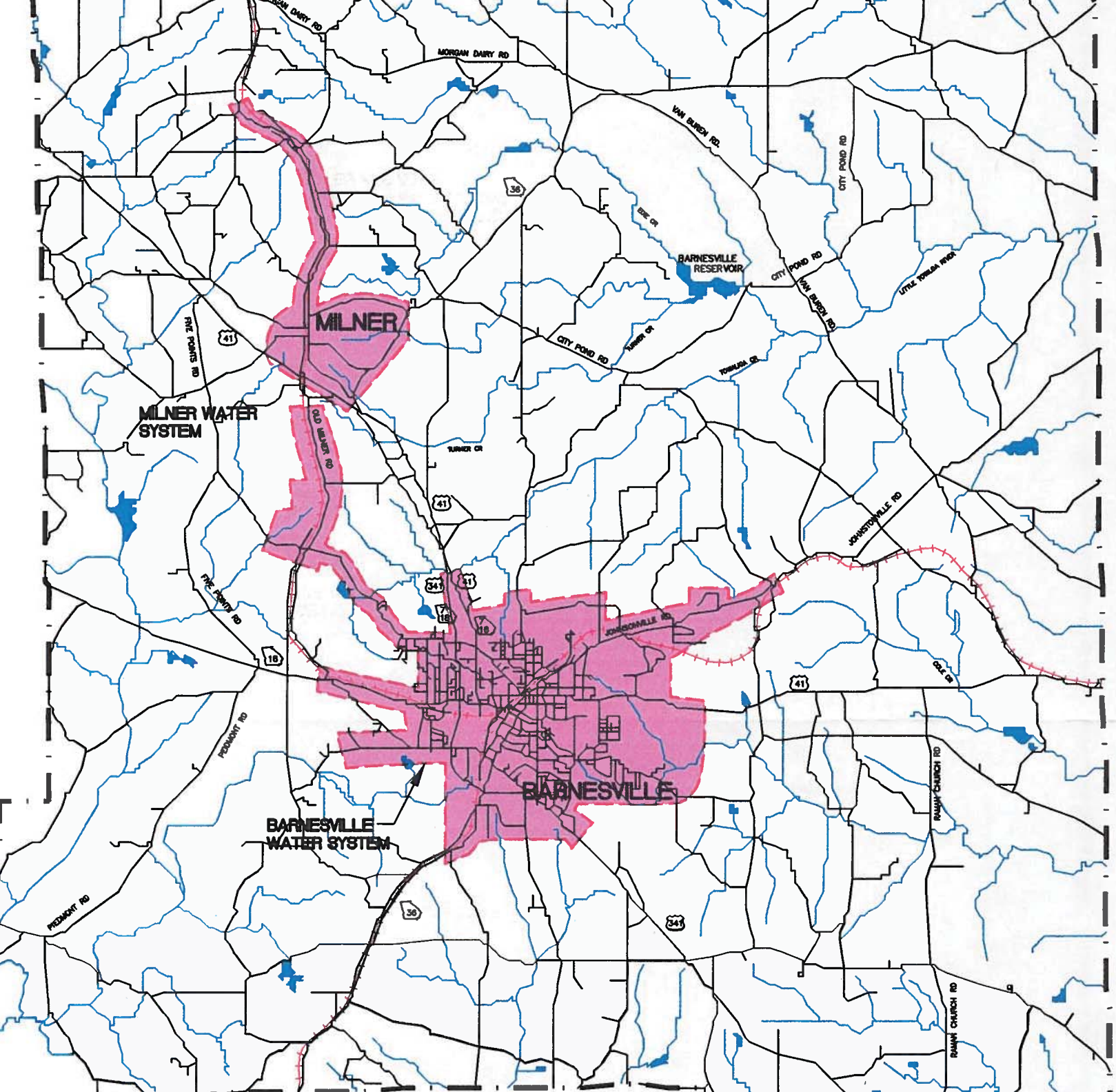


WATER & SEWER SERVICE AREA
 BARNESVILLE, CITY OF MILNER AND LAMAR CO.

