



# *Agenda*

City Council Meeting

October 28<sup>th</sup>, 2024

6:30pm

Baldwin Courtroom, 155 Willingham Avenue, Baldwin, GA 30511

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## *Call Meeting to Order*

## *Invocation and Pledge*

## *Consent Agenda*

- a. Approval of Minutes: Council Meeting 10/15/2024.

## *Public Comments*

## *Public Hearings*

Millage Rate - Public Hearing 3 of 3

## *Reports*

Police Department - Chief Chris Jones

## *Old Business*

1. Consideration/Approval of 2<sup>nd</sup> Reading of Water Sewer Use Ordinance [#2024-10152](#)
2. Consideration/Approval of 2024 Millage Rate Resolution [#2024-10154R](#)

## *New Business*

3. Consideration/Approval of Pace Scheduler Agreement

## *Executive Session*

## *Announcements*

- a. The City of Baldwin encourages its residents to exercise their right to vote! If you have any questions of where to go for either Advance Voting or on Election Day, please call the Habersham County Elections & Registration Office at 706-839-0170.
- b. Fall Amnesty Day is approaching quickly on November 7<sup>th</sup>, so reserve your spot today! Baldwin Public Works will pick up and dispose of scrap metal, paint cans, furniture, and appliances that would normally need to go to the landfill. Tires and batteries will not be picked up. All items must be placed at the curb no later than 8:00 am on November 7<sup>th</sup>. Call City Hall at 706-778-6341 by 4:30 on November 4<sup>th</sup> to get your house on the list!
- c. The 3<sup>rd</sup> Annual Baldwin Thanksgiving Community Potluck Dinner will be on November 28<sup>th</sup> starting at 4:30 pm at the Baldwin Fire Department. This potluck is open to all Baldwin residents. We will provide the turkey and ham, and we ask that guests bring a favorite dish to share. Please RSVP to 470-208-9842 with the number of guests and dish details for the menu.
- d. The Baldwin Christmas Tree Lighting will be on Friday, December 6<sup>th</sup> at 6:00 pm. Ring in the Christmas season with Christmas carols by Baldwin Elementary School Choir as we light the tree, and enjoy FREE pictures with Santa, FREE cookies and cocoa, and FREE train rides around the park!

## *Adjournment*

*\*\*The City of Baldwin will provide reasonable accommodations whenever needed for those participating in a City Council meeting. Please notify the City Clerk as early as possible prior to a meeting to ensure accommodations can be made in a smooth and timely fashion.*

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# **CITY OF BALDWIN, GEORGIA**

## **WATER AND SEWER USE ORDINANCE**

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## **Chapter 1 Water and Sewer Use Ordinance**

### **Section 1.1 Purpose**

The purpose of this Ordinance is to establish procedures in connecting to the City’s water and sewer system, and to prevent the introduction of pollutants into the City’s water and sewer system which may interfere with the operation of the system; to prevent the introduction of pollutants into the City’s water and sewage treatment facilities which would pass through the facilities, inadequately treated, into receiving waters or the atmosphere, or otherwise be incompatible with the facilities; to provide a fee structure for equitable distribution of the cost of operating and maintaining the City’s water and sewage transport and treatment systems.

The provisions of this ordinance shall be considered a part of the contract for the provision of water services between every builder, developer, and consumer of water services, or both, and with the City of Baldwin, Georgia. Every builder, developer and consumer of City water services shall be deemed to have accepted the provisions of this ordinance, by their acceptance of and use of City water services. Therefore, all builders, developers and consumers of City water services shall be governed by and subject to the provisions of this ordinance as well as the City of Baldwin’s Minimum Development Standards and Water and Sewer Construction Standards and Details.

### **Section 1.2 Definitions**

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this ordinance, shall have the meanings hereinafter designated:

**Act or the act:** The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

**Authorized Representative of Industrial User:** May be a principal executive officer or a duly authorized representative.

**Biochemical Oxygen Demand (BOD):** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure, five days at 20 degrees Celsius expressed in terms of weight and concentration (milligrams per liter (mg/L)).

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**Chain of Custody:** A written record of sample possession for all persons who handle (collect, transport, analyze, dispose) a sample, including names, dates, and times.

**City:** The City of Baldwin, Georgia.

**Commercial Wastes:**

- a) Non-toxic, non-hazardous liquid wastewater from commercial facilities;
- b) Grease interceptor contents generated by a commercial food operation or institutional food preparation facility, including without limitation, fats, grease, and food scraps;  
or
- c) Any oil waste residue produced from vehicle maintenance or washing that discharge to an oil-water separator or sand trap.

**Composite Sample:** The sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

**Environmental Protection Division (EPD):** The U.S. Environmental Protection Division, sometimes referred to herein as, "Division".

**Federal Categorical Pretreatment Standard or Federal Pretreatment Standard:** Any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Act (33 U.S.C.1347) which applies to a specific category of industrial users.

**Floatable Oil and Grease:** Grease in a state such as it is insoluble in the liquid waste and will separate from the liquid by gravity in properly operating grease separation facilities.

**FOG:** Fats, oils and grease.

**Grab-Sample:** A sample that is taken on a one-time basis with no regard to the flow in the waste system and without consideration of time.

**Grease:** Includes fats, oils, waxes and related compounds of animal, vegetable or mineral origin.

**Grease Interceptor:** A structure or device designed to collect and retain oils, grease, and fatty substances usually found in kitchen or similar wastes.

**Grease Trap:** A structure or device designed to collect and retain oils, grease, and fatty substances usually found in kitchen or similar wastes.

**Grit:** Matter consisting of sand, gravel, cinders or other heavy solid materials that has settling velocities or specific gravities greater than those of organic putrescible solids normally encountered in domestic wastewater.

**Grit Trap:** A structure or device designed primarily for the accumulation and removal of grit.

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**Hazardous Waste:** Any solid waste that has been defined as a hazardous waste in regulations promulgated by the “Hazardous Waste Management Rule” as set forth in Chapter 391-3-11 of the Georgia Department of Natural Resources Environmental Protection Division.

**Indirect Discharge:** The introduction of wastewater into the City of Baldwin Wastewater System for treatment and disposal by the City of Baldwin.

**Inflow/Infiltration/:** Groundwater and surface water which leaks into the wastewater system through cracked pipes, joints, manholes or other openings.

**Inflow:** Water that flows into the wastewater system from the surface, streams, roof drains, down spouts, or other similar source.

**Interference:** The inhibition or disruption of the wastewater treatment processes or operations which contributes to a violation of any requirement of the City’s NPDES permit or detrimentally affects the operation of the wastewater treatment processes.

**Local Governing Authority:** The City Council of the City of Baldwin, Georgia.

**mg/L:** Milligrams per liter.

**SDS:** Safety Data Sheet is the form with data regarding the properties of a particular substance.

**National Pollution Discharge Elimination System (NPDES) Permit:** A permit issued pursuant to section 402 of the Act (33 USC 1342).

**Oil-Water Separator:** A structure or device designed primarily to collect and retain oily substances.

**Originator:** The owner or operator of the grease or FOG interceptor, grit trap, oil-water separator, or sand trap from which commercial wastes are removed.

**pH:** The logarithm (base 10) of the reciprocal of the molar concentration of hydrogen ions in solution.

**Pollution or Pollutants:** The man-made or man-induced detrimental alteration of the chemical, physical, biological, and radiological integrity of water or soil, or the products which create or cause such alteration.

**Pretreatment or Treatment:** The reduction or alteration of the number of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the wastewater treatment system. The reduction or alteration can be obtained by physical, chemical, or biological processes, or by process changes or other means, except as prohibited by 40 CFR section 403.6(d).

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**Properly Shredded Garbage:** The wastes from the preparation, cooking and dispensing of food that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in any dimension.

**Publicly Owned Treatment Works (POTW):** A treatment works as defined by section 212 of the Act (33 USC 1292) which is owned in this instance by the City. This definition includes any sewers that convey wastewater to the POTW, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of this ordinance, “POTW” shall also include any sewers that convey wastewaters to the POTW from persons outside the City who are by contract or agreement with the City, users of the City’s POTW.

**Public Sewer:** A common sewer controlled by a governmental agency or public utility, in this case, the City of Baldwin.

**Registered Commercial Waste Transporter:** A business/owner registered by the State of Georgia, Environmental Protection Division.

**Sand Trap:** A receptacle designed for the accumulation and removal of sand, grit, rocks and similar debris.

**Sanitary Sewer or Sewer:** A sewer that carries liquid waste from residences, commercial buildings, industrial plants, and institutions together with minor quantities of groundwater, storm waters and surface waters are not admitted intentionally.

**Septic Waste:** The contents of a septic tank.

**Sewage:** The spent water of a community. The equivalent term is “wastewater”.

**Shall and Will** is mandatory; **May** is permissive.

**Significant Contributing Industry:** Any industry which discharges greater than five thousand (5000) gallons per average working day of nondomestic wastewater into the City of Baldwin Wastewater System or who discharges wastewater which violates any of the prohibited discharges in Section 2.1 or who is believed by the City of Baldwin to discharge wastewater which violates any of the prohibited discharges or who is subject to any Federal Categorical Pretreatment Standard.

**Slug:** Any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentrations of flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment facilities.

**State:** State of Georgia.

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**Standard Industrial Classification (SIC):** A classification pursuant to the Standard Industrial Classification Manual issued by the Executive office of the President, Office of Management and Budget, 1972, as amended.

