



## Utility Committee Meeting

### AGENDA

May 1, 2012

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#### I. CALL TO ORDER

#### II. MATTERS BEFORE COMMITTEE

1. [Discussion - Walton County Water Agreement](#)
2. [Discussion / Approval - Purchase of Fiber](#)
3. [Discussion / Approval - Coordination Study for Circuit 1492 - Station #3](#)

#### III. ADJOURN



## Utility Committee Meeting

### AGENDA

May 1, 2012

**Item:**

Discussion - Walton County Water Agreement

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

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Attachments / click to download

 [Water Purchase Contract](#)

**STATE OF GEORGIA**  
**COUNTY OF OCONEE**

**WATER PURCHASE CONTRACT**

THIS AGREEMENT is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between OCONEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter referred to as "OCONEE") and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter referred to as "WALTON").

**WITNESSETH:**

**WHEREAS**, based on obtaining sufficient water from the Bear Creek Treatment Facility to supplement OCONEE'S existing sources of water, OCONEE will be capable of selling certain excess water capacity as stated hereinafter to WALTON to supplement WALTON'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**, OCONEE desires currently to be a wholesale seller of water; and

**WHEREAS**, OCONEE desires currently to sell wholesale potable water to WALTON;

**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. OCONEE shall make available to WALTON 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, Georgia Department of Natural Resources and 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, 2012 and as this contract may be extend or renewed, OCONEE agrees to make available to Walton at the designated point of delivery hereinafter specified, potable water in a quantity not to exceed 500,000 gallons per day (0.5 MGD) as determined on a monthly basis.

3. Points of Delivery and Pressure. OCONEE agrees that the water will be furnished at a pressure on the OCONEE side of the meter of a static water gradient of 990 feet MSL. At no time shall the residual water pressure on the OCONEE side of the meter be allowed to be lower than 30 pounds per square inch due to the combined operations of OCONEE or WALTON. 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.

OCONEE with all possible dispatch. In the event of an extended shortage of water beyond the control of OCONEE, or the supply of water available to OCONEE is otherwise diminished over an extended period of time, the supply of water to WALTON's customers shall be reduced or diminished in the same ration or proportion as the supply to OCONEE's customers is reduced or diminished.

11. Price of Water. The purchase price of water supplied under this contract will be determined by OCONEE based on the hereinafter described blended price of delivered water purchased by OCONEE from the Bear Creek Treatment Facility and OCONEE's regular existing sources. The blended price of water shall be set as follows:

Monthly Total (Million Gallons)	Rate / KGal
0 – 7.5	\$1.70
7.5 – 15.0	\$2.50

If at any time during the term of this contract, OCONEE'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 OCONEE to WALTON of such change.

For the first 12 months of the term of this agreement only, WALTON shall not pay less than a monthly minimum charge of \$6,375, which is the equivalent cost of purchasing 125,000 gallons per day of water at \$1.70 per thousand gallons for a thirty day period. This monthly charge shall be paid whether or not WALTON purchases and average of 125,000 gallons per day of potable water each month, and shall serve as compensation to OCONEE for additional improvements required within their system. This shall be known as the "take or pay" clause of this water supply agreement, which shall expire 12 months from the date of this agreement. Notwithstanding any other provision to the contrary, the application of the "take or pay" clause of this water supply agreement is expressly conditioned on WALTON being offered an average of 125,000 gallons per day of potable water each month by OCONEE.

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 OCONEE and WALTON will collaborate and obtain such permits, certificates, or the like, as may be required to comply therewith. WALTON agrees to comply with all rules and regulations that OCONEE has now or may in the future impose on its water customers. Those 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, requests, 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.

this agreement. Should interruptions and/or lowering of pressure occur, WALTON shall be foreclosed from any action against OCONEE and shall hold OCONEE harmless from any costs including attorneys' fees and court costs incurred from any action by one or more of WALTON's customers.

21. Entire Contract. This Contract constitutes the entire agreement between the parties and it supersedes and replaces all letters, memoranda, or other documents signed by the parties hereto with respect to the sale of water by OCONEE to WALTON. Any modification of this Contract must be in writing signed by both parties.

