



**OFFICIAL MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
REGULAR SESSION
MONDAY, July 6, 2020 – 7:10 PM
Via Teleconference**

ELECTED OFFICIALS PRESENT:

David Eady – Mayor
George Holt – Councilmember
James Windham – Councilmember
Jeff Wearing – Councilmember
Avis Williams – Councilmember
Lynn Bohanan – Councilmember
Laura McCanless – Councilmember

APPOINTED/STAFF PRESENT:

Matt Pepper – City Manager
Marcia Brooks – City Clerk/Treasurer
Melissa Pratt – Associate Clerk
Scottie Croy – Asst. Public Works Supervisor
Dave Harvey – Police Chief
David Strickland – City Attorney

OTHERS PRESENT: Art Vinson, Laurie Vinson, Alice McKnight, Michael McQuaide, Mike Ready, Laura Gafnea (Oxford College), Joseph Budd, Cheryl Budd, Tom Spigolon (Covington News).

1. The meeting was called to order by the Hon. David Eady, Mayor.
2. The invocation was delivered by Avis Williams.
3. Pledge of Allegiance.
4. **A motion was made by James Windham to accept the Agenda for July 6, 2020. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).**
(Attachment A)
5. **A motion was made by James Windham to accept the Consent Agenda for July 6, 2020. Jeff Wearing seconded the motion. The motion was approved unanimously (7/0).** (Attachment B)
6. **Mayor's Report**
Mayor Eady emphasized the importance of the census to the City of Oxford because it impacts funding at the local level. As of this week, Oxford has a response rate of 63.1%, which is the best for Newton County but is still not good enough. Continued posts on the website as well as a mailout are needed. Matt Pepper advised that Oxford College has submitted all their responses.

The sod replacement project will cost less because not all homeowners have agreed to the terms of replacing the sod.

A first draft of the Hwy. 81 Sidewalk Concept Study has been received. Some additional information has been requested based on that draft. Once the response is received the study will be presented to the City Council for discussion.

In regard to a question that came up at the previous Council meeting on June 15, 2020, Mayor Eady wanted the record to reflect that on August 6, 2018 the Council unanimously approved the conveyance of the property along the East Clark Street right-of-way and the property behind Orna Villa (1008 Emory Street) to the Downtown Development Authority (DDA).

7. **Planning Commission Recommendations/Petitions**

The Planning Commission recommends the approval of the variance request for 903 Asbury Street (Item #12).

8. **Citizen Concerns**

None.

9. **COVID-19 Update**

Tape was removed from the pavilion and playground equipment at Asbury Street Park on June 29th. Temporary signs were placed there to remind patrons to take precautions (wear a mask, wash hands, social distance) and permanent signs have been ordered. City Hall also opened to the public on June 29th. Matt Pepper advised the opening of City Hall has been relatively smooth. Masks have been offered to those who did not come in wearing one, and they have accepted and worn them without issue. There has been a steady stream of customers, but not to the point that it has been necessary to separate them. Staff placed markers on the floor as a social distancing guide, and they are practicing social distancing, using hand sanitizer, and wearing masks. City Hall staff has a schedule for cleaning customer touch points at least once each hour.

Marcia Brooks added that hand sanitizer dispensers have been installed in the lobby of City Hall, and another one will be installed in the hallway to the Community Room. She also stated that an American Red Cross (ARC) blood drive is scheduled for August 18th in the Community Room. Unless Mayor Eady or someone on the City Council has concerns about this, she will need to begin publicizing the event very soon. Laura McCanless stated she does not have any concerns. Her family has been to some ARC blood drives and everyone present is required to wear a mask including the staff of the blood drive. Mayor Eady asked about testing of COVID-19 antibodies at the blood drive. Ms. Brooks stated that they are doing that at some blood drives, but the coordinator was not yet able to tell us if that option would be available at the Oxford blood drive.

Mayor Eady stated that in light of the increase of COVID-19 positive cases in Newton County in recent weeks, he recommends city staff clearly state on our social media platforms and on all signage that a mask is required in public spaces in Oxford. A mask must always be worn by customers inside City Hall, and in city parks a mask must be worn in situations where social distancing is not possible. **James Windham made a motion to**

require wearing of masks in all public places in the City of Oxford. Laura McCanless seconded the motion. The motion carried unanimously (7/0).

Mr. Windham reiterated the previous discussion that the City Council supports the authority of the mayor, city manager and city clerk to make an administrative decision regarding the need to close City Hall again if conditions warrant without the approval of the full City Council. Mayor Eady acknowledged this decision and stated any more drastic measures would be brought before the City Council before action is taken.

Laura McCanless asked about Oxford College's plans for compliance with the mask requirements, given their intention to have some students on campus for Fall semester. Laura Gafnea stated that students and faculty are being offered the opportunity to take or teach courses online or in person. They are still receiving feedback about preferences, so those results are still forthcoming.

All in-person classes will be set up for social distancing. There will be a no visitor policy on campus at least through Fall semester. Students who do come to campus will be provided with masks. They are working on plans to limit dorm room density in their residence halls. Faculty who will be on site are working with their Operations team to ensure they are equipped with adequate personal protective equipment (PPE) for their classroom spaces so they can teach safely. All faculty, students and staff on site will be required to wear masks.

Mayor Eady asked about their aggressive plan for testing returning students. Ms. Gafnea advised she would get the Mayor and City Council some specifics about the testing plan. The dining hall will not be open to the public, and Ms. Gafnea will put the word out on social media so that the public is aware of this. They are also working on plans to reduce density in the dining hall, such as grab and go meals, outdoor dining, etc.

Ms. McCanless asked about the status of court in Oxford given the recent court closing in Newton County due to several court staff testing positive for COVID-19. She wanted to ensure that as we are moving forward, we are taking appropriate precautions. Mayor Eady reviewed the report provided by Court Clerk Dawn Stubbs regarding June's court proceedings, in which COVID-19 precautions were taken and it was conducted efficiently and safely. Staff will continue to be in contact with the judge and solicitor to ensure they do not have any concerns moving forward. Mr. Pepper added that the Newton County court facilities are scheduled to reopen around the 14th or 15th of July, and Oxford's next court date is July 16th.

**10. Discussion on Transportation-Special Purpose Local Options Sales Tax (T-SPLOST)
(Attachment C)**

Newton County has drafted an Intergovernmental Agreement (IGA) to include the municipalities within Newton County in a TSPLOST question on the November ballot. The IGA must be executed by July 21st. The City Council can decide tonight whether to support this effort and sign the IGA or defer the vote until the July 20th work session. The proposed IGA allots 3.02% of the proceeds of the 1% sales tax (high estimate of \$1,694,000 over 5

years) to the City of Oxford if the TSPLOST question passes on the November ballot. The question before the City Council is whether the City of Oxford will sign the agreement to allow citizens to vote on the TSPLOST question on the November ballot.

Ms. McCanless asked for clarification on what the money could be used for. Specifically, she wanted to know if the money could cover replacement of conventional streetlights with LED lights that could be more directed to reduce disturbing people in their homes and would be more efficient, and if it could cover bike lanes. Since the money must be spent on transportation projects, the city would need to be somewhat creative with how the money is spent. The City of Oxford has a fixed amount of paving, and it would not be right to keep repaving just to spend the money.

Mayor Eady stated there are a couple of different approaches that can be taken. If projects are specified, the money can only be spent for the projects specified. The other approach is to specify categories of projects, which allows for more discretion on specifically what the money is spent on. Following the second approach, Ms. McCanless' ideas could be executed if desired. If the cities do not sign the IGA, Newton County could still move forward with the question on the ballot but would only be able to impose a .75% sales tax ..

Mr. Windham proposed that the City Council send a letter to Newton County stating our interest in using some of the funds for pedestrian and bicycle safety.

All City Council members were in favor of signing the IGA to allow the question to be on the ballot.

Mayor Eady recommended that the City Council think about the categories they would like to propose for the sales tax proceeds and discuss their recommendations during the work session on July 20th. After the work session, a vote can be taken. If the City Council approves signing the IGA, it can be sent to Newton County along with the categories and a resolution expressing the sentiments stated by Mr. Windham.

Mr. Wearing stated that whatever we propose is really just a wish list, because over the five-year period that the sales tax is collected, the goals and priorities of the county could change considerably. Therefore, it is better to submit general categories rather than specific projects.

Lynn Bohanan asked if proceeds are allocated to a specific project, then that project comes in under budget, does the city lose the remaining amount allocated, or can it be used for something else.

David Strickland advised that the categories need to be adequate to pass muster but should be somewhat generic to allow the city to move the money around when needed. Matt Pepper added that the agreement explicitly states that if a project comes in under budget, the remaining funds can be moved to another transportation related project. Mayor Eady stated that should apply to categories of projects as well.

Mr. Windham asked if this money could be used to lobby the Georgia Department of Transportation (GDOT) concerning the routing of State Highway 81 through the City of Oxford. Mr. Strickland stated he would have to do some research on whether this use of the money would be permissible. He recommends stating the categories as broadly as possible, and he will do some further research on whether any of the funds could be used for lobbying or political activities to further the goals of the City of Oxford through participation in the TSPLOST.

Mayor Eady stated a special called session would be held before the work session on July 20th.

11. Discussion on the Consecutive Water System Agreement (Attachment D)

The City of Oxford was previously under a 25-year agreement with Newton County and the consecutive water systems regarding the distribution and treatment of potable water. The most recent one-year agreement bought some time while the former Mayor (Jerry Roseberry) worked with the County and the other municipalities to bring more structure and discipline to how the system is being managed and the funds are being accounted for.

Matt Pepper added that the impetus of this effort was the Service Delivery Strategy (SDS) agreement executed last year. Also, the municipalities want more say in how Newton County manages the water system if the water is going to be purchased exclusively from Newton County. Particularly, municipalities would like more say on capital projects taken on by the County. These projects are impacted by bonds and loans taken on by Newton County that impact the municipalities' wholesale water rates. The municipalities want to be able to review the financial statements and justifications for such improvements to gain a better understanding of why projects are taken on and how the wholesale rates will be impacted.

Mr. Strickland has reviewed the proposed IGA and spoken with Covington's attorney, who advised him that Covington plans to sign the IGA. He recommends agreeing to it because he believes Newton County will not make a better offer.

Laura McCanless made a motion to approve signing the Consecutive Water System IGA. Avis Williams seconded the motion.

Discussion: Ms. McCanless asked if Newton County is responsible for maintenance of the master meters where we purchase water from Newton County. Scottie Croy responded that he believes they are.

Mr. Windham asked if it is time to appoint a different person to represent the City of Oxford on the Newton County Water and Sewerage Authority Board, since our current representative has not lived in the city for the past eight years. Mayor Eady stated that issue will be added to a work session agenda.

The motion carried unanimously (7/0).

12. Variance Request for 903 Asbury Street (Attachment E)

A request has been made by Laurie and Art Vinson for a variance on the minimum side setback requirement for their property at 903 Asbury Street. The Oxford Planning Commission recommends approval of the request.

James Windham made a motion to approve the request for a variance. George Holt seconded the motion. The motion carried unanimously (7/0).

13. Voting Delegates for the Municipal Electric Authority of Georgia (MEAG)

(Attachment F)

A voting delegate and alternate are appointed by the city to serve as the city's representatives for MEAG. Neither of the designated officials are still on the City Council so new delegates must be appointed. Mayor Eady as the primary delegate and James Windham as the alternate delegate are the recommended appointees in the proposed resolution.

George Holt made a motion to approve the resolution designating David Eady and James Windham as voting delegates for MEAG. Avis Williams seconded the motion. The motion carried unanimously (7/0).

14. Invoice Approval

Ms. McCanless asked how many more payments would be made on the Moore Street sidewalk. Mr. Pepper stated there should be one more payment, and the project is about 90% complete.

Ms. McCanless asked if the sign replacement project was paid from a grant. Mayor Eady stated that all but \$6,500 of it was.

Mr. Holt asked if the payment for the speed bumps on East Soule Street had been completed. Several Council members were disappointed in the outcome of this project. Mayor Eady stated that they conformed to what was approved. Ms. McCanless suggested using a different contractor to install a third speed bump between the two existing ones. Mr. Windham stated that the ones in Jersey and Good Hope are much better. Ms. McCanless asked if staff could get information from them about the contractors they used. Mayor Eady stated it is also important to use state specifications in the request for proposals. Staff will contact the municipalities to obtain details. Mayor Eady stated that Chief Harvey provided him with some data indicating the speed of traffic had slowed down on East Soule Street since installation of the speed bumps.

James made a motion to approve the invoices over \$1,000.00. Lynn Bohanan seconded the motion. The motion carried unanimously (7/0).

15. Executive Session

None

16. **Jeff Wearing made a motion to adjourn Regular Session at 8:17 pm. Lynn Bohanan seconded the motion. The motion was approved unanimously (7/0).**

Respectfully Submitted,



Marcia Brooks
City Clerk/Treasurer

**OXFORD MAYOR AND COUNCIL
REGULAR MEETING
MONDAY, JULY 6, 2020 – 7:00 P.M.
CITY HALL (VIA TELECONFERENCE)
A G E N D A**

PUBLIC HEARING – 7:00 PM

Variance Request - The City Council of the City of Oxford will conduct a public hearing on Monday, July 6th at 7:00 PM. The purpose is to consider a request for a zoning variance from Art and Laurie Vinson on the 10-foot minimum side setback requirement to allow for improvements to an existing non-conforming 14' x 18' accessory building.

1. Call to Order, Mayor David S. Eady
2. Invocation
3. Pledge of Allegiance
4. Motion to accept the Agenda for the July 6, 2020 Mayor and Council Regular Meeting.
5. **CONSENT AGENDA**
 - a. * Minutes of the Regular Session June 1, 2020.
 - b. * Minutes of the Work Session June 15, 2020.
 - c. * Minutes of the Trees, Parks and Recreation Board February 11, 2020.
 - d. * Minutes of the Planning Commission April 14, 2020.
6. Mayor's Report.
7. Planning Commission Recommendations/Petitions.
8. Citizen Concerns.
9. **COVID-19 Update** – Council will discuss any city business related to the Coronavirus pandemic.
10. * **Discussion on Transportation-Special Purpose Local Option Sales Tax (T-SPLOST)** – Council will discuss the intergovernmental agreement (IGA) between Newton County and the municipalities regarding the proposed T-SPLOST referendum. We have attached the IGA.
11. * **Discussion on the Consecutive Water System Agreement** – Council will discuss the intergovernmental agreement (IGA) between Newton County and the consecutive water systems regarding the distribution and treatment of potable water. It is proposed that the Council will vote on the IGA in a called meeting prior to the July Work Session. We have attached the IGA.

12. * **Variance Request for 903 Asbury Street** – Council will decide whether to grant the variance request on the minimum side setback for the property owners at 903 Asbury Street. We have attached the variance request.
13. * **Voting Delegates for the Municipal Electric Authority of Georgia** – Council will discuss appointing a new voting delegate and alternate to serve as the city’s representatives for the Municipal Electric Authority of Georgia. We have attached a copy of the resolution.

14. **Invoice Approval**

INVOICES OVER \$1,000.00

VENDOR	DESCRIPTION	AMOUNT
RECURRING CHARGES		
City of Oxford Utilities	Monthly utility charges month of May 2020	1,393.87
GMEBS Life and Health Insurance Program	Monthly employee insurance premiums, July 2020, Invoice #300956	11,175.84
GMEBS Retirement Trust	Monthly Retirement Fund June, Inv# 376259	5,972.25
GMA Workers’ Comp Self-Insurance Fund	2019 Audited Annual Premium, Inv. #300845	1,198.00
Georgia Environmental Finance Authority (GEFA)	Monthly Payment on Loan 2016L06WQ	4,556.05
Latham Home Sanitation	Commercial Waste Removal Services May	6,891.38
Newton County Board of Comm.	Water Purchase for May, Invoice #2705	16,713.00
Newton County Water & Sewerage Authority	Sewer Treatment Fees 4/29/20-5/28/20, Inv. #268242	7,477.13
Southeastern Power Administration	SEPA Energy Cost (May) Inv. #B-20-2015	3,118.71
Municipal Electric Authority of Georgia (MEAG)	Monthly Electric Purchases for May (net of Year-End Settlement Refund)	30,335.39
Electric Cities of Georgia (ECG)	Electric Utility Management Services June 2020, Inv. #53777-IN	5,158.00
AT&T	Telecomm charges May 2020	1,157.20
Harris Computer Systems	FY2021 Software Maintenance, Inv. #6591	20,949.56
Sophicity	June IT in a Box/Maintenance Charges, Inv. #12918	1,996.84
Sophicity	July IT in a Box/Maintenance Charges, Inv. #12918	1,996.84
IRS	Federal Payroll Taxes, May 2020	11,098.21
PURCHASES/CONTRACT LABOR		
Freeman Law Firm, LLC	Legal Services (Solicitor), Inv. #252	1,400.00
Steven A. Hathorn, P.C.	Legal Services (Municipal Court Judge)	1,250.00

VENDOR	DESCRIPTION	AMOUNT
McNair McLemore Middlebrooks & Co.	Financial Consultant Services, Inv. #84630	1,120.00
The Hall Company	Laser Utility Bills/Window Envelopes/Return Envelopes, Inv. #29165	1,848.42
HCS Services, LLC	Moore St. Sidewalk Project, Draw #5	70,000.00
HCS Services, LLC	Moore St. Sidewalk Project, Storm Drain Repair (change order)	10,000.00
Burford's Tree, LLC	FY2020 Powerline Tree Trimming, Inv. #OXGA2320	4,552.00
Burford's Tree, LLC	FY2020 Powerline Tree Trimming, Inv. #OXGA2420	4,552.00
Scarborough Tree, Inc.	Treetop and Stump Removal/Storm Damage Cleanup 6/1/2020	3,600.00
Gresco Utility Supply, Inc.	Electric Supplies for Moore St. Line Work, Inv. #10141479-00	4,965.00
Gresco Utility Supply, Inc.	Electric Supplies for Moore St. Line Work, Inv. #10140224-01	1,283.25
MHB Paving, Inc.	FY2019 LMIG Patching Project, Inv. #20-18053	19,747.91
Brown's Asphalt Maintenance, Inc.	FY2020 Sign Replacement Project, Inv. #602	26,509.00
Marable-Pirkle, Inc.	Storm Damage Repair 6/1/2020, Inv. #13551	3,367.46
City of Winterville	Purchase of Used Police Car	3,500.00

15. **Executive Session** – Personnel.

16. **Adjourn**



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
REGULAR SESSION
MONDAY, June 1, 2020 – 7:00 PM
Via Teleconference
DRAFT**

ELECTED OFFICIALS PRESENT:

David Eady – Mayor
George Holt – Councilmember
Jim Windham – Councilmember
Jeff Wearing – Councilmember
Avis Williams – Councilmember
Lynn Bohanan – Councilmember

APPOINTED/STAFF PRESENT:

Matt Pepper – City Manager
Marcia Brooks – City Clerk/Treasurer
Jody Reid – Utility Superintendent
Dave Harvey – Police Chief
David Strickland – City Attorney

ELECTED OFFICIALS NOT PRESENT:

Laura McCanless – Councilmember

OTHERS PRESENT: Rev. Johnetta Johnson, Mike Ready, Alice (LNU)

1. The meeting was called to order by the Hon. David Eady, Mayor.
2. The invocation was delivered by Rev. Johnetta Johnson (Rust Chapel United Methodist Church).
3. Pledge of Allegiance.
4. **A motion was made by Jeff Wearing to accept the Agenda for June 1, 2020. Avis Williams seconded the motion. The motion was approved unanimously (6/0).**
(Attachment A)
5. **A motion was made by Jeff Wearing to accept the Consent Agenda for June 1, 2020. Avis Williams seconded the motion. The motion was approved unanimously (6/0).**
(Attachment B)
6. **Mayor's Report**
Mayor Eady thanked Rev. Johnson for joining the meeting to deliver the invocation.

As discussed at the May 18th work session, opening City Hall and the pavilion and playground equipment at Asbury Street Park will be discussed at the June work session. Two upcoming events will provide test runs for reopening: the Georgia Primary election on June 9th and municipal court on June 18th.

7. **Planning Commission Recommendations/Petitions**

None

8. **Citizen Concerns**

None.

9. **Personnel Recommendations for the FY2021 Budget**

Staff is making some recommendations to restructure some personnel classifications and associated pay structures. These recommendations were discussed during the Executive Session on May 4, 2020. The changes are aligned with the FY2021 budget and would become effective July 1, 2020.

George Holt made a motion to approve the personnel recommendations for the FY2021 budget. Jim Windham seconded the motion. The motion carried unanimously (6/0).

10. **Latham Home Sanitation, Inc.** (Attachment C)

The provider of garbage and recycling pickup services for the City of Oxford, Latham Home Sanitation, Inc., has requested a \$.76 increase per residential customer. Staff recommends approval of the request effective with their contract renewal on July 1, 2020.

Jeff Wearing made a motion to accept the \$.76 price per residential customer increase by Latham Home Sanitation, Inc. effective July 1, 2020. George Holt seconded the motion. The motion carried unanimously (6/0).

11. **Operating Budget and Capital Budget for FY2021** (Attachment D)

The Operating Budget and Capital Budget for FY2021 have been discussed during several Council work sessions. A public hearing was held on May 18 to receive comments regarding the proposed budgets. All comments have been addressed. Staff recommends approval of the budget resolution for the Operating Budget and Capital Budget for FY2021.

George Holt made a motion to approve the Operating Budget and Capital Budget resolution for FY2021. Jeff Wearing seconded the motion. The motion carried unanimously for the Operating Budget (6/0). The motion carried for the Capital Budget (5/1). Jim Windham voted nay for the Capital Budget.

12. **Change Order and Budget Amendment for Moore Street Sidewalk Repair** (Attachment E)

During work on the Moore Street Sidewalk Project, it was discovered that several large sections of an existing 24" steel storm drainpipe have severely eroded. The sidewalk is to be installed over this pipe. Staff recommends replacement of 264 feet of 24" steel storm drainpipe with a high-density polyethylene (HDPE) pipe. The total amount of the change order is \$10,000. The revised total cost for the project exceeds the approved budgeted amount. Staff recommends approval of a budget amendment to authorize completion of the project at the revised amount.

George Holt made a motion to approve the budget amendment to authorize completion of the Moore Street Sidewalk Repair project at the revised amount. Jim Windham seconded the motion. The motion carried unanimously (6/0).

13. **2nd Reading for Ordinance for Health Insurance** (Attachment F)

The City of Oxford joined the health and life insurance plan offered by the Georgia Municipal Association (GMA) in April. A requirement of joining this plan was to adopt an ordinance. The first reading for the ordinance was the April regular session. Given the timeline to sign up employees for the plan, it was necessary to sign the ordinance and return it to GMA immediately after the meeting. The ordinance is now presented for its second reading per City of Oxford requirements. Once the ordinance is approved it will be codified in the City of Oxford ordinances. Staff recommends acceptance of the ordinance stating that the City of Oxford is joining the GMA's health and life insurance plan.

Jim Windham made a motion to accept the ordinance stating that the City of Oxford is joining the GMA's health and life insurance plan. George Holt seconded the motion. The motion carried unanimously (6/0).

14. **FY2020 Bad Debt Expense**

Each fiscal year, the City of Oxford designates a portion of its Operating Budget to be expensed due to uncollectible utility accounts. The FY2020 Operating Budget include \$32,800 for bad debt expense, divided as follows: \$22,500 – Electric Fund; \$6,000 – Water/Sewer; \$4,300 – Sanitation. Staff has identified uncollectible utility fees assessed totaling \$31,982.33. Staff recommends approving recognition of these uncollectible accounts as bad debt expense for FY2020.

George Holt made a motion to approve recognition of the identified uncollectible accounts as bad debt expense for FY2020. Jeff Wearing seconded the motion. The motion carried unanimously (6/0).

15. **Invoice Approval**

George Holt commented that most of the purchases listed have already been paid. He asked why they are being presented for approval. He acknowledged that some changes to the city's financial policy to only address diversions from the budget were discussed in 2014 but he does not know if those changes ever passed. He will work with Matt to review the financial policies and determine if any changes are still needed.

Jim Windham asked what the status of the Moore Street project is (percentage complete). Public Utility Superintendent Jody Reid advised they are about 70% complete.

Mr. Windham asked if the vendor has indicated when he plans to start on East Clark Street. Mayor Eady stated that the East Clark Street project was put on hold due to budgetary constraints, and the property was conveyed to the Downtown Development Authority (DDA). Mr. Holt added that this was discussed during the Capital Budget reviews.

Mr. Windham stated that the Council has approved \$200,000 for the DDA in the FY2021 Capital Budget that they can spend immediately. Mayor Eady reiterated his and Mr. Holt's

comments from the May 18th Council Work Session. Mr. Holt had stated that items are listed in the Capital Budget as placeholders and remain there sometimes for several years until there is funding to complete them. Mayor Eady had stated that he does not expect the Whatcoat Street, East Clark Street, and Yarbrough House projects to be completed during FY2021 due to current economic conditions.

Mr. Windham expressed concern about legal exposure to the city for delaying the project since it was condemned for transportation purposes. He requested that Mayor Eady discuss this issue with City Attorney David Strickland. Mr. Strickland stated that there would not be any further legal exposure to the city because the matter is concluded. For clarification, Lynn Bohanan asked if the property must be used for the original intended use for which it was condemned. Mr. Strickland stated that the transportation code was used for the condemnation, which does not require that the property be used for the originally stated purpose.

Mayor Eady asked for confirmation from Mr. Strickland that the condemned property and the city-owned property behind Orna Villa were both conveyed to the DDA. Mr. Strickland stated he believed that was true although he did not have the paperwork in front of him. Mayor Eady expressed that because the DDA owns the land, the project must be discussed further with them, and the source of the money to fund the project must be identified.

Jeff Wearing made a motion to approve the invoices over \$1,000.00. George Holt seconded the motion. The motion carried unanimously (6/0).

16. **Executive Session**

None

17. **Jim Windham made a motion to adjourn Regular Session at 7:38 pm. Lynn Bohanan seconded the motion. The motion was approved unanimously (6/0).**

Respectfully Submitted,

Marcia Brooks
City Clerk/Treasurer



**DRAFT MINUTES OF THE OXFORD MAYOR AND COUNCIL MEETING
WORK SESSION
MONDAY, JUNE 15, 2020 – 6:30 PM
VIA TELECONFERENCE
DRAFT**

ELECTED OFFICIALS PRESENT:

David Eady – Mayor
George Holt – Councilmember
Jim Windham – Councilmember
Jeff Wearing – Councilmember
Lynn Bohanan – Councilmember
Avis Williams – Councilmember

APPOINTED/STAFF PRESENT:

Matt Pepper – City Manager
Marcia Brooks – City Clerk/Treasurer
Melissa Pratt – Associate Clerk

ELECTED OFFICIALS PRESENT:

Laura McCanless - Councilmember

OTHERS PRESENT: Laura Gafnea, Art Vinson, Laurie Vinson, Mike Ready, Michael McQuaide, Barbara Cole, Nick Cole

Agenda (Attachment A)

1. Mayor's Announcements

Several residents in Oxford were impacted by this afternoon's severe storm. A tree fell into the living room of a house on Emory Way, but no one was injured. Marable-Pirkle is assisting the Public Works staff with power restoration on West Bonnell Street. The Public Works staff will be working on downed trees and limbs once power is restored.

2. Reopening City Hall

Matt Pepper advised we have ordered hand sanitizer dispensers. Staff has plenty of masks and hand sanitizer. He feels that staff has the supplies and materials needed to stay safe for a reopening.

Mayor Eady asked if the staff feel comfortable with reopening. Mr. Pepper believes staff is comfortable with the protections in place. Marcia Brooks and Melissa Pratt both stated that they feel comfortable and that they City has done everything it can to make the office environment safe.

Mayor Eady expressed his appreciation for the staff's feedback and expressed that they do not want to put anyone unnecessarily at risk. He expressed his appreciation for the staff continuing to work during this difficult time and to meet the citizens' needs.

