

STATE OF GEORGIA)
) FIFTH AMENDMENT TO
COUNTY OF CHATHAM) 2001 WATER SERVICE AGREEMENT

THIS AGREEMENT, hereinafter referred to as "Fifth Amendment", made and entered into as of the 21 day of November, 2024, by and between the CITY OF PORT WENTWORTH, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as "Port Wentworth", 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 and Port Wentworth entered into a Water Service Agreement dated February 28, 2001 (hereinafter referred to as the "2001 Agreement") providing for the purchase of potable water by Port Wentworth from Savannah; and

WHEREAS, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated December 18, 2003 (hereinafter referred to as the "First Amendment to Water Service Agreement"); and

WHEREAS, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated October 26, 2005 (hereinafter referred to as the "Second Amendment to Water Service Agreement"); and

WHEREAS, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated April 27, 2017 (hereinafter referred to as the "Third Amendment to Water Service Agreement"); and

WHEREAS, Savannah and Port Wentworth amended the 2001 Agreement by an agreement dated November 30, 2023 (hereinafter referred to as the "Fourth Amendment to Water Service Agreement"); and

WHEREAS, Port Wentworth has requested that certain additional amendments be made to the 2001 Agreement to address Port Wentworth's growing population and developments; 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 the Port Wentworth and the Savannah that this agreement be consummated and that such commitments be made.

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

I. Intentions and Acknowledgments

1. The Parties enter into this Fifth Amendment to address Port Wentworth's near-term water supply, which has been that have been thoughtfully and thoroughly discussed between the two Parties.
2. This Fifth Amendment is meant as a bridge to allow Savannah to advance and upgrade its water facilities and capabilities, so that Savannah can better allocate additional water supply capacity to Port Wentworth.
3. Savannah acknowledges that Port Wentworth wishes to add a new water metering station along Montieth Rd. Port Wentworth acknowledges that Savannah wishes to add a water tower near the intersection of Highway 21 and International Trade Pkwy and/or obtain an easement for a water main along Dorset Road. The Parties agree to work together to find mutually beneficial locations and assistance in these areas.
4. Port Wentworth acknowledges that Savannah is in the process of undertaking a series of major water supply projects, including but not limited to increasing its production capacity, upgrading the pumping and piping systems, and modifications and upgrades to the source water intake, pumping, and transmission systems.
5. Port Wentworth acknowledges that Savannah will allocate to Port Wentworth a pro-rata share of future capital improvements, with such allocation and increase supply to be in future Agreements or Amendments between the Parties.
6. Savannah acknowledges that short- and long-term capital planning efforts should result a scaling back of the extent of future capital expenditures to its systems, which could result in scaling back the Capital Cost Recovery and Equivalent Residential Unit fees charged by Savannah in the future. To this end, in the future Savannah desires to negotiate for Port Wentworth's groundwater permit capacity, provided the Georgia EPD approves such arrangement. Port Wentworth acknowledges it will favorably consider such an arrangement in the future, provided that the Parties negotiate and agree on mutually acceptable terms. The Parties acknowledge that such discussion and negotiations will likely be part of any ensuing or following Agreement or Amendment between the Parties on this subject.
7. Port Wentworth will notify the City of Savannah prior to Port Wentworth's approval of any construction activities within City of Savannah Utility Easements or proximate to Savannah water infrastructure.

II. Amendments to the 2001 Agreement to Provide for Adequate Water Supply

1. Daily Water Supply

- a. Savannah shall allocate water supply to Port Wentworth for an aggregate monthly average of 1,800,000 GPD (Gallons Per Day) for calendar year 2025.
- b. Savannah shall allocate water supply to Port Wentworth for an aggregate monthly average of 2,100,000 GPD (Gallons Per Day) for calendar year 2026.
- c. The Parties agree such aggregate monthly average is in accordance with Port Wentworth's forecasted water supply needs (see Exhibit 1) as well as the current status of Savannah's water withdrawal and drinking water production permits with the Georgia EPD.

2. Maximum Flow Rate

- a. The combined, concurrent maximum flow rate Savannah will make available to Port Wentworth at each of Port Wentworth's three Water Delivery points shall be 1,600 GPM (Gallons Per Minute).
- b. The Parties agree this combined, concurrent maximum flow rate is in place to ensure Savannah's system can provide and sustain sufficient pressure and flow at the three Port Wentworth delivery points (i.e. metering stations).
- c. In the event Port Wentworth exceeds the designated maximum flow rate of 1,600 GPM established in this Fifth Amendment, Port Wentworth shall pay to Savannah a per occurrence surcharge in accordance with the following schedule:
Tier 1: 1,601 GPM to 1,800 GPM (\$500 per occurrence)
Tier 2: 1,801 GPM to 2,000 GPM (\$2,500 per occurrence)
Tier 3: Greater than 2,000 GPM (\$5,000 per occurrence)
Under the Fifth Amendment, the maximum surcharge amount for any given month shall be \$15,000.
- d. The Parties agree this combined, concurrent maximum flow rate shall not apply to flow rate exceedances that could occur which are directly attributable to documented Port Wentworth Fire Department (PWFD) incident response, the PWFD's firefighting activities, or any other local fire department utilizing the Port Wentworth water system (e.g. a Savannah Fire Department firefighting event using the Port Wentworth water system).
- e. To help manage the maximum flow rate requirement, Port Wentworth will strive to fill its elevated water storage tanks during off peak time periods: such periods being from 11:00 PM to 5:00 AM every day.

