat water from any alternative source.

- d. The County will retain discretion in operating the Treatment Facilities, and the discretion to modify or expand Treatment Facilities as reasonably appropriate to efficiently and economically supply water to the parties. Any decision to decommission a Treatment Facility shall require the agreement of the County, the NCWSA and the Cities. Nothing in this Agreement will supersede any rights of Covington or the County, established in separate contracts between the County and Covington, pertaining to the Williams Street Water Treatment Facility, and Covington and the County anticipate that they will extend the lease term for that facility through a separate agreement to be signed concurrently with this Agreement. The parties acknowledge that continuation of the Williams Street Water Treatment Facility (in lieu of decommissioning) is anticipated to require prompt and substantial capital improvements that are not contemplated by the current Newton County Water System Strategic Plan and they consent to such reasonable capital improvements (along with rate increases necessary to finance such capital improvements).

7. Water Testing and Reporting.

- a. The County shall be solely responsible for all water quality monitoring and reporting required by law throughout the entire Consecutive System. The County's responsibilities encompass all monitoring and reporting required by law, including the: Revised Total Coliform Rule; Surface Water Treatment Rule (SWTR); Groundwater Rule; Stage 1 and Stage 2 Disinfectants and Disinfection Byproducts Rules (D/DBP Rule); Radionuclides Rule; Lead and Copper Rule; Inorganics and Organics (Phase II/V) Rule; Arsenic Rule; Fluoride Rule; and any other requirements of the federal Safe Drinking Water Act and the Georgia Rules for Safe Drinking Water.
- b. This Agreement shall not require the County to test more frequently or more stringently than required by law, and the County shall retain full discretion in the means and methods of testing, provided the testing complies with applicable legal standards and does not unduly interfere with the other parties' operations.
- c. For purposes of carrying out its testing responsibilities, the County may access its testing such locations at any time with no advance notice, and by this Agreement the Cities and the NCWSA parties hereby grant the County a right of access with vehicles and equipment for such purpose.
- d. The County's responsibility for water quality monitoring and reporting will not make the County responsible for any noncompliance found in the results of such monitoring, other than noncompliance attributable to the County.

8. Maintenance of Systems and Responsibility for Legal Compliance.

- a. Each party shall be solely responsible for proper operation, maintenance and repair of

its individual portion of the Consecutive System, including taps, repair, flushing and general upkeep, and customer service requirements including meter reading and upkeep of the meter system. Except as to duties expressly assigned to another party by this Agreement, each party is responsible for keeping its portion of the Consecutive System in compliance with all applicable laws, including water conservation requirements.

- b. Each party shall notify (hereinafter the “Initial Notice”) all other parties as soon as it knows or has a basis to reasonably suspect that water anywhere in the Consecutive System fails state or federal quality standards (hereinafter, a “Water Quality Problem”). The Initial Notice shall be by the method most reasonable and expedient under the circumstances of the Water Quality Problem. Within forty-eight (48) hours of the Initial Notice of a Water Quality Problem the impacted members of the Consecutive System shall convene a meeting (whether in person or via telephone conference). The purpose of the meeting shall be to discuss the Water Quality Problem, including cause(s), response, duration, solutions, repairs, maintenance, public notice, and all other necessary matters to address the severity and extent of the Water Quality Problem. Following resolution of the Water Quality Problem, the party sending the Initial Notice shall notify each party that the problem has been resolved.
 - c. Based on testing and analysis of the source of the Water Quality Problem, the party(ies) responsible shall pay any and all penalties and fines issued. If testing demonstrates that water within one party’s system is noncompliant, but water concurrently supplied to that party’s system is in compliance, there shall be a presumption of responsibility on the part of the party operating the system where the noncompliance is observed.
 - d. Water Quality Problems may trigger certain legally-required public notification requirements. The County will be responsible for issuing the required public notification when the Water Quality Problem originates from the Treatment Facilities. When the Water Quality Problem is localized to one or more Distribution Systems, the impacted parties will be responsible for providing notice in their respective service areas.
 - e. The County will not supply water from a Treatment Facility during any period when the quality of water produced at that Treatment Facility does not meet state and federal standards for human consumption (i.e. a “primary” water quality violation). The County will notify the affected parties but will continue to supply water during any period when water produced by a Treatment Facility is safe for human consumption but fails a standard of aesthetic quality (i.e. a “secondary” water quality violation).
9. Communication with the EPD and EPA. The County will be the liaison to the Georgia Department of Natural Resources Environmental Protection Division (EPD) and the United States EPA (EPA) on behalf of all of the parties for Water Quality Problems caused by the Treatment Facility. In this capacity, the County will be responsible for providing to EPD/EPA proof of public notification in response to any Water Quality Problem arising from its treatment of water (if required by law), communications regarding sampling and testing results, and collection and submittal to the EPD and EPA of penalties and fines. In the event of a Water Quality Problem caused by the Treatment Facility, the County will issue public announcements

and notify each City/NCWSA, which will be responsible for communicating directly with its customers regarding the issue. In addition, the County will perform routine monitoring of water quality throughout the Consecutive System, and in the event of a Water Quality Problem will notify the EPD (or EPA as necessary), along with the affected City and/or NCWSA. If the Water Quality Problem arises from a portion of the Distribution System, the responsible City and/or NCWSA will be responsible for paying all fines, issuing public notices, and must directly interact with EPD in resolving the issue.

10. Payment for Water Supplied.

- a. The NCWSA and each City purchasing water from the County shall pay for potable water based upon the actual quantity of water taken multiplied by an in-county uniform rate to be set periodically by Resolution of the Newton County Board of Commissioners. In the event the NCWSA or a City disputes the accuracy of the meter reading associated with its bill, it shall notify the County in writing within thirty (30) days of receipt of the invoice; all meter readings not disputed within thirty (30) days will be considered final and not subject to dispute. For purposes of adjusting for any demonstrated meter inaccuracy, the amount billed for any period of inaccuracy will be the average of the monthly water flow readings immediately before and after the period of inaccuracy, times the number of months in which the inaccuracy persisted. If significant conditions exist which would cause this calculation to be unreasonable (e.g., significant dry weather event occurring in month that meter reading is considered accurate) or if the inaccuracy is minor (less than 5%), the County and the respective customer can mutually agree to another method of estimating the amount of water flow for billing purposes. All rates, fees and charges for service will be applicable to the adjusted water sales.
- b. Until updated with a rate modification, the NCWSA and each City shall pay the current uniform in-county rate of \$2.24/thousand gallons.
- c. Subject to the limitations below, the County shall have discretion of when to set and adjust the uniform in-county rate, provided that the following conditions are met:
 - The uniform in-county rate shall be based on a wholesale rate study / model, to be prepared and updated at least once every three years by an independent, qualified, outside rate consultant (or equivalent outside expert), which incorporates the audited operational, maintenance, capital costs, existing debt service obligations of the water enterprise fund as of the date of approval of this Agreement (including all debt related to the formerly-proposed Bear Creek reservoir), future-incurred debt service, and replacement costs attributed to the Treatment Facilities, and that will sustain the County's long term operation and replacement of its facilities. The rate study will be consistent with the most recent Newton County Water System Strategic Plan (as further defined below), provided that (subject to the requirements of Section 12(d)), the County may decide to construct certain capital improvements and instruct the rate study to include a rate to pay for the cost of such improvements, even if the improvements are not contemplated in the most recent Newton County Water System Strategic Plan.

- The County shall provide a detailed explanation of each item used in computing the rate, including identification of each debt service item in enough detail to enable verification. Data used to calculate revenues shall be provided when rate structure changes are proposed. This data shall include debt service amortization schedules, bond covenant requirements, operating expenses in the form of financial statements for proposed capital projects, anticipated out-of-County water sales amounts, and such other data as is reasonably available to evidence that qualifying anticipated expenses form the basis of the proposed rate structure.
 - The County shall formally adopt or adjust its rate at least once every five years.
 - The NCWSA and each City shall receive at least thirty (30) days prior written notice of any meeting called by the County for the purpose of setting a rate together with a written itemization evidencing that the elements constituting the rate are limited to those elements permitted hereinafter at subsection (e).
 - The NCWSA and each City shall be entitled to send a representative to attend any such meeting and participate during the comment phase of the meeting.
- d. Any adoption to increase the uniform in-county rate shall occur by March 31st of any year and take effect on July 1st of such year.”
- e. The County shall have discretion in determining the uniform in-county rate, subject to the limitations below. The County may not:
- Charge a non-uniform base rate to the NCWSA and Cities (however, the County reserves the right to add charges to the base rate to reflect any costs attributable the special needs of a particular in-county party).
 - Use water revenues in a manner inconsistent with the treatment of the County system as an enterprise fund. The County may use water revenue only for water-related purposes and not as a source of general funds (the County may temporarily transfer money between its water fund and its other funds for convenience, but shall keep accounting records demonstrating no net transfer of water revenue to other County funds).

The rate specifically may include:

- Revenues sufficient to finance water supply and treatment-related capital additions, improvements, replacements and renewal of capital facilities, including the payment of debt service.
- Revenues necessary to comply with any covenants made in connection with the issuance of revenue bonds or other debt used to finance the County’s water production, storage and treatment system.
- Revenues sufficient to operate, maintain, repair, manage and administer the County water system, including all staff salaries, benefits and overhead, as well as the cost of updating the Newton County Water System Strategic Plan as provided for in this Agreement.
- Revenues sufficient for the maintenance of funds and investments necessary for the prudent operation of the County water system, including revenues necessary to maintain the integrity of the County water system’s financial accounts and a six (6)

month contingency reserve.

- An appropriate adjustment for revenue to be generated by anticipated out-of-County water sales.

11. Wheeling Charges.

To the extent any party transmits treated water through its Distribution System intended for another party or non-party governmental recipient of water produced by the Treatment Facilities, the party accommodating such transmission through its infrastructure shall not charge a pass-through or “wheeling” charge. To the extent a Distribution System must be expanded to accommodate an increase in flow required by either the owner of the Distribution System or a downstream recipient, the party responsible for the increase in flow shall be responsible for the cost of constructing new or expanded water mains within the Distribution System (or if both parties are partially responsible, they shall bear the cost pro-rata). Determination of which parties are responsible for increased flow demand shall be made with reference to the Newton County Water System Strategic Plan and available water modelling data of historical usage. To the extent a Distribution System must be expanded to accommodate the County’s sale of water to an out-of-County customer, the County shall be responsible for the cost of constructing new or expanded water mains within the Distribution Systems in order to accommodate the flow intended for an out-of-County customer (including wholesale customer or intergovernmental customer).

12. Communications Regarding Water Requirements, Capital Improvements, and Strategic Planning.

- a. The County desires to fully satisfy the water quantity requirements of the Cities and the NCWSA, which may include expanding the County’s treatment capacity and permitting authorization as necessary to meet demand.
- b. By February 1, 2022, and February 1 of every subsequent even-numbered year during the Term of this Agreement, each of the Cities and NCWSA shall individually provide the County with a five-year and ten-year projected estimate of its water demand. The Cities and NCWSA shall also individually notify the County as soon as reasonably possible regarding anticipated major new sources of demand.
- c. Within three months following submission of the estimates referenced in Section 12(b), and at other times, if reasonably necessary based upon new information submitted, the parties shall meet to discuss the Newton County Water System Strategic Plan.
- d.
 - i. The County shall have full discretion to undertake any capital improvement that is consistent with the Newton County Water System Strategic Plan or that is reasonably expected not to increase the in-county uniform rate under Section 10.

- ii. If the County desires a capital improvement to expand/modify a Treatment Facility where the capital improvement is reasonably expected to increase the in-county uniform rate under Section 10, and if such capital improvement is not consistent with the then-current Newton County Water System Strategic Plan, the County shall notify the Cities and NCWSA and at the request of any City or NCWSA the parties shall promptly convene a meeting to discuss the proposed improvement. The Cities and NCWSA shall be given a reasonable opportunity to present arguments against the proposed improvement and alternatives to the proposed improvement. After hearing the concerns of the Cities/NCWSA, the County shall then have discretion to proceed despite any outstanding objections of the Cities and NCWSA.
 - iii. The County may not construct any new facilities (ie. that are not reasonably characterized as expansions/modifications of existing Treatment Facilities) that are reasonably expected to increase the in-county uniform rate under Section 10, unless such facilities are consistent with the Newton County Water System Strategic Plan.
 - e. Newton County Water System Strategic Plan. The Newton County Strategic Water Plan: Forecasts and Capacity Evaluations, dated May 14, 2019, , attached hereto as Exhibit B, is hereby accepted by the parties and shall be the Newton County Water System Strategic Plan until further updated. Every three years during the duration of this Agreement, or more often as needed, the parties shall collaborate on the commissioning and preparation of a Water System Strategic Plan to be performed by a qualified third-party provider as selected by all parties jointly, and contractually engaged by the County. The plan shall include information to be provided by the parties as described herein as to water requirements and capital improvements. The cost of the Water System Strategic Plan updates shall be added to the County's operating costs and included in the calculation of the in-county uniform water rate. Upon completion, updates to the Newton County Water System Strategic Plan shall automatically take effect and become part of this Agreement. Updates to the Water System Strategic Plan as prepared by the selected expert consultant shall be presumed acceptable and correct. However, any party dissatisfied with an element of any updated/revised Newton County Water System Strategic Plan may propose specific objections. If the objections are supported by the technical recommendation of a separate independent expert selected by majority vote of the parties, the expert consultant who prepared the Water System Strategic Plan update will be asked to consider revising the Plan to account for the objections. The determination of the consultant who prepared the Plan as to whether to accept or reject the objections shall be binding.
13. County as Exclusive Provider. Throughout the term of this Agreement, the County shall serve as the exclusive provider of potable water to NCWSA and the Cities. If the County cannot meet the requested demand, the supplied party shall be free to negotiate its purchase, from an outside supplier, of the amount by which its additional demand exceeds the amount of water available from the County plus an additional 1.0 MGD; provided, however, that the supplied

party will remain obligated hereunder to purchase all additional demands of water exclusively from the County for the duration of this Agreement if the County can supply the requested demand in a timely manner. If a supplied party has access to emergency water supplies of its own, that party may use such supplies in response to an EPD declaration of a “Level-2” or more severe drought for Newton County; any use of emergency supplies shall be preceded by notice to all other parties to this Agreement and shall comply with all conservation measures implemented by the State/EPD. The parties agree to cooperate in projecting a timetable of future water demands anticipated to be placed on the County water system and timely update Newton County Water System Strategic Plan, so as to prevent if possible any disruption of the availability of County-supplied water.

14. Cooperation; Interruption of Service. In the interest of enhancing the public health and welfare within their shared community, the parties agree to cooperate in every reasonable way to assist one another in avoiding, identifying, repairing, and mitigating the harm caused by equipment failures, pressure losses, leaks, power failures and other situations that cause water service interruptions or Water Quality Problems. It is understood that occasional failures of equipment, pressure losses, leaks, power failures and other situations may render it impractical or impossible for service to be continued or for reasonable water flow to be maintained until the cause of the interruption can be remedied or repaired. Should such an interruption or decrease in water flow occur, NCWSA / Cities shall be foreclosed from any action against the County and shall release and to the extent allowed by law, indemnify the County and its officers and employees from any losses, damages, expenses, legal costs or attorney's fees incurred from any action or claim by one or more users or customers of NCWSA/Cities (as applicable) relating to such interruption or decrease in water flow. Nothing herein shall require indemnification of the County for any acts of gross negligence or intentional acts of the County or any of its officers or employees.
15. Sales to Out-of-County Customers. Except for existing contracts in force as of the Effective Date, 2020, the County's 2020/21 updates to its contracts with the Alcovy Shores Water & Sewer Authority and the Jasper County Water & Sewer Authority, and the County's 2020/21 update to its contracts with Walton County, the County shall not allocate water capacity to entities outside of Newton County without first presenting the proposed allocation to the other parties. All such out-of-County allocations must be consistent with any existing or amended Newton County Water System Strategic Plan adopted by the parties or existing agreements for the out-of-County sale of water.
16. Exclusion of Non-Potable Water. Non-potable water is specifically excluded from this Agreement. If NCWSA or any City owns or develops a non-potable, wastewater reuse, or gray water system, it shall maintain such system separate from its potable water system, and avoid any cross-connection between the two.
17. Drought Management & Water Conservation. Should it become necessary for the County to restrict the use of water or employ drought management measures with NCWSA and Cities for the purpose of conserving the raw water supply in the event of a local drought period, or drought as declared by Georgia EPD, NCWSA and Cities shall enforce identical restrictions, except where special conditions require any entity to make modifications in its restrictions.

All parties shall be given the reason for the modifications to the restrictions. During any period of drought or outage, the County, NCWSA, and Cities shall promptly use their best efforts to manage the drought and its restrictions. NCWSA and Cities further agree to enforce any such restrictions upon its customers through local code and law enforcement officers, as required.

18. Force Majeure. In case by reason of force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean any cause beyond a party's reasonable control, including acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, and droughts or other partial or entire failure of water supply. Should the County's ability to produce water be materially reduced by reason of force majeure, then the County shall prorate the water available to it between its customers on the basis of their relative water purchases from the County during the preceding year and the County shall not be obligated hereby to deliver to any party any water in excess of its share under such proration. The parties acknowledge that the County has entered, and may enter, water supply contracts with out-of-County customers. The County agrees that it will use its best efforts, when making contracts with out-of-County customers, to have an adequate safety factor built into the County water system to ensure no interruption of service to in-County customers.
19. E-Verify and Title VI. The parties agree that any contracts let to fulfill the requirements of this Agreement shall contain all required E-verify and Title VI requirements under applicable law.
20. Severability. If any portion of this Agreement shall be held to be invalid, illegal, void or otherwise unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable but that, by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
21. Governing Law, Disputes and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Newton County, Georgia, or the U.S. District Court for the Northern District of Georgia, and the parties hereby submit to the jurisdiction and venue of such court.
22. Good Faith and Fair Dealing. The parties hereto acknowledge that they are entering into a long-term agreement with many possible difficulties that will be encountered in the future,

which cannot now be foreseen or provided for adequately in this Agreement, and that this Agreement will possibly require modification or supplementation in the future as circumstances may require, which the parties may resolve between themselves by mutual agreement and document in a written amendment to this Agreement, properly approved by both parties.

23. Entire Agreement. This Agreement embodies and sets forth all the provisions, agreements and understandings between the parties and supersedes all prior communications or agreements, whether oral, written or understood, regarding the subject matter of this Agreement.
24. Assignment. This Agreement may not be assigned by any party, unless such assignment is approved in writing by all the other parties.
25. Modification. No subsequent alteration, amendment, modification, change, addition, or waiver of any of the terms and conditions of this Agreement shall be binding upon the parties hereto unless the same is reduced to writing and signed, sealed and delivered by the parties to this Agreement.
26. Waiver. No delay or omission of either party to exercise any right or power accruing upon any default shall impair any such right and power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the event any covenant contained in this Agreement shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
27. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and both of which shall constitute but one and the same instrument.
28. Interpretation. The parties hereto have cooperated in the preparation of this Agreement and it shall not be interpreted or construed against or in favor of either party by virtue of identity, interest, or affiliation of its preparer.
29. Third Party Beneficiaries. This Agreement is entered into for the benefit of the parties hereto only and shall confer no benefits, direct or implied, to any third persons or authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.
30. Joint Meetings. The parties, through their appropriate representatives, agree to hold joint meetings in each quarter of each calendar year or as the parties mutually agree. The purpose of these joint meeting will be to discuss matters of common interest to all parties including, but not limited to, amendments or revisions to their Conservation and Drought Contingency Plan (as may be updated from time to time), amendments or revisions to the consecutive system wholesale water rates, the construction of capital improvements to serve the consecutive system, and any additional items related to water.

31. Notification. Any notices required to be given pursuant to the provisions of this Agreement shall be given in writing and shall be deemed received, and shall be effective when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the other party at the address given below, or at a substitute address previously furnished to the party by written notice in accordance herewith:

To Newton County:

Director of Newton County Water Resources
11905 Alcovy Road
Covington GA 30014

With a copy to:
c/o Chairman
Newton County Board of Commissioners
1124 Clark Street
Covington, Georgia 30014

To the City of Covington:

To the City of Mansfield

To the Newton County Water & Sewerage Authority

Executive Director, NCWSA

To the City of Newborn

To the City of Oxford

To the City of Porterdale

32. Records. Each party shall maintain records relating to matters covered by this Agreement as required by Georgia law; provided that such records shall be maintained for no fewer than three years following the termination of this Agreement.

33. Authority. Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or board in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract,

and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

34. Incorporation into Minutes. By execution of this Agreement, each of the parties warrants and covenants that notice of the execution of this Agreement shall be spread upon the minutes of action of each respective party, and a copy of this Agreement attached thereto and incorporated therein by express reference hereto.

IN WITNESS WHEREOF, the parties, pursuant to authorizing resolutions duly passed and recorded in their respective minutes of action, have executed this Agreement in duplicate original on the date indicated next to each signature line below.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, all parties hereto have agreed as of this ___ day of _____
20__.

