CITY OF CHATTAHOOCHEE HILLS and FULTON COUNTY WASTEWATER SERVICES AGREEMENT for CAMP CREEK WATER RECLAMATION FACILITY

This **WASTEWATER SERVICES AGREEMENT** (the **"Agreement"**), entered into on the Date of Execution, by and between the **City of Chattahoochee Hills**, a municipal corporation in the State of Georgia acting by and through its mayor and council, hereinafter referred to as **"Chattahoochee Hills"** and **Fulton County**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as **"Fulton"**.

WITNESSETH

WHEREAS, each of the parties hereto is a governmental entity of the State of Georgia and has the legal authority and obligation to organize, maintain, and operate systems of sewerage in its respective jurisdictions to serve its citizens; and

WHEREAS, Fulton owns and operates the Camp Creek Water Reclamation Facility, ("Camp Creek WRF"); and

WHEREAS, the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") has mandated that watershed assessment and planning be conducted to support environmental regulatory action on wastewater discharges; and

WHEREAS, both parties agree that it is in their mutual interests to work cooperatively on wastewater management and watershed management in the Camp Creek service area and agree that the environmental management of the common watershed can be enhanced through regional cooperation; and

WHEREAS, Chattahoochee Hills has expressed the desire to have Fulton County treat 0.5 MGD of wastewater generated by the City of Chattahoochee Hills; and

WHEREAS, the terms of this Agreement are intended to address the immediate needs of the parties related to wastewater management; and

WHEREAS, the parties wish to set terms and conditions and provide procedures for the current and future use of Camp Creek WRF and future capital improvements to the System, as defined below, and to agree upon methods of determining and sharing current and future costs of capital improvements and the operation and maintenance of the Sewerage System, as defined in this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do agree as follows:

ARTICLE I

DEFINITIONS

In the construction of this Agreement, the following terms shall have the following meanings and shall be construed as required by the following provisions, unless inconsistent with the manifest intent of the text:

1.1 APPLICABLE INTEREST RATE. The rate of one percent per month.

1.2 BUSINESS DAY. Each day excluding each Saturday, Sunday, and state or federal holiday on which banks in the State of Georgia are authorized to close for purposes of customary banking services.

1.3 CAPITAL IMPROVEMENTS. Those additions, replacements, or improvements to the Sewerage System, which, under generally accepted accounting principles or practices, are considered capital in nature, and which are made for the purpose of improving the System or expanding the capacity of the System.

1.4 COLLECTION SYSTEM. A component of the System, as defined in this Agreement, consisting of the sewer lines, storage, pump stations, and force mains which transport flows to a treatment facility or its influent pumping station.

1.5 DATE OF EXECUTION. The date on which the last party to this Agreement executes this Agreement.

1.6 DESIGN CAPACITY. Flow capacity in million gallons per day (MGD) as described in the most recent design study, or any revision thereto, undertaken by the permit holder of said facility, which must be certified by an engineer licensed to practice in the State of Georgia, expressed as average daily flow, maximum monthly [average daily] flow, and peak wet weather flow; provided, however, as to any facility for which a permit from a regulatory body as to its maximum flow capacity is required, the "Design Capacity" of any such facility shall not exceed such maximum permitted flow capacity.

1.7 DIRECTOR OF PUBLIC WORKS. The Director of Public Works of Fulton, or whoever shall in the future perform those functions relative to this Agreement.

1.8 GOVERNING AUTHORITY. As applicable, the Mayor and Council for Chattahoochee Hills or the Board of Commissioners of Fulton or any replacement governmental body vested with the power to govern in the respective jurisdiction under the laws of the State of Georgia.

1.9 MAYOR. The Mayor of Chattahoochee Hills, or his or her designee, shall in the future perform those functions relative to this Agreement.

1.10 NPDES PERMIT. National Pollution Discharge Elimination System Permit.

1.11 PROJECT. Any project consisting of capital improvements to the System undertaken pursuant to this Agreement.

1.12 PROJECT COSTS. Any and all costs and expenses of Project, including, without limitation, the costs of planning, design, engineering, architectural, and construction of the Project, the costs of plan and specifications, the costs necessary or incident to determining the feasibility or practicality of the Project, the costs of acquiring or condemning all lands, properties, rights, and easements required for the Project, the costs of all buildings, machinery, and equipment included in the Project, the costs of insurance, financing charges and interest as applicable, the costs of compliance with environmental regulations and environmental protection, the costs of re-rating any facility, the costs of project construction management and construction engineering, administrative costs, legal fees and expenses, and such other costs as may be necessary or incidental to the construction and equipping of the Project, hereinafter "Project Costs," and the placing of the Project in operations; provided, however, Project Costs shall not include any operating cost (as accepted by industry standard), any repair or routine maintenance cost, or any cost stemming from a claim, fine, or penalty resulting from the negligent or intentional act or omission of Fulton or such party's agent.

