



Engineering Services Committee
Meeting

Commission Chamber- 9/10/2012- 1:00 PM

ENGINEERING SERVICES

1. Provide necessary signatures on furnished agreement to include Augusta Utilities Department water and sanitary sewer main relocations in the Georgia Department of Transportation contract for the widening to County Road 1501/Wrightsboro Road from Jimmie Dyess Parkway to the Interstate 520 Ramps in Richmond County, Georgia. The estimated cost of construction is 1,575,412.58. ☐ [Attachments](#)
2. Motion to approve Water and Sewer Revenue Bonds Series 2012 bond resolution and authorize the Mayor and Clerk to sign all necessary documents. ☐ [Attachments](#)
3. Approve the deeds of dedication, maintenance agreement, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Belfair Lakes Subdivision, Section Two. ☐ [Attachments](#)
4. Motion to approve and accept the water and sanitary sewer Deed of Dedication and Maintenance Agreement for Cushendal subdivision. ☐ [Attachments](#)
5. Motion to approve and accept a Dixon Airline Road Easement Deed for Additonal Rights from Lynnette Reyes. ☐ [Attachments](#)
6. Motion to approve and accept a utility Easement Deed and a Memorandum of Understanding from Forum W.S., LLC. ☐ [Attachments](#)
7. Motion to approve and accept a utility Easement Deed from FTD, LLC. ☐ [Attachments](#)
8. Discuss and approve a path forward for the Appraisal, Acquisition, and Owner/Tenant Relocation for Hyde Park/Wilkerson Garden Drainage Improvement Project. ☐ [Attachments](#)

9. Approve entering into an agreement with Georgia Power, stating that Augusta, Georgia will pay for the Distribution Facility Relocation Costs on the Marvin Griffin Road Project in accordance with the estimate totaling \$355,116.00, Change Number Five, CPB# 323-041110-296823603. Also, approve the two Utility Relocation Agreements for distribution facilities to be executed by the Augusta, Georgia Legal Counsel and the Mayor, and approve payment upon completion of the work as requested by Augusta Engineering Department. ☐ [Attachments](#)
10. Motion to approve the minutes of the Engineering Services Committee held on August 27, 2012. ☐ [Attachments](#)
11. Motion to determine that a portion of Windsor Spring Road , as shown on the attached plat (south of and adjacent to the parcel identified as map and parcel #142-0-002-01-0) has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest pursuant to O.C.G.A. §32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities. ☐ [Attachments](#)
12. Discuss an approved path forward for the Parking Deck bridge. ☐ [Attachments](#)
13. Approve supplementing Georgia Department of Transportation (GDOT) Contract for Resurfacing of Augusta, Georgia Various Roads under GDOT 2012 Local Maintenance Improvement Grant Program (LMIG). This supplement of the Contract with GDOT is to Reeves Construction Co., in the amount of \$206,878.00; Funded from SPLOST Phase IV Recapture Account, upon receipt of signed contract and proper bonds as requested by AED. ☐ [Attachments](#)
14. Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Stone Creek Subdivision. ☐ [Attachments](#)
15. Approve the initial stages for implementing a Stormwater Utility Program for Augusta, GA as requested by AED. ☐ [Attachments](#)

16. Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Willhaven Subdivision, Phase III, Section II. ☐ [Attachments](#)
17. Approve Capital Project Budget 324-041110-201824333 and Supplemental Agreement Number Four to Cranston Engineering Group, PC, in the amount of \$63,291.00 for the revision of the design plans as requested for the Wrightsboro Road Widening, Phase I project. Funding is available in the project engineering account for the Engineering Department. ☐ [Attachments](#)

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Engineering Services Committee Meeting

9/10/2012 1:00 PM

Accept terms of contract agreement with Georgia Department of Transportation concerning the costs of relocating water and sanitary sewer mains on GDOT Project # STP00-7001-00(900), Richmond County.

Department: Augusta Utilities Department

Caption: Provide necessary signatures on furnished agreement to include Augusta Utilities Department water and sanitary sewer main relocations in the Georgia Department of Transportation contract for the widening to County Road 1501/Wrightsboro Road from Jimmie Dyess Parkway to the Interstate 520 Ramps in Richmond County, Georgia. The estimated cost of construction is 1,575,412.58.

Background: The Georgia Department of Transportation is widening County Road 1501/Wrightsboro Road from Jimmie Dyess Parkway to the Interstate 520 Ramps in Richmond County, Georgia. Due to these improvement the Augusta Utilities Department needs to relocate existing water and sewer lines. The Augusta Utilities Department will be solely responsible for the cost of the relocations, which is the estimated cost reflected in the agreement furnished by GDOT.

Analysis: Approving this agreement will allow GDOT to award their contract including the cost for Augusta Utilities Department water and sewer relocation. The fee is fair and reasonable. With the completion of this project, the area of Wrightsboro Road served by these new water and sewer mains will enjoy years of trouble free service.

Financial Impact: Funds for this work are available through two accounts. \$1,500,000.00 will be paid from SPLOST funds. The remaining \$75,412.58 will be paid from AUD account 507043490-5425410 / 81100050-5425410.

Alternatives: No alternatives are recommended.

Recommendation: We recommend the Commission agree to the terms of the preliminary cost agreement with Georgia Department of Transportation in the amount of \$1,575,412.58.

Cover Memo

Item # 1

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

\$1,500,000.00 from SPLOST funds. \$75,412.58 from account :
507043490-5425410 / 81100050-5425410.

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Keith Golden, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

July 31, 2012

Mayor Deke Copenhaver
Augusta-Richmond County
530 Greene Street
Augusta, GA 30901

Project No.: STP00-7001-00(009), Richmond County
P.I. No: 250510-
Contract Item Agreement for Water Facilities
CR 1501/WRIGHTSBORO RD FM JIMMIE DYESS PKWY TO I-520 RAMPS

Dear Mayor Copenhaver,

In accordance with your request, the adjustment of [water](#) facilities belonging to the [Augusta-Richmond County](#) is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting [three](#) counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which [Augusta-Richmond County](#) will reimburse the Department for this work. As outlined in Article 8, the non-binding pre-let estimate including betterment for this work is [\\$1,575,412.58](#) of which the Department will bear [00.00% or \\$0.00](#) and [Augusta-Richmond County will bear 100.00% or \\$1,575,412.58](#). Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of [Augusta-Richmond County](#) and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department. In this connection, be sure to have two witnesses (one of which must be a notary public) sign the Agreement. Please be certain that the notary public affixes his/her seal alongside their signature. Also, complete the attached resolution form and insert the date of resolution on page 4 of the Agreement. The Official Seal of [Augusta-Richmond County](#) is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

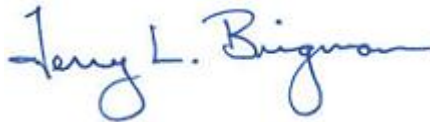
In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify [Augusta-Richmond County](#) in writing of the amount due the Department based on actual bid prices. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement.

Project No.: STP00-7001-00(009), Richmond County
P.I. No.: 250510-
Contract Item Agreement for Water Facilities
July 31, 2012
Page 2

As soon as practicable, after the opening of bids, the Department will multiply the estimated quantities by the actual bid prices. The Department will refund any overpayment or request in writing that [Augusta-Richmond County](#) pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Patrick Allen at 404-347-0606 or by email at paallen@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,

A handwritten signature in blue ink that reads "Terry L. Brigman". The signature is fluid and cursive, with the first name "Terry" and last name "Brigman" clearly legible.

Terry Brigman
Assistant State Utilities Engineer

For: Jeff Baker, P.E.
 State Utilities Engineer

JB: TLB:PA

Attachment

cc: [Jimmy Smith](#), District Engineer, Tennille, Georgia
Attn: [Lynn Bean](#), District Utilities Engineer

Account No. – Class: 733005 – 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT
 GDOT Contract ID No.: CSOOUUTL
 CONTRACT ITEM AGREEMENT

Georgia Project No.: STP00-7001-00(009), Richmond County

G.D.O.T. P.I. No.: 250510-

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and Augusta-Richmond County, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to widen County Road 1501/Wrightsboro Road from Jimmie Dyess Parkway to the Interstate 520 Ramps in Richmond County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water distribution facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water distribution facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

STANDARD UTILITY AGREEMENT CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans attached hereto. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate is **\$1,575,412.58** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$0.00 and the LOCAL AGENCY shall bear \$1,575,412.58.**

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL

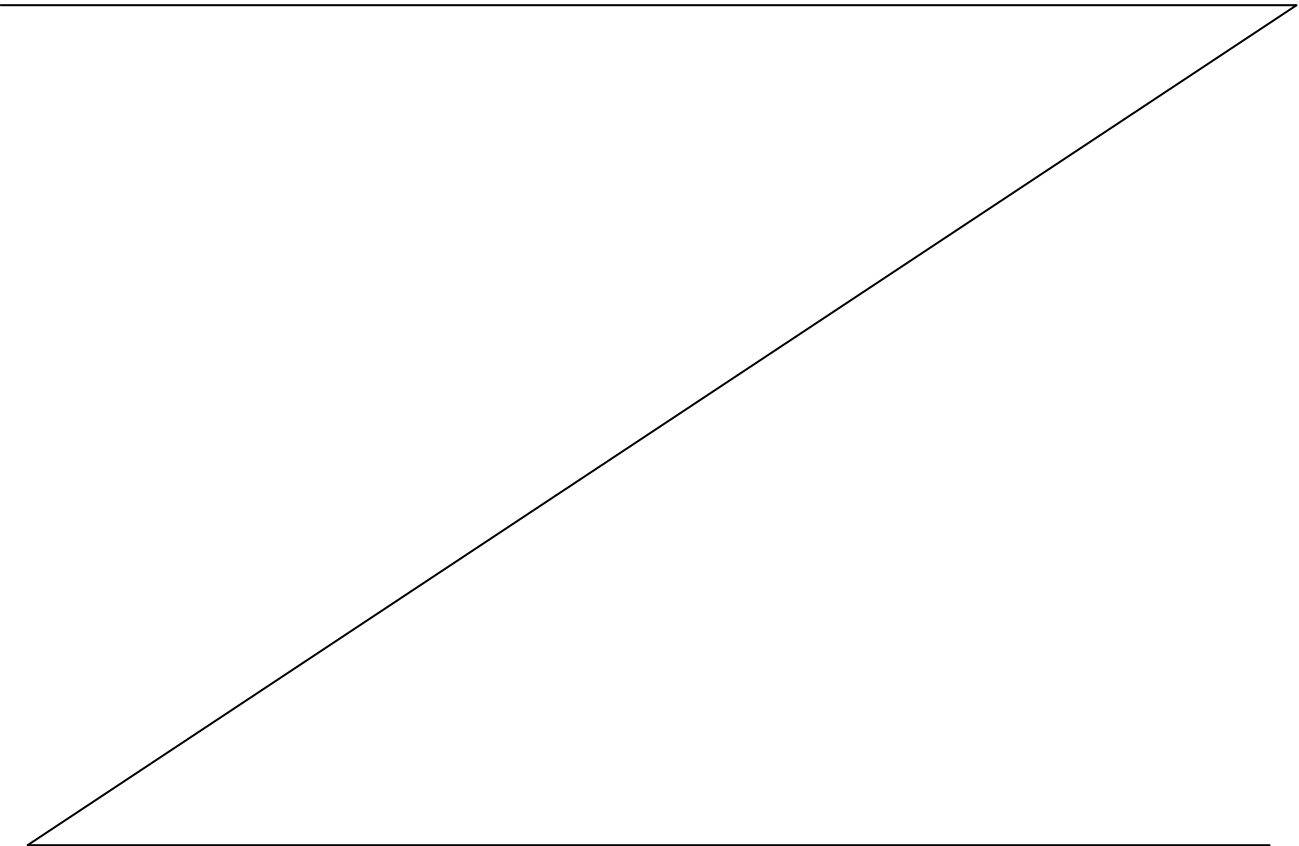
STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.



STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY:

Augusta-Richmond County

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC (SEAL)

BY: _____
MAYOR

SWORN TO AND SUBSCRIBED
BEFORE ME THIS __ DAY
OF _____, 20____.

Notary Public
My commission expires:

Signed on behalf of Augusta-Richmond County pursuant to resolution
dated _____.

FEIN _____

BY: _____
CITY CLERK
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

BY: _____
STATE UTILITIES ENGINEER

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT NO.: STP00-7001-00(009)
COUNTY: Richmond
G.D.O.T. P.I. NO.: 250510-
DATE: July 31, 2012 PA

Signed, sealed and delivered this _____
day of _____, 20____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

AUGUSTA-RICHMOND COUNTY

BE IT RESOLVED by the Mayor and the County Commission, and it is hereby resolved, that the foregoing attached Agreement, relative to project STP00-7001-00(009) P.I. No. 250510-, to widen County Road 1501/Wrightsboro Road from Jimmie Dyess Parkway to the Interstate 520 Ramps in Richmond County, Georgia, and that Deke Copenhaver as Mayor and _____, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said MAYOR and COUNTY COMMISSION OF AUGUSTA-RICHMOND COUNTY.

Passed and adopted, this the _____ day of _____, 20__.

ATTEST:

COMMISSION CLERK

BY: _____
MAYOR

STATE OF GEORGIA,

AUGUSTA-RICHMOND COUNTY

I, _____, as Commission Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the MAYOR and COUNTY COMMISSION OF AUGUSTA-RICHMOND COUNTY.

WITNESS my hand and official signature, this the _____ day of _____,
20_____.

BY: _____
COMMISSION CLERK

Item # 1



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: WATER DISTRIBUTION FACILITIES
STP00-7001-00(009), PI# 250510-, RICHMOND COUNTY

Name of Contracting Entity: AUGUSTA-RICHMOND COUNTY

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

 EEV / E-Verify™ User Identification Number

 Date of Authorization

 BY: Authorized Officer or Agent
 (Name of Person or Entity)

 Date

 Title of Authorized Officer or Agent

 Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
 BEFORE ME ON THIS THE

____ DAY OF _____, 201__

[NOTARY SEAL]

 Notary Public

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



Augusta Utilities Department

Tom Wiedmeier, P.E., Director
Jerry Delaughter, P.E., Assistant Director

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

MEMO

DATE: August 20, 2012

TO: Geri Sams, Procurement Director

FROM: Tom Wiedmeier, P.E., Utilities Director

SUBJECT: Georgia Department of Transportation Project ST000-7001-00(009), Richmond County
Widening of County Road 1501/Wrightsboro Road from Jimmie Dyess Parkway to the Interstate 520 Ramps in Richmond county

Item # 1

Augusta Utilities Department (AUD) wishes to enter into an agreement with Georgia Department of Transportation (GDOT), for the above referenced project, to include the cost of water and sewer relocation in their improvement project.

The GDOT estimated costs for this are \$1,575,412.58, of which \$1,500,000 will be paid through SPLOST funds.

I am recommending that AUD enter into the agreement with GDOT for this project.

Sincerely Yours,

Tom D. Wiedmeier

Tom Wiedmeier, P.E.



**Engineering Services Committee Meeting
9/10/2012 1:00 PM**

Approve Water and Sewer Revenue Bonds Series 2012 bond resolution and authorize the Mayor and Clerk to sign all necessary documents

Department: Utilities, Tom Wiedmeier, Director

Caption: Motion to approve Water and Sewer Revenue Bonds Series 2012 bond resolution and authorize the Mayor and Clerk to sign all necessary documents.

Background: Commission has previously approved the refunding of the Water and Sewer Revenue Bonds Series 2002. This is the next step in the process of issuing the 2012 Bond Series.

Analysis: This is the next step in the process of issuing the 2012 Bond Series.

Financial Impact: n/a

Alternatives: None

Recommendation: Approve Bond Resolution

Funds are Available in the Following Accounts: n/a

REVIEWED AND APPROVED BY:

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

MASTER BOND RESOLUTION

ADOPTED SEPTEMBER __, 2012

BY THE AUGUSTA-RICHMOND COUNTY COMMISSION

RELATING TO

**AUGUSTA, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING
AND IMPROVEMENT BONDS (SECOND RESOLUTION)
SERIES 2012**

This document was prepared by:

MURRAY BARNES FINISTER LLP
3350 Peachtree Road, Suite 1140
Atlanta, Georgia 30326
Telephone: (678) 999-0354

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	5
Section 1.1. Definitions.....	5
Section 1.2. Construction of Certain Terms.....	21
Section 1.3. Table of Contents; Titles and Headings.....	21
Section 1.4. Contents of Certificates or Opinions.....	22
ARTICLE II THE BONDS.....	23
Section 2.1. Authorization; Designation of Bonds.	23
Section 2.2. Details of Bonds.....	23
Section 2.3. Execution; Form of Series 2012 Bonds.	25
Section 2.4. Required Authentication; Proof of Ownership.	25
Section 2.5. Bond Registrar; Transfer and Exchange.....	26
Section 2.6. Lost, Destroyed, Mutilated Bonds.	26
Section 2.7. Blank Bonds.....	27
Section 2.8. Cancellation and Destruction of Bonds.	27
Section 2.9. Global Form; Securities Depository; Ownership of Series 2012 Bonds.	27
ARTICLE III REDEMPTION OF BONDS	30
Section 3.1. Optional Redemption.....	30
Section 3.2. Mandatory Sinking Fund Redemption.....	30
Section 3.3. Notice of Redemption	30
Section 3.4. Effect of Notice of Redemption.....	32
Section 3.5. Redemption Among Series.	32
Section 3.6. Selection of Bonds to be Redeemed.	32
Section 3.7. Purchase in Open Market.....	32
ARTICLE IV CONSTRUCTION FUND; CUSTODY AND APPLICATION OF PROCEEDS.....	33
Section 4.1. Construction Fund.....	33
Section 4.2. Investment of Construction Fund Moneys.....	34
Section 4.3. Funds Remaining on Completion of Projects.	35
Section 4.4. Application of Funds.....	35
Section 4.5. Redemption of Refunded Bonds.....	36
Section 4.6. Direction to Paying Agent for the Refunded Bonds.	36
Section 4.7. Creation of 2002 Defeasance Account.	36
ARTICLE V PLEDGED REVENUES AND FLOW OF FUNDS	37
Section 5.1. Pledge of Revenues; Limited Obligations.	37
Section 5.2. Funds and Accounts.....	37
Section 5.3. Revenue Fund.	39
Section 5.4. Sinking Fund.....	41
Section 5.5. Utility General Fund.	44
Section 5.6. Deposits and Security of Funds and Accounts.	46

Section 5.7.	Investment of Funds and Accounts.....	46
Section 5.8.	Valuation of Investments.....	48
Section 5.9.	Application of Excess in Sinking Fund.....	48
Section 5.10.	Disposition of Moneys After Payment of Bonds.....	48
ARTICLE VI ADDITIONAL BONDS AND SUBORDINATE BONDS.....		49
Section 6.1.	No Prior Lien Bonds nor Additional Bonds Except as Permitted in the Bond Resolution.....	49
Section 6.2.	Refunding Bonds.....	49
Section 6.3.	Additional Bonds Generally.....	49
Section 6.4.	Subordinate Bonds.....	51
Section 6.5.	Accession of Subordinate Bonds and related Subordinate Hedge Agreements to Parity Status.....	53
Section 6.6.	Adoption of Proceedings and Validation.....	53
Section 6.7.	Proceedings Authorizing Additional Bonds.....	54
Section 6.8.	Applicability to Additional Bonds.....	54
Section 6.9.	Financial Facilities and Hedge Agreements.....	54
Section 6.10.	Other Obligations.....	55
Section 6.11.	Abrogation of Right to Issue Bonds under the Prior Lien Resolution.....	55
ARTICLE VII DEPOSITORIES OF MONEYS AND SECURITIES FOR DEPOSITS		56
Section 7.1.	Depository; Security for Deposits.....	56
Section 7.2.	Successor Custodians and Depositories.....	56
ARTICLE VIII GENERAL PROVISIONS.....		57
Section 8.1.	Rate Covenant.....	57
Section 8.2.	Maintenance of the System in Good Condition.....	58
Section 8.3.	Insurance.....	58
Section 8.4.	No Sale, Lease, or Encumbrance; Exceptions.....	59
Section 8.5.	Books, Records, and Accounts.....	60
Section 8.6.	Rights of Inspection.....	61
Section 8.7.	No Impairment of Rights.....	61
Section 8.8.	Satisfaction of Liens.....	61
Section 8.9.	Compulsory Sewer Connections.....	61
Section 8.10.	Enforcement of Charges and Connections.....	61
Section 8.11.	Payments.....	62
Section 8.12.	No Loss of Lien on Revenues.....	62
Section 8.13.	Annual Budget.....	62
Section 8.14.	Tax Provisions.....	62
Section 8.15.	Payments to Consolidated Government Must be in Money.....	64
Section 8.16.	Continuing Disclosure for Series 2012 Bonds.....	64
ARTICLE IX EVENTS OF DEFAULT AND REMEDIES		65
Section 9.1.	Definition of Events of Default.....	65
Section 9.2.	Remedies.....	66
Section 9.3.	Remedies Cumulative.....	68
Section 9.4.	Waiver of Default.....	68

Section 9.5.	Application of Moneys After Default	68
Section 9.6.	Rights of Credit Facility Issuer	70
ARTICLE X BOND OWNERSHIP		71
Section 10.1.	Manner of Evidencing Ownership of Bonds.	71
Section 10.2.	Call of Meetings of Bondholders.....	71
Section 10.3.	Proxies and Proof of Ownership of Bonds.	72
Section 10.4.	Appointment of Officers at Meeting of Bondholders.....	72
Section 10.5.	Quorum at Meetings of Bondholders.....	72
Section 10.6.	Meetings.....	72
ARTICLE XI DEFEASANCE		73
Section 11.1.	Provision for Payment.....	73
ARTICLE XII SUPPLEMENTAL RESOLUTIONS.....		74
Section 12.1.	Supplemental Resolutions Not Requiring Consent of Bondholders.....	74
Section 12.2.	Supplemental Resolutions Requiring Consent of Bondholders.....	75
Section 12.3.	Notice of Supplemental Resolutions.....	76
ARTICLE XIII MISCELLANEOUS PROVISIONS.....		78
Section 13.1.	Severability.	78
Section 13.2.	Requests of Consolidated Government.....	78
Section 13.3.	Validation of Series 2012 Bonds.	78
Section 13.4.	Approval of Offering Documents; Winning Bidder.....	78
Section 13.5.	Approval of Series 2012 Paying Agent and Bond Registrar Agreement.....	79
Section 13.6.	Approval of Series 2012 Custodian and Depository Agreement.....	79
Section 13.7.	Payments Due on Saturdays, Sundays, etc.	79
Section 13.8.	Waiver of Bond Audit.....	79
Section 13.9.	Effective Date.	80
Section 13.10.	Applicable Provisions of Law.....	80
Section 13.11.	Repeal of Conflicting Resolutions.....	80
Section 13.12.	No Individual Responsibility of Commissioners and Officers of Consolidated Government.	80
Section 13.13.	General Authorization.....	80
Section 13.14.	Bond Resolution Constitutes a Contract.	80
Exhibit A	Form of Series 2012 Bond	
Exhibit B	Tax Policy	
Exhibit C	Form of Redemption Notice	

A MASTER BOND RESOLUTION PROVIDING FOR THE ISSUANCE OF WATER AND SEWERAGE REVENUE REFUNDING AND IMPROVEMENT BONDS (SECOND RESOLUTION), SERIES 2012; TO PROVIDE FUNDS TO PAY OR TO BE APPLIED TOWARD THE COST OF ACQUIRING BY REDEMPTION, PAYMENT OR OTHERWISE ALL OF THE OUTSTANDING AUGUSTA, GEORGIA WATER AND SEWERAGE REVENUE BONDS, SERIES 2002; TO PROVIDE FOR THE ISSUANCE UNDER CERTAIN TERMS AND CONDITIONS OF ADDITIONAL PARITY BONDS; TO PROVIDE FOR THE CREATION AND MAINTENANCE OF CERTAIN FUNDS; TO RATIFY AND AUTHORIZE THE PREPARATION, USE AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE OFFER AND SALE OF THE SERIES 2012 BONDS; TO AUTHORIZE THE SALE OF THE SERIES 2012 BONDS TO THE WINNING BIDDER; TO PROVIDE FOR THE ANNUAL SUBMISSION OF CERTAIN FINANCIAL INFORMATION AND OPERATING DATA PURSUANT TO RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION AND FOR OTHER PURPOSES:

WHEREAS, under the provisions of Article IX, Section III, Paragraph II(a) of the Constitution of the State of Georgia and an act of the General Assembly of the State of Georgia (Georgia Laws 1995, p. 3648 *et seq.*, as amended—the “**Act**”), and pursuant to referenda, as authorized and required by the Act, which were held within the City of Augusta (the “**City**”) and Richmond County (the “**County**”), the City and the County (excluding the area within the City of Hephzibah and the Town of Blythe, Georgia) were consolidated into a consolidated government now known as “Augusta, Georgia” (the “**Consolidated Government**”); and

WHEREAS, the Act was amended by subsequent acts, including Georgia Laws 1997, p. 4024 *et seq.*, which provides:

Said county-wide government shall be a new political entity, a body politic and corporate, and a political subdivision of the state to be known as “Augusta, Georgia,” at times in this Act called the “consolidated government” or “Augusta-Richmond County,” having all the governmental and corporate powers, duties, and functions heretofore held by and vested in the Consolidated Government of Augusta and Richmond County, and also the powers, duties, and functions provided in this charter; and

WHEREAS, pursuant to the Act, the Consolidated Government now constitutes a county and a municipality under the laws and the Constitution of the State of Georgia, and is a political subdivision of the State of Georgia in the exercise of the respective powers of a municipality and a county; and

WHEREAS, pursuant to the Act, the water and sewerage systems of the City and the County are owned and operated by the Consolidated Government and pursuant to the 1996

Resolution (hereinafter defined) have been combined into one revenue producing undertaking; and

WHEREAS, the Consolidated Government acting by and through its governing body, the Augusta-Richmond County Commission (the “**Commission**”), by virtue of the authority of the Constitution of the State of Georgia, the Act and Title 36, Chapter 82, Article 3 of the Official Code of Georgia Annotated, as amended (the “**Revenue Bond Law**”), is authorized to issue revenue bonds to acquire by redemption, payment or otherwise all or any part of the Consolidated Government’s outstanding water and sewerage revenue obligations, to fund in part a reasonably required debt service reserve and to acquire additional water and sewerage facilities by the addition thereto of improvements to the Consolidated Government’s water and sewerage system, as now existent and as hereafter added to, extended, improved and equipped (the “**System**”), and to construct such additions, and to operate and maintain the System for its own use, and for the use of the public and to prescribe and revise rates, and to collect fees and charges for the services, facilities and commodities furnished by the System; and

WHEREAS, pursuant to a resolution adopted on October 21, 1996 (the “**1996 Resolution**”), as supplemented and amended (as hereafter more specifically defined in this Master Bond Resolution, the “**Prior Lien Resolution**”), the Consolidated Government has heretofore authorized, issued and delivered its (i) \$62,880,000 original aggregate principal amount of Richmond County Water and Sewerage Revenue Refunding and Improvement Bonds, Series 1996A (the “**Series 1996A Bonds**”) which have been paid in full; (ii) \$5,910,000 original aggregate principal amount of Richmond County Water and Sewerage Revenue Refunding Bonds, Series 1997 (the “**Series 1997 Bonds**”), which have been paid in full; (iii) \$97,080,000 original aggregate principal amount of Augusta, Georgia Water and Sewerage Revenue Bonds, Series 2000 (the “**Series 2000 Bonds**”) which are currently outstanding in the principal amount of \$2,485,000 and are due and payable in full on October 1, 2012; (iv) \$149,400,000 original aggregate principal amount of Augusta, Georgia Water and Sewerage Revenue Bonds, Series 2002 (the “**Series 2002 Bonds**”), which are currently outstanding in the aggregate principal amount of \$98,875,000; (v) \$160,000,000 original aggregate principal amount of Augusta, Georgia Water and Sewerage Revenue Bonds, Series 2004 (the “**Series 2004 Bonds**”), currently outstanding in the aggregate principal amount of \$160,000,000; and (vi) \$177,010,000 original aggregate principal amount of Augusta, Georgia Water and Sewerage Revenue Refunding Bonds, Series 2007 (the “**Series 2007 Bonds**”), which are currently outstanding in the aggregate principal amount of \$169,490,000 (the Series 2004 Bonds and the Series 2007 Bonds that will be outstanding upon the issuance and delivery of the Series 2012 Bonds (hereafter described) are herein referred to as the “**Prior Lien Bonds**”); and

WHEREAS, the Prior Lien Bonds are payable from and secured by a first lien and pledge of “pledged revenues” (as defined in the Prior Lien Resolution) of the System; and

WHEREAS, the Consolidated Government has determined that it will not issue any additional bonds or obligations of any kind payable from a lien on pledged revenues of the System ranking as to such lien on the pledged revenues of the System created by the Prior Lien Resolution on a parity with the Prior Lien Bonds; and

WHEREAS, the Consolidated Government has determined that there is a need for the acquisition and construction of improvements, betterments, and extensions of the System, all as generally described in the report dated September __, 2012, as amended, prepared by ZEL Engineers, Augusta, Georgia, and in accordance or substantially in accordance with plans and specifications on file from time to time with the Consolidated Government (the “**Series 2012 Project**”), and the Consolidated Government presently anticipates that the cost of the Series 2012 Project will be approximately \$40,000,000; and

WHEREAS, after a thorough and detailed review and upon the recommendation from Public Financial Management, Inc. (the “**Financial Advisor**”), the Consolidated Government has determined that due to present market conditions and in order to achieve debt service savings on certain of the Consolidated Government’s now outstanding bonded indebtedness, the Consolidated Government at this time should refund the Series 2002 Bonds maturing October 1, 2018, October 1, 2027 and October 1, 2032 and currently outstanding in the aggregate principal amount of \$95,740,000 (the “**Refunded Bonds**”); and

WHEREAS, the Financial Advisor has further recommended, and the Consolidated Government has concurred, that such refunding of the Refunded Bonds should be accomplished by making due and legal provision for the redemption on October 19, 2012 of the Refunded Bonds by paying the principal amount thereof and the interest to accrue thereon until such date of redemption and the payment of all expenses necessary to accomplish the foregoing; and

WHEREAS, a portion of the proceeds derived from the sale of the Series 2012 Bonds, together with all sinking fund accruals allocable to the Refunded Bonds, will be deposited in trust, simultaneously with the issuance and delivery of the Series 2012 Bonds (hereinafter defined), into a special segregated account designated as the “2002 Defeasance Account” with U.S. Bank National Association, Atlanta, Georgia, as successor Bond Registrar and Paying Agent for the Series 2002 Bonds (the “2002 Paying Agent”), in an amount sufficient without investment to pay the principal of and interest on the Refunded Bonds to the October 19, 2012 redemption date, all as hereinafter provided; and

WHEREAS, upon the refunding of the Refunded Bonds, the Series 2004 Bonds outstanding in the entire aggregate principal amount of \$160,000,000 and the Series 2007 Bonds outstanding in the aggregate principal amount of \$167,520,000 will be the only revenue obligations of the Consolidated Government outstanding having as security for the payment thereof and interest thereon a first or prior lien on the “pledged revenues” of the System and the Consolidated Government has been and is now complying and will continue to comply in all respects with the applicable terms, covenants and provisions of the Prior Lien Resolution; and

WHEREAS, the Consolidated Government has determined that it is in the best interests of the citizens of the area served by the System for the Consolidated Government to make the additions, extensions, and improvements to the System described above as the Series 2012 Project, and the Consolidated Government has determined that the most feasible means of (i) financing the Series 2012 Project, (ii) refunding the Refunded Bonds, (iii) funding a debt service reserve account for the Series 2012 Bonds and (iv) paying the costs of issuance of the Series 2012 Bonds is through the issuance of its water and sewerage revenue bonds on the terms described in this Master Bond Resolution to be designated as “Augusta, Georgia Water and

Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012” (the “**Series 2012 Bonds**”) in an aggregate principal amount of \$ _____; and

WHEREAS, the Series 2012 Bonds will be secured by a second lien on the Pledged Revenues (hereinafter defined) of the System; and

WHEREAS, the Consolidated Government proposes to provide for the issuance (from time to time, under certain circumstances as described herein) of Additional Bonds (hereinafter defined) ranking as to lien on the Pledged Revenues on a parity with the lien thereon securing the Series 2012 Bonds and Subordinate Bonds (hereafter defined); and

WHEREAS, the Consolidated Government has offered the Series 2012 Bonds for competitive sale pursuant to an Official Notice of Sale and a Preliminary Official Statement (the “**Preliminary Official Statement**”); and

WHEREAS, bids have been received pursuant to the Official Notice of Sale for all of the Series 2012 Bonds and the Consolidated Government wishes to approve _____ (the “**Purchaser**”), as the winning bidder for the Series 2012 Bonds; and

WHEREAS, it is proposed that the Consolidated Government should ratify the preparation, use and distribution of the Preliminary Official Statement and authorize the execution, use and distribution of an Official Statement relating to the Series 2012 Bonds; and

WHEREAS, it is further proposed that the Consolidated Government should authorize the execution, delivery and performance of a Continuing Disclosure Certificate, dated the date of the issuance and delivery of the Series 2012 Bonds; and

WHEREAS, it is further proposed that the Consolidated Government should appoint a paying agent and registrar and various fund depositories for the Series 2012 Bonds; and

WHEREAS, the Consolidated Government proposes to adopt certain policies and procedures with respect to tax-exempt debt (the “**Tax Policy**”), a form of which is attached hereto as Exhibit B;

NOW, THEREFORE, BE IT RESOLVED by the Augusta-Richmond County Commission, as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions.

In addition to the terms hereinabove defined, whenever the following terms are used in this Master Bond Resolution, the same, unless the context shall clearly indicate another or different meaning or intent, shall be construed or used and are intended to have the following meaning:

“Accreted Value” means, with respect to each Compound Interest Bond, the principal amount of such Compound Interest Bond, plus, on the date of calculation, the interest accrued thereon to such date compounded at the interest rate thereof on each compounding date contained in such Compound Interest Bond, and, with respect to any calculation on a date other than a compounding date, the Accreted Value means the Accreted Value as of the preceding compounding date plus interest on such amount from such compounding date to the date of calculation at a rate equal to the interest rate on such Compound Interest Bond.

“Additional Bonds” means any revenue bonds of the Consolidated Government ranking on parity with the Series 2012 Bonds which may hereafter be issued pursuant to Sections 6.2 and 6.3 of this Master Bond Resolution.

“Additional Interest” means, for any period during which any Pledged Bonds are owned by a Liquidity Facility Issuer pursuant to a Liquidity Facility or Liquidity Facility Agreement, the amount of interest accrued on such Pledged Bonds at the Pledged Bond Rate less the amount of interest that would have accrued during such period on an equal principal amount of Bonds at the Bond Rate.

“Annual Budget” means the annual budget of the Consolidated Government relating to the System (which shall include all costs, obligations, and expenses properly allocable to the System), as amended or supplemented in accordance with established procedures of the Consolidated Government, adopted or in effect for a particular Fiscal Year.

“Authorized Denominations” means (a) with respect to the Series 2012 Bonds, \$5,000 and any integral multiple thereof and (b) with respect to future series of Bonds, the authorized denominations specified in the Series Resolution authorizing such Bonds.

“Balloon Bonds” means any series of Bonds 25% or more of the original principal amount of which (i) is due in any 12-month period or (ii) may, at the option of the Bondholders, be required to be redeemed, prepaid, purchased directly or indirectly by the Consolidated Government, or otherwise paid in any 12-month period; provided that, in calculating the principal amount of such Bonds due or required to be redeemed, prepaid, purchased, or otherwise paid in any 12-month period, such principal amount shall be reduced to the extent that all or any portion of such amount is required to be redeemed or amortized prior to such 12-month period.

“Balloon Date” means any Principal Maturity Date or Put Date on which more than 25% of the original principal amount of related Balloon Bonds mature or are subject to mandatory redemption or could, at the option of the Bondholders, be required to be redeemed, prepaid, purchased directly or indirectly by the Consolidated Government, or otherwise paid.

“Beneficial Owner” means the owner of a beneficial interest in the Bonds registered in Book-Entry Form.

“Bond Counsel” means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing appointed by the Consolidated Government.

“Bond Rate” means the rate of interest per annum payable on specified Bonds other than Pledged Bonds.

“Bond Register” means the registration books maintained and to be maintained by the Bond Registrar.

“Bond Registrar” means the commercial bank designated by the Consolidated Government with respect to any series of Bonds. Such Bond Registrar shall perform the duties required of Bond Registrar set forth in the Bond Resolution. U.S. Bank National Association is hereby designated as Bond Registrar for the Series 2012 Bonds.

“Bond Resolution” means this Master Bond Resolution as it may from time to time be modified, supplemented, or amended by Supplemental Resolutions.

“Bondholder” means the registered owner of one or more Bonds.

“Bonds” means any revenue bonds authorized by and authenticated and delivered by the Consolidated Government pursuant to the Bond Resolution, including the Series 2012 Bonds, any Additional Bonds and Subordinate Bonds.

“Book-Entry Form” or **“Book-Entry System”** means, with respect to the Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in Bonds and bond service charges may be transferred only through book-entry and (b) physical Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with physical Bonds in the custody of a Securities Depository.

“Capitalized Interest Account” means the Capitalized Interest Account within the Sinking Fund established in Article V.

“Code” means the Internal Revenue Code of 1986, as amended and any regulations promulgated thereunder.

“Commitment,” when used with respect to Balloon Bonds, means a binding written commitment from a financial institution, surety, or insurance company to refinance such Bonds on or prior to any Balloon Date thereof, including without limitation any Liquidity Facility for such Bonds.

“Compound Interest Bonds” means Bonds that bear interest which is calculated based on periodic compounding, payable only at maturity or earlier redemption.

“Consolidated Government” means Augusta, Georgia, a political subdivision of the State, existing as such pursuant to the Constitution, statutes and laws of the State.

“Construction Fund” means the Augusta, Georgia Water and Sewerage Construction Fund created in Section 4.1.

“Construction Fund Depository” means the commercial bank appointed by the Consolidated Government to maintain the Construction Fund.

“Costs,” with respect to any Project, means the total cost, paid or incurred, to study, plan, design, finance, acquire, construct, reconstruct, install, or otherwise develop the Project and shall include, but shall not be limited to, the following costs and expenses relating to such Project and the reimbursement to the Consolidated Government for any such items previously paid by the Consolidated Government:

- (i) the cost of all lands, real or personal properties, rights, easements, and franchises acquired;
- (ii) the cost of all machinery and equipment, financing charges, and interest prior to and during construction and for six months after completion of construction;
- (iii) the cost of the acquisition, construction, reconstruction, or installation of any Project;
- (iv) the cost of engineering, architectural, development, and supervisory services, fiscal agents’ and legal expenses, plans and specifications, and other expenses necessary or incident to determining the feasibility or practicability of any Projects, administrative expenses, and such other expenses as may be necessary or incident to any financing by Bonds;
- (v) the cost of placing any Project in operation;
- (vi) the cost of condemnation of property necessary for such construction and operation;
- (vii) the costs of issuing any Bonds to finance any Project or to refund any Bonds; and
- (viii) any other costs that may be incident to any Project.

“Credit Facility” means any letter of credit, insurance policy, guaranty, surety bond, or similar obligation, arrangement, or instrument issued by a bank, insurance company, or other financial institution that is used by the Consolidated Government to enhance the Consolidated Government’s credit by assuring owners of any of the Bonds that principal of and interest on

such Bonds will be paid promptly when due. The term Credit Facility shall not include a Reserve Account Credit Facility.

“Credit Facility Agreement” means an agreement between the Consolidated Government and a Credit Facility Issuer pursuant to which the Credit Facility Issuer issues a Credit Facility and may include the promissory note or other instrument evidencing the Consolidated Government’s obligations to a Credit Facility Issuer pursuant to a Credit Facility Agreement. The term Credit Facility Agreement shall not include a Reserve Account Credit Facility.

“Credit Facility Issuer” means any issuer of a Credit Facility then in effect for all or part of the Bonds. The term Credit Facility Issuer shall not include any Reserve Account Credit Facility Provider. Whenever in the Bond Resolution the consent of the Credit Facility Issuer is required, such consent shall only be required from the Credit Facility Issuer whose Credit Facility is issued with respect to the Bonds for which the consent is required.

“Current Interest Bonds” means those Bonds that bear interest payable on a periodic basis and that are not Compound Interest Bonds.

“Debt Service Account” means the Debt Service Account created within the Sinking Fund.

“Debt Service Requirement” means the total principal and interest coming due, whether at maturity or upon mandatory redemption, in any specified period. For purposes of calculating the Debt Service Requirement, the following assumptions shall be used:

(a) If any Bonds Outstanding or proposed to be issued shall bear interest at a Variable Rate, the interest coming due in any specified future period shall be determined as if the Variable Rate in effect at all times during such future period equaled (1) the average of the actual Variable Rates that were in effect (weighted according to the length of the period during which each such Variable Rate was in effect) for the most recent twelve-month period immediately preceding the date of calculation for which such information is available (or shorter period if such information is not available for a twelve-month period), or (2) if no such Bonds are then Outstanding, the thirty year *Revenue Bond Index* most recently published in The Bond Buyer or if the *Revenue Bond Index* is no longer available, the current average annual long-term fixed rate of interest on securities of similar quality and having a similar maturity date as certified by a Financial Advisor.

(b) If any Compound Interest Bonds are Outstanding or proposed to be issued, the total principal and interest coming due in any specified period shall be determined, with respect to such Compound Interest Bonds, by Series Resolution of the Consolidated Government authorizing such Compound Interest Bonds.

(c) With respect to any Bonds secured by a Financial Facility, Debt Service Requirement shall include (i) any commission or commitment fee obligations with respect to such Financial Facility, (ii) the outstanding amount of any Reimbursement

Obligation owed to the relevant Financial Facility Issuer and interest thereon, (iii) any Additional Interest owed on Pledged Bonds to a Liquidity Facility Issuer, and (iv) any remarketing agent fees.

(d) With respect to any Hedged Bonds, the interest on such Hedged Bonds during any Hedge Period and for so long as the provider of the related Hedge Agreement has not defaulted on its payment obligations thereunder shall be calculated by adding (x) the amount of interest payable by the Consolidated Government on such Hedged Bonds pursuant to their terms and (y) the amount of Hedge Payments payable by the Consolidated Government under the related Hedge Agreement and subtracting (z) the amount of Hedge Receipts payable by the provider of the related Hedge Agreement at the rate specified in the related Hedge Agreement; provided, however, that to the extent that the provider of any Hedge Agreement is in default thereunder, the amount of interest payable by the Consolidated Government on the related Hedged Bonds shall be the interest calculated as if such Hedge Agreement had not been executed. In determining the amount of Hedge Payments or Hedge Receipts that are not fixed throughout the Hedge Period (*i.e.*, which are variable), payable or receivable for any future period, such Hedge Payments or Hedge Receipts for any period of calculation (the “**Determination Period**”) shall be computed by assuming that the variables comprising the calculation (*e.g.*, indices) applicable to the Determination Period are equal to the average of the actual variables that were in effect (weighted according to the length of the period during which each such variable was in effect) for the most recent twelve-month period immediately preceding the date of calculation for which such information is available (or shorter period if such information is not available for a twelve-month period).

(e) For the purpose of calculating the Debt Service Requirement on Balloon Bonds (1) which are subject to a Commitment or (2) which do not have a Balloon Date within 12 months from the date of calculation, such Bonds shall be assumed to be amortized in substantially equal annual amounts to be paid for principal and interest over an assumed amortization period of 25 years at an assumed interest rate (which shall be the thirty year *Revenue Bond Index* most recently published in The Bond Buyer or if the *Revenue Bond Index* is no longer available, the interest rate certified by a Financial Advisor to be the interest rate at which the Consolidated Government could reasonably expect to borrow the same amount by issuing Bonds with the same priority of lien as such Balloon Bonds and with a 25-year term); provided, however, that if the maturity of such Bonds (taking into account the term of any Commitment) is in excess of 25 years from the date of issuance, then such Bonds shall be assumed to be amortized in substantially equal annual amounts to be paid for principal and interest over an assumed amortization period of years equal to the number of years from the date of issuance of such Bonds to maturity (including the Commitment) and at the interest rate applicable to such Bonds.

(f) For the purpose of calculating the Debt Service Requirement on Balloon Bonds (1) which are not subject to a Commitment and (2) which have a Balloon Date within 12 months from the date of calculation, the principal payable on such Bonds on the Balloon Date shall be calculated as if paid on the Balloon Date.

(g) The principal of and interest on Bonds and Hedge Payments shall be excluded from the determination of Debt Service Requirement to the extent that the same were or are expected to be paid with amounts on deposit on the date of calculation (or Bond proceeds to be deposited on the date of issuance of proposed Bonds) in the Construction Fund, the Sinking Fund, or a similar fund for Subordinate Bonds.

(h) With respect to any Federal Credit Payment Bonds, the interest on such Federal Credit Payment Bonds for so long as the Federal government continues to pay the Federal Credit Payments to the Consolidated Government shall be calculated by subtracting the amount of Federal Credit Payments paid or payable by the Federal government with respect to such Federal Credit Payment Bonds from the amount of interest payable by the Consolidated Government on such Federal Credit Payment Bonds pursuant to their terms.

“Debt Service Reserve Account” means the Debt Service Reserve Account within the Sinking Fund established in Article IV.

“Debt Service Reserve Requirement” means as of any date of calculation, an amount equal to the least of (a) 10% of the original principal amount of Senior Bonds, (b) 50% of the maximum annual Debt Service Requirement on Senior Bonds payable in any Fiscal Year or (c) 125% of the average annual Debt Service Requirement on Senior Bonds payable in the then current or any succeeding Fiscal Year.

“Depository” means the depository of each fund established under the Bond Resolution, and any successor depository of such fund hereafter designated by the Consolidated Government in a Supplemental Resolution.

“DTC” means The Depository Trust Company, New York, New York, or its nominee, or its successors and assigns, or any other depository performing similar functions under the Bond Resolution.

“Engineering Report” means any engineering report related to Projects to be acquired, constructed, installed or equipped with the proceeds of any Bonds.

“Event of Default” means any of the events defined as such in Article IX.

“Expenses of Operation and Maintenance” means all expenses reasonably incurred in connection with the operation and maintenance of the System, including salaries, wages, the cost of materials and supplies, rentals of leased property, if any, management fees, payments to others for the purchase of water, if any, and for the treatment and disposal of sewerage, the cost of audits, Paying Agent’s and Bond Registrar’s fees, payment of premiums for insurance required by the Bond Resolution and other insurance that the Consolidated Government deems prudent to carry on the System and its operations and personnel, and, generally, all expenses, exclusive of interest on the Bonds and the Prior Lien Bonds and depreciation or amortization, that under accounting principles generally accepted for municipal utility purposes are properly allocable to operation and maintenance; however, only such expenses as are reasonably and properly necessary or desirable for the proper operation and maintenance of the System shall be included.

“Expenses of Operation and Maintenance” also includes the Consolidated Government’s obligations under any contract with any other political subdivision or public agency or authority of one or more political subdivisions pursuant to which the Consolidated Government undertakes to make payments measured by the expenses of operating and maintaining any facility that constitutes part of the System and that is owned or operated in part by the Consolidated Government and in part by others.

“Federal Credit Payment Bonds” means any Bonds for which the Consolidated Government shall be entitled to receive Federal Credit Payments.

“Federal Credit Payments” means any periodic direct federal credit payments required to be paid by the Federal government to the Consolidated Government relating to any series of Bonds in an amount equal to a percentage of the interest payments on such Bonds if the Consolidated Government irrevocably elected in a Supplemental Resolution authorizing the issuance of such Bonds to include such direct federal credit payments in the definition of “Operating Revenues” herein.

“Financial Advisor” means an investment banking or financial advisory firm, commercial bank, or any other Person who or which is appointed by the Consolidated Government for the purpose of passing on questions relating to the availability and terms of specified types of Bonds and is actively engaged in and, in the good faith opinion of the Consolidated Government, has a favorable reputation for skill and experience in underwriting or providing financial advisory services in respect of similar types of securities.

“Financial Facility” means a Credit Facility or a Liquidity Facility.

“Financial Facility Agreement” means a Credit Facility Agreement or a Liquidity Facility Agreement.

“Financial Facility Issuer” means a Credit Facility Issuer or a Liquidity Facility Issuer.

“Fiscal Year” means the 12-month period used by the Consolidated Government for its general accounting purposes, as it may be changed from time to time. The Fiscal Year at the time this Master Bond Resolution was adopted began on January 1 and ended on December 31 of the same year.

“Fitch” means Fitch, Inc., doing business as Fitch Ratings, or, if such limited partnership is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Consolidated Government. The notice address of Fitch shall be One State Street Plaza, New York, New York 10004.

“Forecast Period” means a period of five consecutive Fiscal Years commencing with the Fiscal Year after the later of (1) the Fiscal Year in which any proposed Additional Bonds are to be issued or (2) the Fiscal Year in which any Project to be financed with the proceeds of any proposed Additional Bonds is expected to be completed.

“Government Loans” means loans to the Consolidated Government by the government of the United States or the State, or by any department, authority, or agency of either, for the purpose of acquiring, constructing, reconstructing, improving, bettering, or extending any part of the System.

“Government Obligations” means (a) obligations of the United States and of its agencies and instrumentalities, (b) obligations fully insured or guaranteed by the United States government or United States government agency or (c) obligations of any corporation of the United States government (including any obligations described in (a), (b) or (c) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America).

“Hedge Agreement” means, without limitation, (i) any contract known as or referred to or which performs the function of an interest rate swap agreement, currency swap agreement, forward payment conversion agreement, or futures contract; (ii) any contract providing for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (iii) any contract to exchange cash flows or payments or series of payments; (iv) any type of contract called, or designed to perform the function of, interest rate floors, collars, or caps, options, puts, or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate, or other financial risk; and (v) any other type of contract or arrangement that the Consolidated Government determines is to be used, or is intended to be used, to manage or reduce the cost of any Bonds, to convert any element of any Bonds from one form to another, to maximize or increase investment return, to minimize investment return risk, or to protect against any type of financial risk or uncertainty.

