

FIRST AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT

This First Amendment to Water and Sewer Service Agreement (this “First Amendment”) is entered into this ____ day of July, 2026, by and between BRYAN COUNTY, GEORGIA, a political subdivision of the State of Georgia (“Bryan County”) and BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia (“Bulloch County”). Bryan County and Bulloch County are each a “County” and are collectively the “Counties.”

WHEREAS, the Counties entered into that certain Water and Sewer Service Agreement dated June 27, 2024 (the “Agreement”);

WHEREAS, the Counties have determined that it is in the best interests of both counties to amend the Agreement to include a provision whereby Bryan County will operate and maintain the existing domestic water main located in Bulloch County as part of its obligation to operate and maintain the two (2) Bulloch County water wells located on Highway 46;

WHEREAS, Bryan County agrees to allow for the payment of Bulloch County’s initial sewer capacity purchase allotment of 250,000 GPD at the North Bryan Water Reclamation Facility (WRF) to be bifurcated into two payments;

WHEREAS, Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia authorizes counties of the State of Georgia to contract with each other for any period not exceeding fifty (50) years;

WHEREAS, the entering into of this First Amendment and complying with the provisions hereof furthers the interests of the public health, safety, and welfare of the Counties;

Now, therefore, in consideration of the mutual covenants, agreements, and provisions set forth herein, the receipt and sufficiency of which is acknowledged, Bryan County and Bulloch County agree to amend the Agreement as set forth herein:

- I. **AMENDMENT.** The following sections of the Agreement are hereby replaced and superseded in their entirety as set forth below.

2.11 Operation and Maintenance and Water Quality Responsibilities. Bryan County shall be responsible for the construction, funding (including but not limited to reimbursement of Bulloch County for its actual acquisition costs of Bulloch County’s well sites), 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 Counties agree that for a period of five (5) years from the latter of GA EPD’s issuance of a permit to operate or transfer of ownership, Bryan County shall be responsible for “Routine Operation and Maintenance” of Wells 3 and 4, and shall include the potable water transmission mains including valves, fire hydrants, sampling stations, fittings, and other appurtenances that are part of the “Bulloch County Water

System” at no cost to Bulloch County in consideration for the Consumption Fee and Transportation Fees referenced in Section 3.4 remaining unchanged for the same period. For the purpose of this Agreement, “Routine Operation and Maintenance” shall mean and include typical and routine operation and maintenance activities such as record keeping, filing reports to appropriate agencies, conducting site visits, providing main location mark-out services, chlorination/flushing of lines, periodic valve operations, upkeep of equipment, controls, and appurtenances, in addition to power and chemical costs, as required under normal conditions. In the event repairs, upfits, replacement of parts/equipment, motors, valves, meters, power costs, chemical costs, or other measures that are required to maintain water supply and service exceed more \$21,000 for both wells, in aggregate, in any given month, Bryan County shall invoice Bulloch County for these costs above \$21,000. Any costs associated with any water main breaks and/or damage to the Bulloch County water main and/or appurtenances not caused by the direct result of actions of Bryan County shall be fully reimbursed by Bulloch County. Bulloch County shall provide payment within 30 days of receipt of any such invoice. Both Counties 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. Bryan County shall be responsible for delivering potable water meeting drinking water requirements of applicable regulatory agencies to the Bulloch-Bryan Water Delivery Point while under this maintenance clause. The quality of water after it passes through the Bulloch-Bryan Water Delivery Point shall be the responsibility of Bryan County. Bryan County’s obligation under this Agreement to provide “Routine Operation and Maintenance” shall remain in effect for a period of five (5) years from the latter of GA EPD’s issuance of a permit to operate or transfer of ownership of Wells 1 and 2, and may be extended under the same terms and provisions upon mutual agreement, or other mutually agreeable terms and provisions, by five (5) year renewal terms.

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 Bulloch 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 County’s water supply system, including improvements to Wells 3 and 4, 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 adjustments 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 County 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.

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 the first installment payment for its pro rata share of all costs associated with the WRF construction within twelve (12) months of the WRF being placed into operation. Both Counties agree payment of Bulloch County's pro rata share for the first installment shall be equivalent to Capital Recovery Fees as described in Sections 1.24 and 4.6 related only to the North Bryan Base Fee for Sewer which is currently set at \$4,484/ERU. The total amount of the first installment shall be Three Million Seven Hundred Thirty-Nine Thousand Six Hundred Fifty-Six and 00/100 Dollars (\$3,739,656.00), which is calculated as follows:

$$250,000 \text{ gallons per day (gpd)} \div 300 \text{ ERU per gpd} = 834 \text{ ERUs}$$

$$834 \text{ ERUs} \times \$4,484 \text{ per ERU} = \$3,739,656.00$$

If at that time Bulloch County has not made full payment for the first installment, Bryan County will consider the 0.25 MGD as excess capacity, which it can reallocate at its own sole 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 sixty (60) months from the date of Bulloch County's written notice to Bryan County to complete the improvements necessary to accommodate Bulloch County'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.

Upon execution of this Amendment, the Parties shall develop a mutually acceptable schedule for the design, permitting, and construction of the remaining sewer conveyance system required to extend sewer to the "Sewer Delivery Point". Bulloch County shall be required to make the second and final installment payment for its pro rata share of all costs associated with the "Existing Bryan County Force Main", the "Existing Bryan County Highway 80 Pump Station", the "Future Bulloch County Force Main" within Bryan County along Highway 80, and the "Bryan-Bulloch Highway 80 Sewer Metering Station" as described in the Agreement and as generally illustrated on Exhibit B of the Agreement. Based on the mutually agreed upon sewer conveyance system schedule described herein, Bryan County shall provide written notice to Bulloch County at least 90 days prior to the anticipated substantial completion of the sewer extensions to the Sewer Delivery Point. Bulloch shall then make the second and final installment payment following no more than 60 days from such notice.. Both Parties agree the payment for the second installment shall be equivalent to Capital Recovery Fees as described in Sections 1.24 and 4.6 as related to the Bulloch County Additional Sewer Fee which is currently set at \$5,540/ERU. Should Bulloch provide funding for the "Future Bulloch County Force Main" and/or the "Bryan-Bulloch Sewer Metering Station", the Bulloch County Additional Sewer Fee shall be reduced accordingly based on Bryan County's calculation of the resultant fee offset.

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, and 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.

II. MISCELLANEOUS. All defined terms herein not otherwise defined shall have their meanings as defined in the Agreement. Except as expressly set forth herein, all other provisions of the Agreement remain in full force and effect.

BRYAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, By: _____ Name: _____ Title: _____ Attest: _____ County Clerk	BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia, By: _____ Name: _____ Title: _____ Attest: _____ County Clerk
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