NEWTON COUNTY, GEORGIA

By: _____

Marcello Banes, Chairman

(COUNTY SEAL)

Attest:

Jackie Smith, Clerk

NEWTON COUNTY WATER &
SEWERAGE AUTHORITY

By: _____

Mike Hopkins, Executive Director

Attest:

Secretary

CITY OF COVINGTON

By: _____

(SEAL)

Attest:

Clerk

[Signatures Continued on Next Page]



CITY OF MANSFIELD

By: *Alan G. Smith* - Mayor

Attest:

Jana T. Snyder
Clerk

TOWN OF NEWBORN

By: _____

(SEAL)

Attest:

Clerk

[Signatures Continued on Next Page]

CITY OF OXFORD

By: _____

(SEAL)

Attest:

Clerk

CITY OF PORTERDALE

By: _____

(SEAL)

Attest:

Clerk

Exhibit A



Newton County, City of Covington, and all other entities involved in the GIS mapping process hereby disclaim any warranty or any other liability for the accuracy of this data, whether in printed or digital format. All data provided by said entities is for informational/planning purposes only and may not be relied upon as evidence of the location of property lines, topographical features, landmarks, monuments or for any other legal purpose. Any questions about the GIS mapping process can be answered by calling Newton County/City of Covington GIS at 878-625-1620.

Master Meters Newton County Water

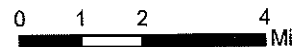
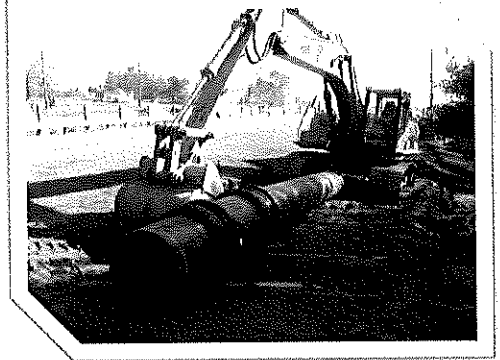
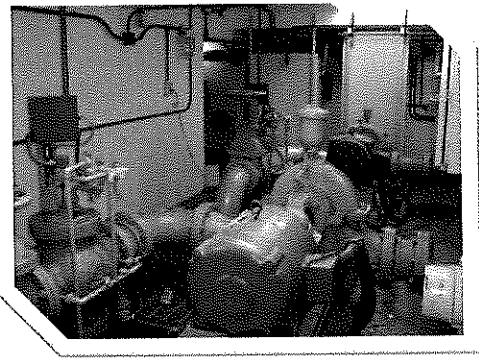


Exhibit B

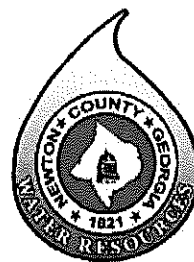
Newton County Strategic Water Plan

Forecasts and Capacity Evaluations



Newton County Water Resources Department
Newton County Water & Sewerage Authority

May 14, 2019



Newton County Strategic Water Plan Forecasts and Capacity Evaluations

Prepared For

Newton County Water Resources Department

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Prepared by



Executive Summary

Newton County Water Resources Department and the Newton County Water & Sewerage Authority (NCWSA) have jointly undertaken this Newton County Water System Strategic Plan - a proactive and inclusive process to assess the needs of the systems that rely on the water resources and infrastructure of Newton County.

The Newton County Water Resources Department owns and operates the water supply sources and treatment facilities for the County, which includes the Cornish Creek Reservoir and Water Treatment Plant (WTP). The Water Resources Department also operates the Williams Street WTP, which is owned by the City of Covington. The NCWSA, which purchases water from Newton County, distributes this water to its customers in the unincorporated portions of Newton County and conveys water to the cities within the County as well as wholesale customers located outside the County, including the following:

- City of Covington
- City of Mansfield
- Town of Newborn
- City of Oxford
- City of Porterdale
- Wholesale customers:
 - Alcovy Shores Water & Sewerage Authority
 - Jasper County Water & Sewerage Authority
 - Walton County Water Department

In addition to drinking water, several of the cities and the NCWSA share wastewater treatment facilities. The City of Covington and NCWSA each own and operate a water reclamation facility (WRF) to which Oxford and Porterdale convey wastewater flows for treatment. The NCWSA and Covington jointly own a land application system for effluent management. NCWSA is in the process of constructing a new WRF that will discharge to the Little River, part of the Oconee River Basin, to which Mansfield also has a stream discharge from the Mansfield wastewater treatment facility.

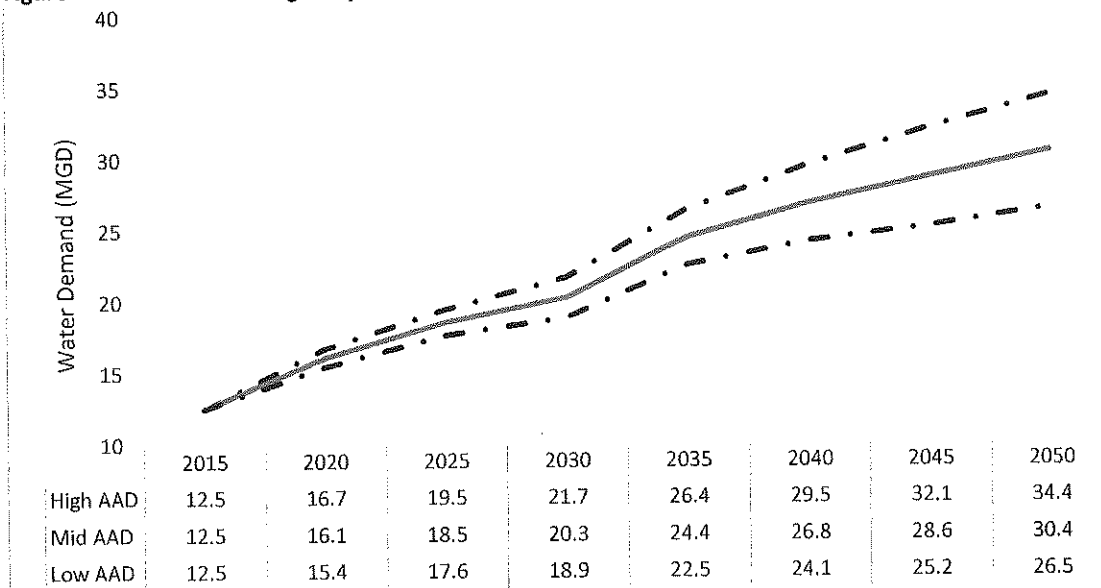
Because the Cities, County and NCWSA share water resources, it is important to work together to develop a long-term view of water supply and treatment needs as well as capacity for wastewater. This Strategic Water System Plan provides an opportunity to capture the vision for growth for service provider and develop future water demands and wastewater flows to identify capacity shortfalls and future needs to support continued economic health.

Overall, the population of Newton County is anticipated to nearly double by 2050 to 195,000 people. Businesses, schools and services will also grow over the planning period to support that population. In addition, Covington-Newton County economic development has actively sought

out new employers for the County with success, attracting large industries such as biopharmaceuticals, data centers and movie studios/production. Several large acreage tracts are identified for targeted industrial development in the eastern portion of the County. Each City and the County was asked to provide input to the planning process by sharing future land use plans and/or comprehensive plans for longer term concepts of growth and development.

Water demand forecasts were developed for each service provider based on population forecasts, planned growth and targeted developments. The water demands for the wholesale customers, Walton County, Alcovy Shores and Jasper County Water & Sewerage Authorities, were provided by representatives for each of these utilities. The water demand for Newton County and its wholesale customers is presented in Figure ES.1. As seen, the middle forecast, the most likely, is expected to increase from 12.5 million gallons per day (MGD) in 2015 to 30.4 MGD in 2050, which is more than doubling over the planning period due primarily to the anticipated industrial growth.

Figure ES.1: Annual Average Day Water Demand Forecasts



Comparing the available water supply and treatment to the forecasted water demands is known as a gap analysis. The difference in the values indicates whether additional water supply or treatment capacity is needed over the planning period.

Based on the gap analysis Based on this analysis, Newton County has adequate water supply and the ability to construct adequate water treatment capacity to 2050 and possibly beyond. Walton County has adequate water supply capacity for well beyond 2050 but needs additional water treatment capacity in the near-term. Both Newton County and Walton County have worked together to provide water to customers for many years in a mutually beneficial arrangement; continuing that cooperation and collaboration allows both utilities to have adequate water supply and treatment through the planning horizon and beyond.

Wastewater flow forecasts were also developed for the sewer service providers in the County, which includes NCWSA, Covington, Mansfield, Oxford and Porterdale. The county-wide wastewater flows are expected to increase from 4.3 MGD in 2015 to 13.6 MGD in 2050 on an annual average day basis. The flow forecasts indicate that the wastewater needs in Newton County will more than triple over the planning period, resulting from sewer extensions and industrial development. Over the planning period, expansions will be required at the Yellow River WRF, Covington WRF and the Land Application System. In addition, NCWSA is in the process of design and construction of the new Little River WRF with plans for it to be operational by 2022. The Little River WRF will support the targeted development in the eastern portion of the County.

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Section 1. Introduction

Newton County is comprised of several water and wastewater service providers who share the County's water resources. The Newton County Water Resources Department owns and operates the Cornish Creek Water Treatment Plant (WTP) and operates the Williams Street WTP, which is owned by the City of Covington.

The Newton County Water & Sewerage Authority (NCWSA), which purchases water from Newton County to distribute to its customers in the unincorporated portions of Newton County and conveys water to the cities within the County as well as wholesale customers located outside the County.

The cities of Covington, Mansfield, Newborn, Oxford, and Porterdale, located within Newton County, provide water service to customers within each City's service area. In addition, Walton County Water Department (Walton County), Jasper County Water & Sewerage Authority and Alcovy Shores Water & Sewerage Authority also purchase water from Newton County. Each of these systems have interconnected distribution systems with master meters to track the amount of water used within their service boundary.

NCWSA and the Cities of Covington, Oxford and Porterdale also have independent wastewater collection systems and shared treatment and effluent management systems. The City of Mansfield owns and operates a wastewater treatment facility that provides service to its customers.

With the sharing of water resources and infrastructure, it is important to consider the combined needs and plan for future infrastructure to meet those needs. The first step in developing the overall strategic plan is to establish the future needs based on each service providers vision for growth and expansion. The water demands and wastewater flow forecasts for each system is developed through 2050 and presented in this report.

Section 2. Population Projections

Each connected system is a wholesale customer of Newton County and obtains delivery of this water via the water distribution network operated by the NCWSA. With all the systems relying on the same water supply source and water treatment facilities, as well as discharging wastewater to a shared watershed, this strategic plan provides an ideal opportunity for the systems to discuss challenges and opportunities to meet the future needs of each represented system. To facilitate the discussions, meetings are scheduled to present results from the planning process and provide an opportunity for input and feedback.

In 1997 the Georgia State Legislature passed House Bill (HB) 489 that requires counties and cities to develop a Service Delivery Strategy (SDS) to prevent overlap and duplication of services. The cities within Newton County, as well as the County and the NCWSA established a SDS for various services, including water and sewer service. The SDS defines service area territories for each water and sewer provider within the County. The agreement can be amended and revised; Newton County and its cities have revised the SDS in 2002, 2006 and 2010. The current SDS for water and sewer service areas are shown in Figure 2.1A and 2.1B along with the city limits.

Figure 2.1A: Water Service Areas

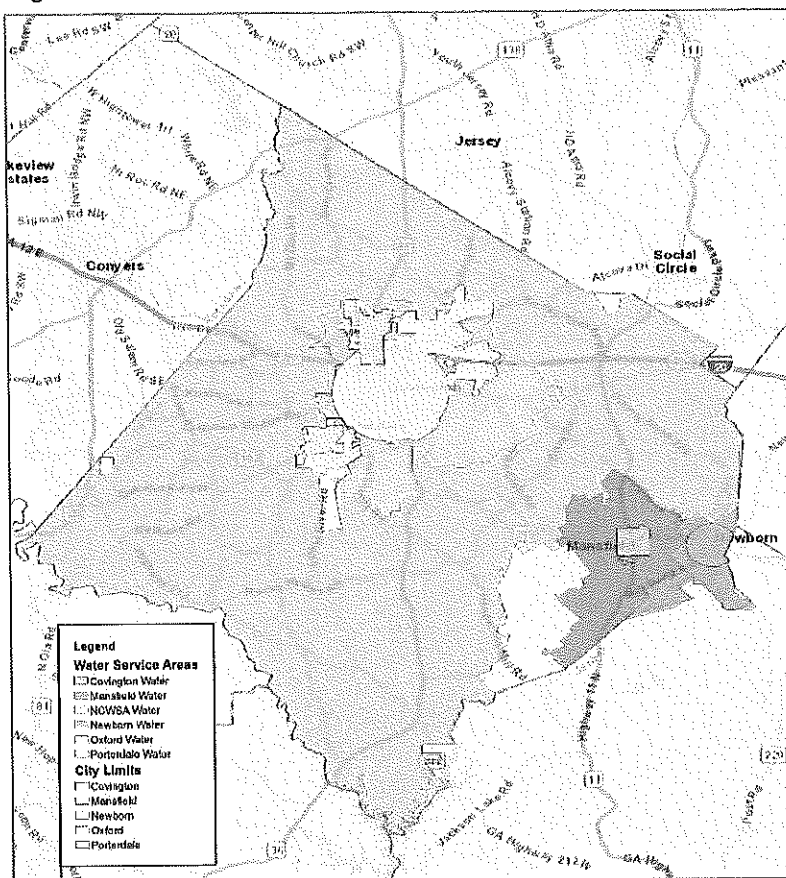
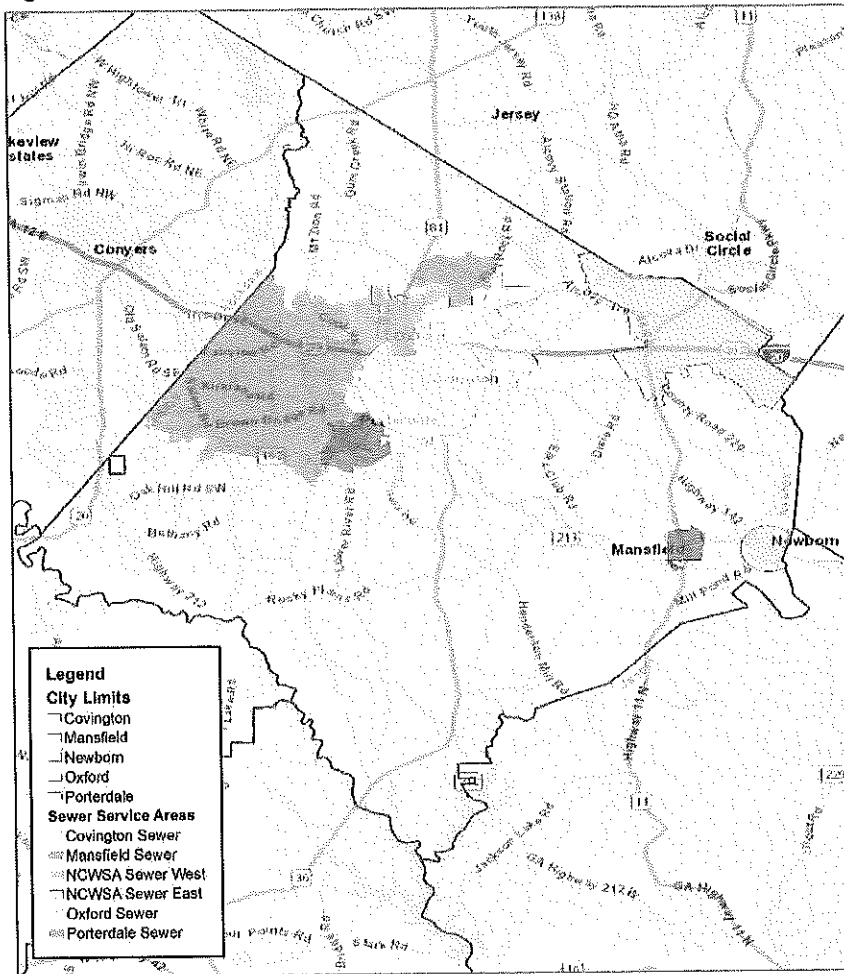


Figure 2.1B: Wastewater Service Areas



Future Growth and Development Plans

As an initial step in the planning process, meetings with each system as well as planning agencies were conducted to obtain City or system-specific insights into future growth plans and visions. The County and the Cities define this future vision in a Comprehensive Plan and Future Development Map that is updated every 10 years. To gain additional context on plans for growth for each service area, meetings were held with representatives from the following:

- Newton County Development Services
- Covington Planning and Zoning
- Newton County-Covington Economic Development
- City of Oxford
- Town of Newborn
- City of Mansfield
- City of Porterdale
- Alcovy Shores WSA
- Jasper County WSA
- Walton County

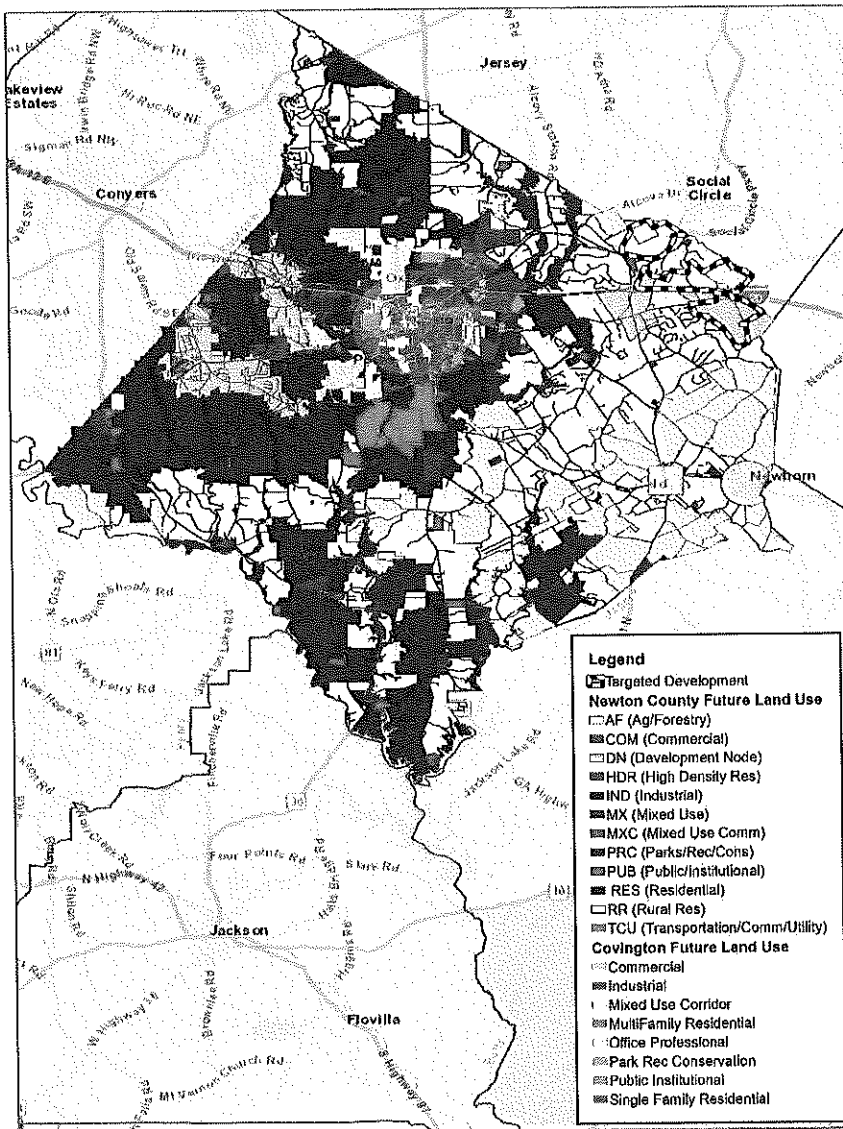
A brief summary of future development plans is presented below:

Newton County updated its Comprehensive Plan in 2018, providing the basis for future planning for the County. The Comprehensive Plan indicates higher density residential growth in the western portion of the County, near Rockdale County, which is consistent with current development trends. East of Hwy 11 and south of Hwy 278, residents desire to maintain the rural character. From discussions with the Newton County-Covington Economic Development director, the County has identified three mega-sites for targeted development in the I-20 corridor near Walton and Morgan Counties. These mega-sites are well suited for large industrial developments; the preferred industry types are automobile manufacturing, bio-pharmaceuticals and/or data centers. Ancillary adjacent development is needed to support these industries, such as hotels, training/conference centers and restaurants. Figure 2.3 presents the location of the proposed mega-sites and planned commercial and industrial development.