revised 11-17-05

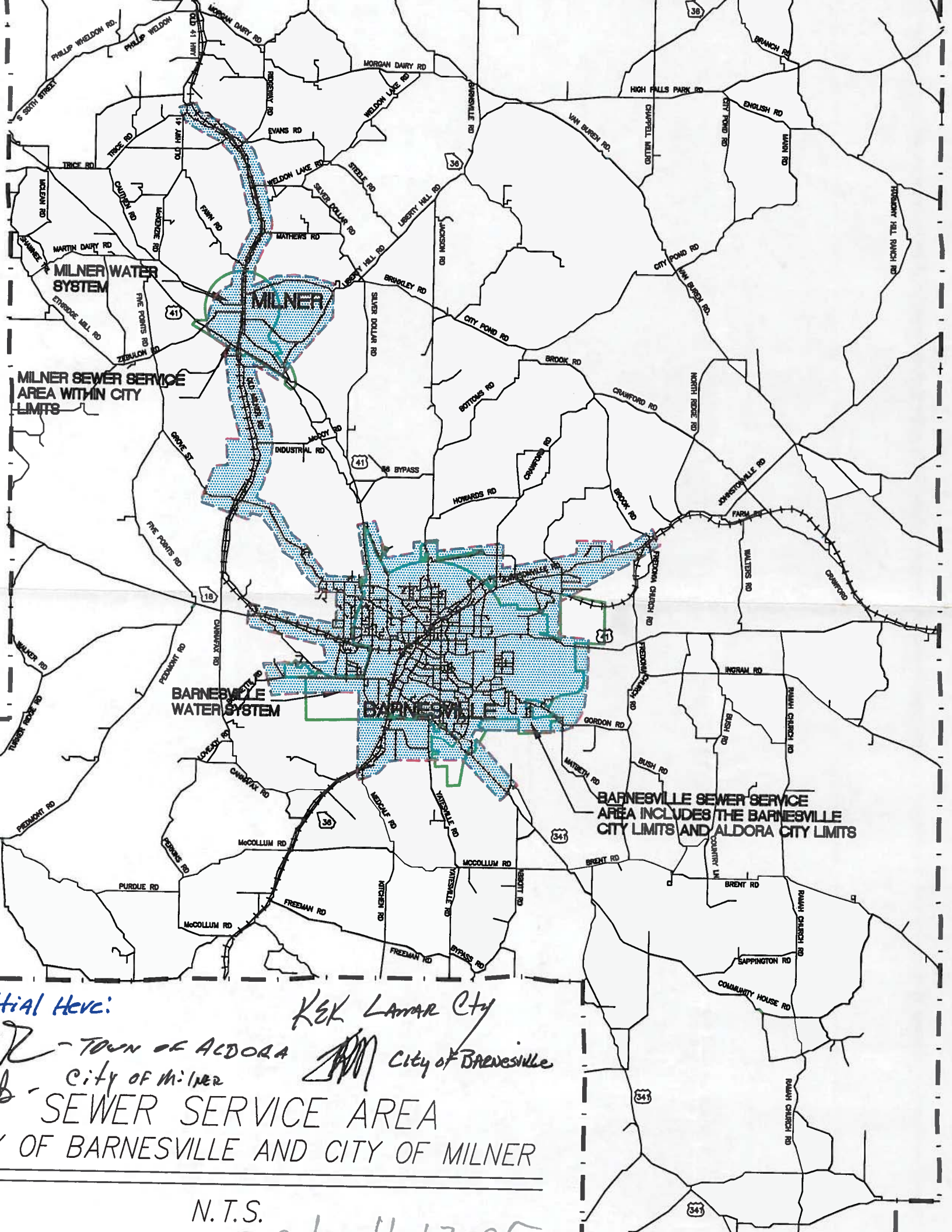




ALL NON SHADED AREAS ARE NOT SERVED BY ANY PUBLIC WATER SYSTEM PROVIDER.

revised 11-17-05





Trial Here:
 K&K Lamar City
 - Town of Aldora
 City of Milner
 - SEWER SERVICE AREA
 OF BARNESVILLE AND CITY OF MILNER

N.T.S.

WATER SALE AND PURCHASE CONTRACT

THIS AGREEMENT, made and entered into this 12th day of November, 2001, by and between the CITY OF BARNESVILLE, GEORGIA, a political subdivision of the State of Georgia (hereinafter called "City"), and the LAMAR COUNTY WATER & SEWER AUTHORITY (hereinafter called "Authority").

WITNESSETH:

WHEREAS, the City owns and operates a Raw Water Reservoir, Water Purification Plant, and Water Distribution System within the city limits of the City and in certain portions of Lamar County, Georgia; and

WHEREAS, the Authority is developing a water system to supply the water needs of Lamar County, Georgia; and

WHEREAS, the City desires to sell potable water to the Authority; and

WHEREAS, the Authority desires to purchase potable water from the City; and

WHEREAS, by Resolution dated November 12, 2001, the Mayor and Council of the City adopted a Resolution authorizing the Mayor and City Clerk to execute this Contract; and

WHEREAS, by Resolution dated August 15, 2001, the Authority authorized its Chairman to execute this Contract.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter stated, it is agreed as follows:

1.

The Authority shall have the right to connect onto the City's water distribution lines at the locations listed in Exhibit "A" hereto attached, and at such other locations that would enhance the water distribution in Lamar County by the Authority.

