



Engineering Services Committee Meeting Committee Room- 6/29/2009- 12:50 PM

ENGINEERING SERVICES

1. Authorize Option Year 3 of Amendment No. 7 to the existing Program Management Services Contract with CH2M Hill, Inc. to provide Program Management Services for the 2004 Series Bond Capital Improvements Program approved by Commission 02/01/2005. Option Year 3 budget is \$1,500,000. ☐ [Attachments](#)
2. Approve Capital Project Budget 323-041110-296823215 Change Number Seven in the amount of \$1,000,000.00 for the Alexander Drive Project to be funded from SPLOST Fund Balance Account and Phase II Recapture respectively for the Engineering Department. ☐ [Attachments](#)
3. Motion to approve change order #1 to the existing design contract in the amount of \$163,825.00 to ZEL Engineers for additional work to complete a Supplemental Environmental Assessment and to prepare a Demolition contract for the existing wastewater treatment plant at Fort Gordon. ☐ [Attachments](#)
4. Approve a contract with Quality Storm Water Solutions, Inc. for services associated with construction of the Goshen Industrial Sanitary Lift Station Project in the amount of \$39,668.00. Bid item #09-082A ☐ [Attachments](#)
5. Approve instituting a \$100 annual fee (prorated for the balance of calendar year 2009) for businesses adjacent to the levee to allow limited vehicular access to the top of the levee as part of business operations, specifically for delivery and retrieval of materials related to that business. ☐ [Attachments](#)
6. Approve Resolution adopting the Augusta Richmond County Joint Solid Waste Management Plan. ☐ [Attachments](#)
7. Approve Change Order funding to Johnson, Laschober & Associates, and P.C. in the amount of \$ 97,600.00 for the fee associated with designing for the Fort Gordon additional 1.0 Million Gallon Elevated Storage Tank, Demolition of the 2.25 million standpipe and installation of approximately 1,250 linear feet of ductile iron pipe. ☐ [Attachments](#)
8. Approve a Professional Services Agreement with the consulting firm McKim & Creed for the Evaluation of Alternatives for Operations of Water Pollution Control Facilities and Programs. in an amount not to exceed \$73,850.00 ☐ [Attachments](#)

9. Motion to approve and accept a Deed of Dedication and Maintenance Agreement for Forest Place, Phases 1-A & 1-B. ☐ [Attachments](#)
10. Approve an increase in the Purchase Order with Graves Engineering for construction testing on the Judicial Center by \$56,000 to \$178,000 to cover the cost of testing related to unforeseen conditions. ☐ [Attachments](#)
11. Approve The Off System Safety Project, Georgia Department of Transportation Project Number CSSFT-0008-00(876); P.I. #0008876, and execute The Georgia Department of Transportation Contract for the above named project where the City of Augusta agrees to comply with the Provisions for State Requirements. Funding is available in Traffic Engineering Account 272-041710-5311630. ☐ [Attachments](#)
12. Approve Capital Project Budget Change Number Eight and Change Order Number Seven in the amount of \$145,000.00 on the Rae's Creek Trunk Sewer Replacement, Phase IV (CPB 327-041110-208812301) to the construction contract with W. L. Hailey & Company. Also, approve the transfer of \$145,000.00 into the Construction budget for completion of the Engineering Department's portion of this project. ☐ [Attachments](#)
13. Award bid to Quality Storm Water Solutions (low bidder) in the amount of \$131,565 for the removal and replacement of 240 LF of failed CMP underneath the roadway at Meadowbrook and Ira Drive. Approve under emergency conditions as the the roadway could potentially collapse. ☐ [Attachments](#)
14. Motion to approve a resolution creating street lighting districts. ☐ [Attachments](#)
15. Motion to supplement the City of Augusta's contract with RW Allen in the amount of \$30,866 to cover the additional costs associated with installing bases and associated wiring to complete the street light upgrade of the 800 block of Telfair Street. Funding is available in the Street Lighting account 276-041610-5414410 as requested by the Engineering Department. ☐ [Attachments](#)
16. Approve Co-Location Lease Termination for Wireless Communications Facilities on Utilities Tobacco Road Water Storage Tank. ☐ [Attachments](#)
17. Approve request to replace 320' x 60" of deteriorated corrugated metal pipe (CMP) pipe on Walden Drive and award contract to Blair Construction, low bidder, in amount of \$55,250. ☐ [Attachments](#)



**Engineering Services Committee Meeting
6/29/2009 12:50 PM**

2004 Series Bond Capital Improvements Program- Program Management Services

Department: Utilities

Caption: Authorize Option Year 3 of Amendment No. 7 to the existing Program Management Services Contract with CH2M Hill, Inc. to provide Program Management Services for the 2004 Series Bond Capital Improvements Program approved by Commission 02/01/2005. Option Year 3 budget is \$1,500,000.

Background: CH2M Hill, Inc. has been providing Program and Contract Management Services for the highly successful Augusta Utilities Department Master Plan 2000 implementation program. To cover the continuing services needed for the 2004 Series Bond Capital Improvements Program an amendment to the existing contract, Amendment No. 7, was approved by Commission on February 1, 2005. At that time, these services were planned to be completed by December 31, 2009 with the Option Year 3 budget. As planned, all but one of the planned projects should be completed by December 31, 2009. However, completion of the \$70,000,000 J. B. Messerly Water Pollution Control Plant Improvement project is not scheduled until September 2010. The Option Year 3 budget to support this revised schedule is \$1,500,000. This option would also include the “redetermination” effort required during the second year of the Ft. Gordon operations services contract.

This revised budget will provide contract management services as well as program management including approximately 34% sub-contract services with local business enterprises. Furthermore, the staff furnished by CH2M Hill and sub-contractors will include at least 55% local personnel. The firms currently furnishing sub-contracted field support services are Khafra Engineering, Inc. (Augusta) and Management Analysis and Utilization (Augusta), others will be added as needed. CH2M Hill Inc. will not furnish design or construction services for the projects funded by this program. The initial term of Amendment No. 7 was for two years with three additional one year options. Attachment B from Amendment No. 7 regarding the estimated compensation amounts for each option year is attached for reference. The revised Option Year 3 will begin July 1, 2009 and conclude in September 2010.

Analysis: Approving this authorization will allow the 2004 Series Bond Capital Improvements Program to progress in a timely and cost efficient manner.

Financial Impact: Funds for this authorization can be charged to Revenue Generated Funds \$1,500,000 funded by account number: 507043490-5212115/80390900-5212115
Item # 1

Alternatives: No alternatives are recommended.

Recommendation: We recommend the Commission approve Authorization of Option Year 3 defined in Amendment No. 7 to the existing contract with CH2M Hill,, Inc. for additional Program Management Services associated with the 2004 Series Bond Capital Improvements program in the amount of \$1,500,000.

**Funds are Available in
the Following
Accounts:** \$1,500,000 from 507043490-5212115/80390900-5212115

REVIEWED AND APPROVED BY:

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



**Engineering Services Committee Meeting
6/29/2009 12:50 PM
Alexander Drive Project Change Number Seven**

Department: Abie L. Ladson, PE, CPESC, Director of Engineering

Caption: Approve Capital Project Budget 323-041110-296823215 Change Number Seven in the amount of \$1,000,000.00 for the Alexander Drive Project to be funded from SPLOST Fund Balance Account and Phase II Recapture respectively for the Engineering Department.

Background: The additional amount is needed to complete the acquisition of right-of-way, demolition, utility relocation, environmental and changes in roadway design documentation. Original estimates fall short due to increased appraisals on Alexander Drive properties as well as additional engineering services required in compliance with Georgia Department of Transportation standards and environmental regulations.

Analysis: An unexpected number of condemnations, design modifications, changes in environmental regulations, demolition and utility relocation have been necessary on this project. Also, because of the increased amount of the appraisal done by the Tax Assessors Office, the property owners claim that they should be paid more money up to the tax appraisal amount. These funds are needed to complete the acquisition of right-of-way for this much needed project.

Financial Impact: Funds in the amount of \$500,000.00 each are available in SPLOST Fund Balance Account 322-000-000000/39-52110 and SPLOST Phase II Recapture account 322-041110-6011110/292822333-6011110 respectively to be transferred to the project Right of Way account upon Commission approval.

Alternatives: Approve Capital Project Budget 323-041110-296823215 Change Number Seven in the amount of \$1,000,000.00 for the Alexander Drive Project to be funded from SPLOST Fund Balance Account and Phase II Recapture respectively for the Engineering Department. 2. Do not approve and delay construction of a much needed project.

Recommendation: Approve Alternative Number One.

Funds are Available in the Following Accounts: 322-000-0000000/39-52110 . 322-041110-6011110/292822333-6011110

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Please do not process this document. Once approved by the Commission, the original will be sent to Clerk of Commission for execution. For information reference this request contact Shelette @ ext 5070.

Augusta-Richmond County, Georgia

CPB#323-041110-296823215

**CAPITAL PROJECT BUDGET
ALEXANDER DRIVE IMPROVEMENTS
(WASHINGTON ROAD TO RIVERWATCH PARKWAY)
CHANGE NUMBER SEVEN**

BE IT ORDAINED by the Commission-Council of Augusta-Richmond County, Georgia that the following Capital Project Budget is hereby adopted:

Section 1: This project be set up is authorized to CPB#323-041110-296823215. Additional funding is needed to complete the acquisition of right-of way, demolition, utility relocation, environmental and changes in roadway design documentation. Funds in the amount of \$1,000,000 are available in SPLOST Fund Balance and SPLOST Phase II Recapture.

Section 2: The following revenues are anticipated to be available to the Consolidated Government to complete the project.

Special 1% Sales Tax, Phase II Recapture	\$	500,000
Special 1% Sales Tax, Phase III Recapture	\$	2,522,795
Augusta Utilities	\$	24,768
Special 1% Sales Tax, Phase III Recapture	\$	86,680
Special 1% Sales, Tax Fund Balance	\$	2,500,000
Special 1% Sales Tax, Phase III Recapture	\$	117,680
Augusta Utilities	\$	105,850
	\$	<u>5,857,773</u>

Section 3: The following amounts are appropriated for the project:

	By Basin	By District
Rock Creek	\$5,857,773	\$ 5,857,773

Section 4: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this _____ day of _____.

Approved

Honorable Deke Copenhaver, Mayor

Original-Commission Council Office
Copy-Engineering Department
Copy-Finance Department
Copy-Procurement Department

Augusta-Richmond County, Georgia

CPB#323-041110-296823215

**CAPITAL PROJECT BUDGET
ALEXANDER DRIVE IMPROVEMENTS
(WASHINGTON ROAD TO RIVERWATCH PARKWAY)
CHANGE NUMBER SEVEN**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
SPLOST, PHASE II			
322-04-1110-6011110-292822333	\$0	(\$500,000)	(\$500,000)
SPLOST, PHASE III			
323-04-1110-000000-000000000	(\$2,522,795)	\$0	(\$2,522,795)
AUGUSTA UTILITIES			
507043420-5212115/89800510-5212115	(\$24,768)	\$0	(\$24,768)
SPLOST PHASE III			
323-04-1110-6011111-296823333	(\$86,680)	\$0	(\$86,680)
SPLOST, FUND BALANCE			
322-000-000000/39-52110	(\$2,000,000)	(\$500,000)	(\$2,500,000)
SPLOST PHASE III			
323-04-1110-6011110-296823333	(\$117,680)	\$0	(\$117,680)
AUGUSTA UTILITIES	(\$105,850)	\$0	(\$105,850)
507043410-5212115-80800030			
TOTAL SOURCES:	(\$4,857,773)	(\$1,000,000)	(\$5,857,773)
<u>USE OF FUNDS</u>			
ENGINEERING			
323-04-1110-5212115-296823215	\$664,237	\$0	\$664,237
ADVERTISING			
323-04-1110-5233119-296823215	\$0	\$0	\$0
RAILROAD PERMIT			
323-04-1110-5414610-296823215	\$0	\$0	\$0
RIGHT OF WAY			
323-04-1110-5411120-296823215	\$4,193,536	\$1,000,000	\$5,193,536
UTILITIES			
323-04-1110-5414510-296823215	\$0	\$0	\$0
507043410-5212115-80800030			
AUGUSTA UTILITES			
507043420-5212115/89800510-296823215	\$0	\$0	\$0
CONSTRUCTION			
323-04-1110-5414110-296823215	\$0	\$0	\$0
SIGNALS			
323-04-1110-5414610-296823215	\$0	\$0	\$0
CONTINGENCY			
323-04-1110-6011110-296823215	\$0	\$0	\$0
TOTAL USES:	\$4,857,773	\$1,000,000	\$5,857,773



**Engineering Services Committee Meeting
6/29/2009 12:50 PM**

Approve Change Order #1 to the existing Design Contract for Fort Gordon Wastewater Connection (Force Main and Lift Station)

Department: Utilities

Caption: Motion to approve change order #1 to the existing design contract in the amount of \$163,825.00 to ZEL Engineers for additional work to complete a Supplemental Environmental Assessment and to prepare a Demolition contract for the existing wastewater treatment plant at Fort Gordon.

Background: The Municipal Services Agreement (MSA) contract between the Augusta Richmond County and Fort Gordon was awarded September 2006. A requirement of the contract is to provide the wastewater connection from Fort Gordon to Augusta Richmond County wastewater collection system.
The modification to this contract is to provide a full Supplemental Environment Assessment as requested by Fort Gordon during the 30% design phase of the proposed force main. Current environmental laws require additional environmental investigation be prepared and documented by the design engineer than originally planned. This includes allowing concerned environmental and cultural resource agencies time and information to review and provide comments on impacts that may be caused by this project. This proposal also includes a contract modification that will allow preparation of contract documents to demolish the existing wastewater treatment plant at Fort Gordon. The Privatization Contract between Augusta Richmond County and Fort Gordon required the demolition of the existing wastewater treatment plant with appropriated operational and environmental considerations addresssed in the contract design.

Analysis: AUD evaluated ZEL Engineers Change Order #1 to the existing Design Contract for Fort Gordon Wastewater Connection (Force Main and Lift Station). AUD believes that this scope of work is inclusive and will provide a cost-effective solution to the connection of the sanitary sewer to the Augusta collection system and the demolition of the existing wastewater plant. The proposal is considered fair and reasonable.

Financial Impact: The design proposal submitted for this project was \$163,825.00. These funds are available from the following accounts: 507043420/5212115- 80600040/5212115

Alternatives: 1. Rejection of this change order #1 would delay the design and the subsequent construction of the wastewater connection (Force Main and Lift Station) delaying revenue for the Augusta Richmond County.

Recommendation: Recommend Commission approve change order #1 to the existing design contract to ZEL Engineers in the amount of \$163,825.00

Cover Memo

Funds are

Item # 3

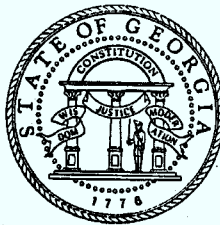
**Available in the
Following
Accounts:**

\$163,825.00 from account 507043420/5212115- 80600040/5212115

REVIEWED AND APPROVED BY:

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

**GEORGIA DEPARTMENT OF CORRECTIONS
LEGAL SERVICES OFFICE**



INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into as of the 1st day of July 2009, by and between the GEORGIA DEPARTMENT OF CORRECTIONS ("Department"), an agency of the State of Georgia, and Augusta Richmond COUNTY ("County"), a political subdivision of the State of Georgia, acting by and through its Board of County Commissioners, referred to as "party" or jointly as "parties."

RECITATIONS

WHEREAS, the Department desires to obtain appropriate care and custody of State inmates; and

WHEREAS, the County desires to provide appropriate care and custody of State inmates at a correctional institution operated by the County.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Care and Custody. The County agrees to provide complete care and custody of up to **215** state inmates daily, for the term of this Agreement and in accordance with State and federal constitutions and with all applicable laws, rules, regulations and orders of State, federal and local governments. Without limitation to the generality of the foregoing, the County specifically agrees that no State inmate labor shall benefit private persons or corporations.
2. Notification of Medical Treatment. The County shall notify the Department of any state inmate that the County transfers to a hospital for treatment that will require an overnight stay or that will require treatment that is likely to cost in excess of \$1,000.00. Said notification shall be provided via telephone contact within twenty-four (24) hours of the inmate being admitted for treatment on an outpatient or inpatient basis. County shall notify the Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at (404) 863-3079 at any time of day or night.

3. Compensation. The Department agrees to pay the County the sum of \$20.00 (Twenty and no/one-hundredths Dollars) per State inmate per day for the duration of this Agreement. The County agrees to invoice the Department monthly, in compliance with all billing procedures established by the Department. The Department shall endeavor to pay the County for its care and custody services within 45 days of invoice receipt in approved form. The County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State inmates to and from the County Correctional Institution, and the Department shall not incur charges for inmates not under the care and custody of the County.
4. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until June 30, 2010. The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods.
5. Notices. Any notice under this Agreement, other than those referenced in Paragraph 2, shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the County: Augusta Richmond County Commission
ATTN: Administrator Fred Russell
530 Greene Street
Augusta, GA 30911

With a copy to: Robert Leverett, Warden

If to the Department: Brian Owens, Commissioner
Georgia Department of Corrections
Two Martin Luther King, Jr., Drive
Suite 866, East Tower
Atlanta, Georgia 30334-4900

With a copy to: Tim Ward, Facilities Director
Two Martin Luther King, Jr. Drive
Suite 1566, East Tower
Atlanta, Georgia 30334-4900

6. Reimbursement of Medical Costs.
 - a. GDC agrees to reimburse County for certain costs of direct medical services required for emergency medical conditions posing an immediate threat to life or limb if a state inmate cannot be placed in a state institution for the receipt of this care; provided, however, that the GDC's obligation arises only when the cost per inmate per incident exceeds \$1000.00, and GDC shall only be liable for the amount in excess of \$1000.00, subject to the following subsections and other applicable laws and regulations.

- b. County agrees to invoice GDC monthly for the actual cost of medical services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time the services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of medical services paid by County.
 - c. GDC is not liable to County for any late fees or charges or any kind of assessment imposed by the hospital or hospital authority (collectively, "Late Fees") for late or nonpayment by County. County agrees to exclude late fees from its invoices to GDC.
 - d. If GDC reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to GDC, GDC may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by GDC. GDC shall send County written notice of any administrative fees, and County shall have 30 days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, GDC is entitled to a setoff of the same amount against future payments owing to County.
 - e. Pursuant to HB 464 of 2009 (Act 48), O.C.G.A. § 42-5-2(c), GDC shall reimburse County no more than the applicable Georgia Medicaid Rate for emergency services provided to a state inmate by a hospital authority or hospital which is not a party to a contract with GDC or its agents on July 1, 2009. GDC shall not be liable to County for any amount paid by County to a hospital or hospital authority over the Medicaid rate for emergency services provided to a state inmate.
7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.
8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.
9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS

Date

Name, Title

Augusta Richmond COUNTY

Date

Name, Title

*copy
6/22/09*



**Engineering Services Committee Meeting
6/29/2009 12:50 PM**

Approve construction contract to Quality Storm Water Solutions, Inc. for construction of the Goshen Industrial Sanitary Lift Station

Department: Augusta Utilities Department

Caption: Approve a contract with Quality Storm Water Solutions, Inc. for services associated with construction of the Goshen Industrial Sanitary Lift Station Project in the amount of \$39,668.00. Bid item #09-082A

Background: The Utilities Department needs to provide lift station modifications to an existing lift station in the Goshen area of South Richmond County. The modifications includes removal of an existing section of 14" force main pipe and installing submersible pumps, railings, and 8" piping. This project is needed to provide a more reliable operation and eliminate the current confined work space.

Analysis: Quality Storm Water Solutions, Inc submitted an acceptable bid package and was the lowest responsive bidder. The Utilities Department recommends award of this contract to construct the Goshen Industrial Sanitary Lift Station Project to Quality Storm Water Solutions, Inc.

Financial Impact: \$39,668.00, under account number 506043410-5425210

Alternatives: 1. Reject all bids, which would delay the project . 2. Award the contract to Quality Storm Water Solutions, Inc for construction of the Goshen Industrial Sanitary Lift Station Project.

Recommendation: We recommend approving the contract with Quality Storm Water Solutions, Inc. in the amount of \$39,668.00 for the construction of the Goshen Industrial Sanitary Lift Station Project.

Funds are Available in the Following Accounts: \$39,668.00 from account 506043410-5425210

REVIEWED AND APPROVED BY:

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

Re-Bid Item #09-082A
Goshen Industrial Sanitary Lift Station
For the City of Augusta - Utilities Department
Re-Bid Opening Date: Thursday, May 14, 2009 at 3:00 p.m.

Item # 4

Vendors:	Blair Construction P.O. Box 770 Evans, GA 30809	J.S. Haron Company P.O. Box 450 Athens, TN 37371	Mabus Brothers Construction 920 Molly Pond Road Augusta, GA 30901	Quality Storm Waters Solutions 437 Cambridge Circle Martinez, GA 30907	Topcor Augusta LLC 3977 Goshen Industrial Augusta, GA 30906
Statement of Non-Discrimination				YES	
Conflict of Interest				YES	
Contractor Affidavit & Agreement				YES	
Subcontractor Affidavit & Agreement				YES	
Non-Collusion Affidavit of Bidder				YES	
Non-Collusion Affidavit Subcontractor				YES	
Local Small Business Good Faith Efforts				YES	
Local Small Business Subcontractor/Supplier Utilization Plan				YES	
Addendum				YES	
Bid Bond				YES	
Bid Amount				\$39,668.00	

Invitation To Re-Bid

Sealed re-bids will be received at this office until 3:00 p.m., Thursday, May 14, 2009 for furnishing

Re-Bid Item #09-082A Goshen Industrial Sanitary Lift Station for Utilities Department

Re-Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Gerl A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901
706-821-2422

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. **Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Imaging Technologies. The fees for the plans and specifications which are non-refundable is \$50.00**

Documents may also be examined during regular business hours at the Augusta Builders Exchange, 1262 Merry Street, Augusta, GA 30904; F. W. Dodge Plan Room, 1281 Broad Street, Augusta, GA 30901. It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.itrepro.com) at no charge through Imaging Technologies (706 724-7924) beginning Thursday, April 23, 2009. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that sequestration of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

A Mandatory Pre-Bid Conference will be held on Wednesday, April 29, 2009 @ 11:00 a.m. in the Procurement Department – Room 605. All questions must be submitted in writing to the office of the Procurement Department by fax at 706-821-2811 or by mail. No re-bid will be accepted by fax, all must be received by mail or hand delivered. All questions are to be submitted in writing by Friday, May 1, 2009 by 3:00 p.m.

No Re-Bid may be withdrawn for a period of 60 days after time has been called on the date of opening. **A 10% Bid bond is required to be submitted in a separate envelope so marked along with the bidders' qualifications; a 100% performance bond and a 100% payment bond will be required for award.**

Bidders will please note that the number of copies requested; all supporting documents including financial statements and references and such other attachments that may be required by the re-bid are material conditions of the package. Any package found incomplete or submitted late shall be rejected by the Procurement Office. Any bidder allegedly contending that he/she has been improperly disqualified from re-bidding due to an incomplete re-bid submission shall have the right to appeal to the appropriate committee of the Augusta Commission. Please mark Re-Bid number on the outside of the envelope.

GERI A. SAMS, Procurement Director

cc:	Tameka Allen	Interim Deputy Administrator
	Drew Goins	Utilities Department
	Russell Thies	Utilities Department
	Steven Bryant	Utilities Department

Mandatory Pre-Bid Meeting
Re-Bid Item #09-082A
Goshen Industrial Sanitary Lift Station
For The City of Augusta – Utilities Department
Wednesday, April 29, 2009 at 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. <i>Yvonne Gentry</i>	<i>DBE</i>		<i>706 821 2406</i>	<i>706 821 4228</i>	
2. <i>THELON SAPP</i>	<i>QUALITY STORM WATER SOLUTIONS</i>	<i>437 CAMBRIDGE CIR. MARIETTA GA 30067</i>	<i>706-210-8046</i>	<i>706-210-8047</i>	<i>Prime</i>
3. <i>Claudia Hamby</i>	<i>J.S. HAREN CO.</i>	<i>P.O. Box 450 Athens, TN 37371</i>	<i>423-745-5000</i>	<i>423-745-5253</i>	
4. <i>William Motimer Jr</i>	<i>Blair Const. Inc.</i>	<i>P.O. Box 770 EVANS GA 30809</i>	<i>706-868-1950</i>	<i>706-868-1855</i>	<i>Prime</i>
5. <i>Kevin Baldwin</i>	<i>Mabow Brothers Const. Co. Inc</i>	<i>920 Molly Pond Rd Augusta, GA 30901</i>	<i>706.722.8941</i>	<i>706.722.7521</i>	<i>Prime</i>
6. <i>Bryan Allen</i>	<i>Topcor</i>	<i>3977 Goshen Industrial Augusta, GA</i>	<i>(706) 712-1119</i>	<i>(706) 712-1141</i>	<i>Prime</i>
7. <i>Russell Thues</i>	<i>AUD</i>		<i>(706) 312-4132</i>		<i>City</i>
8. <i>Phyllis Mills</i>	<i>Procurement</i>		<i>706 821-2888</i>	<i>706 821-2811</i>	
9. <i>Steven August</i>	<i>AUD</i>		<i>706 312-4139</i>		
10. <i>Shirley Faulk</i>	<i>Procurement</i>		<i>706 821-4251</i>	<i>706 821-2811</i>	
11.					
12.					

Item # 4

JSHAREN CO
ATTN J S HAREN
PO BOX 450
ATHENS TN 37371

QUALITY STORM WATER SOLUTIONS
ATTN THERON SAPP
437 CAMBRIDGE CIRCLE
MARTINEZ GA 30907

MABUS BROTHERS
CONSTRUCTION
ATTN KEVIN T BOLDWIN
920 MOLLY POND ROAD
AUGUSTA GA 30901

TOPCOR AUGUSTA LLC
ATTN BRYAN ALLEN
3977 GOSHEN INDUSTRIAL BLVD
AUGUSTA GA 30906

TOMMY L GRIFFIN PLUMBING
ATTN RICHARD WIMBERLY
3743 ATLANTIC AVENUE
MACON GA 31204

ALLSOUTH CONSTRUCTORS
ATTN BRAD BETTIS
PO BOX 1616
COVINGTON GA 30014

SOUTHERN SITE DESIGN
ATTN LEE JEFFCOAT
PO BOX 2327
EVANS GA 30809

BURCH INDUSTRIAL SERVICES
ATTN THOMAS BURCH
3705 LENNA DRIVE
SNELLVILLE GA 30039

BLAIR CONSTRUCTION
ATTN ROY MUTIMER
P O BOX 770
EVANS GA 30809

BEAM CONTRACTING
ATTN BUDDY ROWLAND
2335 ATOMIC ROAD
BEECH ISLAND SC 29842

DR TERRY CONSTRUCTION CO
ATTN DON R TERRY
616 COX STREET
SIMPSONVILLE SC 29681

GA BRANCH AGC
ATTN SARA PROFITT
THE EXCHANGE STE 300
ATLANTA GA 30339

L&L UTILITIES
ATTN LORRIE
746 ROBERT WEBB ROAD
DUBLIN GA 31027

MCCLAM & ASSOCIATES
ATTN WENDY GRIMES
1642 HOLY TRINITY CHURCH ROAD
LITTLE MOUNTAIN SC 29075

DODGE PLAN ROOM
ATTN LINDA BLACKSTON
1281 BROAD STREET
AUGUSTA GA 30901

IMAGING TECHNOLOGIES
ATTN BILL BOTTOMLEY
1030 REYNOLDS STREET
AUGUSTA GA 30901

AUGUSTA BUILDERS EXCHANGE
ATTN JOAN KENNEDY
1262 MERRY STREET
AUGUSTA GA 30904

AMJ EQUIPMENT CORP
ATTN MIKE PARNELL
5101 GREAT OAK DRIVE
LAKELAND FL 33815

BASIC CHEMICAL SOLUTIONS
ATTN LINDA CAMPBELL
12522 LOS NIETOS ROAD
SANTA FE SPRINGS CA 90670

CONSTRUCTION JOURNAL LTD
ATTN NERISSA KELLY
759 SOUTH FEDERAL HWY
SUITE 300
STUART FL 34994

ENGINEER SERVICE CORP
ATTN KELLY ATKINS
P O BOX 23511
JACKSONVILLE FL 32241

GIBBS & REGISTER
ATTN WAYNE CONOVER
232 S DILLARD STREET
WINTER GARDEN FL 34787-3592

HAMMER & STEEL INC
ATTN TIMOTHY DITTMEIER
4469 CR 209 SOUTH
GREEN COVE SPRINGS FL 32043

PAT'S PUMP & BLOWER
ATTN KEVIN FENDER
630 WEST CHURCH STREET
ORLANDO FL 32805

Yvonne Gentry
DB E Coordinator
Hatcher Bldg

Re-Bid Item #09-082A
Goshen Industrial Sani Lift Station
Utilities Department
Re-Bid Due Thurs 5/14/09 @ 300 pm

Re-Bid Item #09-082A letters
mailed Tuesday April 21 2009

Steven Bryant
Augusta Utilities
Bay Street

Drew Goins
Augusta Utilities
Bay Street

Re-Bid Item #09-082A Goshen Industrial
Sanitary Lift Station page 1 of 2

**PVS CHEMICALS INC
ATTN BID ADMINISTRATOR
10900 HARPER AVENUE
DETROIT MI 48213**

**REXEL MADER
ATTN JIM HOUGH
7260 – 15TH STREET E
SARASOTA FL 34243**

**ROBERT M ANDERSON INC
ATTN DEBBIE STEMEN
10110 ROBERTS WAY NE
COVINGTON GA 30014**

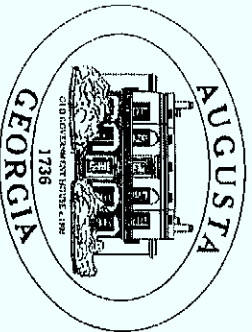
**RTD CONSTRUCTION INC
ATTN DANNIE E JORDAN
P O BOX 996
ZEPHYRHILLS FL 33539**

**SHRIEVE CHEMICAL GROUP
ATTN TED THREADGILL
1755 WOODSTEAD COURT
THE WOODLANDS TX 77380-1448**

**SIEMENS WATER TECHNOLOGIES
ATTN HAL DAVIS
2650 TALLEVAST ROAD
SARASOTA FL 34243**

**US POLYMERS INC
ATTN RANDY HOMAN
4330 CHEESAPEAKE DRIVE
CHARLOTTE NC 28216**

**Re-Bid Item #09-082A Goshen Industrial
Sanitary Lift Station page 2 of 2**



Augusta Utilities Department

Drew Goins, Interim Director

Jerry Delaughter, P.E., Interim Assistant Director

Engineering and Construction Division
360 Bay Street, Suite 180
Augusta, Georgia 30901
(706) 312-4132 Fax (706) 312-4133

MEMO

DATE: June 11, 2009

TO: Geri Sams, Procurement Director

FROM: Drew Goins, Interim Director

SUBJECT: Re-Bid Item #09-082A Goshen Industrial Sanitary Lift Station Proj. 200901

Item # 4

The Augusta Utilities Department and the Augusta Procurement Department have concluded the Re-Bid process for Re-Bid Item #09-082A, only one (1) Re-Bid was received on this Re-Bid.

Quality Storm Water Solutions has met all specified requirements of the Re-Bid documents and is within the allocated budget amount. It is the opinion of the Augusta Utilities Department that Quality Storm Water Solutions, with a bid amount of \$39,668.00, should be awarded the contract as best bid.


For Drew Goins
Interim Director
Augusta Utilities Department



**Engineering Services Committee Meeting
6/29/2009 12:50 PM
Approve Policy For Riverwalk Access**

Department: Public Services Department - Facilities Management Division

Caption: Approve instituting a \$100 annual fee (prorated for the balance of calendar year 2009) for businesses adjacent to the levee to allow limited vehicular access to the top of the levee as part of business operations, specifically for delivery and retrieval of materials related to that business.

Background: In 2003, the Commission approved funding to repair damage to the top of the levee caused by vendors using heavy vehicles on a walkway designed for pedestrian and very light vehicular access. Those repairs were completed and the policy since that time has been to restrict access to county vehicles only and those are limited in size to pick-ups and vans. Business operators with ongoing concerns adjacent to the levee have requested to be granted access and have been denied based on this policy.

Analysis: Access would be granted only to those with ongoing business concerns adjacent to the levee. Traffic would be limited to "golf cart" style utility vehicles that would not damage the walking surface. The locks on the access bollards will be changed on January 1st of each year and new keys issued upon payment of the fee.

Financial Impact: The cost of replacing the locks and making keys is less than \$100 and would be covered by the new fees collected.

Alternatives: 1. Approve instituting a \$100 annual fee (prorated for the balance of calendar year 2009) for businesses adjacent to the levee to allow limited vehicular access to the top of the levee as part of business operations, specifically for delivery and retrieval of materials related to that business. 2. Continue to deny access.

Recommendation: #1. Approve instituting a \$100 annual fee (prorated for the balance of calendar year 2009) for businesses adjacent to the levee to allow limited vehicular access to the top of the levee as part of business operations, specifically for delivery and retrieval of materials related to that business.

Funds are Available in the Following Accounts: FUNDS ARE AVAILABLE IN ACCOUNT: None required

Cover Memo

Item # 5

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission



**Engineering Services Committee Meeting
6/29/2009 12:50 PM**

Approve Resolution Adopting the Augusta Richmond County Joint Solid Waste Management Plan.

Department: Solid Waste

Caption: Approve Resolution adopting the Augusta Richmond County Joint Solid Waste Management Plan.

Background: The Augusta Richmond County Joint Solid Waste Management Plan has been updated in accordance with the state standards for solid waste planning and in accordance with comments received from the Department of Community Affairs. The Plan documents the vision for and the implementation of the future systems to effectively manage solid waste in Augusta. The Plan includes the following components: 1. Waste Disposal Stream Analysis – which consists of an inventory and characterization of the waste disposed in Augusta. 2. Waste Reduction Element – includes the inventory and analysis of the waste reduction activities of local governments as well as all public and private programs which implement waste and/or source reduction programs. 3. Collection Element – includes the inventory and analysis of all garbage, yard waste, and recycling collection programs in the area. 4. Disposal Element – includes the disposal practices employed by the county. 5. Land Limitation Element – includes a description of both state and local rules for waste disposal. 6. Education and Public Involvement – includes outreach and educational activities offered by Augusta and other private institutions on such topics as recycling and waste reduction. Over the summer, community meetings were held to allow the community and stakeholders the opportunity to review and provide comments on the draft plan. The plan was then sent to the Department of Community Affairs for final review. Comments were received and incorporated and now the plan is set for final adoption.

Analysis: The Joint Solid Waste Management Plan must be updated and adopted by the local governments included in the plan. The Cities of Blythe and Hephzibah have already passed resolutions adopting the plan. Failure to formally adopt the plan causes Augusta to lose its status as a Qualified Local Government by DCA. Losing this status means Augusta will be ineligible to apply for various grant and loan programs. Further, the Solid Waste Management Plan is incorporated into the Augusta Comprehensive Plan.

Financial Impact: Not Applicable

Alternatives: 1. Approve the Resolution 2. do not approve the resolution and jeopardize Augusta's status with DCA

Cover Memo

Recommendation: Alternative 1.

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

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

CITY OF AUGUSTA
RESOLUTION TO ADOPT
JOINT SOLID WASTE MANAGEMENT PLAN
AUGUSTA-RICHMOND COUNTY, CITY OF HEPHZIBAH, CITY OF BLYTHE
2008-2018

WHEREAS, per the Rules of the Georgia Department of Community Affairs Chapter 110-4-3, and pursuant to O.C.G.A. § 12-8-20; Augusta-Richmond County, Georgia, a political subdivision of the state of Georgia, has completed the development of a ten (10) Year Joint Solid Waste Management Plan in accordance with the Georgia Solid Waste Minimum Planning Standards, developed by the Georgia Department of Community Affairs;

WHEREAS, per the Rules of the Georgia Department of Community Affairs Chapter 110-4-3-.05(3), at least two public hearings having been held to receive input from the public in the development of the Solid Waste Management Plan. The public meetings were held on June 3, 5, 12, 16, 17, and 19, 2008 and July 22, 2008;

WHEREAS, the Georgia Department of Community Affairs having reviewed and approved the Joint Solid Waste Management Plan; and

WHEREAS, this Plan having been prepared and accepted as being in compliance with the Minimum Planning Standards and Procedures for Solid Waste Management. pursuant to O.C.G.A. § 12-8-20.

NOW, THEREFORE, BE IT RESOLVED THAT THE AUGUSTA-RICHMOND COUNTY COMMISSION hereby adopts the **Joint Solid Waste Management Plan 2008-2018**, attached hereto as Exhibit A.

Adopted this _____ day of _____, 2009

AUGUSTA-RICHMOND COUNTY COMMISSION

Deke Copenhaver, as its Mayor

ATTEST: _____
Lena Bonner, Clerk of Commission

(SEAL)

Joint Solid Waste Management Plan 2008-2018



Augusta-Richmond County City of Hephzibah City of Blythe

Prepared by:
Resource Recycling Systems
October 2008



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Section 1 Introduction

Planning and implementing systems to effectively manage solid waste is a vital responsibility of local government. State government primarily serves a regulatory role in solid waste management, implementing regulations adopted by the Georgia Department of Natural Resource's Environmental Protection Division.

Major shifts have occurred in solid waste policies and regulations in the past 2 decades. A higher level of community involvement has resulted from residents recognizing the impact of solid waste on quality of life issues. Their efforts, combined with state policies, led to more waste reduction education, monitoring of illegal dumping, and expanded curbside recycling services. City, County and regional planners are also more aware of the effects of solid waste to the overall planning system and have incorporated these issues into the comprehensive planning process.

In the regulatory arena, the state and federal government have implemented more stringent criteria for the siting, design, construction and operation of solid waste facilities, driving regionalization of the solid waste collection and disposal infrastructure. As Georgia communities continue to close municipal solid waste facilities and rely on private sector disposal options, the regulatory role of local governments is expected to increase.

The *Georgia Comprehensive Solid Waste Management Act* of 1990 requires local governments take steps to address solid waste management issues. The development of a solid waste management plan provides local communities with the opportunity to consider pressing issues.

1.1 Define Planning Area

In 1989, the Georgia General Assembly passed SR 103, creating the Joint Solid Waste Management Study Committee to analyze the status of solid waste management statewide and to make recommendations for a comprehensive revision to the 1972 *Solid Waste Management Act*. The findings and recommendations in the study committee report were drafted as legislation and introduced as an administration bill in the 1990 session of the General Assembly as SB 533, the *Georgia Comprehensive Solid Waste Management Act*. SB 533 (the Act) provides a framework to manage solid waste at the local and state level. The first step in implementing the Act is the development of the *Georgia Solid Waste Management Plan*. The purpose of the State plan is essentially threefold:

- To present a status report of solid waste management in Georgia;
- To set forth the state strategy for reducing and managing solid waste; and,

- To establish the procedures and criteria for local/regional solid waste plans and other components of local/regional solid waste management strategy.

The *Joint Solid Waste Management Plan* for Augusta-Richmond County and the Cities of Hephzibah and Blythe represents the next step in the planning process and includes data in seven topic areas that are considered critical components of the solid waste management planning process. These include:

- Waste Disposal Stream Analysis
- Waste Reduction Element
- Collection Element
- Disposal Element
- Land Limitation Element
- Education and Public Involvement Element
- Implementation Schedule

The content and planning process in this *Plan* conforms to *Chapter 110-4-3 Minimum Planning Standards and Procedures for Solid Waste Management* from the Georgia Department of Community Affairs. Each of the 5 core planning requirements (waste reduction, collection, disposal, land limitation, education & public involvement) includes sections on inventories, assessments, needs and goals. This Plan updates the *Joint Solid Waste Management Plan* for Augusta-Richmond County and the Cities of Hephzibah and Blythe that was adopted in 1993.

A working committee composed of solid waste experts and officials from Augusta-Richmond County was formed to help direct the planning effort. As required by the solid waste minimum planning standards, public hearings were held in Augusta-Richmond County to elicit community input on solid waste needs and goals, and the final plan. A total of 15 public hearings were held in conjunction with Augusta-Richmond County's Comprehensive Plan Update. The first set of public hearings occurred at nine different venues between January 8, 2008 and January 31, 2008. The second set of public hearings took place at six different locations within the County between June 3, 2008 and June 19, 2008. See Appendices G and H for more information. Community input was assessed by the working committee and incorporated into the plan.

1.2 Identify Person Responsible for the Plan

The contact person for the Joint Solid Waste Management Plan for Augusta-Richmond County and the Cities of Blythe and Hephzibah is:

Mark Johnson, Director of Solid Waste
Augusta-Richmond County Solid Waste Department
4330 Deans Bridge Road



Blythe, Georgia 30805
 Phone: 706-592-3200
 Fax: 706-592-1658
 Email: MJohnson2@augustaga.gov
 Website: <http://www.augustasolidwaste.com>

1.3 Overview of the Area Covered in the Plan

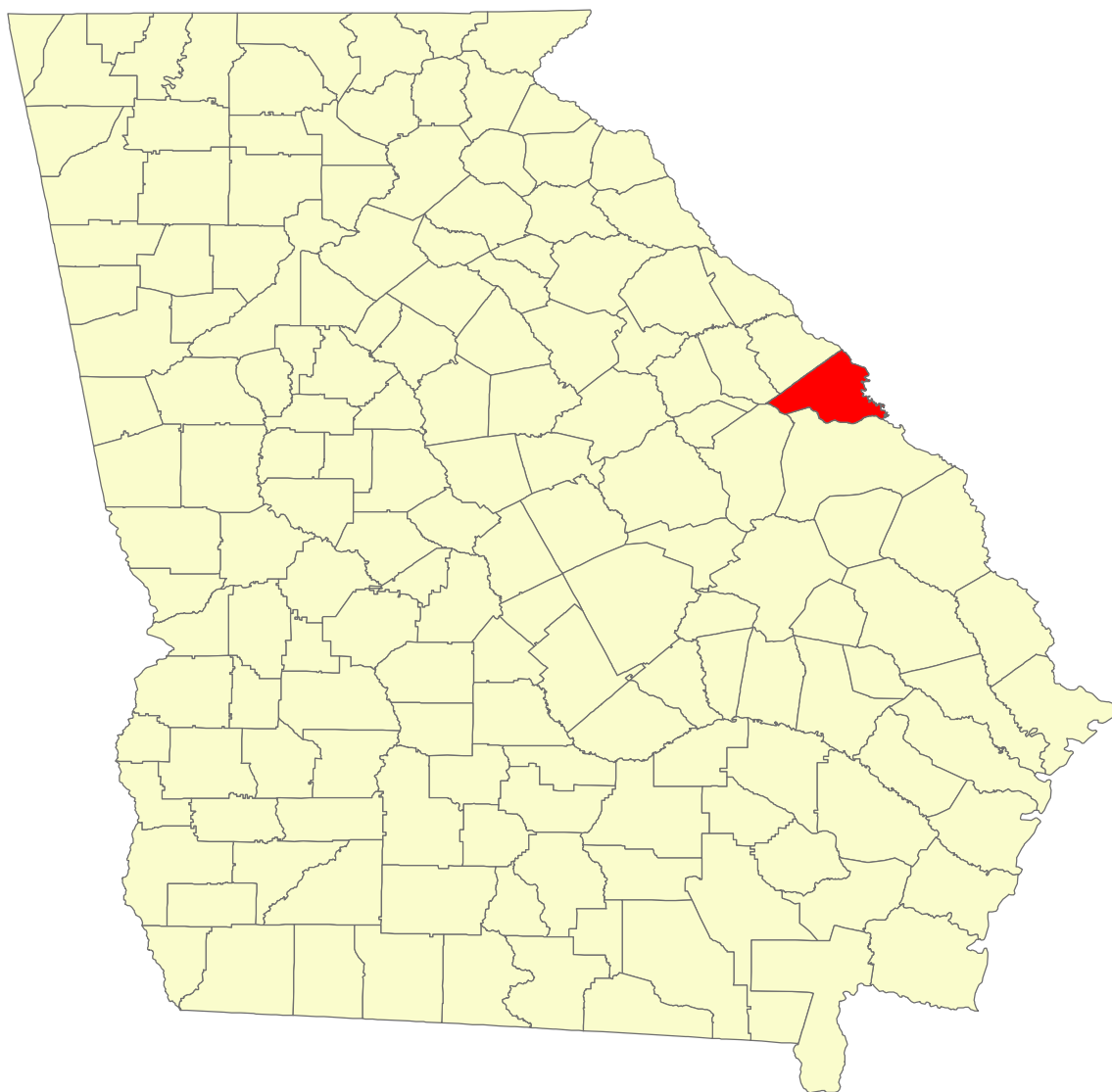
1.3.1 Planning Area

Augusta-Richmond County and the Cities of Hephzibah and Blythe are located in the east central section of Georgia. The County is approximately 150 miles east of Atlanta and is bordered by the Savannah River to the northeast, Burke and Jefferson Counties to the south and Columbia County to the northwest. The center of Augusta-Richmond County lies roughly 121 miles southeast of Athens and 141 miles northwest of Savannah, Georgia. Augusta-Richmond County occupies a land area of 207,386 acres (324.04 square miles) plus 2,823 acres (4.41 square miles) of water area.

In terms of land area, Augusta-Richmond County ranks 90th of Georgia's 159 counties. The County and municipalities are members of the Central Savannah River Area (CSRA) Regional Development Center which is a public sector, non-profit planning and development agency that serves a 13 County and 39 city regions in the eastern portion of Central Georgia. The home office for the CSRA Regional Development Center is located in Augusta-Richmond County. Augusta-Richmond County is also part of a Metropolitan Statistical Area (MSA) with Columbia, McDuffie, and Burke Counties in Georgia and Aiken and Edgefield Counties in South Carolina. A Metropolitan Statistical Area is a defined area used by federal agencies in collecting, tabulating, and publishing statistics. The metropolitan area contains a core urban area of 50,000 or more population and consists of one or more counties that have a high degree of social and economic integration with the urban core.

Augusta-Richmond County accounts for approximately 93% of the total acreage and 97% of the population in the County. The City of Hephzibah, the City of Blythe, and approximately half of the military installation base at Fort Gordon are also located within the County. Augusta is considered to be Georgia's second oldest and second largest city. The City of Hephzibah is also considered to be one of Georgia's oldest settlements.

In 1996 the City of Augusta consolidated with Richmond County to form Augusta-Richmond County. This consolidated governing body consists of a Mayor and 10 Augusta-Richmond County commissioners. Augusta-Richmond County is one of only five consolidated governments in Georgia.



1.3.2 Topographic Information/Unique Features

Augusta-Richmond County is located in east central Georgia next to the Savannah River. The County straddles the "Fall Line", a geologic boundary following the Appalachian Mountain range from Alabama to New York. In Georgia and South Carolina the Fall Line separates the Piedmont from the Coastal Plain. The Savannah River and its tributaries drain most of the County.

According to the U.S. Department of Agriculture, Augusta-Richmond County is situated in three major land resource areas: the Southern Piedmont, the Carolina and Georgia Sand Hills, and the Southern Coastal Plain. The Southern Piedmont covers the extreme northern part of the County and consists of broad to narrow ridge-tops and long irregular hillsides bisected by numerous small winding drainage-ways. The Carolina and Georgia Sand Hills are located in the northern and western parts of the County and separate the Southern Piedmont from the Southern Coastal Plain. The Southern Coastal Plain covers the southern and southeastern parts of the County and is characterized by broad ridge-tops and hillsides extending to drainage-ways. Nearly level floodplains of the Savannah River are located in the eastern and northern parts of the County and on the narrower basins of its tributaries.

Elevations range between 100 and 140 feet along the Savannah River and 500 feet or more on high ridges on Fort Gordon. More than half of the total land area has a slope of less than 5%, and more than 85% of the land has less than 10% slope. Less than 2% of the land area has slope greater than 15%. The steepest slopes are found along Butler, Spirit and Little Spirit Creeks. The majority of areas with steep slopes are either within floodplains, which are regulated by local ordinance, or are located on Fort Gordon.

Fort Gordon is about 56,000 acres, or 100 square miles, primarily in Augusta-Richmond County but with small portions of Columbia, Jefferson and McDuffie Counties. Fort Gordon is the home of the US Army's Signal Center and School, Dwight D. Eisenhower Army Medical Center (DDEAMC)/Southeast Regional Medical Command as well as a host of other command and agencies from across the joint forces (Army, Navy, Air Force, Marine and multinational forces) of the United States. While much of the Fort's activities center on support and "force readiness," a great number of resources are also expended on communications and other training. Besides training the full-time military, the Fort provides year-round instruction to reservists in addition to active officer and non-commissioned officer students. Fort Gordon also hosts elements of other Army units and services such as ordnance, intelligence, communication labs, and band and headquarters units. The installation is home to the U.S. Army Signal Museum and actively supports the formal partnership between the U.S. Army and the National Science Center (NSC) Fort Discovery. Fort Gordon and the Army Signal Museum are located in Augusta, Georgia.

At this time there are no topographical or unique features that have or would affect how the County handles and manages their solid waste.

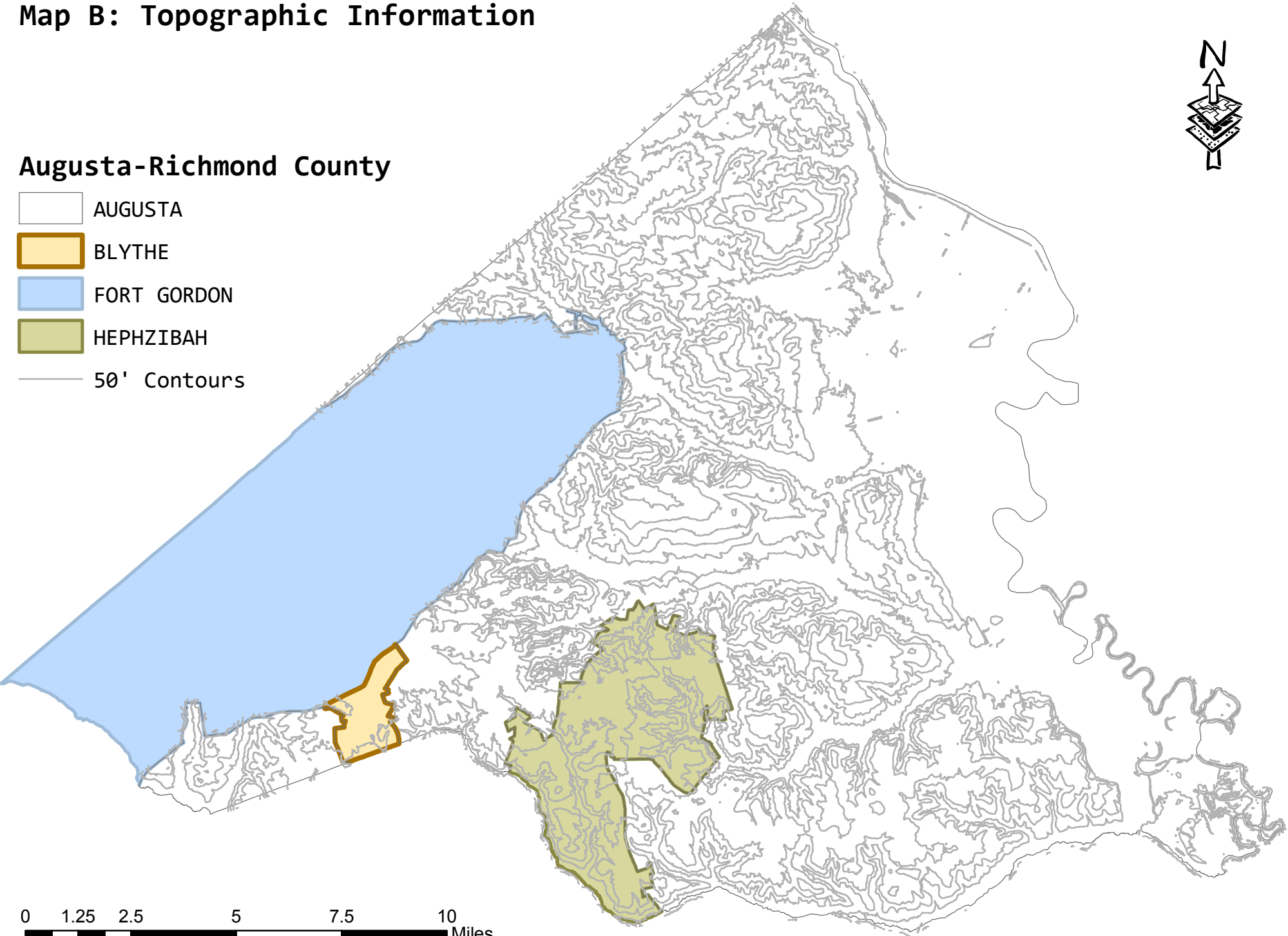
Map B: Topographic Information

Augusta-Richmond County

- AUGUSTA
- BLYTHE
- FORT GORDON
- HEPHZIBAH
- 50' Contours



0 1.25 2.5 5 7.5 10 Miles



1.3.3 Population

Augusta-Richmond County has had a slow level of growth over the past several decades according to the U.S. Census Bureau. In 1980 the population of the County was 181,620, in 1990 the population was 189,719 and in 2000 the population was 199,175. Population projections were made for Augusta-Richmond County based on an examination of these trends over the last four decades and, more specifically an extension of the growth rates experienced over the last twenty years. As related to this Census trend, Augusta-Richmond County projects a small population increase over the planning period.

The last U.S. Census in 2000 showed that Augusta-Richmond County had a population of 199,175. The Augusta-Richmond County Planning Commission as part of their *Augusta-Richmond County Comprehensive Plan* adopted in 2004 provided population projections over a 20-year period in 5-year increments. During the planning period an annual population growth rate of 0.02% to 0.03% was applied for each of the municipalities (Augusta-Richmond County, Hephzibah, and Blythe) in Augusta-Richmond County. These population projections are shown in Table 1-1.

