

STATE OF GEORGIA )  
 )  
COUNTY OF BRYAN )  
 )

SEWER SERVICE AGREEMENT

This **AGREEMENT** (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ 2023 by and between **EFFINGHAM COUNTY**, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, “Effingham County”) and **BRYAN COUNTY**, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, “Bryan County”). Effingham County and Bryan County are, collectively, the Parties.

**WHEREAS**, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides that local governments in the State may contract with one another for any period not exceeding fifty (50) years; and

**WHEREAS**, Bryan County has committed to provide the sewer infrastructure necessary to support large scale development at the I-16 Mega-Site and anticipated subsequent support development within the regional area through the Economic Development Agreement between Hyundai Motor Group Metaplant America LLC (HMGMA) and the State of Georgia and the Georgia Department of Economic Development and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority executed July 21, 2022 (hereinafter “Economic Development Agreement”); and

**WHEREAS**, Bryan County and Effingham County are members of the Savannah Harbor-Interstate 16 Corridor Joint Development Authority (JDA) and are committed to supporting the HMGMA development of the mega-site and all infrastructure improvements to accomplish the same; and

**WHEREAS**, Bryan County intends to design, permit, construct, operate and maintain a sewer force main to collect and convey sewer as part of the Interstate 16 Regional Sewer Improvements Project, including a future parallel force main as necessary to provide sewer service to the City of Savannah, Effingham County, and other customers. Collectively these sewer and related infrastructure improvements are hereinafter, the “Project”; and

**WHEREAS**, Bryan County also intends to design, permit, construct, operate and maintain a water transmission main along Interstate 16 within the same easement corridor as the Project, including manholes, structures, fencing, landscaping, site improvements, access roads, sampling stations, fire hydrants, electrical equipment, power lines/poles, meter stations, booster pump stations, Supervisory Control and Data Acquisition (SCADA) systems, telemetry equipment, and future improvements as necessary to provide water supply to Bryan County, Effingham County, and other customers (the “Water Project”) subject to the execution of a separate Water Services Agreement between the Parties; and

**WHEREAS**, Bryan County is currently constructing a wastewater treatment facility within Bryan County north of Interstate 16; and

**WHEREAS**, mutual benefit can be derived from the sharing of specific resources and efforts; and

**WHEREAS**, pursuant to such authority Bryan County and Effingham County desire to enter into an agreement concerning the provision of sewer conveyance capacity from Bryan County to Effingham County and the provision of final treatment and disposal of wastewater or sanitary sewage by Bryan County of wastewater or sanitary sewage originating from Effingham County; and

**WHEREAS**, it is in the best interest of the citizens of Bryan County and Effingham County that this Agreement be consummated and that such commitments be made.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, and benefits to the parties, Bryan County and Effingham County agree as follows:

**1. Definitions:**

- 1.1 “Bryan County Wastewater System” shall mean the existing and expanded wastewater/sewer collection, conveyance, and treatment system owned and operated by Bryan County, including, but is not limited to, the North Bryan County Water Reclamation Facility, sewer collection mains, force mains, pump stations, effluent mains, effluent disposal systems, reclaimed water systems, and future expansion of said system. The Bryan County Wastewater System also includes the sewer collection and conveyance system along Interstate 16 through Effingham County to the Sewer Delivery Point as shown on Exhibit “B”, and as more particularly described herein.
- 1.2 “Effingham County Wastewater System” shall mean the existing wastewater/sewer collection and conveyance system owned and operated by Effingham County including, but is not limited to, pump stations, sewer mains, force mains, and future expansion of said system in the vicinity of Savannah Portside. The Effingham County Wastewater System also includes any future sewer mains to the Sewer Delivery Point with Bryan County as shown on Exhibit “B”, and as more particularly described herein.
- 1.3 “Master Sewer Meter” shall mean the meter located at the Sewer Metering Station which shall be designed to measure the quantity of sewer delivered from the Effingham County Wastewater System to Bryan County for conveyance and treatment.
- 1.4 “Maximum Sewer Delivery Rate” shall mean the maximum flowrate Effingham County is allowed to convey wastewater into the Bryan County Wastewater System, which shall be a maximum flow of 440 gallons per minute (gpm).
- 1.5 “Maximum Sewer Monthly Average” shall mean the maximum flowrate Effingham County is allowed to convey wastewater into the Bryan County Wastewater System as measured on a monthly average basis, which shall be 0.250 million gallons per day (mgd).
- 1.6 “Savannah-Bryan Sewer Delivery Point” shall mean the point at the Savannah-Bryan Sewer Metering Station which is immediately upstream (i.e. on the Savannah side) from the Savannah-Bryan Sewer Meter Station property line and is the point at which Savannah connects to the