2.

The Authority shall install, operate, and maintain metering equipment, at its own expense, at each of said locations. The Authority further agrees to calibrate the metering equipment as requested by the City, but not more frequently than once every twelve (12) months by a professional firm approved by the City.

3.

Said meters shall be read at each metering point by the City and the Authority beginning at 10:00 a.m. on the first Monday of each month after the installation thereof. The meter readings will be verified by representatives from each entity. The City shall bill to the Authority, on a monthly basis, all water registered by the meters except in the case of a meter that has stopped or malfunctioned. In which case the City and the Authority shall mutually agree upon an estimated amount due.

4.

The City shall deliver to the Authority, at its expense, at the aforesaid metering points, treated potable water meeting applicable purity standards set by the State of Georgia, Environmental Protection Division, in such quantities as may be required by the Authority, not to exceed one million (1,000,000) gallons per day. When the Authority reaches a peak demand of 750,000 gallons per day, the City agrees to renegotiate the amount of water that can be purchased on a daily basis.

5.

The City shall deliver the said water in accordance with the rate schedule set forth in Exhibit "B" hereto attached. Thereafter, the rate shall be established by the formula set forth in Exhibit "C" hereto attached.

6.

The Authority shall pay to the City, within twenty (20) days after the first Monday of each month, all funds due the City.

7.

The City shall provide:

- (a) At each metering point, a quantity of water under such pressures which meet all state and federal drinking water standards and
- (b) Provide all water sampling, testing, and reporting as required by the State of Georgia, United States of America, or any of their respective agencies.
- (c) The City, when requested by the Authority, shall also provide to the Authority and

to any governmental agency having jurisdiction over the same, all written reports that are relevant to the City's water system. Said documents shall be provided on a timely basis.

8.

- (a) The Authority shall be responsible for all testing and reporting of its water distribution system as required by the State of Georgia and the United States of America and any of their respective agencies.
- (b) In the event that the Authority should have a blockage, break, or other malfunction of their water system, the Authority shall promptly repair the same or, in the alternative, stop the flow of water until such time as the breakage can be repaired.
- (c) The Authority shall immediately notify the City of any conditions that may affect the City's water production and/or reservoir levels by demanding a twenty-five percent (25%) more increase in the Authority's daily average consumption.

9.

In agreement with the service delivery agreement entered into between the City of Barnesville and Lamar County as amended on the 12th day of November, 2001, the Authority shall provide water services to customers located in the unincorporated areas of Lamar County as provided herein except in those areas described herein and as shown in the relevant exhibits hereto.

10.

A. The City shall continue to provide water services to those customers that it is presently supplying in the unincorporated areas of Lamar County. The City may also serve all customers that are located on property owned by the City.

B. Except as hereafter provided the City shall provide water services to customers located in the unincorporated area of Lamar County whose property is located within the corridor hereinafter described. The City's existing water lines which are located in the unincorporated areas of Lamar County are shown on Exhibit "D" hereto attached and made a part hereof. Said corridor shall be three hundred feet (300') in width and shall be located on each side of a public road upon which the City maintains an existing water line as shown on Exhibit "D" hereto attached and made a part hereof. The corridor shall run parallel to the existing right-of-way lines of said road and shall be measured from the right-of-way lines of each of said roads.

C. The Authority shall have the right to run water transmission lines through, across or parallel to the City's existing water lines but shall not service customers located in said corridor except as hereafter provided.

D. The Authority shall have the right to construct water lines along roads that pass through the said corridor area which connect to a road upon which the City has an existing water line. If the Authority does construct said water line(s), then the Authority shall serve all customers located in the unincorporated area of Lamar County that is adjacent to the road upon which the water line was constructed that runs off the road upon which the City maintains an existing water line even though the customer is located in said corridor.

E. Notwithstanding the provisions of Paragraph 10.B., if any property located within said corridor is subdivided for commercial, residential or industrial purposes, the Authority shall provide water services to said customers. The term "sub-divided" shall mean the division of an existing tract of land into three (3) or more lots.

F. In the event the City elects not to serve customers located in the area described in Paragraph 10.B. above, the Authority shall have the right to serve said customers. The City shall make a determination within thirty (30) days of receipt of an application as to whether or not it will serve said customers.

11.

If, by reason for *force majeure*, any party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Contract, then if such party shall give written notice in full particulars of such *force majeure* to the other parties 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 acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders, refusals or denials of any required permit(s) of any kind from the government of the United States or the State of Georgia, or any agency thereof, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery,

pipelines, or inability on the part of the Authority to deliver water because of any of the above-stated instances, or Lamar County Water's inability to receive water because of any of the above-stated instances, or on account of any other causes not reasonably within the control of the party claiming such inability.