The population projections are based on the assumption that the City limits of the three municipalities – Augusta-Richmond County, Hephzibah, and Blythe - will not change. Georgia law prohibits municipal annexation within three miles of another municipality. Augusta-Richmond County shares a common border with both the Cities of Hephzibah and Blythe. The projections also assume that the Cities of Hephzibah and Blythe will continue to account for a relatively small percentage of the County's total population.

Augusta-Richmond County's population growth over the planning period is relatively low in comparison to the other counties in the Augusta Metropolitan Statistical Area (MSA) and the state of Georgia. Counties included in the Augusta MSA are Columbia, McDuffie, and Burke in Georgia and Aiken and Edgefield in South Carolina.

Augusta-Richmond County is home to half of the military installation base at Fort Gordon which includes the Signal Center, School and Army Medical Center. In 2003, the Central Savannah River Area (CSRA) Alliance for Fort Gordon conducted an *Augusta Quality of Life* report highlighting several quality of life issues at the Fort. The primary purpose of the CSRA Alliance for Fort Gordon is to demonstrate the potential for Fort Gordon to grow existing missions and take on new missions. Additionally, the Alliance promotes economic development through partnerships capitalizing on the information technology, communications and medical expertise prominent at Fort Gordon. The report stated that the base employed approximately 12,000 military and 5,000 civilian employees in 2003. During the next ten years, Fort Gordon is expected to see an additional 7,000 to 10,000 jobs added to the base. This expected growth will come from the National Security Agency (NSA) relocation to the base as well as the

acquisition of missions becoming part of Fort Gordon through the Defense Base Realignment and Closure Commission (BRAC) reassignments. These population numbers are not reflected or included in the County's population projections as the base is a separate government entity serviced by it's own rules, protocols and procedures.

Table 1-1
Population Projections (for Multi-Jurisdictional Plan)

Jurisdiction	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Augusta-Richmond County	195,885	196,353	196,822	197,292	197,919	198,549	199,180	199,814	200,449	201,185	201,924	202,666
City of Hephzibah	4,342	4,353	4,363	4,373	4,387	4,401	4,415	4,429	4,443	4,459	4,476	4,493
City of Blythe	804	806	808	810	813	815	818	820	823	826	829	832
Total Planning Region	201,032	201,512	201,993	202,475	203,119	203,765	204,413	205,063	205,715	206,471	207,229	207,990

Source: U.S. Census Bureau, 2000; 2007-2017 Projections by the Augusta-Richmond County Planning Commission, October 2007

1.3.3.1 Seasonal Population Variation

Some areas of the State experience seasonal population variances such as an increase in tourism, large student populations, and/or large annual events that affect the population a municipality or County for a temporary or seasonal amount of time. This population variance is normally accompanied by an additional amount of waste generated thereby forcing the municipality or County to make additional waste management decisions on how this waste is handled. At this time, Augusta-Richmond County does not experience a seasonal population variation due to tourism or large student populations that would affect their solid waste management.

The County does however experience an annual one-time event increase in population due to the annual Masters Golf Tournament during the first full week in April, which is played at the Augusta National Golf Club in Augusta, Georgia. The County effectively handles the increased amount of solid waste generated during this event with their contracted service providers. In all of the County's solid waste collection contracts it is stated that in the full week proceeding, during and after the Masters Golf Tournament, an unlimited amount of garbage will be collected. Several other departments within the Augusta-Richmond County government perform clean-up and waste removal duties three to four weeks prior to the tournament.

1.3.3.2 Number of Households

Augusta-Richmond County housing characteristics reflect the County's history and early development patterns. Residential land uses cover approximately 28,000 acres at present. This includes a mix of single-family, site-built residences at various densities, duplexes, apartments, manufactured homes, and group quarters. Augusta-Richmond County accounts for 98% of all the housing units within the County.

Overall Augusta-Richmond County is mainly composed of single-family households totaling 69,319 households or 79% of the County's housing market. Multi-family housing which is considered to be structures with 3 or more units comprises 21% of the housing market or 18,296 households. Table 1-2 outlines the single-family and multi-family households for the Augusta-Richmond County, City of Hephzibah and City of Blythe.

The detached single-family, site-built home continues to be the dominant type of housing unit in the market, representing 61% of the total units in Augusta-Richmond County in 2000. In the last twenty years a number of new apartment complexes have been built in the Augusta-Richmond County. In addition, the aging of the population and growth in "empty-nesters" and one-person households has increased the demand for attached and semidetached units on small lots. Apartments (structures with 3 or more units) comprise almost 26% of the housing stock. Mobile or manufactured homes account for 9% of the housing units.

Table 1-2
Number of Single- and Multi-Family Households Multi-Jurisdictional Plan

Jurisdiction	Year 2000	
	Single-Family	Multi-Family
Augusta-Richmond County	62,358	18,288
City of Hephzibah	1,385	8
City of Blythe	333	0
TOTAL PLANNING REGION	69,319	18,296

Source: US Census - Census 2000 Summary File 3 (SF 3) - Sample Data

Note: Single-family households include 1-2 unit homes and mobile homes. Multi-family households include 3+ unit homes.

1.3.4 Economic Activity

1.3.4.1 By SIC Code

Economic development is critical to the future of Augusta-Richmond County. The creation of jobs and investment in facilities and equipment generates the income needed to sustain the community and attract additional development.

In 2006 the Georgia Department of Labor updated their Area Labor Profiles outlining the number of businesses, number of employees that each business employs as well as weekly wages for each of the employment sectors. According to these updated Area Labor Profiles, the largest business sector in Augusta-Richmond County is the service sector, encompassing 39% of the businesses operating within the County. Major employers in the service sector include health care and related facilities, educational institutions and business service establishments. Eight hospitals are the most visible component of the County's health care industry while additional jobs are provided at clinics, nursing homes, laboratories, and other health care practitioners. Major educational institutions providing employment include the Medical College of Georgia, Paine College, Augusta State University, Augusta Technical College, and the Richmond County Board of Education. Accommodation, hospitality and food services also make up a large portion of the service sector.

The second largest business sector operating in Augusta-Richmond County is the retail trade sector comprising 18% of the businesses operating within the County. The third largest business sector is comprised of finance, insurance and real estate which totals 10% of the businesses operating within the County. Table 1-3 provides the number of businesses operating in each of the SIC code business sectors. Data was only available for Augusta-Richmond County as a whole, not for each of the individual municipalities within the County.

**Table 1-3
Businesses by SIC Code
Multi-Jurisdictional Plan**

SIC Code	Jurisdiction	Number of Businesses (2006)
SIC Code A	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
TOTAL SIC Code A	Planning Area	11
SIC Code B	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
TOTAL SIC Code B	Planning Area	5
SIC Code C	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
TOTAL SIC Code C	Planning Area	428
SIC Code D	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
TOTAL SIC Code D	Planning Area	156
SIC Code E	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
TOTAL SIC Code E	Planning Area	116
SIC Code F	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
TOTAL SIC Code F	Planning Area	195
SIC Code G	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
TOTAL SIC Code G	Planning Area	866

SIC Code	Jurisdiction	Number of Businesses (2006)
SIC Code H	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
TOTAL SIC Code H	Planning Area	490
SIC Code I	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
TOTAL SIC Code I	Planning Area	1,898
SIC Code J	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
TOTAL SIC Code J	Planning Area	181
SIC Code K	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
TOTAL SIC Code K	Planning Area	436

Source: Georgia Department of Labor, Area Labor Profiles - data from 2006.

1.3.4.2 Number of Employees by Sector

Augusta-Richmond County has a diversified economy much like the surrounding counties that make up the Augusta Metropolitan Statistical Area (MSA). Employment is highest in the service, public administration and retail trade sectors. The data from the Georgia Department of Labor indicate that these sectors account for approximately 77% of the total employment in Augusta-Richmond County.

The largest employment sector, the service sector employs 40,070 individuals within the County or 40% of the population. This sector includes health care and related facilities, educational institutions and business service establishments. Public administration makes up the second largest employment sector, employing 24,981 individuals within the County or 25%. This sector includes all individuals who work in local, state and federal government. The third largest employment sector is the retail trade sector employing 12% of the workforce or 11,994 individuals. The majority of the retail trade establishments are located in the Augusta-Richmond County including grocery, drug, department, furniture, and general merchandise stores.

Table 1-4 provides the complete number of employees employed by each business within each SIC code business sector. Again data was only available for Augusta-Richmond County as a whole, not for each of the individual municipalities within the County.

Table 1-4
Employment by Sector
Multi-Jurisdictional Plan

Industry	Jurisdiction	Number of Employees (2006)
Agriculture/Forestry/Fisheries	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
Agriculture/Forestry/Fisheries	Planning Area Total	126
Mining	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
Mining	Planning Area Total	126
Construction	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
Construction	Planning Area Total	4,525
Manufacturing	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
Manufacturing	Planning Area Total	9,823
Transportation/Communications	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
Transportation/Communications	Planning Area Total	2,356
Wholesale Trade	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
Wholesale Trade	Planning Area Total	3,196

Industry	Jurisdiction	Number of Employees (2006)
Retail Trade	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
Retail Trade	Planning Area Total	11,994
Finance/Insurance/Real Estate	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
Finance/Insurance/Real Estate	Planning Area Total	3,652
Services	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
Services	Planning Area Total	40,070
Public Administration	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
Public Administration	Planning Area Total	24,981
Non-classification	Augusta-Richmond County	Data not available by jurisdiction
	City of Hephzibah	
	City of Blythe	
Non-classification	Planning Area Total	51

Source: Georgia Department of Labor, Area Labor Profiles - data from 2006.

Section 2 Waste Disposal Stream Analysis

The purpose of the Waste Disposal Stream Analysis section is to provide an inventory of waste disposed within Augusta-Richmond County and the Cities of Hephzibah and Blythe by sector (i.e. residential, commercial, industrial, construction and demolition debris) and the types of waste being disposed (i.e. papers, plastics, metals, yard wastes, etc.). The results of the waste disposal stream analysis can be used to establish needs and goals for the remainder of the plan as well as guide local government decision-making regarding current and future solid waste management services and facility needs. The data also provides a basis for creating, implementing, and managing programs to assist the County as well as the State of Georgia in achieving a reduction in the amount of municipal solid waste disposed.



2.1 Inventory of Waste Disposed

Augusta-Richmond County maintains current records of all solid waste disposed of within the County as it owns and operates the only permitted, municipal solid waste landfill, located at 4330 Deans Bridge Road in Blythe. Augusta-Richmond County has three private contracted haulers that collect residential municipal solid waste within the Residential Service Area that is delivered to the Augusta-Richmond County Landfill. The Cities of Hephzibah and Blythe have private haulers that collect their municipal solid waste on an individual subscription basis with residents and deliver the waste to the Augusta-Richmond County Landfill. Private haulers who pick up commercial, industrial and construction and demolition debris (C&D) within the County also deliver it to the Augusta-Richmond County Landfill. Several private haulers as well as public collection operations from neighboring cities and counties deliver their solid waste to the Augusta-Richmond County landfill. Additionally all waste collected on the Fort Gordon base is transferred to the Augusta-Richmond County Landfill.

The Augusta-Richmond County Solid Waste Department provided the data that populates Table 2-1 which highlights all the waste disposed at the Augusta-Richmond County Landfill by sector. At this time, the Landfill only categorizes data in the residential and commercial waste sectors. The residential waste total for 2007 was 65,298 tons and includes all municipal solid wastes, C&D and special wastes from the residential sector collected from Augusta-Richmond County's residential service area. The commercial waste total for 2007 was 313,469 tons and includes all municipal solid wastes, C&D, industrial and special wastes from both the in-county and out-of-county commercial sector. At this time the Augusta-Richmond County Landfill does not delineate in-county or out-of-county commercial waste separately. The Augusta-Richmond County Landfill estimates that approximately 66% (or two-thirds) of the waste from the commercial sector is generated within Augusta-Richmond County and is considered to be "in-county" waste. The remaining 34% (or one-third) of the waste from the commercial sector is estimated to be generated outside of Augusta-Richmond County and is considered to be "out-of-county" waste. In 2007 the County collected 16,239 tons of yard waste. All yard waste delivered to the Landfill was ground and/or chipped into mulch or inert landfilled. The County at this time does not quantify how many tons of yard waste is ground/chipped for mulch or inert landfilled, but they estimate that 75% (approximately 12,179 tons) of this material is ground/chipped for mulch and is used for erosion control at the landfill as well as other Public Services projects within the County. The remaining 25% (approximately 4,060 tons) of these yard wastes are inert landfilled at the Augusta-Richmond County Landfill site. The Augusta-Richmond County Landfill also accepted for disposal approximately 1,606 tons of asbestos during 2007.

Table 2-1
Waste Disposed by Sector (Tons per Year)
2007

Jurisdiction	Residential	Commercial	Industrial	C&D	Yard Trimmings	Etc. (Asbestos)	TOTAL WASTE DISPOSED
Augusta-Richmond County	Data not available by jurisdiction	Data not available by jurisdiction	Data not available by jurisdiction	Data not available by jurisdiction	Data not available by jurisdiction ²	Data not available by jurisdiction	Data not available by jurisdiction
City of Hephzibah							
City of Blythe							
Total Planning Area	65,298 ¹	313,469 ²	DNA	DNA	~4,060 ³	1,606	384,433

Source: Data provided by the Augusta-Richmond County Solid Waste Department

¹The residential waste total includes all municipal solid wastes, C&D and special wastes in the total for the planning area. Currently Augusta-Richmond County does not break out their municipal solid waste, C&D, and industrial wastes separately.

²The commercial waste total includes municipal solid wastes, C&D, industrial wastes and special wastes for both "in-county" and "out-of-county" commercial waste delivered to the Augusta-Richmond County Landfill. Currently Augusta-Richmond County does not break out their municipal solid waste, C&D, and industrial wastes for either in-county or out-of-county commercial entities separately.

³The County at this time does not quantify how many tons of yard wastes are ground/chipped for mulch or inert landfilled, but they estimate that 75% of this material is ground/chipped. The remaining 25% of these yard wastes are inert landfilled

2.1.1 Waste Characterization

Identifying the type of waste that is currently being disposed in Georgia's landfills can play a critical role in solid waste system planning and design. This type of information can be used to identify materials to target for additional diversion and can serve as a baseline for measuring progress.

The Georgia Department of Community Affairs hired a consulting firm to perform a multi-phase, statewide municipal solid waste characterization study to better understand the composition of solid waste being disposed in Georgia. The purpose of this study was to prepare information that could be used by cities and counties across Georgia to estimate the composition of their disposed municipal solid waste streams. In 2005 the *Georgia Statewide Waste Characterization Study* was published. As part of this characterization study the Augusta-Richmond County Landfill was selected as a sorting location to determine waste stream composition. Table 2-2 provides actual data collected during the non-weighted average aggregate composition performed in the spring of 2004 at the Augusta-Richmond County

Landfill. During the landfill study 41 samples were taken (13 commercial and 28 residential) to determine the following waste stream composition average percentages.

Although Augusta-Richmond County is submitting a multi-jurisdictional plan, data was not available for the individual areas of Augusta-Richmond County, and the Cities of Hephzibah and Blythe specifically. Table 2-2 represents data for the entire County at the Augusta-Richmond County Landfill.

Table 2-2
Waste Composition
Augusta-Richmond County – 2004

Material Group	Material Categories	% of Waste Disposed			
		Residential	Commercial/ Institutional	Industrial	Average
Paper	Newspaper	Data Not Available			7.4%
	Corrugated Cardboard				6.1%
	Office				1.9%
	Magazine/Glossy				3.1%
	Paperboard				6.1%
	Mixed (recyclable)				3.4%
	Other (non-recyclable)				6.6%
Total Paper					34.6%
Plastic	#1 PET Bottles	Data Not Available			1.7%
	#2 HDPE Bottles				1.2%
	#3-#7 Bottles				0.3%
	Expanded Polystyrene				2.1%
	Film Plastic				8.6%
	Other Rigid Plastic				4.4%
Total Plastic					18.3%
Glass	Clear	Data Not Available			2.5%
	Green				0.7%
	Amber				1.7%
	Other				0.4%
Total Glass					5.3%

		% of Waste Disposed			
Material Group	Material Categories	Residential	Commercial/ Institutional	Industrial	Average
<i>Metal</i>	Steel Cans	Data Not Available			2.0%
	Aluminum Cans				0.9%
	Other Ferrous				1.2%
	Other Non-Ferrous				0.8%
Total Metal					5.0%
<i>Organics</i>	Yard Waste	Data Not Available			3.4%
	Wood (non- C&D)				1.2%
	Food Waste				13.9%
	Textiles				6.2%
	Diapers				3.0%
	Fines				2.8%
	Other Organics				1.2%
Total Organics					31.9%
<i>Construction and Demolition</i>	Drywall	Data Not Available			0.0%
	Wood				1.1%
	Inerts				1.1%
	Carpet				0.3%
	Other C&D				0.3%
Total C&D					2.9%
<i>Inorganics</i>	Televisions	Data Not Available			0.1%
	Computers				0.2%
	Other Electronics				0.6%
	Tires				0.0%
	HHW				0.6%
	Other Inorganics				0.7%
Total Inorganics					2.1%

Source: Data provided to Augusta-Richmond County by RW Beck as part of the 2005 Georgia Statewide Waste Characterization Study (Georgia Department of Community Affairs and RW Beck. Actual percentages are from a non-weighted average aggregate composition completed in the spring 2004 at Augusta-Richmond Landfill.

2.1.2 Unique Conditions and/or Seasonal Variations

Some areas of the State experience unique conditions or seasonal variations in population that affect their quantities of materials for disposal. Augusta-Richmond County at this time does not experience any unique conditions, shifts in manufacturing, landfill bans or seasonal variations in population that would affect their quantities of materials for disposal.

The County does however experience an annual one-time event increase in population due to the annual Masters Golf Tournament during the first full week in April, which is played at the Augusta National Golf Club in Augusta, Georgia. The County effectively handles the increased amount of solid waste generated during this event with their contracted service providers. In all of the County's solid waste collection contracts it is stated that in the full week proceeding, during and after the Masters Golf Tournament, an unlimited amount of Garbage will be collected. Several other departments within Augusta-Richmond County perform clean-up and waste removal duties three to four weeks prior to the tournament.

2.1.3 Waste Generating Disasters

Natural disasters strike with varying degrees of severity and pose both short- and long-term challenges to public service providers. The most severe natural disasters generate debris in quantities that can overwhelm existing solid waste management facilities or force communities to use collection and disposal options that otherwise would not be acceptable. Debris removal is a major component of every disaster recovery operation.

Some of the debris-generating natural disasters most likely to hit Augusta-Richmond County include flooding from the Savannah River, tornados, ice storms and hurricanes. Much of the debris generated from these natural disasters is not hazardous. Soil, building materials, and green wastes, such as trees and shrubs, make up most of this disaster debris volume. Most of this waste could be recycled or reused into useful commodities or inert landfilled.

In the event of a disaster, Augusta-Richmond County would enact the County's Emergency Management Agency's Local Emergency Operations Plan (LEOP). The Agency's director would coordinate all services as needed and would include utilizing the County's Department of Public Services and the Corrections Institutions as well as additional County departments. The Agency would also coordinate with local, state, and federal agencies to supply the tools and resources needed to handle any debris-generating natural disaster. The Augusta-Richmond County Emergency Management Agency Local Emergency Operations Plan (LEOP) may be found online at <http://augustaga.gov/departments/ema/docs/PublicLeop2004.pdf>. In addition to the LEOP, the County is currently working on the development of a Debris Management Plan which outlines the roles, responsibilities and functions of various county departments which would be involved in the process of disaster debris recovery.

2.2 Projections of Waste to be Disposed

Projections of the amount of waste to be disposed within Augusta-Richmond County have been delineated in Table 2-3 as a product of how the waste enters the Augusta-Richmond County Landfill. Since the Landfill accepts commercial sector waste from both in-county and out-of-county entities (and the Landfill does not separate these tonnages), we have made adaptations to Table 2-3 to accommodate this information.

The volume of solid waste generated within Augusta-Richmond County is directly dependent on population size. Previously shown in Table 1.1, Augusta-Richmond County's population is expected to slightly increase from 201,032 in 2007 to 207,229 in 2017. This increase in population will increase the amount of solid waste generated. The residential solid waste projections were based on the per capita waste generation for each year.

Augusta-Richmond County has several residential recycling enhancement programs that will be laid out during the planning period to help reduce the amount of waste disposed in the Landfill. Table 2-3 shows a slow increase in solid waste disposed until 2011 when new curbside collection contracts will be put into place. The County plans to reduce the twice a week waste collection service to a once a week waste collection service while continuing the once a week recycling collection service to all residents within the residential service area. The County also plans to promote the distribution of the 65-gallon wheeled carts as well as informational flyers and additional forms of education which will also help increase recycling rates. The County plans to evaluate the use of an incentive based recycling collection program that could boost recycling rates while lowering waste disposal. Additional decreases in solid waste disposal have been projected after 2013, but are dependent upon the feasibility of the incentive based program.

Since the Augusta-Richmond County Landfill accepts commercial sector waste from both in-county and out-of-county entities (and waste totals are not collected separately), we have delineated estimates for both categories in Table 2-3. Again the Landfill estimates that 66% (or two-thirds) of the commercial sector waste brought to the Landfill is generated within Augusta-Richmond County. The remaining 34% (or one-third) is estimated from out-of-county commercial sectors. For the purpose of these commercial waste projections, the volume of solid waste generated within this commercial sector is directly dependent on the amount of employees working in the business sector. For in-county estimates, projections were based on the fact that in 2006 there were approximately 100,900 employees working within the business sector in Augusta-Richmond County. It was assumed there would be a standard 1.5% increase in employment over the planning period for Augusta-Richmond County. For out-of-county estimates, projections were based on employment numbers within the business sector for the surrounding counties of McDuffie, Thompson and Dearing, Columbia, Screven, Jenkins and Washington. It was assumed there would be a standard 1.3% increase in employment over the

planning period for the previously listed counties. The commercial solid waste projections were based on the employee per capita waste generation for each year.

Augusta-Richmond County also has several commercial recycling enhancement programs that will be laid out during the planning period to help reduce the amount of waste disposed in the Landfill. Table 2-3 shows an increase in solid waste disposal until 2010 when the County plans to enact a multi-family and commercial recycling program. In 2009, the County will evaluate adding a front-load dumpster recycling collection route and, if feasible, will plan to add an additional collection route each year. In 2010, the County will evaluate implementing a multi-family recycling program with three collection routes and, if feasible, in 2013 these multi-family units will join the residential curbside collection incentive based recycling program. Both of these programs are expected to increase recycling rates and diversion as well as reduce solid waste for disposal. These projections recognize that private haulers have and will continue to pick up recyclables from commercial sector entities, but these recycling totals are not included in the projections as the volumes are unknown.

All commercial recycling enhancement programs will only effect the in-county commercial waste projections. Out-of-county waste projections are expected to increase over the planning period.

Table 2-3
Waste Disposal Projections
Multi- Jurisdictional Plan

Jurisdiction	Current Year 2008	Year 1 2009	Year 2 2010	Year 3 2011	Year 4 2012	Year 5 2013	Year 6 2014	Year 7 2015	Year 8 2016	Year 9 2017	Year 10 2018
Augusta-Richmond County	Data not available by jurisdiction	Data not available by jurisdiction	Data not available by jurisdiction	Data not available by jurisdiction	Data not available by jurisdiction	Data not available by jurisdiction	Data not available by jurisdiction	Data not available by jurisdiction	Data not available by jurisdiction	Data not available by jurisdiction	Data not available by jurisdiction
City of Hephzibah											
City of Blythe											
Residential Waste	65,298	63,954	62,610	59,767	50,386	47,478	44,571	41,664	38,758	38,900	39,043
In-County Commercial Waste	208,979	212,114	213,296	211,611	210,203	208,844	207,459	206,125	204,842	204,356	203,923
Out-of-County Waste	104,490	126,786	149,082	171,379	193,675	196,230	198,813	201,425	204,066	206,736	209,668
Inert Waste	5,665	5,679	5,692	5,706	5,724	5,742	5,760	5,779	5,797	5,818	5,840
TOTAL TONS	384,432	408,532	430,680	448,462	459,988	458,294	456,603	454,992	453,463	455,811	458,474

Source: "Current Year" data provided by Augusta-Richmond County Solid Waste Department Landfill data. Year 1 through Year 10 projections provided by Resource Recycling Systems

Note: Tonnage increases in final two years of plan as a result of no new waste reduction programs coming on line to help offset the expected increase in population.

2.3 Per Capita MSW Disposal Reduction Goal

To account for population growth in Augusta-Richmond County, the amount of solid waste disposed is evaluated on a per capita, per day basis. Again, the volume of solid waste generated is directly dependent on the County's population. *The Solid Waste Management Plan for the State of Georgia* (adopted in 2006) states that the per capita disposal rate in the State's municipal solid landfills was 7.39 pounds per person, per day in fiscal year 2004.

In Section 2.2, we outlined solid waste projections for the residential sector, in-county commercial sector, out-of-county commercial sector and inert wastes in Table 2-3. For the purpose of this section as we discuss the per capita waste disposal, we will only be projecting the per capita waste disposal rate for in-county wastes. Table 2-4 outlines this per capita waste disposal rate. During 2007, residents within Augusta-Richmond County on average disposed of 1.36 tons of waste per year or 7.45 pounds per person, per day. At the end of the planning period, the average resident will dispose of 1.17 tons of waste per year or 6.4 pounds per person, per day. This per capita disposal rate will decrease over the planning period as the County institutes their residential and commercial recycling enhancement programs as described in Section 2.2.

When developing the percent increase in per capita disposed from the base year, the base year for Augusta-Richmond County was 1993. During this year, 1,300 tons of solid waste was disposed in the Landfill. It was decided that this solid waste disposal number did not accurately describe the current waste disposal in Augusta-Richmond County. The percent increase in per capita disposed was then calculated off the 2007 solid waste number of 279,942 tons of in-county waste.

Table 2-4
Waste Disposed Target for Planning Period
Multi-Jurisdictional Plan

	Base Year 1993	Current Year 2008	Year 1 2009	Year 2 2010	Year 3 2011	Year 4 2012	Year 5 2013	Year 6 2014	Year 7 2015	Year 8 2016	Year 9 2017	Year 10 2018
Augusta-Richmond County												
Population/Projected Population	DNA	196,353	196,822	197,292	197,919	198,549	199,180	199,814	200,449	201,185	201,924	202,666
Tons Disposed	Data Not Available											
Per Capita Tons Disposed												
Reduction in Per Capita Disposed from Base Year												
City of Hephzibah												
Population/Projected Population	DNA	4,353	4,363	4,373	4,387	4,401	4,415	4,429	4,443	4,459	4,476	4,493
Tons Disposed	Data Not Available											
Per Capita Tons Disposed												
Reduction in Per Capita Disposed from Base Year												
City of Blythe												

	Base Year 1993	Current Year 2008	Year 1 2009	Year 2 2010	Year 3 2011	Year 4 2012	Year 5 2013	Year 6 2014	Year 7 2015	Year 8 2016	Year 9 2017	Year 10 2018
Population/Projected Population	N/A	806	808	810	813	815	818	820	823	826	829	832
Tons Disposed	Data Not Available											
Per Capita Tons Disposed												
Reduction in Per Capita Disposed from Base Year												
Total for Planning Area												
Population/Projected Population	192,005	201,512	201,993	202,475	203,119	203,765	204,413	205,063	205,715	206,471	207,229	207,990
Tons Disposed – In County Only	1,300	279,942	281,746	281,598	277,083	266,312	262,064	257,790	253,567	249,396	249,075	248,806
Per Capita Tons Disposed	0.01	1.36	1.37	1.37	1.34	1.28	1.26	1.23	1.21	1.18	1.18	1.17
Increase in Per Capita Disposed from Base Year	-----	-----	0.7%	0%	-2.2%	-4.5%	-1.6%	-2.4%	-1.6%	-2.5%	0%	-0.8%

Source: Resource Recycling Systems projections.

Section 3 Waste Reduction Element

The purpose of the Waste Reduction Element section is to inventory, describe and assess the waste reduction programs implemented throughout Augusta-Richmond County. All public and private programs and facilities are inventoried for source reduction, recycling, composting/mulching and special material handling. These programs are then assessed to determine if they are targeting the appropriate waste generating sector and waste stream as well as contributing to the achievement of the State of Georgia's waste disposal reduction effort helping to mitigate any potential environmental risk.

3.1 Inventory of Waste Reduction Programs

3.1.1 Source Reduction

Source reduction and reuse programs are by nature difficult to inventory since they are actions that lead to the avoidance or prevention of waste generated for recycling or disposal. Source reduction can include reducing the amount of solid waste generated at the source, redesigning products/packaging to use less materials, voluntary human behavior change which results in the selection of products and materials which last longer or reduce the amount of materials discarded and increasing the durability/reusability of materials to result in longer lasting products.

At this time Augusta-Richmond County supports and promotes four local non-profits that help divert solid waste from the landfill through their source reduction and reuse efforts. Augusta Urban Ministries accepts furniture and household items that are then given and reused for families in need of assistance. The County houses four Goodwill Industry stores that accept furniture, household items, clothing and shoes. These items are later resold to the general public and families in need. The County also has three Salvation Army resale stores that accept furniture, household items, clothing, shoes and cars that are resold to the general public and families in need. A Habitat for Humanity ReStore is also located within the County and accepts used/new building materials and tools that are reused in Habitat for Humanity community building projects and are also resold to the general public.

3.1.2 Recycling

Waste reduction and recycling activities are available to residents in Augusta-Richmond County and the Cities of Hephzibah and Blythe, just in different capacities. Table 3-1 outlines all the recycling programs that are available to these residents within Augusta-Richmond County.

**Table 3-1
Recycling Programs in Planning Area**

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted	Tons Diverted (2007)
Curbside Recycling	Augusta-Richmond County	January 2007 – July 2007 – 62,000 households	Advanced Disposal, Augusta Disposal & Recycling, Inland Services Corporation	Commingled recycling stream (cardboard, mixed paper, office paper, newspapers, magazines, #1 and #2 plastics, aluminum, steel, tin and other metals)	336 tons (total for all 3 haulers January – February 2007)
Curbside Recycling	Augusta-Richmond County	August 2007 to present - 62,000 households (total between 3 haulers - Advanced Disposal, Augusta Disposal & Recycling and Inland Services Corporation)	Advanced Disposal, Augusta Disposal & Recycling, Inland Services Corporation	Single stream recycling (cardboard, mixed paper, office paper, newspapers, magazines, #1 and #2 plastics, aluminum, steel, tin and other metals)	605 (total for all 3 haulers August - December 2007)
Curbside Recycling	City of Blythe	Potential of 333 households – based on subscription service, residents choose hauler of choice	Private haulers	Cardboard, mixed paper, office paper, newspapers, magazines, #1 and #2 plastics, aluminum, steel, tin and other metals	Data Not Available
Curbside Recycling	City of Hephzibah	Potential of 1,385 households – based on subscription service, residents choose hauler of choice	Private haulers	Cardboard, mixed paper, office paper, newspapers, magazines, #1 and #2 plastics, aluminum, steel, tin and other metals	Data Not Available
Courtesy Drop-off Center at Landfill Site (Late 2008)	Augusta-Richmond County, Blythe and Hephzibah	All County residents and businesses	Augusta-Richmond County	Cardboard, mixed paper, office paper, newspapers, magazines, #1 and #2 plastics, aluminum, steel, tin and other metals	Data Not Available

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted	Tons Diverted (2007)
Drop-off Trailers - Aluminum Cans	Augusta-Richmond County, Blythe and Hephzibah	All County residents can drop-off aluminum cans in the provided trailers at the Doctors Hospital Burn Center and local fire stations at the following locations – Richmond Hill Rd., Windsor Spring Rd., Old Waynesboro Rd., Walton Way Ext.	Hauling coordinated by the Southeastern Firefighters Burn Foundation	Aluminum cans	Data Not Available
Enclosed Roll-off Drop-off Locations	Augusta-Richmond County, Blythe and Hephzibah	All County residents can drop-off newspapers and magazines in the provided dumpsters at the following locations – McBean Community Center, Publix (Washington Rd.), Publix (Fury's Ferry Rd.), St. Teresa Catholic Church, Holy Trinity Catholic Church and Municipal Building parking lot.	Smurfit-Stone, Sonoco, and SP Recycling Corp.	Newspapers and magazines	Data Not Available
Private Entity Drop-off (reuse)	Augusta-Richmond County, Blythe and Hephzibah	All County residents	Goodwill Industries, Salvation Army, Augusta Urban Ministries, and Habitat for Humanity	Used furniture, household items, clothing, shoes, and building materials (see Table 3-2 for more details)	Data Not Available

Type of Program	Jurisdictions	Population Served	Operated by:	Materials Accepted	Tons Diverted (2007)
Private Entity Drop-off (direct recovery)	Augusta-Richmond County, Blythe and Hephzibah	All County residents	Advance Auto Parts, Jiffy Lube, Publix, Circuit City, Best Buy, Staples, Office Max and Office Depot	Used motor oil, antifreeze, plastic bags, Styrofoam, rechargeable batteries, ink jet cartridges, cell phones, and electronic wastes (see Table 3-2 for more details)	Data Not Available
Business Recycling Program	Augusta-Richmond County, Blythe and Hephzibah	All interested businesses within the County	Private haulers	Cardboard	Data Not Available

Source: Augusta-Richmond County Solid Waste Department

Recycling began in the residential service area of Augusta-Richmond County in August 2000 with a source separated collection program. Over the years the program evolved to a commingled collection program and later in 2007 to a single stream program. During 2007 the residents within the residential service area of Augusta-Richmond County had access to two different curbside recycling programs. At the beginning of 2007, residents in the residential service area had access to a weekly commingled curbside recycling program complete with 18-gallon bins collecting cardboard, mixed paper, office paper, newspapers, magazines, #1 and #2 plastics, aluminum, steel, tin and other metals for recycling. Augusta-Richmond County established contracts with private collection companies for these curbside recycling collection services. All recyclables collected from this commingled curbside program were sent to the North Augusta Materials Recovery Facility (MRF). The North Augusta (MRF) documented 336 tons of commingled recyclables collected from January to February 2007.

Residents in the residential service area within Augusta-Richmond County transferred to a single-stream curbside program starting in August 2007 which continues to the present. As part of this new program, residents are available to call the Augusta-Richmond County Solid Waste office to request a 65-gallon wheeled cart for their single stream recycling. Residents have access to a weekly, single-stream curbside recycling program complete with either their original 18-gallon bin (as part of the previous program) or 65-gallon wheeled cart (as requested by the resident) collecting cardboard, mixed paper, office paper, newspapers, magazines, #1 and #2 plastics, aluminum, steel, tin and other metals for recycling. To date, Augusta-Richmond County has distributed approximately 7,000, 65-gallon wheeled carts for recycling. Augusta-Richmond County currently provides these services through contracts with three private

collection companies (Advanced Disposal, Augusta Disposal & Recycling, and Inland Services Corporation) for these curbside collection services. Recyclables are collected from residents living in apartments (up to four units), condominiums (up to four units), attached housing (up to four units – duplex, triplex and quadraplex), mobile homes and mobile home parks (up to ten units). All recyclables collected from this single-stream curbside program are being sent to Pratt Industries and SP Recycling Corporation for processing. During the time period from August to December 2007, 605 tons of recyclables were collected from approximately 62,000 households located within the residential service area.

The rural areas of Augusta as well as the Cities of Hephzibah and Blythe have access to curbside recycling services through a subscription basis with private haulers within Augusta-Richmond County. It is not known how many households have curbside recycling services or the amount of recyclables that are collected as the service is provided on an individual residential basis therefore the quantities are difficult to quantify.

Augusta-Richmond County is currently in the process of building a Courtesy Citizen Drop-off Area where all residents within Augusta-Richmond County, rural Augusta, City of Hephzibah and City of Blythe will have access to a staffed drop-off center for garbage and recyclables at the Augusta-Richmond County Landfill located at 4330 Deans Bridge Road in Blythe. Residents will be able to drop off their cardboard, mixed paper, office paper, newspapers, magazines, #1 and #2 plastics, aluminum, steel, tin and other metals for recycling, as well as their municipal solid waste, scrap tires and yard waste. The Courtesy Citizen Drop-off Area is expected to be complete in late 2008.

County residents have access to aluminum can recycling trailers located throughout the County benefiting the Southeastern Firefighters Burn Foundation. County residents can also recycle their newspapers and magazines at several enclosed roll-off drop-off sites within the County operated by private collection companies.

The County also has several non-profits and businesses that accept a range of materials for reuse or recycling. Table 3-2 outlines these non-profits and businesses and the materials they accept for recycling or reuse.

Table 3-2
Business that Accept Recyclables from the Planning Area

Name	Location	Accepts Material from:		Materials Accepted
		Geographic Area	Sector	
Advance Auto Parts	2112 Lumpkin Rd.	Entire Planning Area	Residential	Used Motor Oil
Advance Auto Parts	2522 Tobacco Rd.	Entire Planning Area	Residential	Used Motor Oil
Advance Auto Parts	1933 Walton Way	Entire Planning Area	Residential	Used Motor Oil
Advance Auto Parts	3602 Peach Orchard Rd.	Entire Planning Area	Residential	Used Motor Oil
Advance Auto Parts	3504 Wrightsboro Rd.	Entire Planning Area	Residential	Used Motor Oil
Advance Auto Parts	5140 Wrightsboro Rd.	Entire Planning Area	Residential	Used Motor Oil
Advance Auto Parts	2522 Tobacco Rd.	Entire Planning Area	Residential	Used Motor Oil
Advance Auto Parts	4483 Columbia Rd.	Entire Planning Area	Residential	Used Motor Oil
Advance Auto Parts	4018 Washington Rd.	Entire Planning Area	Residential	Used Motor Oil
Advanced Disposal Service	5734 Columbia Rd.	Entire Planning Area	Residential and Commercial	Cardboard, newspapers, mixed paper, office paper, #1 and #2 plastics, aluminum, steel and tin
Augusta Disposal and Recycling, Inc.	851 Triangle Industrial Ct.	Entire Planning Area	Residential and Commercial	Cardboard, newspapers, mixed paper, office paper, #1 and #2 plastics, aluminum, steel and tin
Augusta Industrial Services	15 Lovers Lane	Entire Planning Area	Commercial	Waste oil recovery
Augusta Steel and Metal Company, Inc.	1468 Gordon Hwy	Entire Planning Area	Residential and Commercial	Nonferrous metals (copper, brass, lead, stainless steel, aluminum cans, scrap aluminum, radiators and air conditioner coils)

		Accepts Material from:		
Name	Location	Geographic Area	Sector	Materials Accepted
Augusta Urban Ministries	303 Hale St.	Entire Planning Area	Residential and Commercial	Used furniture and household items (non-profit reuse)
Best Buy	3667 Walton Way Ext	Entire Planning Area	Residential	Ink jet cartridges, cell phones and rechargeable batteries
Bricko Farms, Inc.	824 Sand Bar Ferry Rd.	Entire Planning Area	Commercial	Yard trimmings, wood, leaves, cow, cricket and horse manure
Campbell Recycling	250 Dan Bowles Rd.	Entire Planning Area	Residential and Commercial	Batteries, aluminum, brass, copper, stainless steel, radiators and nonferrous metals
Circuit City	239 Robert C Daniel Jr. Parkway	Entire Planning Area	Residential	Cell phones and rechargeable batteries
CMC Augusta	1890 Old Savannah Road	Entire Planning Area	Residential and Commercial	Ferrous and nonferrous metals (including cars and auto parts)
Environmental Alternatives	50 Eagle Pointe Ct.	Entire Planning Area	Commercial	Light bulbs
Goodwill Industries	2807 Wylids Rd Ext	Entire Planning Area	Residential and Commercial	Used furniture, household items, clothing and shoes (non-profit reuse)
Goodwill Industries	3120 Peach Orchard Rd	Entire Planning Area	Residential and Commercial	Used furniture, household items, clothing and shoes (non-profit reuse)
Goodwill Industries	330 Furys Ferry Rd	Entire Planning Area	Residential and Commercial	Used furniture, household items, clothing and shoes (non-profit reuse)
Goodwill Industries	2807 Wylids Rd Ext	Entire Planning Area	Residential and Commercial	Used furniture, household items, clothing and shoes (non-profit reuse)
Habitat for Humanity ReStore	1002 Walton Way	Entire Planning Area	Residential and Commercial	Building materials and tools (new or used – non-profit reuse)

		Accepts Material from:		
Name	Location	Geographic Area	Sector	Materials Accepted
Jiffy Lube	1642 Walton Way	Entire Planning Area	Residential	Used motor oil, transmission fluid and anti-freeze
Jiffy Lube	3346 Wrightsboro Rd	Entire Planning Area	Residential	Used motor oil, transmission fluid and anti-freeze
Jiffy Lube	216 Bobby Jones Expressway	Entire Planning Area	Residential	Used motor oil, transmission fluid and anti-freeze
Jiffy Lube	2028 Windsor Spring Rd	Entire Planning Area	Residential	Used motor oil, transmission fluid and anti-freeze
Jiffy Lube	4405 Washingtgn Rd	Entire Planning Area	Residential	Used motor oil, transmission fluid and anti-freeze
Jiffy Lube	2734 Washington Rd	Entire Planning Area	Residential	Used motor oil, transmission fluid and anti-freeze
Jiffy Lube	2802 Regency Blvd	Entire Planning Area	Residential	Used motor oil, transmission fluid and anti-freeze
Jiffy Lube	2506A Tobacco Rd	Entire Planning Area	Residential	Used motor oil, transmission fluid and anti-freeze
Newell Recycling	960 Molly Pond Rd	Entire Planning Area	Commercial	Ferrous and nonferrous metals
Office Depot	3675 Walton Way Ext.	Entire Planning Area	Residential	E-waste (computers, monitors, laptops, desktop printers, faxes, telephones, cameras, VCR's, DVD players, cords, cables, keyboards, mice and speakers), ink and toner cartridges, cell phones and rechargeable batteries

		Accepts Material from:		
Name	Location	Geographic Area	Sector	Materials Accepted
Office Max	4221 Washington Rd.	Entire Planning Area	Residential	Ink and toner cartridges, and cell phone batteries
Publix Super Markets	4274 Washington Rd.	Entire Planning Area	Residential	Paper bags, plastic bags and styrofoam egg containers
Publix Super Markets	2816 Washington Rd.	Entire Planning Area	Residential	Paper bags, plastic bags and styrofoam egg containers
Salvation Army	1384 Greene Street	Entire Planning Area	Residential and Commercial	Used clothing and household items & used vehicles for auction (non-profit reuse)
Salvation Army	2818 Peach Orchard Rd	Entire Planning Area	Residential and Commercial	Used vehicles for auction
Salvation Army	1507 North Leg Road	Entire Planning Area	Residential and Commercial	Used furniture, household items, clothing and shoes & used vehicles for auction (non-profit reuse)
Shaw Industries, Inc.	1419 Columbia Nitrogen Drive	Entire Planning Area	Residential and Commercial	Post consumer nylon 6 carpet
Shear-Wood Inc	2348 Gordon Hwy	Entire Planning Area	Residential and Commercial	Yard waste and yard trimmings
Smurfit-Stone Recycling	1311 Walker St	Entire Planning Area	Residential and Commercial	Cardboard, newspapers, mixed paper, office paper, #1 and #2 plastics, plastic film, ferrous and nonferrous metals
Sonoco	1525 Government St	Entire Planning Area	Commercial	Cardboard, newspapers, magazines, mixed paper, office paper

		Accepts Material from:		
Name	Location	Geographic Area	Sector	Materials Accepted
Staples	246 Robert C Daniel Jr. Parkway	Entire Planning Area	Residential	E-waste (computers, monitors, laptops, desktop printers, faxes, keyboards, mice and speakers), ink and toner cartridges, cell phones and rechargeable batteries
The Battery Box	128 Sand Bar Ferry Rd	Entire Planning Area	Residential and Commercial	Batteries and lead metal

Source: Augusta-Richmond County Solid Waste Department list of local recycling businesses, the Georgia Recycling Markets Directory, and the 2007-2008 Augusta AT&T Yellow Pages phonebook.

3.1.2.1 Recycling Facilities

The recycling processing facilities listed in Table 3-3 serve the residents and businesses within Augusta-Richmond County.

During 2007 two different recycling processing facilities were used for all recyclables collected in the curbside recycling program. The North Augusta Material Recovery Facility located in North Augusta, South Carolina processed the recyclables collected from the commingled curbside recycling program from January to July 2007. In August 2007, Augusta-Richmond County moved to a single stream curbside collection program. All recyclables collected in this curbside program are being direct hauled to the Augusta-Richmond County leased Waste Management, Inc.–Transfer Station facility located in Augusta, Georgia. From this Transfer Station, the materials are transported to both Pratt Industries and SP Recycling Corporation both located in Atlanta, Georgia for processing. The County is currently constructing a Courtesy Citizen Drop-off Area which, upon completion in late 2008, will begin accepting all recyclable materials collected through the curbside program.

Augusta-Richmond County is using Newell Recycling for all the scrap metals and white goods collected at the Landfill and through the residential bulky waste curbside collection program. During 2007, 95 tons of scrap metal were collected and delivered to Newell Recycling for scrap metal processing. The County uses Ridge Recycling for all the scrap tires collected at the Landfill site. During 2007, 285 tons of residential tires were collected and delivered to Ridge Recycling for shredding and processing.

Table 3-3
Recycling Facilities

Facility Name	Facility Type	Owner/ Operator	Jurisdictions Served	Sectors Served	Materials Accepted	Tons Processed (2007)	Average Tons Per Day Processed ¹	Maximum Processing Capacity (TPD)
CMC Augusta	Scrap Metal Processors		Augusta-Richmond County, Hephzibah and Blythe	Residential, Commercial, Industrial, Demolition Contractors, Scrap Dealers and Car Crushers	Ferrous, nonferrous metals and white goods	Data Not Available	Data Not Available	Data Not Available
Fort Gordon Recycling Center	Material Recovery Facility	U.S. Army	Fort Gordon U.S. Army Base	Residential and Institutional	Paper, cardboard, plastics, metals, and clear glass	Estimate 3,000	Estimate 10	Unknown
Newell Recycling	Scrap Metal Processor	Sharon Newell Shirley	Augusta-Richmond County, Hephzibah and Blythe	Residential, Commercial, Industrial, Demolition Contractors, Scrap Dealers and Car Crushers	Ferrous, nonferrous metals and white goods	Data Not Available	Data Not Available	Data Not Available

Facility Name	Facility Type	Owner/ Operator	Jurisdictions Served	Sectors Served	Materials Accepted	Tons Processed (2007)	Average Tons Per Day Processed ¹	Maximum Processing Capacity (TPD)
North Augusta Regional Material Recovery Facility	Material Recovery Facility	City of North Augusta	Augusta-Richmond County, Hephzibah and Blythe (processed materials prior to August 2007)	Residential and Commercial	Cardboard, newspapers, magazines, mixed paper, office paper, #1 and #2 plastics, glass (clear, brown, and green), aluminum, steel and tin	17,118 ²	150	Unknown facility has not reached capacity
Pratt Industries	Material Recovery Facility	Anthony Pratt	Augusta-Richmond County, Hephzibah and Blythe	Residential and Commercial	Cardboard, newspapers, magazines, mixed paper, office paper, #1 and #2 plastics, glass (clear, brown, and green), aluminum, steel and tin	Data Not Available	Data Not Available	Data Not Available
Ridge Recycling	Scrap Tire Processor	Jeff Kindale	Augusta-Richmond County, Hephzibah and Blythe	Residential, Commercial and Industrial	Scrap tires	30,000	150	Facility has not reached capacity estimate 250
Smurfit-Stone Corporation	Packaging Company, Material Recovery Facility	Nationwide Corporation	Augusta-Richmond County, Hephzibah and Blythe	Residential and Commercial	Cardboard, newspapers, magazines, #1 and #2 plastics	Data Not Available	Data Not Available	Data Not Available

Facility Name	Facility Type	Owner/Operator	Jurisdictions Served	Sectors Served	Materials Accepted	Tons Processed (2007)	Average Tons Per Day Processed ¹	Maximum Processing Capacity (TPD)
Sonoco	Material Recovery Facility	Harris DeLoach	Augusta-Richmond County, Hephzibah and Blythe	Residential and Commercial	Cardboard, newspapers, and magazines	Data Not Available	Data Not Available	Data Not Available
SP Recycling Corporation	Material Recovery Facility and Paper Processor	SP Newsprint Company	Augusta-Richmond County, Hephzibah and Blythe	Residential and Commercial	Cardboard, newspapers, magazines, mixed paper and office paper	35,000	180	Estimate 360-400

DNA = Data Not Available

¹ Based on actual number of days facility operated during year.

² North Augusta MRF could not break out recycling and waste numbers. The 17,118 tons included in the table is both their processing total for waste and recycling together.

Source: Augusta-Richmond County Solid Waste Department, website search and phone calls to each of the recycling processors

3.1.3 Yard Trimmings Programs and Facilities

In 1996, the State of Georgia banned yard trimmings from lined municipal solid waste (MSW) landfills as part of an effort to extend landfill disposal capacity. After this ban was put into place each City, County and solid waste management authority was required to impose restrictions on yard trimmings generated in or disposed within their jurisdiction. Table 3-4 outlines all yard trimming programs operating in Augusta-Richmond County.

All residents within Augusta-Richmond County's residential service area have access to a weekly yard trimming curbside collection program collecting leaves, grass clippings, branches, brush, flowers, roots, wood waste, sod, and other biodegradable materials. These yard trimmings or yard waste are either bundled or placed in open top cans or Kraft brown paper bags and left at the curb for collection. These curbside yard trimming collection services are provided by Augusta-Richmond County through contracts with the same private collection companies (Advanced Disposal, Augusta Disposal & Recycling, and Inland Services Corporation) that provide waste and recycling collection services for the County. During 2007, 10,551 tons of yard trimmings were collected through this curbside yard trimming program from approximately 62,000 households. All yard wastes delivered to the Landfill were ground/chipped into mulch or inert landfilled. The County at this time does not quantify how many tons of yard wastes are ground/chipped for mulch or inert landfilled, but they estimate that 75% of this material is ground/chipped for mulch which is used for erosion control at the landfill and other Public Services projects throughout the County. The remaining 25% of these yard wastes are inert landfilled at the Augusta-Richmond Landfill site. At this time, the residents of rural Augusta and the Cities of Hephzibah and Blythe do not have access to curbside yard trimming collection services through private collection haulers. In 2007, an additional 5,688 tons of yard trimmings and inert materials were collected at the Landfill site.

Augusta-Richmond County is currently in the process of building a Courtesy Citizen Drop-off Area where all residents within Augusta-Richmond County, rural Augusta, City of Hephzibah and City of Blythe will have access to a staffed drop-off center at the Augusta-Richmond County Landfill located at 4330 Deans Bridge Road in Blythe. Residents will be able to drop off their leaves, grass clippings, branches, brush, flowers, roots, wood waste, sod, and other biodegradable materials for mulching. The Courtesy Citizen Drop-off Area is expected to be complete in late 2008.

There are several private tree and landscaping entities that operate within Augusta-Richmond County. Many of these entities provide yard trimmings/yard waste removal and collection services to residential, commercial and industrial locations throughout the County. These private entities either chip or mulch these yard wastes for later resale or dispose of them in inert landfills. It is not known at this time how much of this material is either mulched or inert landfilled from these entities. Additionally some residents may utilize backyard composting for their yard trimmings. At this time there are no quantities available to report.

Table 3-4
Yard Trimmings Programs
(2007)

Program	Owner/Operator	Jurisdictions Served	Sector Served*	Materials Accepted	Quantity	Program Maximum Capacity	Final Disposition
Augusta-Richmond County Public Services Department – Trees & Landscape Division	Augusta-Richmond County	Augusta-Richmond County	R	Magnolia leaves, grass clippings, limbs, and brush	900 tons	Unknown	Magnolia leaves and grass clippings go to Bricko Farms, Inc. Limbs and brush go to Augusta-Richmond County's Inert Landfill
Augusta-Richmond County Public Services Department – Roads & Maintenance Division	Augusta-Richmond County	Augusta-Richmond County	R	Leaves, grass, yard trimmings, and land clearing debris	2200 tons	Unknown	Materials go to Augusta-Richmond County's Inert Landfill

Program	Owner/Operator	Jurisdictions Served	Sector Served*	Materials Accepted	Quantity	Program Maximum Capacity	Final Disposition
Curbside collection of yard waste	Advanced Waste Systems	Augusta-Richmond County	R	Leaves, grass, yard trimmings, limbs, land clearing debris, Christmas trees	10,551 tons (total for all 3 haulers and drop-off – Advanced Waste Systems, Augusta Waste Disposal & Recycling and Inland Services Corporation)	Unknown	Approx. 75% grind/chipped for mulch. Mulch is used in the operation of Landfill for roads, erosion control, etc., used for Public Services projects and sold to County residents. 25% inert landfilled.
Curbside collection of yard waste	Augusta Waste Disposal & Recycling	Augusta-Richmond County	R	Leaves, grass, yard trimmings, limbs, land clearing debris, Christmas trees	10,551 tons (total for all 3 haulers and drop-off – Advanced Waste Systems, Augusta Waste Disposal & Recycling and Inland Services Corporation)		Approx. 75% grind/chipped for mulch. Mulch is used in the operation of Landfill for roads, erosion control, etc., used for Public Services projects and sold to County residents. 25% inert landfilled.

