

MEMORANDUM OF UNDERSTANDING ESTABLISHING A WELL MITIGATION PROGRAM FOR SPECIFIED AREAS WITHIN BRYAN COUNTY AND BULLOCH COUNTY

This **MEMORANDUM OF UNDERSTANDING** (the “MOU”) made and entered into this _____ day of _____, 2024 (the “Effective Date”) between the **BOARD OF COMMISSIONERS OF BRYAN COUNTY**, a political subdivision of the State of Georgia (herein after referred to as “**Bryan County**”) and the **BOARD OF COMMISSIONERS OF BULLOCH COUNTY**, a political subdivision of the State of Georgia (herein after referred to as “**Bulloch County**”), collectively hereinafter referred to as the “Parties”:

RECITALS

WHEREAS, the Parties have each contributed, or have caused other to contribute, toward the total funding required for the initial water and 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 (hereinafter “HMGMA”) and the State of Georgia and the Georgia Department of Economic Development and the Savannah Harbor-Interstate 16 Corridor Joint Development Authority executed July 21, 2022 (hereinafter “Economic Development Agreement”); and,

WHEREAS, each Party is a member of the Savannah Harbor-Interstate 16 Corridor Joint Development Authority (JDA) and are committed to supporting the HMGMA development of the I-16 Mega-Site and all infrastructure improvements to accomplish the same; and,

WHEREAS, each Party has received State of Georgia American Rescue Plan Act (ARPA) State Fiscal Recovery Fund (SFRF) monies to design and construct regional water and sewer infrastructure to serve the I-16 Mega-Site as well as associated industrial, commercial, and residential growth, which includes the extension of water transmission mains and water supply wells within Bryan and Bulloch Counties; and,

WHEREAS, Bryan County currently owns and operates a water supply/distribution system near the border of Bulloch County but, within the area designated by the Georgia Department of Natural Resources Environmental Protection Division (GA EPD) as the “Yellow Zone” for Floridan Aquifer groundwater use and Bulloch County is entirely located within the area currently designated by GA EPD as the “Green Zone”; and,

WHEREAS, on August 15, 2023 the Parties submitted groundwater use permit application for four new “Green Zone” wells to the GA EPD; and

WHEREAS on January 30, 2024 the GA EPD issued proposed draft special conditions indicating that certain special conditions addressing short-term impacts be met, as follows:

- A) A joint Bulloch County and Bryan County municipal managed fund will be created by the permitted counties, which may include industrial monetary contributions and assistance, to

address any potential unreasonable impacts, proximately caused by the construction and use of the aforementioned wells, to existing permitted individual Floridan aquifer residential (permitted by local health departments) or agricultural wells (permitted by GA EPD) in the nearby area within a 5-mile radius of the I-16 and Highway 119 interchange. In accordance with these proposed draft special conditions, this mitigating mechanism will exist for the duration of authorized groundwater usage from the permitted wells to the Bryan County I-16 Mega-Site.

- B) If a qualified entity, mutually acceptable to GA EPD and the Parties, conducts an independent investigation which indicates that an unreasonable impact to an existing water well meeting the above parameters is considered to have been proximately caused by the Floridan Aquifer drawdown engendered by the use of the four (4) wells providing water to the Bryan County I-16 Mega-Site and associated industrial, commercial, and residential growth, money from the fund will be used to remediate such impacts, upon the provision of appropriate documentation to substantiate the loss and the costs to remedy such loss. The funds shall only be used to remediate wells within the delineated radius whose owner demonstrates bona fide unreasonable impacts to said well(s). Remediation options may include methods proposed using best management practices of a Georgia licensed well driller, such as resetting the water pump deeper or by other proposed solutions mutually acceptable to GA EPD and the Parties.

WHEREAS, the Parties agree that unreasonable impacts could occur to some domestic or agricultural wells due to the proposed four municipal wells within those portions of North Bryan County, Georgia, and Southeast Bulloch County, Georgia as shown in Exhibit A, and,

WHEREAS, the Parties agree that for the purposes of this MOU, “Domestic Wells” shall be limited to individual Floridan aquifer private domestic wells, and,

WHEREAS, the Parties agree that for the purposes of this MOU, “Agricultural Wells” shall be limited to Floridan aquifer wells permitted by the GA EPD and properly metered providing water for producers of commodities including agriculture, horticulture, floricultural, silviculture, livestock and livestock products, poultry and poultry products, fish and seafood, and,

WHEREAS, mutual benefit can be derived from the sharing of specific resources and efforts, and,

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

WHEREAS, pursuant to such authority Bryan County and Bulloch County desire to enter into an agreement concerning the provision of water supply from Bulloch County to Bryan County, and,

WHEREAS, it is in the best interest of the citizens of Bryan County and Bulloch County that this Agreement be consummated and that such commitments be made.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein and these Recitals, which are hereby incorporated herein by this reference, the Parties agree to mitigate for unreasonable impacts to existing Floridan aquifer Domestic Wells and Agricultural Wells in an area defined by a circle with a 5-mile radius from the center point at the I-16 and Highway 119 interchange in accordance with special conditions of the GA EPD Permit to Use Groundwater, as follows:

AGREEMENT

Plan and Framework. The Parties agree to establish a plan and framework for the well mitigation program that will include, but not be limited to, the following elements:

- A) Feasibility Analysis
- B) Program Structure
- C) Public Outreach and Education
- D) Eligible Mitigation Services
- E) Criteria for Eligible Applicants
- F) Fiscal Management
- G) Program Implementation and Monitoring
- H) Annual Review and Reporting

Advisory Committee. The Parties agree to form an Advisory Committee for the well mitigation programs, which shall consist of up to three persons appointed by each County to make recommendations to the governing bodies on program establishment, implementation and other related matters.

