

## COMPREHENSIVE PLAN AGREEMENT PERTAINING TO WATER AND SEWER SERVICE

The City of Stockbridge (hereinafter referred to as "City") has maintained a water and sewer department since the time of its charter for the purpose of serving the citizens and businesses within its corporate limits. The Henry County Water Authority (hereinafter referred to as "Authority"), organized under the laws of the State of Georgia, serves primarily unincorporated areas of Henry County and is funded through user fees, charges, and a county-wide two mill tax.

The Georgia Service Delivery Act, O.C.G.A. Section 36-70-1, et seq. (the "Service Delivery Act"), authorizes and promotes the establishment, implementation, and performance of coordinated and comprehensive planning by municipal governments and county governments. The process set forth in that statute is intended to minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The Service Delivery Act requires each county and municipality in the State of Georgia to execute an agreement for the implementation of a local government service delivery strategy. The present Agreement is entered into specifically as a result of the mandates of the Service Delivery Act, and it is intended to satisfy the requirements of that Act.

In consideration of the premises, mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Authority will assist the City in relocating the Authority's water and sewer lines that are located at intersections between city streets and county roads where the street or road is being widened or improved. The Authority will provide the labor for the relocation of the lines and the City will provide the materials.
2. As and when requested by the City, the Authority will provide a video of sewer lines for the City at the Authority's cost of labor and equipment on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. The request will be placed upon the Authority's regular internal job schedule and will be serviced in due course by the Authority. Where emergency situations are caused by stoppage in lines, the Authority will assist the City with video taping the line at no cost to the City.
3. As and when requested by the City, the Authority will provide engineering assistance limited to those services which can be provided by the Authority's in-house engineering personnel at the Authority's cost for labor and materials on a per hour basis. Said hourly rate shall be set by the Authority on an annual basis. Such requests are to be made in writing to the General Manager of the Authority. The request will be placed upon the Authority's regular internal job schedule and will be

serviced in due course by the Authority.

4. The parties hereby establish service areas and certain conditions for the City and the Authority as set forth below:

- A. Except as hereafter provided, the City will provide water and sewer services to the customers that are presently located inside the incorporated area of the City. Except as hereafter provided, the Authority will provide water and sewer services to customers located in the unincorporated areas of the County.
- B. At present, there are certain customers to whom the City provides water and/or sewer services who are located outside the incorporated area of the City. Except as hereafter provided, the City will continue to serve those customers until the customer has been transferred as hereinafter provided. (See Exhibit "A" attached).
- C. At present, there are certain customers to whom the Authority provides water and/or sewer services who are located inside the incorporated area of the City. Except as hereafter provided, the Authority will continue to serve those customers until the customer has been transferred as hereinafter provided. (See Exhibit "A" attached).
- D. Except as hereinafter provided, if any land is subsequently annexed or is made part of the incorporated area of the City by Charter Amendment or the re-enactment of a new Charter (all of which are referred to as annexed), and the Authority is, at the time of such inclusion, providing water and/or sewer services to the property annexed, the Authority will continue to provide the services.
- E. If, on the date of this Agreement, the City has sewer lines that exist or are under construction in a drainage basin that is located wholly or partially outside the incorporated area of the City, the City may continue or extend sewage services to any customer that gravity flows into said sewer lines.
- F. In the future, if the City is required to construct a sewer line to serve a customer that is located in the incorporated area of the City and the construction of the sewer line requires that the sewer line be constructed in a drainage area located outside of the incorporated area of the City, the City will be allowed to provide sewage services to any customer that gravity flows into the newly constructed sewer line provided that the Authority is not providing sewer services to the drainage area.
- G. In the future, if the Authority is required to construct a sewer line to serve a customer that is located in the unincorporated area of the County, and the construction of the sewer line requires that the sewer line be constructed in a drainage area located inside the incorporated area of the City, the Authority will be allowed to provide sewer services to any customer that gravity flows into the newly constructed sewer

line provided that the City is not providing sewer services to the drainage area.