“Hedge Payments” means amounts payable by the Consolidated Government pursuant to any Hedge Agreement, other than termination payments, fees, expenses, and indemnity payments.

“Hedge Payments Account” means the Hedge Payments Account within the Sinking Fund established in Article V.

“Hedge Period” means the period during which a Hedge Agreement is in effect.

“Hedge Receipts” means amounts payable by any provider of a Hedge Agreement pursuant to such Hedge Agreement, other than termination payments, fees, expenses, and indemnity payments.

“Hedged Bonds” means any Bonds for which the Consolidated Government shall have entered into a related Hedge Agreement.

“Independent Certified Public Accountant” means a certified public accountant, or a firm of certified public accountants, who or which is “independent” as that term is defined in Rule 101 and related interpretations of the Code of Professional Ethics of the American Institute of Certified Public Accountants, of recognized standing, who or which does not devote his or its full time to the Consolidated Government (but who or which may be regularly retained by the Consolidated Government).

“Independent Consulting Engineer” means a firm of engineers or utility consultants experienced in the planning and management of water and sewer systems and having a nationally recognized reputation for such work.

“Interest Payment Date” means (a) with respect to the Series 2012 Bonds, each April 1 and October 1, commencing April 1, 2013 and (b) with respect to other series of Bonds, the interest payment date specified in the Supplemental Resolution authorizing such Bonds.

“Investment Earnings” means all interest received on and profits derived from investments made with Pledged Revenues or any moneys in the funds and accounts established under Article V.

“Liquidity Facility” means any letter of credit, standby bond purchase agreement, line of credit, revolving credit agreement, or similar obligation, arrangement, or instrument issued by a bank, insurance company, or other financial institution that is used by the Consolidated Government to perform one or more of the following tasks: (i) providing liquidity for the owners of Bonds through undertaking to cause Bonds to be bought from the owners thereof when submitted pursuant to an arrangement prescribed by a Series Resolution; or (ii) remarketing any Bonds so submitted to the Liquidity Facility Issuer (whether or not the same Liquidity Facility Issuer is remarketing the Bonds).

“Liquidity Facility Agreement” means an agreement between the Consolidated Government and a Liquidity Facility Issuer pursuant to which the Liquidity Facility Issuer issues a Liquidity Facility and may include the promissory note or other instrument evidencing the Consolidated Government’s obligations to a Liquidity Facility Issuer pursuant to a Liquidity Facility Agreement.

“Liquidity Facility Issuer” means any issuer of a Liquidity Facility then in effect for all or part of the Bonds.

“Moody’s” means Moody’s Investors Service, Inc. or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Consolidated Government. The notice address of Moody’s shall be 7 World Trade Center, 250 Greenwich Street, New York, New York 10007.

“Net Operating Revenues” means Operating Revenues after provision for payment of all Expenses of Operation and Maintenance and excluding Federal Credit Payments and including any PILOT payments and PILOF payments.

“Operating Revenues” means all income and revenue of any nature derived from the operation of the System, including monthly water and sewerage billings, service charges, other charges for water and sewerage service and the availability thereof (other than any special assessment proceeds), connection or tap fees (whether accounted for as revenues or as contributed capital), local, state, or federal grants or other moneys received for the payment of Expenses of Operation and Maintenance and any Federal Credit Payments, but excluding local,

state, or federal grants, loans, capital improvement contract payments, or other moneys received for capital improvements to the System and excluding Investment Earnings.

“Other System Obligations” means obligations of any kind, including but not limited to, Government Loans, revenue bonds, capital leases, installment purchase agreements, or notes (but excluding Bonds and related obligations to Financial Facility Issuers, Reserve Account Credit Facility Providers and Qualified Hedge Providers), incurred or issued by the Consolidated Government to finance or refinance the cost of acquiring, constructing, reconstructing, improving, bettering, or extending any part of the System or for any other purpose with respect to the System.

“Outstanding” means, when used in reference to the Bonds, all Bonds that have been duly authenticated and delivered under the Bond Resolution, with the exception of (a) Bonds in lieu of which other Bonds have been issued under agreement to replace lost, mutilated, stolen, or destroyed obligations, (b) Bonds surrendered by the owners in exchange for other Bonds under Section 2.6 or Section 3.4, and (c) Bonds for the payment of which provision has been made in accordance with Article IX. In determining the amount of Compound Interest Bonds Outstanding under the Bond Resolution, the Accreted Value of such Compound Interest Bonds at the time of determination shall be used.

“Participants” means those financial institutions for which the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository in the Book-Entry System, as such listing exists at the time of such reference.

“Paying Agent” means initially U.S. Bank National Association, Atlanta, Georgia and the commercial bank or banks appointed by the Consolidated Government to serve as paying agent in accordance with the terms of the Bond Resolution for any series of Bonds.

“Permitted Investments” means and includes any of the following securities, if and to the extent the same are at the time legal for investment of Consolidated Government funds:

(a) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated, as amended;

(b) bonds or obligations of the Consolidated Government, or bonds or obligations of the State of Georgia, or of other counties, municipal corporations, and political subdivisions of the State of Georgia;

(c) bonds or other obligations of the United States or of subsidiary corporations of the United States government which are fully guaranteed by such government;

(d) obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally

recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(e) bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;

(f) certificates of deposit of national or state banks located within the State of Georgia which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State of Georgia which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any proceeds of any bonds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State of Georgia or with a trust office located within the State of Georgia, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State of Georgia or other states or of any county or municipal corporation in the State of Georgia, obligations of the United States or subsidiary corporations referred to in paragraph (c) above, obligations of the agencies and instrumentalities of the United States government referred to in paragraph (d) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities referred to in paragraph (e) above;

(g) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(i) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referred to in paragraph (c) and (d) above and repurchase agreements fully collateralized by any such obligations;

(ii) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(iii) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(iv) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State of Georgia; and

(h) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys; and

(i) any other investments authorized by the laws of the State of Georgia from time to time.

“Person” means any natural person, firm, association, corporation, limited liability company, partnership, joint stock company, joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

“PILOF” means payments in lieu of franchise fees paid from Operating Revenues to the Consolidated Government intended to approximate franchise fees paid by other utility companies providing services within the Consolidated Government and calculated as a percentage of metered revenue of the System.

“PILOT” means payments in lieu of taxes paid from Operating Revenues to the Consolidated Government equal to the ad valorem property taxes that would be payable on the net depreciated value of above-ground System structures if such assets were subject to ad valorem property tax.

“Pledged Bond” means any Bond purchased and held by a Liquidity Facility Issuer pursuant to a Liquidity Facility Agreement. A Bond shall be deemed a Pledged Bond only for the actual period during which such Bond is owned by a Liquidity Facility Issuer pursuant to a Liquidity Facility Agreement.

“Pledged Bond Rate” means the rate of interest payable on Pledged Bonds, as may be provided in a Liquidity Facility or Liquidity Facility Agreement.

“Pledged Revenues” means Operating Revenues, after provision for payment of all Expenses of Operations and Maintenance, and Investment Earnings; provided that on and after the date the Prior Lien Bonds are no longer outstanding under the Prior Lien Resolution, Pledged Revenues shall also include Hedge Receipts and exclude any amounts required in the Bond Resolution to be set aside pending, or used for, rebate to the United States government pursuant to Section 148(f) of the Code, including, but not limited to, amounts in the Rebate Fund.

The term **“principal”** means the principal amount of any Bond and includes the Accreted Value of any Compound Interest Bonds. All references to principal shall be construed as if they were also references to Accreted Value with respect to Compound Interest Bonds.

“Principal Maturity Date” means each date on which principal is to become due on any Bonds, by maturity or mandatory sinking fund redemption, as established in the Series Resolution for such Bonds.

“Prior Lien Bonds” means the Outstanding Series 2004 Bonds and the Outstanding Series 2007 Bonds issued pursuant to the Prior Lien Resolution.

“Prior Lien Resolution” means the bond resolution adopted by the Consolidated Government on October 21, 1996, as modified, supplemented, and amended by supplemental resolutions adopted by the Consolidated Government on December 3 and 16, 1996, August 22, 2000, September 15, 2000, May 30, 2002, June 21, 2002, May 4, 2004, June 1, 2004, November 23, 2004, June 15, 2004 and September 26, 2007, authorizing the issuance and delivery of the Prior Lien Bonds.

“Project” means the acquisition, construction, reconstruction, improvement, betterment, extension, or equipping of the System, in whole or in part, with the proceeds of any Bonds.

“Projected Senior Interest Payment” means that sum, redetermined by the Consolidated Government monthly, which would have to be accumulated in the Interest Account by the next Interest Payment Date to pay interest on Senior Bonds that bear interest at a Variable Rate if such Variable Rate should continue to equal the rate borne by such Senior Bonds on the date of calculation.

“Put Date” means any date on which a Bondholder may elect to have Balloon Bonds redeemed, prepaid, purchased directly or indirectly by the Consolidated Government, or otherwise paid.

“Qualified Hedge Provider” means an entity whose senior unsecured long term obligations, financial program rating, counterparty rating, or claims paying ability, or whose payment obligations under the related Hedge Agreement are absolutely and unconditionally guaranteed by an entity whose senior unsecured long term obligations, financial program rating, counterparty rating, or claims paying ability, are rated either (i) at least as high as the middle range of the third highest rating category of each Rating Agency, but in no event lower than any Rating on the related Hedged Bonds at the time of execution of the Hedge Agreement, or (ii) in

any such lower Rating that each Rating Agency indicates in writing to the Consolidated Government will not, by itself, result in a reduction or withdrawal of its Rating on the related Hedged Bonds that is in effect prior to entering into the Hedge Agreement. An entity's status as a "Qualified Hedge Provider" is determined only at the time the Consolidated Government enters into a Hedge Agreement with such entity and cannot be redetermined with respect to that Hedge Agreement.

"Rating" means a rating in one of the categories by a Rating Agency, disregarding pluses, minuses, and numerical gradations.

"Rating Agencies" or **"Rating Agency"** means Fitch, Moody's, or Standard & Poor's or any successors thereto and any other nationally recognized credit rating agency then maintaining a rating on any Bonds at the request of the Consolidated Government. If at any time a particular Rating Agency does not have a rating outstanding with respect to the relevant Bonds, then a reference to Rating Agency or Rating Agencies shall not include such Rating Agency.

"Rebate Fund" means the Augusta, Georgia Water and Sewerage System Rebate Fund established in Section 5.2(b)(2).

"Record Date" means (a) with respect to the Series 2012 Bonds, the fifteenth day of the calendar month preceding each Interest Payment Date and (b) with respect to any other series of Bonds, the record date specified in the Supplemental Resolution authorizing such Bonds.

"Refunded Bonds" means the Series 2002 Bonds maturing October 1, 2018, October 1, 2027 and October 1, 2032.

"Reimbursement Obligation" means the obligation of the Consolidated Government to directly reimburse any Financial Facility Issuer for amounts paid by such Financial Facility Issuer under a Financial Facility, whether or not such obligation to so reimburse is evidenced by a promissory note or other similar instrument.

"Reserve Account Credit Facility" means the letter of credit, insurance policy, line of credit, or surety bond, together with any substitute or replacement therefor, if any, complying with the provisions of the Bond Resolution, thereby fulfilling all or a portion of the Debt Service Reserve Requirement.

"Reserve Account Credit Facility Provider" means any provider of a Reserve Account Credit Facility.

"Revenue Bond Law" means the Revenue Bond Law (O.C.G.A. Section 36-82-60 *et seq.*), as amended from time to time.

"Revenue Fund" means the Augusta, Georgia Water and Sewerage System Revenue Fund described in Section 5.2.

"Securities Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency"

registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means, initially, DTC.

“Securities Depository Nominee” means any nominee of a Securities Depository and shall initially mean Cede and Co., New York, New York, as nominee of DTC.

“Senior Bonds” means the Series 2012 Bonds and any Additional Bonds.

“Senior Hedge Agreements” means Hedge Agreements relating to Hedged Bonds that are Senior Bonds.

“Series Resolution” means a bond resolution or bond resolutions of the Consolidated Government (which may be supplemented by one or more bond resolution(s)) to be adopted prior to and authorizing the issuance and delivery of any series of Bonds. This Master Bond Resolution shall constitute the Series Resolution for the Series 2012 Bonds, as well as the Master Bond Resolution for Additional Bonds and Subordinate Bonds. Such a bond resolution as supplemented shall establish the date or dates of the pertinent series of Bonds, the schedule of maturities of such Bonds, whether any such Bonds will be Compound Interest Bonds, the name of the purchaser(s) of such series of Bonds, the purchase price thereof, the rate or rates of interest to be borne thereby, whether fixed or variable, the interest payment dates for such Bonds, the terms and conditions, if any, under which such Bonds may be made subject to redemption (mandatory or optional) prior to maturity, the form of such Bonds, and such other details as the Consolidated Government may determine.

“Series 2012 Bonds” means the Augusta, Georgia Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012, authorized to be issued pursuant to Article II.

“Series 2012 Construction Account” means the Augusta Georgia Water and Sewerage System Construction Fund – Series 2012 Construction Account within the Construction Fund established in Article IV.

“Series 2012 Custodian and Depository Agreement” means the Custodian and Depository Agreement, to be dated the date of its execution and delivery, between the Consolidated Agreement and U.S. Bank National Association, relating to the Series 2012 Bonds, as amended, modified or replaced.

“Series 2012 Disclosure Certificate” means the continuing disclosure certificate executed in connection with the issuance of the Series 2012 Bonds.

“Series 2012 Project” means the Project as (1) generally described in the report dated September __, 2012, as amended, prepared by the Consolidated Government’s consulting engineers, ZEL Engineers, Augusta, Georgia, and (2) particularly described in plans and specifications on file from time to time with the Consolidated Government.

“Series 2012 Paying Agent and Bond Registrar Agreement” means the Paying Agent and Bond Registrar Agreement, to be dated the date of its execution and delivery, between the Consolidated Government and U.S. Bank National Association, relating to the Series 2012 Bonds, as amended, modified, or replaced.

“Sinking Fund” means the Augusta, Georgia Water and Sewerage System Sinking Fund No. 2 described in Section 5.2 in which are held the Debt Service Account and the Debt Service Reserve Account.

“Sinking Fund No. 1” means the Augusta, Georgia Water and Sewerage System Sinking Fund described in Section 5.2.

“Standard and Poor’s” or **“S&P”** means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Consolidated Government. The notice address of Standard & Poor’s shall be 55 Water Street, New York, New York 10041.

“State” means the State of Georgia.

“Subordinate Bonds” means Bonds issued with a right to payment from the Pledged Revenues and secured by a lien on the Pledged Revenues expressly junior and subordinate to the Senior Bonds.

“Subordinate Hedge Agreements” means Hedge Agreements relating to Hedged Bonds that are Subordinate Bonds.

“Supplemental Resolution” means (a) any Series Resolution and (b) any modification, amendment, or supplement to this Master Bond Resolution other than a Series Resolution.

“System” means the water and sewerage system of the Consolidated Government, as it now exists and as it may be hereafter added to, extended, improved, and equipped, either from the proceeds of the Bonds or from any other sources at any time hereafter, including, without limitation, (a) all wells, pumping stations, purification and treatment plants, and other sources of supply of water and all pipes, mains, and other parts of the facilities for the distribution of water and disposal and treatment of sewerage and all equipment and property used in connection therewith and (b) all other facilities or property of any nature or description, real or personal, tangible or intangible, now or hereafter owned or used by the Consolidated Government in the supply, treatment, disposal and distribution of water and sewerage, including solid waste facilities relating to sludge disposal, or held by the Consolidated Government to obtain future sources of raw water. The Consolidated Government may own a partial interest in any water and sewerage facility, the remaining interest in which may be owned by or on behalf of a political subdivision of the State or any agency or authority thereof. In case of such ownership, the rights and interests possessed by the Consolidated Government in such facility shall be included as part of the System.

“Tax-Exempt Bonds” means any Bonds the interest on which has been determined, in an unqualified opinion of Bond Counsel, to be excludable from the gross income of the owners thereof for federal income tax purposes.

“Term Bonds” means Bonds that mature on one Principal Maturity Date yet a portion of which are required to be redeemed, prior to maturity, under a schedule of mandatory redemptions established by the Bond Resolution.

“2002 Defeasance Account” means the account created for the purpose of holding a portion of the proceeds of the Series 2012 Bonds which are to be applied to the refunding of the Refunded Bonds.

“Utility General Fund” means the Augusta, Georgia Water and Sewerage System Utility General Fund described in Article V.

“Variable Rate” means as to any Bonds, any portion of such Bonds the interest rate on which is not established at the time of original execution or issuance at a fixed or constant rate.

Section 1.2. Construction of Certain Terms.

For all purposes of the Bond Resolution, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) All references in the Bond Resolution to designated “Articles,” “Sections,” and other subdivisions are to the designated Articles, Sections, and other subdivisions of the Bond Resolution. The words “herein,” “hereof,” and “hereunder” and other words of similar import refer to the Bond Resolution as a whole and not to any particular Article, Section, or other subdivision.

(3) The terms defined in this Article shall have the meanings assigned to them in this Article and include the plural as well as the singular.

(4) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants.

Section 1.3. Table of Contents; Titles and Headings

The table of contents, the titles of the articles, and the headings of the sections of the Bond Resolution are solely for convenience of reference, are not a part of the Bond Resolution, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.4. Contents of Certificates or Opinions.

Every certificate or opinion with respect to the compliance with a condition or covenant provided for in the Bond Resolution shall include: (i) a statement that the person or persons making or giving such certificate or opinion have read such covenant or condition and the definitions herein relating thereto, (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (iii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with, and (iv) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an official of the Consolidated Government may be based, insofar as it relates to legal or accounting matters, upon a certificate or an opinion of counsel or an accountant, which certificate or opinion has been given only after due inquiry of the relevant facts and circumstances, unless such official knows that the certificate or opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid is erroneous or in the exercise of reasonable care should have known that the same was erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based (insofar as it relates to factual matters with respect to information that is in the possession of an official of the Consolidated Government or any third party) upon the certificate or opinion of or representations by an official of the Consolidated Government or any third party on whom counsel or an accountant could reasonably rely unless such counsel or such accountant knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous. The same official of the Consolidated Government, or the same counsel or accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of the Bond Resolution, but different officials, counsel, or accountants may certify or opine to different matters, respectively.

ARTICLE II

THE BONDS

Section 2.1. Authorization; Designation of Bonds.

The Bonds authorized under the Bond Resolution may be issued and sold from time to time in one or more series, shall be designated “Augusta, Georgia Water and Sewerage Revenue Bonds,” and shall be in substantially the form set forth in the related Series Resolution, but such variations, omissions, substitutions, and insertions may be made therein, and such particular series designation, legends, or text may be endorsed thereon, as may be necessary or appropriate to conform to and as required or permitted by this Master Bond Resolution and any Series Resolution or as may be necessary or appropriate to comply with applicable requirements of the Code. The Bonds also may bear such legend or contain such further provisions as may be necessary to comply with or conform to the rules and requirements of any brokerage board, securities exchange, or municipal securities rulemaking board. Additional Bonds may be issued from time to time as provided in, and subject to the limitations set forth in, Article VI. Subordinate Bonds may be issued from time to time as provided in, and subject to the limitations set forth in, Section 6.4.

Under the authority of the Revenue Bond Law, the Consolidated Government hereby authorizes the execution, issuance and delivery of a series of Bonds in a total aggregate principal amount of \$_____ and designated “Augusta, Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012.” The proceeds of the Series 2012 Bonds will be used for the purpose of (a) refunding the Refunded Bonds, (b) acquiring, constructing, installing and equipping the Series 2012 Project, (c) funding a debt service reserve account and (d) paying the costs of issuing the Series 2012 Bonds. The issuance of the Series 2012 Bonds for the foregoing purposes is hereby found and declared to be in the best interests of and in advancement of the general welfare of the Consolidated Government’s citizens.

Section 2.2. Details of Bonds.

The Bonds shall be issued in fully registered form in Authorized Denominations and shall be dated as provided in the pertinent Series Resolution, except that any Compound Interest Bond shall be issued in the denomination of \$5,000 maturity amount or integral multiples thereof.

Each Bond authenticated prior to the first Interest Payment Date thereon shall bear interest from its dated date. Each Bond authenticated on or after the first Interest Payment Date thereon shall bear interest from the Interest Payment Date thereon next preceding the date of authentication thereof, unless such date of authentication shall be an Interest Payment Date to which interest on such Bond has been paid in full or duly provided for, in which case from such date of authentication; provided that if, as shown by the records of the Paying Agent, interest on such Bond shall be in default, such Bond shall bear interest from the date to which interest has been paid in full on such Bond or, if no interest has been paid on such Bond, its dated date. Each Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate borne by such Bond. No payment due on any Bond shall

be overdue if on the due date of such payment sufficient collected funds to make such payment are on deposit with the Paying Agent.

The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America that, at the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The Series 2012 Bonds shall be dated their date of original issuance and delivery, shall be in the form of fully registered bonds without coupons, shall be in Authorized Denominations, shall be transferable to subsequent owners as hereinafter provided, shall be numbered R-1 upward and shall bear interest as herein provided (based on a 360 day year comprised of twelve 30-day months) at the rates per annum set forth below. Interest on the Series 2012 Bonds shall be payable April 1 and October 1 of each year, commencing April 1, 2013, and the principal shall mature on the 1st day of October in the years and amounts set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2032		

Unless a Bond is held in Book-Entry Form, the principal of and redemption premium, if any, on any Bond shall be payable to the Bondholder upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Unless a Bond is held in Book-Entry Form, payments of interest on each Bond shall be made by the Paying Agent to the registered owner as shown on the Bond Register kept by the Bond Registrar at the close of business on the Record Date preceding the Interest Payment Date by check, mailed by first class mail to the registered owner at the address shown on the Bond Register, or at such other address as is furnished in writing by such registered owner to the Bond Registrar prior to such Record Date, notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date. Notwithstanding the foregoing, interest on the Bonds of any series shall be paid to any registered owner of more than \$1,000,000 in aggregate principal amount of the Bonds of such series by deposit of immediately available funds to the account of such registered owner maintained with the Paying Agent or

transmitted by wire transfer to such registered owner to an account maintained at a commercial bank located within the United States of America if written instructions are given to the Paying Agent prior to the 15th day preceding the Interest Payment Date. Interest shall continue to be so paid until such wire instructions are revoked in writing. While the Bonds of any series are held in Book-Entry Form, the principal of and interest on such Bonds shall be payable as provided in Section 2.9.

The Consolidated Government may, by Supplemental Resolution, provide for other methods or places of payment, including wire transfer, as it may deem appropriate for any Bonds.

Section 2.3. Execution; Form of Series 2012 Bonds.

The Bonds shall be executed on behalf of the Consolidated Government by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk of the Commission. The official seal of the Consolidated Government shall be impressed thereon. The Bonds shall be authenticated by the manual signature of a duly authorized signatory of the Bond Registrar. The validation certificate to be attached to the Bonds shall be executed by the manual signature of the Clerk of the Superior Court of Richmond County, and the official seal of such Court shall be impressed thereon. In case any official whose signature shall appear on the Bonds shall cease to be such officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. The Series 2012 Bonds, the certificate of authentication and registration, form of assignment and the certificate of validation to be endorsed upon the Series 2012 Bonds, shall be in substantially the form set forth in Exhibit A hereto, with such variations, omissions and insertions as are required or permitted by this Bond Resolution. Prior to the preparation of definitive Bonds, the Consolidated Government may issue interim receipts, interim certificates, or temporary Bonds, exchangeable in any case for definitive Bonds upon the issuance of definitive Bonds.

Section 2.4. Required Authentication; Proof of Ownership.

Only those Bonds which shall have endorsed thereon a certificate of authentication and registration substantially in the form of Bond set forth in the Bond Resolution, duly executed by the manual signature of an authorized officer of the Bond Registrar shall be entitled to any benefit or security under this Bond Resolution. Every such certificate of the Bond Register upon any of such Bonds when duly executed shall be conclusive evidence that such Bond has been duly authenticated, registered and delivered under the Bond Resolution and that the owner is entitled to the benefit of the Bond Resolution. It shall not be necessary that the same authorized signatory of the Bond Registrar sign the certificate of authentication and registration on all of the Bond or on all Bonds of any series. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and the payment of the principal amount, interest and premium, if any, shall be made only to or upon the order of the registered owner thereof or such registered owner's attorney duly authorized in writing. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including redemption premium, if any, and the interest thereon to the extent of the sums so paid.

Section 2.5. Bond Registrar; Transfer and Exchange.

The Bond Registrar shall keep the Bond Register of the Consolidated Government for the registration of the Bonds and for the registration of transfers of the Bonds as herein provided. The transfer of any Bond shall be registered upon the Bond Register upon the surrender and presentation of the Bond to the Bond Registrar duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or attorney duly authorized in writing in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond or Bonds so surrendered, a new Bond or Bonds registered in the name of the transferee or transferees, of any Authorized Denomination, and in an aggregate principal amount or maturity amount equal to the aggregate principal amount or maturity amounts of the Bonds so surrendered and of the same maturity, interest rate, series and tenor, and bearing numbers not then outstanding. Any Bond, upon presentation and surrender thereof to the Bond Registrar, together with an assignment duly executed by the registered owner or duly authorized attorney, in such form as may be satisfactory to the Bond Registrar, may be exchanged for an aggregate principal amount of Bonds of the same series, interest rate, maturity and equal to the principal amount of the Bond so surrendered, of any Authorized Denomination, and bearing numbers not then outstanding. The Bond Registrar may make a charge for every exchange or registration of transfer of the Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to the owner for the privilege of exchanging or registering the transfer of Bonds under the Bond Resolution.

The Bond Registrar shall not be required to transfer or exchange any Bond after notice calling such Bond for redemption has been given or during the period of 15 days (whether or not a business day for the Bond Registrar, but excluding the date of giving such notice of redemption and including such 15th day) immediately preceding the giving of such notice of redemption.

All Bonds surrendered for exchange or transfer of registration shall be canceled and destroyed by the Bond Registrar in accordance with Section 2.7.

Notwithstanding the foregoing, registrations of transfers and exchanges shall be made in accordance with the Book-Entry System as long as the Bonds are held in Book-Entry Form.

Section 2.6. Lost, Destroyed, Mutilated Bonds.

If any Bond is mutilated, lost, stolen, or destroyed, the Consolidated Government may execute and deliver a new Bond of the same series, maturity, interest rate, aggregate principal amount, and tenor in lieu of and in substitution for the Bond mutilated, lost, stolen, or destroyed. In the case of any mutilated Bond, however, such mutilated Bond shall first be surrendered to the Bond Registrar, and, in the case of any lost, stolen, or destroyed Bond, there shall first be furnished to the Bond Registrar evidence satisfactory to it of the ownership of such Bond and of such loss, theft, or destruction, together with indemnity to the Consolidated Government and the Bond Registrar, satisfactory to each of them. If any such Bond shall have matured or a redemption date pertaining to the Bond shall have passed, instead of issuing a new Bond the Consolidated Government may pay or cause the Paying Agent to pay the Bond. The

Consolidated Government, the Bond Registrar, and the Paying Agent may charge the owner of such Bond with their reasonable fees and expenses for replacing mutilated, lost, stolen, or destroyed Bonds.

In executing a new Bond and in furnishing the Bond Registrar with the written authorization to deliver a new Bond as provided for in this Section, the Consolidated Government may rely conclusively on a representation of the Bond Registrar that the Bond Registrar is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft, or destruction of any Bond.

Section 2.7. Blank Bonds.

The Consolidated Government shall make all necessary and proper provisions for the transfer and exchange of the Bonds by the Bond Registrar and the Consolidated Government shall deliver or cause to be delivered to the Bond Registrar a sufficient quantity of blank Bonds duly executed on behalf of the Consolidated Government, together with the certificate of validation pertaining thereto duly executed by the Clerk of the Superior Court of Richmond County, as herein provided in order that the Bond Registrar shall at all times be able to register and authenticate the Bonds at the earliest practicable time in accordance with the provisions of the Bond Resolution. All Bonds surrendered in any such exchange or registration of transfer shall be forthwith canceled by the Bond Registrar and a record thereof duly entered in the permanent records pertaining to the Bonds maintained by the Bond Registrar.

Section 2.8. Cancellation and Destruction of Bonds.

If a Bond is paid, purchased or redeemed in full, either at or before maturity, it shall be delivered to the Bond Registrar when such payment, purchase or redemption is made, and the Bond shall thereupon be cancelled and shall not be reissued. All Bonds cancelled on account of payment, transfer or exchange shall be destroyed in accordance with the prevailing practice of the Bond Registrar and a permanent record of such destruction shall be kept by the Bond Registrar.

Section 2.9. Global Form; Securities Depository; Ownership of Series 2012 Bonds.

(a) Upon the initial issuance, the ownership of each Series 2012 Bond shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Participants thereof. Initially, each maturity of the Series 2012 Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Beneficial Owners will not receive Series 2012 Bonds from the Paying Agent evidencing their ownership interests. Except as provided in subsection (c) of this Section 2.9, the Series 2012 Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the Consolidated Government or to a nominee of such successor Securities Depository.

(b) With respect to Series 2012 Bonds registered in the name of the Securities Depository or the Securities Depository Nominee, the Consolidated Government, the Paying

Agent and the Bond Registrar shall have no responsibility or obligation to any Participant or Beneficial Owner. Without limiting the foregoing, the Consolidated Government, the Paying Agent, the Bond Registrar and their respective affiliates shall not have any responsibility or obligation with respect to:

- (i) the accuracy of the records of the Securities Depository, the Securities Depository Nominee or any Participant with respect to any beneficial ownership interest in the Series 2012 Bonds;
- (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any notice with respect to the Series 2012 Bonds; or
- (iii) the payment to any Participant, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any amount with respect to the principal, premium, if any, or interest on the Series 2012 Bonds.

So long as any Series 2012 Bonds are registered in Book-Entry Form, the Consolidated Government and the Paying Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Series 2012 Bonds for all purposes whatsoever, including without limitation:

- (i) the payment of principal, premium, if any, and interest on such series of Series 2012 Bonds;
- (ii) giving notices of redemption and other matters with respect to such Series 2012 Bonds;
- (iii) registering transfers with respect to such Series 2012 Bonds;
- (iv) the selection of Series 2012 Bonds for redemption; and
- (v) voting and obtaining consents under the Bond Resolution.

So long as any Series 2012 Bonds are registered in Book-Entry Form, the Paying Agent shall pay all principal, premium, if any, and interest on the Series 2012 Bonds only to the Securities Depository or the Securities Depository Nominee as shown in the Bond Register, and all such payments shall be valid and effective to fully discharge the Consolidated Government's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2012 Bonds to the extent so paid.

(c) If at any time (i) the Consolidated Government determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) the Securities Depository notifies the Consolidated Government that it is unwilling or unable to continue as Securities Depository with respect to the Series 2012 Bonds, or (iii) the Securities Depository

shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the Consolidated Government within 90 days after the Consolidated Government receives notice or becomes aware of such condition, as the case may be, then this Section 2.9 shall no longer be applicable and the Consolidated Government shall execute and the Bond Registrar shall authenticate and deliver bonds representing the Series 2012 Bonds to the owners of the Series 2012 Bonds. Series 2012 Bonds issued pursuant to this paragraph (c) shall be registered in such names and Authorized Denominations as the Securities Depository, pursuant to instructions from the Participant or otherwise, shall instruct the Bond Registrar. Upon exchange, the Bond Registrar shall deliver such certificates representing the Series 2012 Bonds to the persons in whose names such Series 2012 Bonds are so registered on the business day immediately preceding the date of such exchange.

ARTICLE III

REDEMPTION OF BONDS

Section 3.1. Optional Redemption.

The Series 2012 Bonds maturing on or after October 1, _____, may be redeemed prior to their respective maturities at the option of the Consolidated Government on or after October 1, _____, in whole or in part at any time, at the redemption price of par plus accrued interest to the redemption date.

Section 3.2. Mandatory Sinking Fund Redemption.

The Series 2012 Bonds maturing on October 1, _____, are subject to mandatory sinking fund redemption on October 1, _____ and on each October 1 thereafter, in accordance with the Bond Resolution, at a redemption price equal to the principal amount of each Series 2012 Bond (or portion thereof) to be redeemed plus accrued interest to the date fixed for redemption, in the following principal amounts and on the dates set forth below (the October 1, _____ amount to be paid rather than redeemed):

<u>October 1 of the Year</u>	<u>Principal Amount</u>
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The Consolidated Government shall be entitled to receive a credit in respect of its mandatory sinking fund redemption obligation for Series 2012 Bonds delivered, purchased, or redeemed, as hereinafter described, if the Consolidated Government at its option purchases in the open market and delivers to the Paying Agent for cancellation Series 2012 Bonds or redeems Series 2012 Bonds (other than through mandatory sinking fund redemption) and such Series 2012 Bonds have not theretofore been applied as a credit against any mandatory redemption obligation. Each such Series 2012 Bond so purchased or redeemed shall be credited by the Paying Agent at 100% of the principal amount thereof on the obligation of the Consolidated Government on such mandatory redemption payment date, and any excess shall be credited on future mandatory sinking fund redemption obligations in chronological order, and the principal amount of such Series 2012 Bonds to be redeemed by operation of mandatory redemption shall be accordingly reduced.

Section 3.3. Notice of Redemption

Unless waived by any registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Consolidated Government by mailing a copy of an official redemption notice by first class mail, at least 30 days and not

more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall be dated, shall contain the complete official name of the Bond issue, and shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) the interest rates and maturity dates of the Bonds being redeemed;
- (4) the date on which notice of redemption will be published;
- (5) if less than all the Outstanding Bonds are to be redeemed, the Bond numbers, and, where part of the Bonds evidenced by one Bond certificate are being redeemed, the respective principal amounts of such Bonds to be redeemed;
- (6) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date;
- (7) the place where such Bonds are to be surrendered for payment of the redemption price (which place of payment shall be the principal corporate trust office of the Paying Agent) and the name, address, and telephone number of a person or persons at the Paying Agent who may be contacted with respect to the redemption; and
- (8) any conditions to such redemption.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Not less than 60 days after the redemption date, the Bond Registrar shall send a second copy of the official notice of redemption to the registered owner of any Bond or Bonds to be redeemed if, by such date, such registered owner has not surrendered its Bond or Bonds for redemption. Such notice shall be sent by registered or certified mail, with a return receipt requested.

Any defect in any notice of redemption shall not affect the validity of proceedings for redemption of the Bonds.

The Paying Agent shall hold amounts payable on redemption for Bonds that have not been surrendered for redemption for a period of not less than one year after the final maturity date of the Bonds or any earlier date when all of the Bonds have been refunded or redeemed.

Section 3.4. Effect of Notice of Redemption.

Official notice of redemption having been given in the manner and under the conditions provided in this Article, and moneys for payment of the redemption price being held by the Paying Agent as provided in the Bond Resolution, the Bonds or portions of Bonds called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Bonds or portions of Bonds on such date, and from and after such date interest on the Bonds or portions of Bonds called for redemption shall cease to accrue, such Bonds or portions of Bonds shall cease to be entitled to any lien, benefit, or security under the Bond Resolution, and the owners of such Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. Upon surrender for partial redemption of any Bond, there shall be prepared for and delivered to the registered owner a new Bond or Bonds of the same series, maturity, and interest rate in the amount of the unpaid principal.

Section 3.5. Redemption Among Series.

Subject to the redemption provisions of any Series Resolution authorizing Bonds, the Consolidated Government in its discretion may redeem the Bonds of any series, or a portion of the Bonds of any such series, before it redeems the Bonds of any other series. Within any particular series, any redemption of Bonds shall be effected in the manner provided in this Master Bond Resolution and in any Series Resolution.

Section 3.6. Selection of Bonds to be Redeemed.

If less than all of the Bonds of like maturity of any series shall be called for redemption, the particular Bonds, or portions of Bonds, to be redeemed shall be selected by lot in such other manner as the Consolidated Government in its discretion may deem proper. The portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and, in selecting portions of such Bonds for redemption, the Consolidated Government shall treat each such Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond to be redeemed in part by \$5,000.

Section 3.7. Purchase in Open Market.

Nothing herein contained shall be construed to limit the right of the Consolidated Government to purchase with any excess moneys in the Interest Account or the Principal Account (i.e., moneys not needed in the then current Fiscal Year to pay principal of and interest on any Senior Bonds) and for Sinking Fund purposes, any Senior Bonds in the open market. Any such Senior Bonds so purchased shall not be reissued and shall be canceled.

ARTICLE IV

CONSTRUCTION FUND; CUSTODY AND APPLICATION OF PROCEEDS

Section 4.1. Construction Fund.

(a) A special trust fund is hereby created and designated as the “Augusta, Georgia Water and Sewerage Construction Fund.” All moneys deposited into the Construction Fund shall be held in trust by the Construction Fund Depository separate from other deposits of the Consolidated Government. A special account is initially created in the Construction Fund; the “**Series 2012 Capital Improvement Account**.”

As to any future issue of Bonds providing Construction Fund moneys, the Construction Fund Depository shall establish a separate special account for the Construction Fund, each of which shall be designated as “Series _____ Capital Improvement Account” (hereinafter referred to as a “**Capital Improvement Account**”). Subject to Section 4.3, the moneys credited to a Capital Improvement Account shall be used and applied for the purpose of paying the Costs of the Project or for the repayment of advances made for that purpose in accordance with and subject to the provisions and restrictions set forth in this Article.

(b) All payments from the Construction Fund shall be made by wire transfer or upon checks signed by the Construction Fund Depository or officers of the Consolidated Government properly authorized to sign on its behalf (an “**Authorized Consolidated Government Representative**”). Before any such transfers are made or any checks are signed, there shall be filed with the Construction Fund Depository:

(1) A requisition for such payment stating each amount to be paid, and the name of the person to whom payment is due; and

(2) A certificate signed by such Authorized Consolidated Government Representative, attached to the requisition and certifying that:

(i) An obligation in the stated amount has been incurred by the Consolidated Government, specifying the purpose and circumstances of such obligation in reasonable detail and to whom such obligation is owed, that the same is a proper charge against the Construction Fund and has not been paid or the subject of a previous requisition, and that the bill or statement of account for such obligation is on file with the Consolidated Government;

(ii) The Authorized Consolidated Government Representative has no notice of any vendors, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or any security interest, that should be satisfied or discharged before such payment is made;

(iii) Such requisition contains no item representing payment on account or any retained percentages which the Consolidated Government is, at the date of such certificate, entitled to retain; and

(iv) Insofar as such obligation was incurred for work, materials, supplies or equipment in connection with the undertaking, such work was actually performed, or such materials, supplies or equipment were actually installed in or about the construction or delivered at the site of the work for that purpose.

(c) No requisition for payment shall be made until the Consolidated Government has been furnished with a proper certificate of the supervising Independent Consulting Engineer that insofar as such obligation was incurred for work, material, supplies, or equipment in connection with the undertaking, such work was actually performed, or such material, supplies, or equipment was actually installed in or about the construction or delivered at the site of the work for that purpose.

(d) In the event the United States government or government of the State, or any department, authority, or agency of either, agrees to allocate moneys to be used to defray any part of the Cost of any Project upon the condition that the Consolidated Government appropriate a designated amount of moneys for such purpose, and it is required of the Consolidated Government that its share of such cost be deposited in a special account, the Consolidated Government shall have the right to withdraw any sum so required from the Construction Fund by appropriate transfer and deposit the same in a special account for that particular Project; provided, however, that all payments thereafter made from such special account shall be made only in accordance with the requirements set forth in this Section.

Withdrawals for investment purposes only may be made by the Construction Fund Depository to comply with written directions from the Consolidated Government without any requisition other than such direction.

(e) The Consolidated Government will do all things, and take all reasonable and prudent measures, necessary to continue construction with due diligence and to expend the moneys credited to each Capital Improvement Account in the Construction Fund as expeditiously as possible in order to assure the completion of the Project for which such accounts were created, on the earliest practicable date, and will indemnify itself against the usual hazards incident to the construction of such Project.

(f) All requisitions and certificates required by this Section shall be retained either by the Construction Fund Depository or by the Consolidated Government, subject at all times to inspection by any officer of the Consolidated Government and any Bondholder.

Section 4.2. Investment of Construction Fund Moneys.

The Consolidated Government covenants that it will not cause or permit to be paid from the Construction Fund any sums except in accordance with such provisions and restrictions; provided, however, that any moneys in the Construction Fund not presently needed for the payment of current obligations during the course of construction may be invested in Permitted Investments maturing not later than (i) the date upon which such moneys will be needed according to a schedule of anticipated payments from the Construction Fund filed with the Consolidated Government by the Independent Consulting Engineer in charge of the Project or

(ii) in the absence of such schedule, 36 months from the date of purchase, in either case upon written direction of the Consolidated Government. Any such investments shall be held by the Construction Fund Depository, in trust, for the account of the Construction Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom including accrued interest and premium, if any, shall be immediately deposited by the Construction Fund Depository in the Construction Fund and shall be disposed of in the manner and for the purposes provided in the Bond Resolution.

Section 4.3. Funds Remaining on Completion of Projects.

The Consolidated Government shall, when a Project has been completed, and may, when a Project has been substantially completed, file with the Construction Fund Depository a certificate signed by the Authorized Consolidated Government Representative estimating what portion of the funds remaining in the separate account relating to such Project will be required by the Consolidated Government for the payment or reimbursement of the Costs of such Project. The Authorized Consolidated Government Representative shall attach to such certificate a certificate of the supervising engineer certifying that such Project has been completed or substantially completed, as the case may be, in accordance with the plans and specifications therefor and approving the estimates of the Authorized Consolidated Government Representative with respect to the portion of funds in the Capital Improvement Account required for Costs of the Project. Such funds that will not be used shall be (1) transferred to the Principal Account and used to redeem Bonds of the related series on the next redemption date or to pay principal of such Bonds on the next Principal Maturity Date, or (2) transferred to the Interest Account and used to pay interest on Bonds of the related series, provided that the Consolidated Government shall first obtain an opinion of Bond Counsel to the effect that, under existing law, the application of such moneys to pay interest on such Bonds (a) is allowed under State law, and (b) if such Bonds are Tax-Exempt Bonds, will not, by itself and without more, adversely affect the exclusion from gross income for federal income tax purposes of interest payable on such Bonds. When all moneys have been withdrawn or transferred from any Capital Improvement Account within the Construction Fund in accordance with the provisions of this Article IV, such separate account shall terminate and cease to exist.

Section 4.4. Application of Funds.

The Consolidated Government shall apply the net proceeds (*i.e.*, the sale proceeds less the underwriter's discount) from the sale of the Series 2012 Bonds as follows:

(a) \$_____ shall be transferred to the 2002 Paying Agent for deposit in the 2002 Defeasance Account and applied to refund the Refunded Bonds;

(b) \$_____ shall be deposited into the Debt Service Reserve Account; and

(c) the balance shall be deposited into the Series 2012 Capital Improvement Account to pay Costs of the Project and the costs of issuance for the Series 2012 Bonds.

Notwithstanding the foregoing, if the Mayor shall determine that a different application of funds is required to carry out the intent of this Bond Resolution, the Mayor may provide for such different application of funds in the authentication order to be delivered at the time of issuance of the Series 2012 Bonds.

Section 4.5. Redemption of Refunded Bonds.

The Refunded Bonds be and the same are hereby irrevocably called for redemption on October 19, 2012 and the owners of the Refunded Bonds should present the same for payment on October 19, 2012 and receive the principal amount thereof and all interest due thereon to October 19, 2012.

Section 4.6. Direction to Paying Agent for the Refunded Bonds.

The Consolidated Government hereby authorizes and directs the 2002 Paying Agent to mail the notice of redemption of the Refunded Bonds not later than September 19, 2012 to the registered owners of the Refunded Bonds to be redeemed at the addresses which appear on the bond registration book kept by the bond registrar for the Refunded Bonds, which notice shall be in substantially the form attached hereto as Exhibit C.

Section 4.7. Creation of 2002 Defeasance Account.

Simultaneously with the issuance and delivery of the Series 2012 Bonds herein authorized to be issued, a sufficient sum derived from the sale of the Series 2012 Bonds and lawfully available funds, including all sinking fund accruals allocable to the Refunded Bonds, shall be deposited in trust with the 2002 Paying Agent in an amount sufficient without investment to pay the principal of and interest on the Refunded Bonds to the October 19, 2012 redemption date. The Paying Agent, in its role as the 2002 Paying Agent, shall establish a special segregated trust account designated the "2002 Defeasance Account." The moneys so deposited in the 2002 Defeasance Account and all income therefrom shall be subject to a lien and charge in favor of the owners of, and are hereby pledged to the payment of, the Refunded Bonds, shall not be commingled with other moneys on deposit with the 2002 Paying Agent and shall be held in trust for the security of such owners until used and applied as hereinafter provided.

The moneys so deposited in trust in the 2002 Defeasance Account have been calculated as being sufficient and shall be used to redeem all of the Refunded Bonds by making the following payment on October 19, 2012:

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
10/19/2012	\$95,740,000	\$ _____	\$ _____

Any moneys remaining in the 2002 Defeasance Account following the redemption of the Refunded Bonds on October 19, 2012, shall be deposited to the Debt Service Account.

ARTICLE V

PLEDGED REVENUES AND FLOW OF FUNDS

Section 5.1. Pledge of Revenues; Limited Obligations.

(a) All Pledged Revenues shall be and are hereby pledged to the prompt payment of the principal of, premium, if any, and interest on the Bonds. Such moneys and securities shall immediately be subject to the lien of this pledge for the benefit of the Bondholders without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against the Consolidated Government and against all other persons having claims against the Consolidated Government, whether such claims shall have arisen in tort, contract, or otherwise, and regardless of whether such persons have notice of the lien of this pledge. This pledge shall rank superior to all other pledges that may hereafter be made of any of the Pledged Revenues, except for pledges of the Pledged Revenues hereafter made by the Consolidated Government in the Hedge Agreements to secure Hedge Payments, which may rank on a parity with this pledge as to the related Hedged Bonds on and after the date that no Prior Lien Bonds remain outstanding under the Prior Lien Resolution. The lien of the pledge made in this Section 5.1 does not secure any obligation of the Consolidated Government other than the Bonds; provided that so long as any Prior Lien Bonds are outstanding pursuant to the Prior Lien Resolution, the pledge of and lien on Pledged Revenues to the payment of principal of, premium, if any, and interest on the Bonds shall be subject and subordinate to the pledge of and lien on “pledged revenues” (as defined in the Prior Lien Resolution) to the payment of principal of, premium, if any, and interest on the Prior Lien Bonds.

(b) The Bonds shall be limited obligations of the Consolidated Government as provided herein payable solely from the Pledged Revenues. The Bonds and the interest thereon shall not constitute a general or moral obligation of, nor a debt, indebtedness, or obligation of, or a pledge of the faith and credit of, the Consolidated Government or the State of Georgia, or any political subdivision thereof, within the meaning of any constitutional or statutory provision whatsoever. Neither the faith and credit nor the taxing power of the State of Georgia, the Consolidated Government or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. Neither the members of the Commission nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

Section 5.2. Funds and Accounts.

(a) Pursuant to the Prior Lien Resolution, the Consolidated Government has heretofore created and is currently maintaining the following funds and accounts separate and apart from its other funds, and the moneys deposited in such funds and accounts shall be held in trust for the purposes set forth in the Prior Lien Resolution and the Bond Resolution:

(i) Augusta, Georgia Water and Sewerage System Revenue Fund, currently held and to be held by Bank of America, N.A., Augusta, Georgia, as Depository for the account of the Consolidated Government.

(ii) Augusta, Georgia Water and Sewerage System Sinking Fund (the “**Sinking Fund No. 1**”), containing a debt service account and a debt service reserve account currently held and to be held by U.S. Bank National Association, Atlanta, Georgia, as Depository for the account of the Consolidated Government.

(iii) Augusta, Georgia Water and Sewerage System Hedge Payments Fund (the “**Hedge Payments Fund**”) currently held and to be held by Bank of America, N.A., Augusta, Georgia, as Depository for the account of the Consolidated Government.

(iv) Augusta, Georgia Water and Sewerage System Utility General Fund, currently held and to be held by Bank of America, N.A., Augusta, Georgia, as Depository for the account of the Consolidated Government.

The Consolidated Government covenants that, so long as any Bonds issued pursuant to the Bond Resolution remain outstanding, it will continue to maintain the above-described Revenue Fund and Utility General Fund separate and apart from all other funds of the Consolidated Government.

(b) The Consolidated Government hereby establishes the following funds and accounts, and the moneys deposited in such funds and accounts shall be held in trust for the purposes set forth in the Bond Resolution:

(i) Augusta, Georgia Water and Sewerage System Sinking Fund No. 2 (the “**Sinking Fund**”), to be held by U.S. Bank National Association, Atlanta, Georgia, as Depository for the account of the Consolidated Government, containing the following accounts:

- (a) Interest Account.
- (b) Hedge Payments Account.
- (c) Principal Account.
- (d) Capitalized Interest Account.
- (e) Debt Service Reserve Account.

(ii) Augusta, Georgia Water and Sewerage System Rebate Fund, to be held by Bank of America, N.A., Augusta, Georgia, as Depository for the account of the Consolidated Government.

(iii) Augusta, Georgia Water and Sewerage System Construction Fund, to be held by Bank of America, N.A., Augusta, Georgia, as Depository for the account of the Consolidated Government and the Series 2012 Capital Improvement Account held therein.

Each account listed above shall be held within the fund under which it is created. All funds and accounts listed above are further described in this Article, except for (i) the Rebate

Fund and (ii) the Construction Fund and the Series 2012 Capital Improvement Account, which are further described in Article VIII and Article IV, respectively.

Section 5.3. Revenue Fund.

The Consolidated Government shall deposit and continue to deposit all Operating Revenues in the Revenue Fund from time to time as and when received. Moneys in the Revenue Fund shall be applied by the Consolidated Government from time to time to the following purposes and in the following order of priority:

(a) First: The Consolidated Government shall make withdrawals as needed from the Revenue Fund in amounts necessary to pay the Expenses of Operation and Maintenance. PILOT and PILOF payments shall not be payable from the Revenue Fund, but shall be payable solely from the Utility General Fund as hereinafter provided.