**Storm Drain:** Sometimes termed storm sewer, it shall mean a drain or sewer for conveying surface water, groundwater, subsurface water, or unpolluted water from any source.

**Storm Water:** Any flow occurring during or following any form of natural precipitation and resulting therefrom.

**Total Suspended Solids (TSS):** Total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater, or other liquids.

**Toxic Pollutant:** Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the Environmental Protection Agency (EPA) under the provision of CWA Section 307(1) or other acts.

**User:** Any person who consumes water from the City of Baldwin Water System or who contributes, causes, or permits the contribution of wastewater into the City of Baldwin Wastewater System.

**Wastewater:** The spent water of a community. From the standpoint of source, it may be a combination of the liquid waste from residences, commercial buildings, industrial plants, and institutions.

### **Section 1.3 Rates.**

Water and Sewer Rates will be reviewed and adopted annually by the City Council; please see attachment (Attachment "A").

### **Section 1.4 System Connection**

(a) Applicability

The owner(s) of all houses, building or properties used for human occupancy, employment, recreation or other purposes, situated within the city and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public water and sanitary sewer line owned by the city within one hundred (100) feet of the property line, is hereby required at the owner(s)' expense to install suitable facilities therein, and to connect such facilities directly to the line owned by the city in accordance with the provisions of this ordinance and referenced standards, within ninety (90) days after the date of official notice to do so.

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The owner(s) of all houses, building or properties used for human occupancy, employment, recreation, or other purposes, situated beyond the corporate city limits, and abutting any public water and sanitary sewer line owned by the city can at the owner(s)' expense connect directly to the line owned by the city in accordance with the provisions of this ordinance and referenced standards.

(b) Connection – Application

- (1) Any connection to the City's water and/or sewer system will be made upon the written application of the owner of the premises or the owner's duly authorized agent. The size of service lines, valves, meters and other fittings, fixtures, or appliances necessary to give the service applied for shall be determined by the proper agent of the City.
- (2) Application for monthly water and/or wastewater service shall be made at City Hall by the owner or agent of the property to be served.
- (3) Before water service is turned on and City utility services are provided, utility deposits shall be made with the City according to a schedule of deposits and subject to exceptions and provisions as adopted in policy .
- (4) Any active deposit shall be applied as a credit upon termination of an account. Any remaining balance after the final bill has been issued shall also be refunded without interest upon termination of service by the customer and payment in-full of all outstanding charges. All refunds shall be paid to the account holder within 45 days of the final bill being issued. However, if the deposit is insufficient to cover the bill, the city may proceed to collect the balance in the usual way provided by law for collection of debts.
- (5) All bills for the amounts charged for water and wastewater services shall be mailed to the respective consumers, with proper postage affixed and addressed to the consumer. However, neither the City nor its employees shall be responsible for such bills not reaching customers timely.
- (6) Service disconnected for nonpayment of bills will be restored only after bills are paid in full, including the service charge (disconnect fee) in an amount set forth in the schedule of fees and charges to be paid for each meter reconnected.
- (7) Customers that have a past due balance after disconnection are subject to being referred to collection agencies and are required to pay all fees as permitted by law.

(c) Service Connections

Any connections to the City's water and/or wastewater system shall be completed under the supervision of the designated agent of the City after all associated fees have been paid. When the size of a meter is upgraded or downgraded for any



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reason, the cost associated with the new meter size must be paid in full prior to any work being started.

The water and sewer connection fee shall have as a component of said fee, a system connection fee also known as system development fee regarding the water and wastewater system of the City of Baldwin, Georgia. The system connection fee shall be based upon, "Equivalent Residential Units" (ERU) which is the equivalent to the average daily water and sewage flow of one dwelling or residential unit of 300 gallons per day (GPD). The system connection and installation fee shall be paid at the same time and as a part of the payment of the connection for water and sewer service. Approval by the City for phases of a development project shall not obligate the City of Baldwin, Georgia to reserve capacity of any part of the system's water and wastewater treatment capacity. The City shall only reserve the water and wastewater treatment capacity, the pro rata equivalent or ERU's of the facility equal to the system connection fees actually paid by the developer or applicant. Water and Sewer Connection/Installation Fee Schedule, please see attachment (Attachment "B").

The installation fee is not a deposit but is a fee to reimburse the City for its cost and expense in providing a connection to the water and sewer system, being its labor and equipment and the cost of capital improvements to provide the water and sewer service requested. If a meter is required to provide the sewer service, then the consumer shall pay for the cost and maintenance of the meter

(d) Service Taps

No service taps shall be made unless first authorized by the City. All such taps shall be made in accordance with City's Minimum Development Standards and Water and Sewer Construction Specifications, Standards and Details.

(e) Persons Authorized to Make Connection

No person but the properly authorized agents of the City shall tap or make any connection to the water main or distribution lines or any sewer collection lines. No plumber or other person shall make connection with any service pipe until application shall have been made for the same and granted.

(f) Unauthorized Taps or Unauthorized Connections

It shall be unlawful for any unauthorized person to tap the water main or distribution lines or any sewer collection lines or obtain unauthorized services. Any person making unauthorized connections or taps, or both, or obtaining unauthorized service shall be subject to such fees, fines, penalties, and assessments as provided hereinafter.

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In order to be received as a consumer and entitled to receive water from the City's water system, all applicants must offer proof that any private wells located on their property are not physically connected to the lines of the City's water system and all applicants by becoming consumers of the City attest they will not permit the connection of any private wells on their property to the City's water system. The consumer shall additionally not discharge any wastewater to the sewer system not generated by the potable water furnished by the City of Baldwin's water system or another approved public water system.

(g) Inspection; Powers and Authority of Inspectors

- (1) The customer's water and sewer apparatus shall be open for inspection at all reasonable times to authorized representatives of the City to determine whether violations of these ordinances exist. When a condition becomes known, the City may deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the conditions in conformance with the state statutes and City ordinances relating to the plumbing and sewage treatment, and water supplies and regulations adopted pursuant thereto.
- (2) Persons duly authorized by the City shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing pertinent to the City's water and sewer system.
- (3) Duly authorized persons by the City are authorized to obtain information concerning water usage, or as to industrial processes which have a direct bearing on the kind and source of discharge to the wastewater collection system. The industry may withhold information considered confidential.
- (4) While performing the necessary work on private properties referred to in subsection (2) of this section, the duly authorized persons by the City shall observe all safety rules applicable to the premises established by the company.
- (5) The duly authorized employees of the City shall also be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the water or wastewater facilities, or both, lying within the easement. All entry and subsequent work, if any, on the easement shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

(h) Observation, Sampling, Testing

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When required by the City or other duly authorized agent of the City, the owner of the property discharging industrial wastes shall install a suitable structure, together with such necessary meters and other appurtenances to facilitate observation, sampling, and measurement of the wastes. Such structure, when required, shall be accessible and safely located, and shall be constructed in accordance with plans approved by the City or other duly authorized agent of the City. The structure shall be installed by the owner at their expense and shall be maintained by them to be safe and accessible at all times.

(i) Supplying of Information to Determine Compliance

An authorized agent of the City may require a user of sewer services to provide information needed to determine compliance with this ordinance. These requirements may include:

- (1) Wastewaters discharge peak rate and volume over a specified time period;
- (2) Chemical analyses of wastewaters;
- (3) Information on raw materials, processes and products affecting wastewater volume or quality;
- (4) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control;
- (5) A plot plan of sewers of the user's property showing sewer and pretreatment facility location;
- (6) Details of wastewater pretreatment facilities;
- (7) Details of systems to prevent and control the losses of materials through spills to the municipal sewer;
- (8) Water usage;
- (9) Location of water pipes, connections, and apparatus.

(j) Tampering or Interfering with Water Apparatus or Sewer Apparatus, or Both

- (1) It shall be unlawful for any person, or entity, without legal authority, to intentionally damage, or destroy, or permit to be damaged or destroyed any meter, pipe, conduit, or other apparatus belonging to the City and any part of its water and wastewater system. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is part of the water and/or wastewater facilities.

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(2) Any person found in violation of subsection (1) of this section, shall also be responsible for, and pay for the cost of clean-up or resulting damages to the water and/or wastewater system, public, or private property. If the person causes an unpermitted discharge of wastewater, then the person shall also be responsible for the cost of cleanup of the wastewater, the repair of the line, and any fines, assessments, or penalties assessed against the City of Baldwin by the Environmental Protection Division of the Georgia Department of Natural Resources. Failure of the person to pay said charges shall authorize the duly authorized agent of the City to immediately terminate any City Services, including water or wastewater services, or both, that said person is receiving, and to pursue collection of the City's damages, losses, charges, assessments, fines, and penalties to any remedy allowed under Georgia Law.

(k) Assessment for Unmetered Service

If the City determines that a consumer of water and wastewater services has been receiving unmetered service, and has made no payment for said service, then the duly authorized agent of the City, shall calculate the estimated amount of water or wastewater treatment services received for which the City has not been paid, by the best means possible. The consumer of the unmetered services shall pay the estimated amount of water or wastewater treatment services received plus interest as allowed by law, as a condition precedent to being able to continue to receive water services or wastewater treatment services, or both, from the City. The consumer shall also be liable for a civil penalty in the amount of an additional 50% of the sums owed to the City, including interest. Should the consumer refuse to pay the principal sum, interest, and penalty for the unmetered service, then the consumer's water or wastewater treatment service, or both, shall be discontinued and terminated. The City may also place a lien on the property of the consumer for the unpaid charges, until such time that they are paid.