1.13 RATES. Rates shall be established on the basis of the utility industry standard cost of service study prepared by or on behalf of Fulton. Such study shall serve to establish the rates of at least the following four rate categories: (1) retail rates billed to the residential/commercial customers, (2) wholesale, inclusive of a capital component and operations and maintenance component based on no contribution to the System ["Capital/O&M"]; (3) wholesale, without a capital component and with operations and maintenance based on a capital contribution to the System ["O&M"]; and (4) wholesale, inclusive of a capital component that is amortized over a set period of time which is established under a separate written agreement between Fulton and

Chattahoochee Hills. Whenever Fulton deems it necessary to revise its rates, Fulton shall notify Chattahoochee Hills in writing of the pending rate increase not less than thirty (30) days prior to submittal of such revised rates to Fulton's Governing Authority for approval. Upon approval of such rates, Fulton shall notify Chattahoochee Hills in writing by the first to occur: (a) thirty (30) days after such approval by the respective Governing Authority; or (b) at least thirty (30) days prior to the effective date of such rates, which notice shall state each rate and the effective date thereof. Nothing herein is intended to be construed as affecting Fulton's sole authority to revise its rates. All documentation used in the cost of service studies shall be provided by Fulton to Chattahoochee Hills within ten (10) Business Days of the date upon which Fulton's Governing Authority revises its rates.

1.14 RESERVED CAPACITY. The quantity of flow expressed million gallons per day (MGD) or thousand gallons per day allocated for use by Chattahoochee Hills of Camp Creek, as set forth in Section 5.1.2

1.15 REQUIRED FINANCIAL CONTRIBUTION. The dollar amount payable by Chattahoochee Hills with respect to the Project equal to (a) the sum of the Total Project Cost for the Project minus the total amount of all state and federal funds used toward the Project, multiplied by (b) Chattahoochee Hills's Required Financial Contribution Percent.

1.16 REQUIRED FINANCIAL CONTRIBUTION PERCENT. The applicable percent specified in Section 2.1 or in an amendment to this Agreement for the applicable Project, or if no percent is so specified for any future capital improvement to Camp Creek, the percent which such Reserved Capacity (following such capital improvement) is to the Design Capacity of Camp Creek (following such capital improvement).

1.17 SEWERAGE SYSTEM, SEWER SYSTEM, OR SYSTEM. The physical system of sewers, pumping stations, force mains, and storage and treatment facilities by which Chattahoochee Hills and Fulton collect, convey, treat, and discharge wastewater within the Camp Creek service area.

1.18 TOTAL PROJECT COST. The aggregate dollar amount of all Project Costs of a Project undertaken pursuant to this Agreement.

1.19 UNALLOCATED RESERVED CAPACITY. Capacity which is unused and unallocated for use by any entity at Camp Creek and held in reserve to be allocated by Fulton, expressed in million gallons per day (MGD) or thousand gallons per day.

ARTICLE 2

FINANCIAL CONTRIBUTION BY CHATTAHOOCHEE HILLS

2.1 CHATTAHOOCHEE HILLS'S REQUIRED FINANCIAL CONTRIBUTION PERCENT FOR CAMP CREEK WRF. Chattahoochee Hills's total Required Financial Contribution for Camp Creek Improvements shall be 2.08% of Camp Creek WRF's current capacity as determined in Section 5.1.2. Changes to the capacity of Camp Creek WRF will be handled as described in Section 5.1.3. Election of how Chattahoochee Hills will pay the Required Financial Contribution will be described in Section 3.3.

2.2 METHOD OF PAYMENT BY CHATTAHOOCHEE HILLS FOR ITS REQUIRED FINANCIAL CONTRIBUTION FOR THE CAMP CREEK UPGRADE. The parties agree that Chattahoochee Hills's Required Financial Contribution for the Camp Creek Upgrade is equal to (a) the sum of the applicable Total Project Cost of the Camp Creek Upgrade minus the total of all state and federal funds received or to be received for the Camp Creek Upgrade (b) multiplied by the respective Required Financial Contribution Percent set forth in section 2.1

The parties agree that the Total Project Cost for the Camp Creek Upgrade was $101,985,650.04 and that Chattahoochee Hills's Required Contribution as of the date of execution of this Agreement is set by the tranches below, with a minimum Required Contribution of $424,940.21 and a maximum Required Contribution of $2,121,301.52.

Chattahoochee Hills shall have the option to pay the Required Financial Contribution in increments or tranches based on the projected daily usage of the area to be connected to the Sewer System. Required Financial Contribution tranches are limited to 0.1 MGD, 0.25 MGD, and 0.5 MGD:

Projected Daily Usage Tranche	Required Financial Contribution	Total Financial Contribution
0.1 MGD	$424,940.21	$424,940.21
0.25 MGD	$637,410.31	$1,062,350.52
0.5 MGD	$1,058,951.00	$2,121,301.52

When the average daily flow received from Chattahoochee Hills to Camp Creek based on a sixty (60) day reporting period reaches 80% of the current Project Daily Usage Tranche, Chattahoochee Hills shall pay the next Required Financial Contribution until the final 0.5 MGD

Tranche has been paid. Flows in excess of the final Projected Daily Usage Tranche of 0.5 MGD are covered under Article 5.8.

Chattahoochee Hills shall make payment to Fulton in the amount of its Required Financial Contribution for the Total Project Cost for the Camp Creek Upgrade within ninety (90) days after the Effective Date of this Agreement. Such payment qualifies Chattahoochee Hills for a wholesale rate without a capital component and with operations and maintenance based on a capital contribution to the System pursuant to Article 1.13(3).

ARTICLE 3.

