

STATE OF GEORGIA)
)
COUNTY OF CHATHAM) **3rd AMENDMENT TO
2007 WATER/SEWER SERVICE AGREEMENT**

THIS AGREEMENT, hereinafter referred to as “**Third Amendment to 2007 Agreement**”, made and entered into as of the ___ day of _____, 2026, by and between the CITY OF BLOOMINGDALE, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as “**Bloomingtondale**”, and THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation chartered under the laws of the State of Georgia, hereafter referred to as “**Savannah**”.

- W I T N E S S E T H -

WHEREAS, Savannah, Pooler, and Bloomingtondale entered into a Water Service Agreement dated October 6, 2006 (hereinafter referred to as the "**2006 Agreement**") providing for the purchase of potable water by Bloomingtondale from Pooler/Savannah; and

WHEREAS, Savannah and Bloomingtondale entered into a Water and Sewer Service Agreement dated June 5, 2007 (hereinafter referred to as the "**2007 Agreement** ") providing for the purchase of potable water by Bloomingtondale from Savannah; and

WHEREAS, Savannah and Bloomingtondale amended the 2007 Agreement by an agreement dated August 17, 2018 (hereinafter referred to as the "**First Amendment to 2007 Agreement**") ; and

WHEREAS, Savannah and Bloomingtondale amended the 2007 Agreement by an agreement dated December 19, 2019 (hereinafter referred to as the “**Second Amendment to 2007 Agreement**”); and

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

WHEREAS, it is in the best interest of the citizens of Bloomingtondale and Savannah that this agreement be consummated, and that such commitments be made under a Third Amendment as detailed herein.

NOW THEREFORE, in consideration of the mutual covenants hereby made, the parties do agree to as follows under this Third Amendment:

I. Intentions and Acknowledgments

1. The Parties enter into this Third Amendment to the 2007 Agreement to address increasing the water service area that is connected to and served by the City of Savannah groundwater system in accordance with Exhibit 1; and that the existing sewer service area from the Second Amendment to 2007 Agreement will remain unchanged.
2. The Parties acknowledge that Effingham County is currently building a Surface Water Treatment Plant that may be able to serve the long-term potable water supply demands for the Bloomingdale Service Area that is currently connected to the Savannah groundwater system.
3. This Third Amendment is meant as a bridge to accommodate growth in Bloomingdale's Service Area until the Effingham County Surface Water source is available, at which time Bloomingdale would transition to primarily Surface Water in accordance with a schedule and implementation plan negotiated and agreed upon by Bloomingdale and Effingham County.
4. Bloomingdale will notify Savannah prior to Bloomingdale's approval of any construction activities within existing Savannah Utility Easements or proximate to Savannah's water and sewer infrastructure.
5. Bloomingdale will notify Savannah prior to Bloomingdale's approval of any new development projects and their associated water and/or sewer demand projections to ensure that the projected demands can be accommodated by the agreements and subsequent amendments in place between the two Parties.
6. The Parties further agree that the provisions of this amendment serve the mutual interest of the citizens of Bloomingdale and Savannah.
7. The Parties further agree that the provisions of this amendment are aligned with the Chatham County Service Delivery Strategy 2022 Update (Revised 2024).

II. Amendments to the 2007 Agreement

1. Water Supply
 - a. Savannah's water supply allocation to Bloomingdale is unchanged and totals an aggregate monthly average of **1,000,000 GPD** (Gallons Per Day) until as such time as the Parties mutually agree to modify this allocation.
 - b. The Parties agree such aggregate monthly average is in accordance with Bloomingdale's forecasted water supply needs as well as the current status of Savannah's groundwater withdrawal and drinking water permits with the Georgia EPD.