Further discussion resulted in the following decisions:

1. City Hall will reopen on June 29, 2020 provided the following conditions are met:
 - a. Employees in the City Clerk's office will practice safe distancing and will always wear masks.
 - b. Employees in the City Clerk's office will serve customers from behind the glass partition in the office.
 - c. All customers and visitors will be required to wear a mask inside City Hall.
2. Mayor Eady, Matt Pepper, and Marcia Brooks will have discretion to reclose City Hall if circumstances warrant without approval of the full Council.
3. The pavilion and playground at Asbury Street Park will also reopen on June 29, 2020. Signage will be placed throughout the park advising patrons to wear a mask, practice social distancing, and wash hands. The sign should also indicate that hand sanitizer is available at the pavilion. Patrons not following these requirements should be educated, not penalized. Mayor Eady requested that the staff share the sign design with the Council before ordering the signs.
4. The Farmer's Market will resume on June 29, 2020. Vendors should be advised to wear a mask when in close proximity with customers.
5. The Council does not feel that they can safely hold public meetings yet. There is not adequate space for them all to social distance. They may consider resuming in-person meetings with some Councilmembers present on site and some attending via teleconference. This issue will be discussed again at the July work session.

Mike Ready suggested that the boards and commissions such as the Downtown Development Authority and the Planning Commission could possibly begin meeting in person since they have smaller groups and can practice social distancing during their meetings. Laura Gafnea suggested allowing those groups to decide if they feel safe meeting in person and felt a hybrid approach for Council meetings may be feasible.

3. Penalties and Fees for Future Utility Bills

The City of Oxford has been waiving penalties and fees on utility bills for several months. The Council discussed whether the penalties and fees should be reinstated yet. Jeff Wearing expressed his opinion that the impact of COVID-19 is not yet over, and the penalties and fees should still be waived, with plans to discuss the issue again at the July work session. All other City Councilmembers agreed.

4. **Discussion on Variance Request for 903 Asbury Street** (Attachment B)

Art and Laurie Vinson submitted a request for a variance at their property to make improvements to an existing structure at 903 Asbury Street. A variance is requested for the 10-foot minimum side setback requirement. The Planning Commission recommends approval of the variance request. Mr. and Mrs. Vinson have spoken with their neighbors, and none have voiced any opposition. They have a letter indicating as such from one of their neighbors.

George Holt asked what criteria is being used to approve the variance. He just wants to ensure that there are valid grounds for approval that can apply to others who make this request. James Windham explained that in the past, if there was no opposition from neighbors, when the changes do not infringe on the property line, and particularly with existing buildings, the variance has been generally granted. Mayor Eady added that if the footprint of the building is not changing, the variance has been granted. Mr. Windham also stated that another criterion used in the past is that it is a permanent building.

A formal hearing for this request will be held at the beginning of the July regular session. The variance can then be voted on in the regular session. All Councilmembers present were in favor of approving the request. In the interest of fair due process, Mayor Eady asked Mr. Vinson if he feels comfortable with the hearing being held via teleconference. Mr. Vinson indicated he has no problem with this.

5. **July 4th Parade**

Mayor Eady stated that some from the community had expressed displeasure on the city's Facebook page concerning the cancellation of the July 4th parade. There is little time remaining to organize the event at the scale it is usually held, but if the Oxford Historical Society and Oxford Lions Club wish to take it on at this point we will not prohibit them from doing so. However, Highway 81 will not be blocked for a parade.

No Councilmembers were in favor of modifying their original decision.

6. **Emory Sewer Project** (Attachment C)

Grass seed was planted at six homes on Emory Street to restore grass that was dug up to install the sewer main on Emory Street. The seed that was planted has not grown well. Staff recommends replacement of the seed and straw with Centipede sod. Three bids have been obtained for this work. Staff recommends approval of the lowest bid by CMC Landscaping for \$7,100.00.

Matt Pepper added that the bid from CMC Landscaping was revised and sent out to the Councilmembers with specific details regarding the scope of the work to be performed. George Holt stated that the property owners should be required to sign a statement acknowledging that they will be required to water the sod at regular intervals to maintain its health.

All Councilmembers and citizens present were in favor of approving the installation of the sod and requiring the signed statement.

7. **Spare Vehicle for the Police Department**

During budget discussions Mayor Eady stated that the City may try to find a used police car that can serve as a spare until the Police Department can purchase a new car and rotate one of their current ones out for a spare. A fully equipped 2008 Crown Victoria Interceptor with approximately 86,000 miles is available from the City of Winterville for \$3,500. The odometer must be replaced, and the lettering must be changed. Chief Harvey has driven the vehicle and is impressed with it. Chief Harvey is requesting authorization to make the purchase. There was no opposition from Councilmembers present.

8. **101 Longstreet Circle Lot**

The lot at 101 Longstreet Circle was donated to the City of Oxford. A recommendation was made by James Windham to turn the lot into a passive park, however the Trees, Parks and Recreation Board recommended that a park not be built at this location. In the past one person had shown interest in purchasing the lot from the City of Oxford but would not agree to the terms proposed by the city. Mr. Hurenza Lewis has approached the city to express his interest in purchasing the lot to build a home on it. If the city wants to try to sell it, the proper procedures must be followed to solicit bids. The suggestion by Mr. Windham also still stands as a possible use of this land. Mr. Windham stated that it would also be a nice addition to the sidewalk that is already being installed.

Jeff Wearing stated that selling the property would generate tax and utilities revenue for the city. He is in favor of going through the process to solicit bids. He feels that a park is not feasible at this location.

George Holt stated he thought the neighbors in the area had indicated they did not want a park at the location. Mr. Windham agreed this was true, however, he thinks some may have misunderstood what he meant by park. He did not mean playground equipment or recreational areas. He meant an area of beautification. However, if Mr. Lewis is willing to meet the requirements of the solicitation and the city asks for a minimum bid, he does not have any major issues with moving forward with the bid solicitation.

Mayor Eady indicated the city would need to consult with its attorney to ensure procedures are followed. Mr. Windham stated that including a statement about the city having the right to refuse any and all bids should accomplish the same thing as setting a minimum bid. Mayor Eady summarized that the City Council is in agreement to try to obtain a market price for the lot and make it a home again. If this process is not successful, the city can return to the idea of making the lot an asset for the neighborhood.

Mayor Eady asked Matt Pepper to move forward with starting the procedure to solicit bids for the lot.

9. **Sustainability Committee**

Mayor Eady plans to appoint a standing committee that would continue to advise the City Council and to provide bandwidth for projects recommended by the previous committee. The committee will not have any authority per se, but will have permission to recommend and help execute projects the City Council is willing to invest in. Mayor Eady asked for

feedback from Councilmembers and recommend candidates for membership on this committee.

James Windham nominated Laura McCanless for the committee. He would also like to see the new committee review the recommendations from the previous committee to identify quick fixes. For example, he feels citizens calling for yard waste is more efficient than scheduling a day to drive throughout the city searching for yard waste that needs to be picked up. George Holt agreed with this recommendation.

Avis Williams expressed appreciation for the work done previously and would like to see movement on the recommendations from that group so that their effort is not wasted, and the new group does not have to start all over. Mayor Eady stated that he has spoken with Laura McCanless, and she is willing to serve on it.

Mayor Eady pointed out that some of the recommendations have already been implemented such as the ban on inorganic pesticides, the meadow rights-of-way, and the changes at City Hall which the staff have been very supportive of. These changes have laid the foundation for the new group moving forward. He will form the committee and asks anyone who has recommendations for membership to let him know.

10. Placement of the Little Library

The Councilmembers received an email with pictures of the Little Library that the Coles built. The Council approved placement of the Little Library within the city. The exact placement now needs to be decided.

Matt Pepper provided a recommendation from the Trees, Parks and Recreation Board to place it just off the concrete on the East side of the pavilion so that it is covered from the weather. Another option is to place it on one of the islands near the parking lot, but it would be more exposed to the weather there. Barbara Cole has advised that if it is not closed properly, rain can get inside it and damage the books.

Avis Williams asked who would be responsible for ensuring the compartment is closed properly. Jeff Wearing and James Windham both suggested adding a spring to the door. Mr. Wearing also would like to have another one installed close to Oxford College. Barbara Cole stated that when this project was approved, the plan was to have two placed in Oxford, one in Asbury Street Park and one near Oxford College. She also stated that the door may be too heavy for a spring, but it has a magnet and a latch. Her daughter's school has two on site, and they have not had problems. Mayor Eady and the Council thanked the Coles for completing the library. They made theirs extra-wide so that children's books and adult books could both be placed in it, and they have books to put in it when it is installed.

Mr. Windham suggested the door could face to the East to minimize exposure to weather. He also suggested placing covers over some of the benches and recommended having more than two Little Libraries. The bench areas would be good places for them.

All Councilmembers present were in favor of moving forward with the Little Library. Mayor Eady stated that the city does not have money in the budget for covers for the benches right now. His suggestion is to take the Trees, Parks and Recreation Board's recommendation of placing the first one on the East side of the pavilion. If this does not work well, it can always be moved later, and perhaps more can be installed at a later time. If all Councilmembers are amenable to this suggestion staff can proceed with getting the first one from the Coles and placing it at the park.

11. George Street Park Fence (Attachment C)

The Trees, Parks and Recreation Board recommends that the Council approve a contract with Bentley Cannon for \$3,600 to replace the existing split-rail fence at George Street Park. The Council previously approved a lower bid for this work, however, the bidder refused to sign the contract. The bid being presented for consideration was the other bid when the Council previously approved the work. Staff recommends that the Council award the contract to Bentley Cannon.

All Councilmembers approved moving forward with this contract.

12. Voting Delegates for the Municipal Electric Authority of Georgia (MEAG) (Attachment D)

A voting delegate and alternate are appointed by the city to serve as the city's representatives for MEAG. Neither of the designated officials are still on the City Council so new delegates must be appointed. A resolution should be signed stating that the City Council appoints Mayor Eady as the voting delegate. Mayor Eady recommended that James Windham serve as the alternate.

All Councilmembers were in agreement with the recommendations.

Mayor Eady adjourned the meeting at 8:09 p.m.

13. Executive Session

The City Council convened Executive Session at 8:15 p.m. to discuss real estate matters.

Respectfully Submitted,

Marcia Brooks
City Clerk/Treasurer

Trees, Parks and Recreation Board (TPR) – City of Oxford, GA

Minutes of Meeting **February 11, 2020**

Community Room, Oxford City Hall

At 5:03 PM, Chairman Ready called the meeting to order.

Attendance

Present – Members: Cheryl Ready, Mike McQuaide, Michael Rogers, Theresa Eady, Nakeisha Cummings, Anderson Wright, and Linda Allen.

Laura Gafnea, Director of Community Relations, Oxford College

Beryl Budd, City Arborist, GUFC

Laura McCanless, City Councilmember

Jody Reid, City Superintendent

Matthew Pepper, City Manager

Absent – Members: Robert Bayliss

Agenda for meeting: Upon motion of Mr. Wright, seconded by Ms. Eady, the agenda for the February 11, 2020 meeting was adopted. The vote was 7-0.

Minutes of meeting December 10, 2019: Upon motion of Ms. Eady, seconded by Ms. Allen, the minutes for the meeting held on December 10, 2019 were adopted. The vote was 7-0.

Reports and Updates:

1. Mitchell Street Park – The Board discussed the installation of a bench in Mitchell Street Park. Mr. Reid will help Mr. Wright install the bench in a suitable location.
2. George Street Park (Split Rail Fencing) – The Board reviewed the two bids received from The Fence Man for \$2,675 and Bentley Cannon for \$3,600 to replace the existing split-rail fence at George Street Park.

Upon motion of Mr. Rogers, seconded by Mr. McQuaide, the Trees, Parks and Recreation Board awarded the contract to The Fence Man for \$2,675, conditional upon approval by the Mayor and City Council, to replace the existing fence located at George Street Park. The vote was 7-0.

3. Emory Street Survivors – The Board did not discuss any items related to the existing trees on Emory Street from the city's water main upgrade project in 2014.
4. Asbury Street Park (Signage) –Mr. Pepper reported to the Board that the city has installed the updated rules signage at Asbury Street Park.
5. Soule Street Tree Decisions – Mr. Budd reported that he will order the black gum tupelo trees. Mr. Reid suggested that the trees be planted along the bank near the trail. He commented that

they may have a better chance of survival if planted along the bank. In addition, Mr. Reid agreed to help remove the invasive species in the area.

6. 6153 Emory Street – Mr. Pepper reported that the city is currently taking bids from contractors on the welcome sign. The bids are due by Friday, February 28th. Mr. Pepper will continue to provide updates to the Board on the project’s progression. Ms. Ready reported on the clearing work completed by volunteers on Martin Luther King, Jr. Day. The Board also reviewed the tree inventory for the property prepared by Mr. Budd. When the property is sufficiently dry, the city’s Public Works Department will begin removing the invasive species from the property. The Board agreed that the two Paper Mulberry trees could be removed.

Pruning Issues: Mr. Budd presented the bids for the city’s tree pruning for FY2020. The city received four bids from the following contractors: Arbor Guard (\$14,451); Downey Trees, Inc. (\$6,740); Premier Tree and Shrub, Inc. (\$5,000); and Arbor Equity (\$3,950). He recommended to the Board that they award the contract to Arbor Equity for \$3,950. The Board also discussed the possibility of completing some structural pruning work on some of the city’s existing trees. Mr. Budd estimated that the city has approximately 75 to 100 trees that could benefit from some structural pruning.

Upon motion of Mr. Wright, seconded by Mr. McQuaide, the Trees, Parks and Recreation Board awarded the contract to Arbor Equity for \$3,950 to complete the crown pruning work as specified in the Request for Proposals issued by the city. The vote was 7-0.

Moore Street Sidewalk Project: Mr. Pepper reported to the Board that the contractor had poured approximately 1500’ of the sidewalk. In addition, the contractor has completed some minor landscape work including laying some seed and straw in areas where the sidewalk is already installed.

Budget/Inventory: The Board reviewed their expenses in this year’s budget. In addition, the Board discussed how they plan to allocate their funds for the FY2021 budget.

Tree City/Growth Award Report: Ms. Ready shared with the Board the criteria to earn the Tree City USA Growth Award presented by the Arbor Day Foundation. She asked the Board to consider items that she could include in the application for next year’s award.

Arbor Day 2020: Regarding this year’s Arbor Day event, the Board discussed the following items:

- **Publicity:** Mr. Pepper will ask both the Covington News and the Rockdale-Newton Citizen to list the event on their calendar.
- **Awards:** The Board discussed the annual “Friends of Trees” awards presented to a member of the community at the Arbor Day event.

Upon motion of Mr. Wright, seconded by Ms. Allen, the Trees, Parks and Recreation Board approved Lauran Willis as the recipient of the “Friends of Trees” award for 2020. The vote was 7-0.

After further discussion, the Board decided to add Charlotte Johnson as a co-recipient of the “Friends of Trees” award to recognize her support for the city’s Arbor Day. Ms. Ready will take the plaque to be engraved.

- **Food:** Ms. Gafnea reported that Oxford College will provide the food and audio equipment for the event.

Concerns and Announcements: The Board did not discuss any items related to the

Adjournment: Upon motion of Mr. Rogers, seconded by Ms. Eady, the Board voted to adjourn the meeting at 6:33 PM. The vote was approved 7-0.

Next meeting will be April 14, 2020.

OXFORD PLANNING COMMISSION

Minutes – April 14, 2020

MEMBERS: Jonathan Eady, Chair; Zach May, Vice Chair; Juanita Carson, Secretary; Mike McQuaide, and Mike Ready. Kibbie Hatfield was absent.

STAFF: Matthew Pepper, city manager and zoning administrator.

GUESTS: Terry Clayton; Art Vinson; Adam Borsch, PE with AECOM.

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

MINUTES: Upon motion of Mr. Ready, seconded by Ms. Carson, the minutes for the meeting of March 10, 2020 were adopted. The vote was 5-0.

ART AND LAURIE VINSON DEVELOPMENT PERMIT APPLICATION (903 Asbury Street): The Commission reviewed the development permit application to make the following improvements to the accessory structure: repair the siding along the bottom of the building, add new steps leading to the front door, replace the windows and door. During the review, the Commission determined that the scope of work detailed in the development permit application is within the limits provided by the city's code for a non-conforming use.

Regarding the Commission's previous discussion about the accessory structure, Mr. Vinson reported that a property near his home is in the process of being sold. Once the sale is complete, he will talk with the new owner about an endorsement for the location of the accessory structure. He will then return to the Commission with a petition for a variance on the setbacks.

Upon motion of Mr. Ready, seconded by Ms. Carson, the Planning Commission approved the development permit application to make the improvements described in the scope of work to the accessory building located at 903 Asbury Street. The vote was 5-0.

TERRY CLAYTON DEVELOPMENT PERMIT APPLICATION (1207 Asbury Street) The Commission reviewed the development permit application to demolish the existing home and build a new home on the lot located at 1207 Asbury Street. The Commission confirmed that the new home would be built within the setbacks and meets the minimum square footage required for a home located within the R-30 zoning designation. Mr. Clayton shared that the new home would be wood framed with Hardiplank siding mixed with some stone and a roof similar to cedar shake. Although the plans submitted reference a basement, the Commission confirmed with Mr. Clayton that the new home will be built with a slab on grade without the basement. The Commission further stated that the building permits issued by the city's building inspector must reflect the actual plans. Mr. Clayton expects to start the work as soon as the building permits are issued.

Upon motion of Mr. May, seconded by Mr. McQuaide, the Planning Commission approved the development permit application to demolish the existing home and build a new home (excluding the plan's reference to the basement) on the lot located at 1207 Asbury Street. The vote was 5-0.

UNITED STATES POSTAL SERVICE DEVELOPMENT PERMIT APPLICATION (907 Emory Street): The Commission reviewed the development permit application to install a concrete parking lot and driveway behind the post office and make improvements to the existing parking lots. The Commission confirmed that the proposed concrete work will be completed within the property leased by the United States Postal Service. The Commission also discussed the materials that will be used for the repaving work completed on the existing sections of the parking lot. In addition, the Commission sought confirmation

from Mr. Borsch that the owner of the property approved the paving work. Mr. Borsch will provide the confirmation to Mr. Pepper. In addition, Mr. Pepper will add the zoning data on the application.

Upon motion of Ms. Carson, seconded by Mr. Ready, the Planning Commission approved the development permit application to install a concrete parking lot and driveway behind the post office and make improvements to the existing parking lots conditional upon confirmation of the property owner. The vote was 5-0.

OTHER BUSINESS: The Commission did not discuss any items related other business.

ADJOURNMENT: Mr. Eady adjourned the meeting at 7:33 PM.

Submitted by:

Juanita Carson, Secretary

**STATE OF GEORGIA
COUNTY OF NEWTON**

**TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the “Agreement”) is made this _____ day of _____, 2020__ by and between Newton County, Georgia (hereinafter the “County”), a political subdivision of the State of Georgia, and the City of Covington, Georgia, a municipal corporation, the City of Mansfield, Georgia, a municipal corporation, the Town of Newborn, Georgia, a municipal corporation, the City of Oxford, Georgia, a municipal corporation, the City of Porterdale, Georgia, a municipal corporation, and the City of Social Circle, Georgia, a municipal corporation (hereinafter the “Municipalities” or “Cities”), acting pursuant to validly adopted resolutions by their respective governing bodies. The County and the Municipalities do hereby agree as follows:

W I T N E S S E T H:

WHEREAS, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the “Act”), authorizes the imposition of a Single County Transportation Special Purpose Local Options Sales and Use Tax (the “TSPLOST”) to fund authorized transportation purposes for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, in accordance with Section 48-8-262(a)(1) of the Act, the parties have determined that the majority of counties in the region served by the Northeast Georgia Regional Commission have not proposed a referendum on a regional transportation special purposes sales and use tax; and

WHEREAS, the governing authorities County and the Municipalities met together on _____, 2020 to discuss possible projects and purposes for inclusion in the TSPLOST referendum in substantial conformity with the requirements of Section 48-8-262(a)(2) of the Act; and

WHEREAS, the County and the Municipalities desire to execute an intergovernmental agreement memorializing their agreement on the levy of the TSPLOST and the rate of such tax; and

WHEREAS, the County proposes to issue general obligation debt in the amount of \$ _____ to fund some of the Projects defined herein;

NOW THEREFORE, in consideration of the premises and undertakings hereinafter set forth, it is agreed by and between the County and the Municipalities as follows:

Section 1. Representation of the Parties. Each party hereto makes the following representations and warranties which are specifically relied upon by all other parties as a basis for entering this Agreement:

(a) The County agrees that it will take all actions necessary to call an election, to be held in all the voting precincts in the County on November 3, 2020, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a TSPLOST of one percent shall be imposed on all sales and uses subject to the sales and use tax in the special district of Newton County, as authorized by the Act for up to 20 calendar quarters (five years) commencing on April 1, 2021 for the purpose of funding specified Projects (hereinafter more fully referred to and defined), and whether or not the County shall be authorized to issue general obligation debt in the principal amount of \$_____ to finance certain of the Projects. The amount of money to be raised by the TSPLOST is estimated to be \$_____.

(b) The Municipalities are legally chartered municipal corporations as defined by law and judicial interpretation and are each a “qualifying municipality” as such term is defined in the Act. During a public meeting of its governing board, each conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., each of the Municipalities validly approved the execution of this Agreement.

(c) The County is a political subdivision of the State of Georgia created and existing under the Constitution and laws of the State. During a public meeting conducted in compliance with the Open Meetings Act, O.C.G.A. § 50-14-1, et seq., the County approved the execution of this Agreement.

(d) It is the intention of the County and the Municipalities to comply in all respects with O.C.G.A. § 48-8-260 et seq., and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-260, et seq.

Section 2. Conditions Precedent. The obligations of all parties under this Agreement are conditioned upon the following prior events:

(a) The adoption of a resolution by the Board of Commissioners of Newton County authorizing the imposition of the TSPLOST and calling the necessary election in accordance with the provisions of Section 48-8-262(d) of the Act.

(b) The approval of the TSPLOST by a majority of the voters in the County voting in the election (for those purposes) to be held in accordance with the provisions of Section 48-8-263 of the Act.

(c) This Agreement is further conditioned upon the collection of TSPLOST revenues

by the State of Georgia Department of Revenue and its transfer of the same to the County.

Section 3. Rate of Tax; Estimated Amount; Effective Date and Term of the Tax. The TSPLOST, subject to approval in an election to be held on November 3, 2020, shall be imposed at the rate of **one percent (1%)**. The total estimated dollar amount is \$_____ (after deduction of collection fees by the State of Georgia Department of Revenue), which shall be the maximum amount to be raised by the TSPLOST. The maximum period of time for which the tax may be imposed is five years, beginning on April 1, 2021.

Section 4. Effective Date and Term of This Agreement. This Agreement shall commence upon the date of its execution and shall terminate upon the latter of:

- (a) The official declaration by the Board of Elections and Registration of Newton County of the failure of the election described in this Agreement; or
- (b) The expenditure by the County and the Municipalities of the last dollar of money collected from the TSPLOST even if such expenditure is made after the expiration of the TSPLOST collection period.

Section 5. Purposes and Projects, Priority and Order of Funding.

(a) In recognition of the need for transportation improvements across the County and the City, the parties agree that the total net proceeds shall be utilized for the following transportation purposes (the "Purposes"): **roads, bridges, public transit, and all accompanying infrastructure and services necessary to provide access to these transportation facilities.**

(b) The transportation projects to be funded in whole or in part from TSPLOST proceeds (the "Projects"), are listed in Exhibit A which is attached hereto and made part of this Agreement. The parties acknowledge and agree that at least 30% of the estimated revenues are being expended on Projects that are consistent with the Statewide Strategic Transportation Plan as defined in O.C.G.A. § 32-2-22(a)(6).

(c) All Projects and Purposes described herein shall be funded from proceeds from the TSPLOST as provided in this Agreement, provided, however, that in the event that the actual proceeds are insufficient to fully fund the actual cost of all Projects and Purposes, then the Projects and Purposes shall be funded in the order of priority specified in Exhibit A, and no party shall be obligated to fund any Project or Purpose from revenues other than TSPLOST collections. Subject to the funding priority stated above, each party shall have the sole discretion to reduce the scope of a Project in the event of a funding shortfall.

Section 6. TSPLOST Funds; Separate Accounts; No Commingling.

(a) A special fund or account shall be created by the County and designated as the 2020 Newton County Transportation Special Purpose Local Option Sales Tax Fund ("County TSPLOST Fund"). The County shall select a local bank which shall act as a depository

and custodian of the County TSPLOST Fund upon such terms and conditions as may be acceptable to the County.

(b) Each Municipality shall create a special fund to be designated as the 2020 [*Municipality name*] Transportation Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act as a depository and custodian of the TSPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.

(c) All TSPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 7, TSPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than TSPLOST proceeds shall be placed in such accounts.

Section 7. Procedure for Disbursement of TSPLOST Proceeds.

(a) Upon receipt by the County of TSPLOST proceeds collected by the Georgia Department of Revenue, the County shall promptly deposit said proceeds in the County TSPLOST Fund. The monies in the County TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Transportation Projects for the County listed in Exhibit A or, where applicable, disbursed to the Municipalities as provided in subsections (b) and (c).

(b) All funds received by the County from the Georgia Department of Revenue from the imposition of the TSPLOST shall be apportioned by the County according to the figures provided herein. The figures set forth herein are binding and not subject to change or modification except upon written agreement by all parties. The County, following the deposit of the TSPLOST proceeds in the County TSPLOST Fund, shall, within 10 business days, disburse the TSPLOST proceeds due to each Municipality according to subsection (c) [; provided that, to the extent there is any outstanding City Finance Obligation (as defined in Section 11), the County shall first apply the TSPLOST proceeds of the applicable Municipality toward any debt service payments attributable to the City Finance Obligation.] The proceeds shall be promptly deposited in the separate funds established by each Municipality in accordance with Section 6 of this Agreement. The monies in each Municipality's TSPLOST Fund shall be held and applied to the cost of acquiring, constructing, and installing the Municipal Transportation Projects listed for that Municipality in Exhibit A.

(c) The parties will divide the monthly actual proceeds as follows: (Based on 2017 SPLOST)

1. Newton County: 74.999963 %
2. City of Covington: 18.47 %
3. City of Oxford: 3.02 %
4. City of Porterdale: 2.05 %
5. Town of Newborn: .83 %

6. City of Mansfield: _____.63_%

7. City of Social Circle: .000037____%

Section 8. Project Monitoring, Record-Keeping and Reporting, Audits.

(a) All parties to this Agreement shall promptly move forward with the acquisition, construction, equipage and installation of the Projects in an efficient and economical manner and at a reasonable cost in conformity with all applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Projects.

(b) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.5(a)(2), which requires that certain information be included in the annual audit of the County or each of the Municipalities. During the term of this Agreement, the distribution and use of all TSPLOST proceeds deposited in the TSPLOST Fund and each Municipal TSPLOST Fund shall be audited annually by an independent certified public accounting firm. The County and Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information. Each Municipality shall provide the County a copy of their annual audit.

(c) The governing authority of the County and the governing authority of each of the Municipalities shall comply with the requirements of O.C.G.A. § 48-8-269.6, which requires the publication of annual reports concerning expenditures for the Projects.

(d) The County and Municipalities agree to maintain thorough and accurate records concerning receipt of TSPLOST proceeds and expenditures for each Project undertaken by the County or respective Municipality as required to fulfill the terms of this Agreement

Section 9. Completion of Projects.

(a) The County and the Municipalities acknowledge that the costs shown for each Project described in Exhibit A are estimated amounts.

(b) If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the County may apply the remaining unexpended funds to any other County Project in Exhibit A.

(c) If a Municipal Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project in Exhibit A, the Municipality may apply the remaining unexpended funds to any other Project included for that Municipality in Exhibit A.

(d) The County and the Municipalities agree that each approved TSPLOST Project associated with this Agreement shall be completed or substantially completed within five years after the termination of the TSPLOST collection period. Any TSPLOST proceeds held by a County or Municipality at the end of the five-year period shall, for the purposes

of this Agreement, be deemed excess funds and disposed of according to O.C.G.A. § 48-8-269.5(f)(2).

Section 10. Certificate of Completion and Termination. Within thirty (30) days after the acquisition, construction or installation of a Municipal Project listed on Exhibit A is completed, the Municipality owning the Project shall file with the County a certificate of completion signed by the mayor or other chief elected official of the respective Municipality, setting forth the date on which the Project was completed and the final cost of the Project.