Should the City determine that any consumer is receiving unmetered water and/or wastewater service then as a condition precedent to said consumer continuing to receive such services from the City, the City may also require said consumer to install a meter as determined to be appropriate by the City, and with said meter to meet the standards and specifications required by the City. The consumer shall be responsible for paying for the cost of the meter, and the cost of installation of the meter and any related appurtenances, labor for installation, and all other charges regarding the meter.

(l) Authority to Disconnect Service

When the duly authorized agent of the City determines that a person is violating or has violated the provisions of this ordinance, and determines that the violation of such provisions will cause immediate damage or harm to the water and/or

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wastewater system, or that the violation endangers the public health, safety or general welfare of the community, or that the violation involves unmetered service, the City shall have the power and authority to immediately terminate that person's water and/or wastewater service, until that person has become compliant.

(m) Suspension of Service

The City reserves the right to discontinue its service without notice for the following additional reasons:

- (1) To prevent fraud or abuse.
- (2) Customer's willful disregard of the City's rules.
- (3) Emergency repairs.
- (4) Insufficient water supply.
- (5) Legal processes.
- (6) Direction of public authorities.
- (7) Strike, riot, fire, flood, unavoidable accident.
- (8) Public health and safety issues.

Duly authorized agents of the City are authorized to discontinue water service when necessary to prevent contamination of the public water supply or public water system due to possible cross connections or when it is necessary to protect the water system or individual properties from emergency cross connection or backflow situations. The City requires backflow prevention devices to be installed on the customer's side of the service connection or other areas as needed to prevent contamination or the risk of contamination of the public water system.

## **Section 1.5 City's Responsibility and Liability**

The City distribution and collection lines will be within road rights-of-way to the property or easement access line where the consumer's service line exists or is to be constructed, immediately adjacent and parallel to the point from when the property is to be served.

- (a) The City may make connections to service other properties not adjacent to its line upon payment of reasonable costs for the extensions of its distribution and collection lines as may be required to render such service.

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- (b) The City shall install its meter at or near the property line or, at the City's option, on the consumer's property or within the service easement within three (3) feet of the boundary line, upon the payment of all associated fees. The City's responsibility/liability stops at the discharge side of the meter prior to the backflow preventer. Installation shall be in accordance with City of Baldwin's Minimum Development Standards and Water and Sewer Construction Standards and Details.
  - (c) The City shall install a sanitary service line and cleanout at or near the property line or, at the City's option, on the consumer's property or within the service easement within three (3) feet of the boundary line, upon the payment of all associated fees. The City's responsibility/liability stops at the sanitary sewer cleanout. Installation shall be in accordance with City of Baldwin's Minimum Development Standards and Water and Sewer Construction Standards and Details.
  - (d) The City reserves the right to refuse service unless the consumer's lines or piping are installed in such a manner as to prevent cross-connections or back-flow.
  - (e) Under normal conditions, the consumer will be notified of any anticipated interruptions of service by the City.
  - (f) Only those properties where meters have been installed will be furnished water from the City's water system.
  - (g) The City of Baldwin retains all ownership of water meters connected to the city's water system. Only city employees or those directly authorized by the city may work on water meters, water lines maintained by the city and/or tap into city water lines.

## **Section 1.6 Consumer's Responsibility and Liability**

Water furnished by the City shall be used for consumption at the residence or business. Office buildings, trailer parks, apartment houses, and/or duplexes shall not be served through a master meter. Each individual business or residence will be served by a separate meter for the tenant or occupant upon the premises (herein also called the "consumer"). The consumer shall not sell water to any other person or permit the water furnished to the consumer's dwelling or business to be used by any other dwelling or business, whether said dwelling is occupied by others, consumer, or consumer's family, or whether said business is operated by others, consumer, or members of consumer's family. Water shall not be used for irrigation, fire protection, or any other purposes, except when water is available in sufficient quantity without interfering with the regular domestic consumption in the area served. Disregard for these rules shall be sufficient cause for refusal and/or discontinuance of service.

- (a) Where a meter or meter box is placed on the premises or service easement of a consumer, a suitable place shall be provided by the consumer thereof, unobstructed, and accessible at all times to the meter reader.

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- (b) For any new install or modified connection, the consumer shall furnish and maintain a private cut-off valve on the consumer's side of the meter. The consumer's responsibility/liability starts at the discharge side of the meter beginning at the backflow preventer.
  - (c) The consumer's piping and apparatus shall be installed and maintained by the consumer at the consumer's expense, in a safe and efficient manner, and in accordance with the sanitary regulations of the State Health Department.
  - (d) The consumer shall install a PVC backwater valve on the customer side of the sanitary sewer service line. The consumer's responsibility/liability starts at the sanitary sewer cleanout. Installation shall be in accordance with City of Baldwin's Minimum Development Standards and Water and Sewer Construction Standards and Details.
  - (e) In order to be received as a consumer and entitled to receive water from the City's water system, all applicants must offer proof that any private wells located on their property are not physically connected to the lines of the City's water system, and all applicants, by becoming consumers of the City, covenant and agree that so long as they continue to be consumers of the City, they will not permit the connection of any private wells on their property to the City's water system.
  - (f) Access to premises. An authorized employee of the city shall have during times of normal operations noted between 7:00 a.m. and 7:00 p.m. free access to the premises for the purpose of reading the meter or removing the same for the purpose of testing its accuracy.
  - (g) The consumer shall be responsible to ensure that City's meter and appurtenances are not damaged through the routine maintenance adjacent to City equipment/property. The property owner may be deemed responsible for damages to City meters and equipment. The City reserves the right to assess the cost of the damaged equipment to the utility account.
  - (h) The City shall in no event be responsible for maintaining any service line owned by the consumer, damage done by leaks, or defects in lines or fixtures on the property of the consumer. The consumer shall at all times comply with all regulations of the City and of regulations relating to the service line or modifications of the service line.
  - (i) For any meter 2 inch or greater, a backflow preventer is required to be installed per the Backflow Preventer and Cross-Connection Control Ordinance. Duly authorized agents of the City are authorized to discontinue water service when necessary to prevent contamination of the public water supply or public water system due to possible cross connections or when it is necessary to protect the water system or individual properties from emergency cross connection or backflow situations. The City requires backflow prevention devices to be installed on the customer's side of the service connection or other areas as needed to prevent contamination or the risk of contamination of the public water system.

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## **Section 1.7 Tampering and Theft of Services**

- (a) Under no circumstances is any customer or individual authorized to turn water back on or alter services if water service has been disconnected by the city. Only authorized city staff or contracted employees may connect services or work on city lines.
- (b) All persons are prohibited from interfering with or disturbing in any form, any water meters, radio equipment, switches, locks, cutoffs, or other appliances of the city, including fire hydrants, or to appropriate or use any water after service has been cut off or discontinued for nonpayment or in order to avoid payment.
- (c) The property owner, legal tenant, or person(s) noted on the utility account shall be held responsible for the violation of this section. A tampering fine of five hundred dollars (\$500.00) shall be assessed where a meter or water line has been disturbed. A tampering fine of seven hundred and fifty dollars (\$750.00) shall be assessed for tampering with a fire hydrant or any fire meter. These fees will be evaluated and reauthorized annually by the City Council.
- (d) The City of Baldwin reserves the right to prosecute in accordance with established laws after any tampering of water and /or wastewater services has been discovered.
- (e) If, after removal of service, an alternative means of obtaining water and/or wastewater service is attempted (such as a "jumper" or straight piping), then the water and/or wastewater service to that property will be removed until such time as the case can appear and be settled before the city's municipal court.
- (f) If the city determines theft of service has occurred, it reserves the right to adjust the customer's current bill and the bills for the past six (6) months usage. If the approximate amount of service that was stolen cannot be reasonably determined, the customer's usage will be set at three (3) times the average volume.

## **Section 1.8 Water Leaks**

Whenever it comes to the attention of the City that any service connection upon the property of any owner is leaking, the City shall serve written notice upon the property owner requiring the owner to repair the condition. If the property owner does not repair the leak within five (5) days after receiving the notice, the City shall be authorized to disconnect water service until notification that the leak has been corrected and has been verified.



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The City's duly authorized agent, upon investigation of any leaks or waste that may jeopardize the City's water and/or wastewater system or deemed a nuisance, will be disconnected immediately.

## **Section 1.9 Fire Suppression Systems**

- (a) All new customers who request fire suppression service shall install a separate line in accordance with the City of Baldwin's Minimum Development Standards and Water and Sewer Construction Standards and Details.
- (b) The customer shall not be permitted to take water from the fire suppression system except for fire suppression purposes.
- (c) Monthly fees for fire suppression service will be charged in accordance with a schedule of fees established by the City, please see attachment (Attachment "A").

## **Section 1.10 Construction Standards and Details**

All extensions of the water and wastewater system shall be designed and built in accordance with current City of Baldwin's Minimum Development Standards and Water and Sewer Construction Standards and Details. No installation of pipe or other materials for water and/or wastewater extensions shall be allowed until the required information is received, and the design is approved by the City.