Bryan County Wastewater System as shown on Exhibit "B", and as more particularly described herein.

- 1.7 "Savannah-Bryan Sewer Metering Station" shall mean the metering facility that will house the Master Sewer Meter whereby Bryan County and the City of Savannah meter wastewater transferred between their respective systems. The Savannah-Bryan Sewer Meter Station is located in the vicinity of Interstate 16 and the Effingham/Chatham County line as shown on Exhibit "B", and as more particularly described herein.
- 1.8 "Effingham Sewer Delivery Points" shall be located on both sides of I-16 with one connection point located on Tract 2 as identified on the plat and the second connection point located within the easement area acquired by Bryan County on the Effingham County Industrial Development Authority parcels as shown on Exhibit "B", and as more particularly described herein.
- 1.9 "Effingham-Bryan Sewer Metering Station" shall mean the metering facility that will house the Master Sewer Meter whereby Bryan County will measure wastewater conveyed by Effingham County to the Bryan County Wastewater System. The Effingham-Bryan Sewer Meter Station shall be constructed in a mutually agreeable location as determined by the Parties in the future and will generally be in the vicinity of Savannah Portside along Interstate 16 as shown on Exhibit "B", and as more particularly described herein.
- 1.10 "Effingham County Service Area" - shall mean the area within Effingham County which is depicted in Exhibit "C" attached to this Agreement and made a part hereof.
- 1.11 "Domestic Wastewater" shall mean such wastewater as is derived from residential dwellings, business buildings, institutions and the like
- 1.12 "Industrial Wastes" shall mean liquid wastes from any industrial process, cooling water discharge, wastes exclusive of those which are not considered Domestic Wastewater as defined in in 40 CFR, as amended.
- 1.13 "GA EPD" shall mean the Environmental Protection Division of the Department of Natural Resources of the State of Georgia.
- 1.14 "MGD" as used herein is an abbreviation for the term "million gallons per day."
- 1.15 "ERU" or "Equivalent Residential Unit" means number of residential units to which the water demand of a customer is equivalent, where a residential unit is assumed to have an average demand of 300 gallons per day (gpd).

## **2. Wastewater Service:**

2.1 Bryan County intends to design, permit, and construct a regional wastewater treatment facility (hereinafter "Water Reclamation Facility" or "WRF") in direct support of the development of the Mega-Site and surrounding development. It is expected that the WRF will have an initial capacity of 5 MGD, which can be expanded in phases and upgraded to a maximum capacity of 8 MGD. The initial 5 MGD capacity is anticipated to be allocated to 3 MGD for sewer flows from the Mega-Site, 1 MGD from sewer flows from Savannah, and 1 MGD of existing and anticipated flows within Bryan County and the surrounding area, which shall include up to .25 MGD for Effingham County.

2.2 Sewer Service to Effingham County - The Parties agree that upon the completion and operation of the North Bryan Water Reclamation Facility ("WRF"), Bryan County will notify Effingham County of available sewer capacity, and the rates, including any and all capital recovery fees, at which such capacity may be acquired. Effingham County shall provide a written request to Bryan County of the amount of sewer capacity it desires in units of 0.25 million gallons per day (MGD). Bryan County agrees to sell, and Effingham County agrees to acquire, such requested available capacity at the then-existing wholesale rate, which shall be the same or better rate that any other wholesale user may acquire available capacity at the time of Effingham County's written request, including capital recovery fees.