Section 11. The County Debt.

(a) The TSPLOST election ballot shall contain language required by the Act for the authorization of general obligation County debt in the principal amount of \$_____.

[Option 1] [The County may use the proceeds of its debt for the purpose of funding County Projects, paying capitalized interest (if any), and paying the cost of issuing its debt. The County acknowledges that it is solely responsible for the payment of its debt, including any and all costs, interest, and fees associated therewith.]

[Option 2] [The County shall use the proceeds of its debt to first pay the cost of issuing the debt. Then it shall disburse \$_____ of the proceeds of the debt issuance to the City of _____ and retain the remainder. The amount disbursed to the City of _____ and all interest and fees associated therewith, plus the City's pro-rata share of the cost of issuing the debt, shall be the "City Finance Obligation." The City of _____ will be responsible for providing the County with funds sufficient to satisfy the City Finance Obligation. The amount disbursed to the County and all interest and fees associated therewith, plus the County's pro-rata share of the cost of issuing the debt, shall be the "County Finance Obligation". The County will be solely responsible for the County Finance Obligation.]

(b)
[Option 1] The County's debt shall be paid first from the proceeds of its portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt from its portion of the proceeds, the County shall pay any shortfall attributable to the debt from its general fund (the "Debt Service Payments"). The County covenants that, in order to make the Debt Service Payments when due from its general funds to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder and it will make available and use for such payments all taxes levied and collected for that purpose together with funds from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the

County to make any payments that may be required to be made from its general funds shall constitute a general obligation of the County and a pledge of full faith and credit of the County to provide the funds required to timely fulfill any such obligation.

[Option 2] The City Finance Obligation shall be paid first from the proceeds of the City of _____'s portion of the TSPLOST, and the County Finance Obligation shall be paid first from the proceeds of the County's portion of the TSPLOST. In the event that there are insufficient TSPLOST collections to pay the debt service on the City Finance Obligation or County Finance Obligation, the City of _____ or County (as applicable) shall pay any shortfall from its general fund ("Debt Service Payments"). The City of _____ and the County each separately covenant that, in order to make Debt Service Payments when due from its general funds to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder and it will make available and use for such payments all taxes levied and collected for that purpose together with funds from any other source. The City of _____ and the County each further covenant and agree that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from the general funds, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City of _____ or the County (as applicable) to make any payments that may be required to be made from its general funds shall constitute a general obligation of that entity and a pledge of that entity's full faith and credit to provide the funds required to timely fulfill any such obligation.

(c) In the event for any reason such provision or appropriation is not made as provided in the preceding paragraphs, then the fiscal officer of the County or City (as applicable) is hereby authorized and directed to set up as an appropriation on its accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general funds. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County (or City) had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal office of the County (or City) shall immediately make such Debt Service Payments to the paying agent for the debt if for any reason the payment of such obligations shall not otherwise have been timely made.

(e) The obligations of the County and City of _____ to make Debt Service Payments and to perform and observe the other agreements on its part contained in this Section 11 shall be absolute and unconditional. Until such time as the principal of and interest on the debt shall have been paid in full or provision for the payment thereof shall have been made, the County and City of _____ (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any

Project, or any failure of any other party to this Agreement to observe, whether express or implied, any duty, liability or obligation arising out of or connected with this Agreement.

(f) The County will be responsible for all facets of the debt issuance and repayment process. The County will select the underwriter, bond counsel, local counsel, etc. The County will endeavor in good faith to be fiscally responsible in minimizing to the extent possible the costs and fees with the debt issuance process. **The Municipalities are not issuing any bonds or other indebtedness associated with this Agreement.**

Section 12. Expenses. The County shall administer the County TSPLOST Fund to effectuate the terms of this Agreement. Furthermore, the County and the Municipalities shall be jointly responsible on a pro rata basis for the cost of holding the TSPLOST election. The County shall be reimbursed for the Municipalities' share of such costs.

Section 13. Default. The failure of any party to perform its obligations under this Agreement shall constitute an event of default.

Section 14. Liability for Noncompliance. The County and the Municipalities shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations. In the event that any Municipality fails to comply with the requirements of the Act (O.C.G.A. § 48-8-260 et seq.), the County shall not be held liable for such noncompliance. No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to, or waiver of, any future breach of the same.

Section 15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 16. Governing Law. This Agreement and all transactions contemplated hereby shall be governed by, and construed and enforced in accordance with the laws of the State of Georgia.

Section 17. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 18. Entire Agreement. This Agreement embodies and sets forth all the provisions and understandings between the parties relative to the Projects. There are no provisions, agreements, understandings, representations, or inducements, either oral or written, between the parties other than those hereinabove set forth. Any and all prior provisions, agreements, contracts or understandings, either oral or written, between the parties relative to the Projects are hereby rescinded and superseded by this Agreement.

Section 19. Amendments. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 20. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) Newton County Board of Commissioners
1124 Clark Street
Covington, GA 30014
Attention: County Manager
- (b) City of Covington
P. O. Box 1527
Covington, GA 30015
Attention: City Manager
- (c) City of Mansfield
P. O. Box 35
3146 S. Highway 11
Mansfield, GA 30055
Attention: City Mayor
- (d) Town of Newborn
P. O. Box 247
Newborn, GA 30056
Attention: Town Clerk
- (e) City of Oxford
110 West Clark Street
Oxford, GA 30054
Attention: Mayor
- (f) City of Porterdale
P. O. Box 667
Porterdale, GA 30070
Attention: City Manager
- (f) City of Social Circle
166 N. Cherokee Rd.
P. O. Box 310 Social Circle, GA 30025
Attention: City Manager

IN WITNESS WHEREOF, all parties hereto agree.

NEWTON COUNTY, GEORGIA

(COUNTY SEAL)

By: _____
Marcello Banes, Chairman

Attest:

Jackie Smith, Clerk Date

CITY OF COVINGTON

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

CITY OF MANSFIELD

(CITY SEAL)

By:_____

Mayor

Attest:

City Clerk

Date

TOWN OF NEWBORN

(TOWN SEAL)

By:_____

Mayor

Attest:

City Clerk

Date

CITY OF OXFORD

(CITY SEAL)

By:_____

Mayor

Attest:

City Clerk

Date

CITY OF PORTERDALE

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

CITY OF SOCIAL CIRCLE

(CITY SEAL)

By: _____
Mayor

Attest:

City Clerk Date

EXHIBIT A

TSPLOST proceeds, to the extent available, shall be allocated to the Purposes and Projects shown in the table below. The projects are all of equal priority and may be funded in any order, in the discretion of the responsible party. For joint City-County projects (identified below), the parties shall cooperate in good faith to decide on funding and construction priority. After all Projects are fully funded, any excess TSPLOST proceeds shall be allocated as provided by O.C.G.A. § 48-8-269.5.

	Project	Purpose	Estimated Cost
Newton County	Safety Improvements	Safety/pedestrian	\$1.9m
	Bridge replacement/repair	safety	\$6.9m
	Facility expansion	Relieve congestion	\$17m
	Intersection Improvements	Safety, improve traffic flow	\$7.9m
	Paving/resurfacing	Maintainance and safety	\$6m
	Transit	Mobility	\$2m
City of Covington			
City of Mansfield			
Town of Newborn			
City of Oxford			
City of Porterdale			
City of Social Circle			
			Total: \$

**CONSECUTIVE WATER SYSTEM
INTERGOVERNMENTAL AGREEMENT**

THIS CONSECUTIVE WATER SYSTEM INTERGOVERNMENTAL AGREEMENT ("Agreement") 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, and certain in-County customers including the Newton County Water and Sewerage Authority ("NCWSA") 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 with all of the County's facilities related to raw water collection, withdrawal, transmission, and finished water treatment, storage, and transmission, the "Treatment Facilities") (Parent System ID#2170097 Lab J029);

WHEREAS, the NCWSA 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: NCWSA 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 Water System Agreement;

WHEREAS, on June 27, 2019, the parties entered into a 1-year Consecutive Water System Agreement with an effective date of August 1, 2019, and the parties desire to renew the essential terms of that agreement with certain additions, modifications and clarifications as provided below;

NOW THEREFORE, in consideration of the mutual benefits to the parties and all of the citizens and customers 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 Agreement by this reference.
2. Term and Termination. This Agreement shall come into effect on August 1, 2020 (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 IGA as to the remaining parties.
3. Previous Agreements Superseded. Upon the Effective Date, the parties' previous Consecutive System Agreements signed in 1994 and 2019 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 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. The County maintains a separate detailed map of all testing locations, which is subject to regular change; the County shall make copies of this map available to the other parties promptly upon request. No modification to the actual infrastructure or points of interconnection in the field will terminate this Agreement or render this Agreement invalid.
5. Metering Equipment and Pressure. At each point of interconnection within the Consecutive System, the County shall install, maintain, and calibrate a flow meter. The County will make a reasonable effort to maintain at least the minimum pressure required by state and/or federal regulations at the point(s) of connection to the consecutive water system.
6. Water Treatment and Quality.
 - 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 NCWSA retain the responsibility for the quality of water received by their respective customers, and the City and NCWSA 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. NCWSA's Operating Permit (ID#2170004) allows blending of drinking water with Rockdale County (through its entity Rockdale Water Resources) for up to four (4) million gallons per day (MGD) of drinking water for emergency purposes only. NCWSA will notify Newton County and the Cities when said source is utilized. 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 or expand Treatment Facilities as reasonably appropriate to efficiently and economically supply water to the parties. Any decision to decommission a Treatment Facility shall require the agreement of the County, the NCWSA and the Cities. Nothing in this Agreement will supersede any rights of Covington or the County, established in separate contracts between the County and Covington, pertaining to the Williams Street Water Treatment Facility, and Covington and the County anticipate that they will extend the lease term for that facility through a separate agreement to be signed concurrently with this Agreement. The parties acknowledge that continuation of the Williams Street Water Treatment Facility (in lieu of decommissioning) is anticipated to require prompt and substantial capital improvements that are not contemplated by the current Newton County Water System Strategic Plan and they consent to such reasonable capital improvements (along with rate increases necessary to finance such capital improvements).

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 its testing such locations at any time with no advance notice, and by this Agreement the Cities and the NCWSA parties hereby grant the County a right of access with vehicles and equipment for such purpose.
- 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 (hereinafter the "Initial Notice") 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"). The Initial Notice shall be by the method most reasonable and expedient under the circumstances of the Water Quality Problem. Within forty-eight (48) hours of the Initial Notice of a Water Quality Problem the impacted members of the Consecutive System shall convene a meeting (whether in person or via telephone conference). The purpose of the meeting shall be to discuss the Water Quality Problem, including cause(s), response, duration, solutions, repairs, maintenance, public notice, and all other necessary matters to address the severity and extent of the Water Quality Problem. Following resolution of the Water Quality Problem, the party sending the Initial Notice shall notify each party that the problem has been resolved.
- 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.
- e. The County will not supply water from a Treatment Facility during any period when the quality of water produced at that Treatment Facility does not meet state and federal standards for human consumption (i.e. a "primary" water quality violation). The County will notify the affected parties but will continue to supply water during any period when water produced by a Treatment Facility is safe for human

consumption but fails a standard of aesthetic quality (i.e. a "secondary" water quality violation).

9. Communication with 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 for Water Quality Problems caused by the Treatment Facility. In this capacity, the County will be responsible for providing to EPD/EPA proof of public notification in response to any Water Quality Problem arising from its treatment of water (if required by law), communications regarding sampling and testing results, and collection and submittal to the EPD and EPA of penalties and fines. In the event of a Water Quality Problem caused by the Treatment Facility, the County will issue public announcements and notify each City/NCWSA, which will be responsible for communicating directly with its customers regarding the issue. In addition, the County will perform routine monitoring of water quality throughout the Consecutive System, and in the event of a Water Quality Problem will notify the EPD (or EPA as necessary), along with the affected City and/or NCWSA. If the Water Quality Problem arises from a portion of the Distribution System, the responsible City and/or NCWSA will be responsible for paying all fines, issuing public notices, and must directly interact with EPD in resolving the issue.

10. Payment for Water Supplied.

- a. The NCWSA 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. In the event the NCWSA 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.
- b. Until updated with a rate modification, the NCWSA and each City shall pay the current uniform in-county rate of \$2.24/thousand gallons.
- c. Subject to the limitations below, the County shall have discretion of when to set and adjust the uniform in-county rate, provided that the following conditions are met:
 - The uniform in-county rate shall be based on a wholesale rate study / model, to be prepared and updated at least once every three years by an independent, qualified, outside rate consultant (or equivalent outside expert), which incorporates the

audited operational, maintenance, capital costs, existing debt service obligations of the water enterprise fund as of the date of approval of this Agreement (including all debt related to the formerly-proposed Bear Creek reservoir), future-incurred debt service, and replacement costs attributed to the Treatment Facilities, and that will sustain the County's long term operation and replacement of its facilities. The rate study will be consistent with the most recent Newton County Water System Strategic Plan (as further defined below), provided that (subject to the requirements of Section 12(d)), the County may decide to construct certain capital improvements and instruct the rate study to include a rate to pay for the cost of such improvements, even if the improvements are not contemplated in the most recent Newton County Water System Strategic Plan.

- The County shall provide a detailed explanation of each item used in computing the rate, including identification of each debt service item in enough detail to enable verification. Data used to calculate revenues shall be provided when rate structure changes are proposed. This data shall include debt service amortization schedules, bond covenant requirements, operating expenses in the form of financial statements for proposed capital projects, anticipated out-of-County water sales amounts, and such other data as is reasonably available to evidence that qualifying anticipated expenses form the basis of the proposed rate structure.
 - The County shall formally adopt or adjust its rate at least once every five years.
 - The NCWSA and each City shall receive at least thirty (30) days prior written notice of any meeting called by the County for the purpose of setting a rate together with a written itemization evidencing that the elements constituting the rate are limited to those elements permitted hereinafter at subsection (e).
 - The NCWSA and each City shall be entitled to send a representative to attend any such meeting and participate during the comment phase of the meeting.
- d. Any adoption to increase the uniform in-county rate shall occur by March 31st of any year and take effect on July 1st of such year.
- e. The County shall have discretion in determining the uniform in-county rate, subject to the limitations below. The County may not:
- Charge a non-uniform base rate to the NCWSA 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:

- 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, as well as the cost of updating the Newton County Water System Strategic Plan as provided for in this Agreement.
- 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 six (6) month contingency reserve.
- An appropriate adjustment for revenue to be generated by anticipated out-of-County water sales.

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. To the extent a Distribution System must be expanded to accommodate an increase in flow required by either the owner of the Distribution System or a downstream recipient, the party responsible for the increase in flow shall be responsible for the cost of constructing new or expanded water mains within the Distribution System (or if both parties are partially responsible, they shall bear the cost pro-rata). No party shall be required to reduce its own share of water received from the Treatment Facilities to accommodate an increase in flow intended for a downstream recipient. Determination of which parties are responsible for increased flow demand shall be made with reference to the Newton County Water System Strategic Plan and available water modelling data of historical usage. To the extent a Distribution System must be expanded to accommodate the County's sale of water to an out-of-County customer, the County shall be responsible for the cost of constructing new or expanded water mains within the Distribution Systems in order to accommodate the flow intended for an out-of-County customer (including wholesale customer or intergovernmental customer).

12. Communications Regarding Water Requirements, Capital Improvements, and Strategic Planning.

- a. The County desires to fully satisfy the water quantity requirements of the Cities and the NCWSA, which may include expanding the County's treatment capacity and permitting authorization as necessary to meet demand.
- b. By February 1, 2022, and February 1 of every subsequent even-numbered year during the Term of this Agreement, each of the Cities and NCWSA shall individually provide the County with a five-year and ten-year projected estimate of its water demand. The Cities and NCWSA shall also individually notify the County as soon as reasonably possible regarding anticipated major new sources of demand.

- c. Within three months following submission of the estimates referenced in Section 12(b), and at other times, if reasonably necessary based upon new information submitted, the parties shall meet to discuss the Newton County Water System Strategic Plan.
- d.
 - i. The County shall have full discretion to undertake any capital improvement that is consistent with the Newton County Water System Strategic Plan or that is reasonably expected not to increase the in-county uniform rate under Section 10.
 - ii. If the County desires a capital improvement to expand/modify a Treatment Facility where the capital improvement is reasonably expected to increase the in-county uniform rate under Section 10, and if such capital improvement is not consistent with the then-current Newton County Water System Strategic Plan, the County shall notify the Cities and NCWSA and at the request of any City or NCWSA the parties shall promptly convene a meeting to discuss the proposed improvement. The Cities and NCWSA shall be given a reasonable opportunity to present arguments against the proposed improvement and alternatives to the proposed improvement. After hearing the concerns of the Cities/NCWSA, the County shall then have discretion to proceed despite any outstanding objections of the Cities and NCWSA.
 - iii. The County may not construct any new facilities (ie. that are not reasonably characterized as expansions/modifications of existing Treatment Facilities) that are reasonably expected to increase the in-county uniform rate under Section 10, unless such facilities are consistent with the Newton County Water System Strategic Plan.
- e. Newton County Water System Strategic Plan. The Newton County Strategic Water Plan: Forecasts and Capacity Evaluations, dated May 14, 2019, attached hereto as Exhibit B, is hereby accepted by the parties and shall be the Newton County Water System Strategic Plan until further updated. Every three years during the duration of this Agreement, or more often as needed, the parties shall collaborate on the commissioning and preparation of a Water System Strategic Plan to be performed by a qualified third-party provider as selected by all parties jointly, and contractually engaged by the County. The plan shall include information to be provided by the parties as described herein as to water requirements and capital improvements. The cost of the Water System Strategic Plan updates shall be added to the County's operating costs and included in the calculation of the in-county uniform water rate. Upon completion, updates to the Newton County Water System Strategic Plan shall automatically take effect and become part of this Agreement. Updates to the Water System Strategic Plan as prepared by the selected expert consultant shall be presumed acceptable and correct. However, any party dissatisfied with an element of any

updated/revised Newton County Water System Strategic Plan may propose specific objections. If the objections are supported by the technical recommendation of a separate independent expert selected by majority vote of the parties, the expert consultant who prepared the Water System Strategic Plan update will be asked to consider revising the Plan to account for the objections. The determination of the consultant who prepared the Plan as to whether to accept or reject the objections shall be binding.

13. County as Exclusive Provider. Throughout the term of this Agreement, the County shall serve as the exclusive provider of potable water to NCWSA and the Cities. 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. If a supplied party has access to emergency water supplies of its own, that party may use such supplies in response to an EPD declaration of a "Level-2" or more severe drought for Newton County; any use of emergency supplies shall be preceded by notice to all other parties to this Agreement and shall comply with all conservation measures implemented by the State/EPD. The parties agree to cooperate in projecting a timetable of future water demands anticipated to be placed on the County water system and timely update Newton County Water System Strategic Plan, 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, NCWSA / 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 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 NCWSA/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. Sales to Out-of-County Customers. Except for existing contracts in force as of the Effective Date, 2020, the County's 2020/21 updates to its contracts with the Alcovy Shores Water & Sewer Authority and the Jasper County Water & Sewer Authority, and the County's 2020/21 update to its contracts with Walton County, the County shall not allocate water capacity to entities outside of Newton County without first presenting the proposed allocation to the other parties. All such out-of-County allocations must be consistent with any existing or

amended Newton County Water System Strategic Plan adopted by the parties or existing agreements for the out-of-County sale of water.

16. Exclusion of Non-Potable Water. Non-potable water is specifically excluded from this Agreement. If NCWSA or any City owns or develops a non-potable, wastewater reuse, or gray water system, it shall maintain such system separate from its potable water system, and avoid any cross-connection between the two.
17. Drought Management & Water Conservation. Should it become necessary for the County to restrict the use of water or employ drought management measures with NCWSA and Cities for the purpose of conserving the raw water supply in the event of a local drought period, or drought as declared by Georgia EPD, NCWSA and Cities shall enforce identical restrictions, except where special conditions require any entity to make modifications in its restrictions. All parties shall be given the reason for the modifications to the restrictions. During any period of drought or outage, the County, NCWSA, and Cities shall promptly use their best efforts to manage the drought and its restrictions. NCWSA and Cities further agree to enforce any such restrictions upon its customers through local code and law enforcement officers, as required.
18. 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 any party any water in excess of its share under such proration. The parties acknowledge that the County has entered, and may enter, water supply contracts with out-of-County customers. The County agrees that it will use its best efforts, when making contracts with out-of-County customers, to have an adequate safety factor built into the County water system to ensure no interruption of service to in-County customers.
19. 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.

20. 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.
21. 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 and the parties hereby submit to the jurisdiction and venue of such court.
22. Good Faith and Fair Dealing. The parties hereto acknowledge that they are entering into a long-term agreement with many possible difficulties that will be encountered in the future, which cannot now be foreseen or provided for adequately in this Agreement, and that this Agreement will possibly require modification or supplementation in the future as circumstances may require, which the parties may resolve between themselves by mutual agreement and document in a written amendment to this Agreement, properly approved by both parties.
23. 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.
24. Assignment. This Agreement may not be assigned by any party, unless such assignment is approved in writing by all the other parties.
25. 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.
26. 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.
27. 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.

28. 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.
29. 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.
30. Joint Meetings. The parties, through their appropriate representatives, agree to hold joint meetings in each quarter of each calendar year or as the parties mutually agree. The purpose of these joint meeting will be to discuss matters of common interest to all parties including, but not limited to, amendments or revisions to their Conservation and Drought Contingency Plan (as may be updated from time to time), amendments or revisions to the consecutive system wholesale water rates, the construction of capital improvements to serve the consecutive system, and any additional items related to water.
31. 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:

City Manager
City of Covington
P. O. Box 1527
2194 Emory Street NW
Covington, Georgia 30015-1527

To the Newton County Water & Sewerage Authority

Executive Director, NCWSA
11325 Brown Bridge Road
Covington, GA 30016

To the City of Newborn

Mayor and Town Clerk
Newborn Town Hall
4224 Highway 142
Newborn GA, 30056
cc: JR@LRALaw.com

To the City of Oxford

Mayor and City Manager
110 W. Clark Street
Oxford, GA 30054

To the City of Mansfield

To the City of Porterdale

32. 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 7 years following the termination of this Agreement.
33. 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.
34. 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 PAGES]

IN WITNESS WHEREOF, all parties hereto have agreed as of this 21st day of July 2020



NEWTON COUNTY, GEORGIA

By: Marcello Banes

Marcello Banes, Chairman

(COUNTY)

Attest:

Jackie Smith

Jackie Smith, Clerk

NEWTON COUNTY WATER & SEWERAGE AUTHORITY

By: _____

Mike Hopkins, Executive Director

Attest:

Secretary

CITY OF COVINGTON

By: _____

(SEAL)

Attest:

Clerk

[Signatures Continued on Next Page]

IN WITNESS WHEREOF, all parties hereto have agreed as of this 21 day of July 2020



NEWTON COUNTY, GEORGIA

By: Marcello Banes

Marcello Banes, Chairman

(COUNTY SEAL)

Attest:

Jackie Smith

Jackie Smith, Clerk



NEWTON COUNTY WATER & SEWERAGE AUTHORITY

By: Mike Hopkins

Mike Hopkins, Executive Director

Attest:

Emily Amiel
Secretary

CITY OF COVINGTON

By: _____

(SEAL)

Attest:

Clerk

[Signatures Continued on Next Page]

IN WITNESS WHEREOF, all parties hereto have agreed as of this 21st day of July 2020

NEWTON COUNTY, GEORGIA

By: Marcello Banes

Marcello Banes, Chairman

(COUNTY SEAL)

Attest:

Jackie Smith

Jackie Smith, Clerk



NEWTON COUNTY WATER & SEWERAGE AUTHORITY

By: _____

Mike Hopkins, Executive Director

Attest:

Secretary

CITY OF COVINGTON

By: Steve Horton

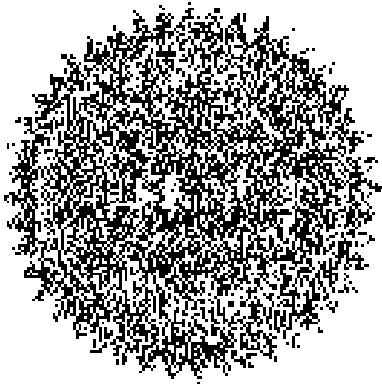
Steve Horton, Mayor



Attest:

Audra M. Gutierrez
Audra M. Gutierrez, City Clerk

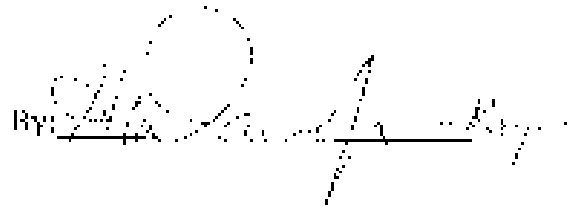
[Signatures Continued on Next Page]



Attest:


Clerk

CITY OF MANSFIELD

By 

TOWN OF NEWBORN

By _____

(SBAI)

Attest:

Clerk

[Signatures Continued on Next Page]

CITY OF MANSFIELD

By: _____

(SEAL)

Attest:

Clerk

TOWN OF NEWBORN

By:  _____



 _____

Clerk

[Signatures Continued on Next Page]



Attest:

Marcia Brooks

Marcia Brooks, City Clerk

CITY OF OXFORD

By: David S. Eady
David S. Eady, Mayor

CITY OF PORTERDALE

By: _____

(SEAL)

Attest:

Clerk

CITY OF OXFORD

By: _____

(SEAL)

Attest:

Clerk

CITY OF PORTERDALE

By: *Helene Chapman*

(SEAL)

Attest:

[Signature]

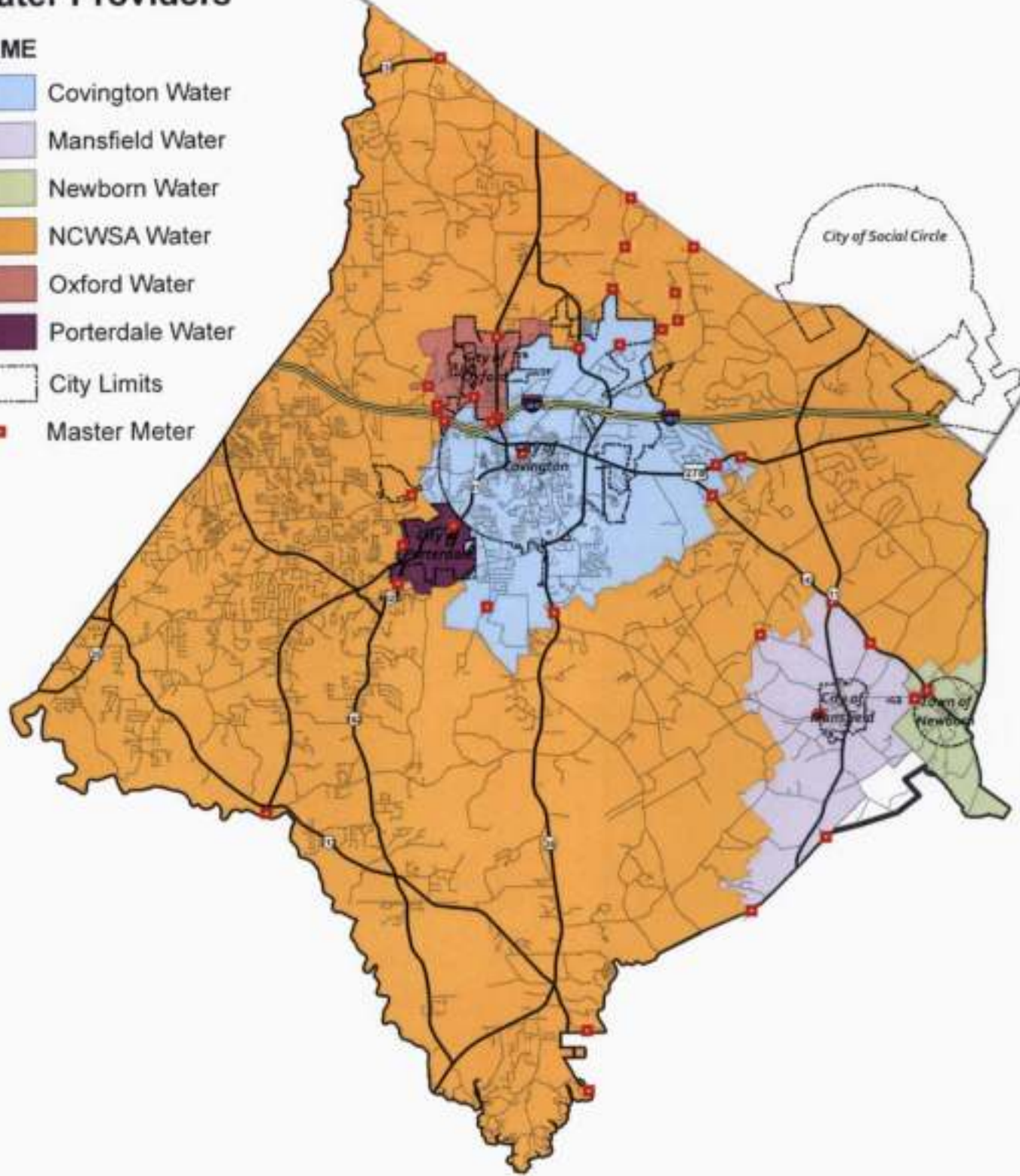
Clerk

Exhibit A

Water Providers

NAME

- Covington Water
- Mansfield Water
- Newborn Water
- NCWSA Water
- Oxford Water
- Porterdale Water
- City Limits
- Master Meter



Water Service Areas Newton County 2020

Newton County, City of Covington, and all other entities involved in the GIS mapping process hereby disclaim any warranty or any other liability for the accuracy of this data, whether in printed or digital format. All data provided by said entities is for informational/planning purposes only and may not be relied upon as evidence of the location of property lines, topographical features, landmarks, easements or for any other legal purposes. Any questions about the GIS mapping process can be answered by calling Newton County/City of Covington GIS at 678-625-1620.