Design and construction of water and/or wastewater system extensions shall comply with all local, state, and federal rules and regulations pertaining to water and wastewater line installation, including but not limited to rules and regulations for safety, erosion and sediment control, stream buffer protection, wetlands, and water quality standards. Failure to comply with the provisions of this section may result in enforcement and fines as described in this ordinance.

## **Section 1.11 Restriction on Water Use**

The "Rules for Outdoor Water Use" as set forth at Chapter 391-3-30 of the Georgia Department of Natural Resources Environmental Protection Division, as amended from time to time, are hereby adopted and incorporated by reference as a local ordinance of the City of Baldwin. Any amendment of said rules or declaration of drought and respective response level is hereby automatically adopted by the City without the necessity of any further action.

The City's duly authorized agent is authorized and empowered to implement water conservation measures during emergency conditions including implementation of such

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outdoor water use restrictions as may be recommended by state officials during such times and days as they deem necessary in any area served by the water system. When such water use restrictions are imposed, notice shall be given through the public media sources.

## **Section 1.12      Additional Utility Service Policies**

In addition to all other provisions of this ordinance, the Mayor and Council, may make, amend, or remove policies as they deem necessary.

## **Section 1.13      Unincorporated Consumers**

- (a) Water customers located outside the corporate boundaries of the City of Baldwin are subject to the rules and regulations contained in this chapter.
- (b) The property owners shall pay all applicable fees to make the water and/or wastewater available to the property.
- (c) When a property owner requests to connect onto the city's water and/or wastewater system, and the property to be served is located outside of the corporate boundaries of the city, the property owner shall meet one (1) of the following requirements before construction of lines and connection to the city system shall begin, and such construction and connection shall begin only with the authorization of the city:
  - (d) If the property is contiguous to the existing limits of the city, the property owner shall petition the city for annexation of the property to be served by the city prior to commencement of construction or connection of the lines; or
  - (e) If the property is not contiguous with the existing limits of the city, the property owner shall execute a restrictive covenant consenting to annexation of such property into the city when the property becomes contiguous. The property owner shall also be required to submit a certificate of title to the city to verify ownership of the property. The restrictive covenant will be recorded in the property records at the county courthouse and such covenant shall stipulate that if the property becomes contiguous with the existing limits of the city at a future date and the property owner refuses to petition for annexation, the city will have the authority to terminate utility service.
- (f) The requirement for annexation may be waived by the Mayor and Council at the city's option.
- (g) Should a property owner whose property has been connected to the city's water and/or wastewater system pursuant to the requirements of this section refuse to petition for annexation by the city when their property becomes contiguous with the city's corporate limits, or meet any other requirement of this section, the city may terminate utility service and disconnect that property from the city water and/or wastewater system until such time as a petition for annexation is filed.

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## **Section 1.14 Penalties**

- (a) Civil penalties. Violations of this ordinance may be prosecuted upon citations issued by law enforcement. The violation of any provision of this ordinance shall be punishable by a fine for each offense or violation not to exceed one thousand dollars (\$1,000.00) for each offense or violation.
- (b) Criminal penalties. Knowingly violating any provision of this ordinance which poses or could pose a threat to public health or safety shall be considered a criminal act and shall be punishable by imprisonment and fines commensurate with the risk to the public as determined by the judiciary.
- (c) Additional penalties. In addition to civil and criminal penalties, any person violating any provision of this ordinance may be liable to pay restitution in the discretion of the court for:
  - (d) The total cost incurred by the city to repair or replace facilities damaged as a result of the violation.
  - (e) Any injury or damage to person or property or loss of services resulting from the violation.

## **Section 1.15 Charges Constituting Lien**

The outstanding charges for a closed utility account shall be a lien upon the account holder as provided for in the charter of the city. Whenever a bill for utility service exceeds the amount of \$100 and remains unpaid for (180) days after it has been disconnected, the city clerk may file with the Clerk of the Superior Court of Habersham or Banks County, a statement of lien claim. This statement shall contain a legal description of the premises served, the amount of the unpaid bill, and a notice that the city claims a lien for this amount as well as for all charges for utility services for the period covered by the bill.

## **Chapter 2 Wastewater**

### **Section 2.1 Prohibited Discharges**

No person shall discharge or cause to be discharged any of the following described waters or wastes into the City of Baldwin Wastewater System:

- (a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid or gas.

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- (b) Any waters, containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment facility.
  - (c) Any waters or wastes having a pH lower than 6.0 or greater than 9.0 or having any other corrosive property capable of causing damage or hazard to sewers, structures, equipment or personnel.
  - (d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, underground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
  - (e) Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
  - (f) Any waters or wastes containing odor-producing substances in sufficient quantity to cause the OSHA limits to be exceeded in the manholes, or any noxious public nuisance or hazard to life or preventing entry into sewers for the maintenance, inspection, and repair thereof.
  - (g) Any radioactive wastes or isotopes of such half-life or concentrations as may exceed limits established in compliance with applicable state or federal regulations.
  - (h) Quantities of flow, concentrations, or both which constitute a “slug”, as defined in Section 1.2.
  - (i) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed.
  - (j) Any water or wastes which, by interaction with other wasters or wastes in the City of Baldwin Wastewater System, release obnoxious gases, from solids, which interfere with the collection system, or create a condition deleterious to structures and treatment processes.
  - (k) Wastewater having a temperature higher than one hundred fifty (150) degrees Fahrenheit (sixty-five (65) degrees Celsius) or causing the temperature at the influent

to a treatment plant to exceed one hundred four (104) degrees Fahrenheit (forty (40) degrees Celsius).

- (l) Any substance which may cause the water pollution control facility effluent or any other products of the water pollution control facility such as residues, sludges, or scums, to be unsuitable for reclamation and reuse.
- (m) Any substance which will cause the water pollution control facility to violate its NPDES Permit or the receiving water quality standards.
- (n) Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to, dye wastes, ink wastes, and vegetable tanning solutions.
- (o) Any unpolluted cooling water, groundwater, roof drainage, basement drainage, subsurface drainage, or yard drainage through direct or indirect connection to the wastewater facilities.
- (p) Any chemical or discharge that would be deemed a hazardous waste or toxic pollutant as identified pursuant to section 307 (a) of the Act, or chemical or discharge that requires special disposal considerations as deemed by the chemicals SDS.
- (q) No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant-specific limitations developed by the City, the County or the State.
- (r) No person owning, or operating, a vacuum, “cesspool”, or septic pump trucks or other liquid waste transport trucks shall discharge directly or indirectly such sewage into the wastewater treatment plant, manhole or sewage line.

No user shall discharge wastewater which exceeds the following shown limits. The maximum concentration values are as specified below but are not limited to only these pollutants.

	<b>Maximum Allowable Concentration (mg/L) <u>Avg. Workday</u></b>
BOD5	300
TSS	300
TKN	50
Total Phosphorous, as P	7.5
Ammonia, as Nitrogen	15
Arsenic	0.25
Cadmium	0.07
Chromium	1.71
Copper	2.07
Lead	0.43
Mercury	0.005

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Nickel	2.38
Selenium	1.0
Silver	0.24
Zinc	1.48
Cyanide	0.65
Phenols	0.5
Oil and Grease (total)	100

## **Section 2.2 Federal and State Requirements**

- (a) Any laws or regulations promulgated by the State of Georgia relative to the construction or use of wastewater facilities which are stricter than the regulations provided in this ordinance are incorporated herein by reference, and such regulations may be enforced by the City of Baldwin.
- (b) Federal Pretreatment Standards
  1. The Federal government has adopted regulations governing wastewater discharges from industries into publicly owned wastewater treatment works (POTWS). These Federal regulations are generally referred to as the Federal Pretreatment Standards or the Federal Categorical Pretreatment Standards, as set forth in 40 CFR Part 403, et seq. Any portion of these Federal Standards which are stricter than the regulations provided in this Ordinance are incorporated herein by reference, and such regulations may be enforced by the City of Baldwin.
  2. It is the affirmative obligation of all industrial users regulated by the Federal Pretreatment Standards, to comply with the Federal Standards, whether or not the industry has received notification from the City of Baldwin or any other jurisdiction of the existence and nature of the Federal Standards.

## **Section 2.3 Wastewater Questionnaire**

All nondomestic users shall, upon the request of the City of Baldwin, complete and submit to the City, a wastewater form provided by the City and shall be used for the purpose of determining whether the industry is a “Significant Contributing Industry” and for other purposes. The wastewater questionnaire shall include the following information, at a minimum:

- (a) Name, address and location, if different from the address.
- (b) SIC number according to the Standard Industrial Classification Manual, U.S. Office of Management and Budget, 1972, as amended.
- (c) Wastewater Constituents and characteristics, including but not limited to those shown in Section 1.2.

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- (d) Time and duration of contribution.
  - (e) Average daily and peak wastewater flow rates, including daily, monthly, and seasonal variations if any.
  - (f) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, sewer connections and appurtenances by the size, location, and elevation.
  - (g) Description of activities, facilities, and plant processes on the premises, including all materials which are or could be discharged.
  - (h) Where known, the nature and concentration of any pollutants in the discharge which are limited by the City, State or Federal Pretreatment Standards, and a statement regarding whether or not the discharge standards are being met on a consistent basis and if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet additional discharge standards.
  - (i) Each product produced by type, amount, process or processes and rate of production.
  - (j) Type and amount of raw materials processed (average and maximum per day).
  - (k) Number and type of employees and hours of operation of plant and proposed or actual hours of operation of pretreatment system.
  - (l) Any other information as may be deemed by the City to be necessary to evaluate the industry discharge.

