

# **Coweta County Water & Sewerage Authority**

## **Meeting Agenda**

Wednesday, March 27, 2024

Board Room

Meeting Time: 9:00 A.M.

<b><u>Approx Time</u></b>	<b><u>Agenda Item</u></b>	<b><u>Presenter</u></b>
9:00 a.m.	Call to order	Chairman Bartlett
	Pledge of Allegiance	
	Invocation	
	Approval of minutes from the March 6, 2024 meeting	
	<u>Business</u>	
	Adoption of Bond Resolution Authorizing Issuance of 2024 Revenue Bonds	Trey Monroe/Jay Boren
	Approval of Memorandum of Understanding with Middle Chattahoochee Regional Water and Sewer Authority	Jay Boren
	Update on Operations	Rick Jones
	Update on Human Resources	Mandy Sledd
	Update on Customer Care/Information Technology	Alan Sibley
	Monthly Report	Roger Dawson

### **Agenda Additions:**

Executive Session

Litigation / Real Estate/ Personnel

Adjournment

**Next Board Meeting Wednesday, April 24, 2024 at 9:00AM**

COUNTY OF COWETA  
STATE OF GEORGIA

MEMORANDUM OF UNDERSTANDING BETWEEN THE MIDDLE CHATTAHOOCHEE  
REGIONAL WATER AND SEWER AUTHORITY AND THE  
COWETA COUNTY WATER AND SEWERAGE AUTHORITY FOR THE  
PROVISION OF WATER SERVICES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") entered this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the Middle Chattahoochee Regional Water and Sewer Authority, a body corporate and politic, acting by and through its Board of Directors (hereinafter referred to as "MCRWASA"), and the Coweta County Water and Sewerage Authority, a body corporate and politic, acting by and through its Board of Directors (hereinafter referred to as "CCWASA") (with both MCRWASA and CCWASA collectively herein referred to as the "Parties"), for the purpose of CCWASA providing potable water to MCRWASA under the terms and conditions contained herein.

WITNESSETH:

WHEREAS, MCRWASA is a municipal regional water and sewer authority created in 2000 by the General Assembly for the State of Georgia through Local Act No. 540. 2000 Ga. L. 3739. MCRWASA's membership consists of the cities of Union City, Fairburn, and Palmetto; and

WHEREAS, CCWASA is a water and sewer authority created in 2001 by the General Assembly for the State of Georgia through Local Act No. 12. 2001 Ga. L. 3539. CCWASA primarily serves Coweta County; and

WHEREAS, MCRWASA has a water withdrawal permit for 11.4 million gallons a day ("mgd") from the Chattahoochee River (#060-1291-10) but does not have the required intake and water treatment constructed at this time; and

WHEREAS, MCRWASA has worked diligently over the years to produce a source of potable water to provide to the residents of its member cities, but, as of this date, MCRWASA has no water to provide to its member cities; and

WHEREAS, CCWASA has recently received a withdrawal permit which will allow CCWASA to continue to provide potable water to Coweta County, but the additional water source will allow CCWASA to provide water to nearby jurisdictions; and

WHEREAS, MCRWASA has a need for a potable water source for its member cities and desires to evaluate the feasibility of the purchase of potable water from CCWASA; and

WHEREAS, CCWASA has sufficient water supply to enable it to sell potable water to the MCRWASA.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the aforesaid premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by MCRWASA and CCWASA, MCRWASA and CCWASA hereby agree as follows:

I.

MCRWASA

MCRWASA is comprised of the cities of Union City, Fairburn, and Palmetto. The aggregate volume of potable water needed for these three cities in the near term is 6 mgd. MCRWASA agrees to charge its professional staff to work with the professional staff of CCWASA to determine the overall strategy to implement the provision of potable water from CCWASA to MCRWASA. MCRWASA desires to enter into an intergovernmental agreement with CCWASA which will satisfy the potable water needs of its member cities for an extended duration, potentially up to 50 years, subject to an agreement on terms with CCWASA.

2.

