

STATE OF GEORGIA)
)
)
COUNTY OF BRYAN)
)

WATER AND SEWER SERVICE AGREEMENT

This AGREEMENT (the "Agreement") made and entered into this _____ day of _____, 2022 between the **BOARD OF COMMISSIONERS OF BRYAN COUNTY**, a political subdivision of the State of Georgia (herein after referred to as "**Bryan County**") and the **BOARD OF COMMISSIONERS OF BULLOCH COUNTY**, a political subdivision of the State of Georgia (herein after referred to as "**Bulloch County**");

WHEREAS, Bryan County and Bulloch County have each contributed toward the total funding required for the initial water and 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 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 Bulloch 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 has received State of Georgia American Rescue Plan Act (ARPA) State Fiscal Recovery Fund (SFRF) monies to design and construct regional water and sewer infrastructure to serve the HMGMA mega-site, which includes the extension of water transmission mains and water supply wells within Bulloch County as well as sewer conveyance systems and a new Water Reclamation Facility to treat wastewater (hereinafter the "SFRF Project"); and

WHEREAS, Bryan County currently owns and operates a water supply/distribution system near the border of Bulloch County but, within the area designated by the Georgia Environmental Protection Division (GA EPD) as the "Yellow Zone" for Floridan Aquifer groundwater withdrawal and Bulloch County is entirely located within the area currently designated by GA EPD as the less restrictive "Green Zone"; and

WHEREAS, Bryan County is currently planning the design/construction of 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, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia provides that Counties of the State may contract with one another for any period not exceeding fifty (50) years; and

WHEREAS, pursuant to such authority Bryan County and Bulloch County desire to enter into an agreement concerning the provision of water supply from Bulloch County to Bryan County and the provision of final treatment and disposal of wastewater or sanitary sewage by Bryan County of wastewater or sanitary sewage originating from Bulloch County; and

WHEREAS, it is in the best interest of the citizens of Bryan County and Bulloch 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 Bulloch County agree as follows:

1. **Definitions.**

- 1.1. "Bryan County Water System" shall mean the existing/expanded potable water system within the general vicinity of the I-16 and US Highway 80 corridors of Bryan County, including but not limited to, extension of water transmission mains into Bulloch County along the Bryan-Bulloch County line and near the intersection of SR 119 and Highway 46 in order to reach two (2) initial proposed groundwater withdrawal/treatment Wells (Well 1 and Well 2), and future groundwater withdrawal/treatment Wells (Well 5 and Well 6) as shown on Exhibit "A"; and the extension of water transmission main along Highway 46 east of SR 119/Interstate 16 interchange and along the Highway 80 corridor to the Water Delivery Point as more particularly described herein.
- 1.2. "Bulloch County Water System" shall mean the collection of two (2) proposed groundwater withdrawal/treatment wells (Well 3 and Well 4), as shown on Exhibit "A"; and associated water transmission main along Highway 46 west of the SR 119/Interstate 16 Interchange and to the Water Delivery Point as more particularly described herein.
- 1.3. "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 to the Savannah-Bryan Sewer Delivery Point as shown on Exhibit "B", and as more particularly described herein.
- 1.4. "Bulloch County Wastewater System" shall mean the existing wastewater/sewer collection and conveyance system owned and operated by Bulloch County including, but is not limited to, pump stations, sewer mains, force mains, and future expansion of said system in the vicinity of Highway 46 and SR 119 in Bulloch County. The Bulloch 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.
- 1.5. "Flow Meter #1" shall mean the meter located at Well 1 which shall be designed to measure the quantity of water leaving the Well 1 site and entering the Bryan County potable water system.
- 1.6. "Flow Meter #2" shall mean the meter located at Well 2 which shall be designed to measure the quantity of water leaving the Well 2 site and entering the Bryan County potable water system".