3. Reselling Restriction

- a. Port Wentworth 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. Port Wentworth shall pay Savannah the established fees per ERU (Equivalent Residential Unit) as set forth in the current Savannah Revenue Ordinance at the time of connection.
- b. At the time of this Fifth Amendment, the per ERU fee on November 21, 2024 is \$900 per ERU.
- c. Upon adoption and applicability, Port Wentworth shall remit applicable water and sewer fees related to capital cost recovery to the City of Savannah as may be established and adopted in the Savannah Revenue Ordinance in the future.

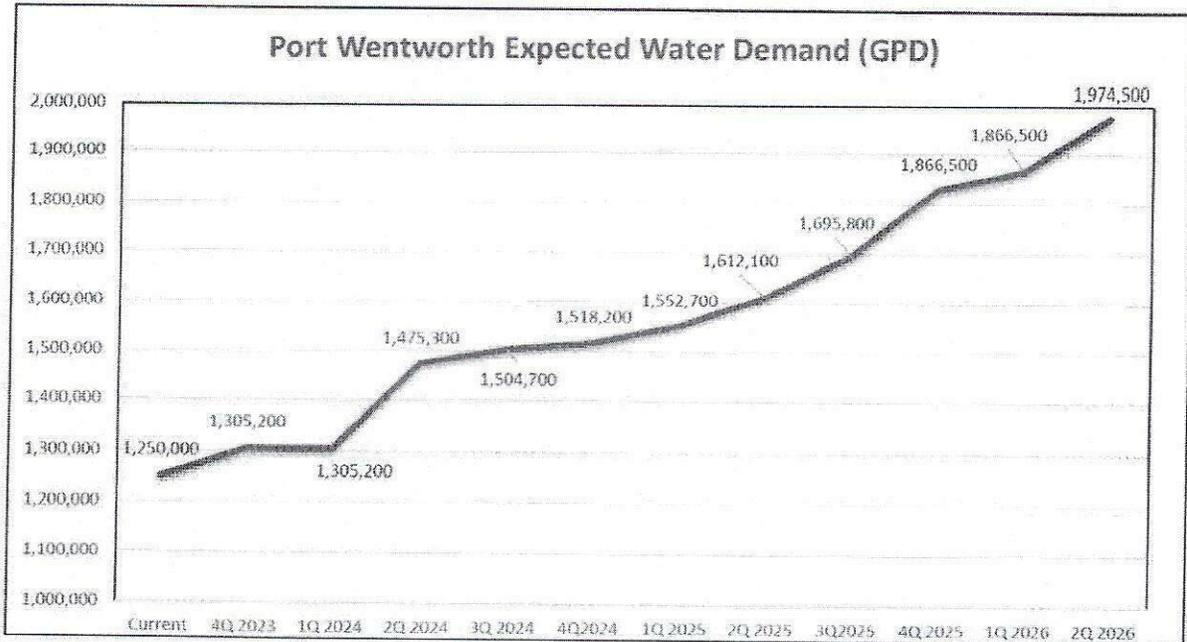
III. Term and Renewal of Amendment

1. Term and Renewal of Amendment

- a. This Fifth Amendment shall be effective upon its execution by both Parties.
- b. This Fifth Amendment shall remain in effect until December 31, 2026.
- c. This Fifth Amendment may be renewed by written consent of the Parties.

IV. Exhibit 1

Exhibit 1



V. All other Sections of the 2001 Agreement and the First, Second, Third and Fourth Amendments to Water Service Agreement Remain in Effect.

1. All sections of the 2001 Agreement and the First, Second, Third, and Fourth Amendments to the Water Service Agreement not amended by this Fifth Amendment remain in full force and effect as originally set forth in said agreements.
2. All sections or provisions of the 2001 Agreement and the First, Second, Third and Fourth Amendments to Water Service Agreement that are amended by this Fifth Amendment are considered amended pursuant herein.

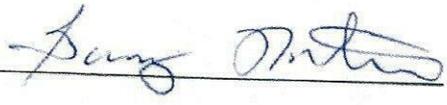
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Port Wentworth and Savannah have caused this agreement 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 PORT WENTWORTH

THE MAYOR AND
ALDERMEN OF
THE CITY OF SAVANNAH

BY: _____
Mayor



BY: _____
City Manager

DATE: 11/21/2024

DATE: _____

ATTEST: Zabrina Dinning
Clerk of Port Wentworth City Council

ATTEST: _____
Clerk of Savannah City Council