



Agenda
City of Baldwin
Special Called Meeting
November 2nd, 2023

Baldwin Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

Call Meeting to Order

Public Hearing

Old Business

New Business

1. Consideration/Approval of Sewer Use Agreement
2. Consideration/Approval of Alto Fire Service IGA

Executive Session

Announcements

- a. City Offices will be closed on Friday, November 10th in observance of Veterans' Day.

Adjournment

SEWER USE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2023, by and between the CITY OF BALDWIN, a political subdivision of the State of Georgia (herein called “City”), as party in the first part and REVE SOLUTIONS, a Corporation of Fayetteville Georgia, (herein referred to as “Reve Solutions”) as party of the second part, (both City and Reve Solutions collectively referred to as the “**Parties**”):

WITNESSETH:

WHEREAS, the City Council of the City of Baldwin, Georgia as authorized by Art. IX, §II, III of the Constitution of the State of Georgia of 1983, and OCGA §36-35-3 to provide water and sewer services by way of utilities owned and operated by the City of Baldwin;

WHEREAS, the City has a permit for the operation of a publicly owned treatment works facility (POTW);

WHEREAS, Reve Solutions is seeking to create a partnership with the City in accepting the City’s waste sludge from their publicly owned treatment works and at an agreed upon rate;

WHEREAS, it is the intent of Reve Solutions to utilize the City’s waste sludge, the City’s wood chips, and dewatered septage to produce compost.

WHEREAS, Reve Solutions is a septic waste processing facility that desires to discharge processed wastewater to the publicly owned treatment works at an agreed upon rate;

WHEREAS, Reve Solutions is seeking to connect to the City’s water and sewer system in order to operate the septic waste processing facility and will pay all water and sewer connection and installation fees as outlined in the City’s Water and Sewer System Connection and Installation Fee Ordinance;

WHEREAS, the City has a Sewer Use Ordinance originally adopted in 1993, and amended in 2003, establishing regulations regarding the provision of sewer services to customers of the sewer service of the City of Baldwin, Georgia;

WHEREAS, the 2003 amendment provides for a surcharge as to certain “high strength” wastewater for parameters of biochemical oxygen demand, total suspended solids, ammonia nitrogen and total phosphorus;

WHEREAS, Reve Solutions intends to construct a septic waste processing facility on tract 2 of parcel 090020 leased from the City (the “Site”). Additionally, Reve Solutions will be submitting a pre-treatment permit application to the Georgia Environmental Protection Division (“EPD”) for the construction and operation of a system to meet

applicable regulatory standards prior to the discharge to the City's POTW at such time as the average monthly wastewater volume of the Reve Solutions wastewater equals or exceeds 25,000 gallons per day (GPD) or the wastewater discharged from Reve Solutions has a reasonable potential for adversely affecting the City's publicly owned treatment works. Until such time as Reve Solutions reaches the 25,000 gpd threshold or wastewater discharged from Reve Solutions has a reasonable potential for adversely affecting the City's publicly owned treatment works for State permitting, as determined in the sole discretion of the City, Reve Solutions will be subject to the jurisdiction and regulated by the aforementioned City Sewer Use Ordinance as is traditional for industrial discharges less than 25,000 gpd that do not have the potential to adversely impact the City's POTW.

NOW, THEREFORE, in consideration of the mutual representations, covenants, and agreements herein contained, and other good and valuable consideration, the receipt, adequacy, and sufficiency which are hereby acknowledged the Parties, intending to be legally bound, do hereby agree as follows:

1. This Agreement shall be effective on and after the date written above and shall continue in effect for an initial period of five (5) years from that date, and shall terminate without further obligation on the part of the City at the end of the initial five (5) year term; provided, however, that within six (6) months prior to the termination date of the initial term hereof, the parties may contract to extend the Agreement pursuant to Paragraph 19, below.

2. Reve Solutions acknowledges that it is obligated to meet the requirements as set forth in the City Sewer Use Ordinance under the terms set forth therein.

3. Upon inquiry by EPD, the City agrees to support the pre-treatment application at such time as an EPD-issued pretreatment permit is necessary.

4. Should the City modify the Sewer Use Ordinance, Reve Solutions agrees to meet terms and conditions as established and adopted by the City from time to time, including but not limited to compliance by available methods provided within the Ordinance.

