



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
REGULAR SESSION  
MONDAY, April 1, 2019 – 7:00 PM  
CITY HALL**

**PRESENT:** Jerry D. Roseberry, Mayor; Council members: George Holt; Jim Windham; Mike Ready; David Eady; Jeff Wearing, Sarah Davis. Staff members present: City Manager Matt Pepper, City Clerk Connie Middlebrooks, Utility Superintendent Jody Reid, Police Chief Dave Harvey, City Attorney David Strickland.

**OTHERS PRESENT:** Peggy Madden, Hoyt Oliver, Laura Gafnea from Oxford College, Juanita Carson, Art & Laurie Vinson, Monica Darrah, James and Adrienne Waddey, Angela Pilgrim, Anderson Wright, Bill and Karen Couch, Dave Huber, Melissa Hage, and Judy Greer.

1. The meeting was called to order by the Hon. Jerry D. Roseberry, Mayor
2. Invocation was delivered by Hoyt Oliver
3. Pledge of Allegiance
4. Motion to accept the Agenda for April 1, 2019 – Ready – Second – Wearing, approved unanimous 7/0.
5. Consent Agenda - Approved unanimous 7/0. (Attachment A)
6. Mayors Report  
Mayor Roseberry informed everyone that on Tuesday April 2<sup>nd</sup> at 6 P.M. the Mayors and City Managers from the five municipalities in Newton County will meet with the Newton County Board of Commissioners at the Historic Court House to discuss the service delivery strategy.
7. Planning Commission Recommendations/Petitions  
None
8. Citizens Concern  
None
9. Distributed Generation Rider  
Councilmember Eady made a motion to remove the residential standby capacity charge of \$11.15 per kw from the city's distributed generation tariff.  
**Motion – second –Windham, approved unanimous 7/0.**
10. Asbury Street Park Sidewalk (Attachment B)  
Motion by Councilmember Windham to proceed with the change order for HCS Services to construct the 60



feet of elevated boardwalk for \$10,920

**Motion – second – Eady, approved unanimous 7/0.**

**11. Moore Street Sidewalk Project**

Councilmember Windham made the motion to construct the sidewalk on the southside of Moore street from Longstreet Circle to Haygood Street, add crosswalk at the intersection of Haygood and Moore Street, and extend the existing sidewalk located on the north side of Moore Street to Emory Street.

**Motion – second – Holt, approved unanimous 7/0.**

**12. Consecutive Water System Agreement (Attachment C)**

Mayor Roseberry explained what the Consecutive Water System Agreement is and how Newton County calculates the wholesale rates for the water and sewer they provide to the five municipalities. This discussion was a continuation from Item 6 (Mayor’s Report) on the agenda and how it relates to the service delivery strategy. The Mayor did advise there will not be an increase in the wholesale water rate in FY2020.

**13. Bid for 101 Longstreet Circle Lot (Attachment D)**

Motion by Holt to accept the bid received from Mr. Maurice Mack for \$6,000.00 for the purchase of the lot located at 101 Longstreet Circle.

**Motion - second Ready, approved 6/1.** Six in favor with Councilmember Windham opposed.

**14. Invoice Approval**

**Motion by Holt to approve March invoices - second Wearing, approved unanimous 7/0.**

**Motion by Holt to adjourn regular session at 7:18 pm – Second – Windham, approved unanimous 7/0.**

Respectfully Submitted;



Connie Middlebrooks

City Clerk



**OXFORD MAYOR AND COUNCIL  
REGULAR MEETING  
MONDAY, APRIL 1, 2019 – 7:00 P.M.  
CITY HALL  
A G E N D A**

1. Call to Order, Mayor Jerry D. Roseberry
2. Invocation
3. Pledge of Allegiance
4. Motion to accept the Agenda for the April 1, 2019 Mayor and Council Regular Meeting.
5. **CONSENT AGENDA**
  - a. \* Minutes of the Regular Session March 4, 2019.
  - b. \* Minutes of the Work Session March 18, 2019.
  - c. \* Minutes of Planning Commission February 12, 2019.
6. Mayor's Report.
7. Planning Commission Recommendations/Petitions.
8. Citizen Concerns.
9. **Distributed Generation Rider** – Council will consider changes to the city's tariff on distributed generation technologies.
10. \* **Asbury Street Park Sidewalk** – While setting the posts for the elevated boardwalk near Asbury Street, the contractor noticed a high level of ground water in the area where a sidewalk is to be installed. Council will consider options to correct this issue.
11. **Moore Street Sidewalk Project** – Council will consider the Planning Commission's recommendation to install the sidewalk along the south side of Moore Street from Longstreet Circle to east to the existing raised crosswalk near the soccer field.
12. \* **Consecutive Water System Agreement** – Council will discuss the draft Consecutive Water System Agreement proposed by the Newton County Water and Sewerage Authority. We have attached a copy of the draft agreement.
13. \* **Bid for 101 Longstreet Circle Lot** – The city received an offer of \$6,000 to purchase the city-owned lot located at 101 Longstreet Circle. We have attached the offer.
14. Invoice Approval



