

STATE OF GEORGIA                     )  
  )  
COUNTY OF CHATHAM                )

**FIRST AMENDMENT TO  
2020 SEWER SERVICE AGREEMENT**

**THIS AGREEMENT**, hereinafter referred to as **"First Amendment"**, made and entered into as of the 13<sup>th</sup> day of May, 2025, by and between 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"** and the **BOARD OF COMMISSIONERS OF BRYAN COUNTY**, a political subdivision of the State of Georgia (herein after referred to as **"Bryan County"** or **"County"**) and herein referred to collectively as **"the two Parties"** from time to time:

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

**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**, Savannah and Bryan County entered into a Sewer Service Agreement dated December 8, 2020 (hereinafter referred to as the "2020 Sewer Service Agreement" or "2020 SSA") providing for sewage treatment capacity and services by the Savannah for areas currently within North Bryan County; and

**WHEREAS**, Bryan County and the Savannah have each contributed toward the planning of 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 (HMGMA) and the State of Georgia and the Georgia Department of Economic Development and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority (JDA) executed July 21, 2022 (hereinafter "Economic Development Agreement"); and

**WHEREAS**, Bryan County is nearing the completion of its new North Bryan Water Reclamation Facility (WRF) to treat wastewater generated by development on the I-16 Mega-Site and other regional development (hereinafter the "North Bryan WRF"); and

**WHEREAS**, HMGMA and HL-GA Battery Company, LLC (HL-GA) have constructed industrial manufacturing facilities on the I-16 Mega-Site and separately entered into Water, Wastewater, and Reclaimed Water Service Agreements with Bryan County, which were based on initial temporary wastewater service to be provided via the previously agreed upon Bryan County to Savannah conveyance of wastewater for final treatment and disposal by Savannah at the existing Travis Field WRF, and subsequent transition to permanent wastewater treatment and disposal by Bryan County as soon as the new North Bryan WRF can be operational; and

**WHEREAS**, Savannah and Bryan County find it necessary to amend the 2020 SSA in order to maintain compliance with local ordinances, clarify the terms and conditions by which Savannah will provide temporary treatment of wastewater received from HMGMA and HL-GA and transfer from Bryan County to Savannah based on State regulations and compliance with local ordinances; and

**WHEREAS**, the Georgia Environmental Protection Division (GAEPD) has provided written clarification in an undated memorandum from Whitney Fenwick to Ben Taylor, County Administrator that GAEPD is the

control authority for issuing industrial pretreatment permits to significant industrial users, including HMGMA and HL-GA, which discharge into the North Bryan WRF and/or into Bryan County's sewer collection system for conveyance to Savannah for treatment at the Travis Field WRF on a temporary basis; and

**WHEREAS**, GAEPD and HMGMA have executed a Consent Order dated April 28, 2025, which requires HMGMA to submit to GAEPD a revised Corrective Action Plan (CAP) for review and approval that will include an option for HMGMA to discharge wastewater to Bryan County for conveyance to Savannah for temporary treatment and disposal in accordance with the 2020 SSA and this Amendment thereof; and

**WHEREAS**, GAEPD is requiring a mutually agreed upon and executed document to serve as a memorialization to allow for Bryan County to convey sewage to Savannah for a specified period of time for treatment by the Travis Field WRF until such time that Bryan County's WRF Project is operational and able to discharge to the Ogeechee River under Bryan County's existing NPDES discharge permit (Permit No. GA0050326) issued by the GAEPD; and

**WHEREAS**, it is in the best interest of the citizens of Bryan County and Savannah that the 2020 SSA be updated, revised and/or modified into this First Amendment to the 2020 SSA; and

**WHEREAS**, Savannah and Bryan County hereby mutually agree to incorporate the following revisions into the First Amendment to the 2020 SSA and that such commitments be made by both parties as memorialized herein.

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

**Section 1 – Sewer Conveyance and Treatment Capacity** of the 2020 SSA

Both Parties acknowledge and agree that all references in the 2020 SSA in Section 1, paragraph c to Section 2, paragraph e are intended to reference Section 1, paragraph e.

**Section 1 - Sewer Conveyance and Treatment Capacity** of the 2020 SSA shall be amended to include the following paragraphs (f) and (g):

- f. Both parties acknowledge and agree that the commitments made by HMGMA to Bryan County and the JDA via the "Economic Development Agreement" meet the conditions of a significant industrial development project ("Project") as described in the 2020 SSA. Furthermore, both Parties agree that all proper notification of said Project has been given to Savannah via letter correspondence dated September 20, 2022 (attached as Exhibit "A"). Savannah per the 2020 SSA and pursuant to its response letter correspondence dated October 13, 2022 (attached as Exhibit "B"), conditionally agrees to provide conveyance and treatment capacity up to 0.85 million gallons per day (MGD), and that the monthly average amount of acceptable sewage that may be delivered on a daily basis by Bryan County ("Monthly Average") is 850,000 gallons per day (gpd). In no event shall Savannah be obligated to accept in excess of the Monthly Average flow of 850,000 gpd or any other flow condition other than as outlined in the memorandum from Bryan County to Savannah dated August 29, 2024 as redacted (hereinafter "Flow Management Plan Memo"), which is attached as Exhibit "C" and hereby made part of this Amendment.