Program	Owner/Operator	Jurisdictions Served	Sector Served*	Materials Accepted	Quantity	Program Maximum Capacity	Final Disposition
Curbside collection of yard waste	Inland Services Corporation	Augusta-Richmond County	R	Leaves, grass, yard trimmings, limbs, land clearing debris, Christmas trees	10,551 tons (total for all 3 haulers and drop-off – Advanced Waste Systems, Augusta Waste Disposal & Recycling and Inland Services Corporation)		Approx. 75% grind/chipped for mulch. Mulch is used in the operation of Landfill for roads, erosion control, etc., used for Public Services projects and sold to County residents. 25% inert landfilled.
Collected at Landfill Site	Augusta-Richmond County	Augusta-Richmond County, Blythe and Hephzibah	R, C	Leaves, grass, yard trimmings, limbs, land clearing debris, Christmas trees	5,688 tons		Approx. 75% grind/chipped for mulch. Mulch is used in the operation of Landfill for roads, erosion control, etc., used for Public Services projects and sold to County residents. 25% inert landfilled.
Private tree/landscaping entities	Private entities	Augusta-Richmond County, Blythe and Hephzibah	R, C, I, CD	Leaves, grass, yard trimmings, limbs, land clearing debris	N/A		Inert landfilling

Program	Owner/Operator	Jurisdictions Served	Sector Served*	Materials Accepted	Quantity	Program Maximum Capacity	Final Disposition
Private tree/landscaping entities	Private entities	Augusta-Richmond County, Blythe and Hephzibah	R, C, I, CD	Leaves, grass, yard trimmings, limbs, land clearing debris	N/A		On-site mulching/grinding for retail sale
Residential backyard composting	Individual residents	Augusta-Richmond County, Blythe and Hephzibah	R	Leaves, grass, yard trimmings, and limbs	N/A		Backyard composting

* R – Residential, C – Commercial, I – Industrial, CD – Construction & Demolition, IN – Institutional

Source: Augusta-Richmond Solid Waste Department

3.1.4 Items Requiring Special Handling

Electronics, household hazardous waste, lead acid batteries, tires and white goods are all considered items that require special management procedures to deal with their disposal or recycling. Table 3-5 provides an inventory of all the programs that Augusta-Richmond County has to deal with these special wastes.

Table 3-5
Management of Special Materials

Material	Targeted Sector(s) ¹	Management Strategy	Final Disposition of Material(s)
Electronics	R	Two coordinated annual one-day collection events with the Central Savannah River Area Environmental Science Education Cooperative. Computers and other electronic waste is collected and recycled. Beginning in late 2008, electronics will be collected at Augusta-Richmond County Courtesy Citizen Drop-off Area.	Private recycler dismantles electronics and parts and metals are sold.
White Goods	R	All residents within the residential service area within Augusta-Richmond County can place their white goods and other scrap metals at the curb for collection and recycling.	Metals are sent to Newell Recycling for processing and recycling.
White Goods	CD, I, C	Commercial and industrial entities hire private contractors/haulers to pick up their white goods and other scrap metals.	Metals are processed and recycled.
Tires	R	All residents within the residential service area within Augusta-Richmond County can place their scrap tires at the curb for collection and recycling. Additionally the Landfill accepts scrap tires from all Augusta-Richmond County departments for recycling.	Scrap tires are sent to Ridge Recycling for processing and recycling.
Additional Special Handling Materials	R	All Augusta-Richmond County, rural Augusta, City of Hephzibah and City of Blythe residents will be able to drop-off used motor oil, automotive fluids, and batteries at the Augusta-Richmond County Courtesy Citizen Drop-off Area in late 2008.	Will be sent to private recyclers.

¹ R= Residential, I=Industrial, C=Commercial, CD= C&D

Source: Augusta-Richmond County Solid Waste Department

The Central Savannah River Area Environmental Science Education Cooperative coordinates and manages two one-day collection events each year for the collection of computers and electronic wastes. At each event, the Cooperative on average collects 22,000 pounds of computers and electronic waste. The materials are sent to Creative Recycling in Atlanta,

Georgia and later processed in Tampa, Florida. Creative Recycling dismantles these electronics for parts and metals which are later resold. There are several other additional private entities within the County that accept electronics for recycling. See Table 3-2 for a list of businesses that accept these materials.

Augusta-Richmond County accepts white goods as well as other metals through their contracted residential curbside collection program and at the Landfill. All residents within Augusta-Richmond County's residential service area can put these materials as well as tires out as bulky waste. The contracted private haulers bring these materials to the Augusta-Richmond County Landfill where they are sorted for recycling and waste. These white goods and other metals are sent to Newell Recycling for processing and recycling. During 2007, 95 tons of white goods and scrap metals were collected as part of the curbside collection program as well as at the Landfill. Additionally, many private contractors and haulers operate within the County that pick-up and process white goods and other scrap metals from commercial and industrial entities.

Augusta-Richmond County also accepts scrap tires as part of their contracted curbside collection program from residents within the residential service area and at the Landfill. The scrap tires are sent to Ridge Recycling for shredding, processing and recycling. During 2007, 285 tons of tires were collected for recycling.

At this time, Augusta-Richmond County does not have a program to handle household hazardous wastes or lead acid batteries. When the County's new Courtesy Citizen Drop-off Area opens in late 2008, batteries will be collected for recycling. Several private entities accept rechargeable batteries for recycling; see Table 3-2 for a list of these businesses.

3.2 Disaster Debris Management – Waste Reduction Strategy

Natural disasters strike with varying degrees of severity and pose both short- and long-term challenges to public service providers. The most severe natural disasters generate debris in quantities that can overwhelm existing solid waste management facilities or force communities to use disposal options that otherwise would not be acceptable. Debris removal is a major component of every disaster recovery operation. Much of the debris generated from natural disasters is not hazardous. Soil, building material, and green waste, such as trees and shrubs, make up most of the volume of disaster debris. Most of this waste can be recycled or reused into useful commodities or inert landfilled. The Augusta-Richmond County plan, relying on consolidation sites, provides opportunities for recycling as follows.

In the event of a disaster, Augusta-Richmond County would enact the County's Emergency Management Agency's Local Emergency Operations Plan (LEOP). The Agency's director would coordinate all services as needed and would include utilizing the County's Department of Public

Services and the Corrections Institutions as well as additional County departments. The Agency would also coordinate with local, state, and federal agencies to supply the tools and resources needed to handle any debris-generating natural disaster. The Augusta-Richmond County Emergency Management Agency Local Emergency Operations Plan (LEOP) may be found online at <http://augustaga.gov/departments/ema/docs/PublicLeop2004.pdf>. In addition to the LEOP, the County is currently working on the development of a Debris Management Plan which will outline the roles, responsibilities and functions of various county departments that would be involved in the process of disaster debris recovery.

The current practice calls for Augusta-Richmond County to partner with the County's Department of Public Services and the Corrections Institutions to mobilize inmate forces, as well as any additional Augusta-Richmond County departments to utilize joint assets (e.g.: collection vehicles, etc.), and set up centralized remote consolidation sites on existing publicly controlled land. The County's strategy would be two-fold: (1) remove debris that is an immediate threat to public safety (e.g.: removing downed trees from streets, etc.) and (2) remove remaining debris to assist with general clean up and recovery within the community. Management of these consolidation sites will include piling more recyclable woody biomass debris separately from other debris. Grinding equipment would be taken to the consolidation sites where the woody biomass debris would be chipped or ground before loading onto transfer vehicles to be brought back to the County Landfill wood waste processing site for further processing, reuse or inert landfilling. To the degree possible given the constraints of disaster operations, other debris will also be recovered (e.g. metals, concrete rubble, etc.) All other debris would then be transported from the consolidation sites to the County landfill for disposal. In addition to direct County efforts, County solid waste contractors may also be required to assist with recovery efforts, by activating a contractual "force majeure" provision that allows the County to direct contractor resources towards disaster debris management.

Press cooperation during disasters greatly assists in communicating procedures to the public. Direct communication with press representatives in all media will result in prominently featured information being distributed (e.g. front page articles, radio lead stories, etc.) that will instruct citizens on how to handle disaster debris and how to maximize recovery. The County plans to supplement this with additional local radio announcements and newspaper notices to notify the public of alternative programs for the residential and commercial waste that would be generated from a disaster.

3.3 Assessment of Waste Reduction Programs

The waste reduction and recycling programs operated by Augusta-Richmond County currently reduce the waste stream by approximately 10 percent, an estimate that is based on very limited information given the lack of established waste reduction data collection and reporting programs. To determine the effectiveness of waste reduction programs during this planning period, Augusta-Richmond County will implement a more comprehensive waste reduction data collection and reporting system so that progress towards the County waste diversion goals of 25% percent waste diversion per capita by the year 2018.

Access to recycling within Augusta-Richmond County is extremely high. With a large amount of the County's population living in Augusta-Richmond County's residential service area and having access to once a week single stream curbside recycling with either an 18-gallon bin or 65-gallon wheeled cart accepting a large list of recyclable materials, it would be expected that recycling rates would be much higher. It is apparent that although all residents within Augusta-Richmond County's contracted residential service area have access to an extensive curbside recycling program, many are not actively participating in it. To address this issue during the planning period, the County should actively promote the distribution of the 65-gallon wheeled recycling carts to all households along with instructional flyers on how to participate in the program. The County should also initiate a refreshed outreach campaign with a much greater emphasis on education to encourage more active program participation. Educating the residents within the Cities of Hephzibah and Blythe that they have the option to have curbside recycling through their subscription private hauler service will also raise recycling participation and rates. The current recycling facilities and processors have the capacity to accept more materials; this is not expected to be an issue during the planning period.

Additional data collection and reporting would also help raise the County's recycling quantities and rates. At this present time there is no mechanism in place to capture commercial and industrial recycling quantities. Many businesses within the County recycle at least their cardboard and these quantities would greatly increase the overall County recycling rates. Additionally requiring recycling processors to report their recycling data to the County would ensure that all data is available and accounted for in reports and solid waste plans.

Access to yard trimmings collection within Augusta-Richmond County is also extremely high. Again, with a large number of the County's population living in Augusta-Richmond County's residential service area and having access to once a week yard trimmings collection, the majority of the yard trimmings are not ending up in Augusta-Richmond County's municipal solid waste landfill. The County plans to continue to operate the grinding and chipping operation at the Landfill for yard trimmings. Additionally the County plans to continue to operate their inert landfill. At this time there are no capacity limitations to how much yard trimmings the County can handle. The County would like to provide additional education and information to residents regarding backyard composting and mulching options to reduce the amount of material that needs to be collected and handled at the Landfill.

At this time the County has programs handling scrap metals, scrap tires and white goods as part of their items that require special management. The County plans to finish construction on their Courtesy Citizen Drop-off Area in late 2008. Once this facility is open, scrap metals, scrap tires, white goods, electronics, batteries as well as additional household recyclables will be collected year-round. Additional education programs to both residential and commercial entities are needed to increase the amount of electronics, scrap tires and white goods collected and to ensure that these materials are disposed of properly.

3.4 Needs and Goals

This section contains a statement of needs and goals based on the assessment of the adequacy of current programs, their ability to contribute to the State of Georgia's waste disposal reduction effort and to mitigate any potential environmental risk.

The overall goal is for Augusta-Richmond County to achieve a 25 percent reduction per capita in the amount of solid waste disposed of in the municipal solid waste landfill and to expand and further develop waste reduction programs over the planning period. A list of actions that will help contribute to the achievement of the County's goal may be found in Appendix G.

Section 4 Collection Element

The Collection Element section provides a description of the types of solid waste, recyclable and yard trimming collection programs are available in Augusta-Richmond County. The inventory identifies who collects each type of material and how they are collected. Illegal dumping and littering are also described in this section. A contingency strategy is also included, identifying how waste will be collected in the event the primary collection avenues are interrupted.

4.1 Inventory of Collection

4.1.1 Inventory of Existing Programs

Solid waste, recycling and yard trimming collection services are available to the majority of residents in Augusta-Richmond County, City of Hephzibah and City of Blythe. Table 4-1 provides an inventory of all collection haulers operating and collecting these materials within Augusta-Richmond County. Additionally Table 4-2 provides an inventory of all collection programs in Augusta-Richmond County.

**Table 4-1
Haulers Operating in Planning Area**

Hauler Name	Hauler Address	Sector Served¹	Jurisdiction(s) Served	Arrangement
A-1 Sanitation Service, Inc.	3458-A Peach Orchard Rd., Augusta	R, I, C, CD	Augusta-Richmond County, Hephzibah and Blythe	Subcontractor to other private haulers
Ace Maintenance & Service, Inc.	DDEAMC Building 300, Fort Gordon	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Aces Garbage Service	788 Industrial Park Dr., Evans	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Advanced Disposal Service	1799 Marvin Griffin Rd., Jacksonville	R, I, C, CD, BM	Augusta-Richmond County	Contract with County to pick up curbside residential waste in a contracted residential service area within Augusta-Richmond County, independent subscription contracts with City of Hephzibah and Blythe residents
All Terrain Systems, LLC	790 Industrial Park Dr., Evans	R, I, C, CD	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Augusta Disposal & Recycling, Inc.	851 Triangle Industrial Court, Evans	R, I, C	Augusta-Richmond County	Contract with County to pick up curbside residential waste in a contracted residential service area within Augusta-Richmond County, independent subscription contracts with City of Hephzibah and Blythe residents
Augusta Foundry Collection Operation	1492 Railroad Ave., Augusta	C and I	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Augusta Green Wood & Mulch, Inc.	3011 Old McDuffie Rd., Washington	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement
Augusta Industrial Services, Inc.	15 Lovers Lane, Augusta	I	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Beam's Contracting Inc. Collection Operation	Dixon Airline, Beach Island	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Berry Smith Sanitation	1308 New Savannah Rd., Hephzibah	R and C	Augusta-Richmond County, Hephzibah and Blythe	Subcontractor to other private haulers
Big Dog Roll-off Service	Martinez	CD	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Big Fellow Sanitation	2907 Larkspur Drive, Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
C.A. Black Builders Collection Operation	1927 Satcher Blvd., Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
C & C Roll-off Containers	Augusta	CD	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Chancey & Neville Roll-off Containers & Demolition	Augusta	I, CD	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Coleman Sanitation	3010 Georgia Rd., Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Subcontractor to other private haulers
Columbia Waste	Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement
Commercial Trash Removal, Inc.	Building 61709, Martinez	C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
CSRA Analytical Laboratories, Inc.	1005 Emmett St., Augusta	HW	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
CSRA Bioclean	2320 Walden Drive, Dearling	BM	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
CSRA Waste, Inc.	PO Box 211215, Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
David Smith Sanitation	4735 Windsor Spring Rd., Hephzibah	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Davis Hauling Company, Inc.	100 Apac Industrial Way, Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Delco Sanitation, Inc.	4549 Stonewall Ct., Hephzibah	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Economy Sanitation	3350 Peach Orchard Rd., Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Environmental Alternatives	50 Eagle Point Ct., Augusta	HW	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement
Evans Sanitation	117 Vanderbilt Circle, Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Hester Sanitation Service	3715 Drayton Drive, Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Inland Service Corporation	1561 Doug Bernard Parkway, Lawton	R and C	Augusta-Richmond County	Contract with County to pick up curbside residential waste in a contracted residential service area within Augusta-Richmond County, independent subscription contracts with City of Hephzibah and Blythe residents
Isiah Gray Sanitation	2432 Barton Chapel Rd., Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
James B. White Sanitation	2309 Old Savannah Rd., Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
John W. Powell Sr. Sanitation	416 Martin Luther King Rd., Keysville	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Joyce Sanitation	1009 Cliff Ayers Rd., Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Legacy Containers, Inc.	5944 Columbia Rd., Grovetown	CD	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Mann Environmental Services, Inc.	4330 Deans Bridge Rd., Waynesboro	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement
Marcus Smith Sanitation	4735 Windsor Spring Rd. Hephzibah	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Marks Clearing & Grading, Inc.	4704 Fulcher Rd., Augusta	CD	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Metropolitan Waste, Inc.	3318 Milledgeville Rd., Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Subcontractor to other private haulers
Middleton's Sanitation	197 Dan Bowles Rd., Hephzibah	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Mim's Roll-off Containers	2218 Mims Rd., Augusta	R, I, C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Mundy Roll-off Containers	6073 Dogwood Trail, Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
O & H Sanitation, Inc.	2907 Mike Padgett Hwy., Keysville	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Orange Service Company	3301 Perkins Rd., Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
R & R Rolloff, Inc.	5257 Oak Springs Dr., Grovetown	C, C&D	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
R. Smith Sanitation	2351 Highway 88, Hephzibah	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement
Removal & Abatement Technologies, Inc.	609 Hale St., Augusta	C and I	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Richmond County Solid Waste Facility	4330 Deans Bridge Rd., Augusta	R, I, C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Safety Disposal Systems of Georgia, Inc.	3105 I-1 Spring Grove Dr., Atlanta	BM	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Sammie Powell – Powell Sanitation	PO Box 192, Keysville	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Shear-Wood, Inc.	2348 Gordon Hwy. Augusta	R, I, C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Silas Roll-off Containers	Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Smurfit Recycling Corp.	1311 Walker St., Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Southland Waste Systems, Inc.	148 Industrial Dr., Thomson	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Stericycle, Inc.	Deerfield	BM	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Thomas Building Wrecking Company, Inc.	631 11 th St., Augusta	C&D	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators

Hauler Name	Hauler Address	Sector Served ¹	Jurisdiction(s) Served	Arrangement
Tutt Contracting, Inc.	6040 Neil Brown Rd., Augusta	CD	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Victor Cantrell Hauling Service	3530 Byron Place, Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Waste Management of Augusta-Aiken	208 Prep Phillips Dr.	R, I, C, CD	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators
Wrights Sanitation	3318 Millville Rd., Augusta	R and C	Augusta-Richmond County, Hephzibah and Blythe	Independent contract with generators

1 R= Residential, I=Institutional, C= Commercial, CD= C&D, BM= Biomedical Waste, HW= Hazardous Waste

Source: Georgia Environmental Protection Division's 2007 List of Solid Waste Collection Operators, 2007-2008 Augusta AT&T Yellow Pages phonebook.

Augusta-Richmond County has established contracts with three different, private collection haulers to handle municipal solid waste, bulky waste, recycling and yard trimming materials. These three collection haulers (Advanced Disposal, Augusta Disposal & Recycling and Inland Services Corporation) were contracted for a 5-year service commitment until December 2010. These haulers collect materials within a contracted residential service area, providing these residents with twice a week municipal solid waste collection and once a week bulky waste, recycling and yard trimmings collection. Augusta-Richmond County residents are either on a Monday/Thursday collection schedule (Monday – garbage and yard trimmings, Thursday – garbage, recycling and bulky waste) or on a Tuesday/Friday collection schedule (Tuesday – garbage and yard trimmings, Friday – garbage, recycling and bulky waste).

Augusta-Richmond County residents have access to twice a week municipal solid waste collection complete with a 95-gallon wheeled cart. Bulky waste is collected once a week and residents are allowed to put out furniture, appliances, scrap metal, tires and other items too large for their collection cart.

Special wastes such as electronics, household hazardous waste, lead acid batteries, tires and white goods are also collected either curbside or through drop-off arrangements. Refer to

Table 3-5 for an inventory of all the programs that Augusta-Richmond County has available to provide for the collection of these special wastes.

Recycling began in the residential service area of Augusta-Richmond County in August 2000 with a source separated collection program. Over the years the program evolved to a commingled collection program and later in 2007 to a single stream program. During 2007 the residents within the residential service area of Augusta-Richmond County had access to two different curbside recycling programs. At the beginning of 2007, residents in the residential service area had access to a weekly commingled curbside recycling program complete with 18-gallon bins collecting cardboard, mixed paper, office paper, newspapers, magazines, #1 and #2 plastics, aluminum, steel, tin and other metals for recycling.

Residents in the residential service area within Augusta-Richmond County transferred to a single-stream curbside program starting in August 2007 which continues to the present. As part of this new program, residents are able to call the Augusta-Richmond County Solid Waste office to request a 65-gallon wheeled cart for their single stream recycling. Residents have access to a weekly single-stream curbside recycling program complete with either their original 18-gallon bin (as part of the previous program) or 65-gallon wheeled cart (as requested by the resident) collecting cardboard, mixed paper, office paper, newspapers, magazines, #1 and #2 plastics, aluminum, steel, tin and other metals for recycling. To date, Augusta-Richmond County has distributed approximately 7,000, 65-gallon wheeled carts for recycling. Augusta-Richmond County provides these services through contracts with three private collection companies (Advanced Disposal, Augusta Disposal & Recycling, and Inland Services Corporation) for these curbside collection services.

Residents within the Augusta-Richmond County's residential service area have access to a weekly yard trimming curbside collection program collecting leaves, grass clippings, branches, brush, flowers, roots, wood waste, sod, and other biodegradable materials. These yard trimmings or yard waste are either bundled or placed in open top cans or Kraft brown paper bags and left at the curb for collection.

The rural areas of Augusta as well as the Cities of Hephzibah and Blythe have access to curbside municipal solid waste and recycling services through a subscription basis with private collection haulers. At this time, residents within these jurisdictions do not have access to curbside yard trimming collection services.

Augusta-Richmond County is currently in the process of building a Courtesy Citizen Drop-off Area where all residents within Augusta-Richmond County, rural Augusta, City of Hephzibah and City of Blythe will have access to a staffed drop-off center located at the Augusta-Richmond County Landfill located at 4330 Deans Bridge Road in Blythe. Residents will be able to drop off their cardboard, mixed paper, office paper, newspapers, magazines, #1 and #2 plastics,

aluminum, steel, tin and other metals for recycling, as well as their municipal solid waste, scrap tires, scrap metals, white goods, electronics, batteries and yard trimmings. The Courtesy Citizen Drop-off Area is expected to be complete in late 2008.

The Fort Gordon military base handles its own solid waste collections through Dorado Waste. All municipal solid waste collected from Dorado is delivered to the Augusta-Richmond County Landfill. The military base does have a drop-off location on base where recyclables are collected and baled by low-level military personnel.

Table 4-2
Inventory of Collection Programs

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Number of Households/Businesses served, if available ²	Contractual Arrangements
Curbside Collection	Advanced Disposal Service	Curbside collection of garbage (2 times weekly) and weekly curbside collection of recyclables, yard waste and bulky waste	Augusta-Richmond County	R	62,000 total households serviced by Advanced Disposal, Augusta Disposal & Recycling, Inc., and Inland Service Corporation	Under a 5-year contract with County (ending 2010)
Curbside Collection	Augusta Disposal & Recycling, Inc.	Curbside collection of garbage (2 times weekly) and weekly curbside collection of recyclables, yard waste and bulky waste	Augusta-Richmond County	R	62,000 total households serviced by Advanced Disposal, Augusta Disposal & Recycling, Inc., and Inland Service Corporation	Under a 5-year contract with County (ending 2010)
Curbside Collection	Inland Service Corporation	Curbside collection of garbage (2 times weekly) and weekly curbside collection of recyclables, yard waste and	Augusta-Richmond County	R	62,000 total households serviced by Advanced Disposal, Augusta Disposal & Recycling, Inc., and Inland Service Corporation	Under a 5-year contract with County (ending 2010)

Type	Collector	Program Description	Jurisdictions Served	Sectors Served ¹	Number of Households/Businesses served, if available ²	Contractual Arrangements
		bulky waste				
Curbside Collection	Private Haulers	Subscription curbside collection of garbage, recyclables and yard waste	City of Blythe	R	Approximately 333 households	Subscription service with private hauler of choice
Curbside Collection	Private Haulers	Subscription curbside collection of garbage, recyclables and yard waste	City of Hephzibah	R	Approximately 1,385 households	Subscription service with private hauler of choice
Front Loader or Roll-off Container Service	Private Haulers	Commercial entities arrange their own garbage collection with private haulers	Augusta-Richmond County, Blythe and Hephzibah	C, I, CD	Available to all businesses within the County	Entities arrange for collection with hauler of choice
Roll-cart Container Service	County provides with private haulers	Commercial entities have access to single stream recycling through County's residential private haulers as an extension of service	Augusta-Richmond County, Blythe and Hephzibah	C, I, CD	225 businesses are currently participating	Under a 5-year contract with County (ending 2010)
Future (late 2008) Staffed Drop-off	Augusta-Richmond County	Drop-off open six days a week for residential garbage and recyclables.	Augusta-Richmond County, Blythe and Hephzibah	R, C, I, CD	Entire County	County will operate a Courtesy Citizen Drop-off Area

1 R= Residential, I=Institutional, C= Commercial, CD= C&D

Source: Augusta-Richmond County Solid Waste Department

4.1.2 Contingency Strategy

As part of the solid waste planning process, the State asks each municipality or County to include a description of how it will deal with interruptions to solid waste collection services that are due to factors other than major storms and disasters. Contingency strategy planning relates to a disruption of normal collection and disposal operations resulting from a striking labor force, mechanical breakdowns, hauler default, and other such potential interruptions to service.

Augusta-Richmond County employs several approaches to ensure that quality solid waste disposal services are provided to its citizens and the streets and public areas are maintained and remain clean. The County first and foremost uses model service agreements that each of the collection haulers sign when awarded a collection contract. The County has provisions in each of these collection contracts such as parent company guarantees, performance bonds and letters of credit that provide funds to continue services in case of default. Additionally as part of these collection contracts, there is an entire section that is dedicated to the procedures in the event of contractor default.

All of the County collection contracts also have a section dealing with liquidated damages which establishes a schedule of financial penalties for failure to meet pre-approved performance standards. Liquidated damages are paid if the following eight performance standards are not met: replacing carts/bins back to original locations, commencement/completion of collections outside of contract specifications, failure to collect spillage, failure to collect missed garbage, bulky waste, recycling or yard trimmings, failure to deliver or replace carts/bins, failure to start contract on start date, mixing of contract waste with non-contract waste, and disposal of recycling and/or yard trimmings in garbage collection vehicle.

As part of each signed collection contract, each contracted hauler supplies the County with an emergency plan which details the actions which the contractor would take to deal with any situation that would require deviation from normal operating procedures including but not limited to equipment breakdowns, extreme weather conditions, snow/ice, fire and natural disasters. Additionally since the County employs three different collection haulers, if a problem arose with one of the collection haulers, one of the other two collection haulers would service the needed geographic areas until the original collection hauler was able to resume normal operating procedures.

The City of Hephzibah will work with their contracted hauler to mitigate any disruption in service to their residents; reaching out to Augusta-Richmond County for assistance as needed. Since the residents of Blythe contract individually with their haulers, if collection service is interrupted the City will first attempt to mediate with the haulers on behalf of their citizens. If this fails, then the City will request help from Augusta-Richmond County to identify a solution.

To date, Augusta-Richmond County and the Cities of Hephzibah and Blythe do not have a coordinated contingency strategy for collections. A unified contingency strategy should be devised between the Augusta-Richmond County and the Cities of Hephzibah and Blythe to handle any type of service interruption.

4.1.3 Disaster Debris Management – Collection Strategy

Natural disasters strike with varying degrees of severity and pose both short- and long-term challenges to public service providers. The most severe natural disasters generate debris in quantities that can overwhelm existing solid waste management facilities or force communities to use disposal options that otherwise would not be acceptable. Debris removal is a major component of every disaster recovery operation. Much of the debris generated from natural disasters is not hazardous. Soil, building material, and green waste, such as trees and shrubs, make up most of the volume of disaster debris. Most of this waste can be recycled or reused into useful commodities or inert landfilled.

The collection strategy for disaster debris management relies on multiple resources including 1) self haul by others to County provided consolidation sites 2) re-deployment of County contracted waste haulers under “force majeure” clauses so that collection of storm debris is added to their service mix and 3) mobilization of County resources and capacity for collection of storm debris. The County is currently working on the development of a Debris Management Plan which will outline the roles, responsibilities and functions of various county departments that would be involved in the process of disaster debris recovery. Under the existing plan, in the event of a disaster Augusta-Richmond County would partner with County’s Department of Public Services and the Corrections Institutions to mobilize inmate forces, utilize joint assets (e.g.: collection vehicles, etc.), and set up centralized remote consolidation sites as well as pulling resources and staff from other County departments. The County’s strategy would be two-fold: (1) remove debris that is an immediate threat to public safety (e.g.: removing downed trees from streets, etc.) and (2) remove remaining debris to assist with general clean up and recovery within the community. Grinding equipment would be taken to the consolidation sites where the debris would be chipped or ground before loading onto transfer vehicles to be brought back to the County landfill for further processing and disposition. In addition to direct County efforts, County solid waste contractors may also be required to assist with recovery efforts.

Press cooperation during disasters greatly assists in communicating procedures to the public. Direct communication with press representatives in all media will result in prominently featured information being distributed (e.g. front page articles, radio lead stories, etc.) that will instruct citizens on how to handle disaster debris and how to maximize recovery. The County plans to supplement this with additional local radio announcements and newspaper notices to notify the public of alternative programs for the residential and commercial waste that would be generated from a disaster.

4.2 Assessment of Collection Programs

Augusta-Richmond County’s collection programs for residential solid waste are comprehensive in scope of service and geographic coverage. It would be desirable to see the structure of the

service collection contracts to allow new customers to be added which would allow the expansion into current individually contracted areas (e.g. Cities of Hephzibah and Blythe). Similarly, the fee based funding mechanisms employed by the County enable easy expansion of this service. Given these features, the current curbside collection of municipal solid waste, recycling and yard trimmings is adequate for the Augusta-Richmond County.

Currently, residents within the Cities of Hephzibah and Blythe must subscribe to curbside solid waste and/or recycling collection services through a private service provider. Once the Courtesy Citizen Drop-off Area at the Augusta-Richmond County Landfill is completed (late 2008), then these City residents will have the additional option to drop off their materials there. For the future since the populations of both cities are relatively small compared to Augusta-Richmond County, the County will evaluate expanding the geographic collection areas within their current collection contracts to include both municipalities. If this option is viable, then local approval will be needed by both the Cities of Hephzibah and Blythe to enter into these service agreements. Overall the collection capacity is adequate for residents in Augusta-Richmond County, Hephzibah and Blythe; therefore, no major improvements are needed at this time.

4.3 Inventory of Illegal Dumping/Littering

Illegal dumping and littering are included in the collection section because it suggests, in part, a failure of the collection system. Illegal dumping is the disposal of waste in an un-permitted area. Illegally dumped wastes are primarily non-hazardous materials that are dumped to avoid either disposal fees or the time and effort required for proper disposal. Sites used for illegal dumping vary, but typically include abandoned residential or commercial buildings; vacant lots and wooded areas; and infrequently used alleys or roadways. Because of their accessibility and poor lighting, areas along rural roads and railways are particularly vulnerable.

Augusta-Richmond County has a litter control ordinance that addresses all littering and illegal dumping activities within the County. A copy of the ordinance may be found in Appendix A. Two County code enforcement officers help enforce the ordinance. The County has a set of procedures it adheres to when investigating an illegal dumping complaint. The offending individual is issued a non-compliance notice and the following steps are followed during an investigation: a Litter Crime Scene Investigation Form is completed, a work order is initiated to investigate the illegal dumping claim, follow-up on the complaint occurs, the illegal dumping investigation is closed and all appropriate documentation is completed. The two County code enforcement officers identify and attempt to obtain compliance within a given time frame (normally two weeks). If the complaint is not corrected, it is turned over to the Marshall's Office where the offending individual is cited and taken to court. A copy of Augusta-Richmond County's Illegal Dumping Procedure may be found in Appendix B. During the 2006/2007 year, the code enforcement officers had 85 litter complaints/infractions and 25 illegal dumping complaints/infractions all which were resolved.

The County also does community roadside litter pick-up with Public Services employees, community service labor, inmate/prison labor and with volunteer clean-up activities. The County also cleans-up illegal dump sites with Public Services' employees and inmate/prison labor as well as during volunteer community clean-ups.

4.4 Assessment of Programs to Address Illegal Disposal/Dumping

At this time, Augusta-Richmond County's existing litter and illegal dumping ordinance is adequate in addressing littering and illegal dumping within the County. The County is extremely fortunate to have two County code enforcement officers to help enforce these ordinances. Unfortunately with a large geographic area to cover and even with two enforcement officers these ordinances can be difficult to enforce. The County will continue to rely on citizen participation as well as enforcement by the code officers to reduce the amount of illegal dumping and littering offenses.

The County will continue to provide community roadside litter pick-ups and illegal dump site clean-ups. Additional education efforts are needed to help reduce the amount of littering and illegal dumping activities. Reestablishing a Keep Georgia Beautiful affiliate chapter would be an advantage in educating residents about the affects of littering and illegal dumping, as well as creating a less accepting attitude toward violators.

4.5 Needs and Goals

This section identifies the needs and goals for current and future collection programs for the next ten years. The needs are based on the inventory and assessment of what collection programs are currently in place.

The overall goal is for Augusta-Richmond County and the Cities of Hephzibah and Blythe to ensure that an adequate, cost-effective collection infrastructure for solid waste and recyclables is available over the planning period. A list of implementation actions that will help contribute to the achievement of this goal may be found in Appendix G.

Section 5 Disposal Element

5.0 Introduction

The following section will present information on solid waste disposal practices and activities currently employed by Augusta-Richmond County and the Cities of Blythe and Hephzibah and those proposed for the 2008-2018 planning period.

5.1 Inventory of Solid Waste Disposal Facilities

Table 5-1 provides an inventory of current solid waste disposal facilities and thermal treatment technologies utilized for waste generated and disposed of in Augusta-Richmond County.

Table 5-1
Inventory of Disposal Facilities and Thermal Treatment Technologies
To Be Used During the Planning Period
(2008-2018)

Facility Name	Jurisdictions Using Facility	Physical Address	Owner/Operator	Facility Type Description	Types of Waste Accepted	Maximum Capacity (TPD)*	Year Expected to Reach Capacity	Permit Number
Augusta-Richmond Municipal Solid Waste Landfill	Augusta-Richmond County, City of Blythe, City of Hephzibah	4330 Deans Bridge Road, Blythe	Augusta-Richmond County	MSWL	MSW, C&D, Inert	*	2008	121-016D(SL)
Augusta-Richmond Municipal Solid Waste Landfill	Augusta-Richmond County, City of Blythe, City of Hephzibah	4330 Deans Bridge Road, Blythe	Augusta-Richmond County	MSWL	MSW, C&D, Inert	*	2107	121-018D(MSWL)

* Permitted TPD is unlimited. Based on capabilities given current resources available, up to a total of 6,000 TPD could be handled between these two permitted facilities.

Augusta-Richmond County owns and operates two, “Subtitle D” Municipal Solid Waste (MSW) Landfills; permit numbers 121-016D (SL) and 121-018D (MSWL). Located on Deans Bridge Road in Blythe and across from the Fort Gordon Military Reservation, the landfill accepts about 1,300 tons per day of waste from businesses, industries, and residences from all over the Central Savannah River Area (CSRA). A list of fees for use of Augusta-Richmond County’s solid waste landfill may be found in Appendix C. The MSW Landfill features an active gas collection system that was recently bought back by the County from a private operator.

Although yard trimmings are accepted at the Augusta-Richmond County’s municipal solid waste landfill, the majority of these materials are not landfilled. The County operates a grinding and chipping operation at the Landfill for yard trimmings. In addition, the County operates and plans to continue operating their inert landfill. At this time there are no capacity limitations to how much yard trimmings the County can handle.

Neither the City of Blythe nor the City of Hephzibah have disposal data for waste collected within their cities, although they assume the waste collected within their jurisdictions is disposed of at the ARC MSW Landfill. The Fort Gordon Army base contracts with Dorado Waste to collect and haul the base’s garbage to the ARC landfill. Fort Gordon also operates a C&D landfill and has two MSW landfills that are now closed. They do not take any waste materials (i.e.: C&D) from outside the base.

5.1.1 Assurance of 10-Year Capacity

Augusta-Richmond County MSW landfill operations encompass 303 acres with 52 million cubic yards of disposal capacity expected to last an estimated 112 years. As a result, ARC’s MSW landfill capacity will provide more than sufficient means to ensure that all of the county’s disposal needs are met well beyond the 10 year planning period as shown below in Table 5-2. The required landfill capacity assurance letter may be found in Appendix D.

Table 5-2
Disposal Capacity Assurance Summary
(2008-2018)

	Current Year (2008)	Year 1 (2009)	Year 2 (2010)	Year 3 (2011)	Year 4 (2012)	Year 5 (2013)	Year 6 (2014)	Year 7 (2015)	Year 8 (2016)	Year 9 (2017)	Year 10 (2018)
Amount of Waste	384,432	408,532	430,680	448,462	459,988	458,294	456,603	454,992	453,463	455,811	458,474
Augusta- Richmond County* <i>(in millions of cubic yards)</i>	51.5	51.0	50.5	50.0	49.4	48.9	48.3	47.7	47.2	46.6	46.1
City of Blythe	Data Not Available										
City of Hephzibah	Data Not Available										

Source: "Current Year" data provided by Augusta-Richmond County Solid Waste Department Landfill data. Year 1 through Year 10 projections provided by Resource Recycling Systems

* Assumes 52 million cubic yards of capacity and 112 years left based on the current disposal rate

5.1.2 Contingency Strategy

Should an emergency situation render Augusta-Richmond County's landfill operations not viable, the County would either (1) use Advanced Disposal's transfer station located in Columbia County, (2) rent or lease Waste Management's transfer station in Augusta-Richmond County, or (3) allow Waste Management to operate the transfer station in Augusta-Richmond County to process the waste. Waste accepted at the transfer station in Columbia County would be hauled to a landfill in Macon. Waste accepted at Waste Management's transfer station in Augusta-Richmond County would be redirected to the Three Rivers Landfill or a Waste Management Facility. The estimated length of time for the County to implement this contingency plan for disposal is three days.

5.1.3 Disaster Debris Management – Disposal Strategy

In the event of a disaster, Augusta-Richmond County would enact the County's Emergency Management Agency's Local Emergency Operations Plan (LEOP). The Agency's director would coordinate all services as needed and would include utilizing the County's Department of Public Services and the Corrections Institutions as well as additional County departments. The Center would also coordinate with local, state, and federal agencies to supply the tools and resources needed to handle any debris-generating natural disaster. The Augusta-Richmond County Emergency Management Agency Local Emergency Operations Plan (LEOP) may be found online at <http://augustaga.gov/departments/ema/docs/PublicLeop2004.pdf>. The County is currently working on the development of a Debris Management Plan which will outline the roles, responsibilities and functions of various county departments that would be involved in the process of disaster debris recovery.

Under the current plan, the County's landfill is the primary asset to be utilized for disposal of disaster debris. Sufficient capacity is available to handle large peaks and surges in volume that would result from disasters. The County has established a network of remote consolidation sites that would be used to direct non-recyclable disaster debris to the landfill. In the event of a disaster, Augusta-Richmond County would call upon all County Departments (e.g.: Solid Waste, Public Services, Corrections, etc.) to mobilize forces, utilize joint assets (e.g.: collection vehicles, etc.), and set up centralized remote consolidation sites. The County's strategy would be two-fold: (1) remove debris that is an immediate threat to public safety (e.g.: removing downed trees from streets, etc.) and (2) remove remaining debris to assist with general clean up and recovery within the community. Grinding equipment would be taken to the consolidation sites where the debris would be chipped or ground before loading onto transfer vehicles to be brought back to the County landfill for further processing and disposition. In addition to direct County efforts, County solid waste contractors may also be required to assist with recovery efforts, by activating a contractual "force majeure" provision that allows the County to direct contractor resources towards disaster debris management.

Press cooperation during disasters greatly assists in communicating procedures to the public. Direct communication with press representatives in all media will result in prominently featured information being distributed (e.g. front page articles, radio lead stories, etc.) that will instruct citizens on how to handle disaster debris and how to maximize recovery. The County plans to supplement this with additional local radio announcements and newspaper notices to notify the public of alternative programs for the residential and commercial waste that would be generated from a disaster.

5.2 Assessment of Disposal

Based on the amount of waste requiring disposal during the next ten years as defined in the Waste Disposal Stream Analysis, Augusta-Richmond County's existing disposal facilities and thermal treatment operations have the ability to handle the amount of waste projected for disposal in each of the jurisdictions of the next ten years, taking into account the contingency strategy should one or more of these facilities become available.

5.3 Statement of Needs and Goals

The goal of Augusta-Richmond County and the Cities of Hephzibah and Blythe is to make sure that disposal facilities in the County meet regulatory requirements and have the ability to sustain solid waste services over the next 10 years.

Section 6 Land Limitation Element

6.0 Introduction

This section deals with the inventory, analysis, and determination of land areas which, due to environmental limitations or land use factors, are considered unsuitable for the development of solid waste handling facilities. Although it may be technically feasible to build solid waste handling facilities in most situations, there are regulatory and financial constraints which render certain locations unavailable. Isolation, distances around airports, bodies of surface water and local regulations represent only a few of the many potential constraints. Other siting considerations may not be specifically prohibited but would result in more extensive engineering, environmental, and hydrogeological requirements. The criteria are established to provide for environmentally sound and financially practical disposal siting.

Specific items to be considered are as follows or the most stringent of current EPD rules:

(1) Natural Environmental Limitations:

Water supply watersheds: Georgia Department of Natural Resources (DNR) Rule 391-3-16-.01(7)(c)1 requires that at any location within a small water supply watershed, new solid waste landfills must have synthetic liners and leachate collection systems.

Groundwater recharge areas: DNR Rule 391-3-16-.02(3) (a) requires that in significant groundwater recharge areas, DNR shall not issue permits for new solid waste landfills not having synthetic liners and leachate collection systems.

Wetlands: DNR Rule 391-3-16-.03(3) (e) establishes that solid waste landfills may constitute an unacceptable use of a wetland.

River corridors: DNR Rule 391-3-16-.04(4) (h) prohibits the development of new solid waste landfills within protected river corridors.

Protected mountains: DNR Rule 391-3-16-.05(4) (l) prohibits the development of new solid waste landfills in areas designated as protected mountains.

(2) Criteria for siting: The following items are criteria for siting solid waste facilities under DNR Rules. Local governments preparing plans should consult with DNR for the most current applicable rules.

Zoning: DNR Rule 391-3-4-.05(1) (a) requires that the site must conform to all local zoning/land use ordinances, and that written verification of such be submitted to EPD.

Airport safety: DNR Rule 391-3-4-.05(1) (c) requires that new solid waste landfill units or lateral expansions of existing units shall not be within 10,000 feet of any public use or private use airport runway end used by turbojet aircraft or within 5,000 feet of any public use or private use airport runway end used by only piston type aircraft.

Flood plains: DNR Rule 391-3-4-.05(1) (d) stipulates that any solid waste landfill located in the 100-year flood plain shall not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the flood plain, or result in a washout of solid waste so as to pose a threat to human health or the environment.

Wetlands: DNR Rule 391-3-4-.05(1)(e) prohibits the development of solid waste landfills in wetlands, as defined by the U. S. Army Corps of Engineers, unless evidence is provided by the applicant to EPD that use of such wetlands has been permitted or otherwise authorized under all other applicable state and federal laws and rules.

Fault areas: DNR Rule 391-3-4-.05(1) (f) requires that new landfill units

and lateral expansions of existing landfills shall not be located within 200 feet of a fault that has had displacement in the Holocene Epoch unless the owner or operator demonstrates to EPD that an alternative setback distance of less than 200 feet will prevent damage to the structural integrity of the landfill unit and will be protective of human health and the environment.

Seismic impact zones: DNR Rule 391-3-4-.05(1)(g) prohibits the development of new landfill units and lateral expansions in seismic impact zones unless the owner or operator demonstrates to EPD that all containment structures, including liners, leachate collection systems, and surface water control systems are designed to resist the maximum horizontal acceleration in lithified earth material for the site.

Unstable areas: DNR Rule 391-3-4-.05(1)(h) requires owners or operators of new landfill units, existing landfill units, and lateral expansions located in unstable areas to demonstrate that engineering measures have been incorporated in the landfill unit's design to ensure that the integrity of the structural components of the landfill unit will not be disrupted.

Significant groundwater recharge areas: DNR Rule 391-3-4-.05(1)(j) requires new solid waste landfills or expansions of existing facilities within 2 miles of a significant groundwater recharge areas to have liners and leachate collection systems, with the exception of facilities accepting waste generated from outside the county in which the facility is located. In that case, the facility must be totally outside of any area designated as a significant groundwater recharge area.

Any entity requesting a renewal, modification, or issuance of a permit for a solid waste handling facility from EPD must demonstrate that the facility or expansion is consistent with the local government's solid waste management plan. Chapter 391-3-4 of the Georgia Department of Natural Resources' Environmental Protection Division relates to Solid Waste Management in Georgia. Chapter 391-3-4.05 deals specifically with the siting criteria associated with solid waste handling facilities. Solid waste handling facility applicants should always check with DNR and the local planning jurisdiction to verify procedures for siting solid waste handling facilities that include but are not limited to the following:

- DNR Rule 391-3-4-.05(1) (b) requires that whenever any applicant begins a process to select a site for a solid waste disposal facility, documentation demonstrating compliance with O.C.G.A. § 12-8-26(a) be submitted to EPD; further, whenever any applicant takes action resulting in a siting decision for a publicly or privately owned solid waste disposal facility, documentation demonstrating compliance with O.C.G.A. § 12-8-26(b) be submitted to EPD.

- Once a site has been selected, the applicant must conduct a Hydrological Assessment in accordance with the provisions of DNR Rule 391-3-4-.05(1) (k). Preparation of the land limitation element of a solid waste management plan should comply with the Solid Waste Management Act and the Rules of the Department of Natural Resources (DNR) for Solid Waste Management (Chapter 391-3-4) relating to historic sites, airports, jurisdictional boundaries, access, etc. These documents should be consulted for specifics on land limitations and siting of solid waste management facilities.

If an applicant undertakes the Facilities Issues Negotiation Process pursuant to a facility siting decision, the process will be undertaken in accordance with O.C.G.A. § 12-8-32 and any guidelines issued by the Department pursuant to State law.

6.1 Inventory Land Areas

Augusta-Richmond County is located in east central Georgia next to the Savannah River. The Savannah River separates Georgia from the neighboring state of South Carolina. Richmond County occupies a land area of 207,386 acres, or 324.04 square miles, plus 2,823 acres (4.41 sq. mi.) of water area. Augusta accounts for approximately 93% of the total acreage in the county. Richmond County straddles the "Fall Line," a geologic boundary following the Appalachian Mountain range from Alabama to New York. In Georgia and South Carolina the Fall Line separates the Piedmont from the Coastal Plain. The Savannah River and its tributaries drain most of the county.

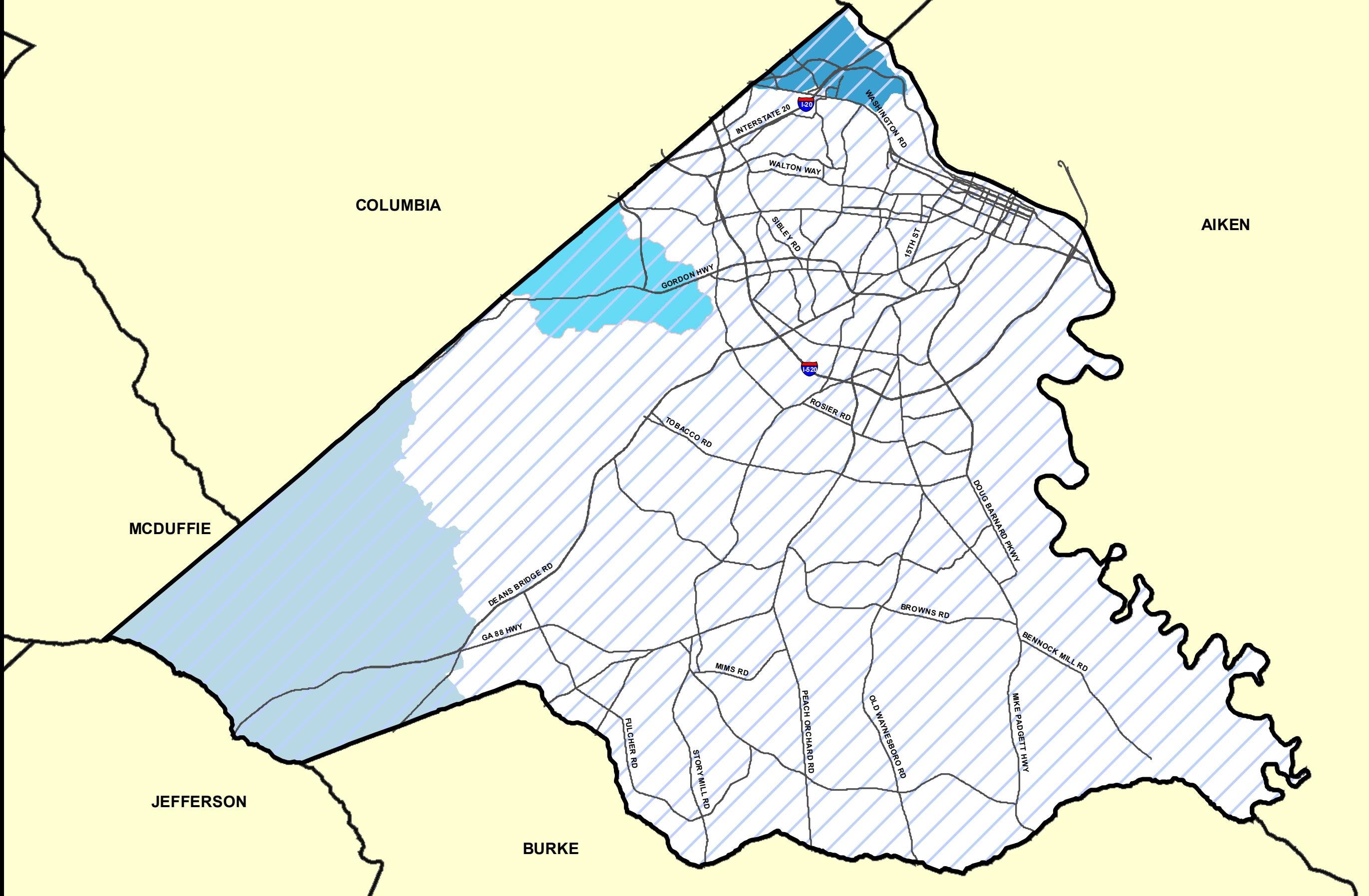
6.1.1 Water Supply Watersheds

The Georgia Department of Natural Resources (DNR) defines a water supply watershed as the area of land upstream of a governmentally owned public drinking water intake or water supply reservoir. DNR has established minimum criteria for the protection of drinking water watersheds. This protection is necessary for the enhancement of public health, safety and welfare, as well as to assure that surface sources of drinking water are of high quality in order to be treated to meet all State and Federal drinking water standards. Separate criteria have been established for large watersheds (100+ square miles in the drainage basin) and small watersheds (<100 square miles in the drainage basin). All water supply watersheds in Augusta-Richmond County are subject to DNR's Criteria for Water Supply Watersheds.

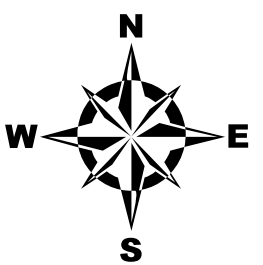
The removal of vegetation and the introduction of paving for roads, parking lots, driveways and other impervious services increase run-off on a site. This in turn increases erosion, flooding and sedimentation of water sources. The DNR criteria establish buffer zone requirements adjacent to perennial streams and specify allowable impervious surface densities adjacent to such streams. These requirements are designed to prevent intensive development of a water supply watershed from contaminating a water source to a point where it cannot be treated to meet drinking water standards.

Richmond County contains one large watershed and one small watershed. A map of Augusta-Richmond County's water supply watersheds can be found on **Map C**. The Middle Savannah River Watershed is the large watershed. The Augusta-Richmond County's water supply comes from the Savannah River via the Augusta Canal. The Augusta Lock and Dam, located on the canal approximately 4 miles above the raw water pumping station, controls water flow into the canal.

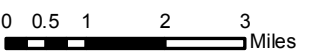
Map C: Augusta-Richmond County Watershed Areas



WATERSHED AREAS



Projection Stateplane
Zone 3651
Units Feet



SCALE 1:153,377

Legend

- Major Roads
- Augusta
- Blythe
- Fort Gordon
- Hephzibah

Water Supply Watersheds

- Augusta-Richmond County
- City of Waynesboro
- Savannah I & D
- Fort Gordon

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June 2008

The part of the Butler Creek Watershed above Butler Reservoir is the small watershed. The watershed is located in northwest Richmond County, and a portion of Columbia County, and covers approximately 15 square miles. The watershed drains to Butler Reservoir, which is the source of water for Fort Gordon. The Fort is permitted to withdraw 5.4 MGD from the reservoir. The watershed is characterized by low-density residential development, woodlands and scattered commercial uses. Since the opening of the Jimmie Dyess Parkway in 1998, urban development has increased in the watershed area. Other planned road improvement projects will no doubt increase development pressure.

Augusta currently has in place several ordinances and programs to protect water supply watersheds from pollution or alteration. This includes a group of land use and development ordinances, as well as an ordinance that applies to the large Middle Savannah River Watershed.