**INVOICES OVER \$1,000.00**

<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>MONTHLY</b>		
<b>*Blue Cross Blue Shield</b>	Health Insurance Employees (03/1/2019 – 4/1/2019)	7,917.51
<b>*Georgia Municipal Association</b>	GMEBS/Retirement Trust Fund (March Inv. 353324)	6491.75
<b>*Latham Home Sanitation Co. Inc</b>	Waste removal services for February Inv Date 3/01/2019	6891.38
<b>*Master Card</b>	Mastercard charges for Hotel fees clerks training (Stacey/Connie); Office Cleaning supplies; Items for Tree Board; Items for Ms. Luran Retirement; other miscellaneous.	1269.72
<b>*Sumner Meeker, LLC</b>	Professional Services - Mediation (Jan 2019) Inv 10565	1590.00
<b>*Sumner Meeker, LLC</b>	Professional Services - Mediation (Feb 2019) Inv 10583	3836.04
<b>*Southeastern Power Admin.</b>	SEPA energy cost (Feb) Inv. B-19-1229	2954.69
<b>PURCHASES/CONTRACT LABOR</b>		
<b>*AT &amp; T</b>	Monthly Phone Services Bill Date 1/29/19	1038.41
<b>*Foremost Promotions</b>	Promotional items for the Police Department	2019.07
<b>*C. David Strickland</b>	Legal Services	2400.98

15. **Executive Session – Litigation & Personnel.**

16. **Adjourn**







**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
REGULAR SESSION  
MONDAY, March 4, 2019 – 7:00 PM  
CITY HALL**

**DRAFT BUSINESS MEETING**

**PRESENT:** Jerry D. Roseberry, Mayor; Council members: George Holt; Jim Windham; Mike Ready; David Eady; Jeff Wearing, Sarah Davis. Staff members present: City Manager Matt Pepper, City Clerk Lauran Willis, City Clerk Connie Middlebrooks, Utilities Department Scottie Croy, Chief Dave Harvey, City Attorney David Strickland.

**OTHERS PRESENT:** Peggy Madden, Hoyt Oliver, Laura Gafnea from Oxford College, Nick Cole, Juanita Carson, Cheryl Ready, Art & Laurie Vinson, Monica Darrah, Ryan Barrett and Mike Hesterley from the Newton County Democratic Party, Adrienne Waddey, Michael McQuaide, Dave Huber, Melissa Hage, Judy Grier, and Erik Oliver.

1. The meeting was called to order by the Hon. Jerry D. Roseberry, Mayor
2. Invocation was delivered by Hoyt Oliver
3. Pledge of Allegiance

4. **Motion to accept the Agenda for March 4, 2019 – Ready – Second – Wearing, approved 4/2.**

The vote was 4 in favor 2 opposed. While Mayor Roseberry and Councilmembers Wearing, Davis, and Ready were in favor to accept the agenda, Councilmembers Windham and Eady were opposed. The motion was approved.

Attachment A

5. **Consent Agenda - Approved unanimous 7/0.**

6. **Mayors Report**

Mayor Roseberry informed everyone that ECG will be present for the March 18<sup>th</sup> Work Session to provide an updated report on solar generation. He announced that Phi Gamma Hall at Oxford College has been selected by The Georgia Trust for Historical Preservation to receive an award, to be presented in April, for excellence in rehabilitation. Mayor Roseberry shared police statistics stating there had been 53 Citations, 73 Warnings, 8 arrest, and 6 zoning violations for the month of February. He also announced that Burke Walker will replace Jim Dove as Executive Director of NEGRC.

7. **Planning Commission Recommendations/Petitions**

None



**8. Citizens Concern**

Juanita Carson addressed the Council regarding her disappointment that the solar tax was not on the agenda. She expressed concerns about climate change and that Oxford citizens should be allowed to do their part without additional penalties. Monica Darrah whom resides outside the city limits also addressed Council regarding the solar tax. She gave examples of how long it would take a citizen to recoup the money invested. Dave Huber expressed his concerns about Oxford's standby capacity charge for distributed generation technologies.

**9. City Solicitor**

Council appointed Cheryl Freeman to serve as City Solicitor for the remainder of 2019.

**Motion to approve by Holt – second – Eady, approved unanimous 7/0.**

**10. Moore Street Sidewalk Project**

**Motion by Windham to continue the sidewalk on the south side of Moore Street from Longstreet Circle to Emory Street – Eady Second – Motion Failed.**

**Motion by Ready to stop sidewalk at existing raised crosswalk at the soccer fields**

**– No Second – Motion Failed.**

**11. 107 W. Clark Street Renovation Project**

Councilmember Wearing gave an update regarding the progress of the Yarbrough House. He stated that he along with Councilmembers Windham, Ready, and Matt Pepper traveled to Athens to meet with NEGRC Director of Planning and Government Services Burke Walker and NEGRC Project Specialist Jordan Shoemaker. Mr. Walker and Mr. Shoemaker later came to tour the Yarbrough House and plan to offer their recommendations for the project in approximately 1 to 2 weeks.