- g. Bryan County anticipates that the North Bryan WRF will be completed and ready to be placed into operation on or before December 31, 2025. To that end, Bryan County shall deliver to Savannah an updated schedule regarding North Bryan WRF startup and completion, and shall provide Savannah periodic updates (no less than monthly) on the progression of the work. Savannah hereby agrees to accept wastewater in conformance with all conditions of the 2020 SSA as modified by this Amendment, for conveyance and treatment for a period not to exceed December 31, 2025. This period may be extended by mutual agreement of both Parties via future amendment. Furthermore, both Parties acknowledge and agree that the North Bryan WRF is nearing Substantial Completion as defined in Bryan County's construction contract documents for the North Bryan WRF project, and as such Bryan County anticipates that prior to Final Completion of the North Bryan WRF, a portion of the wastewater collected within the Bryan County system upstream of the Transfer Pump Station shall be used to aid in the seeding and start-up of the North Bryan WRF. During this period, Savannah will agree to accept for conveyance and treatment, effluent from the North Bryan WRF treatment start-up processes (hereinafter "Permeate") provided that Bryan County can meet applicable discharge conditions. All discharge conditions outlined in Article 8 of this Amendment, and any new discharge conditions required for the acceptance of Permeate, shall apply to the Permeate flows conveyed to Savannah by Bryan County.
- e. Both parties agree that the mutually agreed upon start date following announcement of the Project is January 4, 2023, and further agree that if wastewater discharge from Bryan County to Savannah extends beyond January 4, 2026, then Savannah shall have cause to increase consumption rates in accordance with this Amendment and the 2020 SSA.

**Section 4 – Flow Meter Station** of the 2020 SSA shall be amended to include the following paragraph (f):

- f. Both parties acknowledge and agree that Sewer Meter Station is not fully complete and operational as of the Effective Date of this Amendment. Bryan County anticipates that said Sewer Meter Station will be completed and ready for operation on or before August 1, 2025. Savannah and Bryan County mutually agree that until the Sewer Meter Station is complete, metered flow readings from the HMGMA and HL-GA monitoring stations as well as pump run time and wet-well volume tracking data from the Bryan County Transfer Pump Station shall be utilized to measure/meter flow conveyed to Savannah.

**Section 6 – Metered Sewage Consumption Charge** of the 2020 SSA shall be amended to include the following final paragraph:

Both parties acknowledge and agree that in accordance with 2020 SSA and the City of Savannah 2025 Revenue Ordinance, the Effective January 1, 2025, the Class D rate for outside customers was \$5.28 per 100 cubic feet, which is equivalent to \$7.06 per 1,000

gallons. Therefore, the applicable rate for sewage delivered by Bryan County based on the Savannah sewer rate schedule with the 33% discount described in the paragraphs above, following January 1, 2025, is \$4.73 per 1000 gallons.

**Section 8 - Sewer Treatment** of the 2020 SSA shall be deleted in its entirety and is hereby amended to read as follows:

**8. Sewage Treatment.** Savannah will accept for treatment domestic strength sanitary sewage, including pretreated industrial process and non-process wastewater, delivered by Bryan County to a force main delivery point located in the vicinity of the Effingham County-Savannah border near Old River Road and Interstate 16 (the "Sewage Delivery Point"). Said sewage shall be limited solely to sewage which originated from sewer customers located within current (as of the date of this Agreement) corporate limits of Bryan County which area is delineated in Exhibit 1 of the 2020 SSA.

The delivered sewage shall contain no toxic materials which would interfere with Savannah's or Bryan County's biological treatment processes, and delivered sewage shall have characteristics which do not exceed the parameter thresholds as listed in Exhibit "D".

Delivered sewage shall contain no toxic material or other characteristics which may interfere with Savannah's pumping, transport, or treatment processes whether or not specifically identified above. Both Parties hereby acknowledge and agree that GAEPD shall be the control authority for the Bryan County POTW, including HMGMA and HL-GA, which discharge into the North Bryan WRF and/or into Bryan County's sewer collection system for conveyance to Savannah for treatment at the Travis Field WRF on a temporary basis. GAEPD and Bryan County shall be responsible for requiring any industrial treatment necessary to comply with the thresholds values as listed in Exhibit "D" and any other conditions in accordance with GAEPD industrial pretreatment permit issued to industrial customers within Bryan County's service area.