City of Covington also updated its Comprehensive Plan in 2018, providing a plan for growth and development within the City. The City (and the County) have enjoyed renewed interest as a location for the film industry. To accommodate and encourage the film industry, the County and the City are jointly working to develop studio infrastructure, under the working name of Three Ring Studios. The entertainment media site, located near the Covington airport and downtown, would be developed over 700 acres and provide sound stages and other support services for the film industry. Based on the Comprehensive Plan and conversations with the Planning Department, there is a move towards multifamily residential infill, with mixed use being the preferred development type, particularly the midrise type apartment with lobbies and commercial support services located in the building. The City does not anticipate large water using industries to locate within the City.

Figure 2.2 presents the future land use map for Newton County and the City of Covington along with areas of targeted development. Note the pinks and purples on the map indicate areas for future industrial and development nodes. The reds indicate higher density residential while the yellows and greens show areas where rural residential and agricultural is planned. Generally, the higher density residential development is located on the western side of the County.

Figure 2.2: Future Land Use and Targeted Development Areas



City of Mansfield updated its Comprehensive Plan in 2016. The historic downtown area is undergoing renovations and updates, providing opportunities for retail and restaurants to locate in the area. Growth opportunities in the County in the Stanton Springs area near I-20 may have implications for the City as the employees look for a community in which to live.

Town of Newborn is currently updating its Comprehensive Plan. The town has a quaint downtown area, with opportunities for retail, including a recently located Dollar General just outside of the downtown area. Newborn plans to remain a residential community and is focused on preserving its historic character.

City of Oxford adopted its 2018 Comprehensive Plan Update in February 2018. The City of Oxford is home to Emory University's Oxford College, which has a campus population of approximately 1,000 students and 1,100 faculty and administrative staff. The City of Oxford has

a residential community feel which it desires to maintain. Limited commercial growth is anticipated over the planning period.

City of Porterdale, formerly a mill town, is experiencing regentrification as the old mill was purchased and renovated into lofts overlooking the Yellow River. The residential development spurred commercial and retail development. Additional retail and restaurant development is anticipated for the City along with additional residential growth. The City updated its Comprehensive Plan in 2016.

Alcovy Shores Water & Sewer Authority provides water service to a residential community, Alcovy Shores, located on Jackson Lake just inside Jasper County as well as a commercial customer just outside the entrance to the development. The Alcovy Shores community is fully built out. In 2017, the Alcovy Shores WSA had 277 active customers. According to the water system permit conditions, a maximum of 285 service connections are allowable without approval by GA EPD. As a result, Alcovy Shores Water and Sewer Authority expects its water demands to remain relatively unchanged over the planning period.

Jasper County Water & Sewer Authority purchases water from Newton County to provide water to residential customers. Jasper County WSA does not anticipate any significant changes in growth or water demands over the planning period.

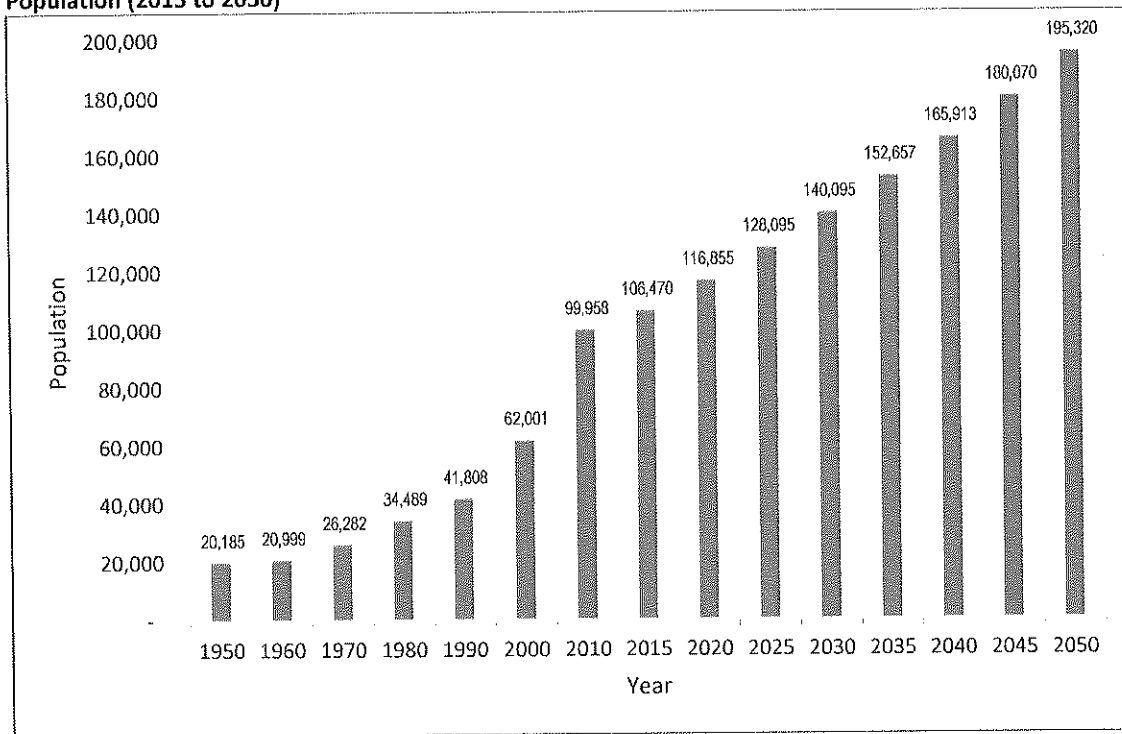
Walton County Water Department has a contractual agreement with Newton County Water Resources Department for a maximum of 25% of the Cornish Creek WTP capacity, which is currently 6.25 million gallons per day (MGD). Walton expects primarily residential growth but has also included a reserve capacity in water demands to allocate a portion of water for economic development initiatives.

Population Growth

Anticipated population growth is an important element for consideration in developing water demands and wastewater flow forecasts. Residential and commercial water demands and wastewater flows are directly related to the population served. Industrial water demands and wastewater flows are related to the type of manufacturing and production process and is considered separately.

Historical population data from the 1950 to 2010 decennial census were obtained, along with population forecasts from 2015 to 2050, developed by the Georgia Office of Planning and Budget (OPB). The historic and projected populations for Newton County are presented in Figure 2.3.

Figure 2.3: Newton County Population: Historic U.S. Census Population (1950-2010) and OPB Projected Population (2015 to 2050)

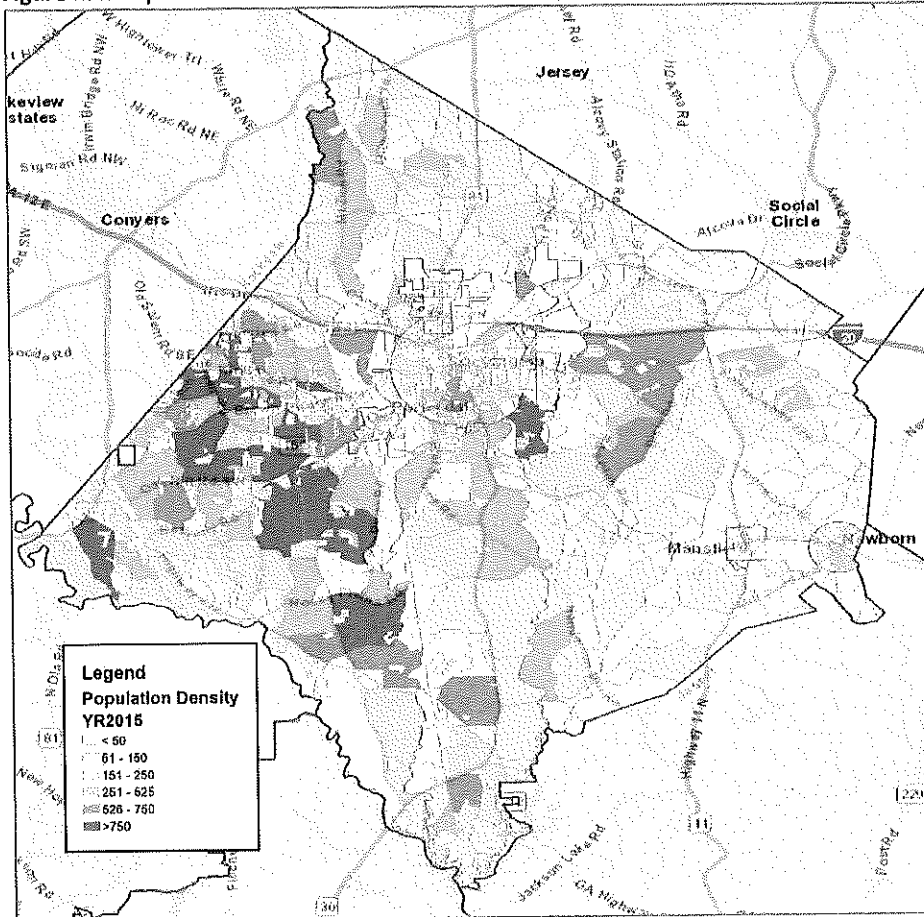


As seen in Figure 2.3, the most dramatic population change occurred between 2000 and 2010 when a 60% increase in the population occurred. With the economic downturn that began in 2008, the population growth has slowed, but is still robust. The housing market is strong, and the County enjoys the lowest unemployment rate in the State of Georgia. Over the planning period, the growth rate is expected to be steady with the population nearly doubling.

While the overall population forecasts are important, it is also vital for infrastructure planning to identify where people are located and will be located within the county. Geospatial population data was obtained for census blocks within Newton County from the U.S. Census Bureau. The Census Block Group data can then be aggregated into City Limit boundaries, water and wastewater service area boundaries and watershed basins based on United States Geologic Survey (USGS) Hydrologic Unit Code basin delineations (HUC-12 boundaries). From discussions with the Newton County Development Services Director, the population distribution among census blocks within the County has remained stable for the past three census counts. Based on this observation, it was assumed that the future population distribution would be the same as current.

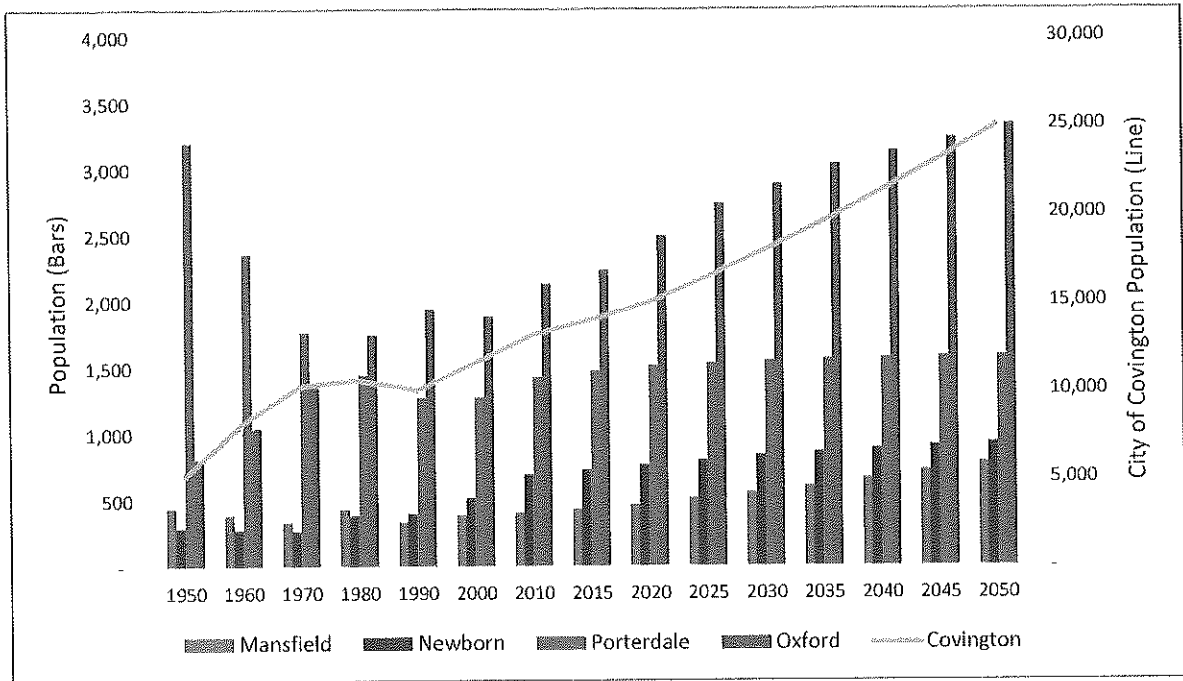
Figure 2.4 presents the population distribution for the County in 2015; the darker shades indicate higher population counts while the lighter shades indicate more rural development and fewer people.

Figure 2.4: Population Distribution in Newton County



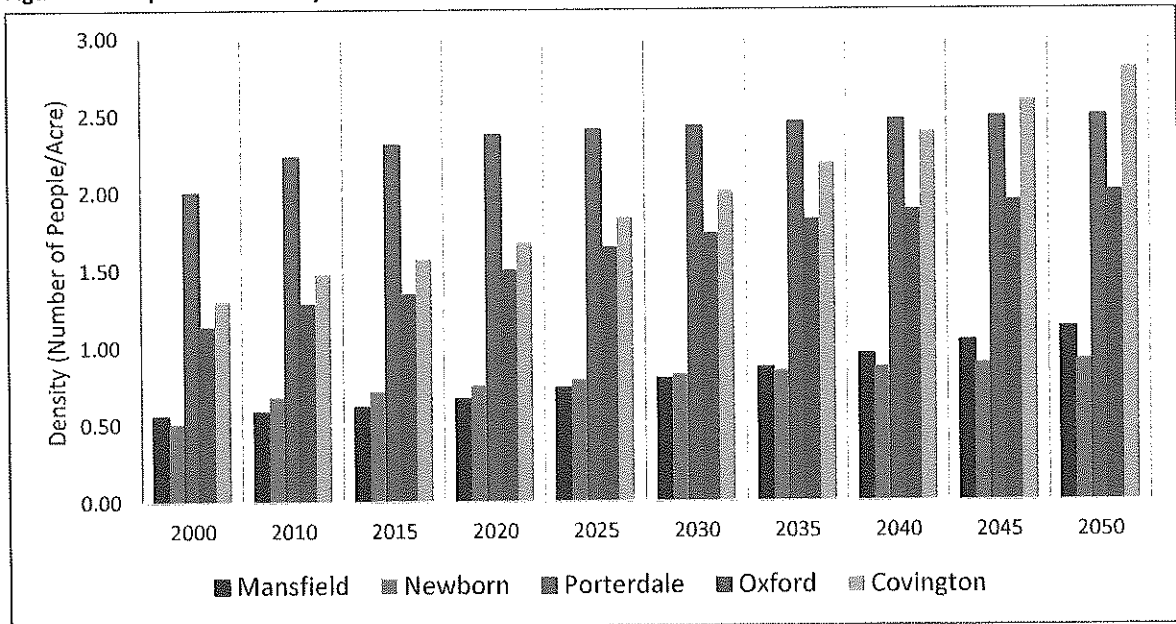
The population within the City Limits of each city within Newton County was obtained from the U.S. Census Bureau for years 1950 through 2015. Using GIS tools, and census block data, the population within each city was estimated for timesteps from 2015 through 2050. The population within each City is presented in Figure 2.6 for years 1950 through 2050. As seen in Figure 2.5, the population of Porterdale has an interesting change with a significant decline following the closure of the textile mills and a rebounding of population following the redevelopment of the mill into loft apartments. The population of Covington and Oxford are growing at the fastest rate.

Figure 2.5: Population Projections within Cities of Newton County



The population density was calculated for each City to assess whether the projections make sense. Figure 2.6 presents the population density for each city. The City of Covington is forecast to have a density of 2.5 to 3 people/acre in 2050; this density is similar to a McDonough or Newnan, GA demographic, which seems reasonable for Covington. Porterdale also has a higher population density, due to its smaller corporate boundary. The lower densities in Mansfield and Newborn are reasonable for the types of current and expected development.

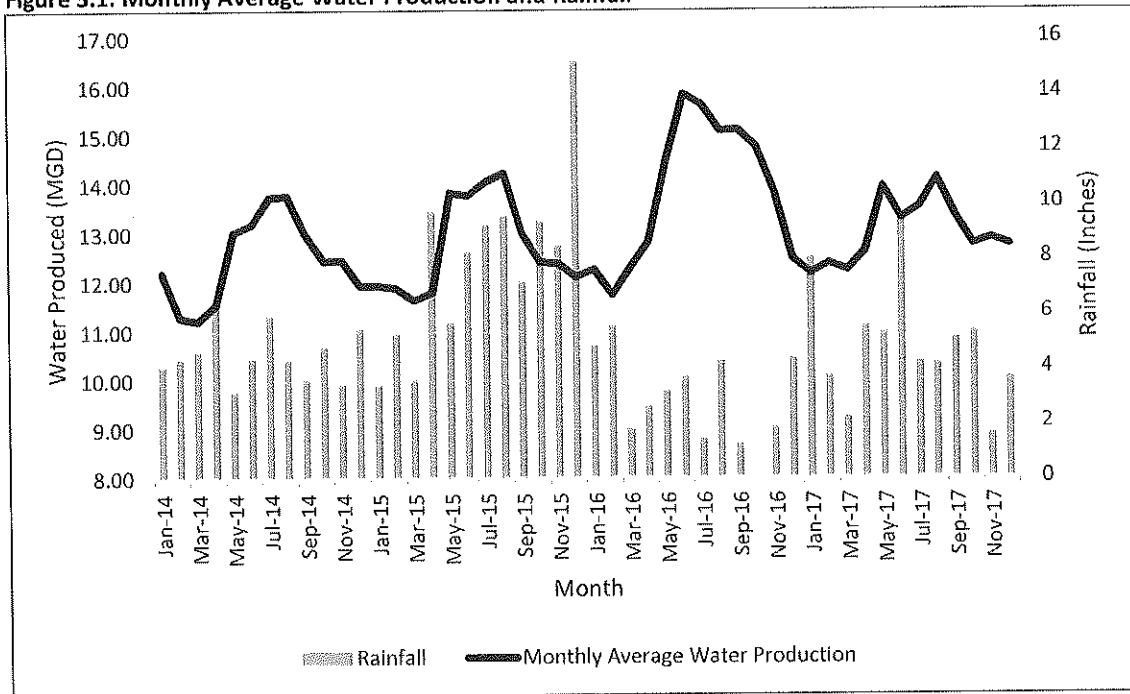
Figure 2.6: Population Density



Section 3. Water Demand Forecasts

To forecast the water demands, system data is reviewed to develop metrics of water consumption. Newton County Water Resources Department provided water production data for the previous four years (January 2014 through December 2017). This data is presented in Figure 3.1 along with historical rainfall. As seen in the chart, 2016 was a dry year, which tends to increase water demands; while, 2015 was a wet year. Years 2014 and 2017 had near average rainfall amounts.

Figure 3.1: Monthly Average Water Production and Rainfall



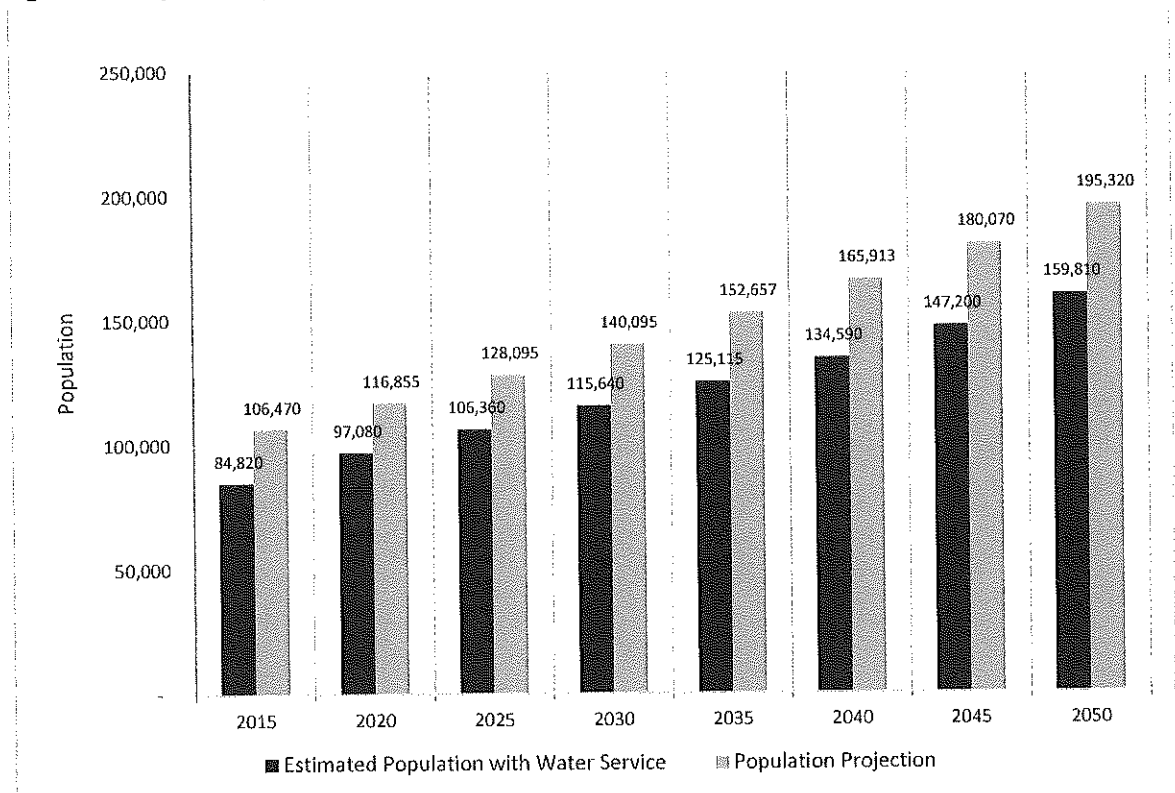
From this data set, historical annual average day and maximum day water demands are obtained. The maximum day to annual average day ratio is an important factor for sizing water treatment and distribution systems. The water production data summary is presented in Table 3.1.