FUTURE CAPITAL IMPROVEMENTS OF FULTON

3.1 DETERMINATION TO MAKE FUTURE CAPITAL IMPROVEMENTS. Fulton may make necessary Capital Improvements to the Sewerage System from time to time, subject to approval by appropriate state or federal regulatory agencies, if excessive water loads or flows are impairing the efficient operation of the System, if additional capacity is required, if such improvements are necessary to comply with the regulations or requirements of agencies of the State of Georgia, and/or agencies of the federal government, or if improved processes are available and the additions of said processes are necessary or desirable to provide operations which are more efficient and economical. Chattahoochee Hills agrees that the determination to make capital improvements for any one or more of the reasons aforementioned shall be made by Fulton. For the purpose of long-range planning, the parties, acting by and through the Mayor of Chattahoochee Hills and the Fulton Director of Public Works, shall meet at least annually or more frequently as deemed necessary to determine whether additional capacity is necessary, desirable, or appropriate for any facility which is part of the Sewerage System. The parties agree that any such meeting will be held within thirty (30) days of a written request therefor from either party.

3.2 NOTICE AND METHOD OF PAYMENT. Upon the determination that Capital Improvements to the Sewerage System are necessary, desirable, or appropriate pursuant to Section 3.1, Fulton shall provide written notice to Chattahoochee Hills of such determination, which notice shall include Fulton's current estimate of the Total Project Cost of the Project and its calculation of the Required Financial Contribution from Chattahoochee Hills for such Project. Chattahoochee Hills shall respond in writing acknowledging such notice within thirty (30) days after the date such notice is received.

3.3 PAYMENT. Payment by Chattahoochee Hills will be made under the provisions of Section 3.3.1 or 3.3.2, below, at the election of Chattahoochee Hills. Chattahoochee Hills election must be given to Fulton within fifteen (15) Business Days from its receipt of the notice from Fulton required under Section 3.2.

3.3.1 Election Number One. The date of payment by Chattahoochee Hills of the full Required Financial Contribution to Fulton will depend on when Chattahoochee Hills receives written notice from Fulton. If Chattahoochee Hills receives written notice within sixty (60) days of the commencement of Chattahoochee Hills's next fiscal year, Chattahoochee Hills shall pay the full Required Financial Contribution within ninety (90) days of the beginning of the upcoming fiscal year. If Chattahoochee Hills did not receive the above-described notice at least sixty (60) days prior to the beginning of Chattahoochee Hill's next fiscal year, Chattahoochee Hills shall pay the full Required Financial Contribution within ninety (90) days following the beginning of Chattahoochee Hills's next succeeding fiscal year. Upon completion of the Project, adjustments to the estimated Total Project Cost shall be made in accordance with Sections 4.2 and 4.3.

Chattahoochee Hills shall pay its financial obligations under this Agreement in accordance with the provisions of this Agreement, whether or not a Project, or any part thereof, has been completed, is operating or operable, or its output is suspended, interrupted, interfered with, reduced or curtailed, or terminate in whole or in part, and such payments shall not be subject to reduction by offset and shall not be conditional upon the performance or non-performance by Fulton of any other agreement or any other condition whatever.

If Chattahoochee Hills makes this election, its rates shall be based on those defined in Section 1.13(3), wholesale, without a capital component and with operations and maintenance based on a capital contribution to the System.

3.3.2 Election Number Two. Chattahoochee Hills may elect not to pay a lump sum capital contribution and instead elect to pay the capital contribution over time. If Chattahoochee Hills makes this election, its rates shall be based on those defined in Section 1.13(2) wholesale, inclusive of a capital component and operations and maintenance component based on no contribution to the System. The difference between the rate 1.13(2) and 1.13(3) will be applied to the balance of the Required Financial Contribution until Chattahoochee Hills entire financial obligation has been met.

Chattahoochee Hills may elect to forgo the schedule determined by the set rate 1.13(2) and instead work with Fulton to set a wholesale rate, inclusive of a capital component, that is amortized over a set period of time, as described by rate 1.13(4). Such an election cannot move forward unless a separate written agreement is established between Fulton and Chattahoochee Hills. Any lump sum payments made in addition to the payments applied from the difference in rates 1.13(2) or 1.13(4) and 1.13(3) shall be accompanied by written notice to Fulton. Once the financial obligation has been met, Chattahoochee Hills may elect to return to the conditions set forth in Sections 3.3.1.

ARTICLE 4.

PAYMENTS AND OWNERSHIP

4.1 FAILURE TO RESPOND. In the event Chattahoochee Hills fails to comply with Articles and 2 and 3 of this Agreement, such failure shall be deemed a material breach of this Agreement and all remedies set forth in this Agreement, including the provisions of Section 4.3, related to interest, shall be available to Fulton.

4.2 ADJUSTMENTS OF PAYMENTS. Chattahoochee Hills and Fulton agree that the calculation for the Total Project Cost for future Capital Improvements and Chattahoochee Hills's Required Financial Contribution with respect thereto are estimate, and that circumstances may arise that cause a change to such estimates. After (a) Fulton initiates any capital improvement pursuant to this Agreement and has certified that construction of the Project has been completed in accordance with approved plans and specifications, (b) final payment of all federal or state grant money due Fulton, if any, has been received, (c) final payment to the construction contractor(s) and resolution of any appropriate construction claims (excluding claims stemming from a negligent or intentional act or omission of Fulton) has occurred, and (d) Fulton has determined the final Total Project Cost of the Project, then the mathematical adjustment of the total Required Financial Contribution payable by Chattahoochee Hills shall be made. If Chattahoochee Hills is making payment pursuant to Section 3.3.1 (Election Number One), Chattahoochee Hills shall pay such additional Required Financial Contribution within ninety (90) days of the beginning of Chattahoochee Hills's fiscal year if Chattahoochee Hills receives such billing at least sixty (60) days prior to the beginning of that fiscal year. If Chattahoochee Hills does not receive such billing at least sixty (60) days prior to the beginning of Chattahoochee Hills's fiscal year, Chattahoochee Hills shall pay the additional Required Financial Contribution within ninety (90) days following

the beginning of Chattahoochee's next succeeding fiscal year. If Chattahoochee Hills is making payment pursuant to Section 3.3.2 (Election Number Two), then the rates will be adjusted as mandated by the revised mathematical adjustment.

