

THE CITY OF GRANTVILLE, GEORGIA

RESOLUTION NO. 2023-21
BEFORE THE CITY COUNCIL

A RESOLUTION TO APPROVE AND ADOPT AN AGREEMENT FOR WATER
AND WASTEWATER OPERATIONS AND MAINTENANCE WITH COWETA
COUNTY WATER AND SEWERAGE AUTHORITY

WHEREAS the City of Grantville desires to engage the services of the Coweta County Water & Sewerage Authority to provide management, operation, maintenance services, support, and emergency services, as required, for the City's water distribution system and four (4) wastewater treatment ponds/facilities.

NOW, THEREFORE BE IT RESOLVED that the Agreement between the City of Grantville and Coweta County Water & Sewerage Authority attached hereto and incorporated herein by reference is approved and adopted.

HEREBY RESOLVED in lawfully assembled open session this 28TH day of August 2023.

ATTEST:


City Clerk


Mayor



CITY OF GRANTVILLE

COUNTY OF COWETA

AGREEMENT FOR WATER AND WASTEWATER OPERATIONS
AND MAINTENANCE AGREEMENT

THIS AGREEMENT FOR WATER AND WASTEWATER OPERATIONS AND MAINTENANCE SERVICES, is made and entered into this 15th day of September, 2023, by and between the CITY OF GRANTVILLE, a municipal corporation of the State of Georgia, acting by and through its Mayor and Council, hereinafter the "City," and the COWETA COUNTY WATER AND SEWERAGE AUTHORITY, a public body, corporate and politic, acting by and through its members, hereinafter the "Authority," (collectively the "Parties") for the purpose of the Authority providing wastewater operations and maintenance services, among other things, to the City, hereinafter referred to as the "Agreement".

WITNESSETH:

WHEREAS, the City desires to engage the services of the Authority to provide oversight of operations, preventative maintenance, laboratory and facility compliance reporting, administrative support, and emergency services as required, for the City's water system and four (4) wastewater treatment facilities.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and conditions hereinafter contained, the receipt and sufficiency of which are hereby agreed to by the City and the Authority, the parties hereby agree to:

1.

This Agreement supersedes any and all other agreements, either oral or in writing, between the contracting parties with respect to its subject matter. No other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding unless in writing and signed by both parties. This Agreement is for the purpose of having the Authority provide oversight of operations, preventative maintenance, laboratory and facility compliance reporting, administrative support, and emergency services as required, for the City's water system and four (4) wastewater treatment facilities which are part of the City's sewerage system. The locations of the City's water system assets are depicted in Exhibit "A" attached hereto which is by reference incorporated herein. The locations of the four (4) wastewater treatment facilities are depicted in Exhibit "B" attached hereto which is by reference incorporated herein. To the extent that additional facilities may be added to the City's water or sewer system, oversight of operations, preventative maintenance, laboratory and facility compliance reporting, and administrative support are not covered under this Agreement.

2.

The Authority will provide to the City daily water operation services for the City's water system. These services will include: daily monitoring of water tank levels, confirming water quality and sampling protocols, performing system flushing and sample collection; weekly maintenance inspections to check on and provide general services on mechanical equipment and conduct preventative maintenance; daily

compliance reporting and monthly report filing; daily laboratory compliance sample processing to confirm proper facility operations and permit compliance; and as needed administrative support to respond to Environmental Protection Division visits and maintain permits and renewals for the City's water system.

3.

The Authority will provide to the City daily wastewater operation services for the City's four (4) wastewater treatment facilities. These services will include: daily operation by an operator to check the treatment facility, confirm treatment and sampling protocols, maintain treatment limited and proper chemical feeds; weekly maintenance inspections to check on and provide general services on mechanical equipment and conduct preventative maintenance; daily compliance reporting and monthly report filing; daily laboratory compliance sample processing to confirm proper facility operations and permit compliance; and as needed administrative support to respond to Environmental Protection Division visits and maintain permits and renewals for the City's four (4) wastewater treatment facilities.