(b) Second: So long as any Prior Lien Bonds are outstanding pursuant to the Prior Lien Resolution, there shall next be deposited monthly into Sinking Fund No. 1 created by the Prior Lien Resolution the amounts required by the Prior Lien Resolution for the purpose of paying the principal of and interest on the Prior Lien Bonds, including the maintenance of the required reserves for that purpose as required by the Prior Lien Resolution.

(c) Third: So long as any Prior Lien Bonds are outstanding pursuant to the Prior Lien Resolution, there shall next be deposited monthly into the Hedge Payments Fund amounts due Hedge Providers under the Hedge Agreements (other than termination payments, which are funded from the Utility General Fund).

(d) Fourth: There shall next be deposited monthly into the Interest Account the amount required by Section 5.4(a).

(e) Fifth: On and after the date that no Prior Lien Bonds remain outstanding pursuant to the Prior Lien Resolution, there shall next be deposited monthly into the Hedge Payments Account the amount required by Section 5.4(b).

(f) Sixth: There shall next be deposited monthly into the Principal Account the amount required by Section 5.4(c).

(g) Seventh: On and after the date that no Prior Lien Bonds remain outstanding pursuant to the Prior Lien Resolution, there shall next be deposited monthly any amounts required to be deposited into the Rebate Fund, as estimated by the Consolidated Government, or as estimated for the Consolidated Government and approved by the Consolidated Government, for purposes of complying with the requirement for rebate to the United States government under Section 148(f) of the Code. Deposits may be made in monthly installments and may be adjusted as the Consolidated Government deems necessary to provide the amount that it estimates to be necessary, as revised from time to time, within any Fiscal Year.

(h) Eighth: On and after the date that no Prior Lien Bonds remain outstanding pursuant to the Prior Lien Resolution, there shall next be paid monthly to any Financial Facility Issuer securing Senior Bonds all amounts required to be paid to such Financial Facility Issuer as compensation for the Financial Facility securing Senior Bonds and as satisfaction of any other amounts due under the Financial Facility Agreement that are not considered to be subrogated payments of principal and interest on Senior Bonds under Section 9.6, including Additional Interest on Senior Bonds.

(i) Ninth: There shall next be deposited monthly into the Debt Service Reserve Account and paid monthly to any Reserve Account Credit Facility Provider, on a pro rata basis based upon the Debt Service Reserve Requirement for the Debt Service Reserve Account, the amount required by Section 5.4(f).

(j) Tenth: There shall next be paid monthly repayments of any draw-down on any Reserve Account Credit Facility (other than repayments that reinstate the Reserve Account Credit Facility) and any interest or fees due the Reserve Account Credit Facility Provider under such Reserve Account Credit Facility.

(k) Eleventh: There shall next be deposited monthly the amounts required to be deposited into the funds and accounts created by any Series Resolution authorizing the issuance of Subordinate Bonds, for the purpose of (i) paying principal of (whether at maturity or upon mandatory redemption) and interest on Subordinate Bonds, (ii) making Hedge Payments under Subordinate Hedge Agreements on and after the date that no Prior Lien Bonds are outstanding under the Prior Lien Resolution and (iii) accumulating reserves for such payments. Any money withdrawn from such funds and accounts for use in making such payments shall be released from the lien of the Bond Resolution. If at any time the amounts in any account of the Sinking Fund are less than the amounts required by the Bond Resolution, and there are not on deposit in the Utility General Fund available moneys sufficient to cure any such deficiency, then the Consolidated Government shall withdraw from the funds and accounts relating to Subordinate Bonds and deposit in such account of the Sinking Fund, as the case may be, the amount necessary (or all the moneys in such funds and accounts, if less than the amount required) to make up such deficiency.

(l) Twelfth: On and after the date that no Prior Lien Bonds remain outstanding pursuant to the Prior Lien Resolution, there shall next be paid monthly any amounts required to be paid with respect to any Other System Obligations.

(m) Thirteenth: There shall next be deposited monthly into the Utility General Fund all remaining moneys and securities held in the Revenue Fund after all of the other transfers set forth in this Section 5.3 have been made; provided that on and after the date that no Prior Lien Bonds remain outstanding under the Prior Lien Resolution, the Consolidated Government shall maintain a working capital reserve in the Revenue Fund to pay the costs of operating, maintaining and repairing the System in such amount as the Administrator of the Consolidated Government and the Director of the Utilities Department of the Consolidated Government deem reasonable and prudent; provided further that the amount of such working capital reserve shall be a minimum of the lesser

of \$2,500,000 or 5% of the Operating Revenues of the System for the immediately preceding Fiscal Year.

Section 5.4. Sinking Fund.

Sufficient moneys shall be paid in monthly installments from the Revenue Fund into (1) the Interest Account and the Principal Account for the purpose of paying the principal of and interest (excluding Additional Interest) on the Senior Bonds as they become due and payable and (2) on or after the date that no Prior Lien Bonds remain outstanding under the Prior Lien Resolution, the Hedge Payments Account for the purpose of making Hedge Payments under Senior Hedge Agreements. Amounts held in the Interest Account shall not be used to pay Additional Interest.

(a) Interest Account. There shall be paid into the Interest Account monthly, on or before the 25th day of the month, an installment equal to 1/6th of the amount of interest (excluding Additional Interest) falling due and payable on all Outstanding Senior Bonds on the next Interest Payment Date, adjusted to give credit for any other available moneys then in the Interest Account or the Capitalized Interest Account, and further adjusted if necessary to assure the timely accumulation of the required amount in approximately equal installments. To the extent that any of the Senior Bonds bear interest at a Variable Rate, this requirement shall be deemed satisfied with respect to such Senior Bonds if the installment paid into the Interest Account in each month shall be sufficient to accumulate for such Senior Bonds an amount equal to 1/6th of the Projected Senior Interest Payment multiplied by the number of months and fractions of months expired since delivery of such Senior Bonds or the most recent Interest Payment Date. Notwithstanding the foregoing, any Series Resolution that authorizes the issuance of Additional Bonds which pay interest other than semiannually may establish a different method of accumulating money in the Interest Account to pay interest on such Additional Bonds, so long as such method provides for the accumulation, in equal installments of no greater frequency than monthly, of sufficient funds to pay interest due on such Additional Bonds on each Interest Payment Date established for such Additional Bonds. On and after the date that no Prior Lien Bonds remain outstanding under the Prior Lien Resolution, the Consolidated Government shall also deposit and continue to deposit all Hedge Receipts under Senior Hedge Agreements in the Interest Account from time to time as and when received. Moneys in the Interest Account shall be used solely to pay interest (excluding Additional Interest) on the Senior Bonds when due.

(b) Hedge Payments Account. On or before each payment date for Hedge Payments under Senior Hedge Agreements, the Consolidated Government shall deposit in the Hedge Payments Account from moneys in the Revenue Fund, on and after the date that no Prior Lien Bonds remain outstanding pursuant to the Prior Lien Resolution, an amount which, together with any other moneys already on deposit therein and available to make such payment, is not less than such Hedge Payments coming due on such payment date. In addition, on or before the 25th day of each month, the Consolidated Government shall deposit in the Hedge Payments Account from moneys in the Revenue Fund, on and after the date that no Prior Lien Bonds remain outstanding under the Prior Lien Resolution, an amount which, together with an equal amount to be deposited in each such month, if any, occurring prior to the next succeeding payment date for Hedge Payments under Senior Hedge Agreements, will not be less than the amount of such

Hedge Payments to become due on such next succeeding payment date for such Hedge Payments. No deposit pursuant to this subsection need be made to the extent that there is a sufficient amount already on deposit in the Hedge Payments Account to pay such Hedge Payments on each such payment date. Moneys in the Hedge Payments Account shall be used solely to pay Hedge Payments under Senior Hedge Agreements when due.

(c) Principal Account. There shall be paid into the Principal Account monthly, on or before the 25th day of the month, an installment equal to 1/12th of the principal amount falling due and payable on all Outstanding Senior Bonds on the next Principal Maturity Date plus whatever additional amounts may be necessary in equal monthly installments to accumulate in the Principal Account the full principal amount falling due in such Fiscal Year. For purposes of this requirement, the amount of principal falling due in any Fiscal Year shall include all amounts of principal maturing during the Fiscal Year and all amounts of principal that are subject to mandatory redemption during the Fiscal Year. Notwithstanding the foregoing, any Series Resolution that authorizes the issuance of Additional Bonds which pay principal other than annually may establish a different method of accumulating money in the Principal Account to pay principal on such Additional Bonds, so long as such method provides for the accumulation, in equal installments of no greater frequency than monthly, of sufficient funds to pay principal on such Additional Bonds when due. Moneys in the Principal Account shall be used solely for the payment of principal of the Senior Bonds as the same shall become due and payable at maturity or upon redemption.

(d) Interest Account and Principal Account Generally. No further payments need be made into the Interest Account or the Principal Account whenever the amount available in the Interest Account and the Principal Account, if added to the amount then in the Debt Service Reserve Account (without taking into account any amount available to be drawn on any Reserve Account Credit Facility), is sufficient to retire all Senior Bonds then Outstanding and to pay all unpaid interest accrued and to accrue prior to such retirement. No moneys in the Interest Account or the Principal Account shall be used or applied to the optional purchase or redemption of Senior Bonds prior to maturity unless: (i) provision shall have been made for the payment of all of the Senior Bonds; or (ii) such moneys are applied to the purchase and cancellation of Senior Bonds that are subject to mandatory redemption on the next mandatory redemption date, which falls due within 12 months, such Senior Bonds are purchased at a price not more than would be required for mandatory redemption, and such Senior Bonds are canceled upon purchase; or (iii) such moneys are applied to the purchase and cancellation of Senior Bonds at a price less than the amount of principal that would be payable on such Senior Bonds, together with interest accrued through the date of purchase, and such Senior Bonds are canceled upon purchase; or (iv) such moneys are in excess of the then required balance of the Interest Account or the Principal Account and are applied to redeem a part of the Senior Bonds Outstanding on the next succeeding redemption date for which the required notice of redemption may be given.

(e) Capitalized Interest Account. There shall be deposited into the Capitalized Interest Account the amounts specified in Series Resolutions with respect to Additional Bonds. Amounts deposited in the Capitalized Interest Account shall be applied to the payment of interest on the Senior Bonds and shall be transferred to the Interest Account to pay interest on the Senior Bonds or to reimburse any Credit Facility Issuer for amounts drawn on a Credit Facility for such purposes. Such transferred amounts shall be limited to amounts necessary to enable the

Consolidated Government to make all required deposits into the Interest Account, thereby leaving sufficient Net Operating Revenues to enable the Consolidated Government to make all required deposits to the other funds and accounts established under the Bond Resolution. Upon filing with the Depository the certificate required by Section 4.5, all amounts then on deposit in the Capitalized Interest Account shall be transferred to the Interest Account.

(f) Debt Service Reserve Account. Upon the issuance of the Series 2012 Bonds, there shall be deposited into the Debt Service Reserve Account the amount specified in Section 4.4. The balance of the Debt Service Reserve Account shall be maintained at an amount equal to the Debt Service Reserve Requirement (or such lesser amount that is required to be accumulated in the Debt Service Reserve Account in connection with the periodic accumulation to the Debt Service Reserve Requirement upon the failure of the Consolidated Government to provide a substitute Reserve Account Credit Facility in certain events). There shall be transferred from the Revenue Fund on a pro rata basis (1) to the Debt Service Reserve Account the amount necessary to restore the amount of cash and securities in the Debt Service Reserve Account to an amount equal to the difference between (a) the Debt Service Reserve Requirement (or such lesser monthly amount that is required to be deposited into the Debt Service Reserve Account upon the failure of the Consolidated Government to provide a substitute Reserve Account Credit Facility in certain events) and (b) the portion of the required balance of the Debt Service Reserve Account satisfied by means of a Reserve Account Credit Facility, and (2) to any Reserve Account Credit Facility Provider the amount necessary to reinstate any Reserve Account Credit Facility that has been drawn down. Whenever for any reason the amount in the Interest Account or the Principal Account is insufficient to pay all interest or principal falling due on the Senior Bonds within the next seven days, the Consolidated Government shall make up any deficiency by transfers from the Utility General Fund. Whenever, on the date that such interest or principal is due, there are insufficient moneys in the Interest Account or the Principal Account available to make such payment, the Consolidated Government shall, without further instructions, apply so much as may be needed of the moneys in the Debt Service Reserve Account to prevent default in the payment of such interest or principal, with priority to interest payments for the Senior Bonds. Whenever by reason of any such application or otherwise the amount remaining to the credit of the Debt Service Reserve Account is less than the amount then required to be in the Debt Service Reserve Account, such deficiency shall be remedied by monthly deposits from the Revenue Fund in accordance with the priority set forth in Section 5.3, to the extent funds are available in the Revenue Fund for such purpose.

The Consolidated Government may elect to satisfy in whole or in part the Debt Service Reserve Requirement by means of a Reserve Account Credit Facility, subject to the following requirements: (A) the Reserve Account Credit Facility Provider must have a credit rating issued by a Rating Agency not less than its second highest Rating; (B) the Consolidated Government shall not secure any obligation to the Reserve Account Credit Facility Provider by a lien equal to or superior to the lien granted to the related series of Senior Bonds; (C) each Reserve Account Credit Facility shall have a term of at least one (1) year (or, if less, the remaining term of all related series of Senior Bonds) and shall entitle the Consolidated Government to draw upon or demand payment and receive the amount so requested in immediately available funds on the date of such draw or demand; (D) the Reserve Account Credit Facility shall permit a drawing by the Consolidated Government for the full stated amount in the event (i) the Reserve Account Credit Facility expires or terminates for any reason prior to the final maturity of the related series of

Senior Bonds, and (ii) the Consolidated Government fails to satisfy the Debt Service Reserve Requirement by the deposit to the Debt Service Reserve Account of cash, securities, a substitute Reserve Account Credit Facility, or any combination thereof, on or before the date of such expiration or termination; (E) if the Rating issued by the Rating Agency to the Reserve Account Credit Facility Provider is withdrawn or reduced below its second highest Rating, the Consolidated Government shall provide a substitute Reserve Account Credit Facility within sixty (60) days after such rating change, and, if no substitute Reserve Account Credit Facility is obtained by such date, shall fund the Debt Service Reserve Requirement in not more than twenty-four (24) equal monthly deposits commencing not later than the first day of the month immediately succeeding the date representing the end of such sixty (60) day period; and (F) if the Reserve Account Credit Facility Provider commences any insolvency proceedings or is determined to be insolvent or fails to make payments when due on its obligations, the Consolidated Government shall provide a substitute Reserve Account Credit Facility within sixty (60) days thereafter, and, if no substitute Reserve Account Credit Facility is obtained by such date, shall fund the Debt Service Reserve Requirement in not more than twenty-four (24) equal monthly deposits commencing not later than the first day of the month immediately succeeding the date representing the end of such sixty (60) day period. If the events described in either clauses (E) or (F) above occur, the Consolidated Government shall not relinquish the Reserve Account Credit Facility at issue until after the Debt Service Reserve Requirement is fully satisfied by the provision of cash, securities, or a substitute Reserve Account Credit Facility or any combination thereof. Any amount received from the Reserve Account Credit Facility shall be deposited directly into the Interest Account and the Principal Account, and such deposit shall constitute the application of amounts in the Debt Service Reserve Account. Repayment of any draw-down on the Reserve Account Credit Facility (other than repayments that reinstate the Reserve Account Credit Facility) and any interest or fees due the Reserve Account Credit Facility Provider under such Reserve Account Credit Facility shall be secured by a lien on the Pledged Revenues subordinate to payments into the Sinking Fund and the Rebate Fund and payments to any Financial Facility Issuer securing Senior Bonds.

Any such Reserve Account Credit Facility shall be pledged to the benefit of the owners of each series of Senior Bonds to which such Reserve Account Credit Facility relates. The Consolidated Government reserves the right, if it deems it necessary in order to acquire such a Reserve Account Credit Facility, to amend the Bond Resolution without the consent of any of the owners of the Bonds in order to grant to the Reserve Account Credit Facility Provider such additional rights as it may demand, provided that such amendment shall not, in the written opinion of Bond Counsel filed with the Consolidated Government, impair or reduce the security granted to the owners of Senior Bonds or any of them.

Section 5.5. Utility General Fund.

In addition to the deposits to be made to the Utility General Fund pursuant to Section 5.3, the Consolidated Government shall deposit in the Utility General Fund all termination payments received under any Hedge Agreements. So long as the Prior Lien Bonds are outstanding under the Prior Lien Resolution, the Consolidated Government shall maintain at all times a minimum balance in the Utility General Fund equal to the lesser of \$2,500,000 or 5% of the Operating Revenues of the System for the immediately preceding Fiscal Year. All sums accumulated and retained in the Utility General Fund shall be used first to prevent default in the payment of

interest on or principal of the Prior Lien Bonds and the Senior Bonds when due and then shall be applied by the Consolidated Government from time to time, as and when the Consolidated Government shall determine, to the following purposes:

- (a) To the payment of Expenses of Operation and Maintenance, to the extent moneys are not available for such purpose in the Revenue Fund, including, without limitation, PILOT and PILOF payments;
- (b) So long as any Prior Lien Bonds are outstanding, to the restoration of the Sinking Fund No. 1 to the amount required at that time to be held therein;
- (c) To the restoration of the Interest Account, the Principal Account, and on and after the date the Prior Lien Bonds are no longer outstanding under the Prior Lien Resolution, the Hedge Payments Account to the respective amounts required at that time to be held therein;
- (d) To the restoration of the Rebate Fund to the amount required at that time to be held therein;
- (e) To the payment of any and all amounts that may then be due and owing to any Financial Facility Issuer securing Senior Bonds;
- (f) To the restoration of the Debt Service Reserve Account (including the reinstatement of any Reserve Account Credit Facility) to the amount required at that time to be held therein;
- (g) To the payment of any and all amounts that may then be due and owing to any Reserve Account Credit Facility Provider;
- (h) To prevent default in the payment of interest on or principal of the Subordinate Bonds when due;
- (i) To the restoration of the funds and accounts relating to Subordinate Bonds to the respective amounts required at that time to be held therein;
- (j) To the payment of all amounts required to be paid to any Financial Facility Issuer securing Subordinate Bonds as compensation for the Financial Facility securing Subordinate Bonds and as satisfaction of any other amounts due under the Financial Facility Agreement.
- (k) To the payment of any and all amounts that may then be due and owing under any Hedge Agreement (including termination payments, fees, expenses, and indemnity payments);
- (l) To the payment of any and all governmental charges and assessments against the System or any part thereof that may then be due and owing;

(m) On and after the date the Prior Lien Bonds are no longer outstanding under the Prior Lien Resolution, to the payment of any and all amounts that may then be due and owing under any Other System Obligation;

(n) To make acquisitions, betterments, extensions, repairs, or replacements or other capital improvements (including the purchase of equipment) to the System deemed necessary by the Consolidated Government (including payments under contracts with vendors, suppliers, and contractors for the foregoing purposes);

(o) On or after the date the Prior Lien Bonds are no longer outstanding under the Prior Lien Resolution, at the option of the Consolidated Government, to the acquisition of Senior Bonds by redemption or by purchase in the open market as provided and in accordance with the terms and conditions of the Bond Resolution, which Senior Bonds may be any of the Senior Bonds, prior to their respective maturities, and when so used for such purposes the moneys shall be withdrawn from the Utility General Fund and deposited into the Interest Account and the Principal Account for the Senior Bonds to be so redeemed or purchased.

Section 5.6. Deposits and Security of Funds and Accounts.

All moneys in the funds and accounts established under the Bond Resolution shall be held by the Consolidated Government in one or more Depositories qualified for use by the Consolidated Government. Uninvested moneys shall, at least to the extent not guaranteed by the Federal Deposit Insurance Corporation, be secured to the fullest extent required by the laws of the State for the security of public funds.

Section 5.7. Investment of Funds and Accounts.

So long as any Prior Lien Bonds are outstanding, moneys in the Revenue Fund, the Hedge Payments Fund and the Utility General Fund shall be invested as provided in the Prior Lien Resolution. Subject to the immediately preceding sentence, moneys in the funds and accounts established under the Bond Resolution shall be invested and reinvested in Permitted Investments bearing interest at the highest rates reasonably available (except to the extent that a restricted yield is required or advisable under Section 148 of the Code). Subject to the first sentence of this Section 5.7, moneys in the Revenue Fund may be invested by the Consolidated Government in Permitted Investments maturing not later than the date or dates on which such moneys shall be required for the purposes intended. Moneys in the Interest Account and the Capitalized Interest Account may be invested by the Consolidated Government in Permitted Investments maturing or redeemable at the option of the holder prior to the next Interest Payment Date, but whenever prior to any Interest Payment Date the aggregate of the available moneys in such accounts exceeds the amount necessary to pay interest falling due on such Interest Payment Date, such excess may be invested in Permitted Investments maturing or redeemable at the option of the holder prior to the next following Interest Payment Date. Moneys in the Principal Account may be invested by the Consolidated Government in Permitted Investments maturing or redeemable at the option of the holder prior to the next Principal Maturity Date, but whenever prior to any Principal Maturity Date the aggregate of the available moneys in such account exceeds the amount necessary to pay principal falling due on such Principal Maturity Date, such

excess may be invested in Permitted Investments maturing or redeemable at the option of the holder prior to the next following Principal Maturity Date. Moneys in the Hedge Payments Account may be invested by the Consolidated Government in Permitted Investments maturing or redeemable at the option of the holder prior to the next due date of related Hedge Payments, but whenever prior to any due date of related Hedge Payments the aggregate of the available moneys in such account exceeds the amount necessary to pay related Hedge Payments falling due on such date, such excess may be invested in Permitted Investments maturing or redeemable at the option of the holder prior to the next following due date of related Hedge Payments. Moneys in the Debt Service Reserve Account shall be invested by the Consolidated Government in Permitted Investments that mature or are redeemable at the option of the holder within five years from date of purchase. Subject to the first sentence of this Section 5.7, moneys in the Utility General Fund may be invested by the Consolidated Government in Permitted Investments. Whenever any moneys in the Debt Service Reserve Account or the Utility General Fund invested as above provided are needed for the payment of currently maturing principal of or interest on the Senior Bonds, the Consolidated Government shall cause such investments to be liquidated at current market prices, to produce the amount required, without further instructions, and shall cause the proceeds of such liquidation to be applied to the payment of such principal and interest.

Investment Earnings in each fund and account (except for those established pursuant to Article XI) shall be allocated as follows:

- (a) Investment Earnings from the investment of moneys of each account held in the Sinking Fund (except for the Debt Service Reserve Account) shall be retained in the account of the Sinking Fund to which such investments relate;
- (b) Investment Earnings from the investment of moneys of each account held in the Construction Fund shall be retained in the account of the Construction Fund to which such investments relate;
- (c) Investment Earnings from the investment of moneys in the Debt Service Reserve Account shall be retained in the Debt Service Reserve Account at all times the balance is less than the Debt Service Reserve Requirement; thereafter and at all times the balance of the Debt Service Reserve Account is equal to or greater than the Debt Service Reserve Requirement, such Investment Earnings shall be deposited in the Interest Account;
- (d) Investment Earnings from the investment of moneys in the Rebate Fund shall be retained in the Rebate Fund;
- (e) Investment Earnings from the investment of moneys in the Utility General Fund shall be retained in the Utility General Fund; and
- (f) Investment Earnings from the investment of moneys in the Revenue Fund shall be retained in the Revenue Fund.

The Series Resolution authorizing the issuance of any Subordinate Bonds shall specify any maturity limitations and allocations of Investment Earnings on investments of moneys in the funds and accounts relating to such Subordinate Bonds.

Moneys in each of such funds shall be accounted for as a separate and special fund apart from all other Consolidated Government funds, provided that investments of moneys therein may be made in a pool of investments together with other moneys of the Consolidated Government so long as sufficient Permitted Investments in such pool, not allocated to other investments of contractually or legally limited duration, are available to meet the requirements of the foregoing provisions.

Section 5.8. Valuation of Investments.

All investments made under the Bond Resolution shall, for purposes of the Bond Resolution, be valued at fair market value on each Interest Payment Date.

Section 5.9. Application of Excess in Sinking Fund.

Whenever at the end of each Fiscal Year the amount of moneys in any account of the Sinking Fund exceeds the amount then currently required to be held therein, the excess shall be transferred to the Revenue Fund.

Section 5.10. Disposition of Moneys After Payment of Bonds.

Any amounts remaining in any fund or account established under the Bond Resolution after payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or after provision for payment thereof has been made), the fees, charges, and expenses of the Paying Agent and Bond Registrar, all amounts owing to any Financial Facility Issuer, any Reserve Account Credit Facility Provider, and any Qualified Hedge Provider, and all other amounts required to be paid under the Bond Resolution (including amounts required to be paid into the Rebate Fund), shall be promptly paid to the Consolidated Government.

ARTICLE VI

ADDITIONAL BONDS AND SUBORDINATE BONDS

Section 6.1. No Prior Lien Bonds nor Additional Bonds Except as Permitted in the Bond Resolution.

All Senior Bonds shall have complete parity of lien on the Pledged Revenues despite the fact that any of the Senior Bonds may be delivered at an earlier date than any other of the Senior Bonds. The Consolidated Government may issue Additional Bonds in accordance with the Bond Resolution, and the Consolidated Government shall issue no other obligations of any kind or nature payable from or enjoying a lien on the Pledged Revenues or any part thereof having priority over or (except as permitted in the Bond Resolution) on a parity with the Series 2012 Bonds.

Section 6.2. Refunding Bonds.

Any or all of the Prior Lien Bonds and the Senior Bonds may be refunded in accordance with their terms, or with the consent of the owners of such Prior Lien Bonds or such Senior Bonds, and the refunding Bonds so issued shall constitute Additional Bonds, if:

(a) The Consolidated Government shall have executed a certificate: (i) setting forth the aggregate amount of interest and principal of all Prior Lien Bonds and Senior Bonds falling due during the then current Fiscal Year and for each subsequent Fiscal Year to and including the Fiscal Year of the last maturity of any Prior Lien Bonds and Senior Bonds then Outstanding (A) with respect to all Prior Lien Bonds and Senior Bonds Outstanding immediately prior to the date of authentication and delivery of such refunding Bonds and (B) with respect to all Prior Lien Bonds and Senior Bonds to be Outstanding immediately thereafter; and (ii) demonstrating that the amount set forth for each Fiscal Year pursuant to (i)(B) above is no greater than the amount set forth for such Fiscal Year pursuant to (i)(A) above.

(b) As an alternative to, and in lieu of, satisfying the requirements of Section 6.2(a), all Outstanding Senior Bonds are being refunded under arrangements that immediately result in making provision for the payment of the refunded Senior Bonds.

(c) The requirements of Section 6.3(d) and 6.3(f) are met with respect to such refunding Bonds.

Section 6.3. Additional Bonds Generally.

Bonds (including refunding Bonds that do not meet the requirements of Section 6.2) may also be issued on a parity with the Series 2012 Bonds pursuant to a Series Resolution, and the Bonds so issued shall constitute Additional Bonds, if all of the following conditions are satisfied:

(a) Except in the case of Additional Bonds issued for refunding purposes pursuant to Section 6.2, there shall have been procured and filed with the Consolidated Government either:

(i) a report by an Independent Certified Public Accountant to the effect that the historical Net Operating Revenues and Investment Earnings (excluding Investment Earnings, if any, on the Construction Fund) for a period of 12 consecutive months of the most recent 24 consecutive months prior to the issuance of the proposed Additional Bonds were equal to at least 125% of the maximum annual Debt Service Requirement on all Prior Lien Bonds and Senior Bonds that will be Outstanding immediately after the issuance of the proposed Additional Bonds, in the then current or any succeeding Fiscal Year, or

(ii) (1) a report by an Independent Certified Public Accountant to the effect that the historical Net Operating Revenues and Investment Earnings (excluding Investment Earnings, if any, on the Construction Fund) for a period of 12 consecutive months of the most recent 24 consecutive months prior to the issuance of the proposed Additional Bonds were equal to at least 125% of the historical Debt Service Requirement on all Prior Lien Bonds and Senior Bonds that were Outstanding during such 12 month period, and

(2) a report by an Independent Consulting Engineer to the effect that (A) the forecasted Net Operating Revenues and Investment Earnings (excluding Investment Earnings, if any, on the Construction Fund) for the period beginning on the expected date of issuance of the proposed Additional Bonds and ending on the date of commencement of the Forecast Period are expected to equal at least 100% of the Debt Service Requirement during such period on all Prior Lien Bonds and Senior Bonds that will be Outstanding immediately after the issuance of the proposed Additional Bonds, after taking into account amounts deposited into the Capitalized Interest Account, and (B) the forecasted Net Operating Revenues and Investment Earnings (excluding Investment Earnings, if any, on the Construction Fund) for each Fiscal Year in the Forecast Period are expected to equal at least 125% of the maximum annual Debt Service Requirement on all Prior Lien Bonds and Senior Bonds that will be Outstanding immediately after the issuance of the proposed Additional Bonds, in the then current or any succeeding Fiscal Year.

The reports by the Independent Certified Public Accountant that are required by this Section 6.3(a) may contain pro forma adjustments to historical Net Operating Revenues equal to 100% of the increased annual amount attributable to any revision in the schedule of rates, fees, and charges for the services, facilities, and commodities furnished by the System, imposed prior to the date of delivery of the proposed Additional Bonds and not fully reflected in the historical Net Operating Revenues actually received during such 12-month period. Such pro forma adjustments shall be based upon a report of an Independent Consulting Engineer as to the amount of Operating Revenues that would have been received during such 12-month period had the new rate schedule been in effect throughout such 12-month period.

The report by the Independent Consulting Engineer that is required by Section 6.3(a)(ii)(2) may not take into consideration any rate schedule to be

imposed in the future, unless such rate schedule has been adopted by resolution of the Commission. Such rate schedule adopted by resolution may contain, however, future effective dates.

(b) The Consolidated Government shall have received, at or before issuance of the Additional Bonds, a report from an Independent Certified Public Accountant to the effect that the payments required to be made into each account of the Sinking Fund have been made and the balance in each account of the Sinking Fund is not less than the balance required by the Bond Resolution as of the date of issuance of the proposed Additional Bonds.

(c) The Series Resolution authorizing the proposed Additional Bonds must require the proceeds of such proposed Additional Bonds to be used to make capital improvements to the System, to fund interest on the proposed Additional Bonds, to acquire existing or proposed water or sewer utilities, to refund other obligations issued for such purposes (whether or not such refunding Bonds satisfy the requirements of Section 6.2), and to pay expenses incidental thereto and to the issuance of the proposed Additional Bonds.

(d) If any Additional Bonds would bear interest at a Variable Rate, the Series Resolution under which such Additional Bonds are issued shall provide a maximum rate of interest per annum that such Additional Bonds may bear.

(e) The Administrator of the Consolidated Government and the Director of the Utilities Department of the Consolidated Government shall have certified, by written certificate dated as of the date of issuance of the Additional Bonds, that the Consolidated Government is in compliance with all requirements of the Bond Resolution.

(f) The Consolidated Government shall have received an opinion of Bond Counsel, dated as of the date of issuance of the Additional Bonds, to the effect that the Series Resolution and any related Supplemental Resolution authorizing the issuance of Additional Bonds have been duly adopted by the Consolidated Government.

Section 6.4. Subordinate Bonds.

(a) Bonds may also be issued on a subordinate basis with respect to the Senior Bonds pursuant to a Series Resolution, payable from moneys that would otherwise be deposited in the Utility General Fund, and the Bonds so issued shall constitute Subordinate Bonds, if all of the following conditions are satisfied:

(1) The Series Resolution authorizing the Subordinate Bonds shall provide that such Subordinate Bonds shall be junior and subordinate in lien and right of payment to all Senior Bonds Outstanding at any time.

(2) The Series Resolution authorizing the Subordinate Bonds shall establish funds and accounts for the moneys that would otherwise be deposited in the Utility General Fund, to be used to pay debt service on the Subordinate Bonds, to pay Hedge Payments under Subordinate Hedge Agreements or and after the date that the Prior Lien

Bonds are no longer outstanding under the Prior Lien Resolution, and to provide reserves therefor.

(3) The requirements of Section 6.3(c), 6.3(d), and 6.3(f) are met with respect to such Subordinate Bonds (as if such Bonds constituted Additional Bonds).

(b) In the event of any insolvency or bankruptcy proceedings, and any receivership, liquidation, reorganization, or other similar proceedings in connection therewith, relative to the Consolidated Government or to its creditors, as such, or to its property, and in the event of any proceedings for voluntary liquidation, dissolution, or other winding up of the Consolidated Government, whether or not involving insolvency or bankruptcy, the owners of all Senior Bonds then Outstanding and related Qualified Hedge Providers shall be entitled to receive payment in full of all principal and interest due on all such Senior Bonds in accordance with the provisions of the Bond Resolution and related Hedge Payments in accordance with the provisions of the Senior Hedge Agreements before the owners of the Subordinate Bonds or related Qualified Hedge Providers are entitled to receive any payment from the Pledged Revenues or the amounts held in the funds and accounts created under the Bond Resolution on account of principal of, premium, if any, or interest on the Subordinate Bonds or Hedge Payments under Subordinate Hedge Agreements.

(c) In the event that any of the Subordinate Bonds are declared due and payable before their expressed maturities because of the occurrence of an event of default (under circumstances when the provisions of paragraph (b) shall not be applicable), the owners of all Senior Bonds Outstanding and related Qualified Hedge Providers at the time such Subordinate Bonds so become due and payable because of the occurrence of such an event of default shall be entitled to receive payment in full of all principal and interest on all such Senior Bonds and all Hedge Payments under related Senior Hedge Agreements before the owners of the Subordinate Bonds or related Qualified Hedge Providers are entitled to receive any accelerated payment from the Pledged Revenues or the amounts held in the funds and accounts created under the Bond Resolution of principal of, premium, if any, or interest on the Subordinate Bonds or Hedge Payments under Subordinate Hedge Agreements.

(d) If any Event of Default shall have occurred and be continuing (under circumstances when the provisions of paragraph (b) shall not be applicable), the owners of all Senior Bonds then Outstanding and related Qualified Hedge Providers shall be entitled to receive payment in full of all principal and interest then due on all such Senior Bonds and all Hedge Payments under related Senior Hedge Agreements before the owners of the Subordinate Bonds or related Qualified Hedge Providers are entitled to receive any payment from the Pledged Revenues or the amounts held in the funds and accounts created under the Bond Resolution of principal of, premium, if any, or interest on the Subordinate Bonds or Hedge Payments under Subordinate Hedge Agreements.

(e) No owner of Senior Bonds or any related Qualified Hedge Provider shall be prejudiced in its right to enforce subordination of the Subordinate Bonds and Subordinate Hedge Agreements by any act or failure to act on the part of the Consolidated Government.

(f) The obligations of the Consolidated Government to pay to the owners of the Subordinate Bonds the principal of, premium, if any, and interest thereon in accordance with their terms and to pay to related Qualified Hedge Providers Hedge Payments in accordance with the terms of the Subordinate Hedge Agreements shall be unconditional and absolute. Nothing in the Bond Resolution shall prevent the owners of the Subordinate Bonds or related Qualified Hedge Providers from exercising all remedies otherwise permitted by applicable law or under the Bond Resolution or the Subordinate Hedge Agreements upon default thereunder, subject to the rights contained in the Bond Resolution of the owners of Senior Bonds and related Qualified Hedge Providers to receive cash, property, or securities otherwise payable or deliverable to the owners of the Subordinate Bonds and related Qualified Hedge Providers, and any Series Resolution authorizing Subordinate Bonds may provide that, insofar as a trustee or paying agent for the Subordinate Bonds is concerned, the foregoing provisions shall not prevent the application by such trustee or paying agent of any moneys deposited with such trustee or paying agent for the purpose of the payment of or on account of the principal of, premium, if any, and interest on such Subordinate Bonds and Hedge Payments under Subordinate Hedge Agreements if such trustee or paying agent did not have knowledge at the time of such application that such payment was prohibited by the foregoing provisions.

(g) Any series of Subordinate Bonds and related Subordinate Hedge Agreements may have such rank or priority with respect to any other series of Subordinate Bonds and related Subordinate Hedge Agreements as may be provided in the Series Resolution authorizing such series of Subordinate Bonds and may contain such other provisions as are not in conflict with the provisions of the Bond Resolution.

Section 6.5. Accession of Subordinate Bonds and related Subordinate Hedge Agreements to Parity Status.

By proceedings authorizing Subordinate Bonds, the Consolidated Government may provide for the accession of such Subordinate Bonds and related Subordinate Hedge Agreements to the status of complete parity with the Senior Bonds and related Senior Hedge Agreements if, as of the date of accession, the conditions of Section 6.3(a)(i) and 6.3(f) are satisfied, on a basis that includes all Outstanding Senior Bonds and such Subordinate Bonds, and if on the date of accession:

(a) the Debt Service Reserve Account contains an amount equal to the Debt Service Reserve Requirement; and

(b) the Interest Account, the Principal Account, and the Hedge Payments Account contain the amounts that would have been required to be accumulated therein on the date of accession if the Subordinate Bonds had originally been issued as Additional Bonds.

Section 6.6. Adoption of Proceedings and Validation.

The Consolidated Government shall adopt a Series Resolution authorizing the issuance of any additional Bonds and reciting that the requirements of this Article have been satisfied, and shall set forth in such proceedings, among other things, the date or dates such additional Bonds

shall bear and the rate or rates of interest, interest payment date or dates, maturity date or dates, and redemption provisions with respect to such additional Bonds and any other matters applicable to such additional Bonds as the Consolidated Government may deem advisable.

Any such Series Resolution shall restate and reaffirm, by reference, all of the applicable terms, conditions, and provisions of the Bond Resolution not modified by the Series Resolution.

All additional Bonds, any Series Resolution providing for additional Bonds, and all proceedings relative thereto and the security therefor shall be validated as then prescribed by law.

Section 6.7. Proceedings Authorizing Additional Bonds.

No Series Resolution authorizing the issuance of additional Bonds as permitted under this Article shall conflict with the terms and conditions of the Bond Resolution, except to the extent that the Series Resolution is adopted for one of the purposes set forth in Section 12.1 and complies with the provisions of Section 12.1 for the adoption of Supplemental Resolutions without the consent of Bondholders.

Section 6.8. Applicability to Additional Bonds.

The provisions of the Bond Resolution shall be construed as including and being applicable to any future series of Bonds, and any such Bonds shall be treated, unless otherwise specifically stated, just as if they had been issued together with the Series 2012 Bonds and pursuant to the terms of this Master Bond Resolution.

Section 6.9. Financial Facilities and Hedge Agreements.

(a) In connection with the issuance of any Bonds under the Bond Resolution, the Consolidated Government may obtain or cause to be obtained one or more Financial Facilities providing for payment of all or a portion of the principal of, premium, if any, or interest due or to become due on such Bonds, providing for the purchase of such Bonds by the Financial Facility Issuer, or providing funds for the purchase of such Bonds by the Consolidated Government. In connection therewith the Consolidated Government shall enter into Financial Facility Agreements with such Financial Facility Issuers providing for, among other things, (i) the payment of fees and expenses to such Financial Facility Issuers for the issuance of such Financial Facilities; (ii) the terms and conditions of such Financial Facilities and the Bonds affected thereby; and (iii) the security, if any, to be provided for the issuance of such Financial Facilities. The Consolidated Government may secure any Financial Facility by an agreement providing for the purchase of the Bonds secured thereby with such adjustments to the rate of interest, method of determining interest, maturity, or redemption provisions as are specified by the Consolidated Government in the applicable Series Resolution. The Consolidated Government may in a Financial Facility Agreement agree to directly reimburse such Financial Facility Issuer for amounts paid under the terms of such Financial Facility, together with interest thereon; provided, however, that no Reimbursement Obligation shall be created for purposes of the Bond Resolution until amounts are paid under such Financial Facility. Any such Reimbursement Obligation shall be deemed to be a part of the Bonds to which the Financial Facility relates that gave rise to such Reimbursement Obligation, and references to principal and

interest payments with respect to such Bonds shall include principal and interest (except for Additional Interest and principal amortization requirements with respect to the Reimbursement Obligation that are more accelerated than the amortization requirements for the related Bonds, without acceleration) due on the Reimbursement Obligation incurred as a result of payment of such Bonds with the Financial Facility. All other amounts payable under the Financial Facility Agreement (including any Additional Interest and principal amortization requirements with respect to the Reimbursement Obligation that are more accelerated than the amortization requirements for the related Bonds, without acceleration) shall be fully subordinate to the payment of debt service on the related class of Bonds. Any such Financial Facility shall be for the benefit of and secure such Bonds or portion thereof as specified in the applicable Series Resolution.

(b) In connection with the issuance of any Bonds or at any time thereafter so long as such Bonds remain Outstanding, the Consolidated Government may enter into Hedge Agreements with Qualified Hedge Providers, and no other providers, with respect to any Bonds. The Consolidated Government shall authorize the execution, delivery, and performance of each Hedge Agreement in a Supplemental Resolution, in which it shall designate the related Hedged Bonds. On and after the date that no Prior Lien Bonds are outstanding under the Prior Lien Resolution, the Consolidated Government's obligation to pay Hedge Payments may be secured by a pledge of, and lien on, the Pledged Revenues on a parity with the lien created by Section 5.1 to secure the related Hedged Bonds, or may be subordinated in lien and right of payment to the payment of the Bonds, as determined by the Consolidated Government.

Section 6.10. Other Obligations.

The Consolidated Government expressly reserves the right, at any time, to adopt one or more other bond resolutions and reserves the right, at any time, to issue any Other System Obligations not secured by the amounts pledged under the Bond Resolution.

Section 6.11. Abrogation of Right to Issue Bonds under the Prior Lien Resolution.

Notwithstanding anything in the Prior Lien Resolution to the contrary, the Consolidated Government agrees that it will not issue any additional bonds or obligations of any kind under the Prior Lien Resolution. Accordingly, no obligations of the Consolidated Government shall be secured by the Prior Lien Resolution, except for the Prior Lien Bonds.

ARTICLE VII

DEPOSITORIES OF MONEYS AND SECURITIES FOR DEPOSITS

Section 7.1. Depository; Security for Deposits.

(a) All moneys received by the Consolidated Government under the terms hereof shall, subject to the giving of security as hereinafter provided, be deposited with the proper Depository in the name of the Consolidated Government. All moneys deposited under the provisions hereof shall be deposited in banks insured by the Federal Deposit Insurance Corporation, or any successor thereto, and such moneys shall be applied in accordance with the terms and for the purposes set forth in this Bond Resolution and shall not be subject to lien or attachment or any type of security interest by any creditor of the Consolidated Government.

(b) No moneys belonging to any of the Funds shall be deposited or remain on deposit and uninvested with any Depository in an amount in excess of the amount guaranteed by the Federal Deposit Insurance Corporation, or any successor thereto, unless such institution shall have pledged for the benefit of the Consolidated Government and the owners of the Bonds as collateral security for the moneys deposited direct obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America, or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits.

(c) In the event the Depository of the Sinking Fund and the Paying Agent for all Bonds then outstanding is the same bank acting in both capacities, then said Depository of the Sinking Fund shall, without any further direction on the part of or any further authorization from the Consolidated Government, use and disburse the moneys in the Sinking Fund as provided in this Bond Resolution; except that, if, as provided under Article III, it redeems or buys any Bonds with moneys in the Sinking Fund, then proper authorization and direction from the Consolidated Government shall be furnished for such use and disbursement.

Section 7.2. Successor Custodians and Depositories.

The Consolidated Government may, from time to time, designate a successor Depository provided said custodians and depositories comply with all of the provisions of this Article and the applicable provisions of the Bond Resolution.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. Rate Covenant.

The Consolidated Government shall continuously own, control, operate, and maintain the System in an efficient and economical manner and on a revenue producing basis and shall prescribe, fix, maintain, and collect rates, fees, and other charges for the services, facilities, and commodities furnished by the System fully sufficient to:

(a) provide for 100% of the Expenses of Operation and Maintenance and for the accumulation in the Revenue Fund of a reasonable reserve therefor to the extent required by the Bond Resolution; and

(b) produce Net Operating Revenues in each Fiscal Year that (together with Investment Earnings, other than Investment Earnings on the Construction Fund):

(i) will equal at least 110% of the Debt Service Requirement on all Prior Lien Bonds and Senior Bonds then Outstanding for the year of computation and 100% of the Debt Service Requirement on all Subordinate Bonds then Outstanding for the year of computation;

(ii) will enable the Consolidated Government to make all required payments, if any, into the debt service reserve account created under the Prior Lien Resolution, the Debt Service Reserve Account and the Rebate Fund and to any Financial Facility Issuer, any Reserve Account Credit Facility Provider, and any Qualified Hedge Provider;

(iii) will enable the Consolidated Government to accumulate an amount to be held in the Utility General Fund as required by the Bond Resolution, and such greater amount which in the judgment of the Consolidated Government is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System, necessary to keep the same in good operating condition or as is required by any governmental agency having jurisdiction over the System; and

(iv) will remedy all deficiencies in required payments into any of the funds and accounts mentioned in the Bond Resolution from prior Fiscal Years.

If the Consolidated Government fails to prescribe, fix, maintain, and collect rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the provisions of this Section, the owners of not less than 25% in aggregate principal amount of the Senior Bonds then Outstanding, without regard to whether any Event of Default shall have occurred, may institute and prosecute in any court of competent jurisdiction an appropriate action to compel the Consolidated Government to prescribe, fix, maintain, or collect such rates, fees, and other charges, or to revise such rates, fees, and other charges, in accordance with the requirements of this Section.

The rates, fees, and other charges shall be classified in a reasonable manner to cover users of the services and facilities furnished by the System so that, as nearly as practicable, such rates, fees, and other charges shall be uniform in application to all users falling within any reasonable class. No free services shall at any time be furnished from the System. All service shall be on a metered basis except public parks, fire hydrants, and fire sprinklers. All services shall be furnished in accordance with rates now or hereafter established.

Section 8.2. Maintenance of the System in Good Condition.

The Consolidated Government covenants that it has and will continue to enforce reasonable rules and regulations governing the System and the operation thereof, that all compensation, salaries, fees, and wages paid by it in connection with the operation, maintenance, and repair of the System will be reasonable, and that no more persons will be employed by it than are necessary, that it will operate the System in an efficient and economical manner and will at all times maintain the System in good repair and in sound operating condition, that it will make all necessary repairs, renewals, and replacements to the System, and that it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to the System and the Consolidated Government's operation thereof.

Section 8.3. Insurance.

So long as any Prior Lien Bonds are outstanding, the Consolidated Government will maintain insurance coverage with respect to the System and proceeds of such insurance shall be applied as provided in the Prior Lien Resolution. With respect to the System, the Consolidated Government will carry adequate public liability, fidelity, and property insurance, such as is maintained by similar utilities as the System, including but not limited to the following:

- (a) comprehensive general liability insurance on an occurrence or claims made basis with limits of at least \$_____ per occurrence; and
- (b) the following properties will at all times be insured to the full insurable value thereof with a responsible insurance company or companies, authorized and qualified under the laws of the State to assume the risks thereof against loss or damage from the following causes: (i) all buildings and all machinery and equipment therein against loss or damage by fire, lightning, tornado, winds, and explosions; and (ii) all other property against loss or damage by fire or lightning if the same is not fireproof, and against loss or damage from other causes customarily insured against by similar utilities of like size; and
- (c) fidelity bonds or policies covering all agents, employees, and officials of the Consolidated Government whose duties involve the receipt, custody, investment, or disbursement of Operating Revenues, Investment Earnings, Hedge Receipts, or other Pledged Revenues, including proceeds from the sale of Bonds, in an amount not less than the greatest amount reasonably anticipated to be within the custody or control of such officer, agent, or employee at one time.

The Consolidated Government shall indemnify itself against the usual hazards incident to the construction of any Project, and without in any way limiting the generality of the above, shall: (a) require each construction contractor and each subcontractor to furnish a bond, or bonds, of such type and in amounts adequate to assure the faithful performance of their contracts and the payment of all bills and claims for labor and material arising by virtue of such contracts; and (b) require each construction contractor or the subcontractor to maintain at all times until the completion and acceptance of the Project adequate compensation insurance for all of their employees and adequate public liability and property damage insurance for the full and complete protection of the Consolidated Government from any and all claims of every kind and character that may arise by virtue of the operations under their contracts, whether such operations be by themselves or by anyone directly or indirectly for them, or under their control.

All such policies shall be for the benefit of and made payable to the Consolidated Government and shall be on deposit with the Consolidated Government; provided, however, the Consolidated Government may elect to be a self-insurer with respect to any risks for which insurance is required under this Section 8.3. The cost of such insurance may be paid as an Expense of Operation and Maintenance.

All moneys received for losses under any such insurance policies, except public liability policies, are hereby pledged by the Consolidated Government as security for the Bonds until and unless such proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by repairing the property damaged or replacing the property destroyed or by depositing the same in the Utility General Fund. Adequate provision for making good such loss and damage shall be made within 120 days from the date of the loss. Insurance proceeds not used in making such provision shall be deposited in the Utility General Fund on the expiration of such 120-day period. Such insurance proceeds shall be payable to the Consolidated Government by appropriate clause to be attached to or inserted in the policies.

Section 8.4. No Sale, Lease, or Encumbrance; Exceptions.

Except as expressly permitted in the Prior Lien Resolution (so long as any Prior Lien Bonds are outstanding) and the Bond Resolution, the Consolidated Government irrevocably covenants, binds, and obligates itself not to sell, lease, encumber, or in any manner dispose of the System as a whole or in part until all of the Bonds and all interest thereon shall have been paid in full or provision for payment has been made in accordance with Article XI.

Subject to the restrictions relating to the sale of the System contained in Article VII, Section 7 of the Prior Lien Resolution (so long as any Prior Lien Bonds are outstanding), the Consolidated Government shall have and hereby reserves the right to sell, lease, or otherwise dispose of any of the property comprising a part of the System in the following manner, if any one of the following conditions exists: (i) such property is not necessary for the operation of the System; (ii) such property is not useful in the operation of the System; (iii) such property is not profitable in the operation of the System; or (iv) the disposition of such property will be advantageous to the System and will not adversely affect the security for the Bondholders. All proceeds of any such sale shall be deposited in the Utility General Fund.