The City will evaluate the data furnished by the user and may require additional information.

## **Section 2.4 Sampling and Testing Procedures**

- (a) Sampling Procedures.

When wastewater sampling is required by the City of Baldwin of any user for any purpose, the following sampling procedures shall be utilized: A twenty-four (24) hour composite sample shall be collected or a grab sample depending on the type of analysis required. The frequency of sampling, sampling chamber, metering device, sampling methods, and analysis of samples shall be subject, at any time, to inspect and verification by the City. Sampling and measuring facilities shall be such as to provide safe access for authorized personnel of the City for making such inspection and verification.

- (b) Testing Procedures.

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- (1) All wastewater monitoring samples required by the City of Baldwin shall be tested by an independent laboratory for the parameters required, with the results submitted to the City of Baldwin on the original laboratory report sheets.
  - (2) All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this Ordinance shall be determined in accordance with the latest edition of “Standard Methods for the Examination of Water and Wastewater”, published by American Public Health Association, or in accordance with any applicable EPA testing procedure of general acceptance in the chemical testing industry, provided, however, that all such analyses shall be determined in accordance with the requirements of 40 CFR 136, which requirements shall prevail in the event of conflict.

## **Section 2.5 Significant Contributing Industries**

(a) General

All Significant Contributing Industries (See definition of Significant Contributing Industry in Section 1.2) that discharge wastewater effluent into the City of Baldwin Wastewater System shall comply with the following:

(b) Sampling Manhole.

To provide for accurate sampling and measurement of industrial wastes, each Significant Contributing Industry shall provide and maintain, on each of its industrial waste outlet sewers, a large manhole or sampling chamber to be located outside the plant. If inside the plant fence, there shall be a gate near the sampling manhole with a key furnished to the City. There shall be ample room provided in each sampling manhole to enable convenient inspection and sampling by the City, or its ‘agent.

(c) Provision for Flow Monitoring.

Each Sampling Manhole shall contain a properly installed flow monitoring device such as a Parshall flume, Palmer-Bowlus flume, or other similar device as is approved by the City. Plans of the proposed sampling manhole and monitoring device shall be prepared by a registered engineer and submitted to the City of Baldwin for review and approval. The industry shall be responsible for the maintenance and the annual calibration of the meter.

(d) Discharge Permit Required.

It shall be unlawful for any Significant Contributing Industry, as determined under this Ordinance, to discharge wastewater into the City of Baldwin Wastewater System without an issued discharge permit through the Georgia Environmental Protection Division.



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## **Section 2.6 Discharge Permits**

(a) General.

- (1) All significant Contributing Industries proposing to connect to or to contribute to the City of Baldwin Wastewater System shall obtain a wastewater discharge permit through the Georgia Environmental Protection Division before connecting to or contributing to the City System.
- (2) All existing Significant Contributing Industries connected to or contributing to the City of Baldwin Wastewater System shall obtain a wastewater discharge permit through the Georgia Environmental Protection Division.

## **Section 2.7 Industrial Pretreatment Facilities**

(a) Requirement for.

All users shall provide necessary wastewater pretreatment as required to comply with the limitations and provisions contained in this Ordinance and to achieve compliance with all Federal Categorical Pretreatment Standards within the time limitations as specified by the Federal Pretreatment Regulations. Any facilities required to pretreat wastewater to a level acceptable to the City shall be provided, operated, and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the City for review and shall be acceptable to the City prior to commencement of construction of the facility. The review of such plans and operating procedures will in no way relieve the user of the responsibility for modifying the facility as necessary to produce an effluent acceptable to the City under the provisions of this Ordinance. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the City prior to the user's initiation of the changes.

(b) Compliance Schedules.

The timing of construction and operation of pretreatment facilities as required hereby shall be in accordance with the permitting compliance scheduled as issued by the Georgia Environmental Protection Division; however, the City shall also have the authority to issue compliance schedule independent of the permitting process and such compliance schedules may be enforced by the City.

(c) Pretreatment Requirements:

When deemed necessary, users of the City of Baldwin Wastewater System shall design, construct, permit through the Georgia Environmental Protection Division,

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operate, and maintain wastewater pretreatment facilities whenever necessary to reduce or modify the user's wastewater constituency to achieve compliance with the limitations in wastewater strength set forth in Section 2.1, to meet applicable National Pretreatment Standards, or to meet any other wastewater condition or limitation contained in this ordinance or the user's wastewater discharge permit issued by the Georgia Environmental Protection Division.

(d) Maintenance of Pretreatment Facilities:

Where pretreatment or flow-equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at their expense.

(e) Structure for Observations, Sampling and Measurement of Wastes:

The owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observations, sampling, and measurement of the wastes. Such structure, when required, shall be accessibly and safely located, and shall be constructed in accordance with approved plans.

(f) Plans and Specifications:

Plans, specifications, and operating procedures for such wastewater pretreatment facilities shall be prepared by a registered engineer and shall be submitted to the City for review in accordance with accepted engineering practices. The City Engineer shall review said plans within 45 days and shall recommend to the user any appropriate changes. Plans and specifications for the pretreatment facilities shall also be reviewed and approved by EPD prior to construction. Prior to beginning construction of said pretreatment facility, the user shall submit a set of construction plans and specifications to the City. Prior to beginning construction, the user shall also secure such building, plumbing, or other permits that may be required by the City, County or State. The user shall construct said pretreatment facility within the time provided in the user's wastewater discharge permit issued by the Georgia Environmental Protection Division. Following completion of construction, the user shall provide the City with two sets of "As-built" drawings.

(g) State Requirements:

State requirements and limitations on discharge shall apply in any case where they are more stringent than Federal requirements and limitations or those in this Ordinance.

(h) City's Right of Revision:

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The City reserves the right to establish by ordinance more stringent limitations or requirements on discharges to the City of Baldwin Wastewater System if deemed necessary.

(i) Excessive Discharge:

No user shall ever increase the use of process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant-specific limitations developed by the City, the County or the State.

(j) Prevention of Accidental Discharges:

All industrial users shall provide such facilities and institute such procedures as are reasonably necessary to prevent or minimize the potential for accidental discharge into the City of Baldwin Wastewater System of waste regulated by this Ordinance from liquid or raw material storage areas, from truck and rail car loading and unloading areas, from in-plant transfer or processing and material handling areas, and from diked area or holding ponds of any waste regulated by this Ordinance.

(k) Maintenance of Records:

(1) Sampling and Testing Records. Any permitted user subject to the reporting requirements established in Subsection (h), hereof, shall maintain records of all information resulting from any such monitoring activities. Such records shall include monitoring results for all samples:

- (i.) The date, exact place, method, and time of sampling and names of the person or persons taking the samples;
- (ii.) The dates analyses were performed;
- (iii.) The name of person(s) who performed the analysis;
- (iv.) The analytical techniques/methods used; and
- (v.) The results of such analyses.

(2) Monitoring Activities and Records of Results. Any permitted user subject to the reporting requirements established in Subsection (h), hereof, shall be required to retain for a minimum of three (3) years any records of monitoring activities and results (whether such monitoring activities are required by this Ordinance) and shall make such records available for inspection and copying by the City, State, or

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EPA. This period of retention shall be extended during any unresolved litigation regarding the permitted user, or when requested by the City, State, or EPA.

## **Section 2.8 Sand and Oil/Grease Interceptors**

(a) Requirement For.

- (1) All users involved in the preparation of food for commercial purposes shall provide oil/grease interceptors or traps. Additionally, any user who generates a wastewater which contains greater than the quantity of oil and grease regulated under Section 2.1 and provided that the excess oil and grease is floatable and can be effectively removed in oil/grease interceptor or trap, then said user will be required to install a grease/oil interceptor.
- (2) All users whose wastewater stream is associated with unusually large quantities or grit, sand or gravel shall be required to install a sand trap. All car/truck wash systems shall be required to install sand traps.
- (3) The requirements of this Ordinance section shall not apply to private living quarters or dwelling units.

(b) Design Criteria

- (1) All oil/grease traps and interceptors shall be of a type and capacity approved by the city in accordance with the Baldwin's Minimum Development Standards and Water and Sewer Construction Standards and Details and shall be located to be readily and easily accessible for sampling, cleaning, and inspection.

(c) Maintenance.

- (1) All grease, oil and sand interceptors or traps shall be maintained by the user at their expense, in continuously efficient operating condition at all times. In the maintaining of these traps/interceptors, the owner shall be responsible for the proper removal and disposal by appropriate means of the captured materials, and shall maintain records of the dates, and means of disposal which are subject to review by the City. The frequency of removal shall be such as to ensure that no overflows of oil, grease or sand into the wastewater treatment system ever results. It is recommended to clean and remove all material from the trap/interceptor when the capacity reaches twenty five percent volume of the trap/interceptor. Manifests shall be submitted to the City after each cleaning and removal of material from the trap/interceptor.