**12. Committees for FY2020 Operating Budget and Capital Budget**

Mayor Roseberry appointed committees to draft the FY2020 Operating Budget and Capital Budget. The Operating Budget Committee consist of Councilmembers Ready, as Chairman, Wearing and Davis. The Capital Budget Committee consist of Councilmembers Holt, as Chairman, Windham, and Eady.

**13. Invoice Approval**

**Motion by Holt to approve invoices - second Windham, approved unanimous 7/0.**

**Motion to adjourn regular session at 7:24 pm – Ready – Second – Eady, approved unanimous 7/0.**

**14. Executive Session**

**Motion to go into an Executive Session at 7:28 pm – Windham – Second – Ready, approved unanimous 7/0.**

There being no further business:

**Motion to adjourn the Execution Session at 7:32 pm – Eady – second – Ready, approved unanimous 7/0.**

Respectfully Submitted;



Connie Middlebrooks  
City Clerk





**Draft MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING  
WORK SESSION**

**MONDAY, March 18, 2019 - 6:00 PM**

**CITY HALL**

**Draft**

**MEMBERS PRESENT:** Mayor Jerry D. Roseberry; Councilmembers: Jim Windham, Jeff Wearing, Sarah Davis George Holt, David Eady, and Mike Ready.

**OTHERS PRESENT:** Matt Pepper, City Manager; Dave Harvey, Chief; Connie Middlebrooks, City Clerk; Jody Reid, Utility Superintendent; Hoyt Oliver, Michael McQuaide, David Huber, Melissa Hage, Art and Laurie Vinson, Laura Gafnea, Danielle Miller, Randy Simon, and Rachel Musetti from Oxford College, Angela Pilgrim, Sarah Johnson, Mary Bolen, Cheryl Ready, Juanita Carson, Theresa Eady, Hoyt Oliver, Rev. Tom Johnson, Erik Oliver, Walter West and Sarah Leonard from ECG

The meeting was called to order by Mayor Jerry D. Roseberry.

**Agenda** (Attachment A)

**1. Mayor's Announcements**

Mayor Roseberry began the meeting by informing those in attendance that a Work Session is an informal meeting followed by what the procedures are for addressing Council. Mayor Roseberry also announced that the Newton County Board of Commissioners, along with the Mayors of the five municipalities of Newton County, will discuss Service Delivery Strategy at their April 2<sup>nd</sup> meeting starting at 6 pm.

**2. City Council Agendas**

Mayor Roseberry presented Oxford's City Council Agenda Process. This process addressed the different types of City Council meetings, the guidelines pertaining to each type, and who is authorized to place items on the agenda for each type of meeting. Councilmember Windham made a request that the meeting agenda be sent to council by the Wednesday before the meeting. (Attachment B)

**3. Distributed Generation Rider**

Councilmember Eady made a presentation on Distributed Electric Power Generation and Financial Sustainability. (Attachment C)

**4. Distributed Generation Rider**

Representatives from ECG, Walter West and Sarah Leonard, presented an overview of current DG rider technologies, the impact DG has on recovering cost, and a proposed revision to the city's existing DG rider. This item will be moved to the April Regular Session for a vote. (Attachment D)





**5. Consecutive Water System Project**

This item was moved to the April 15th Work Session to allow for a more comprehensive discussion. (Attachment E)

**6. Moore Street Sidewalk Project**

Cheryl Ready, Trees, Parks, and Recreation Chairperson, addressed Councilmembers on the position of the board regarding the trees proposed to be removed in order to complete this project. She expressed concerns of this project eliminating 20 - 25 more trees when the city has already eliminated approximately 50 trees to accommodate the water and sewer project. Rev. Tom Johnson and Erik Oliver also communicated their concerns and suggestions. This item moved to April 1<sup>st</sup> Regular Session for a vote.

**7.107 W. Clark Street Renovation Project**

Councilmember Wearing stated he is still waiting for the recommendation of the Northeast Georgia Regional Commission.