12.

All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States Mail and sent via Certified Mail, Return Receipt Requested, addressed as follows:

AS TO CITY:

Mayor
City of Barnesville
109 Forsyth Street
Barnesville, Georgia 30204

AS TO AUTHORITY:

Chairman
Lamar County Water & Sewerage Authority
P. O. Box 508
Barnesville, Georgia 30204

Either of the parties hereto may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this paragraph.

All emergency communications can be made directly to the respective supervisors or to the following emergency telephone numbers:

AS TO CITY:

Barnesville Police/Fire Dispatch
770-358-1234

AS TO AUTHORITY:

Lamar County Sheriff's Department
770-358-5159

13.

(A) The City shall indemnify and hold harmless the Authority and its members, officers, employees, agents, representatives, and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including, but not limited to, all expenses of litigation, court costs, penalties, and attorney's fees whatsoever of any kind or nature arising directly or indirectly from the negligence of the City, its agents, servants, employees, persons or entities engaged as independent contractors by the City and suppliers, provided; however, that the City shall not be required to indemnify for the following:

- (1) Acts or conduct by third parties, other than the Authority, its members, officers, employees, agents, representatives and volunteers, not under the control of the City, except for persons or entities engaged as independent contractors by the City;
- (2) Claims where the Authority has failed to give adequate prompt written notice thereof to the City;
- (3) Claims settled without the prior written consent of the City; or
- (4) Acts of intentional misconduct or negligence by the party to be indemnified..

(B) The Authority shall indemnify and hold harmless the City and the members of the City Council, its officers, employees, agents, representatives and volunteers from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including, but not limited to, all expenses of litigation, court costs, penalties, and attorney's fees whatsoever of any kind or nature, arising directly or indirectly from the negligence of the Authority, its agents, servants, employees,

persons or entities engaged as independent contractors by the Authority and suppliers, provided; however, that the Authority shall not be required to indemnify for the following:

- (1) Acts or conduct by third parties, other than the City and the members of the City Council, its officers, employees, agents, representatives and volunteers, not under the control of the Authority, except for persons or entities engaged as independent contractors by the Authority;
- (2) Claims where the City has failed to give adequate prompt written notice thereof to the Authority;
- (3) Claims settled without the prior written consent of the Authority; or
- (4) Acts of intentional misconduct or negligence by the party to be indemnified.

14.

This is an intergovernmental agreement as contemplated under Article IX, Section III, Paragraph I of the Constitution of Georgia 1983, and shall be governed as such. Said Agreement shall be of full force and effect for a period of fifty (50) years from date hereof.

15.

This Contract constitutes the sole and entire Agreement between the parties hereto and no modifications of this Contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

16.

In the event that either party should default under the terms of this Contract, or in the event that any representation, warranty or time requirement is not met by either party, the non-defaulting

party shall have the right to notify the defaulting party of the default(s). The defaulting party shall have thirty (30) days from receipt of the notice of default to cure the default(s). In the event that the default(s) is not cured within said time, the non-defaulting party shall have the right to terminate this contract and seek to recover any and all damages incurred as a result of the default(s). A waiver of a default or defaults or the nonenforcement of a default(s) will not act as a waiver of any subsequent default(s) and will not prevent the defaulting party from enforcing this agreement under the laws of the State of Georgia or terminating the contract and seeking damages therefore.

17.

This Contract shall be binding upon the undersigned, their members and successors in office.

18.

Should any phrase, clause, sentence or paragraph of this Contract be held invalid or unconstitutional, it shall have no effect upon the remaining provisions which shall remain in full force and effect.

19.

This contract shall become effective upon the execution of same by all parties.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Contract to be duly executed in two (2) counterparts, each of which shall constitute an original.

[Signatures on Page 11]

(SEAL)

CITY OF BARNESVILLE, GEORGIA

By: 

Mayor

ATTEST:


City Clerk

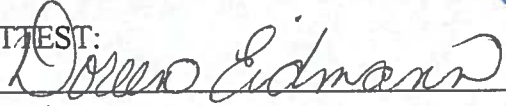
(SEAL)

LAMAR COUNTY WATER & SEWER
AUTHORITY

By: 

Chairman

ATTEST:


Secretary



**SERVICE DELIVERY STRATEGY
CERTIFICATIONS**

Instructions:

This page must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

SERVICE DELIVERY STRATEGY FOR Lamar COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
	James R. Matthews, Jr.	Mayor	City of Barnesville	11/12/01
	Joe Bostwick	Mayor	City of Milner	
	Dallis Copeland	Mayor	Town of Aldora	
	Kent Kingsley	Chairman	Lamar County	
	Richard McCreary	Chairman	Lamar County Water and Sewer Authority	