4.3 FAILURE TO PAY WHEN DUE. In the event of any failure to pay when due any amount due under this Agreement, interest shall automatically accrue on such delinquent amount in accordance with Articles 1.1 and 8.2, from the date such payment is due until full payment of such delinquent amount and accrued interest thereon is made.

4.4 OWNERSHIP OF SYSTEM. Chattahoochee Hills agrees that the payment of its Required Financial Contribution as described in Sections 2.1 and 2.2 and payment of the rates assessed for its flow through the Sewer System to Camp Creek constitutes consideration paid for Chattahoochee Hills's contractual right to use the sewer system and Camp Creek in the amount of its Reserved Capacity therein, and does not constitute consideration paid for any ownership right, ownership interest, indicia of ownership or other property right in Camp Creek. Chattahoochee Hills's use of the Sewer System and Camp Creek in the amount of its Reserved Capacity specified herein shall not constitute any transfer of any ownership rights, ownership interests or other property rights in Camp Creek.

ARTICLE 5

USE OF FACILITIES

5.1 CHATTAHOOCHEE HILLS'S RIGHT TO USE OF CAMP CREEK.

5.1.1 EXISTING FACILITY. Subject to Article 2 and payment of the Required Financial Contribution described in Section 2.2, Chattahoochee Hills's Reserved Capacity in Camp Creek shall be 0.5 MGD with respect to the current capacity of Camp Creek, rated at 24 MGD.

5.1.2 RESERVED CAPACITY. Chattahoochee Hill's payment of its Required Financial Contribution pursuant to Articles 3 and 4 hereof, and Chattahoochee Hills's timely payment of applicable treatment rates for its use of Camp Creek pursuant to this Agreement will entitle Chattahoochee Hills to discharge in the future no more than the following respective Reserved Capacity of flow to Camp Creek:

	Design Capacity (MGD)	Chattahoochee Hills's Reserved Capacity (Percent)	Chattahoochee Hills's Reserved Capacity (MGD)

Maximum Month Daily Flow	24	2.08%	0.5

5.1.3 RE-RATING OF RESERVED CAPACITY. [RESERVED]

5.2 DETERMINATION AND PAYMENT OF APPLICABLE RATES. Chattahoochee Hills agrees to pay for its flow usage at an established rate that reflects the cost of service being provided as established and revised from time to time in accordance with Article 1.13. The rate for flows within the Reserved Capacity shall be at rate described in Article 1.13(3) (wholesale rate without a capital component) or the rate described at Article 1.13(2) (wholesale rate inclusive of a capital component), depending on the election of payment made by Chattahoochee Hills, as described in Article 3.3. Payments shall be due within ninety (90) days of receipt of such billing.

5.2.1 DETERMINATION OF APPLICABLE RATES IF RESERVED CAPACITY IS EXCEEDED. When the elected rate is made pursuant to Article 1.13(3), rate for flows exceeding the Reserved Capacity shall be at rate described in Article 1.13(2). When the elected rate is made pursuant to Article 1.13(2), the rate for flow exceeding the Reserved Capacity shall be billed at a 35% surcharge of rate described in Article 1.13(2).

5.3 IMMEDIATE SEWER SERVICE AREA. Chattahoochee Hills and Fulton County have agreed to immediately serve the Serenbe Town Association and surrounding area, described in the attached Exhibit A, via the Atlanta-Newnan Pump Station. The flow will be received at the Atlanta-Newnan Pump Station, which is owned and operated by Fulton and is the sole responsibility of Fulton. Generally, providing service to new developments within the Immediate Sewer Service Area will be the responsibility of Chattahoochee Hills, either as direct provider or as a wholesale customer, and any additional flow received will be considered part of the Reserved Capacity in described in Article 5.1.2. The flow will be measured via meter and billed to Chattahoochee Hills in accordance with this Article 5. Exceptions to this arrangement within the Immediate Sewer Service Area must be presented in writing to Fulton County, and such exceptions must be agreed to by Fulton County. Known areas of exemption at the time of this agreement are indicated in Exhibit A.

5.4 FUTURE SEWER SERVICE AREA. Changes to sewer service within the city limits of Chattahoochee Hills can be made only by amendment to this Agreement. Options for future sewer service within the city limits of Chattahoochee Hills are limited to those outlined below.

5.4.1 OPTION ONE – FULTON AS DIRECT PROVIDER. If this option is chosen, Fulton will be the direct provider of sewer service outside of the Immediate Sewer Service Area. Fulton will be responsible for permitting, inspecting, operating, and maintaining the Collection System, as well as for billing customers. Such connections will not be included within the 0.5 MGD Reserved Capacity belonging to Chattahoochee Hills.

