

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this "Agreement"), made and entered into as of this 3rd day of February 2025, by and between Franklin County, Georgia (the "County"), a political subdivision of the State of Georgia, and the City of Franklin Springs, Georgia (the "City"), a municipal corporation duly created and existing under the laws of the State of Georgia (the "County" and the "City" are collectively referred to as the "Parties");

WITNESSETH:

WHEREAS, the City is presently designing, permitting, and constructing a regional wastewater treatment facility.

WHEREAS, the County desires to reserve wastewater treatment capacity in the City's new regional wastewater treatment facility.

WHEREAS, the City's wastewater treatment facility will have an initial capacity of 2.0 million gallons per day, and such capacity can be expanded in phases to 4.0 million gallons per day.

WHEREAS, the Parties expect the initial capacity of 2.0 million gallons per day will be allocated with 1.1 million gallons per day in wastewater from the City and .9 million gallons per day in wastewater from the County.

NOW, THEREFORE, for and in consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the Parties do hereby agree as follows:

Section 1. Sewer Delivery Point. Upon completion of the City's wastewater treatment facility and at the request of the County, the City shall make a Sewer Delivery Point available to the County at a mutually agreed location on the wastewater treatment facility property along State Route 145.

Section 2. County Sewer Conveyance System. The County shall construct, own, and maintain a sewer conveyance system from the County's wastewater treatment facility to the Sewer Delivery Point.

Section 3. County Sewer Conveyance System. The Parties agree that the sewer conveyance system from the County wastewater treatment facility to the Sewer Delivery Point shall be used solely to serve sewer customers of Franklin County.

Section 4. Sewer Discharge Metering. Sewage discharge into the City's wastewater treatment facility shall be measured by a metering device capable of making such measurements. The expense of said meter, its installation and maintenance and any replacement thereof, shall be paid by the County. The meter shall be maintained, calibrated, and repaired by the County and the County shall provide documentation of professional annual calibration.

Section 5. County's Grant of Access. The County hereby grants the City access onto any facilities used to connect to the City system to monitor perform sampling, or to conduct any related activities.

Section 6. Reservation of Treatment Capacity. Following the execution of this agreement, construction of the City wastewater treatment facility and such facility's approval from the Georgia Environmental Protection Division, the City shall make available wastewater treatment capacity of 0.9 million gallons per day of domestic strength sewage from Franklin County.

Section 7. County Compliance Terms. The City agrees that the City shall supply the necessary capacity to treat sewage discharged to the City by the County provided: (a) payment of the per unit treatment charge is not delinquent, and (b) the County is in compliance with the most recent version of the City of Franklin Springs Sewer Use ordinance for all wastewater discharged to the City.

Section 8. Future Reservation of Treatment Capacity Not Guaranteed. This agreement does not constitute a guarantee by the City of its continuing ability to provide sewage treatment capacity. The City does not intend to limit the County's use of available capacity as long as sufficient capacity is available at the treatment facility, however the City may refuse to provide any increases in capacity above the 0.9 MGD allotment allocated to the County. The City shall provide written notification of refusal to provide any increases in capacity above the 0.9 MGD allotment to the County as soon as the decision is made by the City in order to allow the County ample time to pursue other means of sewage treatment.

Section 9. Effective Date and Term. This agreement shall be effective at the commencement date and shall continue for a period of 40 years unless otherwise extended by the mutual agreement of both parties. Upon breach of this agreement by either party, the other party may terminate this agreement immediately upon written notice to the breaching party.

Section 10. Per Unit Charge Rate. The County shall pay the City a per unit charge at a rate of \$7.50 per thousand gallons of sewage discharged to the City at the point of connection. The City shall submit an invoice to the County each calendar month. The per unit charge shall be subject to increase at the same percentage as any percentage increase adopted by the City for its inside residential customers or increases mutually agreed upon by the City and the County.

Section 11. City Sewage Content Testing. The County shall ensure that the content of the sewage discharged into the City's system complies with all applicable federal, state, and local laws, rules, ordinances, regulations in effect at any time during the term of this agreement. The City shall sample and analyze the sewage on a periodic basis to confirm its compliance with the applicable laws. Samples shall be collected at the County's point of discharge into the City's system. The routine sample analyses contemplated in this Section shall be performed at the expense of the City.