5. Reve Solutions agrees to be bound by the terms, conditions, and requirements of the City's ordinances, including, but not limited to the City Sewer Use Ordinance and the City's Water and Sewer System Connection and Installation Fee Ordinance, as they may be amended from time to time; and further, specifically agrees that it will not to assert any grandfather or vested rights in the Ordinance as currently written and enforced as of the effective date of this Agreement.

6. Reve Solutions shall provide an ultrasonic flow meter and flume as approved by the City at the point of discharge into the City's sewer system. Flow meter will be owned and maintained per manufacturers recommendations by Reve Solutions. Flow meter will be calibrated annually and shall maintain flow accuracy of +/- 10% of the actual flow.

7. Reve Solutions shall pay to the City a Sewer System Connection fee in the amount of \$208,400 for 20,000 gallons per day of sewer capacity. This System Connection Fee may be paid to the City over the five-year initial term of this Agreement at a minimum rate of \$10,420 per quarter. All other applicable sewer fees will be paid as outlined in the City's Water and Sewer System Connection and Installation Fee Ordinance. The gallons per day will be evaluated annually based on an annualized gallon per day average. Should the gallons per day exceed 20,000 but in no event more than 50,000 gallons per day, Reve Solutions shall pay the difference in cost.

8. Reve Solutions shall pay to the City a Water System Connection fee in the amount of \$1,200 for a (1") water service connection. All other applicable water fees will be paid as outlined in the City's Water and Sewer System Connection and Installation Fee Ordinance.

9. Both the City and Reve Solutions agree to pay the fees as outlined in this agreement for solid waste accepted by Reve Solutions and processed wastewater discharged to the City, these fees may be adjusted annually as agreed to by both parties. The City shall provide an invoice to Reve Solutions on or before the 10th day of each and every month during the term of this agreement, said invoice to be due and payable within 10 days following the date of the invoice from the City. In the event Reve Solutions fails to make any timely payment hereunder, then and in that event, a penalty in the amount of 10% of the amount of the late invoice shall be added to the amount due and payable.

10. Reve Solutions shall pay the City \$6.93 per 1,000 gallons of wastewater discharged to the publicly operated treatment work. Invoicing will be based on monthly flow reading of City approved ultrasonic flow meter installed at discharge from septic waste processing facility.

11. The City will pay Reve Solutions \$10.00 per dry ton of waste primary and secondary sludge from the City's publicly operated treatment works. The waste sludge shall not include screenings. Reve Solutions shall coordinate deliveries with the City so as to accommodate the needs of both parties.

12. Reve Solutions shall allow the City's duly authorized agent to enter the septic waste processing and composting facility to obtain flow readings, inspect facilities, equipment, practices, or operations of the facility and/or to sample any substance or parameter at any location within the facility.

13. Reve Solutions shall not allow the flow of stormwater to enter the sanitary sewer system except for the stormwater that lands on the Reve solutions operating pad.

14. Reve Solutions shall notify the City of any significant change in process or treatment techniques of the septic waste processing or composting facility.

15. Reve Solutions shall not emit across any parcel or property line persistent odors, which are offensive to individuals of normal sensitivity, and which adversely impact or unreasonably interfere with the use and enjoyment of property.

16. Reve Solutions shall maintain and follow an odor management plan, a copy of the odor management plan shall be submitted to the City.

17. Reve Solutions shall obtain any and all permits as necessary and shall follow the Georgia Environmental Protection Division (EPD) and the United States Environmental Protection Agency (EPA) rules, regulations, and guidelines as they pertain to any aspect of Reve Solution's operations on the Site.

18. Violation of any provision of this agreement shall be subject to enforcement proceedings by the City pursuant to the City's Sewer Use Ordinance including but not limited to fines, penalties and discontinuation of water and sewer service; provided that any failure on the part of Reve Solutions to timely pay any invoice in full pursuant to Paragraph 9 above shall be addressed as set forth in that Paragraph 9.

19. This Agreement constitutes the entire agreement between City and Reve Solutions with respect to the subject matter hereof and all prior agreements, undertakings, understandings, offers and letters of intent between or among the parties hereto, whether written or oral, with respect to the Property are merged herein. The Agreement may be amended, modified, or altered only by written agreement of all the parties hereto.

20. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia.

21. Except as otherwise expressly set forth in this Agreement, all rights, powers, and privileges conferred hereunder upon the Parties shall be cumulative but not restricted to those given by law.

22. The provisions of this Agreement shall be binding upon and shall inure to the benefit of Reve Solutions, its respective successors and, to the extent permitted hereunder, assigns.

23. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any party to any counterpart of this Agreement may be appended to any other counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the day first written above.