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- (d) Proper Disposal of Collected Materials.
- (1) Under no circumstances shall the collected materials ever be returned to the City's wastewater system.
- (e) Requirement for oil/grease interceptor for all current users of the Baldwin sewer system that are involved in the preparation of food for commercial purposes.
- (1) Oil/grease within the sewer transmission lines of the City of Baldwin, can clog the lines and result in untreated sewage flowing out of the sewer manholes. The overflow of untreated sewage from sewer manholes due to clogged lines because of oil/grease being discharged within the lines creates serious and potentially hazardous health consequences for the citizens and community of the City of Baldwin. Excessive discharge of oil/grease into the wastewater treatment facility of the City of Baldwin can also disrupt the operations of the wastewater treatment facility of the City of Baldwin and again, create a serious and hazardous health situation for the citizens and community of the City of Baldwin. Due to the need to prevent this possible health hazard, the City of Baldwin finds that it is appropriate to require all current users of the sewer system involved in the preparation of food for commercial purposes to provide an oil/grease interceptor or trap. Additionally, any current user who generates a wastewater which contains greater than the quantity of oil and grease regulated under Section 2.1, and provided that the excess oil and grease is floatable and can be effectively removed in an oil/grease interceptor trap, then said user shall be required to install a grease/oil interceptor. A user involved in the preparation of food for commercial purposes shall include but not be limited to personal care homes, skilled nursing facilities or other similar establishments, having more than six residents or which generate a wastewater which contains greater than the quantity of oil and grease regulated under Section 2.1. In order to facilitate installation of the oil/grease interceptors or traps, all current users of the sewer system of the City of Baldwin that are now subject to the requirements for an oil/grease interceptor or trap, shall have six (6) months from the effective date of the amendment to the sewer use ordinance requiring the interceptors or traps, to install said interceptors or traps, before said current users can be held to be in violation of this ordinance for failure to have an oil/grease interceptor or trap.

## **Section 2.9 High Strength Wastewater Surcharge**

- (a) Establishment of.

All users discharging "high strength" wastewater into the City of Baldwin Wastewater System shall be assessed a monetary surcharge, in addition to the

normally required sewer use charges, in an amount to be calculated as shown below. A “high strength” wastewater is defined as wastewater which contains biochemical oxygen demand (BOD5), total suspended solids (TSS), ammonia (NH3) nitrogen, or total phosphorous as P (PHOS) or any combination thereof, in excess of the following maximum allowable concentrations:

- (1) Five day, 20 degree Celsius biochemical oxygen demand (BOD5) of 300 milligrams per liter (mg/L).
- (2) Total suspended solids (TSS) of 300 milligrams per liter (mg/L).
- (3) Ammonia (NH3) nitrogen above 15.0 milligrams per liter (mg/L).
- (4) Total phosphorous as P (PHOS) above 7.5 milligrams per liter (mg/L).

The above parameters shall be determined by the utilization of the sampling and testing procedures as provided in Section 8.

(b) Formula.

When the concentrations of the surcharged parameters shown above exceed the values of the constituents as set forth in subsection (a) above, the excess concentrations shall be subject to a surcharge in the amount derived in accordance with the following formula:

$$\frac{P \times G \times 8.34 \times C}{1000} = \text{\$/month}$$

Where:

“P” is equal to the concentration in mg/L of the parameter being evaluated (BOD5, TSS, NH3 and PHOS) which is in excess of the amounts shown in subsection (a), above.

“G” is equal to the user’s monthly water consumption in thousands of gallons as determined from the user’s monthly water meter readings or is equal to the user’s monthly sewer meter readings depending on which type is used by the user for sewer use determination.

“8.34” is a conversion factor.

“C” is equal to the unit cost in dollars per pound (\$/lb) for the treatment of the surcharged parameters. The unit cost as determined by the City upon recommendation of the city engineer may be different for the treatment of the different parameters. These unit costs will be reviewed and adopted annually by the City Council; see current fee schedule (Attachment “A”).

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Based on the analysis by the City Engineer, the City Council does hereby adopt as the unit of cost for “C” for the biochemical oxygen demand (BOD5) parameter, the amount of 0.79 cents (\$0.79/lb) per pound and the total suspended solids (TSS) parameter, the amount of 0.99 cents (\$0.99/lb) per pound. For the ammonia (NH3) nitrogen parameter, the amount of Two and 55/100 Dollars (\$2.55/lb) per pound and for the Total Phosphorus as P (PHOS) parameter, the amount of Three and 11/100 Dollars (\$3.11/lb) per pound. These unit costs shall be used within the formula previously adopted by the City of Baldwin, Georgia, and used in the calculation of all monetary surcharges assessed for the discharge of “high strength” wastewater into the City of Baldwin wastewater system.

(c) Quantitative Measurement of Surchargable Parameters.

The measurement of the surcharge parameters (BOD5, TSS, NH3, and PHOS) shall be conducted as follows:

- (1) The City shall sample and test the user as provided in Section 1.8.
- (2) The City need not provide any prior notice to the industry with regard to the sampling period.
- (3) The City may sample the user as often as desired at the City’s expense if, in the opinion of the City, representative samples have not been previously obtained.
- (4) If in the opinion of the user, the samples taken by the City are not representative of the user’s typical wastewater, then the user may request a resampling. At the user’s request, the City shall grant the user not more than two (2) resamplings per year. All user request resampling shall be done at the user’s expense. A reasonable cost shall be charged to the user by the City therefore.
- (5) Upon receipt by the City’s wastewater facility of a flow of “high strength” wastewater, the City may take any and all actions necessary, including but not limited to sampling and other tests and investigation, in order to determine the user or users discharging the “high strength” wastewater, the quantity of the discharge or discharges, and the concentrations of the surcharged parameters contained within the flow. The City may conduct such tests and investigation as recommended by the City Engineer to determine the user or users performing the discharge and the other determinations as outlined hereinabove. Users discharging the “high strength” wastewater will then be assessed the monetary surcharge as provided herein. The surcharge rate will be in effect for twelve (12) months following the end of the calendar year in which it is calculated. The industrial user may petition the City to adjust the duration or

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concentration of the surcharge rate based on changing environmental conditions. The sum of all surcharges calculated will be added to the sewer bill for the industrial user for the 12-month period until a new surcharge rate is calculated and will be added to the user's utility bill.

(d) Surcharge for High or Excessive Flows of Discharges of Consumers into the City of Baldwin Wastewater System

The City of Baldwin, Georgia has certain customers or users of the wastewater system of the City of Baldwin, and including but not limited to certain industrial, commercial, residential, and state or other types of consumers, that discharge their wastewater into the City of Baldwin wastewater system pursuant to certain license, permit, or agreement limitations and as specified between the City of Baldwin and said consumer. These limitations are imposed in order to allow the wastewater treatment facility of the City of Baldwin to meet its discharge parameters under its discharge permit granted to said facility, by the Environmental Protection Division of the Georgia Department of Natural Resources. Therefore, high or excessive flows of waste water discharge into the wastewater system of the City of Baldwin by said consumers can cause the improper operation of the wastewater treatment facility of the City, can cause the City to incur and have higher treatment costs, and can cause the facility to not be in compliance with the parameters of its discharge permit, and cause the City to incur certain fines and penalties as assessed by the Environmental Protection Division of the Georgia Department of Natural Resources, or any combination thereof. Therefore, all consumers or users discharging high or excessive flows of wastewater into the City of Baldwin wastewater system, and in violation of any license, permit, or agreement between said user/consumer and the City of Baldwin, shall be assessed a monetary surcharge, and an amount to be calculated as provided by this ordinance.

(e) Measurement of High or Excessive Flows Discharged into the Wastewater System by Users/Consumers.

All discharge flows of a user/consumer which exceeds the parameters of flow limitations set by any license, permit or agreement between the City of Baldwin and said user, shall be assessed a surcharge which shall be at least two (2) times the usual rate paid by said user/consumer. The surcharge for high or excessive flows shall be at least two (2) times the usual rate typically paid by said user/consumer, but the City Council is specifically authorized to establish the current surcharge rate by resolution of the City Council in a public meeting of the City Council. The City shall determine the amount of the excessive or high flows by way of a flow meter, or by any other reasonable means by which to determine the high or excessive flows of wastewater discharge by the user/consumer into the wastewater system of the City of Baldwin, Georgia. The determination of the amount of the high or excessive flow, when in question, shall be determined by the City or any other approved agent of the City, using any reasonable means by



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which to make a reasonable calculation as to the amount of the high or excessive flow discharge into the waste water system of the City by the user/consumer.

## **Section 2.10 City's Right to Monitor Nondomestic Users to Confirm Compliance**

The City of Baldwin shall have the right and authority to enter upon any industrial user's premises or the premises of any commercial user, or any premise subject to water and/or sewer service for the purpose of observation, flow monitoring, wastewater sampling or for any other reasonably necessary purpose to confirm the user's compliance with the provisions of this Ordinance. The City of Baldwin may, but is not required to, provide the user with prior notice of the entry.

The City of Baldwin shall have a right, at reasonable times, to have access to and copy any records, inspect any monitoring equipment, and sample any effluents which discharge to the wastewater treatment system.

Any tests performed by the City of Baldwin to confirm compliance of a user and which demonstrate a violation by the user shall have the test costs reimbursed by the user including but not limited to the labor charges of City employees or approved agent of the City.

## **Section 2.11 Violations**

The failure of any person to comply with any provision contained in this Ordinance shall be a violation which shall be enforced in accordance with the penalties and provisions of this ordinance.

## **Section 2.12 Notice of Violations**

Any person found to be violating any provision of this Ordinance shall be provided with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof.

The offender shall within the period of time stated in such notice, permanently cease all violations. Written notice provided via email, personally delivered, or placed in the U.S. Mail to the person's last known address shall be deemed sufficient notice under this section.

