

**Resolution to Authorize Sub-Meter and Wastewater Billing for Milstead Place**

**WHEREAS**, Rockdale County owns and operates a water system under a permit issued by the State of Georgia, Department of Natural Resources, Environmental Protection Division;

**WHEREAS**, Section 98-33 allowed master meters in multi-family developments; and

**WHEREAS**, Section 98-33 was amended in March 2007 to require each unit in a multi-family development, including apartments, condominiums, and townhomes to be furnished with a sub-unit meter in addition to the master meter; and

**WHEREAS**, Milstead Place was developed with a master meter and the units located in the Milstead Place development do not have sub-meters for each unit in the development;

**WHEREAS**, Rockdale Water Resources is in the process of obtaining easements to provide sub-meters to the units located in Belmont Village to bring them into compliance with the Section 98-33; and

**NOW, THEREFORE, BE IT RESOLVED** by the Rockdale County Board of Commissioners that Rockdale Water Resources is hereby authorized to apply charges and fees to the units included in the Milstead Place development for water and wastewater services at a rate of a 5/8" meter or 1" meter.

**BE IT FURTHER RESOLVED** that this resolution shall become effective October 27, 2020.

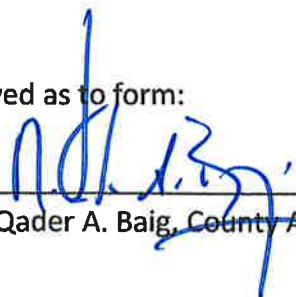
**BE IT FURTHER RESOLVED** that any resolution in conflict with this resolution is hereby repealed.

Approved this 27<sup>th</sup> day of October, 2020


ROCKDALE COUNTY, GEORGIA  
BOARD OF COMMISSIONERS

By:   
Oz Nesbitt, Sr., Chairman

Approved as to form:

By:   
M. Qader A. Baig, County Attorney

Attest:

By:   
Jennifer Rutledge, County Clerk

Please return to:  
Jennifer O. Rutledge,  
County Clerk; Legal Affairs Mgr.  
Rockdale County Board of Commissioners  
P.O. Box 289  
Conyers GA 30012-0289

**UTILITY CUSTOMER SERVICE AGENCY AGREEMENT BETWEEN THE  
MILSTEAD PLACE COMMUNITY ASSOCIATION, INC. AND ROCKDALE COUNTY,  
GEORGIA**

**STATE OF GEORGIA  
COUNTY OF ROCKDALE**

This agreement ("Agreement") made this 27<sup>th</sup> day of October, 2020 between **ROCKDALE COUNTY, GEORGIA**, as party of the first part (hereinafter called "Rockdale County"), and **MILSTEAD PLACE COMMUNITY ASSOCIATION, INC.**, a Georgia non-profit corporation, as party of the second part (hereinafter, "**Milstead Place**").

**WITNESSETH**

**WHEREAS**, Rockdale County, Georgia is a body politic of the State of Georgia; and

**WHEREAS**, **Milstead Place** includes the mandatory membership association of the Milstead Place neighborhood, hereinafter referred to as the "Property", as more particularly described in Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, the parties hereto desire to grant to Rockdale County the right, authority, and authorization to act as the exclusive Customer Service Agent for servicing the managerial and field services functions associated with providing of water and sewerage utility services within the Property; and

**WHEREAS**, **Milstead Place** has this date conveyed to Rockdale County, a Water and Sewer Service Easement; **Milstead Place** being authorized to convey said easement pursuant to **(a) Declaration of Protective Covenants, Conditions, Restrictions and Easements for Milstead Place, dated 04/27/2004, and recorded in Deed Book 3088, Page 65, et seq., and (b) Bylaws of Milstead Place Community Association, Inc., recorded in Deed Book 3088, Page 103, et seq.**; and

**WHEREAS**, this Agreement provides that as Water and Sewer Utilities Customer Service Agent, Rockdale County shall provide the following managerial and field services for the Property:

1. Management of individual customer applications for utility services associated with the initiation of, or discontinuing of water and sewerage services originating from Rockdale County;

2. Management of the billing and fee collection functions associated with the establishment of and the consumption or availability to utilize water and sewerage utility services supplied by Rockdale County; and,
3. Management of the water meter reading function associated with each water and sewerage account for members receiving water or sewer services from Rockdale County.