Bryan County and GAEPD shall be responsible for requiring industrial users to install monitoring stations and equipment at locations as necessary to adhere to the sampling conditions for "Industrial Pretreatment System Effluent" and "Significant Industrial User Effluent – End of Pipe – Combined Total Effluent" as presented in Exhibit "D". Bryan County shall be responsible for installing a monitoring station and equipment near the existing Savannah Transfer Pump Station, adjacent to the North Bryan WRF, to sample and report the "Combined Wastewater - End of Pipe - Local Government Transfer" parameters at least once every 3 months, or quarterly, starting thirty (30) calendar days following commencement of flow to Savannah to demonstrate compliance. If the City desires to obtain additional water quality testing from the Bryan County EQ tank or transfer pump station at frequencies exceeding those prescribed in the Agreement, Bryan County staff will coordinate with, and make access available to, COS staff such that the City can collect samples for testing.

The monthly average amount of acceptable sewage that may be delivered on a daily basis by Bryan County ("Monthly Average") is 850,000 gallons per day (gpd). In no event shall Savannah

be obligated to accept in excess of the Monthly Average flow of 850,000 gpd or any other flow condition other than as outlined in the "Flow Management Plan Memo".

Following mutual agreement of both Parties of terms to be addressed in a future amendment to this Agreement to allow Savannah to transport sewage to the Sewer Delivery Point for treatment by Bryan County, and upon the reversal of flow, Bryan County will accept for treatment domestic strength sanitary sewage, including pretreated industrial process and non-process wastewater, delivered by Savannah to a force main delivery point located in the vicinity of the Effingham County-Savannah border near Old River Road and Interstate 16 (the "Sewage Delivery Point"). Said sewage shall be limited solely to sewage which originated from sewer customers located within Chatham County.

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.

Both Parties hereby acknowledge and agree that until such time as Bryan County obtains the required permit authority from GAEPD to manage an Industrial Pretreatment Program (IPP), GAEPD shall be the control authority for issuing industrial pretreatment permits to significant industrial users located within Savannah whose wastewater will be conveyed to Bryan County for treatment and disposal.

The two Parties agree to share all data and information related to the administration of the IPP activities with either GAEPD as the current control authority or Bryan County as a potential future control authority. Such information should include but not be limited to (i) an inventory of all industrial users, (ii) results of all water quality test results, (iii) copies of all pretreatment permits issued by the control authority, and (iv) the origin, volume, and nature of all non-domestic flows.

Savannah and GAEPD shall be responsible for requiring industrial users to install monitoring stations and equipment at locations as necessary to adhere to the sampling conditions for "Industrial Pretreatment System Effluent" and "Significant Industrial User Effluent – End of Pipe – Combined Total Effluent" as presented in Exhibit "D". Savannah shall be responsible for installing a monitoring station and equipment near Sewer Service Delivery Point, to sample and report the "Combined Wastewater - End of Pipe - Local Government Transfer" parameters at least once every 3 months, or quarterly, starting thirty (30) calendar days following commencement of flow from Savannah to Bryan County to demonstrate compliance. If Bryan County desires to obtain additional water quality testing from Savannah at the Sewer Service Delivery Point or upstream transfer pump station at frequencies exceeding those prescribed in the Agreement, Savannah staff will coordinate with, and make access available to, Bryan County staff such that Bryan County can collect samples for testing.

The maximum amount of acceptable sewage that may be delivered by Savannah in any month is 2.0 MGD. In no event shall Bryan County be obligated to accept in excess of an annual average of 2.0 MGD. Both Parties further agree that prior to commencement of flow from Savannah to Bryan County, a new Flow Management Plan must be prepared by Savannah and accepted by Bryan County to ensure proper management and pacing of sewer flows so as not to overwhelm the Bryan County conveyance system.

Both Parties agree that non-compliance with applicable GAEPD or Bryan County industrial permit requirements, as applicable, GAEPD relinquishing control authority status without Bryan County replacing them as the control authority, failure to abide by the "Flow Management Plan", and/or failure to comply with the threshold values or monitoring requirements set forth in Exhibit "D" shall authorize Savannah or Bryan, as applicable based on the Party receiving wastewater for treatment, to increase the required frequency of monitoring and either (i) apply a multiplier not to exceed 1.5 times the consumption rate as stipulated in Section 6 of the 2020 SSA to the non-compliant flow(s), or (ii) suspend the discharge of wastewater conveyance, after providing a minimum of 12 hours of notice to respective Party, until such time as the two Parties agree to recommence wastewater discharge and conveyance.

