



Engineering Services Committee Committee Room- 11/26/2007- 12:40 PM
Meeting

ENGINEERING SERVICES

1. Motion to approve Georgia Power Company ☐ [Attachments](#)
Governmental Encroachment Agreement #30977.

2. Presentation by Ms. Sun Albright regarding the solid ☐ [Attachments](#)
waste bill for the house located at 2319 Basswood Drive.

www.augustaga.gov



Engineering Services Committee Meeting

11/26/2007 12:40 PM

Georgia Power Company Governmental Encroachment Agreement #30977

Department: Augusta Utilities Department

caption2: Motion to approve Georgia Power Company Governmental Encroachment Agreement #30977.

Background: AUD is preparing to construct Project 10151 - 630 Water Main, Phase II, and needs to cross an easement owned by GPC.

Analysis: The Agreement submitted is the GPC standard governmental agreement.

Financial Impact: None

Alternatives:

Recommendation: Approve Governmental Encroachment Agreement #30977.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Administrator.
Clerk of Commission**

and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, the Undersigned, the Power Company from the Undersigned agrees, to the extent it may lawfully do so, to indemnify and save harmless and defend the Power Company from the Georgia, Phone: 706-667-5654, at least three (3) business days prior to actual construction on the Power Company's right(s)-of-way.

7. The Undersigned agrees to notify or have the Undersigned's contractor notify the Power Company's Representative in Augusta, expense involved in such relocation, rearrangement or raising of said facilities.

6. Notwithstanding anything to the contrary contained herein, the Undersigned agrees to reimburse the Power Company for all cost and expense for any damage to the Power Company's facilities resulting from the use by the Undersigned of said area within said right(s)-of-way. Also, the Undersigned agrees that if in the opinion of the Power Company, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Power Company's facilities, to promptly reimburse the Power Company for all cost and

are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.

5. The Undersigned hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Undersigned from using any tools, equipment or machinery within ten (10) feet of the Power Company's overhead conductors. The Undersigned agrees to comply with Official Code of Georgia, Section 46-3-30 et seq., (HIGH-VOLTAGE SAFETY ACT) and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or as hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Undersigned to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirements in any contract let as a result of said bid. The Undersigned further agrees and covenants to warn all persons whom the Undersigned knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors

4. The use of said area within said right(s)-of-way by the Undersigned shall be at the sole risk and expense of the Undersigned, and the Power Company is specifically relieved of any responsibility for damage to the facilities and property of the Undersigned resulting or occurring from the use of said right(s)-of-way by the Power Company as provided herein. The Undersigned covenants not to sue Power Company in that instance.

3. The Undersigned agrees that the use of Power Company's right(s)-of-way as herein provided shall in no way affect the validity of the Power Company's easement(s) and shall in no way modify or restrict the use or rights of the Power Company, its successors or assigns, in and to the area to be used. The Undersigned acknowledges the Power Company's right and title to said easement(s) and the priority of the Power Company's right of use and hereby agrees not to resist or assail said priority.

2. The Undersigned agrees to use said area within the Power Company's right(s)-of-way in such a manner as will not interfere with the Power Company's activities and facilities as now, or hereafter, exist thereon (hereinafter Power Company's "activities" and "facilities").

1. The Undersigned agrees to obtain all necessary rights from the owners of the lands crossed by the Power Company's right(s)-of-way.

The plans and specifications as submitted by the Undersigned meet the Power Company's approval provided the Undersigned conforms to the following terms and conditions:

The use of the area by the Undersigned within said right(s)-of-way, pursuant to this consent, shall be limited to the construction, operation and maintenance of any type will be permitted within or on subject transmission line right(s)-of-way.

Said right(s)-of-way being VARIES in width and extending in part through, 90TH District/GMD, of RICHMOND County, Georgia, on which the Power Company has constructed and now maintains and operates said electric transmission lines by virtue of certain easements heretofore acquired by the Power Company. The said right(s)-of-way is shown on plat attached hereto and made a part hereof as Exhibit A.

The Georgia Power Company, hereinafter called the "Undersigned," to use an area within the Power Company's subject electric transmission line right(s)-of-way described as follows:

OF THE STATE OF GEORGIA, hereinafter called the "Power Company," hereby consents for AUGUSTA, GEORGIA, A POLITICAL SUBDIVISION

SUBJECT: EVANS-DUMJON 230KV TRANSMISSION LINES RIGHT-OF-WAY

APPLICATION # 30977

L. F. # 6-2350

GOVERNMENTAL ENCROACHMENT AGREEMENT FOR EASEMENT

Item # 1

NOTARY PUBLIC: _____

TITLE: _____

Area Transmission Maintenance Supervisor

NAME: _____

Joe Cawley

WITNESS: _____

BY: _____

GEORGIA POWER COMPANY

The Power Company has by its duly authorized agent executed this Agreement, this the _____ day of _____, 20____.