**8. Bid for 101 Longstreet Circle Lot**

The city has received one bid for the property at 101 Longstreet Circle for \$ 6000. Councilmember Windham expressed his opposition to the selling of the property and stated that the Newton County Tax Assessor has all lots in that development valued at \$ 11,000. This item was moved to April 1<sup>st</sup> Regular Session for a vote. (Attachment F)

**9. FY2020 Operating Budget**

Councilmember Ready informed the Council that the Operating Budget Committee had met and employed Accounting 101 principles to be able to understand how to read the general ledger and formulate how to move forward. The committee will meet again in April. (Attachment G)

**10. FY2020 Capital Budget**

Councilmember Holt stated that the Capital Budget Committee will meet in the coming week. He also stated that they already have a good bit of information that was acquired from the Financial Sustainability Study and the previous long-term Capital Budget. Erik Oliver reminded the Council about the trees on Fletcher growing into the powerlines. He asked the budget committee to consider the cost to bury those powerlines when planning for capital projects. (Attachment G)

**11. Asbury Park Sidewalk**

Matt Pepper addressed the concerns of the natural springs impeding the completion of a portion of the sidewalk. He stated that the city engineer recommended that the issue be corrected by using fill rock and creating a drain to a nearby creek before pouring concrete or by extending the boardwalk another 60 feet. Council requested more information on cost of boardwalk versus concrete. This item will be moved to the April 1<sup>st</sup> Regular Meeting for a resolution. (Attachment H)

Meeting Adjourned at 7:57 pm.

Respectfully Submitted,

Connie D. Middlebrooks  
City Clerk



## OXFORD PLANNING COMMISSION

Minutes – February 12, 2019

**MEMBERS:** Jonathan Eady, Chair; Laura McCanless, Vice-Chair; Mike Besaw and Juanita Carson. Zach May and Mike McQuaide were absent.

**STAFF:** Matthew Pepper, city manager and zoning administrator.

**GUESTS:** Troy Willis; Scott Gilkey and Molly Loch; Charlene Bray; Karl and Megumi Todd; Gary and Kay Milligan; Art and Laurie Vinson.

**OPENING:** At 7:00 PM, Mr. Eady called the meeting to order and welcomed the guests.

**TROY AND BRENDA WILLIS DEVELOPMENT PERMIT APPLICATION (1306 Emory Street):** The Planning Commission members confirmed that Mr. Willis will be performing land disturbance work exclusively on his property. In addition, the Commission members confirmed that Mr. Willis will promptly remove any junk and/or debris that would be exposed as a result of the land disturbance work.

*Upon motion of Ms. Carson, seconded by Ms. McCanless, the Planning Commission approved the development permit application to perform land disturbance work including removing overgrown brush and small trees in preparation to build a new home on the property. The vote was 4-0.*

**SCOTT GILKEY DEVELOPMENT PERMIT APPLICATION (15 Wentworth Drive):** The Commission members confirmed that Mr. Gilkey will move the existing shed to the proposed location indicated on his new development permit application. Mr. Gilkey will move the existing shed once his yard is dry. At that time, Mr. Pepper will put Mr. Gilkey in contact with the city's building inspector. The building inspector will confirm that both the concrete slab for the shed and the walking path leading to the shed are installed in accordance with city code.

*Upon motion of Mr. Besaw, seconded by Mr. McCanless, the Planning Commission approved the development permit application to construct a 25' X 26' X 9' storage in the side yard. The vote was 4-0.*

**NICHOLAS COLE DEVELOPMENT PERMIT APPLICATION (1104 Emory Street):** From Mr. Cole's drawings, the Commission members confirmed that the proposed location of the garden shed met the side and rear setback requirements. Since Mr. Cole did not attend the meeting, the Planning Commission members were unable to determine that the shed met the city's building materials and aesthetics criteria. They agreed to approve the development permit application contingent upon Mr. Pepper confirming that the shed met the city's requirements.

*Upon motion of Mr. Besaw, seconded by Mr. May, the Planning Commission approved the development permit application to construct a 12' X 16' garden shed in the backyard, conditional upon Mr. Pepper confirming that the shed meets the building materials and aesthetics criteria contained in the city's zoning ordinances. The vote was 4-0.*

**CHARLENE BRAY DEVELOPMENT PERMIT APPLICATION (506 Emory Street):** The Commission members explained to Ms. Bray that the information provided on her development permit application was insufficient to determine whether the proposed metal awning over her back door and patio met the setback requirements for a principle dwelling. The Commission members provided Ms. Bray with an example of a dimensioned drawing to submit with her next development permit application. The Commission members took no action on the development permit application.



**KARL TODD DEVELOPMENT PERMIT APPLICATION (314 Emory Street):** The Commission members confirmed that the proposed location of the 10' X 12' storage shed was in compliance with the city's 10' rear and side setback requirements.

*Upon motion of Mr. Besaw, seconded by Mr. Carson, the Planning Commission approved the development permit application to construct a 10' X 12' storage shed in the backyard. The vote was 4-0.*

**GARY MILLIGAN DEVELOPMENT PERMIT APPLICATION (106 W. Bonnell Street):** The Commission members explained to Mr. and Mrs. Milligan that the city's zoning ordinances do not allow for the installation of a carport in the front yard. The Commission members also explained that the carport did not meet the 10' side setback requirement on the west side of the property. In addition, they stated that the Planning Commission has asked several other residents to relocate their carports in the past. They suggested that Mr. and Mrs. Milligan relocate their carport to their backyard. Mr. and Mrs. Milligan replied that the carport is not useful in the backyard. They agreed to remove the carport from the property. Mr. Pepper will provide Mr. and Mrs. Milligan with a timetable to remove the carport.