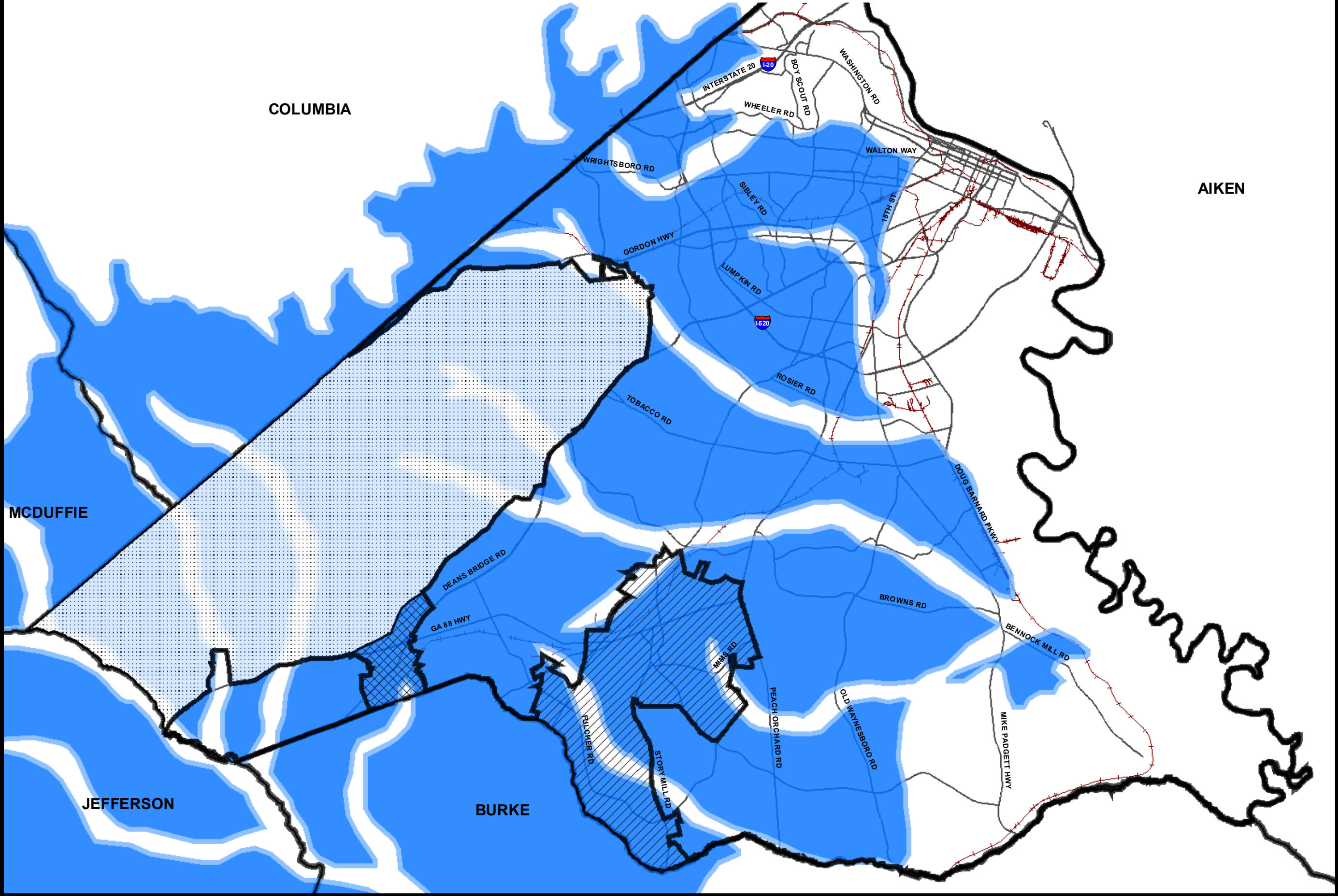
6.1.2 Groundwater Recharge Areas

Groundwater recharge areas are portions of the earth's surface where water infiltrates the ground to replenish an aquifer, which is any stratum or zone of rock beneath the surface of the earth capable of containing or producing water from a well. In order to avoid toxic and hazardous waste contamination to drinking water supplies, groundwater or aquifer recharge areas must be protected. While recharge takes place throughout almost all of Georgia's land area, the rate or amount of recharge reaching underground aquifers varies from place to place depending on geologic conditions.

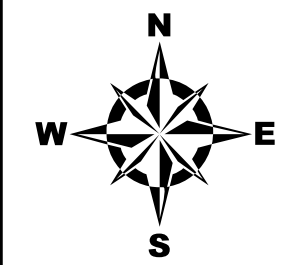
According to data provided by the Georgia Department of Natural Resources, "the two major aquifers in Augusta-Richmond County are the Upper Cretaceous and Basal Cretaceous aquifers. The Upper Cretaceous aquifer is the shallower of the two reservoirs, and is not extensively developed. Most of the groundwater used in the Augusta-Richmond County is pumped from the Basal Cretaceous aquifer. The recharge area for the Cretaceous aquifer covers the majority of Richmond County, and is classified as a significant groundwater recharge area by the Georgia Department of Natural Resources. Groundwater Recharge Areas in the County may be found on Map D. According to DNR's Ground-Water Pollution Susceptibility Map of Georgia, Hydrologic Atlas 20, some of the recharge area has a high susceptibility to pollution and some has a medium susceptibility to pollution."

Both the state and federal government regulate groundwater recharge areas. DNR's *Rules for Environmental Planning Criteria* include restrictions and regulations on sanitary landfills, land disposal of hazardous wastes, spray irrigation of wastewater and wastewater treatment basins.

Map D: Augusta-Richmond County Ground Water Recharge Areas



GROUND WATER RECHARGE



Projection Stateplane
Zone 3651
Units Feet

0 0.5 1 2
Miles

SCALE 1:139,267

Legend

- GROUND WATER RECHARGE AREAS
- MAJOR ROADS
- RAILROADS
- AUGUSTA
- BLYTHE
- FORT GORDON
- HEPHZIBAH

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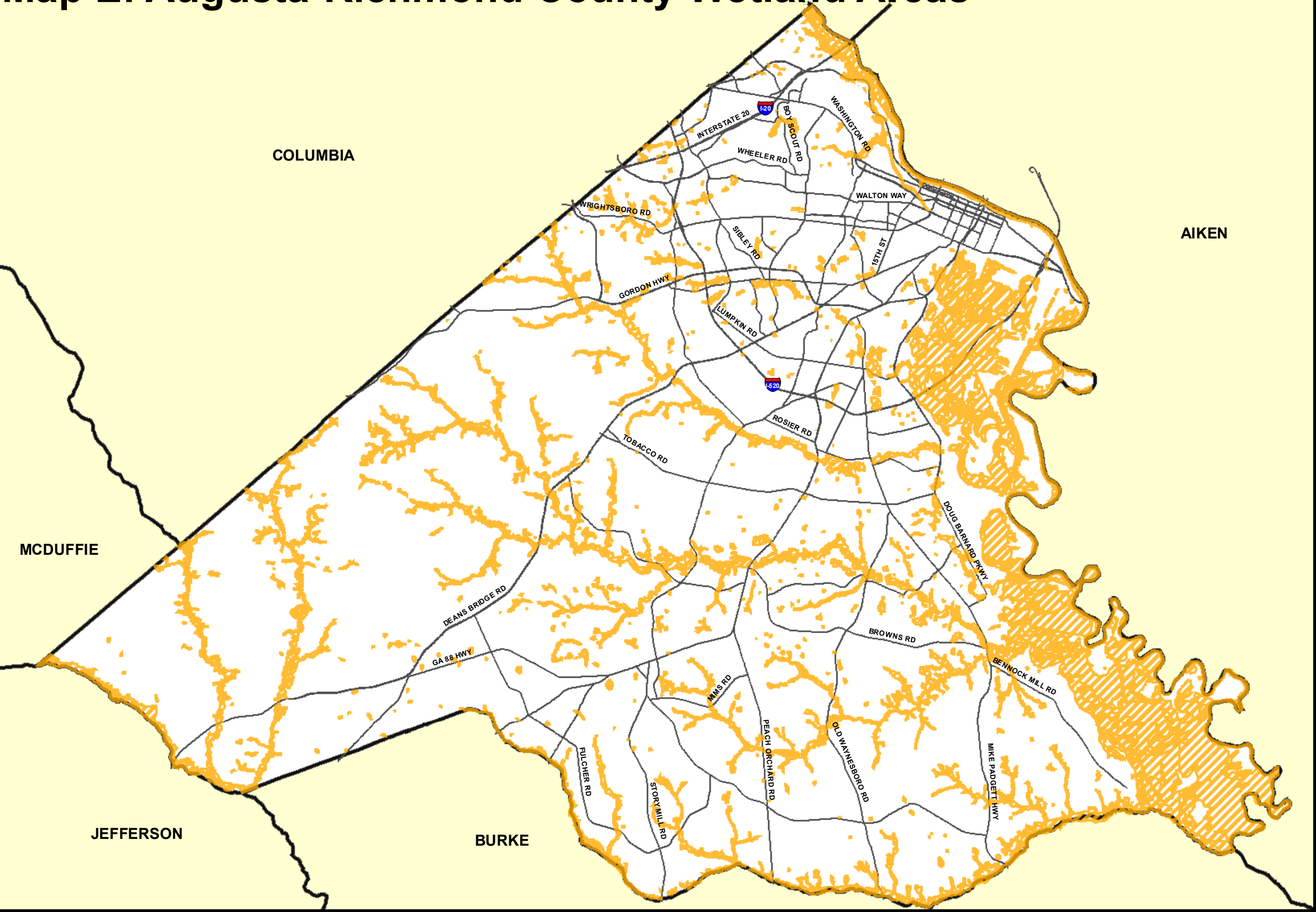
6.1.3 Wetlands

Under the Clean Water Act, the term wetlands means "those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas." (EPA Regulations at 40 CFR 230.3) Wetlands are important to both the environment and the economy. Wetlands provide a wide range of benefits that include habitat, support of commercial and recreational fisheries, reduction of flood damages, and abatement of water pollution. Hazardous or toxic waste receiving, treatment or disposal facilities and sanitary landfills are prohibited within wetland areas.

Augusta-Richmond County wetland areas are found on Map E. In Richmond County wetlands are located adjacent to the Savannah River, the Augusta Canal, and the major creeks and tributaries that drain the county. The largest concentration of wetlands is found in the Phinizy Swamp, the large floodplain of the Savannah River located on the east side of the county. Local wetlands provide a habitat for native plants and animals, provide a place for migrating birds to rest and feed, absorb and slow floodwaters, and filter pollutants before they reach the Savannah River and other waterbodies. The Phinizy Swamp is being used to educate children and adults about the important functions of wetlands and the need to protect and preserve them.

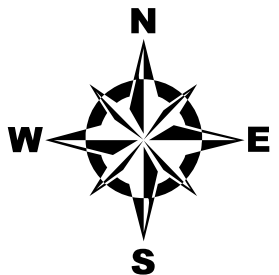
The Augusta-Richmond County, in cooperation with residents, developers, environmental organizations, educators, and others, participates in a variety of programs to protect wetlands and improve water quality. The types of active programs include the monitoring and assessment of water quality, permitting, Total Maximum Daily Loads (TMDLs), and public outreach/education.

Map E: Augusta-Richmond County Wetland Areas





WETLAND AREAS



Projection	Stateplane
Zone	3651
Units	Feet

00.5123

Miles

SCALE 1:142,133

Legend

-  WETLANDS
-  MAJOR ROADS
-  AUGUSTA
-  BLYTHE
-  FORT GORDON
-  HEPHZIBAH

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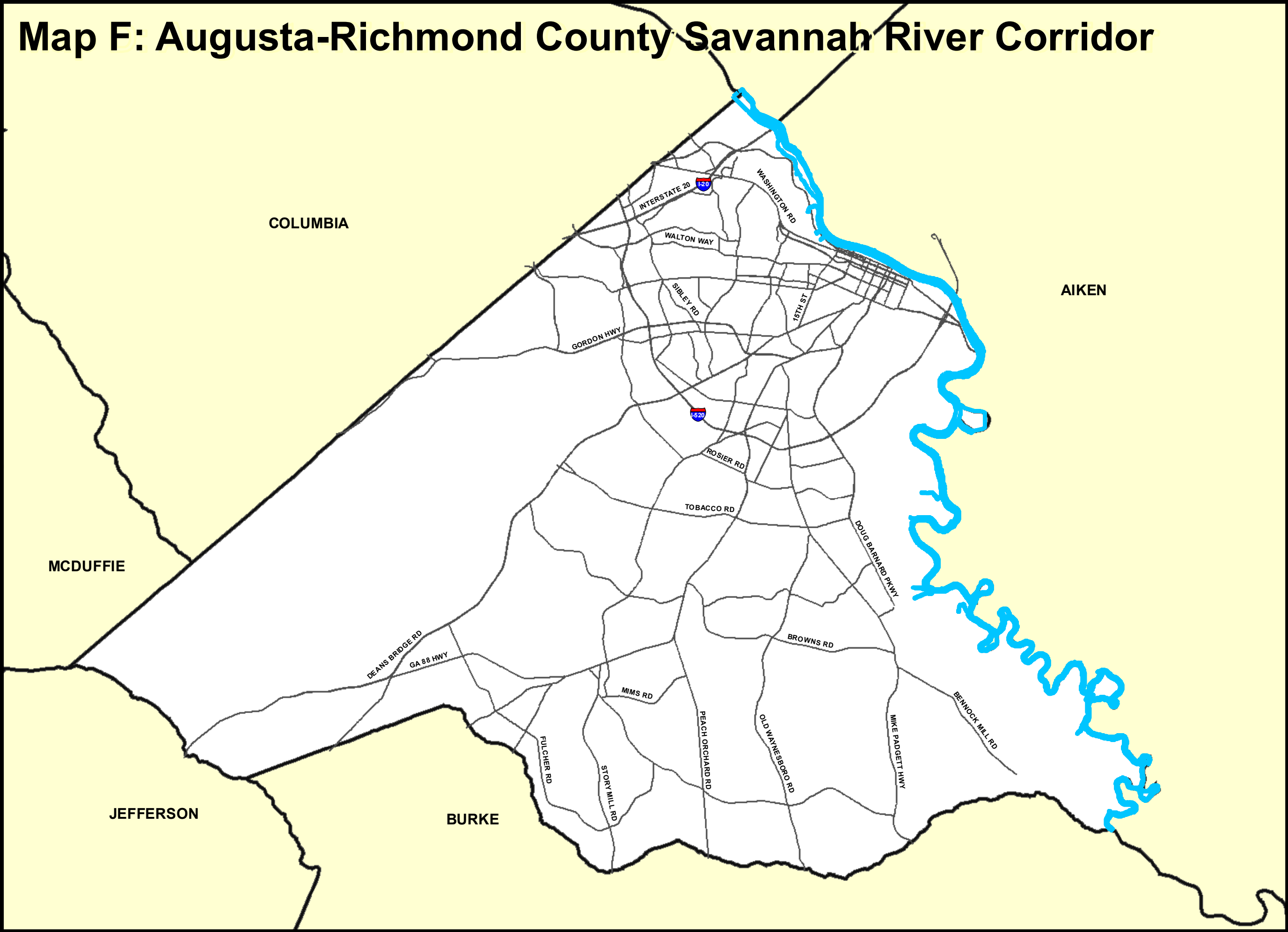
6.1.4 River Corridors

River corridors and their immediate shore land environment (sometimes referred to as the *riparian zone*) are areas of critical environmental significance. They provide a number of benefits including: drinking water, wildlife habitat, recreational opportunities, flood storage capacity, and assimilative capacity for wastewater discharges-the river or stream's ability to dilute wastewater to a point when it is no longer a threat to human health.

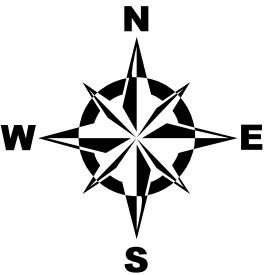
Section 305(b) of the federal Clean Water Act requires that all states biennially list navigable waters throughout the state and provide a description of the water quality of such streams and its impact on its designated uses. Consistent with these requirements, DNR has developed minimum planning criteria for its river corridors in order to protect these vital resources.

The Savannah River is a protected river under the Georgia Mountain and River Corridor Protection Act. The Savannah River is a unique resource and has played a central role in the history and development of Augusta and surrounding communities. At Augusta the river rolls over the fall line separating the Piedmont and Coastal Plain physiographic provinces. The river supports a variety of plants, animals and wildlife and enhances the quality of life for residents. A map of the Savannah River corridor may be found on **Map F**.

Map F: Augusta-Richmond County Savannah River Corridor



SAVANNAH RIVER CORRIDOR



Projection Stateplane
Zone 3651
Units Feet

0 0.5 1 2 3 Miles

SCALE 1:158,934

Legend

- SAVANNAH RIVER
- MAJOR ROADS
- AUGUSTA
- BLYTHE
- FORT GORDON
- HEPHZIBAH

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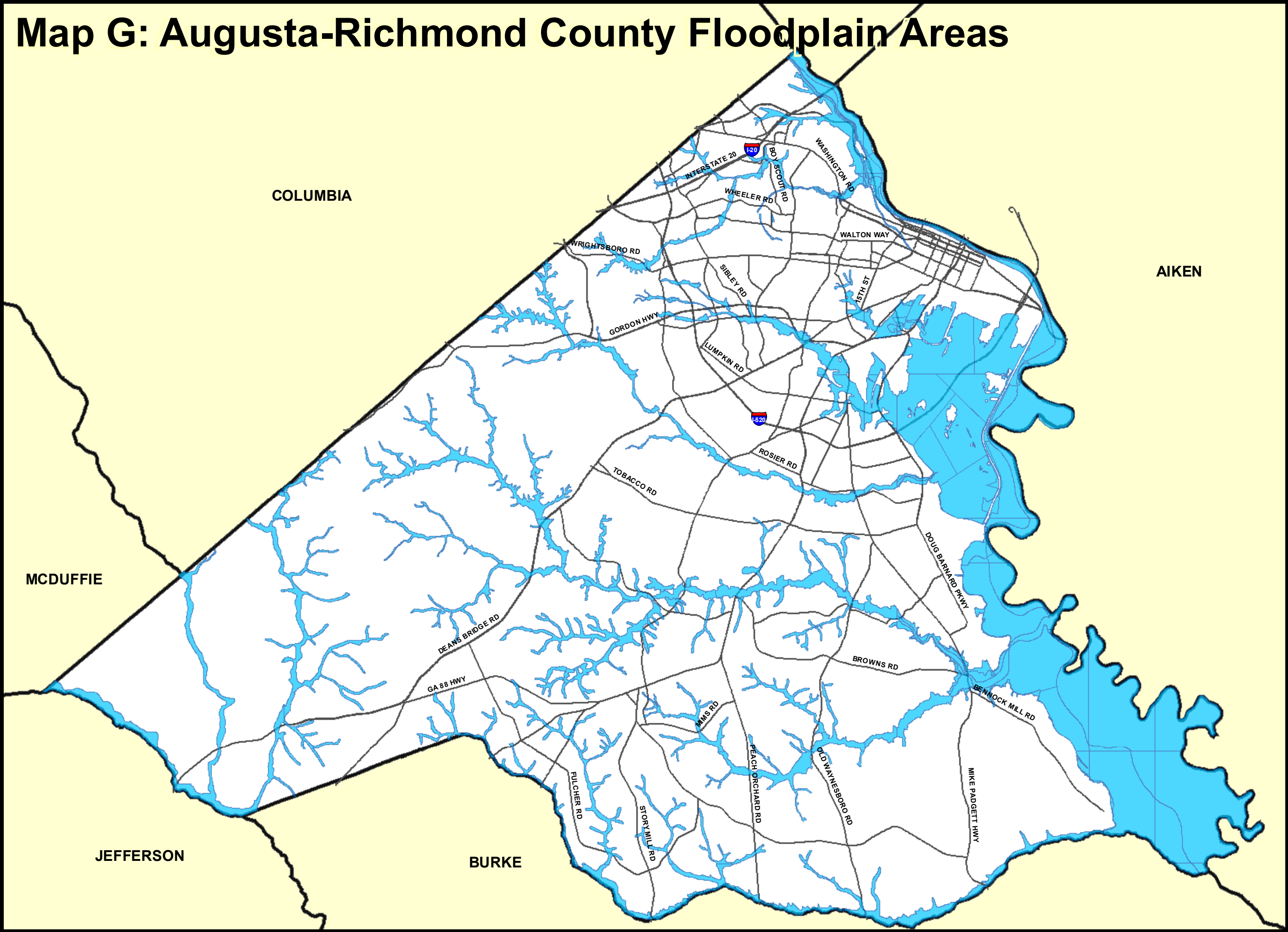
6.1.5 Flood Plains

As a body of water (e.g. river, stream, or creek) erodes and deposits material, it may shift its course and over a period of time build up a deposit of material in its valley bottom. This deposited material takes the shape of a plain, called a floodplain, which forms at elevations near that of the water's surface. About 25 percent of Richmond County (43,600 acres) is comprised of floodplains, stream terraces, and interstream divides. According to Flood Insurance Rates Maps / Flood Boundary and Floodway Maps published by the Federal Emergency Management Agency (FEMA), floodplains are located within and adjacent to the Savannah River and its tributaries (e.g. Rock, Rae's, Crane, Rocky, Butler, Spirit and McBean Creeks). The 100-year flood also referred to as the "base flood" is defined as the flood having a one percent probability of being equaled or exceeded in any given year.

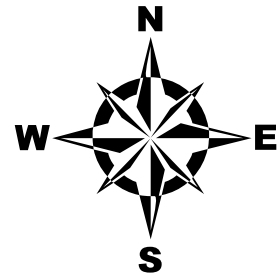
Augusta has participated in the National Flood Insurance Program (NFIP) for approximately 30 years. Augusta-Richmond County also has Flood Damage Prevention Ordinance that is based on FEMA's model ordinance. The ordinance requires anyone who wants to grade, fill, erect a structure, or otherwise develop in a floodplain to obtain a permit before starting any land disturbance or construction. The ordinance includes specific standards for development in floodplains and requires the filing of an Elevation Certificate before Augusta-Richmond County issues a certificate of occupancy. A group of maps delineate the applicable areas in Augusta-Richmond County susceptible to flooding during the 100-year and 500-year design floods. The maps are the basis for determining the areas regulated by the Flood Damage Prevention Ordinance. Floodplains throughout Augusta-Richmond County are illustrated on **Map G**.

Augusta-Richmond County has also developed a Flood Hazard Mitigation Plan. The purpose of the Flood Hazard Mitigation Plan is to assess flood risks and to articulate a comprehensive strategy for implementing flood mitigation activities. The plan outlines the risks associated with flooding, describes the existing conditions in Augusta, describes existing mitigation programs and activities, and presents a list of recommended mitigation strategies and activities.

Map G: Augusta-Richmond County Floodplain Areas



FLOODPLAIN AREAS



Projection Stateplane
Zone 3651
Units Feet

0 0.5 1 2 3 Miles

SCALE 1:142,133

Legend

- FLOODPLAIN
- MAJOR ROADS
- AUGUSTA
- BLYTHE
- FORT GORDON
- HEPHZIBAH

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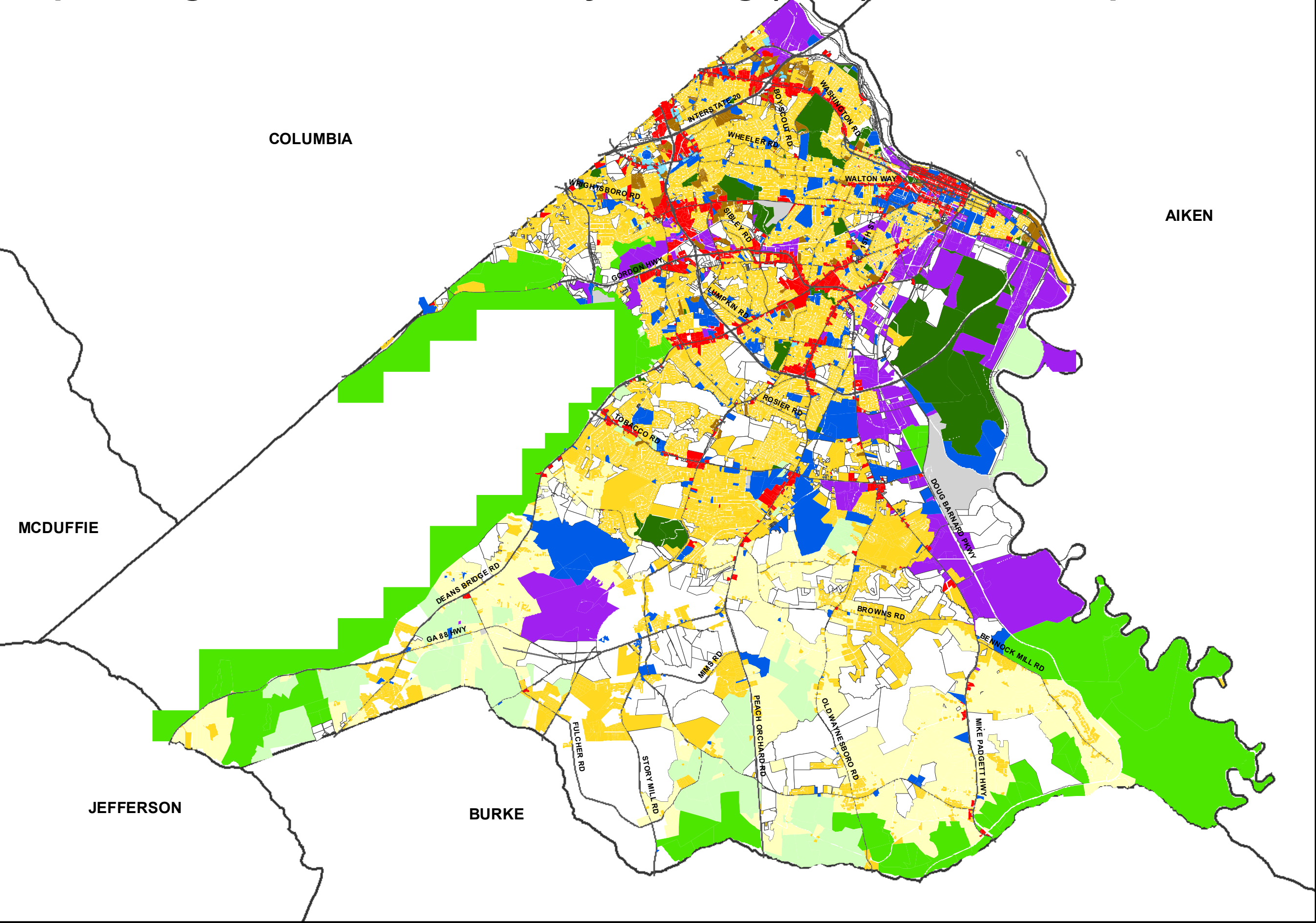
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June 2008

6.1.6 Local Zoning/Land Use

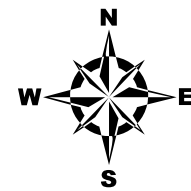
Zoning is an act of city or county authorities by exercise of police powers in regulating, controlling or specifying the type of use to which the property may be put in specific areas.

Augusta-Richmond County, Blythe and Hephzibah have ordinances in place that regulate the use of land. Augusta-Richmond County's code is very detailed, including several classifications of residential, commercial, and industrial uses, and does not allow solid waste handling facilities as permitted uses in any district without Special Exception and only if in harmony with the various elements or objectives of the Master Plan/Planning Department in effect. Application for a Special Exception must be made to the Planning Department. A zoning map for Augusta-Richmond County may be found on Map H.

Map H: Augusta-Richmond County Existing (2007) Land Use Map



EXISTING (2007) LAND USE MAP



Projection Stateplane
Zone 3651
Units Feet
0 0.5 1 2 Miles
SCALE 1:146,275

Legend

- MAJOR ROADS
- AUGUSTA
- BLYTHE
- FORT GORDON
- HEPHZIBAH
- LAND USE CLASSIFICATION**
- LOW DENSITY RESIDENTIAL
- RURAL RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- COMMERCIAL
- OFFICE
- INDUSTRIAL
- PUBLIC/INSTITUTIONAL
- TRANSPORTATION, COMMUNICATION & UTILITIES
- PARKS, RECREATION, & CONSERVATION
- AGRICULTURAL
- FORESTRY
- UNDEVELOPED/UNUSED

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.

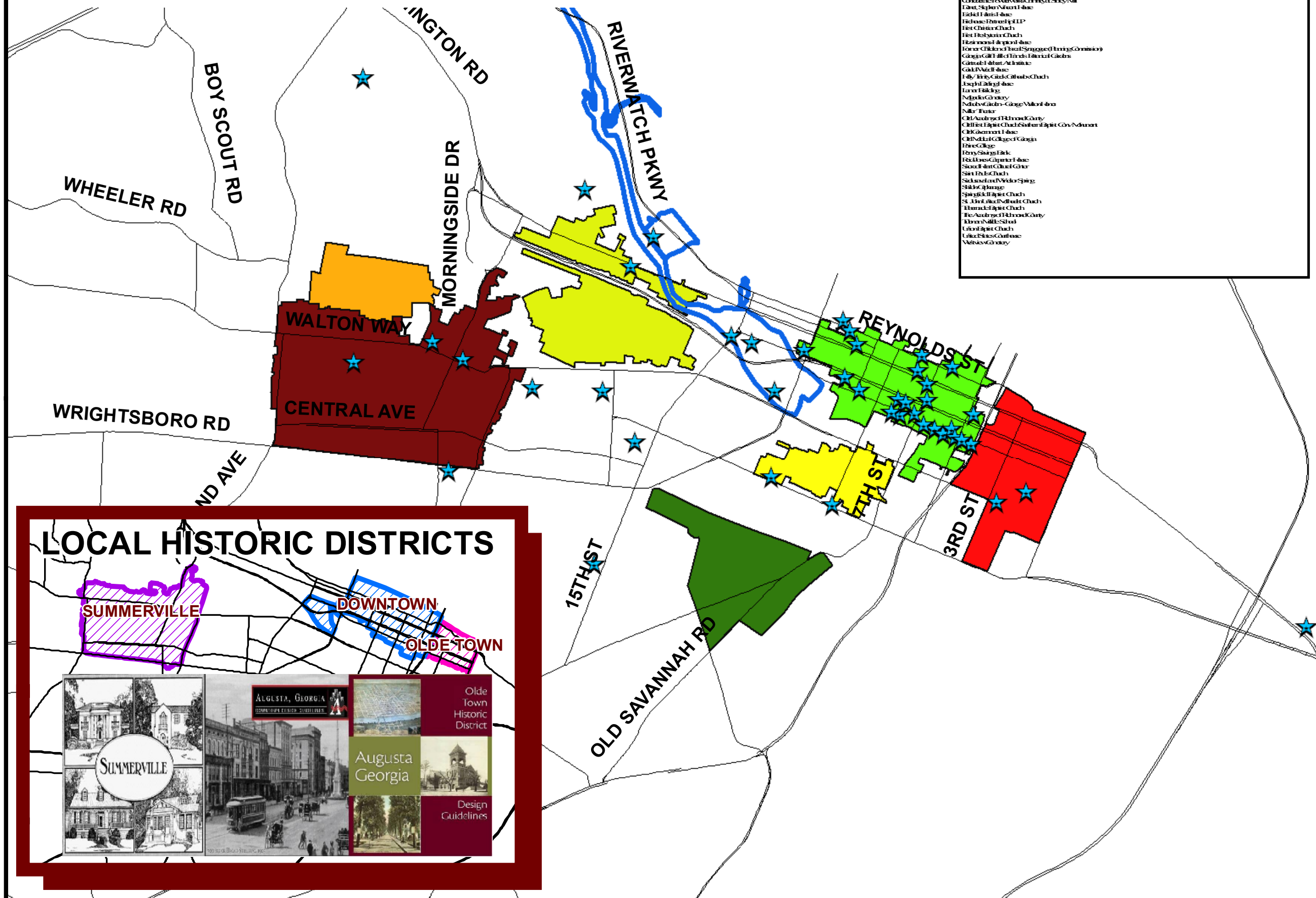


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June 2008

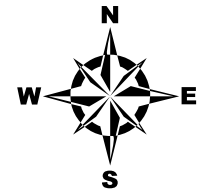
6.1.7 Historic Resources

There are currently nine (9) National Register Historic Districts in Augusta, encompassing approximately 5,800 properties. Twenty-nine (29) properties are listed individually on the National Register. These districts and properties represent many aspects of Augusta's history and include the central business district, industrial facilities, urban neighborhoods, institutional buildings, and rural resources. They reflect the significant contributions made by statesmen, businessmen, religious leaders, ethnic groups, racial minorities, and ordinary citizens to the history and development of the community. Collectively the districts are significant in such areas as architecture, commerce, community planning, education, engineering, industry, landscape architecture, military, politics/government, religion, and transportation. National Register Historic Districts in Augusta-Richmond County may be found on Map I.

Map I: Augusta-Richmond County National Register Historic Districts



HISTORIC DISTRICTS



Projection	Stateplane
Zone	3651
Units	Feet
SCALE	1:36,898

Legend



HISTORIC PROPERTY

- MAJOR ROADS


AUGUSTA

**NATIONAL REGISTER
HISTORIC DISTRICT**

 BETHELEHEM DOWNTOWN

HARRISBURG

 LANEY WALKER

 SANDHILLS

 PINCHGUT

 SUMMERVILLE

LOCAL HISTORIC DISTRICT

 DOWNTOWN OLDE TOWN

SUMMERVILLE

Augusta, GA Disclaimer

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6.1.8 Airport Proximity

There are two airports in Augusta: Augusta Regional Airport at Bush Field and Daniel Field. Augusta Regional Airport is a 1,500-acre commercial airport located at the intersection of Tobacco Road and Doug Barnard Parkway (SR 56 Spur). Major facilities include an 8,000-foot primary runway, a 6,000-foot crosswind runway, a terminal, an air traffic control tower, a facilities maintenance office, and a weather service station. Three commercial carriers serve Augusta Regional: Atlantic Southeast Airlines, US Airways Express and Continental Express. Atlantic Southeast provides service to Atlanta's Hartsfield International, while US Airways Express flies to Charlotte International. Continental Express, which began serving the Augusta market in March 2003, has flights to Houston and Newark. Augusta Regional Airport is operated under the direction of the 13-member Augusta Aviation Commission.

Daniel Field, located on a 152-acre site at the intersection of Wrightsboro Road and Highland Avenue, is a general aviation airport. Major facilities include two runways, two hangars, outdoor tie-down areas, and a control tower. Daniel Field was once the commercial airport for Augusta. Charter flights, flight training, airplane storage, and fuel and maintenance services are provided. Daniel Field is active year-round, but is especially busy in early April during the Masters[®] Golf Tournament. The airport is operated under the direction of the 13-member General Aviation Commission.

Per DNR criteria, no solid waste handling facility may be located within 10,000 feet from the end of the runway.

6.1.9 Jurisdictional Boundaries

Augusta-Richmond County is bordered by Columbia and McDuffie Counties to the north and west and Burke and Jefferson Counties to the south. Potential siting of solid waste handling facilities within Augusta-Richmond County must be consistent with siting criteria in neighboring jurisdictions.

6.1.10 Access

The highway system throughout Augusta-Richmond County is well-maintained and provides access to the majority of the community. The consistent availability of paved state and county highways in Augusta-Richmond County reduces the siting hurdle for potential solid waste handling facilities.

6.2 Local Procedures for Siting Solid Waste Facilities

6.2.1 All Solid Waste Handling and Disposal Facilities

Any entity requesting a renewal, modification, or issuance of a solid waste handling permit from EPD must demonstrate that the facility or facility expansion is consistent with the local government's solid waste management plan. Chapter 391-3-4.05 of the Georgia Department of

Natural Resources' Environmental Protection Division Rules deals specifically with the siting criteria associated with siting landfills and/or solid waste transfer facilities.

6.2.2 Privately Owned Waste Handling and Disposal Facilities

All privately owned waste handling and disposal facilities requesting a renewal, modification, or issuance of a permit from EPD or the County must demonstrate that the facility or facility expansion is consistent with the local government's solid waste management plan. In addition to any criteria set forth under DNR's regulations, the County will also use the following criteria to determine whether the issuance of the requested permit is consistent with the Solid Waste Management Plan:

- A determination has been made by the County that operation of the proposed facility or facility expansion would be consistent with regulations established by the County for privately operated waste handling and disposal facilities as provided for in County Ordinance.
- A determination has been made by the County that there is a need for the proposed facility or facility expansion, based on projected remaining useful life of existing disposal facilities, will be the initial screen for any finding of consistency with this solid waste management plan. Need will be defined as less than 10 years of disposal capacity remaining, at the time that the request is submitted, in existing disposal facilities recognized in this solid waste management plan. Remaining disposal capacity will be calculated based on an engineering calculation of remaining capacity divided by the annual rate of disposal of in-County and contracted out-of-county waste at the time that the request is submitted given waste reduction programs and performance in place at that time.
- A determination has been made by the County that the proposed facility or facility expansion is not sited in an area deemed unsuitable according to development criteria (examples include, but are not limited to: in groundwater recharge areas; located within two miles of a municipal water supply; on soils poorly suited for development; on slopes of greater than 25 percent; in area that do not have easy accessibility to transportation networks; on urban or built up lands; on or around water bodies or wetlands; or on federal, state, or public lands.
- A determination has been made by the County that the proposed facility or facility expansion is sited in a location that is consistent with all local zoning ordinances.
- A determination has been made by the County that the proposed facility or facility expansion does not negatively impact other natural or cultural resources of the County.

- A determination has been made by the County that the proposed facility or facility expansion does not negatively impact the current solid waste management infrastructure of the County;
- A determination has been made by the County that the proposed facility or facility expansion does not negatively impact collection capability and/or disposal capacity identified in the Plan.
- A determination has been made by the County that the proposed facility or facility expansion does not negatively impact the County's ability to contribute to the state-wide solid waste reduction.
- A determination has been made by the County that the proposed facility or facility expansion does not negatively impact the financial viability of the County's solid waste management system.
- A determination has been made by the County that the proposed facility or facility expansion is properly insured so that closure and post-closure care is assured.
- A determination has been made by the County that the proposed facility or facility expansion has a mitigation plan above and beyond financial assurance already required.
- A determination has been made by the County that the past performance of other waste handling facilities owned or operated by the applicant will be used in determining the feasibility of the new facility or facility expansion. The county may withhold approval based on such past performance.
- A determination has been made by the County that the proposed facility or facility expansion is in the best interest of public health and safety.

No proposed privately owned facility or facility expansion will be sited without a letter from the Augusta-Richmond County Administrator and the City Councils of Blythe and Hephzibah (if said facility is within their city limits) stating that the facility is consistent with the Solid Waste Management Plan. The Augusta-Richmond County Commission and the City Councils of Blythe and Hephzibah may hold one or more public hearings to gather input to make this determination for their respective jurisdictions.

Should a determination be made by the Administrator that one or more public hearings shall be held, then the applicants of proposed facilities or facility expansions shall consult with County and City (if said facility is within their city limits) officials in order to identify an appropriate date to schedule a public hearing. The applicant shall advertise the public hearing in the local newspaper and distribute letters of intent to adjacent property owners no less than 15 days

prior to the date of the scheduled hearing. Should the Commission and Council (if said facility is within their city limits) determine, based on information provided, to disapprove the proposal based on inconsistency with the adopted solid waste management plan, the applicant may appeal and provide additional information at a subsequent Commission and Council (if said facility is within their city limits) meeting. Applicants may appeal any additional negative ruling by the Commission and Council (if said facility is within their city limits) to circuit court.

6.3 Assessment of Land Limitation

The goal of the land limitation element is to identify areas of the County which should be avoided when developing solid waste handling and disposal facilities. This is an effort towards providing environmentally and socially sound solid waste handling and disposal facilities. As the County considers siting new solid waste handling and disposal facilities, local officials need to be cognizant of environmental considerations as well as other special needs. Regulation should not necessarily result in the prohibition of privately owned solid waste disposal facilities but ensure that the development of such facilities does not conflict with this Plan, local comprehensive planning documents, or other local, state and federal regulations. While the maps contained in this section illustrate some of the land limitations applicable in Augusta-Richmond County, it is important to note that additional local, state and federal siting criteria may result in additional properties being deemed inappropriate for the siting of privately owned solid waste handling and disposal facilities.

6.3.1 Water Supply Watersheds

Richmond County contains two watersheds: the Middle Savannah Watershed and the Butler Creek Watershed. The Savannah River is Augusta-Richmond County's primary source for public drinking water supply, supplemented by groundwater wells located throughout the county. Water is also withdrawn from the Augusta Canal, which is fed by and located next to the river. A Water Supply Protection ordinance for the Savannah River may be found in Chapter 8-7-1 of the Augusta-Richmond County Code.

The Butler Creek Watershed above Butler Reservoir is characterized by low-density residential development, woodlands and scattered commercial uses. For a number of years, the Butler Creek watershed served as the source of water for Fort Gordon; however, since 2007 the Augusta Utilities Department has provided drinking water to the base.

Although they must meet stringent DNR rules, due to the impact that a potential failure would have on water supply to area residents, solid waste handling facilities shall not be located within any water supply watersheds in Augusta-Richmond County.

6.3.2 Groundwater Recharge Areas

The citizens of Augusta-Richmond County and the Cities of Blythe and Hephzibah rely on groundwater sources for their drinking water supply. In addition to DNR rules, solid waste

handling facilities shall be prohibited from locating within 2 miles of portions of the county that have been identified as groundwater recharge areas. The potential for leachate collection system and/or synthetic liner failure places vital groundwater sources for major portions of the county in jeopardy.

6.3.3 Wetlands

Consistent with DNR rules, solid waste handling facilities shall not be located within identified wetland areas.

6.3.4 River Corridors

The Savannah River (illustrated on Map F) is a protected river and is on the U.S. EPA's list of 303(D)/305(B) protected rivers due to apparently high levels of particular contaminants. Because these critical waterways are already impaired by one or more pollutants, the siting of solid waste handling facilities within close proximity to these water courses can easily compound existing problems. As a result, solid waste handling facilities shall not be located within 2 miles of a protected river corridor. In addition, other surface waters throughout the county can easily be contaminated by activities associated with mismanaged or failing solid waste handling facilities. As a result, all other navigatable river corridors shall be subject to DNR's minimum planning criteria.

6.3.5 Floodplains

The critical and fragile habitats associated with wetlands are often present in floodplains. In addition, floodplains that may be disrupted or altered by filling activities associated with solid waste handling facilities – potentially creating flooding problems for downstream property owners. Solid waste handling facilities shall be prohibited from being located within floodplain areas.

6.3.6 Local Zoning/Land Use

Augusta-Richmond County has appropriate regulations in place to discourage the location of solid waste facilities in areas identified as unsuitable. The location of any potential solid waste handling facility in these jurisdictions would require zoning amendments.

The Cities of Blythe and Hephzibah do not have local land use regulations that address siting of such facilities; however, these communities are small in size and population concentrations. As a result, the location of solid waste handling facilities would be highly unlikely, albeit inappropriate, regardless of whether local land use regulations were in place.

6.3.7 Historic Resources

Augusta-Richmond County continues to make significant investments in historic resources. In most recent history, the consolidated government has taken steps to become more directly involved in historic preservation. Historic preservation in Augusta is marked by a wide variety of activities. From preparation of National Register nominations, to rehabilitation of historic

buildings, to participation in historic preservation programs, individuals and organizations are interested in preserving the past and at the same time make it a part of Augusta-Richmond County's future. Augusta-Richmond County's historic preservation movement has grown to the point where it is now an integral part of neighborhood revitalization, economic development and tourism. Solid waste handling facilities have the potential to negatively impact a community's historic resources due to noise, odor, traffic, etc. It is in the best interest of Augusta-Richmond County and the cities of Blythe and Hephzibah to prohibit the siting of nearby solid waste handling facilities. Therefore, such Solid waste handling facilities shall not be located within 3 miles of a historic resource.

6.3.8 Airport Proximity

In accordance with DNR Rule 391-3-4-.05(1)(c), Augusta-Richmond County shall require that new solid waste landfill units or lateral expansions of existing units shall not be within 10,000 feet of any public use or private use airport runway end used by turbojet aircraft or within 5,000 feet of any public use or private use airport runway end used by only piston type aircraft. Because future runway expansion and/or the construction of additional runways are possible scenarios, the 10,000 foot buffer should be observed from all sides of the property.

6.3.9 Jurisdictional Boundaries

Unless multi-jurisdictional agreements are made between Augusta-Richmond County and its neighboring counties, solid waste handling facilities should be located in such a way as not to be a detriment to these other jurisdictions. The county respects the siting criteria adopted by its neighboring counties.

6.3.10 Access

Any future solid waste handling facility in Augusta-Richmond County shall be sited on an easily accessible parcel of land with direct paved road access that does not interfere with rail system operations.

6.4 Goals

To ensure all solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable and approved for such developments within the County.

Section 7 Education and Public Involvement Element

7.0 Introduction

The purpose of this section of the Plan is to provide an inventory and assessment of existing educational programs and public involvement activities available in Augusta Richmond County and the Cities of Blythe and Hephzibah. Local governments throughout Georgia are encouraging

residents to become more aware of the true costs of solid waste management and the need for waste reduction, recycling and siting of new facilities.

7.1 Inventory Existing Public Education Programs and Public Involvement Opportunities

Solid waste, waste reduction, recycling, and other environmental education programs are available to all citizens within Augusta-Richmond County, the City of Hephzibah and the City of Blythe. Table 7-1 provides an inventory of all existing environmental education initiatives in Augusta-Richmond County as they relate to solid waste management.

Table 7-1
Existing Environmental Education Initiatives

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Number of Participants per Year	Description of Impact
Recycling Brochures to Each Household	Augusta-Richmond County	ARC Solid Waste Department	Residents	62,000	Increases participation; encourages recycling
Landfill tours, website	Augusta-Richmond County	ARC Solid Waste Department	Civic Organizations, Residents, Schools, Businesses	350, Data Not Available	Raises awareness and provides information about waste reduction and recycling efforts
School Programs	Augusta-Richmond County	ARC Solid Waste Department	Students; Teachers	33,000	Promotes/educates students/teachers about benefits of recycling
Speaker's Bureau	Augusta-Richmond County	ARC Solid Waste Department	Civic Organizations, Residents, Schools, Businesses	Data Not Available	Promotes/educates general public/students/teachers about benefits of recycling

Program/Activity	Jurisdictions Covered	Operated by	Target Audience	Number of Participants per Year	Description of Impact
"Bring One For the Chipper" -annual Christmas tree chipping	Augusta-Richmond County	ARC Solid Waste Department	Residents	Minimal, participation has declined due to curbside pickup	Diversion of Christmas trees from landfill
Adopt-A-Road, Adopt-A-Stream, Adopt-A-Highway	Augusta-Richmond County	ARC Solid Waste Department	Residents	120, six 'Adopt-a-Roads' with six pickups annually, averaging 10 people per pickup	Reduces and/or eliminates litter from roads/highways and waterways
Special events (e.g.: Earth Day, America Recycles Day)	Augusta-Richmond County	ARC Solid Waste Department	Residents	500, participation is increasing as new programs come online	Raises awareness about conservation and recycling

*DNA – Data Not Available

7.1.1 Local Government Programs

Augusta-Richmond County has dedicated an Officer through its Code Enforcement Program to provide information, education, and customer service to students, citizens, civic organizations, and businesses on all county solid waste, recycling, and litter prevention programs. The County coordinates school education programs; teaches solid waste, landfill, waste reduction, recycling and other environmental education topics to a variety of age groups; conducts workshops, presentations, and tours of the landfill for school and community groups; designs and produces brochures, manuals, reports and other print media; plans, coordinates, directs, and participates in special events; and maintains a speakers bureau comprised of at least two (2) Solid Waste Department staff members and the dedicated Code Enforcement Officer.

The County sponsors a number of educational programs that involve public participation such as litter pick up events (e.g.: Adopt-a-Highway, Adopt-a-Road, Adopt-a-Stream, Rivers Alive) and recycling and conservation awareness activities (e.g.: one day recycling events) associated with the observance of America Recycles Day and Earth Day. Although Augusta-Richmond County jurisdictions do not currently fund a Keep Georgia Beautiful (KGB) affiliate program, the County does have access to KGB resources as needed.

In addition, nine public hearings were held during the development of this solid waste management plan where educational information was distributed and staff was available to answer questions about local solid waste and recycling efforts. The first public hearing was held

on January 8, 2008 at the McBean Community Center in conjunction with Augusta-Richmond County's Comprehensive Plan Update. Eight additional hearings were held throughout the month; ending on January 31, 2008. See Appendix E. All interested parties along with the general public were encouraged to attend and become involved in the planning process through public advertisements. The hearings were designed to inform the public on the planning process and to encourage input on solid waste goals, needs, and issues. A second set of public hearings, six in total, took place near the conclusion of the planning process throughout the County between June 3, 2008 and June 19, 2008. See Appendix F. A copy of the Plan was prepared and distributed to those in attendance for review and comment.

7.1.2 Solid Waste Committee/Task Force

There is currently no solid waste committee/task force in place within the County or other area jurisdictions.

7.1.3 School System Programs

The Augusta-Richmond County Solid Waste Department's Code Enforcement program provides a dedicated Officer who presents educational programs about solid waste and recycling to area students. The scope of the educational program includes interactive presentations with the help of ARC's recycling mascot 'Bin-E,' age appropriate handouts, and distribution of fun promotional items such as recycled steel slinkys, recycled pencils, etc.

In addition, the state's science curriculum objectives (*Georgia Performance Standards*) provide a standardized curriculum that introduces students to solid waste and waste reduction principles. Area students in grades K through 12 are regularly exposed to this curriculum. Along with its education efforts the Augusta-Richmond County BOE has arranged for the collection of corrugated cardboard from each school through their solid waste hauler.

7.1.4 Litter Control Programs

Augusta-Richmond County has adopted ordinances regulating litter and illegal dumping. The Cities of Blythe and Hephzibah cite litter and illegal dumping violations under the Georgia code. Enforcement is largely the responsibility of local law enforcement and is conducted predominantly on a complaint basis.

7.1.5 Regional RDC Programs

Although the Central Savannah River Area (CSRA) Regional Development Center (RDC) does not have any regional recycling programs in place, the CSRA Environmental Science Education Cooperative does provide information and access to environmental science education programs to the County. The County's involvement includes participation in organized activities/programs for the region, including one-day special events, such as for electronics and glass recycling.

7.2 Assess Adequacy of Environmental Education Initiatives

Augusta-Richmond County has designated staff that provides the public with information on solid waste management, waste reduction practices and services, and litter prevention efforts throughout the County.

7.2.1 Opportunities for Public Involvement

Augusta-Richmond County and the Cities of Blythe and Hephzibah rely on their staff's interaction with the public as well as public meetings to involve the public in local solid waste management issues. In addition, the public can participate in a number of local and regional waste reduction initiatives, including recycling drop-off and litter pick-up events.

7.2.2 Education Programs

Although the County has the infrastructure in place to provide public awareness of local solid waste management and waste reduction practices and programs, the County acknowledges that further improvements are needed to increase the public's awareness of and involvement in local solid waste programs. For example, based on information from a 2004 Waste Composition Analysis, 32 percent of the Augusta-Richmond County waste stream consists of organic materials. Yet existing educational programs do not adequately target this sector of waste. In addition, although recycling services are available to the general public (i.e.: drop-off, curbside), the amount of recycling tonnage currently collected in the County is low compared with other similar-size programs; suggesting only modest participation.

7.3 Statement of Needs and Goals

Augusta-Richmond County's goal is to provide all necessary information to the general public so they are aware of the importance of proper solid waste management and understand their role.

Section 8- Implementation Strategy

8.0 Introduction

The implementation strategy represents a culmination of information gathered in the preceding elements and after all elements have been inventoried and assessed, and needs and goals have been identified.

Section 8.1 Summary of Goals and Needs

Table 8-1 below provides a summary of the goals and needs for the Augusta-Richmond County planning area.

Table 8-1
Summary of Goals and Needs by Planning Element

Element	Description of Goal/Need	Jurisdiction
Waste Reduction	To achieve a 25 percent reduction per capita in the amount of solid waste disposed of in the MSW landfill by 2018 and to expand and further develop waste reduction programs over the next 10 years.	ARC, Cities of Blythe and Hephzibah
Collection	To provide for the efficient and effective collection of solid waste in Augusta-Richmond County over the next 10 years.	ARC, Cities of Blythe and Hephzibah
Disposal	To make sure that disposal facilities in Augusta-Richmond County meet regulatory requirements and have the ability to sustain solid waste services over the next 10 years.	ARC, Cities of Blythe and Hephzibah
Land Limitation	To ensure all solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable and approved for such developments.	ARC, Cities of Blythe and Hephzibah
Education and Public Involvement	To provide all necessary information to the general public so they are aware of the importance of proper solid waste management and understand their role.	ARC, Cities of Blythe and Hephzibah

8.2 Implementation Strategy/Short Term Work Program

The implementation strategy may be found in Appendix G. It includes specific actions which address the needs and goals expressed in the planning elements and which will help the State reach the statewide goal of waste disposal reduction. Plans and programs presented in the implementation strategy demonstrate 10 year collection capability and disposal capacity.

Finally, the implementation strategy identifies specific administrative responsibilities and budgeting necessary to implement the Plan.

Appendix A

AUGUSTA-RICHMOND COUNTY CODE, READOPTED 7-10-2007

TITLE 4

PUBLIC HEALTH

ARTICLE 2 LITTER CONTROL

Sec. 4-2-7. Definitions.

- (a) *Commission*. The Augusta-Richmond County Commission, or its designated representative.
- (b) *Litter*. All sand, gravel, slag, brickbats, rubbish, waste material, tin cans, refuse, garbage, trash, debris, dead animals or discarded materials of every kind and description.
- (c) *Person*. Any person, firm, partnership, corporation or unincorporated association.
- (d) *Public or private property*. The right-of-way of any road or highway; any body of water or watercourse or the shores or beaches thereof; any park, playground, building, refuge, or conservation or recreation area; and residential or farm properties, timberlands or forests in Augusta-Richmond County.
- (e) *Road or street* shall be mutually inclusive and shall likewise be deemed to include any alley, lane, court and other thoroughfare, however described or designated.

Sec. 4-2-8. Certain deposits prohibited; exception.

It shall be unlawful for any person or persons to dump, deposit, throw or leave, or cause or permit the dumping, depositing, placing, throwing or leaving of litter on any public or private property in Augusta-Richmond County unless:

- (a) The property is designated by Augusta-Richmond County for the disposal of litter and the person is authorized by the proper public authority to use such property;
- (b) The litter is placed into a litter receptacle or container installed on such property; or
- (c) The person is the owner or tenant in lawful possession of such property or has first obtained consent of the owner or tenant in lawful possession or unless the act is done under the personal direction of the owner or tenant, all in a matter consistent with the public welfare.

Sec. 4-2-9. Littering streets and sidewalks prohibited.

It shall be unlawful for any person to place, store, dump, park or broadcast any junk, metal, brickbats, stones, plaster, lumber, trash, garbage, litter, paper or similar rubbish and junk upon any public street or sidewalk in Augusta-Richmond County. As used in this Section, "junk" includes without limitation appliances, furniture and other bulk items not considered usual household garbage. The sanitation department is not responsible for collection and/or disposal of such junk, and such junk shall not be collected by the sanitation department, but must be disposed of by the owner of the property on which it is located.

Sec. 4-2-10. Placing, throwing, etc., dangerous objects in streets and sidewalks prohibited.

It shall be unlawful for any person to place or to throw or to leave or abandon on any street in Augusta-Richmond County any glass bottle or car or the fragments thereof, or any broken glass bottle or crockery or any kind. or nails, tacks, brickbats, or any article or object likely to injure barefoot persons using such streets or sidewalks or to injure or puncture the tires of vehicles utilizing pneumatic tires for their locomotion.

Sec. 4-2-11. Keeping crates, boxes, etc., on streets and sidewalks prohibited; exception.