If at any time Effingham County desires additional capacity in excess of .25 MGD, Bryan County shall notify Effingham County of any required modifications, improvements, and/or expansions to the North Bryan WRF necessary to accommodate acceptance of the requested capacity for treatment and disposal of sewage, including the estimated cost and timing required to complete said modifications, improvements, and/or expansions. Effingham County will then provide written authorization to Bryan County to proceed pursuant to the terms of this Agreement. Effingham County will be responsible for one hundred percent (100%) of the actual costs and expenses associated with the modifications, improvements, and/or expansions necessary to accommodate the capacity requested by Effingham County. The sewer service agreement shall also provide for the wholesale rate, provisions for the design, construction, and payment of costs associated with the modifications, improvements, and/or expansions necessary to accommodate Effingham's request for capacity, any Capital Recovery Fees, and other provisions of services or conditions as necessary. No design, construction, or installation of any modification, improvement, or expansion will commence unless and until Effingham County and Bryan County mutually agree to proceed.

2.3 Upon completion of Bryan County's WRF, execution of this Water/Sewer Service Agreement, and mutual agreement of the Parties to proceed pursuant to Section 3.2, Bryan County shall make the "Effingham Sewer Delivery Point" available to Effingham County at the agreed upon locations generally along both sides of the Interstate 16 corridor as shown on "Exhibit B". Both parties agree that Effingham County will construct, own and maintain the sewer conveyance system up to the delivery point. Effingham County shall also construct a sewer metering station at said location ("Effingham-Bryan Sewer Metering Station") along with the necessary collection system improvements required to transport sewage to the North Bryan WRF. Effingham County shall be responsible for its pro rata share of all costs associated with the Bryan County Wastewater System from the Effingham Sewer Delivery Point to the North

Bryan WRF. Effingham County agrees that the Effingham County Wastewater System collection of conveyance of sewer to Effingham Sewer Delivery Point, and the treatment capacity made available by Bryan County under this agreement shall be used solely to serve sewer customers located within the political boundaries of Effingham County and more specifically the Effingham County Service Area as generally shown on Exhibit "C".

2.4 The maximum amount of sewer conveyance from Effingham County into Bryan County's system will not exceed 440 gallons per minute (GPM) of peak flow (the "Maximum Sewer Delivery Rate"). In no event shall Bryan County be obligated to provide sewer conveyance and treatment capacity in excess of a monthly average of 0.25 MGD during this initial phase.

2.5 Effingham County may request future additional capacity within the Bryan County WRF in increments of 0.25 MGD. Said future additional capacity shall require an amendment to this Agreement and all associated costs shall be the responsibility of Effingham County. Upon Effingham County's request for incremental capacity increases, the Parties shall agree to a mutually acceptable schedule for Bryan to permit and complete any necessary modifications, improvements, and/or expansions to the Bryan County WRF.

**3. Sewer Conveyance System:** 3.1 Bryan County has procured the services of a qualified engineer to prepare the survey, design, and permit for the sewer conveyance system improvements as depicted in Exhibit "B", which are generally described as the extension of an 18-inch force main from the Bryan County transfer sewage pump station at Interstate Center in Bryan County to the Savannah-Bryan Sewer Delivery Point near the Effingham-Chatham County Line. Based on planning efforts to date and the executed Savannah-Bryan Sewer Service Agreement dated December 8, 2020, Bryan County anticipates the described 18-inch force main improvements along Interstate 16 will initially convey wastewater from Bryan County to the City of Savannah for treatment and disposal. It is further anticipated that in the future this force main system will be modified to redirect sewer such that Savannah can transfer wastewater to Bryan County's North WRF for treatment and disposal. Upon completion of this redirection modification, Bryan shall offer Effingham County wastewater service pursuant to this Section of the Agreement. No wastewater service is available until this redirection modification is complete.