**WHEREAS, Milstead Place** agrees to allow Rockdale County field services personnel access to the Property for the placement of and servicing of water meters for the individual resident users of such services. Further **Milstead Place** has granted to Rockdale County the right to the use of such land as necessary for water meter placement and support services by way of said easement; and

**WHEREAS, Milstead Place** agrees to allow Rockdale County the right to bill, collect, and retain all funds billed by Rockdale County that are owed to Rockdale County for water and sewerage utility and administrative services. Rockdale County will upon request provide administrative billing services for the Property as such services relate to the water and sewerage utility systems services. Funds collected from such billings will be forwarded to **Milstead Place** on a monthly or other agreed upon basis; and

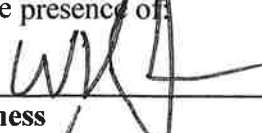
**WHEREAS,** the parties agree that Rockdale County's scope of services includes ownership, operations, maintenance, or repair of the potable water distribution lines within the Property. **Milstead Place** also acknowledges that its maintenance and operations responsibilities terminate at each resident's water meter entrance side from the public or other right of way. The residents' operations and maintenance requirements begin at the exit side of the water meter and extend into and throughout the residence being supplied with water service. Rockdale County's operations and maintenance requirements are limited exclusively to the water meter itself. Rockdale County also maintains ownership of all water meters installed within the Property; and


**WHEREAS,** the parties agree that this Agreement will commence upon the date of final execution hereof.

**IN WITNESS WHEREOF,** the parties have caused this agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be affixed, on the date first above stated.

{Signatures on following pages}

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
Notary Public

(Notary Seal)



**PARTIES OF THE FIRST PART:**

**ROCKDALE COUNTY, GEORGIA  
BOARD OF COMMISSIONERS**

By:  (Seal)  
Osborne Nesbitt, Sr., Chairman



Attest:

By:  (Seal)  
Jennifer O. Rutledge, County Clerk

(Rockdale County Seal Affixed)



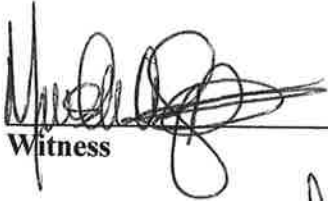
(Execution Continued on Following Page(s))

(Signature Page 1 of 2)

**PARTY OF THE SECOND PART:**

Signed, sealed and delivered  
in the presence of :

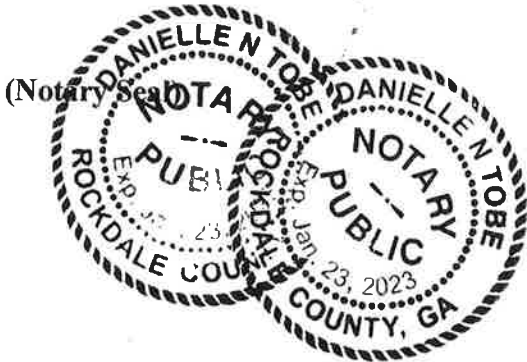
**MILSTEAD PLACE COMMUNITY  
ASSOCIATION, INC., a Georgia non-  
profit corporation**

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Vestell Martin, President

  
\_\_\_\_\_  
Notary Public

By:   
\_\_\_\_\_  
Nicole Dickson, Treasurer



(Corporate Seal Affixed)

**Exhibit "A"**

**ALL THAT TRACT or parcel of land lying and being in Land Lot 317 and 318 of the 16th District, of Rockdale County, Georgia, excluding Building Units 100 through 186, being 11.27 acres (490,860 square feet) more or less as per that certain Final Plat for Milstead Place, recorded December 2, 2014, 4:11 P.M. at Plat Book 37, Pages 128-129, Rockdale County, Georgia records.**