It shall be unlawful for any person to keep on the streets or sidewalks in Augusta-Richmond County any crates, boxes, or any similar containers, except authorized trash receptacles.

Sec. 4-2-12. Churches and public places; littering and spitting prohibited.

It shall be unlawful for any person to spit or throw hulls, peelings or other litter upon the sidewalk or in or upon the floors of churches, public halls, theaters, buses, auditoriums, and other similar public places.

Sec. 4-2-13. Distributing handbills and advertising matter in automobiles, on private property prohibited; exceptions.

(a) It shall be unlawful to place in or on any automobile in Augusta-Richmond County any handbill, circular, pamphlet, poster, postcard, or other literature except with the permission, express or implied, of the owner or occupant of such automobile.

(b) It shall be unlawful for any person to place on private property any handbill, circular, pamphlet, poster, postcard, or other literature except with the permission, express or implied, of the owner of the property or intended recipient.

Sec. 4-2-14. Transporting refuse in vehicles regulated.

(a) *Regulations for all vehicles.*

(1) It shall be unlawful for any person, firm or corporation to transport any garbage, trash, refuse or other cargo upon the public thoroughfares in Augusta-Richmond County if the same is of a character or substance which is likely to be deposited from the motor vehicle onto the public rights-of-way, unless the same is secured by containers, tarpaulin, or other device in such fashion as to effectively prevent such deposit on the public rights-of-way.

(2) No regulated quantities of hazardous wastes may be collected and transported except in accordance with the provisions of the Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq.

(3) It shall be unlawful for any person, firm, business, or corporation to transfer refuse between vehicles on any public property, including without limitation public rights-of-way.

(b) *Additional regulations for commercial solid waste collection and transportation vehicles and containers.* It shall be unlawful for any person, firm, business, or corporation to engage in the business of transporting refuse as defined in Augusta-Richmond County Code section 4-2-5 unless and until the following conditions are met:

(1) *Business tax certificate.* Prior to commencing business to transport refuse, a business tax certificate to conduct such business must be obtained as provided in Augusta-Richmond County Code Section 2-1-1, et seq. Prior to the use and operation of any solid waste collection and transportation vehicle, such vehicle shall be thoroughly inspected and examined by the Marshall's Department and found to comply with the Augusta-Richmond County Code. All such businesses shall indicate compliance with this Section by displaying on each commercial solid waste collection and transportation vehicle a sticker issued for such purpose by the Marshall's Department. Business tax certificates and vehicle stickers shall be renewed annually. The

annual inspection fee for compliance with this section shall be twenty-five dollars (\$25.00) upon enactment of this section.

(2) Vehicle and container construction. Solid waste collection and transportation vehicles and containers shall be enclosed with a non-pliable material, substantially leak-proof, durable, and of easily cleanable construction, and shall be inspected by the Marshall's Department every six (6) months to ensure the continued maintenance of such vehicles and containers. The date showing the last inspection shall be shown on the sticker described herein.

(3) Vehicle and container maintenance. Solid waste collection and transportation vehicles and containers shall be maintained at all times in clean condition and in good repair, and free of excessive noise, odor and emissions.

(4) Littering and spillage. Solid waste collection and transportation vehicles and containers shall be loaded and moved in such manner that the contents will not fall, leak or spill there from and shall be covered when necessary to prevent blowing of material from the vehicle.

(Ord. No. 6235, § a, 12-21-99)

Sec. 4-2-15. Duty of owner, occupant, etc., to keep property litter free.

The owners, occupants and lessees of all property, jointly and severally, are required to remove all litter and place the same in proper containers. Vacant lots, borders, parking lots, embankments, fences, walls and sidewalks shall be kept free of litter. Parking lots, shopping centers, convenience stores, drive-in restaurants and all other commercial and industrial enterprises shall see to it that their respective properties are kept litter free.

Sec. 4-2-16. Duty of proprietors, business managers to insure cleanliness of areas surrounding businesses.

(a) The proprietor and person in charge of every business and commercial establishment in Augusta-Richmond County, jointly and severally, is hereby required to keep the driveways, yards, parking lots and areas adjacent thereto and under his control clean at all times and to place sweepings in a container to prevent rescattering.

(b) Any proprietor or person in charge of a business which offers curbside service shall be responsible for all paper, trash or other refuse deposited on the street or sidewalk by his customers. Any person in front of whose place of business retail or wholesale transactions are made shall be responsible for all trash or other refuse deposited on the street or sidewalk as the result of such transactions.

(c) It shall be unlawful for any property owner or tenant to permit waste paper, paper cups or food containers of any kind to remain unsecured on his property, but the same shall be placed in a closed container immediately after use. It shall also be unlawful for any property owner or tenant to permit any waste paper, paper cups or other paper products to blow from any premises owned or controlled by him onto the streets of Augusta-Richmond County.

Sec. 4-2-17. Grass, leaves, tree trimmings, etc.

(a) *Prohibited in streets or gutters.* It shall be unlawful to place grass, leaves, shrubbery trimmings, brush, limbs, trees or parts thereof, or any similar materials in the streets or gutters within Augusta-Richmond County. Any person engaged in the business of horticulture or landscape gardening or landscape maintenance such that such materials are created as a result of said business shall be responsible for disposing of said materials.

(b) *Collection.* Grass, leaves or shrubbery trimmings and similar materials in the Urban Services District shall be placed in closed containers or bags, and only brush, limbs, trees or parts

thereof, and similar materials which are no more than four feet long and/or four inches in diameter and weigh no more than fifty (50) pounds, all of which are required to be placed in a neat, orderly pile between the curb and sidewalk for collection according to the collection schedule published by Augusta-Richmond County.

(c) *Disposal required.* Material not eligible for collection as set out in subsection (b) hereof shall not be collected, and it shall be the responsibility of the property owner, or the person engaged in the business of horticulture or landscape gardening or landscape maintenance, to dispose of said material.

(d) *Cleaning of property at owner's expense; violations.* In the event Augusta-Richmond County discovers such material on property within Augusta-Richmond County, Augusta-Richmond County shall leave a written notice at the property which notifies the owner of his/her responsibility to dispose of the material, or shall provide written notice by mail to the person engaged in the business of horticulture or landscape gardening or landscape maintenance. In the event the material is not disposed of according to this Section within fifteen (15) days of said written notice, Augusta-Richmond County shall have the option, but shall not be required, to collect and dispose of said material, with the cost of such collection and disposal billed to the property owner or other responsible party. If such cost is not paid by the property owner within ten (10) of the date of billing, then execution may be issued by the Augusta-Richmond County Commission against the property upon which such service is rendered for the cost thereof, and such execution shall constitute a lien against the property until fully paid and satisfied. Said execution may be enforced in the same manner, and with the addition of interest and costs, as provided by law for the enforcement of executions for ad valorem taxes. Any person or party violating this section may be prosecuted and, if convicted, shall be subject to the penalties provided in section 1-6-1.

Sec. 4-2-18. Owners, occupants, etc., of commercial, institutional or industrial properties to provide containers for litter generated by customers, licensees or invitees.

Every owner, occupant, tenant and lessee using or occupying any commercial, institutional or industrial building or property shall be obligated, jointly and severally, to provide litter containers of such character, size, number and type as may be specified by Augusta-Richmond County to be reasonably required to hold litter generated by operations of the premises. Specifically, and without limiting the generality of the foregoing, the requirement for such containers shall apply to shopping centers, supermarkets, convenience stores, fast-food restaurants, service stations and similar establishments; and shall likewise apply to commercial establishments, garages, schools, colleges, and churches.

Sec. 4-2-19. Parking lot owners to provide containers for litter generated from lot operations.

Every owner and every operator of a private or commercial parking lot shall provide litter containers of adequate size, character and number, as specified by Augusta-Richmond County, to contain the litter generated by the operations of such parking lot.

Sec. 4-2-20. Work areas to be kept in clean condition.

All work areas, including, but not limited to, loading and unloading areas, shall be provided with containers for the deposit of litter created by packing or repacking operations; and the owner of the premises and the occupant thereof shall jointly and severally maintain surveillance to ensure that all litter is placed in the proper container and the area is kept clean.

Sec. 4-2-21. Garbage storage areas to be kept clean.

Every owner, occupant and lessee of a house or building shall be jointly and severally required to maintain garbage storage areas in a clean condition and to ensure that all garbage is properly containerized.

Sec. 4-2-22. Removal of litter, trash and debris resulting from special occasions.

Litter, trash and debris resulting from special occasions such as holidays, moving or cleanup will be made into bundles weighing not more than fifty (50) pounds each and not more than four (4) feet long, two (2) feet wide and two (2) feet high, and made secure. Empty cartons will be broken down before being placed in bundles. Bundles will be placed at or near the front property line for pickup.

Sec. 4-2-23. Removal of construction-site litter.

Property owners and prime contractors in charge of a construction-site are jointly and severally required to furnish litter containers for construction litter. All litter from construction and related activities shall be containerized and shall be picked up and placed in containers at the end of each workday.

Sec. 4-2-24. Cleaning of property at owner's expense.

In the event Augusta-Richmond County discovers that litter has been illegally placed on private property within Augusta-Richmond County, written notice shall be posted at the property which notifies the owner of his/her responsibility to dispose of the material. In the event said litter is not disposed of according to this section within fifteen (15) days of said written notice, the sanitation department shall have the option, but shall not be required, to collect and dispose of said material, with the cost of such collection and disposal billed to the property owner or other responsible party. If such cost is not paid by the property owner within ten (10) days of the date of billing, then execution may be issued by the Augusta-Richmond County Commission against the property upon which such service is rendered for the cost thereof, and such execution shall constitute a lien against the property until fully paid and satisfied. Said execution may be enforced in the same manner, and with the addition of interest and costs, as provided by law for the enforcement of executions for ad valorem taxes. In addition, any person or party violating this section may be prosecuted and, if convicted, shall be subject to the penalties provided in Sec. 1-6-1.

Sec. 4-2-25. Violations; penalties.

All persons, firms or corporations failing to comply with the mandatory provisions hereof or doing any act prohibited hereby shall be guilty of an offense and, upon trial as a misdemeanor and conviction, shall be subject to the penalties provided in Sec. 1-6-1.

Sec. 4-2-26. Unauthorized interference with receptacles or contents.

It shall be unlawful for any unauthorized person to deposit or throw any article or substance in any receptacle for garbage and trash (including without limitation, garbage and trash dumpsters belonging to commercial establishments) or to remove, injure or destroy, uncover or in any manner move or disturb such receptacle or any portion of its contents.

Appendix B

AUGUSTA RICHMOND COUNTY SOLID WASTE DEPARTMENT POLICIES AND PROCEDURES

DATE: September 15, 2008	Handling Illegal Dumps	HSP Number:
Page 1 of 3		SW-POL-CEO-005
Approved By: _____ Mark Johnson, Director		

PURPOSE:

To set forth the code enforcement officer policies and procedures for issuing a Non-Compliance Notice for illegal dumps.

SCOPE:

This policy applies to all Solid Waste Department Code Enforcement employees.

We will strive to maintain a professional demeanor at all times, and we will remain pleasant and helpful even when a customer is not

POLICY:

1. There are six steps in the process.
 - a. Handling violations
 - b. Filling out the Litter Crime Scene Investigation Form
 - c. Initiating a work order or investigation of illegal dumping
 - d. Follow-up
 - e. Closing out illegal dumping investigations
 - f. Documentation
2. Handling Violations
 - a. Once a violation has been discovered either by another code enforcement officer (CEO) or by referral, it becomes the responsibility of the CEO to investigate as well as document all findings.
 - b. Documentation should include photographs, interview documentation with owners, occupants, and/or neighbors.
 - c. All documentation shall be placed in the illegal dumping file.
3. Filling out the Litter Investigation form

- a. All information should be filled out on the Litter Crime Scene Investigation form. All information should be current and a copy given to the CEO Supervisor within 48 hours of the completion of the investigation.
 - b. An electronic copy of the file should also be kept on the Landfill Common drive in the “Open Litter Investigations” folder, and a hard copy placed in the file with all photos and other findings.
 - c. Such file shall be maintained for court purposes and in accordance with department standards.
 - d. All such files shall be reviewed by the CEO supervisor or the Assistant Director prior to referral to either the court or the Marshall’s Department.
 - e. All such files shall be maintained in the central CEO filing cabinet.
4. Initiating a Work Order
 - a. Once the Crime Scene Investigation form has been completed and reviewed, the CEO Supervisor or the Assistant Director will review and approve prior to forwarding to the Marshall’s Department.
 - b. Once all information is verified the form will be submitted to the Marshall’s Department and they will execute a work order to have the waste removed from the dump site.
5. Follow-Up
 - a. CEO should continually check the area to see if any progress in the removal of the waste has been made or to see if any additional waste has been added to the site.
 - b. The CEO will work in conjunction with the CEO Supervisor to ensure that the Marshall’s Department has initiated and/or completed a work order for the waste removal.
 - c. The CEO Supervisor will also coordinate CEO schedules so that, as needed, the appropriate CEO can attend any court cases held in relation to the work order or investigation.
6. Closing the Investigation
 - a. Once the investigation has been completed, the investigation will stay open until the area has been cleaned up by either the property owner or the Public Services Department.
7. Documentation
 - a. All documentation of all information shall be maintained as part of the file.
 - b. All actions shall be tracked on the CEO spreadsheet.

**AUGUSTA RICHMOND COUNTY SOLID WASTE DEPARTMENT
POLICIES AND PROCEDURES**

DATE: September 15, 2008 Page 1 of 3	Handling Illegal Dumps	HSP Number: SW-POL-CEO-005
Approved By: <u> /S/ </u> Mark Johnson, Director		

Distributed by: Lori Videtto

Date of Distribution: _____

I have received the above Policy and received training to its contents.

Employee name (printed)

Employee Signature

Date

Appendix C

Landfill Fee Structure		
Waste Type	Price	Unit of Measure

Waste and Recycling Fees

MSW, C&D, Special Waste		
0 to 1,999 Tons per Month	\$33.50	Per Ton
2,000-4,999 Tons per Month	\$30.50	Per Ton
5,000-9,999 Tons per Month	\$27.50	Per Ton
Greater than 10,000 Tons per Month	\$24.50	Per Ton

Asbestos	\$20.00	Per Cubic Yard
Beneficial Use	\$10.00	Per Ton
Inert Waste Disposal	\$16.75	Per Ton
Metal	\$0.00	Per Ton
Mulch Purchase (Commercial)	\$15.00	Per Ton
Non-Profit Organizations Waste	\$23.50	Per Ton
(with Administrators approval)		
Recycling	\$0.00	Per Ton
Tires (17 Inch or smaller)	\$3.00	Each
Tires (Larger than 17 inch)	\$8.00	Each
Tires (Truck Load, Off Road, Agricultural)	\$180.00	Per Ton

Service Fees

Equipment Assistance	\$150.00	Per Hour
Refrigerant Removal	\$10.00	Each
Unloading/Re-loading Assistance	\$150.00	Per Hour

Administrative Fees

Annual Permit	\$100.00	Per Vehicle
Credit Card Convenience Fee	3.00%	Applied to all charges
Environmental Fee	3.00%	Applied to all charges less State Solid Waste Surcharge
Minimum Charge / Non-Commercial	\$5.00	
Minimum Charge / Commercial	1Ton	
Minimum Finance Charge	\$1.50	
Non-Tarped Loads / Non-Commercial	\$25.00	Each Occurrence
Non-Tarped Loads / Commercial	\$75.00	Each Occurrence
A fuel surcharge may apply.		
The State Solid Waste Surcharge will be added.		

The total of all charges will be rounded up to the next whole dollar.

(Ord. No. 6238, § 1, 1-4-00; Ord. No. 6778, § 2, 8-1-04; Ord. No. 6793, § 2, 5-17-05)



SOLID WASTE DEPARTMENT

Mark Johnson
Director

June 23, 2008

**RE: Augusta Richmond County Deans Bridge Road Municipal Solid Waste
Landfill Capacity Assurance**

Dear Sir or Madam,

This letter serves as a disposal capacity assurance for waste generated by Augusta Richmond County from 2008 to 2018. The Georgia EPD permit number for this facility is 121-016D (SL) and 121-018D (MSWL). This assurance is based on Augusta disposing of approximately 440,000 tons of waste at this facility on an annual basis.

We look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

Mark Johnson
Director

Appendix E



Augusta-Richmond County Comprehensive Plan Update – 2008 News Release – December 26, 2007

News Release

Public Invited to Comprehensive Plan Kick-Off Meetings

Contact: Paul DeCamp, Planning Director
Augusta-Richmond County Planning Commission
525 Telfair Street
Augusta, Georgia 30901
Phone: (706) 821-1796
FAX: (706) 821-1806
E-mail: pdecamp@augustaga.gov

(Augusta – December 26, 2007) The public is invited to participate in planning for the future of Augusta-Richmond County. The Augusta-Richmond County Planning Commission is hosting open house meetings throughout the city to kick-off the process for updating the Augusta-Richmond County Comprehensive Plan.

This is your opportunity to share ideas, voice concerns and describe your vision for Augusta-Richmond County over the next 10-20 years. Planning Commission staff will be present to explain the planning process, review the schedule for updating the Comprehensive Plan and highlight the potential issues and opportunities to be addressed in the plan.

Augusta-Richmond County encourages all interested parties to take part in this process. The kick-off meetings will take place on the dates and at the locations indicated on the attached table. A drop-in, open house format will be employed for all of the meetings, so the public is invited to come to the meeting of their choice at any time between 6:30 and 8:30 P.M.

Citizens who are unable to attend one of the meetings, but would like more information regarding the plan update process, can contact Paul DeCamp at the Planning Commission by phone, fax or e-mail (see contact information). Information related to plan update is also posted on the Planning Commission website.

The website address is: http://www.augustaga.gov/departments/planning_zoning/home.asp

**AUGUSTA-RICHMOND COUNTY COMPREHENSIVE PLAN UPDATE
KICK-OFF PUBLIC MEETINGS
JANUARY 2008**

MEETING DATE	TIME	LOCATION
Tuesday, January 8, 2008	6:30 P.M. – 8:30 P.M.	McBean Community Center 1155 Hephzibah-McBean Road
Thursday, January 10, 2008	6:30 P.M. – 8:30 P.M.	Gracewood Community Center 1200 Tobacco Road
Monday, January 14, 2008	6:30 P.M. – 8:30 P.M.	Lucy Laney House Museum 1116 Phillips Street
Thursday, January 17, 2008	6:30 P.M. – 8:30 P.M.	Garrett Elementary School 1100 Eisenhower Drive
Tuesday January 22, 2008	6:30 P.M. – 8:30 P.M.	Henry Brigham Senior Center 2456 Golden Camp Road
Thursday, January 24, 2008	6:30 P.M. – 8:30 P.M.	East View Park Community Center 644 Aiken Street
Monday, January 28, 2008	6:30 P.M. – 8:30 P.M.	Carry Mays Multipurpose Center 1014 11 th Eleventh Ave
Tuesday, January 29, 2008	6:30 P.M. – 8:30 P.M.	Fire Station #15 1721 Flowing Wells Road
Thursday January 31, 2008	6:30 P.M. – 8:30 P.M.	Blythe Recreation Center 3129 Hwy. 88

Note: Drop-in, Open House Format applies to all meetings. Public invited to drop in at any time during the meeting time indicated.

Appendix F

NOTICE OF PUBLIC MEETINGS UPDATE OF AUGUSTA-RICHMOND COUNTY COMPREHENSIVE PLAN AND SOLID WASTE MANAGEMENT PLAN

The public is invited to participate in a second round of public meetings for the update of both the Comprehensive Plan and Solid Waste Management Plan for Augusta Richmond County. The Augusta-Richmond County Planning Commission and Solid Waste Department are hosting six (6) open house meetings throughout the city. This is your opportunity to provide input on the goals, policies and projects to include in both the Comprehensive Plan and the Solid Waste Management Plan. A drop-in format will be used for all of the meetings, so the public is invited to come to the meeting of their choice at any time between 6:00 and 7:30 P.M. For additional information, contact the Augusta-Richmond County Planning Commission, 525 Telfair Street, Augusta, GA 30901 (Phone 706-821-1796) or the Augusta-Richmond County Solid Waste Department, 4330 Deans Bridge Road, Blythe, GA 30805 (706) 592-3200. Internet users may also consult the Comprehensive Plan project website at http://www.augustaga.gov/departments/planning_zoning/comp_plan_update.asp and the Solid Waste Department's website at <http://www.augustasolidwaste.com>

AUGUSTA-RICHMOND COUNTY COMPREHENSIVE PLAN AND SOLID WASTE MANAGEMENT PLAN UPDATE PUBLIC MEETINGS June 2008		
MEETING DATE	TIME (Drop-in)	LOCATION
Tuesday, June 3, 2008	6:00 P.M. – 7:30 P.M.	Henry Brigham Senior Center 2456 Golden Camp Road
Thursday, June 5, 2008	6:00 P.M. – 7:30 P.M.	Diamond Lakes Park Multi-Purpose Room Diamond Lakes Way
Thursday, June 12, 2008	6:00 P.M. – 7:30 P.M.	McBean Community Center 1155 Hephzibah-McBean Road
Monday, June 16, 2008	6:00 P.M. – 7:30 P.M.	East View Park Community Center 644 Aiken Street
Tuesday June 17, 2008	6:00 P.M. – 7:30 P.M.	Carry Mays Multipurpose Center 1014 Eleventh Ave
Thursday, June 19, 2008	6:00 P.M. – 7:30 P.M.	Warren Road Community Center 300 Warren Road
Note: Drop-in, Open House Format applies to all meetings. Public invited to drop in at any time during the meeting time indicated.		

Appendix G

2008-2018 Joint Solid Waste Management Plan

Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah

Section 8 Implementation Strategy

Section 8.1 Summary of Goals and Needs

Table 8-1
Summary of Goals and Needs by Planning Element

Element	Description of Goal/Need	Jurisdiction
Waste Reduction	To achieve a 25 percent reduction per capita in the amount of solid waste disposed of in the MSW landfill by 2018, to attain a 30 percent increase per capita in the amount of recyclables collected by 2018, and to expand and further develop waste reduction programs over the next 10 years.	ARC, Cities of Blythe and Hephzibah
Collection	To provide for the efficient and effective collection of solid waste in Augusta-Richmond County over the next 10 years.	ARC, Cities of Blythe and Hephzibah
Disposal	To make sure that disposal facilities in Augusta-Richmond County meet regulatory requirements and have the ability to sustain solid waste services over the next 10 years.	ARC, Cities of Blythe and Hephzibah
Land Limitation	To ensure all solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable and approved for such developments.	ARC, Cities of Blythe and Hephzibah
Education and Public	To provide all necessary information to the general public so they are aware of the importance of proper solid waste management and understand their role.	ARC, Cities of Blythe and Hephzibah

Element	Description of Goal/Need	Jurisdiction
Involvement		

8.2 Implementation Strategy/Short Term Work Program

The implementation strategy should describe all currently existing and new programs to be implemented throughout the ten-year Plan, in all planning elements. The first five years of the implementation strategy serves as the Short-Term Work Program. The second half of the Implementation Strategy will be updated in accordance with the planning schedule established and revised from time to time by the Department.

Table 8-2
Implementation Strategy
Solid Waste Management Plan

2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
Waste Reduction Element														
Needs/Goals: To achieve a 25 percent reduction per capita in the amount of solid waste disposed of in the MSW landfill by 2018, to attain a 30 percent increase per capita in the amount of recyclables collected by 2018, and to expand and further develop waste reduction programs over the next 10 years.														
1. Identify, evaluate, and further define ways to support and expand countywide waste reduction and recycling efforts.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
2. Evaluate and pursue recycling opportunities and/or partnerships with private sector recycling processor(s).	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
3. Continue to allow private sector collection of recyclables from drop-off sites located at area shopping centers and	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	DATA NOT AVAILABLE

**Table 8-2
Implementation Strategy
Solid Waste Management Plan**

**2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah**

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
schools.														
4. Continue working with private sector recycling processors to handle collected recyclables while evaluating options to either construct a county-owned and operated recycling processing facility or partner with a private sector processor to construct a facility – implementing such plans as determined to be feasible.	√	√	√	√	√	√	√	√	√	√	√	ARC	(\$15,000-\$19,500)	Solid Waste Enterprise Fund
5. Pursue new recycling opportunities for government buildings, multi-family developments, downtown businesses, and other commercial	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund

**Table 8-2
Implementation Strategy
Solid Waste Management Plan**

**2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah**

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
establishments, providing those services if determined to be feasible.														
6. Continue wood grinding operation at landfill.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
6a: Pilot source separated organics collection from area grocers, cafeterias and restaurants, with processing at wood grinding/windrowing operations, if feasible.					√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
7. Investigate feasibility of residential collection events for special wastes (eg: computers, electronics, household hazardous waste, etc.); implementing programs if	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund

Table 8-2
Implementation Strategy
Solid Waste Management Plan

2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
feasible – implementing if determined to be feasible.														
8. Design and construct Courtesy Drop-off Center at the landfill for solid waste and special wastes (eg: metals, electronics, household hazardous waste, tires, and white goods).	√	√										ARC	\$3,000,000	Solid Waste Enterprise Fund
9. Consider an ordinance augmenting the current scrap tire fee that will provide additional money to fund an on-site tire grinding operation of which the grindings will be used for alternative landfill daily cover; implement if warranted and feasible.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund

**Table 8-2
Implementation Strategy
Solid Waste Management Plan**

**2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah**

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
10. Pursue new special event recycling opportunities using roll off boxes and individual recycling containers, providing these services if determined to be feasible.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
11. Evaluate establishing a mandatory cooking grease recycling program with possible flow control to ARC that eventually could fuel fleet.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
Collection Element														
Needs/Goals: To provide for the efficient and effective collection of solid waste in Augusta-Richmond County over the next 10 years.														
1. Continue residential curbside collection in the service area through public or private means, expanding service to whole	√	√	√	√	√	√	√	√	√	√	√	ARC	\$16,274,000	Solid Waste Enterprise Fund, Customer User Fees

**Table 8-2
Implementation Strategy
Solid Waste Management Plan**

**2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah**

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
county as opportunity arises.														and Assessments
2. Continue purchase and distribution of 65 gallon wheeled carts	√	√	√	√	√	√	√	√	√	√	√	ARC	\$860,000 in 2008; \$1,130,000 years 2009-2012, and \$260,000 in 2013	Solid Waste Enterprise Fund, Customer User Fees and Assessments
3. Determine feasibility of establishing a Pay-As-You-Throw or Other Variable Rate Fee program offering enhanced services and cart size options; implement if feasible.	√	√	√	√	√	√						ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
4. Evaluate the feasibility of changing bulky waste collection procedures from a dedicated weekly service	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund

**Table 8-2
Implementation Strategy
Solid Waste Management Plan**

**2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah**

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
basis to a residential call-in to schedule basis; implement if feasible.														
5. Evaluate geographic expansion of residential curbside collection to cities of Hephzibah and Blythe.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
6. Determine feasibility of modifying current billing procedures for residential curbside collection (eg: consolidating between a tax based or fee based system); implement required changes if feasible.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
7. Develop policies and procedures to support solid waste services and/or operations.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise

**Table 8-2
Implementation Strategy
Solid Waste Management Plan**

**2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah**

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
														Fund
8. Evaluate changing residential curbside collection service frequency from twice-a-week to once-a-week service; implement service changes if feasible.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
9. Continue to use new, state-of-the-art customer service center to ensure that all residential requests are appropriately and quickly handled.	√	√	√	√	√	√	√	√	√	√	√	ARC	\$120,000	Solid Waste Enterprise Fund
10. The City of Hephzibah will continue to use private residential solid waste haulers through individual subscription service. These haulers operate in the	√	√	√	√	√	√	√	√	√	√	√	City of Hephzibah	DATA NOT AVAILABLE	Resident

Table 8-2
Implementation Strategy
Solid Waste Management Plan

2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
County and therefore are <i>de facto</i> under the County's solid waste regulations.														
11. The City of Blythe residents will continue to use private residential solid waste haulers through individual subscription service. These haulers operate in the County and therefore are <i>de facto</i> under the County's solid waste regulations.	√	√	√	√	√	√	√	√	√	√	√	City of Blythe	DATA NOT AVAILABLE	Resident
12. Continue to identify and implement (where feasible) operational changes and/or collection programs to encourage participation in recycling or	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund

**Table 8-2
Implementation Strategy
Solid Waste Management Plan**

**2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah**

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
waste reduction activities.														
13. Evaluate expansion of curbside yard waste program to include the collection of containerized yard waste (instead of using kraft paper bags); implement changes if feasible.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
14. Study feasibility of establishing exclusive franchise or non-exclusive franchise/license regulations (i.e.: setting minimum standards such as insurance, etc.) for haulers of residential waste outside contracted residential boundaries; implement if feasible.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund

Table 8-2
Implementation Strategy
Solid Waste Management Plan

2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
15. Study feasibility of establishing exclusive franchise or non-exclusive franchise regulations (i.e.: identifying collection zones, etc.) for haulers of commercial waste; implement if feasible.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
16. Continue to maintain and replace depreciated equipment and vehicles for all solid waste inspection vehicles.	√	√	√	√	√	√	√	√	√	√	√	ARC	\$30,000	Solid Waste Enterprise Fund
Disposal Element <i>Needs/Goals: To make sure that disposal facilities in Augusta-Richmond County meet regulatory requirements and have the ability to sustain solid waste services over the next 10 years.</i>														
1. Continue operation of MSW Subtitle D landfill as approved by EPD Permit and according to EPD Rules	√	√	√	√	√	√	√	√	√	√	√	ARC	\$13,200,000	Solid Waste Enterprise

**Table 8-2
Implementation Strategy
Solid Waste Management Plan**

**2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah**

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
& Regulations.														Fund
2. Continue to maintain and replace depreciated equipment and vehicles for landfill operation.	√	√	√	√	√	√	√	√	√	√	√	ARC	\$571,000	Solid Waste Enterprise Fund
3. Construct a new entry road into the landfill to help alleviate traffic and congestion.	√	√	√									ARC	\$300,000	Solid Waste Enterprise Fund
4. Construct scale complex with EZ Pass capabilities to help collection vehicles easily weigh their loads.	√	√	√									ARC	\$1,000,000	Solid Waste Enterprise Fund
5. Construct maintenance facility.		√										ARC	\$5,500,000	Solid Waste Enterprise Fund
6. Determine feasibility of regional merchant landfill	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT	Solid Waste

**Table 8-2
Implementation Strategy
Solid Waste Management Plan**

**2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah**

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
services opportunities (eg: intergovernmental agreements and/or contracts with neighboring communities) and strategic partnerships (eg: building transfer stations in neighboring communities); initiate if feasible.													AVAILABLE	Enterprise Fund
7. Consider strategies to correct current landfill issues regarding air space recovery and reducing overburden on dirt.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
8. Develop and construct a construction and demolition (C&D) landfill cell within the boundaries of the County landfill. (The County currently has	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund

**Table 8-2
Implementation Strategy
Solid Waste Management Plan**

**2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah**

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
permitted air space for this development).														
9. Improve County-owned landfill gas operation's current generation process; bringing all structural functions up to environmental compliance and evaluating additional source reduction and beneficial uses of gas.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
10. Further develop vector and odor control operations.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
11. Improve landfill operations through purchase of upgraded machinery (i.e.: GPS enabled) that allows	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund

Table 8-2
Implementation Strategy
Solid Waste Management Plan

2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
management/tracking/staff optimization.														
12. Evaluate the development of a pricing model that institutes a base rate along with the ability to add in environmental and fuel surcharges; implement if feasible.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
13. Develop a management plan for disaster debris.	√	√	√	√								ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
14. Continue to operate the enterprise fund for solid waste disposal.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Landfill Tipping/User Fees
15. Evaluate the feasibility of developing a		√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT	Solid Waste

Table 8-2
Implementation Strategy
Solid Waste Management Plan

2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
compost/manufactured soil operation on site.													AVAILABLE	Enterprise Fund
Land Limitation Element <i>Needs/Goals: To ensure all solid waste handling facilities are compatible with surrounding areas and are placed in areas suitable and approved for such developments.</i>														
1. Ensure sufficient land use controls are in place.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
2. Continue to review and monitor all permit requests for siting or expanding solid waste handling facilities to determine consistency with Solid Waste Management Plan.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
3. Revise and adopt new ordinances		√										ARC	DATA NOT	Solid Waste

Table 8-2
Implementation Strategy
Solid Waste Management Plan

2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
													AVAILABLE	Enterprise Fund
4. Modify Solid Waste Management Plan with ordinance changes		√										ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
Education and Public Involvement Element <i>Needs/Goals: To provide all necessary information to the general public so they are aware of the importance of proper solid waste management and understand their role.</i>														
1. Continue support and enhancement of Code Enforcement Program for compliance and enforcement of solid waste ordinances, including hauler compliance, litter, scrap tire, illegal dumping, and other solid waste ordinance violations.	√	√	√	√	√	√	√	√	√	√	√	ARC	\$140,000	Solid Waste Enterprise Fund

Table 8-2
Implementation Strategy
Solid Waste Management Plan

2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
2. Continue development of ongoing public education program to inform citizens about solid waste, waste reduction, recycling and yard waste collection services.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
3. Develop a "Talking Landfill Tour" which citizens visiting the landfill could access by tuning their radio to a specified frequency.	√	√	√									ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
4. Continue to share educational resources with the cities of Blythe and Hephzibah.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
5. Provide technical assistance to commercial businesses, institutions,	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT	Solid Waste

**Table 8-2
Implementation Strategy
Solid Waste Management Plan**

**2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah**

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
and industries in an effort to further reduce solid waste generated and disposed of in the landfill.													AVAILABLE	Enterprise Fund
6. Evaluate the feasibility of developing an education center at the landfill site or through a partnership with a private sector recycling processor; develop if feasible.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
7. Reinstate a Keep Georgia Beautiful affiliate for Augusta-Richmond County.	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund
8. Develop a "Weather Station" on site at the landfill that will support landfill reporting requirements and be an	√	√	√	√	√	√	√	√	√	√	√	ARC	DATA NOT AVAILABLE	Solid Waste Enterprise Fund

Table 8-2
Implementation Strategy
Solid Waste Management Plan

2008-2018
Augusta-Richmond County (ARC), Cities of Blythe and Hephzibah

Program/Activity	Years Program/Activity Takes Place											Responsible Party	Estimated Cost (Revenue)	Funding Source
	Current Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018			
educational tool for the community.														

CITY OF AUGUSTA

RESOLUTION TO SUBMIT

JOINT SOLID WASTE MANAGEMENT PLAN
AUGUSTA-RICHMOND COUNTY, CITY OF HEPHZIBAH, CITY OF BLYTHE
OCTOBER 2008

WHEREAS, per the Rules of the Georgia Department of Community Affairs, Ga. Comp. R. & Regs. R. 110-4-3, and pursuant to O.C.G.A. §12-8-20; Augusta-Richmond County, Georgia, a political subdivision of the state of Georgia, has completed the development of a ten (10) Year Joint Solid Waste Management Plan in accordance with the Georgia Solid Waste Minimum Planning Standards developed by the Georgia Department of Community Affairs; and

WHEREAS, per the Rules of the Georgia Department of Community Affairs, Ga. Comp. R. & Regs. R. 110-4-3-.05(3), two (2) public hearings have been held to receive input from the public in the development of the Solid Waste Management Plan. The public meetings were held June 3, 5, 12, 16, 17, and 19, 2008 and one was held on July 22, 2008.

NOW, THEREFORE, BE IT RESOLVED THAT THE AUGUSTA-RICHMOND COUNTY COMMISSION hereby submits the **Joint Solid Waste Management Plan, October, 2008** to the Central Savannah River Area Regional Development Center and to the Georgia Department of Community Affairs for their review and approval.

Adopted this 15TH day of DECEMBER, 2008



Deke Copenhaver, Mayor, City of Augusta

city
12/11/08

ATTEST:


Lena Bonner, Clerk of Commission

CITY OF BLYTHE
RESOLUTION NO. 2009-05

A RESOLUTION TO ADOPT A JOINT SOLID WASTE MANAGEMENT PLAN 2008-2018

DATED OCTOBER 2008.

WHEREAS, the City of Blythe, a municipal corporation of the State of Georgia, has participated in the development of a ten (10) year Joint Solid Waste Management Plan in accordance with the Georgia Solid Waste Minimum Planning Standards developed by the Georgia Department of Community Affairs;

WHEREAS, the Georgia Department of Community Affairs has reviewed and approved the Joint Solid Waste Management Plan 2008-2018;

WHEREAS, this Solid Waste Management Plan was prepared, and accepted as being in compliance with the Minimum Planning Standard and Procedures for Solid Waste Management implemented pursuant to the Georgia Comprehensive Solid Waste Management Act of 1990, (O.C.G.A. § 12-8-20, *et. seq.*);

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF BLYTHE, GEORGIA hereby adopts the **Joint Solid Waste Management Plan 2008-2018** pursuant to the requirements of the Georgia Comprehensive Solid Waste Management Act of 1990.

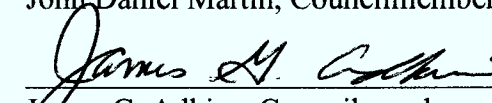
IN WITNESS WHEREOF, this resolution has been duly adopted by the governing authority of the City of Blythe, Georgia on the 13 day of April, 2009.


Pat H. Cole, Councilmember

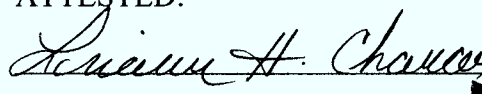

Daisy M. Price, Councilmember

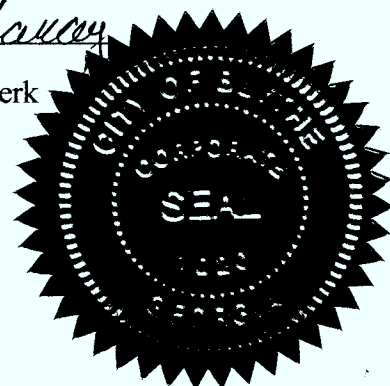

Thomas C. Cobb, Mayor

Voted Against
John Daniel Martin, Councilmember


James G. Adkins, Councilmember

ATTESTED:


Loriann H. Chancey, City Clerk



HEPHZIBAH

RESOLUTION OF ADOPTION

JOINT SOLID WASTE MANAGEMENT PLAN

Whereas, Hephzibah has completed and the Georgia Department of Community Affairs has reviewed the Joint Solid Waste Management Plan 2008-2018.

Whereas, this Solid Waste Management Plan was prepared, and accepted as being in compliance with the Minimum Planning Standard and Procedures for Solid Waste Management established by the Georgia Comprehensive Solid Waste Management Act of 1990, (O.C.G.A. 12-8-20 et seq.).

NOW THEREFORE BE IT RESOLVED, that Hephzibah does hereby adopt the Joint Solid Waste Management Plan 2008-2018, as per the requirements of the Georgia Comprehensive Solid Waste Management Act of 1990.

Adopted this 6th day of April, 2009.


Chairman

ATTEST:


Clerk



**Engineering Services Committee Meeting
6/29/2009 12:50 PM**

Design contract Change Order for Augusta Utilities Department project Fort Gordon - 1.0 Million Gallon Elevated Storage Tank Project.

Department: Augusta Utilities Department

Caption: Approve Change Order funding to Johnson, Laschober & Associates, and P.C. in the amount of \$ 97,600.00 for the fee associated with designing for the Fort Gordon additional 1.0 Million Gallon Elevated Storage Tank, Demolition of the 2.25 million standpipe and installation of approximately 1,250 linear feet of ductile iron pipe.

Background: The privatization of utilities contract between Fort Gordon and Augusta Richmond County was awarded September 2007. The requirements of the contract include executing the initial capital upgrades (ICU) of the water and wastewater systems throughout the installation of Fort Gordon. One of the initial capital upgrade projects is to provide a 1.0 Million Gallon Elevated Storage Tank and evaluate the existing 2.25 million gallon standpipe. Tank Industry Consultants (TIC) was retained by JLA to perform structural evaluation of the existing 2.25 million gallon stand pipe to determine the adequacy of the tank with respect to ANSI/AWWA D100-05 and CPI Standard 650 and to make recommendations as to the feasibility of repairing and renovating the standpipe or Demolish the standpipe. Based on JLA's report it would be more cost effective for AUD to demolish the 2.25 stand pipe and build a new tank in its place. This project will now consist of the design of two 1 million gallon elevated storage tanks, demolition of the existing 2.25 million standpipe and installation of approximately 1,250 linear feet of ductile iron located on the south side of Chamberlin Ave. The tanks will provide the additional 2 million gallons storage for the Augusta Utilities Department's 630 Water Pressure Zone System within Fort Gordon and meet the current and future demands of Fort Gordon.

Analysis: Augusta Utilities Department evaluated Johnson, Laschober & Associates, P.C proposal for engineering services to design the Fort Gordon - Additional 1.0 Million Gallon Elevated Storage Tank ,Demolition of the 2.25 million standpipe and installation of approximately 1,250 linear feet of ductile iron pipe. The proposal is considered fair and reasonable to accomplish the project.

Financial Impact: The amount submitted for the design of this project was \$97,600.00 . These funds are available from the following account: 507043410-5212115 / 88880072-5212115

Alternatives:

Cover Memo

1. Reject the approved change order of the engineering contract, which would delay the design of the project and the subsequent construction of the Fort Gordon - Additional 1.0 Million Gallon Elevated Storage

Tank ,Demolition of the 2.25 million standpipe and installation of approximately 1,250 linear feet of ductile iron pipe. 2. Approve the change order to the engineering contract to Johnson, Laschober & Associates, and P.C. to design the Fort Gordon - Additional 1.0 Million Gallon Elevated Storage Tank ,Demolition of the 2.25 million standpipe and installation of approximately 1,250 linear feet of ductile iron pipe.

Recommendation:

It is recommended to approve the change order to design for the Fort Gordon an additional 1.0 Million Gallon Elevated Storage Tank, Demolition of the 2.25 million standpipe and installation of approximately 1,250 linear feet of ductile iron pipe to Johnson, Laschober & Associates, and P.C. in the amount of \$97,600.00

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

\$97,600.00 from account 507043410-5212115 / 88880072-5212115

REVIEWED AND APPROVED BY:

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

PROPOSAL #: 135-Change Order No. 1

DATE: December 5, 2008

To: Jerry Delaughter, Interim Assistant Director
C/O Justo Chacon, Project Manager
Augusta Utilities Department
Engineering and Construction Division
360 Bay Street, Suite 180
Augusta, GA

SENT BY: ☒ Email jchacon@augustaga.gov

Re: Project: 1 MG Elevated Storage Tank (ICU-0072) –Revise for Addition of DIP Water Supply Line to 1 MG Storage Tank Site

By: Richard J. Laschober, P.E.
Partner

A. General: Provide additional services necessary to design and prepare contract documents for the routing of approximately 1,250 lineal feet of ductile iron supply main from a point of tie-in to an existing 12" water main located on the south side of Chamberlin Ave. The line will extend north under Chamberlin Ave. by jack and bore with casing pipe, across an existing parking lot, under 8th St. by jack and bore and east along the north side of 8th St. to a point of tie-in with the project 1 MG Elevated Storage Tank. The following are proposed revisions to Attachment B-Compensation –Fee Proposal in the contract.

B. Under Section "I. New 1.0 Million Gallon (MG) Elevated Storage Tank (EST):" add the following:

1. Insert new Paragraph B.1 to read "Perform two (2) borings along the routing of the water supply line from the tank site to the south side of Chamberlin Ave."
2. Insert new Paragraph C.5 to read "Survey proposed water line routing, approximately 1,250 LF, and perform underground location work along the route including coordination with Owner on location (horizontal and vertical) of high security telecommunication line."
3. Add to Paragraph D.4.k.3) to read "Existing Conditions Plan – based on topographical and utility survey provided by JLA to include an additional 1,250 LF of survey along proposed routing of water supply line."
4. Insert new Paragraph D.4.k.10) to read "Design and prepare contract documents for the routing of approximately 1,250 lineal feet of ductile iron supply main from a point of tie-in to an existing 12" water main located on the south side of Chamberlin Ave. The line will extend north under Chamberlin Ave. by jack and bore with casing pipe, across an existing parking lot, under 8th St. by jack and bore, and east along the north side of 8th St. to a point of tie-in with the project 1 MG Elevated Storage Tank. A plan and profile of water main will be provided."
5. As clarification, under paragraphs E. Engineering – Bid and contract Phase and F. Engineering –Construction Phase, the work related to the added water supply line will be prepared as one bid package inclusive with the 1 MG Elevated Tank.
6. Under paragraph G. Compensation for Basic Professional Services":
 - a. Add sub-paragraph "1.a Geotechnical and Survey Services related to the addition of the water supply main.....\$2,600."
 - b. Add sub-paragraph " 2.a Basic Engineering Services related to the addition of the water supply main..... \$15,000."
 - c. Revise sub-paragraph 3 to read
"Total Fee (Paragraphs I.A-F) to read..... \$122,000."
The net add for Change Order No. 1 to the Total Compensation for the 1 MG Elevated Storage Tank is \$17,600.

C. Under Section III. Total Compensation revise as follows:

1. Total Compensation for Basic Professional Services
(Sections I.G.3&II.B.3.....\$148,850.
Note: The net add to the Total Compensation for Change Order No. 1 is \$ 17,600.



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

CONSULTANT: Johnson, Laschober and Associates, P.C.

PROJECT: 1 MG Elevated Tank (ICUCXX)

DATE EXECUTED: May , 2009

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

This Agreement is made and entered into this _____ day of May 2009 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and "Johnson, Laschober & Associates, P.C.", a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Project 1 MG Elevated Tank (ICU-00XX)

- I. Demolition of Existing 2.25 MG Standpipe at Fort Gordon, GA located in the northwest part of the fort along 13th Avenue: Prepare demolition package for demolition and removal of 2.25 MG Standpipe including environmental abatement issues related to heavy metals in paint and removal of foundation and appurtenances.
- II. New 1 MG Elevated Storage Tank at Fort Gordon, GA in the northwest part of the fort along 13th Avenue at the location of the existing 2.25 MG Standpipe: Prepare bid package for bid and construction of a 1 MG Elevated Storage Tank.

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:



GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A - Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CITY, CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.



TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.

This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.



DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Program Manager - means CH2M HILL as the representative of the CITY who shall act as Liaison between the CITY and the CONSULTANT for all matters pertaining to this Agreement, including review of CONSULTANT's plans and work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.



CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement - Including Attachments
2. General Conditions
3. Supplemental Conditions - Including Task Orders



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY. The Program Manager may approve minor changes to the scope of services that do not involve an increase compensation schedule.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT'S Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.



9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents



and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify both the CITY, and Program Manager against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance - in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance - in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance - in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance - in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS

- 15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.



15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor. The CITY will not approve any subcontractor for work covered by this Agreement that has not been recommended for approval by the Program Manager.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.



20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.



25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:

ADMINISTRATOR
AUGUSTA, GEORGIA
530 Greene Street
Augusta, GA 30911

CONSULTANT:

Johnson, Laschober & Associates, P.C.
1296 Broad Street
Augusta, GA 30901

Copy to:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
360 Bay Street, Suite 180
Augusta, GA 30901

PROGRAM MANAGER:

AUGUSTA PROGRAM MANAGER
CH2M HILL, INC.
360 Bay Street, Suite 100
Augusta, GA 30901



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: _____

AS ITS: **MAYOR**

ATTEST CLERK:

PRINTED NAME: _____

AS ITS: **Clerk of Commission**

DATE: _____

CONSULTANT:

Johnson, Laschober & Associates, P.C.

BY: _____

PRINTED NAME: **Richard J. Laschober**

AS ITS: **President**

ATTEST:

PRINTED NAME: **Deborah M. Taylor, CPA**

AS ITS: **Comptroller**

DATE: _____

Copy To:

**DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
360 Bay Street, Suite 180
Augusta, GA 30901**



CONSULTANT'S RESPONSIBILITIES

CONSULTANT, in order to determine the requirements of the Project, shall review the information in Attachment A - Scope of Services. CONSULTANT shall review its understanding of the Project requirements with Program Manager and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 - Insurance.



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



ATTACHMENT A - SCOPE OF SERVICES

Phase I - Demolition of Existing 2.25 Million Gallon (MG) Standpipe: Demolition of Existing 2.25 MG Standpipe at Fort Gordon, GA located in the northwest part of the fort along 13th Avenue: Prepare demolition package for demolition and removal of 2.25 MG Standpipe including environmental abatement issues related to heavy metals (lead paint) and removal of foundation and appurtenances.

- A. The services will include sampling of soils on the existing site around the tank located by grid to represent possible contaminant background condition prior to demolition.
- B. DESIGN OBJECTIVES: To demolish and dispose of offsite in a legal manner the existing 2.25 MG Standpipe, foundation and appurtenances.
- C. SITE CONDITIONS: The existing tank sits on a fill slope about 13 feet high at the maximum point and is in a fenced in area. East of the tank is a moderately dense wooded area. East of the tank is a moderately dense wooded area. Northwest of the existing tank along 13th Avenue on the northwest part of the military base is a grassed lot with a narrow parking lot running through the center. The site slopes downward to the north, west and east.

Phase II - New 1.0 Million Gallon (MG) Elevated Storage Tank (EST): Provide design for new 1 MG Elevated Storage Tank located at Fort Gordon, GA in northwest part of the base on 13th Avenue: Prepare bid package for bid and construction of a 1 MG Elevated Storage Tank.

- A. PROJECT DESCRIPTION: Provide design package for 1 MG EST to be located within Fort Gordon. Prepare Document Package for bid and construction to include site work-grading, drainage, yard piping and tie-in to system and appurtenances for and including a 1 MG EST with accessories. Specifications and drawings will be provide a design for both a multi-leg steel tank with center riser and an alternate composite tank with single concrete support shell and steel tank with accessories.
- B. DESIGN OBJECTIVES: Provide an additional 1 MG of elevated potable water storage on the 630 Water System within Fort Gordon.
- C. DESIGN CONDITIONS: The location of the new tank is expected to be in the general vicinity of the existing 2.25 MG Standpipe dismantled in Phase I of this project. Provide Preliminary Subsurface Investigation for 1.0 MG Site Confirmation: The proposed site for the 1.0 MG EST in the northwest corner of the military base in the vicinity of the existing 2.25 MG Standpipe on 13th Ave. A subsurface investigation will determine suitability of site for tank loads and economical foundation design.
 - 1. The scope of work presently does not include any environmental studies involving wetlands or buffer encroachments of state waters. The need for these services are not anticipated.



ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

See Appendix A for Attachment B-Compensation-Fee Proposal (page A-1 through A- X) and map.



CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).

Prior to Authorization To Proceed:

- ☒ _____ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- ☒ _____ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY's Request for Proposal.
- ☒ _____ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

- ☒ _____ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- ☒ _____ Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
 - Identification of potential problems in meeting design objectives.
- ☒ _____ Site Plan (If Required)

Throughout project:

- ☒ _____ Prepare printed responses to comments received from the CITY following reviews.
- ☒ _____ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☒ _____ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☒ _____ Prepare and submit plans to EPD for review and approval when required.
- ☒ _____ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.



- ☒ _____ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- ☒ _____ Coordinate with the City Procurement Department to advertise the project.
- ☒ _____ Fax bid information to CITY.
- ☒ _____ Attend the Pre-Bid Meeting as a technical reference to the CITY.
- ☒ _____ Prepare letter of recommendation for award of the contract.
- ☒ _____ Develop conformed contract documents and forward to the CITY for execution.
- ☒ _____ Attend the pre-construction meeting as a technical reference to the CITY.
- ☒ _____ Provide clarification related to the plans/specifications throughout design and construction.
- ☒ _____ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- ☒ _____ Provide Services During Construction as follows:
- Attend project meetings as scheduled by the CITY
 - Recommend design changes as field conflicts arise (site visits may be required)
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
 - Provide clarification of plans and specifications throughout construction
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: _____

TITLE: DIRECTOR

DATE: _____

PROGRAM MANAGER

BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

CONSULTANT

BY: Johnson, Laschober & Associates, P.C.

PRINTED NAME: Richard J. Laschober, P.E.

TITLE: President

DATE: _____



ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.



Appendix A

ATTACHMENT B-COMPENSATION-Fee Proposal.....A-1 through A-8

Project Map.....1 Page

COMPENSATION - FEE PROPOSAL

PROPOSAL #: 083-Change Order No. 2

DATE: April 30, 2009

TO: Jerry Delaughter, Interim Assistant Director
Augusta Utilities Department
Engineering and Construction Division
360 Bay Street, Suite 180
Augusta, GA

SENT BY: ☐ Phone (706) 312-4131
☐ Fax (706) 796-3031
☒ Email JChacon@augustaga.gov

Ref: Project 1 MG Elevated Tank (ICU0072):

Re: Addition of Demolition of 2.25 MG Standpipe and 1 MG EST located of 12th Ave. at Fort Gordon, GA.

By: Richard J. Laschober, P.E.
Partner

Scope of Services (See Attached Map):

I. Demolition of Existing 2.25 Million Gallon (MG) Standpipe:

Demolish and remove offsite existing 2.25 MG Standpipe including removal of concrete foundation and appurtenances. Provide heavy metal containment and heavy metal abatement.

A. Investigations

1. Lead Sampling of pre-work conditions
2. Defining limits of existing concrete foundation to be removed.

B. Engineering-Conceptual through Final Design Phase

1. Prepare contract documents including:
 - a. Existing Conditions of existing 2.25MG Standpipe site
 - b. Show Limits of Regulated Area and Demolition Work - construction and silt fence
 - c. Demolition Plan - Identify items to be demolished including tank shell foundation, underground piping, valve vault, fence, and miscellaneous appurtenances.
2. Amend Front-End Documents and Technical Specifications to include demolition work.
3. JLA will assist the City in obtaining the required approvals from Augusta-Richmond County a separate package for Land Disturbance Permit. This assistance will include attending agency-required meetings, preparing information for submittal, filing forms, printing drawing sets for approval and following up with County departments to inquire upon the progress of the plan review.

C. Engineering - Bid and Contract Phase; No additional work required.

D. Engineering - Construction Phase

1. Review test reports and documentation.
2. Respond to requests for information and provide technical support to City as required.