2. Maximum Flow Rate

- a. The maximum flow rate Savannah will make available at Bloomingdale's Water Delivery point shall be **700 GPM** (Gallons Per Minute). This maximum flow rate shall be defined as a 5-minute average flow.
- b. The Parties agree this maximum flow rate is in place to ensure Savannah's system can provide and sustain sufficient pressure and flow at the Bloomingdale delivery point (i.e. metering station) as well as other Savannah customers served by the groundwater supply system.
- c. In the event Bloomingdale exceeds the designated maximum flow rate of 700 GPM reiterated in this Third Amendment, Bloomingdale shall pay or cause to be paid to Savannah a per occurrence surcharge in accordance with the following schedule:
 - i. Tier 1: 701 GPM to 800 GPM (\$500 per occurrence)
 - ii. Tier 2: 801 GPM to 1000 GPM (\$2,500 per occurrence)
 - iii. Tier 3: Greater than 1000 GPM (\$5,000 per occurrence)

NOTE: Under the Third Amendment, the maximum surcharge amount for any given month shall be \$15,000.
- d. The Parties agree this surcharge shall not apply to maximum flow rate exceedances that are directly connected to the following:
 - i. Exceedance due to documented firefighting incident response;
 - ii. Exceedance due to other fire flow related activity that is coordinated and documented in advance with the City of Bloomingdale who then subsequently coordinates said activity with Savannah in advance.
- e. The Parties agree this surcharge shall apply to maximum flow rate exceedances due to a water pipe breakage, rupture or burst that involves negligent or willful actions of any party, but shall not apply to a water pipe breakage, rupture or burst that is caused by non-negligent actions or acts of God.
- f. The Parties agree that the following causes of maximum flow rates exceedances are subject to surcharge unless properly coordinated with Bloomingdale and Savannah in advance:
 - i. Exceedance due to private fire system testing/flushing;
 - ii. Exceedance due to flushing activities for newly constructed water mains;
 - iii. Exceedance due to water main discharges.
- g. To help manage the maximum flow rate requirement, Bloomingdale will strive to fill its elevated water storage tanks during off-peak time periods: such periods being from 2400 to 0500.

3. Reselling Restriction

- a. Bloomingdale shall not resell the water provided pursuant to this Amendment and Agreement to any other municipal water provider without proper written authorization and authority from Savannah.

4. Equivalent Residential Unit

- a. Bloomingdale shall pay Savannah the established Capital Cost Recovery (CCR) fees per ERU (Equivalent Residential Unit) as set forth in the Annual Savannah Revenue Ordinance. The per ERU fees paid by Bloomingdale will be in accordance with those fees that are in place at the time of connection. However, any development agreements between SEDA and the City of Bloomingdale existing before the date of this amendment would remain at the per ERU fee in the 2007 Agreement.
 - i. At the time of this Third Amendment, the per ERU fee is \$2,200 per ERU for water and \$4,650 for sewer.

III. Term and Renewal of Amendment

1. Term and Renewal of Amendment

- a. This Third Amendment shall be effective upon its execution by both Parties.
 - b. This Third Amendment shall remain in effect until 12/31/30 or until Bloomingdale connects to the Effingham County surface water line, whichever comes first. Both parties acknowledge that Bloomingdale will make the connection as soon as surface water becomes available to the City of Bloomingdale from Effingham County proximate to the Bloomingdale City limits.
 - c. This Third Amendment may be revised or renewed by written consent of the two Parties.
2. All sections of the 2007 Agreement and the First and Second Amendments to the 2007 Agreement, not amended by this Third Amendment, shall remain in full force and effect as originally set forth in said agreements.
3. All sections or provisions of the 2007 Agreement and the First and Second Amendments to 2007 Agreement that are amended by this Third Amendment are considered amended pursuant herein.

[Signatures on the Next Page]

IN WITNESS WHEREOF, Bloomingdale and Savannah have caused this Third Amendment to be executed by their proper corporate officers with their seals duly attached and attested to as of the day and year first written above.

CITY OF BLOOMINGDALE

CITY OF SAVANNAH

BY: _____
Mayor

BY: _____
City Manager

DATE: _____

DATE: _____

ATTEST: _____
Clerk of Bloomingdale City Council

ATTEST: _____
Clerk of Savannah City Council