



WALTON COUNTY WATER & SEWERAGE AUTHORITY

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LOGANVILLE, GA 30052

COPY

Wendell H. Geiger  
General Manager

(770) 466-4887 • (770) 466-1821  
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September 20, 2006

REC'D SEP 22 2006

Mr. Gary Dodd  
Utility Director  
Oconee County Public Works  
P.O. Box 88  
Watkinsville, GA 30677

Dear Gary:

Pursuant to the terms outlined in the water purchase contract dated March 5, 2002 between Oconee County and the Walton County Water and Sewerage Authority, I hereby request that this contract be renewed for another term that will expire Dec. 31, 2011. All other terms are requested to remain the same also.

If you have any questions, please feel free to give me a call.

Sincerely,

Wendell H. Geiger  
General Manager

**STATE OF GEORGIA  
COUNTY OF OCONEE**

**WATER PURCHASE CONTRACT**

THIS AGREEMENT is made and entered into effective this 5<sup>th</sup> day of March, 2002, by and between OCONEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter sometimes called "COUNTY"), and WALTON COUNTY WATER AND SEWERAGE AUTHORITY, a political subdivision of the State of Georgia, (hereinafter sometimes called "AUTHORITY").

**WITNESSETH:**

**WHEREAS**, the AUTHORITY is organized and established under the laws of Georgia for the purpose of serving water users and the COUNTY is authorized to provide such service;

**WHEREAS**, based on obtaining sufficient water from the Bear Creek Treatment Facility to supplement the COUNTY'S existing sources of water, the COUNTY will be capable of selling certain excess water capacity as stated hereinafter to AUTHORITY to supplement the AUTHORITY'S water resources; and

**WHEREAS**, the parties hereto desire to enter into a contract for the sale and purchase of potable water between the parties and to set forth the terms and conditions for the sale thereof; and

**WHEREAS**, the COUNTY desires currently to be a wholesale seller of water; and

**WHEREAS**, the COUNTY desires currently to sell wholesale potable water to the AUTHORITY;

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intend to be legally bound, and do agree as follows:

1. **Allocation.** The above recitals are made a part of this contract. The COUNTY shall make available to AUTHORITY at the hereinafter referred to point of delivery, during the term of this contract or any renewal or extension thereof, potable water meeting applicable purity standards of the Georgia Department of Health and Georgia Department of Natural Resources, Environmental Protection Division in such quantity and at such prices as specified hereinafter in this

contract.

2. Quantity of Water. Commencing on the effective date of this contract through December 31, 2006, and as this contract may be extended, the COUNTY agrees to make available to the AUTHORITY at the designated point of delivery hereinafter specified, potable water in a quantity not to exceed 1,000,000 gallons per day (1 MGD) as determined on a monthly basis.

3. Points of Delivery and Pressure. The COUNTY agrees that the water will be furnished at a pressure on the COUNTY side of the meter of a static water gradient of 990 feet MSL. At no time shall the residual water pressure on the COUNTY side of the meter be allowed to be lower than 30 pounds per square inch due to the combined operations of the COUNTY or AUTHORITY. The point of delivery is located at the intersection of U.S. Highway 78 and the Apalachee River on the Walton side of the Walton/Oconee boundary.

4. Supplemental Supply of Water. The AUTHORITY may purchase from the COUNTY additional potable water in excess of the daily firm quantity established in paragraph 2 of this contract based on the availability of such additional water. The COUNTY shall have the right to refuse to supply additional water to the AUTHORITY in excess of the daily quantity established in said paragraph 2 if, in the discretion of the COUNTY, the supply of such additional water is not in the best interest of the COUNTY. Unless agreed to in writing by the COUNTY, the AUTHORITY shall limit its purchases of water to the firm quantity established in said paragraph 2. If the COUNTY agrees to said excess water purchases, the AUTHORITY shall pay for such excess water at the rates subsequently set forth in this contract.

5. Billing Procedure. The COUNTY will furnish the AUTHORITY at its address a monthly itemized statement of the amount of owed to the COUNTY by the AUTHORITY under this contract. The standard billing procedures of the COUNTY shall apply and the AUTHORITY shall pay the bill in full within 30 days of the COUNTY'S mailing of same.

6. Successor to Authority. The parties agree that in the event of any occurrence rendering the AUTHORITY incapable of performing under this contract, any successor of the AUTHORITY, whether as a result of legal process, assignment, or otherwise, shall succeed to the rights of the AUTHORITY hereunder.

7. Metering Equipment. The parties agree there is currently located at a convenient location at or near the border between Oconee and Walton Counties, Georgia, sufficient metering equipment needed under this contract. The parties agree to cooperate to modify such metering equipment for use under this contract. A meter registering not more than two (2%) percent above or below the test results, shall be deemed to be accurate. The previous reading of any meter disclosed by test to be inaccurate shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such test. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed the amount of water delivered in the corresponding period immediately prior to the failure, unless COUNTY and AUTHORITY shall agree upon a different amount. The metering equipment shall be read in a timely manner approximately every 30 days on or close to the first day of each calendar month. An appropriate official of the COUNTY and AUTHORITY at all reasonable time shall have access to the meter for purpose of reading same.