In addition, subject to the restrictions relating to the sale of the System contained in Article VII, Section 7 of the Prior Lien Resolution (so long as any Prior Lien Bonds are outstanding), the Consolidated Government reserves the right to sell or transfer any portion of the System to any political subdivision or authority or agency of one or more political subdivisions of the State, provided that there shall be first filed with the Consolidated Government: (i) an opinion of Bond Counsel to the effect that such sale will not adversely affect the extent to which interest on any Tax-Exempt Bonds is excluded from gross income for federal income tax purposes; and (ii) an opinion of an Independent Consulting Engineer expressing the view that such sale will not result in any diminution of Pledged Revenues to the extent that in any future Fiscal Year the Pledged Revenues will be less than 125% of the maximum annual Debt Service Requirement on all Prior Lien Bonds and all Senior Bonds to be Outstanding after such sale, in the then current or any succeeding Fiscal Year. In reaching this conclusion, the Independent Consulting Engineer shall take into consideration such factors as the Independent Consulting Engineer may deem significant, including (i) anticipated diminution of Operating Revenues, (ii) anticipated increase or decrease in Expenses of Operation and Maintenance attributable to the sale, and (iii) reduction in the annual Debt Service Requirement attributable to the application of the sale proceeds to the provision for payment of Bonds theretofore Outstanding. Such sale may include a partial interest in a water or sewer facility owned or to be owned in whole or in part by the Consolidated Government. All proceeds of any such sale shall be deposited in the Utility General Fund.

Subject to the restrictions related to the sale of the System contained in Article VII, Section 7 of the Prior Lien Resolution (so long as any Prior Lien Bonds are outstanding), the Consolidated Government reserves the right to transfer the System as a whole to any political subdivision or authority or agency of one or more political subdivisions of the State to which may be delegated the legal authority to own and operate the System, or any portion thereof, on behalf of the public, and which undertakes in writing, filed with the Consolidated Government, the Consolidated Government's obligations under the Bond Resolution, provided that there shall be first filed with the Consolidated Government: (i) an opinion of Bond Counsel to the effect that such sale will not adversely affect the extent to which interest on any Tax Exempt Bonds is excludable from gross income for federal income tax purposes; and (ii) an opinion of an Independent Consulting Engineer expressing the view that such transfer will not result in any diminution of Pledged Revenues to the extent that in any future Fiscal Year the Pledged Revenues will be less than 125% of the maximum annual Debt Service Requirement on all Prior Lien Bonds and Senior Bonds to be Outstanding after such sale, in the then current or any succeeding Fiscal Year. In reaching this conclusion, the Independent Consulting Engineer shall take into consideration such factors as the Independent Consulting Engineer may deem significant, including any rate schedule to be imposed by the transferee political subdivision, authority, or agency.

Section 8.5. Books, Records, and Accounts.

The Consolidated Government shall, after the close of each Fiscal Year, cause the books, records, and accounts of the System to be properly audited by an Independent Certified Public Accountant and shall require such Independent Certified Public Accountant to complete its report within 180 days after the close of the Fiscal Year. The audit report shall cover, but shall not be limited to, a balance sheet, an income statement, a cash flow statement, and any other

statement required by law or accounting convention, and a report by such Independent Certified Public Accountant disclosing any material financial default on the part of the Consolidated Government in the performance of any covenant in the Bond Resolution. A copy of such annual audit report shall be made available to any Bondholder, Financial Facility Issuer, Qualified Hedge Provider, or Reserve Account Credit Facility Provider on request.

Section 8.6. Rights of Inspection.

The owner or owners of \$1,000,000 or more in aggregate principal amount of Bonds, any Financial Facility Issuer, any Qualified Hedge Provider, or any Reserve Account Credit Facility Provider shall have the right at all reasonable times to inspect the System and all records, accounts, and data of the Consolidated Government relating thereto. Upon request the Consolidated Government will furnish to such persons such financial statements and other available information relating to the Consolidated Government and the System as such persons may from time to time reasonably require.

Section 8.7. No Impairment of Rights.

The Consolidated Government shall not enter into any contract or contracts, nor take any action, the results of which might materially impair the rights of the Bondholders.

Section 8.8. Satisfaction of Liens.

The Consolidated Government will from time to time duly pay and discharge or cause to be paid and discharged all taxes, assessments, and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Pledged Revenues, as well as any lawful claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the System or the Pledged Revenues or any part thereof or that might impair the security of the Bonds, except when the Consolidated Government in good faith contests its liability to pay the same.

Section 8.9. Compulsory Sewer Connections.

In consideration of the purchase of the Bonds and in order better to secure the prompt payment of principal and interest thereon, as well as for the purpose of protecting the health and welfare of the inhabitants of the Consolidated Government, and acting under authority of the general laws of the State, the Consolidated Government will, to the extent permitted by law, and to the extent not prevented by physical impediments or inadequate capacity of the System, require every owner of each lot and parcel of land in the jurisdiction which is served by the Consolidated Government and which abuts upon any street or public way containing a sewage line forming a part of the System and upon which lot a building shall subsequently be constructed for residential, commercial, or industrial use, to connect such building to such sewage line and to refrain from using any other method for the disposal of sewage.

Section 8.10. Enforcement of Charges and Connections.

The Consolidated Government shall compel the prompt payment of rates, fees, and charges imposed for service rendered on every lot or parcel connected with the System, and to

that end will vigorously enforce all of the provisions of any resolution or ordinance of the Consolidated Government having to do with water and sewer connections and with water and sewer charges, and all of the rights and remedies permitted the Consolidated Government under law. The Consolidated Government by this Section expressly covenants and agrees that such charges will be enforced and promptly collected to the full extent permitted by law, including the requirement for the making of reasonable deposits by customers of the System to the extent required by the Consolidated Government and the securing of injunctions against the disposition of sewage or industrial waste into the System by any premises delinquent in the payment of such charges.

Section 8.11. Payments.

All payments falling due on the Bonds for principal and interest shall be made by the Consolidated Government from the Pledged Revenues or, at the Consolidated Government's option, other legally available revenues to the owners thereof when due in full, and all reasonable and authorized charges made by the Bond Registrar and any Paying Agent shall be paid by the Consolidated Government when due.

Section 8.12. No Loss of Lien on Revenues.

The Consolidated Government shall not do, or omit to do, or permit to be done or to be omitted any matter or thing whatsoever whereby the lien of the Bond Resolution on the Pledged Revenues or any part thereof might or could be lost or impaired.

Section 8.13. Annual Budget.

The Consolidated Government agrees to adopt an Annual Budget for the System for each Fiscal Year in compliance with the rate covenants as stated in Section 8.1.

Section 8.14. Tax Provisions.

The Consolidated Government recognizes that the purchasers and owners of Tax-Exempt Bonds will have accepted the Tax-Exempt Bonds on, and paid for the Tax-Exempt Bonds a price that reflects, the understanding that interest on such Tax-Exempt Bonds is not included in the gross income of the owners for federal income tax purposes under laws in force at the time the Tax-Exempt Bonds shall have been delivered.

The Consolidated Government shall take any and all action that may be required from time to time in order to assure that interest on the Tax-Exempt Bonds shall remain excludable from the gross income of the owners of the Tax-Exempt Bonds for federal income tax purposes and shall refrain from taking any action that would adversely affect such status.

Prior to or contemporaneously with delivery of each series of Tax-Exempt Bonds, the Mayor and the Clerk of the Commission shall execute a certificate as to arbitrage matters on behalf of the Consolidated Government respecting the investment of the proceeds of such series of Tax-Exempt Bonds. Such certificate shall be a representation and certification of the Consolidated Government, and an executed copy thereof shall be delivered to the Bond Registrar. The Consolidated Government shall not knowingly invest or participate in the

investment of any moneys held under the Bond Resolution if such investment would cause interest on any Tax-Exempt Bonds to become included in gross income for federal income tax purposes.

The Mayor or the Clerk of the Commission may also execute and deliver, on behalf of the Consolidated Government: (i) such agreements, filings, and other writings as may be necessary or desirable to cause or bind the Consolidated Government to comply with any requirements for rebate under Section 148(f) of the Code, or (ii) such certificate or other writing as may be necessary or desirable to qualify for exemption from such rebate requirements.

The Consolidated Government shall calculate, from time to time, as required in order to comply with the provisions of Section 148(f) of the Code, the amounts required to be rebated (including penalties) to the United States and shall deposit or cause to be deposited into the Rebate Fund any and all of such amounts promptly following a determination of any such amount.

The Consolidated Government shall direct the Depository of the Rebate Fund to keep all moneys held therein invested in Permitted Investments. To the extent and at the times required in order to comply with Section 148(f) of the Code, the Consolidated Government may withdraw funds from the Rebate Fund for the purpose of making rebate payments (including penalties) to the United States as required by Section 148(f) of the Code. Except as otherwise specifically provided in this Section, moneys in the Rebate Fund may not be withdrawn from the Rebate Fund for any other purpose.

All earnings on investments held in any account of the Rebate Fund shall be retained in such account of the Rebate Fund and shall become part of such account of the Rebate Fund. Moneys held in the Rebate Fund, including the investment earnings thereon, if any, shall not be subject to a pledge in favor of the owners of the Bonds under the Bond Resolution and may not be used to pay amounts due on the Bonds or under any Financial Facility Agreements or Hedge Agreements or amounts required for the operation, maintenance, enlargement, or extension of the System.

The Consolidated Government shall have the right to create special accounts, from time to time, in the Rebate Fund as it may deem desirable.

If the Consolidated Government shall deliver to the Depository of the Rebate Fund a certificate, signed by an officer of the Consolidated Government, certifying that the Consolidated Government has filed all reports required to be filed with the United States pursuant to Section 148(f) of the Code and has made all payments required to be made to the United States pursuant to Section 148(f) of the Code, then the Depository of the Rebate Fund shall transfer to, or upon the order of, the Consolidated Government all moneys or investments remaining in the Rebate Fund, and such moneys and investments may be used by the Consolidated Government for any lawful purpose permitted by the Bond Resolution.

The Consolidated Government may employ any rebate analyst or other expert to perform any of the Consolidated Government's duties with respect to the Rebate Fund, other than payment of moneys into the Rebate Fund.

The Consolidated Government hereby covenants and agrees that it will not use or permit any use of the proceeds of the sale of any Tax-Exempt Bonds, or any other moneys arising out of the ownership or operation of the System or otherwise, or use or permit the use of any of the facilities being financed or refinanced thereby or any other portion of the System, which would cause any Tax-Exempt Bonds or any portion thereof to be “private activity bonds” within the meaning of Section 141 of the Code.

The covenants, certifications, representations, and warranties contained in this Section shall survive payment in full or provision for payment in full of the Tax-Exempt Bonds.

The Consolidated Government hereby agrees to adopt and comply with the Tax Policy, attached hereto as Exhibit B.

Section 8.15. Payments to Consolidated Government Must be in Money.

The Consolidated Government shall require all payments to be made to the Consolidated Government as water and sewerage service charges to be made in lawful moneys of the United States of America.

Section 8.16. Continuing Disclosure for Series 2012 Bonds.

The Consolidated Government hereby covenants and agrees that it shall comply with and carry out all of the provisions of the Series 2012 Continuing Disclosure Certificate. Notwithstanding any other provision of the Bond Resolution, failure of the Consolidated Government to comply with the Series 2012 Disclosure Certificate shall not be considered a default or an Event of Default under the Bond Resolution. It is expressly provided, however, that any beneficial owner of the Series 2012 Bonds may take such action, to the extent and in such manner as may be allowed by applicable law, as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Consolidated Government to comply with its obligations under this Section 8.17.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Definition of Events of Default.

An “Event of Default” shall mean the occurrence of any one or more of the following:

(a) failure to pay the principal or redemption price of any Senior Bond when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(b) failure to pay any installment of interest on any Senior Bond when and as such installment of interest shall become due and payable; or

(c) default shall be made by the Consolidated Government in the performance of any obligation in respect to the Debt Service Reserve Account for Senior Bonds and such default shall continue for 30 days thereafter; or

(d) the Consolidated Government shall (1) admit in writing its inability to pay its debts generally as they become due, (2) file a petition in bankruptcy or take advantage of any insolvency act, (3) make an assignment for the benefit of its creditors, (4) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (5) be adjudicated a bankrupt; or

(e) a court of competent jurisdiction shall enter an order, judgment, or decree appointing a receiver of the System or any of the funds or accounts established in Article IV or Article V, or of the whole or any substantial part of the Consolidated Government’s property, or approving a petition seeking reorganization of the Consolidated Government under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State, and such order, judgment, or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof; or

(f) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of any of the funds or accounts established in Article IV or Article V, or of the Consolidated Government or of the whole or any substantial part of the Consolidated Government’s property, and such custody or control shall not be terminated or stayed within 60 days from the date of assumption of such custody or control; or

(g) the Consolidated Government shall fail to perform any of the other covenants, conditions, agreements, and provisions contained in the Senior Bonds or in the Bond Resolution (other than in Section 8.17) on the part of the Consolidated Government to be performed, and such failure shall continue for 90 days after written notice specifying such failure and requiring it to be remedied shall have been given to the Consolidated Government by the owners of not less than, or a Credit Facility Issuer securing not less than, 25% in aggregate principal amount of the Senior Bonds; provided,

however, if the failure stated in such notice can be corrected, but not within such 90 day period, the Consolidated Government shall have 180 days after such written notice to cure such default if corrective action is instituted by the Consolidated Government within such 90 day period and diligently pursued until the failure is corrected; or

(h) an Event of Default under any Series Resolution relating to Senior Bonds shall occur; or

(i) failure by any Liquidity Facility Issuer to pay the purchase price of Senior Bonds under any Liquidity Facility then in effect; or

(j) delivery to the Consolidated Government by a Credit Facility Issuer of written notice stating that an “Event of Default” has occurred under any Credit Facility Agreement relating to Senior Bonds; or

(k) delivery to the Consolidated Government by a Qualified Hedge Provider of written notice stating that an “Event of Default” has occurred under any Senior Hedge Agreement.

Section 9.2. Remedies.

(a) Upon the happening and continuance of any Event of Default specified in Section 9.1(a) or 9.1(b), then and in every such case, the principal of all Senior Bonds then Outstanding shall become due and payable immediately, together with the interest accrued thereon to the date of such acceleration, at the place of payment provided therein, and interest on the Senior Bonds shall cease to accrue after the date of such acceleration, anything in the Bond Resolution or in the Senior Bonds to the contrary notwithstanding. Upon the happening and continuance of any Event of Default specified in Section 9.1 (except in Section 9.1(a), 9.1(b), 9.1(i), 9.1(j), and 9.1(k)), then and in every such case, upon the written declaration of the owners of more than 50% in aggregate principal amount of all Senior Bonds then Outstanding or upon the written demand of a Credit Facility Issuer securing more than 50% in aggregate principal amount of the Senior Bonds then Outstanding, the principal of all Senior Bonds then Outstanding shall become due and payable immediately, together with the interest accrued thereon to the date of such acceleration, at the place of payment provided therein, and interest on the Senior Bonds shall cease to accrue after the date of such acceleration, anything in the Bond Resolution or in the Senior Bonds to the contrary notwithstanding. Notwithstanding anything in the Bond Resolution to the contrary, so long as any Prior Lien Bonds are outstanding pursuant to the Prior Lien Resolution, the payment of the principal of any Senior Bonds shall not be accelerated unless and until the payment of the principal of all of the Prior Lien Bonds has been accelerated pursuant to Article VIII, Section 2 of the Prior Lien Resolution.

Upon any declaration of acceleration under the Bond Resolution, the Consolidated Government shall immediately draw under the applicable Credit Facility to the extent permitted by the terms thereof that amount which, together with other amounts on deposit under the Bond Resolution, shall be sufficient to pay the principal of and accrued interest on the related Senior Bonds so accelerated.

The above provisions, however, are subject to the condition that if, after the principal of the Senior Bonds shall have been so accelerated, all arrears of interest upon such Bonds, and interest on overdue installments of interest at the rate on such Bonds, shall have been paid by the Consolidated Government, the principal of such Bonds that has matured (except the principal of any Bonds not then due by their terms except as provided above) has been paid, and the Consolidated Government shall also have performed all other things in respect to which it may have been in default under the Bond Resolution, and the Credit Facility Issuer shall have reinstated the Credit Facility in the full amount available to be drawn thereunder by written notice to the Consolidated Government, then, in every such case, the owners of more than 50% in aggregate principal amount of all Senior Bonds then Outstanding by written notice to the Consolidated Government, may waive such default and its consequences and such waiver shall be binding upon the Consolidated Government and upon all owners of the Bonds; but no such waiver shall extend to or affect any subsequent default or impair any right or remedy consequent thereon. Notwithstanding the foregoing, as long as the applicable Credit Facility Issuer shall not then continue to dishonor draws under the Credit Facility, no Event of Default with respect to the related Senior Bonds may be waived without the express written consent of such Credit Facility Issuer.

(b) Upon the happening and continuance of any Event of Default, any owner of Senior Bonds then Outstanding affected by the Event of Default or a duly authorized agent for such owner may proceed to protect and enforce its rights and the rights of the owners of Senior Bonds by such of the following remedies as it shall deem most effectual to protect and enforce such rights:

(i) by mandamus or other suit, action, or proceeding at law or in equity, enforce all rights of the owners of Senior Bonds, including the right to require the appointment of a receiver for the System or to exercise any other right or remedy provided by the Revenue Bond Law and to require the Consolidated Government to perform any other covenant or agreement contained in the Bond Resolution and to perform its duties under the Revenue Bond Law;

(ii) by bringing suit upon the Senior Bonds;

(iii) by action or suit in equity, require the Consolidated Government to account as if it were the trustee of an express trust for the owners of the Senior Bonds;

(iv) by action or suit in equity, enjoin any acts or things that may be unlawful or in violation of the rights of the owners of the Senior Bonds; or

(v) by pursuing any other available remedy at law or in equity or by statute.

In the enforcement of any remedy under the Bond Resolution, owners of Senior Bonds shall be entitled to sue for, enforce payment on, and receive any and all amounts then or during any default becoming, and at any time remaining, due from the Consolidated Government for principal, redemption premium, interest, or otherwise, under any provision of the Bond Resolution or of the Senior Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Senior Bonds, together with any and all costs and expenses of

collection and of all proceedings under the Bond Resolution and under such Senior Bonds, without prejudice to any other right or remedy of the owners of Senior Bonds, and to recover and enforce a judgment or decree against the Consolidated Government for any portion of such amounts remaining unpaid, with interest, costs, and expenses, and to collect from any moneys available for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 9.3. Remedies Cumulative.

No remedy conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Bond Resolution or now or hereafter existing at law or in equity or by statute.

Section 9.4. Waiver of Default.

No delay or omission of any Bondholder to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default, or an acquiescence therein, and every power and remedy given by the Bond Resolution to the Bondholders may be exercised from time to time and as often as may be deemed expedient.

Section 9.5. Application of Moneys After Default.

On and after the date that the Prior Lien Bonds are no longer outstanding under the Prior Lien Resolution, if an Event of Default occurs and shall not have been remedied, the Consolidated Government or a receiver appointed for the purpose shall apply all Pledged Revenues as follows and in the following order of priority:

(a) Expenses of Receiver and Paying Agent and Bond Registrar – to the payment of the reasonable and proper charges, expenses, and liabilities of the receiver and the Paying Agent and Bond Registrar under the Bond Resolution;

(b) Expenses of Operation and Maintenance and Renewals and Replacements – to the payment of all reasonable and necessary Expenses of Operation and Maintenance and major renewals and replacements to the System;

(c) Principal or Redemption Price, Interest, and Hedge Payments – to the payment of the interest and principal or redemption price then due on the Senior Bonds and Hedge Payments then due under Senior Hedge Agreements, as follows:

(i) Unless the principal of all the Senior Bonds shall have become due and payable, all such moneys shall be applied as follows:

First: to the payment to the persons entitled thereto of all installments of interest then due on the Senior Bonds, in the order of the maturity of such installments (with interest on defaulted installments of interest at the rate or rates borne by the Senior Bonds with respect to

which such interest is due, but only to the extent permitted by law), and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference. As to any Compound Interest Bond that is a Senior Bond, such interest shall accrue on the Accreted Value of such Bond and be set aside on a daily basis until the next compounding date for such Bonds, whereupon it shall be paid to the owner of such Bond as interest on a defaulted obligation and only the unpaid portion of such interest (if any) shall be treated as principal of such Bond.

Second: to the payment of the Hedge Payments due under any Senior Hedge Agreements pursuant to their terms.

Third: to the payment to the persons entitled thereto of the unpaid principal of any of the Senior Bonds that shall have become due at maturity or upon mandatory redemption prior to maturity (other than Senior Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Article XI), in the order of their due dates, with interest upon such Senior Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Senior Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the persons entitled thereto without any discrimination or preference. The Accreted Value of a Compound Interest Bond that is a Senior Bond (except for interest that shall have been paid under paragraph first) shall be treated as principal for purposes of this paragraph third.

Fourth: to the payment of the redemption premium on and the principal of any Senior Bonds called for optional redemption pursuant to their terms.

(ii) If the principal of all the Senior Bonds shall have become due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Senior Bonds, with interest thereon as aforesaid, and due and unpaid Hedge Payments under Senior Hedge Agreements, without preference or priority of principal over interest or Hedge Payments or of interest over principal or Hedge Payments, or of Hedge Payments over principal or interest, or of any installment of interest over any other installment of interest, or of any Senior Bond over any other Senior Bonds, or of any such Hedge Payment over any other such Hedge Payment, ratably, according to the amounts due respectively for principal, interest, and Hedge Payments, to the persons entitled thereto without any discrimination or preference.

Section 9.6. Rights of Credit Facility Issuer.

Notwithstanding any other provision of the Bond Resolution, in the event that the Consolidated Government shall draw under a Credit Facility any amount for the payment of principal of or interest on any Bonds, then upon such payment the related Credit Facility Issuer shall succeed to and become subrogated to the rights of the recipients of such payments and such principal or interest shall be deemed to continue to be unpaid and Outstanding for all purposes and shall continue to be fully secured by the Bond Resolution until the Credit Facility Issuer, as successor and subrogee, has been paid all amounts owing in respect of such subrogated payments of principal and interest. Such rights shall be limited and evidenced by having the Consolidated Government note the Credit Facility Issuer's rights as successor and subrogee on its records, and the Consolidated Government shall, upon request, deliver to the Credit Facility Issuer (i) in the case of interest on the Bonds, an acknowledgment of the Credit Facility Issuer's ownership of interest to be paid on the Bonds specifying the amount of interest owed, the period represented by such interest, and the numbers of the Bonds on which such interest is owed and (ii) in the case of principal of the Bonds, either the Bonds themselves duly assigned to the Credit Facility Issuer or new Bonds registered in the name of the Credit Facility Issuer or in such other name as the Credit Facility Issuer shall specify. Whenever moneys become available for the payment of any interest then overdue, the Credit Facility Issuer shall be treated as to interest owed to it as successor and subrogee as if it had been the Bondholder of the Bonds on which such interest is payable on any special record date therefor.

ARTICLE X

BOND OWNERSHIP

Section 10.1. Manner of Evidencing Ownership of Bonds.

Any request, direction, or other instrument required by the Bond Resolution to be signed or executed by Bondholders may be in any number of counterparts or writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction, or other instrument, or of the writing appointing such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of the Bond Resolution.

The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction, who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of a witness to such execution; provided that the execution of the form of assignment on the back of each Bond may be guaranteed only by an eligible guarantor institution (such as banks, stockbrokers, savings and loan associations, and credit unions) with membership in an approved Signature Guarantee Medallion Program pursuant to S.E.C. Rule 17Ad-15. The fact of ownership of the Bonds by any Bondholder, the amount and issue numbers of such Bonds, and the date of ownership shall be proved by the Bond Register.

Section 10.2. Call of Meetings of Bondholders.

The Consolidated Government or the owners of not less than 25% in aggregate principal amount of the Bonds of either the senior class or the subordinate class may at any time call a meeting of the Bondholders for any one or more of the following purposes:

- (a) to consent to, approve, request, or direct any action required to be consented to or approved by the Bondholders of the affected class under the Bond Resolution or which they may request or direct under the Bond Resolution to be taken;
- (b) to give any notices to the Consolidated Government;
- (c) to take any other action that the Bondholders of the affected class may take under the Bond Resolution; and
- (d) for any other purpose concerning the payment, security, or enforcement of the Bonds of the affected class.

Any such meeting shall be held at such place in Augusta, Georgia, or in the City of New York, New York, as may be specified in the notice calling such meeting. Written notice of such meeting, stating the place and time of the meeting and in general terms the business to be submitted, shall be mailed by the Consolidated Government or the Bondholders calling such meeting to the Bondholders of the affected class at their addresses then appearing upon the Bond Register not less than 30 days nor more than 60 days before such meeting. The mailing of such

notice shall not, however, be a condition precedent to the validity of any action taken at any such meeting. Any meeting of Bondholders shall be valid without notice if the Bondholders of the affected class are present in person or by proxy or if notice is waived in writing before or within 30 days after the meeting by the Bondholders of the affected class not so present.

Section 10.3. Proxies and Proof of Ownership of Bonds.

Attendance and voting by Bondholders at such meetings may be in person or by proxy. The Bondholders may, by an instrument in writing, appoint any person or persons, with full power of substitution, as their proxy to vote at any meeting for them. The right of a proxy for a Bondholder to attend a meeting and act and vote may be proved (subject to the right of the Consolidated Government to require additional proof) by a written instrument executed by such Bondholder.

Any registered owner of Bonds of the affected class shall be entitled in person or by proxy to attend and vote at such meeting without producing the Bonds registered in such Bondholder's name; provided, however, that such persons and their proxies shall, if required, produce such proof of personal identity as shall be satisfactory to the secretary of the meeting. All other persons seeking to attend or vote at such meeting must produce the Bonds claimed to be owned or represented at such meeting.

The vote of any Bondholder shall be binding upon such Bondholder and upon every subsequent owner of such Bond (whether or not such subsequent Bondholder has notice of that vote).

Section 10.4. Appointment of Officers at Meeting of Bondholders.

A chairman and a secretary of any meeting of the Bondholders shall be elected by the Bondholders of the affected class, by a majority in principal amount of the Bonds of the affected class represented at such meeting in person or by proxy. The chairman shall appoint two (2) inspectors of votes who shall count all votes cast at such meeting, except votes on the election of chairman and secretary, and who shall make and file with the secretary and with the Consolidated Government their verified report of all such votes cast at the meeting.

Section 10.5. Quorum at Meetings of Bondholders.

The owners of not less than the principal amount of the Bonds of the affected class required for any action to be taken at such meeting must be present at such meeting in person or by proxy in order to constitute a quorum for the transaction of business.

Section 10.6. Meetings.

Meetings shall be conducted in accordance with rules, regulations, orders, and procedures established by the chairman of the meeting.

ARTICLE XI

DEFEASANCE

Section 11.1. Provision for Payment.

Bonds for the payment or redemption of which sufficient moneys or sufficient Government Obligations shall have been deposited with the Paying Agent or the Depository of the Sinking Fund (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid and no longer Outstanding under the Bond Resolution; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in Article III or firm and irrevocable arrangements shall have been made for the giving of such notice. Government Obligations shall be considered sufficient for purposes of this Article XI only: (i) if such Government Obligations are not callable by the issuer of the Government Obligations prior to their stated maturity, and (ii) if such Government Obligations fall due and bear interest in such amounts and at such times as will assure sufficient cash (whether or not such Government Obligations are redeemed by the Consolidated Government pursuant to any right of redemption) to pay currently maturing interest and to pay principal and redemption premiums, if any, when due on the Bonds without rendering the interest on any Tax-Exempt Bonds includable in gross income of any owner thereof for federal income tax purposes.

The Consolidated Government may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered under the Bond Resolution, which the Consolidated Government may have acquired in any manner whatsoever. All such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

ARTICLE XII

SUPPLEMENTAL RESOLUTIONS

Section 12.1. Supplemental Resolutions Not Requiring Consent of Bondholders.

The Consolidated Government, from time to time and at any time, subject to the conditions and restrictions in the Bond Resolution, may adopt one or more Supplemental Resolutions, which thereafter shall form a part of the Bond Resolution, for any one or more or all of the following purposes:

(a) To add to the covenants and agreements of the Consolidated Government in the Bond Resolution other covenants and agreements thereafter to be observed or to surrender, restrict, or limit any right or power reserved in the Bond Resolution to or conferred upon the Consolidated Government (including but not limited to the right to issue Additional Bonds);

(b) To make such provisions for the purpose of curing any ambiguity, or of curing, correcting, or supplementing any defective provision contained in the Bond Resolution, or in regard to matters or questions arising under the Bond Resolution, as the Consolidated Government may deem necessary or desirable and not inconsistent with the Bond Resolution;

(c) To grant to or confer any additional rights, remedies, powers, or authorities that may be lawfully granted to or conferred upon the owners of the Bonds;

(d) To subject to the lien and pledge of the Bond Resolution additional revenues, receipts, properties, or other collateral;

(e) To evidence the appointment of successors to any Depositories, Paying Agent(s), or Bond Registrar(s);

(f) To modify, amend, or supplement the Bond Resolution in such manner as to permit the qualification of the Bond Resolution under the Trust Indenture Act of 1939 or any federal statute hereinafter in effect, and similarly to add to the Bond Resolution such other terms, conditions, and provisions as may be permitted or required by such Trust Indenture Act of 1939 or any similar federal statute;

(g) To make any modification or amendment of the Bond Resolution required in order to make any Bonds eligible for acceptance by a Securities Depository or to permit the issuance of any Bonds or interests therein in Book-Entry Form;

(h) To modify any of the provisions of the Bond Resolution in any respect if such modification shall not become effective until after the Bonds Outstanding immediately prior to the effective date of such Supplemental Resolution shall cease to be Outstanding and if any Bonds issued contemporaneously with or after the effective date of such Supplemental Resolution shall contain a specific reference to the modifications contained in such subsequent proceedings;

(i) Subject to the provisions of Article IV, to modify the provisions of the Bond Resolution with respect to the disposition of any moneys remaining in the Construction Fund upon the completion of any Project;

(j) To modify the Bond Resolution to permit the qualification of any Bonds for offer or sale under the securities laws of any state in the United States of America;

(k) To modify the Bond Resolution to provide for the issuance of Additional Bonds or Subordinate Bonds, and such modification may deal with any subjects and make any provisions that the Consolidated Government deems necessary or desirable for that purpose;

(l) To make such modifications in the provisions of the Bond Resolution as may be deemed necessary by the Consolidated Government to accommodate the issuance of Bonds that (i) are Compound Interest Bonds (including, but not limited to, provisions for determining the Debt Service Requirement for such Compound Interest Bonds and for treatment of Accreted Value in making such determination) or (ii) bear interest at a Variable Rate; and

(m) To modify any of the provisions of the Bond Resolution in any respect (other than a modification of the type described in Section 12.2 requiring the unanimous written consent of the Bondholders); provided that for (i) any Outstanding Bonds which are assigned a Rating and which are not secured by a Credit Facility providing for the payment of the full amount of principal and interest to be paid thereon, each Rating Agency shall have given written notification to the Consolidated Government that such modification will not cause the then applicable Rating on any Bonds to be reduced or withdrawn, and (ii) any Outstanding Bonds which are secured by Credit Facilities providing for the payment of the full amount of the principal and interest to be paid thereon, each Credit Facility Issuer shall have consented in writing to such modification.

Any Supplemental Resolution authorized by the provisions of this Section may be adopted by the Consolidated Government without the consent of or notice to the owners of any of the Bonds at the time Outstanding, notwithstanding any of the provisions of Section 12.2.

Any Supplemental Resolution of the Consolidated Government may modify the provisions of the Bond Resolution in such a manner, and to such extent and containing such provisions, as the Consolidated Government may deem necessary or desirable to effect any of the purposes stated above.

As used in this Section, the term “modify” shall mean “modify, amend, or supplement” and the term “modification” shall mean “modification, amendment, or supplement.”

Section 12.2. Supplemental Resolutions Requiring Consent of Bondholders.

With the consent (evidenced as provided in Article X) of the owners of not less than a majority in aggregate principal amount of the Outstanding Bonds of each class (senior and subordinate), voting separately by class, the Consolidated Government may from time to time and at any time adopt a Supplemental Resolution for the purpose of adding any provisions to or

changing in any manner or eliminating any of the provisions of the Bond Resolution or of any Supplemental Resolution; provided, however, that no such Supplemental Resolution shall: (1) extend the maturity date or due date of any mandatory sinking fund redemption with respect to any Bond Outstanding under the Bond Resolution; (2) reduce or extend the time for payment of principal of, redemption premium, or interest on any Bond Outstanding under the Bond Resolution; (3) reduce any premium payable upon the redemption of any Bond under the Bond Resolution or advance the date upon which any Bond may first be called for redemption prior to its stated maturity date; (4) give to any Senior Bond or Senior Bonds (or related Senior Hedge Agreements) a preference over any other Senior Bond or Senior Bonds (or related Senior Hedge Agreements); (5) permit the creation of any lien or any other encumbrance on the Pledged Revenues having a lien equal to or prior to the lien created under the Bond Resolution for the Senior Bonds; (6) reduce the percentage of owners of either class of Bonds required to approve any such Supplemental Resolution; or (7) deprive the owners of the Bonds of the right to payment of the Bonds or from the Pledged Revenues, without, in each case, the consent of the owners of all the Bonds then Outstanding. No amendment may be made under this Section that affects the rights or duties of any Financial Facility Issuer securing any of the Bonds or any Qualified Hedge Provider under any Hedge Agreement without its written consent.

If the Consolidated Government intends to enter into or adopt any Supplemental Resolution as described in this Section, the Consolidated Government shall mail, by registered or certified mail, to the registered owners of the Bonds at their addresses as shown on the Bond Register, a notice of such intention along with a description of such Supplemental Resolution not less than 30 days prior to the proposed effective date of such Supplemental Resolution. The consents of the registered owners of the Bonds need not approve the particular form of wording of the proposed Supplemental Resolution, but it shall be sufficient if such consents approve the substance thereof. Failure of the owner of any Bond to receive the notice required in the Bond Resolution shall not affect the validity of any Supplemental Resolution if the required number of owners of the Bonds of each class shall provide their written consent to such Supplemental Resolution.

Notwithstanding any provision of the Bond Resolution to the contrary, upon the issuance of a Credit Facility to secure any Bonds and for the period in which such Credit Facility is outstanding, the Credit Facility Issuer may have the consent rights of the owners of the Bonds that are secured by such Credit Facility pertaining to some or all of the amendments or modifications of the Bond Resolution, to the extent provided in the applicable Series Resolution. Notwithstanding the foregoing, if a Credit Facility Issuer is granted the consent rights of the owners of any Bonds in a Series Resolution and refuses to exercise such consent rights, either affirmatively or negatively, then the registered owners of the Bonds secured by the related Credit Facility may exercise such consent rights.

Section 12.3. Notice of Supplemental Resolutions.

The Consolidated Government shall cause the Bond Registrar to mail a notice by registered or certified mail to the registered owners of all Bonds Outstanding, at their addresses shown on the Bond Register or at such other address as has been furnished in writing by such registered owner to the Bond Registrar, setting forth in general terms the substance of any Supplemental Resolution that has been: (i) adopted by the Consolidated Government pursuant to

Section 12.1 or (ii) approved by Bondholders or any Credit Facility Issuer and adopted by the Consolidated Government pursuant to Section 12.2.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 13.1. Severability.

In case any one or more of the provisions of the Bond Resolution or of the Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Bond Resolution or of the Bonds, but the Bond Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation, or agreement contained in the Bonds or in the Bond Resolution shall for any reason be held to be unenforceable or in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation, or agreement of the Consolidated Government to the full extent that the power to incur such obligation or to make such covenant, stipulation, or agreement shall have been conferred on the Consolidated Government by law.

Section 13.2. Requests of Consolidated Government.

Whenever any action is to be taken by the Bond Registrar or the Paying Agent at the request of the Consolidated Government under the Bond Resolution, if no other means of authenticating such request is required, such request shall be evidenced by a written instrument signed by the Mayor and Clerk of the Commission or by such other Consolidated Government official or employee (one or more) as may from time to time be designated in writing by the Mayor and Clerk of the Commission. A duly certified copy of such designation must be filed with the Bond Registrar and the Paying Agent.

Section 13.3. Validation of Series 2012 Bonds.

The Consolidated Government shall deliver a certified copy of this Master Bond Resolution with an appropriate notice signed by the Clerk of the Commission to the District Attorney for the Augusta Judicial Circuit accompanied by the request that the District Attorney proceed with the validation of the Series 2012 Bonds.

Section 13.4. Approval of Offering Documents; Winning Bidder.

The preparation, use and distribution of the Official Notice of Sale and the Preliminary Official Statement with respect to the Series 2012 Bonds and presented at this meeting are hereby ratified and approved. The use and distribution of the Official Statement and the execution of the Official Statement by the Mayor are hereby authorized and approved, provided that the Official Statement is in substantially the same form as the Preliminary Official Statement. The execution and delivery by the Mayor of the Consolidated Government of a "deemed final certificate" required by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended, are hereby ratified.

_____ is hereby approved as the winning bidder for the Series 2012 Bonds upon the terms set forth in its bid.

Section 13.5. Approval of Series 2012 Paying Agent and Bond Registrar Agreement.

The form, terms, and conditions and the execution, delivery, and performance of the Series 2012 Paying Agent and Bond Registrar Agreement, which has been filed with the Consolidated Government, are hereby approved and authorized. The Series 2012 Paying Agent and Bond Registrar Agreement shall be in substantially the form submitted to the Mayor with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor, whose approval thereof shall be conclusively evidenced by the execution of such contract. The Mayor is hereby authorized and directed to execute on behalf of the Consolidated Government, the Series 2012 Paying Agent and Bond Registrar Agreement, and the Clerk of the Commission is hereby authorized and directed to affix thereto and attest the seals of the Consolidated Government upon proper execution and delivery of the other party thereto, provided, that in no event shall any such attestation or affixation of the seals of the Consolidated Government be required as a prerequisite to the effectiveness thereof, and the Mayor and the Clerk of the Commission are authorized and directed to deliver such contract on behalf of the Consolidated Government.

Section 13.6. Approval of Series 2012 Custodian and Depository Agreement.

The form, terms, and conditions and the execution, delivery, and performance of the Series 2012 Custodian and Depository Agreement, which has been filed with the Consolidated Government, are hereby approved and authorized. The Series 2012 Custodian and Depository Agreement shall be in substantially the form submitted to the Mayor with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor, whose approval thereof shall be conclusively evidenced by the execution of such contract. The Mayor is hereby authorized and directed to execute on behalf of the Consolidated Government, the Series 2012 Custodian and Depository Agreement, and the Clerk of the Commission is hereby authorized and directed to affix thereto and attest the seals of the Consolidated Government upon proper execution and delivery of the other party thereto, provided, that in no event shall any such attestation or affixation of the seals of the Consolidated Government be required as a prerequisite to the effectiveness thereof, and the Mayor and the Clerk of the Commission are authorized and directed to deliver such contract on behalf of the Consolidated Government.

Section 13.7. Payments Due on Saturdays, Sundays, etc.

Whenever a date upon which a payment is to be made under the Bond Resolution falls on a Saturday, a Sunday, a legal holiday, or any other day on which banking institutions are authorized to be closed in the state in which the payment is to be made, such payment may be made on the next succeeding business day without interest for the intervening period.

Section 13.8. Waiver of Bond Audit.

The Consolidated Government hereby approves the publication of the requisite legal notice waiving the performance audit and performance review requirements of Section 36-82-100 of the Official Code of Georgia Annotated.

Section 13.9. Effective Date.

This Master Bond Resolution shall take effect immediately upon its adoption.

Section 13.10. Applicable Provisions of Law.

The Bond Resolution shall be governed by and construed and enforced in accordance with the laws of the State.

Section 13.11. Repeal of Conflicting Resolutions.

Except for the Prior Lien Resolution, any and all resolutions, or parts of resolutions, if any, in conflict with the Bond Resolution are hereby repealed.

Section 13.12. No Individual Responsibility of Commissioners and Officers of Consolidated Government.

No stipulations, obligations, or agreements of any commissioner or of any officer of the Consolidated Government shall be deemed to be stipulations, obligations, or agreements of any such member or officer in his or her individual capacity.

Section 13.13. General Authorization.

From and after the date of adoption of this Master Bond Resolution, the officials, employees, and agents of the Consolidated Government are hereby authorized to do all such acts and things and to execute and deliver any and all other documents, agreements, certificates (including, without limitation, the Series 2012 Disclosure Certificate), and instruments as may be necessary or desirable in connection with the execution, delivery, and sale of the Series 2012 Bonds, the investment of the proceeds of the Series 2012 Bonds, and the transactions contemplated on the part of the Consolidated Government by the Bond Resolution. The Mayor and Clerk of the Commission are hereby authorized and directed to prepare and furnish to the purchasers of the Series 2012 Bonds, when the Series 2012 Bonds are issued, certified copies of all proceedings and records of the Consolidated Government relating to the Series 2012 Bonds or to this Master Bond Resolution, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2012 Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them. All such certified copies, certificates, and affidavits, including any heretofore furnished, shall constitute representations of the Consolidated Government as to the truth of all statements contained therein.

Section 13.14. Bond Resolution Constitutes a Contract.

The Bond Resolution constitutes a contract with the Bondholders binding the Consolidated Government, and therefore it is proper and appropriate for the Mayor to execute the same on behalf of the Consolidated Government and for the Clerk of the Commission to attest the same.

Adopted and approved this _____ day of September, 2012.

AUGUSTA-RICHMOND COUNTY
COMMISSION

(SEAL)

By: _____
Mayor

Attest:

Clerk

EXHIBIT A**Form of Series 2012 Bond**

Unless this Bond is presented by an authorized representative of The Depository Trust Company ("DTC"), a New York corporation, to Augusta, Georgia or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF GEORGIA
AUGUSTA, GEORGIA
WATER AND SEWERAGE REVENUE REFUNDING AND IMPROVEMENT BOND
(SECOND RESOLUTION),
SERIES 2012**

Number R- _____ \$ _____

Maturity
Date

Interest
Rate

Dated

CUSIP

_____, 2012

Registered Owner: Cede & Co.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS that **AUGUSTA, GEORGIA** (the "Consolidated Government"), a political subdivision of the State of Georgia, existing as such under and by virtue of the Constitution, statutes and laws of the State of Georgia, for value received, hereby promises to pay (but only out of the sources provided) to the registered owner identified above, or registered assigns, on the Maturity Date stated above, unless this Bond shall have been called for redemption prior to maturity and payment of the redemption price shall have been duly made or provided for, the principal amount identified above and to pay (but only out of the sources provided) interest on the balance of such principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as hereinafter defined) with respect to which interest has been paid or duly provided for, until payment of such principal sum has been made, at the interest rate per annum shown above (computed on the basis of a 360-day year consisting of twelve 30-day months) on April 1 and October 1 of each year (each an "Interest Payment Date") commencing

April 1, 2013, until the payment of the principal amount of this Bond in full, and promises to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest, at such rate.

Principal of and redemption premium, if any, on this Bond are payable when due in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank National Association, Atlanta, Georgia, as registrar and paying agent (the “Bond Registrar” or the “Paying Agent”). Payment of interest on this Bond shall be made to the registered owner and shall be paid in lawful money of the United States of America by check or draft mailed on the applicable Interest Payment Date to such registered owner as of the close of business on the 15th day of the calendar month (the “Record Date”) immediately preceding such Interest Payment Date at its address as it appears on the registration books (the “Bond Register”) of the Consolidated Government maintained by the Bond Registrar, or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

Notwithstanding the foregoing, however, interest on this Bond shall be payable to any registered owner of more than \$1,000,000 in aggregate principal amount of the Bonds of the same series as this Bond (including this Bond) by deposit of immediately available funds to the account of such registered owner maintained with the Paying Agent or transmitted by wire transfer to such registered owner at an account maintained at a commercial bank located within the United States of America, if the Paying Agent receives from such registered owner written deposit or wire transfer instructions prior to the Record Date preceding the Interest Payment Date for which the deposit or wire transfer is requested.

This Bond is one of a series of \$_____ in original aggregate principal amount of revenue bonds designated “Augusta, Georgia Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012” (the “Series 2012 Bonds”), issued by the Consolidated Government pursuant to and in full compliance with the provisions of the Constitution and laws of the State of Georgia, including specifically, but without limitation, Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the “Revenue Bond Law,” as amended. The Series 2012 Bonds have been authorized by a Master Bond Resolution duly adopted by the Augusta-Richmond County Commission on September __, 2012, (the “Bond Resolution”), for the purpose of financing the costs of (a) refunding the Augusta, Georgia Water and Sewerage Revenue Bonds, Series 2002 (b) acquiring, constructing, installing and equipping improvements to the water and sewerage system of the Consolidated Government, (c) funding a debt service reserve account and (d) paying the costs of issuing the Series 2012 Bonds.

The Series 2012 Bonds maturing on or before October 1, ____, may not be called for optional redemption prior to maturity. The Series 2012 Bonds maturing on or after October 1, ____, are subject to redemption prior to maturity at the option of the Consolidated Government on or after ____ 1, ____, in whole or in part at any time, at the redemption price of par plus accrued interest on such redemption date.

The Series 2012 Bonds maturing on October 1, ____, and October 1, ____, are subject to mandatory redemption prior to maturity by application of payments from the Sinking Fund, in accordance with the Bond Resolution, at a redemption price equal to the principal amounts of the Series 2012 Bonds set forth below plus the interest due thereon on the redemption date, on the dates set forth below:

Series 2012 Bonds Maturing October 1, ____

<u>October 1 of the Year</u>	<u>Principal Amount</u>
----------------------------------	-------------------------

Series 2012 Bonds Maturing October 1, ____

<u>October 1 of the Year</u>	<u>Principal Amount</u>
----------------------------------	-------------------------

Notice of redemption, unless waived, is to be given by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of each Series 2012 Bond to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All such Series 2012 Bonds called for redemption and for the retirement of which funds are duly provided shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Series 2012 Bonds on such date, and interest on the Series 2012 Bonds or portions of Series 2012 Bonds so called for redemption shall cease to accrue, such Series 2012 Bonds or portions of Series 2012 Bonds shall cease to be entitled to any lien, benefit, or security under the Bond Resolution, and the owners of such Series 2012 Bonds or portions of Series 2012 Bonds shall have no rights in respect thereof except to receive payment of the redemption price. Any defect in any notice of redemption shall not affect the validity of proceedings for the redemption of any Series 2012 Bonds.

The Consolidated Government has established a book-entry system of registration for the Series 2012 Bonds. Except as specifically provided otherwise in the Bond Resolution, an agent will hold this Bond on behalf of the beneficial owner hereof. By acceptance of a confirmation of purchase, delivery, or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement. While the Series 2012 Bonds are in the book-entry system of registration, the Bond Resolution provides special provisions relating to the Series 2012 Bonds, which override certain other provisions of the Bond Resolution. This Bond is transferable by the registered owner at the principal corporate trust office of the Bond Registrar but only in the manner, subject to the limitations, and upon payment of the charges provided in the Bond

Resolution and upon surrender of this Bond. Upon such transfer, a new registered Bond or Bonds of the same series, maturity, interest rate, aggregate principal amount, and tenor, of any authorized denomination or denominations, and bearing numbers not then outstanding, will be issued to the transferee in exchange for this Bond. The Series 2012 Bonds are issuable as fully registered Bonds in the denomination of \$5,000 or any integral multiple thereof. The Bond Registrar is not required to transfer or exchange any Series 2012 Bond after notice calling such Series 2012 Bond for redemption has been given or during the period of 15 days (whether or not a business day for the Bond Registrar, but excluding the redemption date and including such 15th day) immediately preceding the giving of such notice of redemption.

The Series 2012 Bonds and such revenue bonds of the Consolidated Government as may in the future be issued on a parity therewith, are equally and ratably secured by pledge of the “Pledged Revenues” of the water and sewerage system (the “System”) of the Consolidated Government, which are defined in the Bond Resolution to include gross operating revenues of the System after provision for payment of all reasonable expenses of operation and maintenance and earnings on investments made with moneys and securities from time to time on deposit in the funds and accounts established in the Bond Resolution, and on and after the date that the Prior Lien Bonds (hereafter defined) are no longer outstanding under the Prior Lien Resolution (hereafter defined), “Pledged Revenues” will include Hedge Receipts and exclude any amounts required in the Bond Resolution to be set aside pending, or used for, rebate to the United States government pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended, including, but not limited to, amounts in the Rebate Fund.

Pursuant to a resolution adopted by the Consolidated Government on October 21, 1996, as supplemented and amended (as more specifically defined in the Bond Resolution, the “Prior Lien Resolution”), the Consolidated Government has heretofore authorized, issued and delivered its (i) \$62,880,000 original aggregate principal amount of Richmond County Water and Sewerage Revenue Refunding and Improvement Bonds, Series 1996A (the “Series 1996A Bonds”) which have been paid in full; (ii) \$5,910,000 original aggregate principal amount of Richmond County Water and Sewerage Revenue Refunding Bonds, Series 1997 (the “Series 1997 Bonds”), which have been paid in full; (iii) \$97,080,000 original aggregate principal amount of Augusta, Georgia Water and Sewerage Revenue Bonds, Series 2000 (the “Series 2000 Bonds”) which are currently outstanding in the principal amount of \$2,485,000 and are due and payable in full on October 1, 2012; (iv) \$149,400,000 original aggregate principal amount of Augusta, Georgia Water and Sewerage Revenue Bonds, Series 2002 (the “Series 2002 Bonds”), which are currently outstanding in the aggregate principal amount of \$98,875,000; (v) \$160,000,000 original aggregate principal amount of Augusta, Georgia Water and Sewerage Revenue Bonds, Series 2004 (the “Series 2004 Bonds”), currently outstanding in the aggregate principal amount of \$160,000,000; and (vi) \$177,010,000 original aggregate principal amount of Augusta, Georgia Water and Sewerage Revenue Refunding Bonds, Series 2007 (the “Series 2007 Bonds”), which are currently outstanding in the aggregate principal amount of \$169,490,000 (the Series 2004 Bonds and the Series 2007 Bonds that will be outstanding upon the issuance and delivery of the Series 2012 Bonds are herein referred to as the “Prior Lien Bonds”). The Prior Lien Bonds are payable solely from, and secured by, a first lien on and pledge of “pledged revenues” (as defined in the Prior Lien Resolution) of the System. The Consolidated Government has agreed that it will not issue any additional bonds or obligations of any kind payable from a lien on net revenues of the System ranking as to such lien on net revenues of the

System created by the Prior Lien Resolution on a parity with the Prior Lien Bonds. So long as the Prior Lien Bonds remain outstanding, the Series 2012 Bonds and such revenue bonds of the Consolidated Government as may in the future be issued on a parity therewith will be payable solely from, and secured by, a second lien on and pledge of “pledged revenues” (as defined in the Prior Lien Resolution) of the System.

