

HALL COUNTY/BRASELTON
SANITARY SEWER BILLING INTERGOVERNMENTAL
AGREEMENT

This AGREEMENT is made and entered into on this _____ day of _____, 20_____, between the **TOWN OF BRASELTON**, a municipal corporation of the State of Georgia by and through its duly authorized governing authority, the Braselton Town Council (hereinafter referred to as “Braselton”), and the **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia by and through its duly authorized governing authority, the Hall County Board of Commissioners (hereinafter referred to as “Hall County”), the purpose of which agreement is to set forth the responsibilities and obligations of each party as such concern the billing, collection and the transfer of monies received from customers utilizing the Braselton Water System and the Hall County Sanitary Sewer System. This agreement as it relates to such issues shall provide as follows:

WHEREAS, it is the policy of both Braselton and Hall County to provide water and sanitary sewer services to their citizens in the most cost-effective way and to ensure all users pay for their fair share of the services; and

WHEREAS, Braselton and Hall County have agreed to and have adopted specific Sanitary Sewer Service Districts pursuant to House Bill 489, (O.C.G.A. § 36-70-20 et.seq.); and

WHEREAS, Braselton and Hall County maintain on their respective staffs knowledgeable and professional personnel who supervise and provide for delivery of water and sanitary sewer services; and

WHEREAS, Hall County adopted a sewer fee schedule resolution on February 25, 2021 to codify sewer rates and a schedule of fee increases; and

WHEREAS, Braselton and Hall County desire to enter into an Agreement such that Braselton bills those Braselton water customers that receive Hall County sanitary sewer services the appropriate amounts for those services on a monthly basis, and remits the sanitary sewer amounts, less a service fee, to Hall County.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, it is agreed between Braselton and Hall County as follows:

1.

Braselton and Hall County have agreed to the designation of certain Sanitary Sewer Service Districts as set forth pursuant to House Bill 489, (O.C.G.A. § 36-70-20 et.seq.), a map of which is attached hereto and included as a part hereof and shall be designated Exhibit “A”.

2.

Residential, Multifamily, Commercial, and Industrial service users that are both Braselton water customers and Hall County sanitary sewer customers shall be governed by the current Braselton account servicing policies, fees, and fee structure as are Braselton sanitary sewer customers, with the exception of its commodity charge. Hall County may adopt whatever commodity charge it deems appropriate, but at no time shall such commodity charge be lower than that of Braselton. It is recognized said policies and fee shall change over time. These procedures and fees include, but are not limited to, applications for service, deposits, late fees, returned check fees, as well as adherence to the delinquency and collection policies. Additionally, at Hall County sole option, an additional “base charge” may be levied and collected by Braselton on Hall County’s behalf.

3.

The amounts Braselton bills, collects and remits to Hall County shall be for the sanitary sewer commodity charges, industrial pretreatment program (IPP) charges, as well as any additional base charge as outlined in Paragraph 2, above. Braselton shall verify such tap or connection fees are collected prior to establishing a water connection. Late fees, returned check fees, penalties, etc. are acknowledged by both Braselton and Hall County as the costs of collecting said sanitary sewer charges and are not to be remitted to Hall County as are the customer service charge, IPP and commodity charges for sanitary sewer service. Charges billed and collected by Braselton on Hall County’s behalf shall be paid to Hall County quarterly. Said charges shall be remitted not later than the fifteenth of the month following each calendar quarter.

4.

Hall County has adopted a sewer fee schedule outlining a commodity charge in their Ordinance that Braselton shall utilize to bill and collect sanitary sewer charges from those customers of Hall County’s sanitary sewer system that are also customers of Braselton’s water system. Notwithstanding anything stated in Paragraph 2, this commodity charge shall be applied to 100% of water consumed, as determined by the water meter.

5.

In exchange for the billing, collection and remittance of charges collected by Braselton on Hall County's behalf, Braselton shall retain three (3) percent of the amount billed and collected and remit the balance to Hall County. If Hall County approves any sewer adjustments after approval of this Agreement beyond Braselton's current policy for such adjustments, Braselton shall be notified by Hall County's Administrator, in writing, of those approved adjustments shall be deducted from the amounts remitted to Hall County.

6.

Hall County shall notify Braselton, in writing, of any rate, fee, or surcharge changes at least sixty (60) days prior to any said rate, fee, or surcharge changes, so as to allow Braselton sufficient time to effectuate such rate, fee or surcharge changes in its billing software and practices.

7.

It is acknowledged and understood Braselton will not be responsible for the operation and maintenance of the Hall County sanitary sewer collection system. Said operation and maintenance shall be performed by Hall County and shall include, but not be limited to, stream monitoring, facility repair, engineering, industrial pretreatment program, sewerage flow meter maintenance, permitting, and regulatory compliance.

8.

The term of this agreement shall commence as of the date of the execution of the agreement by the last party to sign same and shall continue until either party terminates the agreement but in no event shall such term exceed fifty (50) years from the date of execution hereof. Actual collection of the charges shall commence not more than one hundred eighty (180) days after the last party to sign this Agreement. The parties shall have the right to terminate this agreement: 1) upon mutual agreement; 2) upon the breach of the provisions of this agreement by the other if not corrected within thirty (30) days of written notice thereof; or 3) either party may terminate this agreement after providing not less than sixty (60) day's written notice. Termination shall relieve the parties of further performance under the agreement but notice of termination shall not relieve either party of obligations undertaken prior to receipt of such notice of termination and the parties shall be entitled to collect and remit any fees and charges collected prior to notice of termination. Any alterations of service delivery boundaries by virtue of a future Service Delivery Strategy Agreement shall be given full force and effect.

9.

Neither party hereto shall, without written consent of the other, assign or transfer this agreement or any right or obligations hereunder.

10.

The terms of this agreement shall not be altered, amended or modified except in writing signed by duly authorized officers or representatives of Braselton and Hall County.

11.

This agreement shall be construed under the laws of the State of Georgia.

12.

If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this agreement shall be declared invalid or unconstitutional by any court or competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to effect the portions of this agreement not held to be invalid. It is hereby declared to be the intent of Braselton and Hall County to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

Any notice or communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

Town of Braselton
Attn: Town Manager
P.O. Box 306
Braselton, Georgia 30517

Hall County Commission
Attn: County Administrator
P.O. Box 1435
Gainesville, Georgia 30503

or to such other address as either party may designate for itself by written notice to the other given from time to time, in the matter herein provided.

IN WITNESS WHEREOF, the parties hereto, by and through their Chief Executive Officers, have executed this agreement and date and year above.

TOWN OF BRASELTON, GEORGIA

HALL COUNTY, GEORGIA

By: _____
Mayor

By: _____
Chairman, Board of Commissioners

Attest: _____
Clerk

Attest: _____
County Clerk

Approved to form

Approved to Form

Town Attorney

County Attorney