

## **INTERGOVERNMENTAL AGREEMENT FOR SEWERAGE BILLING**

This Intergovernmental Agreement for Sewerage Billing (hereinafter “IGA”) is entered by the Board of Commissioners of Walton County (hereinafter “Walton County”) and the City of Walnut Grove, Georgia (hereinafter “Walnut Grove” and, collectively with Walton County, the “Parties”) on this \_\_\_ day of \_\_\_\_\_, 2021.

### **WITNESSETH**

WHEREAS, Walton County is a political subdivision of the State of Georgia;

WHEREAS, Walnut Grove is a municipal corporation of the State of Georgia located within Walton County;

WHEREAS, Walton County provides water service within its geographic limits, including within Walnut Grove, and issues bills to the consumers of said water service;

WHEREAS, Walnut Grove provides sewerage service within its service area (hereinafter “Walnut Grove Sewerage Service Area”);

WHEREAS, all sewerage customers within the Walnut Grove Sewerage Service Area receive water service from Walton County;

WHEREAS, Walnut Grove establishes sewerage rates for the Walnut Grove Sewerage Service Area;

WHEREAS, Walnut Grove desires for Walton County to include on water bills issued to addresses within the Walnut Grove Sewerage Service Area billing for sewerage service provided by Walnut Grove therein, and to receive payments for such service on behalf of Walnut Grove, and Walton County is willing to provide said service;

NOW WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **1. Sewerage Service Rates and Service Agreements.**

Walnut Grove shall establish the rates for sewerage services it provides within the Walnut Grove Sewerage Service area and shall enter into appropriate service agreements with all customers to which it provides sewerage service within the Walnut Grove Sewerage Service Area. Walnut Grove shall, within 30 days after the effective date of this IGA, provide to Walton County: (1) copies of all current service agreements for sewerage service Walnut Grove provides within the Walnut Grove Sewerage Service Area and (2) the rates that Walnut Grove charges for sewerage services to customers within the Walnut Grove Sewerage Service Area, and the basis for the calculation thereof. Walnut Grove will continue to process applications and enter service agreements with customers for sewer service within the Walnut Grove Sewerage Service Area. Walnut Grove will provide said service agreements to Walton County within ten days after the same are entered. Walnut Grove will notify Walton County in writing of any cancellation of a

service agreement within ten (10) days after such cancellation. All service agreements for sewerage service within the Walnut Grove Sewerage Service Area shall provide that failure to timely pay amounts billed for sewerage service at an address may result in the discontinuation of water service and sewerage service at that address, even if the water bill for such address is current.

**2. Billing for Sewerage Service.**

Walton County shall calculate on a monthly basis the amount due from each address within the Walnut Grove Sewerage Service Area for sewerage service provided by Walnut Grove. The water bills issued by Walton County to addresses within the Walnut Grove Sewerage Service Area shall include as a separate line item the charge for sewerage service provided to said addresses by Walnut Grove for said billing month.

**3. Service Charge**

To compensate Walton County for the billing service provided hereunder, Walton County shall be entitled to a monthly service charge of \$1.00 or 3 percent of the amount billed for sewerage service, whichever is greater, for each account for which it provides sewerage billing service hereunder.

**4. Payments for Sewerage Service.**

Walton County shall receive payments for sewerage service provided by Walnut Grove within the Walnut Grove Sewerage Service Area. Walton County shall each month remit to Walnut Grove the amounts paid to Walton County for Walnut Grove sewerage service. Walton County shall deduct from the amount to be remitted the total service charge to which it is entitled pursuant to Section 3, above.

**5. Insufficient Payments.**

When a customer in the Walnut Grove Sewerage Area remits to Walton County a payment which is less than the sum of the amount that said customer owes for water service and sewerage service, the amount remitted shall be applied first to the amount owed for water service and then to sewerage service. Walton County shall provide to Walnut Grove a monthly list of customers in the Walnut Grove Sewerage Service Area whose monthly payment, if any, was insufficient to pay for the full amount owed for sewerage service.

**6. Termination of Sewerage Service.**

When Walnut Grove terminates sewerage service to a customer, it shall notify both the terminated customer and Walton County of such termination. Walton County shall include on water bills issued to such customer during the three subsequent billing cycles a notification that Walnut Grove has terminated sewerage service to said customer and a statement of the final balance owed, if any, for sewerage service to such customer.

**7. Term.**

This IGA shall have a term of five years, beginning with the effective date hereof. This IGA may be cancelled by either party by giving the other party 120 days prior written notice.

**8. Choice of Law.**

This IGA shall be governed by Georgia law.

**9. Notices.**

Notices shall be sent by United States certified mail, return receipt requested, overnight delivery, or by electronic mail, and shall be effective when received. Notices shall be addressed as follows:

**As to Walton County:**

Chairman David G. Thompson  
Walton County Board of Commissioners  
111 S. Broad Street  
Monroe, Georgia 30655  
davidg.thompson@co.walton.ga.us

**With a copy to:**

Morris Jordan, Director  
Walton County Water Department  
P.O. Box 880  
2171 Hwy 81 SW  
Loganville, Georgia 30052  
morris.jordan@co.walton.ga.us

**As to Walnut Grove:**

Mayor Mark Moore  
Walnut Grove City Hall  
2582 Leone Avenue  
Walnut Grove, Georgia 30052  
Email: \_\_\_\_\_

**10. Section Headings.**

The section headings provided herein are for convenience only and shall confer no substantive rights on either party hereto.

**11. Counterparts.**

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

IN WITNESS WHEREOF, the Parties hereto have executed this IGA as of the date first above written.

**WALTON COUNTY, GEORGIA**

\_\_\_\_\_  
**By: DAVID G. THOMPSON**  
**Chairman**  
**Walton County Board of Commissioners**

**Attest:** \_\_\_\_\_  
**RHONDA HAWK**  
**Walton County Clerk**

**WALNUT GROVE, GEORGIA**

\_\_\_\_\_  
**By: MARK MOORE**  
**Mayor**

**Attest:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_