THIS BOND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE STATE OF GEORGIA, THE CONSOLIDATED GOVERNMENT, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER, NOR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF ANY OF THE FOREGOING, NOR SHALL ANY OF THE FOREGOING BE SUBJECT TO ANY PECUNIARY LIABILITY HEREON. THIS BOND SHALL NOT BE PAYABLE FROM NOR A CHARGE UPON ANY FUNDS OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT HEREOF AND SHALL BE A LIMITED OR SPECIAL OBLIGATION OF THE CONSOLIDATED GOVERNMENT PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE BOND RESOLUTION. NO OWNER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF GEORGIA, THE CONSOLIDATED GOVERNMENT, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA TO PAY THE PRINCIPAL OF THIS BOND OR THE INTEREST OR ANY PREMIUM HEREON, OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE FOREGOING, NOR SHALL THIS BOND CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE FOREGOING. NEITHER THE MEMBERS OF THE GOVERNING BODY OF THE CONSOLIDATED GOVERNMENT NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND BY REASON OF THE ISSUANCE HEREOF.

The Consolidated Government has covenanted and hereby covenants and agrees while any Series 2012 Bonds are outstanding and unpaid to prescribe, fix, maintain, and collect rates, fees, and other charges for the services, facilities, and commodities furnished by the System fully sufficient at all times to: (i) provide for 100% of the expenses of operation and maintenance of the System and for the accumulation in the Revenue Fund (as defined in the Bond Resolution) of a reasonable reserve therefor, and (ii) produce net operating revenues in each Fiscal Year (as defined in the Bond Resolution) that, together with certain investment earnings, will: (a) equal at least 110% of the debt service requirement on all Prior Lien Bonds and Senior Bonds (as defined in the Bond Resolution) then outstanding and 100% of the debt service requirement on all Subordinate Bonds (as defined in the Bond Resolution) then outstanding, (b) enable the Consolidated Government to make all required payments into the debt service reserve account under the Prior Lien Resolution, the Debt Service Reserve Account and the Rebate Fund and to any Financial Facility Issuer, any Reserve Account Credit Facility Provider, and any Qualified Hedge Provider (as each is defined in the Bond Resolution), (c) enable the Consolidated Government to accumulate an amount to be held in the Utility General Fund (as defined in the Bond Resolution), which in the judgment of the Consolidated Government is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System, necessary to keep the same in good operating condition or as is required by any governmental agency having jurisdiction over the System, and (d) remedy all deficiencies in

required payments into any of the funds and accounts mentioned in the Bond Resolution from prior Fiscal Years.

The Bond Resolution contains a more particular statement of the covenants and provisions securing the Series 2012 Bonds, the conditions under which the owner of this Bond may enforce covenants (other than the covenant to pay principal of and interest on this Bond when due from the sources provided, the right to enforce which is unconditional), the conditions upon which additional revenue bonds may be issued on a parity or achieve parity status with this Bond under the Bond Resolution, and the conditions upon which the Bond Resolution may be amended with the consent of the owners of a majority in aggregate principal amount of the Bonds (as defined in the Bond Resolution) of each class (senior and subordinate) outstanding or the issuer of any Credit Facility (as defined in the Bond Resolution), if any, of such Bonds. Upon the occurrence of an Event of Default under the Bond Resolution, the owner of this Bond shall be entitled to the remedies provided by the Bond Resolution and the Revenue Bond Law.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law.

This Bond shall not be entitled to any security or benefit under the Bond Resolution or become valid or obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

IN WITNESS WHEREOF, the Consolidated Government has caused this Bond to be executed by the manual signature of its Mayor and has caused the official seal of the Consolidated Government to be impressed on this Bond and attested by the manual signature of its Clerk.

AUGUSTA, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

Clerk

BOND REGISTRAR’S CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds of the series described in the within mentioned Bond Resolution.

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By: _____

Authorized Signatory

Date of Registration
and Authentication:

_____, _____

VALIDATION CERTIFICATE

STATE OF GEORGIA)

)

RICHMOND COUNTY)

The undersigned Clerk of the Superior Court of Richmond County, State of Georgia, **DOES HEREBY CERTIFY** that this Bond and the security therefor was validated and confirmed by judgment of the Superior Court of Richmond County, on the ____ day of September, 2012, that no intervention or objection was filed opposing the validation of this Bond and the security therefor, and that no appeal of such judgment of validation has been taken.

IN WITNESS WHEREOF, I have hereunto set my hand and have impressed hereon the official seal of the Superior Court of Richmond County, Georgia.

(SEAL)

Clerk, Superior Court of Richmond County,
Georgia

The following abbreviations, when used in the inscription on this Bond or in the assignment below, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common and not as community property
UNIF TRANS		
MIN ACT	-	_____ Custodian _____
		(Custodian) (Minor)
		under Uniform Transfers to Minors Act _____
		(State)

Additional abbreviations may be used although not in the above list.

[FORM OF ASSIGNMENT]

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

(Name and Address of Assignee)

(Insert Social Security or Taxpayer
Identification Number of Assignee)

the within revenue bond of the Augusta, Georgia and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

(Signature Guaranteed)

Notice: Signature(s) must be guaranteed by an eligible guarantor institution (such as banks, stockbrokers, savings and loan associations, and credit unions) with membership in an approved Signature Guarantee Medallion Program pursuant to S.E.C. Rule 17Ad-15.

Registered Owner

Notice: The signature(s) on this assignment must correspond with the name as it appears on the face of the within bond in every particular without alteration or enlargement or any change whatsoever.

EXHIBIT B

Tax Policy

EXHIBIT C**NOTICE OF CALL FOR REDEMPTION**

**AUGUSTA, GEORGIA
WATER AND SEWERAGE REVENUE BONDS
SERIES 2002**

NOTICE is hereby given to the owners of the following described Augusta, Georgia revenue bonds, that said bonds have been called for redemption on October 19, 2012, said bonds being in the aggregate principal amount of \$95,740,000 known as “Augusta, Georgia Water and Sewerage Revenue Bonds, Series 2002,” dated June 1, 2002, bearing interest at the rate per annum set forth below opposite the principal maturity, all interest payable on April 1 and October 1 in each year, and the principal maturing on October 1 in the years and the amounts set forth below:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>CUSIP</u>
2018	\$ 4,180,000	4.50%	
2027	29,695,000	5.00	
2032	61,865,000	5.00	

Funds for the redemption and payment of said bonds and the interest then due thereon to October 19, 2012 will be available at U.S. Bank National Association, on October 19, 2012, and said above-described bonds should be presented to said bank for redemption and payment on said date. Interest on the above-described bonds designated for redemption shall cease to accrue after the redemption date.

This notice is given under and pursuant to a Master Bond Resolution of the Augusta-Richmond County Commission adopted on September __, 2012.

U.S. BANK NATIONAL ASSOCIATION,
as Paying Agent and Bond Registrar

By: _____
Authorized Officer

CLERK'S CERTIFICATE

GEORGIA, RICHMOND COUNTY

The undersigned Clerk of the Augusta-Richmond County Commission (the "**Commission**"), DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Commission at an open public meeting duly called and lawfully assembled on September __, 2012, at which a quorum was present and acting throughout, authorizing the issuance \$_____ Augusta, Georgia Water and Sewerage Revenue Refunding and Improvement Bonds (Second Resolution), Series 2012, the original of said resolution being duly recorded in the Minute Book of the Commission, which Minute Book is in my custody and control, and that said resolution was duly adopted by a vote of:

Aye ____

Nay ____

Abstain ____.

WITNESS my hand and the official seal of Augusta, Georgia this September __, 2012.

 Clerk

(SEAL)



**Engineering Services Committee Meeting
9/10/2012 1:00 PM
Belfair Lakes Section Two Dedication**

Department: Engineering-Abie L. Ladson, P.E., CPESC

Caption: Approve the deeds of dedication, maintenance agreement, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Belfair Lakes Subdivision, Section Two.

Background: The final plat for Belfair Lakes Subdivision, Section Two was approved by the Commission on November 18, 2008. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

Analysis: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

Financial Impact: By accepting these roads and storm drainage installations into the County system, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deeds and maintenance agreement, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

Alternatives:

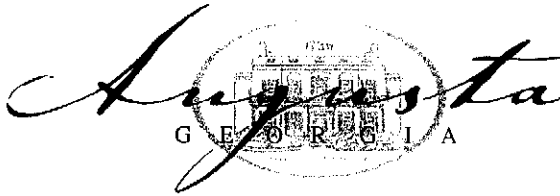
1. Approve the deeds of dedication, maintenance agreement, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Belfair Lakes Subdivision, Section Two.
2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

**Funds are Available
in the Following
Accounts:** N/A

REVIEWED AND APPROVED BY:

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



ENGINEERING DEPARTMENT

Abie L. Ladson, P.E., CPESC Director
 Hameed Malik, PhD, PE, Asst Director

Anthony (Tony) E. Williams
 Construction Manager

MEMORANDUM

To: George Patty
 Director Planning and Zoning

From: Anthony (Tony) E. Williams, Construction Manager *AW*

Date: Monday, June 02, 2012

Subject: Certificate of Completion
 Dedication of Belfair Lakes, Section 2
 File reference: 2012 – 005 (A)

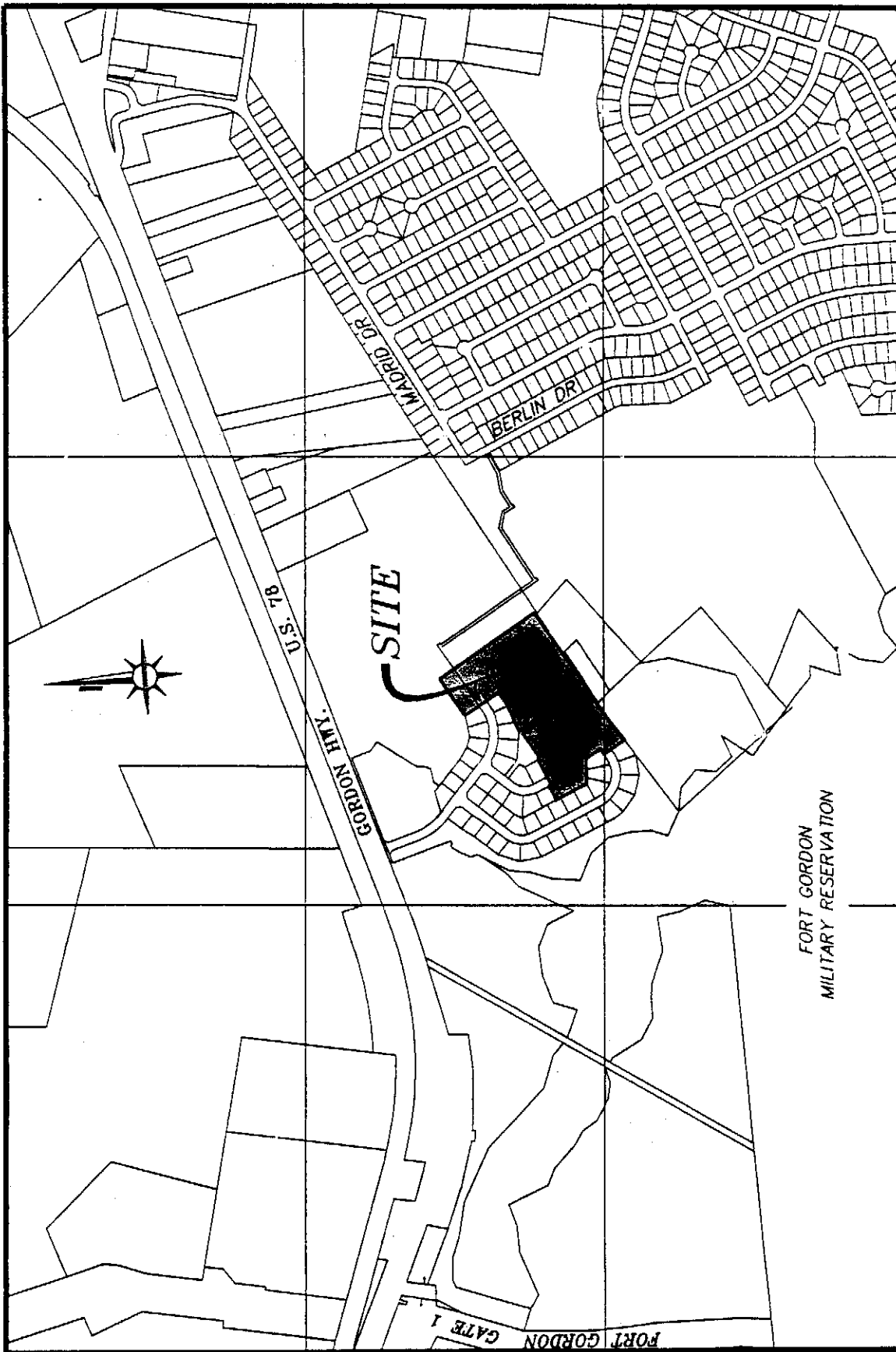
As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation, that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

AEW

Attachment

cc: Abie L. Ladson, P.E., CPESC, Director - Engineering Department
 Terri Turner, Planning & Zoning
 File



SITE LOCATION MAP

STATE OF GEORGIA)
)
 RICHMOND COUNTY)

DEED OF DEDICATION
 (Roads and Storm Drainage)

WHEREAS, Southeastern Family Homes, Inc., owns a tract of land in Augusta, Georgia known as **Belfair Lakes, Section 2,** and in the building of a housing subdivision on said tract, it has laid out a storm drainage system, water distribution system, road and street system, and sanitary sewerage system; and,

WHEREAS, it is the desire of **Southeastern Family Homes, Inc.,** to deed the closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system to Augusta, Georgia, a political subdivision of the State of Georgia acting by and through its Commission for maintenance and control; and

WHEREAS, a plat of **Belfair Lakes, Section 2,** has been prepared by **James G. Swift & Associates,** dated **July 22, 2008,** and said plat has been recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Plat Cabinet D, Slide 89, Plats B and C; and to which reference is hereby made to said plat for a more complete and accurate description as to the land herein described; and

WHEREAS, Augusta, Georgia, by and through its Commission has consented and agreed to accept and maintain said closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system.

NOW, THEREFORE, this indenture made this _____ day of _____, 2012 between **Southeastern Family Homes, Inc.,** hereinafter referred to as the party of the first part and Augusta, Georgia, **A POLITICAL SUBDIVISION,** by and through its Commission, hereinafter referred to as the party of the second party,

W I T N E S S E T H

That the party of the first part for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, to it in hand well and truly paid by the said party the second part 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 closed (piped) storm water system, water

distribution system, road and street system, and sanitary sewerage system, by the party of the second part, has and does by these presents, grant, bargain, sell and confirm unto the said party of the second part, its successors and assigns, the following, to wit:

All the right, title and interest of the Party of the First Part in and to the storm drainage system, water distribution system, road and street system, and sanitary sewerage system as the same are now located and existing in **Belfair Lakes, Section 2**, shown on a plat of said subdivision, which plat was prepared by James G. Swift & Associates and which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia in Plat Cabinet D, Slide 89, Plats B and C.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining the described closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system. This deed is subject to any utility easements which have been granted in the past and all telephone lines, gas lines, or power lines for the transmission of electricity which has been granted in the past and the Grantor herein reserves an easement over the closed (piped) storm water system, water distribution system, road and street system, and sanitary sewerage system, as shown on aforementioned plat by James G. Swift & Associates, herein conveyed for the purpose of the maintenance and installation of power lines for the transmission of electricity, telephone lines, and gas lines for the purpose of serving said subdivision and the property adjacent thereto.

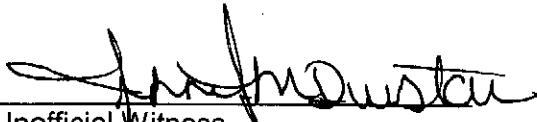
TO HAVE AND TO HOLD said storm drainage system, water distribution system, road and street system, and sanitary sewerage system together with all and singular, the rights, members, appurtenances thereto to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever in fee simple.

AND the said party of the first part, its successors and assigns, will warrant and defend the right and title to the above described property, to the said party of the second part. its successors and assigns, against all claims of all persons whosoever.

IN WITNESS WHEREOF, the party of the first part has hereunto sets its hand and affixed its seal

the day and year first above written.

Signed, sealed and delivered
in the presence of:

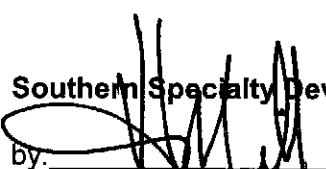

Unofficial Witness


Notary Public
Richmond County, Georgia
Commission expires: 4-24-16

umbia



Southern Specialty Development Co.

by: 

Victor J Mills

As Its: President

Date: Aug 7, 2012

**Accepted by Augusta, Georgia
by and through its Commission**

by: _____

as the Mayor

Attest: Clerk of Commission

SUBDIVISION: Belfair Lakes, Section Two

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Belfair Lakes is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Belfair Lakes a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Belfair Lakes is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at existing Belfair Lakes at Blk B, Lot 8
Extending approx. 290' NE to deadend
- (b) Length of road to nearest 1/100th mile:
0.05 mile
- (c) Width & type of road surface:
31 foot from back of raised edge asphalt to
back of raised edge asphalt; type E asphalt
- (d) Right-of-Way:
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: Belfair Lakes, Section Two

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Overlook Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Overlook Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Overlook Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at existing Overlook Drive at Blk D, Lot 13

Extending approx. 825' E and then NE
to Waterfront Drive

- (b) Length of road to nearest 1/100th mile:

0.156 mile

- (c) Width & type of road surface:

31 foot from back of raised edge asphalt to
back of raised edge asphalt; type E asphalt

- (d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: Belfair Lakes, Section Two

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Waterfront Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Waterfront Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Waterfront Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at existing Waterfront Dr., at Blk A, Lot 17

Extending approx. 1,098' NE and then curving NW
to 396' past intersection with Overlook Rd. to deadend

(b) Length of road to nearest 1/100th mile:

0.28 mile

(c) Width & type of road surface:

31 foot from back of raised edge asphalt to
back of raised edge asphalt; type E asphalt

(d) Right-of-Way:

60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

Item # 3

STATE OF GEORGIA)
COUNTY OF RICHMOND) **DEED OF DEDICATION (UTILITY)**
 FOR Belfair Lakes, Section 2

THIS INDENTURE, made and entered into this 31 day of JULY, 2008, between **Southeastern Family Homes, Inc.** hereinafter referred to as the Party of the First Part, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT the said Party of the First Part, for and in consideration of the sum of Ten Dollar and no/100 (\$10.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed unto the said Party of the Second Part, its successors and assigns the following described property, to-wit:

AN EASEMENT IN PERPETUITY UNDER, ACROSS AND THROUGH the approximately marked strips of land, together with the pipelines and appurtenances located therein, which are delineated on an as-built prepared for Southeastern Family Homes, Inc. by James G. Swift & Associates dated July 22, 2008 which plat reference is made for a more complete and accurate description as to the metes, bounds and location of said easements, and said plat has been attached hereto and by reference made a part thereof;

SAID EASEMENT BEING IN THE NATURE of a right-of-way for the purpose of laying, relaying, installing, extending, operating, repairing, and maintaining pipelines transporting and carrying utility services, the same hereinafter being referred to as the **"PROJECT;"**

TOGETHER WITH THE RIGHT, when construction or maintenance is necessary, to dig such trenches in said property, as described by the deed, as may be necessary for the project; to pile thereon the material excavated, and to haul pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property.

THE PARTY OF THE FIRST PART, his heirs, legal representatives, and assigns, after the completion of the **PROJECT**, shall have the right to use said parcel in any manner not inconsistent or interfering with the rights herein granted, **EXCLUDING** the right to erect, construct, or maintain thereon any buildings or permanent improvements.

AS A PART of the consideration for said conveyance, the Party of the Second Part covenants as follows:

(a) To cause the top of the pipelines to be laid a sufficient depth below the surface of the ground so as to permit the use of the surface thereof by the Party of the First Part for normal agricultural purposes; however in the case of ravines, streams or low places on the property, the Party of the Second Part may install the pipelines above the ground, provided that the pipelines shall be laid and maintained so as not to interfere with the natural flow of the surface water or any streams thereon;

(b) To refill the trenches it shall dig in connection with repairs, construction, maintenance, or extension, so as to leave the land available and ready for ordinary purposes of agriculture;

(c) To exercise the right of extending, making repairs to and maintain said property in a careful and skillful manner, avoiding unnecessary damage to any crop, plants, shrubs or trees growing upon said parcel of land, and in case of any such unnecessary damage, to compensate the Party of the First Part for such damage; and

(d) To give reasonable notice to the Party of the First Part of its intention to enter the said property in the exercise of the rights herein conferred except in cases of emergency.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

AND THE SAID PARTY OF THE FIRST PART, his heirs and legal representatives shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, and easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person or person whomsoever.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, related pronouns and verbs shall read as if written in the plural form, and when appropriate such phrase and related pronouns and relative pronouns shall be read as if written in the feminine or neuter, and when the grantor is a corporation, the word "successor" shall be substituted for the words "heirs" and "legal representatives" at the appropriate place or places.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED, AND DELIVERED in our presence:

Southeastern Family Homes, Inc.
Easement for Bellair Lakes, Section 2

By: _____

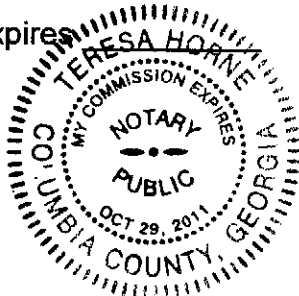
Victor J. Mills, President

Date: _____

July 24, 2008

Suzanne M. Hyde
Witness

Teresa Horne
Notary Public
My Commission Expires



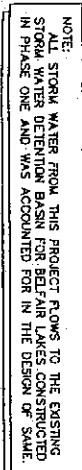
Accepted by:
AUGUSTA, GEORGIA

By: _____

As Its Mayor

Attest:

Administrator



BOUNDARY LINE TABLE		
LINE	LENGTH	BEARING
L1	44.01'	N49°20'42"E
L2	5.80'	S52°31'17"E
L3	70.01'	S62°46'33"E
L4	120.05'	S50°25'16"E
L5	30.00'	N58°26'52"E
L6	132.06'	N53°28'11"E

ALL BROWN LINES ARE OF P.V.C. (200-25)
ALL WATER LINES ARE OF P.V.C. (300-350) AS SHOWN
IT IS CERTIFIED THAT ALL "AS-BUILT" MEASUREMENTS AND
STRUCTURED TYPE AND LOCATION ARE CORRECT, AND FIELD
VERIFIED BY ME OR UNDER MY SUPERVISION.



BELFAIR LAKES

SECTION 2

VIC MILLS

PROPERTY LOCATED IN BELFAIR LAKES SOIL IN THE EAST CORNER
ADJACENT TO RICHMOND COUNTY, GEORGIA

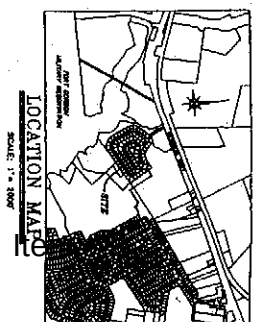
SOUTH 70° 00' 00" WEST 60' 00" 30'

EAST 90° 00' 00" NORTH 30' 00' 00"

PROPOSED LOT 87

JAMES G. SWIFT & ASSOCIATES
CONSULTING ENGINEERS

1008 WINTERVIEW PARKWAY - ATLANTA, GA - 30306
PHONE (770) 444-8800 FAX (770) 444-8800



STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

(Utility Water)

THIS AGREEMENT, entered into this _____ day of _____, 2008, by and between the **Southeastern Family Homes, Inc., Belfair Lakes S/D, Section 2**, hereinafter referred to as the "**DEVELOPER**", and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as the "**CITY**."

WHEREAS, the **DEVELOPER** requested that the **Augusta, Georgia** accept certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____; and

WHEREAS, the **CITY** has adopted a policy requiring the **DEVELOPER** to maintain all installations laid or installed in the subdivision for a period of eighteen months, which the **CITY** accepts by deed;

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) The **CITY** accepts certain sewer lines, water lines and mains or mains, pipes, valves, and connections, and appurtenances for the subdivision, respectively described in the deed contemporaneously tendered herewith to the Augusta Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____ Page _____.

(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 herein.

(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, the **CITY** shall notify the **DEVELOPER** and set forth in writing the items in need of repair. The **DEVELOPER** shall present, within fifteen business days, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by the **CITY**.

(5) If, in the event of an emergency, as determined by the **CITY**, the **DEVELOPER** is unable to respond in a timely manner, the **CITY** 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 the **CITY** for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, the **DEVELOPER** has hereunto set his hand and seal and the **CITY** 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.

SIGNED, SEALED, AND DELIVERED DEVELOPER in our presence:

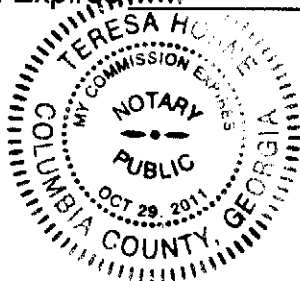
Southeastern Family Homes, Inc.
Belfair Lakes, Section 2

By: _____

Victor J. Mills
As its President

Witness Date: July 24, 2008

Notary Public
Commission Expires _____



Accepted by:
AUGUSTA, GEORGIA

By: _____
As Its Mayor

Attest: _____
Administrator



**Engineering Services Committee Meeting
9/10/2012 1:00 PM
Cushendal Subdivison Deed of Dedication and Maintenance Agreement**

Department:	Augusta Utilities Department
Caption:	Motion to approve and accept the water and sanitary sewer Deed of Dedication and Maintenance Agreement for Cushendal subdivision.
Background:	Southern Meadows Development, LLC is the developer of the Cushendal subdivision and wishes to dedicate the water distribution system and gravity sanitary sewer system to Augusta.
Analysis:	Both systems passed inspection and testing by the Augusta Utilities Department.
Financial Impact:	None
Alternatives:	Deny the motion to approve and accept the Cushendal water and sanitary sewer Deed of Dedication and Maintenance Agreement, and let them remain private.
Recommendation:	Approve and accept the Cushendal water and sanitary sewer Deed of Dedication and Maintenance Agreement
Funds are Available in the Following Accounts:	N/A

REVIEWED AND APPROVED BY:

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

STATE OF GEORGIA

COUNTY OF RICHMOND

EASEMENT DEED OF DEDICATION
Water and Gravity Sanitary Sewer Systems
Streets to remain Private Streets
CUSHENDAL

WHEREAS, SOUTHERN MEADOWS DEVELOPMENT, LLC, a company established under the laws of the State of Georgia, (hereinafter known as “**DEVELOPER**”) owns a tract of land in Richmond County, Georgia, known under the county numbering system as Parcel Identification number (Tax Map/Parcel No.) 053-0-042-01-0, 3646 Belair Road, and in the building of Cushendal 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 the water distribution system and the 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; and

WHEREAS, it is the desire of **DEVELOPER** to reserve unto itself the maintenance and control of the storm drainage system and the road and street system; and

WHEREAS, a plat of the above stated subdivision has been prepared by H. Lawson Graham & Associates, Inc., dated March 31, 2012, and said plat is filed in the Realty Records section of the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel PLAT BOOK 3 Page(s) 106, and to which reference is hereby made to said Exhibit for a more complete and accurate description as to the land 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

Item # 4

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**,

WITNESSETH:

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 20' easement(s), in perpetuity, centered over the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned plat.

All easements are granted 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 heirs, legal representatives, successors and assigns, shall repair, pave, or replace any private parking lot, road or street, or any portion thereof, or any landscaping, through which **AUGUSTA** may excavate or perform other work in connection with repairs, construction, maintenance, or extension of its water distribution system and 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 Item # 4

the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

AND DEVELOPER, its 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 hand and affixed its seal the day and year first above written.

DEVELOPER:

SOUTHERN MEADOWS
DEVELOPMENT, LLC

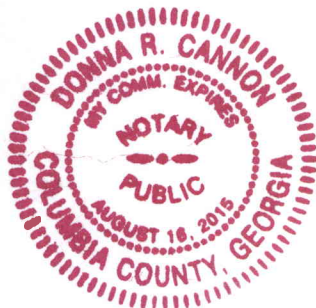
W. Lauren Graham.
Witness

By: [Signature]

As Its: [Signature]

Donna R. Cannon
Notary Public
State of Ga, County of Richmond
my Commission Expires: 8/16/15

(SEAL)



(SEAL)

AUGUSTA, GEORGIA

Witness

By: _____
Deke Copenhaver
As Its Mayor

Notary Public
State of Georgia, County of _____

Attest: _____
Lena Bonner
As Its Clerk of Commission

My Commission Expires: _____

(SEAL)

(SEAL)

**STATE OF GEORGIA
COUNTY OF RICHMOND**

MAINTENANCE AGREEMENT

CUSHENDAL

(Water Distribution System and Gravity Sanitary Sewerage System – Streets to Remain Private)

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between **SOUTHERN MEADOWS DEVELOPMENT, LLC**, a company established under the laws of the State of Georgia, 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 sewerage system, for the subdivision known as **CUSHENDAL**, 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 water distribution system and gravity sanitary sewerage system for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission and that said water distribution system and gravity sanitary sewer main were duly inspected by the Augusta Utilities Department, and said systems did pass said inspection.

(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 the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.

(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 of Dedication 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

Item # 4

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 AUGUSTA 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 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.

Signed, sealed and delivered in the presence of:

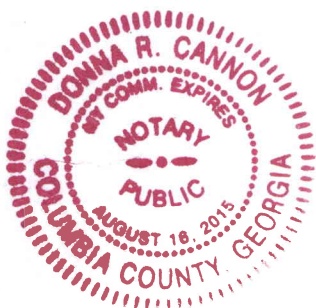
DEVELOPER:

W. Lawson Graham.
Witness

SOUTHERN MEADOWS
DEVELOPMENT, LLC
By: [Signature]
As Its: AGENT

Donna R Cannon
Notary Public
State of Ga., County of Richmond
My Commission Expires: 8/16/15

(SEAL)



(SEAL)

AUGUSTA, GEORGIA

Witness

Notary Public
State of Georgia, County of _____

My Commission Expires: _____

(SEAL)

By: _____
Deke Copenhaver
As Its Mayor

Attest: _____
Lena Bonner
As Its Clerk of Commission

(SEAL)

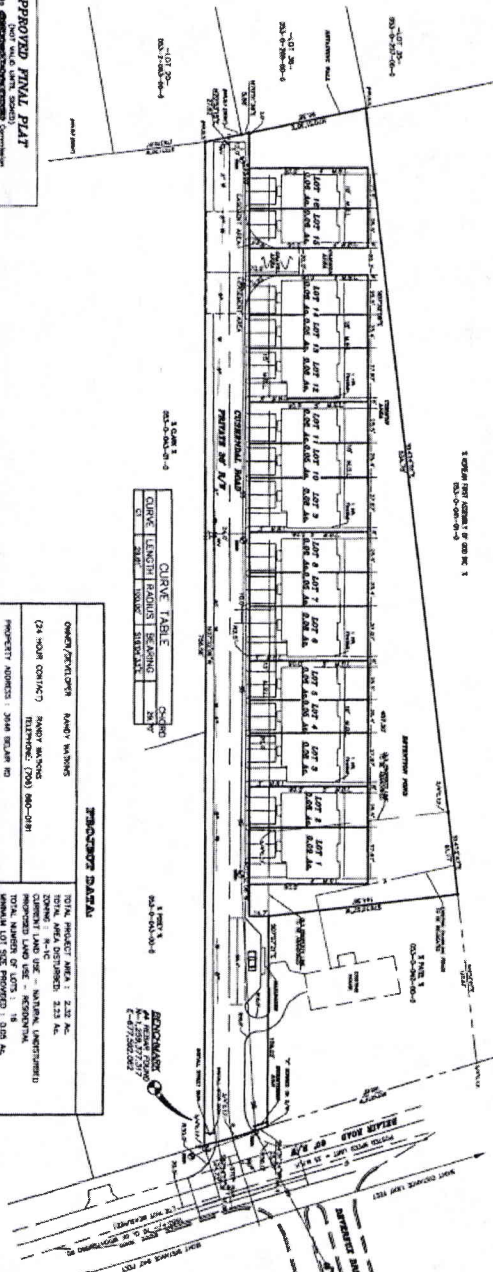
FILED IN PLAT CABINET 0
GUIDE 52 PLAT 6

1. ALL PROPERTY OWNERS ARE AT RISK UNLESS OTHERWISE NOTED.

THE STREETS AND ROADS (DETENTION/PREVENTION PONDS AND COMMON AREAS) SHALL BE MAINTAINED IN ACCORDANCE WITH THE STANDARDS AND REQUIREMENTS OF THE CITY OF CHICAGO, ILL. AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION, ILL. THE OWNER RELEASES ANY AND ALL LIABILITY TO THE CITY OF CHICAGO, ILL. AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION, ILL. FOR ANY AND ALL DAMAGE TO OR LOSS OF PROPERTY OR PERSONAL INJURY OR DEATH IN CONNECTION WITH THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE STREETS AND ROADS (DETENTION/PREVENTION PONDS AND COMMON AREAS) OR ANY ADJACENT AREAS.

THE CONTRACTOR, AS SOON AS PRACTICABLE, SHALL BE RESPONSIBLE FOR THE DESIGN OF THE STREETS AND ROADS (DETENTION/PREVENTION PONDS AND COMMON AREAS) AND SHALL PROVIDE FOR ADEQUATE UTILITY FOR THE DESIGN OF THE STREETS AND ROADS (DETENTION/PREVENTION PONDS AND COMMON AREAS).

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING REPAIR OR THE RESTORATION ASSOCIATED WITH REPAIR/REPLACEMENT OF A WATER DETENTION POND OR ANY OTHER PRIVATE DEVELOPMENT.



CURVE TABLE				000
CURVE	LENGTH	RADIUS	BEARING	26
C1	294.67	1500.00	S100.00 E	

OWNER/RENTOR	MAED, WILSON	TOTAL INSURED AREA - 2.22 AC.
(74 - HOA CONT'G)		TOTAL AREA DISPOSED - 2.22 AC.
PROPERTY ADDRESS	SAVED MANORS TELEPHONE (700) 860-0811	ZONING - R-1C - RESIDENTIAL, UNIMPROVED
PARCEL ID. NO.	346 ESTATE ID	PERMITTED LAND USE - RECREATION
	024-0-042-01-0	TOTAL NUMBER OF LOTS - 18
		NUMBER OF LOTS - 18
		MAJOR USE - 262 - RECREATION
		FRONT SETBACK - 15'
		DEEP SETBACK - 15.5'

TESTING DATA

[illegible]

DATE OF SURVEY - 2/9/2011 BY HLG mcl

FINAL PLAT
OF
CUSHENDAL
PROPERTY LOCATED WITHIN THE 90TH G.A.D.

[illegible]

SURVEY DATA

ANGULAR CLOSURE: 5" / STATION
ADJUSTMENT: NONE
PLAT CLOSURE: 1 FOOT IN 5,000
TOPCON GTS - 388

THIS PROPERTY MAY BE SUBJECT TO RESTRICTIONS AND OTHER EASEMENTS NOT SHOWN HEREON BUT MAY BE RECORDED IN THE CLERK OF COURTS OFFICE.

ACCORDING TO FEMA FIRM PANEL NUMBER 130158 D015 B, MAP DATE 2/4/1987, THIS PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN

Filed in this office
Augusta - Richmond County
07/25/2012 16:15:17 (00)
Eliane C. Johnson
Chief of Superior Court

APPROVED FINAL PLAT
(NOT VALID UNTIL RECORDED)

Approved: James E. B. [Signature] 7/17/2013
Date Approved: 7/17/2013
Circulation: 100
Class - Circulation: 100

APPROVED FINAL PLAT
(NOT VALID UNTIL 2003)

Agenda: ~~2013-2014~~ 2013-2014 Boarding Commission
Date Approved: 7/2/2013
Chairman: Bill Wright Jr.
Secretary: Stage A Party



**Engineering Services Committee Meeting
9/10/2012 1:00 PM
Dixon Airline Road Easement Deed for Additional Rights**

Department: Augusta Utilities

Caption: Motion to approve and accept a Dixon Airline Road Easement Deed for Additonal Rights from Lynnette Reyes.

Background: The Augusta Utilities Department is constructing a sanitary sewer pipeline, on Dixon Airline Road, at Mike Padgett Highway. Due to the topography, a lift station will need to be constructed, operated and maintained, as part of the system.

Analysis: The lift station requires electricity, to operate. A utility pole, electrical apparatuses, and other equipment will need to be installed, to supply electricity to the lift station. The Reyes' are granting additional rights, in and to Augusta's existing easement, for this purpose.

Financial Impact: None

Alternatives: Deny motion to approve and accept a Dixon Airline Road Easement Deed for Additonal Rights, from Lynnette Reyes.

Recommendation: Approve and accept a Dixon Airline Road Easement Deed for Additonal Rights, from Lynnette Reyes.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.
Administrator.**

Cover Memo

Item # 5

AUGUSTA, GEORGIA

EASEMENT DEED FOR ADDITIONAL RIGHTS

PARCEL IDENTIFICATION NUMBER: 145-0-017-04-0 **ADDRESS:** 1825 Dixon Airline Road

WHEREAS, Augusta was granted a permanent easement, on the property known as 1825 Dixon Airline Road, said document being recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 1020, Pages 1230-1232; and

WHEREAS, said permanent easement is shown as "22.5' PERMANENT EASEMENT" and "PERMANET EASEMENT" on a compiled easement plat prepared by William R. Gore, Professional Land Surveyors, Inc., dated February 2005, and attached hereto as Exhibit A, and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses; and

WHEREAS, Augusta will construct a sanitary sewer on said property, which will benefit Owner; and

WHEREAS, said sanitary sewer will require a wet well, grinder pumps, and/or lift station be installed, plus other apparatuses and equipment needed for operation and maintenance; and

WHEREAS, said apparatuses and equipment will require connection to electrical power; and

WHEREAS, for these reasons OWNER wishes to grant Augusta additional rights in and to the said permanent easement;

NOW, THEREFORE, THIS INDENTURE made and entered into this ____ day of _____ 2012, between **Lynnette K. Reyes**, hereinafter referred to as OWNER, and **Augusta, Georgia**, a political subdivision under the laws of Georgia, hereinafter referred to as AUGUSTA;

WITNESSETH

OWNER, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand and truly paid by Augusta at and before the sealing and delivery of these presents and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Augusta, its successors and assigns, the following rights, TO WIT:

Granted to AUGUSTA are the rights to install, construct, operate, maintain, and replace, a wet well, grinder pumps, and/or lift station, and any pipelines, apparatuses, or any other equipment, needed to operate and maintain the sanitary sewer system. Said equipment will include, but is not limited to, the setting of utility poles, the stringing, or burying of electrical wire and fiber optics cables.

Also granted is the right, but not the duty, to clear and to keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for this purpose and all other purposes stated herein.

OWNER, her successors, heirs, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcel of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees that may interfere with the accessing, expanding, adding, laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying public services and the right to erect, construct or maintain thereon any buildings, structures, or other permanent improvements.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto Augusta and its successors, in perpetuity.

IN WITNESS WHEREOF, Owner has set her hand and seal, the day and year first above written.

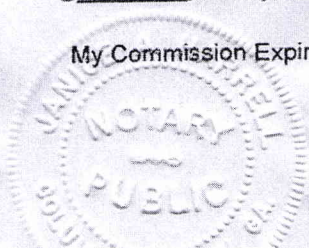
Signed, Sealed and Delivered in the presence of:

Kelley S. Shields
WITNESS

By: Lynnette K. Reyes
Lynnette K. Reyes

Janice R. Harrell
NOTARY PUBLIC
Columbia County, Georgia

My Commission Expires: 3/17/13



Approved and Accepted By:

AUGUSTA, GEORGIA

WITNESS

By: _____
David S. Copenhaver

NOTARY PUBLIC

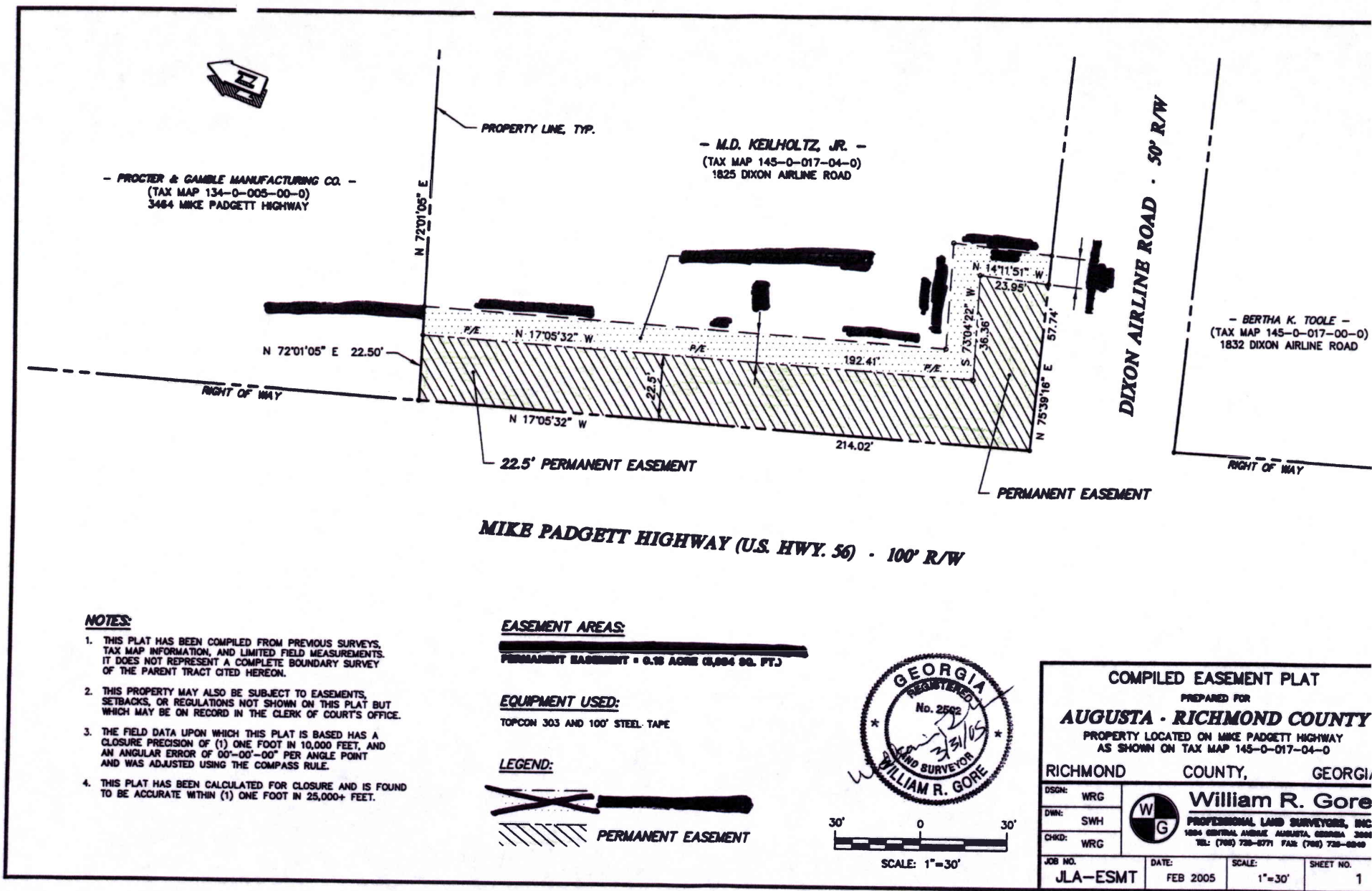
As Its: Mayor

_____ County, Georgia

My Commission Expires: _____

Attest: _____
Clerk of Commission

(SEAL)





**Engineering Services Committee Meeting
9/10/2012 1:00 PM**

Forum W.S., LLC Easement Deed and Memorandum of Understanding

Department: Augusta Utilities Department

Caption: Motion to approve and accept a utility Easement Deed and a Memorandum of Understanding from Forum W.S., LLC.

Background: The Augusta Utilities Department is beginning the construction of a diversionary sanitary sewer pipeline, from the sanitary sewer pipeline located on Washington Square property (Steinmart), which is owned by Forum, to an existing sanitary sewer pipeline belonging to Augusta. In order to complete construction, a utility easement will be needed from Forum.

Analysis: The Steinmart sanitary sewer has experienced incidents, in the past, and needs to be diverted, in order to forestall future incidents. Forums is granting an easement over the connection point. They have also signed a Memorandum of Understanding, whereby Forum will be responsible for the remainder of the existing Steinmart sanitary sewer unless and until it is brought up to code by Forum.

Financial Impact: None

Alternatives: Deny the motion to approve and accept the Forum utility Easement Deed and Memorandum of Understanding.

Recommendation: Approve and accept the Forum utility Easement Deed and Memorandum of Understanding.

Funds are Available in the Following Accounts: N/A

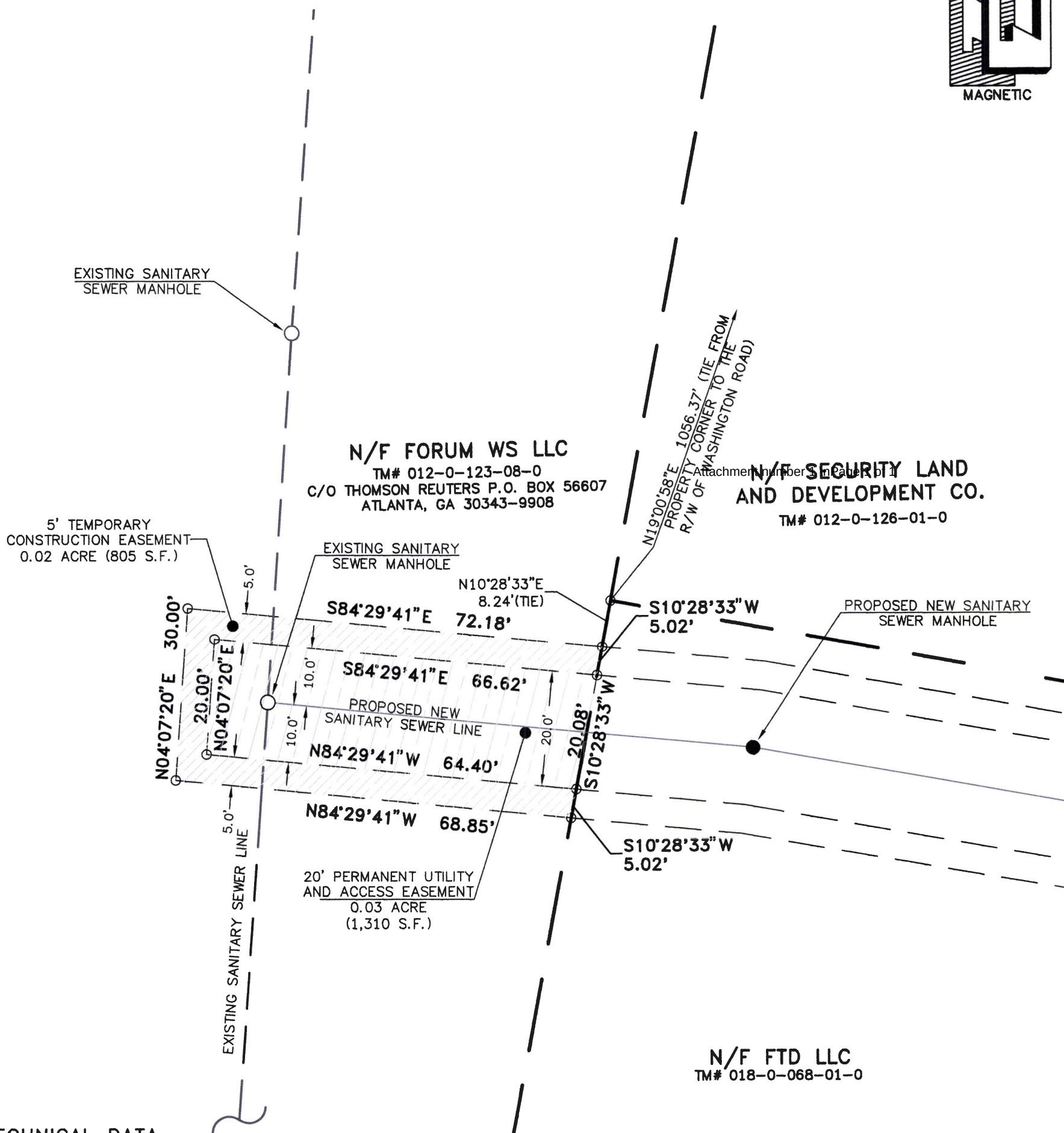
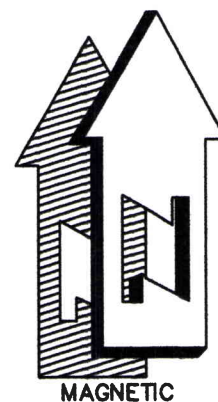
REVIEWED AND APPROVED BY:

Cover Memo

Item # 6

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

G:\AA-ACTIVE JOB FILES\2012\2012-0111 - STEINMART - PUBIX SEWER IMPROVEMENTS\AC-DRAWINGS\SURVEY\2012-0111_SU.DWG



TECHNICAL DATA

DATE OF SURVEY - MAY, 2012
EQUIPMENT USED - THEODOLITE & E.D.M.
ANGULAR PRECISION - 5" PER ANGLE
FIELD PRECISION - 1 in 12,875
PLAT CLOSURE - 1 in 33,123
COMPASS ADJUSTMENT

REFERENCES:

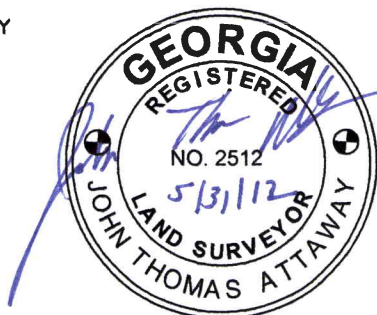
1. UTILITY EASEMENT PLAT FOR CITY COUNCIL OF AUGUSTA BY H. LAWSON GRAHAM AND ASSOCIATES DATED 11/7/94 LAST REVISED ON 1/16/95
2. PLAT FOR KNOX DEVELOPMENT COMPANY BY CRANSTON, ROBERTSON, AND WHITEHURST, P.C. DATED JUNE 18, 1999 LAST REVISED 2/09/00

NOTE:

1. NO MONUMENTS WERE SET AT THE CORNERS OF THE EASEMENTS SHOWN HEREON

LEGEND:

N/F - NOW OR FORMALLY
TM - TAX MAP
R/W - RIGHT OF WAY



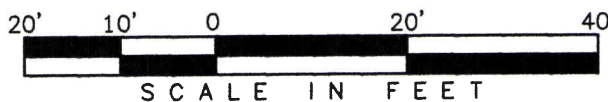
EASEMENT MAP

FOR

Augusta, Georgia

SHOWING TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT UTILITY AND ACCESS EASEMENT FOR TM# 012-0-123-08-0 LOCATED IN THE 90TH G.M.D.