- 1.7. "Master Water Meter" shall mean the meter located at the Water Metering Station which shall be designed to measure the quantity of water delivered from the Bulloch County potable water system to Bryan County.
- 1.8. "Maximum Water Delivery Rate" shall mean a maximum flow of 3600 gallons per minute.
- 1.9. "Maximum Water Monthly Average" shall mean 3.50 million gallons per day as measured on a monthly average basis.
- 1.10. "Water Delivery Point" shall mean the point at the Water Metering Station which is immediately upstream (i.e. on the Bulloch County side) from the Water Metering Station property line.
- 1.11. "Bulloch-Bryan Water Metering Station" shall mean the metering facility that will house the Master Water Meter whereby the Parties will meter water supplied between their respective water systems. The Bulloch-Bryan Water Meter Station shall be constructed in a mutually agreeable location as determined by the Parties in the vicinity of US Highway 80 and the Bulloch/Bryan County line as shown on Exhibit "A", and as more particularly described herein.
- 1.12. "Sewer Delivery Point" shall mean the point at the Sewer Metering Station which is immediately upstream (i.e. on the Bulloch County side) from the Sewer Meter Station property line.
- 1.13. "Bulloch-Bryan Highway 80 Sewer Metering Station" shall mean the metering facility that will house the Master Sewer Meter whereby Bryan County will measure wastewater conveyed by Bulloch County to the Bryan County Wastewater System. The Bulloch-Bryan Sewer Meter Station shall be constructed in a mutually agreeable location as determined by the Parties and will generally be in the vicinity Bulloch-Bryan County Line and US Highway 80 as shown on Exhibit "B", and as more particularly described herein.
- 1.14. "Maximum Sewer Delivery Rate" shall mean the maximum flowrate Bulloch County is allowed to convey wastewater into the Bryan County Wastewater System, which shall be a maximum flow of 440 gallons per minute (gpm).
- 1.15. "Maximum Sewer Monthly Average" shall mean the maximum flowrate Bulloch 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).
- 1.16. "Domestic Wastewater" shall mean such wastewater as is derived from residential dwellings, business buildings, institutions, and the like.
- 1.17. "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 herein.
- 1.18. "GA EPD" shall mean the Environmental Protection Division of the Department of Natural Resources of the State of Georgia.
- 1.19. "MGD" as used herein is an abbreviation for the term "million gallons per day."

- 1.20. "Bulloch County Water Service Area" - shall mean all water supply available under this Agreement to Bulloch County can be used to serve water customers within the full political boundaries Bulloch County.
- 1.21. "Bulloch County Sewer Service Area" - shall mean the area within Bulloch County which is depicted in Exhibit "C" attached to this Agreement and made a part hereof.
- 1.22. "Bryan County Service Area" - shall mean the area within Bryan County which is depicted in Exhibit "C" attached to this Agreement and made a part hereof.

2. Water Supply.

- 2.1. **Demand Projections.** Projections indicate that the proposed development of the I-16 Mega-Site will generate approximately 6.15 million gallons per day (MGD). Additional demands within Bryan County over the next 15 years could generate approximately 3.50 MGD, and development within the State Route 119/Highway 80 service area of Bulloch County could generate approximately 0.50 MGD or more of potable water demands. Bulloch County may experience additional development outside the State Route 119/Highway 80 service area that could generate additional water demands.
- 2.2. **Initial Potable Water Supply.** Potable water shall be supplied initially via four (4) independent groundwater supply Wells to be constructed and operated within Bulloch County. Well 1 shall be located generally along the Bryan-Bulloch County line between Eldora Road and Highway 80 and Well 2 shall be generally located in vicinity of the SR 119/Interstate 16 Interchange to the east of SR 119 as shown on Exhibit "A". Well 3 and Well 4 shall be located generally along Highway 46 west of the SR 119/Interstate 16 Interchange as shown on Exhibit "A". Bryan County will initially request a total of 3.50 MGD of Floridan Aquifer withdrawal from GA EPD for the combined capacities of Well 1 and Well 2, both of which shall be owned and operated by Bryan County and permitted through GA EPD under a new "Green Zone" groundwater withdrawal permit held in Bryan County's name.

Bulloch County will request a maximum of 3.50 MGD of Floridan Aquifer withdrawal capacity from GA EPD for Well 3 and Well 4. Bulloch will provide a minimum average daily potable water supply of 3.15 MGD to Bryan County to meet the demands of the I-16 Mega-Site development. Bulloch County will utilize the remaining 0.35 MGD of capacity in Well 3 and Well 4 to meet the potable water demands of Bulloch County. Wells 3 and 4 will be owned and operated by Bulloch County and permitted through GA EPD under a new "Green Zone" groundwater withdrawal held in Bulloch County's name. Bulloch County may construct and permit future wells within Bulloch County for its future demand needs.
- 2.3. **Future Potable Water Supply.** Based on the potential for future development and/or water demand increases within Bryan County, the Parties agree that additional potable water supply to Bryan County will be necessary. In order to meet the 15-year demand projections Bryan County will construct two (2) additional Wells in Bulloch County. Well 5 is currently anticipated to be constructed generally along the Bulloch-Bryan County line between Eldora Road and Highway 80 and Well 6 is currently anticipated to be constructed near the intersection of Highway 46 and U.S. Highway 80 as shown on Exhibit "A". Bryan County will request an additional 3.50 MGD of combined Floridan Aquifer withdrawal capacity from GA

EPD for Well 5 and Well 6, for a grand total of 7.00 MGD for the four (4) Bryan County wells in Bulloch County. Well 5 and Well 6 will be owned and operated by Bryan County and permitted through GA EPD under a new "Green Zone" groundwater withdrawal held in Bryan County's name.