4.

For the daily water and wastewater operation and maintenance services, the City will pay the Authority a monthly fee of NINE THOUSAND FOUR HUNDRED FIFTY AND 00/100 (\$9,450.00) DOLLARS, hereinafter referred to as the "Fee," by the fourteenth (14th) day of the month following the month in which the services were initially provided. This Fee will be reviewed by the Authority on March 1 of each year to determine whether this amount reflects actual costs to the Authority to provide the services. To the extent this amount does not reflect actual costs to the Authority or any previous increase in the Fee from the date of this Agreement, the Fee will be raised to reflect such costs. The Authority shall notify the City at least 30 days in advance of revising the Fee.

5.

The Authority is not obligated to perform any additional services outside of the water and wastewater operation and maintenance services noted in this Agreement. However, should the Authority note that any additional service or work to the City's water system and/or wastewater facilities be required beyond the water and wastewater operation services noted in paragraphs 2 and 3 above, the Authority shall notify the City in a timely fashion. Should the Authority find an issue that is a major threat to the operation of the water or sewer system, the Authority will contact the City within twenty-four (24) hours to notify the City of the threat. Should the City request the Authority to assist with this additional work, the parties agree to negotiate a separate contract for said work.

6.

Any items not specifically listed in paragraphs 2 and 3, including but not limited to: meeting attendance requested by the City or regulatory agencies; additional sampling requirements from regulatory agencies or the City; additional requirements for expansions of the City's current water and sewerage systems that increase the Authority's operational hours, site checks, or increase sample pulls and testing; additional chemicals for treatment or items outside of normal operation; large maintenance tasks outside of general preventative maintenance operations; and Lead and Copper Revised Rule

compliance are not a part of this agreement. Should the City request these services from the Authority, the Parties agree to negotiate a separate contract for said work.

7.

From time to time, the City may have emergency situations concerning the City's water or sewerage systems or may need assistance with non-emergency operational tasks and may ask the Authority to assist them in dealing with these situations or tasks. If able, the Authority will assist, and the City will pay the Authority for labor and material based on the scope of work. These costs will be over and above the monthly fee stated in paragraph 4 above.

8.

The City understands that the operation of the Authority's water and sewerage systems and other agreements the Authority has with other municipalities have priority for the Authority over the City's water and sewerage systems. Because of this, the City understands that there may be times when the Authority cannot assist the City in emergency situations.

9.

The City agrees to indemnify and hold the Authority harmless, to the extent allowed by law, against all claims, suits, demands, losses, damages, costs or expenses arising out of or in any way relating to the Authority's performance or omission to perform hereunder.

10.

The City recognizes that the Authority is an independent contractor and has no responsibility to regulatory agencies with any authority over the City with regard to the City's water or sewer system. The City shall be solely and exclusively responsible for any and all requirements, rules or restrictions of the regulatory agencies, including but not limited to any reporting requirements, citations, fines or communications with, by or through said regulatory agencies.

11.

This Agreement shall continue to be in effect for a period of three (3) years from the date set out above or until either party terminates this agreement by giving no less than ninety (90) days prior written notice. Notice shall be provided to the person noted below and shall be in writing by certified mail, return receipt requested, to the address noted below:

City:	City Mayor City of Grantville 123 Lagrange Street Grantville, GA 30220	Authority:	Chief Executive Officer Coweta County Water & Sewerage Authority 545 Corinth Road Newnan, GA 32063
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With a copy to: Melissa D. Griffis, Esq.

Horne & Griffis, P.C.
32 South Court Square
Newnan, GA 30263

11.