AUGUSTA, RICHMOND COUNTY, GEORGIA



SCALE IN FEET

SCALE: 1" = 10'

May 31, 2012

PREPARED BY

Cranston Engineering Group, P.C.
ENGINEERS - PLANNERS - SURVEYORS

452 ELLIS STREET, AUGUSTA, GEORGIA 30901
POST OFFICE BOX 2546, AUGUSTA, GEORGIA 30903
TELEPHONE 706-722-1588
FACSIMILE 706-722-8379
http://www.cranstonengineering.com

2012-0111

AUGUSTA, GEORGIA EASEMENT DEED

PARCEL IDENTIFICATION NUMBER: 012-0-123-08-0 **ADDRESS:** 2834 Washington Road

THIS INDENTURE made and entered into this ____ day of _____ 2012, between FORUM W.S., L.L.C., a Limited Liability Company established under the laws of the State of Georgia, hereinafter referred to as OWNER, and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as AUGUSTA;

WITNESSETH, that Owner, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand and truly paid by Augusta at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Augusta, its successors and assigns, an easement in perpetuity under, across and through the hereinafter described parcel of land.

Said easement consists of 1,310 Square Feet (0.03 acre), more or less, of permanent Utility and Access easement, and is marked as "20' Permanent Utility and Access Easement" on a plat prepared by Cranston Engineering Group, P. C., dated May 31, 2012, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, adding, relaying, expanding, installing, extending, operating, repairing and maintaining pipelines transporting and carrying utility services.

Owner does also grant unto Augusta temporary construction easement consisting of 805 Square Feet (0.02 acre), more or less, and is marked 5' Temporary Construction Easement on said plat. Said temporary construction easement is granted together with the right to dig such trenches in said parcel of land as may be necessary for the Project, to pile thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along and across the said parcel of land. Said temporary construction easement shall expire at the completion and final acceptance of this pipeline by Augusta.

Owner does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty to clear, and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for this purpose and all other purposes stated herein.

Owner does agree that no other utilities may be constructed within the aforesaid easement in perpetuity except by written permission of the Augusta Utilities Department.

Owner, its heirs, successors, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcel of land in any manner not inconsistent or interfering with
Item # 6

the rights herein granted, excluding, however, the right to plant thereon any trees or other vegetation that may interfere with the accessing, laying, adding, relaying, installing, expanding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services. Owner further agrees that no buildings, structures, or other permanent improvements shall be constructed, built, erected, moved onto, set-up, or maintained, within the limits and boundaries of the 20' Permanent Utility and Access Easement.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto Augusta, its successors and assigns, in perpetuity.

And Owner, its heirs, successors, assigns and legal representatives shall and will forever warrant and defend unto Augusta, its successors and assigns, the rights, ways, easements privileges and appurtenances conveyed herein, against the claim of any person or persons whomsoever.

IN WITNESS WHEREOF, Owner has set its hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Lynne Smith
WITNESS

Sandra Passman
NOTARY PUBLIC
Fulton ~~Richmond~~ County, Georgia

My Commission Expires: 3/25/2016

(SEAL)



FORUM W.S., L.L.C.

By: [Signature]

As Its: MEMBER

By: _____

As Its: _____

Approved and Accepted By:

AUGUSTA, GEORGIA

WITNESS

By: _____
David S. Copenhaver

As Its: Mayor

NOTARY PUBLIC

_____ County, Georgia

My Commission Expires: _____

Attest: _____
Clerk of Commission

(SEAL)

(SEAL)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Memorandum") made this Thirtieth day of August, 2012, by and between **FORUM W.S., L.L.C.**, a Limited Liability Company established under the laws of the State of Georgia, hereinafter known as "Forum", and **AUGUSTA, GEORGIA**, a Political Subdivision of the State of Georgia, hereinafter known as "Augusta".

WHEREAS Forum and Augusta have agreed to enter into a collaborative agreement; and

WHEREAS Forum and Augusta desire to enter into this Memorandum setting forth the general and basic terms, conditions, services, rights, duties, and obligations to be provided by respective parties through this Memorandum;

1.0 PURPOSE

The purpose of this Memorandum is to delineate the responsibilities of each party for the sanitary sewer pipeline known as the Books-A-Million, Steinmart, or Washington Square Shopping Center Sanitary Sewer.

2.0 BACKGROUND

Forum W.S., L.L.C. owns a private sanitary sewer pipeline that traverses Washington Square Shopping Center, which, from time to time, has experienced spillage incidents. These incidents have resulted in time spent in locating and removing the blockages, cleaning up and mitigating the spills, and Environmental Protection fines. Augusta was asked if it could help to rectify this situation. To that end, Augusta has proposed extending

a pipeline, from a nearby public sanitary sewer, to the Washington Square sanitary sewer, and diverting the Washington Square sanitary sewer into the public sanitary sewer.

The Augusta proposal would require assurances, from Forum, regarding their responsibility for what will be the remainder of the functioning Washington Square sanitary sewer, and the donation of a permanent access and utility easement, as well as temporary construction easements, for the construction of the sanitary sewer diversion pipeline.

3.0 UNDERSTANDING

Forum, its successors, assigns and legal representatives agree to the following:

a. Forum will retain ownership of and be responsible for the operation, maintenance, upkeep, repair, and replacement of what will be the remainder portion of the private Washington Square sanitary sewer, from the point of tie in to Augusta's diversion pipeline and extending to its end point at Washington Road. Forum will remain responsible for, and will rectify, any issues, or problems, that emanate from this remainder pipeline. Augusta will have absolutely no responsibility for, or to, the remainder pipeline.

b. Forum will donate an easement, as shown on a plat prepared by Cranston Engineering Group, P. C., dated May 31, 2012, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses. The Deed, for said easement, to be executed and given to Augusta with this Memorandum of Understanding.

c. This document shall be recorded in the Realty Records of the Office of the Clerk of the Superior Court of Richmond County, Georgia, and will attach to, and run with, the land known as 012-0-123-08-0, 2834 Washington Road, Washington Square Shopping Center.

Augusta agrees to the following:

If Forum should bring the remainder sanitary sewer pipeline up to the Current code and specifications for sanitary sewer systems, and the pipeline passes the inspection of the Augusta Utilities Department, Augusta will accept said remainder sanitary sewer pipeline, and provided that Forum donates to Augusta:

a 20' permanent access and utility easement centered over said easement, into its public sanitary sewer system.

4.0 TIME/TERMINATION

This Memorandum will remain in effect as long as the remainder portion of the Washington Square sanitary sewer remains private.

5.0 MISCELLANEOUS

- a. This Memorandum shall be executed in duplicate, so that both Forum and Augusta will each have an original executed Memorandum, either of which may be considered the original.
- b. This Memorandum shall be controlled by and construed in accordance with the laws of the State of Georgia, and venue shall be in Richmond County Georgia.
- c. This Memorandum is the entire agreement between the parties, and may not be amended, except by a writing executed by both parties.

IN WITNESS WHEREOF, Forum and Augusta have caused the execution of this Memorandum by and through their respective duly elected officers, with their respective seals being affixed hereto, as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

AUGUSTA, GEORGIA

WITNESS

By: _____
DAVID S. COPENHAVER
MAYOR

ATTEST: _____
LENA J. BONNER
AS ITS: CLERK OF COMMISSION

NOTARY PUBLIC
RICHMOND COUNTY, STATE OF GEORGIA

MY COMMISSION EXPIRES: _____

(SEAL)

Lynne Smith

WITNESS

FORUM W.S., L.L.C.

By: *[Signature]*

AS ITS: MEMBER

Fulton
Sandra Passman

NOTARY PUBLIC
RICHMOND COUNTY, STATE OF GEORGIA

MY COMMISSION EXPIRES: 3/25/2016

(SEAL)

By: _____

AS ITS: _____





**Engineering Services Committee Meeting
9/10/2012 1:00 PM
FTD, LLC Easement Deed**

Department: Augusta Utilities Department

Caption: Motion to approve and accept a utility Easement Deed from FTD, LLC.

Background: The Augusta Utilities Department is beginning the construction of a diversionary sanitary sewer pipeline, from the sanitary sewer pipeline located on Washington Square property (Steinmart) to an existing sanitary sewer pipeline belonging to Augusta. In order to complete construction, a utility easement will be needed from FTD, LLC.

Analysis: The Steinmart sanitary sewer has experienced incidents, in the past, and needs to be diverted, in order to forestall future incidents. FTD, LLC has agreed to donate the needed easement, for this purpose.

Financial Impact: None

Alternatives: Deny the motion to approve and accept the FTD, LLC utility Easement Deed.

Recommendation: Approve and accept the FTD, LLC utility Easement Deed.

Funds are Available in the Following Accounts: N/A

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.
Administrator.**

Cover Memo

Item # 7

AUGUSTA, GEORGIA EASEMENT DEED

PARCEL IDENTIFICATION NUMBER: 018-0-068-01-0 **ADDRESS:** 2830 Washington Road

THIS INDENTURE made and entered into this ____ day of _____, 2012, between FTD, LLC, a Limited Liability Company established under the laws of the State of Georgia, hereinafter referred to as OWNER, and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as AUGUSTA;

WITNESSETH, that Owner, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand and truly paid by Augusta at and before the sealing and delivery of these presents, and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto Augusta, its successors and assigns, an easement in perpetuity under, across and through the hereinafter described parcel of land.

Said easement consists of 8,425 Square Feet (0.19 acre), more or less, of permanent Utility and Access easement, and is marked as "20' Permanent Utility and Access Easement" on a plat prepared by Cranston Engineering Group, P. C., dated May 31, 2012, attached hereto and made a part hereof, to which reference is made for a more accurate and complete description of the metes, bounds and courses, and being for the purpose of accessing, laying, adding, relaying, expanding, installing, extending, operating, repairing and maintaining pipelines transporting and carrying utility services.

Owner does also grant unto Augusta temporary construction easements. One consists of 2,025 Square Feet (0.05 acre), more or less, and is marked 5' Temporary Construction Easement "A" on said plat. The other consists of 2,102 Square Feet (0.05 acre), more or less, and is marked 5' Temporary Construction Easement "B", on said plat. Said temporary construction easements are granted together with the right to dig such trenches in said parcel of land as may be necessary for the Project, to pile thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along and across the said parcel of land. Said temporary construction easements shall expire at the completion and final acceptance of this pipeline by Augusta.

Owner does also grant, bargain, sell and convey unto Augusta, its successors and assigns, the right, but not the duty to clear, and keep clear, all trees, undergrowth and other obstructions from said permanent easement, along with the free right of ingress and egress to and from said permanent easement for this purpose and all other purposes stated herein.

Owner does agree that no other utilities may be constructed within the aforesaid easement in perpetuity except by written permission of the Augusta Utilities Department.

Owner, its heirs, successors, assigns and legal representatives, after the completion of this Project, shall have the right to use said parcel of land in any manner not inconsistent or interfering with the rights herein granted, excluding, however, the right to plant thereon any trees or other vegetation that may interfere with the accessing, laying, adding, relaying, installing, expanding, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services. Owner further agrees that no buildings, structures, or other permanent improvements shall be constructed, built, erected, moved onto, set-up, or maintained, within the limits and boundaries of the 20' Permanent Utility and Access Easement.

TO HAVE AND TO HOLD the aforesaid rights, ways, easements, privileges and appurtenances unto Augusta, its successors and assigns, in perpetuity.

And Owner, its heirs, successors, assigns and legal representatives shall and will forever warrant and defend unto Augusta, its successors and assigns, the rights, ways, easements privileges and appurtenances conveyed herein, against the claim of any person or persons whomsoever.

IN WITNESS WHEREOF, Owner has set its hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

FTD, LLC

Pamela T. Brantham
WITNESS
Charvette P. Lyles
NOTARY PUBLIC
Richmond County, Georgia
My Commission Expires: _____

Notary Public, Richmond County, Georgia
My Commission Expires August 26, 2014

By: WLT
As Its: Walton L. Johnson
Director
By: _____
As Its: _____

(SEAL)

Approved and Accepted By:

AUGUSTA, GEORGIA

WITNESS

By: _____
David S. Copenhaver

As Its: Mayor

NOTARY PUBLIC

County, Georgia

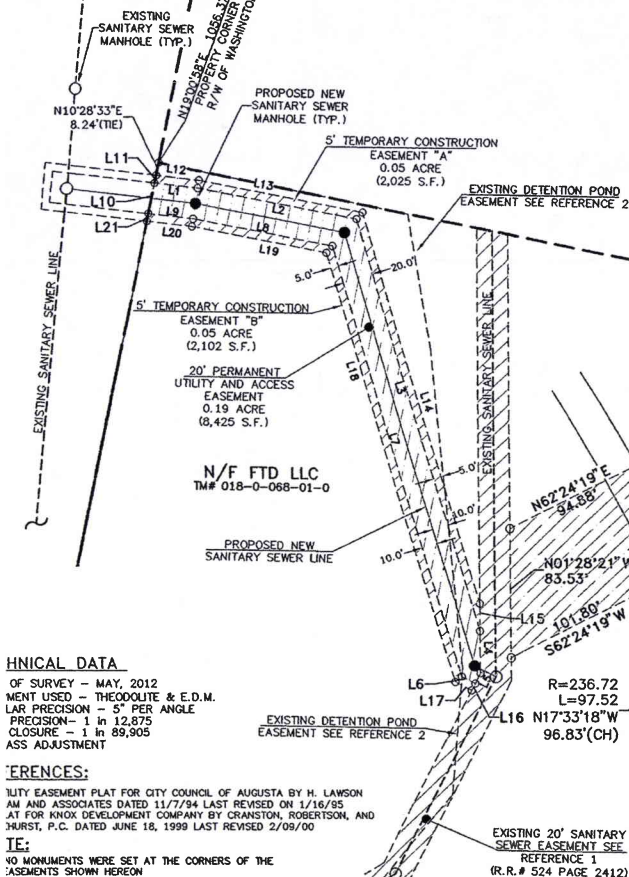
My Commission Expires: _____

Attest: _____
Clerk of Commission

(SEAL)

(SEAL)

1/F FORUM WS LLC
TM# 012-0-123-08-0

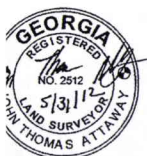


GENERAL DATA
OF SURVEY - MAY, 2012
METHOD USED - THEODOLITE & E.D.M.
L.A.R. PRECISION - 5" PER ANGLE
PRECISION - 1 in 12,875
CLOSURE - 1 in 89,905
ASS. ADJUSTMENT

REFERENCES:
UTILITY EASEMENT PLAT FOR CITY COUNCIL OF AUGUSTA BY H. LAWSON
AND ASSOCIATES DATED 11/7/94 LAST REVISED ON 1/16/95
AT FOR KNOX DEVELOPMENT COMPANY BY CRANSTON, ROBERTSON, AND
THURST, P.C. DATED JUNE 18, 1999 LAST REVISED 2/09/00

NOTES:
NO MONUMENTS WERE SET AT THE CORNERS OF THE
EASEMENTS SHOWN HEREON

LEGEND:
- NOW OR FORMALLY
- TAX MAP
- RIGHT OF WAY
- PROPOSED MANHOLE
- EXISTING MANHOLE
- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE
- TYPICAL



20' PERMANENT UTILITY AND ACCESS EASEMENT (0.19 ACRE, 8,425 S.F.)		
Line #	Direction	Length
L1	S84°29'41"E	28.54
L2	S80°00'54"E	104.45
L3	S17°49'50"E	277.61
L4	S01°28'21"E	27.38
L5	S26°16'26"W	7.53
L6	N63°43'34"W	9.81
L7	N17°49'50"W	290.40
L8	N80°00'54"W	91.61
L9	N84°29'41"W	29.49
L10	N10°28'33"E	20.08

5' TEMPORARY CONSTRUCTION EASEMENT "A" (0.05 ACRE, 2,025 S.F.)		
Line #	Direction	Length
L11	N10°28'33"E	5.02
L12	S84°29'41"E	28.30
L13	S80°00'54"E	107.66
L14	S17°49'50"E	263.59
L15	S01°28'21"E	17.75
L3	N17°49'50"W	277.61
L2	N80°00'54"W	104.45
L1	N84°29'41"W	28.54

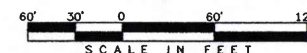
5' TEMPORARY CONSTRUCTION EASEMENT "B" (0.05 ACRE, 2,102 S.F.)		
Line #	Direction	Length
L9	S84°29'41"E	29.49
L8	S80°00'54"E	91.61
L7	S17°49'50"E	290.40
L6	S63°43'34"E	9.81
L16	S26°16'26"W	5.00
L17	N63°43'34"W	11.93
L18	N17°49'50"W	289.50
L19	N80°00'54"W	88.40
L20	N84°29'41"W	29.73
L21	N10°28'33"E	5.02

Augusta, Georgia

SHOWING ACCESS AND SANITARY SEWER LINE EASEMENTS ON TM# 018-0-068-01-0
& TM# 018-0-070-00-0 LOCATED IN THE 90TH G.M.D.
AUGUSTA, RICHMOND COUNTY, GEORGIA

1" = 60'

MAY 31, 2012



PREPARED BY

Cranston Engineering Group, P.C.
ENGINEERS - PLANNERS - SURVEYORS

452 ELLIS STREET, AUGUSTA, GEORGIA 30901
POST OFFICE BOX 2546, AUGUSTA, GEORGIA 30903
TELEPHONE 706-722-1588
FACSIMILE 706-722-8379
Email: cranstonengineering.com

Item



**Engineering Services Committee Meeting
9/10/2012 1:00 PM
Hyde Park/Wilkerson Garden Appraisal, Acquisition, and Relocation**

Department: Engineering-Abie L. Ladson, P.E., CPESC, Director

Caption: Discuss and approve a path forward for the Appraisal, Acquisition, and Owner/Tenant Relocation for Hyde Park/Wilkerson Garden Drainage Improvement Project.

Background: In October 2011, the Augusta Commission approved fully-funding the design and partially-funding the appraisal, acquisition and resident relocations for the Hyde Park/Wilkerson Gardens Drainage Improvement Project. Housing and Community Development was tasked to handle the appraisal, acquisition, and relocation activities for this project. On March 12, 2012, Housing and Community Development presented to the Commission for approval, a plan to hire part-time employees that will assist with relocation of Hyde Park residents. The Commission recommended and approved staff to acquire bids for the services proposed and provided through Housing and Development. It was also recommended that these bids be compared with Housing and Development costs, and presented to the Commission.

Analysis: On August 10, 2012, the following firms submitted bids and the results are as follow: 1. ADP \$475,206 2. Smith Real Estate Services \$562,370 3. Terrell, Hundley & Carroll \$692,700 4. Moreland Altobelli \$935,600 The cost Housing and Development presented to the Commission on March 12, 2012 was \$438,700.

Financial Impact: Funds are available in the project budget 328-041110-212828203 upon Commission approval.

Alternatives: 1) Approve a Path Forward for the Appraisal, Acquisition, and Owner/Tenant Relocation for Hyde Park/Wilkerson Garden Drainage Improvement Project. 2) Do not approve and continue to delay the project.

Recommendation: Approve Alternative Number One.

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

328-04-1110 / 212828202 323-04-1110 / 212823201

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Invitation to Bid

Sealed bids will be received at this office on Tuesday, August 7, 2012 @ 11:00 a.m. for furnishing:

Bid Item 12-173 Real Estate Services for Property Appraisal, Acquisition and Owner/Tenant Relocation for Hyde Park Regional Stormwater Management & Improvements Project for Engineering Department

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

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the office of the 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 Meeting will be held on Friday, July 20, 2011 @ 10:00 a.m. A mandatory site visit will follow. All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, July 24, 2012 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.**

The local bidder preference program is not applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

No Bid may be withdrawn for a period of **90** days after time has been called on the date of opening.

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

GERI A. SAMS, Procurement Director

Augusta Chronicle June 28, 2012 and July 5, 12, 19, 2012
Metro Courier July 4, 2012

cc: Tameka Allen Deputy Administrator
 Abie Ladson Engineering Department
 Hameed Malik Engineering Department

Mandatory Pre-Bid Meeting

Bid Item #12-173

Real Estate Services for Property Appraisal, Acquisition and Owner/Tenant Relocation
for Hyde Park Regional Stormwater Management & Improvements Project
For Augusta, GA – Engineering Department
Friday, July 20, 2012 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. Stephen R. Evans	Smith Real Estate Services	120 Hammond Dr. Sandy Springs, GA 30328	678-925-1679 404-315-1512	404-315-9800	Prime
2. Dennis Wyatt	TELICS	2 NEWKIRK WAY TRAVELERS REST SC	864-982-3942	704-872-0604	Prime
3. Tom L. Davis	Tom L. Davis & Associates	P.O. Box 21107 Augusta, GA 30917	706-394-0583	706-773-8909	SUB
4. Emory Dixon	Moreland Atlanta	2211 Brentwood Dr. Suite 190, Norcross, GA 30071	770-263-1155	770-263-1155	Prime
5. Larry Singleton	Singleton, LLC	1506 Brookridge Dr. Woodstock, GA 30189	770-924-8424	404-591-4688	Prime
6. Pam Smith	Smith Real Estate Services, Inc.	120 HAMMOND DR. SANDY SPRINGS, GA 30328	404-315-1512 EXT. 101 404-822-3523	404-315-9800	Prime
7. Sean Ingvalson	THC, Inc.	1755 North Brown Ad. Suite 105 Lawrenceville, GA 30043	770-623-0530	770-495-2384	Prime
8. Herbert May	MAY APPRAISAL Co	573 Blue Ridge Crossing Evans, GA 30809	706-868-1247	706-868-0612	Prime
9. Cheryl Brewer	CAB Acquisition Services Terrell, Huddley & Carroll Right of Way Services, Inc.	12 Success Way Warrenton, GA 30828 777 Petty Rd. Suite 201 Lawrenceville, GA 30043	706-832-1412	706-465-3966	Prime
10. Jeremy Lee	APD URBAN PLANNING & CONSULTING	1109 17th St Augusta, GA 30901	706-376-4614	678-225-7062	Prime
11. WARREN CAMPBELL			706-552-0908	706-552-0915	SUB
12. Phyllis Mills	Procurement		706-821-2888	706-821-2811	

Item # 8

Mandatory Pre-Bid Meeting
Bid Item #12-173
Real Estate Services for Property Appraisal, Acquisition and Owner/Tenant Relocation
for Hyde Park Regional Stormwater Management & Improvements Project
For Augusta, GA – Engineering Department
Friday, July 20, 2012 at 10:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	Prime/Sub/
1. <u>Tommy Terrell</u>	<u>TERRELL, HUNDLEY + CARROLL RIGHT OF WAY</u>	<u>777 Petty Road Suite 201 Lawrenceville GA</u>	<u>678-376-4614</u>	<u>678- 225-7062</u>	<u>Prime</u>
2. <u>HANFEEED MAJID</u>	<u>Augusta Engineering</u>	<u>505 Tellico St Augusta GA 30911</u>	<u>706-796-3000</u>	<u>706-796-3000</u>	
3. <u>Darrell White</u>	<u>Procurement</u>		<u>706 821-2423</u>	<u>706 821-2811</u>	
4. <u>Grounds</u>	<u>DBE</u>		<u>706 821-2406</u>		
5.					
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12.					

Item # 8

User: Mills, Phyllis Organization: City of Augusta, GA (Augusta Commission)

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Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-12-173-0-2012/PJM

Bid Name Real Estate Services for Property Appraisal, Acquisition & Owner/Tenant Relocation for Hyde Park Regional Stormwater Management & Improvement

2 Document(s) found for this bid

12 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Cardno TBE	8668353636	8033330045	1			Documents
CBRE	2025855676	2025855676	2			Documents
CHB Acquisition Services, LLC	7068321412	7064653966	1			Documents
Crider, Bouye, & Elliott, LLC	8642321788	8642321890	2			Documents
Greg Malcolm & Associates, Inc.	6783449155	6783449156	2			Documents
Keystone Field Services, Inc. (M/WBE)	8508777185	8508777186	2	1. Small Business		Documents
Onvia, Inc. - Content Department	2063739500	8882637801	2			Documents
Pardue & Company, Inc.	7709139994	6786805320	2			Documents
Singleton, LLC	7709248421	7709248421	1			Documents
Smith Real Estate Services, Inc.	4043151512	4043159890	2			Documents

Page 1 of 2 first | previous | next | last

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-12-173-0-2012/PJM

Bid Name Real Estate Services for Property Appraisal, Acquisition & Owner/Tenant Relocation for Hyde Park
Regional Stormwater Management & Improvement

2 Document(s) found for this bid

12 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Spitzer & Associates	5124788660	5124788462	2			Documents
THC, Inc.	7706230520	7704952384	2			Documents

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BIDDERS LIST

BID ITEM # 12-173 COST \$ 2

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Christina Holmes 1615 W 40th Street Chattanooga, TN 37409		7/3/12		SP	U.S. Mail
2	423-593-2868					
3	Andy Sheppard, MAI Pritchett, Ball & Wise, Inc. 1389 Peachtree Street NE, Ste 300 Atlanta, GA 30309		7/3/12		SP	U.S. Mail
4	O: 404.874.4499 x30 C: 770.656.9221					
5	Jonathan A. Halstead Halstead & Associates, Inc. 401 N Ridge Avenue, Suite D PO Box 1251 Tifton, GA 31793-1251 229.382.5808		7/5/12		SP	U.S. Mail
6	229.382.5821 FAX					
7	Raymond R. Koepsell G. Randall Hammond & Co. 7000 Peachtree Dunwoody Rd Ste 4-100 Atlanta, GA 30328 Phone: 678-638-4190 Fax: 678-638-4232		7/12/12		SP	U.S. Mail
8						
9						
10						
11						
12						Item # 8

BIDDERS LIST

BID ITEM # 12-173 COST \$ 0

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC #	INITIALS	MAILED BY
1	Terrell, Hundley & Carroll Right of Way Services Inc Attn Tommy Terrell 777 Petty Road, Suite 201 Lawrenceville, GA 30043	678-376-4614	7/2/12		SP	U.S. Mail
2		678-225-7062 (fax)				
3	Deborah Moon Moreland Altobelli Associates, Inc. 2211 Beaver Run Road, Suite 190 Norcross, Georgia 30071 (770) 263-5945 • (770) 263-0166 (fax)		7/2/12		SP	U.S. Mail
4						
5	New Century Real Estate Services, Inc. c/o Susan C. Adams 2629 Earl Drive Marietta, GA 30062 770-792-0141		7/2/12		SP	U.S. Mail
6						
7	Singleton Real Estate Larry Singleton 1506 Brookridge Drive Woodstock, GA 30189 C. 770.924.8421 F. 770.924.3562		7/2/12		SP	U.S. Mail
8						
9	Cheryl Worthy-Pickett WP Consulting, Inc. 2129 Briarlake Trace NE Atlanta, Georgia 30345 (404) 376-4718 (direct) (866) 445-2470 (fax)		7/3/12		SP	U.S. Mail
10						
11	Daniel Diaz Real Estate Analyst, Inc. P. O. Box 261 Tucker, Georgia 30085 770.492.9310		7/3/12		SP	U.S. Mail
12						
Item # 8						

Real Estate Services for Property Appraisal, Acquisition and Owner/Tenant
Relocation for Hyde Park Regional Stormwater Management Improvements Project
for Engineering Department

Bid Due: Tuesday, August 7, 2012 @ 11:00 a.m.

Company Name	First Name	Last Name	Address Line 1	Add 2	City	State	ZIP Code
Ables Realty Company	Charles	Ables	P.O. Box 221		Rome	GA	30162
New Century Real Estate Serv Inc	Susan	Adams	2629 Earl Drive		Marietta	GA	30062
Terrell, Hundley & Carroll Right of Way Servi	John	Albrycht	777 Petty Rd, Suite 201		Lawrenceville	GA	30043
Almand, Robert V	Robert	Almand	PO Box 776		Valdosta	GA	31603-0776
Anderson Appraisal Serv Inc	Andy	Anderson	120 Robin Road SE		Marietta	GA	30067
Pritchett, Ball & Wise, Inc.	Joe	Ball	1389 Peachtree St. Ste. 300		Atlanta	GA	30309
Bass, Sr., Hugh B.	Hugh	Bass, Sr.	531 Newnan Street		Carrollton	GA	30117
Beal, Brenda	Brenda	Beal	2394 Fairview Rd SE		Conyers	GA	30013
Beckham's Land Acquisitions, Inc.	Johnny	Beckham	2378 Jesse Cole Road		Manchester	GA	31816
Beckham's Land Acquisitions, Inc.	Johnny	Beckham	2378 Jesse Cole Road		Manchester	GA	31816
Bernes & Company	Gary	Bernes	4865 Olde Towne Parkway #200		Marietta	GA	30068
MH Biggers Appraisals	Michael	Biggers	429 Crosshaven Way		McDonough	GA	30253
Booker Real Estate Services, LLC	Harvey	Booker	515 E. Taylor Street, Suite B		Griffin	GA	30223
Boswell Group	James	Boswell	PO Box 1823		Athens	GA	30606
Island Real Estate Co	Brandon L	Boyce	PO Box 129		Midway	GA	31320
Island Real Estate Co	Donald L	Boyce	PO Box 129		Midway	GA	31320
Property Advisory Corp	Russell	Bradley	1351 Hampton Hall Drive		Atlanta	GA	30319
CHB Acquisition Services	Cheryl	Brewer	12 Success Way		Warrenton	GA	30319
Brightport Properties Inc	Gerald	Bright	808 Ponce DeLeon Terrace NE		Atlanta	GA	30306
Bryan Real Estate Services, Inc.	Paul	Bryan	406 Martindale Drive		Albany	GA	31721-8779
Real Estate Appraisals Inc	Gene	Brymer	4823 Gillionville Road		Albany	GA	31721
Burke, Tommie	Tommie	Burke	PO Box 1184		Athens	GA	30603
Burley, Keith	Keith	Burley	2208 Hanfred Lane, Ste 100		Tucker	GA	30084
Cantrell, Kenneth H.	Kenneth H.	Cantrell	1795 Peachtree Rd., Ste. 200B		Atlanta	GA	30309
Carr, Dennis H.	Dennis H.	Carr	1795 Peachtree Street, N.E., Ste 200B		Atlanta	GA	30309
Causey, Chris	Chris	Causey	107 Spring Valley Court		Macon	GA	31210-1589
Childers & Associates	David	Childers	321 Fourteenth Street		Atlanta	GA	30318
Childers Associates	Richard	Childers	321 Fourteenth Street		Atlanta	GA	30318
Cole, Danel E.	Danel E.	Cole	P.O. Box 7340		Chestnut Mountain	GA	30502
Conner, Donald M.	Donald M.	Conner	105 Roe Hampton Lane		Stone Mountain	GA	30087

Real Estate Services for Property Appraisal, Acquisition and Owner/Tenant
Relocation for Hyde Park Regional Stormwater Management Improvements Project
for Engineering Department

Bid Due: Tuesday, August 7, 2012 @ 11:00 a.m.

Company Name	First Name	Last Name	Address Line 1	Add 2	City	State	ZIP Code
Cottle, Frankie	Frankie	Cottle	250 Cottle Road		Ty Ty	GA	31795-3210
Crawford Omni Group Inc	John D	Crawford	570 Mountainbrooke Circle		Stone Mountain	GA	30087
Riverridge Valuations Inc	Steven	Crawford	135 Brassy Court		Alpharetta	GA	30022
Crumley & Assoc Inc	Gregory	Crumley	PO Box 1746		Tifton	GA	31773
Crutchfield Land Acquisitions, Inc	Ray	Crutchfield	86 Wildwood Drive		Thomaston	GA	30256
Crutchfield Land Acquisitions, Inc	Ray	Crutchfield	86 Wildwood Drive		Thomaston	GA	30286
FMV Inc	David O	Davis	P.O. Box 984		Jesup	GA	31598
Tom L. Davis & Assoc	Tom	Davis	P.O. Box 211107		Augusta	GA	30917
DeLoach Consulting Inc.	Willie	DeLoach	1480 Shelton I. DeLoach Road		Glennville	GA	30427
Real Estate Analyst Inc	Daniel	Diaz	P.O. Box 261		Tucker	GA	30085
International Appraisal & Research Group Inc	Julian	Diaz, Jr.	111 Brookins Street		Sanderville	GA	31082
MAAI	Emory	Dixon	2211 Beaver Ruin Road, Suite 190		Norcross	GA	30071
RE Appraisal Group Inc	Tammy	Dukes	4702 Deer Creek Court		Flowerly Branch	GA	30542-3502
J.S. Edwards & Assoc	James Shelby	Edwards	2485 Brookhurst Drive		Dunwoody	GA	30338
The Eidson Company, LLC	Gregory	Eidson	345 E Thach Avenue		Auburn	AL	36830
R E Acquisition Consultants, Inc	Richard	Ford	82 Tallapoosa Street		Temple	GA	30179
Foster, Ronald S.	Ronald S.	Foster	53 East Crogan Street		Lawrenceville	GA	30045
Fraysier, R. Lee	Lee R.	Fraysier	3075 Cypress Cove		Ball Ground	GA	30007
Galt, John S.	John S.	Galt	3655 Blakeford Way		Marietta	GA	30062
Gardner Land Acquisitions	Geoffrey	Gardner	Two Morning Marsh Road		Savannah	GA	31411
MAAI	Ben	Garland	2211 Beaver Ruin Road; Ste 190		Norcross	GA	30071
Gissy, Thomas	Thomas	Gissy	P.O.Box 7408		Marietta	GA	30065
Gnuse Enterprises LLC	Debbie	Gnuse	6404 Lively Road		Cummings	GA	30040
MKGottschalk, LLC	Matt	Gottschalk	2350 Prince Ave, Ste. 19		Athens	GA	30606
Gottschalk & Associates	William	Gottschalk	4228 First Ave., Ste. 15		Tucker	GA	30084
Gray, Michael	Michael R	Gray	1610 Saint John Avenue		Marietta	GA	30067
Greene Real Estate	McRae Wilmo	Greene	P.O. Box 811, 736 Green Street		Gainesville	GA	30503
Guthas, Arthur	Arthur	Guthas	340 Rose Conley Road		Carnesville	GA	30521
Halstead, Milton	Milton A.	Halstead,	PO Box 1251 402 N. Park Avenue		Tifton	GA	31764
G. Randall Hammond & Company	Craig	Hammond	7000 Peachtree Dunwoody Road	Building 4 Suite 2	Atlanta	GA	30328-1655

Real Estate Services for Property Appraisal, Acquisition and Owner/Tenant
Relocation for Hyde Park Regional Stormwater Management Improvements Project
for Engineering Department

Bid Due: Tuesday, August 7, 2012 @ 11:00 a.m.

Company Name	First Name	Last Name	Address Line 1	Add 2	City	State	ZIP Code
G. Randall Hammond & Company	Gary	Hammond	7000 Peachtree Dunwoody Road	Building 4 Suite	Atlanta	GA	30328-1655
Hicks, Hugh	Hugh B.	Hicks	2723 Cottonwood Drive		Marietta	GA	30066
Holmes, Christina	Christina	Holmes	1615 W 40th		Chattanooga	TN	37409
Hufbult Properties, Inc	Bill	Huff, Jr	PO Box 420752		Sandy Springs	GA	30077
CDH Valuation Services	Chris	Huie	487 Twinwood Street		Thomaston	GA	30466
Hulsey, Marion	Marion	Hulsey	108 North College Street		Statesboro	GA	30458
Dianna Hunt & Associates, Inc.	Diane	Hunt	1096 Mt. Bethel Road		McDonough	GA	30252
Hunter, James	James	Hunter	2518 Camata Way		Marietta	GA	30066
Key, Perry	Perry S.	Key	P.O. Box 208		Tifton	GA	31793
Springdale Drive Associates, Inc	Glen	Kirkland	2405 Springdale Drive		Snellville	GA	30078
G. Randall Hammond & Company	Raymond	Koepsell	7000 Peachtree Dunwoody Road	Building 4 Suite	Atlanta	GA	30328-1655
Kunes Real Estate & Appraisals, Inc	Nelson	Kunes	234 2nd Street		Tifton	GA	31794
Laughlin, James	James R.	Laughlin	512 Riverside Parkway, Suite 607		Rome	GA	30161
Wilbur Smith Associates, Inc.	Freddie	Law	2835 Brandywine Rd, Suite 400		Atlanta	GA	30341
Lanier North Appraisal Services	Bobby	Lawson	10 Cherrywood Drive		Gainesville	GA	30504
Lawson, Jeff	Jeff A.	Lawson	112 Academy Street, Suite 100		Gainesville	GA	30501
Lawton, Dennis	Dennis	Lawton	3041 Alta Ridge Way		Snellville	GA	30078
Leggett, Neil	Neil S.	Leggett	4825 Arbor Hill Place		Cummings	GA	30078
Leming, Virginia	Virginia	Leming	31 Berkeley Place		Cartersville	GA	30121
Lewis, Gerald	Gerald L.	Lewis	2957 Ware Street		Blackshear	GA	31516
Lewis, Jack	Jack I.	Lewis	5460 Oakwood Drive		Stone Mountain	GA	30087
Lewis, Ronnie	Ronnie	Lewis	2030 Ash Branch Church Road		Pembroke	GA	31321
Malcolm, Gregory	Gregory N.	Malcolm	1243 Kylemore Lane		Snellville	GA	30078
Mallard, Charles	Charles W	Mallard	208 W Lee Street		Brooklet	GA	30415
Manley Acquisitions Services, LLC	Steve	Manley	200 Meadowvista Drive		Griffin	GA	30224
Manning Appraisal	Henry	Manning, III	26 Powder Springs Street SE		Marietta	GA	30064
Manning Appraisal	Henry	Manning, Jr	26 Powder Springs Street SE		Marietta	GA	30064
Maxwell Appraisal Group	Vaughn	Maxwell	753 Broad Suite 502		Augusta	GA	30901
ARCG Inc	Terry	McCollister	P.O. Box 725444		Atlanta	GA	31139
White Hawk Properties, Inc	Mickie	McJunkin	5312 Rushing Creek Way		Flowery Branch	GA	30542

Real Estate Services for Property Appraisal, Acquisition and Owner/Tenant
Relocation for Hyde Park Regional Stormwater Management Improvements Project
for Engineering Department

Bid Due: Tuesday, August 7, 2012 @ 11:00 a.m.

Company Name	First Name	Last Name	Address Line 1	Add 2	City	State	ZIP Code
McMath, William	William B.	McMath	P.O.Box 1094		Albany	GA	31702
Gerald Milligan & Assoc LLC	Gerald	Milligan	1409 Turner Church Road		McDonough	GA	30252
Minnich, Fred	Fred C.	Minnich	3860 Adams Road		Cummings	GA	30041
Jack I Minor Realty Co Inc	Jack I	Minor	429 Telfair Street		Augusta	GA	30601
Childers Associates	John	Murray	321 14th Street		Atlanta	GA	30318-5305
Norris Appraisal Group	Rick	Norris	617 West Bon Acre		Cataula	GA	31804
Southern Acquisitions, LLC	Darrell	Osborne	1806 Emmett Drive		Tifton	GA	31794
Parks, Richard	Richard A.	Parks	1424 Cedar Drive		Madison	GA	30650
Southeast RE Consulting	Bruce	Parsons	4850 Sugarloaf Parkway Suite 209-999		Lawrenceville	GA	30044-2868
Paul, Syrah	Syrah	Paul	2055C Scenic Hwy #197		Snellville	GA	30078
A. Platt Company	Anita	Payne	P. O. Box 831286		Stone Mountain	GA	30083
RE Appraisals Inc	Joseph R.	Pecenka	PO Box 1422		Richmond Hill	GA	31324
Penn,, Bruce	Bruce R.	Penn	5165 Lavista Road		Atlanta	GA	30084
Pritchett, Ball & Wise, Inc.	George	Petkovich	1389 Peachtree St. Ste. 300		Atlanta	GA	30309
Phillips, Russell	Russell L.	Phillips	P.O. Box 531		Buford	GA	30515
T. Phillips, Inc.	Tommy	Phillips	13875 Belletre Drive		Alpharetta	GA	30004
WP Consulting, Inc	Cheryl Worth	Pickett	2129 Briarlake Trace		Atlanta	GA	30345
Piefke, Steven	Steven L.	Piefke	605 Rosedown Way		Lawrenceville	GA	30046
Pinner, John	John F.	Pinner	1795 Peachtree Street, N.E., Ste 200B		Atlanta	GA	30309
W Lamar Pinson Inc	W Lamar	Pinson	201A Stonewall Street		Cartersville	GA	30120
The Appraisal Group	Thomas	Plunkett	1770 Exchange St, Suite 200		Atlanta	GA	30339
General Commercial LLC	Robert	Portwood	241 Mistybrook Circle Suite 200		Stone Mountain	GA	30087
Paxtu Inc	Joe	Pugh	5271 Deer Meadow Court		Loveland	CO	80537
WLR & Assoc, Inc	Walter Leroy	Rabern	1171 Grayson Parkway		Grayson	GA	30017
Atlanta Valuation Group	Carlton	Reece	3700 Winfield Court		Atlanta	GA	30331
Rigdon, Hall	Hall	Rigdon	231 Washington Avenue		Marietta	GA	30060
Robinson, Gene	Gene W.	Robinson	P.O. Box 206		Murrayville	GA	30564
Robinson, Jeffrey	Jeffrey C.	Robinson	3660 Wayne Poultry Road		Pendergrass	GA	30567
Alex Rubin & Co	Alex	Rubin	6185 Crooked Creek Rd. Ste. 200		Norcross	GA	30092
Kilpatrick & Sconyers Agency, Inc	Julian	Sconyers, Jr	PO Box 307		Swainsboro	GA	30401

Real Estate Services for Property Appraisal, Acquisition and Owner/Tenant
Relocation for Hyde Park Regional Stormwater Management Improvements Project
for Engineering Department

Bid Due: Tuesday, August 7, 2012 @ 11:00 a.m.

Company Name	First Name	Last Name	Address Line 1	Add 2	City	State	ZIP Code
The Stripling Shaw Stripling Group	Charles Wayne	Shaw	6185 Crooked Creek Road Ste C		Norcross	GA	30092
Pritchett, Ball & Wise, Inc.	Andy	Sheppard	1389 Peachtree St. Ste. 300		Atlanta	GA	30309
MAAI	John	Simshauser	2211 Beaver Ruin Road, Suite 190		Norcross	GA	30071
Singleton, Jr., Larry	Larry G.	Singleton, Jr	1506 Brookridge Drive		Woodstock	GA	30079
Smith RE	Pamela	Smith	120 Hammond Drive		Atlanta	GA	30054
J & T Smith, Inc	Timothy	Smith	3535 Woodbury Court		Cummings	GA	30041
Strickland Appraisal Services	H. Allen	Strickland, Jr	753 Broad Suite 502		Augusta	GA	30901
Stripling, Todd	Todd	Stripling	6165 Crooked Creek Rd., Ste. 200 C		Norcross	GA	30092
Stripling, William	William S.	Stripling	6165 Crooked Creek Rd., Ste. 200 C		Norcross	GA	30092
Stroup Valuations Inc	Gary	Stoup	2070 Ingleside Avenue		Macon	GA	31204
RLS Acquisitions LLC	Ronny	Stubbs	507 Hill Street		Thomaston	GA	30286
Sutton, Alan	Alan	Sutton	2311 N. Toombs Street		Valdosta	GA	31602
Tansill, Ronald	Ronald F.	Tansill	430 High Brook Drive		Atlanta	GA	30342
Terrell, Hundley & Carroll Right of Way Servi	Tommy	Terrell	777 Petty Road, Suite 201		Lawrenceville	GA	30043
Boswell Group Inc	David	Titshaw	788 Prince Avenue		Athens	GA	30606-5902
Urban Realty Advisors	Michael G.	Turbyfill	2439 Bethel Road		Sugar Grove	GA	28679
Turrisi Appraisal Services	James	Turrisi	131 Smoky Hollow Drive		Thomaston	GA	30286
Wages, Alyson	Alyson	Wages	1760 Millside Terrace		Dacula	GA	30019-3
Walker, Joseph	Joseph L.	Walker	1085 Berkshire Road NE		Atlanta	GA	30306
Warren, John	John L.	Warren	175 Youngs Circle		Fayetteville	GA	30215
Weeks, Brian	Brian	Weeks	4865 Cheltenham Place		Cummings	GA	30041
West, Jon	Jon C.	West	P.O. Box 1613		Toccoa	GA	30577
White, Danny	Danny	White	2764 Rangewood Drive		Atlanta	GA	30345
Tal Wilcher Co. LLC	Tal	Wilcher, Jr.	2975 McManus Rd, South		Macon	GA	31220
WR & Associates	Rodney	Williams	5082 Forsyth Road, Ste. F		Macon	GA	31220
LAD Realty	Donald	Willis	225 Creek View Trail		Fayetteville	GA	30214
Coastal Realty Consultants LLC	Timothy	Wilson	315 Commercial Drive, Suite B7		Savannah	GA	31406
Yarbrough, Caesar	Caesar A.	Yarbrough	852 Hight Street		Macon	GA	31201
MAAI	Michael	Yee	2211 Beaver Ruin Road, Suite 190		Norcross	GA	30071
Engineering Department	Hameed	Malik					

Bid Item #12-173

Real Estate Services for Property Appraisal, Acquisition and Owner/Tenant
Relocation for Hyde Park Regional Stormwater Management Improvements Project
for Engineering Department

Bid Due: Tuesday, August 7, 2012 @ 11:00 a.m.

Company Name	First Name	Last Name	Address Line 1	Add 2	City	State	ZIP Code
Engineering Department	Abie	Ladson					
LSB 3rd Floor	Yvonne	Gentry					
Letters Mailed 6/28/12							
Bid Item #12-173 R/E Services for Property Appraisal, Acquisition & Owner/Tenant Relocation for Hyde Park Regional Stormwater Management Imp Project for Engineering Department Bid Due: Tue 8/7/12 @ 11:00 a.m.							

Bid Item #12-173**Real Estate Services for Property Appraisal, Acquisition and Owner/Tenant Relocation for Hyde Park****For City of Augusta - Engineering Department****Bid Opening: Friday, August 10, 2012 @ 11:00 a.m.**

Vendors		Moreland Altobelli 2211 Beaver Ruin Road Norcross, GA 30071		Smith Real Estate Services 120 Hammond Drive Sandy Springs, GA 30328		APD 1109 12th Street Augusta, GA 30901		Terrell, Hundley & Carroll 777 Petty Road, Suite 201 Lawrenceville, GA 30043			
Attachment B		Yes		Yes		Yes		Yes			
E-Verify Number		53328		154446		457018		55545			
Addendum 1-2		Yes		Yes		Yes		Yes			
Street Name	# of Units	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost		
Walnut Street	8	\$8,200.00	\$65,600.00	\$4,195.00	\$33,560.00	Vendor Deemed Non-Compliant		\$5,850.00	\$46,800.00		
Willow Street	11	\$8,200.00	\$90,200.00	\$4,195.00	\$46,145.00			\$5,850.00	\$64,350.00		
Golden Rod Street	16	\$8,200.00	\$131,200.00	\$4,195.00	\$67,120.00			\$5,850.00	\$93,600.00		
Dan Bowles Road	3	\$8,200.00	\$24,600.00	\$4,195.00	\$12,585.00			\$5,850.00	\$17,550.00		
Leona Street	23	\$8,200.00	\$186,600.00	\$4,195.00	\$96,485.00			\$5,850.00	\$134,550.00		
Florida Street	12	\$8,200.00	\$98,400.00	\$4,195.00	\$50,340.00			\$5,850.00	\$70,200.00		
Aragon Drive	3	\$8,200.00	\$24,600.00	\$4,195.00	\$12,585.00			\$5,850.00	\$17,550.00		
Carolina Drive	3	\$8,200.00	\$24,600.00	\$4,195.00	\$12,585.00			\$5,850.00	\$17,550.00		
Horton Drive	6	\$8,200.00	\$49,200.00	\$4,195.00	\$25,170.00			\$5,850.00	\$35,100.00		
Gordon Highway	1	\$8,200.00	\$8,200.00	\$4,195.00	\$4,195.00			\$5,850.00	\$5,850.00		
Sub-Total		\$703,200.00		\$360,770.00						\$503,100.00	
Any Additional Parcel	1	\$8,200.00	\$8,200.00	\$4,195.00	\$4,195.00					\$5,850.00	\$5,850.00
Preliminary Title Cert.	86							\$300.00	\$25,800.00		
Total - to include Title Cert.								\$528,900.00			
Rental Occupied Real Estate											
Street Name	# of Units	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost		
Various Streets	28	\$8,300.00	\$232,400.00	\$7,200.00	\$201,600.00			\$5,850.00	\$163,800.00		
Preliminary Title Cert.	28							\$300.00	\$8,400.00		
Sub-Total		\$232,400.00		\$201,600.00				\$172,200.00			
Total		\$935,600.00		\$562,370.00				\$701,100.00			
Any Additional Parcel	1	\$8,300.00	\$8,300.00	\$7,200.00	\$7,200.00						
The following vendors did not respond: TELICS / 2 Newkirk Way / Travelers Rest, SC 29690 Singleton, LLC / 1506 Brookridge Drive / Woodstock, GA 30189 THC, Inc / 1755 North Brown Rd. / Lawrenceville, GA 30043 CHB Acquisition Services / 12 Success Way / Warrenton, GA 30828											
								Item # 8			



Engineering Services Committee Meeting
9/10/2012 1:00 PM
Marvin Griffin Rd Distribution Facility Relocation Agreement

Department: Engineering-Abie L. Ladson, P.E., CPESC, Director

Caption: Approve entering into an agreement with Georgia Power, stating that Augusta, Georgia will pay for the Distribution Facility Relocation Costs on the Marvin Griffin Road Project in accordance with the estimate totaling \$355,116.00, Change Number Five, CPB# 323-041110-296823603. Also, approve the two Utility Relocation Agreements for distribution facilities to be executed by the Augusta, Georgia Legal Counsel and the Mayor, and approve payment upon completion of the work as requested by Augusta Engineering Department.