NOTARY PUBLIC: _____

TITLE: _____

NAME: _____

WITNESS: _____

BY: _____

UNDERSIGNED

IN WITNESS WHEREOF, this Agreement has been duly executed, this the _____ day of _____, 20____.

The Undersigned hereby accepts the foregoing consent, and has by Resolution of the Commissioners, or by other legal and proper authorization, duly adopted (a copy of which will be furnished to Power Company on request), authorized the execution and acceptance of this Agreement subject to the terms and conditions set forth above and in the event the Undersigned fails to perform as herein provided and shall not have executed and returned this Agreement on or before the 31st of DECEMBER, 2007, this Agreement shall become void and no use of the Power Company's right(s)-of-way as herein provided for shall be made.

13. This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns.

12. The Undersigned agrees that all construction activity shall be conducted at a distance greater than twenty-five feet (25') from any structure or attachment thereto.

11. The Power Company has the right to remove all trees and brush from the limits of the right(s)-of-way. However, Power Company will permit some planting of shrubbery and *low growing trees* provided these plants do not interfere with the access to and operation of Power Company's facilities and are planted at a distance greater than twenty-five (25) feet from any structure or attachment thereto. *A planted low growing tree* is defined as a tree which grows no more than 15 feet in height at maturity.

10. The Undersigned further agrees to carry, if performing work or construction, and to require that any such third party, contractor or subcontractor doing or providing any such work or construction on said right(s)-of-way carry liability insurance which shall specifically cover such contractually assumed liability. A certificate of such insurance issued by the appropriate insurance company shall be furnished to the Power Company upon request, said amount of insurance to be not less than \$2,000,000 per occurrence for bodily injury and property damage which arise out of or result from the Undersigned's operations under this agreement. The Power Company shall be named as an additional insured on this liability insurance coverage.

9. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

8. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

7. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.

6. The Undersigned hereby agrees to incorporate in any and all of its contracts and/or agreements, for any work or construction done on or to said described right(s)-of-way, with any and all third persons, contractors, or subcontractors, a provision requiring said third parties, contractors or subcontractors to indemnify and defend Power Company, its agents and employees as provided for above from payment of any sum or sums of money by reason of claims or suits resulting from injuries (including death) to any person or damage to any property which is in any manner attributable to or resulting from the construction, use or maintenance of the Undersigned's facilities, projects or programs conducted on Power Company's right(s)-of-way herein described, and excepting only those situations where the personal injury or property damage claimed have been caused by reason of the sole negligence on the part of the Power Company, its agents or employees.



90th GMD Richmond County

Evans-DumJon 230kv

Plan N-75, Sheet 1

Beaver Drive Tap 115KV
Plan L-433-7, Sheet 1

LF- #6-2350



**Engineering Services Committee Meeting
11/26/2007 12:40 PM
Ms. Sun Albright**

Department: Clerk of Commission

caption2: Presentation by Ms. Sun Albright regarding the solid waste bill for the house located at 2319 Basswood Drive.

Background:

Analysis:

Financial Impact:

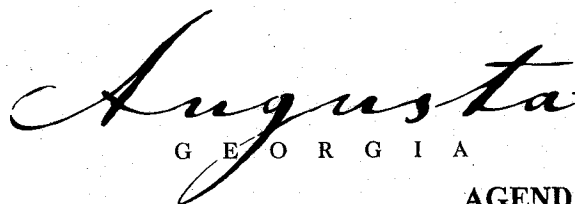
Alternatives:

Recommendation:

**Funds are
Available in the
Following
Accounts:**

REVIEWED AND APPROVED BY:

Clerk of Commission



AGENDA ITEM REQUEST FORM

Commission/Committee: (Please check one)

- ☐ Commission
- ☐ Public Services Committee
- ☐ Administrative Services Committee
- ☒ Engineering Services Committee - 11-12-07
- ☐ Finance Committee
- ☐ Public Safety Committee

Contact Information for Individual/Presenter Making the Request:

Name: Sun Albright
Address: 2048 Liberty Church Rd Hep GA
Telephone Number: 706-833-9214
Fax Number: _____
E-Mail Address: _____

Caption/Topic of Discussion to be placed on the Agenda:

Discuss
Solid Waste Bill for 2319 Basswood dr
aug. GA.

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Room 806 Municipal Building	E-Mail Address: lbonner@augustaga.gov
530 Greene Street	
Augusta, GA 30911	

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m. Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.