Exhibit B

Newton County Strategic Water Plan

Forecasts and Capacity Evaluations



Newton County Water Resources Department
Newton County Water & Sewerage Authority

May 14, 2019



Newton County Strategic Water Plan Forecasts and Capacity Evaluations

Prepared For

Newton County Water Resources Department
Newton County Water & Sewerage Authority

May 14, 2019

Prepared by



Executive Summary

Newton County Water Resources Department and the Newton County Water & Sewerage Authority (NCWSA) have jointly undertaken this Newton County Water System Strategic Plan - a proactive and inclusive process to assess the needs of the systems that rely on the water resources and infrastructure of Newton County.

The Newton County Water Resources Department owns and operates the water supply sources and treatment facilities for the County, which includes the Cornish Creek Reservoir and Water Treatment Plant (WTP). The Water Resources Department also operates the Williams Street WTP, which is owned by the City of Covington. The NCWSA, which purchases water from Newton County, distributes this water to its customers in the unincorporated portions of Newton County and conveys water to the cities within the County as well as wholesale customers located outside the County, including the following:

- City of Covington
- City of Mansfield
- Town of Newborn
- City of Oxford
- City of Porterdale
- Wholesale customers:
 - Alcovy Shores Water & Sewerage Authority
 - Jasper County Water & Sewerage Authority
 - Walton County Water Department

In addition to drinking water, several of the cities and the NCWSA share wastewater treatment facilities. The City of Covington and NCWSA each own and operate a water reclamation facility (WRF) to which Oxford and Porterdale convey wastewater flows for treatment. The NCWSA and Covington jointly own a land application system for effluent management. NCWSA is in the process of constructing a new WRF that will discharge to the Little River, part of the Oconee River Basin, to which Mansfield also has a stream discharge from the Mansfield wastewater treatment facility.

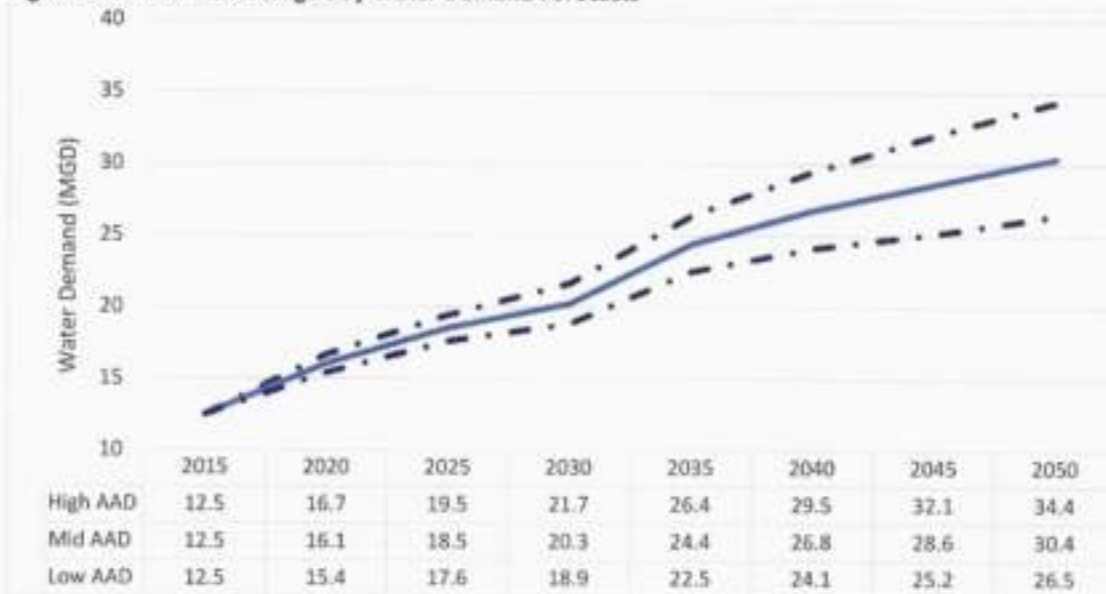
Because the Cities, County and NCWSA share water resources, it is important to work together to develop a long-term view of water supply and treatment needs as well as capacity for wastewater. This Strategic Water System Plan provides an opportunity to capture the vision for growth for service provider and develop future water demands and wastewater flows to identify capacity shortfalls and future needs to support continued economic health.

Overall, the population of Newton County is anticipated to nearly double by 2050 to 195,000 people. Businesses, schools and services will also grow over the planning period to support that population. In addition, Covington-Newton County economic development has actively sought

out new employers for the County with success, attracting large industries such as biopharmaceuticals, data centers and movie studios/production. Several large acreage tracts are identified for targeted industrial development in the eastern portion of the County. Each City and the County was asked to provide input to the planning process by sharing future land use plans and/or comprehensive plans for longer term concepts of growth and development.

Water demand forecasts were developed for each service provider based on population forecasts, planned growth and targeted developments. The water demands for the wholesale customers, Walton County, Alcovy Shores and Jasper County Water & Sewerage Authorities, were provided by representatives for each of these utilities. The water demand for Newton County and its wholesale customers is presented in Figure ES.1. As seen, the middle forecast, the most likely, is expected to increase from 12.5 million gallons per day (MGD) in 2015 to 30.4 MGD in 2050, which is more than doubling over the planning period due primarily to the anticipated industrial growth.

Figure ES.1: Annual Average Day Water Demand Forecasts



Comparing the available water supply and treatment to the forecasted water demands is known as a gap analysis. The difference in the values indicates whether additional water supply or treatment capacity is needed over the planning period.

Based on the gap analysis Based on this analysis, Newton County has adequate water supply and the ability to construct adequate water treatment capacity to 2050 and possibly beyond. Walton County has adequate water supply capacity for well beyond 2050 but needs additional water treatment capacity in the near-term. Both Newton County and Walton County have worked together to provide water to customers for many years in a mutually beneficial arrangement; continuing that cooperation and collaboration allows both utilities to have adequate water supply and treatment through the planning horizon and beyond.

Wastewater flow forecasts were also developed for the sewer service providers in the County, which includes NCWSA, Covington, Mansfield, Oxford and Porterdale. The county-wide wastewater flows are expected to increase from 4.3 MGD in 2015 to 13.6 MGD in 2050 on an annual average day basis. The flow forecasts indicate that the wastewater needs in Newton County will more than triple over the planning period, resulting from sewer extensions and industrial development. Over the planning period, expansions will be required at the Yellow River WRF, Covington WRF and the Land Application System. In addition, NCWSA is in the process of design and construction of the new Little River WRF with plans for it to be operational by 2022. The Little River WRF will support the targeted development in the eastern portion of the County.

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Section 1. Introduction

Newton County is comprised of several water and wastewater service providers who share the County's water resources. The Newton County Water Resources Department owns and operates the Cornish Creek Water Treatment Plant (WTP) and operates the Williams Street WTP, which is owned by the City of Covington.

The Newton County Water & Sewerage Authority (NCWSA), which purchases water from Newton County to distribute to its customers in the unincorporated portions of Newton County and conveys water to the cities within the County as well as wholesale customers located outside the County.

The cities of Covington, Mansfield, Newborn, Oxford, and Porterdale, located within Newton County, provide water service to customers within each City's service area. In addition, Walton County Water Department (Walton County), Jasper County Water & Sewerage Authority and Alcovy Shores Water & Sewerage Authority also purchase water from Newton County. Each of these systems have interconnected distribution systems with master meters to track the amount of water used within their service boundary.

NCWSA and the Cities of Covington, Oxford and Porterdale also have independent wastewater collection systems and shared treatment and effluent management systems. The City of Mansfield owns and operates a wastewater treatment facility that provides service to its customers.

With the sharing of water resources and infrastructure, it is important to consider the combined needs and plan for future infrastructure to meet those needs. The first step in developing the overall strategic plan is to establish the future needs based on each service providers vision for growth and expansion. The water demands and wastewater flow forecasts for each system is developed through 2050 and presented in this report.

Section 2. Population Projections

Each connected system is a wholesale customer of Newton County and obtains delivery of this water via the water distribution network operated by the NCWSA. With all the systems relying on the same water supply source and water treatment facilities, as well as discharging wastewater to a shared watershed, this strategic plan provides an ideal opportunity for the systems to discuss challenges and opportunities to meet the future needs of each represented system. To facilitate the discussions, meetings are scheduled to present results from the planning process and provide an opportunity for input and feedback.

In 1997 the Georgia State Legislature passed House Bill (HB) 489 that requires counties and cities to develop a Service Delivery Strategy (SDS) to prevent overlap and duplication of services. The cities within Newton County, as well as the County and the NCWSA established a SDS for various services, including water and sewer service. The SDS defines service area territories for each water and sewer provider within the County. The agreement can be amended and revised; Newton County and its cities have revised the SDS in 2002, 2006 and 2010. The current SDS for water and sewer service areas are shown in Figure 2.1A and 2.1B along with the city limits.

Figure 2.1A: Water Service Areas

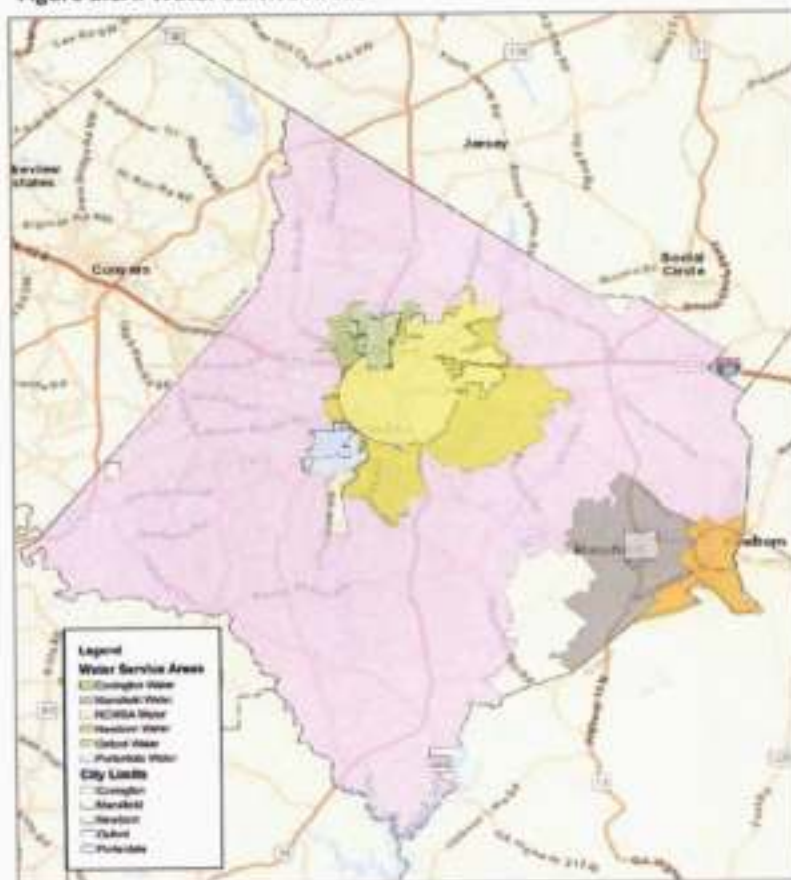


Figure 2.1B: Wastewater Service Areas



Future Growth and Development Plans

As an initial step in the planning process, meetings with each system as well as planning agencies were conducted to obtain City or system-specific insights into future growth plans and visions. The County and the Cities define this future vision in a Comprehensive Plan and Future Development Map that is updated every 10 years. To gain additional context on plans for growth for each service area, meetings were held with representatives from the following:

- Newton County Development Services
- Covington Planning and Zoning
- Newton County-Covington Economic Development
- City of Oxford
- Town of Newborn
- City of Mansfield
- City of Porterdale
- Alcovy Shores WSA
- Jasper County WSA
- Walton County

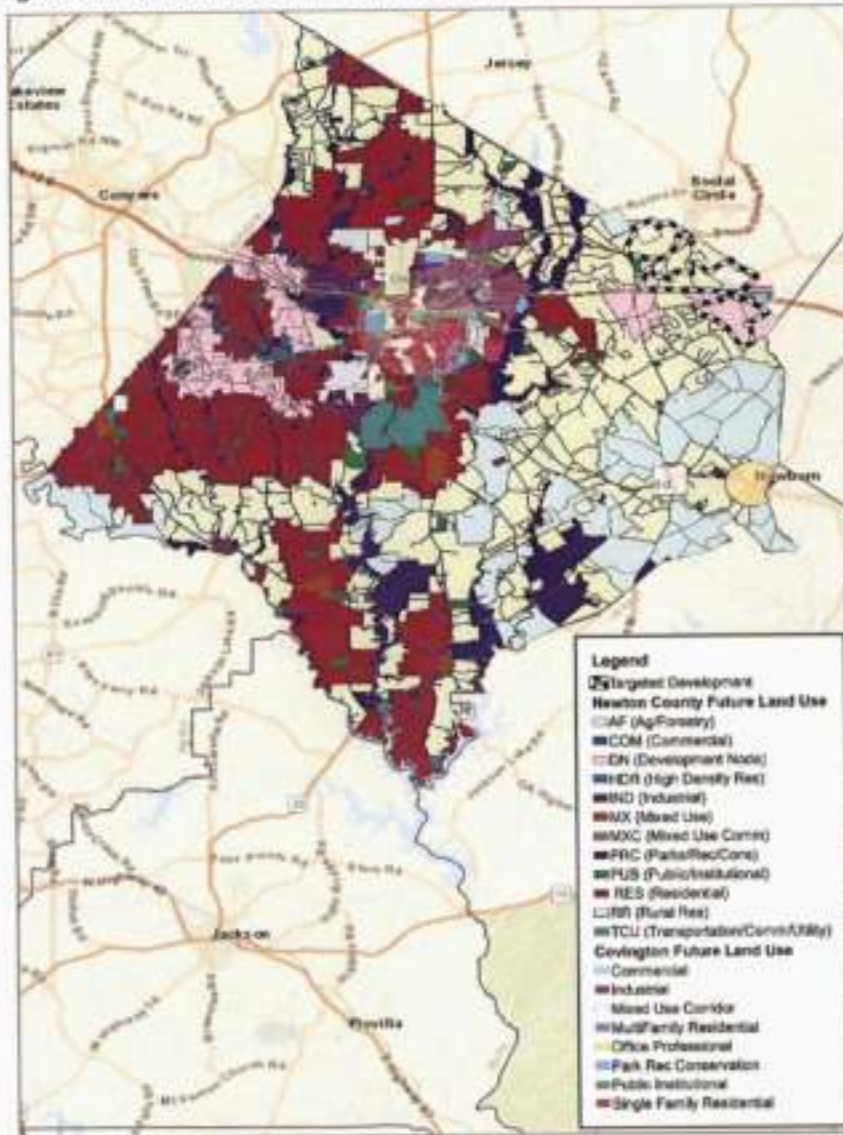
A brief summary of future development plans is presented below:

Newton County updated its Comprehensive Plan in 2018, providing the basis for future planning for the County. The Comprehensive Plan indicates higher density residential growth in the western portion of the County, near Rockdale County, which is consistent with current development trends. East of Hwy 11 and south of Hwy 278, residents desire to maintain the rural character. From discussions with the Newton County-Covington Economic Development director, the County has identified three mega-sites for targeted development in the I-20 corridor near Walton and Morgan Counties. These mega-sites are well suited for large industrial developments; the preferred industry types are automobile manufacturing, bio-pharmaceuticals and/or data centers. Ancillary adjacent development is needed to support these industries, such as hotels, training/conference centers and restaurants. Figure 2.3 presents the location of the proposed mega-sites and planned commercial and industrial development.

City of Covington also updated its Comprehensive Plan in 2018, providing a plan for growth and development within the City. The City (and the County) have enjoyed renewed interest as a location for the film industry. To accommodate and encourage the film industry, the County and the City are jointly working to develop studio infrastructure, under the working name of Three Ring Studios. The entertainment media site, located near the Covington airport and downtown, would be developed over 700 acres and provide sound stages and other support services for the film industry. Based on the Comprehensive Plan and conversations with the Planning Department, there is a move towards multifamily residential infill, with mixed use being the preferred development type, particularly the midrise type apartment with lobbies and commercial support services located in the building. The City does not anticipate large water using industries to locate within the City.

Figure 2.2 presents the future land use map for Newton County and the City of Covington along with areas of targeted development. Note the pinks and purples on the map indicate areas for future industrial and development nodes. The reds indicate higher density residential while the yellows and greens show areas where rural residential and agricultural is planned. Generally, the higher density residential development is located on the western side of the County.

Figure 2.2: Future Land Use and Targeted Development Areas



City of Mansfield updated its Comprehensive Plan in 2016. The historic downtown area is undergoing renovations and updates, providing opportunities for retail and restaurants to locate in the area. Growth opportunities in the County in the Stanton Springs area near I-20 may have implications for the City as the employees look for a community in which to live.

Town of Newborn is currently updating its Comprehensive Plan. The town has a quaint downtown area, with opportunities for retail, including a recently located Dollar General just outside of the downtown area. Newborn plans to remain a residential community and is focused on preserving its historic character.

City of Oxford adopted its 2018 Comprehensive Plan Update in February 2018. The City of Oxford is home to Emory University's Oxford College, which has a campus population of approximately 1,000 students and 1,100 faculty and administrative staff. The City of Oxford has

a residential community feel which it desires to maintain. Limited commercial growth is anticipated over the planning period.

City of Porterdale, formerly a mill town, is experiencing regentrification as the old mill was purchased and renovated into lofts overlooking the Yellow River. The residential development spurred commercial and retail development. Additional retail and restaurant development is anticipated for the City along with additional residential growth. The City updated its Comprehensive Plan in 2016.

Alcovy Shores Water & Sewer Authority provides water service to a residential community, Alcovy Shores, located on Jackson Lake just inside Jasper County as well as a commercial customer just outside the entrance to the development. The Alcovy Shores community is fully built out. In 2017, the Alcovy Shores WSA had 277 active customers. According to the water system permit conditions, a maximum of 285 service connections are allowable without approval by GA EPD. As a result, Alcovy Shores Water and Sewer Authority expects its water demands to remain relatively unchanged over the planning period.

Jasper County Water & Sewer Authority purchases water from Newton County to provide water to residential customers. Jasper County WSA does not anticipate any significant changes in growth or water demands over the planning period.

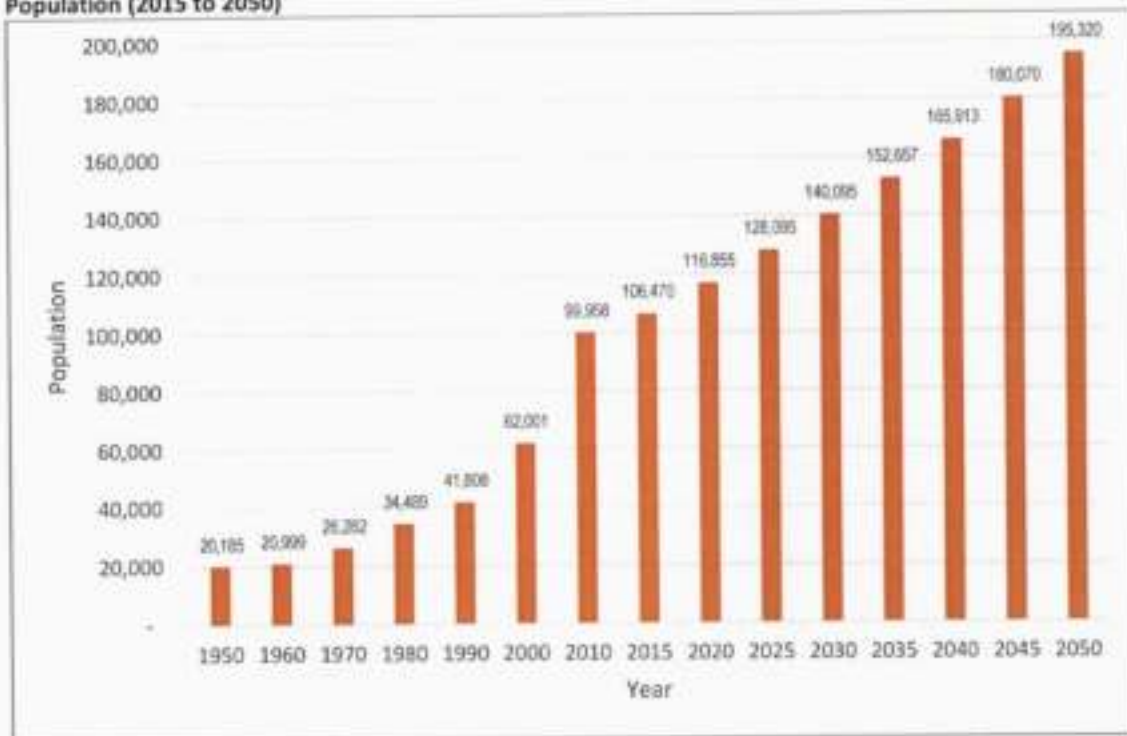
Walton County Water Department has a contractual agreement with Newton County Water Resources Department for a maximum of 25% of the Cornish Creek WTP capacity, which is currently 6.25 million gallons per day (MGD). Walton expects primarily residential growth but has also included a reserve capacity in water demands to allocate a portion of water for economic development initiatives.

Population Growth

Anticipated population growth is an important element for consideration in developing water demands and wastewater flow forecasts. Residential and commercial water demands and wastewater flows are directly related to the population served. Industrial water demands and wastewater flows are related to the type of manufacturing and production process and is considered separately.

Historical population data from the 1950 to 2010 decennial census were obtained, along with population forecasts from 2015 to 2050, developed by the Georgia Office of Planning and Budget (OPB). The historic and projected populations for Newton County are presented in Figure 2.3.

Figure 2.3: Newton County Population: Historic U.S. Census Population (1950-2010) and OPB Projected Population (2015 to 2050)

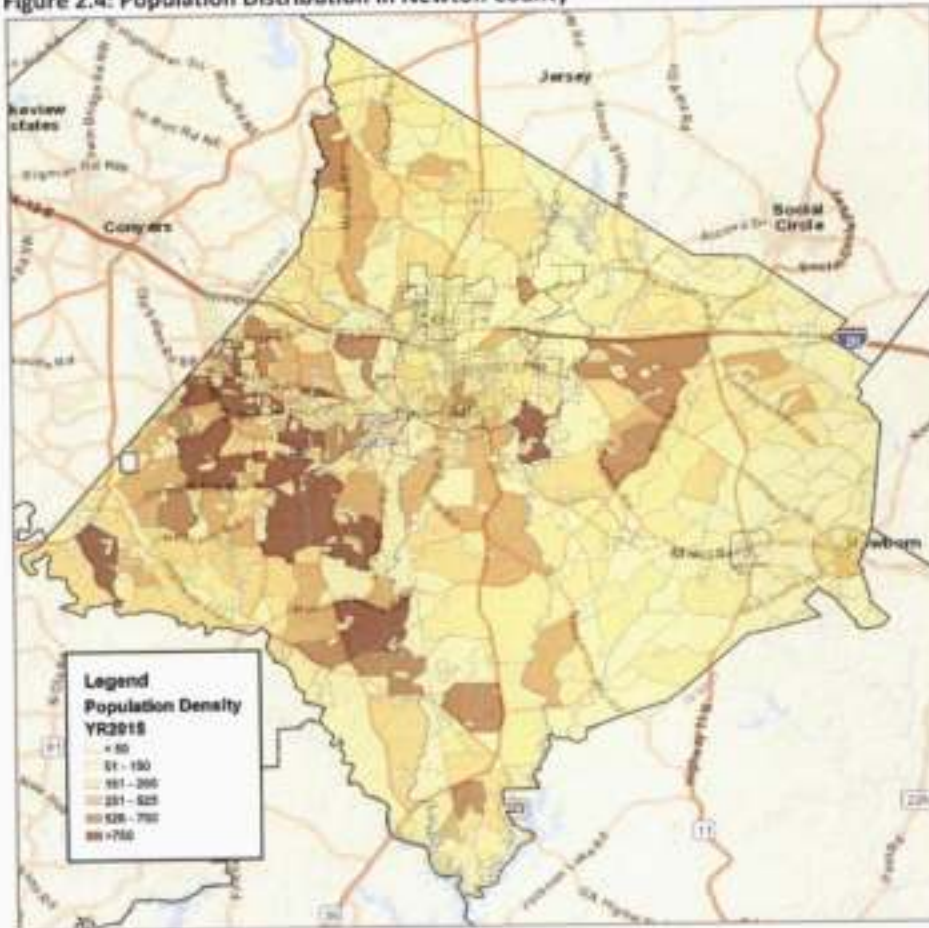


As seen in Figure 2.3, the most dramatic population change occurred between 2000 and 2010 when a 60% increase in the population occurred. With the economic downturn that began in 2008, the population growth has slowed, but is still robust. The housing market is strong, and the County enjoys the lowest unemployment rate in the State of Georgia. Over the planning period, the growth rate is expected to be steady with the population nearly doubling.

While the overall population forecasts are important, it is also vital for infrastructure planning to identify where people are located and will be located within the county. Geospatial population data was obtained for census blocks within Newton County from the U.S. Census Bureau. The Census Block Group data can then be aggregated into City Limit boundaries, water and wastewater service area boundaries and watershed basins based on United States Geologic Survey (USGS) Hydrologic Unit Code basin delineations (HUC-12 boundaries). From discussions with the Newton County Development Services Director, the population distribution among census blocks within the County has remained stable for the past three census counts. Based on this observation, it was assumed that the future population distribution would be the same as current.