Background: On October 16, 2001, the Augusta Commission approved \$3,467,000.00 to be funded from Sales Tax for the Marvin Griffin Road Project. The project will widen the road to four lanes including turn lanes where needed.

Analysis: The Marvin Griffin Road Project will require that Georgia Power Company relocate some distribution facilities and we would be required to enter into an agreement that we will pay the estimated amount of \$355,116.00. This is a cost that is required to be paid by Augusta, Georgia because of our project.

Financial Impact: Georgia Power has advised the cost is \$355,116.00. Funding is available in the project contingency account to be transferred to the project utility account 323-041110-54.14510/296823603-54.14510.

Alternatives: 1) Approve entering into an agreement with Georgia Power, stating that Augusta, Georgia will pay for the Distribution Facility Relocation Costs on the Marvin Griffin Road Project in accordance with the estimate totaling \$355,116.00, Change Number Five, CPB# 323-041110-296823603. Also, approve the two Utility Relocation Agreements for distribution facilities to be executed by the Augusta, Georgia Legal Counsel and the Mayor, and approve payment upon completion of the work as requested by Augusta Engineering Department. 2) Do not approve and eliminate the necessity of moving distribution facilities and stall or

Cover Memo
Item # 9

eliminate the project.

Recommendation: Approve Alternative Number One

**Funds are Available
in the Following
Accounts:** 323-041110-54.14510/296823603-54.14510

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

UTILITY RELOCATION AGREEMENT
Augusta Georgia
"Marvin Griffin Road Improvements"
DISTRIBUTION FACILITY RELOCATION

This AGREEMENT, made and entered into as of the _____ day of _____, 20____, by and between Augusta, State of Georgia (hereinafter referred to as the "Augusta, Georgia"), and GEORGIA POWER COMPANY (hereinafter referred to as the "Company"). This Agreement may refer to either Augusta Georgia or Company, or both, as a "Party" or "Parties."

WITNESSETH:

WHEREAS, Augusta Georgia proposes under the above written Project to construct the "Marvin Griffin Road Improvements" (hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of this Project, it will become necessary for the Company to remove, relocate, or make certain adjustments to the Company's existing facilities (facilities includes electrical and communications facilities and is referred to herein collectively as the "Facilities" or the "Facility"), in accordance with the estimate of ONE MILLION, ONE HUNDRED AND THREE THOUSAND, THREE HUNDRED THIRTY FOUR Dollars (\$1,103,334.00) (the "Estimate"), a copy of which estimate is attached hereto, and incorporated into this Agreement as Exhibit "A". The Estimate is limited: (a) to the costs of removing, relocating or adjusting those Facilities, which are physically in place and in conflict with the proposed construction and/or maintenance, (b) where replacement is necessary, to the costs of replacement in kind and such cost excludes the proportion of the costs representing improvement or betterment in a Facility, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, and (c) to the costs incurred in acquiring additional easements or private rights of way, including, without limitation, easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities. The proportion of the costs representing improvement or betterment in a Facility while excluded from the Estimate, except to the extent that such improvement or betterment is made necessary by the construction and/or maintenance, shall be shown on the Estimate; and

WHEREAS, the Company has presented evidence to Augusta Georgia that it contends supports its claim that it acquired property interests and utilized such property interests for the placement of its Facilities prior in time to acquisition of the road right of way(s), all as involved in said Project; and

WHEREAS, Augusta Georgia agrees to bear THIRTY TWO AND NINETEEN HUNDREDTHS percent (32.19%) of the actual costs of said relocation expenses, which is estimated to be THREE HUNDRED FIFTY FIVE THOUSAND, ONE HUNDRED SIXTEEN Dollars (\$355,116.00), subject to Augusta Georgia's reasonable approval (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights, which may include any documents or information demonstrating the location of the Facilities in relationship to those property interests, the relationship of those property interests to current and previous road right-of-way, and any other information or documents reasonably required by Augusta Georgia to verify the Company's claim, and subject to further Augusta Georgia's reasonable approval (not to be unreasonably withheld) should actual expenses exceed the Estimate; and

WHEREAS, Augusta Georgia will use its best efforts to make a determination regarding the Company's claim for prior rights prior to the Company being required to commence the removal, relocation, or adjustment of its Facilities, and shall provide its determination in writing along with the written support for any such determination. If Augusta Georgia determines that the Company's presented information is insufficient to make a determination, Augusta Georgia will provide the Company the basis for such insufficiency, and request that the Company provide additional information. If a determination, however, cannot be made prior to the time the Company's Facilities need to be removed, relocated, or adjusted in order for the Project not to be delayed (provided that Augusta Georgia certifies in writing to the Company that such Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines), the Company will remove, relocate, or adjust its Facilities without a determination having been made and neither Party's rights, claims, or defenses with

Item # 9

regard to the issue of property interests, compensable interest or prior rights will be waived or affected in any manner. In such instance, Augusta Georgia will make such determination regarding the Company's claim for prior rights no later than six (6) months from the date of Augusta Georgia's receipt of information sufficient for Augusta Georgia to make a determination (which determination shall be in writing accompanied by written support) or otherwise the Company's claim for prior rights will be deemed approved by Augusta Georgia.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the Parties, it is agreed:

Section 1. The Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during this Agreement), and working in accordance with the terms of its agreements with such employees, will make such changes in its Facilities as previously agreed upon with Augusta Georgia. The Company may elect to contract any portion of the work contemplated.

Section 2. Prior to the Company commencing any of its removal, relocation or adjustment work, including obtaining any easements, Augusta Georgia will provide written assurances (including information on the property rights acquired) to Company that it has acquired the necessary new road right-of-way.

Section 3. Upon the completion by the Company of the work contemplated herein, Augusta Georgia will pay the Company a sum equal to the lesser of THIRTY TWO AND NINETEEN HUNDREDTHS percent (32.19%) of: (a) the Company's actual cost of the total Project relocation expenses or (b) the Estimate, subject to the reasonable acceptance by Augusta Georgia (not to be unreasonably withheld) of the evidence presented by the Company supporting its claim for prior rights. Pursuant to the Franchise Agreement (as defined below), in particular its Sections 4 and 8, the Company will exercise its rights to have Augusta Georgia pay the Company its relocation costs associated with this Project.

Section 4. Augusta Georgia will neither be bound to pay any costs related to the Facilities' removal, relocation, or adjustment which are in excess of the reimbursable portion of the Estimate, nor for any items of relocation work not provided for in said Estimate, except as shall be specifically approved in writing by Augusta Georgia. In the event there is a change in the Project, including, without limitation, a change in scope, design, plans, service, property interests to be acquired or engineering, due to events or circumstances beyond Company's reasonable control, Company will notify Augusta Georgia of such change and the Parties will negotiate in good faith a mutually agreeable agreement or amendment to this Agreement to address such change.

Section 5. The recitals set forth in the Whereas clauses of this Agreement are a material part of this Agreement and binding upon the Parties hereto.

Section 6. The Company shall make a reasonable effort to provide signing and other traffic control measures during construction as contemplated under this Agreement in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of Augusta Georgia.

Section 7. The covenants herein contained, including the covenants contained in the "Whereas" clauses hereto, shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

Section 8. It is mutually agreed between the Parties hereto that this Agreement shall be deemed to have been executed in Georgia.

Section 9.

- 9.1 The Parties agree they will in good faith share information with each other related to the issue of prior rights. Should the Company disagree with Augusta Georgia's determination with regard to the Company's claim for prior rights and if the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 9.2 below.
- 9.2 Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim, each of the Parties will appoint a designated representative who

has authority to settle the dispute (or who has authority to recommend to the governing body a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If the Parties are unable to resolve issues related to the dispute within thirty (30) days after the Parties' appointment of designated representatives or Augusta Georgia's City Council fails to approve any tentative agreement reached, the Parties agree to participate in non-binding mediation pursuant to Section 9.3 below. It being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 9.

- 9.3 If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 9.2, the Parties agree to participate in non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location, with each Party being responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to such mediator. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not so resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. (Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief).

Section 10.

- 10.1 If the Company chooses to submit progress payments, Augusta Georgia will pay them within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by Augusta Georgia. Upon completion of the work, the Company shall submit a final bill to Augusta Georgia and Augusta Georgia shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification of the final bill by Augusta Georgia.
- 10.2 For purposes of this Section 10.1, "Verification" means that Augusta Georgia has reasonably determined that there is a material discrepancy between the Company's invoiced charges and Augusta Georgia's calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, Augusta Georgia agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should Augusta Georgia fail to provide such documentation within the specified time period, Augusta Georgia must pay the disputed amount. Augusta Georgia must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. Augusta Georgia must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of the Company.
- 10.3 At any time within thirty-six (36) months after the date of the final payment, Augusta Georgia, at its sole expense, may audit the cost records, support documentation, and accounts of the Company pertaining to this Project to solely assess the accuracy of the invoices submitted by the Company and notify the Company of any amount of any unallowable expenditure made in the final payment of this Agreement, or, if no unallowable expenditure is found, notify the Company of that fact in writing. Any such audit will be conducted by representatives of Augusta Georgia or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to the Company and during regular business hours at the offices of the Company in a manner that does not unreasonably interfere with the Company's business activities and subject to the Company's reasonable security requirements. As a prerequisite to conducting such audit, Augusta Georgia or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign the Company's Nondisclosure Agreement. The Company may redact from its records provided to Augusta Georgia information that is confidential and irrelevant to the purposes of the audit. The Company will reasonably cooperate in any such audit, providing access to the Company records that are reasonably necessary to enable Augusta Georgia to test the accuracy of the invoices to which the audit pertains, provided that Augusta Georgia or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If the Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from Augusta Georgia (based on the mutually agreed upon audit results), Augusta Georgia may set off the amount of such bill against the amounts owed the Company on any then-current contract between the Company and Augusta Georgia. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the

audit through informal negotiation, the provisions of Sections 9.2 and 9.3 will govern the resolution of the dispute. Augusta Georgia may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 11. Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties and there are no oral or written representations, understandings or agreements between the Parties respecting the subject matter hereof which are not fully expressed herein. This Agreement *neither* will supersede *nor* is in conflict with that certain Ordinance Granting Franchise (the "Franchise Agreement"). This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument has been and is executed on behalf of AUGUSTA GEORGIA, being duly authorized to do so by their authorized representatives. The parties to those present have executed this Contract in two (2) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

AUGUSTA GEORGIA

BY: _____ (SEAL)
MAYOR

Signed, sealed and delivered this day
of _____, 20__, in the presence of

NOTARY PUBLIC

ATTEST:

MUNICIPAL CLERK

APPROVED AS TO FORM:

Augusta Georgia Attorney

FEIN _____

GEORGIA POWER COMPANY

By: _____ (SEAL)
JEFF GOOLSBY

Title: District Resource Manager

Date: _____

ATTEST:

By: _____

Title: _____ (SEAL)

Witness: _____

Notary: _____ (SEAL)

Give proper title of each person executing Agreement. Attach seal as required.

Project Number: L2588

Job Estimating & Tracking System - JETS

Georgia Power Company

Date: 03-May-2012 03:02:52 PM

FACE SHEET REPORT

Distribution Work Order

Type Construction: OH/UG

Headquarters	: CENTRALIZED DISTR. SVCS	W.O. Number	: GP892H00110
Customer	: RICHMOND COUTY DOT	P.E.	: 7030 01 WR# :
Address	: PI#L2588 - MARVIN GRIFFIN ROAD IMPROVEMENT	Job Reference	: 1669409
Town	: AUGUSTA	Job Type	: H-HIGHWAY RELOCATIONS OH / UD
Rep Allow	: Yes	Blanket	: No
Home Phone	:	Substation	:
Map Number	:	Circuit	:
Type Customer	: DOT PROJECTS OH/UD REIMBURSIBLE & NONREIMB	Charge Account	:
Estimate Name	: TOTAL REIMB	Credit Account	:
Engineer	: GRIFFIN, KRISTI B.	Date Last Est	: 02-MAY-2012
Committed Service Date	:	CSS Bill Acct#	:

Job Description : Relocations for road widening/improvements.; ; Changed engineer from Al Danner to Kristi Griffin. 7/13/11 rdl; ;

Driving Directions :

Permits/Notification(s) :

Total Estimated External Charges Included Below:

		\$0		
Billing:	Fixed	Joint Use	Out Of Ratio	Customer Contribution
	\$0	\$0	\$0	\$0

MANHOURS:	Onsite	Travel	Headquarters	Total
Company	978.57	146.87	49.18	1,174.62
Contractor	722.39	107.19	35.74	865.32
			Total Estimated:	2,039.94

Labor Multiplier : 1.25 **Comment :** COUNTY DOT PROJECT
Travel : 0.00 **HQ :** 0.00 **EOH Labor :** 0.00 **EOH Matl :** 0.00

Cost Summary	Plant	Transformers	Meters	Maint	Removal	Total
Company Labor	\$29,427	\$0	\$0	\$4,143	\$21,660	\$55,230
Contract Labor	\$36,648	\$0	\$0	\$1,831	\$1,131	\$39,610
Company Material	\$112,131	\$0	\$0	\$702	\$0	\$112,833
Contractor Material	\$0	\$0	\$0	\$0	\$0	\$0
Company Equipment	\$15,891	\$0	\$0	\$2,237	\$11,697	\$29,825
Contractor Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Engr Supv OH	\$102,871				\$18,279	\$121,150
Subtotal	\$296,968	\$0	\$0	\$8,913	\$52,767	\$358,648
Blanket						\$0
Salvage	\$3,532	\$0	\$0	\$0	\$0	\$3,532
Total	\$293,436	\$0	\$0	\$8,913	\$52,767	\$355,116

Total WO Bill : \$0

Total Net Cost : \$355,116

Rate :	Revenue : \$0	Total Ratio : 0.00	ROE : 0.00
	Loc Cost : \$0	Local Ratio : 0.00	Net Present Val : 0

TVM Amount : \$0	CPS Amount : \$0	Sales Tax : \$0	Profit : \$0
-------------------------	-------------------------	------------------------	---------------------

Total Bill Amount : \$0

Approvals	Date	Completed By	Date
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Auth : COX, HAROLD E **11-JAN-2010**

Item # 9

Close :

Work Location Summary Report

ALL LOCATIONS

Date : 03-May-2012 03:03 PM

Job Ref # : 1669409

Applicant Name : RICHMOND COUNTY DOT

Estimate Name : TOTAL REIMB

Work Order # : GP892H00110

Job Address : PI#L2588 - MARVIN GRIFFIN ROAD
IMPROVEMENT

Estimate Description : ESTIMATE FOR TOTAL REIMBURSABLE COSTS - ESTIMATE EXCLUDES LOCATIONS WHERE R/W DOCUMENTATION WAS PROVIDED BY THE CITY.

Work Function	Special Processing	Local Cost	Unit Identification	Qty	Description	Contractor Name
*** Work Location : 1:00						
INSTALL	EXCLUDE STAT		TN36HDT	10	TRENCHING 36 IN. DEEP HAND, DIG - 30" COVER	
INSTALL	NONE		DSALBU3	1	DISC SW ASSY 3-100 A LB CO, ARR & 3PHT BKT FOR 3PH POTHEAD INSTALLATION	
INSTALL	NONE		G11HG	2	GUY ANCH HELIX 11M W/ GUARD & 1 F'GLASS STRAIN INSUL	
INSTALL	NONE		P31/0AXNC	40	PRI UD CABLE-3 PH 1/0 AXN	
INSTALL	NONE		PL503G	1	POLE WOOD CCA 50 FT CLASS 3 W/ GROUND	
INSTALL	NONE		PLCUT	1	TOP ANY SIZE POLE TO MAKE SHORTER POLE	
INSTALL	NONE		PNT3F	1	PRI&NEU TANG 3 PH W/ PTP 2 PH F'GLASS BKT-50. ELE. STANDARD (B-9445)	
INSTALL	NONE		PRS31/0CS	1	PRI RISER & COLD SHRINK TERM WITHOUT CABLE - 3 PHASE	
INSTALL	NONE		PS1/0AXNHSC	3	PRI SPLICE 1/0AXN W/HEAT SHRINK COVER (NON ZIP)	
INSTALL	NONE		SETUP	2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
REMOVE	NONE		DSALBU3	1	DISC SW ASSY 3-100 A LB CO, ARR & 3PHT BKT FOR 3PH POTHEAD INSTALLATION	
REMOVE	NONE		G11HG	1	GUY ANCH HELIX 11M W/ GUARD	
REMOVE	NONE		P31/0AXNC	30	PRI UD CABLE-3 PH 1/0 AXN	
REMOVE	NONE		PNTUB3CTS	1	P&N TAN UND. BLD 3 PH W/ 2 POST BKT AND 1 POST BKT W/CLAMP TOP INS	
REMOVE	NONE		PRS31/0CS	1	PRI RISER & COLD SHRINK TERM WITHOUT CABLE - 3 PHASE	
*** Work Location : 2:00						
				Inst:Op Volt:Num: 13	Rmv:Op Volt:Num: 13	
				Inst:Dsgn Volt:Num: 25	Rmv:Dsgn Volt:Num: 25	
				Energized: Y	Rock/Swamp: N	
				Inaccessible: N	Est:Co ManHour: 0.00	Est:Cont ManHour: 0.00
*** Work Location : 3:00						
				Inst:Op Volt:Num: 13	Rmv:Op Volt:Num: 13	
				Inst:Dsgn Volt:Num: 25	Rmv:Dsgn Volt:Num: 25	
				Energized: Y	Rock/Swamp: N	
				Inaccessible: N	Est:Co ManHour: 0.00	Est:Cont ManHour: 0.00
*** Work Location : 3:10						
				Inst:Op Volt:Num: 13	Rmv:Op Volt:Num: 13	
				Inst:Dsgn Volt:Num: 25	Rmv:Dsgn Volt:Num: 25	
				Energized: Y	Rock/Swamp: N	
				Inaccessible: N	Est:Co ManHour: 0.00	Est:Cont ManHour: 0.00

0

*** Work Location : 3.20									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0.00	Est Cont ManHours : 0.00		
Energized : Y	Inaccessible : N								
*** Work Location : 4.00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0.00	Est Cont ManHours : 0.00		
Energized : Y	Inaccessible : N								
*** Work Location : 5.00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0.00	Est Cont ManHours : 0.00		
Energized : Y	Inaccessible : N								
*** Work Location : 6.00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0.00	Est Cont ManHours : 0.00		
Energized : Y	Inaccessible : N								
*** Work Location : 7.00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 1.38	Est Cont ManHours : 0.00		
Energized : Y	Inaccessible : N								
TRANSFER NONE SR34/0 1 SEC RISER (3) XFMR BANK 50KVA AND LARGER-WP CU # 4/0 75TR									
*** Work Location : 8.00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0.00	Est Cont ManHours : 0.00		
Energized : Y	Inaccessible : N								
*** Work Location : 9.00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0.00	Est Cont ManHours : 0.00		
Energized : Y	Inaccessible : N								
*** Work Location : 10.00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0.00	Est Cont ManHours : 0.00		
Energized : Y	Inaccessible : N								
*** Work Location : 12.00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0.00	Est Cont ManHours : 0.00		
Energized : Y	Inaccessible : N								

Item #

Item #

*** Work Location : 22:00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0:00	Est Cont ManHours : 0:00		
Energized : Y	Inaccessible : N								
*** Work Location : 23:00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0:00	Est Cont ManHours : 0:00		
Energized : Y	Inaccessible : N								
*** Work Location : 24:00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0:00	Est Cont ManHours : 0:00		
Energized : Y	Inaccessible : N								
*** Work Location : 25:00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0:00	Est Cont ManHours : 0:00		
Energized : Y	Inaccessible : N								
*** Work Location : 26:00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 41:61	Est Cont ManHours : 0:00		
Energized : Y	Inaccessible : N								
INSTALL	NONE	SPREADPHASES3NONTANGCONT	1	TEMP ARM TO SPREAD WIRE FOR RECOND - 3PH VERT & DEADEND - CONTRACTOR-NO ARMS					
REMOVE	NONE	G11HIG	2	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL					
REMOVE	NONE	PL355G	1	POLE WOOD CCA 35 FT CLASS 5 W' GROUND					
REMOVE	NONE	SPREADPHASES3NONTANGCONT	1	TEMP ARM TO SPREAD WIRE FOR RECOND - 3PH VERT & DEADEND - CONTRACTOR-NO ARMS					
*** Work Location : 27:00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0:00	Est Cont ManHours : 0:00		
Energized : Y	Inaccessible : N								
*** Work Location : 28:00									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 0:00	Est Cont ManHours : 0:00		
Energized : Y	Inaccessible : N								
*** Work Location : 28:10									
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Rock/Swamp : N	Est Co ManHour : 2:60	Est Cont ManHours : 0:00		
Energized : Y	Inaccessible : N								
REMOVE	NONE	S2TPAC	22	SEC WIRE TRIPLEX #2 ALUMINUM ALLOY					

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*** Work Location : 37.50		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Coi ManHours : 0:00	Est Cont ManHours : 0:00
Energized :	Y	Inaccessible :	N	Rock/Swamp :	N			
*** Work Location : 38.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Coi ManHours : 29:20	Est Cont ManHours : 0:00
Energized :	Y	Inaccessible :	N	Rock/Swamp :	N			
INSTALL	NONE	PLCUT		1	TOP ANY SIZE POLE TO MAKE SHORTER POLE			
INSTALL	NONE	SETUP		2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY			
REMOVE	NONE	G11HIG		2	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL			
REMOVE	NONE	PL405G		1	POLE WOOD CCA 40 FT CLASS 5 W' GROUND			
REMOVE	NONE	PN36364/0C		204	3P PRI-NEUTRAL (3-636ACSR&1-4/0ACSR)			
REMOVE	NONE	PNDV3L		1	PRI AND NEUTRAL DEAD-END VERTICAL 3PH 350-750AL			
REMOVE	NONE	PNTV3CTS		1	P8N TAN VERT 3 PH W/3 1 POST BKTS & CT			
*** Work Location : 39.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Coi ManHours : 35:50	Est Cont ManHours : 0:00
Energized :	Y	Inaccessible :	N	Rock/Swamp :	N			
INSTALL	NONE	PLCUT		1	TOP ANY SIZE POLE TO MAKE SHORTER POLE			
INSTALL	NONE	SETUP		2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY			
REMOVE	NONE	G11HIG		2	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL			
REMOVE	NONE	PD-3		1	PRI DEADEND 3 PH			
REMOVE	NONE	PL405G		1	POLE WOOD CCA 40 FT CLASS 5 W' GROUND			
REMOVE	NONE	PN36364/0C		204	3P PRI-NEUTRAL (3-636ACSR&1-4/0ACSR)			
REMOVE	NONE	PNDV3L		1	PRI AND NEUTRAL DEAD-END VERTICAL 3PH 350-750AL			
REMOVE	NONE	PNTV3CTS		1	P8N TAN VERT 3 PH W/3 1 POST BKTS & CT			
*** Work Location : 40.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Coi ManHours : 43:75	Est Cont ManHours : 0:00
Energized :	Y	Inaccessible :	N	Rock/Swamp :	N			
INSTALL	NONE	DSALBU3		1	DISC SW ASSY 3-100 A LB CO, ARR & 3PHT BKT FOR 3PH POTHEAD INSTALLATION			
INSTALL	NONE	P31/0AXNC		140	PRI UD CABLE-3 PH 1/0 AXN			
INSTALL	NONE	PRS31/0CS		1	PRI RISER & COLD SHRINK TERM WITHOUT CABLE - 3 PHASE			
INSTALL	NONE	PS1/0AXNHSC		3	PRI SPLICE 1/0AXN W/HEAT SHRINK COVER (NON ZIP)			
INSTALL	NONE	SETUP		2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY			
INSTALL	NONE	TN36BHT		100	TRENCHING 36 IN. DEEP W' BACKHOE - 30" COVER			
INSTALL	NONE	TNSPLICEPT		1	SPLICE PIT - NO SHORING - DIGGING & FILLING - INV EACH(3X3X4)			
INSTALL	NONE	TSWITCHING3PH		2	SWITCHING- LABOR TO ISOLATE 3 PH SPAN OF CABLE			

*** Work Location : 41-00					
Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmvd Dsgn Volt Num : 25	Rmvd Op Volt Num : 13	
Energized : Y	Inaccessible : N		Rock/Swap/Drop : N	Est Co ManHours : 39.84	Est Cont ManHours : 40.00
INSTALL	NONE	OHLFLAGTRAFF	4 OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG		
INSTALL	NONE	SETUP	2 SET UP TIME PER POLE - FOR LARGE JOBS ONLY		
INSTALL	NONE	TSWITCHING3PH	2 SWITCHING- LABOR TO ISOLATE 3 PH SPAN OF CABLE		
REMOVE	NONE	DSALBU3	1 DISC SW ASSY 3-100 A LB CO, ARR & 3PHT BKT FOR 3PH POTHEAD INSTALLATION		
REMOVE	NONE	P31/OAXNC	40 PRI UD CABLE-3 PH 1/0 AXN		
REMOVE	NONE	PL35SSG	1 POLE WOOD CCA 35 FT CL 5 W" SECT GND		
REMOVE	NONE	PN36364/OC	50 3P PRI-NEUTRAL (3-636ACSR&1-4/OACSR)		
REMOVE	NONE	PNTUB3CTS	1 P&N TAN UND. BLD 3 PH W/ 2 POST BKT AND 1 POST BKT W/CLAMP TOP INS		
REMOVE	NONE	PRS31/0CS	1 PRI RISER & COLD SHRINK TERM WITHOUT CABLE - 3 PHASE		

*** Work Location: 42.00		Description:	
Inst:Dsgn	Volt Num: 25	Inst:Op	Volt Num: 13
Energized: Y	Inaccessible: N	Rmv Dsgn	Volt Num: 25
		Rock/Swamp: N	Rmv Op
			Volt Num: 13
			Est Co
			ManHour: 17:30
			Est Cont
			ManHour: 0:00
INSTALL	NONE	OHFLAG	TRAFF
		4	OVERHEAD TRAFFIC FLAGGING ID - WHEN THERE WILL BE AN EXTRA MAN TO FLAG
INSTALL	NONE	SETUP	
		2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY
REMOVE	NONE		
		1	POLE WOOD CCA 35 FT CLASS 5 W' GROUND
REMOVE	NONE		
		50	3P PRI-NEUTRAL (3-636ACSR&1-4/0ACSR)
REMOVE	NONE		
		1	P&N TAN UND. BLD 3 PH W/ 2 POST BKT AND 1 POST BKT W/CLAMP TOP INS

*** Work Location: 43.00		Description:		Inst Op Volt Num: 25		Inst Dsgn Volt Num: 25		Rmv Op Volt Num: 13		Rmv Dsgn Volt Num: 25		Rock/Swamp: N		Est Co Man Hour: 24.71		Est Cont Man Hour: 0.00	
		Energized: Y		Inaccessible: N													
INSTALL	NONE	SETUP		2		SET UP TIME PER POLE - FOR LARGE JOBS ONLY											
REMOVE	NONE	G11HIG		2		GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL											
REMOVE	NONE	PL355G		1		POLE WOOD CCA 35 FT CLASS 5 W' GROUND											
REMOVE	NONE	PN37504/0AACC		141		3 PH PRI-NEUTRAL (3-750AAC&1-4/0ACSR)											
REMOVE	NONE	PND0V3L		1		PRI DOUBLE DEAD-END VERTICAL 3PH 350-750AL PRI											

*** Work Location: 44.00		Description:		Inst: Dsgn Volt: Num: 25		Inst: Op Volt: Num: 13		Rmv Dsgn Volt: Num: 25		Rmv Op Volt: Num: 13		Est Co: ManHour: 23.88		Est Cont: ManHours: 0.00	
#		Energized: Y		Inaccessible: N		Rock/Swamp: N									
INSTALL	3	NONE		SETUP				2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY						
REMOVE	9	NONE		G11HIG				2	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL						
REMOVE		NONE		PL355G				1	POLE WOOD CCA 35 FT CLASS 5 W' GROUND						
REMOVE		NONE		PN37504/0AAC				125	3 PH PRI-NEUTRAL (3-750AAC&1-4/0ACSR)						
REMOVE		NONE		PNDDV3L				1	PRI DOUBLE DEAD-END VERTICAL 3PH 350-750AL PRI						

*** Work Location : 45.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00
INSTALL	NONE	PLCUT	Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 32:21	
INSTALL	NONE	SETUP					
REMOVE	NONE	GSP11I					
REMOVE	NONE	PL405G					
REMOVE	NONE	PN36364/OC					
REMOVE	NONE	PNDDV3L					
REMOVE	NONE	S2TPAC					
*** Work Location : 46.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00
INSTALL	NONE	PLCUT	Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 27:07	
INSTALL	NONE	SETUP					
REMOVE	NONE	GSP11I					
REMOVE	NONE	PL405G					
REMOVE	NONE	PN37504/OAACC					
REMOVE	NONE	PNDDV3L					
*** Work Location : 47.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00
INSTALL	NONE	PLCUT	Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 23:86	
INSTALL	NONE	SETUP					
REMOVE	NONE	GSP11I					
REMOVE	NONE	PL405G					
REMOVE	NONE	PN37504/OAACC					
REMOVE	NONE	PNDDV3L					
*** Work Location : 48.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00
INSTALL	NONE	PLCUT	Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 9:91	
INSTALL	NONE	SETUP					
REMOVE	NONE	GSP11I					
REMOVE	NONE	PL405G					
REMOVE	NONE	PN37504/OAACC					
REMOVE	NONE	PNDDV3L					
*** Work Location : 49.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00
INSTALL	NONE	G11HIG	Energized : Y	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 0:00	
INSTALL	NONE	SETUP					
REMOVE	NONE	GSP11I					
REMOVE	NONE	PL405G					
REMOVE	NONE	PN37504/OAACC					
REMOVE	NONE	PNDDV3L					

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*** Work Location : 50.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00
		Energized : Y	Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 0.00	Est Cont ManHours : 0.00

*** Work Location : 51.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00
		Energized : Y	Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 21.79	Est Cont ManHours : 0.00

INSTALL	NONE	PLCUT			1	TOP ANY SIZE POLE TO MAKE SHORTER POLE	
INSTALL	NONE	SETUP			2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
REMOVE	NONE	G11HIG			3	GUY ANCH HELIX 11M W' GUARD & 1 FGLASS STRAIN INSUL	
REMOVE	NONE	PL453G			1	POLE WOOD CCA 45 FT CLASS 3 W' GROUND	
REMOVE	NONE	PN37504/0AACC			26	3 PH PRI-NEUTRAL (3-750AAC&1-4/0ACSR)	
REMOVE	NONE	PNDDV3L			1	PRI DOUBLE DEAD-END VERTICAL 3PH 350-750AL PRI .	
REMOVE	NONE	S2TPAC			91	SEC WIRE TRIPLEX #2 ALUMINUM ALLOY	

*** Work Location : 52.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00
		Energized : Y	Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 24.80	Est Cont ManHours : 0.00

INSTALL	NONE	PLCUT			1	TOP ANY SIZE POLE TO MAKE SHORTER POLE	
INSTALL	NONE	SETUP			2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY	
REMOVE	NONE	G11HIG			2	GUY ANCH HELIX 11M W' GUARD & 1 FGLASS STRAIN INSUL	
REMOVE	NONE	PL453G			1	POLE WOOD CCA 45 FT CLASS 3 W' GROUND	
REMOVE	NONE	PN36364/0C			96	3P PRI-NEUTRAL (3-636ACSR&1-4/0ACSR)	
REMOVE	NONE	PNDDV3L			1	PRI DOUBLE DEAD-END VERTICAL 3PH 350-750AL PRI .	
REMOVE	NONE	SD1			1	SEC DEADEND ONE WIRE	

*** Work Location : 53.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00
		Energized : Y	Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 0.00	Est Cont ManHours : 0.00

*** Work Location : 54.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00
		Energized : Y	Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 0.00	Est Cont ManHours : 0.00

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*** Work Location : 55.00		Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00
		Energized : Y	Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 0.00	Est Cont ManHours : 0.00

*** Work Location : 57.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Co ManHour : 0.00		Est Cont ManHours : 0.00	
Energized : Y	Inaccessible : N	Rock/Swamp : N							
*** Work Location : 59.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Co ManHour : 0.00		Est Cont ManHours : 0.00	
Energized : Y	Inaccessible : N	Rock/Swamp : N							
*** Work Location : 60.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Co ManHour : 2.80		Est Cont ManHours : 0.00	
Energized : Y	Inaccessible : N	Rock/Swamp : N							
INSTALL	NONE	S4DPXC		73 SEC WIRE-ACSR DUPLEX #4					
INSTALL	NONE	SD1		1 SEC DEADEND ONE WIRE					
REMOVE	NONE	SD1		1 SEC DEADEND ONE WIRE					
*** Work Location : 61.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Co ManHour : 0.00		Est Cont ManHours : 0.00	
Energized : Y	Inaccessible : N	Rock/Swamp : N							
*** Work Location : 64.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Co ManHour : 0.00		Est Cont ManHours : 0.00	
Energized : Y	Inaccessible : N	Rock/Swamp : N							
*** Work Location : 65.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Co ManHour : 0.00		Est Cont ManHours : 0.00	
Energized : Y	Inaccessible : N	Rock/Swamp : N							
*** Work Location : 68.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Co ManHour : 0.00		Est Cont ManHours : 0.00	
Energized : Y	Inaccessible : N	Rock/Swamp : N							
*** Work Location : 69.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Co ManHour : 0.00		Est Cont ManHours : 0.00	
Energized : Y	Inaccessible : N	Rock/Swamp : N							

*** Work Location : 70.00		Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00
		Energized : Y	Inaccessible : N	Rock/Swamp : N					
*** Work Location : 71.00		Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 8:02	Est Cont ManHours : 0:00
		Energized : Y	Inaccessible : N	Rock/Swamp : N					
INSTALL	NONE	PLOVERBUILD	1 LABOR FOR COVERUP ON MULT CKT POLE USE INST & REM -PER POLE						
REMOVE	NONE	PLOVERBUILD	1 LABOR FOR COVERUP ON MULT CKT POLE USE INST & REM -PER POLE						
*** Work Location : 72.00		Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00
		Energized : Y	Inaccessible : N	Rock/Swamp : N					
*** Work Location : 73.00		Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00
		Energized : Y	Inaccessible : N	Rock/Swamp : N					
*** Work Location : 74.00		Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00
		Energized : Y	Inaccessible : N	Rock/Swamp : N					
*** Work Location : 75.00		Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00
		Energized : Y	Inaccessible : N	Rock/Swamp : N					
*** Work Location : 76.00		Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00
		Energized : Y	Inaccessible : N	Rock/Swamp : N					
*** Work Location : 77.00		Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00
		Energized : Y	Inaccessible : N	Rock/Swamp : N					
*** Work Location : 78.00		Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00
		Energized : Y	Inaccessible : N	Rock/Swamp : N					

Item # 9

Item #

*** Work Location : 79.00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Coi ManHour : 16:53			
INSTALL	NONE	PLCUT		1	TOP ANY SIZE POLE TO MAKE SHORTER POLE				
INSTALL	NONE	SETUP		2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY				
REMOVE	NONE	PL405G		1	POLE WOOD CCA 40 FT CLASS 5 W' GROUND				
REMOVE	NONE	PN33974/OC		10	3PH PRI-NEUTRAL (3-397 ACSR&1-4/OACSR)				
REMOVE	NONE	PND3STL6L		1	PRI DEAD-END 3PH W/6FT-6 STL ARM 1 350-750AL PRI 1				
REMOVE	NONE	PND53		1	PRI-NEUT DEADEND SLACKSPAN 3 PH				
*** Work Location : 80.00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Coi ManHour : 69:06			
INSTALL	NONE	G11HIG		4	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL				
INSTALL	NONE	PHPF13		3	FIBERGLASS STANDOFF 13" JUMPER PIN BRACKET				
INSTALL	NONE	PNDV3L		1	PRI DOUBLE DEAD-END VERTICAL 3PH 350-750AL PRI				
INSTALL	NONE	SETUP		2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY				
INSTALL	NONE	SPREADPHASES3NONTANGCONT		1	TEMP ARM TO SPREAD WIRE FOR RECOND - 3PH VERT & DEADEND - CONTRACTOR-NO ARMS				
REMOVE	NONE	PNTUB3F		1	PRI/NEU TANG UNDERBUILD 3 PH 1 POST FGLASS SOURN CO. STANDARD				
REMOVE	NONE	SPREADPHASES3NONTANGCONT		1	TEMP ARM TO SPREAD WIRE FOR RECOND - 3PH VERT & DEADEND - CONTRACTOR-NO ARMS				
*** Work Location : 81.00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Coi ManHour : 0:00			
*** Work Location : 82.00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Coi ManHour : 0:00			
*** Work Location : 83.00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Coi ManHour : 0:00			
*** Work Location : 84.00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Coi ManHour : 0:00			

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*** Work Location : 86.50									
Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00			
Energized : Y		Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 7.67				
REMOVE	NONE	PL305G	1	POLE WOOD CCA 30 FT CLASS 5 W' GROUND					
REMOVE	NONE	SD1	1	SEC DEADEND ONE WIRE					
REMOVE	TRANSFER	LTMH882DIR	2	DIR SECURITY LIGHT 88,000 LUMEN 1000W METAL HALIDE / BKT, LAMP					
***NO PC**									
*** Work Location : 87.00									
Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00			
Energized : Y		Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 0.00				
*** Work Location : 87.50									
Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00			
Energized : Y		Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 0.00				
*** Work Location : 88.00									
Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00			
Energized : Y		Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 0.00				
*** Work Location : 89.00									
Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00			
Energized : Y		Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 0.00				
*** Work Location : 90.00									
Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00			
Energized : Y		Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 0.00				
*** Work Location : 91.00									
Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00			
Energized : Y		Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 0.00				
*** Work Location : 92.00									
Description :		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0.00			
Energized : Y		Inaccessible : N	Inaccessible : N	Rock/Swamp : N	Est Co ManHour : 44.05				
INSTALL	EXCLUDE STAT	S2C	21	NEUTRAL WIRE-BARE ACSR #2 NON MAPABLE					
INSTALL	NONE	PNT3F	1	PRI&NEU TANG 3 PH W/ PTP 2 PH FGLASS BKT-SO. ELE. STANDARD (B-9445)					
INSTALL	NONE	PS2	3	OVERHEAD PRI SPLICE FOR #2 ACSR					
INSTALL	NONE	SS2	1	OVERHEAD SEC CONDUCTOR SPLICE FOR #2 ACSR					

INSTALL	NONE	SVCONNOH	1	CONNECTORS & MHR FOR OH SVC ANY SIZE *****1 PER SERVICE*****
REMOVE	EXCLUDE STAT	S2C	21	NEUTRAL WIRE-BARE ACSR #2 NON MAPABLE
REMOVE	NONE	PHPF13	3	FIBERGLASS STANDOFF 13" JUMPER PIN BRACKET
REMOVE	NONE	PNDV3L	1	PRI DOUBLE DEAD-END VERTICAL 3PH 350-750AL PRI
REMOVE	NONE	SVCONNOH	1	CONNECTORS & MHR FOR OH SVC ANY SIZE *****1 PER SERVICE*****
TRANSFER	NONE	P32C	21	PRI WIRE 3PH BARE ACSR #2
TRANSFER	NONE	SR34/0	1	SEC RISER (3) XFMR BANK 50KVA AND LARGER-WP CU # 4/0 7STR
TRANSFER	NONE	TBY50	1	TRANSF BANK WYE 120/208V 3-50KVA NO TAPS CPT W' CLUST MTN 3 CO 3 LA AND CO-

*** Work Location : 93.00				
INSTALL	NONE	G11HIG	2	GUY ANCH HELIX 11M W' GUARD & 1 FGLASS STRAIN INSUL
INSTALL	NONE	PND3STLS	1	PRI & NEUTRAL DEADEND 3 PH W' 5FT STL ARM
INSTALL	NONE	SD1	1	SEC DEADEND ONE WIRE
INSTALL	NONE	SVCONNOH	1	CONNECTORS & MHR FOR OH SVC ANY SIZE *****1 PER SERVICE*****
REMOVE	NONE	PHPF13	2	FIBERGLASS STANDOFF 13" JUMPER PIN BRACKET
REMOVE	NONE	PNDV3	1	PRI-NEUT DEADEND VERTICAL 3 PH
REMOVE	NONE	SD1	1	SEC DEADEND ONE WIRE
REMOVE	NONE	SVCONNOH	1	CONNECTORS & MHR FOR OH SVC ANY SIZE *****1 PER SERVICE*****
TRANSFER	NONE	S4/0QPCX	30	SEC WIRE-ACSR QUADRAPLEX #4/0
TRANSFER	NONE	SR31/0	1	SEC RISER (3) XFMR BANK 37.5KVA AND SMALLER-WP CU #1/0 7STR
TRANSFER	NONE	TBY37	1	TRANSF BANK WYE 120/208V 3-37.5KVA NO TAPS CPT W' CLUST MTN 3 CO 3 LA AND C

*** Work Location : 94.00				
INSTALL	NONE	G11HIG	2	GUY ANCH HELIX 11M W' GUARD & 1 FGLASS STRAIN INSUL
INSTALL	NONE	PND3STLS	1	PRI & NEUTRAL DEADEND 3 PH W' 5FT STL ARM
INSTALL	NONE	SD1	1	SEC DEADEND ONE WIRE
INSTALL	NONE	SVCONNOH	1	CONNECTORS & MHR FOR OH SVC ANY SIZE *****1 PER SERVICE*****
REMOVE	NONE	PHPF13	2	FIBERGLASS STANDOFF 13" JUMPER PIN BRACKET
REMOVE	NONE	PNDV3	1	PRI-NEUT DEADEND VERTICAL 3 PH
REMOVE	NONE	SD1	1	SEC DEADEND ONE WIRE
REMOVE	NONE	SVCONNOH	1	CONNECTORS & MHR FOR OH SVC ANY SIZE *****1 PER SERVICE*****
TRANSFER	NONE	S4/0QPCX	30	SEC WIRE-ACSR QUADRAPLEX #4/0
TRANSFER	NONE	SR31/0	1	SEC RISER (3) XFMR BANK 37.5KVA AND SMALLER-WP CU #1/0 7STR
TRANSFER	NONE	TBY37	1	TRANSF BANK WYE 120/208V 3-37.5KVA NO TAPS CPT W' CLUST MTN 3 CO 3 LA AND C

*** Work Location : 95.00				
REMOVE	NONE	G11HIG	1	GUY ANCH HELIX 11M W' GUARD & 1 FGLASS STRAIN INSUL
REMOVE	NONE	PL355G	1	POLE WOOD CCA 35 FT CLASS 5 W' GROUND

*** Work Location : 98.00				
INSTALL	NONE	PN37504/0AAC	35	3 PH PRI-NEUTRAL (3-750AAC&1-4/0ACSR)
INSTALL	NONE	PS750	1	OVERHEAD PRI SPLICE FOR 750MCM ACSR
INSTALL	NONE	SETUP	2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY

*** Work Location : 105.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 106.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 107.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 108.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 109.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 110.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 111.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 112.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 113.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00

Item

*** Work Location : 114:00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Cont ManHours : 0:00			
*** Work Location : 115:00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Cont ManHours : 0:00			
*** Work Location : 116:00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Cont ManHours : 0:00			
*** Work Location : 117:00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Cont ManHours : 0:00			
*** Work Location : 118:00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Cont ManHours : 0:00			
*** Work Location : 119:00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 0:00			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Cont ManHours : 0:00			
*** Work Location : 120:00									
Description:		Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Cont ManHours : 1:31			
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Cont ManHours : 1:31			
INSTALL	NONE	1 PARALLEL POTHEAD ASSEMBLY FOR 6-1000MCM							
INSTALL	NONE	3 GUY ANCH HELIX 11M W' GUARD & 1 FGLASS STRAIN INSUL							
INSTALL	NONE	2 BRKT JUMPER PIN FOR STEEL CROSSARM							
INSTALL	NONE	1 POLE WOOD CCA 50 FT CL 2 W' SECT GND							
INSTALL	NONE	1 PRI DOUBLE DEAD-END 3PH W/5FT STEEL ARM 350-750AL							
INSTALL	NONE	1 POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR							
INSTALL	NONE	1 PRI TANGENT 1 PH W/PTP							
INSTALL	NONE	2 SET UP TIME PER POLE - FOR LARGE JOBS ONLY							
REMOVE	NONE	2 BRKT JUMPER PIN FOR STEEL CROSSARM							
REMOVE	NONE	1 PRI AND NEUTRAL DEAD-END 3PH 1 350-750AL 1							

1 PRI TANGENT 1 PH W/PTP

PT1

REMOVE NONE

*** Work Location : 121.00

Description :

Inst Dsgn	Vol#	Num	Inst Op	Vol#	Num	Rmv Dsgn	Vol#	Num	Rmv Op	Vol#	Num	Est Co	ManHour	Est Cont	ManHour
25	13	25	13	25	13	N	N	N	N	N	N	79:05	1:31		
Engrized	Y		Inaccessible	N		Rock/Swamp	N								

INSTALL NONE DSAD9001000U6 1 PARALLEL POTHEAD ASSEMBLY FOR 6-1000MCM

INSTALL NONE G11HIG 3 GUY ANCH HELIX 11M W' GUARD & 1 FGLASS STRAIN INSUL

INSTALL NONE PHPF 2 BRKT JUMPER PIN FOR STEEL CROSSARM

INSTALL NONE PL502SG 1 POLE WOOD CCA 50 FT CL 2 W' SECT GND

INSTALL NONE PNDD3STL5L 1 PRI DOUBLE DEAD-END 3PH W/5FT STEEL ARM 350-750AL

INSTALL NONE POLESTAKE 1 POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR DOT SUPPORT

INSTALL NONE PT1 1 PRI TANGENT 1 PH W/PTP

INSTALL NONE SETUP 2 SET UP TIME PER POLE - FOR LARGE JOBS ONLY

REMOVE NONE PHPF 2 BRKT JUMPER PIN FOR STEEL CROSSARM

REMOVE NONE PND3L 1 PRI AND NEUTRAL DEAD-END 3PH 1 350-750AL 1

REMOVE NONE PT1 1 PRI TANGENT 1 PH W/PTP

*** Work Location : 122.00

Description :

Inst Dsgn	Vol#	Num	Inst Op	Vol#	Num	Rmv Dsgn	Vol#	Num	Rmv Op	Vol#	Num	Est Co	ManHour	Est Cont	ManHour
25	13	25	13	25	13	N	N	N	N	N	N	0:00	178:84		
Engrized	Y		Inaccessible	N		Rock/Swamp	N								

INSTALL NONE BRT 240 BORING FOR ALL TYPES CONTRACTOR BID

INSTALL NONE DT6 240 DUCT 6 IN. PVC, RANDOM LAY CONTRACTOR BID

INSTALL NONE P31000LCC 700 PRI UD CABLE-3 PH 1000 LC CONTRACTOR BID

INSTALL NONE PMARKINGTAPE 280 INST MARKING TAPE IN TRENCH -INVENTORY PER FT-6"X1000' ROLLS CONTRACTOR BID

INSTALL NONE PRIPULLTHRUCONDLG 480 LAB ONLY TO PULL PRI CONDUCTOR (LARGE) THRU CONDUIT (1000LC) CONTRACTOR BID

INSTALL NONE PRSSUBST61000CS 1 SUBSTATION EXIT PARALLEL 1000- W/ COLD SHRINK TERMS CONTRACTOR BID

INSTALL NONE TN48BHT 200 TRENCHING 48 IN DEEP W' BACKHOE - 42" COVER CONTRACTOR BID

INSTALL NONE TNSPLICEPTT 2 SPLICE PIT - NO SHORING - DIGGING & FILLING -INV EACH(3X3X4) CONTRACTOR BID

*** Work Location : 122.50

Description :

Inst Dsgn	Vol#	Num	Inst Op	Vol#	Num	Rmv Dsgn	Vol#	Num	Rmv Op	Vol#	Num	Est Co	ManHour	Est Cont	ManHour
25	13	25	13	25	13	N	N	N	N	N	N	0:00	192:33		
Engrized	Y		Inaccessible	N		Rock/Swamp	N								