**ART AND LAURIE VINSON (903 Asbury Street):** Mr. and Mrs. Vinson presented an alternative proposal to the Planning Commission regarding the proposed garage and guest house. The proposal included a plan to attach the garage to the principle dwelling unit while converting the existing, non-compliant 18' X 14' shed in the backyard into the guest house. The Commission members discussed if making improvements to an existing, non-compliant structure is permissible under city code. The Commission members concluded that if the shed was moved to a location on the property where it would meet the setback requirements, then Mr. and Mrs. Vinson could make the desired improvements to the shed. In addition, the Commission members explained that the two projects would require separate development and building permits.

**ADJOURNMENT:** Mr. Eady adjourned the meeting at 8:32 PM.

Approved by:

Zach May, Secretary



# HCS Services, LLC

*Waterline, sewer & Grading*

# PROPOSAL

DATE: 3/27/2019

150 Hardwick Drive  
 Covington, GA 30014  
 Cell (678)725-7058  
 Email [huiestewart@gmail.com](mailto:huiestewart@gmail.com)

CUSTOMER
City Of Oxford
Asbury Park

ARTICLE AND DESCRIPTION	PRICE
- Type 3 rip rap \$60/ton estimated 60 tons - Number 3 rock \$40/ton estimated 60 tons - 300sq ft of sidewalk @ \$3.60/ft for total of \$1080.00	\$7,080.00
- Elevated board walk extension 60ft at \$200/ft - Minus 300sq ft of sidewalk @ \$3.60/sq ft for a total of \$1080.00	\$10,920.00
<b>TOTAL DUE</b>	

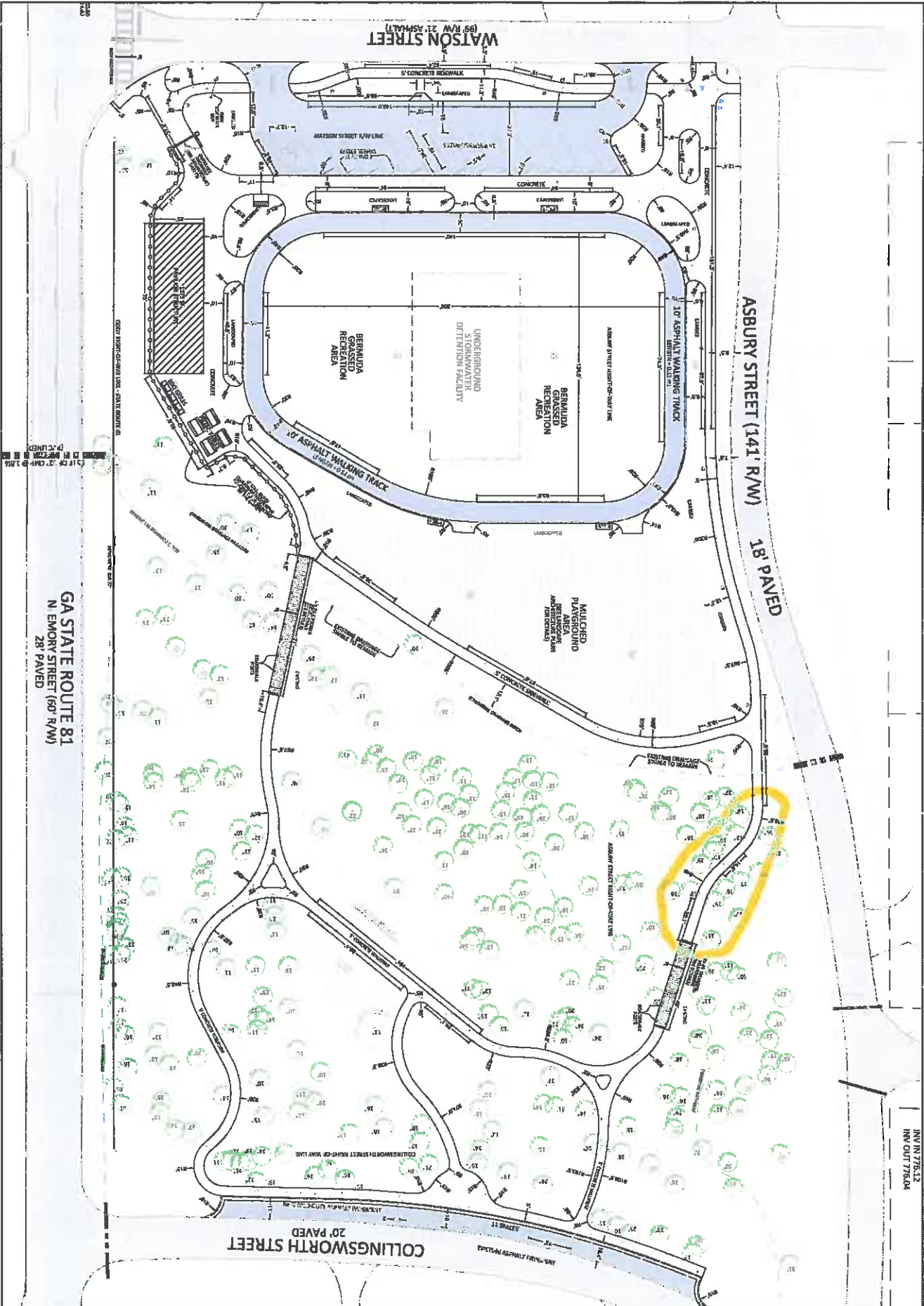
If you have any questions about this proposal, please contact