Table 3.1: Water Production Summary

	2014	2015	2016	2017
Maximum Day (MGD)	15.55	16.29	17.80	15.99
Average Day (MGD)	12.51	12.77	13.88	13.02
Max Day to Average Day Ratio	1.24	1.28	1.28	1.23
Total Annual Rainfall (in)	54.3	94.7	34.6	58.5

Currently, about 80% of the Newton County population has public water service while the remaining 20% (approximately 21,000 people) are self-supplied by private groundwater wells. To anticipate future water demands an estimate of future population with water service must be developed. Based on future land use maps, the areas designated for rural agricultural land use are assumed to continue to be self-supplied. Figure 3.2 presents the estimated population with water service and self-supplied through 2050. The 2050 self-supplied population is estimated to be 35,000 people, or approximately 18%.

Figure 3.2: Projected Population with Water Service in Newton County



To develop water demand forecasts for NCWSA and the Cities of Newton County, statistics of water consumption based on Newton County’s water production and billing rates are calculated. These statistics are then applied to the population projections to develop water demand forecasts. For wholesale customers, including Alcovy Shores, Walton County and Jasper County WSA’s, the demands provided by each authority is used.

The water providers within Newton County as well as Alcovy Shores WSA provided water billing data to provide insight into the types of customers (residential, commercial, industrial, institutional) and associated usage. Data was provided for the past three to four calendar years (2014 to 2017), as available.

From this data, several key factors were calculated, including:

Non-Revenue Water Estimate: Water losses are unavoidable in any water distribution system, and all water systems experience some degree of water loss, or non-revenue water that results

from legitimate but unmetered uses (such as fire protection), faulty meters and leaks. The difference in what is billed versus what was supplied to the system provides an indication of non-revenue water. For the City of Covington and NCWSA, the metered amount of water purchased from Newton County was compared to the billing data on an annual basis. These two providers had the most comprehensive data sets and thus provided the best information with which to estimate non-revenue water. The average non-revenue water is roughly 16%, which is towards the low end of the typical range of 10% to 30% for water systems. A longer-term goal to reduce system water loss to 12% is recommended.

Water Usage Rate: Based on the water billing data and water production data, the water usage per person for all systems in the County was calculated. The total water usage per person, which includes residential, commercial, institutional and industrial customers is 99 gallons per capita per day (gpcd). The residential water usage rate is 57 gpcd.

Residential vs. Non-Residential Customers: From the billing data, the water usage by customer type was calculated. Based on the consumption, a ratio between existing residential and non-residential was established. Knowing this ratio provided a basis for forecasting non-residential demand with future population growth.

Future Water Demand Forecasts for Newton County

Future residential water demands for each service provider located in Newton County was developed using a rate of 60 gpcd. This rate was multiplied by the future served population to calculate the future residential water demand.

Growth in the commercial and institutional sectors tends to correlate with the residential growth as businesses and schools are needed to provide goods and services. A ratio of water usage for residential and non-residential customers was applied to the forecast residential water use to estimate the commercial and institutional water demands.

Predicting future industrial water demands is more difficult as many factors determine whether a large industry will move to an area and the amount of water required to support the manufacturing process. For the proposed targeted development locations, or "mega-sites" in eastern Newton County, an estimate of water demands for the planned types of industry was developed based on land area. In addition to these planned mega-sites, an industrial reserve is also included in the water demands to provide Newton County's water providers with the ability to meet future needs if an industry should desire to locate in that service area.

Another consideration in forecasting future flows is uncertainty. The closer the planning horizon is to the current time, the less uncertainty there is. However, as the planning horizon moves away from the present, more uncertainty is introduced, from weather events to economic changes, many elements impact water needs. Thus, an uncertainty factor is added to the water demand projections that increases from 4% in 2020 to 13% in 2050, which is the same factors used for the Metropolitan North Georgia Water Planning District based on a statistical analysis of variables.

The metrics used to forecast future demands are presented in Table 3.2.

Table 3.2: Metrics for Water Demand Forecasting in Newton County

	2015	2020	2030	2040	2050
Residential Per Capita Rate (gpcd)	57	60	60	60	60
Non-Revenue Water	16%	16%	15%	14%	12%
Uncertainty Factor	-	4%	7%	10%	13%
Industrial Reserve (% of total demand)	-	15%	15%	15%	15%
Total Per Capita Rate (gpcd)	99	115	120	133	135

As seen in Table 3.2, the total per capita rate is increasing slightly over the planning period as the non-residential demands increase.

Considering population growth with associated commercial and institutional growth as well as future industry, the overall annual average water demand for all service providers in Newton County is expected to increase from 8.4 MGD to 21.5 MGD.

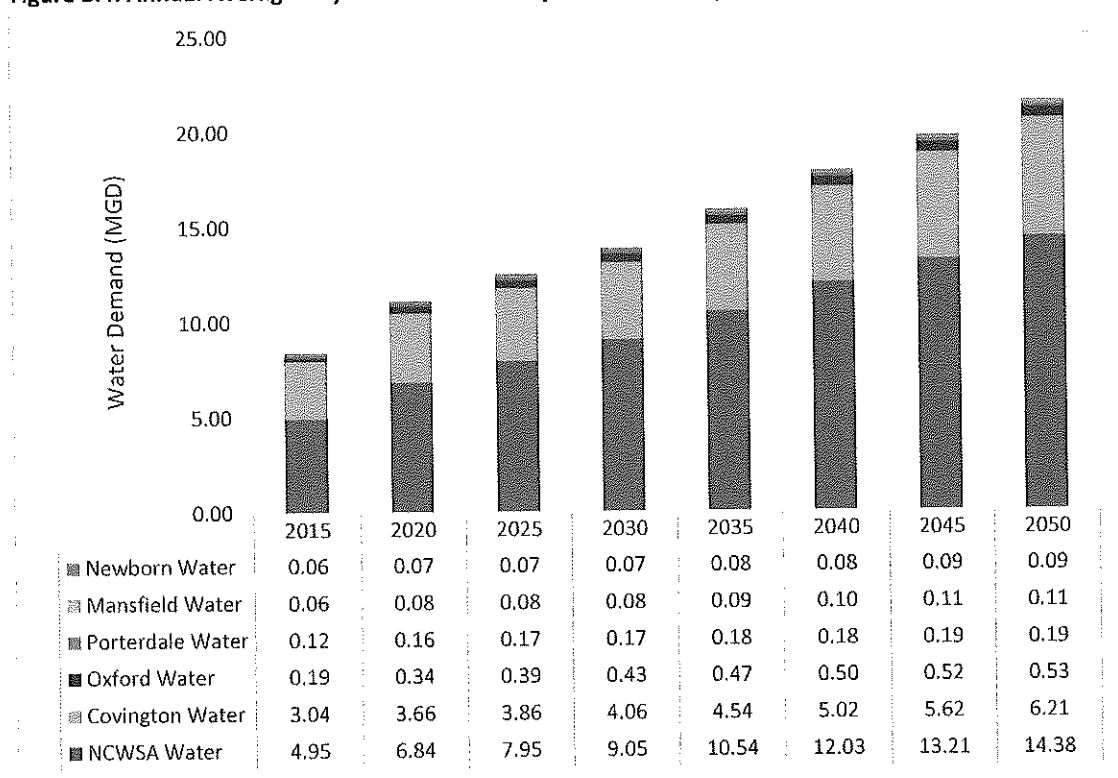
As shown in Figure 3.3, an envelope of water demand forecasts is developed to indicate the range of possible water demands over the planning period. The envelope is forecast by multiplying the projected demand by the uncertainty factor, both positive and negative, to estimate the higher and lower bounds. The middle forecast is the water demand scenario that is most expected; however, the upper and lower bounds present possible outcomes with the 2050 water demand ranging from 18.7 MGD to 24.3 MGD on an annual average day basis.

Figure 3.3: Annual Average Day Water Demand for Newton County (does not include demand for Alcovy Shores WSA, Jasper County WSA or Walton County)



The water demands for providers located in Newton County are summarized in Figure 3.4, based on the middle forecast annual average day.

Figure 3.4: Annual Average Day Water Demands by Newton County Providers



Water Demands for Wholesale Customers

To maintain service for customers of the Newton County water system, the water demand needs for Walton County Water Department, Alcovy Shores and Jasper County Water and Sewerage Authorities (WSA) also need to be included in the forecasts for water supply. Information was provided by each Authority to support Newton County’s Strategic Water Plan; their cooperation and support is much appreciated.

Alcovy Shores WSA expects to maintain its current water demand of 0.03 MGD through the planning period as it is a built-out community.

Jasper County WSA does not anticipate much growth in the area served by Newton County. An increase in water demand was included for Jasper County WSA increasing its current annual average day demand of 0.06 MGD to 0.14 MGD by 2050.

Walton County’s water demand is the most complex of the three. Walton County has an agreement with Newton County Water Resources to purchase up to of 25% of the Cornish Creek WTP capacity, or 6.25 MGD. This amount can be increased if Walton County chooses to

participate in future WTP expansions. Without supplemental water supply, the maximum capacity of the Cornish Creek WTP is 35 MGD, and thus the maximum water supply that Walton County could obtain from Newton is 8.75 MGD. The water demand for Walton County, provided by their engineering consultant, Precision Planning, Inc. (PPI) is provided in Table 3.3 along with the capped supply for Walton based on the contractual agreements. The contract cap assumes that the Cornish Creek WTP is expanded between 2030 and 2035 to its maximum capacity of 35 MGD without supplemental water supply. As seen in Table 3.3, Walton County's needs outpace the supply based on the capped agreement. To provide future water supplies, the Walton County recently finished construction of the Hard Labor Creek Reservoir. The balance between when to move to the new facility and how much water to purchase from Newton County is discussed in further detail in Section 4 of this document.

Table 3.3: Walton County Water Department's Projected Water Demands

	Water Demands (MGD)							
	2015	2020	2025	2030	2035	2040	2045	2050
Annual Average Day Demand (provided by PPI)	4.0	4.8	5.9	7.1	8.4	9.9	11.6	13.4
Annual Average Day Demand supplied by Newton County with Contract Cap	4.0	4.8	5.9	6.25	8.4	8.75	8.75	8.75
Maximum Day Demand (provided by PPI)	8.1	10.7	13.1	15.8	18.8	22.0	25.8	29.8
Maximum Day Demand supplied by Newton County with Contract Cap	6.25	6.25	6.25	6.25	8.75	8.75	8.75	8.75

Including the water demands of the Newton County water providers and the wholesale customers located outside of the County, the total annual average day demand ranges between 27.2 MGD and 34.8 MGD. Figure 3.5 presents the overall water demand forecast envelope; while Figure 3.6 presents the water demand forecasts by provider.

Figure 3.5 Total Annual Average Day Water Demand Forecast Envelope

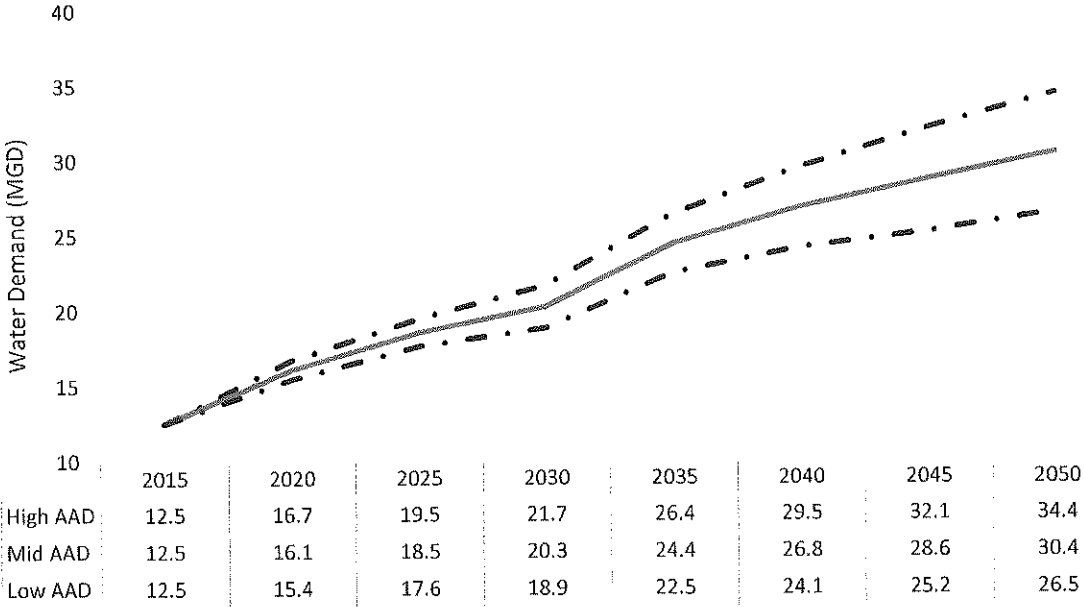
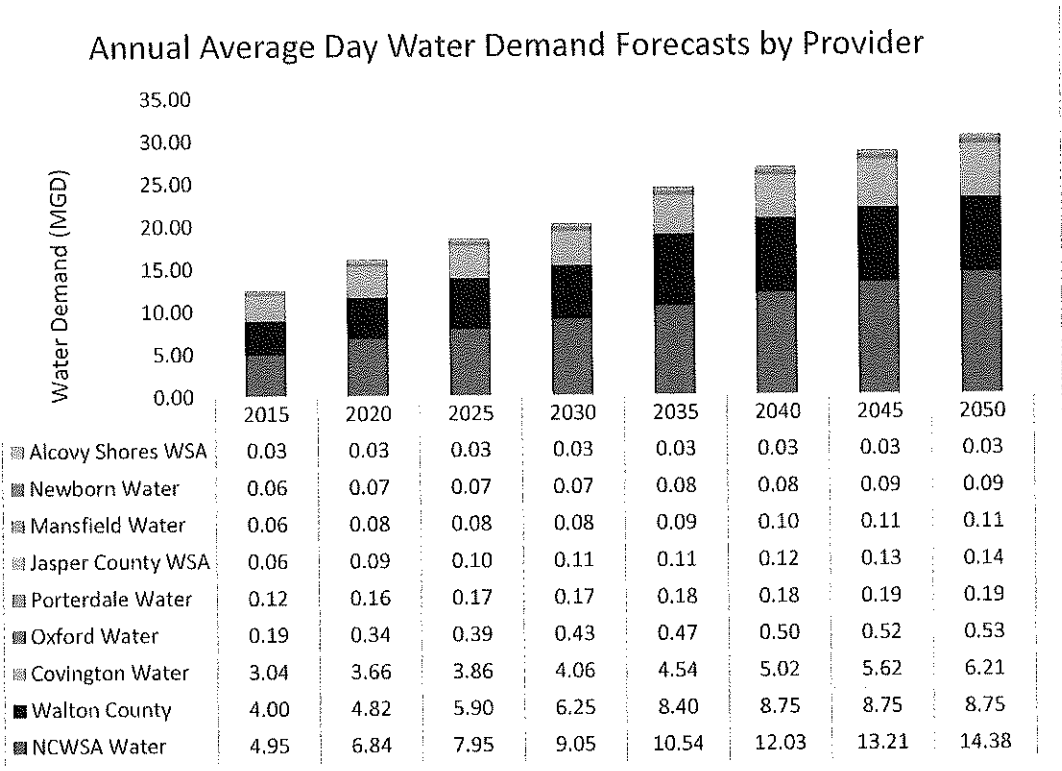


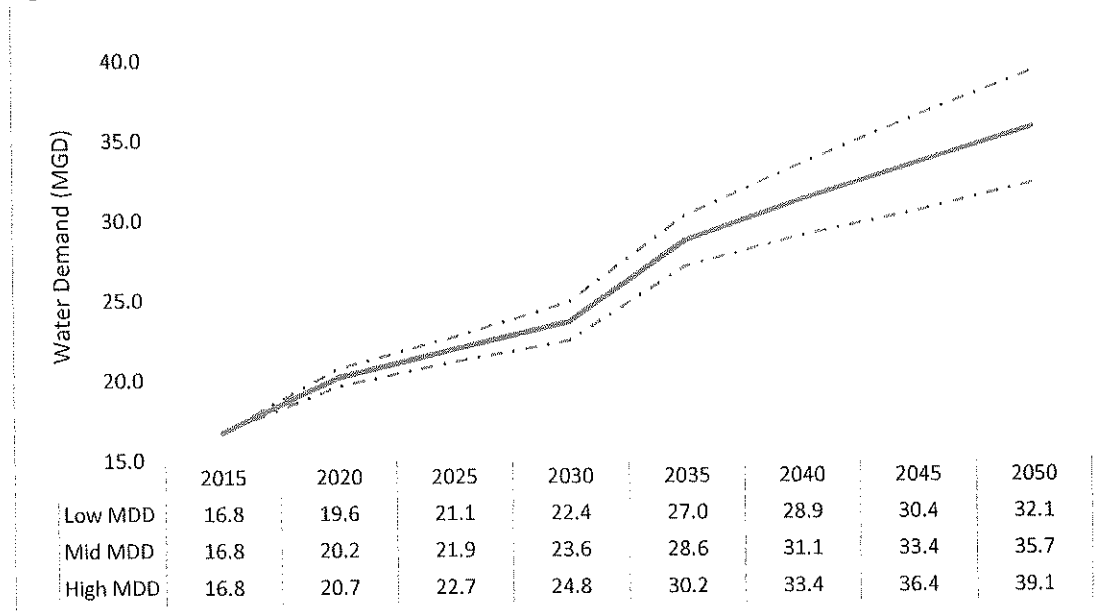
Figure 3.6. Annual Average Day Water Demand Forecast by Provider



An important water demand to plan for future water treatment capacity and water distribution system facilities is the maximum day water demand. Figure 3.7 presents maximum day water demand forecast envelope for all service providers, included the contractual cap for Walton

County. As seen in Figure 3.7, the maximum day water demand ranges from 32.1 MGD to 39.1 MGD, with the mid-level forecast at 35.7 MGD.

Figure 3.7. Total Maximum Day Water Demand Forecast Envelope

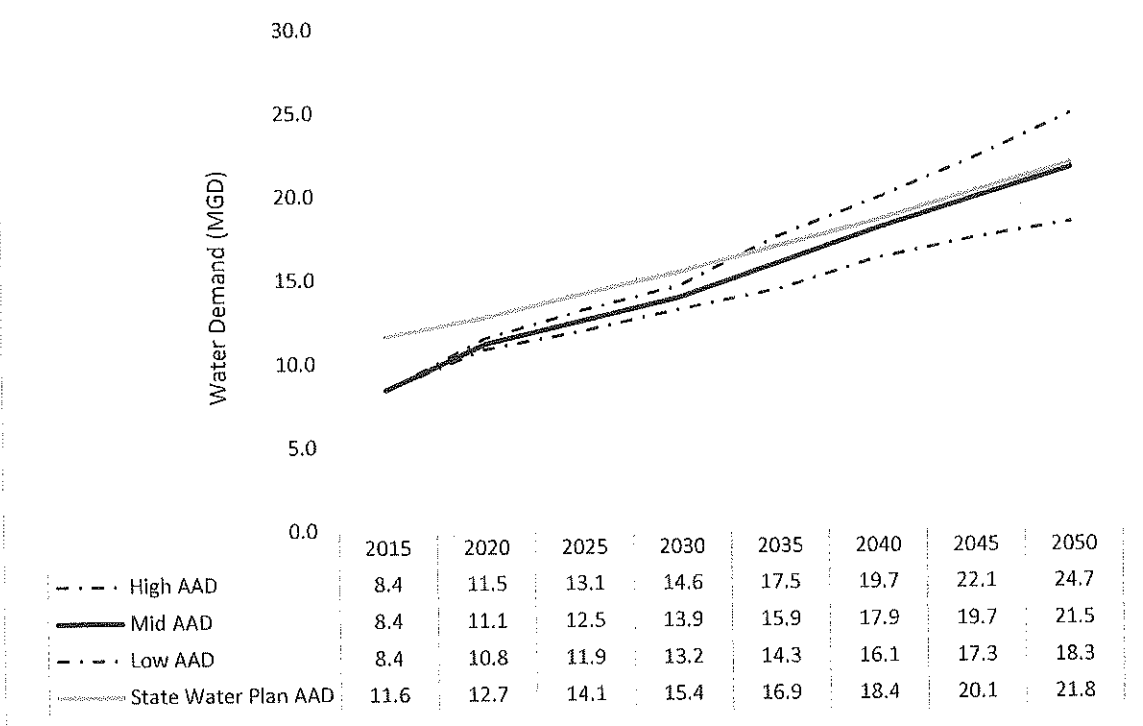


Benchmarking Newton County’s Water Demand Forecasts

The State of Georgia through the Georgia Environmental Protection Division (EPD) recently completed the first update to the State Water Plan. The State Water Plan creates water demand forecasts and assesses water supply and treatment capacity as well as water resources quality for each of the eight major river watersheds in the State. Newton County, primarily located in the Ocmulgee River basin with a small eastern section draining to the Oconee River basin, is a member of the State Water Plan’s Upper Ocmulgee Basin group. From the *Water and Wastewater Forecasting Technical Memorandum* dated, March 2017, the water demand forecasts are presented for Newton County. These forecasts are compared to the those independently developed in this Study in Figure 3.8. As seen in Figure 3.8, when compared to the annual average day demands generated within Newton County only (no wholesale customers), the forecasts are very similar, with the current Plan having a slightly lower forecast through the planning period. The State Water Plan did not include the water supplied to wholesale customers outside of Newton County, including Alcovy Shores, Jasper County and Walton County WSA.