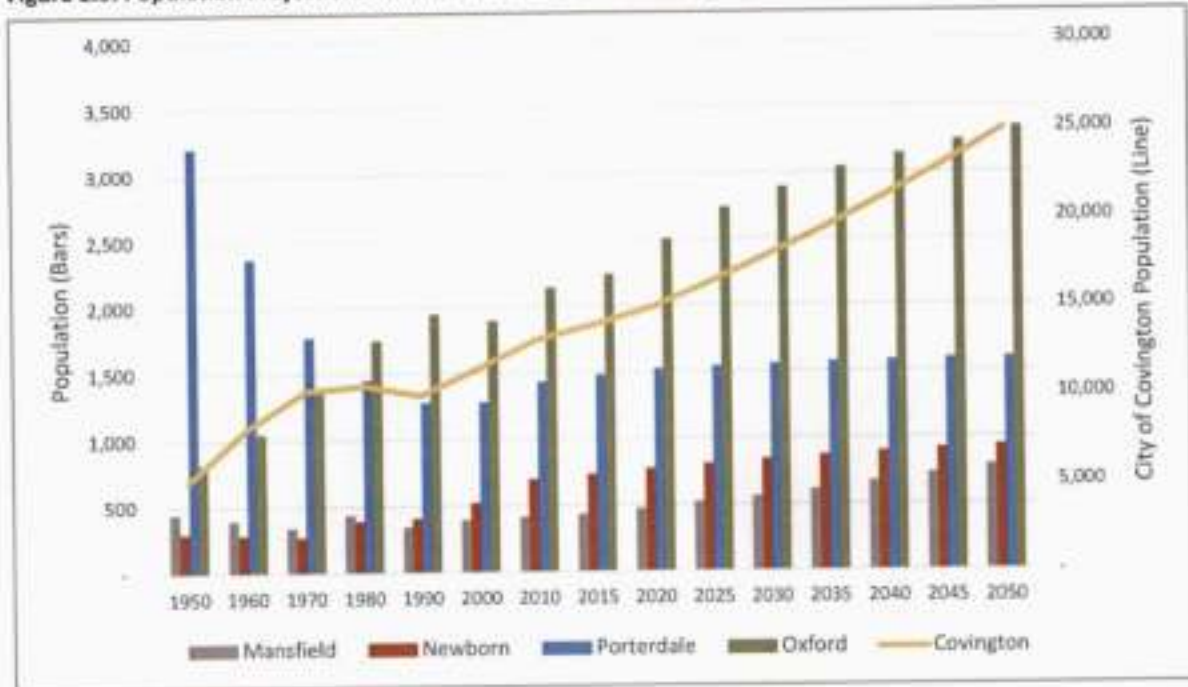
Figure 2.4 presents the population distribution for the County in 2015; the darker shades indicate higher population counts while the lighter shades indicate more rural development and fewer people.

Figure 2.4: Population Distribution in Newton County



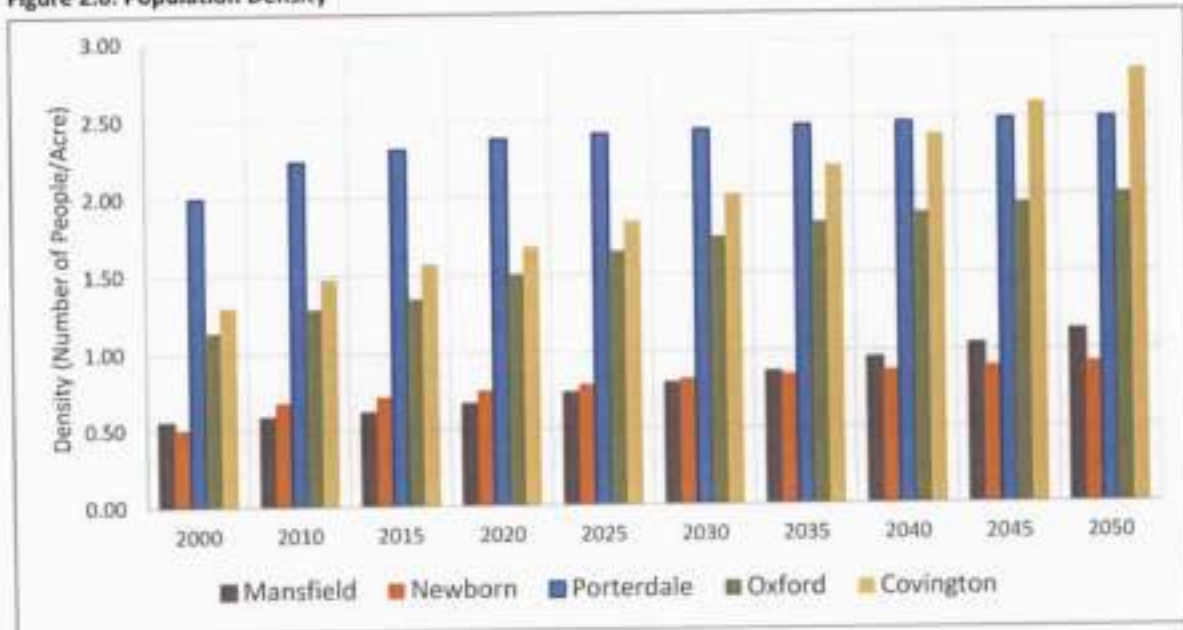
The population within the City Limits of each city within Newton County was obtained from the U.S. Census Bureau for years 1950 through 2015. Using GIS tools, and census block data, the population within each city was estimated for timesteps from 2015 through 2050. The population within each City is presented in Figure 2.6 for years 1950 through 2050. As seen in Figure 2.5, the population of Porterdale has an interesting change with a significant decline following the closure of the textile mills and a rebounding of population following the redevelopment of the mill into loft apartments. The population of Covington and Oxford are growing at the fastest rate.

Figure 2.5: Population Projections within Cities of Newton County



The population density was calculated for each City to assess whether the projections make sense. Figure 2.6 presents the population density for each city. The City of Covington is forecast to have a density of 2.5 to 3 people/acre in 2050; this density is similar to a McDonough or Newnan, GA demographic, which seems reasonable for Covington. Porterdale also has a higher population density, due to its smaller corporate boundary. The lower densities in Mansfield and Newborn are reasonable for the types of current and expected development.

Figure 2.6: Population Density



Section 3. Water Demand Forecasts

To forecast the water demands, system data is reviewed to develop metrics of water consumption. Newton County Water Resources Department provided water production data for the previous four years (January 2014 through December 2017). This data is presented in Figure 3.1 along with historical rainfall. As seen in the chart, 2016 was a dry year, which tends to increase water demands; while, 2015 was a wet year. Years 2014 and 2017 had near average rainfall amounts.

Figure 3.1: Monthly Average Water Production and Rainfall



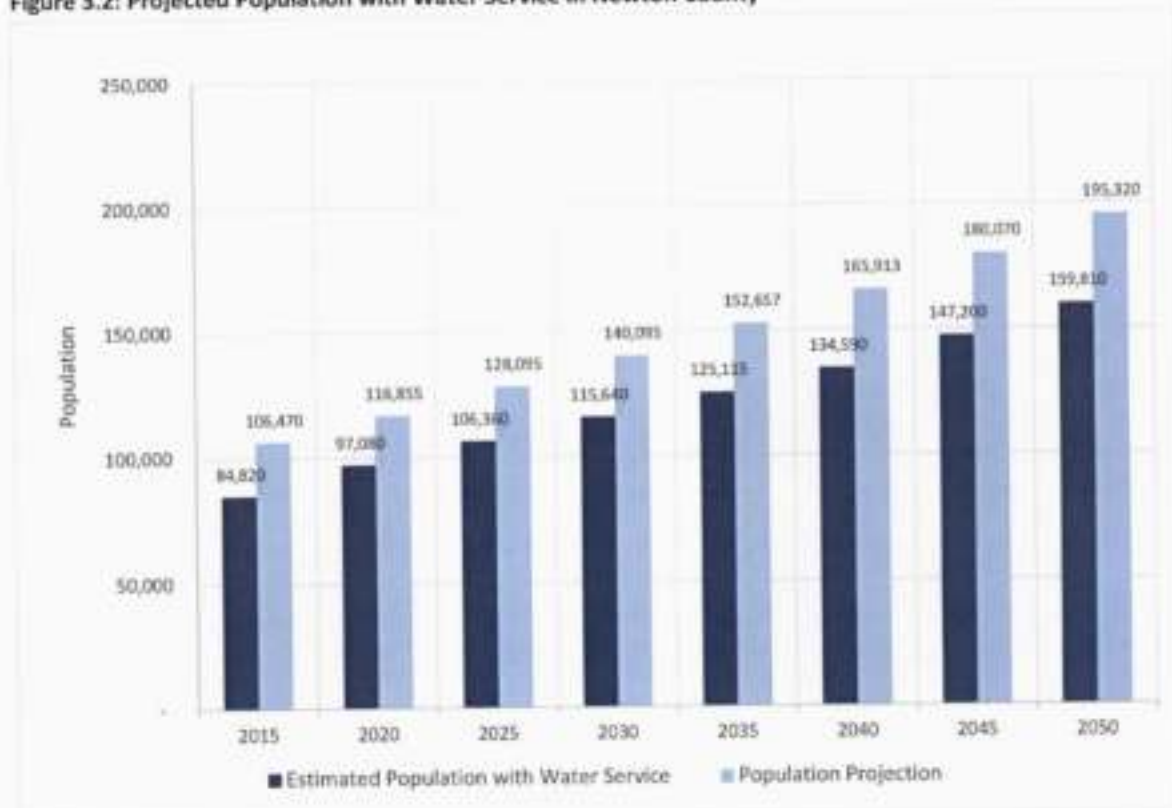
From this data set, historical annual average day and maximum day water demands are obtained. The maximum day to annual average day ratio is an important factor for sizing water treatment and distribution systems. The water production data summary is presented in Table 3.1.

Table 3.1: Water Production Summary

	2014	2015	2016	2017
Maximum Day (MGD)	15.55	16.29	17.80	15.99
Average Day (MGD)	12.51	12.77	13.88	13.02
Max Day to Average Day Ratio	1.24	1.28	1.28	1.23
Total Annual Rainfall (in)	54.3	94.7	34.6	58.5

Currently, about 80% of the Newton County population has public water service while the remaining 20% (approximately 21,000 people) are self-supplied by private groundwater wells. To anticipate future water demands an estimate of future population with water service must be developed. Based on future land use maps, the areas designated for rural agricultural land use are assumed to continue to be self-supplied. Figure 3.2 presents the estimated population with water service and self-supplied through 2050. The 2050 self-supplied population is estimated to be 35,000 people, or approximately 18%.

Figure 3.2: Projected Population with Water Service in Newton County



To develop water demand forecasts for NCWSA and the Cities of Newton County, statistics of water consumption based on Newton County's water production and billing rates are calculated. These statistics are then applied to the population projections to develop water demand forecasts. For wholesale customers, including Alcovy Shores, Walton County and Jasper County WSA's, the demands provided by each authority is used.

The water providers within Newton County as well as Alcovy Shores WSA provided water billing data to provide insight into the types of customers (residential, commercial, industrial, institutional) and associated usage. Data was provided for the past three to four calendar years (2014 to 2017), as available.

From this data, several key factors were calculated, including:

Non-Revenue Water Estimate: Water losses are unavoidable in any water distribution system, and all water systems experience some degree of water loss, or non-revenue water that results

from legitimate but unmetered uses (such as fire protection), faulty meters and leaks. The difference in what is billed versus what was supplied to the system provides an indication of non-revenue water. For the City of Covington and NCWSA, the metered amount of water purchased from Newton County was compared to the billing data on an annual basis. These two providers had the most comprehensive data sets and thus provided the best information with which to estimate non-revenue water. The average non-revenue water is roughly 16%, which is towards the low end of the typical range of 10% to 30% for water systems. A longer-term goal to reduce system water loss to 12% is recommended.

Water Usage Rate: Based on the water billing data and water production data, the water usage per person for all systems in the County was calculated. The total water usage per person, which includes residential, commercial, institutional and industrial customers is 99 gallons per capita per day (gpcd). The residential water usage rate is 57 gpcd.

Residential vs. Non-Residential Customers: From the billing data, the water usage by customer type was calculated. Based on the consumption, a ratio between existing residential and non-residential was established. Knowing this ratio provided a basis for forecasting non-residential demand with future population growth.

Future Water Demand Forecasts for Newton County

Future residential water demands for each service provider located in Newton County was developed using a rate of 60 gpcd. This rate was multiplied by the future served population to calculate the future residential water demand.

Growth in the commercial and institutional sectors tends to correlate with the residential growth as businesses and schools are needed to provide goods and services. A ratio of water usage for residential and non-residential customers was applied to the forecast residential water use to estimate the commercial and institutional water demands.

Predicting future industrial water demands is more difficult as many factors determine whether a large industry will move to an area and the amount of water required to support the manufacturing process. For the proposed targeted development locations, or "mega-sites" in eastern Newton County, an estimate of water demands for the planned types of industry was developed based on land area. In addition to these planned mega-sites, an industrial reserve is also included in the water demands to provide Newton County's water providers with the ability to meet future needs if an industry should desire to locate in that service area.

Another consideration in forecasting future flows is uncertainty. The closer the planning horizon is to the current time, the less uncertainty there is. However, as the planning horizon moves away from the present, more uncertainty is introduced, from weather events to economic changes, many elements impact water needs. Thus, an uncertainty factor is added to the water demand projections that increases from 4% in 2020 to 13% in 2050, which is the same factors used for the Metropolitan North Georgia Water Planning District based on a statistical analysis of variables.

The metrics used to forecast future demands are presented in Table 3.2.

Table 3.2: Metrics for Water Demand Forecasting in Newton County

	2015	2020	2030	2040	2050
Residential Per Capita Rate (gpcd)	57	60	60	60	60
Non-Revenue Water	16%	16%	15%	14%	12%
Uncertainty Factor	-	4%	7%	10%	13%
Industrial Reserve (% of total demand)	-	15%	15%	15%	15%
Total Per Capita Rate (gpcd)	99	115	120	133	135

As seen in Table 3.2, the total per capita rate is increasing slightly over the planning period as the non-residential demands increase.

Considering population growth with associated commercial and institutional growth as well as future industry, the overall annual average water demand for all service providers in Newton County is expected to increase from 8.4 MGD to 21.5 MGD.

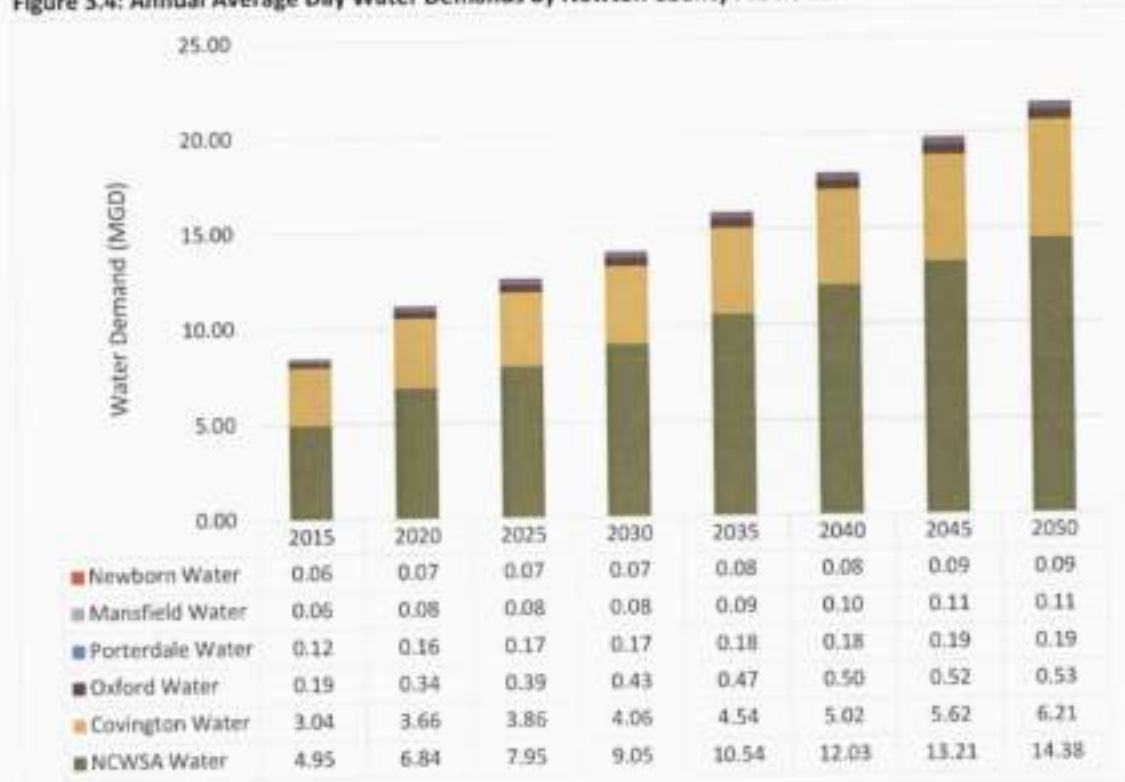
As shown in Figure 3.3, an envelope of water demand forecasts is developed to indicate the range of possible water demands over the planning period. The envelope is forecast by multiplying the projected demand by the uncertainty factor, both positive and negative, to estimate the higher and lower bounds. The middle forecast is the water demand scenario that is most expected; however, the upper and lower bounds present possible outcomes with the 2050 water demand ranging from 18.7 MGD to 24.3 MGD on an annual average day basis.

Figure 3.3: Annual Average Day Water Demand for Newton County (does not include demand for Alcovy Shores WSA, Jasper County WSA or Walton County)



The water demands for providers located in Newton County are summarized in Figure 3.4, based on the middle forecast annual average day.

Figure 3.4: Annual Average Day Water Demands by Newton County Providers



Water Demands for Wholesale Customers

To maintain service for customers of the Newton County water system, the water demand needs for Walton County Water Department, Alcovy Shores and Jasper County Water and Sewerage Authorities (WSA) also need to be included in the forecasts for water supply. Information was provided by each Authority to support Newton County's Strategic Water Plan; their cooperation and support is much appreciated.

Alcovy Shores WSA expects to maintain its current water demand of 0.03 MGD through the planning period as it is a built-out community.

Jasper County WSA does not anticipate much growth in the area served by Newton County. An increase in water demand was included for Jasper County WSA increasing its current annual average day demand of 0.06 MGD to 0.14 MGD by 2050.

Walton County's water demand is the most complex of the three. Walton County has an agreement with Newton County Water Resources to purchase up to of 25% of the Cornish Creek WTP capacity, or 6.25 MGD. This amount can be increased if Walton County chooses to

participate in future WTP expansions. Without supplemental water supply, the maximum capacity of the Cornish Creek WTP is 35 MGD, and thus the maximum water supply that Walton County could obtain from Newton is 8.75 MGD. The water demand for Walton County, provided by their engineering consultant, Precision Planning, Inc. (PPI) is provided in Table 3.3 along with the capped supply for Walton based on the contractual agreements. The contract cap assumes that the Cornish Creek WTP is expanded between 2030 and 2035 to its maximum capacity of 35 MGD without supplemental water supply. As seen in Table 3.3, Walton County's needs outpace the supply based on the capped agreement. To provide future water supplies, the Walton County recently finished construction of the Hard Labor Creek Reservoir. The balance between when to move to the new facility and how much water to purchase from Newton County is discussed in further detail in Section 4 of this document.

Table 3.3: Walton County Water Department's Projected Water Demands

	Water Demands (MGD)							
	2015	2020	2025	2030	2035	2040	2045	2050
Annual Average Day Demand (provided by PPI)	4.0	4.8	5.9	7.1	8.4	9.9	11.6	13.4
Annual Average Day Demand supplied by Newton County with Contract Cap	4.0	4.8	5.9	6.25	8.4	8.75	8.75	8.75
Maximum Day Demand (provided by PPI)	8.1	10.7	13.1	15.8	18.8	22.0	25.8	29.8
Maximum Day Demand supplied by Newton County with Contract Cap	6.25	6.25	6.25	6.25	8.75	8.75	8.75	8.75

Including the water demands of the Newton County water providers and the wholesale customers located outside of the County, the total annual average day demand ranges between 27.2 MGD and 34.8 MGD. Figure 3.5 presents the overall water demand forecast envelope; while Figure 3.6 presents the water demand forecasts by provider.

Figure 3.5 Total Annual Average Day Water Demand Forecast Envelope

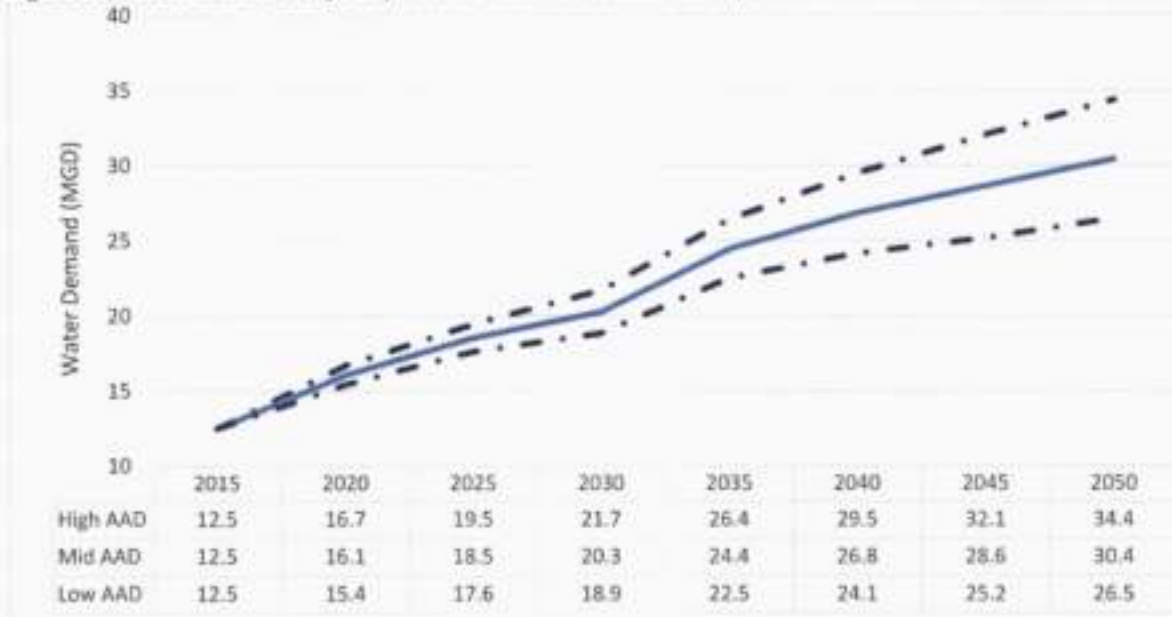
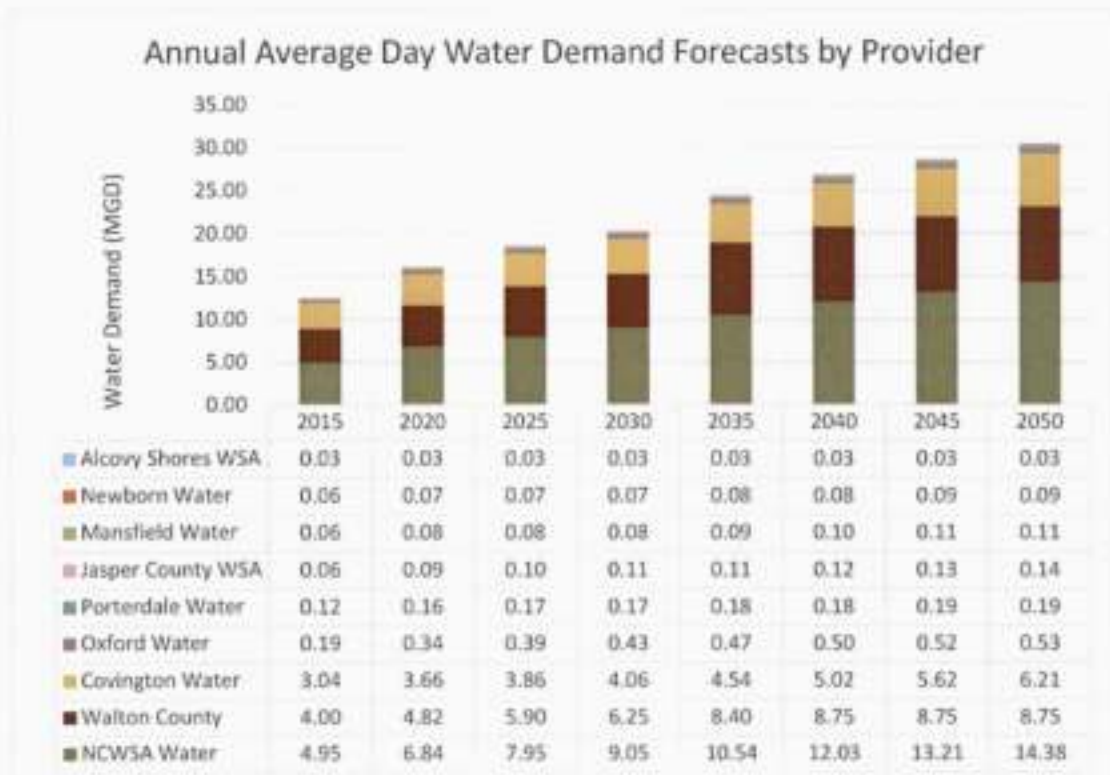


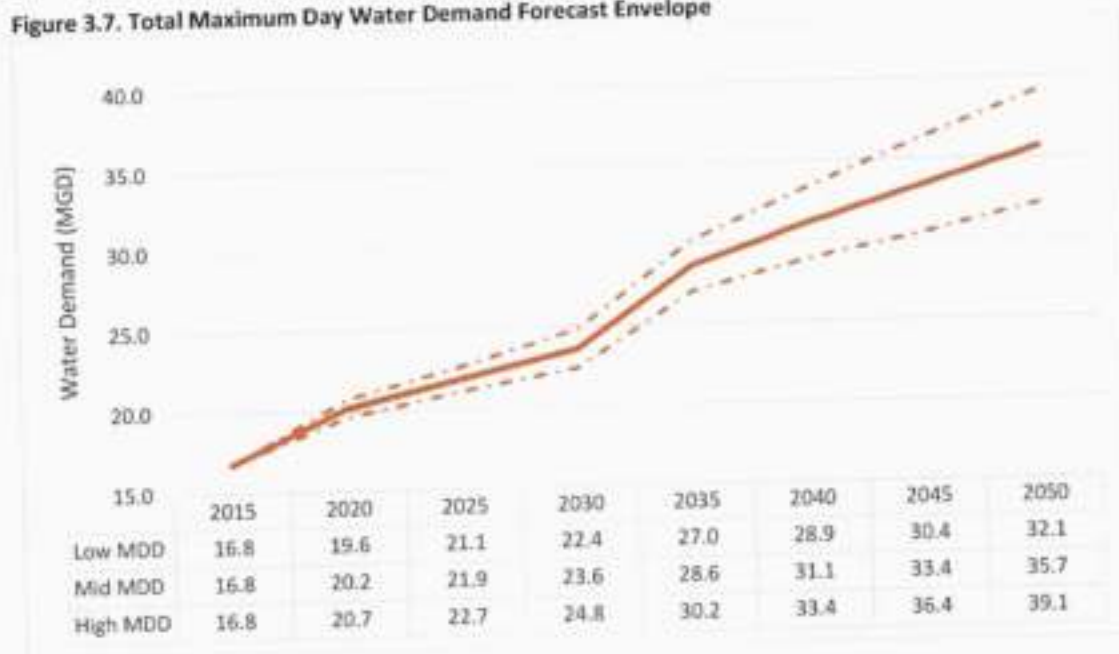
Figure 3.6. Annual Average Day Water Demand Forecast by Provider



An important water demand to plan for future water treatment capacity and water distribution system facilities is the maximum day water demand. Figure 3.7 presents maximum day water demand forecast envelope for all service providers, included the contractual cap for Walton

County. As seen in Figure 3.7, the maximum day water demand ranges from 32.1 MGD to 39.1 MGD, with the mid-level forecast at 35.7 MGD.