Both Parties acknowledge and agree that the Travis Field WRF is the primary sewage treatment facility for various customers inclusive of North Bryan County, City of Savannah, and multiple Chatham County municipalities via a designated sewer service area for which no other sewage treatment options are available. As such, Savannah shall have primary discretion as to the suspension of sewage discharge to the Travis Field WRF due to non-compliance. Accordingly, Bryan County shall enforce any reasonable and lawful means via a directive from Savannah to suspend flow from a non-compliant customer including placement of plug in a sewer main to stop flow. Upon reversal of flows from Savannah to Bryan County, both Parties acknowledge and agree that the North Bryan WRF will be the primary sewage treatment facility for various customers inclusive of portions of the City of Savannah service area, Bryan County, other wholesale customers, and municipalities via a designated sewer service area for which no other sewage treatment options are available. As such, following reversal of flows, Bryan shall have primary discretion as to the suspension of sewage discharge to the North Bryan WRF due to non-compliance. Accordingly, Savannah shall enforce any reasonable and lawful means via a directive from Bryan County to suspend flow from a non-compliant customer including placement of plug in a sewer main to stop flow.

**NO MERGER; MODIFICATION.** Except as expressly set forth herein, all other terms and provisions of the Agreement remain in full force and effect, and have not been modified, changed or waived in any way.

***[SIGNATURES FOLLOW]***



IN WITNESS WHEREOF, Bryan County and Savannah have caused this First 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.

Executed in the presence of:

MAYOR AND ALDERMEN OF THE  
CITY OF SAVANNAH, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_  
Clerk of Council  
  
(SEAL)

Executed in the presence of:

BRYAN COUNTY, GEORGIA

*Chelsea Reed*  
\_\_\_\_\_  
Witness

By: *Carter Infinger*  
\_\_\_\_\_  
Carter Infinger  
Chairman of the Board

*Monalisa D. Williams*  
\_\_\_\_\_  
Notary Public

Attest: *Lori Tyson*  
\_\_\_\_\_  
Lori Tyson  
County Clerk



# *Bryan County Board of Commissioners*

P.O. Box 430 Pembroke Georgia 31321-0430

*Carter Infinger, Chairman  
Noah Covington, District 1  
Wade Price, District 2  
Dallas Daniel, District 3  
Andrew Johnson, District 4  
Dr. Gene Wallace, District 5*



Phone: (912) 653-5252 Fax: (912) 653-4691

*Ben Taylor, County Administrator*

*Lori Tyson, County Clerk*

*John Rauback, Finance Director*

**EXHIBIT "A"**

September 20, 2022

Mr. Joseph Melder

City Manager  
City of Savannah  
PO 1027  
Savannah, GA 31406

RE: Bryan County – City of Savannah Sewer Service Agreement  
Sanitary Sewer Flow Increase Request

Dear Jay,

As you know the Joint Development Authority has recently entered into an agreement with Hyundai whereby the Bryan County Mega-site has been officially designated as their new car manufacturing facility in Georgia. In anticipation of the Mega-site development along with its far-reaching opportunities for growth not just in Bryan County but for the region, Bryan County and the City of Savannah entered into a Sewer Service Agreement dated December 8, 2020 in order to provide a means for processing wastewater for the projected growth. In conjunction with the Agreement, Bryan County has recently awarded a construction contract for the installation of the 18-inch sewer force main that will provide the connection between the two systems.

In addition, based on the aggressive production ramp-up schedule that Hyundai has recently provided for its manufacturing facility, the County will need to exercise the maximum flow limits as enumerated in the Agreement as soon as possible. Section 1.c. of the Agreement permits Bryan County to request an additional sewer conveyance and treatment capacity of 500,000 GPD above the initial flow of 350,000 GPD contemplated in Section 1.b. for a total flow of 850,000 GPD. The Agreement states that additional flow would be available within one year of a mutually agreed upon start date following the announcement of the Mega-site project.



As such, please accept this letter as Bryan County's request to increase its allocation in accordance with the Agreement in order to provide the necessary sewer service for the project. We look forward to continuing our partnership with you and the City in this endeavor and beyond as we prepare for the exciting growth potential of the region.

Sincerely,

A handwritten signature in blue ink, appearing to be 'BT', with a long horizontal stroke extending to the right.

Ben Taylor  
Bryan County Administrator



October 13, 2022

Mr. Ben Taylor, County Administrator  
Bryan County Board of Commissioners  
PO Box 430  
Pembroke, GA 31321

Subject: Bryan County – City of Savannah Sewer Service Agreement Sanitary Sewer  
Flow Increase Request

Dear Ben:

The purpose of this letter is to respond to your subject request as stated in a letter to me dated September 20, 2022. The City has reviewed the Bryan County – City of Savannah Sewer Service Agreement, Section 1.b. in connection with your stated request in the September 20, 2022 letter. Based on our review, the City is agreeable to your request to increase the conveyance and treatment capacity to a total flow of 850,000 gallons per day (GPD) with an associated peak flow of 1,800 gallons per minute (GPM). In addition to the provisions as set forth in the aforementioned Sewer Service Agreement, the City approves this request with the following stipulations as previously discussed with County staff and Thomas & Hutton:

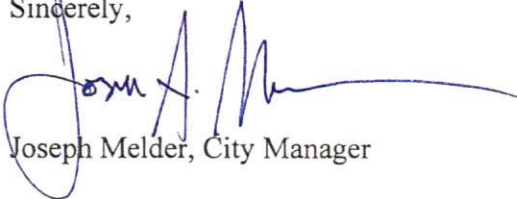
- Bryan County will develop an operational plan and sewage flow management plan for the future Regional Forcemain (RFM) that will utilize the proposed 2.5 million gallon equalization basin to be built by Bryan County to manage the flow of sewage to the receiving manhole at the Savannah Chatham Manufacturing Center (SCMC) site.
- The City and Bryan County will agree upon the proposed flow management plan prior to implementation and commencement of sewage conveyance to the connection point at SCMC.

In addition to supporting your request as stated in the September 20, 2022 letter, this letter serves as the City of Savannah's intent to confirm its desire to secure 1.0 million gallons per day (MGD) of treatment capacity at the Bryan County WRF upon completion of the facility in 2025 in accordance with Section 10 of the Sewer Service Agreement. It is the City's understanding that some additional capacity could be available within the initial 5.0 MGD capacity that is planned in association with the completion of the first phase of WRF construction in 2025. In consideration of the City's support of your request for 850,000 GPD of total flow to the Travis Field WRF, the City requests that Bryan County favorably consider the allocation of any additional capacity at the Bryan County WRF to the City beyond the committed initial allocation of 1.0 MGD as per Section 10. This request for favorable consideration of additional capacity in the short term is in addition to a future

request from the City of Savannah to increase its total capacity allocation at the Bryan County WRF up to 2.0 MGD in accordance with Section 10 of the Agreement meaning the City could seek a capacity allocation that was greater than 2.0 MGD, if Bryan County was agreeable.

Please contact me with any questions regarding the contents of this letter or Ron Feldner with the City of Savannah at 912-547-5994 or via email at [Ronald.Feldner@savannahga.gov](mailto:Ronald.Feldner@savannahga.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Joseph Melder", with a long horizontal flourish extending to the right.

Joseph Melder, City Manager

CC: Heath Lloyd, Assistant City Manager  
Ron Feldner, Water Resources Director



**BRYAN COUNTY  
WATER & SEWER UTILITY DEPARTMENT**

51 North Courthouse Street  
P.O. Box 1071  
Pembroke, Georgia 31321  
912-653-3893  
(Fax) 653-3864

66 Capt. Matthew Freeman Drive  
Suite 201  
Richmond Hill, Georgia 31324  
912-756-7962  
(Fax) 756-7951

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**FLOW MANAGEMENT/TESTING MEMORANDUM**

**TO:** Ron Feldner, PE - Chief of Water Resources, City of Savannah (COS)  
**FROM:** Kirk Croasmun, PE - Director of Engineering, Bryan County  
**CC:** Shawn Rosenquist (COS), Matt Gilmore (Bryan Co.), Trent Thompson (T&H),  
Matt Frazier (T&H)  
**DATE:** August 29, 2024  
**PROJECT:** **Bryan County/Savannah Regional Force Main  
Sewer Flow Management and Sewer Use Ordinance**

**Purpose**

This memo is to notify and to provide confirmation to the City of Savannah (COS), that Bryan County's sewer collection and conveyance system is complete and ready to commence transfer of wastewater to the COS in accordance with our Sewer Service Agreement executed December 8, 2020. Pursuant to Paragraph 8 of said Agreement, it is our understanding that Savannah is in the process of finalizing its Industrial Pretreatment Permit ("Permit") with Hyundai Motor Group Metaplant America (HMGMA). Furthermore, it is our understanding that the City has provided HMGMA with several remaining conditions outlined in your email of August 26, 2024, including confirmation from Bryan County that measures for flow management, pacing of sewer conveyance, and other conditions of the Agreement are in place.

**Flow Management and Pacing**

On June 6<sup>th</sup>, 2024, Bryan County received a memorandum from Shawn Rosenquist, which outlined the conditions and characteristics of Savannah's downstream sewer system from the Southwest Quadrant (SW Quad) of I-16 and I-95 to your Travis Field Water Reclamation Facility (WRF). It is our understanding that based on the phased implementation of sewer conveyance in the SW Quad area, the capacity of City Lift Station 212 (LS212), which sewer flows from Bryan County will discharge upstream of, temporarily exceeds the capacity of the City's downstream Lift Station 193 (LS193). We also understand that the COS is in the process of upgrading its conveyance