When two independent studies with different methodologies result in such similar results, the confidence level of the forecasts increases. These forecasts are used for future tasks in the Strategic Plan including water supply and water treatment as well as the water distribution system evaluation.

Figure 3.8: Comparison of Water Demand Forecasts with State Water Plan Forecasts for Newton County



Section 4. Water Supply and Treatment Capacity Evaluation

Newton County Water Resources Department owns and operates the Cornish Creek Reservoir (also known as Lake Varner) and the Cornish Creek Water Treatment Plant (WTP). Newton County also operates the Williams Street WTP which is owned by the City of Covington and leased to Newton County. Through these facilities, Newton County Water Resources Department provides drinking water for distribution through the NCWSA and connected City systems (Covington, Porterdale, Oxford, Mansfield and Newborn) as well as three wholesale customers outside Newton County (Walton County, Jasper County and Alcovy Shores Water & Sewerage Authorities).

The Cornish Creek Reservoir is a pumped-storage reservoir with an estimated annual average day yield of 23 MGD. Although some water naturally flows into the reservoir from Cornish Creek, Little Cornish Creek and other small tributaries, most of the water is pumped from the nearby Alcovy River. Water withdrawn from the reservoir is treated at the Cornish Creek WTP. The Cornish Creek WTP is a conventional surface water treatment facility with 25 MGD current capacity, originally constructed in 1992. Water is treated and stored in clearwells from which the high service pumps deliver the water to the distribution system.

When the Cornish Creek WTP was originally initiated, an agreement was made between Newton County WRD and the Walton County Water Department. Through this agreement, the Walton County contributes to a portion of the project cost and is then eligible to obtain 25 percent of the production capacity of the Cornish Creek WTP. As part of the agreement, the Walton County has the option to participate in future upgrades to the Cornish Creek WTP to access to 25 percent of the capacity of the project; to date Walton County has participated in each upgrade. Walton County recently completed a new reservoir with the partnership of Oconee County. The Hard Labor Creek Reservoir, a pump-storage reservoir located in Walton County and obtaining water from the Apalachee River, has an estimated yield of 41.8 MGD.

Newton County WRD also operates the William Street WTP on an as needed basis; it is owned by the City of Covington and leased for operational to Newton County WRD. Most water is supplied by Cornish Creek WTP; however, during high demand periods, the Williams Street WTP is also used. The Williams Street WTP is also supplied by the Alcovy River, via a separate pump station located adjacent to the Cornish Creek Reservoir pump station. Water is pumped from the Alcovy River to City Pond for temporary storage prior to being treated, then treated water is pumped to the distribution system.

Permits

Newton County's water withdrawal permits issued by the Georgia Environmental Protection Division (EPD) are shown Table 4.1 along with the withdrawal limits and permit numbers. The City of Covington's withdrawal permit for the Alcovy River to Williams Street WTP does not have

any limitations on withdrawal based on streamflow. There are separate permits to pump from the river to the Cornish Creek Reservoir and from the Cornish Creek Reservoir to the Cornish Creek WTP, as shown in Table 4.1. Newton County's Alcovy River permit has a minimum in-stream flow requirement that stipulates the County must allow 22 cubic feet per second (cfs) or the natural stream flow, whichever is less, to pass at all times. Typically, water withdrawal permits have a 24-hour maximum withdrawal limitation and monthly average limitation, however, for the withdrawal from the Alcovy River to fill the reservoir, there is also an annual average withdrawal limit of 23.0 MGD

Table 4.1: Surface Water Withdrawal Permits for Newton County

Surface Water Withdrawal Permit Holder	Surface Water Withdrawal Permit Number	Water Source	Permit Limit Maximum Day (MGD)	Permit Limit Monthly Average (MGD)
City of Covington (Williams Street WTP)	107-0410-03	Alcovy River	4.5	4.0
Newton County (fills Cornish Creek Reservoir)	107-0410-06	Alcovy River	35.0	35.0
Newton County (Cornish Creek WTP)	107-0410-04	Cornish Creek Reservoir	35.0	28.0

Since the Walton County is a partner with Newton County in the Cornish Creek project, it is important to understand their permitted capacities as well. EPD permitted capacities for the Walton County are shown in Table 4.2. The Hard Labor Creek Reservoir was recently completed through a joint partnership of Walton County and Oconee County. Walton County water supply allocation is 44.22 MGD of the maximum day capacity and 36.88 MGD of the monthly average capacity.

Table 4.2: Surface Water Withdrawal Permits for Walton County

Surface Water Withdrawal Permit Holder	Surface Water Withdrawal Permit Number	Source	Permit Limit Maximum Day (MGD)	Permit Limit Monthly Average (MGD)
Walton County Water Department	147-0307-03	Hard Labor Creek Reservoir	62.1	51.8
Walton County Water Department	147-0305-03	Apalachee River	60.0	60.0

Water Supply Gap Analysis

To develop a water supply gap analysis, the water supply needs, as presented in Section 3, are compared to available water supplies. The difference in the two presents the gap, which may be positive (meaning available capacity) or negative (indicating a need for additional capacity).

Newton County's existing water supply includes Lake Varner and the withdrawal from the Alcovy River that supplies the Williams Street WTP. Since each of these water supply components are evaluated somewhat differently, discussion of each is presented below.

Water supply reservoirs are typically analyzed for a safe yield, which is the annual average day amount of water that can be supplied by a reservoir. The annual average day supply would be calculated by summing the total supply for the entire year and dividing by the number of days in the year. Various factors can impact the safe yield of a reservoir, but for this analysis the important aspect is that the safe yield is based on an annual average day withdrawal. Lake Varner is permitted based on a safe yield of 23 MGD, and the permit specifies an annual average day withdrawal limit of 23 MGD. Walton County has a contractual agreement with Newton County for 25% of the Cornish Creek WTP's capacity, or up to 6.0 MGD of water supply capacity.

The permit for the withdrawal on the Alcovy River that supplies the Williams Street WTP is for 4.0 MGD on a monthly average day basis. This permit does not have an additional limitation for annual average day; therefore, this 4.0 MGD supply can be compared to average annual day demands.

Newton County Water Supply

Water supply is evaluated based on annual average day demands, with the forecasted future annual average day water demands as shown in Table 4.3. The Newton annual average day demands presented includes all water providers in Newton County, as well as Alcovy Shores and Jasper County; Walton County is not included in this total demand. Total water supply currently available for Newton County includes the Williams Street supply, which is 4.0 MGD, and the Cornish Creek Reservoir supply which is 23 MGD. However, after subtracting the amount committed to Walton County, the portion available for Newton County from the Cornish Creek Reservoir is 17 MGD. As seen in the Table 4.3, the currently available water supply sources satisfy annual average demands through 2050.

Table 4.3: Newton County Water Supply Gap Analysis

Year	Newton Annual Average Day Demand (MGD)	Williams Street Water Supply from Alcovy River (MGD)	Newton County Portion of Cornish Creek Water Supply (MGD)	Newton County Water Supply Gap (MGD)
2015	8.5	4.0	17.0	12.5
2020	11.3	4.0	17.0	9.7
2025	12.6	4.0	17.0	8.4
2030	14.0	4.0	17.0	7.0
2035	16.0	4.0	17.0	5.0
2040	18.1	4.0	17.0	2.9
2045	19.9	4.0	17.0	1.1
2050	21.7	4.0	17.0	(0.7)

Note: Newton Annual Average Day Demand includes water demands for Newton County and its Cities, as well as Alcovy Shores WSA and Jasper County WSA; Walton County is not included.

Walton County Water Supply

Walton County currently purchases water from Newton County and from the City of Monroe. Walton County can obtain up to 6.0 MGD of water supply from Newton County's Cornish Creek facilities; Walton County currently purchases 1 MGD from Monroe but can purchase up to 3 MGD. Since the Hard Labor Creek reservoir was recently completed and does not currently have any associated treatment capacity, it is assumed that the Walton County will maximize use of its purchase agreements for water supply sources prior to using the new reservoir. As seen in Table 4.4, Walton County may have a small water supply need around years 2040 to 2045, but in the same timeframe, Newton County has excess water supply that could be used to meet these needs. Walton County has an allocated water supply capacity of 29.8 MGD of the Hard Labor Creek's total yield of 41.8 MGD. Water demands for Walton County were provided by their consultant, Precision Planning, Inc. in 2018.

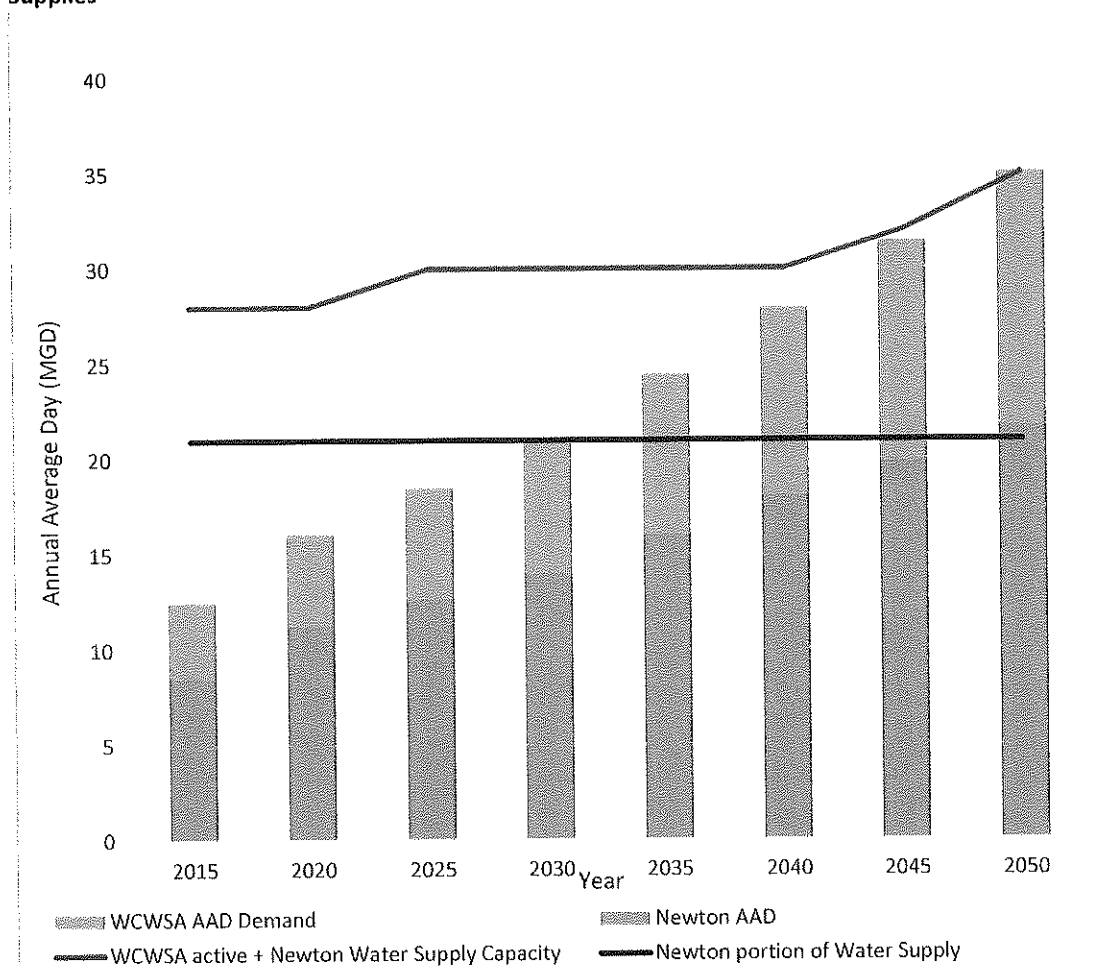
Table 4.4: Walton County Water Supply Analysis

Year	Walton County Annual Average Day Demand (MGD)	Walton County Portion of Cornish Creek Water Supply (MGD)	Walton County Water Supply from Monroe (MGD)	Walton County portion of Hard Labor Creek Water Supply Active (MGD)	Walton County Supply Gap (MGD)
2015	4.0	6.0	1.0		3.0
2020	4.8	6.0	1.0		2.2
2025	5.9	6.0	3.0		3.1
2030	7.1	6.0	3.0		1.9
2035	8.4	6.0	3.0		0.6
2040	9.9	6.0	3.0		(0.9)
2045	11.6	6.0	3.0	2.0	(0.6)
2050	13.4	6.0	3.0	5.0	0.7

Note: Walton County Annual Average Day demands provided by Precision Planning, Inc. in 2018.

As presented in Table 4.3 and 4.4, the water supply sources that Newton County and Walton County currently have in place are adequate to meet future demand projections to approximately 2050. Figure 4.1 presents the gap analysis graphically, with only 5 MGD of Walton County's Hard Labor Creek supply active in 2050. At that time, Walton County should have significant excess capacity, which Newton County may be able to negotiate share use.

Figure 4.1: Water Supply Gap Analysis – Newton County and Walton County Demands and Active Supplies



Notes: “Newton Portion of Water Supply” includes its portion of Cornish Creek reservoir as well as the 4.0 MGD withdrawal from the Alcovy River for Williams Street WTP. “Walton County active + Newton Water Supply Capacity” is a combination of Cornish Creek allocated capacity, City of Monroe purchases and activated Hard Labor Creek reservoir capacity (5 MGD of its 29.8 MGD total capacity in 2050).

Water Treatment Gap Analysis

Water treatment plants must be able to supply the maximum demands that the system experience on any one day during the entire year. This demand is referred to as the maximum day demand. The Williams Street WTP is permitted to withdraw 4.5 MGD from the Alcovy River and City Pond on a peak day basis. The permitted capacity for water withdrawal to supply the Cornish Creek WTP is 35 MGD from Lake Varner on a peak day basis. These permitted limits must be considered when evaluating the sufficiency of treatment capacity to meet the future demands.

Newton County Water Treatment

The Williams Street WTP is an aged plant and requires significant investment to keep in service. It is being evaluated to determine if the best economic decision is to replace it or to relocate that capacity to the Cornish Creek WTP. Initial indications suggest the best economic solution

would be to relocate the capacity to Cornish Creek. Based on the treatment gap evaluation, the Williams Street WTP is not necessary to meet the system demands in the near term and could be abandoned as early as 2020. Evaluation of hydraulic issues and the ability to maintain desired levels of service for all customer with the abandonment of the Williams Street WTP is being conducted separately. Recommendations from the hydraulic evaluation may indicate the need to keep the William Street WTP online longer, until other distribution system infrastructure improvements can be put in place.

For the water treatment gap analysis, several assumptions were made. First, the existing 4.5-MGD Williams Street WTP withdrawal permit would be modified so that water withdrawn from the Williams Street pump station would be pumped to the Cornish Creek WTP, either directly to the plant or through the reservoir. If that 4.5 MGD is placed in the reservoir, the amount of the withdrawal would not be included in the evaluation of safe yield of the reservoir, but as a direct feed to the Cornish Creek WTP. Secondly, since the Williams Street WTP withdrawal and treatment capacities are not currently involved with the agreement with the Walton County, when the Williams Street withdrawal permit is modified to pump to the Cornish Creek WTP, this additional capacity would not be added to the capacity agreement with the Walton County.

The Cornish Creek WTP is currently permitted for 25 MGD and can be upgraded to a capacity of 35 MGD. Based on the future water demand projections and the anticipated abandonment of the Williams Street WTP, the Cornish Creek WTP will need to be upgraded to 35 MGD by 2035, as shown in Table 4.5. If the Walton County continues to participate in the Cornish Creek WTP expansion, at 35 MGD, Newton County would have 26.25 MGD. Finally, around 2050 the Cornish Creek WTP would need to be upgraded again to add the capacity transferred from the Williams Street WTP. Newton County's maximum day demand, presented in Table 4.5 the demand for includes all Newton County and its cities, as well as Alcovy Shores and Jasper County; the Walton County is considered separately.

Table 4.5 – Newton County Water Treatment Analysis

Year	Newton Maximum Day Demand (MGD)	Cornish Creek WTP Capacity (MGD)	Williams Street WTP (MGD)	Newton Portion of Cornish Creek WTP (MGD)	Newton Water Treatment Gap (MGD)
2015	10.6	25	4.5	23.25	12.6
2020	14.1	25		18.75	4.7
2025	15.8	25		18.75	3.0
2030	17.5	25		18.75	1.3
2035	20.0	35		26.25	6.2
2040	22.5	35		26.25	3.7
2045	24.8	35		26.25	1.4
2050	27.1	39.5		30.75	3.7

Note: Newton Maximum Day Demand includes water demands for Newton County and its Cities, as well as Alcovy Shores and Jasper County WSA's; Walton County is not included.

Walton County Water Treatment

For Walton County, it is assumed that the Cornish Creek and Monroe water supply sources are maximized first, and capacity from the Hard Labor Creek is later added. As shown in Table 4.6,

Walton County is forecast to have varying levels of water treatment needs in the near term; however, due to excess treatment capacity for Newton County, these shortfalls can be alleviated without premature upgrades to the Cornish Creek WTP. By the year 2050, Walton County will need approximately 18 MGD of its 44.22 MGD capacity at the Hard Labor Creek WTP. Walton County is forecast to have roughly 26 MGD to meet demands beyond 2050.