Figure 3.7. Total Maximum Day Water Demand Forecast Envelope

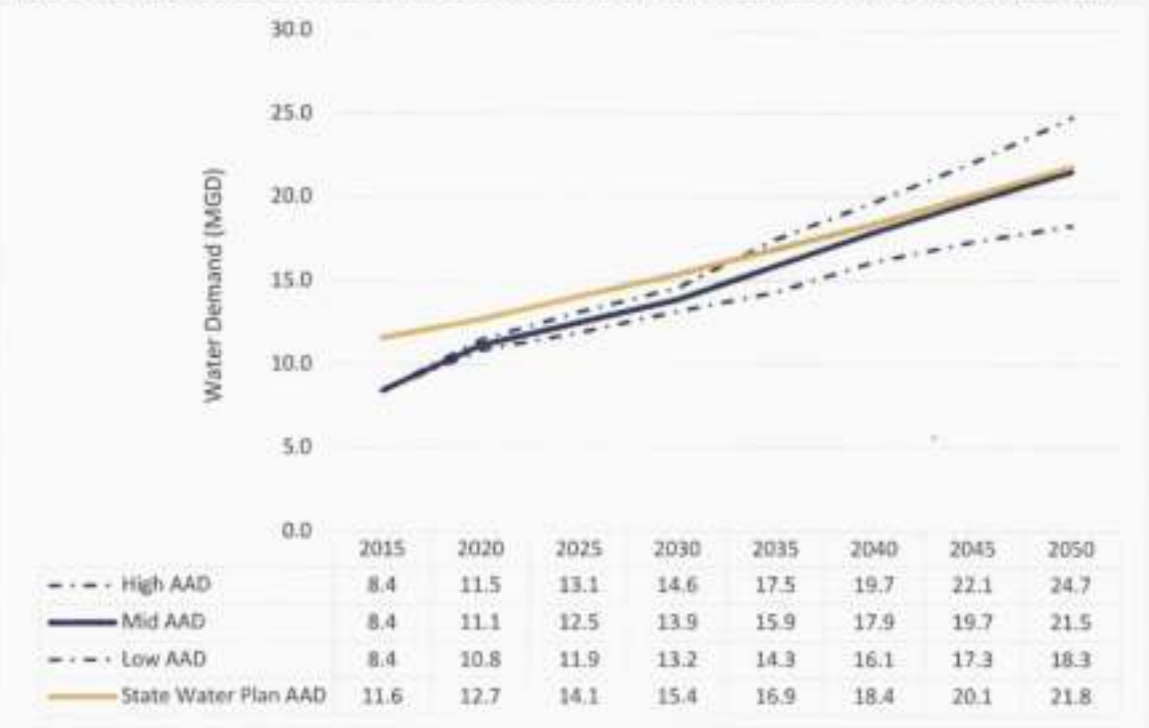


Benchmarking Newton County's Water Demand Forecasts

The State of Georgia through the Georgia Environmental Protection Division (EPD) recently completed the first update to the State Water Plan. The State Water Plan creates water demand forecasts and assesses water supply and treatment capacity as well as water resources quality for each of the eight major river watersheds in the State. Newton County, primarily located in the Ocmulgee River basin with a small eastern section draining to the Oconee River basin, is a member of the State Water Plan's Upper Ocmulgee Basin group. From the *Water and Wastewater Forecasting Technical Memorandum* dated, March 2017, the water demand forecasts are presented for Newton County. These forecasts are compared to the those independently developed in this Study in Figure 3.8. As seen in Figure 3.8, when compared to the annual average day demands generated within Newton County only (no wholesale customers), the forecasts are very similar, with the current Plan having a slightly lower forecast through the planning period. The State Water Plan did not include the water supplied to wholesale customers outside of Newton County, including Alcovy Shores, Jasper County and Walton County WSA.

When two independent studies with different methodologies result in such similar results, the confidence level of the forecasts increases. These forecasts are used for future tasks in the Strategic Plan including water supply and water treatment as well as the water distribution system evaluation.

Figure 3.8: Comparison of Water Demand Forecasts with State Water Plan Forecasts for Newton County



Section 4. Water Supply and Treatment Capacity Evaluation

Newton County Water Resources Department owns and operates the Cornish Creek Reservoir (also known as Lake Varner) and the Cornish Creek Water Treatment Plant (WTP). Newton County also operates the Williams Street WTP which is owned by the City of Covington and leased to Newton County. Through these facilities, Newton County Water Resources Department provides drinking water for distribution through the NCWSA and connected City systems (Covington, Porterdale, Oxford, Mansfield and Newborn) as well as three wholesale customers outside Newton County (Walton County, Jasper County and Alcovy Shores Water & Sewerage Authorities).

The Cornish Creek Reservoir is a pumped-storage reservoir with an estimated annual average day yield of 23 MGD. Although some water naturally flows into the reservoir from Cornish Creek, Little Cornish Creek and other small tributaries, most of the water is pumped from the nearby Alcovy River. Water withdrawn from the reservoir is treated at the Cornish Creek WTP. The Cornish Creek WTP is a conventional surface water treatment facility with 25 MGD current capacity, originally constructed in 1992. Water is treated and stored in clearwells from which the high service pumps deliver the water to the distribution system.

When the Cornish Creek WTP was originally initiated, an agreement was made between Newton County WRD and the Walton County Water Department. Through this agreement, the Walton County contributes to a portion of the project cost and is then eligible to obtain 25 percent of the production capacity of the Cornish Creek WTP. As part of the agreement, the Walton County has the option to participate in future upgrades to the Cornish Creek WTP to access to 25 percent of the capacity of the project; to date Walton County has participated in each upgrade. Walton County recently completed a new reservoir with the partnership of Oconee County. The Hard Labor Creek Reservoir, a pump-storage reservoir located in Walton County and obtaining water from the Apalachee River, has an estimated yield of 41.8 MGD.

Newton County WRD also operates the William Street WTP on an as needed basis; it is owned by the City of Covington and leased for operational to Newton County WRD. Most water is supplied by Cornish Creek WTP; however, during high demand periods, the Williams Street WTP is also used. The Williams Street WTP is also supplied by the Alcovy River, via a separate pump station located adjacent to the Cornish Creek Reservoir pump station. Water is pumped from the Alcovy River to City Pond for temporary storage prior to being treated, then treated water is pumped to the distribution system.

Permits

Newton County's water withdrawal permits issued by the Georgia Environmental Protection Division (EPD) are shown Table 4.1 along with the withdrawal limits and permit numbers. The City of Covington's withdrawal permit for the Alcovy River to Williams Street WTP does not have

any limitations on withdrawal based on streamflow. There are separate permits to pump from the river to the Cornish Creek Reservoir and from the Cornish Creek Reservoir to the Cornish Creek WTP, as shown in Table 4.1. Newton County's Alcovy River permit has a minimum in-stream flow requirement that stipulates the County must allow 22 cubic feet per second (cfs) or the natural stream flow, whichever is less, to pass at all times. Typically, water withdrawal permits have a 24-hour maximum withdrawal limitation and monthly average limitation, however, for the withdrawal from the Alcovy River to fill the reservoir, there is also an annual average withdrawal limit of 23.0 MGD

Table 4.1: Surface Water Withdrawal Permits for Newton County

Surface Water Withdrawal Permit Holder	Surface Water Withdrawal Permit Number	Water Source	Permit Limit Maximum Day (MGD)	Permit Limit Monthly Average (MGD)
City of Covington (Williams Street WTP)	107-0410-03	Alcovy River	4.5	4.0
Newton County (fills Cornish Creek Reservoir)	107-0410-06	Alcovy River	35.0	35.0
Newton County (Cornish Creek WTP)	107-0410-04	Cornish Creek Reservoir	35.0	28.0

Since the Walton County is a partner with Newton County in the Cornish Creek project, it is important to understand their permitted capacities as well. EPD permitted capacities for the Walton County are shown in Table 4.2. The Hard Labor Creek Reservoir was recently completed through a joint partnership of Walton County and Oconee County. Walton County water supply allocation is 44.22 MGD of the maximum day capacity and 36.88 MGD of the monthly average capacity.

Table 4.2: Surface Water Withdrawal Permits for Walton County

Surface Water Withdrawal Permit Holder	Surface Water Withdrawal Permit Number	Source	Permit Limit Maximum Day (MGD)	Permit Limit Monthly Average (MGD)
Walton County Water Department	147-0307-03	Hard Labor Creek Reservoir	62.1	51.8
Walton County Water Department	147-0305-03	Apalachee River	60.0	60.0

Water Supply Gap Analysis

To develop a water supply gap analysis, the water supply needs, as presented in Section 3, are compared to available water supplies. The difference in the two presents the gap, which may be positive (meaning available capacity) or negative (indicating a need for additional capacity).

Newton County's existing water supply includes Lake Varner and the withdrawal from the Alcovy River that supplies the Williams Street WTP. Since each of these water supply components are evaluated somewhat differently, discussion of each is presented below.

Water supply reservoirs are typically analyzed for a safe yield, which is the annual average day amount of water that can be supplied by a reservoir. The annual average day supply would be calculated by summing the total supply for the entire year and dividing by the number of days in the year. Various factors can impact the safe yield of a reservoir, but for this analysis the important aspect is that the safe yield is based on an annual average day withdrawal. Lake Varner is permitted based on a safe yield of 23 MGD, and the permit specifies an annual average day withdrawal limit of 23 MGD. Walton County has a contractual agreement with Newton County for 25% of the Cornish Creek WTP's capacity, or up to 6.0 MGD of water supply capacity.

The permit for the withdrawal on the Alcovy River that supplies the Williams Street WTP is for 4.0 MGD on a monthly average day basis. This permit does not have an additional limitation for annual average day; therefore, this 4.0 MGD supply can be compared to average annual day demands.

Newton County Water Supply

Water supply is evaluated based on annual average day demands, with the forecasted future annual average day water demands as shown in Table 4.3. The Newton annual average day demands presented includes all water providers in Newton County, as well as Alcovy Shores and Jasper County; Walton County is not included in this total demand. Total water supply currently available for Newton County includes the Williams Street supply, which is 4.0 MGD, and the Cornish Creek Reservoir supply which is 23 MGD. However, after subtracting the amount committed to Walton County, the portion available for Newton County from the Cornish Creek Reservoir is 17 MGD. As seen in the Table 4.3, the currently available water supply sources satisfy annual average demands through 2050.

Table 4.3: Newton County Water Supply Gap Analysis

Year	Newton Annual Average Day Demand (MGD)	Williams Street Water Supply from Alcovy River (MGD)	Newton County Portion of Cornish Creek Water Supply (MGD)	Newton County Water Supply Gap (MGD)
2015	8.5	4.0	17.0	12.5
2020	11.3	4.0	17.0	9.7
2025	12.6	4.0	17.0	8.4
2030	14.0	4.0	17.0	7.0
2035	16.0	4.0	17.0	5.0
2040	18.1	4.0	17.0	2.9
2045	19.9	4.0	17.0	1.1
2050	21.7	4.0	17.0	(0.7)

Note: Newton Annual Average Day Demand includes water demands for Newton County and its Cities, as well as Alcovy Shores WSA and Jasper County WSA; Walton County is not included.

Walton County Water Supply

Walton County currently purchases water from Newton County and from the City of Monroe. Walton County can obtain up to 6.0 MGD of water supply from Newton County's Cornish Creek facilities; Walton County currently purchases 1 MGD from Monroe but can purchase up to 3 MGD. Since the Hard Labor Creek reservoir was recently completed and does not currently have any associated treatment capacity, it is assumed that the Walton County will maximize use of its purchase agreements for water supply sources prior to using the new reservoir. As seen in Table 4.4, Walton County may have a small water supply need around years 2040 to 2045, but in the same timeframe, Newton County has excess water supply that could be used to meet these needs. Walton County has an allocated water supply capacity of 29.8 MGD of the Hard Labor Creek's total yield of 41.8 MGD. Water demands for Walton County were provided by their consultant, Precision Planning, Inc. in 2018.

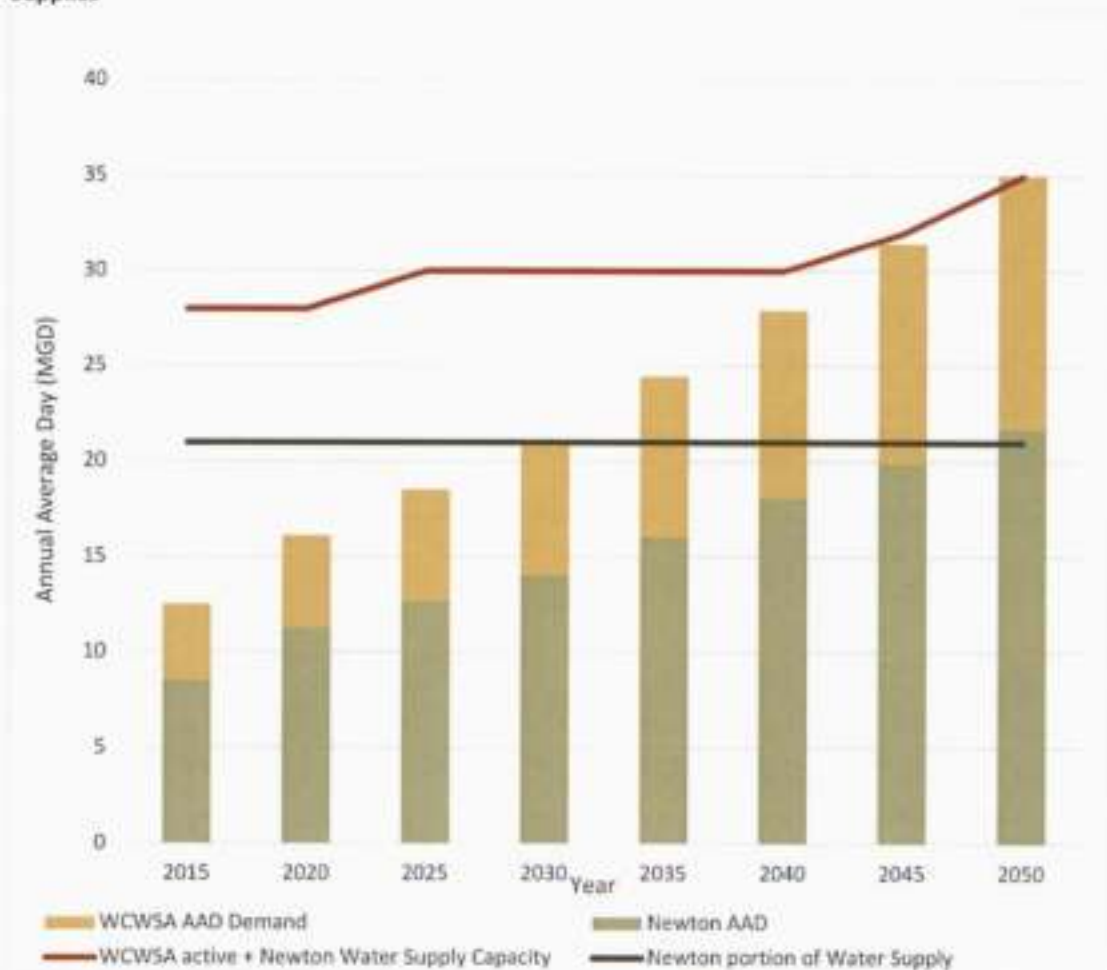
Table 4.4: Walton County Water Supply Analysis

Year	Walton County Annual Average Day Demand (MGD)	Walton County Portion of Cornish Creek Water Supply (MGD)	Walton County Water Supply from Monroe (MGD)	Walton County portion of Hard Labor Creek Water Supply Active (MGD)	Walton County Supply Gap (MGD)
2015	4.0	6.0	1.0		3.0
2020	4.8	6.0	1.0		2.2
2025	5.9	6.0	3.0		3.1
2030	7.1	6.0	3.0		1.9
2035	8.4	6.0	3.0		0.6
2040	9.9	6.0	3.0		(0.9)
2045	11.6	6.0	3.0	2.0	(0.6)
2050	13.4	6.0	3.0	5.0	0.7

Note: Walton County Annual Average Day demands provided by Precision Planning, Inc. in 2018.

As presented in Table 4.3 and 4.4, the water supply sources that Newton County and Walton County currently have in place are adequate to meet future demand projections to approximately 2050. Figure 4.1 presents the gap analysis graphically, with only 5 MGD of Walton County's Hard Labor Creek supply active in 2050. At that time, Walton County should have significant excess capacity, which Newton County may be able to negotiate share use.

Figure 4.1: Water Supply Gap Analysis – Newton County and Walton County Demands and Active Supplies



Notes: "Newton Portion of Water Supply" includes its portion of Cornish Creek reservoir as well as the 4.0 MGD withdrawal from the Alcovy River for Williams Street WTP. "Walton County active + Newton Water Supply Capacity" is a combination of Cornish Creek allocated capacity, City of Monroe purchases and activated Hard Labor Creek reservoir capacity (5 MGD of its 29.8 MGD total capacity in 2050).

Water Treatment Gap Analysis

Water treatment plants must be able to supply the maximum demands that the system experience on any one day during the entire year. This demand is referred to as the maximum day demand. The Williams Street WTP is permitted to withdraw 4.5 MGD from the Alcovy River and City Pond on a peak day basis. The permitted capacity for water withdrawal to supply the Cornish Creek WTP is 35 MGD from Lake Varner on a peak day basis. These permitted limits must be considered when evaluating the sufficiency of treatment capacity to meet the future demands.

Newton County Water Treatment

The Williams Street WTP is an aged plant and requires significant investment to keep in service. It is being evaluated to determine if the best economic decision is to replace it or to relocate that capacity to the Cornish Creek WTP. Initial indications suggest the best economic solution

would be to relocate the capacity to Cornish Creek. Based on the treatment gap evaluation, the Williams Street WTP is not necessary to meet the system demands in the near term and could be abandoned as early as 2020. Evaluation of hydraulic issues and the ability to maintain desired levels of service for all customer with the abandonment of the Williams Street WTP is being conducted separately. Recommendations from the hydraulic evaluation may indicate the need to keep the William Street WTP online longer, until other distribution system infrastructure improvements can be put in place.

For the water treatment gap analysis, several assumptions were made. First, the existing 4.5-MGD Williams Street WTP withdrawal permit would be modified so that water withdrawn from the Williams Street pump station would be pumped to the Cornish Creek WTP, either directly to the plant or through the reservoir. If that 4.5 MGD is placed in the reservoir, the amount of the withdrawal would not be included in the evaluation of safe yield of the reservoir, but as a direct feed to the Cornish Creek WTP. Secondly, since the Williams Street WTP withdrawal and treatment capacities are not currently involved with the agreement with the Walton County, when the Williams Street withdrawal permit is modified to pump to the Cornish Creek WTP, this additional capacity would not be added to the capacity agreement with the Walton County.

The Cornish Creek WTP is currently permitted for 25 MGD and can be upgraded to a capacity of 35 MGD. Based on the future water demand projections and the anticipated abandonment of the Williams Street WTP, the Cornish Creek WTP will need to be upgraded to 35 MGD by 2035, as shown in Table 4.5. If the Walton County continues to participate in the Cornish Creek WTP expansion, at 35 MGD, Newton County would have 26.25 MGD. Finally, around 2050 the Cornish Creek WTP would need to be upgraded again to add the capacity transferred from the Williams Street WTP. Newton County's maximum day demand, presented in Table 4.5 the demand for includes all Newton County and its cities, as well as Alcovy Shores and Jasper County; the Walton County is considered separately.

Table 4.5 – Newton County Water Treatment Analysis

Year	Newton Maximum Day Demand (MGD)	Cornish Creek WTP Capacity (MGD)	Williams Street WTP (MGD)	Newton Portion of Cornish Creek WTP (MGD)	Newton Water Treatment Gap (MGD)
2015	10.6	25	4.5	23.25	12.6
2020	14.1	25		18.75	4.7
2025	15.8	25		18.75	3.0
2030	17.5	25		18.75	1.3
2035	20.0	35		26.25	6.2
2040	22.5	35		26.25	3.7
2045	24.8	35		26.25	1.4
2050	27.1	39.5		30.75	3.7

Note: Newton Maximum Day Demand includes water demands for Newton County and its Cities, as well as Alcovy Shores and Jasper County WSA's; Walton County is not included.

Walton County Water Treatment

For Walton County, it is assumed that the Cornish Creek and Monroe water supply sources are maximized first, and capacity from the Hard Labor Creek is later added. As shown in Table 4.6,

Walton County is forecast to have varying levels of water treatment needs in the near term; however, due to excess treatment capacity for Newton County, these shortfalls can be alleviated without premature upgrades to the Cornish Creek WTP. By the year 2050, Walton County will need approximately 18 MGD of its 44.22 MGD capacity at the Hard Labor Creek WTP. Walton County is forecast to have roughly 26 MGD to meet demands beyond 2050.

Table 4.6: Walton County Water Supply Analysis

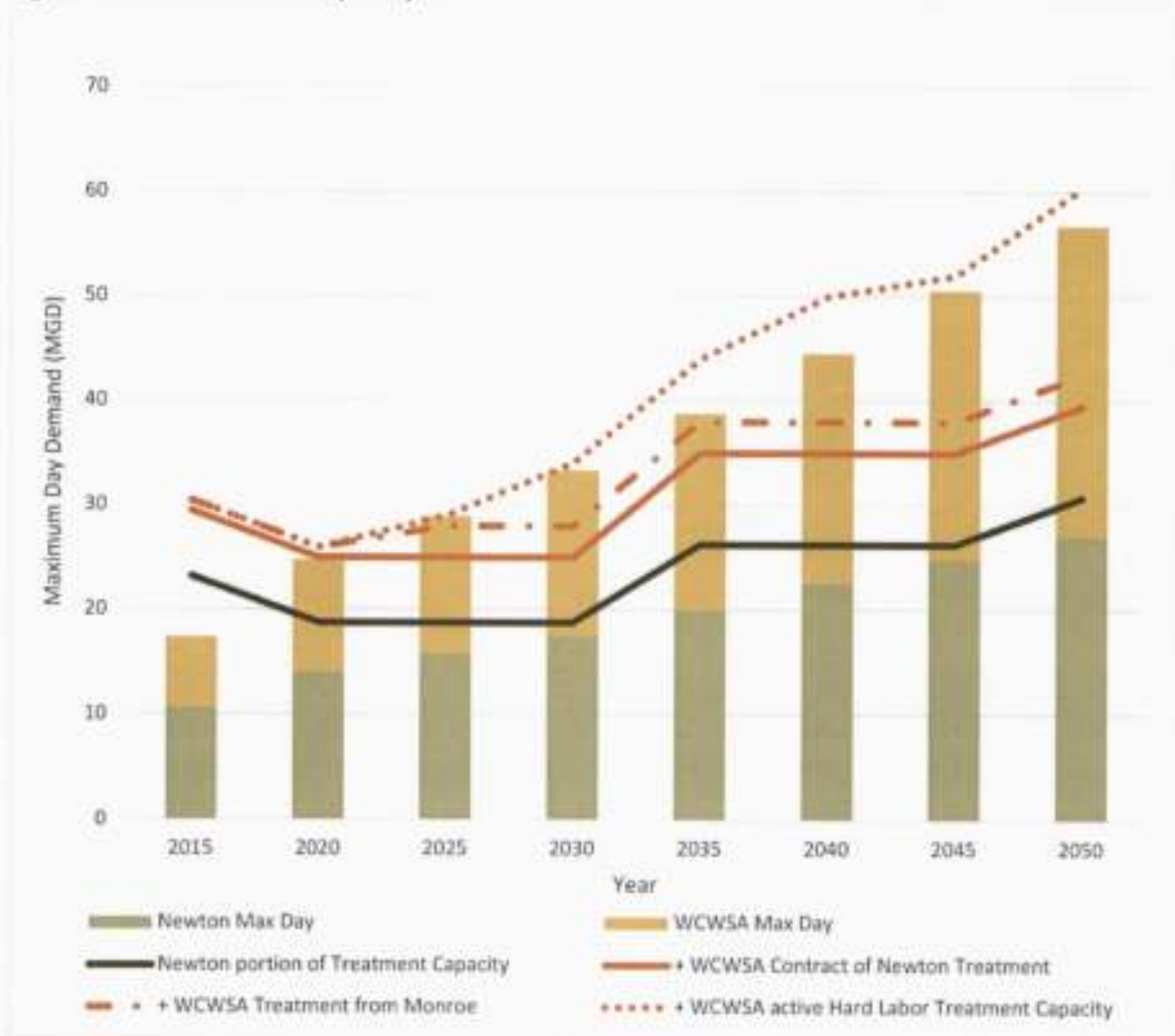
Year	Walton County Maximum Day Demand (MGD)	Walton County Portion of Cornish Creek WTP (MGD)	Walton County Treated Water from Monroe (MGD)	Walton County Portion of Hard Labor Creek WTP (MGD)	Walton County Water Treatment Gap (MGD)
2015	6.8	6.25	1.0		0.5
2020	10.7	6.25	1.0		(3.8)
2025	13.1	6.25	3.0	1.0	(2.9)
2030	15.8	6.25	3.0	6.0	(0.6)
2035	18.8	6.25	3.0	6.0	(1.0)
2040	22.0	6.25	3.0	12.0	1.8
2045	25.8	6.25	3.0	14.0	0.00
2050	29.8	6.25	3.0	18.0	0.00

Note: Walton County maximum day demands provided by Precision Planning, Inc.

The shared water treatment needs of Newton and Walton County is complex. Walton County has more near-term needs; whereas, Newton County has ample treatment capacity through 2050. The Newton County and Walton County peak day demands and permitted treatment capacities from Tables 4.5 and 4.6 are shown graphically in Figure 4.2.

By maximizing existing water sources, Walton County may need an additional 1 MGD of water from the Hard Labor Creek project by 2025 and 6 MGD by 2030. By 2040 and beyond, Walton County is forecast to need significant water supply from the Hard Labor Creek. However, a WTP is not necessarily required at Hard Labor Creek to take advantage of the additional supply; other options, such as pumping raw water to an expanded Cornish Creek WTP may be a cost-effective alternative. Larger treatment plants reap the benefits of economy of scale and are often less expensive to operate than two smaller plants. All options should be carefully considered to ensure the most cost-efficient and feasible alternatives are implemented.

Figure 4.2: Water Treatment Gap Analysis



Based on this analysis, Newton County has adequate water supply and has the ability to construct adequate water treatment capacity to 2050 and possibly beyond. Walton County has adequate water supply capacity for well beyond 2050 but is in need of additional water treatment capacity in the near-term. Both Newton County and Walton County have worked together to provide water to customers for many years in a mutually beneficial arrangement; continuing that cooperation and collaboration allows both utilities to have adequate water supply and treatment through the planning horizon and beyond.

Section 5. Wastewater Flow Forecasts

The NCWSA and the Cities of Covington, Oxford, Porterdale and Mansfield have sewer systems. The City of Covington and NCWSA each operate a wastewater treatment facility, Covington and Yellow River Water Reclamation Facility (WRF), respectively. Treated effluent from both plants is land applied at their jointly owned and operated land application facility. The City of Porterdale, where the NCWSA Yellow River WRF is located, conveys wastewater for treatment at the Yellow River WRF. A portion of the City of Oxford's wastewater is conveyed to Yellow River WRF through NCWSA's sewer mains and the remainder to the Covington WRF for treatment. The City of Mansfield has an independent sewer system that conveys wastewater to a lagoon system for treatment. The permitted capacity of each treatment facility is presented in Table 5.1.

Table 5.1: Permitted Wastewater Treatment Capacity

Facility	Maximum Month Average Day Flow (MGD)
Covington WRF	5.6
NCWSA Yellow River WRF	3.2
Covington – NCWSA LAS	8.8
Mansfield WPCP	0.6

NCWSA's service area is further broken into sewer sheds, the majority of the service area is in the Yellow River basin with the eastern-most portion of the County located in the Little River basin (which is in the Oconee River basin).

Wastewater Metrics

Based on the discharge monitoring reports (DMRs) maintained at the Covington and NCWSA facilities for calendar years 2015, 2016 and 2017 as well as billing data information, metrics for wastewater generation were developed to forecast future flows. These metrics include flow statistics, sewer population estimates, inflow and infiltration estimates and per capita generation rates. These metrics are discussed below.

Flow Rates. Daily wastewater influent flow rates for both treatment facilities were reviewed for the period January 2015 to December 2017. From this data, the annual average day flow (AAD) and maximum month average day flow (MMADF) were calculated. The AAD flow is the amount of flow a facility receives on average over the course of the year. The MMAD flow is the average daily flow for the month with the highest volume of flow, which is also the metric used to permit treatment facilities. The peaking factor of the MMAD to AAD flow ratio is calculated to provide a way to estimate the future MMAD flow rates. Table 5.2 provides a summary of the wastewater flow rates and peaking factors, along with annual rainfall.