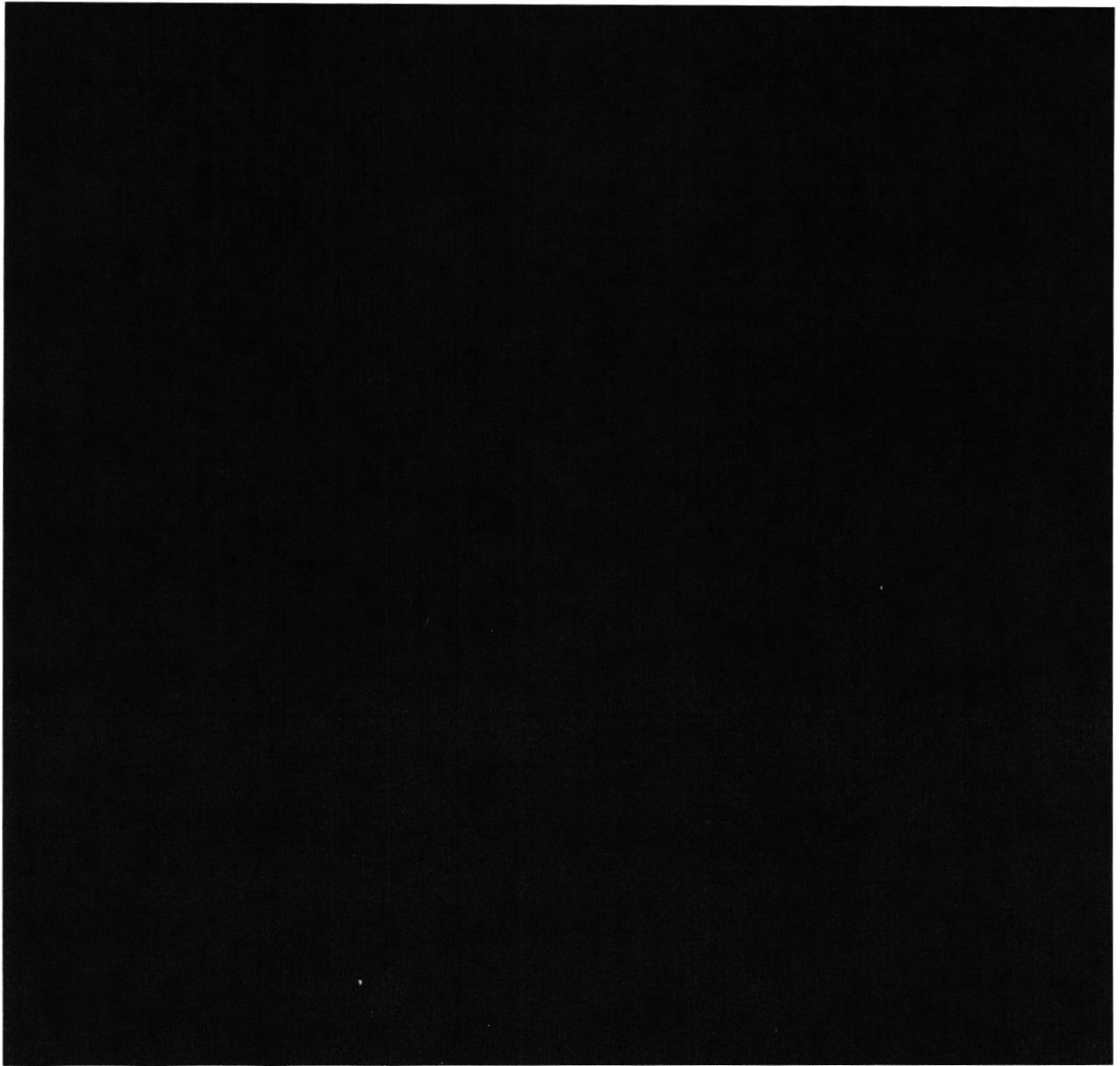
system, and until such time as that system is improved, Bryan and the COS must coordinate on the management and pacing of sewer flows from Bryan County. For the purpose of this memorandum, and understanding between the City and County, this period of time until Savannah's downstream system is upgraded shall be referred to as "Phase 1".

### **Outline of Flow Management and Pacing Plan**

Since June 6, 2024, the City and Bryan County have shared options and procedures for managing flow through the I-16 regional force main to Savannah's downstream system. On July 24<sup>th</sup>, 2024, Bryan County and the COS conducted a joint trial run "stress test" of the conveyance system to test both the downstream system capacities as well as Bryan's operational procedures to pace sewer pumping rates through the force main. This stress test was successfully completed to the satisfaction of both parties, and Bryan is now ready to commence operation of its system under the following plan:

1. Bryan County will receive domestic and pretreated industrial wastewater from HMGMA and domestic wastewater from other customers. This combined wastewater stream will be collected and stored in the 2.5 million gallon (MG) equalization (EQ) tank at the North Bryan WRF.
2. In accordance with the Agreement, the City will accept and treat wastewater, subsequent to Phase 1 as outlined below, up to a daily average flow of 0.85 million gallons per day (mgd), or approximately 590 gallons per minute (gpm), with peak flow not to exceed 1,600 gpm.
3. During Phase 1, Bryan County will throttle flow by partially closing a valve between the County's EQ tank and the County's transfer pump station to prevent the sewage flow rates at the City's Service Delivery Point (see Agreement, location of future sewer meter station at I-16 and Effingham-Chatham County Line) from exceeding 1,000 gpm until the LS193 FM is complete.
  - a. The County concurs with the City's hydraulic model, which estimates indicate that a flow rate from the County's EQ tank to the County's transfer pump station of approximately 800 gpm or alternatively a flow rate that creates less than 2 minutes of pump-on cycle time at the County's transfer pump station, should maintain an acceptable effluent flow at the City's Service Delivery Point.
  - b. The County will continue to monitor and assess the procedures for pacing sewer flow rates, and will coordinate with the City to make adjustments as necessary to maintain the agreed upon flow management strategy throughout Phase 1.
4. Following Phase 1, Bryan County and Savannah will coordinate to amend this flow management plan to permit a higher maximum flow rate in the I-16 regional sewer force main up to maximum allowed by the Agreement.





For the purpose of the First Amendment to the 2020 Sewer Service Agreement (SSA), the paragraphs above are hereby redacted as the terms and conditions provided therein are now supersced by the First Amendment.

# Exhibit "D"

Wastewater Characterization/Description		Combined Wastewater - End of Pipe - Local Government Transfer		Industrial Pre-Treatment System Effluent				Significant Industrial User Effluent - End of Pipe - Combined Total Effluent - Non-Process, Non-Categorical, Domestic, and Pretreatment System Effluent			
		Threshold Values	Sample Frequency - Normal Operations	Threshold Values		Sample Frequency - Trial Period	Sample Frequency - Normal Operations	Threshold Values		Sample Frequency - Trial Period	Sample Frequency - Normal Operations
Parameter	Units	Monthly Average <sup>1</sup>	Sample Frequency - Normal Operations	Maximum Daily <sup>2</sup>	Monthly Average <sup>2</sup>	Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations	Maximum Daily <sup>3</sup>	Monthly Average <sup>3</sup>	Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations
Flow	gpd	850,000	1/day (metered at "Service Delivery Point")	400,000	400,000	1/ day (metered) & 1/minute (continuous)	1/ day (metered) & 1/minute (continuous)	425,000	425,000	1/day (metered)	1/ day (metered)
Parameter	Units	Maximum and Minimum Values	Sample Frequency - Normal Operations	Maximum Daily Threshold Value		Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations	Monthly Average Threshold Value		Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations
pH	S.U.	-	1/Quarter	9.0 (max)	6.0 (min)	1/ Day (grab) & 1/ Minute (continuous)	1/ Day (grab) & 1/ Minute (continuous)	9.0 (max)	6.0 (min)	1/ Day (grab) & 1/ Minute (continuous)	1/ Day (grab) & 1/ Minute (continuous)
TDS	mg/L	-	1/Quarter	1,500 (absolute max) - 500 (max 30-day range)		1/ Day (grab)	1/ Day (grab)	1,500 (absolute max) - 500 (max 30-day range)		1/ Day (grab)	1/ Day (grab)
Specific Conductivity	µS/cm	-	1/Quarter	2,400 (absolute max) - 800 (max 30-day range)		1/ Minute (continuous)	1/ Minute (continuous)	2,400 (absolute max) - 800 (max 30-day range)		1/ Minute (continuous)	1/ Minute (continuous)
Parameter		Maximum Value (mg/L)	Sample Frequency - Normal Operations	mg/L	lbs	Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations	Maximum Daily Threshold Value		Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations
BOD <sub>5</sub>		500	1/Quarter	300	1.001	1/ Week	1/ Month	300		1/ Week	1/ Month
COD		750	1/Quarter	500	1.668	1/ Day	1/ Week	500		1/ Day	1/ Week
TSS		500	1/Quarter	280	935	1/ Day	1/ Week	200		1/ Day	1/ Week
NH <sub>3</sub>		50.0	1/Quarter	32.0	107.0	1/ Day	1/ Week	15.0		1/ Day	1/ Week
Phosphorus (T)		5.0	1/Quarter	4.0	14.0	1/ Day	1/ Week	4.0		1/ Day	1/ Week
HEM (Fats, Oil, and Grease)		100	1/Quarter	100	-	1/ Week (Grab)	1/ Week (Grab)	100		1/ Week (Grab)	1/ Week (Grab)
Cyanide		0.082	1/Quarter	0.165	0.551	1/ Week (Grab)	1/ Week (Grab)	0.10		1/ Week (Grab)	1/ Week (Grab)
Cadmium (T)		0.008	1/Quarter	0.008	0.027	1/ Day	1/ Month	0.004		1/ Day	1/ Month
Chromium (T)		0.26	1/Quarter	0.26	0.87	1/ Day	1/ Month	0.26		1/ Day	1/ Month
Copper (T)		0.18	1/Quarter	0.14	0.47	1/ Day	1/ Month	0.14		1/ Day	1/ Month
Lead (T)		0.06	1/Quarter	0.058	0.194	1/ Day	1/ Month	0.050		1/ Day	1/ Month
Nickel (T)		0.5	1/Quarter	0.397	1.325	1/ Day	1/ Month	0.400		1/ Day	1/ Month
Silver (T)		0.2	1/Quarter	0.11	0.37	1/ Day	1/ Month	0.11		1/ Day	1/ Month
Zinc (T)		0.35	1/Quarter	0.274	0.915	1/ Day	1/ Week	0.30		1/ Day	1/ Week
Total Toxic Organics		-	Semiannually or More Upon Request	2.13	7.11	Semiannually or More Upon Request	Semiannually or More Upon Request	2.13		Semiannually or More Upon Request	Semiannually or More Upon Request
Arsenic	mg/L	0.15	1/Quarter	-	-	-	-	0.077		1/ Day	1/ Month
Mercury	mg/L	0.01	1/Quarter	-	-	-	-	0.002		1/ Day	1/ Month
Georgia Priority Pollutants		-	Semiannually or More Upon Request	-	-	Semiannually or More Upon Request	Semiannually or More Upon Request	-		Semiannually or More Upon Request	Semiannually or More Upon Request
PFAS		-	Upon Request	-	-	Upon Request	Upon Request	-		Upon Request	Upon Request
Parameter	Units	Maximum Value (mg/L)	Sample Frequency - Normal Operations	Maximum Daily		Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations	Maximum Daily		Initial (30 Days) to Demonstrate Compliance and Functionality of Pretreatment Systems	Sample Frequency - Normal Operations
Molybdenum	mg/L	0.08	1/Quarter	-	-	-	-	0.043		1/ Day	1/ Month
Total PAH	mg/L	-	-	-	-	-	-	0.10		1/ Day	1/ Month