## **Section 2.13 Injunctive Relief**

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If any person violates the provisions of this Ordinance, Federal or State Pretreatment Requirements, the City of Baldwin may commence an action for appropriate legal and/or equitable relief including injunctive relief, in the appropriate Court of competent jurisdiction. A person found in violation of this ordinance shall be responsible for all court costs including but not limited to attorney fees.

**Section 2.14      Enforcement Actions Accumulative**

Except as otherwise provided, all of the enforcement provisions set forth herein are accumulative to any other enforcement procedures or remedies which may be available to the City of Baldwin either by local or State law or by this Ordinance.

**Section 2.15      Inconsistent or Conflicting Ordinances**

All ordinances and parts of ordinances in conflict herewith, to the extent of such conflict only, are hereby repealed.

**Section 2.16      Separation Clause**

The invalidity of any section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance which can be given effect without such invalid part or parts.

This Ordinance shall be in full force and effect from and after the date of its passage.

Adopted by the City Council of Baldwin, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor Stephanie Almagno

\_\_\_\_\_  
Council Member Erik Keith

\_\_\_\_\_  
Council Member Kerri Davis

\_\_\_\_\_  
Council Member Maarten Venter

\_\_\_\_\_  
Council Member Alice Venter

Attest:

\_\_\_\_\_  
City Clerk Erin Gathercoal

**PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2024**

COUNTY: **BANKS** TAXING JURISDICTION: **BALDWIN**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2023 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2024 DIGEST
REAL	25,728,976	4,072,909	739,989	30,541,874
PERSONAL	285,573		(8,268)	277,305
MOTOR VEHICLES	1,857,770		31,880	1,889,650
MOBILE HOMES	50,270		1,132	51,402
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	27,922,589	4,072,909	764,733	32,760,231
EXEMPTIONS	1,127,917		179,986	1,307,903
NET DIGEST	26,794,672	4,072,909	584,747	31,452,328
	<b>(PYD)</b>	<b>(RVA)</b>	<b>(NAG)</b>	<b>(CYD)</b>
<b>2023 MILLAGE RATE:</b>	<b>2.662</b>		<b>2024 MILLAGE RATE:</b>	<b>4.728</b>

**CALCULATION OF ROLLBACK RATE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2023 Net Digest	PYD	26,794,672	
Net Value Added-Reassessment of Existing Real Property	RVA	4,072,909	
Other Net Changes to Taxable Digest	NAG	584,747	
2024 Net Digest	CYD	31,452,328	(PYD+RVA+NAG)
2023 Millage Rate	PYM	2.662	PYM
Millage Equivalent of Reassessed Value Added	ME	0.345	(RVA/CYD) * PYM
Rollback Millage Rate for 2024	<b>RR - ROLLBACK RATE</b>	<b>2.317</b>	PYM - ME

**CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2024 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	2.317
	2024 Millage Rate	4.728
	<b>Percentage Tax Increase</b>	<b>104.06%</b>

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

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Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

-----  
Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2024 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2024 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

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Responsible Party Title Date

**PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2024**

COUNTY: **HABERSHAM** TAXING JURISDICTION: **BALDWIN**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2023 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2024 DIGEST
REAL	83,505,899	8,275,189	1,875,237	93,656,325
PERSONAL	10,053,305		(187,602)	9,865,703
MOTOR VEHICLES	513,870		(1,650)	512,220
MOBILE HOMES	1,260,504		470,620	1,731,124
TIMBER -100%	0		0	0
HEAVY DUTY EQUIP	0		0	0
GROSS DIGEST	95,333,578	8,275,189	2,156,605	105,765,372
EXEMPTIONS	2,261,045	0	115,000	2,376,045
NET DIGEST	93,072,533	8,275,189	2,041,605	103,389,327
	(PYD)	(RVA)	(NAG)	(CYD)
2023 MILLAGE RATE:	8.481		2024 MILLAGE RATE:	9.170

**CALCULATION OF ROLLBACK RATE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2023 Net Digest	PYD	93,072,533	
Net Value Added-Reassessment of Existing Real Property	RVA	8,275,189	
Other Net Changes to Taxable Digest	NAG	2,041,605	
2024 Net Digest	CYD	103,389,327	(PYD+RVA+NAG)
2023 Millage Rate	PYM	8.481	PYM
Millage Equivalent of Reassessed Value Added	ME	0.679	(RVA/CYD) * PYM
Rollback Millage Rate for 2024	<b>RR - ROLLBACK RATE</b>	<b>7.802</b>	PYM - ME

**CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2024 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	7.802
	2024 Millage Rate	9.170
	<b>Percentage Tax Increase</b>	<b>17.53%</b>

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

-----  
Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

-----  
Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2024 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2024 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2024 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

-----  
Responsible Party Title Date

PASSED: 10/28/2024

**RESOLUTION #2024-10154R**

**A RESOLUTION TO ADOPT A CITY  
MILLAGE RATE FOR BALDWIN, GEORGIA**

**WHEREAS**, the Baldwin City Council is the governing authority of Baldwin, Georgia;

**WHEREAS**, the Baldwin City Council is charged to establish the millage rate in accordance with State law; and,

**WHEREAS**, in fulfillment of this function, the Baldwin City Council has published all legal notices and held all public hearings as are necessary under pertinent law for the establishment of the millage rate;

**WHEREAS**, the proposed 2024 millage for Baldwin represents a total millage increase of (17.53%) for the Habersham County area; and a total millage increase of (104.06%) for the Banks County area.

**WHEREAS**, the millage rate for 2024 is now ready for adoption.

**NOW THEREFORE, BE IT RESOLVED**, that the City does hereby adopt the 2024 millage rates for the taxable property of the City of Baldwin as follows:

**Habersham County Baldwin millage rate.**

9.170 mills for the Habersham County Baldwin millage rate.

**Banks County Baldwin millage rate**

4.728 mills for the Banks County Baldwin millage rate.

This 28<sup>th</sup> day of October, 2024

**BY:**

**Baldwin City Council**

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Mayor Stephanie Almagno

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Council Member Erik Keith

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Council Member Kerri Davis

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Council Member Maarten Venter

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Council Member Alice Venter

Attest:

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Erin Gathercoal, City Clerk

DRAFT

CITY COUNCIL  
Mayor Joe Elam  
Larry Lewallen, Post 1  
Theron Ayers, Post 2  
Dr. Stephanie Almagno, Post 3  
Maarten Venter, Post 4  
Alice Venter, Post 5



Emily Woodmaster, City Clerk CAO  
Bubba Samuels, City Attorney  
186 Hwy 441 Bypass  
Baldwin, GA 30511  
706-778-6341~Cityofbaldwin.org

## Council Action Form

**Meeting Date:** 10/28/2024

**Submitted By:** Police Department

### Agenda Item:

Classification (City Attorney must approve all ordinances, resolutions and contracts):

- Ordinance (No.\_\_\_\_)      Contract      Information Only      Public Hearing  
 Resolution (No.\_\_\_\_)      Ceremonial      Discussion/Action      Other

### Background (Includes description, background, and justification)

Pace Scheduler is a software designed to handle scheduling for public safety agencies. Pace will allow police department command staff to maintain a 24-hour schedule and save hours of schedule preparation each month. Pace will allow our employees to put in leave requests, overtime justifications, training days, and shift swaps automatically.

### Budgeting & Financial Impact (Included project costs and funding sources)

\$1,600 annually from Software Contracts line item.

Capital Asset     Cost \_\_\_\_\_     Useful Life \_\_\_\_\_

### Staff Recommendation (Include possible options for consideration)

Approve 1 year contract with Pace Scheduler

Department Head Approval *[Signature]*

Date 10/25/2024

City Attorney Approval \_\_\_\_\_

Date \_\_\_\_\_

City Clerk, CAO Approval \_\_\_\_\_

Date \_\_\_\_\_

Council Denial \_\_\_\_\_  
Council Tabled Until \_\_\_\_\_  
Council Approval \_\_\_\_\_



# Pace Scheduler Proposal

BALDWIN POLICE DEPARTMENT  
ASST. CHIEF JUSTIN FERGUSON  
155 WILLINGHAM AVE.  
BALDWIN, GA 30511

Frank Provenzano  
10-24-2024



## OVERVIEW

Dear Asst. Chief Ferguson,

Thank you for taking the time to view a demonstration of our scheduling software. Based on our discussion during the demo, we hope you agree that the software will be an excellent fit for your department.

Our system will allow you to quickly and easily:

- Create schedules utilizing our permanent shift and customized rotation patterns and populate schedules for any schedule period you choose (ex. 3 months, 6 months, year, indefinitely)
- Easily identify and fill staffing deficits
- Automate the vacation bidding process
- Manage on-the-fly schedule changes
- Notify and let officers sign up for available extra-duty or open-shift overtime
- Send unlimited email and/or text alerts and messages to your staff
- Handle time off/overtime requests electronically, all backed by a full audit trail and extremely robust reporting.
- Track benefit time
- Quickly assign beats/areas/sectors and equipment needed for them.
- Ease the burden on your payroll/admin staff by allowing us to create an export for your payroll system at no charge to you.

Our extensive experience working with police departments has allowed us to optimize our onboarding and training processes to ensure a successful and smooth transition to our software. You can rest assured that the Pace Team is with you every step of the way!