3.2 Based on planning efforts to date and the executed Savannah-Bryan Sewer Service Agreement dated December 8, 2020, Bryan County further anticipates the 18-inch force main conveyance system will be modified in the future to include a second parallel 18-inch force main for the purpose of providing additional sewer conveyance capacity to City of Savannah. Upon completion of these future parallel force main improvements, Bryan County can provide additional wastewater treatment and conveyance capacity to Effingham County. Any requests for capacity from Effingham shall follow the process as prescribed in this Section of the Agreement. Bryan County further agrees to obtain all utility and construction easements necessary for the construction of the above-referenced sewer improvements, including all legal fees, land acquisition costs, and other fees that are associated with same, which will be owned and maintained by Bryan County, except that Effingham County shall provide all reasonable administrative and legal assistance to Bryan County to obtain all necessary permits and easements associated with said acquisitions lying within Effingham County. Effingham

further agrees to provide sewer, access, and permanent and temporary construction easements on any land owned by Effingham County as required by Bryan County to construct and maintain its regional sewer system along Interstate 16. Effingham further agrees that any required permits, approvals, and easement acquisitions shall not be unreasonably withheld, conditioned, or delayed. Bryan County further agrees to accept responsibility for the administration of the construction contract(s) with the selected contractor(s) and agrees to require the awarded contract(s) to be paid via approved monthly construction payment requests for work performed to date. Effingham County shall be responsible for all costs associated with the design, permitting, and construction of all sewer improvements in Effingham County up to the Effingham Sewer Delivery Point. Said improvements shall be owned and maintained by Effingham County.

3.3 Effingham County agrees to not impair or impede Bryan County's intent to design, install, maintain, and operate the Water Project. Bryan County and Effingham County agree that they shall, in good faith, negotiate a Water Services Agreement for the Water Project. Bryan County and Effingham County agree that they shall not unreasonably condition, delay, or deny approval and execution of such Water Services Agreement.

4.. **Sewer Meter Station.** Effingham County shall design, permit, construct and install a sewage flow meter device to measure both instantaneous flow and total gallons of flow per month at the designated point of discharge to the Bryan County sewer system (the "Effingham-Bryan Sewer Metering Station"). Ownership of the sewer meter station as well as operational and maintenance responsibilities of the same shall be Bryan County's. The location and meter that is furnished shall be mutually approved and accepted by the Parties and shall measure flows to an accuracy acceptable to both parties. Both parties further agree as follows:

- 4.1. The meter installation shall include a dedicated interface to which Effingham County may connect telemetry or SCADA systems to monitor and record flow in real time independent of Bryan County's flow recording requirements. Output signals for Effingham's use shall be the raw data signals directly from the measuring instruments. The telemetry, SCADA, and other equipment used for Effingham to monitor and record flow independently of Bryan County's equipment shall be considered an integral part of the meter and shall be installed, operated, and maintained by Effingham to provide accurate sewage flow measurement data.
- 4.2 All costs for Effingham-Bryan Sewer Metering Station including design, permitting, land acquisition, easements, and construction shall be the responsibility of Effingham County. Effingham shall further be responsible for the cost, design, and installation of all wiring, cabling, hardware, software, communications services, SCADA, telemetry, and other infrastructure required for Bryan County to monitor and record flow in real time independently of Effingham's flow recording systems and to send the output signal from the interface to the location for Bryan County's use shall be borne by Effingham County.
- 4.3 After the initial calibration and final acceptance of the meter station, Bryan County shall operate, supervise, manage, maintain, repair and replace the metering station and the interconnecting sewer line with Effingham County, up to the designated Effingham Sewer Delivery Point. Periodic maintenance, calibration, and/or adjustments to instruments shall

be provided to Effingham County via fax or email within 24 hours of said operation and followed in writing within thirty (30) days.

4.4 Upon completion of Effingham County's sewer connection to Bryan County's system, the meter station described herein will be used for Bryan County to charge Effingham County for wastewater discharged into Bryan County's system.

5. **Maintenance and Operation of Sewer Master Meter** – Both Parties agree that the operation and maintenance of the Effingham-Bryan Sewer Metering Station shall be the responsibility of Bryan County, which shall include the following:

5.1 Master Sewer Meter Calibration Tests - Maintenance of the Master Sewer Meter including annual calibration by a third-party shall be the responsibility of Bryan County. Bryan County shall calibrate the Master Sewer Meter at least once every twelve (12) months or in accordance with the manufacturer's recommendation, whichever is more frequent. Master Sewer Meter calibration shall include a written report certified by the third-party calibration vendor and a copy of said report shall be provided by Bryan County to Effingham County upon the completion of each Master Sewer Meter calibration. Effingham County may request that additional calibrations of the Master Sewer Meter be performed, but such requests may be made no more frequently than once in a twelve-month (12) period. The cost of additional Master Sewer Meter calibration as requested by Effingham County shall be paid by Effingham County unless the meter is found to be inaccurate beyond the manufacturer's range of accuracy in which case the cost shall be paid by Bryan County. Effingham County shall have the right to have its representative read said meter once within such calendar month, if it so desires, and Bryan County shall have a representative available in order that said meter may be jointly read. It is expressly provided, however, that Bryan County and Effingham County shall have the right to read said meter at such other time or times within each calendar month as may be mutually agreeable. Should the representative of Effingham County fail or refuse to appear at the time agreed upon, then Bryan County's representative may read such meter and the reading so made shall be final, conclusive, and binding upon Effingham County.

5.2 Master Sewer Meter Accuracy - Should the Master Sewer Meter be found to be inaccurate beyond the manufacturer's range of accuracy, the meter will be assumed to be inaccurate since the last meter test or for a period of three (3) months, whichever time is less and the following month's billing will be adjusted to show a credit or additional charge for meter flow for that period based of time.

5.3 Master Sewer Meter Failure - In the event the Master Sewer Meter does not properly register flows due to mechanical/electrical failure, then flows during the period of such failure shall be estimated for billing purposes based on the monthly average of the last six (6) available meter readings preceding the failure until the meter is once again fully operational.

5.4 Operation and Maintenance and Sewer Quality Responsibilities – Effingham County shall be responsible for the construction, funding, operation, maintenance and compliance with applicable law and regulations of the Effingham County Sewer System located in Effingham County upstream from the Effingham Sewer Delivery Point. Wastewater/sewer collection and conveyance system including

manholes, sanitary sewers, pump stations, force mains, valves, fittings, and other appurtenances that are part of the Bryan County Sewer System shall be responsibility of Bryan County to operate and maintain. Bryan County shall be responsible for the conveyance, treatment, and disposal of sewer delivered to the Effingham Sewer Delivery Point by Effingham to meet the requirements of applicable regulatory agencies. The quality of sewer, which must meet the requirements of set forth in Section 9, up to the Effingham Sewer Delivery Point shall be the responsibility of Effingham County.

It is recognized that rules and regulations of regulatory agencies may require Bryan County to implement new disinfection technology or other changes that may affect the chemical characteristics of the delivered Sewer. Such changes may in turn require corresponding changes in the operation of the Effingham County Sewer System. The parties shall keep each other informed on the potential impact that such new regulatory requirements may have. Each party shall be responsible for making, and funding, the changes that such requirements may impose on its own system.

5.5 Master Meter Calibration Tests and Meter Failure. Maintenance of the Master Sewer Meter, including annual calibration by a third-party, shall be the responsibility of Bryan County. Bryan County shall calibrate the meter at least once every twelve (12) months or in accordance with manufacturer's recommendation, whichever is more frequent. Master Sewer Meter calibration shall include a written report certified by the third-party calibration vendor and a copy of said report shall be provided by Bryan County to Effingham County upon the completion of each Master Sewer Meter calibration. Effingham County shall have the right at all times to inspect said meter and to conduct at Effingham's expense such tests as may be appropriate so as to assure that it is accurately measuring the stage discharged. Effingham County may request that additional calibrations of the Master Sewer Meter be performed, but such requests may be made no more frequently than once in a twelve-month (12) period. The cost of additional Master Sewer Meter calibration tests as requested by Effingham shall be paid by Effingham unless the meter is found to be inaccurate beyond the manufacturer's range of accuracy in which case the cost shall be paid by Bryan County.

Effingham County shall have the right to have its representative read said meter once within such calendar month, if it so desires, and Bryan County shall have a representative available in order that said meter may be jointly read. It is expressly provided, however, that Bryan County and Effingham County shall have the right to read said meter at such other time or times within each calendar month as may be mutually agreeable. Should the representative of Effingham County fail or refuse to appear at the time agreed upon, then Bryan County's representative may read such meter and the reading so made shall be final, conclusive and binding upon Effingham County.