Table 4.6: Walton County Water Supply Analysis

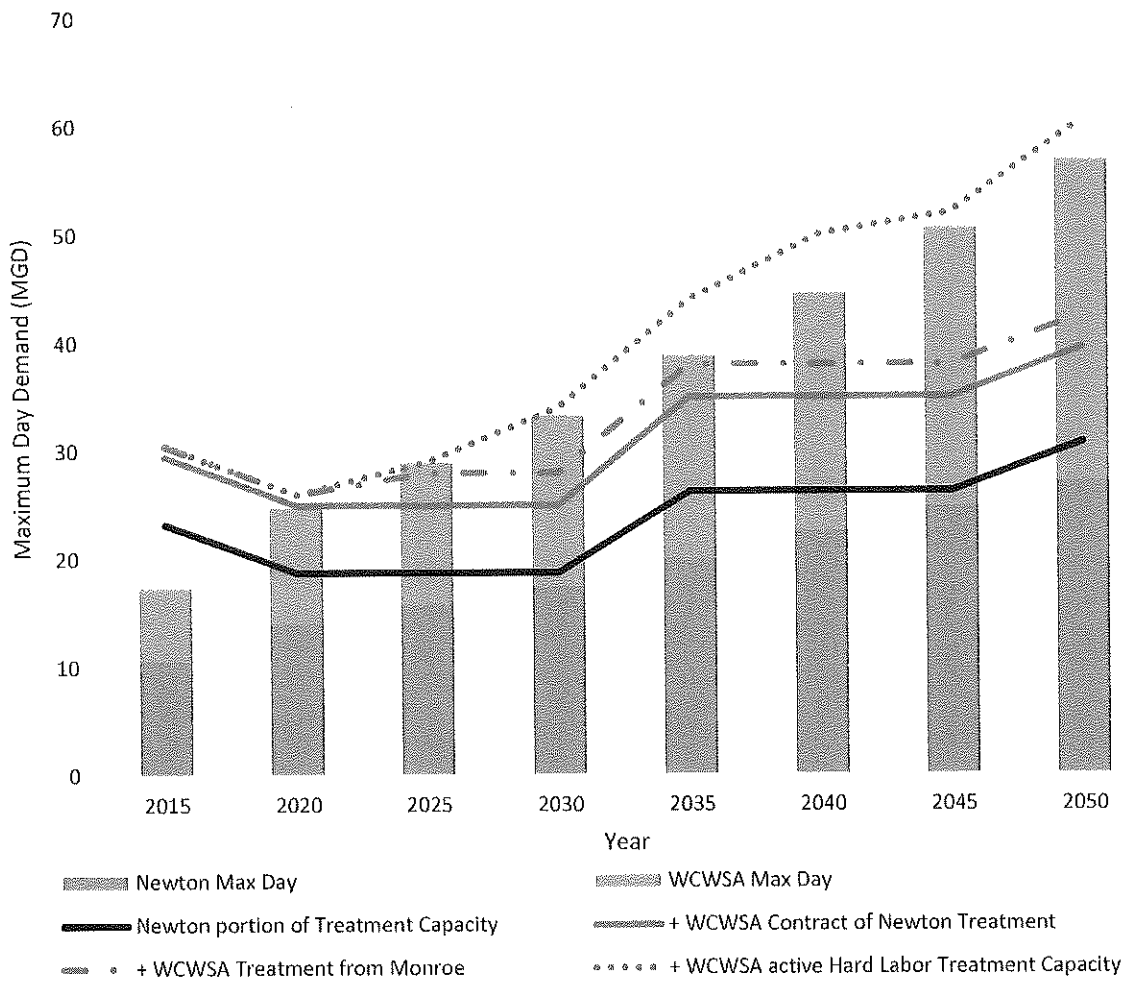
Year	Walton County Maximum Day Demand (MGD)	Walton County Portion of Cornish Creek WTP (MGD)	Walton County Treated Water from Monroe (MGD)	Walton County Portion of Hard Labor Creek WTP (MGD)	Walton County Water Treatment Gap (MGD)
2015	6.8	6.25	1.0		0.5
2020	10.7	6.25	1.0		(3.8)
2025	13.1	6.25	3.0	1.0	(2.9)
2030	15.8	6.25	3.0	6.0	(0.6)
2035	18.8	6.25	3.0	6.0	(1.0)
2040	22.0	6.25	3.0	12.0	1.8
2045	25.8	6.25	3.0	14.0	0.00
2050	29.8	6.25	3.0	18.0	0.00

Note: Walton County maximum day demands provided by Precision Planning, Inc.

The shared water treatment needs of Newton and Walton County is complex. Walton County has more near-term needs; whereas, Newton County has ample treatment capacity through 2050. The Newton County and Walton County peak day demands and permitted treatment capacities from Tables 4.5 and 4.6 are shown graphically in Figure 4.2.

By maximizing existing water sources, Walton County may need an additional 1 MGD of water from the Hard Labor Creek project by 2025 and 6 MGD by 2030. By 2040 and beyond, Walton County is forecast to need significant water supply from the Hard Labor Creek. However, a WTP is not necessarily required at Hard Labor Creek to take advantage of the additional supply; other options, such as pumping raw water to an expanded Cornish Creek WTP may be a cost-effective alternative. Larger treatment plants reap the benefits of economy of scale and are often less expensive to operate than two smaller plants. All options should be carefully considered to ensure the most cost-efficient and feasible alternatives are implemented.

Figure 4.2: Water Treatment Gap Analysis



Based on this analysis, Newton County has adequate water supply and has the ability to construct adequate water treatment capacity to 2050 and possibly beyond. Walton County has adequate water supply capacity for well beyond 2050 but is in need of additional water treatment capacity in the near-term. Both Newton County and Walton County have worked together to provide water to customers for many years in a mutually beneficial arrangement; continuing that cooperation and collaboration allows both utilities to have adequate water supply and treatment through the planning horizon and beyond.

Section 5. Wastewater Flow Forecasts

The NCWSA and the Cities of Covington, Oxford, Porterdale and Mansfield have sewer systems. The City of Covington and NCWSA each operate a wastewater treatment facility, Covington and Yellow River Water Reclamation Facility (WRF), respectively. Treated effluent from both plants is land applied at their jointly owned and operated land application facility. The City of Porterdale, where the NCWSA Yellow River WRF is located, conveys wastewater for treatment at the Yellow River WRF. A portion of the City of Oxford’s wastewater is conveyed to Yellow River WRF through NCWSA’s sewer mains and the remainder to the Covington WRF for treatment. The City of Mansfield has an independent sewer system that conveys wastewater to a lagoon system for treatment. The permitted capacity of each treatment facility is presented in Table 5.1.

Table 5.1: Permitted Wastewater Treatment Capacity

Facility	Maximum Month Average Day Flow (MGD)
Covington WRF	5.6
NCWSA Yellow River WRF	3.2
Covington – NCWSA LAS	8.8
Mansfield WPCP	0.6

NCWSA’s service area is further broken into sewer sheds, the majority of the service area is in the Yellow River basin with the eastern-most portion of the County located in the Little River basin (which is in the Oconee River basin).

Wastewater Metrics

Based on the discharge monitoring reports (DMRs) maintained at the Covington and NCWSA facilities for calendar years 2015, 2016 and 2017 as well as billing data information, metrics for wastewater generation were developed to forecast future flows. These metrics include flow statistics, sewer population estimates, inflow and infiltration estimates and per capita generation rates. These metrics are discussed below.

Flow Rates. Daily wastewater influent flow rates for both treatment facilities were reviewed for the period January 2015 to December 2017. From this data, the annual average day flow (AAD) and maximum month average day flow (MMADF) were calculated. The AAD flow is the amount of flow a facility receives on average over the course of the year. The MMAD flow is the average daily flow for the month with the highest volume of flow, which is also the metric used to permit treatment facilities. The peaking factor of the MMAD to AAD flow ratio is calculated to provide a way to estimate the future MMAD flow rates. Table 5.2 provides a summary of the wastewater flow rates and peaking factors, along with annual rainfall.

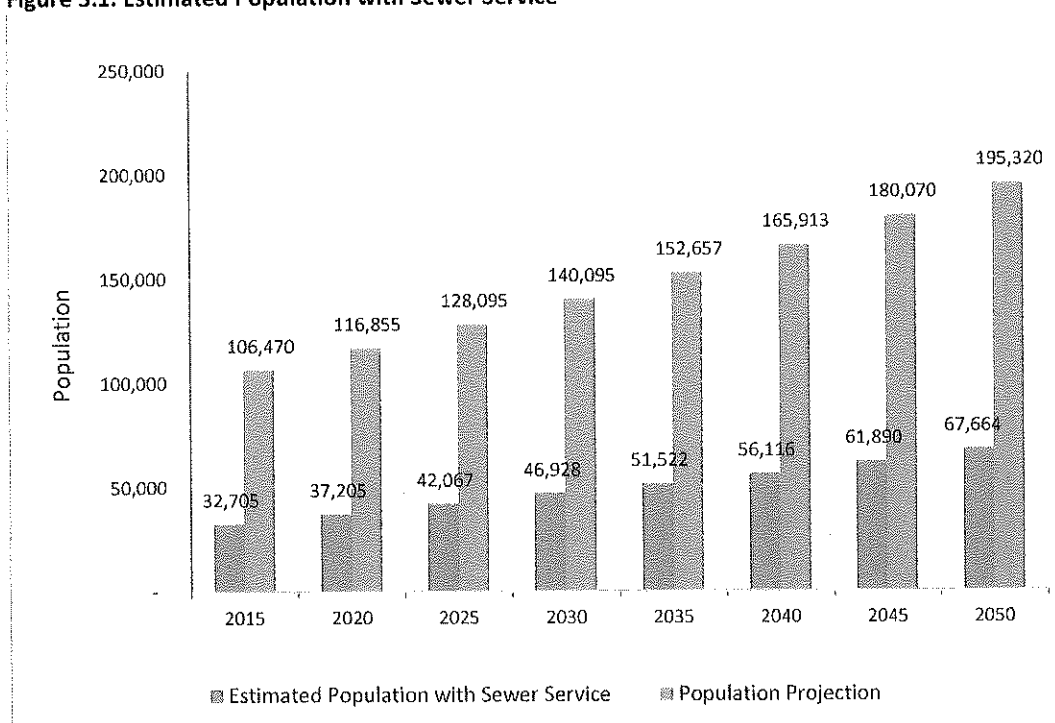
Table 5.2: Flows to Treatment Facilities (MGD)

Year	Covington WRF (MGD)		NCWSA Yellow River WRF (MGD)		Land Application System (MGD)		Total Rainfall
	AAD	MMAD	AAD	MMAD	AAD	MMAD	Inches
2015	2.22	3.29	2.08	2.92	4.17	5.25	74.0
2016	1.48	3.03	2.04	2.60	4.15	5.16	34.3
2017	2.11	2.59	2.04	2.19	4.16	4.61	62.4

Note: AAD = Annual Average Day; MMAD = Maximum Month Average Day

Sewered Population Estimate. The number of residential sewer customers is estimated based on the water billing data for year 2015. Multiplying the estimated number of residential customers wastewater service by the number of people per household (2.65 based on census data for Newton County), yields the estimated population with sewer service, as shown in Figure 5.1. Dividing the sewered population by the total population provides an estimate of people with sewer service, or percent served. Using the base year of 2015, approximately, 31% of people in Newton County have sewer service. Residents without sewer access use on-site septic tanks to manage wastewater.

Figure 5.1. Estimated Population with Sewer Service



Wastewater Generation Rate. For the base year of 2015, the combined population served by the Covington WRF and NCWSA’s Yellow River WRF is estimated to be 39,411. The flow received at these two facilities in 2015 averaged 4.3 MGD, resulting in a total per person wastewater generation rate of 132 gpcd.

I/I Estimate. Inflow and Infiltration (I/I) is common to all sewer systems and includes surface or groundwater that enters the sewer system, through a variety of means including broken or cracked pipes, illicit connections or improperly closed or missing manhole covers. To estimate the I/I in the NCWSA system, the total flows to the Yellow River WRF were compared to the sewer customer billing data provided by NCWSA. The estimated I/I is likely slightly inflated as the actual flows from Porterdale and Oxford that flow to Yellow River WRF were not available. With an estimated wastewater flow contribution from Porterdale included in the above calculation, the I/I percentage drops to 18%. It is likely that the typical I/I portion is in the 20% range for NCWSA. The billing data provided by the Cities was not comprehensive enough for I/I evaluations. As a result, and to be conservative in flow estimates, the I/I rate of 30% was applied to all sewer systems in Newton County.

Table 5.3: Inflow/Infiltration Estimate

NCWSA	2015	2016	2017	3-yr Average
Yellow River WRF Flow (MGD)	2.08	2.04	2.04	2.05
Billed Sewer (MGD)	1.40	1.50	1.46	1.45
Estimated I/I	0.68	0.54	0.58	0.60
% I/I	33%	26%	28%	29%

Based on this data, a residential per capita rate with I/I was estimated for use in projecting future wastewater flows. This rate is 63 gpcd without I/I and 81 gpcd with I/I.

The rain response is evident in graphs depicting flow to the Covington and Yellow River WRF along with daily rainfall, shown in Appendix A. During the wet year of 2015 and average year of 2017, the rain dependent I/I presents a consistent response. However, in the dry year of 2016, the response time is much longer, if at all due to a lower groundwater table.

Forecasting Wastewater Flows

The wastewater flow forecasts combine the elements of land use, population forecasts and flow metrics to establish wastewater needs through 2050. The following tables and charts provide an overview of the forecast. Growth in the Eastern portion of the County, located in the Little River watershed, is expected to occur due to the large megasite development opportunities. To manage flow in this area, NCWSA is in the process of developing a new wastewater treatment facility; currently NCWSA services this area by means of pumping to its Yellow River WRF.

To forecast future flows, the residential per capita rate of 60 gpcd is applied to the future served population. The Commercial, Industrial and Institutional component is estimated based on land use and as a percentage of the residential flow rates. I/I is added to the residential and non-residential flow rates with a reduction from 30% in 2020 to 20% by 2050. Like the water demand forecasts, an uncertainty factor is also included in the wastewater flows to account for changes in the economy or the weather. Finally, a Commercial/Industrial reserve is established for each service area so that additional capacity is available to take advantage of economic development opportunities. The reserve is estimated based on a percentage of flow, ranging from 4% in 2020 to 15% in 2050. As seen in the summary Table 5.4, the total per capita rate is

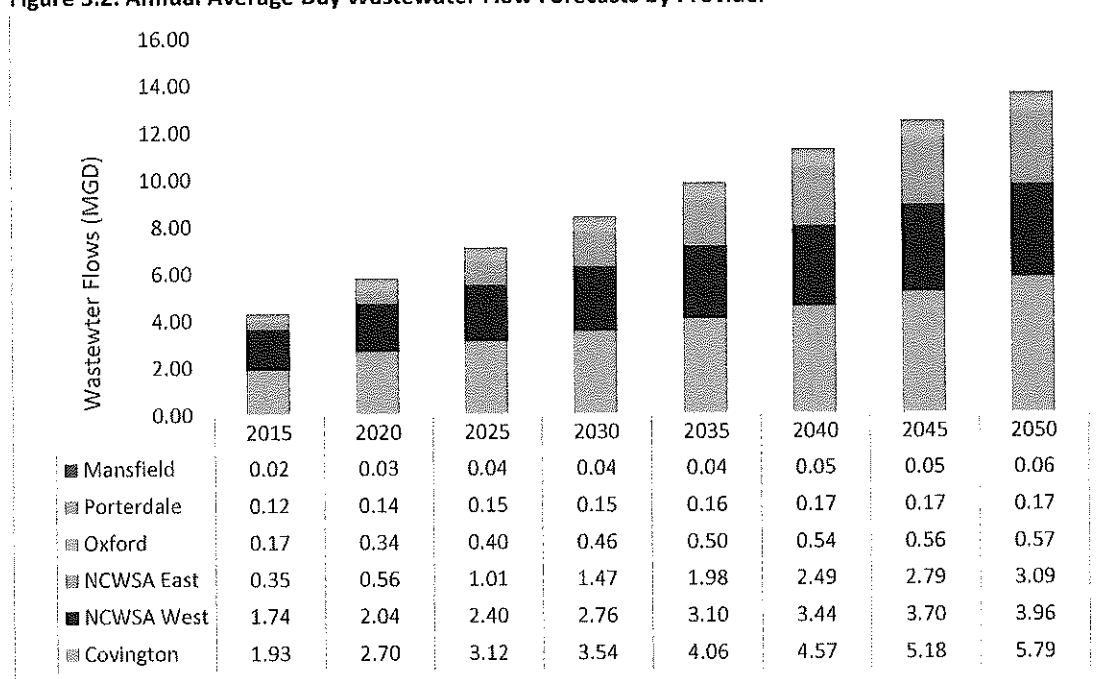
increasing as a result of the industrial reserve capacity as well as increases in overall non-residential wastewater.

Table 5.4: Wastewater Flow Forecast Metrics

	2015	2020	2030	2040	2050
Residential Per Capita Rate (gpcd)	62	60	60	60	60
Inflow/Infiltration	30%	30%	27%	24%	20%
Uncertainty Factor	-	4%	7%	10%	13%
Industrial Reserve (% of total demand)	-	5%	10%	15%	15%
Total Per Capita Rate (gpcd)	132	156	180	201	202

Figure 5.2 presents the wastewater flow forecast summary by provider.

Figure 5.2: Annual Average Day Wastewater Flow Forecasts by Provider



Wastewater Treatment Capacity

The maximum month average daily flow is the flow rate used for permitting treatment facilities. For comparison to the treatment capacity at each of the treatment facilities, the average day demand that is conveyed to each facility was multiplied by the peaking factor to estimate the future MMAD flows.

For ease of evaluation, it is assumed that all flow generated in from the City of Oxford is treated at the Covington WRF, while in reality, a portion of Oxford’s wastewater is conveyed to NCWSA’s system and treated at the Yellow River WRF. Porterdale’s wastewater is conveyed to Yellow River WRF for treatment. Treated effluent from both the Covington and Yellow River WRF’s is land applied at their jointly owned Land Application System (LAS)

Currently, the flow generated in the Little River watershed, located in the Eastern most portion of the NCWSA's service area, is pumped to the Yellow River WRF for treatment. However, this area will be served by the new Little River WRF, which is planned to be operational by 2022. The Little River WRF will discharge reclaimed water to the Little River.

Table 5.5 presents the MMAD flow generated in each treatment facility's service area.

Table 5.5: Flow Forecasts by Treatment Service Area

Service Area	Maximum Month Average Day Flow Forecasts (MGD)							
	2015	2020	2025	2030	2035	2040	2045	2050
Covington WRF (Covington & Oxford)	2.8	4.0	4.6	5.3	6.0	6.8	7.6	8.4
Yellow River WRF (NCWSA West & Porterdale)	2.5	2.9	3.4	3.9	4.3	4.8	5.1	5.4
Little River WRF (NCWSA East)	0.4	0.7	1.2	1.8	2.4	3.0	3.4	3.7
Mansfield WPCP	0.03	0.04	0.05	0.06	0.06	0.07	0.07	0.08

Notes: 1. LAS peaking factor is 1.25 while WRFs have a peaking factor of 1.44, 2. Currently, flows generated in the Little River WRF service area are pumped to Yellow River WRF for treatment; the Little River WRF is on-line in 2022.

Comparing the expected flows generated in each basin to the capacity of the treatment facility provides insight as to when and where additional capacity may be required. A number of factors influence the timing of additional capacity, including economic vitality, population growth and industrial development. With this in mind, the charts presented in this section provide guidance; however, planning for capacity expansions should begin when average daily flows consistently exceed 70% to 80% of the plant's design capacity. Figures 5.3 through 5.5 present the maximum month average daily flow compared to the permitted and planned capacities for the Covington WRF, Yellow River WRF and the Little River WRF.

Figure 5.3 Covington WRF Comparison of Flow Forecasts to Treatment Capacity

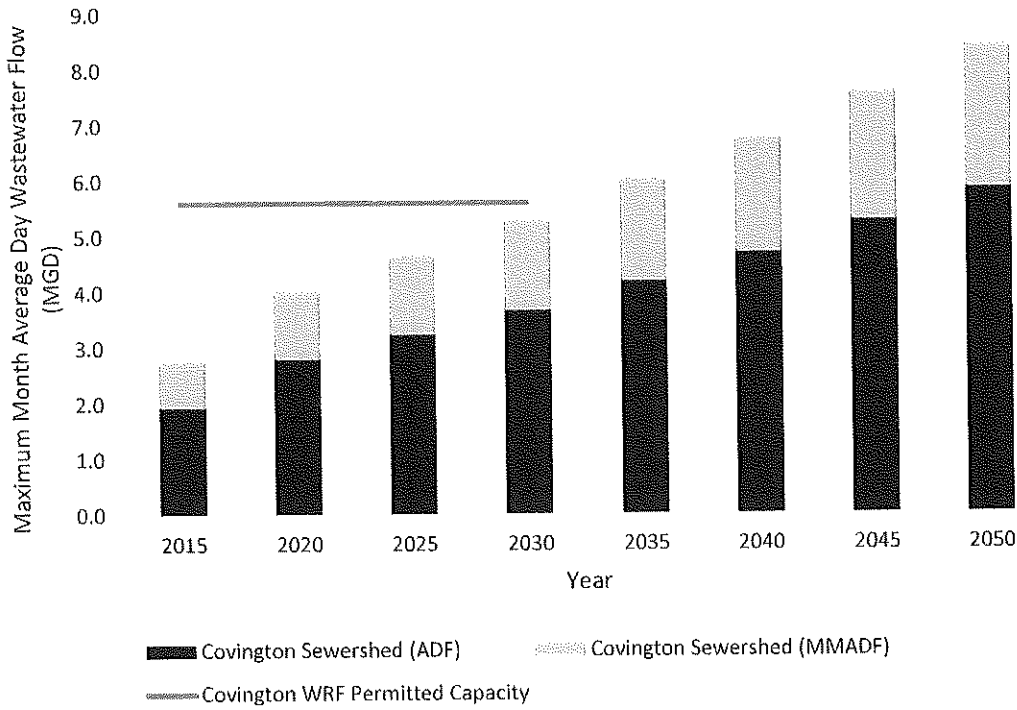
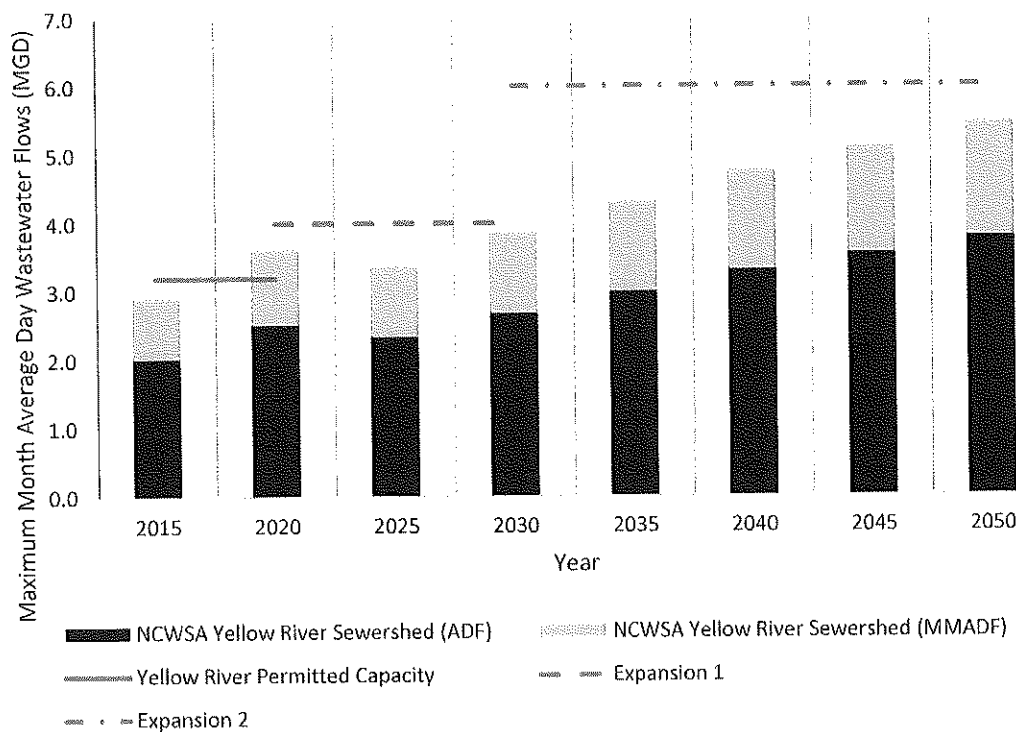


Figure 5.4 NCWSA Yellow River WRF Comparison of Flow Forecasts to Treatment Capacity



Note: Flows from the NCWSA East service area are currently being pumped to the NCWSA Yellow River WRF; by 2022 that flow is anticipated to be treated at the Little River WRF, which results in a decrease in flows to the Yellow River WRF as shown in 2025.