5.4.2 OPTION TWO – CHATTAHOOCHEE HILLS AS DIRECT PROVIDER. If this option is chosen, Chattahoochee Hills will be the direct provider of sewer service outside of the Immediate Sewer Service Area. Chattahoochee Hills will be responsible for permitting, inspecting, operating the Collection System, as well as billing customers. Such connections will be included within the 0.5 MGD Reserved Capacity belonging to Chattahoochee Hills and shall be subject to all the relevant terms of this Agreement.

5.4.3 OPTION THREE – CHATTAHOOCHEE HILLS AS WHOLESALE CUSTOMER. If this option is chosen, Chattahoochee Hills will be billed at the wholesale rate at a metered connection to the Fulton Sewerage System. Chattahoochee Hills may enter into a separate agreement with a private entity to supply sewer services. Such connections will be included within the 0.5 MGD Reserved Capacity belonging to Chattahoochee Hills and shall be subject to all the relevant terms of this Agreement.

5.5 DETERMINATION OF FLOWS. The basis for billing shall be metered flow volumes wherever possible. Meters shall be calibrated no less often than quarterly, and appropriate calibration records shall be retained. Chattahoochee Hills shall have the opportunity to observe the calibration process, test the calibration equipment and review the calibration records of Fulton upon written request. Any meter tested and found to be accurate within ten percent shall be considered accurate for billing purposes. The cost of monitoring the flows and of any quarterly calibration services shall be borne equally by the parties, with Chattahoochee Hills's share of any such costs being due and payable to Fulton County within ninety (90) days from Chattahoochee Hills's receipt of an invoice from the County. If payment is not remitted by the due date, Chattahoochee Hill agrees to pay Fulton (in addition to Chattahoochee Hills's share of the calibration costs) a late charge equal to five percent (5%) of Chattahoochee Hills's share of the calibration costs. Where metering stations are not feasible or a dispute arises with respect to the accuracy or appropriateness of metering results, Chattahoochee Hills's Mayor and Fulton's

Director of Public Works will attempt to resolve the dispute in good faith, in the first instance, before seeking other options that may be available to the parties.

5.6 PROVISION OF DATA. Both parties agree to provide flow data, or, if flow is not metered, water consumption within the service area and population data to the other as may be reasonably requested in writing by the other party within ten (10) business days following receipt of each such request.

5.7 CHANGES IN CAPACITY. Chattahoochee Hills may request additional Reserved Capacity in Camp Creek. Any increases of the Reserved Capacity shall require the adjustment of the Required Financial Contribution Percent for the Total Project Cost of any future capital improvements to such facility. The percentage of Reserved Capacity and the parallel Required Financial Contribution Percent may not, however, be increased or decreased except by formal written amendment of this Agreement. Fulton shall act on Chattahoochee Hills's request for additional Reserved Capacity within sixty (60) days of Fulton's receipt of the request. Should Fulton deny Chattahoochee Hills's request for additional Reserved Capacity due to Camp Creek having no more unallocated reserved capacity, then the Excess Flow provisions of Article 5.8 may be implemented. However, should Fulton deny Chattahoochee Hills's request for any reason other than Camp Creek having no more unallocated reserved capacity available, or should Fulton fail to respond to Chattahoochee Hills within sixty (60) days of Fulton's receipt of Chattahoochee Hill's request for additional Reserved Capacity, then the higher rate for future Excess Flows as described in Article 5.8 shall not be implemented. This section does not limit the implementation of the Future Excess Flow provisions of Article 5.8 in any circumstance other than those described above regarding requests by Chattahoochee Hills for additional Reserved Capacity.

5.8 FUTURE EXCESS FLOW. When the average daily flow received from Chattahoochee Hills to Camp Creek based on a sixty (60) day reporting period reaches 80% of Chattahoochee Hill's Reserved Capacity for Camp Creek, Chattahoochee Hills must prepare and submit to Fulton a written plan which demonstrates how future flows will be maintained within the Reserved Capacity. Should Chattahoochee Hill's flows received at Camp Creek exceed its then-current Reserved Capacity, Chattahoochee Hills shall immediately take appropriate measures to reduce its flow to within its Reserved Capacity. Continued discharge in excess of the Reserved Capacity, without prior written approval by Fulton, calculated as a daily average of 60 days' time, will be considered a material breach of contract, for which Fulton is entitled to one or more of the

following remedies, none of which shall be an exclusive remedy: (a) immediate injunction ceasing all Excess Flows from Chattahoochee Hills to Camp Creek, (b) payment of the applicable rate set forth in Article 5.2 with respect to the Reserved Capacity flow and the flow in excess of the Reserved Capacity, (c) payment (or reimbursement) of any and all damages caused to third parties directly related to such excess flow, (d) immediate payment (or reimbursement) of any and all civil penalties and fines imposed by regulatory agencies or courts of law directly attributed to such excess flow, (e) interest on any aforesaid amount not paid when due hereto at the Applicable Interest Rate calculated in accordance with Article 8.2, (f) termination of this agreement for cause, and (g) any and all other remedies available at law or in equity. Any amount payable pursuant to this Article 5.8 shall be paid by Chattahoochee Hills within fifteen (15) days following written demand therefor. The obligation to pay the applicable rate shall arise in the event that Chattahoochee Hills's flows to Camp Creek exceed those set forth in Sections 5.1.2.