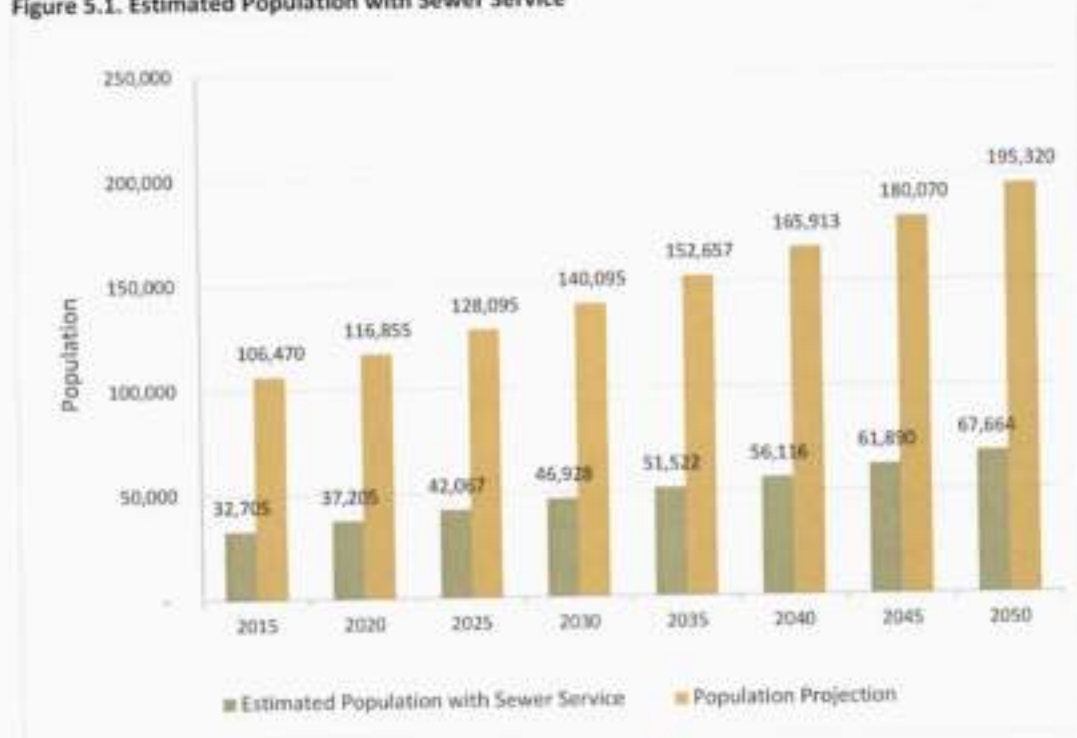
Table 5.2: Flows to Treatment Facilities (MGD)

Year	Covington WRF (MGD)		NCWSA Yellow River WRF (MGD)		Land Application System (MGD)		Total Rainfall
	AAD	MMAD	AAD	MMAD	AAD	MMAD	Inches
2015	2.22	3.29	2.08	2.92	4.17	5.25	74.0
2016	1.48	3.03	2.04	2.60	4.15	5.16	34.3
2017	2.11	2.59	2.04	2.19	4.16	4.61	62.4

Note: AAD = Annual Average Day; MMAD = Maximum Month Average Day

Sewered Population Estimate. The number of residential sewer customers is estimated based on the water billing data for year 2015. Multiplying the estimated number of residential customers wastewater service by the number of people per household (2.65 based on census data for Newton County), yields the estimated population with sewer service, as shown in Figure 5.1. Dividing the sewered population by the total population provides an estimate of people with sewer service, or percent served. Using the base year of 2015, approximately, 31% of people in Newton County have sewer service. Residents without sewer access use on-site septic tanks to manage wastewater.

Figure 5.1. Estimated Population with Sewer Service



Wastewater Generation Rate. For the base year of 2015, the combined population served by the Covington WRF and NCWSA’s Yellow River WRF is estimated to be 39,411. The flow received at these two facilities in 2015 averaged 4.3 MGD, resulting in a total per person wastewater generation rate of 132 gpcd.

I/I Estimate. Inflow and Infiltration (I/I) is common to all sewer systems and includes surface or groundwater that enters the sewer system, through a variety of means including broken or cracked pipes, illicit connections or improperly closed or missing manhole covers. To estimate the I/I in the NCWSA system, the total flows to the Yellow River WRF were compared to the sewer customer billing data provided by NCWSA. The estimated I/I is likely slightly inflated as the actual flows from Porterdale and Oxford that flow to Yellow River WRF were not available. With an estimated wastewater flow contribution from Porterdale included in the above calculation, the I/I percentage drops to 18%. It is likely that the typical I/I portion is in the 20% range for NCWSA. The billing data provided by the Cities was not comprehensive enough for I/I evaluations. As a result, and to be conservative in flow estimates, the I/I rate of 30% was applied to all sewer systems in Newton County.

Table 5.3: Inflow/Infiltration Estimate

NCWSA	2015	2016	2017	3-yr Average
Yellow River WRF Flow (MGD)	2.08	2.04	2.04	2.05
Billed Sewer (MGD)	1.40	1.50	1.46	1.45
Estimated I/I	0.68	0.54	0.58	0.60
% I/I	33%	26%	28%	29%

Based on this data, a residential per capita rate with I/I was estimated for use in projecting future wastewater flows. This rate is 63 gpcd without I/I and 81 gpcd with I/I.

The rain response is evident in graphs depicting flow to the Covington and Yellow River WRF along with daily rainfall, shown in Appendix A. During the wet year of 2015 and average year of 2017, the rain dependent I/I presents a consistent response. However, in the dry year of 2016, the response time is much longer, if at all due to a lower groundwater table.

Forecasting Wastewater Flows

The wastewater flow forecasts combine the elements of land use, population forecasts and flow metrics to establish wastewater needs through 2050. The following tables and charts provide an overview of the forecast. Growth in the Eastern portion of the County, located in the Little River watershed, is expected to occur due to the large megasite development opportunities. To manage flow in this area, NCWSA is in the process of developing a new wastewater treatment facility; currently NCWSA services this area by means of pumping to its Yellow River WRF.

To forecast future flows, the residential per capita rate of 60 gpcd is applied to the future served population. The Commercial, Industrial and Institutional component is estimated based on land use and as a percentage of the residential flow rates. I/I is added to the residential and non-residential flow rates with a reduction from 30% in 2020 to 20% by 2050. Like the water demand forecasts, an uncertainty factor is also included in the wastewater flows to account for changes in the economy or the weather. Finally, a Commercial/Industrial reserve is established for each service area so that additional capacity is available to take advantage of economic development opportunities. The reserve is estimated based on a percentage of flow, ranging from 4% in 2020 to 15% in 2050. As seen in the summary Table 5.4, the total per capita rate is

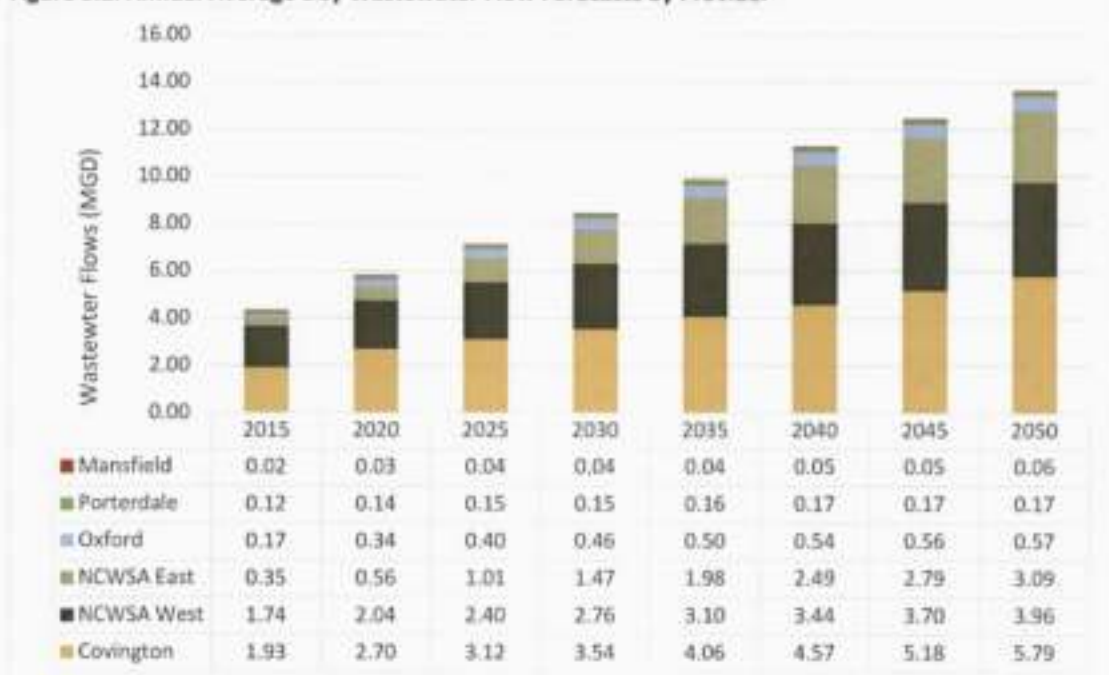
increasing as a result of the industrial reserve capacity as well as increases in overall non-residential wastewater.

Table 5.4: Wastewater Flow Forecast Metrics

	2015	2020	2030	2040	2050
Residential Per Capita Rate (gpcd)	62	60	60	60	60
Inflow/Infiltration	30%	30%	27%	24%	20%
Uncertainty Factor	-	4%	7%	10%	13%
Industrial Reserve (% of total demand)	-	5%	10%	15%	15%
Total Per Capita Rate (gpcd)	132	156	180	201	202

Figure 5.2 presents the wastewater flow forecast summary by provider.

Figure 5.2: Annual Average Day Wastewater Flow Forecasts by Provider



Wastewater Treatment Capacity

The maximum month average daily flow is the flow rate used for permitting treatment facilities. For comparison to the treatment capacity at each of the treatment facilities, the average day demand that is conveyed to each facility was multiplied by the peaking factor to estimate the future MMAD flows.

For ease of evaluation, it is assumed that all flow generated in from the City of Oxford is treated at the Covington WRF, while in reality, a portion of Oxford's wastewater is conveyed to NCWSA's system and treated at the Yellow River WRF. Porterdale's wastewater is conveyed to Yellow River WRF for treatment. Treated effluent from both the Covington and Yellow River WRF's is land applied at their jointly owned Land Application System (LAS)

Currently, the flow generated in the Little River watershed, located in the Eastern most portion of the NCWSA's service area, is pumped to the Yellow River WRF for treatment. However, this area will be served by the new Little River WRF, which is planned to be operational by 2022. The Little River WRF will discharge reclaimed water to the Little River.

Table 5.5 presents the MMAD flow generated in each treatment facility's service area.

Table 5.5: Flow Forecasts by Treatment Service Area

Service Area	Maximum Month Average Day Flow Forecasts (MGD)							
	2015	2020	2025	2030	2035	2040	2045	2050
Covington WRF (Covington & Oxford)	2.8	4.0	4.6	5.3	6.0	6.8	7.6	8.4
Yellow River WRF (NCWSA West & Porterdale)	2.5	2.9	3.4	3.9	4.3	4.8	5.1	5.4
Little River WRF (NCWSA East)	0.4	0.7	1.2	1.8	2.4	3.0	3.4	3.7
Mansfield WPCP	0.03	0.04	0.05	0.06	0.06	0.07	0.07	0.08

Notes: 1. LAS peaking factor is 1.25 while WRFs have a peaking factor of 1.44, 2. Currently, flows generated in the Little River WRF service area are pumped to Yellow River WRF for treatment; the Little River WRF is on-line in 2022.

Comparing the expected flows generated in each basin to the capacity of the treatment facility provides insight as to when and where additional capacity may be required. A number of factors influence the timing of additional capacity, including economic vitality, population growth and industrial development. With this in mind, the charts presented in this section provide guidance; however, planning for capacity expansions should begin when average daily flows consistently exceed 70% to 80% of the plant's design capacity. Figures 5.3 through 5.5 present the maximum month average daily flow compared to the permitted and planned capacities for the Covington WRF, Yellow River WRF and the Little River WRF.

Figure 5.3 Covington WRF Comparison of Flow Forecasts to Treatment Capacity

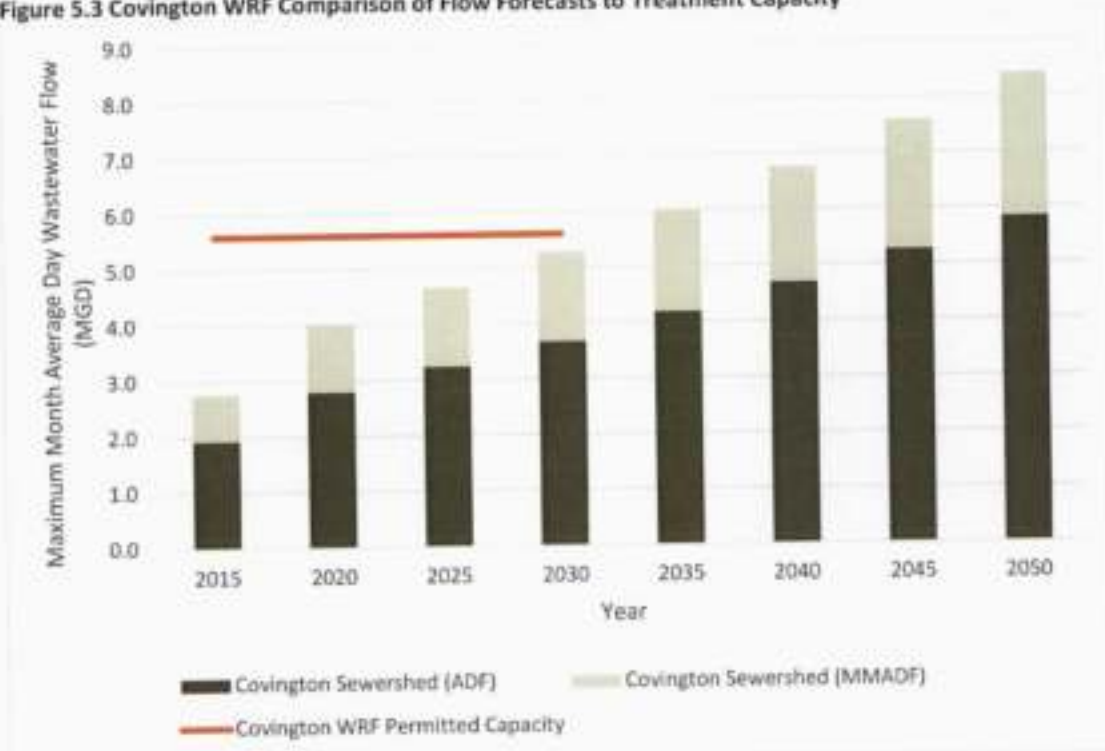
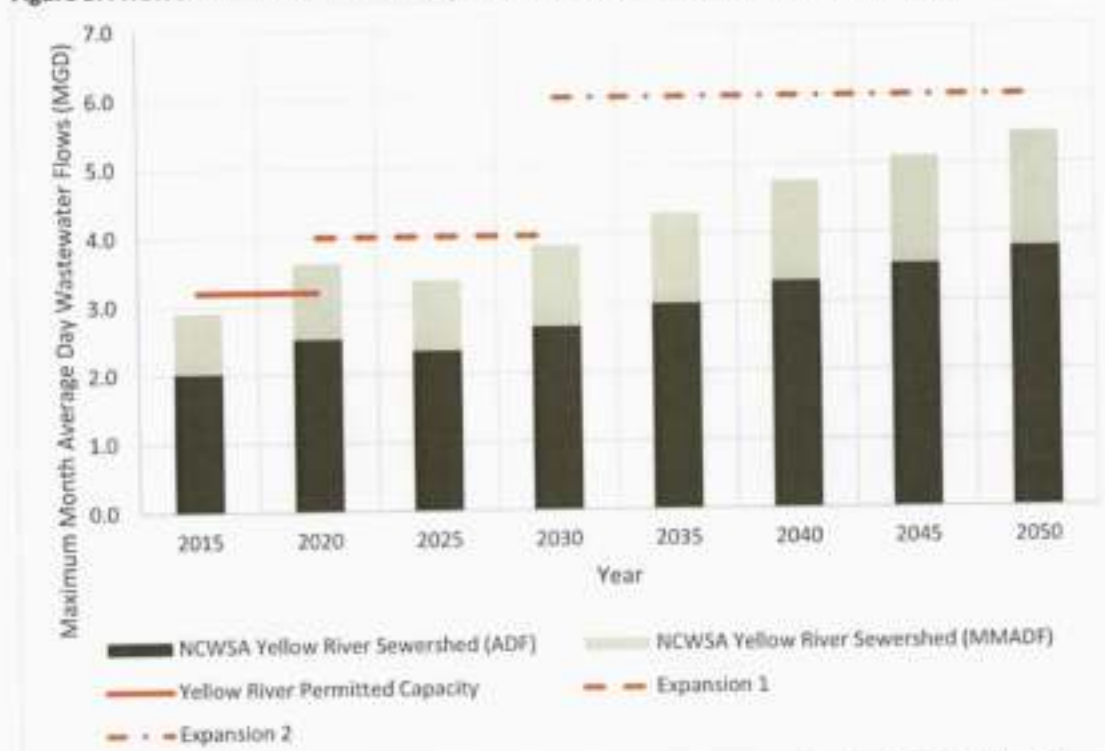


Figure 5.4 NCWSA Yellow River WRF Comparison of Flow Forecasts to Treatment Capacity



Note: Flows from the NCWSA East service area are currently being pumped to the NCWSA Yellow River WRF; by 2022 that flow is anticipated to be treated at the Little River WRF, which results in a decrease in flows to the Yellow River WRF as shown in 2025.

As seen in Figure 5.3, the Covington WRF is expected to have adequate capacity through 2030 after which additional capacity may be necessary to meet the City's future needs. The NCWSA's Yellow River WRF has a planned expansion to 4.0 MGD that is expected to on-line by 2020. As seen in Figure 5.4, the Yellow River WRF may require additional capacity by 2030 to 6.0 MGD, which will be sufficient through the end of the planning period.

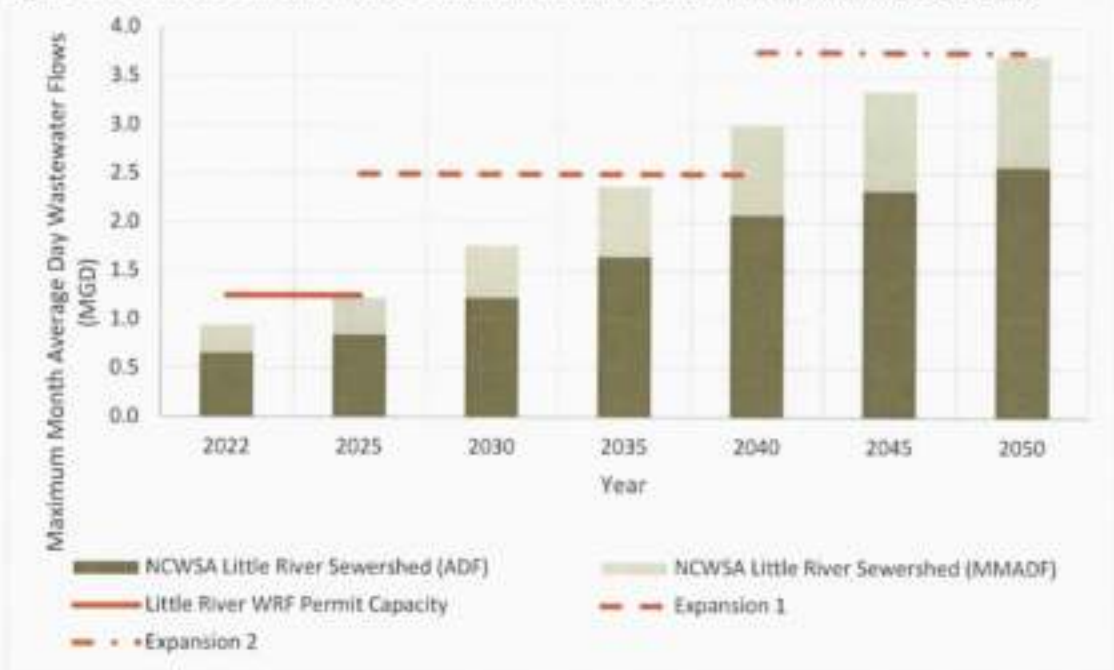
Treated effluent from the Covington WRF and the Yellow River WRF is conveyed to the LAS facility for land application. This facility has a current average day capacity of 8.8 MGD. Covington owns 5.6 MGD of the LAS capacity while NCWSA owns the remaining 3.2 MGD. NCWSA purchased an adjacent tract of land to develop an additional land application field to expand their discharge capacity by 1.23 MGD; NCWSA's future LAS capacity is 4.4 MGD. Based on average day flow forecasts for the Covington WRF sewershed, the Covington portion of the LAS should be sufficient through 2045 and 2050. At 2050, Covington's average day flows are forecast to 5.8 MGD, which is 0.2 MGD more than the available land application capacity. NCWSA's Yellow River WRF sewershed average day flow is forecast to be 3.8 MGD in 2050, which is below its total capacity at the LAS.

If the land application approach to effluent management is preferred long-term, additional land will be needed. An approach to maintain the LAS and expand capacity is to add drip irrigation to the buffer areas of the LAS. The previous study of the LAS, conducted by Carter & Sloope in 2012 as part of the City of Covington's Wastewater Master Plan, indicates that approximately 810 acres in buffer areas that could possibly be repurposed for drip irrigation, resulting in a 1-MGD increase in capacity.

An alternative approach is a stream discharge. The current regulatory climate encourages the return of reclaimed water to streams. The City of Covington and NCWSA received a wasteload allocation from EPD in 2007, which was extended in which the two utilities each would be allowed to discharge 4.4 MGD to the Yellow River.

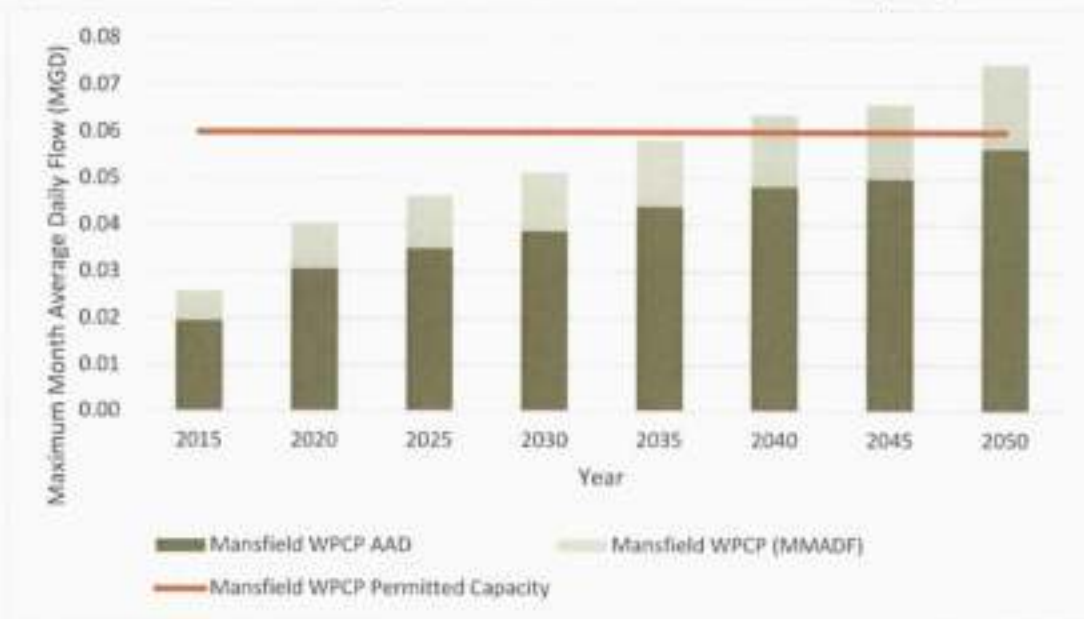
Currently, the area on the eastern-most portion of the County that is within the NCWSA's sewer service area has its wastewater conveyed to and treated by the Yellow River WRF. By 2022, the Little River WRF is expected to be in operation and the flow pumped to Yellow River WRF will be treated at this facility and discharged to the Little River. Figure 5.5 presents the projected wastewater flows for the Little River WRF sewershed compared to the treatment capacity. As seen in Figure 5.5, the initial treatment capacity of 1.25 MGD is expected to be nearly consumed by 2025. An increase in permitted treatment capacity to 2.5 MGD is recommended which will provide treatment through 2035 to 2040. A third expansion is recommended by 2040 to 3.75 MGD which will provide capacity through the planning period.

Figure 5.5: NCWSA Little River WRF Comparison of Flow Forecasts to Treatment Capacity



The City of Mansfield owns and operates a 0.06 MGD wastewater treatment facility with an aerated lagoon and surface water discharge to Pittman Branch, in the Oconee River Basin. The City provides service to customers within the City’s service area, which generally aligns with the City Limits. The projected wastewater flows for the City compared to the treatment capacity are shown in Figure 5.6. As seen in the Figure, additional capacity may be required by 2040 if the City expands its sewer collection system and allows additional connections to the system.