- 2.4. **Well Sites.** Each of the two (2) initial Bryan County Wells and the two (2) future Bryan County Wells, shall be located on its own independent site. Acquisition, in fee simple, of each said Well site, including any necessary ingress/egress easement(s), utility easements, and construction easements for each said Well site, shall be the responsibility of Bryan County, except that Bulloch County shall provide all reasonable administrative assistance to Bryan County associated with said acquisitions lying within Bulloch County. Similarly, Bulloch County shall be responsible for their respective Well sites.
- 2.5. **Water Supply Wells.** Each Well shall be designed to withdraw from the Floridan Aquifer approximately 1.75 MGD, as measured on a monthly average basis, and approximately 1,800 gallons per minute on an instantaneous basis. Each Well shall include all necessary equipment for proper disinfection, operational control, auxiliary power (including automatic transfer switch), flow meters, hydro-pneumatic tanks, chart recorders, and site security. Each flow meter shall be equipped with electronic outputs for the recording of both instantaneous and totalized flow.
- 2.6. **Potable Water Transmission Mains.** Potable water transmission mains including valves, fire hydrants, sampling stations, fittings, and other appurtenances as may be appropriate shall be required to transport potable water from each Well site to the necessary points of connection with existing and/or future water distribution infrastructure. The general location of Potable Water Transmission Mains included within the scope of this agreement are generally located as shown on Exhibit "A". Acquisition of all necessary permanent utility easements and temporary construction easements associated with the construction of the Potable Water Mains associated with Bryan County Wells 1, 2, 5, and 6 shall be the responsibility of Bryan County, except that Bulloch County shall provide all reasonable administrative assistance to Bryan County associated with said acquisitions lying within Bulloch County. Bulloch County shall be responsible for all necessary permanent utility easements and temporary construction easements associated with the construction of the Potable Water Mains associated with Bulloch Well 3 and Well 4.
- 2.7. **Bulloch-Bryan Water Metering Station.** A Water Metering Station shall be required for the purposes of accurately metering volumes of water delivered from the Bulloch County potable water supply system to the Bryan County potable water supply system. The Water Metering Station shall include a Master Water Meter, chart recorders, control valves, and appropriate backflow prevention valves. Bryan County shall own, operate, and maintain all facets of the Water Metering Station up to and including the backflow prevention device. The Water Metering Station shall include dedicated interfaces to which Bulloch County may independently connect telemetry (SCADA) systems to monitor and record flow in real time. Each Party shall be responsible for the cost, installation, calibration, operation, and maintenance of their respective SCADA system including all transmission, receiving, recording, and management system/infrastructure.

- 2.8. **Master Water Meter Calibration Tests.** Maintenance of the Master Water Meter including annual calibration by a third-party shall be the responsibility of Bryan County. Bryan County shall calibrate the Master Water Meter at least once every twelve (12) months or in accordance with the manufacturer's recommendation, whichever is more frequent. Master Water 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 Bulloch County upon the completion of each Master Water Meter calibration. Bulloch County may request that additional calibrations of the Master Water 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 Water Meter calibration as requested by Bulloch County shall be paid by Bulloch 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. Bulloch 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 Bulloch 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 Bulloch 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 Bulloch County.
- 2.9. **Master Water Meter Accuracy.** Should the Master Water 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 on time.
- 2.10. **Master Water Meter Failure.** In the event the Master Water 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.
- 2.11. **Operation and Maintenance and Water Quality Responsibilities.** Bryan County shall be responsible for the construction, funding, operation, maintenance and compliance with applicable law and regulations of the initial portion of the Bulloch County Water System located in Bulloch County upstream from the Bulloch-Bryan Water Delivery Point, generally along Highway 80, Highway 46, and SR 119 pursuant to the "SFRF Project" scope. In addition, the "SFRF Project" scope includes the construction of water transmission mains within Bryan County generally along Highway 80 and Old Cuyler Road. Both Parties agree that the potable water transmission mains including valves, fire hydrants, sampling stations, fittings, and other appurtenances that are part of the "Bulloch County Water System" shall be the responsibility of Bulloch County to operate and maintain. Both Parties further agree, the potable water transmission mains including valves, fire hydrants, sampling stations, fittings, and other appurtenances that are part of the "Bryan County Water System" shall be the responsibility of Bryan County to operate and maintain. Bulloch County shall be responsible for delivering potable water meeting drinking water requirements of applicable regulatory agencies to the Bulloch-Bryan Water Delivery Point. The quality of water after it passes through the Bulloch-Bryan Water Delivery Point shall be the responsibility of Bryan County.