As seen in Figure 5.3, the Covington WRF is expected to have adequate capacity through 2030 after which additional capacity may be necessary to meet the City's future needs. The NCWSA's Yellow River WRF has a planned expansion to 4.0 MGD that is expected to on-line by 2020. As seen in Figure 5.4, the Yellow River WRF may require additional capacity by 2030 to 6.0 MGD, which will be sufficient through the end of the planning period.

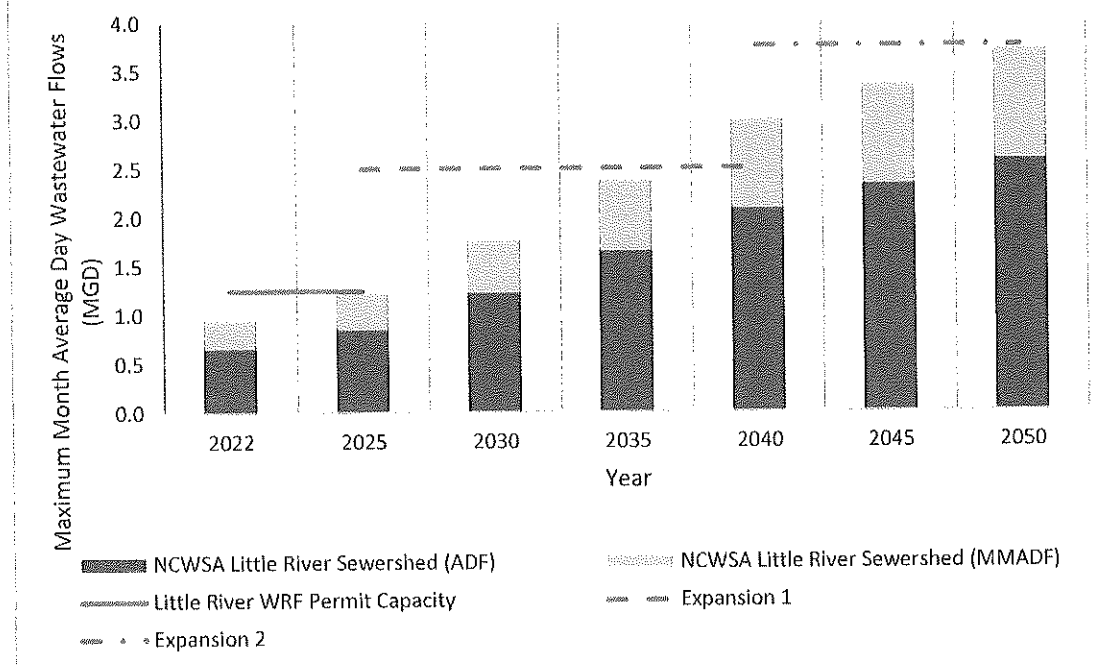
Treated effluent from the Covington WRF and the Yellow River WRF is conveyed to the LAS facility for land application. This facility has a current average day capacity of 8.8 MGD. Covington owns 5.6 MGD of the LAS capacity while NCWSA owns the remaining 3.2 MGD. NCWSA purchased an adjacent tract of land to develop an additional land application field to expand their discharge capacity by 1.23 MGD; NCWSA's future LAS capacity is 4.4 MGD. Based on average day flow forecasts for the Covington WRF sewershed, the Covington portion of the LAS should be sufficient through 2045 and 2050. At 2050, Covington's average day flows are forecast to 5.8 MGD, which is 0.2 MGD more than the available land application capacity. NCWSA's Yellow River WRF sewershed average day flow is forecast to be 3.8 MGD in 2050, which is below its total capacity at the LAS.

If the land application approach to effluent management is preferred long-term, additional land will be needed. An approach to maintain the LAS and expand capacity is to add drip irrigation to the buffer areas of the LAS. The previous study of the LAS, conducted by Carter & Sloope in 2012 as part of the City of Covington's Wastewater Master Plan, indicates that approximately 810 acres in buffer areas that could possibly be repurposed for drip irrigation, resulting in a 1-MGD increase in capacity.

An alternative approach is a stream discharge. The current regulatory climate encourages the return of reclaimed water to streams. The City of Covington and NCWSA received a wasteload allocation from EPD in 2007, which was extended in which the two utilities each would be allowed to discharge 4.4 MGD to the Yellow River.

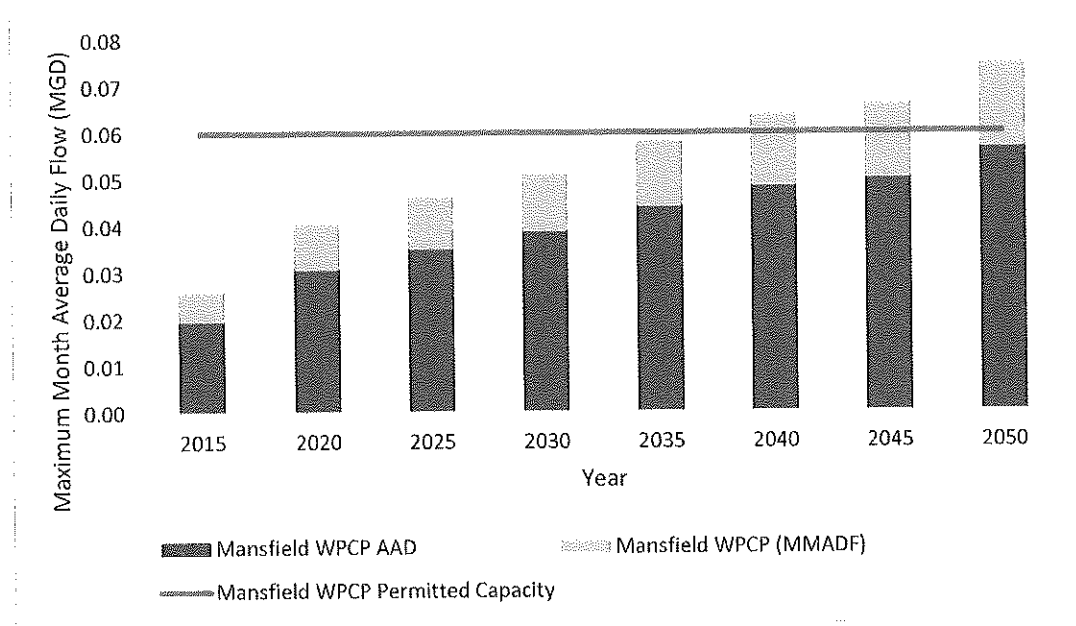
Currently, the area on the eastern-most portion of the County that is within the NCWSA's sewer service area has its wastewater conveyed to and treated by the Yellow River WRF. By 2022, the Little River WRF is expected to be in operation and the flow pumped to Yellow River WRF will be treated at this facility and discharged to the Little River. Figure 5.5 presents the projected wastewater flows for the Little River WRF sewershed compared to the treatment capacity. As seen in Figure 5.5, the initial treatment capacity of 1.25 MGD is expected to be nearly consumed by 2025. An increase in permitted treatment capacity to 2.5 MGD is recommended which will provide treatment through 2035 to 2040. A third expansion is recommended by 2040 to 3.75 MGD which will provide capacity through the planning period.

Figure 5.5: NCWSA Little River WRF Comparison of Flow Forecasts to Treatment Capacity



The City of Mansfield owns and operates a 0.06 MGD wastewater treatment facility with an aerated lagoon and surface water discharge to Pittman Branch, in the Oconee River Basin. The City provides service to customers within the City’s service area, which generally aligns with the City Limits. The projected wastewater flows for the City compared to the treatment capacity are shown in Figure 5.6. As seen in the Figure, additional capacity may be required by 2040 if the City expands its sewer collection system and allows additional connections to the system.

Figure 5.6: Mansfield WPCP Comparison of Flow Forecasts to Treatment Capacity



Appendix A

Figure A.1: 2015 Daily Wastewater Flows to WRFs and Recorded Rainfall

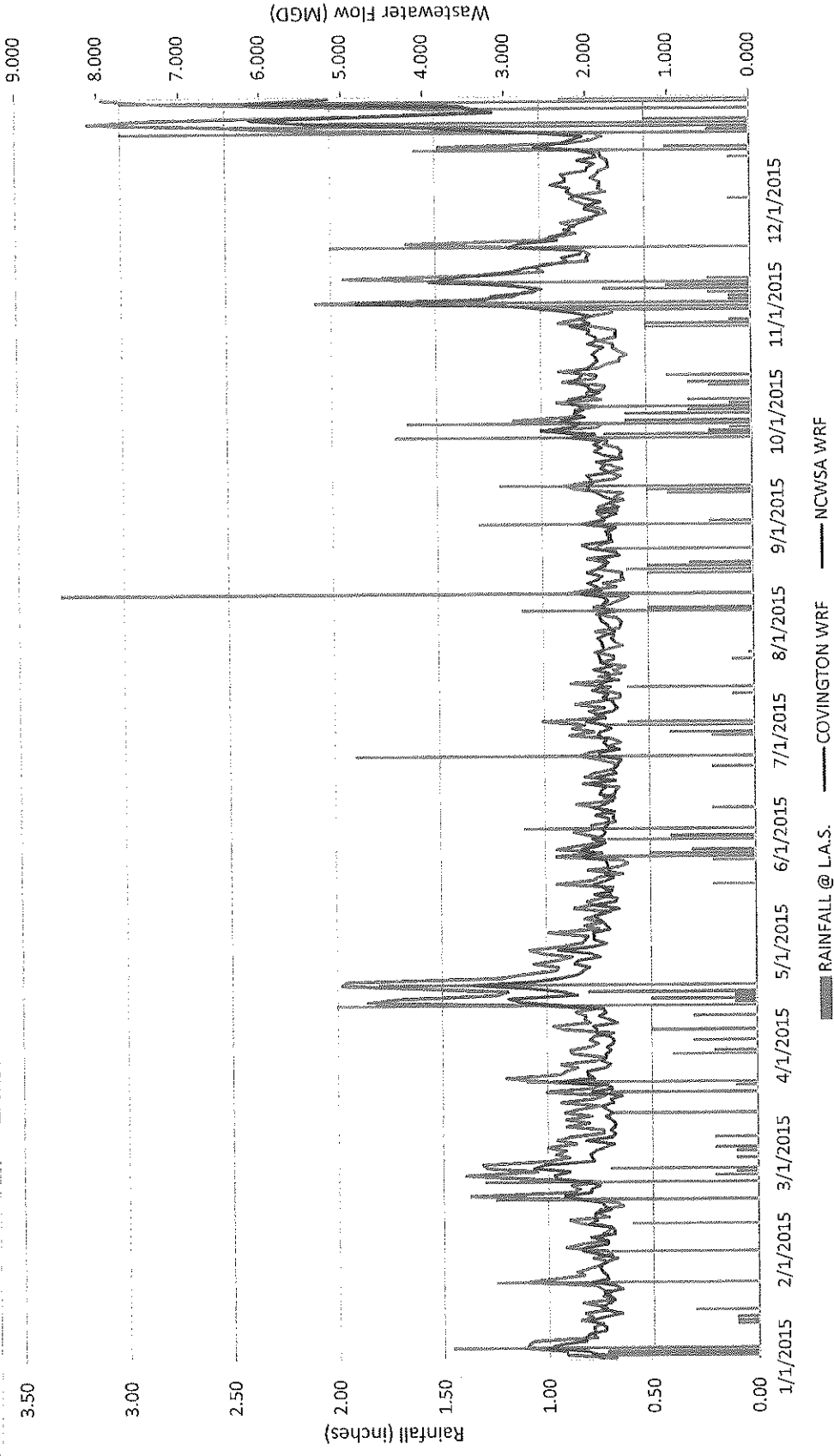


Figure A.2: 2016 Daily Wastewater Flows to WRFs and Recorded Rainfall

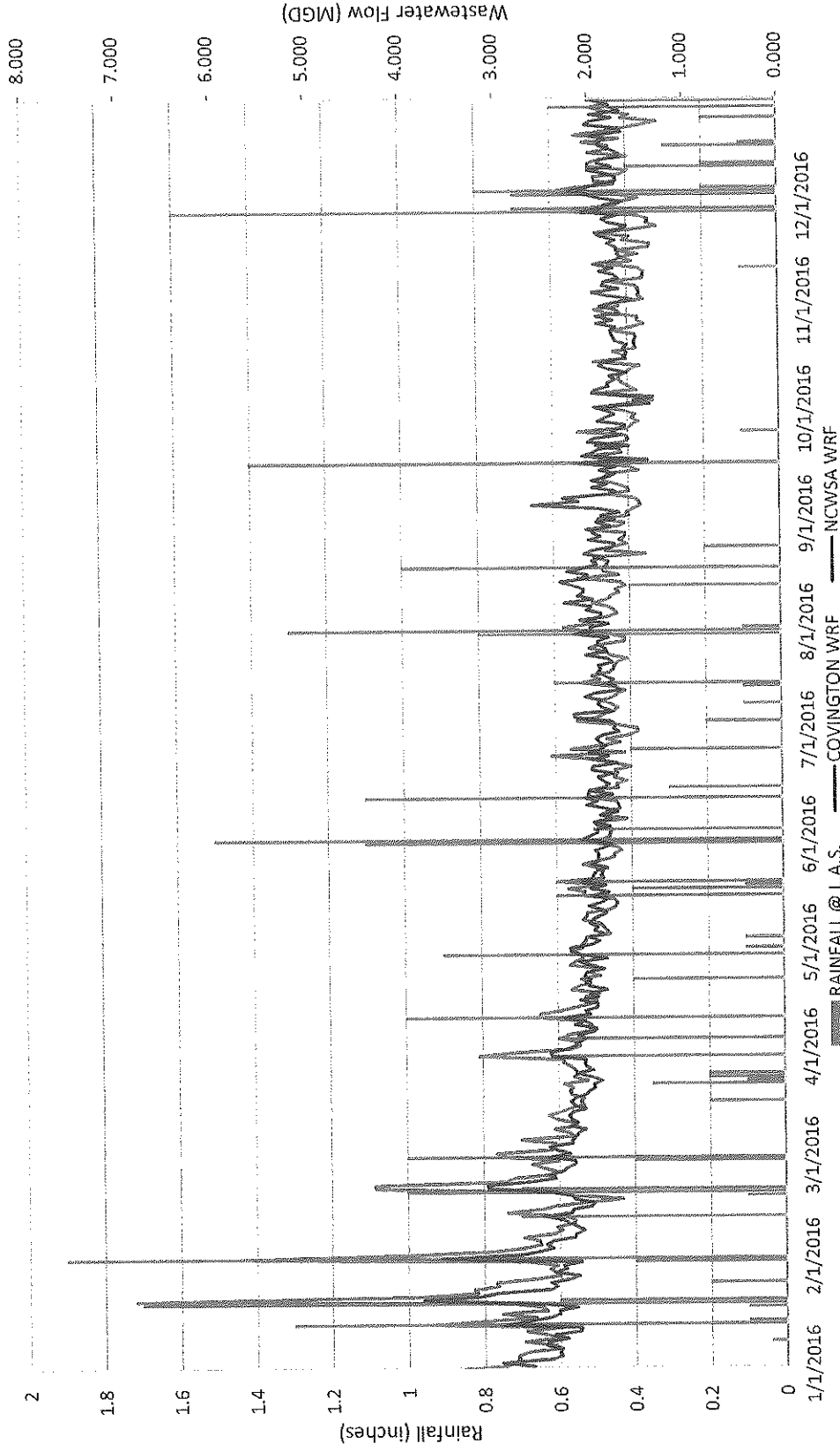
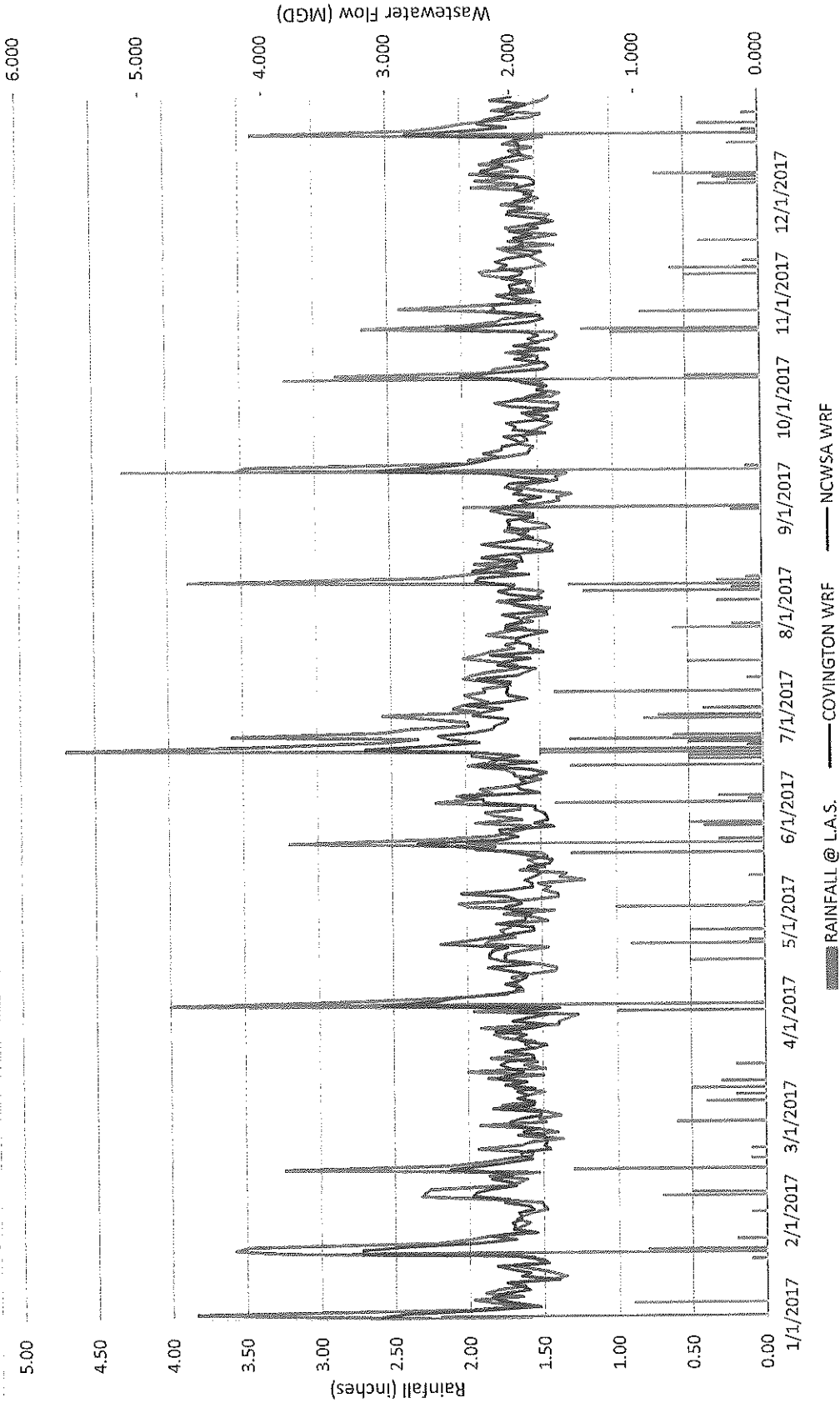


Figure A.3: 2017 Daily Wastewater Flows to WRFs and Recorded Rainfall



STATE OF GEORGIA
COUNTY OF NEWTON

TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is made this _____ day of _____, 2020 by and between Newton County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, and the City of Covington, Georgia, a municipal corporation, the City of Mansfield, Georgia, a municipal corporation, the Town of Newborn, Georgia, a municipal corporation, the City of Oxford, Georgia, a municipal corporation, the City of Porterdale, Georgia, a municipal corporation, and the City of Social Circle, Georgia, a municipal corporation (hereinafter the "Municipalities" or "Cities"), acting pursuant to validly adopted resolutions by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

WITNESSETH:

WHEREAS, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), authorizes the imposition of a Single County Transportation Special Purpose Local Options Sales and Use Tax (the "TSPLOST") to fund authorized transportation purposes for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, in accordance with Section 48-8-262(a)(1) of the Act, the parties have determined that the majority of counties in the region served by the Northeast Georgia Regional Commission have not proposed a referendum on a regional transportation special purposes sales and use tax; and

WHEREAS, the governing authorities County and the Municipalities met together on _____, 2020 to discuss possible projects and purposes for inclusion in the TSPLOST referendum in substantial conformity with the requirements of Section 48-8-262(a)(2) of the Act; and

WHEREAS, the County and the Municipalities desire to execute an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST and the rate of such tax; and

WHEREAS, the County proposes to issue general obligation debt in the amount of \$ _____ to fund some of the Projects defined herein;

NOW THEREFORE, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the Municipalities as follows:

Section 1. Representation of the Parties. Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering this Agreement:

(a) The County agrees that it will take all actions necessary to call an election, to be held in all the voting precincts in the County on November 3, 2020, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a TSPLOST of one percent shall be imposed on all sales and uses subject to the sales and use tax in the special district of Newton County, as authorized by the Act for up to 20 calendar quarters (five years) commencing on April 1, 2021 for the purpose of funding specified Projects (hereinafter more fully referred to and defined), and whether or not the County shall be authorized to issue general obligation debt in the principal amount of \$ _____ to finance certain of the Projects. The amount of money to be raised by the TSPLOST is estimated to be \$ _____.