Huie Stewart @ (678) 725-7058

*Thank You For Your Business!*







GA STATE ROUTE 81  
N EMORY STREET (60' R/W)  
28' PAVED

INJ IN 77632  
INV OUT 77634

Sheet No.	Revision Description	Date
3	Progress plan for city review	05/16/18

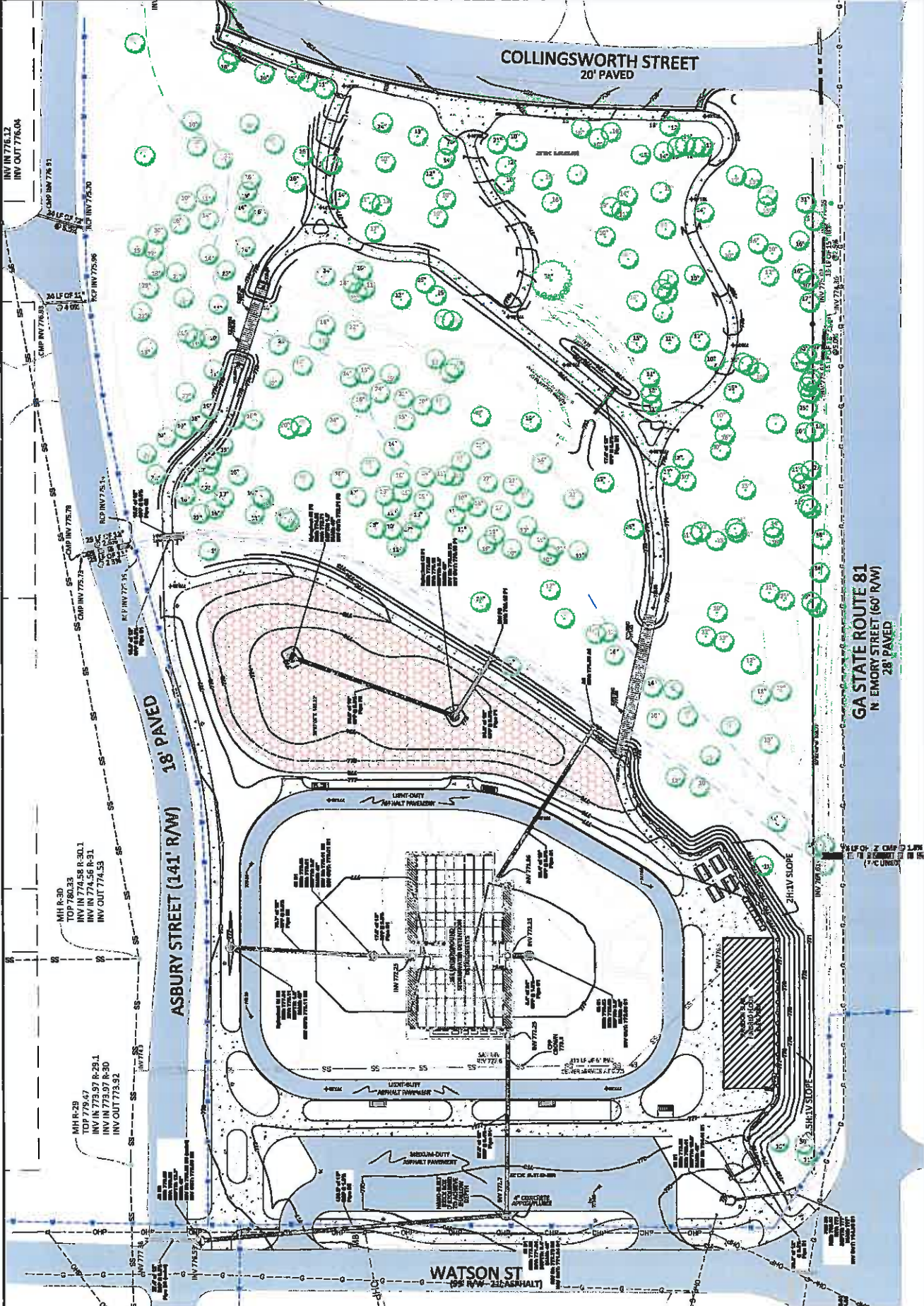
Asbury Street Park  
City of Oxford, Newton County, Georgia