Please return to:  
Jennifer O. Rutledge,  
County Clerk, Legal Affairs Mgr.  
Rockdale County Board of Commissioners  
P.O. Box 289  
Conyers GA 30012-0289

STATE OF GEORGIA            )  
  )  
  )  
COUNTY OF ROCKDALE      )

WATER AND SEWER SERVICE  
EASEMENT

This grant of easement made this 27th day of October, 2020, by and between MILSTEAD PLACE COMMUNITY ASSOCIATION, INC. , a Georgia non-profit corporation, , as party of the first part (hereinafter collectively called "Grantor") and ROCKDALE COUNTY, GEORGIA, as party of the second part (hereinafter called "Grantee"). (The terms "Grantor" and "Grantee" shall include the parties' heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That the said Grantor for and in consideration of the recitals herein contained including the special conditions specified herein, if any, and the sum of One (\$1.00) Dollar and other valuable considerations, cash in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, its successors and assigns, an easement and perpetual right-of-way for the purposes and uses herein set out, over, through, across and under the property described as:

**ALL THAT TRACT or parcel of land lying and being in Land Lot 317 and 318 of the 16th District, of Rockdale County, Georgia, excluding Building Units 100 through 186, being 11.27 acres (490,860 square feet) more or less as per that certain Final Plat for Milstead Place, recorded December 2, 2014, 4:11 P.M. at Plat Book 37, Pages 128-129, Rockdale County, Georgia records.**

This easement and right-of-way is given for the purpose of installing, constructing, maintaining, operating, inspecting, renewing, repairing, changing gauge or size, increasing number of, relocating, replacing, and owning one or more meters and appurtenances thereto and the Grantee shall have the right to go upon the within described land to install, construct, maintain, operate, inspect, renew, repair, change gauge or size, increase number of, relocate, replace, and own one or more meters, and to install, construct, maintain, operate, inspect, renew, repair, change gauge or size, increase number of, relocate, replace, and own one or more meters the same as may

be necessary from time to time, with all the rights, members and appurtenances to said easement in any way appertaining to or belonging.

It is agreed by the Grantee that it will install the public water and sewer line(s) and main(s) and appurtenances herein authorized in a workmanlike manner and upon the completion of same, will remove from the property all severed bushes, underbrush, branches and trees along with other debris including excess dirt that might have accumulated by reason of the required excavation and will restore the terrain to its original condition insofar as reasonably possible in view of the necessary construction and the possible use of the permanent easement as provided for herein.

Grantor expressly reserves the right to construct roads and/or driveways across the water line easement so long as such construction does not interfere with Grantee's use of the water and sewer easement. Grantor shall indemnify and hold Grantee harmless for any damages, losses or costs incurred by Grantee as a result of Grantor's exercise of this right.

Notwithstanding anything herein to the contrary, by its acceptance hereof, Grantee agrees only to install such as is necessary to equip residential units with individual meters or sub-meters; this work by Grantee shall, in no way, obligate it to maintain or warrant any portion of other current or future improvements on Grantor's property, as may be installed, or be required to be installed on Grantor's property, other than the meters or sub-meters themselves.

**TO HAVE AND TO HOLD** the said described easement and right-of-way unto the said Grantee, its successors and assigns, so that neither the Grantor, its successors or assigns, or any person claiming under the Grantor, shall at any time, have, claim, or demand any right, title or interest to the aforesaid easement and its appurtenances.


**IN WITNESS WHEREOF**, the Grantor has duly executed this easement under seal on the day and year first above written.



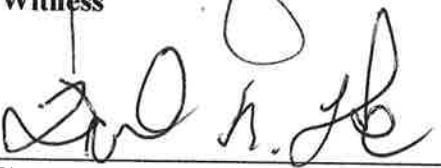
**PARTY OF THE FIRST PART:**

Signed, sealed and delivered  
in the presence of :

**MILSTEAD PLACE COMMUNITY  
ASSOCIATION, INC., a Georgia non-  
profit corporation**

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Vestell Martin, President

  
\_\_\_\_\_  
Notary Public

By:   
\_\_\_\_\_  
Nicole Dickson, Treasurer

(Notary Seal)



(Corporate Seal Affixed)