5.6 Master Sewage Meter Accuracy. Should the Master Sewer Meter be found to be inaccurate beyond the manufacturer's range of accuracy, the meter will be assumed to be inaccurate since the last meter test or for a period of three (3) months, whichever time is less and the following month's billing will be adjusted to show a credit or additional charge for meter flow for that period based of time.



5.7 Master Sewer Meter Failure. In the event the Master Sewer Meter does not properly register flows due to mechanical/electrical failure, then flows during the period of such failure shall be estimated for billing purposes based on the monthly average of the last six (6) available meter readings preceding the failure.

**6. Metered Sewage Consumption Charge:** Effingham County shall pay to Bryan County a consumption charge for each 1,000 gallons delivered through the Master Sewer Meter. The consumption charge shall be stated in terms of dollars per 1,000 gallons. The effective rate at all times shall be structured to recoup the wholesale cost of transporting, treating, and disposing of wastewater delivered by Effingham County, which shall be the same or better rate that any other wholesale user may acquire available capacity at the time of Effingham County's written request, including capital recovery fees. Bryan County shall notify Effingham County in writing of the Effective Rate for Sewer within 30 days of Bryan County's written notice of sewer capacity availability subject to the terms of Section 3.2 of this Agreement. Payment shall be made monthly within 30 days of the receipt of the invoice for consumption charges.

**7. Sewage Treatment.** All wastewater produced and transported by Effingham County to the Effingham Sewer Deliver Point shall be pretreated in accordance with GA EPD or Bryan County industrial pretreatment permit, as applicable. Bryan County will only accept for treatment, domestic strength wastewater or other wastewater pretreated in accordance with industrial pretreatment permits issued by the GA EPD or Bryan County as applicable, and delivered by Effingham County. Wastewater discharges into the Bryan County Wastewater System shall conform with the latest revisions of Sec. 30-114 – General Sewer Use Requirements of the Bryan County Code of Ordinances. Discharge limits must also conform to Bryan County's GA EPD permit, and Bryan County further prohibits toxic materials which would interfere with Bryan County's biological treatment processes.

All existing and new wastewater customers within the Effingham County Service Area shall submit an Industrial Pretreatment Survey, to determine if an individual industrial pretreatment permit is required. If, based on the results of the Industrial Pretreatment Survey, a individual pretreatment permit is required, those customers shall submit a full and complete industrial pretreatment permit application to Bryan County or GA EPD, as applicable. Effingham County shall be responsible for administering the submittals for all customers within the Effingham County Service Area, and shall not approve any development or site improvements without verifying the approval status of pretreatment permits. All discharges into the Bryan County Wastewater System shall not exceed the more stringent of either Bryan's or GA EPD's current industrial pretreatment requirements, and shall be subject to final approval of industrial pretreatment permits issued by Bryan County and GA EPD shall have characteristics which do not exceed the following parameter limits:

<b><u>Constituent</u></b>	<b><u>Maximum Concentration</u></b>
BOD	300
COD	500
pH	6.0 - 9.0
Fat, Oil, and Grease	100

TOC	200
Total Suspended Solids	200
Arsenic	0.077
Cadmium	0.004
Chromium	0.57
Copper	0.50
Cyanide	0.10
Lead	0.05
Mercury	0.014
Molybdenum	0.043
Nickel	0.61
Total PAH	0.100
Benzene	0.01
Toluene	0.7
Residual chlorine	4.00
Total phenols	21
Selenium	0.17
Silver	0.43
Surfactants	100
Total toxic organics	2.13
Zinc	0.30
Ammonia	15
Phosphorus	10
Elthylbenzene	0.3
Total xylene	0.5
Chloride	250
Sulfate	500

Delivered sewage shall contain no toxic material, trash, debris, or other characteristics which may interfere with Bryan County's pumping, transport, or treatment processes whether or not specifically identified above. Effingham County shall be responsible for requiring any industrial treatment necessary to comply with limitations.