H. As to areas in the City Limits, as they exist on the date of this Agreement or as they may be modified subsequent hereto, the following additional requirements will apply to said property:

1. The City is the presumptive provider of water and sewer service. However, if the Authority is presently providing water and sewer services to the annexed area, the Authority will continue to do so.
2. If the Authority has a water line that is adjacent to or within the annexed property, or a water line that is located closer to the property than the City's existing water line with sufficient water capacity to serve the development as determined by the Authority, then the Authority will continue to serve the water to the development until the property is served by City sewer. Upon the City providing sewer service to the development, the City shall install, at its expense, a master meter(s) and purchase water from the Authority at the municipal rate set from time to time by the Authority and assume the responsibility of the ownership, operation, and maintenance of the water lines located behind the meter.
3. If the City has a water line that is adjacent to the annexed property or a water line closer than an extension of the Authority's existing water line with sufficient water capacity to serve the development as determined by the City, then the City will serve the water until the annexed property is served by the Authority's sewer. Upon the Authority providing sewer service to the annexed area, the Authority shall install, at its expense, a master meter and purchase water from the City at the municipal rate set from time to time by the City and assume the responsibility of the ownership, operation, and maintenance of the water lines located in the development.
4. If the City accepts an application for annexation of property for review and consideration and the City desires that the property, if annexed into the City, be serviced with sewer service, the City shall give written notice thereof to the Authority. The Authority shall have thirty (30) days from the receipt of the notice in which to make a determination as to whether or not it will provide sewer service to the property. If the Authority elects to provide the sewer service, the sewer line(s) shall be constructed according to the Authority's rules and regulations. However, a contract for construction of the sewer line thereof shall be issued within twelve (12) months from the date of annexation. If the Authority elects not to provide sewer services to the property, the City shall provide the sewer services to the annexed property as required by state law and its ordinances. The provisions regarding providing

water as described in paragraph 4.H.2. above shall apply to the property annexed.

5. In order to maintain the quality of each individual system, the City and the Authority agree to endeavor to maintain common development standards for installation of water and sewer lines in any new development.
  - I. All present and future water and sewerage customers of the City that are located in the unincorporated areas of the County will be charged no greater rate for City services than is being charged by the Authority to its customers unless required by state or federal mandate. Prior to the City providing the services to a customer located outside of the incorporated area of the City, the City will issue a notice letter to the Authority. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
  - J. All present and future water and sewerage customers of the Authority that are located in the incorporated areas of the City will be charged no greater rate for the Authority's services than is being charged by the Authority to similar customers located in the unincorporated area of the County. Prior to the Authority providing the services to a customer located in the incorporated area of the City, the Authority will issue a notice letter to the City. The letter will provide the name of the property owner, a location map of the property to be served, and the zoning designation for the property.
  - K. Except as provided in the Agreement, the City shall not have the right to acquire the Authority's water and/or sewer lines, pumping stations, facilities, or customers.
  - L. The Authority will make every reasonable effort to provide water and sewer services to those areas that the Authority assumes responsibility for and will do so according to the same rules and regulations that established service in the unincorporated areas of Henry County.
  - M. The City shall not run or extend water lines that would be parallel to existing Authority water lines that have sufficient capacity to provide the water service to the customer(s).
5. Exchange of Service Areas.
  - A. If the Authority is presently or subsequently provides sewer services to property located within the incorporated area of the City or the unincorporated area of the County, and the City is providing water to the customer, a master meter shall be installed at the expense of the Authority and the Authority shall purchase water from the City at its wholesale rate that is set from time to time by the City, which rate

cannot exceed the municipal rate being charged by the Authority to the municipalities of Henry County.

Water lines that are located on the back side of said meter shall become the property of the Authority and shall be operated and maintained by the Authority as part of its system.

- B. If the City is presently or subsequently providing sewer services to property located within the incorporated area of the City, and the Authority is providing water to the customer, a master meter shall be installed at the expense of the City and the City shall purchase water from the Authority at its wholesale rate that is set from time to time by the Authority.

Water lines that are located on the back side of said meter shall become the property of the City and shall be operated and maintained by the City as part of its system.

6. As to wastewater treatment facilities:

- A. The Authority presently provides wastewater treatment facilities to a portion of the City through the Walnut Creek Wastewater Treatment Facility (“AWTF”); and
- B. The City provides sewer services to the City and portion of Henry County through its Brushy Creek Wastewater Treatment Facility (“CBTF”).

- 1. All wastewater customers that gravity flow into the Authority’s AWTF, whether located inside or outside the incorporated area of the City, shall be served by the Authority.
- 2. All wastewater customers that gravity flow into the City’s CBTF plants, whether located inside or outside the incorporated area of the City, shall be served by the City at said plants provided that CBTF has treatment capacity to serve customers located in the unincorporated areas of Henry County.
- 3. If a customer is located within the incorporated area of the City and cannot be served by the Authority through a gravity flow system, then the customer may be served through a pumping station(s) to a City wastewater treatment plant.

7. Impact Fees.

- A. Except as hereinafter provided, the entity that is providing the service (water or sewer or both) shall receive the impact fees that are assessed by the entity for the service.
- B. Where the City is purchasing water through a master meter to serve a specific

customer or development, the City shall collect on the Authority's behalf and pay over to the Authority such water impact fees.