(b) The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation and are each a “qualifying municipality” as such term is defined in the Act. During a public meeting of its governing board, each conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., each of the Municipalities validly approved the execution of this Agreement.

(c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County approved the execution of this Agreement.

(d) It is the intention of the County and the Municipalities to comply in all respects with O.C.G.A. § 48-8-260 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-260, et seq.

Section 2. Conditions Precedent. The obligations of all parties under this Agreement are conditioned upon the following prior events:

(a) The adoption of a resolution by the Board of Commissioners of Newton County authorizing the imposition of the TSPLOST and calling the necessary election in accordance with the provisions of Section 48-8-262(d) of the Act.

(b) The approval of the TSPLOST by a majority of the voters in the County voting in the election (for those purposes) to be held in accordance with the provisions of Section 48-8-263 of the Act.

(c) This Agreement is further conditioned upon the collection of TSPLOST revenues

by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax. The TSPLOST, subject to approval in an election to be held on November 3, 2020, shall be imposed at the rate of one percent (1%). The total estimated dollar amount is \$_____ (after deduction of collection fees by the State of Georgia Department of Revenue), which shall be the maximum amount to be raised by the TSPLOST. The maximum period of time for which the tax may be imposed is five years, beginning on April 1, 2021.

Section 4. Effective Date and Term of This Agreement. This Agreement shall commence upon the date of its execution and shall terminate upon the latter of:

- (a) The official declaration by the Board of Elections and Registration of Newton County of the failure of the election described in this Agreement; or
- (b) The expenditure by the County and the Municipalities of the last dollar of money collected from the TSPLOST even if such expenditure is made after the expiration of the TSPLOST collection period.

Section 5. Purposes and Projects, Priority and Order of Funding.

(a) In recognition of the need for transportation improvements across the County and the City, the parties agree that the total net proceeds shall be utilized for the following transportation purposes (the "Purposes"): roads, bridges, public transit, and all accompanying infrastructure and services necessary to provide access to these transportation facilities.

(b) The transportation projects to be funded in whole or in part from TSPLOST proceeds (the "Projects"), are listed in Exhibit A which is attached hereto and made part of this Agreement. The parties acknowledge and agree that at least 30% of the estimated revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22(a)(6).

(c) All Projects and Purposes described herein shall be funded from proceeds from the TSPLOST as provided in this Agreement, provided, however, that in the event that the actual proceeds are insufficient to fully fund the actual cost of all Projects and Purposes, then the Projects and Purposes shall be funded in the order of priority specified in Exhibit A, and no party shall be obligated to fund any Project or Purpose from revenues other than TSPLOST collections. Subject to the funding priority stated above, each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.

Section 6. TSPLOST Funds; Separate Accounts; No Commingling.

(a) A special fund or account shall be created by the County and designated as the 2020 Newton County Transportation Special Purpose Local Option Sales Tax Fund ("County TSPLOST Fund"). The County shall select a local bank which shall act as a depository

and custodian of the County TSPLOST Fund upon such terms and conditions as may be acceptable to the County.

(b) Each Municipality shall create a special fund to be designated as the 2020 [Municipality name] Transportation Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a depository and custodian of the TSPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(c) All TSPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 7, TSPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such accounts.

Section 7. Procedure for Disbursement of TSPLOST Proceeds.

(a) Upon receipt by the County of TSPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County TSPLOST Fund. The monies in the County TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Transportation Projects for the County listed in Exhibit A or, where applicable, disbursed to the Municipalities as provided in subsections (b) and (c).

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the TSPLOST shall be apportioned by the County according to the figures provided herein. The figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties. The County, following the deposit of the TSPLOST proceeds in the County TSPLOST Fund, shall, within 10 business days, disburse the TSPLOST proceeds due to each Municipality according to subsection (c) [; provided that, to the extent there is any outstanding City Finance Obligation (as defined in Section 11), the County shall first apply the TSPLOST proceeds of the applicable Municipality toward any debt service payments attributable to the City Finance Obligation.] The proceeds shall be promptly deposited in the separate funds established by each Municipality in accordance with Section 6 of this Agreement. The monies in each Municipality's TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Municipal Transportation Projects listed for that Municipality in Exhibit A.

(c) The parties will divide the monthly actual proceeds as follows: (Based on 2017 SPLOST)

- 1. Newton County: 74.999963 %
- 2. City of Covington: 18.47 %
- 3. City of Oxford: 3.02 %
- 4. City of Porterdale: 2.05 %
- 5. Town of Newborn: .83 %

6. City of Mansfield: _____ .63 %
7. City of Social Circle: .000037 _____ %

Section 8. Project Monitoring, Record-Keeping and Reporting, Audits.

(a) All parties to this Agreement shall promptly move forward with the acquisition, construction, equipage and installation of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.

(b) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.5(a)(2), which requires that certain information be included in the annual audit of the County or each of the Municipalities. During the term of this Agreement, the distribution and use of all TSPLOST proceeds deposited in the TSPLOST Fund and each Municipal TSPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. Each Municipality shall provide the County a copy of their annual audit.

(c) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Projects.

(d) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each Project undertaken by the County or respective Municipality as required to fulfill the terms of this Agreement

Section 9. Completion of Projects.

(a) The County and the Municipalities acknowledge that the costs shown for each Project described in Exhibit A are estimated amounts.

(b) If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the County may apply the remaining unexpended funds to any other County Project in Exhibit A.

(c) If a Municipal Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other Project included for that Municipality in Exhibit A.

(d) The County and the Municipalities agree that each approved TSPLOST Project associated with this Agreement shall be completed or substantially completed within five years after the termination of the TSPLOST collection period. Any TSPLOST proceeds held by a County or Municipality at the end of the five-year period shall, for the purposes

of this Agreement, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-269.5(f)(2).

Section 10. Certificate of Completion and Termination. Within thirty (30) days after the acquisition, construction or installation of a Municipal Project listed on Exhibit A is completed, the Municipality owning the Project shall file with the County a certificate of completion signed by the mayor or other chief elected official of the respective Municipality, setting forth the date on which the Project was completed and the final cost of the Project.

Section 11. The County Debt.

(a) The TSPLOST election ballot shall contain language required by the Act for the authorization of general obligation County debt in the principal amount of \$ _____.

[Option 1] [The County may use the proceeds of its debt for the purpose of funding County Projects, paying capitalized interest (if any), and paying the cost of issuing its debt. The County acknowledges that it is solely responsible for the payment of its debt, including any and all costs, interest, and fees associated therewith.]

[Option 2] [The County shall use the proceeds of its debt to first pay the cost of issuing the debt. Then it shall disburse \$ _____ of the proceeds of the debt issuance to the City of _____ and retain the remainder. The amount disbursed to the City of _____ and all interest and fees associated therewith, plus the City's pro-rata share of the cost of issuing the debt, shall be the "City Finance Obligation." The City of _____ will be responsible for providing the County with funds sufficient to satisfy the City Finance Obligation. The amount disbursed to the County and all interest and fees associated therewith, plus the County's pro-rata share of the cost of issuing the debt, shall be the "County Finance Obligation". The County will be solely responsible for the County Finance Obligation.]

(b)

[Option 1] The County's debt shall be paid first from the proceeds of its portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt from its portion of the proceeds, the County shall pay any shortfall attributable to the debt from its general fund (the "Debt Service Payments"). The County covenants that, in order to make the Debt Service Payments when due from its general funds to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder and it will make available and use for such payments all taxes levied and collected for that purpose together with funds from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the

County to make any payments that may be required to be made from its general funds shall constitute a general obligation of the County and a pledge of full faith and credit of the County to provide the funds required to timely fulfill any such obligation.

[Option 2] The City Finance Obligation shall be paid first from the proceeds of the City of _____'s portion of the TSPLOST, and the County Finance Obligation shall be paid first from the proceeds of the County's portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt service on the City Finance Obligation or County Finance Obligation, the City of _____ or County (as applicable) shall pay any shortfall from its general fund ("Debt Service Payments"). The City of _____ and the County each separately covenant that, in order to make Debt Service Payments when due from its general funds to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder and it will make available and use for such payments all taxes levied and collected for that purpose together with funds from any other source. The City of _____ and the County each further covenant and agree that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City of _____ or the County (as applicable) to make any payments that may be required to be made from its general funds shall constitute a general obligation of that entity and a pledge of that entity's full faith and credit to provide the funds required to timely fulfill any such obligation.

(c) In the event for any reason such provision or appropriation is not made as provided in the preceding paragraphs, then the fiscal officer of the County or City (as applicable) is hereby authorized and directed to set up as an appropriation on its accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County (or City) had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal office of the County (or City) shall immediately make such Debt Service Payments to the paying agent for the debt if for any reason the payment of such obligations shall not otherwise have been timely made.

(e) The obligations of the County and City of _____ to make Debt Service Payments and to perform and observe the other agreements on its part contained in this Section 11 shall be absolute and unconditional. Until such time as the principal of and interest on the debt shall have been paid in full or provision for the payment thereof shall have been made, the County and City of _____ (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any

Project, or any failure of any other party to this Agreement to observe, whether express or implied, any duty, liability or obligation arising out of or connected with this Agreement.

(f) The County will be responsible for all facets of the debt issuance and repayment process. The County will select the underwriter, bond counsel, local counsel, etc. The County will endeavor in good faith to be fiscally responsible in minimizing to the extent possible the costs and fees with the debt issuance process. The Municipalities are not issuing any bonds or other indebtedness associated with this Agreement.

Section 12. Expenses. The County shall administer the County TSPLOST Fund to effectuate the terms of this Agreement. Furthermore, the County and the Municipalities shall be jointly responsible on a pro rata basis for the cost of holding the TSPLOST election. The County shall be reimbursed for the Municipalities' share of such costs.

Section 13. Default. The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

Section 14. Liability for Noncompliance. The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that any Municipality fails to comply with the requirements of the Act (O.C.G.A. § 48-8-260 et seq.), the County shall not be held liable for such noncompliance. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to, or waiver of, any future breach of the same.

Section 15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 16. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia.

Section 17. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 18. Entire Agreement. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects are hereby rescinded and superseded by this Agreement.

Section 19. Amendments. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 20. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) Newton County Board of Commissioners
1124 Clark Street
Covington, GA 30014
Attention: County Manager
- (b) City of Covington
P. O. Box 1527
Covington, GA 30015
Attention: City Manager
- (c) City of Mansfield
P. O. Box 35
3146 S. Highway 11
Mansfield, GA 30055
Attention: City Mayor
- (d) Town of Newborn
P. O. Box 247
Newborn, GA 30056
Attention: Town Clerk
- (e) City of Oxford
110 West Clark Street
Oxford, GA 30054
Attention: Mayor
- (f) City of Porterdale
P. O. Box 667
Porterdale, GA 30070
Attention: City Manager
- (f) City of Social Circle
166 N. Cherokee Rd.
P. O. Box 310 Social Circle, GA 30025
Attention: City Manager

IN WITNESS WHEREOF, all parties hereto agree.

NEWTON COUNTY, GEORGIA

(COUNTY SEAL)

By: _____
Marcello Banes, Chairman

Attest:

Jackie Smith, Clerk Date

CITY OF COVINGTON

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

CITY OF MANSFIELD

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

TOWN OF NEWBORN

(TOWN SEAL)

By: _____
Mayor

Attest:

City Clerk Date

CITY OF OXFORD

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

CITY OF PORTERDALE

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

CITY OF SOCIAL CIRCLE

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

EXHIBIT A

TSPLOST proceeds, to the extent available, shall be allocated to the Purposes and Projects shown in the table below. The projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. For joint City-County projects (identified below), the parties shall cooperate in good faith to decide on funding and construction priority. After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

	Project	Purpose	Estimated Cost
Newton County	Safety Improvements	Safety/pedestrian	\$1.9m
	Bridge replacement/repair	safety	\$6.9m
	Facility expansion	Relieve congestion	\$17m
	Intersection Improvements	Safety, improve traffic flow	\$7.9m
	Paving/resurfacing	Maintainance and safety	\$6m
	Transit	Mobility	\$2m
City of Covington			
City of Mansfield			
Town of Newborn			
City of Oxford			
City of Porterdale			
City of Social Circle			
			Total: \$



JOHN DEERE



Quote Summary

Prepared For:

City Of Mansfield City Hall, Mansfield City Hall
3146 Highway 11 S
Mansfield, GA 30055

Prepared By:

Johnathan Malone
Ag-Pro
1377 Dogwood Drive
Conyers, GA 30012
Phone: 770-760-0010
jmalone@agproco.com



All Used Equipment is Sold As Is, No Warranty.

Quote Id: 22182620
Created On: 19 June 2020
Last Modified On: 19 June 2020
Expiration Date: 20 July 2020

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z915E ZTrak - 1TC915EVHLT081648	\$ 9,569.13	\$ 7,075.00 X	1 =	\$ 7,075.00
Equipment Total				\$ 7,075.00

Quote Summary

Equipment Total	\$ 7,075.00
Dealer services	\$ 199.99
SubTotal	\$ 7,274.99
Est. Service Agreement Tax	\$ 0.00
Total	\$ 7,274.99
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 7,274.99

Approved
7/13/2020
Council Meeting
JH

100.54.2100
Equipment
CK# 4689 Genfund

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 22182620

Customer: CITY OF MANSFIELD CITY HALL, MANSFIELD CITY HALL

JOHN DEERE Z915E ZTrak - 1TC915EVHLT081648

Hours: 0

Suggested List

Stock Number: 010118012132

\$ 9,569.13

Code	Description	Qty
2501TC	Z915E GAS MIDZ MOWER	1

Standard Options - Per Unit

001A	COUNTRY CODES - US/CANADA	1
1036	54-60"DK PNEUMATIC TIRE	1
1502	54" DECK	1
2091	DELUXE HIGH BACK SEAT	1
	FRT DISC	1
	FREIGHT	1
	MISC	1
	MKT DEV FUND	1

Other Charges

Setup	1
-------	---

Original Factory Build Codes

Code	Description
001A	COUNTRY CODES - US/CANADA
1036	54-60"DK PNEUMATIC TIRE
1502	54" DECK

C.M.Rogers & Sons ,Inc

P.O.Box 5
Covington , Ga 30015

Estimate

Date	Estimate #
6/18/2020	947

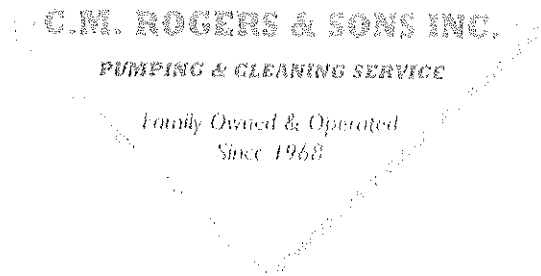
Name / Address
City of Mansfield 3146 Highway 11S Mansfield , Ga 30055

Monday, July 20 @ 9:00A

Terms	Project

Item	Description	Qty	Rate	Total
1-29	Job Location :Oak St , 4th Ave and Poplar St			
1-29	Description : To clean sewer lines and pump station			
1-12	Combination and operator unit : (4 hr min .)			
1-10B	Service and Utility unit		385.50	385.50
4-12-c	Size of line : 6" and 8"			
4-18	Type of line cleaned : Sanitary sewer			
4-20	Line clogged with : Grease			
1-2-10-A	Fee per foot for 6" to 8" (light cleaning :material and debris equal to but no more than 25% diameter of pipe	2,000	0.85	1,700.00
4-17	Type of sewer pump : Smith & Loveless			
1-51	Equipment decontamination		250.00	250.00
1-37	Dump location : on-site			
<i>Approved 7/13/2020 Council meeting JH</i>				
Looking forward doing business with you.			Total	\$2,335.50

Phone #	Fax #
(770)482-8746	(770)482-8920



**SEWER INSPECTION/ CLEANING PRICES
AS OF JANUARY 2019**

Television Inspection

Sewer Lateral Inspection (push from clean out at ground to main) \$6.45 per LF

Crawler Camera Inspection

-6"-8"	\$1.92 per LF
10"-12"	\$2.24 per LF
14"-16"	\$2.36 per LF
12"-21"	\$2.55 per LF
24"-27"	\$3.00 per LF

Sewer Line Cleaning

Light Cleaning: (material and debris equal to NO MORE than 25% diameter of pipe)

-6"-8"	\$1.45 per LF
-10"-12"	\$1.65 per LF
-14"-16"	\$1.86 per LF
-18"-21"	\$2.10 per LF
-24"-27"	\$3.15 per LF

Medium Cleaning: (material and debris greater than 25% but less than 50% diameter of pipe)

-6"-8"	\$1.75 per LF
-10"-12"	\$1.95 per LF
-14"-16"	\$2.55 per LF
-18"-21"	\$2.75 per LF
-24"-27"	\$3.25 per LF

C.M. ROGERS & SONS INC.

PUMPING & CLEANING SERVICE

*Family Owned & Operated
Since 1968*

Heavy Cleaning: (material and debris greater than 50% diameter of pipe)

-6"-8"	\$2.25 per LF
-10"-12"	\$2.45 per LF
-14"-16"	\$2.65 per LF
-18"-21"	\$2.85 per LF
-24"-27"	\$3.25 per LF

Specialty Cleaning: (heavy roots and grease, large diameter rocks and debris)

-6"-8"	\$2.65 per LF
-10"-12"	\$2.85 per LF
-14"-16"	\$3.25 per LF
-18"-21"	\$3.45 per LF
-24"-27"	\$3.65 per LF

**Above listed prices do not include disposal of material removed from sewer lines. Water and waste meter will not be included with above listed prices either.

Jeana Hyde

From: C M ROGERS <rogers304@bellsouth.net>
Sent: Monday, June 29, 2020 4:42 PM
To: Jeana Hyde
Subject: Re: Estimate 947 & Sewer Price List Attached/ CM Rogers & Sons, Inc.
Attachments: Estimate 947 City of Mansfield.pdf

Mrs. Hyde,

Please find the attached Estimate 947 for the City of Mansfield. Also with that attachment is Mr. Rogers current sewer prices. Please let me know that you received this and if you have any questions.

Thank you.
Mary Evelyn

C.M. "Buck" Rogers Jr.

C.M. Rogers & Sons, Inc.

****New Mailing Address****

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1978 Phillips Road
Lithonia, GA 30058

770-482-8746 Office

770-231-9318 Cell

rogers304@bellsouth.net