GEOMETRY  
PLAN





NO.	DATE	DESCRIPTION
1	10/15/20	PRELIMINARY
2	11/05/20	REVISED
3	12/10/20	REVISED
4	01/20/21	REVISED



GA STATE ROUTE 81  
 N EMORY STREET (60' R/W)  
 28' PAVED









**CONSECUTIVE WATER SYSTEM  
INTERGOVERNMENTAL AGREEMENT**

**THIS CONSECUTIVE WATER SYSTEM INTERGOVERNMENTAL AGREEMENT (“IGA”)** 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, the Newton County Water and Sewerage Authority (“WSA”) 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, the “Treatment Facilities”) (Parent System ID#2170097 Lab J029);

**WHEREAS**, the WSA 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: WSA 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 System Agreement, and the parties desire to renew the essential terms of that agreement with certain additions and clarifications as provided below;

**WHEREAS**, in December 1996, the County and Covington entered into a Water Supply Agreement and, to the extent, if any, that their agreement remains in force, the County and Covington desire to supersede that agreement with the water supply and price terms set forth below;

**WHEREAS**, in December 1996, the County and the WSA entered into a Water Supply Agreement, as subsequently amended and extended through July 1, 2024 by amendments dated May 2004 and June 2004, and the County and the WSA desire to supersede that agreement with the water supply and price terms set forth below;

**NOW THEREFORE**, in consideration of the mutual benefits to the parties and all of the citizens 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 terms:

1. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated in and made part of this IGA by this reference.
2. **Term and Termination.** This Agreement shall come into effect on \_\_\_\_\_, 20\_\_\_\_ (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 Agreement as to the remaining parties.
3. **Previous Agreements Superseded.**
  - a. Upon the Effective Date, the parties' previous Consecutive System Agreement signed in 1994 shall be deemed terminated and fully superseded by this Agreement.
  - b. Upon the Effective Date, the Water Supply Agreement between the County and Covington, including amendments thereto (if any) shall be deemed terminated and fully superseded by this Agreement.
  - c. Upon the Effective Date, the Water Supply Agreement between the County and WSA, including amendments thereto (if any) 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, as well as all locations in the Consecutive System where water quality testing may be performed by the County, 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. No modification to the actual infrastructure or points of interconnection in the field will terminate this Agreement or render this Agreement invalid; provided, however, that the diagram attached as Exhibit A (as may be amended in the future) shall be presumed definitive unless shown otherwise by clear evidence.
5. **Meeting Equipment and Pressure.** At each point of interconnection within the Consecutive System, the County shall install, maintain, and calibrate a flow meter.
6. **Water Treatment.**
  - 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 WSA retain the responsibility for the quality of water received by their respective customers, and the City and WSA 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. 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, expand, or decommission Treatment Facilities as reasonably appropriate to efficiently and economically supply water to the parties. The parties specifically contemplate that the Williams Street Water Treatment Facility may be decommissioned and replaced with additional flow from the Cornish Creek Water Treatment Facility. Nothing in this paragraph will supersede any rights of Covington, established in separate contracts between the County and Covington, pertaining to the Williams Street Water Treatment Facility.

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 the Consecutive System at the various locations shown on Exhibit A. The County may access such locations at any time with no advance notice, and by this Agreement the Cities and the WSA parties hereby grant the County a right of access with vehicles and equipment to all testing locations shown on Exhibit A.
- 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 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"):
- 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.

9. County as Liaison to 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. In this capacity, the County will be responsible for providing proof of public notification in response to any Water Quality Problem (if required by law), communications regarding sampling and testing results, and collection and submittal to the EPD and EPA of penalties and fines.

10. Payment for Water Supplied

- a. The WSA 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.
- b. In the event the WSA 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.

- c. The County shall have discretion of when to set and adjust the uniform in-county rate, provided that: the County shall formally adopt or adjust a rate schedule at least once every five years; the WSA and each City shall receive at least ten (10) days prior written notice of any meeting called by the County for the purpose of setting a rate; and the WSA and each City shall be entitled to send a representative to attend any such meeting and participate during the comment phase of the meeting. Any new rate shall take effect no fewer than 30 calendar days after the date of adoption.
- d. The County shall have discretion in determining the in-county rate, subject to the limitations below. The County may not:
  - Charge a non-uniform base rate to the WSA and Cities (however, the County reserves the right to add charges to the base rate to reflect any costs attributable to 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 (without limitation):

- 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.
- 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 reasonable contingency reserve.
- An appropriate adjustment for revenue to be generated by anticipated out-of-county water sales.
- A price index or escalator feature to automatically adjust for inflation and other increasing cost factors, to avoid the formalities of setting a new rate with each adjustment.