- C. Where the Authority is purchasing water from the City through a master meter to serve a specific customer or development, the Authority shall collect on the City's behalf and pay over to the City such water impact fees.
- D. All impact fees shall be calculated based upon an equivalent dwelling unit ("EDU") which is currently 300 gallons per day ("GPD"). The Authority and the City agree that the EDU for single family residents shall be currently 300 GPD. The entity providing the service shall approve the calculation of impact fees for all commercial and industrial customers.
- E. The entity that is providing the water service permits shall collect all impact fees that are due under the terms of this Agreement and remit to the appropriate entity within 30 days of issuing the building permits. Failure to collect the impact fees will result in the entity that should have collected the fee being responsible and liable for the payment thereof.

8. If a City water customer fails to pay its bill for wastewater treatment services provided by the Authority, and the bill remains unpaid for a period of sixty (60) days, upon request from the Authority, the City agrees to take action to terminate the water service to the City's water customer until the Authority's wastewater treatment bill has been paid in full. If an Authority water customer fails to pay its bill for wastewater services provided by the City, and the bill remains unpaid for a period of sixty (60) days, upon request from the City, the Authority agrees to pay the bill or terminate the water service to the Authority's customer until the City's wastewater treatment bill has been paid in full.

9. The Authority and the City shall maintain their respective facilities in compliance with all requirements of the United States Environmental Protection Agency, the Georgia Department of Natural Resources, Environmental Protection Division, or their respective successors, at all times during the terms of this Agreement.

10. The City agrees to notify the Authority in writing when it approves construction of any new residential, commercial, and industrial developments that will be served water and/or sewer by the Authority so that the Authority may adequately plan and provide for sufficient wastewater treatment capacity for the City as set forth herein.

11. Except as hereinafter stated, all previous Agreements entered into by the parties are hereby terminated. Any fees, funds, or debts that were owed by either party to the other prior to the date of this Agreement shall remain in full force and effect and will not be waived or amended by this Agreement.

12. Within thirty (30) days of completion of the annexation of property into the City, the City will provide to the Authority a copy of the tax map or plat of the property annexed, the name and address of the property owners, a copy of the annexation application, and a statement as to whether or not the City plans on providing water and/or sewer services to the property.

13. If a water or sewer line should cross a mitigation area owned by the other party to this agreement, the party crossing the mitigation area shall be responsible for obtaining all federal and state permits for the crossing of the same and providing any additional mitigation that is required by any federal or state government agency or entity having jurisdiction thereover. All such costs shall be paid by the entity crossing the mitigation area.

14. Decisions regarding services to customers of the Authority will be made in accordance with the regulations and policies of the Authority without regard as to whether the customer is in the incorporated area of the City or the unincorporated area of the County. The City will not attempt to influence these decisions for individual customers. Decisions regarding services to customers of the City will be made in accordance with the regulations and policies of the City without regard as to whether the customer is in the Authority's service area. The Authority will not attempt to influence these decisions for individual customers.

15. This Agreement may be amended between the Authority and the City of Stockbridge without the consent of the remaining cities.

16. This Agreement shall remain in full force and effect for a period of ten (10) years from the date of execution.

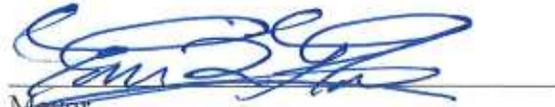
17. The City shall be responsible for complying with all laws, rules and regulations that apply to the management, collection and treatment of stormwater or wastewater that occurs within the City limits and service area and shall take what action may be necessary to prevent pollution of any stream or tributary thereof that effects the water quality of any existing or planned portable drinking water sources of the Authority. The Authority shall be responsible for complying with all laws, rules and regulations that apply to the management, collection and treatment of stormwater or wastewater that occurs within the Authority's service area and shall take what action may be necessary to prevent pollution of any stream or tributary thereof that affects water quality of the existing or planned portable drinking water sources of the City.

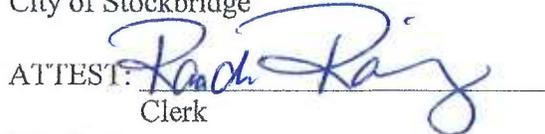
18. The undersigned, agree that the Water and Sewer Service Delivery Strategies set forth herein will be an efficient and effective method of delivery, and with each entity providing service for a specific area under separate funding, we see no apparent duplication of services nor prospect for consolidation.