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

**IN WITNESS WHEREOF**, OCONEE and WALTON 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: \_\_\_\_\_ (SEAL)  
Melvin Davis, Chairman

Attest: \_\_\_\_\_ (SEAL)  
Gina Lindsey, County Clerk  
(Affix County Seal)

WALTON COUNTY, GEORGIA

By: \_\_\_\_\_ (SEAL)  
Kevin Little, Chairman

Attest: \_\_\_\_\_ (SEAL)  
Leta Talbird, County Clerk  
(Affix County Seal)



## Utility Committee Meeting

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**Item:**

Discussion / Approval - Purchase of Fiber

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**Additional Information:**

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 [Fiber Quotes](#)

## **TOTAL REQUESTED EXPENSE – \$10,200.00**

**20,000' – 48 count singlemode loo setube fiber**

Irby – \$9,600.00 / 36 week

Wesco – \$10,000.00 / stock

Graybar – 10,232.00 / stock



## Utility Committee Meeting

### AGENDA

May 1, 2012

**Item:**

Discussion / Approval - Coordination Study for Circuit 1492 - Station #3

**Department:**

**Additional Information:**

Implement coordination study for circuit 1492 out of station # 3. Budget \$25,000.00


**Financial Impact:**

**Budgeted Item:**

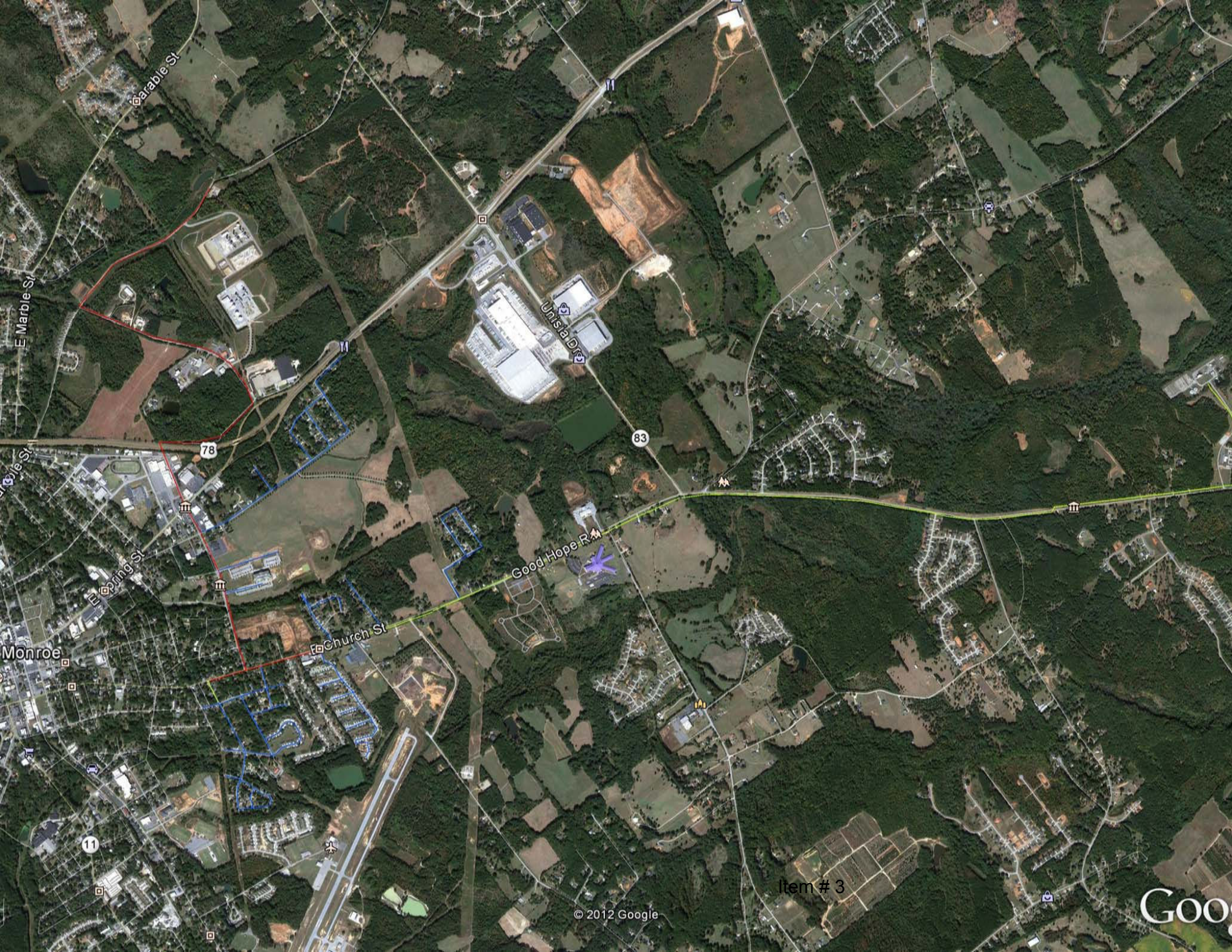
**Recommendation / Request:**

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 [Coordination Study Info](#)





Marble St

E Marble St

78

83

Good Hope Rd

Church St

Unstead Dr

Monroe

11

Item # 3

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