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. However, no party shall be required to reduce its own share of water received from the Treatment Facilities in order to accommodate flow intended for a downstream recipient. To the extent a Distribution System must be expanded to accommodate the combined flow required by a downstream recipient and the owner of the Distribution System, the downstream recipient shall be responsible for the cost of constructing new or expanded water mains within the Distribution System.
12. Water Capacity Requirements. The County desires to fully satisfy the water quantity requirements of the Cities and the WSA, which may include expanding the County’s treatment capacity and permitting authorization as necessary to meet demand. Each year during the Term of this Agreement, each of the Cities and the WSA shall individually provide the County with a five-year and ten-year projected estimate of its own water demand. The Cities and the WSA shall also notify the County as soon as reasonably possible regarding anticipated major new sources of demand.
13. Special Water Supply Covenants
- a. Throughout the term of this Agreement, the County shall serve as the exclusive provider of potable water to the WSA and the Cities. Subject to the notice and negotiation requirements of this section, the County shall be obligated to furnish all treated water requirements of the WSA and Cities’ respective water systems.
  - b. For reference, during calendar year 2018:
    - the WSA’s use of water was: \_\_\_\_\_ MGD (maximum day); \_\_\_\_\_ MGD (monthly average in highest month); and \_\_\_\_\_ MGD (calendar year);
    - Covington’s use of water was: \_\_\_\_\_ MGD (maximum day); \_\_\_\_\_ MGD (monthly average in highest month); and \_\_\_\_\_ MGD (calendar year);
    - Mansfield’s use of water was: \_\_\_\_\_ MGD (maximum day); \_\_\_\_\_ MGD (monthly average in highest month); and \_\_\_\_\_ MGD (calendar year).
    - Newborn’s use of water was: \_\_\_\_\_ MGD (maximum day); \_\_\_\_\_ MGD (monthly average in highest month); and \_\_\_\_\_ MGD (calendar year).
    - Oxford’s use of water was: \_\_\_\_\_ MGD (maximum day); \_\_\_\_\_ MGD (monthly average in highest month); and \_\_\_\_\_ MGD (calendar year).
    - Porterdale’s use of water was: \_\_\_\_\_ MGD (maximum day); \_\_\_\_\_ MGD (monthly average in highest month); and \_\_\_\_\_ MGD (calendar year).

In addition to the requirements of Section 12, as a condition of the County's guarantee of water supply, each supplied party must notify the County at least one year in advance of the day, month, or year (as applicable) in which that supplied party will begin to exceed by 10% or greater the baseline quantities set forth above. Upon receiving such written notice, the County will have ninety (90) days within which to notify the supplied party whether the increased demand, or a portion thereof, can be met by the date requested. 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. The parties agree to cooperate in projecting a timetable of future water demands anticipated to be placed on the County water system, 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, the WSA/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 harmless, 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 the WSA/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. **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 the Authority any water in excess of its share under such proration. The parties acknowledge that the County has entered into, and may enter into, water supply contracts with out-of-county customers. The County agrees that it and its engineers will use their best efforts, when making contracts with out-of-county customers, to have an adequate safety factor built into the County water system to insure no interruption of service to in-county customers.

16. 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.
17. 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.
18. 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.
19. 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.
20. Assignment. This Agreement may not be assigned by any party, unless such assignment is approved in writing by all the other parties.
21. 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.
22. 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.
23. 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.
24. 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.

- 25. **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.
- 26. **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:**

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**To the City of Mansfield**

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**To the Newton County Water & Sewerage Authority**

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**To the City of Newborn**

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**To the City of Oxford**

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**To the City of Porterdale**

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27. 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.
28. 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.
29. 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 PAGE]



**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: \_\_\_\_\_

**Attest:**

\_\_\_\_\_

**Clerk**

**CITY OF COVINGTON**

By: \_\_\_\_\_

**(SEAL)**

**Attest:**

\_\_\_\_\_

**Clerk**

**[Signatures Continued on Next Page]**

CITY OF MANSFIELD

By: \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_

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**

DRAFT

**Maurice Mack**  
153 Longstreet Circle  
Oxford, GA 30054  
Phone: 718-644-7403

City of Oxford  
City Council  
110 West Clark Street  
Oxford, GA 30054

**RE: Bid for property lot located at 101 Longstreet Circle, Oxford, GA 30054**

**City Council Members:**

**First, thank you for accepting bids for the above mentioned property. Next, please accept my bid of \$6,000.00 for the lot located at 101 Longstreet Circle, Oxford, GA 30054. If accepted, please contact me at the number listed above so that any further steps needed to continue the acquisition process can be taken.**

**Thank you for your prompt attention to this matter.**

**Sincerely,**

A handwritten signature in black ink that reads "Maurice L. Mack". The signature is written in a cursive style with a large, prominent initial "M".

**Maurice Mack**  
**Date: February 28, 2019**