ARTICLE 6
COLLECTION SYSTEM

6.1 FULTON'S RIGHTS. Fulton owns, operates, and maintains the following components of the Collection System within the city limits of Chattahoochee Hills: the influent gravity sewer within the Atlanta-Newnan Pump Station parcel 08-010000191207; the Atlanta-Newnan Pump Station; and the Atlanta Newnan force main. Within the city limits of Chattahoochee Hills, Fulton also owns, operates and maintains the Little Bear Pump Station, the Little Bear force main, and the gravity sewer within the Crossroad Subdivision. Fulton shall not make or permit connections to these portions of the Collection System within Chattahoochee Hills except by an amendment to this Agreement.

6.2 CHATTAHOOCHEE HILLS'S RIGHTS. Chattahoochee Hills shall have the right to make or to permit connections to that portion of the Collection System located within the Immediate Sewer Service Area, which is described in "Exhibit A" to this Agreement. Chattahoochee Hills shall have the right to determine and impose charges for connections permitted or made to the Collection System within the Immediate Sewer Service Area. This shall include the right to contract with other sewer service provider(s) for the use of the Sewerage System within the Immediate Sewer Service Area, provided that Chattahoochee Hills shall not permit by contract the discharge of flow which will result in Chattahoochee Hills exceeding its

maximum Reserved Capacity flow to Camp Creek as set forth in Article 5 thereof. Such sewer service provider(s) under contract with Chattahoochee Hills shall comply with Articles 6.4 and Article 7 of this agreement to implement I/I programs, industrial pretreatment and monitoring, and fats/oils/grease programs as required, and reports on these activities shall be issued to Fulton by Chattahoochee Hills at least annually and upon request within thirty (30) days of such request.

6.3 OPERATIONS AND MAINTENANCE. Fulton shall be responsible for operation and maintenance of the portions of the Collection System described in 6.1 above. Chattahoochee Hills shall be responsible for the operation and maintenance of the Collection System located within the Immediate Sewer Service Area.

6.4 INFLOW AND INFILTRATION (I/I) PROGRAM. Chattahoochee Hills shall submit to Fulton annual reports indicating action taken and amount of reduction of I/I in the Collection System, including such reports and work undertaken by other sewer service provider(s) under contract with Chattahoochee Hills.

ARTICLE 7.

SEWER USE ORDINANCES AND PRETREATMENT PROGRAMS

7.1 RESPONSIBILITIES. Each party will be responsible for implementing, updating, enforcing, monitoring, and controlling its sewer use ordinance, industrial pretreatment program, and fats/oils/grease (FOG) program within its jurisdictional limits.

7.2 REVISIONS. To the extent that Chattahoochee Hills's sewer use ordinance, industrial pretreatment program, and FOG program are inconsistent with state and federal requirements, Chattahoochee Hills will amend and/or revise its sewer use ordinance, industrial pretreatment program, and FOG program to comply with all state and federal requirements and will accept and implement reasonable changes to such ordinance and program requested in writing by Fulton with respect to control of discharges which ultimately will be treated at Camp Creek. When required for compliance with Fulton's NPDES permit, Chattahoochee Hills will revise its ordinance, industrial pretreatment program, and FOG program in a manner reasonably acceptable to Fulton.

7.3 ENFORCEMENT AND PERMITTING. Chattahoochee Hills agrees to diligently enforce its sewer use ordinance, industrial pretreatment program, and FOG program for users of its portion of the Sewerage System. Chattahoochee Hills will issue permits to all industrial

dischargers within its jurisdictional limits as required by the ordinance and pretreatment program and will monitor compliance with the permits. A written report of non-compliant discharges within Chattahoochee Hills's jurisdiction tributary to Camp Creek will be provided by Chattahoochee Hills if any such non-compliance occurs.

7.4 FAILURE TO ENFORCE. In the event Chattahoochee Hills fails to take reasonable pretreatment enforcement action on a timely basis, Fulton may take whatever action by law it is authorized to take.

7.5 OTHER JURISDICTIONS. Before an industrial user located outside of the jurisdictional boundaries of Chattahoochee Hills discharges wastewater into the Fulton Sewer System for treatment at Camp Creek, Chattahoochee Hills will enter into an agreement with the jurisdiction in which such industrial user is located. The terms of such agreement shall be substantially equivalent to the applicable terms of this Agreement, and such agreement must be fully executed by all parties thereto prior to a discharge from any industrial user in the outside jurisdiction.

7.6 ANNUAL REPORTS. Chattahoochee Hills will submit a written annual report to Fulton on the compliance status of each significant industrial user and any enforcement response taken or anticipated. Each such report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.

7.7 EMERGENCY ACTION. Each party, acting as an agent of the other party, may take emergency action to stop or prevent any discharge into its Sewer System for treatment at Camp Creek WRF that is generated in, or transported through Fulton or Chattahoochee Hills, when in the reasonable opinion of either party such discharge presents, or may present, an imminent danger to human health or welfare, which reasonably appears to threaten the environment, or which threatens to cause interference or contamination to either party's System. Both Parties agree to provide such notice as is practicable to the sewer user and the other party of its intent to take emergency action prior to taking action; provided, however, it is understood and agreed the opportunity to respond to such action or anticipated action may be limited to a hearing after the emergency powers of either party have been exercised.