It is recognized that rules and regulations of regulatory agencies may require Bulloch County to implement new disinfection technology or other changes that may affect the chemical characteristics of the delivered water. 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 Bulloch's water supply system, to increase the level of treatment, to undertake a capital maintenance project, or make other improvements to, or change, the facility treating potable water delivered by Bulloch County to Bryan County so as to increase the capital or operating costs for providing water service under this Agreement, then a water capital cost recovery charge shall be assessed and/or the metered water consumption charge shall be equitably adjusted. Said adjusts will be reviewed in detail and mutually agreed upon by both Parties. For purposes of this section "capital maintenance" shall mean a renewal or replacement of facilities or equipment costing in excess of \$500,000.

Such changes may in turn require corresponding changes in the operation of the "Bryan County Water System". Bryan shall be responsible for making, and funding, the changes that such requirements may impose on its own system. The parties shall keep each other informed of the potential impact that such new regulatory requirements may have.

- 2.12. **Water System Transfer and Ownership.** Upon the completion of construction and successful final inspections of the "SFRF Project", Bryan County shall convey, and Bulloch County shall accept, ownership of the water system upstream of the Bulloch-Bryan Water Deliver Point, including Wells 3 and 4, as generally shown on Exhibit "A" for the customary ownership, operation, and maintenance of the same. Upon completion and acceptance of the "SFRF Project" and the Parties both take over operation and maintenance of their respective portions of the system, Water Service Charges as specified in Section 3.4 of this Agreement shall commence.

Groundwater Withdrawal permits and Community Water System Operating Permits for the Bulloch County potable water system, including Well 3 and Well 4, shall be in the name of and held by Bulloch County. Groundwater Withdrawal permits and Community Water System Operating Permits for the Bryan County potable water system, including Wells 1, 2, 5 and 6, shall be in the name of and held by Bryan County.

- 2.13. **Bryan County Service Area.** For the purposes of this Agreement, the Bryan County Service Area shall include all areas in Bryan County as shown on Exhibit "C". The water available under this agreement shall be used by Bryan County solely to serve water customers located within the political boundaries of Bryan County and more specifically the Bryan County Service Area as generally shown on Exhibit "C".

Bryan County shall not take, and Bulloch County shall not be obligated to deliver, water at a rate greater than the Maximum Water Delivery Rate. However, for periods during which water is being used for fighting fires to which the Bryan County fire department has responded, Bulloch County shall endeavor to meet the water rate of flow demands for the duration of such firefighting emergency. Bryan County will endeavor to provide Bulloch notice of firefighting events or other emergency water uses and provide follow-up after the event including approximate timing and volume of water used, if available.

Bryan County shall not take, and Bulloch County shall not be obligated to deliver, water in excess of the Maximum Water Monthly Average in any month, except that water draws used for the fighting of fires or other emergencies shall not be used in the determination of the Maximum Water Monthly Average.

Bulloch County acknowledges that the water supplied by Bulloch is considered a critical resource for Bryan County in meeting its obligation to supply water to the Hyundai I-16 Mega-site. As such Bulloch County agrees to make all reasonable efforts to maintain the agreed upon flows and pressures to Bryan County at all times and to take all necessary precautions in order to guard against any long interruptions in service to Bryan County. Should operational failures occur within the system which compromises service, Bulloch County agrees to immediately contact Bryan County and to address the condition(s) in order to restore acceptable service within 24 hours unless circumstances beyond Bulloch County's control dictate otherwise.

Both parties agree that this Agreement can be amended in the future to allow increases in Water Supply as requested by Bryan County and approved by Bulloch County.

2.14. **Bulloch County Water Service Area.** For the purposes of this Agreement, all water supply available under this Agreement to Bulloch County can be used to serve water customers within the full political boundaries Bulloch County (the "Bulloch County Water Service Area").

2.15. **Primary Water Supply Source.** Both Parties agree, that within the Bryan County Service Area, Wells 1, 2, 3, 4, 5 and 6 shall be the primary source of purchased water for Bryan County, except in such case that the GA EPD requires an alternative water supply source(s) or requires reduction in the amount of "Green Zone" Floridan Aquifer usage for wells 1,2,3, 4, 5 and 6 as defined in Section 2, including (but not necessarily limited to) a future surface water supply from the City of Savannah. Subsequent to such GA EPD mandated alternative water supply and/or reduction in allowed withdrawal capacities, both Parties agree the remaining capacity in Wells 1, 2, 3, 4, 5, and 6 will be used to the extent allowed under any revised GA EPD permit. Both Parties further agree that Bryan County is free to utilize existing and new Bryan County Owned "Yellow" wells within the Bryan County Service Area to supply water to its customers and improve pressures throughout its system, and that Bryan County's usage thereof is not a violation of this provision.