The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia and the County of Coweta.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MAYOR AND COUNCIL FOR
THE CITY OF GRANTVILLE

(SEAL)

By:


RICHARD PROCTOR, Mayor



ATTEST:


Robi Higgins, City Clerk

COWETA COUNTY WATER &
SEWERAGE AUTHORITY

(SEAL)

By:

LAURIE BARTLETT, Chairman

ATTEST:

Larry Kay, Secretary

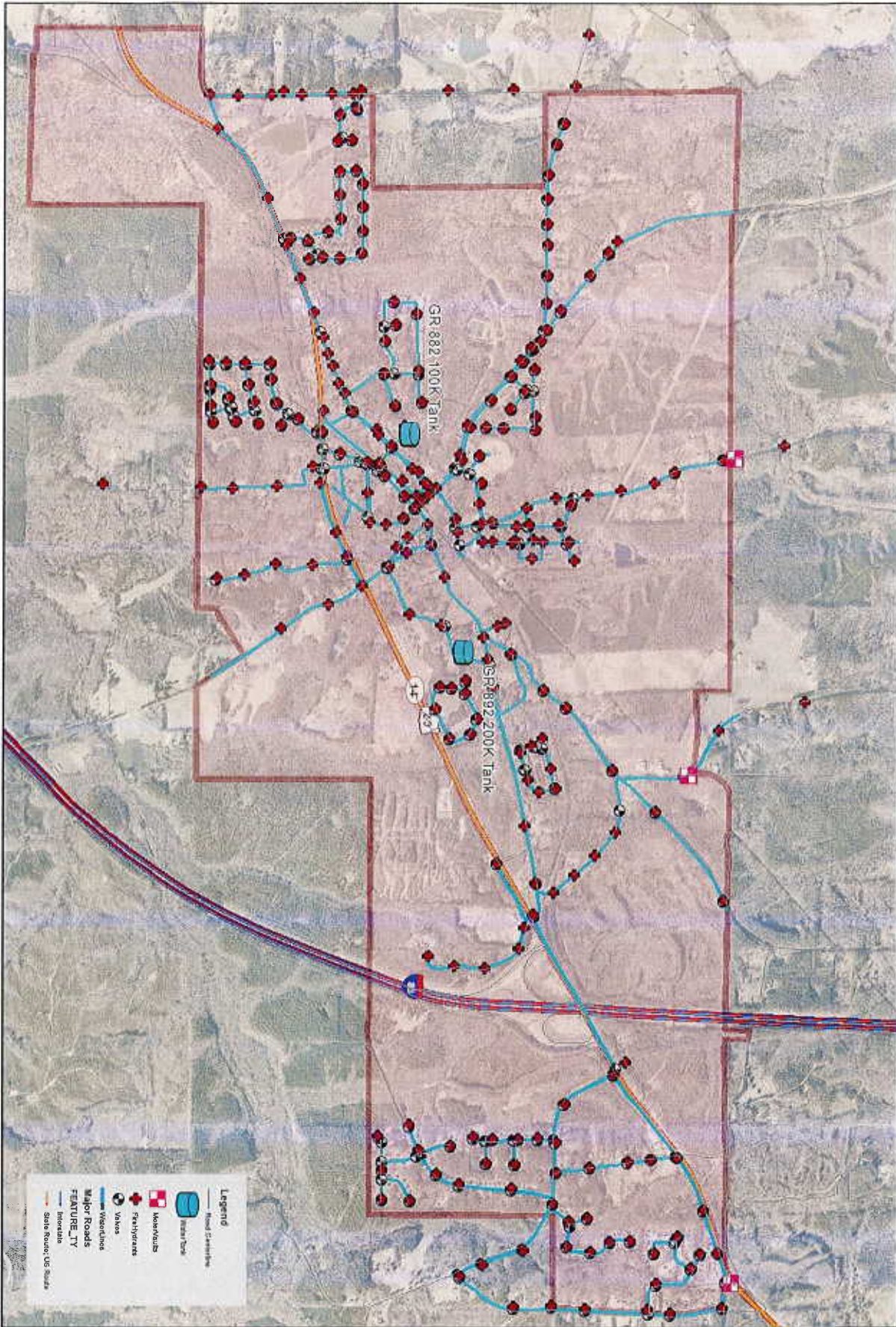


Exhibit A

Granville Water System



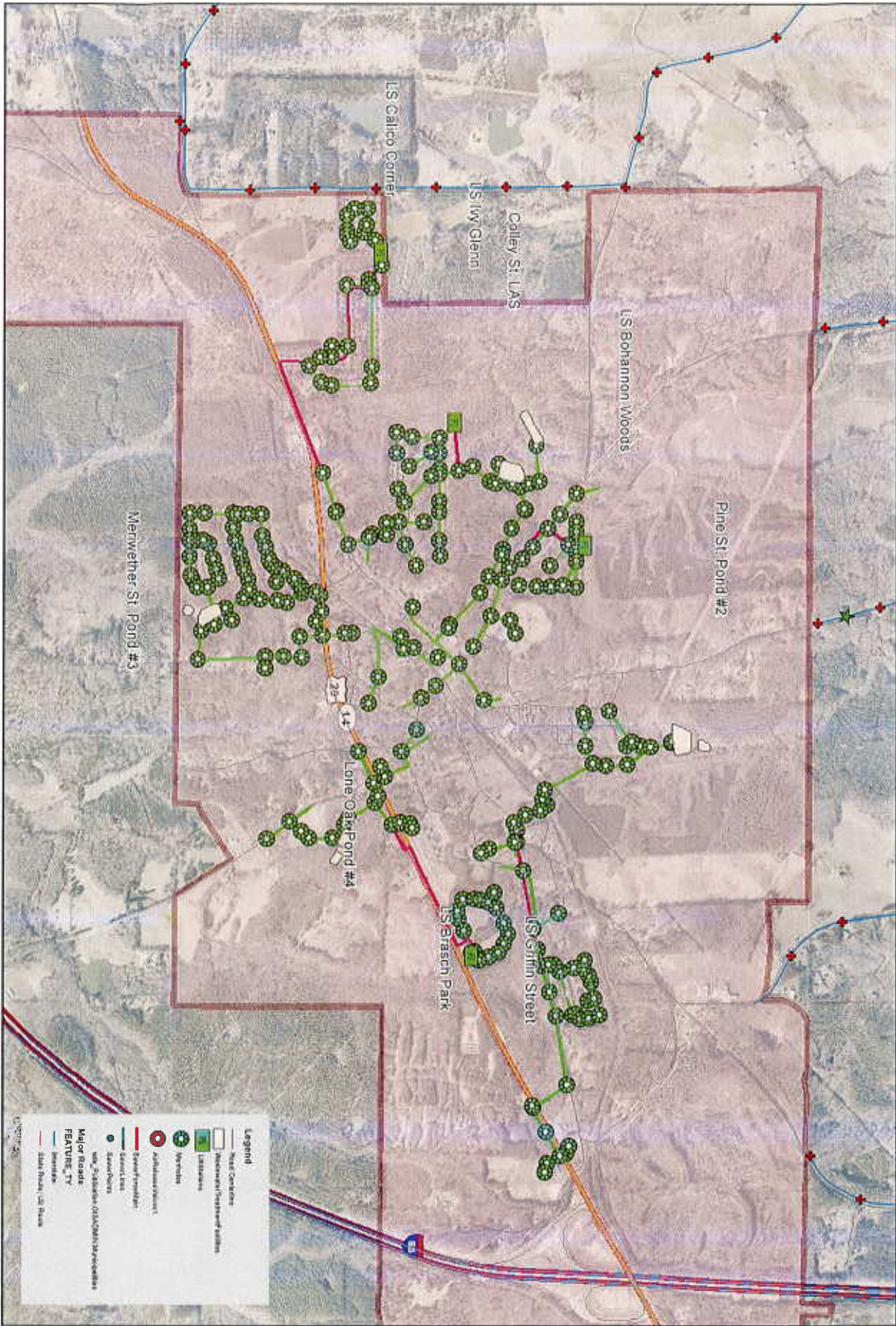


Exhibit B

Granville Waste Water System