ARTICLE 8
PROVISIONS OF GENERAL APPLICATION

8.1 RIGHT TO SEEK SPECIFIC PERFORMANCE. The Parties agree that the costs and damages resulting from a breach of the contractual rights to use the Sewerage System facilities up to the specified amounts granted by this Agreement may not be susceptible of monetary calculation, and that damages recoverable at law may not be adequate compensation for nonperformance of the covenants of this Agreement. It is therefore agreed that in each instance where money damages are not an adequate remedy and the provisions of Section 8.8 have been complied with, either party shall be entitled to specific performance or any other equitable remedies provided by law.

8.2 RATE OF INTEREST. Whenever this Agreement provides for the accrual and payment of interest on sums to be paid by one party to the other, such interest shall be calculated at the Applicable Interest Rate as defined in Section 1.1. Interest shall be calculated at the Applicable Interest Rate based upon the total number of calendar days during which the applicable amounts remain unpaid, including the original due date of the delinquent payment and excluding the day on which the amount (including accrued interest) is paid in full.

8.3 OPERATIONS REVIEW. Both parties agree that, upon receipt by one party of a written request from the other party for an operations review, an operations review to determine the status of the operations, maintenance and personnel needs of any component of the Sewerage System, as well as the efficiency, management and reliability of the cost-effectiveness of the operation of any component of the Sewerage System, shall be completed and a written report of such review and the resulting recommendations shall be delivered to the requesting party within ninety (90) days following receipt of the written request. The reasonable out-of-pocket costs of the operations review will be paid by the party requesting same. The recommendations of an operations review will not bind either party.

8.4 SEVERABILITY. In case any one or more provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein. This Agreement shall be construed to adopt, but not enlarge upon, all the applicable provisions of the constitution and general laws of the State of Georgia, and, if any provision hereof conflicts with the applicable provisions of the constitution or laws of the State

of Georgia, the latter as adopted by the legislature and as interpreted by the courts of this State shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

8.5 WAIVER. The failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such uninitiated rights of action shall be cumulative.

8.6 TERM OF AGREEMENT. This Agreement shall be in effect and shall constitute a binding obligation of the parties hereto from and after its execution by the last party to execute the same and it shall continue in effect for fifteen (15) years. Upon written notice not less than ninety (90) days prior to expiration, this Agreement may be renewed by either party for an additional term of five (5) years.

8.7. PERIODIC REVIEW OF PROVISIONS. The parties shall hold periodic reviews of the provisions of this Agreement in order to provide for the changing needs of both parties, and to ensure the System meets all applicable state and federal requirements, as they may be promulgated or amended. The parties agree to negotiate diligently and in good faith to accommodate each other's needs and proposed amendments and to use all diligent and good faith efforts to enact by appropriate legislation such amendments as are agreed upon by both parties to be appropriate. No such amendments to this Agreement shall become effective unless authorized by the respective Governing Authority of both parties. However, nothing herein shall prevent either party from proposing amendments to the other at any time during the term of this Agreement.

8.8 RESOLUTION OF DISPUTES. Should there arise any issues or disputes related to this Agreement, the parties will in good faith attempt to resolve such issues or disputes promptly and amicably and may by mutual agreement submit the same to non-binding mediation.

8.9 INSURANCE COVERAGE. Fulton shall self-fund insurance coverage for its capital assets and personalty included in the Sewerage System. This self-funded coverage will be sufficient to cover reasonably foreseeable risks and shall insure the buildings' systems, equipment and other improvements and all additions, extensions, alterations and modifications thereto. Any costs associated with this coverage shall be paid for by Fulton.

8.10 DAMAGE OR DESTRUCTION OF THE SYSTEM. In the event of damage or destruction by fire or other casualty of its portion of the System, Fulton shall with reasonable diligence and dispatch, repair, or rebuild, or otherwise make a provision for restoring functionality to said facilities so as to restore them as nearly as possible to the condition which existed immediately prior to the damage or destruction, subject to such modifications as may be agreed to

by the parties. Any repair or rebuilding required hereunder shall be paid for with the proceeds of the insurance required under Section 8.9 and any remaining costs shall be paid by Fulton as the owner of the Camp Creek WRF.

8.11 PERSONAL LIABILITY. No elected official, director, officer or employee of either party shall be charged personally or held contractually liable by or to the other party under any terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution thereto.

8.12 RESPONSIBILITY OF PARTIES FOR THE SEWERAGE SYSTEM. Chattahoochee Hills and Fulton shall be responsible for the maintenance, repair, and operation of their respective components of the Sewerage System. No party not a signatory to this Agreement shall be a beneficiary of the rights and obligations hereunder.

8.13 TIME OF ESSENCE. Time is of the essence for all terms of this Agreement.

8.14 HEADINGS. The headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement.

8.15 ASSISTANCE. Chattahoochee Hills and Fulton agree to provide each other with assistance in the form of plans and specifications, reports and projections, as may be necessary or appropriate for the efficient operations of the Sewerage System.

8.16 NUMBER OF ORIGINAL DOCUMENTS. It is agreed between the parties that this Agreement shall be executed in two or more originals, all of which shall constitute one and the same document and any one of which may be used for any purpose for which an original executed document may be used.

8.17 ASSIGNMENT OF AGREEMENT. This Agreement shall inure to the benefit of and shall be binding upon respective assigns of the parties to this Agreement; provided, however, that neither this Agreement nor any interest herein shall be transferred or assigned by any party hereto except with consent in writing of the other party hereto which consent shall not be unreasonably withheld. No assignment or transfer of this Agreement without consent shall relieve a party hereto of any obligation hereunder.