3. Inspections: Full or part-time resident inspections will be provided by the City. JLA will attend site meetings as requested by the City as related to specific issues and key inspections.
4. Attend final inspection with City personnel for close-out of demolition site.
5. Project Closeout: Provide as-built drawings from data provided by the Contractor.

E. Compensation for Basic Professional Services including environmental sampling for lead:

1. Environmental pre-work random sampling and subsurface investigation to confirm foundation limits.
(Paragraph I. A.): \$ 5,500
2. Basic Engineering Services (Paragraph I. B-D) \$ 17,500
3. Total Fee (Paragraphs I.A-D. \$ 23,000

F. Schedule for Performance (See Page A-7)

G. Listing of Key personnel (See Page A-8)

II. Additional 1.0 Million Gallon (MG) Elevated Storage Tank (EST) located on 12th Ave. east of 11th Street:

- A. Subsurface Investigation for additional 1.0 MG EST Site: The proposed site for the 1.0 MG EST is on 12th Ave. east of 11th St. in the northwest corner of Fort Gordon, GA in the general vicinity of the existing 2.25 MG Standpipe (the exact location to be determined). Perform subsurface investigation and geotechnical work as required for final design as related to soil bearing capacities, differential settlement, and seismic design per AWWA and applicable building codes and recommendations for applicable foundation systems for a multi-leg steel tank with center riser and composite tank with single concrete support shell. (4 soil borings).

Note: JLA will sub-contract to QORE Property Sciences for geotechnical services.

B. Survey Work:

1. Perform G.P.S. work to establish elevations at new EST site relative to the existing EST on 630 System.
2. At the specified existing EST on the 630 System confirm high water level of tank to be 631.44. The new tank will match this level.
3. Prepare topographic drawings including tying location of tank site to state plane coordinate system.
4. All elevations will be on NAVD 1988 datum.

C. Engineering-Conceptual through Final Design Phase

1. Establish tank parameters with regard to vertical operating range. Confirm through Augusta Utilities Department the tank design fill and withdrawal rate parameters with respect for this site.
2. Review steel and/or composite tank designs as prepared for the 1 MG EST at 25th near 8th Ave. Evaluate available head ranges for each tank type with respect to project requirements.



3. Evaluate and coordinate geotechnical findings and recommendations with respect to shallow versus deep foundations for different tank types.
4. Prepare contract documents including:
 - a. Clearing
 - b. Earthwork
 - c. Foundation systems
 - d. Review and modify as required Multi-leg steel tank with center riser and composite tank with single concrete support shell and steel tank with accessories - overflow (with elevation to match existing elevated tank 631.44), vent, ladder, roof openings, coating systems, grounding, cathodic protection on tank interior, telemetry for water level monitoring, prepared for the 1 MG EST at 25th near 8th Ave. Evaluate the need for FAA warning lights, if required.
 - e. EST interior piping and valves, if required, to promote mixing and to control short-circuiting. At a minimum, water entrance shall be at top and exit at bottom - No changes required.
 - f. Altitude and isolation valves with by-pass, piping, vault, and tie-in to existing water transmission grid. Provide separate tie-in detail.
 - g. Fence and gate.
 - h. Paving - Crushed stone and asphalt.
 - i. EST and site lighting- Re- Design site lighting only for this tank site.
 - j. The following will be included on drawings. JLA reserves the right to combine the following plan information on drawings where appropriate for this project.
 - 1) Cover Sheet - will include drawing index, location map and project data. Amend with map for added tank location and drawing index.
 - 2) Project Notes Sheet - will include general and regulatory required notes, legend and abbreviations. Amend Project Data for added tank location.
 - 3) Existing Conditions Plan - based on topographical and utility survey provided by JLA. - Added drawing.
 - 4) Site Layout Plan - will include proposed EST location, access driveway, vault, fence, sign, etc. Project sign location will be indicated on this plan. Horizontal control for the purposes of locating civil hardscape and proposed EST will be included on this plan sufficient for construction staking. Added drawing.
 - 5) Grading & Drainage Plan - will include finished ground surface elevations of the exterior of the new EST. Finished foundation elevations and ground slab elevations, storm drain alignments, types and sizes, site contour grading (with key spot elevations). Added drawing.
 - 6) Utility Layout Plan - will depict a comprehensive utility location presentation. We will indicate the locations of proposed potable water line time to existing water line, electrical work, etc. - Added drawing
 - 7) Erosion, Sedimentation, and Pollution Control Plan & Details- will indicate minimum standards for erosion control measures and practices that are appropriate during the construction sequence to assist the contractor in minimizing erosion. This plan will comply with the general requirements of the NPDES (National Pollutant Discharge Elimination System) General Permits adopted by the State. Added drawing for both demo and tank site



- 8) Construction Details - will consist of typical site development details for items specified on the plans provided under this task and EST plans, elevation, and details. Amend existing drawing.
5. Amend Front-End Documents and Technical Specifications for additional 1 MG EST.
6. JLA will assist the City in obtaining the required approvals from Augusta-Richmond County for a separate Land Disturbance Permit. This assistance will include attending agency-required meetings, preparing information for submittal, filing forms, printing drawing sets for approval and following up with County departments to inquire upon the progress of the plan review.
- D. Engineering - Bid and Contract Phase: No additional work required.
- E. Engineering - Construction Phase
 1. Review shop drawings, materials submittals and design calculation submittals.
 2. Respond to requests for information and provide technical support to City as required.
 3. Inspections: Full or part-time resident inspections will be provided by the City. JLA will attend site meetings as requested by the City as related to specific issues and key inspections.
 4. Attend final inspection with City personnel.
 5. Project Closeout: Provide as-built drawings from data provided by the City.
- F. Compensation for Basic Professional Services

1. Geotechnical and Survey Services (Paragraphs II.A-B)	\$15,200
2. Basic Engineering Services - (Paragraphs II. C-E)	<u>\$41,800</u>
3. Total Fee (Paragraphs II.A-E)	\$57,000
- G. Schedule for Performance (See Page A-7)
- H. Listing of Key personnel (See Page A-8)

III. Total Compensation for Change Order (C.O.) #2:

Total Additional Compensation for Basic Professional Services for C.O. #2 (Sections I.E.3 and II.F.3)	\$80,000
--	----------

IV. Items Provided by City, Not Anticipated for this Project, and Additional Services:

- | | |
|---|------------------|
| A. Existing Contract as modified by C.O. No. 1..... | \$148,850 |
| B. Net add to Total Compensation for C.O. No. 2..... | <u>\$ 80,000</u> |
| C. Total revised Compensation for Basic Professional Services (Section III
of original contract) | \$228,850 |



COMPENSATION - FEE PROPOSAL -CONTINUED

Fee Schedules for Additional & Special Services

Johnson, Laschober & Associates, P.C. (Engineering Services)

Principal	\$180.00/Hr.
Sr. Engineer / Sr. Project Manager	\$140.00/Hr.
Engineer / Project Manager	\$115.00/Hr.
Engineer / Assistant Project Manager	\$ 90.00/Hr.
Engineer I	\$ 85.00/Hr.
Engineer II.....	\$ 80.00/Hr.
Designer I	\$ 85.00/Hr.
Designer II.....	\$ 80.00/Hr.
CAD Operator	\$ 65.00/Hr.
Survey Field Crew	\$118.00/Hr.
Survey Research	\$ 45.00/Hr.
Clerical.....	\$ 40.00/Hr.
Accountant.....	\$ 80.00/Hr.

PLUS

EXPENSES.....

Printing - 24 x 36	\$ 1.10 each
- 30 x 42	\$ 2.10 each
- 8-1/2 x 11.....	\$.15 each
Long Distance Telephone Calls.....	\$ 5.00 each
Express Postage.....	\$ 25.00 each
Mileage	\$ 0.58 mile



COMPENSATION - FEE PROPOSAL - CONTINUED

All following sub-contract work for Outside Services will be marked up 15%

Fee Schedules for Additional & Special Services

Geotechnical - QORE Property, Inc.

Additional Drilling.....	\$ 15.00/Foot
Staff/Field Engineer.....	\$ 75.00/Hr.
Geotechnical Engineer	\$ 105.00/Hr.
Senior Geotechnical Engineer (P.E.).....	\$ 125.00/Hr.
Secretarial.....	\$ 40.00/Hr.
CADD Services	\$ 50.00/Hr.
Mobilization of truck mounted rig.....	\$ 450.00/Ea.
Soil boring with SPT at 5 feet intervals.....	\$ 15.00/Foot
Thin Wall tube sample.....	\$ 75.00/Ea.
Consolidation tests.....	\$ 450.00/Ea.
Report Reproduction.....	\$ 0.25/Page
(Initial three copies at no charge)	
Special Printing or Blueprinting Charges	Actual Cost plus 25%
Mileage.....	\$ 0.75/Mile
Overnight Expenses	\$ 90.00 person/day

Environmental - Alternative Construction & Environmental Solutions, Inc.

Project Manager.....	\$ 65.00/hour
Industrial Hygienist.....	\$ 45.00/hour
Lead in soil analysis (standard turnaround.....	\$ 80.00/sample
Report Preparation.....	\$ 65.00/hour



SCHEDULE FOR PERFORMANCE FOR AMENDED CONTRACT

I. Existing 2.25 MG Standpipe Demolition

- A. Authorization to Proceed (ATP)..... Day 1
- B. Mobilization.....Day 14
- C. Field Work - Environmental Benchmarking & Foundation verification
Complete 28 days Day 42
- D. Design Phase
 - 1. 60% Review Documents - Complete 28 Days.....Day 70
 - 2. 90% Review Documents - 14 Days City Review plus Complete 14 Days
.....Day 98
 - 3. 100% Submittal - Complete 14 Days.....Day 112

II. 1 MG Elevated Storage Tank

- A. Authorization to Proceed (ATP)..... Day 1
- B. MobilizationDay 14
- C. Vertical Control and Topographic and Subsurface Investigation.
Complete 28 daysDay 42
- D. Design Phase
 - 1. 60% Review Documents - Complete 42 Days.....Day 84
 - 2. 90% Review Documents - 14 Days City Review plus Complete 14 Days
.....Day 112
 - 3. 100% Submittal - Complete 14 Days.....Day 126

Note: If given ATP by 5/15/09 the 2-1MG EST and Tank Demo Project could be advertised by September 15, 2009.

- E. Advertise, Bid and Contract Complete 75 Days.....Day 201
- F. Construction Complete 450 to 520 Days..... Day 654 to 721

Note: The above schedules run concurrently through the design phase and are dependent on CITY review schedule and permit schedule as proposed can be adjusted, as necessary, to meet the goals of the CITY'S goals. The actual demolition of the 2.25 MG Standpipe, however, cannot commence until one of the two proposed 1 MG ESTs has been completed, accepted and placed on line.



LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

ENGINEERING		
Richard J. Laschober	P.E., Project Manager	Johnson, Laschober & Assoc., PC
Trevor Wimberly	Project Engineer	Johnson, Laschober & Assoc., PC
William Buchanan	Design Engineer	Johnson, Laschober & Assoc., PC
Cristo Eclavea	Senior Designer	Johnson, Laschober & Assoc., PC
SURVEYING		
George Godman	Professional Land Surveyor	George L. Godman & Assoc.
SOIL INVESTIGATION		
Robert Williamson	P.E., Branch Manager	QORE Property Sciences, Inc
Simone S. Metzger	Staff Engineer	QORE Property Sciences, Inc
ENVIRONMENTAL CONTROL		
Mark E. Hartz,	Vice President	Alternative Construction & Environmental Solutions, Inc.

Richard J. Laschober, P. E.



**Engineering Services Committee Meeting
6/29/2009 12:50 PM**

Evaluation of Options for Operations of Water Pollution Control Facilities and Programs

Department: Utilities

Caption: Approve a Professional Services Agreement with the consulting firm McKim & Creed for the Evaluation of Alternatives for Operations of Water Pollution Control Facilities and Programs. in an amount not to exceed \$73,850.00

Background: On July 20, 1999 Augusta and Operations Management International, Inc. (OMI) entered into an agreement for operations, maintenance and management services of Augusta's water pollution control facilities and programs. The original agreement ran through December 31, 2004. This agreement was extended for one year in 2004 and for an additional four years in 2005. The current agreement will expire on December 31, 2009. The ending of this agreement necessitates that Augusta make a significant decision about how to proceed with these activities in the future. We believe it would be beneficial for Augusta to enlist a specialist in the area of facility and system management to evaluate our current operational practices and our future needs and assist in developing a recommendation to the Commission regarding a path forward. This evaluation would specifically look at the options of continuing contract operations or reintegrating these activities into the Utilities Department operating structure.

Analysis: In response to the pending end of our current agreement with OMI we would like to enlist the services of McKim & Creed to perform an evaluation of our current needs regarding facility and program operations. This firm has an excellent reputation in the water and wastewater consulting field and they are not involved in plant operations activities. We believe that they can provide a thorough and objective evaluation of our current needs and how to best meet those needs. This approach will allow for an objective review of the costs and benefits of the various options available to Augusta at this critical transition time. This review will in turn allow Augusta to make a decision based on factual information which will provide the most benefits for the community. McKim & Creed has offered the attached professional services proposal to perform this work. According to the proposal the work can be accomplished in 12 weeks from notice to proceed. Based upon the results of this evaluation and the decision of the Commission, the Utilities Department would either initiate a new RFQ process for contract operations or begin recruiting and hiring new staff to prepare for the assumption of operations by AUD. All of these activities would need to be completed in time to allow for their implementation at midnight on December 31, 2009. If the decision of the Commission is to initiate a new RFQ for contract operations McKim & Creed would not be allowed to submit a statement of qualifications for this work.

Cover Memo
Item # 8

Financial Impact: Funds for this authorization can be charged to:\$73,850.00 from account 506043310-5212999.

Alternatives: 1) Approve a Professional Services Agreement with the consulting firm McKim & Creed in an amount not to exceed \$73,850.00 for the Evaluation of Alternatives for Operations of Water Pollution Control Facilities and Programs; 2) Reject the proposal and proceed with an internal evaluation without the benefit of a third-party assessment.

Recommendation: We recommend the Commission approve a Professional Services Agreement with the consulting firm McKim & Creed for the Evaluation of Alternatives for Operations of Water Pollution Control Facilities and Programs in an amount not to exceed \$73,850.00)

Funds are Available in the Following Accounts: \$73,850.00 from account 506043310-5212999.

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission



**Engineering Services Committee Meeting
6/29/2009 12:50 PM
Forest Place Phases 1-A & 1-B Deed of Dedication and Maintenance Agreement**

Department: Augusta Utilities Department

Caption: Motion to approve and accept a Deed of Dedication and Maintenance Agreement for Forest Place, Phases 1-A & 1-B.

Background: Sibley Development, LLC has developed a subdivision off Sibley Road, named Forest Place, Phases 1-A & 1-B, and wish to dedicate the water and gravity sanitary sewer systems. The streets and storm sewer system are to remain private.

Analysis: The water distribution system and the gravity sanitary sewer system were inspected by the Augusta Utilities Department, on March 17, 2009, and found to meet requirements.

Financial Impact: None

Alternatives: Deny approval and acceptance of the Deed of Dedication and Maintenance Agreement for Forest Place, Phases 1-A & 1-B.

Recommendation: Approve and accept a Deed of Dedication and Maintenance Agreement for Forest Place, Phases 1-A & 1-B.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

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

After recording return to:
Augusta Utilities Department
Land Acquisition
360 Bay Street, Suite 180
Augusta, GA 30901

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION
[Utilities only-Private Streets]

WHEREAS, Sibley Development, LLC, a Georgia Limited Liability Company (hereinafter known as “**DEVELOPER**”) owns a tract of land in Richmond County, Georgia, known as Forest Place, Phase 1-A & 1-B, and in the building of a housing subdivision on said tract, it has laid out a water distribution system and gravity sanitary sewerage system, in said subdivision; and

WHEREAS, it is the desire of **DEVELOPER**, to deed said water distribution system and gravity sanitary sewer system to **AUGUSTA, GEORGIA**, (hereinafter known as “**AUGUSTA**”), a political subdivision acting by and through the Augusta-Richmond County Commission, for maintenance and control, reserving unto itself the maintenance and control of the storm drainage system and the road and street system; and

WHEREAS, a plat/as-built of the above stated subdivision has been prepared by Southern Land Surveyors, Inc., dated February 27, 2009_ said plat/as-built is being recorded as an attachment to this document and to which reference is hereby made for a more complete and accurate description as to the systems herein described; and

WHEREAS, **AUGUSTA**, by and through the Augusta-Richmond County Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS, **DEVELOPER** has agreed that neither **AUGUSTA**, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that said individual force mains and/or grinder pumps shall remain private.

NOW, THEREFORE, this indenture made this ____ day of _____,
20____ between **DEVELOPER** and **AUGUSTA**,

W I T N E S S E T H:

That **DEVELOPER**, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by **AUGUSTA**, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by **AUGUSTA**, has and does by these presents, grant, bargain, sell and confirm unto **AUGUSTA**, its successors and assigns, the following, to-wit:

Exclusive easement(s) in perpetuity over the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned plat/as-built.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described water distribution system and gravity sanitary sewerage system.

DEVELOPER, having elected to maintain the roads and streets as private streets, covenants that its (her/his) heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, through which **AUGUSTA** may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and gravity sanitary sewerage system, and shall grant to the **AUGUSTA** the necessary easement(s) in connection with such construction or extension.

DEVELOPER also grants **AUGUSTA** the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the right of free ingress and egress to and from said permanent easement for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

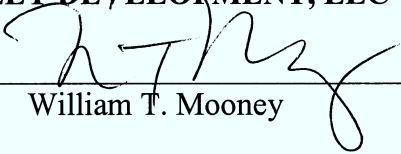
TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of **AUGUSTA**, its successors and assigns forever in fee simple.

AND DEVELOPER, its (her/his) heirs, legal representatives, successors and assigns, will warrant and defend the right and title to the above described property, to **AUGUSTA**, its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its (her/his) hand
and affixed its seal the day and year first above written.

SIBLEY DEVELOPMENT, LLC

Signed, sealed and delivered in

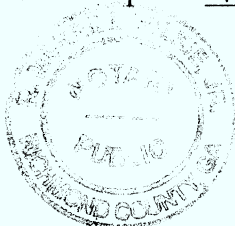
By: 
William T. Mooney

As its: Member Manager

Witness 


Notary Public
Richmond County, Georgia

My Commission Expires: 10/2/12



ACCEPTED BY:

AUGUSTA, GEORGIA

By: 
Deke Copenhaver
As its Mayor

Attest: _____
Clerk

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT
FOREST PLACE, PHASES 1-A & 1-B
(Utility Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this ____ day of _____, 2009, by and between Sibley Development, LLC, a Georgia Limited Liability Company, a Georgia Limited Liability Company, hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**AUGUSTA**":

WITNESSETH

WHEREAS, the **DEVELOPER** has requested that **AUGUSTA** accept the water distribution system and the gravity sanitary sewer system for the subdivision known as Forest Place, Phases 1-A & 1-B, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS, **AUGUSTA** has adopted a policy requiring the **DEVELOPER** to maintain those installations and systems laid or installed in the subdivision, which **AUGUSTA** does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the **DEVELOPER** and the mutual agreement hereinafter set out, **IT IS AGREED** that:

(1) **AUGUSTA** accepts the gravity sanitary sewer system and water distribution system for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission.

(2) The **DEVELOPER** agrees to maintain all the installations laid or installed in said subdivision as described in said Deed for a period of eighteen months from the date of final inspection and approval, that date being **MARCH 17, 2009**.

(3) The **DEVELOPER** agrees that, if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the Deed due to failure or poor workmanship, the **DEVELOPER** shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, **AUGUSTA** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days of the date

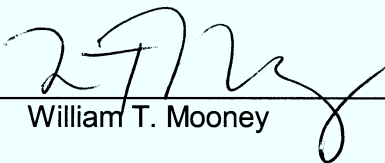
of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by **AUGUSTA**.

(5) If, in the event of an emergency, as determined by **AUGUSTA**, the **DEVELOPER** is unable to respond in a timely manner, **AUGUSTA** shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the **DEVELOPER'S** expense and allow the **DEVELOPER** time to make the needed repairs.

(6) In the event the **DEVELOPER** fails to comply with the terms of this agreement, then the **CITY** shall proceed to have the necessary corrective work done, and the **DEVELOPER** agrees to be responsible to **AUGUSTA** for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set its (his/her) hand and seal and **AUGUSTA** has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIBLEY DEVELOPMENT, LLC

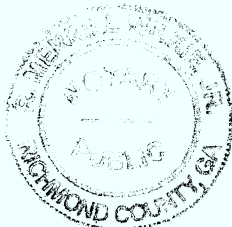
By: 
William T. Mooney

As its: Member Manager


Witness


Notary Public
Richmond County, Georgia

My Commission Expires: 10/2/12



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
Deke Copenhaver
As its Mayor

Attest: _____
Clerk

(SEAL)

EXISTING DETENTION FACILITY
SIZED TO INCLUDE THIS DEVELOPMENT
(WITH INGRESS/EGRESS AGREEMENT)



IN MY OPINION, THIS PLAN IS A
CORRECT REPRESENTATION OF THE
LAND PLATTED AND HAS BEEN PRE-
PARED IN ACCORDANCE WITH THE
MINIMUM STANDARDS OF LAW.

CONTRACTOR'S CERTIFICATION
I HEREBY CERTIFY THAT THE MATERIALS AS SHOWN ON THIS MAP
ARE CONSTRUCTED

SURVEYOR'S CERTIFICATION
IT IS HEREBY CERTIFIED THAT THIS PLAN IS TRUE AND CORRECT AND
WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME
OR UNDER MY SUPERVISION THAT ALL MONUMENTS SHOWN HEREON
ARE CORRECTLY SHOWN

2/27/09
BERNIE C. HARRIS GA RLS NO 1725

UTILITY ASBUILT OF
**PHASE 1-A & PHASE 1-B
FOREST PLACE**

FOR

**SIBLEY
DEVELOPMENT, LLC.**

AUGUSTA-RICHMOND COUNTY, GEORGIA

SCALE: 1" = 20' FEBRUARY 27, 2009

PREPARED BY

SOUTHERN LAND SURVEYORS, INC.

4571-C COX ROAD PHONE (706)855-6700 EVANS, GEORGIA 30809

Item # 9

CURVE TABLE				
CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	22.75	37.00	N21°36'05"W	22.39
C2	3.20	37.00	N01°30'19"W	3.20
C3	2.93	63.00	S00°21'22"E	2.93
C4	11.78	63.00	S07°02'39"E	11.76
C5	29.49	63.00	S25°48'31"E	29.22
C6	15.34	37.00	S27°20'31"E	15.23

PROPOSED ADDRESS

LOT 1A - 1801 CRIMSON LEAF WAY LOT 8D - 1823 CRIMSON LEAF WAY
LOT 2A - 1803 CRIMSON LEAF WAY LOT 10D - 1825 CRIMSON LEAF WAY
LOT 3B - 1807 CRIMSON LEAF WAY LOT 12D - 1827 CRIMSON LEAF WAY
LOT 4B - 1809 CRIMSON LEAF WAY LOT 14D - 1829 CRIMSON LEAF WAY
LOT 5B - 1811 CRIMSON LEAF WAY LOT 16D - 1831 CRIMSON LEAF WAY
LOT 6C - 1815 CRIMSON LEAF WAY LOT 18D - 1835 CRIMSON LEAF WAY
LOT 7C - 1817 CRIMSON LEAF WAY LOT 20D - 1837 CRIMSON LEAF WAY
LOT 8C - 1819 CRIMSON LEAF WAY LOT 22D - 1839 CRIMSON LEAF WAY

BLOCK "T"

-EXISTING DEVELOPMENT-
% AUGUSTA SPRING
LIMITED %
042-3-027-04-0
ZONED B-1

LINE TABLE		
LINE	LENGTH	BEARING
L1	3.90	N39°13'00"W
L2	24.07	N00°58'33"E
L3	10.58	N39°13'00"W
L4	26.00	N39°13'00"W
L5	26.00	N39°13'00"W
L6	15.00	N39°13'00"W
L7	26.00	N39°13'00"W
L8	15.98	N39°13'00"W
L9	10.02	S40°56'11"E
L10	26.01	S40°56'11"E
L11	15.01	S40°56'11"E
L12	26.01	S40°56'11"E
L13	26.00	S39°13'00"E
L14	26.00	S39°13'00"E
L15	26.00	S39°13'00"E
L16	14.70	N74°37'07"E
L17	26.34	S39°13'00"E
L18	29.97	S39°13'00"E
L19	26.34	S39°13'00"E
L20	30.60	S39°13'00"E
L21	39.00	S39°13'00"E
L22	26.00	S39°13'00"E
L23	26.00	S39°13'00"E
L24	15.00	S39°13'00"E
L25	26.00	S39°13'00"E
L26	26.00	S39°13'00"E
L27	26.00	S39°13'00"E
L28	15.00	S39°13'00"E
L29	26.00	S39°13'00"E
L30	26.00	S39°13'00"E
L31	26.00	S39°13'00"E
L32	26.00	S39°13'00"E
L33	24.10	S39°13'00"E
L34	26.00	S39°13'00"E
L35	26.00	S39°13'00"E
L36	39.00	S39°13'00"E
L37	39.00	N39°13'00"W
L38	26.00	N39°13'00"W
L39	26.00	N39°13'00"W
L40	39.00	N39°13'00"W

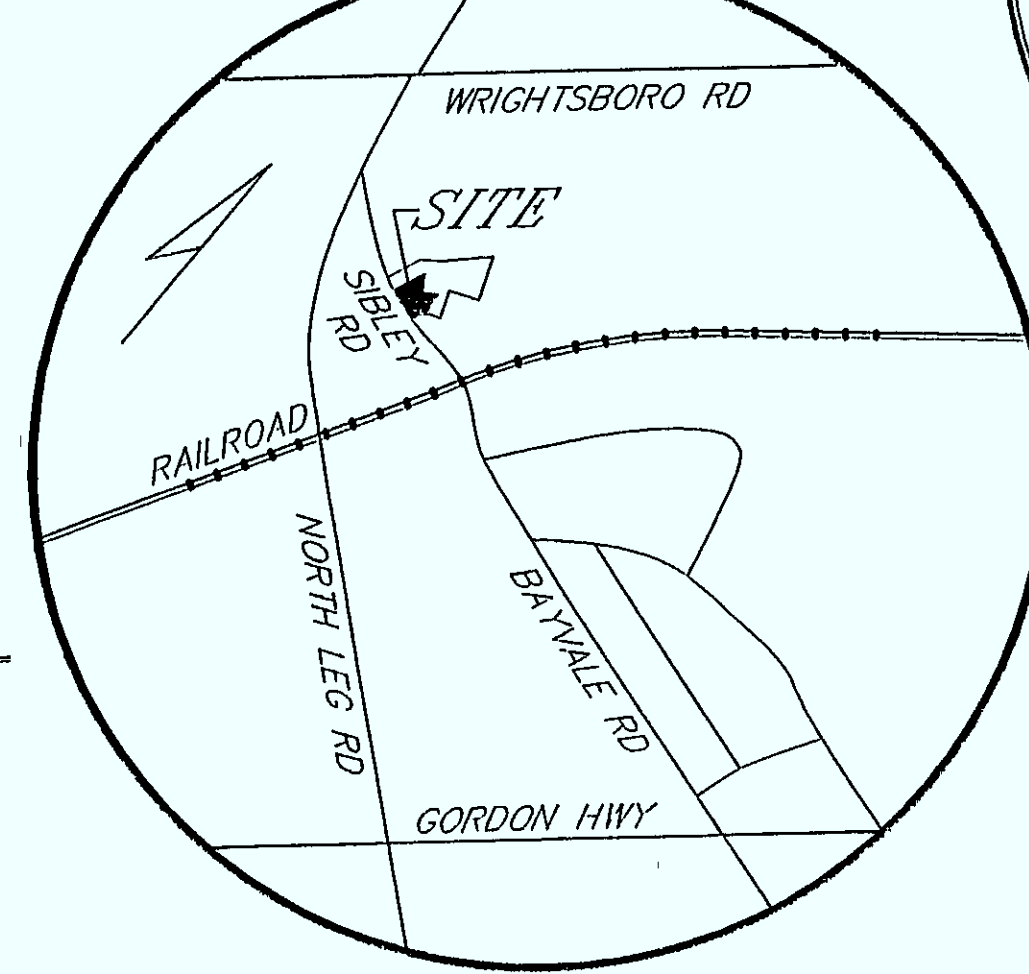
UTILITY INFORMATION

BLOCK & LOT No.	WATER		SEWER	
	LEFT PROPERTY LINE	RIGHT PROPERTY LINE	LEFT PROPERTY LINE	RIGHT PROPERTY LINE
1A	26.80	-0.80	7.15	18.79
2A	1.40	29.00	30.10	-1.28
3B	13.02	26.27	2.60	36.49
4B	4.61	21.42	24.11	1.90
5B	24.98	1.04	2.06	23.95
6C	25.44	0.58	5.35	20.70
7C	3.74	22.27	25.43	0.60
8C	24.13	1.88	2.50	23.50
9D	25.68	0.33	3.62	22.41
10D	5.29	20.79	23.88	2.15
11D	27.92	-1.90	1.60	24.41
12D	2.95	23.08	23.12	2.89
30I	37.24	1.95	15.13	24.24
31I	1.69	24.31	23.45	2.56
32I	24.35	1.68	2.08	23.92
33I	3.41	35.60	22.76	16.40

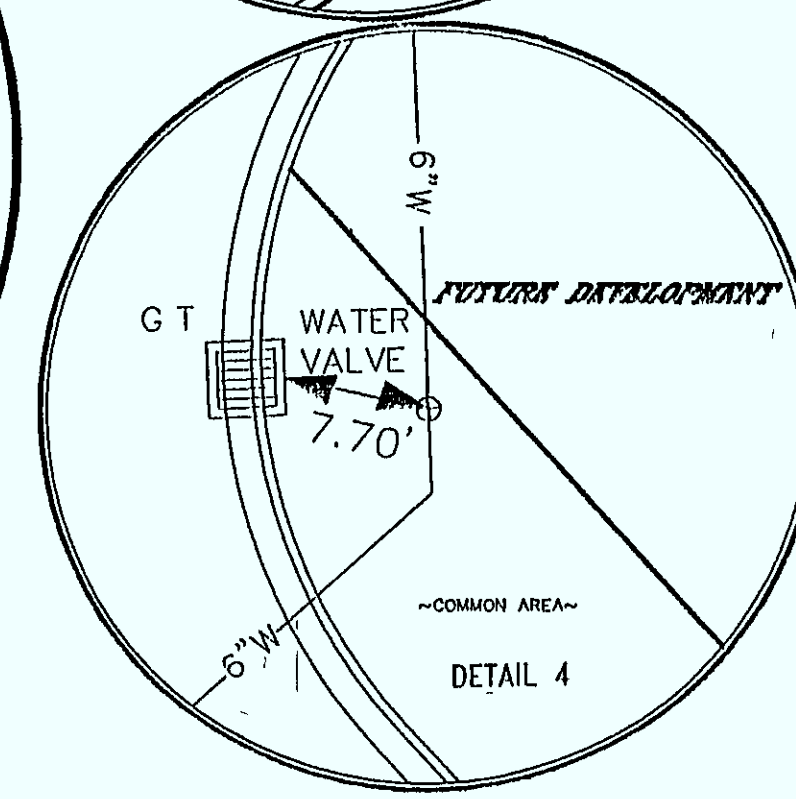
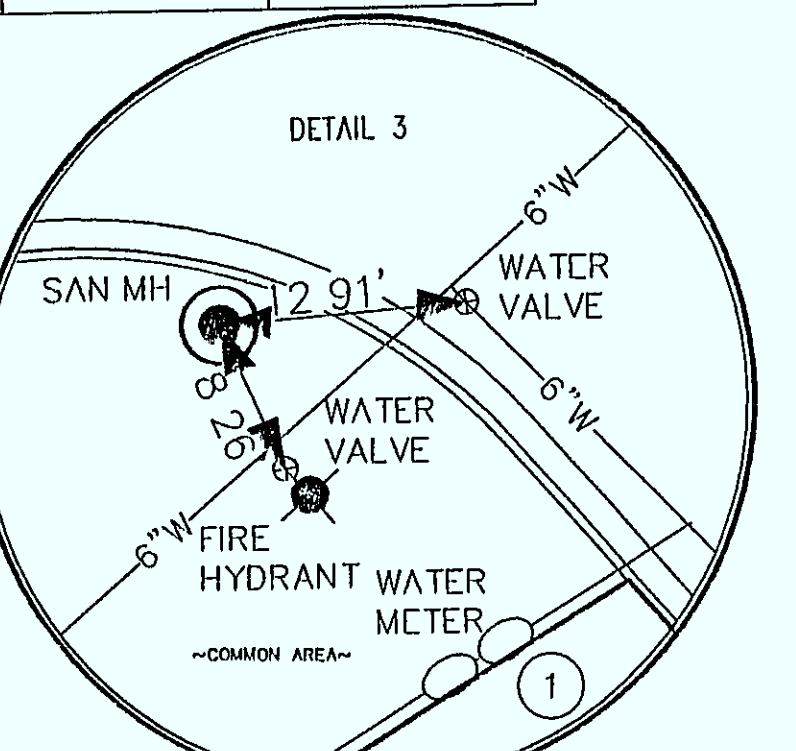
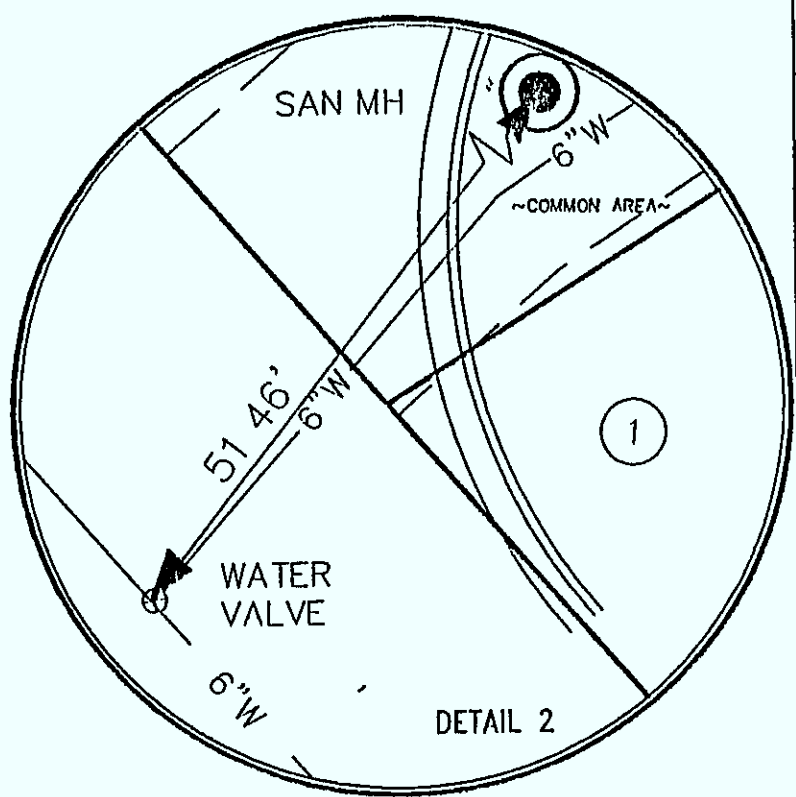
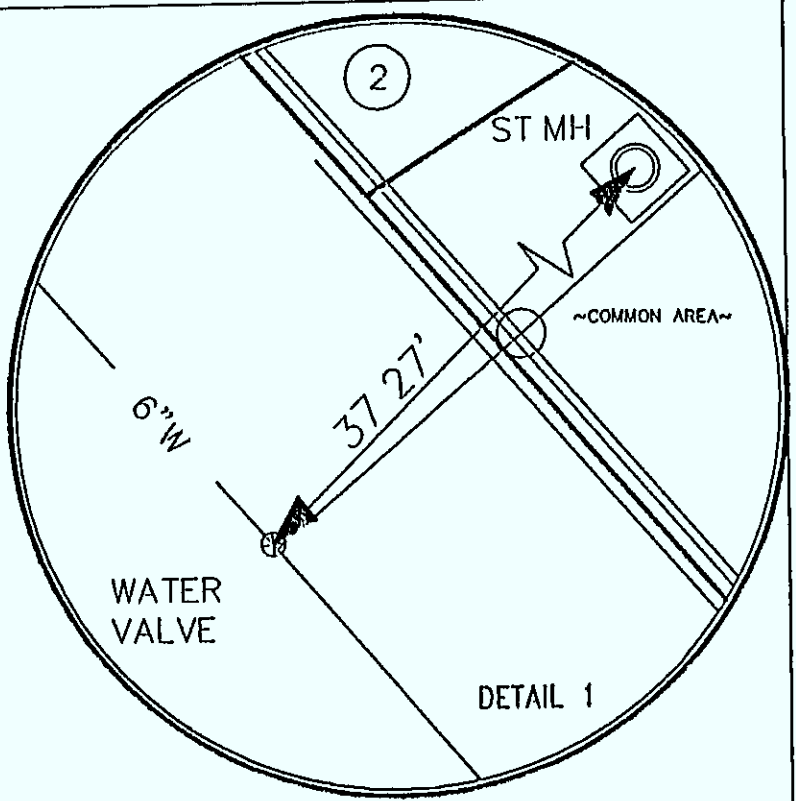
LOT AREA DATA

LOT 1A - 3,984 SQ. FT.	LOT 9D - 3,014 SQ. FT.
LOT 2A - 3,602 SQ. FT.	LOT 10D - 3,024 SQ. FT.
LOT 3B - 4,509 SQ. FT.	LOT 11D - 3,024 SQ. FT.
LOT 4B - 2,994 SQ. FT.	LOT 12D - 3,024 SQ. FT.
LOT 5B - 2,964 SQ. FT.	LOT 30I - 3,650 SQ. FT.
LOT 6C - 2,964 SQ. FT.	LOT 31I - 2,444 SQ. FT.
LOT 7C - 2,968 SQ. FT.	LOT 32I - 2,444 SQ. FT.
LOT 8C - 2,982 SQ. FT.	LOT 33I - 3,666 SQ. FT.

NORTHING - 1260529 330
EASTING - 687718 820



LOCATION MAP
NTS



TECHNICAL DATA:
INSTRUMENT USED - TOPCON GPT-1003
ANGULAR ERROR - 5" PER POINT
TRAVERSE CLOSURE - 1/16" 500
ADJUSTMENT BY NO. RULE

NOTES:
1. WATER LINES - C-800 CLASS 200
2. SEWER LINES - 30" 35

20' 10' 0 20' 40'
SCALE IN FEET

NORTHING - 1260457 394
EASTING - 687524 543



**Engineering Services Committee Meeting
6/29/2009 12:50 PM
Increase Graves' PO for Judicial Center Testing**

Department: Public Services Department - Facilities Management Division

Caption: Approve an increase in the Purchase Order with Graves Engineering for construction testing on the Judicial Center by \$56,000 to \$178,000 to cover the cost of testing related to unforeseen conditions.

Background: Graves Engineering Services was approved at the Commission Meeting of January 22, 2009 for the Judicial Center construction material testing and sub-surface Special Inspections. The Purchase Order was issued, based on an estimated scope of work, in the amount of \$122,000.

Analysis: Due to unforeseen conditions, including, but not limited to: removal and replacement of unsuitable soils, weather, removal of abandoned underground structures and changes in some of the means of construction, the scope of work has increased. As such, the estimated testing required to satisfy regulatory requirements has increased by an estimated \$56,000 and staff recommends increasing the PO by this amount.

Financial Impact: The increase in the PO is \$56,000.00 with the revised total to be \$178,000.00.

Alternatives: 1. Approve an increase in the Purchase Order with Graves Engineering for construction testing on the Judicial Center by \$56,000 to \$178,000 to cover the cost of testing related to unforeseen conditions. 2. Do not approve the increase.

Recommendation: #1. Approve an increase in the Purchase Order with Graves Engineering for construction testing on the Judicial Center by \$56,000 to \$178,000 to cover the cost of testing related to unforeseen conditions.

Funds are Available in the Following Accounts: FUNDS ARE AVAILABLE IN ACCOUNT: #325-05-1120/209251104, Object Code 5413130

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.**

Cover Memo

Item # 10

May 26, 2009

Augusta-Richmond County
c/o Heery International
501 Greene Street, Suite 313
Augusta, Georgia 30901

ATTENTION: Mr. Lindsay Johnson

SUBJECT: Additional Construction Testing and Inspection Services
Augusta Judicial Center
Augusta, Georgia
Graves Engineering Project No. P-091732

Gentlemen:

Per your recent request, Graves Engineering Services, Inc. is pleased to submit this proposal to provide additional construction testing and inspection services for the subject project. The project involves the ongoing construction of the new Judicial Center for Augusta-Richmond County. Graves Engineering is currently under contract to provide certain materials testing and inspection services. Purchase order #P161411 was issued to Graves on February 11, 2009 for \$122,000.

As of May 1, 2009 we have invoiced a total of \$91,338.10. We project an invoice of approximately \$20,000 for the month of May. Therefore, we anticipate that only approximately \$10,000 will remain at the end of this month. It should be noted that our original budget estimate was based on our review of the construction schedule and several issues have been encountered during construction that were not foreseen and were not accounted for in our original budget estimate. They include the following:

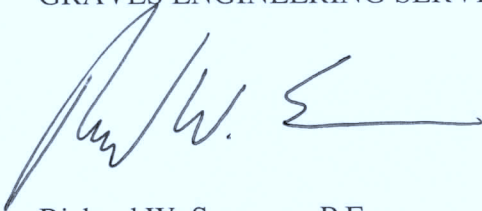
1. The site grading and utilities installation phase was anticipated to encompass approximately 6 weeks. These activities started in late January and are still taking place to date. They have been greatly complicated by weather conditions and the rubble/unsuitable soils encountered, especially in the north parking lot. We have been requested to have extra personnel on-site to quantify the removal of these materials.
2. The auger-cast pile installation/load testing program was anticipated to encompass approximately 4 weeks and actually encompassed 6 weeks.
3. The concrete frame contractor is excavating and forming the pile caps and grade beams. It was anticipated that these would be earth-cast such that no additional backfilling would occur in the building pad area. Per the requirements of Special Inspections in the IBC, this requires that we have a soil special inspector on-site continuously during backfilling of the pile caps and grade beams. It appears that this process could take up to 2 months.

4. Due to issues beyond our control, there are now 6 different concrete mixes on the project. On certain days, we are taking samples per the project specifications that results in the casting of 4 to 5 sets of concrete cylinders for limited overall placement quantities.(i.e. 4 to 5 sets of concrete for 25 total yards placed). We budgeted less concrete testing as per projects of similar scope that would result in taking only 1 to 2 sets of concrete for similar quantity placed.

Per your request, we anticipate that the total additional costs for our continued services would be on the order of \$56,000. This could be considered a not to exceed figure if we are completely out of the ground(i.e all grade slabs placed) within 5 weeks and the concrete frame is completed as scheduled in October, 2009.

We will proceed with the additional services on the basis of your written authorization and issuance of an additional purchase order. We appreciate the opportunity to continue to provide our professional services for the project. If you have any questions concerning this letter or wish to have further discussions, please contact us at (706) 651-9922.

Respectfully Submitted,
GRAVES ENGINEERING SERVICES, INC.

A handwritten signature in dark ink, appearing to read 'R. W. Swanson', followed by a horizontal line.

Richard W. Swanson, P.E.
Principal Engineer / President
Ga. Registration No. 22223



**Engineering Services Committee Meeting
6/29/2009 12:50 PM
Off System Safety Project**

Department: Abie L. Ladson, PE, CPESC, Director of Engineering

Caption: Approve The Off System Safety Project, Georgia Department of Transportation Project Number CSSFT-0008-00(876); P.I. #0008876, and execute The Georgia Department of Transportation Contract for the above named project where the City of Augusta agrees to comply with the Provisions for State Requirements. Funding is available in Traffic Engineering Account 272-041710-5311630.

Background: Over the past several years, the roadway striping and sign reflectivity along several county roadways has deteriorated which, presents several potential safety hazards. This program, which is managed through the Georgia Department of Transportation, will provide federal funding up to \$450,000 in order to contract with a striping and signage contractor to upgrade the striping along roadways which are not currently on the state highway system such as county roadways.

Analysis: Project would greatly improve the safety of county roadways and will be accomplished with funding that would not otherwise be available through the county general fund.

Financial Impact: Up to \$450,000.00 to be reimbursed by the Georgia Department of Transportation. If the project exceeds the maximum reimbursable amount as approved by the State Department of Transportation, the City will be responsible for the balance up to \$50,000.

Alternatives: 1. Approve The Off System Safety Project, Georgia Department of Transportation Project Number CSSFT-0008-00(876); P.I. #0008876, and Execute The Georgia Department of Transportation Contract for the above named project where the City of Augusta agrees to comply with the Provisions for State Requirements. Funding is available in Traffic Engineering Account 272-041710-5311630. 2. Do not approve and deny execution of a much needed project.

Recommendation: approve alternative #1

Funds are Available in the Following Accounts: 272-041710-5311630

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

Augusta-Richmond County, Georgia

CPB#N/A

**CAPITAL PROJECT BUDGET
OFF SYSTEM SAFETY PROJECT**

BE IT ORDAINED by the Commission-Council of Augusta-Richmond County, Georgia that the following Capital Project Budget is hereby authorized:

Section 1: This project proposes to upgrade striping along roadways which are not currently on the state highway system as county roadways. Funding for this project will be through the Georgia Department of Transportation in the amount of \$450,000 and City of Augusta \$50,000.

Section 2: The following revenues are anticipated to be available to the Consolidated Government to complete the project.

GDOT State Aid Contract	\$450,000
Augusta Traffic Engineering	<u>\$50,000</u>
	\$500,000

Section 3: The following amounts are appropriated for the project:

By Basin	By District
N/A	N/A

Section 4: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this _____ day of _____.

Approved

Honorable Deke Copenhaver, Mayor

Original-Commission Council Office
Copy-Engineering Department
Copy-Finance Department
Copy-Procurement Department

Augusta-Richmond County, Georgia

CPB#N/A

**CAPITAL PROJECT BUDGET
OFF SYSTEM SAFETY PROJECT**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
TRAFFIC ENGINEERING 272-041710-5311630	(\$50,000)		(\$50,000)
GDOT STATE AID CONTRACT	(\$450,000)		(\$450,000)
TOTAL SOURCES:	(\$500,000)	\$0	(\$500,000)
<u>USE OF FUNDS</u>			
PAVEMENT MARKINGS 272-041710-5311630	\$500,000	\$0	\$500,000
TOTAL USES:	\$500,000	\$0	\$500,000

GDOT 2008 SIGNING AND MARKING MASTER LIST

NUMBER	NAME	FOOTAGE	START	FINISH	STRIPING	RPM	SIGNING
1	FULCHER RD	26,900	KEYSVILLE RD	STORY MILL RD	X	X	X
2	STORY MILL RD	27,540	HEPHZIBAH-McBEAN RD	COUNTY LINE	X	X	X
3	KEYSVILLE RD	16,225	HWY 88	COUNTY LINE	X	X	X
4	RICHMOND HILL RD	14,010	DEANS BRIDGE (HWY 1)	WINDSOR SPRING RD	X	X	
5	CLARK RD	13,400	MIKE PADGETT HWY (56)	HEPHZIBAH-McBEAN RD	X	X	X
6	HENDERSON RD	12,425	HEPHZIBAH-McBEAN RD	STORY MILL RD	X	X	X
7	MEADOWBROOK RD	10,510	DEANS BRIDGE (HWY 1)	WINDSOR SPRING RD	X	X	
8	KARLEEN RD	8,420	TOBACCO RD	ULM RD	X	X	X
9	FARMERS BRIDGE RD	11,465	KEYSVILLE RD	COUNTY LINE	X	X	X
10	BOYKIN RD	10,630	PEACH ORCHARD (HWY 25)	WINDSOR SPRING RD	X	X	X
11	BATH-EDIE RD	9,782	HWY 88	KEYSVILLE RD	X	X	X
12	MORGAN RD	9,620	DEANS BRIDGE (HWY 1)	TOBACCO RD		X	X
13	DIXON AIRLINE RD	9,200	MIKE PADGETT HWY (56)	DOUG BERNARD PKWY (56 LOOP)	X		
14	PLANTATION RD	7,700	PEACH ORCHARD (HWY 25)	WINDSOR SPRING RD	X		X
15	BROOME RD	7,680	HEPHZIBAH-McBEAN RD	McCOMBS RD	X	X	
16	INTERNATIONAL BLVD	7,132	GOSHEN INDUSTRIAL BLVD	DOUG BERNARD PKWY (56 LOOP)	X		
17	LOUISA RD	6,800	PEACH ORCHARD (HWY 25)	MIMS RD	X		
18	TRAVIS RD	9,600	BOYKIN RD	WINDSOR SPRING RD	X		
19	CAMP JOSEY RD	4,860	DEANS BRIDGE (HWY 1)	POLICE ACADEMY	X		
20	PATTERSON BRIDGE RD	4,700	RABOUN RD	WINDSOR SPRING RD	X		
21	PATTERSON BRIDGE RD	5,760	HWY 88	END of PAVEMENT	X		
22	PERKINS RD	5,240	MARVIN GRIFFIN RD	DOUG BERNARD PKWY (56 LOOP)	X		
23	NIXON RD	4,950	OLD SAVANNAH RD	DOUG BERNARD PKWY (56 LOOP)	X		X
24	GOSHEN INDUSTRIAL BLVD	4,320	MIKE PADGETT HWY (56)	INTERNATIONAL BLVD	X		
25	LACE RD	3,820	WILLIS FOREMAN RD	ULM RD	X		
26	LUMPKIN ROAD	25,683	OLD McDUFFIE ROAD	DOUG BERNARD PKWY (56 LOOP)	X	X	
27	WRIGHTSBORO RD 1 of 4		JAMES BROWN BLVD (9TH ST)	R. A. DENT BLVD (13TH ST)			X
28	WRIGHTSBORO RD 2 of 4		R. A. DENT BLVD (13TH ST)	HIGHLAND AVE.			X
29	WRIGHTSBORO RD 3 of 4		HIGHLAND AVE	BOBBY JONES EXP (232)			X
30	WRIGHTSBORO RD 4 of 4		BOBBY JONES EXP (232)	JIMMIE DYESS PKWY			X
31	WALTON WAY 1 of 4		3rd STREET	13th STREET			X
32	WALTON WAY 2 of 4		15th STREET	HICKMAN ROAD			X
33	WALTON WAY 3 of 4		HICKMAN ROAD	HIGHLAND AVE			X
34	WALTON WAY 4 of 4		HIGHLAND AVE	JACKSON ROAD			X
35	LANEY-WALKER BLVD		SANDBAR FERRY RD	DRUID PARK	X	X	X
36	WINDSOR SPRING RD		PEACH ORCHARD (HWY 25)	MIMS RD	X	X	X
37	TINLEY RD		BOOME RD	McCOMBS RD	X	X	
38	McCOMBS RD		PEACH ORCHARD (HWY 25)	OLD WAYNESBORO RD	X	X	X



**Engineering Services Committee Meeting
6/29/2009 12:50 PM
Rae's Creek Trunk Sewer Replacement, Phased IV - CBP#8 & CO#7**

Department: Abie L. Ladson, PE, CPESC, Director of Engineering

Caption: Approve Capital Project Budget Change Number Eight and Change Order Number Seven in the amount of \$145,000.00 on the Rae's Creek Trunk Sewer Replacement, Phase IV (CPB 327-041110-208812301) to the construction contract with W. L. Hailey & Company. Also, approve the transfer of \$145,000.00 into the Construction budget for completion of the Engineering Department's portion of this project.

Background: In 2008 the Engineering Department partnered with the Utilities department on this contract to allow improvements to the storm water management system, roadway alignment and riding surface along Camellia Road. This Change Order was necessary due to the discovery of unsuitable subbase material, subsurface utility conflicts and storm drains additional protection.

Analysis: This Change will stabilize the subbase of the road and allow construction of storm sewer as needed to complete construction on the Rae's Creek Trunk Sewer Replacement project.

Financial Impact: Funds are available in SPLOST recapture account number 327-04-11106011110/296812333-6011110 upon Commission approval.

Alternatives: Approve Capital Project Budget Change Number Eight and Change Order Number Seven in the amount of \$145,000.00 on the Rae's Creek Trunk Sewer Replacement, Phase IV (CPB 327-041110-208812301) to the construction contract with W. L. Hailey & Company. Also approve the transfer of \$145,000.00 into the Construction budget for completion of the Engineering Department's portion of this project 2) Do not approve.

Recommendation: Approve Alternative Number One

Funds are Available in the Following Accounts: 327-041110-6011110 - 296812333-6011110

REVIEWED AND APPROVED BY:

**Finance.
Procurement.**

Cover Memo

Item # 12

**Law.
Administrator.
Clerk of Commission**

Please do not process this document. Once approved by the Commission, the original will be sent to Clerk of Commission for execution. For information reference this request contact Shelette @ ext 5070.

Augusta-Richmond County, Georgia

CPB#327-041110-208812301

**CAPITAL PROJECT BUDGET
RAE'S CREEK TRUNK SEWER REPLACEMENT, PHASE IV & V
CHANGE NUMBER EIGHT**

BE IT ORDAINED by the Commission-Council of Augusta-Richmond County, Georgia that the following Capital Project Budget is hereby authorized:

Section 1: This project is authorized to CPB#327-041110-208812301. In 2008 the Engineering Department partnered with the Utilities Department on this contract to allow improvements to the storm water management system, roadway alignment, and riding surface along Camellia Road. Funding for this project is located in Urban SPLOST Ph. III Recapture in the amount of \$145,000.

Section 2: The following revenues are anticipated to be available to the Consolidated Government to complete the project.

Special 1% Sales Tax, Urban Phase Recapture III	\$634,200
Special 1% Sales Tax, Urban Phase Recapture III	\$18,000
Special 1% Sales Tax, Urban Phase Recapture III	<u>\$145,000</u>
	\$797,200

Section 3: The following amounts are appropriated for the project:

	By Basin	By District
Raes Creek	\$145,000	\$145,000

Section 4: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this _____ day of _____.