Section 12. City Maintenance of Wastewater Treatment Facility. The City agrees that it shall make all reasonable efforts to maintain its wastewater treatment facility in good operating order and make all reasonable efforts to ensure there will be no reduction or impairment of its ability and capacity to continue to treat sewage at its current capacity levels during the term of this agreement.

Section 13. City Wastewater Treatment Regulatory Compliance. The City shall be responsible for ensuring that the sewage received from the County is treated in compliance with all applicable federal, state, and local laws, rules, ordinances, regulations in effect at any time during the term of this agreement.

Section 14. Disaster or Mechanical Failure. In the event of a disaster, significant mechanical failure, or any other event that prohibits or limits the City's ability to accept sewage from the County, the City shall not be required to accept sewage or may reduce the amount of sewage accepted under the terms of this agreement. If any such disruption or limitation occurs, the City may temporarily suspend or limit its acceptance of sewage into its wastewater treatment facility. In the event of such a disruption or limitation, the City shall cause all necessary repair work to begin as soon as reasonably possible and to cause such work to be pursued diligently

until the situation is corrected. The City shall accept sewage from the County as soon as the situation is corrected and the wastewater treatment facility is accepting sewage from the City collection system.

Section 15. New Significant Sewer Users. Prior to the execution of any building permits or construction approvals of significant sewer users, the County will notify the City in writing of the anticipated additional usage of the City wastewater treatment facility based on the number of gallons per day to be added based on the proposed development. Significant sewer users shall be defined as a sewer user expected to utilize 50,000 gallons per day or more of sewer capacity. The City shall not limit the County's use of the available capacity if sufficient capacity is available at the wastewater treatment facility.

Section 16. Future Development Information Sharing. The Parties acknowledge that, from time to time, both parties may, for the benefit of the community, be engaged in confidential discussions with potential developers, industries, or other users and that the availability of sewer service may be an important part of such discussions. In these cases, the parties agree to share with each other to the maximum extent practicable under the circumstances any available information regarding planned sewer use so that such planning by one party does not negatively affect the other. Should the acquisition of additional sewer capacity by expansion of the wastewater treatment facility be desired, the parties agree to cooperate, seeking whatever funding sources may be most advantageous to both parties.

Section 17. Inflow or Infiltration of Water into the County Collection System . The Parties understand that the capacity of the wastewater treatment facility is ordinarily determined by the monthly average flow received or discharge at the wastewater treatment facility. During rain events, or through defects in the sewer collection system, however,

rainwater or groundwater entering the sewer collection system may increase the flow to such a degree that the wastewater treatment facility is unable to meet required treatment levels. Should the County repeatedly experience daily peak flows of more than 2.5 times the County's current monthly average flow over the previous 12 months, the County agrees to complete technical studies to determine the source of the water and make repairs to reduce peak flows.

Section 18. Notices. Notices under this Agreement shall be delivered via first class mail or overnight delivery to the following: The City – The City of Franklin Springs, Attn: Mayor, 2531 W Main St, Franklin Springs, GA 30639; Franklin County – Franklin County, Attn: Franklin County Manager, 141 Athens Street, Carnesville, Georgia 30521.

Section 19. Entire Agreement and Governing Law. This Agreement expresses the entire understanding and all agreements among and between the parties hereto with respect to the subject matter hereof. This Agreement shall be interpreted under the laws of the State of Georgia.

Section 20. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever; and the invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

Section 21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 22. Amendments in Writing. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing only executed by the parties hereto.

Section 23. Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

Section 24. Mediation. If the parties to this Agreement have a dispute, or otherwise believe that a breach has occurred in the performance of this Agreement, the parties, prior to initiating legal action, shall be required to submit to non-binding mediation before a mediator chosen from the Tenth Judicial Administrative District panel of approved mediators.


Section 25. Indemnity. For purposes of this Agreement, and to the extent allowed by law, the City shall indemnify and hold harmless the County for any and all claims arising out of the use of the City wastewater treatment facility. Likewise, the County, to the extent allowed by law, shall indemnify and hold harmless the City for any and all claims arising out its use of the City wastewater treatment facility.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the day and year first above written.

(Signatures on Following Page)

FRANKLIN COUNTY, GEORGIA

(SEAL)

By: 
Chairman, Board of Commissioners

Attest:


Clerk, Board of Commissioners

CITY OF FRANKLIN SPRINGS, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

City Clerk