Reve Solutions, Inc.

4-Draft 10/30/2023

By: _____
Name: Carlos Talbott, President

Witness

Name:

CITY OF BALDWIN

By: _____
Alice Venter, Mayor:

Attest: _____
Erin Gathercoal, City Clerk

(CITY SEAL)

DRAFT

INTERGOVERNMENTAL AGREEMENT

This **INTERGOVERNMENTAL AGREEMENT** (this “Agreement”), made and entered into as of this ____ day of _____, 2023, by and between the City of Baldwin, Georgia (“Baldwin” or “the City”), a municipal corporation, and the Town of Alto, Georgia (“Alto” or “the Town”), a municipal corporation;

W I T N E S S E T H:

WHEREAS, Baldwin and Alto wish to provide for their citizens fire protection services of the highest possible quality and;

WHEREAS, Baldwin operates and maintains a Fire Department and through this department, maintains a staff of knowledgeable and professional fire protection and fire rescue personnel capable of providing fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue services;

WHEREAS, Alto has determined that for purposes of both public safety and fiscal responsibility it is in the best interest of its citizens and residents to contract for fire protection, fire prevention, fire control, fire suppression, and fire rescue services;

NOW, THEREFORE, for and in consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, Baldwin and Alto do hereby agree as follows:

Section 1. Services to be provided. Baldwin and Alto hereby agree that they will provide fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue services within the geographic area of the corporate limits of Alto pursuant to the terms of this Agreement.

Section 2. Duties of The City of Baldwin. Baldwin, by and through the Baldwin Fire Department, shall provide fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue service within the geographic area of the corporate limits of Alto. The Baldwin Fire Department shall provide fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue service within the geographic area of the corporate limits of Alto on the same basis that said department provides the same services within the corporate limits of Baldwin.

Section 3. Operational Expenses. Baldwin shall provide and pay for any and all equipment, vehicles, and materials necessary for effectuating this Agreement within the Town of Alto. Baldwin shall be responsible for maintaining a staff of properly trained and certified personnel necessary to provide fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue service within the geographic area of the corporate limits of Alto. Baldwin shall be responsible for providing all the necessary equipment and all expenses incurred in providing fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue service within the geographic area of the corporate limits of Alto; provided, however, that Alto shall provide and maintain operational fire hydrants and shall provide all water necessary to provide fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue service within the geographic area of the corporate limits of Alto.

Section 4. Duties of the Town of Alto. In consideration of the fire protection, fire prevention, fire control, fire suppression, fire investigation, and fire rescue services provided to Alto by Baldwin, Alto shall pay to Baldwin a fee for such services rendered at the hourly rate of \$125.00 per hour. The hourly rate of \$125.00 shall be in effect for an initial period of two years after the effective date of this Agreement. However, Baldwin may reassess and recalculate the hourly rate for said services after two years. The calculation of time under this Agreement shall begin at the time that Baldwin receives a call

for service in the geographic area within the corporate limits of Alto. The calculation of time under this Agreement shall end when all Baldwin personnel and equipment have left the location of the call for service. Baldwin, at the end of the quarter, for each quarter within the term of this Agreement, shall provide an invoice to Alto itemizing each call for service within the geographic area of the corporate limits of Alto. Said invoice shall include the location of each call for service and the amount of time expended by responding to each call for service.

Section 5. Term of Agreement. The term of this Agreement shall commence as of November 1, 2023, and shall continue until one party terminates the contract by written notice to the other. Each party to this Agreement may terminate said Agreement without cause. Termination of the Agreement shall be effective immediately upon one party's receipt of written notice to terminate the agreement from the other party.

Section 6. Notice. All notices given pursuant to this Agreement shall be in writing and shall be deemed to have been delivered when deposited in the United States Mail, addressed as follows:

The City of Baldwin
Attention: Emily Woodmaster
CAO

186 Hwy 441 Bypass,
Baldwin, GA, 30511

ewoodmaster@cityofbaldwin.org

The Town of Alto
Attention: P.J. Huggins
Mayor

P.O. Box 215
Alto, GA 30510

pjhuggins@townofaltoga.org

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Agreement as of the day and year above written.

CITY OF BALDWIN, GEORGIA

TOWN OF ALTO, GEORGIA

By: _____
Mayor/Mayor Pro-Tem

By: _____
Mayor/Mayor Pro-Tem

Attest: _____
City Clerk

Attest: _____
Town Clerk

DRAFT