Approved

Honorable Deke Copenhaver, Mayor

Original-Commission Council Office
Copy-Engineering Department
Copy-Finance Department
Copy-Procurement Department

Augusta-Richmond County, Georgia

CPB#327-041110-208812301

**CAPITAL PROJECT BUDGET
RAE'S CREEK TRUNK SEWER REPLACEMENT, PHASE IV & V
CHANGE NUMBER EIGHT**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
URBAN SPLOST PHASE III RECAPTURE 327-041110-296812333	(\$652,200)	(\$145,000)	(\$797,200)
TOTAL SOURCES:	(\$652,200)	(\$145,000)	(\$797,200)
 <u>USE OF FUNDS</u>			
ENGINEERING 327-04-1110-5212115-208812301	\$51,200	\$0	\$51,200
CONSTRUCTION 327-04-1110-5414110-208812301	\$601,000	\$145,000	\$746,000
TOTAL USES:	\$652,200	\$145,000	\$797,200



**Engineering Services Committee Meeting
6/29/2009 12:50 PM
Repair Failed CMP at Meadowbrook and Ira Drive**

Department: Public Services Department - Maintenance Division

Caption: Award bid to Quality Storm Water Solutions (low bidder) in the amount of \$131,565 for the removal and replacement of 240 LF of failed CMP underneath the roadway at Meadowbrook and Ira Drive. Approve under emergency conditions as the the roadway could potentially collapse.

Background: The 240 LF of deteriorated pipe extends beneath Meadowbrook Drive. The failed pipe presents a serious threat to the safety of motorists and pedestrians. The contractor has been given a "Notice to Proceed" under an emergency basis.

Analysis: Without immediate attention, the failed pipe would eventually cause the road to collapse which could result in injuries and/or worse.

Financial Impact: Funds are available in SPLOST IV, Grading and Drainage Account #324041110/201824021

Alternatives: 1. Award bid to Quality Storm Water Solutions (low bidder) in the amount of \$131,565 for the removal and replacement of 240 LF of failed CMP underneath the roadway at Meadowbrook and Ira Drive. Approve under emergency conditions as the the roadway could potentially collapse. 2. Do nothing and risk road collapsing and endangering the public.

Recommendation: #1. Award bid to Quality Storm Water Solutions (low bidder) in the amount of \$131,565 for the removal and replacement of 240 LF of failed CMP underneath the roadway at Meadowbrook and Ira Drive. Approve under emergency conditions as the the roadway could potentially collapse.

Funds are Available in the Following Accounts: Funds are available in Grading and Drainage Account #324041110/201824021

REVIEWED AND APPROVED BY:

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

06/12/2009 11:34 8039297625

L-J INC

PAGE 01/02

L-J, Inc.
220 Stoneridge Drive, Suite 405
Columbia, SC 29210
Phone: 803.929.1181 Fax: 803.929.7625

June 12, 2009

Dennis Stroud, Maintenance Division
City of Augusta
2316 Tobacco Road
Augusta, GA 30906

Re: 72" & 60" Pipe Replacement Meadowbrook Drive.

Dear Dennis:

Per your request the following quote for this emergency work is submitted for your review and approval.

Scope of Work:

1. Remove and Replace Within the Roadway Approximately 104 LF of 72" CMP/ RCP Pipe.
2. Install 1 72" Headwall / Riprap.
3. Remove and Replace Approximately ¹⁵⁰ LF of CMP / HDPE Pipe.
4. Install 1 60" * 72" Junction Box.
5. Install 1 60" * 48" Junction Box.
6. Demolition of Asphalt & Concrete.
7. Install New Asphalt, Concrete Curb and Sidewalk.
8. Traffic Control for Project.
9. Install Inlet Barrier on 72" Pipe.
10. Other related items required to complete the work.

We propose completing the emergency for the Lump Sum Amount:

\$ 131,650.⁰⁰

We are able to begin this immediately and should complete within 30 working days.

Should you have any questions please contact Randall or me.

Sincerely,

Richard Goodwin

Cc: Randall McClain

Enclosures

Item # 13

STORM PIPE REPLACEMENT
MEADOWBROOK DRIVE @ IRA DRIVE
DRAWINGS: N/A - SITE INSPECTION

UC301765

6/16/09

PREPARED BY: QUALITY STORM WATER SOLUTIONS - THERON SAPP (706) 533-9450

For furnishing all materials and equipment and performing all labor necessary for the above referenced project as shown on the Drawings and as specified for the following prices and approximate quantities shown.

ITEM

NO.	QTY.	UNIT	DESCRIPTION	TOTAL PRICE
-----	------	------	-------------	-------------

- | | | | | |
|----|--------|--|---|--|
| 1. | | | STORM WATER PIPE: | |
| | 1 LS | | MOBILIZE | |
| | 1 LS | | REMOVE EXISTING SAFETY END SECTION | |
| | 240 LF | | REMOVE & HAUL EXISTING 72" CMP | |
| | 333 SY | | REMOVE & HAUL ASPHALT PAVING | |
| | 200 LF | | REMOVE & HAUL CONCRETE CURB & GUTTER | |
| | 240 LF | | INSTALL 72" O-RING RCP PIPE (INCLUDES 1' STONE BEDDING) | |
| | 1 LS | | INSTALL 72" HEADWALL (INCLUDES STONE BEDDING) | |
| | 1 LS | | POWER POLE SUPPORT | |
| | 1 LS | | CONNECT 72" RCP TO EXISTING STORM BOX | |
| | 1 LS | | INSTALL NEW WEIR INLET AT REAR OF PARKING LOT | |
| | 1 LS | | CONNECT EXISTING 24" RCP (@ HBT) TO NEW 72" RCP | |
| | 180 CY | | SANDCLAY BACKFILL MATERIAL AT ROAD CROSSING | |
| | 1 LS | | INSTALL RIP-RAP AT NEW HEADWALL | |
| | 1 LS | | SILT FENCE | |
| | 1 LS | | GRASSING AT DISTURBED AREAS | |
| | 17 CY | | 8" CONCRETE TRENCH CAP AT ROAD CROSSING | |
| | 278 SY | | ASPHALT PATCH AT PARKING LOT (6"GABC + 2" E-MIX) | |
| | 50 SY | | ASPHALT PATCH AT ROAD CROSSING (2") | |
| | 300 SY | | ASPHALT OVERLAY AT ROAD CROSSING (1.5") | |
| | 100 SF | | SIDEWALK REPLACEMENT | |
| | 1 LS | | CLEAN-UP | |

TOTAL ESTIMATED JOB COST

\$126,565.00

131,565

CLARIFICATIONS:

- TRAFFIC DETOUR BY COUNTY - NOT INCLUDED.
- PRICE INCLUDES 1' - #57 STONE BEDDING FOR NEW 72" RCP
- PRICE INCLUDES SAND-CLAY BACKFILL HAUL-IN AT ROAD CROSSING, PIPE OUTSIDE R.O.W. TO BE BACKFILLED WITH EXISTING SOIL.
- PRICE INCLUDES INSTALLING NEW 72" HEADWALL AT HEAD OF STORM LINE.
- PRICE INCLUDES INSTALLING 8" CONCRETE TRENCH CAP AT ROAD CROSSING.
- WE ARE PREPARED TO MOBILIZE AT YOUR CALL..
- PRICE DOES NOT INCLUDE P&P BONDING, IF REQUIRED, ADD \$5,000.00.

STORM WATER SOLUTIONS
T.SAPP

P-1

PROPOSAL

Item # 13



**Engineering Services Committee Meeting
6/29/2009 12:50 PM
street lighting request 6/17/09**

Department: Abie Ladson, Director

Caption: Motion to approve a resolution creating street lighting districts.

Background: The Engineering Department has been petitioned by the citizens requesting street lighting in their neighborhood pursuant to a 1971 Commission Resolution authorizing the creating of Street Lighting Districts. The petitioners agree to pay for all costs associated with the installation, ongoing maintenance and energy.

Analysis: Currently, street lighting is non-existing in these areas. Street lighting has been an effective measure to increase pedestrian and vehicular safety, assist in crime prevention, and to promote businesses and community pride.

Financial Impact: Street Lighting Districts are funded by a self supporting fund. Street Lighting charges vary based on the type lighting requested or required, billable front footage, and light wattage and spacing. Costs for the subject districts follow: Lighting District No. 338C Walton Hills \$.43

Alternatives: Approve

Recommendation: Approve

Funds are Available in the Following Accounts: 2760416105233111/Legal Advertising

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**



**Engineering Services Committee Meeting
6/29/2009 12:50 PM
Street Lights Telfair Street Supplemental Agrmt (resubmit)**

Department: Abie L. Ladson, PE, CPESC, Director of Engineering

Caption: Motion to supplement the City of Augusta's contract with RW Allen in the amount of \$30,866 to cover the additional costs associated with installing bases and associated wiring to complete the street light upgrade of the 800 block of Telfair Street. Funding is available in the Street Lighting account 276-041610-5414410 as requested by the Engineering Department.

Background: The library construction project on the corner of James Brown Boulevard and Telfair Street currently includes streetlight upgrades along the frontage of only the library property. This supplemental agreement would provide for installation of concrete bases and associated wire to continue this upgrade for the remainder of the block. Richmond County forces would then install the new light poles and fixtures.

Analysis: Upgrade would reduce maintenance and result in a uniform streetlight system along the 800 block of Telfair Street.

Financial Impact: Based on the cost estimate provided by RW Allen and their subcontractors, the cost of providing the bases and associated wiring is \$30,866.

Alternatives:) Motion to supplement the City of Augusta's contract with RW Allen in the amount of \$30,866 to cover the additional costs associated with installing bases and associated wiring to complete the street light upgrade of the 800 block of Telfair Street. Funding is available in the Street Lighting account 276-041610-5414410. 2) Do not approve.

Recommendation: approve alternative #1

Funds are Available in the Following Accounts: 276-041610-5414410

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

Please do not process this document. Once approved by the Commission, the original will be sent to Clerk of Commission for execution. For information reference this request contact Shelette @ ext 5070.

Augusta-Richmond County, Georgia

CPB#N/A

**CAPITAL PROJECT BUDGET
SUPPLEMENT AGREEMENT FOR
STREET LIGHTS ALONG TELFAIR STREET**

BE IT ORDAINED by the Commission-Council of Augusta-Richmond County, Georgia that the following Capital Project Budget is hereby authorized:

Section 1: This proposes to supplement the city's contract with RW Allen in the amount of \$30,866 to cover the additional costs associated with installing bases and associated wiring to complete the street light upgrade of the 800 block of Telfair Street.

Section 2: The following revenues are anticipated to be available to the Consolidated Government to complete the project.

Augusta Street Lighting	<u>\$30,866</u>
	\$30,866

Section 3: The following amounts are appropriated for the project:

By Basin
Phinizy

By District
1

Section 4: Copies of this Capital Project Budget shall be made available to the Comptroller for direction in carrying out this project.

Adopted this _____ day of _____.

Approved

Honorable Deke Copenhaver, Mayor

Original-Commission Council Office
Copy-Engineering Department
Copy-Finance Department
Copy-Procurement Department

Augusta-Richmond County, Georgia

CPB#N/A

**CAPITAL PROJECT BUDGET
SUPPLEMENT AGREEMENT FOR
STREET LIGHTS ALONG TELFAIR STREET**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
STREET LIGHTING 276-041610-5414410	\$30,866		\$30,866
TOTAL SOURCES:	\$30,866	\$0	\$30,866
<u>USE OF FUNDS</u>			
STREET LIGHTING 276-041610-5414410	\$30,866	\$0	\$30,866
TOTAL USES:	\$30,866	\$0	\$30,866

PO Box 2406 | Augusta, Georgia 30903-2406
Telephone 706.733.2800 | Fax 706.733.3879 | www.rwallen.com



5-12-09

Mr. Steve Cassell
Asst. Director ARC Traffic Engineering
507 Telfair Street
Augusta, GA 30901

Re: East Central Georgia Regional Library

Dear Steve:

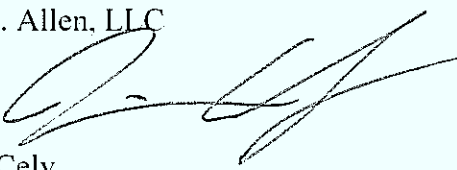
The below is our proposal to install the new street lights along Telfair (7). We have included all rough in, bases and wire. The below is our cost breakdown:

Arch / Design services	\$3,000.00
Fee includes	a. survey of affected area b. Layout of new lights c. elect design d. documents
Construction	\$27,866.00
Fee includes	a. install of 7 bases and wire b. all material (no poles)
total	\$30,866.00

Price excludes purchase of poles, lights, lamps, install of each.

All work to be done in conjunction with New Library lights.

Sincerely,
R.W. Allen, LLC


Jim Cely
Project Administrator





**Engineering Services Committee Meeting
6/29/2009 12:50 PM
Tobacco Rd Water Tower Contract Termination w/TMobile**

Department: Utilities, Clifford A. Goins, Interim Director

Caption: Approve Co-Location Lease Termination for Wireless Communications Facilities on Utilities Tobacco Road Water Storage Tank.

Background: Under agreements approved by the Commission, Utility Service Communications Company (USCC) provides AUD the service of managing wireless communications facilities on some of its water tanks. This agreement calls for a sharing of new and renegotiated revenues and provides for complete management including marketing, application processing, contract negotiation, contract preparation and liability, and payment collection. USCC keeps 30% of the revenues collected and pays 70% of total revenue to Augusta.

Analysis: T-Mobile came to AUD wanting to renegotiate its agreement in order to add additional antennas to our tank on Tobacco Road. Per our agreement, USCC renegotiated the contract and will supervise the changes to the tank. Part of this new agreement requires termination of the existing lease. The new lease is an agreement between USCC and T-Mobile.

Financial Impact: The previous lease provided for rent of \$15,870 per year through 7/31/13, collected and administered by AUD, for total revenue to AUD over a four-year period of \$63,840. The new lease provides for total revenue to AUD of \$64,207 over the same period that will increase at the rate of 4% per year thereafter, and gives complete administrative duties to USCC.

Alternatives: 1) Approve this item and provide for increased revenue and the best management of wireless communications facilities on the water tank. 2) Do not approve this item. Due to lack of expertise by AUD in this area, this action would leave AUD in a difficult position as we continue our revenue opportunities in the wireless market when current customers want to add equipment.

Recommendation: We recommend the Commission approve the co-location lease termination for wireless communications facilities on Utilities Tobacco Road water storage tank.

Funds are Available in the Following Accounts: Does not require funding.

Cover Memo

Item # 16

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Market: Atlanta
 Site Number: 8AU0305D
 Site Name: Johnson Grove
 Site Location: 2314 Tobacco Rd., Augusta, GA (Prison Tank)

CO-LOCATION LEASE TERMINATION AGREEMENT

THIS CO-LOCATION LEASE TERMINATION AGREEMENT (the "Termination Agreement") is made and entered into as of this ____ day of _____, 2009, by and between Augusta, Georgia (hereinafter referred to as "Landlord"), and SunCom Wireless Property Company, LLC, a Delaware limited liability company, successor-in-interest to Triton PCS Property Company LLC, (hereinafter referred to as "Tenant").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant, entered into a Co-Location Lease Agreement dated July 7, 1998 a copy of which is attached hereto as Exhibit "A" (hereinafter referred to as the "Agreement"); and

WHEREAS, Landlord and Tenant have agreed and desire to terminate the Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. The parties agree that the Agreement shall be and the same is hereby revoked and terminated in its entirety and the licensed term thereby demised is hereby brought to an end effective at the signing of this Termination Agreement.
2. Tenant agrees that simultaneously with the execution of this Termination Agreement that Tenant shall executed and enter into that certain License Agreement (as Licensee), attached hereto as Exhibit "B", with Utility Services Communications, Co. Inc., (as Licensor), for the same property as described in Exhibit "A" attached hereto.
3. Landlord and Tenant hereby releases and discharges each other from any and all claims that each party has or may have against the other arising out of our resulting from the Agreement.
4. We will hold each other mutually harmless for the performance of the contracts and termination of the same.
5. That the parties hereto present and warrant that the officers and/or representatives executing this Termination Agreement have the full and complete authority to do so and each party agrees to indemnify the other from and against any liability, loss or damages resulting from the failure of such officers and or representatives having the authority to executed this Termination Agreement.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Market: Atlanta
 Site Number: 9AT0709A
 Site Name: Columbus NE
 Site Location: 2314 Tobacco Rd., Augusta, GA (Prison Tank)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Termination Agreement as of the day and year first above written.

WITNESSES:

 (witness #1)

 (witness #2)

LANDLORD:
 Augusta, Georgia

By: _____
 Print Name: _____
 Its: _____
 Date: _____

STATE OF _____)

COUNTY OF _____)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this ____ day of _____ 2009
 by _____.

 (SEAL)
 Notary Public for _____
 Commission Expires: _____

Market: Atlanta
Site Number: 9AT0709A
Site Name: Columbus NE
Site Location: 2314 Tobacco Rd., Augusta, GA (Prison Tank)

Attachment number 1
Page 3 of 56

WITNESSES:

Jerem Buchner
(witness #1)

773
(witness #2)

TENANT:

SunCom Wireless Property Company, LLC

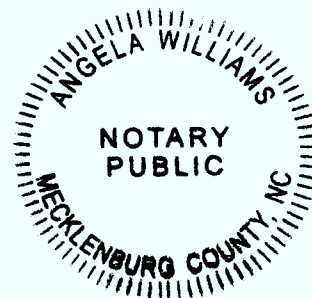
By: *Todd Wheeler*
Print Name: Todd Wheeler
Its: Area Director
Date: 5/28/09

STATE OF North Carolina,
COUNTY OF Mecklenburg

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 28 day of May, 2009
by Todd Wheeler as Area Director, SunCom Wireless Property
Company, LLC, a Delaware limited liability company, successor-in-interest to Triton PCS Property
company, LLC.

Angela Williams (SEAL)
Notary Public for North Carolina
Commission Expires: 12/8/13



Market: Atlanta
Site Number: 9AT0709A
Site Name: Columbus NE
Site Location: 2314 Tobacco Rd., Augusta, GA (Prison Tank)

EXHIBIT "A"

Co-Location Lease Agreement

(See attached ten (10) pages)

4U2305R-4
Johnson Grove

THIS CO-LOCATION LEASE AGREEMENT (the "Agreement") is entered into this 7 day of July, 1998 by and between AUGUSTA, GEORGIA (hereinafter referred to as "LANDLORD") and TRITON PCS PROPERTY COMPANY L.L.C. (hereinafter referred to as "TENANT").

WHEREAS, LANDLORD owns a certain parcel of property located on Tobacco Road, Augusta, Georgia, which property is more specifically described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), and LANDLORD owns a water tower (hereinafter referred to as the "Tower") erected on the Premises; and

WHEREAS, TENANT desires to lease certain designated space of the Premises and the Tower (the "Leased Premises").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows.

1. **LEASED PREMISES: USE OF LEASED PREMISES:** LANDLORD hereby leases to TENANT space on the Tower to the extent necessary to enable TENANT to erect, maintain, repair, replace and operate the following and associated equipment, all for the purpose of a communications facility and uses incidental thereto:

(a) EMSRV90-17-00DP (3) transmit and EMSRV90-17-00DP (6) receive antennas and -0- (0) Microwave dish(es) to be located on the catwalk of the Tower. LANDLORD will cause a structural analysis to be performed (at TENANT's expense) to establish percentage of Tower Capacity used by this equipment. TENANT may substitute number and size of antennas at any time during this Agreement as long as TENANT stays on the catwalk, does not use any additional tower capacity and complies with all the other terms of this Agreement (i.e., interference.)

(b) Flexible transmission lines between the antennas and communications equipment, to be anchored and installed on the Leased Premises in accordance with good and acceptable engineering practices, including without limitation the right to run such lines and other cables within the line space.

LANDLORD also leases to TENANT a 17 foot by 20 foot (17' x 20') area of land, being a portion of the Leased Premises as described and depicted on the attached Exhibit "A," for locating certain equipment described as _____.

8.6 foot by 5 foot (8.6' x 5') concrete pad within this designated area and to place an unmanned equipment shelter within the designated area, which has been specifically described on Exhibit "A". TENANT must obtain prior written approval of same pursuant to the terms and conditions set forth in paragraph 7 of this Agreement.

TENANT shall furnish, to its unmanned equipment shelter, electric and telephone service for the operation of TENANT's communications equipment. TENANT shall be solely liable for utility expenses relating to its installation and equipment. TENANT's electrical service shall be separately metered and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter.

LANDLORD hereby grants non-exclusive easements for access and utilities to the Leased Premises and the Tower during the term of this Agreement, and the right to place any utilities or to bring utilities across the Leased Premises in order to service the Leased Premises, Tower, antennas and other equipment. LANDLORD shall provide 24 hours, 7 days per week access to TENANT for maintenance purposes.

TENANT shall use the Leased Premises for the purpose of constructing, installing, maintaining, improving and operating, at TENANT's expense, a communications facility, including antennae, buildings, and incidental uses. TENANT shall not use the Leased Premises for any other purpose without the express prior written consent of Landlord.

2. **TERM:** This agreement shall run for a period of five (5) years, ending on July 31, 2003, subject to the terms and conditions set forth in paragraph 15 hereof.

3. **RENTAL:** Beginning as of the commencement date of this Agreement, as defined in paragraph 2 above, TENANT shall pay as an annual lease fee, in advance, the sum of Twelve Thousand and no/100 Dollars (\$12,000.00) Dollars. Said sum shall be paid by TENANT on the anniversary of the commencement date each year thereafter throughout the term of this Agreement.

4. **EXTENSION OF TERM:** TENANT shall have the option to extend the term of the Agreement for two (2) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided for in this Agreement.

The annual rental for the extended terms shall be as follows:

EXTENDED TERM	ANNUAL RENTAL
1st	\$13,800.00
2nd	\$15,870.00

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term.

5. **TOWER STUDIES:** TENANT shall be solely responsible for conducting any and all Tower studies necessary to determine the feasibility of Tower loading due to TENANT's antenna. Should Tower modification be required, the cost of all such modifications shall be borne by TENANT. TENANT shall submit plans and specifications to LANDLORD for written approval prior to commencement of any modification. LANDLORD shall conduct a Tower inspection upon completion of modification to insure work compliance. Should Tower inspection identify non-conforming work, TENANT shall correct such non-conforming work after which LANDLORD will conduct another Tower inspection to approve the corrections. Cost of the aforementioned Tower inspections and work corrections shall be at the sole cost and expense of TENANT and shall be conducted pursuant to the terms and conditions set forth in paragraph 7 of this Agreement.

6. **APPROVALS:** TENANT is responsible for obtaining all necessary Federal, State and local governmental approvals.

7. **INSTALLATION PLANS:** TENANT, without liability of any kind to LANDLORD, may commence work only after LANDLORD has approved all studies, plans and specifications in writing. LANDLORD's approval shall not be unreasonably withheld or delayed. TENANT agrees to comply with all of LANDLORD's reasonable requirements. LANDLORD shall have the option to consult with TENANT's contractor prior to any installation and/or maintenance that will require access to the Tower structure.

8. **STANDARD OF PERFORMANCE:** TENANT, at its sole cost and expense, shall cause the approved work to be done and completed in a good, substantial and workmanlike manner, free from faults and defects, and in compliance with all legal requirements, and shall utilize only first class materials and supplies. TENANT shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the work.

9. **PAYMENT OF COSTS AND EXPENSES:** TENANT shall provide and pay for all labor, materials, goods and supplies, equipment, appliances, tools, construction equipment and machinery and other facilities and services necessary for the property execution and completion of the work. TENANT shall promptly pay when due all costs and

expenses incurred in connection with the work. TENANT shall pay all sales, consumer, use and similar taxes required by law in connection with the work, and shall secure and pay for all permits, fees and licenses necessary for the performance of the work.

10. **LANDLORD'S REPAIRS:** LANDLORD will make, at its expense, all necessary repairs and replacements, as well as alterations required by any governmental authority having jurisdiction, in and to the Tower, unless the required repairs, replacements, or alterations are solely required for the TENANT's communication equipment located on the Tower, and if so, the TENANT shall make, at its expense, all necessary repairs, replacements, and alterations as required.

11. **TENANT'S REPAIRS:** TENANT shall maintain in a good state of repair, and in good operating condition, its antenna, transmitting and other equipment, all in accordance with good engineering practices and applicable governmental rules and regulations. In the event inspection, maintenance or repairs to TENANT's antenna and equipment are required, TENANT shall use qualified technicians and submit for LANDLORD's approval the names of technicians or contractor proposed to make necessary ascents and descents of LANDLORD's Tower.

12. **INDEMNIFICATION AND INSURANCE:** TENANT agrees to indemnify and hold harmless LANDLORD from any and all claims in any way related to or arising out of TENANT'S leasing and use of the Leased Premises (including without limitation TENANT's use of Hazardous Materials on or about the Leased Premises) or related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring in, on or about the Leased Premises during the period from the date of this agreement to the end of the Lease Term (to include any renewal terms), including reasonable attorney's fees and expenses of litigation incurred by LANDLORD in connection therewith. TENANT further agrees that the foregoing agreement to indemnify and hold harmless applies to any claims for damage or injury to himself and/or any individuals employed or retained by himself in connection with the erection, operation, maintenance and/or repair of its communications equipment, and hereby releases LANDLORD from liability in connection with any such claims. LANDLORD shall be liable for any damage to any of TENANT's equipment located on the Tower arising out of or in connection with LANDLORD'S use or occupancy of the Tower and Leased Premises and caused by the negligence or willful or intentional misconduct of its agents or employees. For purposes of this section, "LANDLORD" includes Augusta, Georgia, the Augusta-Richmond County Commission, and all officers, elected officials, agents, representatives and employees of same, and "Hazardous Materials" means any and all polychlorinated biphenyls, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or materials which are defined or identified as such in or regulated by any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such

laws, rules or regulations or any substances that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

Without limiting the foregoing, TENANT further agrees to maintain at all times during said period, at TENANT's expense, comprehensive and general public liability insurance coverage against claims for personal injury, death and/or property damage occurring in connection with the use and occupancy of the Leased Premises or arising out of its ownership, improvement, repair or alteration of the Leased Premises with limits of coverage of not less than \$500,000.00 for personal injury (including death) per person and \$1,000,000.00 per occurrence and not less than \$1,000,000.00 for property damage. The cost of premiums for all policies of insurance required by this Agreement shall be paid by TENANT. Policies shall be jointly in the names of TENANT and LANDLORD, and duplicate copies of the policies shall be delivered to LANDLORD.

All policies providing insurance coverage required to be maintained by TENANT hereunder shall list LANDLORD, the Augusta-Richmond County Commission and its Mayor, TENANT and their officers, agents, members, employees and successors as named insureds, as their interests may appear, and shall be issued by an insurance carrier or carriers licensed to do business in the State of Georgia and reasonably acceptable to LANDLORD. All such policies shall provide that no act or omission of TENANT or its agents, servants, or employees shall in any way invalidate any insurance coverage for the other named insureds. No insurance policy providing any insurance coverage required to be provided by TENANT hereunder shall be cancelable without at least 15 days advance written notice to LANDLORD. All insurance policies required hereunder, or copies thereof, shall be provided to LANDLORD by TENANT.

13. **CONTINGENCIES:** This LEASE is contingent upon approval by resulting governmental authorities. In the event such approval is withheld or subsequently withdrawn, or in the event that TENANT's use of said Tower is otherwise encumbered or determined to be inconsistent with the interest of LANDLORD'S use of the Leased Premises, either party hereto, subject to all other terms and conditions of this Agreement, shall have the right to terminate this Agreement by ninety (90) days advance written notice to the other party, and said termination shall release LANDLORD and TENANT from all further obligations set forth herein one to the other. In such event, TENANT shall promptly remove, at TENANT's sole expense, its antenna and all other equipment and lines installed by or for the benefit of TENANT.

14. **DEFAULT:** Should TENANT fail to pay when due rent or any other amounts owed LANDLORD hereunder, or fail to cure any breach of any other provision of this Agreement after sixty (60) days written notice and demand, LANDLORD may terminate the Agreement immediately, without further notice, and require TENANT to remove, or cause

to be removed, all of TENANT's equipment. TENANT shall, in such event, remain liable for any and all costs incurred for removal of TENANT's antenna, transmission lines and associated equipment from LANDLORD's Tower and for removal of associated structures from space provided. LANDLORD shall not be liable for any damage to such equipment during its removal.

15. **SURRENDER OF PREMISES:** Upon expiration or termination of this Agreement, TENANT, at its own cost and expense, shall completely remove or have removed, up to three feet (3') below grade, all structures, including antenna and associated mounting brackets, transmission equipment, concrete foundations, fences and other associated structures, and restore the Leased Premises to its original above grade condition, ordinary wear and tear excepted. If such time for removal causes TENANT to remain on the Leased Premises and Tower after the termination or expiration of this agreement, TENANT shall pay rent at the then existing monthly pro-rata basis, until such time as the removal of TENANT's personal property and fixtures are completed.

16. **INTERFERENCE:**

(a) TENANT's Equipment shall not cause stray currents that will in any way damage the integrity of the Leased Premises.

(b) TENANT agrees to install equipment of types and frequencies which will not cause interference to LANDLORD or other occupants of the Leased Premises which are in place on the Tower as of the date of this Agreement. If requested by LANDLORD, TENANT shall provide a detailed RF interference analysis showing potential conflicts between TENANT's frequencies and those of LANDLORD or other occupants already in place on the Tower. In the event TENANT's equipment causes such interference, TENANT shall take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight hours after receipt of written notice from LANDLORD to TENANT, TENANT shall temporarily disconnect the electric power and shut down TENANT's equipment (except for intermittent operations for the purpose of testing, after performing maintenance, repair, modification, replacement or other action taken for the purpose of correcting such interference) and if such interference is not corrected within thirty (30) days after receipt of said written notice, TENANT agrees to remove TENANT's equipment from the Leased Premises and this Agreement shall then terminate without further obligation on either part except as may be specifically enumerated herein.

(c) In the event LANDLORD enters into lease or license agreements with others for the Leased Premises, then LANDLORD agrees to require such lessees or licensees to install equipment of types and frequencies that will not cause interference to TENANT's communications operations being conducted on the Leased Premises. LANDLORD agrees that in the event such lessee or licensee causes interference with

TENANT's equipment, LANDLORD shall require such lessee or licensee to take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within forty-eight hours after receipt of notice of the existence of the interference from LANDLORD to such lessee or licensee, LANDLORD shall cause such lessee or licensee to disconnect the electric power and shut down lessee or licensee's equipment (except for intermittent operations for the purpose of testing, after performing maintenance, repair, modification, replacement or other action taken for the purpose of correcting such interference) and if such interference is not corrected within thirty (30) days after receipt of said written notice by such lessee or licensee, LANDLORD shall, upon TENANT's request, cause such lessee or licensee to remove its equipment from the Leased Premises.

17. ASSIGNMENT: SUBLETTING:

a. This Agreement may not be sold, assigned, or transferred without the written consent of LANDLORD, such consent not be unreasonably withheld or delayed; provided, however, that TENANT may assign this Lease, without the prior consent of Landlord, to any successor by merger to TENANT or to any affiliate of TENANT. Any permitted assignment shall be on the condition that the assignee be bound by all of the terms, conditions and provisions of this Agreement. Assignment shall not release TENANT from any liability occurring or arising prior to the date of assignment.

b. Additionally, TENANT may, with prior written approval of LANDLORD, mortgage or grant a security interest in this Agreement and TENANT's equipment, and may assign this Agreement and such equipment, to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"). In such event, LANDLORD shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. LANDLORD agrees to notify TENANT and TENANT's Mortgagees simultaneously of any default by TENANT and to give Mortgagees the same right to cure any default as TENANT except that the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice. It is expressly understood that TENANT's equipment referenced in this Agreement is considered personalty of TENANT, and that the property on which TENANT's equipment may be located pursuant to this Agreement is the property of LANDLORD. Any mortgage or granting of a security interest or assignment under this Subsection b. shall concern only TENANT's personalty and shall in no way be considered as mortgaging or granting a security interest in or assigning any rights as to any of LANDLORD's real property.

c. TENANT may not sublet any portion of the Leased Premises.

18. **NOTICE:** All notices hereunder must be in writing and shall be deemed valid, if sent by certified mail, return receipt requested, or by any national courier service which requires proof of receipt, addressed as follows: or sent to any other address that the party to be notified may have designated to the sender by like notice at least thirty (30) days prior:

As to the LANDLORD:

Augusta-Richmond County Commission
c/o Charles R. Oliver, Administrator
Room 801, Municipal Bldg (11)
530 Greene Street
Augusta, Georgia 30911

As to the TENANT:

Triton PCS Property Company L.L.C.
4055 ~~Palmer~~ ^{Palmer} Place Drive
Suite 101
Charleston, S.C. 29405

19. **BINDING AGREEMENT:** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns (when allowed to be assigned) of the parties hereto.

20. **CONDEMNATION:** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein Leased, are condemned by any legally constituted authority for any public use or purpose, or sold under threat thereof, then in either of said events the term hereby granted shall cease from the time when possession of the Leased Premises, inclusive of the Tower, is taken by public authorities, and rental shall be accounted for as between LANDLORD and TENANT as of that date on a pro-rata basis for rents paid in advance. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. Nothing in this provision shall be construed to limit or affect TENANT's right to an award of compensation of any eminent domain proceeding for the taking of TENANT's antenna and equipment, if taken.

21. **GOVERNING LAWS:** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Georgia.

22. **VENUE:** All claims, disputes and other matters in question between Landlord and Tenant arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Tenant, by executing this

Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia. Nothing in this Agreement shall be construed as a waiver by any party to pursue a claim for equitable relief.

23. **FINAL AGREEMENT: AMENDMENTS:** This Agreement represents the final agreement of the parties and no agreements or representations, unless incorporated into this agreement, shall be binding on any of the parties. This Agreement may not be amended except by a writing signed by all parties.

24. **LEASEHOLD, NOT USUFRUCT:** This Agreement grants to Tenant a leasehold estate and not merely a usufruct.

25. **SEVERABILITY:** If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

26. **AUTHORITY:** Each of the undersigned warrants that he or she has the full right, power and authority to execute this Lease on behalf of the party indicated.

27. **MISCELLANEOUS:** At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement in recordable form, setting forth a description the Leased Premises, the term of this agreement and other information desired by TENANT, for the purpose of giving public notice thereof to third parties. If LANDLORD fails to provide such document within ten (10) days of TENANT's request, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as such document is received by TENANT.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year written below.

LANDLORD

AUGUSTA, GEORGIA

By

Larry E. Sconyers
Larry E. Sconyers
Mayor

Attest:

Lena Bonner
Lena Bonner
Clerk

Signed, sealed and delivered this
10 day of July,
1998, in the presence of:

Nancy W. Morawski
Unofficial Witness

Belinda J. Brown
NOTARY PUBLIC

My Commission Expires: My Commission Expires Dec. 5, 2001
(NOTARIAL SEAL)

(SEAL)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

TRITON PCS PROPERTY COMPANY L.L.C. COMPANY,
By: Triton Management Company Inc., its
manager

By: *M. N. N.*
President and General Manager, S.C. Region

Date: 7/31/98

President

Attest: *Deborah Montalban*

Secretary

(CORPORATE SEAL)

Signed, sealed and delivered this

31st day of July,
1998, in the presence of:

[Signature]
(Unofficial Witness)

Diana H. Kellner

NOTARY PUBLIC

My Commission Expires: 4.13.2008
(NOTARIAL SEAL)

Market: Atlanta
Site Number: 9AT0709A
Site Name: Columbus NE

EXHIBIT "B"

License Agreement

(See attached forty-one (41) pages)



**Utility Service
Communications Co.**
I N C O R P O R A T E D

Tank Owner: Augusta Utilities
Tank Location: 2314 Tobacco Road
 Augusta, GA 30911
Licensor Project No.: 120365
Licensor Tank No.: 9915
Licensee Name: T-Mobile
Licensee I.D.: AU305 Prison Tank

License Agreement

This non-exclusive LICENSE AGREEMENT (the "Agreement") is made this _____ day of _____, 2009 by and between Utility Service Communications Co., Inc, a Georgia Corporation, whose business address is P.O. Box 1350, 535 Courtney Hodges Blvd., Perry, Georgia 31069 (herein referred to as the "Licensor" or "Company") and **T-Mobile South LLC**, whose business address is **Four Concourse Parkway, Suite 300, Atlanta, GA 30328**, (herein referred to as the "Licensee").

RECITALS

WHEREAS, Licensor has entered into an exclusive Wireless Communications Management Agreement (the "Management Agreement") with the owner of the Water Tank ("Tank Owner") described on **Exhibit B** attached hereto; and whereas Licensor has authority under that Agreement to enter licensing Agreements with respect to the placement of certain electronic Equipment and related enclosures in or about the Site (as such term is hereinafter defined) and upon the Water Tank (as such term is hereinafter defined) and within certain enclosures and buildings on the Site; and whereas the parties hereto have mutually agreed to this License pursuant and subject to all of the terms and conditions hereinafter set forth.

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NOW THEREFORE, in consideration of, and subject to, the timely, faithful and full performance of all of Licensee's obligations hereinafter set forth, Licensor does hereby grant to Licensee a license as follows:

1. **Scope of License**

Subject to the terms and conditions of this License Agreement ("Agreement"), Licensor hereby grants permission to Licensee to install, maintain and operate the radio communications Equipment ("Equipment") described in greater detail on Exhibit A attached hereto on the Water Tank (herein referred to as "Tank") located at: 2314 Tobacco Road, Augusta, GA. 30911; (LT:32°- 22'- 24.30" by LG: 82° - 01' - .49.50") ("Site") (which Site and Tank are described in greater detail on Exhibit B attached hereto).

The Equipment and accessories to be installed on Licensor's Site near the base of the Tank ("Equipment Area") if any ("Licensee's Area"), provided that Licensee hereby covenants and agrees that it will not construct any improvements at the Site without Licensor's prior written approval. No outside storage of any kind at the Site is permitted by this Agreement without the prior written consent of the Licensor.

2. **Term and Termination**

(a) The term of this Agreement shall commence on the earlier of the execution of the lease termination (executed lease termination to be attached to Exhibit C) between the Licensor and the Tank Owner or May 1, 2009 ("Commencement Date") and shall continue for a period of five (5) years ("Initial Term") with four (4) additional five (5) year renewal period(s) ("Renewal Terms"), subject to Licensor's renewal of the Management Agreement (the Initial Term and the Renewal Terms shall be collectively referred to herein as the "Term"). The Renewal Terms shall commence automatically without further action on the part of Licensor or Licensee; provided, however, that either party may terminate this Agreement at the expiration of the Initial Term or at the expiration of any Renewal Term by giving the other party written notice not less than ninety (90) days prior to the expiration of the then current term.

(b) This Agreement may be terminated by Licensor upon twelve (12) month written notice that the Tank is to be removed.

(c) This Agreement may be terminated by the Licensee upon sixty (60) day written notice if the Tank and or the Site has become unusable to Licensee due to: (i) uncorrected material interference with Licensee's use of the Tank and or Site resulting from the acts of a third party; or (ii) an act of God or from other natural forces beyond the control of both Licensee and Licensor.

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(d) This Agreement may be terminated at any time by Licensee with sixty (60) days written notice to the Licensors, providing that Licensee shall pay to Licensors on or prior to the date of such termination of this Agreement a sum equal to one (1) year's Site fees.

(e) This Agreement may be terminated by either party upon default (other than a payment default) of any covenant or term hereof by the other party which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof). If Licensee is in default of any of its payment obligations hereunder and fails to cure such default within ten (10) business days after Licensee receives written notice thereof from Licensors, Licensors may terminate this Agreement and thereafter pursue any and all rights and remedies that Licensors may have hereunder or at law or in equity.

3. Fees

(a) Licensee shall pay Licensors a monthly fee of One Thousand Eight Hundred (\$1800.00) Dollars ("Site Fee") during the first year of the Initial Term of this Agreement, which shall be payable on August 1, 2009 and there after on the first day of every month. Subject to the provisions of Section 5(c) hereof, the Site Fee is (**exclusive**) of charges for the furnishing of electricity to Licensee with the first payment due coinciding with the Commencement Date.

(b) Effective on the anniversary of the Commencement Date of this Agreement during each year of the Initial Term and Renewal Term(s), the then current Site Fee payable by the Licensee to the Licensors shall be increased by an amount equal to four percent (4%) percent over the total Site Fee payable by the Licensee for the preceding twelve (12) month period.

(c) In addition to the Site Fee payable by Licensee hereunder, Licensee shall pay to Licensors upon execution and delivery of this Agreement a one time non-refundable Administrative Fee in the amount of One Thousand (\$1,000.00) Dollars.

(d) Licensee agrees that the payment of any fees, additional fees, or other payments set forth herein shall be due and paid without necessity of a demand or invoice from the Licensors, and that Licensee shall pay an additional charge of five percent (5%) of the monthly fee for each payment made more than ten (10) days after due date. **Licensee Accounts Payable Notice Address set forth in Section 15.**

(e) All sums payable hereunder by Licensee, including, but not limited to, the monthly Site Fee and Administrative Fee payable pursuant to Section 3(d) hereof, shall be payable and delivered to **Licensors Accounts Receivable Address set forth in Section 15**, or to such other address as Licensors shall designate. To enable proper crediting of Licensee payments, please include the Site Name, Site Address, Site I.D and Licensors's

Project number on remittance to Licensor. Licensor's federal tax identification number is 58-2587465.

4. **Inspection of Site**

The Site shall be provided in "AS IS" condition by Licensor. Licensee has visited and inspected the Site and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to Licensee by Licensor as to the condition of the Site, including the Tank, as the case may be, and/or the Equipment Shelter or as to any engineering data. Licensee is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Site for Licensee's use. Licensor shall have no obligation to obtain licenses for Licensee, or to maintain, insure, operate or safeguard Licensee's Equipment.

5. **Installation, Maintenance, and Operating Procedures**

(a) Licensee shall install, maintain, and operate its Equipment during the term hereof in compliance with all present and future laws, rules and regulations of any local, State, or Federal authority having jurisdiction with respect thereto (including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA")). Licensee shall attach as **Exhibit C** to this Agreement copies of all FCC operating licenses, and copies of other licenses or permits, which it has been issued pertinent to this Agreement. Prior to the installation of any Equipment, or any modification or changes to the Equipment, if any (but excluding repairs, minor modifications and/or replacement with substantially similar Equipment), Licensee shall comply with the following terms and conditions:

- (i) Licensee shall submit, in writing, to the **Licensor Notice Address set forth in Section 15**, all plans for such installations, modifications or changes for Licensor's approval, which approval shall not be unreasonably withheld or delayed. In order to assure Licensee's compliance with the provisions of this Agreement, the plans and specifications for Licensee's Equipment and any modifications thereto shall be submitted to Licensor for their review and approval.
- (ii) All work performed at the Site in connection with the installation, maintenance, operation, modification, and removal of Licensee's Equipment shall be performed at Licensee's sole cost and expense either by Licensor's employees or by contractors approved by Licensor, such approval shall not to be unreasonably withheld or delayed. Licensee shall only allow

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fully trained technicians and authorized personnel to work on its Equipment located at the Site and such technicians and authorized personnel will undertake such work only in compliance with applicable FCC, OSHA and other government laws, rules, and regulations, including all laws, rules, and regulations involving radio frequency (RF) radiation emission and/or safety work standards for work performed on or near communications towers, Tanks and antenna Sites. Licensee shall provide certification of its compliance with the foregoing requirements as well as similar certification from all technicians and/or service people contracted by it to work on the Site. Such certification of compliance is to be provided at the time designation of a contractor is made to the Licensor by the Licensee, as well as provided at such time as Licensor may request. Licensee shall require all contractors, as a condition of their engagement, to agree to be bound by provisions substantially similar to those set forth in this Agreement, specifically those provisions relating to the indemnification of the Licensor and the insurance requirements set forth herein. The engagement of a contractor by the Licensee shall not relieve the Licensee of any of its obligations under this Agreement. Workman-ship that is reasonably unsatisfactory to Licensor must be repaired within thirty (30) days of Licensor's delivery of written notice thereof to Licensee. If Licensee fails to make such repairs, at Licensee's sole cost and expense, within thirty (30) days after the delivery of such notice, Licensor may perform all the necessary repairs at Licensee's sole cost and expense and such sum shall be immediately due upon the rendering of an invoice by Licensor to Licensee as an additional fee due hereunder.

- (iii) No work performed by Licensee, or its contractors, subcontractors, or materialmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Tank or Site or to Licensee's Equipment, will be deemed to be for the immediate use and benefit of the Licensor or Tank Owner so that no mechanic's or other liens will be allowed against the Tank or Site and estate of the Licensor by reason of any consent given by Licensor to Licensee to improve the Tank or Site. If any mechanic's or other liens will at any time be filed against the Tank or Site of which the Tank or Site is a part by reason of work, labor, services, or material performed or furnished, or alleged to have been performed or furnished, to Licensee or to anyone using the Tank or Site through or under Licensee, Licensee will forthwith cause same

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to be discharged of record or bonded to the satisfaction of the Licensor. If Licensee fails to cause such lien to be discharged or bonded within thirty (30) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of Licensor, Licensor may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Licensor, including reasonable attorney's fees incurred by Licensor, either in defending against such lien or procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by Licensee to Licensor as an additional fee hereunder.

- (iv) All Licensee's Equipment shall be clearly marked to show Licensee's name, Site name, Site I.D., address, and telephone number and the name of a person to contact in case of an emergency, FCC call sign, frequency, output power and location. All coaxial cable relating to the Equipment shall be identified by Licensee's name and frequency at the bottom and top of the line. Licensee shall be responsible for the proper signage at the Site per all regulatory requirements. (Not to be attached to the Tank) At Licensor's request, Licensee shall promptly deliver to Licensor written proof of compliance with all Federal, State, and local laws, rules and regulations in connection with any installation or modification of the Equipment.

(b) Notwithstanding anything to the contrary contained herein, Licensee agrees that in all matters where Licensor's approval is required, and Licensor determines in its sole discretion that a threat of interference or other disruption with the business of Licensor, Tank Owner or other existing licensees or tenants exists, Licensor shall have the absolute right to withhold such approval.

(c) In the event that Licensee requires an electrical power supply and/or usage different from that currently available at the Site, Licensee shall at its sole cost and expense obtain such power supply. Any work performed in connection with this Section 5(c) shall comply with the provisions of Section 5(a) hereof. Licensee hereby agrees that any power line installed by Licensee shall run within the current easement of Licensor and any deviation from such easement right shall be corrected at Licensee's expense, which sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensor to Licensee.

(d) In the event a zoning variance is required in connection with the installation or modification of the Equipment, Licensor shall have the right, in its sole discretion, to either (i) cancel this Agreement, or (ii) allow Licensee, at Licensee's sole cost

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and expense, to obtain such variance. Licensor shall, at Licensee's request and expense, reasonably cooperate with Licensee in obtaining such variance.

(e) Subject to Section 5(a) (ii) above and Section 15 "Licensor Access Notification Requirement", Licensor agrees that during the term of this Agreement, Licensee's employees shall have access to the Site for purposes of maintenance and repair of Licensee's Ground Equipment. However, the Licensee cannot access any of its equipment on the Tank without first speaking with one of the Licensor's contacts listed in Section 15 "Licensor Access Notification Requirement". Licensee cannot satisfy the access requirement to the Tank by leaving a telephonic message or voice mail. The Licensee agrees and covenants that it will not access the Tank without first speaking with one of Licensor's contacts listed in Section 15 "Licensor Access Notification Requirement" to identify: (1) who will be accessing the Tank and (2) why they will be accessing the Tank. In the event that Licensee should require Licensor's assistance to gain access to the Site, Licensee shall reimburse Licensor for all costs and expenses incurred by the Licensor as a result of such emergency access. All access to the Site shall be subject to the continuing control of, as well as reasonable security and safety procedures established from time to time by Licensor. Licensor may, from time to time, establish reasonable rules relating to the Tank and Site. Licensee agrees to comply with such rules.

(f) All installation of Equipment on the Tank shall be accomplished in a manner that will minimize the impact to the structural integrity of the Tank and its interior and exterior coating. Utility Service Company must be given the "First Right of Refusal" to perform the interior touch up on Tanks that are currently being maintained by Utility Service Company. Licensor must be supplied with a copy of the Purchase Order (PO) and/or Notice to Proceed (NTP) along with a tentative schedule date of when touch up will be performed. Installation of antennas and coaxial cables shall not create a safety hazard nor interfere with the ongoing maintenance and/or operation of the Tank. Licensee shall bear all cost and expense associated with repairing coatings damaged by the installation of Licensee's Equipment.

(g) All structural analysis and drawings must be submitted in compliance with Licensor's requirements described on "Exhibit D".

(h) All installations shall be done in compliance with Licensor's Installation Standards described on "Exhibit E".

(i) A final inspection must be completed by a representative of the Licensor prior to Licensee being allowed to go on air. Licensee must supply advance notice to Licensor to perform inspection. Such inspection approval shall not be unreasonably withheld or delayed.

6. Interference

(a) The installation, maintenance and operation of the Licensee's Equipment shall not interfere electrically, or in any other manner whatsoever, with the Equipment, facilities or operations of Licensor or any of the licensees and/or tenants on the Site or the operation of the Tank. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation and/or operation of Licensee's Equipment interferes with:

- (i) Other radio communications systems and Equipment installed prior to the Commencement Date of this Agreement, Licensee shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever Licensor reasonably deems necessary to eliminate or remedy the interference. If it is determined that the interference cannot be rectified, then the Licensor, may at its option, terminate this Agreement upon written notice to the Licensee, whereupon the Licensee shall remove its Equipment at its sole cost and expense and in accordance with Section 9 hereof. In the event that Licensee fails to remove its Equipment within thirty (30) days of such termination, Licensor may remove and store any and all of Licensee's Equipment at Licensee's sole cost and expense; or
- (ii) With any other radio system Equipment installed at the Site after Commencement Date of this Agreement, Licensee shall cooperate fully with Licensor and any future licensee or tenant ("Future Party") injured by Licensee's interference to remedy the interference. Licensee shall do whatever Licensor deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in Licensee's systems, Equipment or installation.

(b) Licensee hereby acknowledges that Licensor has licensed, and will continue to license, space at and upon the Site and the Tank to third parties for the installation and operation of radio communications facilities. Licensee accepts this Agreement with this knowledge and waives any and all claims against Licensor resulting from or attributable to interference caused by present or future Equipment, facilities or methods of operation employed by Licensor in its business upon the Site. Licensee also waives all claims against Licensor arising from interference resulting to Licensee by virtue of Equipment, facilities or operations employed by any other licensee or tenant of Licensor in its business upon the Site. In the event that any such interference occurs that materially interferes with Licensee's utilization of the Site, Licensee, as its sole remedy, in lieu of any

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and all other remedies at law or in equity, may terminate this Agreement at any time thereafter by giving Licensor thirty (30) days' prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if Licensor eliminates such interference within thirty (30) days of Licensee's termination notice. Licensee shall pay Licensor any fees due for the period up to the termination of this Agreement. Any advance payment for periods after the termination of this Agreement will be reimbursed to Licensee.

(c) Licensor reserves the right to require Licensee to relocate one or more of its antenna(s) at the Site and/or on the Tank and Licensee agrees to relocate said antenna(s) at Licensor's expense, provided that said relocation does not substantially change the operation of Licensee's Equipment.

7. **Structural Modifications and Repairs.**

In the event that Licensor, in its sole discretion, determines that any structural modifications or repairs need to be made to any portion of the Site due to the presence of Licensee's Equipment or other improvements, Licensor shall notify Licensee of the needed modifications or repairs, and the following procedures shall apply thereto:

(a) If structural modifications are necessary prior to Licensee's installation or modification of the Equipment, then either: (i) Licensee shall, at its sole cost and expense, promptly make all such noticed modifications in accordance with Section 5 hereof; or (ii) If such noticed modifications are not completed within sixty (60) days of such notice, either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice of such termination.

(b) If repairs are necessary due to the presence of Licensee's Equipment, Licensee shall, at its sole cost and expense, promptly make all such noticed repairs in accordance with Section 5 hereof; provided, however, that in the event of an emergency, Licensor shall have the right to make such modifications or repairs at Licensee's expense, upon notice to Licensee, and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensor to Licensee.

© Any structural modification, repairs, additions or improvements to the Tank shall become the property of the Tank Owner.

8. **Tank Issues**

Licensee recognizes that the primary function of the elevated Tank is to provide water storage for the Tank Owner and its customers. Licensee understands that Licensor and/or the Tank Owner may find it necessary from time to time to interrupt and/or

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interfere with Licensee's use of the Site in order to maintain, repair and monitor the Tank. Licensors will make every effort to minimize such interruptions and to make every effort to provide Licensee with a minimum of ten (10) days advance written notice, unless emergency circumstances prevent such notice and Licensee will have no claim against Licensors or the Tank Owner for such interference or interruption. **Licensee Contact Information set forth in Section 15.**

9. **Removal of Licensee's Equipment**

Provided that Licensee is not in default in the performance of its obligations hereunder, at the expiration of this Agreement or earlier termination hereof, Licensee shall remove all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Section 5 of this Agreement, without any interference, damage or destruction to any other Equipment, structures or operations at the Site or any Equipment or other licensees or tenants thereon. Licensee shall submit to Licensors a removal plan and clean up plan for Licensors' written approval, which approval shall not to be unreasonably withheld or delayed. Any and all interference or damage caused to the Site or to the Equipment of the licensees or tenants at the Site by such removal shall be immediately repaired or eliminated by Licensee at Licensee's sole cost and expense. If Licensee fails to make such repairs within three (3) days after the occurrence of such damage, injury or interference, Licensors may perform all the necessary repairs, at Licensee's sole cost and expense, and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensors to Licensee.