3. **Water System General Conditions.**

3.1. **Future Alternative Water Supply.** GA EPD may require Bryan and Bulloch to explore alternative water supplies in the future. In the event that GA EPD requires alternative supply source(s) or requires reduction in the amount of "Green Zone" Floridan Aquifer usage, Bryan County shall endeavor to utilize and/or extend an alternative water source into North Bryan County within 25 years of such requirement from GA EPD subject to the following:

- a. Bryan County enters into a reasonable Water Service Agreement with an adjacent municipal government or water authority, which is political subdivision of the State duly enacted by legislative action, and who is willing to provide water to North Bryan County (hereinafter "Future Water Provider").

- b. The Future Water Provider's system is capable of providing water of adequate quality and quantity to meet the long-term demands of Bryan County and is a sustainable source.
- c. The Future Water Provider's system is expanded to within 3 miles of the Bryan County political border within 25 years of GA EPD's requirement to utilize an alternative water supply source.
- d. A funding agreement is entered into by the relevant parties for the financing of all necessary infrastructure improvements required to bring the alternative water source to Bryan County. The State of Georgia must be instrumental in finalizing the agreement and shall be a significant funding source for the selected alternative water supply project.
- e. After connection to the Future Water Provider, Bryan County will retain its Floridan Aquifer "Green Zone" permit, but will reduce the permitted withdrawal from the four (4) Bryan County owned/operated wells (Wells 1, 2, 5, and 6) to no less than 3.50 MGD, as measured on an average monthly basis. Any contemplated reduction is subject to compliance with any regulations, terms, and/or conditions that may be associated with any of the funding sources utilized to construct the entire water system as defined in Section 1 of this Agreement.
- f. Bulloch County will separately permit groundwater withdrawals with GA EPD, but in no case can Bulloch's "Green Zone" withdrawal capacities be reduced below 3.50 MGD, as measured on an average monthly basis, until Bryan County is connected to and receiving an equivalent capacity from the Future Water Provider unless required to do so by GA EPD. Any contemplated reduction is subject to compliance with any regulations, terms, and/or conditions that may be associated with any of the funding sources utilized to construct the entire water system as defined in Section 1 of this Agreement.
- g. The parties acknowledge and agree that in the event any regulatory authority reduces the quantity of Bulloch County's groundwater withdrawal permit for wells 3 and 4, Bulloch County shall have the right to restrict services to Bryan County as may be required to comply with the new permit conditions. In such an event Bulloch County may adjust water consumption charges in accordance with prudent rate making principles and further direct Bryan County to limit volumes of water usage to comply with the conditions of the permit.

- 3.2. **Design and Construction.** Bryan County shall be responsible for oversight of all engineering design, permitting, land acquisition, bidding, contract award, construction, and construction administration efforts associated with the four (4) initial Wells, Potable Water Transmission Mains, and Water Metering Station as shown on Exhibit "A". The Parties agree that Bryan County's Engineer (Thomas & Hutton) shall lead the engineering efforts. The Parties also agree that Thomas & Hutton shall utilize Bulloch County's Engineer (Hofstadter & Associates) as a sub-consultant to provide engineering services in conjunction with Bulloch County Well 3 and Well 4.

3.3. **Wholesale Potable Water Supply.** The Parties agree that Bulloch County shall make available to Bryan County, potable water meeting the drinking water requirements of all applicable regulatory agencies. Said potable water from Bulloch County shall be made available at the Water Delivery Point at a minimum monthly average pressure of 50 pounds per square inch (psi) and a minimum instantaneous pressure of 20 pounds per square inch (psi). The water available under this agreement shall be used by Bryan County solely to serve water customers within the Bryan County Service Area and shall not be used to serve any wholesale customer or any water utility.

3.4. **Water Service Charges.** Charges for water service provided under this agreement shall be composed of two separate items as follows:

3.4.1. **Consumption Charge** – Bryan County shall pay to Bulloch County a consumption charge for each 1,000 gallons Bulloch County delivers to the Water Delivery Point as measured by the Master Water Meter. The consumption charge shall be stated in terms of dollars per 1,000 gallons. The applicable consumption charge rate shall initially be \$0.85 per 1,000 gallons. This consumption charge rate shall be held constant for a period of five (5) years commencing on the date of conveyance of the “Bulloch County Water System” from Bryan County to Bulloch County as further described in Sections 2.11 and 2.12 herein. Upon expiration of said five (5) year period, the parties agree to negotiate incremental rate increases on an annual basis.

The Consumption Charge shall be invoiced monthly and payment shall be made monthly within 30 days of receipt of the invoice for such charges. Accrual of consumption charges for the purposes of invoicing by Bulloch County or payment by Bryan County shall not commence prior to the date of conveyance as defined in Sections 2.11 and 2.12 herein.