8.18 INTERGOVERNMENTAL AGREEMENT. The parties hereto agree that this Agreement is an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

8.19 PRIOR AGREEMENTS. This Agreement supersedes any and all previous agreements between Fulton County and Chattahoochee Hills.

8.20 DEFAULT. The failure of Chattahoochee Hills to pay Fulton any payments required under this Agreement when due or failure by either party to comply with any covenant, term, or obligation of this Agreement shall a constitute a material default on the part of such party. In any such event, the non-defaulting party may, after complying with provisions of Section 8.7, bring any suit, action or proceeding in law or in equity, including but not limited to mandamus, injunction, and/or action for specific performance, as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other party.

8.21 NOTICE. All notices pursuant to this Agreement shall be in writing and delivered in person or transmitted by certified mail, postage prepaid, or by registered overnight mail or delivery service with charges prepaid. All notices to Fulton County shall be addressed as follows, unless otherwise directed in writing:

County Manager
Fulton County Government Center
141 Pryor Street, Suite 10061
Atlanta, GA 30303

With a copy to:

Director
Fulton County Department of Public Works
Fulton County Government Center
141 Pryor Street, Suite 6001
Atlanta, GA 30303

All notices to Chattahoochee Hills shall be addressed as follows, unless otherwise directed in writing:

City of Chattahoochee Hills
City Manager
6303 Rico Road, Suite A
Chattahoochee Hills, GA 30268

With a copy to:

City of Chattahoochee Hills
Director of Finance
6303 Rico Road, Suite A
Chattahoochee Hills, GA 30268

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, the duly authorized officials of Chattahoochee Hills and Fulton have caused in the name of Chattahoochee Hills and the name of Fulton and the seals of said political subdivisions and the signatures of their duly authorized executive officers to be affixed hereto on the dates indicated below.

As approved and executed on the 20 day of August, 2025.

ATTEST:

Tonya R. Grier

Clerk to the Commission

FULTON COUNTY:

By: Robert L. Pitts

Robert L. Pitts, Chair
Board of Commissions

APPROVED AS TO CONTENT:

Department of Public Works

APPROVED AS TO FORM:

Office of the County Attorney

ITEM #25-0481 SRM 6/18/25
SECOND REGULAR MEETING

As approved and executed on the 1 day of July, 2025.

ATTEST:

CITY OF CHATTAHOOCHEE HILLS:

By:

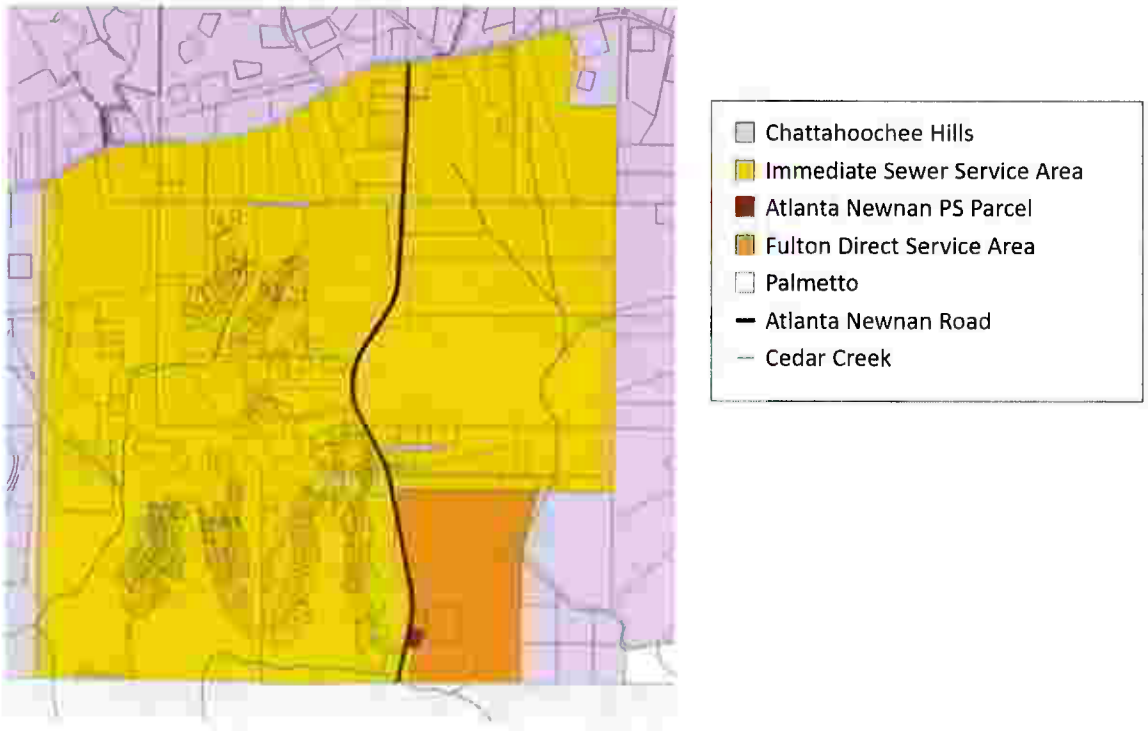
Diane White, City Clerk

Tom Reed, Mayor

APPROVED AS TO FORM:

Richard P. Lindsey, City Attorney

ITEM #25-0481 SRM 6/18/25
SECOND REGULAR MEETING

EXHIBIT A

Immediate Sewer Service Area