The parties mutually agree that no statement contained herein shall be construed as preventing any special agreement or arrangement between Effingham County and Bryan County or any user within Effingham County, whereby an industrial waste of unusual strength or character may be accepted by Bryan County for treatment from an industrial user within the Effingham County Service Area, which may require a sewer surcharge fee. As such, Effingham County shall be required to adhere to all terms and conditions of Bryan County's Pretreatment Program as approved by GA EPD as well as its Sewer Use Regulations, and any other conditions as may be agreed upon. Bryan County agrees to assist Effingham County in the evaluation of any proposed industrial user for treatment by Bryan County, or pretreatment by said industrial user of its wastewater for treatment by Bryan County.

Effingham County shall sample and report each of the above parameters at least quarterly to demonstrate compliance.

The maximum amount of acceptable sewage that may be delivered by Effingham County in any month is 250,000 gallons per day. In no event shall Bryan County be obligated to accept in excess of an annual average of 250,000 gallons per day, unless by amendment to this Agreement.

- 9. Sewer Use Regulations.** Effingham County shall adopt and enforce regulations to prevent the discharge into its sewer system of any materials which by reason of character or quantity would:
- a. Interfere with the operation or efficiency of the sewage transport and treatment systems of Bryan County, or not be susceptible to treatment by the treatment process.
  - b. In any way cause a violation of any directive, regulation, or permit of the Environmental Protection Division of the Department of Natural Resources (“EPD”) or the industrial pre-treatment program of Bryan County or any other regulatory agency.
  - c. Constitute a hazard to human or animal life due to toxicity, flammable or explosive characteristics of the pollutant(s).

Such regulations shall be no less stringent than the sewer use provisions of the Bryan County Unified Development Ordinance (UDO) or Engineering Design Manual (EDM), as amended, and as adopted pursuant to, and in accordance with, the regulations of the EPD or any successor agency.

Effingham County shall notify Bryan County of any violation of the sewer use regulations within 24 hours and take immediate corrective action to stop such violation and minimize the effects of such violation.

- 10. Purchase of Additional Wastewater Conveyance and Treatment Capacity.** Bryan County shall complete any and all modifications, improvements, and/or expansions to the Bryan County WRF necessary to accommodate acceptance of additional conveyance, treatment, and disposal of sewage following the written request, notification, and mutually agreement process described in Section 3 of this Agreement. Bryan County shall have a minimum of up 60 months to complete the required plant and conveyance system improvements necessary to accommodate Effingham’s request for additional capacity. Effingham may request flows in increments of no less than 0.25 MGD. Effingham County shall be responsible for 100 percent of costs associated with said modifications, improvements, and/or expansions by Bryan County necessary to accommodate same. As it shall be necessary for Bryan County and Effingham County to develop a separate and specific agreement for these efforts in the future Bryan County shall be under no obligation to construct said facilities within the 60-month time frame until such time that the agreement has been mutually agreed upon and executed by both parties.

- 11. Required Future Sewage Treatment Improvements.** In the event that Bryan County is required by any regulatory agency, or by any law, rule, or regulation, within the terms of this Agreement, to make improvements to the sewage transport system, to increase the level of treatment, to undertake a capital maintenance project, or make other improvements to (such as disposal of effluent by land application), or change, or eliminate the discharge of, the facility treating sewage delivered by Effingham County so as to increase the capital or operating costs for providing sewage service under this agreement, then the sewer capital cost recovery charge and/or the sewer metered consumption charge shall be equitably adjusted. Said adjusts will be reviewed in detail between both parties.

For purposes of this section “capital maintenance” shall mean a renewal or replacement of facilities or equipment costing in excess of \$250,000.

- 12. Future Connections to Sewer System.** Effingham County agrees that it will not allow other wholesale or municipal sewer customers from within Effingham County to connect to the sewer conveyance system and discharge into Bryan County’s system without prior consent from Bryan County.
- 13. Interest on Overdue Payments and Non-Payment.** Interest at the legal rate shall be charged on the unpaid balance of any amount not paid when due. Said interest shall begin to accrue on the payment due date. Bryan County will be relieved of its obligation to continue to accept sewage from Effingham County in the event that payments due hereunder remain unpaid in excess of ninety (90) days after the date due. Effingham County shall be provided notice of non-payment and shall have ten (10) days from the date of such notice to make payment before Bryan County is relieved of its obligations.