3.4.2. **Franchise Fee** - Bryan County shall pay to Bulloch County a franchise fee for each 1,000 gallons Bryan County withdraws from the above referenced Well 1 and Well 2 located within Bulloch County (the “Bryan County Potable Water System”). The applicable franchise fee shall be equal to \$0.85 per 1,000 gallons of water withdrawn from said Well 1 and Well 2. This franchise fee rate shall be held constant for a period of five (5) years commencing on the date of the “Bryan County Water System” being placed into operation. Upon expiration of said five (5) year period, the parties agree to negotiate incremental franchise fee rate increases on an annual basis. The volume of water subject to the franchise fee shall be the sum of water measured by Well 1 Flow Meter and by Well 2 Flow Meter as read and reported on a monthly basis. The franchise fee payment shall be made monthly within 30 days of the meter reads for Well 1 and Well 2.

3.4.3 **Interest on Overdue Water Payments and Non-Payment** - Interest at 1.5% per month shall be charged on the unpaid balance of any amount not paid within fifteen (15) days of its being due. If interest accrues as a result of payment not being made within fifteen (15) days of its being due, then said interest shall begin to accrue on the payment due date. Bulloch County shall be relieved of its obligation to continue to deliver water to Bryan County in the event that payments due

hereunder remain unpaid in excess of ninety (90) days after the due date. Bryan County shall be provided notice of non-payment and shall have ten (10) days from the date of such notice to make payment before Bulloch County is relieved of its obligations.

The forgoing notwithstanding, interest on an overdue paid balance shall not accrue during any period required to investigate the accuracy of meter calibrations as provided in Section 2.8.

- 3.5. **Excess Water Usage.** Excess Usage means water taken by Bryan County in any hour (for periods during which water is not being used for fighting fires or other emergencies) in excess of the Maximum Water Delivery Rate, or water taken in excess of the Maximum Water Monthly Average. Bulloch County shall give notice to Bryan County of the occurrence of Excess Usage. Upon receipt of said notice, Bryan County shall immediately take steps to eliminate such Excess Usage.

If after 30 days of such notice Excess Usage continues to occur, then Bulloch County, at its option, may adjust the consumption charges for the volume of excess water taken to be 1.5 times the consumption charges as defined in Section 3.4.1 herein.

- 3.6. **Emergencies and Rationing.** In the event of an emergency which affects Bulloch County's ability to deliver water caused by force majeure, act of God, mechanical failure, transport line failure, contamination of source water supply, an order by a regulatory agency, or other uncontrollable circumstance, Bulloch County will be entitled to curtail deliveries to Bryan County during the duration of such emergency.

- 3.7. **System Maps and Plans.** Both Parties agree that upon reasonable request, either Party will provide the other with updated diagrams or maps showing the water and sewer lines, and parcel lots in their respective Service Areas, and master plans for areas of future planned water and sewer service. Such updated diagrams, maps or master plans shall be provided no less frequently than annually, unless the configuration of water/wastewater system, maps, and master plans remain unchanged from previous information provided. Both Parties agree that for the purpose of this Agreement these "diagrams, maps, and master plans" shall be of a system wide, planning level grade accuracy, or Geographic Information System (GIS) type showing routes, line sizes, service areas, major structures and appurtenances, pump stations, storage facilities, water supply/treatment facilities, and wastewater treatment facilities.

4. **Sanitary Sewer System General Conditions.**

- 4.1. Bryan County is designing, permitting, and constructing 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 for sewer flows from Savannah, and 1 MGD of existing and anticipated flows within Bryan County and the surrounding area of which 0.25 MGD will be allocated to Bulloch County.