CCWASA

CCWASA has the capacity to supply the near term potable water needs to MCRWASA with its three member cities. However, substantial infrastructure investments are necessary to pipe the water to a point agreed upon by the Parties where MCRWASA will be responsible to ensure the member cities receive the water. CCWASA agrees to charge its professional staff to work with the professional staff of MCRWASA to determine the overall strategy to implement the provision of potable water from CCWASA to MCRWASA. CCWASA desires to enter into an intergovernmental agreement with MCRWASA which will provide the potable water needs of MCRWASA for an extended duration, potentially up to 50 years subject to agreement on terms with MCRWASA.

3.

The Parties

CCWASA intends to evaluate the use of its recently obtained water withdrawal permit from the Chattahoochee River to satisfy the demands of MCRWASA. CCWASA and MCRWASA agree to work together in the evaluation of design and construction of the infrastructure necessary to supply water to MCRWASA. CCWASA and MCRWASA further agree to jointly evaluate the design and construction of the infrastructure needed to convey the potable water from the treatment facility to a point where MCRWASA will deliver the potable water to its member cities.

CCWASA and MCRWASA also understand that MCRWASA has withdrawal permits from the Chattahoochee River in the names of its three member cities. This withdrawal point is northerly from the aforesaid withdrawal point for CCWASA. CCWASA and MCRWASA will

work cooperatively to determine if these additional withdrawal permits may be utilized in such a way for the benefit of the Parties.

4.

Notices

Notices pursuant to this MOU shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (a) MCRWASA: Ms. Sonja Fillingame, Chair  
Middle Chattahoochee Regional Water and Sewer Authority  
5047 Union Street  
Union City, Georgia 30291
- (b) CCWASA: Jay Boren, CEO  
Coweta County Water and Sewerage Authority  
545 Corinth Road  
Newnan, Georgia 30263

Notice shall be deemed given as of the date of the deposit of such written notice in the course of transmission in the United States Postal Service.

5.

MISCELLANEOUS

- (a) Integration. This MOU sets forth and establishes the entire understanding between MCRWASA and CCWASA relating to the agreement to cooperate with the design and construction of the infrastructure necessary for the provision of adequate potable water. Any prior discussions or representations by or between the Parties are merged into this MOU. Any amendments shall be in writing, agreed to by both Parties, and made a part of this MOU.
- (b) Binding Effect. This MOU shall be binding on MCRWASA and CCWASA as well as their heirs, assigns, executors, personal representatives and successors in interest.

(a) Effective Date. This MOU shall become effective upon its joint execution by the Parties.

(b) Severability. If any provision, or any portion thereof, contained in this MOU is held unlawful, invalid or unenforceable, the remainder of this MOU, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The Parties agree to immediately renegotiate any part or provision in this MOU rendered or declared invalid.

(c) Headings. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of this MOU.

(d) Number of Original Documents. It is agreed between the parties that this MOU shall be executed in two or more originals, all of which shall constitute one and the same document, and any one of which may be used for any purpose for which an original executed document may be used.

(e) Assignment of MOU. This MOU shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this MOU; provided, however, that neither this MOU nor any interest herein shall be transferred or assigned by either of the Parties hereto except with the consent in writing of the other, which consent shall not be unreasonably withheld. No assignment or transfer of this MOU without consent shall relieve either of the Parties hereto of any obligation hereunder.

(f) Intergovernmental Agreement. The Parties hereto agree that this MOU is an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

IN WITNESS WHEREOF, the parties have caused their hands and seals to be affixed  
hereon as of the date first above written.

MIDDLE CHATTAHOOCHEE REGIONAL  
WATER AND SEWER AUTHORITY

(SEAL)

By: \_\_\_\_\_  
SONJA FILLINGAME, Chair

ATTEST:

By: \_\_\_\_\_  
Jessica Davis, Clerk

COWETA COUNTY WATER AND SEWERAGE  
AUTHORITY

(SEAL)

By: \_\_\_\_\_  
[Laurie Bartlett, Chairman](#)

ATTEST:

By: \_\_\_\_\_  
[Larry Kay, Secretary](#)