Figure 5.6: Mansfield WPCP Comparison of Flow Forecasts to Treatment Capacity



Appendix A

Figure A.1: 2015 Daily Wastewater Flows to WRFs and Recorded Rainfall

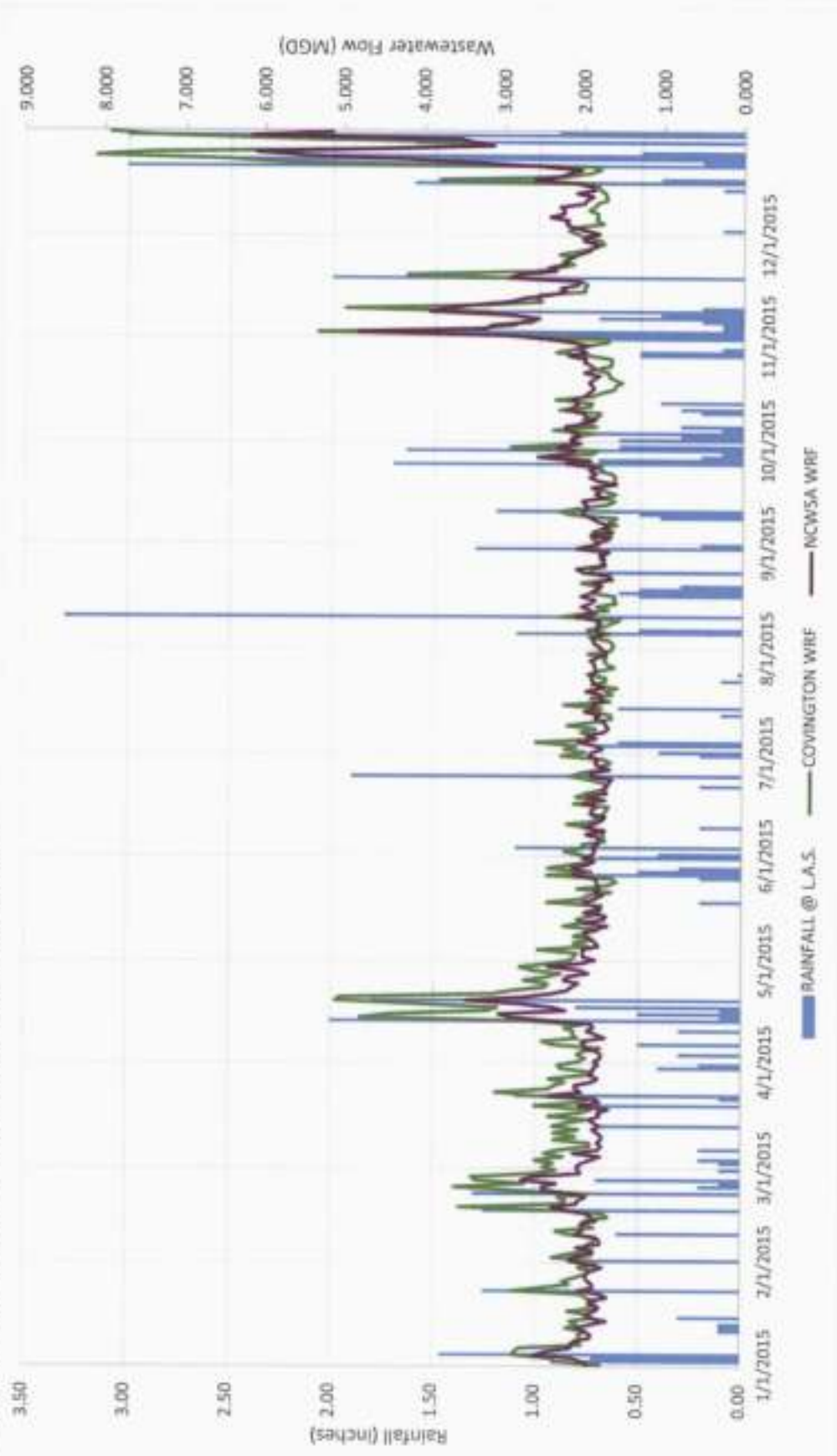


Figure A.2: 2016 Daily Wastewater Flows to WRFs and Recorded Rainfall

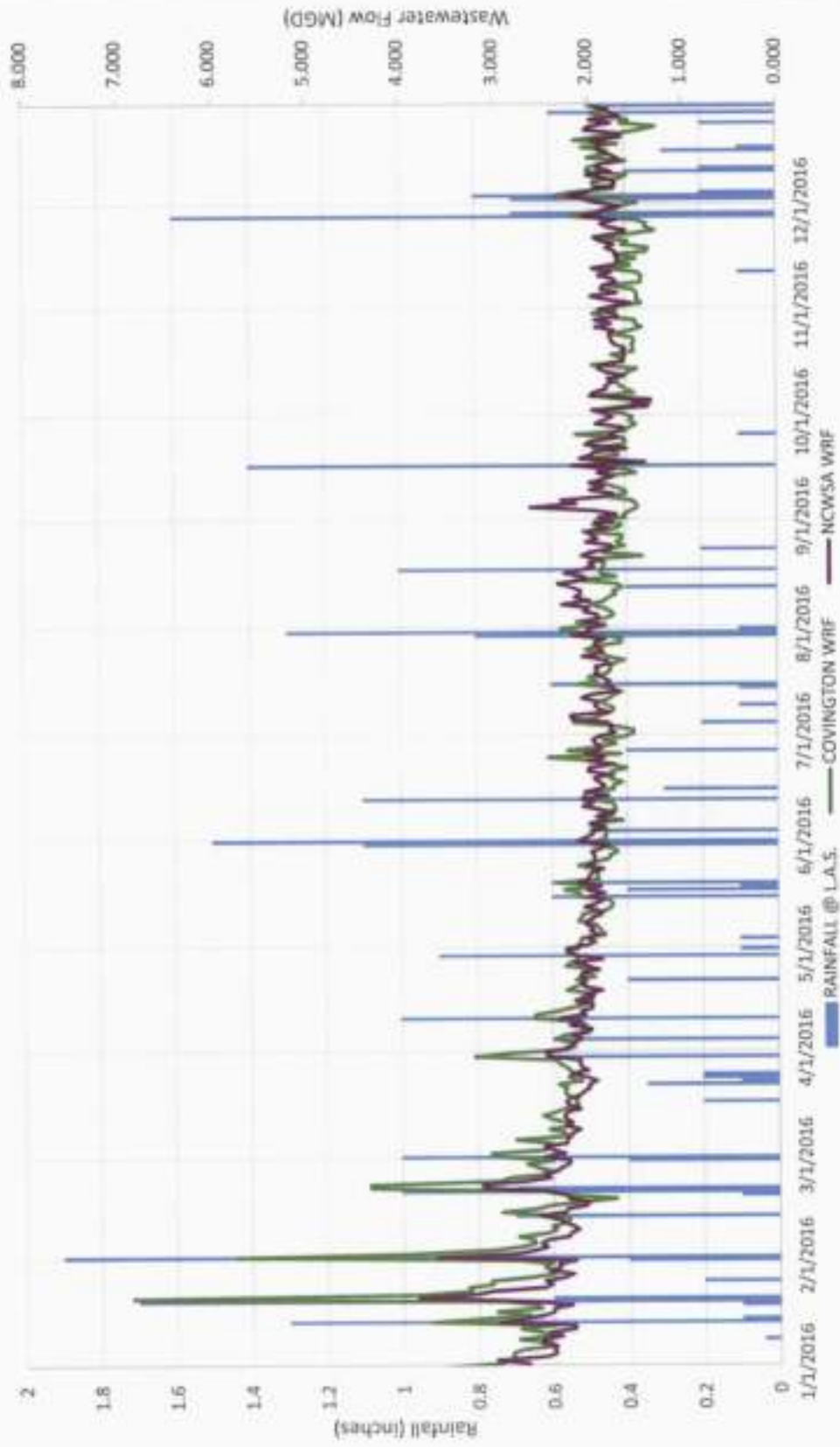
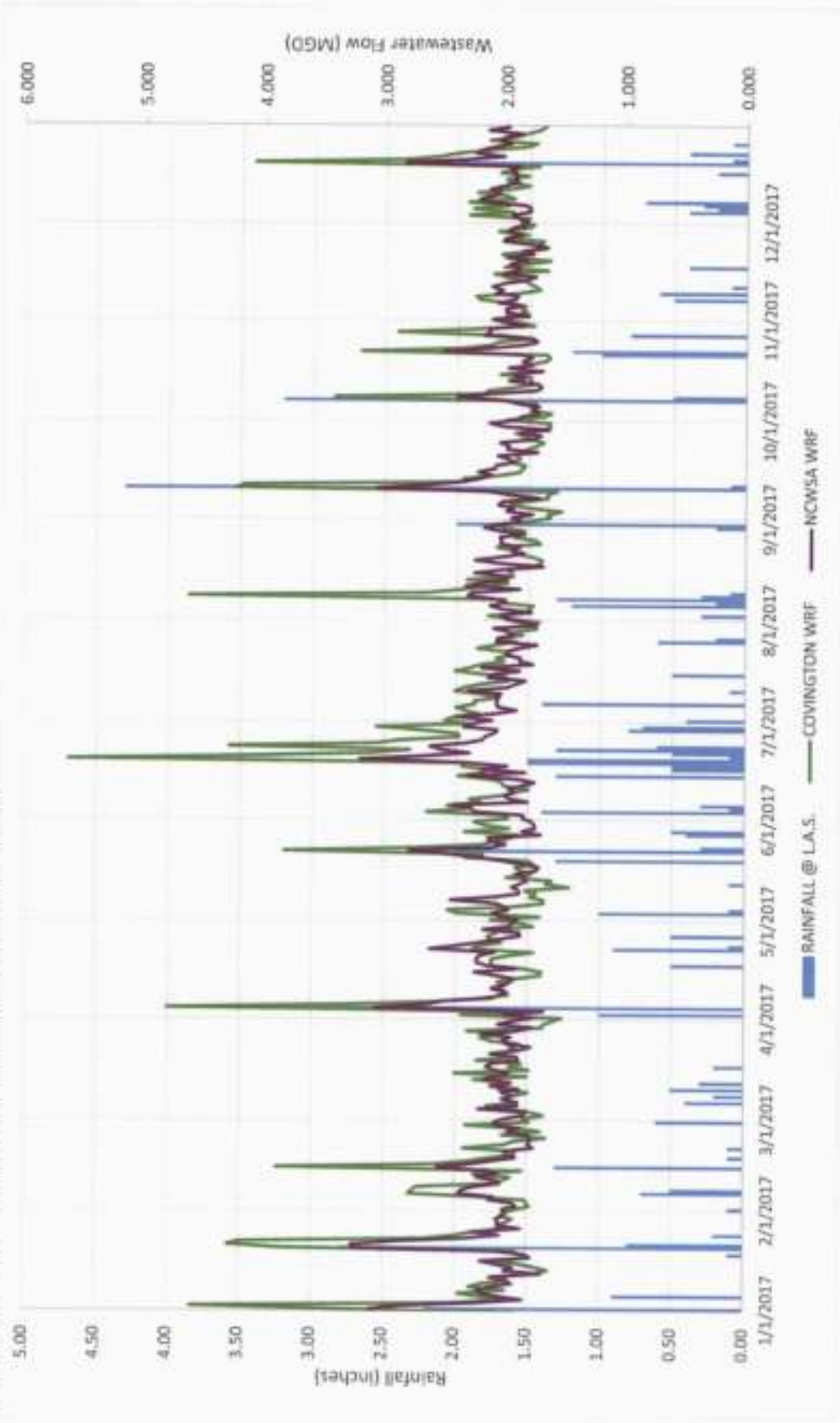


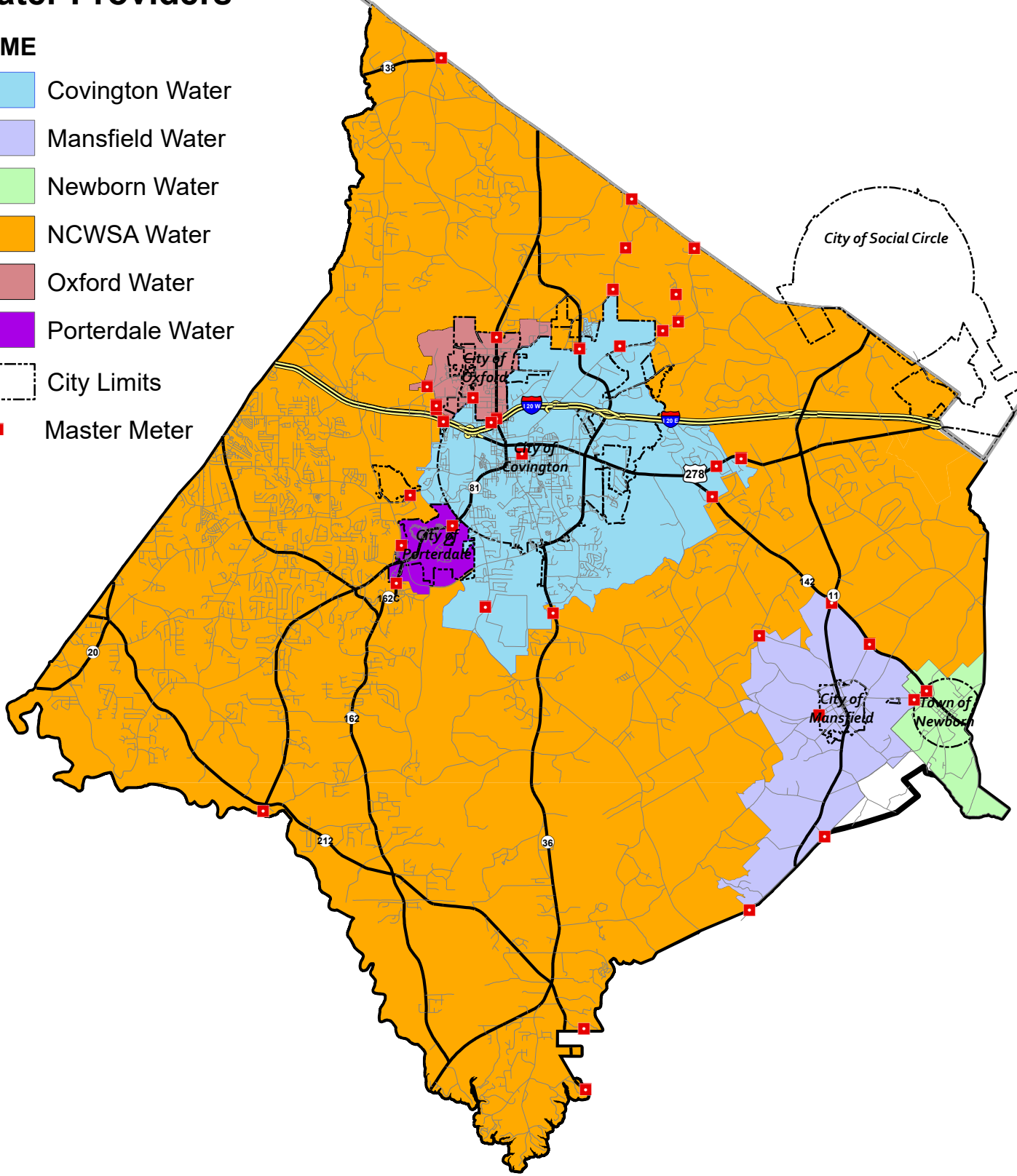
Figure A.3: 2017 Daily Wastewater Flows to WRFs and Recorded Rainfall



Water Providers

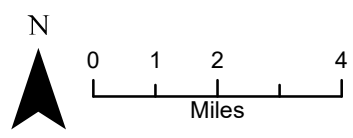
NAME

- Covington Water
- Mansfield Water
- Newborn Water
- NCWSA Water
- Oxford Water
- Porterdale Water
- City Limits
- Master Meter



Water Service Areas Newton County 2020

Newton County, City of Covington, and all other entities involved in the GIS mapping process hereby disclaim any warranty or any other liability for the accuracy of this data, whether in printed or digital format. All data provided by said entities is for informational/planning purposes only and may not be relied upon as evidence of the location of property lines, topographical features, landmarks, monuments or for any other legal purpose. Any questions about the GIS mapping process can be answered by calling Newton County/City of Covington GIS at 678-625-1620.



**Arthur M. Vinson and Laurie T. Vinson
903 Asbury St.,
Oxford, Georgia 30054**

May 27, 2020

**Application for Variance
To Waive Side Setback requirements on an Existing Non-Conforming Structure**

Summary – In 1995 a quaint and architecturally appropriate 14' X 18' timber frame accessory building was constructed on what is now our property. This structure was situated between 4 and 5 feet from the side boundary on the north edge of our property. We seek a waiver of the 10' setback requirement so that the building is considered "conforming."

Application requirements per Sec. 40-711, Oxford Code of Ordinances:

1. Application Fee – N/A
2. Application Form- N/A
3. Metes and bounds legal description of the property; See Appendix A
4. Boundary survey plat of the property; in the case where a building or structure was already constructed and requires a setback variance, the boundary survey shall include as-built placement of the building or structure for which the setback is requested to be varied. See Appendix B
5. Letter of intent describing the regulations to be varied (specific sections and the amount of numerical variation sought), and including analysis of how the proposed development compares favorably with one or more of the criteria for granting variances as established in this section; See Appendix C
6. If pertaining to future development, a site plan of the property and proposed development shall be submitted at an appropriate engineering scale showing the proposed use and relevant information regarding the variance request. Site plans must show information as reasonably required by the Zoning Administrator. – N / A

Additional Items:

1. Letter of Support from adjoining property owners - See Appendix D
2. Development Permit Application – Submitted under separate cover

Appendix A

Metes and bounds legal description of 903 Asbury Street

All that tract or parcel of land lying and being in the Town of Oxford, Newton County, Georgia, being described as follows: Beginning at a point at the northwest intersection of George Street and Asbury Street; thence running due west 139.9 feet to an iron pin and property now or formerly belonging to J. Williams; thence running north 09 degrees 28 minutes west along property now or formerly belonging to J. Williams, a distance of 198 feet to the property now or formerly belonging to Cline; thence running due east 210 feet along property now or formerly belonging to Cline to the west side of Asbury Street; thence running south 09 degrees 28 minutes west a distance of 198 feet to the point of beginning.

Appendix B



Appendix C

Letter of Intent

1. Regulations to be varied (specific sections and the amount of numerical variation sought),
 - a. Section 40-524(b): *Setback*. Accessory buildings, unless otherwise specifically provided, shall be located a minimum of ten feet from any side or rear property line.
 - i. **We seek a variance to a. above as the existing setback is between 4 and 5 feet and relocation of the structure is not practical.**
2. Analysis of how the proposed development compares favorably with one or more of the criteria for granting variances as established in this section.
 - a. Section 40-714; Applicable Criteria for Variance Request. One or more of the following criteria may be considered applicable or potentially applicable:
 - (1) There are extraordinary and exceptional conditions or practical difficulties pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district. **There are practical difficulties associated with moving the structure 6 feet further away from the property line; a mature pecan tree would be sacrificed, and the heavy equipment required to move the structure would severely damage the landscaping and hardscaping.**
 - (2) A literal interpretation of the provisions of this chapter would effectively deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.
 - (3) Granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located. **Granting this variance does not hinder a similar request by any other property owner faced with the same dilemma.**
 - (4) The requested variance will be in harmony with the purpose and intent of this chapter and will not be injurious to the neighborhood or to the general welfare. **This variance will be in harmony with the neighborhood as the subject structure has been part of the neighborhood for 25 years and is stylistically compatible with the main structure on our property.**
 - (5) The special circumstances are not the result of the actions of the applicant. **This non-compliance existed when we purchased the property in 2017.**
 - (6) The variance requested is the minimum variance that will make possible the proposed use of the land, building, or structure in the zoning district in which the development is located. **We have considered a number of alternate approaches to bringing the structure into compliance and they all have significant disadvantages – potential loss of tree cover, creating imbalance of the symmetry of the lot and its topography, high cost, and potential damage to the building through moving.**

We respectfully request your favorable consideration of this variance.

Thank you,

s/ Arthur M Vinson

s/ Laurie T Vinson

Appendix D

To Whom It May Concern

I am writing in support of the request by Art Vinson for a setback variance for the outbuilding behind his home at 903 Asbury St, which adjoins my now owned property at 203 W Clark St, Oxford. I have just purchased this property (May 14, 2020) from the estate of my mother, Grace Dearing Budd, who passed away last year. She had that home built ca 1989, and I am in the process of moving into the home.

I also write as one long familiar with the properties in question as I was a regular visitor in my mother's home, was born (1941 in Huson Hospital), and grew up in Oxford and attended Oxford College, as did my father and grandfather. I was actually in Mr Vinson's outbuilding in question (or it's predecessor) on occasion in the 1950s. At various points over the years, I personally knew occupants of nearly all homes in that entire block encompassing Wesley St, West Clark St, Asbury St, and bordered on the south by Emory College. That would include Pierce and Marie Cline, Mary Bates, the Williams family who once owned Mr Vinson's home, the "Jiggs" Williams family who lived on Wesley St behind the now Vinson home, the home most recently occupied by Peggy Cobb, and the home replaced by the new cafeteria that housed a number of Emory professors. I have visited in every one of those houses except what I recall as the Mitchell house, now torn down, directly across Asbury from Allen Memorial.

I have respect for history and tradition, and decided to return to my roots in Oxford largely for that reason. Notably, the structure in question literally affects no property boundary other than the one my wife and I now own. And I accept and support the history of the property, and therefore endorse the request by Art Vinson for a variance. My wife Cheryl L Budd is in agreement.

Joseph D. Budd 304-445-5337 681-368-7598 850-615-1234 (best number until about June 10)

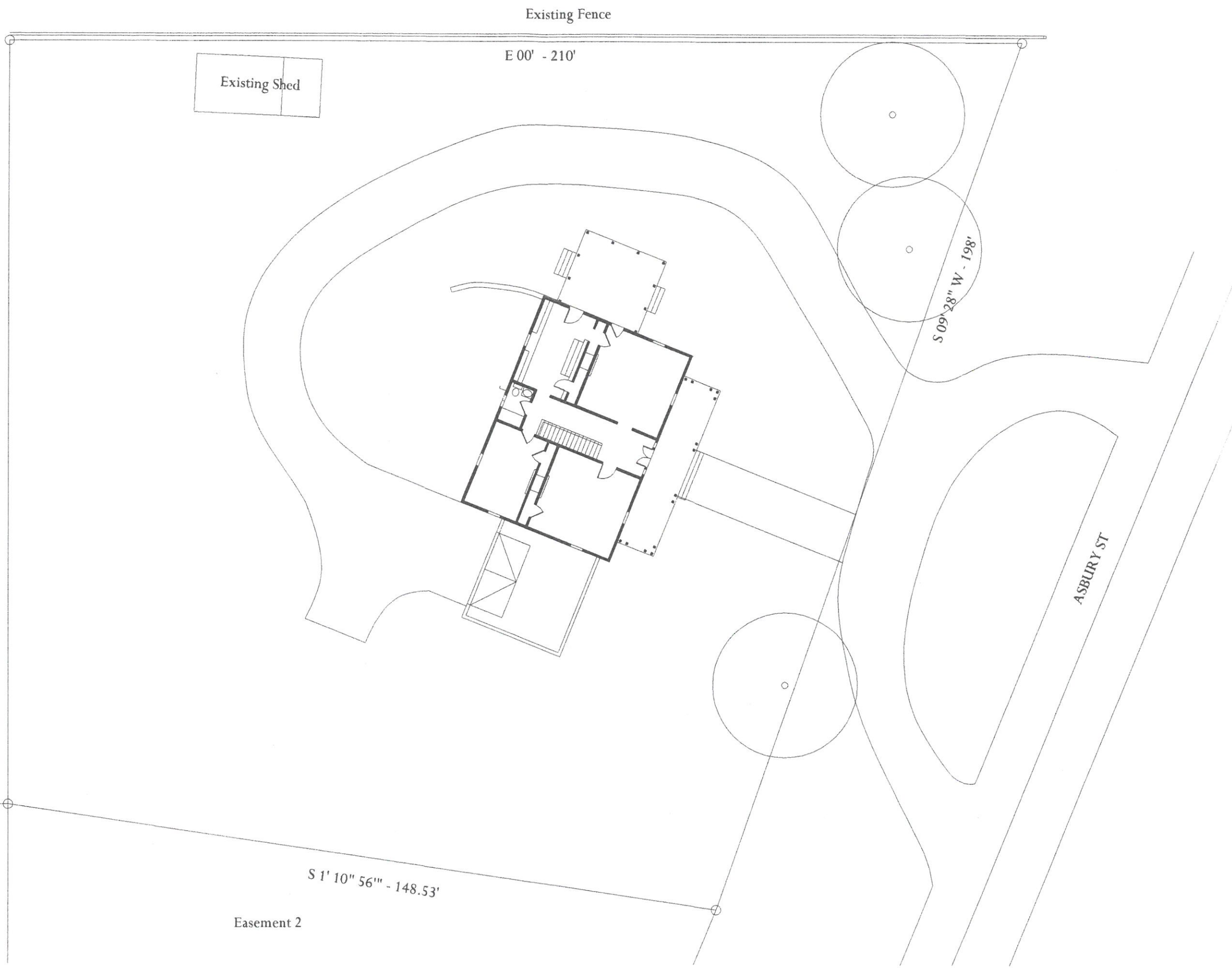
Cheryl L. Budd

903 Asbury St., Oxford, Georgia
Site Plan for Art & Laurie Vinson

February 12, 2020
Randy Vinson

Scale: 1" = 20'

N 09' 28" W - 198'





DEVELOPMENT PERMIT APPLICATION

This is **NOT** a Building Permit but, is a requirement for an application to the City of Oxford Building Inspector for the appropriate required Building Permit. All items must be completed, or marked N/A. See the attached Checklist. The completed form must be submitted 10 days before the next meeting of the Planning Commission.

GENERAL INFORMATION

Name of Applicant: Arthur & Laurie Vinson Date of Application: 6/2/2018
 Address of Applicant: 903 Asbury St Oxford
 Telephone # (s) of Applicant: 404 312 9048
 Address / Subdivision / Lot# / Parcel#(s) where the proposed work will occur (list all): 903 Asbury St Rear Accessory Building
 Owner of above location(s): Arthur & Laurie Vinson
 Name of General Contractor (if different from Applicant): _____

Type of work: New building Addition Alteration Renovation Repair Moving
 Land Disturbance Demolition Other

Type of dwelling: Single Family Multi-family Included Apartment Number of units: Accessory Structure X

Briefly describe the proposed work: Install electrical service in accessory building

Does the proposed work change the footprint (ground outline) of any existing structures? YES NO

Does the proposed work add a structure(s)? YES NO

List additions to: Heated Sq.ft. 0 Unheated Sq.ft. 0 Garage Sq.ft. 0 New Sq.ft. 0

Is the above lot in the Special Flood Hazard Area on FEMA's Flood Insurance Rate Map? Yes No
 (Map available from City Clerk)

ZONING DISTRICT (the setback requirements and the zoning map are available from the City Clerk)

Zoning District R 30

Setback Requirements:

Front setback 10 ft. Side setback 10 ft. Rear setback 10 ft.

Minimum required lot width at building line 100 ft.

** Variance request pending*

MECHANICAL INFORMATION (if utility work is included in the proposed work)

A) Sewerage: Is there a change? Yes No City Sewer Septic If so, describe: _____

B) Water Supply: Is there a change? Yes No City Water Well If so, describe: _____

C) Number of Restrooms (Commercial): Is there a change? Yes No Full Half If so, describe: _____

D) Number of Baths (Residential): Is there a change? Yes No Full Half If so, describe: _____

E) Heating: Is there a change? Yes No Electric Gas Oil Propane Other If so, describe: _____

F) Electrical: number of outlets TBD

STRUCTURAL INFORMATION

Type of Foundation: Moveable Pier & Footer Slab on grade Basement Other


Type of Construction: Frame Masonry Structural Insulated Panel Insulated Concrete Form
 Panelized Industrialized Manufactured **Timber Frame**

SITE PLAN DRAWINGS (required for changes to the footprint of existing structures)

- A) Attach an accurate scale drawing or copy of official plat showing shape, size, dimensions, and location of the lot. Note the Zoning District on all drawings.
- B) Show the applicable minimum setback lines on all drawings, and the dimensions from the existing and proposed structure(s) to the lot lines.
- C) Attach a dimensioned drawing, showing the location of any proposed work that changes, or adds to the footprint of any structure(s) on the site.
- D) The following dimensions below **MUST** be included on the drawings:

Width of lot at proposed work location	___ feet	Width of new work	___ feet
Depth of lot at proposed work location	___ feet	Length of new work	___ feet
Height of new work ___ feet (the maximum habitable area is 35' above grade for R districts; 45' in PI districts)			

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW IT TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THE TYPE OF WORK WILL BE FOLLOWED. GRANTING OF PLANNING APPROVAL DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL ORDINANCE OR REGULATION REGARDING CONSTRUCTION, OR THE PERFORMANCE OF CONSTRUCTION.

 _____
Signature of Applicant *6/2/2020*

----- OFFICIAL USE ONLY ----- **DEVELOPMENT PERMIT**

Date Received by Zoning Administrator: _____
Date Reviewed by the Planning Commission: _____

The proposed work contemplated by this application meets the appropriate development standards for the Zoning District noted above. **This is not a building permit in Oxford.**

Approved by: _____ Date: _____
 Planning Commission

Development approval is hereby issued, and the applicant is authorized to apply for a building permit with the City of Oxford Building Inspector. **This Development Approval expires six months from the date issued.**

Issued by: _____ Date: _____
 Zoning Administrator

NOTE: This document must be accompanied by all supporting documentation, also signed by the Planning Commission, for consideration by the City of Oxford Building Inspector for a building permit. (Form October, 2018)

CITY OF OXFORD PUBLIC HEARING REQUEST FOR VARIANCE

The City Council of the City of Oxford will conduct a public hearing on Monday, July 6th at 7:00 PM. The purpose is to consider a request for a zoning variance from Art and Laurie Vinson on the 10-foot minimum side setback requirement to allow for improvements to an existing non-conforming 14' x 18' accessory building located at 903 Asbury Street.

The public hearing will be held via teleconference. A link will be posted on the city's website for those interested in joining the via the internet. To join via telephone, please call 1-646-558-8656. The meeting ID is 825 460 3975.

For additional information, please contact the City Clerk at 770-786-7004.

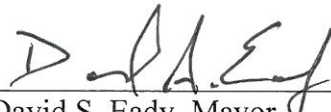
RESOLUTION
CITY OF OXFORD/COUNTY OF NEWTON

BE IT RESOLVED by the Mayor and City Council of the City of Oxford that David S. Eady is hereby appointed to serve as this City's voting delegate on the Municipal Electric Authority of Georgia's Election Committee, with authority to cast all votes to which this City is entitled. James Windham is appointed as alternate voting delegate.


This sixth day of July, 2020.

CITY OF OXFORD

ATTEST:



David S. Eady, Mayor



Marcia Brooks, City Clerk