By this inter-local agreement, we, the undersigned, agree that this is the most effective, efficient manner in which to deliver these services to the people of the City and the County, this 8<sup>th</sup> day of December, 2014.

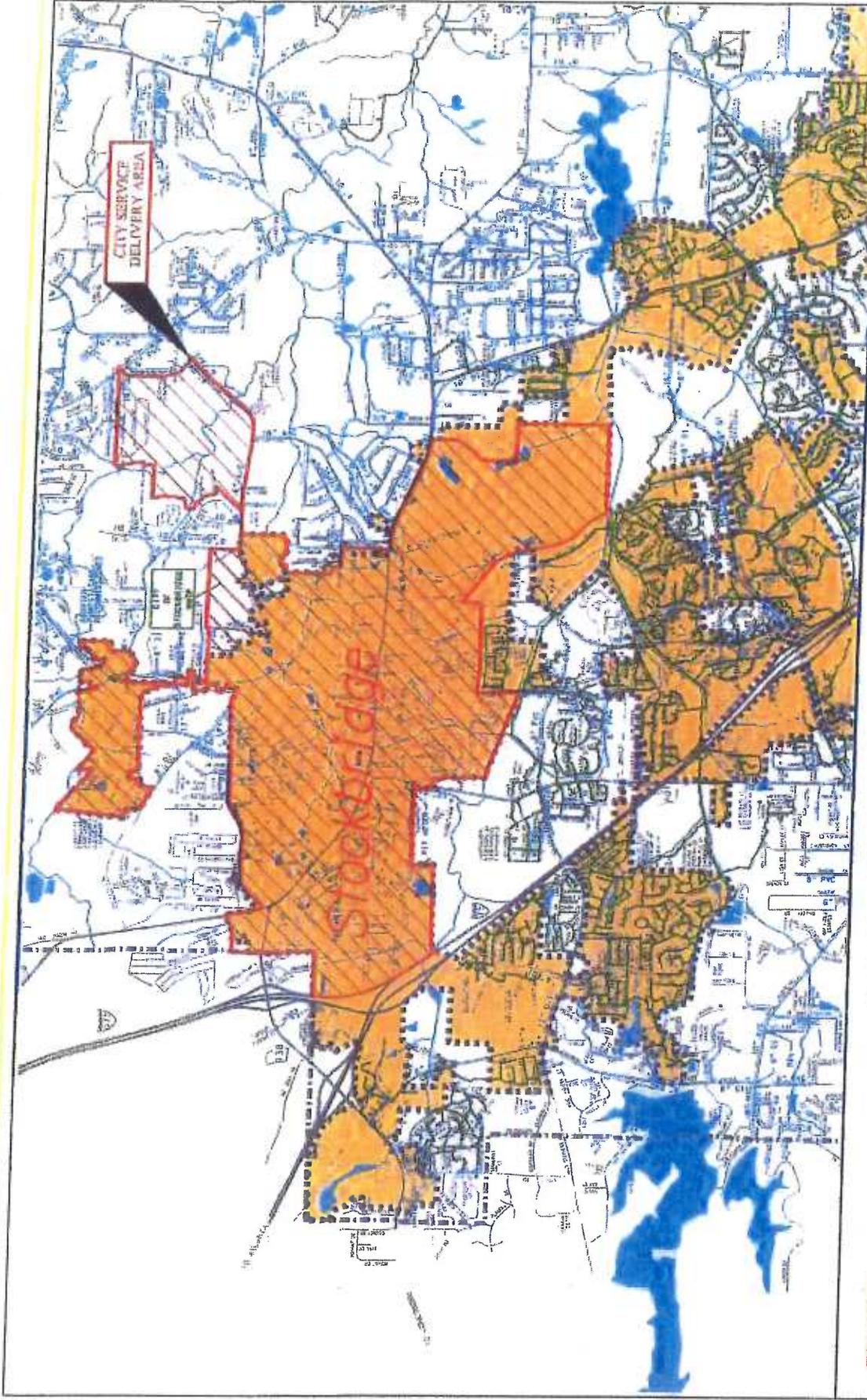
  
\_\_\_\_\_  
Chairman  
Henry County Water Authority

ATTEST:   
\_\_\_\_\_  
Clerk  
Authority Seal

  
\_\_\_\_\_  
Mayor  
City of Stockbridge

ATTEST:   
\_\_\_\_\_  
Clerk  
City Seal





STOCKBRIDGE  
CITY LIMITS  
AND  
SERVICE AREA  
BOUNDARY

0.1" = 3000'

# CITY OF STOCKBRIDGE SEWER SERVICE AREA EXHIBIT

 SERVICE AREA