8. Pumping Equipment. The COUNTY will make available to the AUTHORITY existing pumping equipment to boost pressure and flow. If necessary for delivery of water in the amount of 1,000,000 gallons per day, the AUTHORITY will move equipment and install the same at AUTHORITY expense.

9. Term of Contract. This Contract will expire on December 31, 2006. Either party who is not in an uncured breach of this contract may extend the same until December 31, 2011 by giving written notice of such extension to the other party between January 1, 2006 and October 31, 2006, subject to approval by the Upper Oconee Basin Water Authority.

10. Failure to Deliver. The COUNTY will at all times, operate and maintain its water system in an efficient matter and will take such actions as will be necessary to furnish the AUTHORITY with quantities of water required by this contract. Temporary or partial failure to deliver water shall be remedied by the COUNTY with all possible dispatch. In the event of an extended shortage of water beyond the control of COUNTY, or the supply of water available to COUNTY is otherwise diminished over an extended period of time, the supply of water to AUTHORITY's customers shall be reduced or diminished in the same ration or proportion as the supply to COUNTY's customers is reduced or diminished.

11. Price of Water. The purchase price of water supplied under this contract will be determined by the COUNTY based on the hereinafter described blended price of delivered water purchased by the COUNTY from the Bear Creek Treatment Facility and the COUNTY's regular existing sources. The blended price of water shall be set at \$1.25 per 1000 gallons. If at any time during the term of this contract the COUNTY's cost for treated water from Bear Creek increases, the blended price will be adjusted to reflect such increase after 30 days of written notice from COUNTY to the AUTHORITY of such change.

12. Rules and Regulations. This contract is subject to the same rules, regulations, or laws as may be applicable to similar agreements in this State, and the COUNTY and the AUTHORITY will collaborate and obtain such permits, certificates, or the like, as may be required to comply therewith. The AUTHORITY agrees to comply with all rules and regulations which the COUNTY has now or may in the future impose on its water customers. These rules and regulations may include, but shall not be limited to, such emergency measures as bans on water sprinkling, hydrant flushing, car washing and similar uses.

13. Notice. All notices, request, demands, or other communications required or permitted to be given hereunder shall be in writing by U.S. certified mail, return receipt requested, and shall be addressed and delivered to each party at the addresses set forth below. By giving prior written notice thereof, either party may from time to time and at any time change its address for notices hereunder.

THE WALTON COUNTY WATER AND SEWERAGE AUTHORITY  
c/o Chairman  
P. O. Box 880  
Loganville, GA 30052

OCONEE COUNTY BOARD OF COMMISSIONERS  
c/o Chairman  
P. O. Box 145  
Watkinsville, GA 30677

14. Georgia Law. It is the intention of the parties that the laws of Georgia shall govern the validity of this contract, the construction of its terms and the interpretation of the rights or duties of the parties.

15. Cooperation. On and after the date of this contract, either party shall at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this contract.

16. Time. Time is and shall be of the essence of this contract.

17. Power. The parties signing this contract hereby state that they have the power to do so on behalf of the entity for whom they are signing.

18. Effective. This contract shall be effective upon the parties hereto and their assigns, and successors in office.

19. Cumulative. Except as expressly limited by the terms of this contract, all rights, powers, and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

20. Force Majeure. In case by reason of force majeure, any party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this contract 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. Such party, shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) 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, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident(s) to machines on pipelines, or any other cause(s) outside the party's control which prevent performance under this agreement. Should interruptions and/or lowering of pressure occur, AUTHORITY shall be foreclosed from any action against the COUNTY and shall hold the COUNTY harmless from any costs including attorneys' fees and court costs incurred from any action by one or more of the AUTHORITY'S customers.

21. Supersede. Except for the Memorandum of Understanding between the parties which shall remain in full force and effect, this contract shall supersede and replace all letters, memoranda, or other letters or documents signed by the parties hereto with respect to the sale of water by the COUNTY to the AUTHORITY.

22. Water Supply. AUTHORITY is aware the COUNTY has limited control over any source of water, therefore if for any reason the COUNTY does not receive the expected amount of water from BEAR CREEK TREATMENT FACILITY, the COUNTY may reduce the amount of water to be furnished to AUTHORITY under this agreement. In the event of such a reduction or any reduction due to force majeure, the COUNTY shall act in good faith and not unduly reduce the amount of water furnished under this agreement to the AUTHORITY.

**IN WITNESS WHEREOF**, the COUNTY and AUTHORITY having been duly authorized by appropriate resolution of their respective governing bodies, do hereto set their seals by and through their respective authorized officials.

OCONEE COUNTY, GEORGIA

By: *Melvin Davis* (SEAL)  
Melvin Davis, Chairman

Attest: *Gina M. Lindsey* (SEAL)  
Gina Lindsey, County Clerk

(Affix County Seal)

WALTON COUNTY WATER & SEWERAGE  
AUTHORITY

By: *Ben Doster* (SEAL)  
Ben Doster, Chairman

Attest: *Neal Byrd* (SEAL)  
Secretary

(Affix Authority Seal)