Third-Party Assistance. The Parties may seek third-party assistance for program establishment, implementation and other related matters which may include subject matter experts, consultants, contractors, or other entities capable of furthering the well mitigation program Plan and Framework.

Funding Sources. The Parties agree to seek monetary contributions and assistance to fund the well mitigation program pursuant to the special conditions of the Permit to Use Groundwater mandated by the GA EPD. Such monetary contributions and assistance shall be primarily from industries creating the impact, but may also include local, state, federal assistance, and any other available source where prudent and necessary.

Term. The MOU shall begin on its effective date. Upon the effective date that the well mitigation program begins and is open to accept potential applicants, such program shall exist for a period of twenty-five (25) years, or until such time as an alternative water source provides supplemental supply to the I-16 Mega-Site, whichever comes first, unless otherwise extended by the Parties.

Notices. All notices required or permitted by the MOU shall be made in writing, and may be delivered in person (by hand or by courier) or may be sent regular, certified, or registered mail or

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed, each signatory hereto represents that he/she has been appropriately authorized to enter into this MOU on behalf of the Party whom he/she signs.

Executed in the presence of:

BRYAN COUNTY BOARD OF COMMISSIONERS

Witness

Carter Infinger
Chairman

Notary Public
(SEAL)

Attest: _____
Lori Tyson
County Clerk
(SEAL)

Executed in the presence of:

BULLOCH COUNTY BOARD OF COMMISSIONERS

Witness

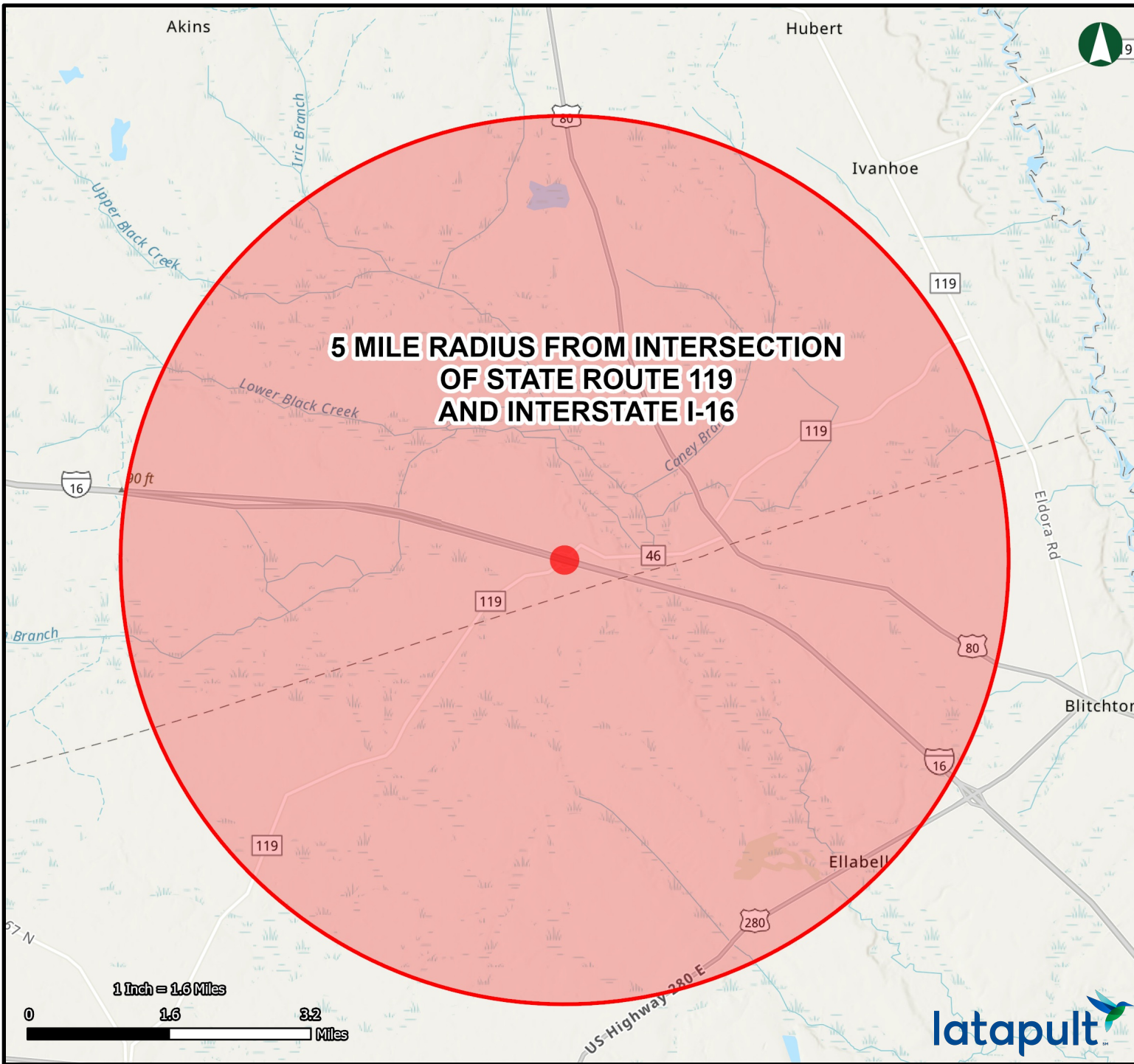
Roy Thompson
Chairman

Notary Public
(SEAL)

Attest: _____
Venus Mincey-White
County Clerk
(SEAL)

Exhibit "A"

Potential Well Impact Area



Potential Well Impact Area

06/24/2024