10. **Indemnification**

(a) Licensee shall indemnify and hold Licensors and Tank Owner harmless from (i) all costs of any damage done to Licensors' or other licensees' or tenants' facilities or Equipment located at the Site that occur as a result of the installation, operation or maintenance of Licensee's Equipment or Licensee's other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employee's disability and death benefits, arising out of Licensee's occupancy of the Site or the installation, maintenance and operation or removal of Licensee's Equipment, except only such damages, costs, claims, causes of action or demands caused solely by the gross negligence or willful misconduct of Licensors or Tank Owner. Licensors and Licensee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. Subject to the foregoing property insurance waiver, Licensors and Licensee each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or

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willful misconduct in the operations or activities at the Site or on the Tank by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Agreement. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(b) Licenser and/or Tank Owner shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or tenants occupying the Site. Licensee hereby assumes the risk of the inability to operate its Equipment as a result of any structural or power failures at the Site or the failure of Licensee or Licensee's Equipment for any reason whatsoever, and Licensee agrees to indemnify and hold Licenser and/or Tank Owner harmless from all damages and costs of defending any claim or suit for damages of any kind, including, but not limited, to business interruption and attorneys' fees, asserted against Licenser and/or Tank Owner by reason of such failure.

(c) Licensee shall also indemnify and hold Licenser and/or Tank Owner harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any worker's compensation law or any employee's disability and death plan benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from RF radiation emissions from Licensee's Equipment or any other harmful effect of Licensee's Equipment.

(d) Licensee shall also indemnify and hold Licenser and/or Tank Owner harmless for early termination or modifications of this License Agreement that may be required to comply with any and all future regulations imposed upon the Tank Owner by any and all regulatory entities that the Tank Owner is or shall become subject to.

11. **Condemnation, Damage or Destruction.**

Licenser and Licensee agree that Licenser and/or Tank Owner shall in no way be liable for the loss of use or other damage of any nature arising out of the loss, destruction or damage to the Site or to Licensee's Equipment located thereon by condemnation, fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event that the Site or any part thereof is damaged or destroyed by elements or any other cause, Tank Owner may elect to repair, rebuild, or restore the Site to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of such casualty until the Site, in Licenser's opinion, is restored to a useable condition for Licensee's operation. If the Tank Owner chooses not to repair, restore, replace or rebuild the Tank, Licenser may cancel this Agreement by giving written notice of cancellation to Licensee within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty.

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Licensors and/or Tank Owners shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through or in connection with any acts or omissions of other licensees or tenants occupying the Tank, or any part of the premises adjacent to or connected with the Tank, or for any structural or power failures or condemnation, destruction or damage to the Tank, the Equipment Shelter or Licensee's Equipment Shelter, if any. Licensee shall not be responsible or liable to Licensor/Tank Owner for any damage or expense that may be occasioned by any acts or omissions of other licensees or tenants occupying the Tank.

12. Insurance

(a) Licensee shall maintain in full force during the term of this Agreement the following insurance:

- (i) Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law; including insurance covering liability under the Longshoremen's and Harbor Workers' Act and the Jones Act, if applicable;
- (ii) Comprehensive General Liability Insurance (Bodily Injury and Property Damage; and including blanket contractual and completed operations coverage), the limits of liability of which shall not be less than \$1,000,000 in respect of bodily injury, including death, arising from any one occurrence, and \$1,000,000 in respect of damage to property arising from any one occurrence, and umbrella policy of not less than \$5,000,000.

(b) The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in, the coverage under such insurance policies. The insurance specified in Section 12(a)(ii) above shall contain a waiver of subrogation by Licensee against Licensor and Tank Owner and shall name Licensor and Tank Owner as additional insured, and shall provide that the insurance is primary coverage with respect to all insured and contain a standard cross-liability endorsement. Licensee shall furnish to Licensor a certificate of insurance confirming that the insurance coverage as specified herein is in full force and effect. Insurance certificate must be submitted by Licensee to Licensor upon execution of this Agreement.

(c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Licensee, or the failure of any such insurance company to pay claims as they accrue, shall not be held to waive any of the provisions of this Agreement or relieve Licensee from any obligations under this Agreement.

**PROPRIETARY INFORMATION
DO NOT DUPLICATE OR RE-DISTRIBUTE WITHOUT APPROVAL**

13. Assignment

(a) Licensor and Tank Owner reserve the right to assign, transfer, mortgage or otherwise encumber their interests in the property on which the Tank is located and/or Licensor reserves the right to assign, transfer, mortgage or otherwise encumber Licensor's interest in the Agreement. Licensee agrees, upon demand, to execute and deliver to Licensor and/or Tank Owner such further instruments subordinating this Agreement in connection with any debt or financing transaction of Licensor and/or Tank Owner as may be required by Licensor and/or Tank Owner or their respective lenders. Licensee further agrees to execute and deliver to any lender of Licensor and/or Tank Owner an estoppel certificate containing such information as may be reasonably requested by such lender.

(b) Licensee may not assign, sublease or sublicense or otherwise transfer all or any of its interest under this Agreement (including, without limitation, duplexing of signals, granting of shared use rights, or utilizing digital or analog interconnect facilities for itself or others) without the prior written consent of Licensor. Notwithstanding the foregoing and so long as Licensee is not then in default hereunder, Licensee may assign this Agreement, without Licensor's consent but with written notice, to any of the following: (i) Any corporation, partnership or other entity which controls, is controlled by or under common control with Licensee, provided that new Licensee shall continue to remain liable to Licensor hereunder; (ii) Any corporation or other entity resulting from the merger or consolidation of Licensee; (iii) Any corporation, partnership, or other entity or person which acquires all or substantially all of the assets of or fifty percent (50%) or more of the stock of or equity ownership interest in Licensee, any assignee must assume in full and in writing all of the obligations of Licensee under this Agreement.

14. Common Equipment (intentionally omitted)**15. Notices**

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or at such other address as may be designated in writing by either party:

**Licensor Notice: Utility Service Communications Co., Inc
 Attn: Debbie Sullivan/Vice President Site Management
 P.O. Box 1350
 535 Courtney Hodges Blvd.
 Perry, GA 31069**

**PROPRIETARY INFORMATION
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Licensors Accounts Receivable: Pursuant to Section 3.
Utility Service Communications Co., Inc.
P.O. Box 1350
Perry, Ga. 31069

Licensors Access Notification Requirement: Pursuant to Section 5(e) and 18(c)
(Licensee must speak directly with one of the following before accessing the Tank.)

Lee Duke – Project Manager
478-988-5260 or 478-396-0843

OR

Debbie Sullivan – VP Site Management
478-988-5255 or 478-396-9534

Licensee Notice: T-Mobile South LLC
Four Concourse Parkway
Suite 300
Atlanta, GA 30328
Lease Administrator
678-338-4124

Licensee Legal: T-Mobile USA Inc.
12920 SE 38th Street
Bellevue, WA 98006
Legal Department
425-378-6359
With a copy to: PCS Leasing Administrator

Licensee Accounts Payable Notice: Pursuant to Section 3.
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Accts. Payable Contact

Licensee Contact Notification: Pursuant to Section 8.
Address: T-Mobile South LLC
Four Concourse Parkway
Suite 300
Atlanta, GA 30328
Title: Lease Administrator
Phone No.: 678-338-4124

PROPRIETARY INFORMATION
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Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

16. **Default**

(a) Any one or more of the following events shall constitute a default ("Default") by Licensee under this Agreement:

- (i) Licensee's failure to pay any fees, additional fees or other payments set forth herein and such failure continues for thirty (30) days after Licensor provides written notice thereof to Licensee;
- (ii) The abandonment by Licensee of either the Equipment or that portion of the Site upon which the Equipment was installed;
- (iii) The prosecution of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief with respect to Licensee, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution or other relief with respect to Licensee or Licensee's debts;
- (iv) The making by Licensee of an assignment or any other arrangement for the general benefit of creditors under any state statute; or
- (v) Licensee's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after Licensor gives written notice thereof to Licensee.

(b) In the event of a Default, Licensor shall be entitled at Licensor's option to terminate this Agreement and to remove all of Licensee's Equipment, improvements, personnel or personal property located at the Site at Licensee's sole cost and expense. In the event that Licensor should, as a result of the default in the performance by Licensee of its obligations hereunder, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to Licensor as an additional fee hereunder upon rendering of an invoice by Licensor to Licensee.

(c) At any time or from time to time after the removal of the Licensee's property from the Site pursuant to Section 16(b) above, whether or not the current term of this Agreement shall have been terminated, Licensor may (but shall be under no obligation

**PROPRIETARY INFORMATION
DO NOT DUPLICATE OR RE-DISTRIBUTE WITHOUT APPROVAL**

to) re-license Licensee's former space at the Site, or any part thereof, for the account of the Licensor, for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the current term of this Agreement) and on such conditions (which may include concessions or free site fees) and for such uses as Licensor, in Licensor's absolute discretion, may determine, and may collect and receive payments there from. Licensor shall not be responsible or otherwise liable for any failure to re-license Licensee's former space at the Site or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(d) No Default pursuant to this Section 16, by operation of law or otherwise (except as expressly provided herein), no removal of Licensee's property from the Site pursuant to the terms of this Agreement, and/or no re-licensing of Licensee's former space at the Site shall relieve Licensee of Licensee's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon Licensee's removal from the Site pursuant to this Section 16, Licensee shall nonetheless remain liable for all license fees and other payments hereunder for the remainder of the then-current term.

(e) All of the rights, powers, and remedies of Licensor provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Licensor of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by Licensor of any or all of such other rights, powers, or remedies.

(f) Licensor shall not be deemed in default in the performance of any obligation unless Licensor has failed to perform such obligation within (30) days following Licensor's receipt of written notice of such default from Licensee; provided, however, that if Licensor's obligation is such that more than (30) days are required for its performance, then Licensor shall not be deemed to be in default if it shall commence such performance with the 30 day period and thereafter, diligently prosecute the obligation to completion.

17. Taxes

Licensee shall pay all personal property taxes assessed against, or the portion of such taxes directly attributable to, Licensee's Equipment and/or its improvements. Licensee shall not be obligated to pay real property taxes or other fees and assessments attributable to the Tank or the Site.

PROPRIETARY INFORMATION
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18. Operational Responsibilities

(a) Licensee, at its sole cost and expense, shall be responsible for the maintenance of its Equipment and its improvements, if any, in accordance with Section 5 herein and all applicable laws, rules, ordinances and regulations.

(b) In the event that Licensor reasonably determines that the installation or operation of the Equipment is resulting in corrosion or damage to the integrity of the Tank, Licensee shall take corrective action at its sole expense within thirty (30) days after it becomes aware of such corrosion or damage in order to eliminate the corrosion or damage. If Licensee fails to take such corrective action within said thirty (30) day period, Licensor may perform all the necessary corrective action at Licensee's sole cost and expense and such sum shall be immediately due as an additional fee hereunder upon the rendering of an invoice by Licensor to Licensee.

(c) Subject to Section 5(a) (ii) above and Section 15 "Licensor Access Notification Requirement", Licensor agrees that during the term of this Agreement, Licensee's employees shall have access to the Site for purposes of maintenance and repair of Licensee's ground Equipment. However, the Licensee cannot access any of its equipment on the Tank without first speaking with one of the Licensor's contacts listed in Section 15 "Licensor Access Notification Requirement". Licensee cannot satisfy the access requirement to the Tank by leaving a telephonic message or voice mail. The Licensee agrees and covenants that it will not access the Tank without first speaking with one of Licensor's contacts listed in Section 15 "Licensor Access Notification Requirement" to identify: (1) who will be accessing the Tank and (2) why they will be accessing the Tank. In the event that Licensee should require Licensor's assistance to gain access to the Site, Licensee shall reimburse Licensor for all costs and expenses incurred by the Licensor as a result of such emergency access. All access to the Site shall be subject to the continuing control of, as well as reasonable security and safety procedures established from time to time by Licensor. Licensor may, from time to time, establish reasonable rules relating to the Tank and Site. Licensee agrees to comply with such rules.

(d) Licensor at all times during the term of this Agreement will maintain the Tank and all associated Tank lighting in compliance with all applicable federal, state and local laws, rules and regulations relating to communications tower/structure lighting, including, without limitation, Part 17 of the rules and regulations of the Federal Communications Commission (the "FCC"). In the event that Licensee receives notice or otherwise obtains knowledge that the Tank lighting is not in compliance with any applicable law, rule or regulation, Licensee will immediately so notify Licensor (by fax or by telephone, confirmed in writing) and will cooperate with Licensor in curing any such noncompliance.

PROPRIETARY INFORMATION
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19. RF Emissions Compliance

(a) Licensee is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as applicable rules and/or regulations of any other federal or state agency (including, but not limited to, OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communication towers and antenna Sites. Licensee agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to the installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Site. Licensee will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all tenants and users taken in the aggregate at the Site.

(b) Licensee shall take any and all steps required to cooperate with all tenants and users at the Site to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards. In this respect, Licensee agrees to pay to Licenser its pro rata share of the cost of any engineering studies performed at the request of the Licenser at the Site involving the measurement of RF emissions and RF emissions compliance pertaining to the Site and the development of the initial Site specific safety plan. The expense for subsequent changes to a Site safety plan caused by antenna modifications or additions shall be borne by the party or parties responsible for such changes or additions.

20. Disclaimer of Warranties

LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TANK OR SITE. LICENSEE ACCEPTS THE TANK AND SITE "AS IS".

21. Miscellaneous

(a) This Agreement shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Licenser and Licensee. Waiver of a breach of any provision hereunder and circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

(b) Licenser and Licensee represent and warrant to each other that no broker was involved in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against the claims of any broker made in connection with this transaction.

(c) No modification of this Agreement of Licensee's space at the Site or any part thereof or of any interest therein by Licensee shall be valid or effective unless agreed to

**PROPRIETARY INFORMATION
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and accepted in writing by Licensor, and no act by any representative or agent of Licensor, other than such a written Agreement and acceptance, shall constitute an acceptance thereof.

(d) This Agreement embodies the entire Agreement between the parties and supersedes all prior or contemporaneous Agreements between the parties with regard to the subject matter hereof. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(e) This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(f) All section headings and captions used herein are for the convenience of the parties only and shall not be considered a substantive part of the Agreement.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State in which the Site is located.

(h) This Agreement creates a license only and Licensee agrees and acknowledges that Licensee does not and shall not claim at any time any real property interest or estate of any kind or extent whatsoever in the Site by virtue of this Agreement or Licensee's use of the Site pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between Licensor and Licensee.

(i) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of Licensor.

Remainder of page left blank intentionally

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

LICENSOR:

UTILITY SERVICE COMMUNICATIONS co., inc,

By: _____

Name: Debbie Sullivan

Title: Vice President Site Management

Date: _____

LICENSEE:

T-Mobile

By: _____

Name: Calvin Gray

Title: Area Director of Engineering

Date: _____

PROPRIETARY INFORMATION
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Exhibit A

Site Name: Augusta Utilities
Address: 2314 Tobacco Road, Augusta, GA 30911
Licenser Project No.: 120365
Licensee: T-Mobile
Licensee I.D.: 8AU0305D

Existing:

1. **Frequencies:** Transmit: 1950-1965 MHz
Receive: 1870-1720 MHz

New

Transmit: 2110-2120 MHz
Receive: 1710-1720 MHz

2. **FCC call letters:** KNLF 222

3. **Type of Service:** GSM/UMTS

4. **Transmitter(s)**

Make: Ericsson
Model: RBS 2106
Power:
ERP: 320 W

Transmitter(s)

Make: Nokia
Model: FCOA
Power Output: 100W
ERP:

5. **Receiver(s):**

Make: Ericsson
Model: RBS 2106

Receiver(s):

Make: Nokia
Model: FCOA

PROPRIETARY INFORMATION
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6. **TMA(s): Three (3)**
Make: RFS
Model: ATMAA1412D-1A20
Dimensions: 12" x 10" x 4"
Weight: 13 lbs

7. **Antenna(s): Six (6)**
Make: Andrew
Model: RV90-17-02
Dimensions: 56" x 8" x 2.28"
Type: Panel

Antenna(s): Three (3)
Make: RFS
Model: APXV18-206517S
Dimensions: 72" x 6.8" x 3.15"
Type: Panel

8. **RCU(s): None**
Make: N/A
Model: N/A
Dimensions: N/A
Number and Size Coaxial Cable: N/A

**RCU cable must be attached to
Licensees Antenna coax Run.**

- 9 **Transmission Line(s): Twelve (12)**
Make:
Color: Black
Size: 1-5/8"
Line Type & Length: /135'

10. **Generator – Genrax, 35KW**

11. **Fuel Tank – Size: N/A**
Size:

12. Antenna mounting height, mounting orientation, and floor and ground space usage
(attach sketch of orientation and floor and ground space usage)

- (a) License to remove all existing equipment from the tank.
Licensee will then install the following in the proper manner to meet requirements indicated within this License Agreement including Exhibits.

Licensee will have a total of Nine (9) antennas mounted on the balcony at a maximum separation between post of five feet in each sector and twelve (12) coax.

(Mounting method and exact location subject to review and approval by Licensor).

- (b) Alpha position at 60 degrees, on Post # N/A
Beta position at 180 degrees, on Post # N/A
Gamma position at 300 degrees, on Post # N/A

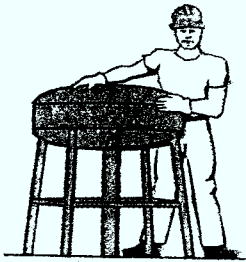
- (c) Licensees Existing Ground space measuring 17' x 20' to remain the same.

Exhibit B

Licensor to attach copy of Wireless Communications Management Agreement (WCMA)
Licensor to attach W-9

1. Tank Owner: Augusta Utilities
360 Bay Street, Suite 180
Augusta, GA 30901
2. Address of Tank: 2314 tobacco Road
Augusta, GA 30911
3. Coordinates: LT: 33° - 22' - 24.30" by LN: 82° - 01' - 49.50"
4. Tank Height: ~145 AGL
5. Equipment Cabinets:
6. Site Plan - Sketch: See Attached

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UTILITY SERVICE COMMUNICATIONS co., inc

A UTILITY SERVICE GROUP CO.

535 General Courtney Hodges Blvd. • P.O. Box 1350 • PERRY, GA 31069

Phone: (478) 987-4663

Fax: (478) 987-1844

(800) 679-7819

Web: www.utilityservice.com

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

This agreement is entered into by and between Augusta, Georgia, hereinafter known as the Owner, and Utility Service Communications Co., Inc., a Utility Service Group Co., hereinafter known as the Company.

The Owner agrees to engage the Company as an independent contractor to provide the professional services needed to market the Owner's site(s), manage the equipment installation(s), structures and enclosures as required, and provide the ongoing management and administration of all wireless communications apparatus and facilities on the water storage tanks listed on Schedule A (attached), each hereinafter known as the Tank (additional tanks may be added by addendum).

This agreement binds the Company to total responsibility for the marketing, management and installation of all revenue generating antenna co-locations on the Tank. In order to provide these services, the Company shall:

1. Market tanks regionally and nationally.
2. Choose antenna customers to ensure that the Tank is not damaged, the life of the Tank is not compromised, that OSHA, FCC, FAA and AWWA compliance is met, and the Owner's maintenance fees are not increased due to co-location, provided tanks are in the Utility Service Co., Inc. Maintenance Program.
3. Negotiate and enter into licensing agreements with potential users of the Tank for antenna space. The primary goals of the negotiations shall be the maximization of income to the Tank Owner and the preservation of the tank and its contents and the minimization of liability to the tank owner associated with the co-location of antennas.
4. Coordinate and approve all frequency and power output of the antennas mounted on the Tank to prevent conflict between licensees and to ensure compliance with safety guidelines and regulations.
5. Ensure appropriate structural analysis of the tank and review and approve installation designs, prior to any modifications to the tank, to ensure the structural integrity of the tank.
6. Provide billing and collection of fees associated with license agreements, ensure that payments are made in association with the co-location, and provide necessary accounting and reporting services.
7. Provide current certificates of insurance coverage to the Owner.
8. Furnish structures, enclosures, mounting hardware and other support services/equipment as required by the antenna licensee at no cost to tank owner.
9. Provide a Site Safety Plan for each tank with antenna users, updating as needed to meet requirements.
10. Provide ongoing management and administration by monitoring and implementing required practices and procedures as the regulatory environment changes.

Item # 16

Wireless Communications
Management Agreement
Page Two

The Company shall be responsible for its own overhead expenses incurred in connection with the performance of this agreement. The Company shall also collect from each licensee the expenses and charges associated with each license. The Owner shall be responsible for tank maintenance and upkeep of the site.

To properly perform its duties, the Company shall have authority to take appropriate actions to bring about efficient operation and maintenance of antenna licensing on the Tank. The Company shall have the exclusive authority to enter into multi-year license agreements for the use of antenna mounting and equipment shelter space.

As compensation, the Company

The cost for services, equipment, hardware, structures, etc. which are subject to contract between the Company and any antenna licensee, will not affect the site fee due the tank owner.

This agreement shall bind and remain in force to the benefit of the parties, their legal representatives, successors and assigns, including, without limitation, a successor by merger. The Company agrees to indemnify and hold the Owner harmless for any liability incurred in connection with services rendered under this agreement.

This agreement may be modified only by addendum which is signed by both parties. It is agreed that future environmental, health, safety, or other governmental regulations which cause significant changes to the management of antenna co-location shall be just cause for modification of this agreement.

The Owner covenants that they have good and sufficient title and interest to the premises and have full authority to enter into and execute this agreement.

The Owner may terminate this agreement if the Company violates one or more of its terms and such violation result in material detriment to the Owner. If the Owner deems that the Company has violated such terms, then it shall give written notice describing the default and granting the Company thirty [30] days to cure the default. If the Company fails to substantially cure the default within thirty [30] days of receipt of the notice, the Owner may terminate this agreement. The Company may terminate this agreement only after one hundred eighty [180] days written notice to the Owner. The initial term of this agreement shall be ten [10] years. At the expiration of the initial term, this agreement will be automatically extended for the remaining term of any antenna license agreement(s).

This Agreement signed this 15th day of September, 2006.

OWNER

Signature

DAVID J. COOPERHILL
Name and Title (print) MAYOR

Witness CLERK OF COMMISSION

seal:

UTILITY SERVICE COMMUNICATIONS co., inc

Signature

Debbie Sullivan
Name and Title (print) Vice President Site Management

Witness

seal:

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

SCHEDULE A, Page 1 of 3
TANK LIST

CUSTOMER NAME: Augusta Utilities, GA
 ADDRESS: 2760 Peach Orchard Rd., Augusta, GA 30906

TANK # AND TYPE: Prison Tank
 TANK ADDRESS: Tobacco Rd. & Hwy 25
 CITY, STATE ZIP: Augusta, GA 30901 Richmond County
 CAPACITY: 100,000 Elevated
 COORDINATES: Latitude 33°22.465N Longitude 82°1.825W 314

TANK # AND TYPE: Belair Rd. Tank
 TANK ADDRESS: Belair Rd. & Jimmy Dyers Pkwy Tank 3936
 CITY, STATE ZIP: Augusta, GA 30901 Richmond County
 CAPACITY: 1,000,000 Elevated Airt 1 Circular
 COORDINATES: Latitude 32°-27-44. N Longitude 82°-07.396 W 499
33 27.688

TANK # AND TYPE: Georgetown Tank
 TANK ADDRESS: Deans Bridge Rd. & Kipling Dr. Tank
 CITY, STATE ZIP: Augusta, GA 30901 Richmond County
 CAPACITY: 500,000 Elevated
 COORDINATES: Latitude 33°25-15.0N Longitude 82°03-41.0 W 503
33 25.252 82 3 685

TANK # AND TYPE: Brown Rd. Tank
 TANK ADDRESS: Brown Rd. 1711
 CITY, STATE ZIP: Augusta, GA 30901 Richmond County
 CAPACITY: 3,000,000 Composite Airt 1 Composite Tank
 COORDINATES: Latitude 33°24.114N Longitude 81°51.617W 166

TANK # AND TYPE: Berckman Rd. Tank
 TANK ADDRESS: Washington Rd. & Berckman Rd.
 CITY, STATE ZIP: Augusta, GA 30901 Richmond County
 CAPACITY: 500,000 Elevated
 COORDINATES: Latitude 33°30.511N Longitude 82°1.335W 315

Owner hereby agrees to add the tank(s) listed above to the Wireless Communications Management Agreement.

This Agreement signed this _____ day of _____, 2006.

OWNER

UTILITY SERVICE COMMUNICATIONS co., inc

848 [Signature]
 Signature

Debbie Sullivan
 Signature

DAVID S. COPELANDER
 Name and Title (print) MAYOR

Debbie Sullivan, Vice President Site Management
 Name and Title (print)

Witness CLERK OF COMMISSION

[Signature]
 Witness

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

SCHEDULE A, Page 2 of 3 TANK LIST

CUSTOMER NAME: Augusta Utilities, GA
ADDRESS: 2760 Peach Orchard Rd., Augusta, GA 30906

TANK # AND TYPE: South Tank
TANK ADDRESS: Mike Padgett Hwy & Clark Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 17.119 N Longitude 81° 57.466 W 315

TANK # AND TYPE: Tobacco Rd. Tank
TANK ADDRESS: Tobacco Rd. & Windsor Spring
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 22.621 N Longitude 82° 4.290 W 443

TANK # AND TYPE: Fairington Rd. Tank
TANK ADDRESS: Tobacco Rd. & Fairington Rd. 3705
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 250,000 Elevated Ant 1 Circular
COORDINATES: Latitude 33° 22.874 N Longitude 82° 05.471 W 459

TANK # AND TYPE: Lumpkin Rd. Tank
TANK ADDRESS: Lumpkin Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 250,000 Elevated
COORDINATES: Latitude 33° 24.802 N Longitude 82° 0.123 W 125

TANK # AND TYPE: Highland Tank Ant. 4 Nextel Circular
TANK ADDRESS: 1425 Highland Ave. Avn Inc. Jones Interchange
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33° 28.287 N Longitude 82° 1.863 W 445

Owner hereby agrees to add the tank(s) listed above to the Wireless Communications Management Agreement.

This Agreement signed this 15th day of September, 2006.

OWNER

Signature

DAVID S. CROEMHARTER
Name and Title (print) MAYOR

Witness

CLERK OF COMMISSION

UTILITY SERVICE COMMUNICATIONS co., inc

Signature

Debbie Sullivan, Vice President Site Management
Name and Title (print)

Witness

Debbie Sullivan

WIRELESS COMMUNICATIONS MANAGEMENT AGREEMENT

SCHEDULE A, Page 3 of 3 TANK LIST

CUSTOMER NAME: Augusta Utilities, GA
ADDRESS: 2760 Peach Orchard Rd., Augusta, GA 30906

TANK # AND TYPE: Daniels Field Airport Tank
TANK ADDRESS: 120 Jake Ellis Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 1,000,000 Elevated 478
COORDINATES: Latitude 33°-28'-35.5N Longitude 82°-2'-4.7 W

TANK # AND TYPE: High Pointe Tank
TANK ADDRESS: High Pointe Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County 501
CAPACITY: 1,000,000 Elevated
COORDINATES: Latitude 33°-28'-55.8N Longitude 82°-7'-58.1 W

TANK # AND TYPE: Old Waynesboro Rd. Tank
TANK ADDRESS: Old Waynesboro Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County 266
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33°-21'-55.9N Longitude 81°-41'-88.6 W

TANK # AND TYPE: Greenland Tank
TANK ADDRESS: Greenland Rd.
CITY, STATE ZIP: Augusta, GA 30901 Richmond County 138
CAPACITY: 500,000 Elevated
COORDINATES: Latitude 33°-28'-02.5N Longitude 81°-56'-35.8 W

TANK # AND TYPE: Walton Way Tank
TANK ADDRESS: Walton Way Ext. 3607 407
CITY, STATE ZIP: Augusta, GA 30901 Richmond County
CAPACITY: 750,000 Elevated Ant 2 Circular = 41, gate (Sprint)
COORDINATES: Latitude 33°-27'-26.4N Longitude 82°-4'-38.6 W

Owner hereby agrees to add the tank(s) listed above to the Wireless Communications Management Agreement.

This Agreement signed this 15th day of September, 2006.

OWNER

Signature

DAVID S. COPENHAVER
Name and Title (print) MAYOR

Witness

CLERK OF COMMISSION

UTILITY SERVICE COMMUNICATIONS co., inc

Signature

Debbie Sullivan, Vice President Site Management
Name and Title (print)

Witness

Item # 16

NO - RNNR 03-03-03

W-9
Form
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)
UTILITY SERVICE COMMUNICATIONS CO, INC

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)
535 GENERAL COURTNEY HODGES BLVD; PO BOX 1350

City, state, and ZIP code
PERRY, GA 31069

List account number(s) here (optional)

Requester's name and address (optional)

☐ Exempt from backup withholding

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
5	8	2	5	8	7	4	6	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ *Debbie Sullivan*

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Exhibit C

(List and attach copies of all licenses and permits, Phase I, Phase II, NEPA, SHPO findings pertinent to the Site, and a current insurance certificate)

Note: Insurance Certificate must include waiver of subrogation language

Attach Executed Lease Termination

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Exhibit D**Utility Service Communications co., inc. (USCCI)****Structural & Drawing Requirements****Structural Requirements:**

Gross Analysis, with calculations, of the entire structure using wind loads appropriate for the geographical area per the latest AWWA code requirements. The analysis must show the actual versus allowable stresses for the anchor bolts, wind rods, columns and struts. In addition, local stresses should be evaluated at the antenna supports attachment points.

Summary page must include:

1. Size of Tank (Capacity in gallons).
2. Total number of posts if corral installation and number of coax.
3. Total number of antenna and coax if balcony installation.
4. Wind load used (MPH).
5. Diameter of Tank bowl and balcony.
6. Total Tank height.
7. Balcony height.

Drawing Requirements:

1. All drawings must be Site specific.
2. If USCCI Project Manager has made site visit prior to drawing, a sketch of site (not to scale) will be given to Site Acquisition contact.
3. 4-6 gang meter for Power and Telco must be placed at the Site to accommodate utility meter reader.
4. Coax may be required to be buried by USCCI Project Manager and/or Tank Owner.
5. Coax must be routed on the inside (riser side) face of the Tank leg. Only exception: design of Tank would not allow.
6. 1st and/or 2nd Licensee coax must be installed in the inside of a hinged jumbo cluster bracket. 2nd and/or 3rd Licensee install on outside of same bracket, if ground Equipment location will allow.
7. Tank height, RAD center height, balcony height must be on plans.
8. If Licensee is co-locating on top of Tank or corral, the diameter of Tank must be on plans. Plans must indicate current antenna locations on the Tank.
9. Only full sealed welding is allowed and must be indicated on plans.
10. All coax running over the bowl of Tank must have at least 4' separation from Tank logo and coax must be shrouded with shrouding painted to match Tank.
11. Corral must be painted to match Tank.
12. Licensee may be required to use colored coax to match Tank.
13. Painting of coax not allowed.

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14. Corral posts must be marked 1, 2, 3, etc., indicating which post Licensee will be using and the orientation of the antenna's. Post #1 to align with True North. (No skipping of post within a sector)
15. The number of coax installed must be denoted on plans.
16. Licensee co-locating at the site may be required to install a "Stymielock" at the compound entry gate. If applicable this lock must be denoted on the drawings.
17. Signature box must be included on the title sheet. Signature box to include:
 - a. USCCI Project Manager
 - b. Licensee Project Manager
18. The distance from Tank to Equipment shall be no less than 10'.
19. Licensed Ground area must be in concrete not gravel, due to ground maintenance problems.
20. Low-level Ice Bridge must have concrete underneath to prevent weed or grass growth.

Installation must follow Installation Standards in License Agreement along with any site-specific requirements and/or Governmental and AWWA requirements.

Installation inspection must be performed by USCCI Site Management division prior to Licensee being allowed to go on air (Regardless of Contractor).

USCCI Project Manager will make every effort to meet at the Tank Site with Tank Owner, Site Acquisition contact, Project Manager and any other parties prior to Licensee submitting for plans. This will help insure drawings are correct the first time.

Make sure all involved parties are issued these requirements as well as Installation Standards in License Agreement.

If you have any questions, please contact:

Lee Duke, USCCI Project Manager at 1-478-988-5260 or Cell: 1-478-396-0843. Or, Debbie Sullivan, USCCI Vice President Site Management at: 1-800-679-7819 or 1-478-396-9534.

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Exhibit E

Utility Service Communications co., inc. (USCCI) Installation Standards for Antennas and Related Communication Equipment

1.0 Introduction:

1.1 The various communication companies have been installing antennas and related communication Equipment on Tanks for a number of years, but more recently the frequency and complexity of these installations has increased dramatically. The types of installations typically being utilized have the potential of reducing the structural integrity of the Tank facility and have several adverse effects on the maintenance of the structure and its coating systems. Major Tank manufactures have historically avoided providing any engineering analysis or installation assistance with regard to this type of Equipment.

- 1.2 The purpose of this standard is to:
1. Provide a general guide for Licensee, their consultants, site construction managers, installation contractors and their crews.
 2. Prevent possible structural failure.
 3. Ensure compliance with the industry standards that were in place during the original construction of the facility.
 4. Ensure current operational and maintenance standards.
 5. Provide maintenance access to the Tank.

New appurtenances and attachments are to be in compliance with the latest AWWA codes and regulations including proposed amendments and or commentaries.

- 1.3 Licensee co-locating at a Tank site may be required to install a "Stymielock" on the compound entry gate.
- 1.4 Antenna installations on Tanks without previous Licensee antenna installations will be required to furnish and erect a corral in accordance with USCCI standard design and meeting the OSHA 1926-502 Rail Requirements with a locking gate when applicable.
- 1.5 At Tank Owner's request, Licensee may be required to use colored coax to match the color of the Tank as closely as possible.

2.0 Contractor Qualifications:

- 2.1 All licensee installations require the use of certified electronics technicians, steeplejacks electricians or

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Final

licensed contractors that have received USCCI approval prior to commencing any installation work. Such approval shall require the completion of a USCCI Contractors Qualification Package along with submittal of photographs of prior Tank installations. All installation work shall be in accordance with an USCCI previously approved installation plan. USCCI, at its sole discretion, shall have the right to supervise the installation of any and all Equipment. Certificates of insurance will be required by USCCI of any installer.

2.2 All approved installers shall have demonstrated capability of conforming to established manufacturer's installation standards, as well as any special standards imposed by USCCI. All work shall be performed in a neat and workmanlike manner.

2.3 All installers will have a certified welder per AWS D1.1 performing any welding.

2.4 All installers will have a demonstrated familiarity with AWWA D100 code requirements as it relates to the installation of appurtenances and attachments.

3.0 Health and Safety:

3.1 Access to an existing structure shall not be permitted by installation personnel without the express consent and approval of USCCI.

3.2 Any access to the interior of the Tank is not permitted unless the Tank is emptied, taken out of service and isolated from the water supply system.

3.3 Precautions shall be taken to prevent water contamination. Any intrusion to the Tank interior may be considered contamination. If contamination occurs disinfect the Tank (see ANSI/AWWA C652)

3.4 Lockout and Tagout procedures should be in place and followed.

3.5 Site keys obtained will not be duplicated. Combinations shall not be shared with anyone.

3.6 Personal RF monitors must be worn and examined when it is not possible to turn off the energy to any and all existing devices on the structure.

3.7 The coating system shall be checked for hazardous materials. Where hazardous materials are found, the environment, potable water supply and all personnel shall be protected from contamination in accordance with applicable standards.

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- 3.8 The contractor shall provide fall protection for their personnel during installation or inspection of any Equipment in accordance with OSHA.
- 3.9 Cables shall not be attached to any ladder structures, in accordance with OSHA standards.
- 3.10 Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 3.11 Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
- 4.0. General Workmanship:
- 4.1 Epoxy attachments shall not be used. Epoxy compounds can lose strength at temperatures exceeding 140 degrees Fahrenheit. Additionally, epoxy compounds can be subjected to extreme stresses from thermal expansion/contraction of the metal structure due to changes in the ambient temperature and subsequently exhibit shear failure.
- 4.2 Stud welding shall not be used. A properly installed stud weld will scorch the internal coating system in the same manner as ordinary stick welding. In addition, the plate attachment to the studs is open to water seepage and corrosion from trapped water and moisture. Proper coating procedures cannot be used on the Tank surfaces that have plates or other attachments bolted to them.
- 4.3 Any penetrations larger than 3" in diameter that are to be cut into the support structure require special expertise in design and installation to minimize the possibility of structural damage to the structure. Consideration should be given to reducing the Tank water level whenever openings are cut into the support structure per AWWA recommendations. A professionally engineered solution must be provided.
- 4.4 Older Tanks are prone to hidden corrosion. A careful inspection of all components, including ultrasound thickness measurements are recommended to verify the Tank's structural strength relative to the original design. Corrective repairs should be made as recommended by a professional structural engineer competent with AWWA code requirements.
- 4.5 Antenna cables should be arranged and located to allow protective wrapping during abrasive blasting and recoating. Neatly arranged cables shall be offset from the Tank to allow maintenance contractors to perform this work without removing the cable runs. Chaining or strapping to tower legs or handrails is not allowed. Cable runs should be

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routed under balconies or walkways to minimize access and rigging interference. Vertical coax routing up a leg should be orientated towards the center of the Tank on the inside face of the leg, typically between the struts and riser rods.

- 4.6 Licensee shall use hinged cluster brackets with snap-in clips capable of supporting twenty-four (24) 1 5/8" coax cables and shall route the coax cables on the inside of the cluster brackets.
- 4.7 Cables and antenna shall be installed to provide a minimum of 6" clearance from the coating systems. Any deviations must be expressly approved by USCCI.
- 4.8 Coax runs shall have a minimum of 4'-0" clearance from Tank logos. The coax run on the Tank bowl shall be shrouded and painted to match the Tank.
- 4.9 Coax hoisting grips shall not be supported by the balcony. The balcony is a critical structural component of the Tank structure.
- 4.10 If new antennas are installed on the top of the Tank, FAA obstruction lighting may need to be installed or raised to meet FAA guidelines. Local FAA height restrictions should be adhered to strictly.
- 4.11 Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.
- 4.12 When electrical components are installed within the Tank support pedestal, the effects of high humidity, moisture and condensations should be considered and the Equipment adequately protected or waterproofed.
- 4.13 Interference with interior Tank components should be considered and avoided to minimize cable rerouting.
- 4.14 Penetrations shall be designed in accordance with AWWA section 3.13.
- 4.15 Penetrations through walkways and platforms shall be toe board compliant in accordance with OSHA regulations.
- 4.16 Ground bars and leads shall not be installed on any part of the structure. Full seal welded coax and antenna standoffs may be utilized for mounting ground bars and leads.
- 4.17 A structural analysis by a professional engineer competent in the application of the AWWA code requirements is required on each structure.

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- 4.18 All installers shall comply with applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA, Standards will apply.
- 4.19 All materials and workmanship are to be in compliance with the latest AWWA codes and regulations.

5.0 Welding:

- 5.1 All welding shall be in accordance with AWWA D100 Section 8, Welding and Section 11, Inspection and Testing. This requires all welders to be certified in accordance with AWS D1.1.
- 5.2 All welds to the Tank surface shall be made with E7018 low hydrogen rod and shall be smooth and free of burs and undercuts. Unacceptable welds shall be repaired as 6.1 requires to meet AWWA D100 requirements.
- 5.3 No welding shall be done when the ambient temperature is below 32 degrees Fahrenheit unless the cold weather welding requirements of AWWA D100, Section 10.2.1 are followed.
- 5.4 Penetrations shall not intersect Tank weld seams. Penetrations should clear existing seams by 6 inches. If this clearance is not possible, a review by a professional engineer shall be made of adjacent weld seams that may be affected by local welding.
- 5.5 Welding to the Tank or access tube opposite the water level is not permitted. The water level shall be drawn down to a level not less than 2 feet below the point of welding.
- 5.6 Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.
- 5.7 Tubular columns on multi-leg supported Tanks are hermetically sealed and must not be breached or punctured under any circumstance since moisture will accumulate inside the leg and eventually cause serious structure damage.

6.0 Painting:

- 6.1 Welding may cause blistering of the interior paint opposite the weld. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation, and should be compatible with the existing paint system. It is recommended that a one-year anniversary inspection be made to evaluate the quality of the touchup and repainting if

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required. AWWA D102 should be consulted for proper paint procedure.

- 6.2 All painting and surface preparation shall be in compliance with SSPC and NACE regulations.
- 6.3 Utility Service Company must be given "First Right of Refusal" to perform the interior touch up on Tanks that are currently being maintained by Utility Service Company.

7.0 Electrical:

- 7.1 All installation work shall be performed in a neat and workmanlike manner. Any new installation shall not cause mechanical, electrical or electronic interference to other RF Equipment located on the site.
- 7.2 All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC codes, as well as EIA, TIA and AWWA must be adhered to.
- 7.3 All RF Equipment and transmission lines installed shall be FCC type accepted for the radio service and frequencies proposed in the license Agreement and attached exhibits.
- 7.4 All transmission lines shall be attached to tower coax supports using snap-in hangers. The use of stainless steel angle adapters (Andrew 31768A or approved equal) is authorized. Cable ties are not permitted.
- 7.5 Where practical, cable runs shall be buried between the tower and electrical Equipment housing.
- 7.6 When possible, the Equipment cabinet or shelter will be located a minimum of 10'-0" from the Tank.
- 7.7 A four (4) to six (6) gang meter for Power and Telco shall be provided by the Licensee.

8.0 Equipment:

- 8.1 All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, with Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.
- 8.2 Licensee shall be responsible for the proper signage at the site per all regulatory requirements.

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- 8.3 Equipment shall only be installed in locations and positions determined by Utility Service Communications. The USCCI Project Manager will designate the exact locations for the installation of electric Equipment, transmission lines and antennas. If for any reason the proposed installation cannot conform to these instructions, the USCCI Project Manager shall be contacted prior to any further work.
- 8.4 All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall remain closed and locked at all times except during actual Equipment servicing.
- 8.5 Any new installation will not cause mechanical, electrical or electronic interference to other Licensee RF Equipment, other associated Licensee Equipment or any Licensor Equipment located in the Equipment shelter, tower structure or anywhere else on the site.
- 8.6 Equipment installed greater than 20'-0" from the Tank must have the coax run buried per applicable specifications.
- 8.7 Ice bridges must either be a maximum of 16" above grade with concrete underneath to prevent ground maintenance problems. Or, a minimum of 7'-0" above grade to allow Tank owner to maintain the grounds.
- 9.0 Inspections & Approvals:
- 9.1 USCCI shall be provided with 'as-built plans' or Tank mapping for review.
- 9.2 USCCI shall be provided with the structural analysis for review and approval. (See "Exhibit D" for Requirements)
- 9.3 USCCI shall be provided with all drawings for review and approval prior to start of construction. (See "Exhibit D" for Requirements)
- 9.4 USCCI must be supplied with a copy of the Purchase Order (P.O.) and/or Notice to Proceed (NTP) and a tentative schedule date of when exterior and interior touch up will be completed.
- 9.5 Contractor shall provide a closeout package at the end of the project prior to acceptance by USCCI. This package shall supply as a minimum, photographs, sweep charts, copies of permits and as-built drawings and lien waivers for subcontractors and vendors.
- 9.6 USCCI Site Management must complete a final inspection and approve prior to Licensee going on air. (Regardless of Contractor)

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If you have any questions regarding these installation standards, contact:

Lee Duke, USCCI Project Manager at: 1-478-988-5260 Cell: 1-478-396-0843 OR

Debbie Sullivan, Vice President Site Management at 1-800-679-7819 Cell: 1-478-396-9534.

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**Engineering Services Committee Meeting
6/29/2009 12:50 PM
Walden Drive Pipe Replacement**

Department: Public Services Department - Maintenance Division

Caption: Approve request to replace 320' x 60" of deteriorated corrugated metal pipe (CMP) pipe on Walden Drive and award contract to Blair Construction, low bidder, in amount of \$55,250.

Background: It appears that this CMP has been deteriorating for quite some time. The bottom of the pipe has several holes allowing water to flow underneath the pipe, creating further sink holes and a potential safety hazard for anyone in the immediate area. Replacing this failed pipe is the best course of action.

Analysis: The pipe is sixty inches in diameter and covers a span of 320 feet.

Financial Impact: The low bid was \$55,250. A replacement of this pipe must be made quickly to avoid further sink holes and erosion.

Alternatives: 1. Approve request to replace 320' x 60" of deteriorated corrugated metal pipe (CMP) pipe on Walden Drive and award contract to Blair Construction, low bidder, in amount of \$55,250. 2. Continue attempting to repair the pipe.

Recommendation: #1. Approve request to replace 320' x 60" of deteriorated corrugated metal pipe (CMP) pipe on Walden Drive and award contract to Blair Construction, low bidder, in amount of \$55,250.

Funds are Available in the Following Accounts: Funds are available in Account #324-04-1110/201-82-4021

REVIEWED AND APPROVED BY:

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

Invitation to Bid

Sealed bids will be received at this office until Wednesday, May 13, 2009 at 3:00 P.M. for furnishing:

Bid Item 09-110 Walden Drive Pipe Replacement for Public Service – Maintenance Division

Bids' will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams
Procurement Department
530 Greene Street - Room 605
Augusta, Georgia 30901
706-821-2422

BID documents may be obtained at the office of Augusta, GA Procurement Department, 530 Greene Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department. **A Mandatory Pre-Bid Conference will be held on Tuesday, April 28, 2009 @ 10:00 a.m. in the Procurement Department Room 605. All questions must be submitted in writing to the office of the Procurement Department by Thursday, April 30, 2009 @ 3:00 p.m. by fax at 706-821-2811 or by mail.** .No bid will be accepted by fax, all must be received by mail or hand delivered.

No Bid may be withdrawn for a period of **90** days after time has been called on the date of opening. **A 10% Bid bond is required to be submitted in a separate envelope so marked along with the bidders' qualifications; a 100% performance bond and a 100% payment bond will be required for award.**

Bidders will please note that the number of copies requested; all supporting documents including financial statements and references and such other attachments that may be required by the bid invitation are material conditions of the bid. Any package found incomplete or submitted late shall be rejected by the Procurement Office. Any bidder allegedly contending that he/she has been improperly disqualified from bidding due to an incomplete bid submission shall have the right to appeal to the appropriate committee of the Augusta commission. Please mark BID number on the outside of the envelope.

Bidders are cautioned that sequestration of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle April 2, 9, 16, 23, 2009
Metro Courier April 8, 2009

cc: Tameka Allen Interim Deputy Administrator
 Mike Greene Public Service Department
 Dennis Stroud Public Service – Maintenance Division

Bid Item #09-110 Walden Drive Pipe Replacement for the City of Augusta - Public Services-Maintenance Division Bid Opening Date: Friday, May 29, 2009 @ 11:00 a.m.								
Vendors	Mabus Bros Construction 920 Molly Pond Road Augusta, GA 30901	Blair Construction P. O. Box 770 Evans, GA 30809	Eagle Utility 1350 Branch Road Bishop, GA 30621	Quality Storm Water 437 Cambridge Circle Martinez, GA 30907	L-J Inc. 220 Stoneridge Dr Columbia, SC 29210	DS Utilities, Inc. 1644 Holy Trinity Chur Little Mtn., SC 29075	Columbia Diversified 6677 Eubank Drive Appling, GA 30802	
Statement of Non-Discrimination		Yes		Yes	Yes			
Conflict of Interest		Yes		Yes	Yes			
Bid Form		Yes		Yes	Yes			
Contractor Affidavit & Agreement		Yes		Yes	Yes			
Subcontractor Affidavit		Yes		Yes	Yes			
Non-Collusion Affidavit of Bidder/Offeror		Yes		Yes	Yes			
Non-Collusion Affidavit of Subcontractor		Yes		Yes	Yes			
Local Small Business Good Faith Effort		Yes		Yes	Yes			
Local Small Business Subcontractor/Supplier Utilization Plan		Yes		Yes	Yes			
Addendum 1 & 2		Yes		Yes	Yes			
Bid Bond		Yes		Yes	Yes			
Bid Price		\$55,250.00	No Bid Response	\$70,833.00	\$71,425.00			

Mandatory Pre-Bid Meeting

Bid Item #09-110

Walden Drive Pipe Replacement

Augusta Public Service-Maintenance Division

Tuesday, April 28, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Bob Becker	Harris Construction	1736 Barton Circle, Rt 2 Augusta, GA 30909	706-707-9903	706-707-9905	Prime
2. Randall McLean	K-S INC	603 Pine Los Rd BEECH ISLAND, SC 29842	803-827-0062 803-929-1816	803 827-91188	PRIME
3. Theron Sapp	QUALITY STORM WATER SOLUTIONS	437 CAMBRIDGE Cn. MARTINE, GA 30907	706-210-8046	706-210-8047	PRIME
4. Roy Nuttner	BLAIR CONST.	P.O. BOX 770 EVANS GA 30809	706	706	PRIME
5. Wayne Johnson	Colombia Properties	1509 Bennetville Rd Augusta, GA 30808	706-557-5631		Prime
6. David Z. Zhele	" "	6677 Industrial Dr, Appling GA 30808	706-541-3950 706-541-3951	706-541-3951	Prime
7. Kevin T. Johnson	Mabow Brothers Construction	920 Molly Road Augusta, GA 30901	706-722-8944	706-722-7521	Prime
8. Bob McLean	DS Utilities Inc	1644 Holy Trinity Church Little Mountain, S.C. 29075	803 345-5362	803 345-5362	PRIME
9. Dennis Strand	Public Services	2316 Tobacco Rd.	706-771-2967		
10. Durrell White	Procurement		706-821-2423 706-821-2811	706 821-2811	
Item # 17	Phyllis Mills		706-821-2868	821-2868	
	Tim McGraw	1350 Branch Rd. Bishop Ga.	706-769-6015		Prime

Mandatory Pre-Bid Meeting
Bid Item #09-110
Walden Drive Pipe Replacement
Augusta Public Service-Maintenance Division
Tuesday, April 28, 2009 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. <i>James Gentry</i>	<i>DBE</i>		<i>706 821-2404</i>		
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
Item # 17					

Bidders List

 Bid Item # 09-110 Cost \$ _____

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed by
1	Barnett Pipeline, Inc P.O. Box 758 Washington, GA 30673 Attn: William Barnett	Phone 706-359-1447 Fax 706-359-3471	4-3-09		DW	Pick-up
2	Augusta Builders Exchange 1262 Merry Street Augusta, GA 30904 Attn: Joan Kennedy	Phone 706-736-3553 Fax 706-736-3509	4-3-09		DW	U.S. Mail
3	Eagle Utility Contracting, Inc Attn: Judy Highfield 1350 Branch Road Bishop, GA 30621-1729	Phone 706-769-6015 Fax 706-769-1638	5-14-09		DW	U.S. Mail
4						
5						
6						
7	G & P Erosion and Sediment Control, LLC A CERTIFIED GA DOT WBE COMPANY Dale Achtziger, Office Manager EMAIL: GANDPEROSION@WINDSTREAM.NET		5/29/09		DA	Pick up
8						
9						
10	P O Box 846 SPRINGFIELD, GA 31329 WEBSITE: GANDPEROSION.COM	OFFICE: (912) 754-1897 FAX: (912) 754-1674 MOBILE: (912) 677-0360				
11						
12						
13						
14						
15						
16						

R. W. POWELL CONSTRUCTION
5457 TUBMAN ROAD
APPLING, GA 30802

MABUS BROTHERS
CONSTRUCTION
920 MOLLY POND ROAD
AUGUSTA, GA 30901

PAYNE CONSTRUCTION
805 WINTERVILLE ROAD
ATHENS, GA 30605

ATLC
4238 QUAIL SPRINGS CIRCLE
MARTINEZ, GA 30907

LEWIS TRUCKING & GRADING
7786 OLD COVINGTON HWY.
LITHONIA, GA 30058

HARRIS TRUCKING
1736 BARTON CHAPEL ROAD
AUGUSTA, GA 30906

BLAIR CONSTRUCTION
P. O. BOX 770
EVANS, GA 30907

BEAM CONTRACTING
2335 ATOMIC ROAD
BEECH ISLAND, SC 29842

EAGLE UTILITY
1350 BRANCH ROAD
BISHOP, GA 30621

BEAMS SITE PREP
101 KEY ROAD
EDGEFIELD, SC 29824

REEVES CONSTRUCTION
P. O. BOX 1129
AUGUSTA, GA 30903

STORM WATER SOLUTIONS
437 CAMBRIDGE CIRCLE
MARTINEZ, GA 30907

L-J INC.
220 STONERIDGE DRIVE, STE 405
COLUMBIA, SC 29210

**ABIE LADSON
ENGINEERING ADMIN.**

**HAMEED MALIK
ENGINEERING ADMIN.**

**YVONNE GENTRY
DBE
HATCHER BUILDING**

**Bid item #09-105
Walden Drive Pipe Replacement
Public Service-Maint. Division
Bid Open: Wed. 5/13/09 @ 3:00 P.M.**

**BID ITEM #09-110 Walden Drive
Pipe Replacement MAILED
04/02/09**

User: Mills, Phyllis Organization: City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-09-110-0-2009/PJM**Bid Name** Walden Drive Pipe Replacement

3 Document(s) found for this bid

10 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Barnett Pipeline, Inc.	7063591447	7063593471	3			Documents
Cole Industrial and Technical Supply	8132474900	8132472233	3	1. Hispanic Owned 2. Small Business		Documents
Construction DataFax	8006272510	8008803290	2			Documents
Construction Journal, Ltd.	8007855165	8005817204	1			Documents
DS Utilities, Inc.	8033459106	8033455362	3			Documents
garnto southern construction	7066505956	7066505956	2			Documents
Gibbs & Register Inc	4076546133	4079052941	3			Documents
iSqFt	8772271680	8665708187	3			Documents
Peistrup Paper Products	3149930970	3149939174	3	1. Woman Owned		Documents
WRSCompass	8505319860	8505319866	3			Documents

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PUBLIC SERVICES DEPARTMENT

Dennis Stroud
Assistant Director

Michael D. Greene
Interim Director

Date: June 15, 2009

To: Geri Sams
Director Procurement Department

From:  Dennis Stroud
Assistant Director
Public Services Department

Subject: Walden Drive Pipe Replacement

File Reference: Bid # 09-110

This is to recommend that Blair Construction be awarded the bid for Walden Drive Pipe Replacement as they were the lowest bidder.

If you have any questions, or require additional information, please do not hesitate to contact me

Dennis Stroud
Assistant Director
Public Services Department