Sincerely,

Frank Provenzano

National Account Manager

Pace Scheduler

## SCOPE OF SERVICES

The Pace Scheduler software is an advanced scheduling solution built specifically for the unique needs of law enforcement. It is an online-hosted solution, which allows users 24-7 access anywhere they have an active internet connection. The site is scalable and fully functional on any modern device (tablet, phone, laptop, PC, etc.).

The software is based on a yearly subscription model and includes the following:

- 13 Month first-year term (extra month to cover the setup/onboarding process)
- Site hosting, Maintenance, Standard Updates, and bug fixes.
- Unlimited Phone and Email Support (M-F, 8A-5P, NBD response)
- Initial Online Training for Admins, Supervisors, and Regular Users
- Unlimited Text/Email Messaging and Alerts
- Any New Standard Pace Planned Features Released as Part of the Core Software
- Unlimited Storage of Client Scheduling Data (data is never deleted)
- Custom Export to Payroll Software (if applicable)

Any additional features/needs requiring custom development will be reviewed by the development team for feasibility, a clearly written scope defined, and will be quoted separately.

## ONBOARDING PROCEDURE

Upon purchasing Pace Scheduler, you will receive a welcome email requesting the following:

- Fill out Google Sheet – details what info we need from you to setup your site, along with examples
- Provide 1-2 months of your current schedule
- Provide current roster in specified format
- Identify who will be the Pace “Project Lead” and “Co-Lead” for your department – these will be the Pace Scheduler experts from your department who will be the main POC.

## ONBOARDING ESTIMATED TIMEFRAME

The timeline below is merely an estimate and is dependent on many factors including, but not limited to department size, when data is received, client availability and responsiveness, and client scheduled “go-live” date.

Phase	Timeframe
Data Collection	Weeks 1-2
Site Setup	Weeks 3-4
Review and Training	Week 5-6
GO LIVE	Weeks 6-7
Custom Payroll Reports	TBD

## TERMS AND CONDITIONS

### **PACE SCHEDULER SERVICES AND SUPPORT**

Subject to the terms of this Agreement, Company (Pace Scheduler) will use commercially reasonable efforts to provide Customer the Services as agreed upon. As part of the setup process, Customer will identify the key admin level user who will be the go-to contact person when the Pace Scheduler team needs to contact Company.

### **RESTRICTIONS AND RESPONSIBILITIES**

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by Customer will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published Term of Service and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may

prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Customer consents on behalf of all its users to receive automated text messages related to the software's functionality. These messages may include notifications, alerts, and reminders. Standard message and data rates may apply. Users can opt out individually by replying "STOP" to any message. Customer is responsible for updating Pace Scheduler with any changes to its users' mobile numbers. Company is not liable for delayed, undelivered, or compromised messages.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### **CONFIDENTIALITY; PROPRIETARY RIGHTS**

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements,

enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings. No rights or licenses are granted except as expressly set forth herein.

Notwithstanding anything in this Agreement to the contrary, it is the express intention of the parties to this Agreement that all right, title and interest of whatever nature in the Company's user manuals, training materials, all computer software, report formats, together with all subsequent versions, enhancements and supplements to said software and written materials, all copyright rights (including both source and object code) and all oral or written information relating to the Company's software or written materials conveyed in confidence by the Company pursuant to this Agreement which is not generally known to the public and which give the Company an advantage over their respective competitors who do not know or use such information, and all other forms of intellectual property of whatever nature is and shall remain the sole and exclusive property of the Company and shall not be exploited by the Customer, except as expressly set forth herein.

#### **PAYMENT OF FEES**

Customer will pay Company the applicable fees described in the Order Form for the Services and Custom Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company will bill customer via an invoice. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

#### **TERM AND TERMINATION**

Subject to earlier termination as provided below, this Agreement shall be automatically renewed for additional periods of the same duration as the Term as specified in the Order Form unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### **WARRANTY, MAINTENANCE, AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

#### **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, OR NEGLIGENCE THEORY,; (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

requested. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions.

#### **MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt

## **SECURITY STATEMENT**

The Pace Scheduler is a cloud based software solution, which therefore poses little risk to any internal IT networks. Further, no highly sensitive data is stored anywhere within the Pace Scheduler databases. We do not collect social security numbers, payment information, health information, or external passwords. For all of the data that we do collect, we keep it secure in the following ways:

The Pace Scheduler uses 256-bit secure sockets layer encryption for all communications with our servers.

All data is password protected and multiple security and permission layers are enforced at the application level to ensure only the proper users view the data they are entitled to view. Passwords are encrypted using the PBKDF2 algorithm with a SHA256 hash, a password stretching mechanism recommended by NIST. This means even members of the Pace Scheduler development team cannot gain access to a user's password.

The data is physically stored on the highly secured AWS technology infrastructure. The AWS data center operations have been accredited under ISO 27001, SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II), PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). These centers also provide environmental/disaster safeguards, network security safeguards, and system security safeguards that all comply with industry standards.

Database backups are taken and stored at regular intervals, no less than once per day, and are also stored within the secure AWS technology infrastructure. Every change to your data is written to write-ahead logs, which are shipped to multi-datacenter, high-durability storage. In the unlikely event of unrecoverable hardware failure, these logs can be automatically 'replayed' to recover the database to within seconds of its last known state.

## **UPTIME AND AVAILABILITY**

### **Uptime**

The Pace Scheduler application is hosted on Amazon Web Services servers, which guarantees a 99.99% uptime. To date, Pace Scheduler has kept a historical 99.996% uptime (including both planned and un-planned outages), while frequently releasing features and making many improvements on the application.

### **Scheduled Maintenance**

When Pace releases new functionality that may require downtime, releases updates to existing features that may require downtime, or needs to bring the website down for maintenance for any other reason, Pace will schedule these updates or outages between 12:00AM CST and 5:00AM CST unless extenuating circumstances exist. Releases that require 0 seconds of downtime may happen at alternate times. During the vast majority of releases there will be no downtime. The reason for scheduling certain releases in the night is to ensure that if downtime happens it will not affect users during normal business hours. There may occasionally be exceptions when the Pace team may need to do maintenance during business hours, and in these instances the Pace Scheduler team will communicate as appropriate to any affected clients.



## **SUPPORT TERMS**

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm US/Central time, with the exclusion of Federal Holidays (“**Support Hours**”).

Customer may initiate a helpdesk ticket during Support Hours by calling 630-395-2185 or any time by emailing [support@pacescheduler.com](mailto:support@pacescheduler.com).

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

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## PRICING AND FEES

**PACE SCHEDULER**  
**2040 CORPORATE LANE**  
**NAPERVILLE, IL 60563**

**DATE:** October 24, 2024  
**QUOTATION #:** BAL20241024  
**QUOTE VALID UNTIL:** January 24, 2025

**BILL TO:**  
BALDWIN POLICE DEPARTMENT  
ASST. CHIEF JUSTIN FERGUSON  
155 WILLINGHAM AVE.  
BALDWIN, GA 30511

DESCRIPTION	TYPE OF FEE	TOTAL
General Software License Fee - up to 20 Users	Yearly Recurring	\$1,600.00
Setup Fee	One-time	(\$500.00) <b>WAIVED</b>

### COST BREAKDOWN:

DESCRIPTION	TOTAL
YEARLY RECURRING TOTAL FEES	\$1,600.00
ONE-TIME FEES	NONE
FIRST YEAR TOTAL	\$1,600.00*

Please check the option below to add Single Sign On (SSO) through Microsoft Azure to your subscription:

\_\_\_\_\_ SSO Pricing for above stated user count: \$240.00/Year (\$1,840.00 subscription total per year with SSO)

\*Pace Scheduler offers a satisfaction guarantee, whereby once your full team has attended and completed all training and onboarding meetings, and are using the system and considered live, if you are dissatisfied with the product during the initial term, Pace will prorate and refund the unused portion of your first subscription year. Refund does not include any custom development fees.

\* Purchase a multi-year subscription in order to lock in your current pricing with no increases throughout the multi-year subscription contract.

Please check an option below if you would like to take advantage of a multi-year subscription agreement:

\_\_\_\_\_ 2 Year \_\_\_\_\_ 3 Year \_\_\_\_\_ 4 Year \_\_\_\_\_ 5 Year

**Payment is due upfront for selected number of years in order to take advantage of this offer.**

**EXHIBIT A**

**Custom Implementation Services**

**Custom Implementation Services:** Pace will use commercially reasonable efforts to provide Customer the additional services and/or functionality described here in Exhibit A (hereafter referred to as Custom Implementation Services), and Customer shall pay Company the Custom Implementation Fee in accordance with the terms herein.

This exhibit describes all items that go beyond the scope of the core Pace Scheduler program and are therefore considered to be Custom Implementation Services:

- N/A. Customer did not request any Custom Implementation Services in this contract.

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**PACE SCHEDULER SERVICES AGREEMENT**  
**QUOTATION #: BAL20241024**

This Pace Scheduler Services Agreement (“Agreement”) is entered into on \_\_\_\_\_ (the “Effective Date”) between Pace Systems, Inc. with a place of business at 2040 Corporate Lane, Naperville, IL 60563 (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the proposal in its entirety, as well as the stated Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Customer acknowledges and agrees to payment being due upfront and within 30 days of receipt of Pace Scheduler invoice.

**Pace Systems, Inc.:**

**Customer:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO# (If Applicable): \_\_\_\_\_

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