- 4.2. Upon completion of Bryan County's WRF and execution of this Water/Sewer Service Agreement, at the request of Bulloch County, Bryan County shall make a "**Sewer Delivery Point**" available to Bulloch County at an agreed upon location generally along the Highway 80 corridor and near the Bryan-Bulloch County line. Both parties agree that Bulloch County will construct, own and maintain the sewer conveyance system from Bulloch County up to the delivery point. Bryan County shall construct a sewer metering station at said location ("**Highway 80 Sewer Metering Station**") along with the necessary collection system improvements required to transport sewage to the WRF. Bulloch County shall be responsible for its pro rata share of all costs associated with the metering station and line extension from the existing Bryan County sewer collection system to the Highway 80 Metering Station. Bulloch County agrees that the sewer conveyance system from Bryan County to the sewer delivery point, and the initial treatment capacity made available by Bryan County under this agreement shall be used solely to serve sewer customers located within the political limits of Bulloch County.
- 4.3. **Bulloch County Sewer Service Area.** For the purposes of this Agreement, all sewer service available under this Agreement to Bulloch County can be used to serve sewer customers located within the "Bulloch County Sewer Service Area" as generally shown on **Exhibit "C"**. The Bulloch County Sewer Service Area can be expanded or modified as mutually agreed by both Parties.
- 4.4. **Initial Sewer Capacity.** Following the execution of this agreement and, construction of the Bryan County WRF, and its approval from the Georgia Environmental Protection Division (GA EPD) to be placed into operation, Bryan County shall make available sewer treatment capacity of 0.25 MGD of domestic strength sewage from Bulloch County. Bulloch County shall be required to make full payment for its pro rata share of all costs associated with the WRF construction within six (6) months of the WRF being placed into operation. If at that time Bulloch County has not made full payment, Bryan County will consider the 0.25 MGD as excess capacity, which it can reallocate at its own discretion. Once reallocated Bulloch County shall be required to request additional capacity from Bryan County. At the time such additional capacity is requested, should sufficient treatment capacity be unavailable at the WRF, Bryan County shall have a minimum of up to 60 months to complete the improvements necessary to accommodate Bulloch's request for additional capacity, unless both parties mutually agree to a revised schedule to complete said improvements. Bulloch County shall be responsible for its pro rata share of all costs associated with the WRF construction, modifications, improvements, and/or expansions to the Bryan County WRF to allow the conveyance and treatment of wastewater meeting the requirements of all applicable regulatory agencies and as otherwise stated herein. The maximum amount of sewer conveyance from Bulloch County into Bryan County's system will not exceed 1,200 gallons per minute (GPM) of peak flow. 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.
- 4.5. **Future Sewer Capacity.** Bulloch County may request future additional capacity within the Bryan County WRF in increments of no less than 0.25 MGD, up to a combined total of 1.0 MGD. Bulloch County shall be responsible for 100-percent of costs associated with said modifications, improvements, and/or expansions by Bryan County necessary to accommodate same. At the time such additional capacity is requested, should sufficient treatment capacity be unavailable at the WRF, Bryan County shall have a minimum of up to 60 months to complete

the improvements necessary to accommodate Bulloch's request for additional capacity, unless both Parties mutually agree to a revised schedule to complete said improvements. Bulloch County will provide a written request for additional capacity and authorization to Bryan County to proceed pursuant to the terms of this Agreement. No design, construction, or installation of any modification, improvement, or expansion will commence unless and until Bulloch County and Bryan County mutually agree to proceed.

5. Sewer Conveyance System.

- 5.1 Bryan County will procure the services of a qualified engineer to prepare the survey, design, and permitting for the sewer conveyance system improvements as depicted in Exhibit C. Based on planning efforts to date, Bulloch and Bryan County anticipate the improvements will include a gravity sewer collection/receiving manhole, lift/meter station, and 8-inch force main to transport wastewater from the lift/meter station to an existing Bryan County lift station located on Highway 80. 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. 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.
- 5.2 Bulloch County shall be responsible for all costs associated with the design, permitting, and construction of all sewer improvements in Bulloch and Bryan County up to the sewer delivery point. Said improvements shall be owned and maintained by Bulloch County.

6. Master Sewer Flow Meter Station. Bryan County shall 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. Ownership of the sewer meter station as well as operational and maintenance responsibilities of the same shall be Bryan County's. The meter that is furnished shall be approved by Bulloch County and shall measure flows to an accuracy acceptable to both parties. Both parties further agree as follows:

- a. The meter installation shall include a dedicated interface to which Bulloch 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 Bulloch's use shall be the raw data signals directly from the measuring instruments. The telemetry, SCADA, and other equipment used for Bulloch 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 Bulloch to provide accurate sewage flow measurement data.
- b. The cost of wiring, cabling, hardware, software, communications services, and other infrastructure required to send the output signal from the interface furnished by Bryan County to the location for Bulloch County's use shall be borne by Bulloch.

- c. 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 Bulloch County, up to the designated Sewer Delivery Point. Notice of periodic maintenance, calibration, and/or adjustments to instruments shall be provided to Bulloch County via fax or email within 24 hours of said operation and followed in writing within thirty (30) days.
- e. Upon completion of Bulloch County's sewer connection to Bryan County's system, the meter station described herein will be used for Bryan County to charge Bulloch County for wastewater discharged into Bryan County's system.

7. **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 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 Bulloch County upon the completion of each Master Sewer Meter calibration. Bulloch County shall have the right at all times to inspect said meter and to conduct at Bulloch's expense such tests as may be appropriate so as to assure that it is accurately measuring the stage discharged. Bulloch 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 Bulloch shall be paid by Bulloch 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.

Bulloch 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 Bulloch 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 Bulloch 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 Bulloch County.