The foregoing notwithstanding, interest on an overdue unpaid balance shall not accrue during any period required to investigate the accuracy of meter calibrations as provided in Section 7.

- 14. Excess Sewage Usage.** Excess sewage usage means sewage delivered by Effingham County through the meter station and Sewer Delivery Point, in any month, in excess of the quantities specified in this agreement, or with characteristics exceeding the maximum concentrations provided in Section 10 of this agreement. Bryan County shall give notice to Effingham County of the occurrence of excess sewage usage. Upon receipt of such notice, Effingham County shall immediately take steps to eliminate such excess sewage usage.

If after 30 days of such notice excess sewage usage continues to occur, Bryan County, at its option, may adjust the Sewage Capital Cost Recovery Charge to equitably recover additional costs resulting from of such excess usage and Effingham County shall pay charges at such adjusted rates, and/or Bryan County may install physical devices to limit the quantity of sewage delivered to be within the quantities provided for under this agreement. In addition, it is agreed that the consumption charge for excess sewage delivered shall be 1.5 times the consumption charges defined in Section 9 hereof.

**15 Indemnification.** Bryan County shall indemnify and hold Effingham County harmless for any costs it may suffer that resulted from the negligence of Bryan County in the operation of its water system. Effingham County shall indemnify and hold Bryan County harmless for any costs it may suffer that resulted from the negligence of Effingham County in the operation of its water system.

- 16. Provisions of Law.** All generally applicable provisions of law now or hereafter in effect related to water or sewer service by Effingham County and/or Bryan County shall be applicable to this Agreement.
- 17. Notices.** Any notices required to be given to any party under the terms of this Agreement, shall be forwarded by United States Postal service as follows:

If to Bryan County:

Bryan County Board of Commissioners

ATTN: County Administrator  
P.O. Box 430  
51 North Courthouse Street  
Pembroke, GA 31321

If to Effingham County: Effingham County Board of Commissioners  
ATTN: County Manager  
804 S Laurel Street  
Springfield, Georgia 31329

**18. Term.** The Agreement shall be effective for an initial term ending on December 31, 2043. The term of this Agreement may be extended under the same terms and provisions upon mutual agreement, or other mutually agreeable terms and provisions, by ten (10) year renewal terms to the extent allowed under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia.

However, the parties recognize that changing environmental conditions, changing costs, new or changed laws, rules, regulations or orders of the state or federal governments, or other changed circumstances, may make renegotiations of provisions of this Agreement necessary prior to the end of the initial term or any extended term. Therefore, it is agreed that the parties may call for the renegotiation of provisions of this Agreement affected by changed circumstances to achieve an equitable revision.

**19. Miscellaneous.**

- a. **Governing Law.** This agreement is a Georgia contract and shall be construed and enforced in accordance with the laws of the State of Georgia.
- b. **Severability.** If any provision of this agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, the parties declare that it shall be severable, and that all remaining provisions of this agreement shall remain in full force and effect.
- c. **Entire Agreement.** This instrument represents the entire agreement between the parties and supersedes any prior oral or written understandings.
- d. **Headings.** The headings of the sections of this agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions hereof.
- e. **Waivers.** No delay or failure to exercise a right under this agreement shall impair such right or shall be construed to be a waiver thereof, and any such rights may be exercised from time to time and as often as deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver.
- f. **Amendments.** No amendment to this agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties hereto.

- g. **Counterparts.** This Agreement may be signed in several counterparts, each one of which shall be an original and all of which when taken together will constitute one agreement between the parties.

[Signatures begin on following page]

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed by their duly authorized officers and their seals affixed as of the day and year first above written:

Executed in the presence of:

**BRYAN COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_

Witness

\_\_\_\_\_

Ben Taylor  
County Administrator

\_\_\_\_\_

Notary Public  
(SEAL)

Attest: \_\_\_\_\_

Lori Tyson  
County Clerk  
(SEAL)

Executed in the presence of:

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_

Witness

\_\_\_\_\_

Tim Callanan  
County Manager

\_\_\_\_\_

Notary Public  
(SEAL)

Attest: \_\_\_\_\_

Stephanie Johnson  
County Clerk  
(SEAL)