Selenium	mg/L	0.08	1/Quarter	-	-	-	0.06	1/Day	1/Month
Total Phenol	mg/L	-	-	-	-	-	1.00	1/Day	1/Month
Benzene	mg/L	-	-	-	-	-	0.01	1/Day	1/Month
Ethylbenzene	mg/L	-	-	-	-	-	0.30	1/Day	1/Month
Xylene	mg/L	-	-	-	-	-	0.50	1/Day	1/Month
Toluene	mg/L	-	-	-	-	-	0.70	1/Day	1/Month
TOC	mg/L	-	-	-	-	-	200	1/Day	1/Month
Residual Chlorine	mg/L	-	-	-	-	-	4.0	1/Day	1/Month
Surfactants	mg/L	-	-	-	-	-	100	1/Day	1/Month
Chloride	mg/L	-	-	-	-	-	250	1/Day	1/Month
Sulfate	mg/L	-	-	-	-	-	500	1/Day	1/Month

#### Notes

- Pursuant to the terms of the BC-COS IGA, the City of Savannah agrees to provide sewer conveyance and treatment capacity for up to 850,000 gpd, and BC shall not exceed a maximum pumping rate of 1,800 gpm. Furthermore, both parties agree that flow from BC to COS shall follow the conditions outlined in the Flow Management Plan memorandum from BC to COS dated August 28, 2024, which describe use of BC's EQ tank, transfer pump station, and operational procedures to be employed to pace the sewer discharges into COS system. Once flow is reversed, and COS conveys wastewater to BC pursuant to the First Amendment to the 2020 SSA, Article 8, Savannah's Monthly Average flowrate shall be 2.0 million gallons per day (MGD) and COS shall submit a Flow Management Plan to BC for review and acceptance.
- Maximum Daily Flow Rates and Monthly Average Daily Flow Rates for the discharges for Industrial Pretreatment Systems are based on the Draft modified HMGMA Industrial Pretreatment Permit (unsigned and unissued) by City of Savannah, dated November 7, 2024. It is assumed these flow rates will also apply to HL-GA Battery Company, LLC (HL-GA) as well. Between the two facilities the combined allowable industrial pretreatment effluent from the Bryan County Megasite shall be 800,000 gpd.
- Maximum Daily Flow Rates and Monthly Average Daily Flow Rates for the discharges for Combined Significant Industrial Users (i.e. HMGMA and HL-GA) are based on a combined industrial pretreatment effluent and non-process/non-categorical/domestic flow rate of up to 425,000 gpd. Between the two facilities the combined allowable industrial pretreatment effluent from the Bryan County Megasite shall be 850,000 gpd.
- "-" indicates that the parameter, constituent, or testing requirement is not applicable.