- 7.1 **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 on time.
- 7.2 **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.

8. **Metered Wholesale Sewage Consumption Charge.** Bulloch 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. Both Parties agree the initial wholesale sewage consumption charge for Bulloch shall be \$5 per 1,000 gallons, unless a wholesale rate has already been

calculated and is in effect for all Bryan County bulk rate customers. Furthermore, both Parties agree that for subsequent years the wholesale rate shall be the same as all other Bryan County bulk rate customers. The wholesale rate shall be calculated based on the prior year's operating, maintenance, and treatment costs of the wastewater conveyance system and treatment facility in terms of dollars per 1,000 gallons.

Upon request by Bulloch, Bryan County shall provide Bulloch a summary of the wholesale costs attributed to the wastewater treatment facility operating, maintenance, and treatment costs for the preceding 12-month period.

9. Sewage Treatment. All wastewater produced and transported by Bulloch County to the Bulloch 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 Bulloch 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 customers who discharge non-domestic wastewater within the Bulloch 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. Bulloch County shall be responsible for administering the submittals for all customers within the Bulloch 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:

<u>Constituent</u>	<u>Maximum Concentration</u> <u>mg/L</u>
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 or other characteristics which may interfere with Bryan County's pumping, transport, or treatment processes whether or not specifically identified above. Bulloch 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 Bulloch County and Bryan County or any user within Bulloch County, whereby an industrial waste of unusual strength or character may be accepted by the Bryan County for treatment from an industrial user within Bulloch's corporate limits. As such, Bulloch County shall be required to adhere to all terms and conditions of Bryan County's Pretreatment Program as approved by the EPD as well as its Sewer Use Regulations, and any other conditions as may be agreed upon. Bryan County agrees to assist Bulloch County in the evaluation of any proposed industrial user for treatment by Bryan County, or pre-treatment by said industrial user of its waste for treatment by Bryan County. Bulloch County shall sample and report each of the above parameters for its combined discharge into Bryan County's system at least quarterly to demonstrate compliance.

The maximum amount of acceptable sewage that may be delivered by Bulloch County in any month is 250,000 gallons per day, until such time as Bulloch purchases additional capacity in accordance Section 4 of this Agreement.

10. Sewer Use Regulations. Bulloch 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 causes 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, as adopted pursuant to, and in accordance with, the regulations of the EPD or any successor agency. Bryan County shall notify Bulloch County of any modifications to the sewer use provisions of these documents within 30 days of adoption.

Bulloch 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.

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 Bulloch 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 and mutually agreed upon by both parties.

For purposes of this section "capital maintenance" shall mean a renewal or replacement of facilities or equipment costing in excess of \$500,000.

12. Future Connections to Sewer System. Bulloch County agrees that it will not allow other wholesale or municipal sewer customers from within Bulloch County to connect to the sewer conveyance system and discharge into Bryan County's system without prior consent from Bryan County.

13. Interest on Sanitary Sewer Overdue Payments and Non-Payment. Interest at 1.5% per month shall be charged on the unpaid balance of any amount not paid when within fifteen (15) days of its being due. If interest accrues as a result of payment not being made within fifteen (15) days of its being due, then 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 Bulloch County in the event that payments due hereunder remain unpaid in excess of ninety (90) days after the date due. Bulloch 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 Bulloch 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 9 of this agreement. Bryan County shall give notice to Bulloch County of the occurrence of excess sewage usage. Upon receipt of such notice, Bulloch 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 such excess usage and Bulloch 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 8 hereof.

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

Nothing in this agreement shall be construed to be a waiver, of any nature or extent, of the sovereign immunity that Bryan County and Bulloch County otherwise enjoy as provided by law, which both Bryan County and Bulloch County expressly reserve to the greatest extent possible.

16. Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement or the obligations of each Party hereunder, both Parties agree to attempt to resolve such disputes in the following manner:

- a. First, the Parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.
- b. Second, if such negotiations are not fully successful, the Parties agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the Parties.
- c. Third, if the dispute or any issues remain unresolved after the above steps, regardless of any other choice of law provision in this Agreement or any other contract, the dispute shall be submitted to Litigation in a court of competent jurisdiction.

17. Provisions of Law. All generally applicable provisions of law now or hereafter in effect related to water or sewer service by Bulloch County and/or Bryan County shall be applicable to this Agreement.

18. 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 Bulloch County:

Bulloch County Board of Commissioners
ATTN: County Manager

115 North Main Street
Statesboro, GA 30458

19. **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.

20. **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 start on next 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:

BULLOCH COUNTY BOARD OF COMMISSIONERS

Witness

Tom Couch
County Manager

Notary Public
(SEAL)

Attest: _____
Olympia Gaines
County Clerk
(SEAL)