

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

THIS AGREEMENT, hereinafter referred to as “**Fourth Amendment**”, made and entered into as of the 30th day of November, 2023, 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, 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 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 Fourth 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 Fourth 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. 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.
4. 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.
5. 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.

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 1,518,200 GPD (Gallons Per Day).
 - b. 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 Port Wentworth's three Water Delivery points shall be **1,500 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 1,500 GPM established in this Fourth Amendment, Port Wentworth shall pay to Savannah a per occurrence surcharge in accordance with the following schedule:
 - Tier 1: 1,501 GPM to 1,750 GPM (\$500 per occurrence)
 - Tier 2: 1,751 GPM to 2,000 GPM (\$2,500 per occurrence)
 - Tier 3: Greater than 2,000 GPM (\$5,000 per occurrence)Under this Fourth 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 occur which are directly attributable to a documented Port Wentworth Fire Department (PWFD) incidence response associated with 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

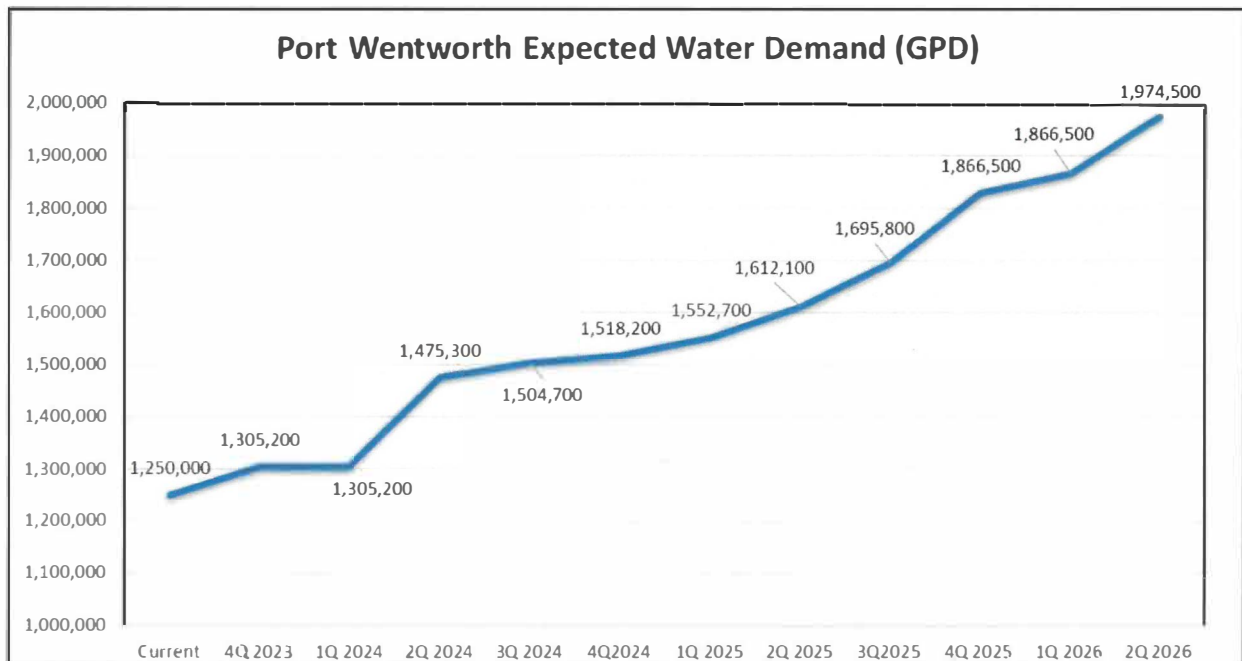
- a. Port Wentworth shall pay Savannah \$900 per ERU (Equivalent Residential Unit) in accordance with City of Savannah's current rates.

III. Term and Renewal of Amendment

1. Term and Renewal of Amendment

- a. This Fourth Amendment shall be effective upon its execution by both Parties.
- b. This Fourth Amendment shall remain in effect until December 31, 2024.
- c. This Fourth Amendment may be renewed by written consent of the Parties.

IV. Exhibit 1



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

1. All sections of the 2001 Agreement and the First, Second, and Third Amendments to Water Service Agreement not amended by this Fourth 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, and Third Amendments to Water Service Agreement that are amended by this Fourth Amendment are considered amended pursuant herein.

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: Benny Stanton
Mayor

BY: _____
City Manager

DATE: 12-18-23

DATE: _____

ATTEST: Zabney Brunk
Clerk of Port Wentworth City Council

ATTEST: _____
Clerk of Savannah City Council