INSTALL NONE BRT 240 BORING FOR ALL TYPES CONTRACTOR BID

INSTALL NONE DT6 240 DUCT 6 IN. PVC, RANDOM LAY CONTRACTOR BID

INSTALL NONE P31000LCC 900 PRI UD CABLE-3 PH 1000 LC CONTRACTOR BID

INSTALL NONE PMARKINGTAPE 280 INST MARKING TAPE IN TRENCH -INVENTORY PER FT-6"X1000' ROLLS CONTRACTOR BID

INSTALL NONE PRIPULLTHRUCONDLG 480 LAB ONLY TO PULL PRI CONDUCTOR (LARGE) THRU CONDUIT (1000LC) CONTRACTOR BID

INSTALL NONE PRSSUBST61000CS 1 SUBSTATION EXIT PARALLEL 1000- W/ COLD SHRINK TERMS CONTRACTOR BID

INSTALL NONE TN48BHT 200 TRENCHING 48 IN DEEP W' BACKHOE - 42" COVER CONTRACTOR BID

INSTALL NONE TNSPLICEPTT 2 SPLICE PIT - NO SHORING - DIGGING & FILLING -INV EACH(3X3X4) CONTRACTOR BID

*** Work Location : 126.00									
Description:									
Inst Dsgn Volt Num : 25		Inst Op Volt Num : 13		Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Cont Man Hours : 2.66	
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Co Man Hour : 87.38			
INSTALL	EXCLUDE STAT	P3795AAC	143	PRI WIRE 3PH BARE AAC #795 MCM					
INSTALL	NONE	DISTEASEMENT	300	DISTRIBUTION EASEMENT- AMT PAID TO CUSTOMER - USE DOT SUPPORT CONTRACTOR- **INVENTORY DOLLARS PAID***					
INSTALL	NONE	DSAD9001000U6	1	PARALLEL POTHEAD ASSEMBLY FOR 6-1000MCM					
INSTALL	NONE	EASEMENT	1	AGENTS COST OF OBTAINING EASEMENT-(\$850) - USE DOT CONTR OR CONTRACTOR BID					
INSTALL	NONE	G11HIG	3	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL					
INSTALL	NONE	IFOH8000CUR3PH	1	3 EA -3PHASES - FAULT INDICATORS OH 800A 4 HR RESET W/CUR OVERRIDE W/LED					
INSTALL	NONE	PL602SG	1	POLE WOOD CCA 60 FT CL 2 W' SECT GND					
INSTALL	NONE	PLOVERBUILD	1	LABOR FOR COVERUP ON MULT CKT POLE USE INST & REM -PER POLE					
INSTALL	NONE	PN37954/OC	143	3PH PRI-NEUTRAL (3-795AAC & 1-4/OACSR)					
INSTALL	NONE	PND35TL5L	1	PRI DEAD-END 3PH W/5FT STL ARM 1 350-750AL PRI 1					
INSTALL	NONE	PNT3F	1	PRI&NEU TANG 3 PH W/ PTP 2 PH F'GLASS BKT-SO. ELE. STANDARD (B-9445)					
INSTALL	NONE	POLESTAKE	1	POLE STAKING BY SURVEYOR - USE DOT SUPPORT CONTRACTOR					
INSTALL	NONE	SETUP	4	SET UP TIME PER POLE - FOR LARGE JOBS ONLY					
REMOVE	NONE	PLOVERBUILD	1	LABOR FOR COVERUP ON MULT CKT POLE USE INST & REM -PER POLE					
*** Work Location : 127.00									
Description:									
Inst Dsgn Volt Num : 25		Inst Op Volt Num : 13		Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Cont Man Hours : 0.00	
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Co Man Hour : 0.00			
*** Work Location : 128.00									
Description:									
Inst Dsgn Volt Num : 25		Inst Op Volt Num : 13		Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Cont Man Hours : 0.00	
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Co Man Hour : 0.00			
*** Work Location : 129.00									
Description:									
Inst Dsgn Volt Num : 25		Inst Op Volt Num : 13		Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Cont Man Hours : 0.00	
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Co Man Hour : 0.00			
*** Work Location : 130.00									
Description:									
Inst Dsgn Volt Num : 25		Inst Op Volt Num : 13		Rmv Dsgn Volt Num : 25		Rmv Op Volt Num : 13		Est Cont Man Hours : 0.00	
Energized : Y		Inaccessible : N		Rock/Swamp : N		Est Co Man Hour : 0.00			

*** Work Location : 131.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 132.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 133.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 134.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 135.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 136.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 137.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 138.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00
*** Work Location : 139.00	Description : Inst Dsgn Volt Num : 25 Energized : Y	Inst Op Volt Num : 13 Inaccessible : N	Rmv Dsgn Volt Num : 25 Rock/Swamp : N	Rmv Op Volt Num : 13 Est Co ManHour : 0:00	Est Cont ManHours : 0:00

Item

*** Work Location : 140.00	Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0.00	Est Cont ManHours : 0.00
	Energized : Y	Inaccessible : N		Rock/Swamp : N			
*** Work Location : 141.00	Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0.00	Est Cont ManHours : 0.00
	Energized : Y	Inaccessible : N		Rock/Swamp : N			
*** Work Location : 142.00	Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0.00	Est Cont ManHours : 0.00
	Energized : Y	Inaccessible : N		Rock/Swamp : N			
*** Work Location : 143.00	Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0.00	Est Cont ManHours : 0.00
	Energized : Y	Inaccessible : N		Rock/Swamp : N			
*** Work Location : 144.00	Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0.00	Est Cont ManHours : 0.00
	Energized : Y	Inaccessible : N		Rock/Swamp : N			
*** Work Location : 145.00	Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0.00	Est Cont ManHours : 0.00
	Energized : Y	Inaccessible : N		Rock/Swamp : N			
*** Work Location : 146.00	Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0.00	Est Cont ManHours : 0.00
	Energized : Y	Inaccessible : N		Rock/Swamp : N			
*** Work Location : 147.00	Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0.00	Est Cont ManHours : 0.00
	Energized : Y	Inaccessible : N		Rock/Swamp : N			
*** Work Location : 149.00	Description :	Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0.00	Est Cont ManHours : 63.47
	Energized : Y	Inaccessible : N		Rock/Swamp : N			
INSTALL	NONE	G11HIG	8	GUY ANCH HELIX 11M W' GUARD & 1 FGLASS STRAIN INSUL			CONTRACTOR BID
INSTALL	NONE	PL602G	1	POLE WOOD CCA 60 FT CLASS 2 W' GROUND			CONTRACTOR BID

Item

INSTALL	NONE	PN37954/OC	171	3PH PRI-NEUTRAL (3-795AAC & 1-4/0ACSR)					CONTRACTOR BID
INSTALL	NONE	PNDV3L	1	PRI DOUBLE DEAD-END VERTICAL 3PH 350-750AL PRI					CONTRACTOR BID
INSTALL	NONE	PNDV3L	1	PRI AND NEUTRAL DEAD-END VERTICAL 3PH 350-750AL					CONTRACTOR BID
INSTALL	NONE	SETUP	2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY					CONTRACTOR BID
*** Work Location : 150:00 Description: _____ Inst Dsgn Volt Num : 25 Rmvdsgn Volt Num : 25 Rmvd Op Volt Num : 513 Energized : Y Rock/Swamp : N Est Co Man Hours : 0:00 Est Cont Man Hours : 78:68									
INSTALL	EXCLUDE STAT	S4/OC	495	NEUTRAL WIRE-BARE ACSR #4/0 NON MAPABLE					CONTRACTOR BID
INSTALL	NONE	G11HIG	3	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL					CONTRACTOR BID
INSTALL	NONE	PL552G	1	POLE WOOD CCA 55 FT CLASS 2 W' GROUND					CONTRACTOR BID
INSTALL	NONE	PLCUT	1	TOP ANY SIZE POLE TO MAKE SHORTER POLE					CONTRACTOR BID
INSTALL	NONE	PNC3L	1	PRI & NEUTRAL "C" SUSPENSION 3 PH, 4/0 & LARGER CONDUCTOR					CONTRACTOR BID
INSTALL	NONE	SETUP	2	SET UP TIME PER POLE - FOR LARGE JOBS ONLY					CONTRACTOR BID
REMOVE	EXCLUDE STAT	S4/OC	495	NEUTRAL WIRE-BARE ACSR #4/0 NON MAPABLE					CONTRACTOR BID
REMOVE	NONE	G11HIG	2	GUY ANCH HELIX 11M W' GUARD & 1 F'GLASS STRAIN INSUL					CONTRACTOR BID
REMOVE	NONE	PL453G	1	POLE WOOD CCA 45 FT CLASS 3 W' GROUND					CONTRACTOR BID
REMOVE	NONE	PNC3L	1	PRI & NEUTRAL "C" SUSPENSION 3 PH, 4/0 & LARGER CONDUCTOR					CONTRACTOR BID
TRANSFER	NONE	P3336C	495	PRI WIRE 3PH BARE ACSR #336					CONTRACTOR BID

Work Location	Description	Inst Dsgn Volt	Inst Op Volt	Rmv Dsgn Volt	Rmv Op Volt	Est Cont ManHrs
151-00		25	13	25	13	0.00
	Energized	Y	N	Rock/Swamp	N	0.00
	Inaccessible	N				0.00

*** Work Location: 152.00	Description:				
	Inst Dsgn Volt Num: 25	Inst Op Volt Num: 13	Rmv Dsgn Volt Num: 25	Rmv Op Volt Num: 13	
	Energized: Y	Inaccessible: N	Rock/Swamp: N	Est Co ManHour: 0:00	Est Cont ManHours: 0:00

*** Work Location ***	153.00	Description:
Inst:Dsgn Volt:Num :	25	Inst:Op Volt:Num :13
Energized :	Y	Rmv Op: Volt: Num :13
Inaccessible :	N	Rock/Swamp : N
Est:Co: ManHour :	0:00	Est:Co: ManHours : 0:00

```

*** Work Location:: 154.00
Description::
Inst Dsgn Volt Num:: 25      Inst Op Volt Num:: 13      RmV Op Volt Num:: 13
Energized:: Y                Inaccessible:: N          Rock/Swamp:: N
Est Co ManHour:: 0:00      Est Cont ManHours:: 0:00

```

*** Work Location : 155.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00				
Energized : Y	Inaccessible : N	Rock/Swamp : N							
*** Work Location : 156.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00				
Energized : Y	Inaccessible : N	Rock/Swamp : N							
*** Work Location : 157.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00				
Energized : Y	Inaccessible : N	Rock/Swamp : N							
*** Work Location : 158.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00				
Energized : Y	Inaccessible : N	Rock/Swamp : N							
*** Work Location : 159.00									
Description :									
Inst Dsgn Volt Num : 25	Inst Op Volt Num : 13	Rmv Dsgn Volt Num : 25	Rmv Op Volt Num : 13	Est Co ManHour : 0:00	Est Cont ManHours : 0:00				
Energized : Y	Inaccessible : N	Rock/Swamp : N							

Do not process until Commission approved, Contact Shelette McCrae @ 5070

Augusta-Richmond County, Georgia

CPB#323-041110-296823603

**CAPITAL PROJECT BUDGET
MARVIN GRIFFIN ROAD
(S.R. 56 to S.R. 56 Spur)
CHANGE NUMBER FIVE**

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

Section 1: The project is authorized to CPB#323-041110-296823603. This project is for an Agreement with Georgia Power for the Distribution Facility Relocation Costs in the amount of \$355,116.00 to be funded from the project contingency account transferred to the Utility account for the AED.

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

Special 1% Sales Tax, Phase II	\$	2,091,400
Special 1% Sales Tax, Phase III	\$	1,375,600
Augusta Utilities	\$	36,230
	\$	3,503,230

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

By Basin		By District
Rocky, Butler & Phinzy Swamp	\$ 3,503,230	1st & 2nd \$ 3,503,230

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#323-041110-296823603

**CAPITAL PROJECT BUDGET
MARVIN GRIFFIN ROAD
(S.R. 56 to S.R. 56 Spur)
CHANGE NUMBER FIVE**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
SPECIAL 1% SALES TAX, PHASE III			
323-041110-0000000-000000000	(\$1,375,600)		(\$1,375,600)
322-041110-0000000-000000000	(\$2,091,400)		(\$2,091,400)
507043410-5212115-809000030	(\$36,230)		(\$36,230)
TOTAL SOURCES:	(\$3,503,230)		(\$3,503,230)

USE OF FUNDS

ADVERTISING			
323-041110-5233119-296823603	\$2,000		\$2,000
ENGINEERING			
323-041110-5212115-296823603	\$237,280		\$237,280
RIGHT OF WAY			
323-041110-5411120-296823603	\$150,000		\$150,000
RAILROAD PERMIT			
323-041110-5414610-296823603	\$30,000		\$30,000
CONSTRUCTION			
323-041110-5414110-296823603	\$2,850,000	(\$281,536)	\$2,568,464
UTILITY RELOCATION			
323-041110-5414510-296823603	\$160,370	\$355,116	\$515,486
AUGUSTA UTILITIES			
507043410-5212115-809000030			
OTHER FUNDING \$36,230			
CONTINGENCY			
323-041110-6011110-296823603	\$73,580	(\$73,580)	\$0
TOTAL USES:	\$3,503,230	\$0	\$3,503,230



**Engineering Services Committee Meeting
9/10/2012 1:00 PM
Minutes**

Department: Clerk of Commission

Caption: Motion to approve the minutes of the Engineering Services Committee held on August 27, 2012.

Background:

Analysis:

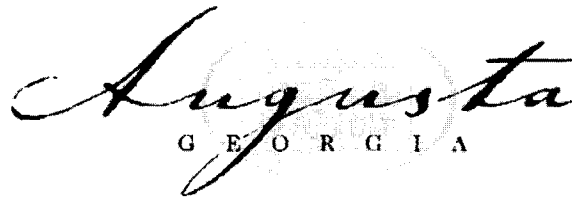
Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Engineering Services Committee Meeting Commission Chamber - 8/27/2012

ATTENDANCE:

Present: Hons. Deke Copenhaver, Mayor; Mason, Chairman; Jackson and Johnson, members.

Absent: Hon. Smith, Vice Chairman.

ENGINEERING SERVICES

1. Approve the lease buy-out of the current Al-Jon compactor.

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Joe Jackson	Commissioner Corey Johnson	Passes

2. Presentation by Mr. B. B. Langham regarding flooding of Hollywood Subdivision by Rocky Creek.

Item
Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve beginning an immediate clean out of Rocky Creek and other areas as needed.	Commissioner Corey Johnson		Dies for lack of Second

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Engineering Services Committee meeting is recessed and reconvened.			

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve tasking the Administrator to meet with Mr. Langham immediately to determine the best course of action moving forward regarding the issue of short-term housing. Motion Passes 3-0.	Commissioner Joe Jackson	Commissioner Corey Johnson	Passes

3. Motion to **approve** the construction of the Frontage Road Extension and task the Administrator with identifying the funding source for Commission approval. **Item Action:**
(Approved by Engineering Services Committee August 13, 2012 referred by Approved Commission August 21, 2012)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda. Motion Passes 3-0.	Commissioner Corey Johnson	Commissioner Joe Jackson	Passes

4. Motion to approve the minutes of the Engineering Services Committee held on August 13, 2012. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Corey Johnson	Commissioner Joe Jackson	Passes

5. Consider proposal from ZEL Engineers for Professional Services. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Joe Jackson	Commissioner Corey Johnson	Passes

6. Motion **approve** the recommendation of the Administrator to proceed with **Option 2d** and identify additional funding sources for Commission approval for the Augusta, Georgia Municipal Building Renovations and Modernization Project. **(Approved by Engineering Services Committee August 13, 2012 - deferred back to committee by the Commission's August 21, 2012 meeting)**
- Item Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Continue	Motion to retain this item in committee until the Administrator returns from vacation.	Commissioner Joe Jackson	Commissioner Corey Johnson	Other

No action taken on this motion due to the passage of the substitute motion.

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Substitute motion to refer this item to the full Commission with no recommendation. Motion Passes 3-0.	Commissioner Joe Jackson	Commissioner Corey Johnson	Passes

www.augustaga.gov



**Engineering Services Committee Meeting
9/10/2012 1:00 PM
Motion to Abandon Portion of Windsor Spring Rd**

Department: Law

Caption: Motion to determine that a portion of Windsor Spring Road , as shown on the attached plat (south of and adjacent to the parcel identified as map and parcel #142-0-002-01-0) has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest pursuant to O.C.G.A. §32-7-2, with the abandoned property to be quit-claimed to the appropriate party(ies), as provided by law and an easement to be retained over the entire abandoned portion for existing or future utilities.

Background: Pui Yin Chan has requested that a portion of Windsor Spring Road (south of and adjacent to the parcel identified as map and parcel #142-0-002-01-0) be abandoned to allow for the purpose of creating parking spaces for his retail business. The abandonment request has been reviewed by all essential county departments and administrators and approvals were received to this abandonment request. The legal description and plat of the portion of Windsor Spring Road to be abandoned are attached.

Analysis: In addition to the information provided in the above Background section, publication notices will be made for a public hearing to be held, with results to be presented to the Commission. Notice to the property owners located thereon will be made and the public hearing will be scheduled and conducted pursuant to O.C.G.A. §§32-7-2(b)(1).

Financial Impact: Cost of publication and advertisement of public hearing.

Alternatives: Approve or deny request for determination of no substantial use regarding abandonment of a portion of Windsor Spring Road.

Recommendation: Approve determination of no substantial use or best public interest regarding request for abandonment of said portion of Windsor Spring Road, with a public hearing to be held regarding the issue of abandonment pursuant to O.C.G.A. §32-7-2, with the

Issue Memo

Item # 11

abandoned property to be quit-claimed to the appropriate party (ies) as allowed by law, and an easement(s) and drainage, as directed by the Augusta Engineering Department and the Augusta Utilities Department to be retained over the entire abandoned portion for existing or future utilities, if any.

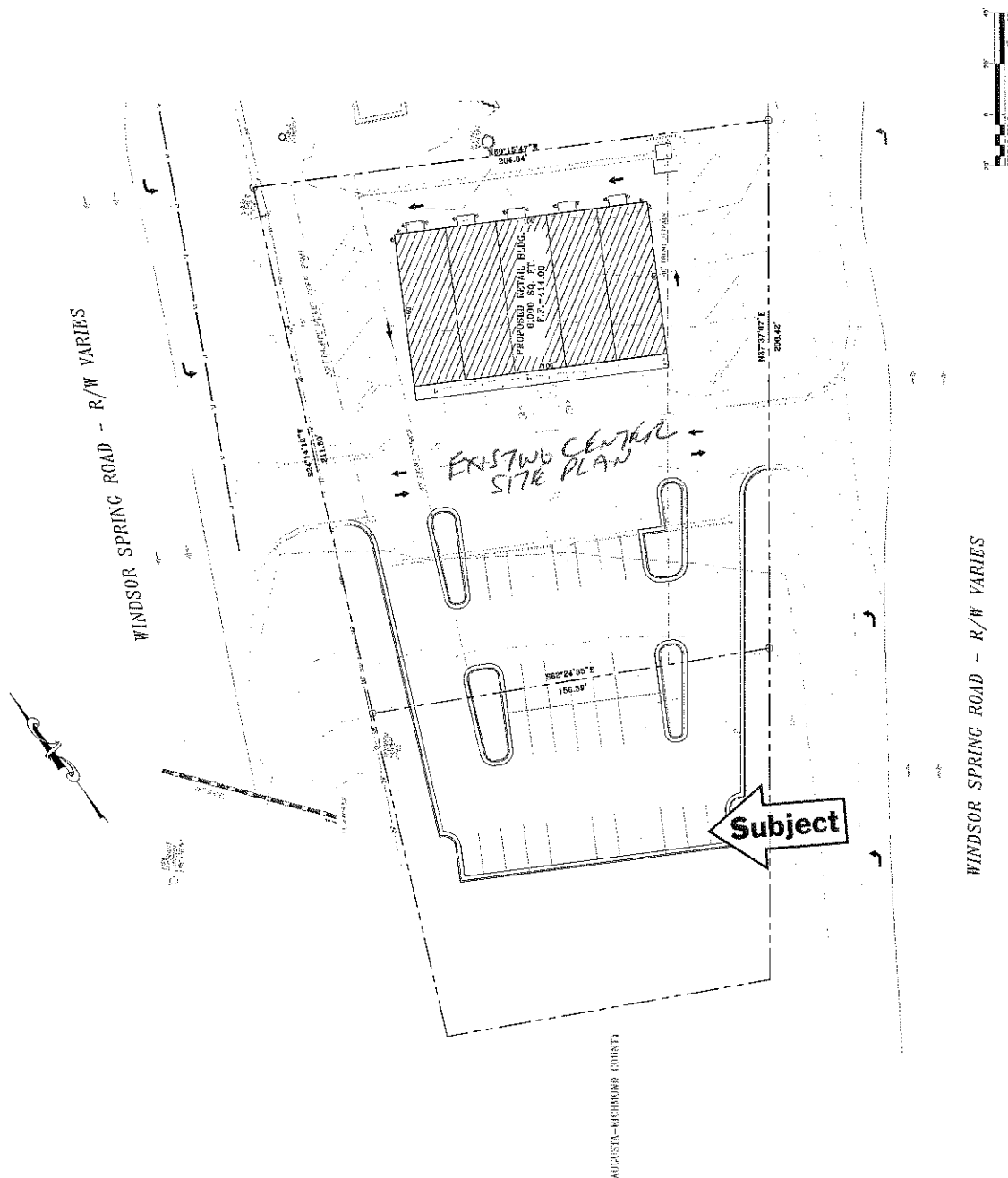
**Funds are Available
in the Following
Accounts:**

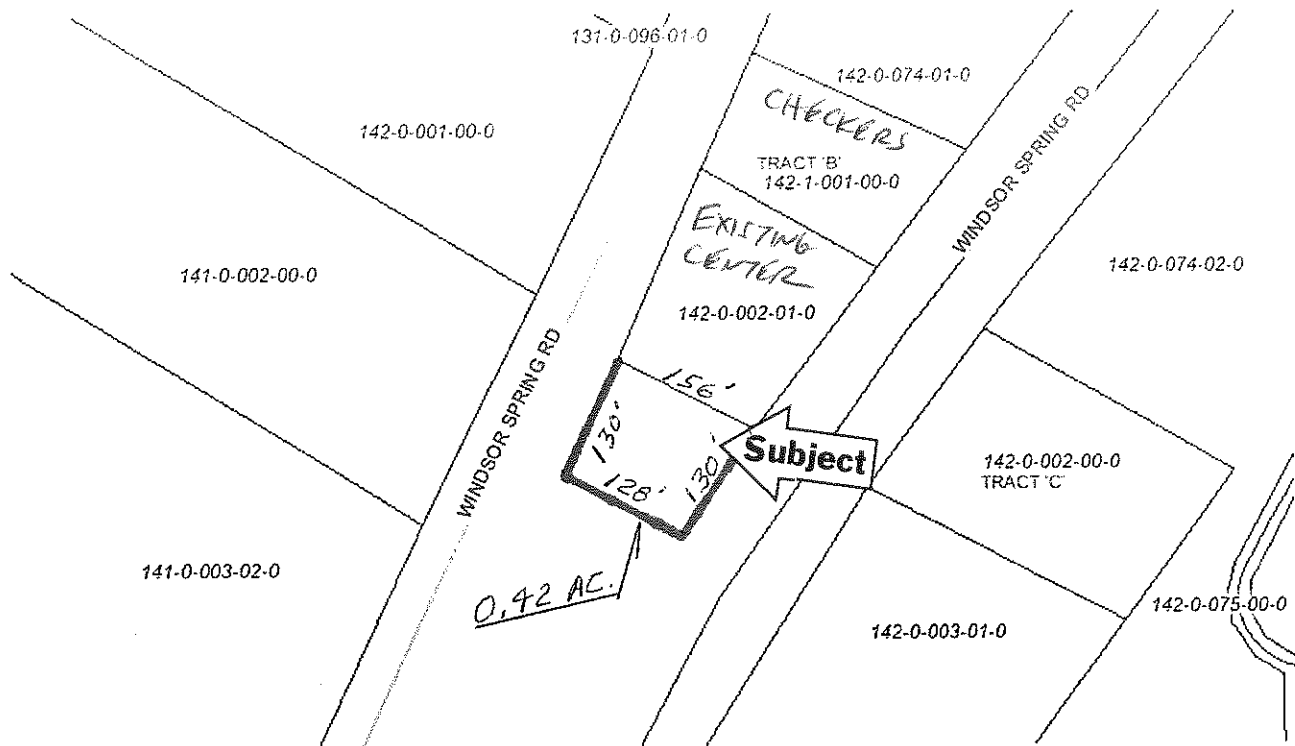
REVIEWED AND APPROVED BY:

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



REVISION	BLOCK
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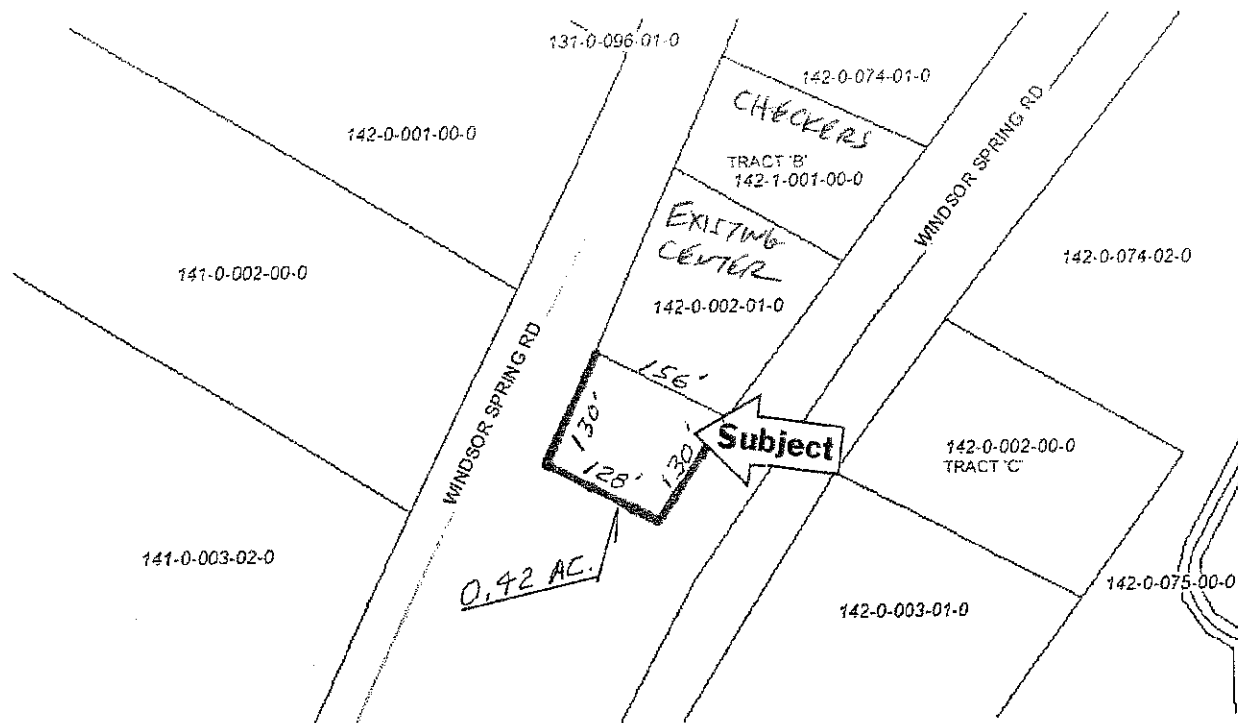


3/15/12

SCALE 1" = 175' ±

SOUTHERN LAND SURVEYORS
 4571-A COX RD
 EVANS, GA 30809
 (706) 855-6700

Legal Description: All that lot or parcel with improvements thereon situate and lying between the right-of-ways of Windsor Spring Road in Augusta-Richmond County, Georgia. The property is approximately 0.42+- acres in size. The property is bounded as follows: On the northeast by lands of Pu Yin Chan, on the northwest, southeast, and southwest by lands owned by Augusta-Richmond County, Georgia. See attached preliminary plat for a more complete description of lengths of the property lines.



3/15/12

SCALE 1" = 175' ±

SOUTHERN LAND SURVEYORS
4571-A COX RD
EVANS, GA 30809
(706) 855-6700



**Engineering Services Committee Meeting
9/10/2012 1:00 PM
Parking Deck Bridge**

Department: Administrator

Caption: Discuss an approved path forward for the Parking Deck bridge.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Engineering Services Committee Meeting
9/10/2012 1:00 PM
Resurfacing

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

Caption: Approve supplementing Georgia Department of Transportation (GDOT) Contract for Resurfacing of Augusta, Georgia Various Roads under GDOT 2012 Local Maintenance Improvement Grant Program (LMIG). This supplement of the Contract with GDOT is to Reeves Construction Co., in the amount of \$206,878.00; Funded from SPLOST Phase IV Recapture Account, upon receipt of signed contract and proper bonds as requested by AED.

Background: There is currently an on-going GDOT Resurfacing project under 2012 LMIG Program that includes resurfacing of seven (7) local roads. The Augusta Engineering Department (AED) is recommending supplementing the GDOT contractor that is currently resurfacing Augusta, GA roads under LMIG Program with adding milling & resurfacing of Satcher Blvd and milling of four LMIG Program roads.

Analysis: GDOT has issued a Notice to Proceed and the Contractor is scheduled to start resurfacing these roads in August / September. Supplementing GDOT contract is critical to complete needed additional work prior to the Contractor mobilizing & demobilizing for resurfacing work. The additional cost to mill and pave these roads will not exceed \$206,878.00.

Financial Impact: Funding is available in the SPLOST Phase IV Recapture Account for this request to be transferred to the Resurfacing account

Alternatives: 1) Approve Supplementing Georgia Department of Transportation (GDOT) Contract for Resurfacing of Augusta, Georgia Various Roads under GDOT 2012 Local Maintenance Improvement Grant Program (LMIG). This Supplement of the Contract with GDOT is to Reeves Construction Co., in the Amount of \$206,878.00; Funded from SPLOST Phase IV Recapture Account, upon Receipt of Signed Contract and Proper Bonds as Requested by AED. 2) Do not approve

Recommendation: Approve Alternative Number One

**Funds are Available
in the Following
Accounts:** 324-041110-5414110/201824044-5414110

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Augusta-Richmond County Milling/ADA Ramps Project

Reeves Construction Company- EAST REGION

P.O. Box 1129

Augusta, GA 30903

Contact: Charles Boyd

Phone: 706-731-8605

Fax: 706-731-8620

Quote To:

Steve Cassell, Traffic Engineer

Job Name:

Date of Plans:

Revision Date:

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mobilization	1.00	LS	16,055.00	16,055.00
20	Milling- full width	42,660.00	SY	1.55	66,123.00
30	Milling- tie joints	17,000.00	SY	2.45	41,650.00

NOTES:

PROJECT SPECIFIC NOTES:

1. Please see attached letter with explanation of the pricing.
2. This is a unit price proposal to be measured at completion for final billing.
3. Milling will be a continuous process and not bound by the three day pave-back rule.
4. Revised bid includes temp striping on milled surface.

Satcher Blvd Mill & Overlay

Reeves Construction Company- EAST REGION

P.O. Box 1129

Augusta, GA 30903

Contact: Charles Boyd

Phone: 706-731-8605

Fax: 706-731-8620

Quote To: Augusta-Richmond County Engr Dept

Job Name:

Date of Plans:

Revision Date:

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Signing & Traffic Control	1.00	LS	7,850.00	7,850.00
20	Milling Variable Depth	10,000.00	SY	1.50	15,000.00
30	Asphalt Overlay 135#/sy	675.00	TON	88.00	59,400.00
40	Striping-Stop Bars	4.00	EA	200.00	800.00
GRAND TOTAL					\$83,050.00

NOTES:

PROJECT SPECIFIC NOTES:

- 1.Price based upon milling roadway full width +/- 1.5" depth. Price includes milling asphalt from gutter.
- 2.Resurfacing based upon placement of asphalt at +/- 135#/sy depth
- 3.Striping limited to replacement of Stop Bars at intersections
- 4.This is a unit price proposal to be measured at completion for final billing based upon actual quantities installed



1 APAC Industrial Way
Augusta, Georgia 30907
Phone: (706) 731-5230

Reeves Construction Company
East Region Office

Post Office Box 1129
Augusta, Georgia 30903
Facsimile: (706) 731-8620

June 15, 2012

Augusta-Richmond County Engineering
Augusta, Georgia

Attn: Steve Cassell, Traffic Engineer
Re: Milling and Installation of ADA Devices

Dear Mr. Cassell,

Per your request, Reeves has prepared the following quote for milling roadways to be resurfaced as part of our contract with Georgia Department of Transportation. We have listed the streets and their quantity of milling:

1. Baker Street
 - a. 9400 SY full width milling
or
 - b. 3600 SY partial width milling
2. Wrightsboro Road
 - a. 6200 SY full width milling
or
 - b. 3100 SY partial width milling
3. 15th Street
 - a. 15600 SY full width milling
or
 - b. 5200 SY partial width milling
4. Wheeler Road
 - a. 11408 SY full width milling
or
 - b. 5100 SY partial width milling

The partial width milling represents milling a tie joint to the gutter line and tapering to 0 in 6'-12'. You may choose either the full width milling or the partial width milling. Pricing does not include any maintenance/replacement of traffic loops that may be affected by the milling/overlay.

Please review for approval at your earliest convenience. Reeves plans are to start the overlay of these roads in early July.

Sincerely,

Charles Boyd, East Region Estimator



**Engineering Services Committee Meeting
9/10/2012 1:00 PM
Stone Creek Subdivision Dedication**

Department: Engineering-Abie L. Ladson, P.E., CPESC, Director

Caption: Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Stone Creek Subdivision.

Background: The final plat for Stone Creek Subdivision was approved by the Commission on September 20, 2011. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

Analysis: This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

Financial Impact: By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the road and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

Alternatives: 1. Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Stone Creek Subdivision. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

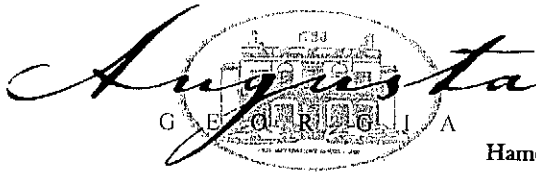
Cover Memo

Item # 14

**Funds are Available
in the Following
Accounts:** N/A

REVIEWED AND APPROVED BY:

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



ENGINEERING DEPARTMENT

Abie L. Ladson, PE, Director
 Hameed Malik, P.E., PhD, Assistant Director

Plan & Review Section Manager
 Richard A. Holliday, Lead Design Engineer

MEMORANDUM

To: George Patty
 Director Planning and Zoning

From: Richard A. Holliday, Lead Design Engineer

Date: July 2, 2012

Subject: Certificate of Completion
 Dedication of Stone Creek
 File reference: 2012 – 05 (A)

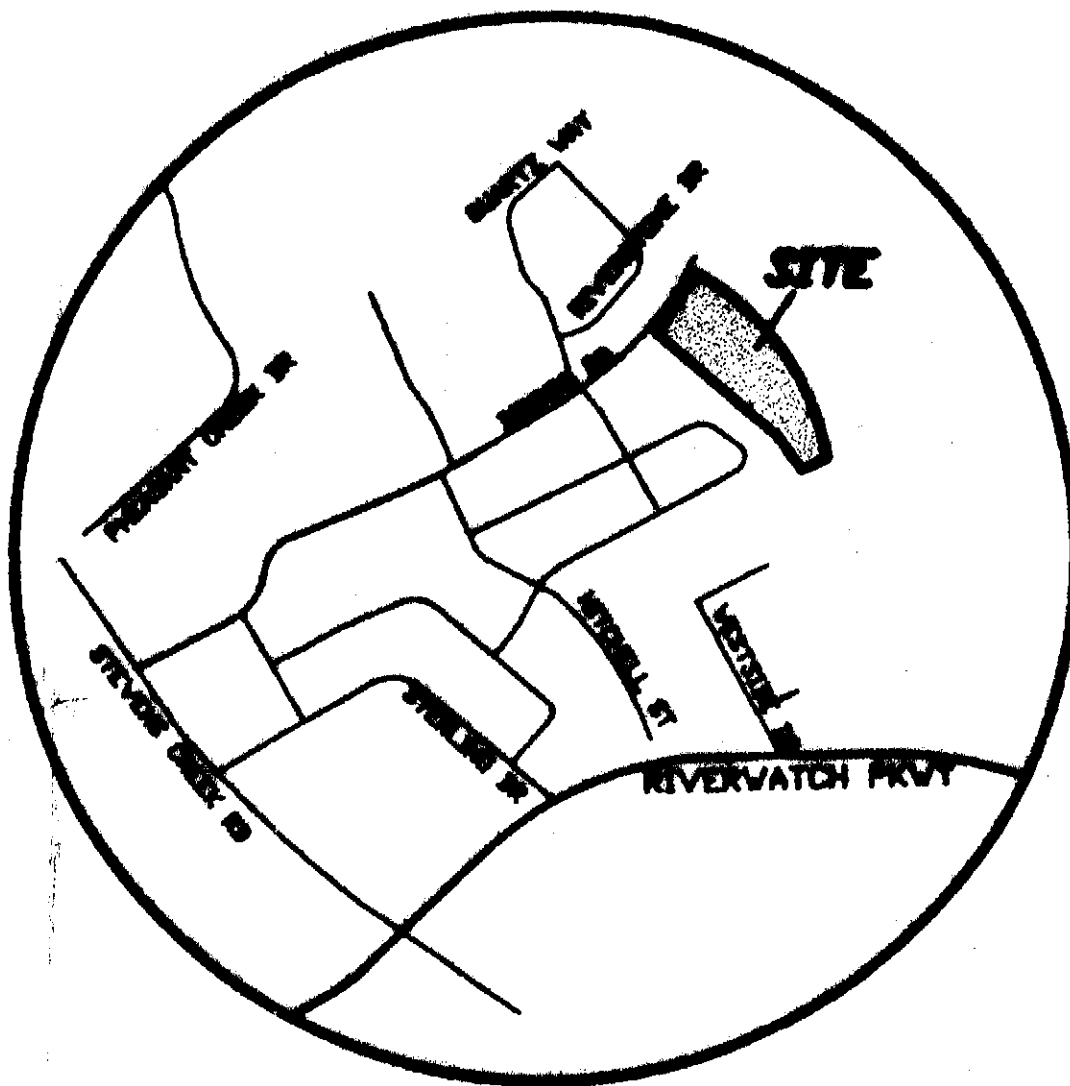
As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

cc: Abie L. Ladson, P.E., CPESC, Director - Engineering Department
 Hameed Malik, PhD., P.E., Assistant Director – Engineering Department
 Terri Turner, Planning & Zoning
 File



LOCATION MAP
NTS

STATE OF GEORGIA

Prepared by and Upon Recording
Return to:

COUNTY OF RICHMOND

DEED OF DEDICATION

(Roads and Detention Pond)

THIS INDENTURE, made and entered into this ____ day of _____, 2012, between CROWELL & CO., INC. hereinafter referred to as the Party of the First Part, and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the Party of the Second Part;

WITNESSETH:

THAT the said Party of the First Part, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the Second Part, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed unto the said Party of the Second Part, its successors and assigns the following described property, to-wit:

All (that) (those) strip(s) or parcel(s) of land in Richmond County, Georgia, consisting of the street(s) and roadway(s) in that area known as STONE CREEK which is delineated on a plat prepared by Southern Partners, Inc. dated August 10, 2011 which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 7, Page 164, to which plat reference is made for a more complete and accurate description as to the metes, bounds and location of said property. As evidenced by its acceptance of this deed, the Grantee agrees to incorporate said street(s) and roadway(s) into its system of streets in Richmond County.

Together with all (that) (those) strip(s) or parcel(s) of land in Richmond County, Georgia, consisting of the Detention Area and surrounding land containing 1.45 acres labeled "Area to be

Deeded to Augusta-Richmond County" in that area known as STONE CREEK which is delineated on a plat prepared by Southern Partners, Inc. dated August 10, 2011 which plat is recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel 7, Page 164, to which plat reference is made for a more complete and accurate description as to the metes, bounds and location of said property, and said plat is attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the aforesaid rights, ways, lands, easements, privileges and appurtenances unto the said Party of the Second Part, its successors and assigns, in perpetuity.

AND THE SAID PARTY OF THE FIRST PART, his heirs and legal representatives shall and will forever warrant and defend unto the Party of the Second Part, his successors and assigns, the rights, ways, lands, and easements, privileges, and appurtenances conveyed herein, against the claim or claims of any person or person whomsoever.

WHENEVER there shall be more than one grantor, the phrase "Party of the First Part" and all related pronouns, relative pronouns and verbs shall read as if written in the plural form, and when appropriate such phrase and related pronouns and relative pronouns shall be read as if written in the feminine or neuter, and when the grantor is a corporation, the word "successor" shall be substituted for the words "heirs" and "legal representatives" at the appropriate place or places.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED, AND DELIVERED
in our presence:

Ashley Thomas
Witness

Kristen Pennington
Notary Public

My Commission Expires: June 13, 2016
[NOTARY SEAL]

DEVELOPER:

CROWELL & CO., INC.

By: [Signature]
Its: President John Crowell

[CORPORATE SEAL]

Accepted by:

AUGUSTA, GEORGIA

By: _____
As Its Mayor

Attest: _____
Clerk

[SEAL]

STATE OF GEORGIA)
)
COUNTY OF RICHMOND)

**MAINTENANCE AGREEMENT
(Roads and Storm Drainage)**

THIS AGREEMENT, entered into this ____ day of _____, 20____, by and between Crowell & Co., Inc. hereinafter referred to as "Developer," and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains and appurtenances for Stone Creek, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

NOW, THEREFORE, In consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, IT IS AGREED that:

(1) The City accepts the roads and appurtenances, storm drains and appurtenances, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____.

(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 herein.

(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 of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City 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 to 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 Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his 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.

DEVELOPER

BY: _____ (L.S.)
AS ITS: *President John Carroll*

AUGUSTA, GEORGIA
COMMISSION

As Its Mayor (L.S.)

ATTEST:

Clerk of Commission

SUBDIVISION: STONE CREEK

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Stone Creek Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Stone Creek Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Stone Creek Drive is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

(a) Points of beginning and ending:

Beginning at Dennis Road

Extending approx. 555' SE to and including cul-de-sac;

(b) Length of road to nearest 1/100th mile:

0.11 mile

(c) Width & type of road surface:

26 ft. from back of curb to back of curb;

Type E asphalt

(d) Right-of-Way:

40 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION

STONE CREEK

[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, CROWELL & CO., INC., a corporation established under the laws of the state of Georgia, hereinafter known as “**DEVELOPER**”, owns a tract of land in Richmond County, Georgia, known as **STONE CREEK**, and located off Dennis Road, and in the building of a housing subdivision on said tract, 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 the water distribution system and the gravity sanitary sewer to **AUGUSTA, GEORGIA**, (hereinafter known as “**AUGUSTA**”), a political subdivision acting by and through the Augusta-Richmond County Commission for maintenance and control; and

WHEREAS, a Record Plat prepared by Southern Partners, Inc., dated August 10, 2011, and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Reel 7, Pages 164, to which reference to both is hereby made for a more complete and accurate description as to the land 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 _____, 2012 between **DEVELOPER** and **AUGUSTA**,

WITNESSETH:

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 20 foot easement(s) in perpetuity over the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned plat.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services; along with the further right to stretch communication lines, or other lines, for the use of **AUGUSTA**, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

DEVELOPER does further agree that when construction or maintenance is necessary, **AUGUSTA** may dig such trenches in said property, as may be necessary for the project; to pile and store thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

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 constructing, laying, relaying, replacing, installing, adding, expanding, 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; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be

considered a violation of this agreement and Augusta shall have the absolute right to immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

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.

AND DEVELOPER, its 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 hand and affixed its seal the day and year first above written.

Signed, sealed and delivered in
the presence of

Arnell Hume
Witness
Kurtis J. Brinson
Notary Public

State of Georgia

County of Columbia

My Commission Expires: June 13, 2016

CROWELL & CO., INC

By: [Signature]

John Crowell

As Its: President

Attest: [Signature]

As Its: _____

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

STONE CREEK

(Water Distribution System and Gravity Sanitary Sewer Main)

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between CROWELL & CO., INC., a corporation established under the laws of the state of Georgia, 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 main, for the subdivision known as STONE CREEK, 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 water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta-Richmond County Commission and that said water distribution system and gravity sanitary sewer main were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(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 the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.

(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 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.

Signed, sealed and delivered in
the presence of

Ashey Turner
Witness
Kristen Pennohn
Notary Public

State of Georgia
County of Columbia

My Commission Expires: June 13, 2016

CROWELL & CO., INC.

By: [Signature]

John Crowell

As Its: President

Attest: [Signature]

As Its: _____

ACCEPTED BY:
AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

(SEAL)



**Engineering Services Committee Meeting
9/10/2012 1:00 PM
Stormwater Utility Program**

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

Caption: Approve the initial stages for implementing a Stormwater Utility Program for Augusta, GA as requested by AED.

Background: Stormwater management is state and federally mandated, and requires municipalities regulate and reduce stormwater quantity to reduce pollution (stormwater quality). The Stormwater Utility is a fee-based program that will generate revenue through fees for services to operate, construct, and maintain the City's aging stormwater infrastructure. These fees are typically based on impervious surfaces. Currently, there are 1,200 stormwater utility programs in the United States, with over 600 implemented within the last six years. This exponential increase in stormwater utility programs is a direct result of an ever increasing state and federal regulations. Surrounding areas such as Columbia County, City of North Augusta, and Aiken County have implemented stormwater utility programs. Currently, Augusta, GA does not generate sufficient funds (General and SPLOST funds) to address the severe stormwater issues that have longed plagued the city/county .

Analysis: The City of Augusta faces a number of stormwater problems: Increasing flooding and water pollution problems as the County grows; unfunded state and federal mandates to control these problems and meet standards; aging, deteriorating, and undersized systems to handle stormwater; and competition for dollars with other County needs. A stormwater fee is the most equitable revenue source to solve the County's stormwater problems. The stormwater program will enable the County to comply with federal regulations as well as protect our community through improved drainage and protection of federal, state, and local waters. Major benefits of the stormwater program include: 1. The Stormwater Utility Program will help bring the current program into compliance with current and future state, and federal regulations. 2. Supplement the already under-funded SPLOST and General fund Drainage related projects. 3. Improve maintenance of countywide pipe systems, culverts/bridges, ditches, detention/retention ponds, levee, and lakes/ponds. 4. Improve

Cover Memo

Item # 15

flood control and protection. 5. Improve water quality. 6. Upgrade the county/city's aging stormwater infrastructure to meet current guidelines. 7. Implement a county/city watershed master plan for short and long-term planning purposes. 8. Proactive detection of illicit connections to storm sewers. 9. Improve efficiency customer services as it relates to stormwater. 10. Stormwater public education

The City of Augusta Stormwater Program is currently funded through the General Fund and the Special Purpose Local Option Sales Tax (SPLOST). The current program has suffered severely through lack of stormwater inventory, routine maintenance, stormwater education, and major drainage projects, due to lack of funding. A solution to the funding problem is implementing a Stormwater Utility Program. This program will generate approximately \$10,000,000 per year. The initial stages for the proposed Stormwater Implementations Plan is provided below:

1. STORMWATER UTILITY PROGRAM APPROVAL STAGE March 2012 – September 2012
2. INFORMATION TECHNOLOGY/STORMWATER DATABASE STAGE September 2012 – November 2014
3. STORMWATER LEGAL, AND EDUCATION AND INVOLVEMENT STAGE September 2012 – September 2013
4. STORMWATER UTILITY FEE IMPLEMENTATION (MILESTONE) September 2013
5. CREATION AND REVISIONS TO PERTINENT MANUALS STAGE September 2012 – January 2014
6. REVIEW AND UPDATE CITY/COUNTY ORDINANCES RELATED TO STORMWATER STAGE April 2012 – July 2013
7. INFORMATION GATHERING, PLANNING, DESIGN, AND CONSTRUCTION STAGE April 2012 – February 2026

Financial Impact: Funds have been earmarked for the implementation of stormwater program SPLOST 6 in the amount \$3,500,000.

Alternatives: 1) Approve the initial stages for implementing a Stormwater Utility Fee Program for Augusta, GA. 2) Do not approve and continue not addressing both State and Federal regulations and guidelines, and continue to not properly maintain the current drainage infrastructure.

Recommendation: Approve Alternative Number One

Funds are Available in the Following Accounts: 328-041110-211828002

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission



**Engineering Services Committee Meeting
9/10/2012 1:00 PM
Willhaven Phase III Section II**

Department:	Engineering-Abie L. Ladson, P.E., CPESC
Caption:	Approve the deeds of dedication, maintenance agreements, and road resolution submitted by the Engineering and Augusta Utilities Departments for Willhaven Subdivision, Phase III, Section II.
Background:	The final plat for Willhaven Subdivision, Phase III, Section II was approved by the Commission on May 15, 2012. The subdivision design and plat for this section, including the storm drain system, have been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors. The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.
Analysis:	This section meets all codes, ordinances and standards. There are no wetlands or 100-year flood plain boundaries involved in this section. Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.
Financial Impact:	By accepting these roads and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia. By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.
Alternatives:	1. Approve the deeds of dedication, maintenance agreements, and road resolutions submitted by the Engineering and Augusta Utilities Departments for Willhaven Subdivision, Phase III, Section II. 2. Do not approve and risk litigation.

Recommendation: Approve Alternative Number One.

**Funds are Available
in the Following
Accounts:** N/A

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



ENGINEERING DEPARTMENT

Abie L. Ladson, PE, Director
 Hameed Malik, P.E., PhD, Assistant Director

Plan & Review Section Manager
 Richard A. Holliday, Lead Design Engineer

MEMORANDUM

To: George Patty
 Director Planning and Zoning

From: Richard A. Holliday, Lead Design Engineer

Date: July 24, 2012

Subject: Certificate of Completion
 Dedication of Willhaven Phase 3 Section 2
 File reference: 2012 – 05 (A)

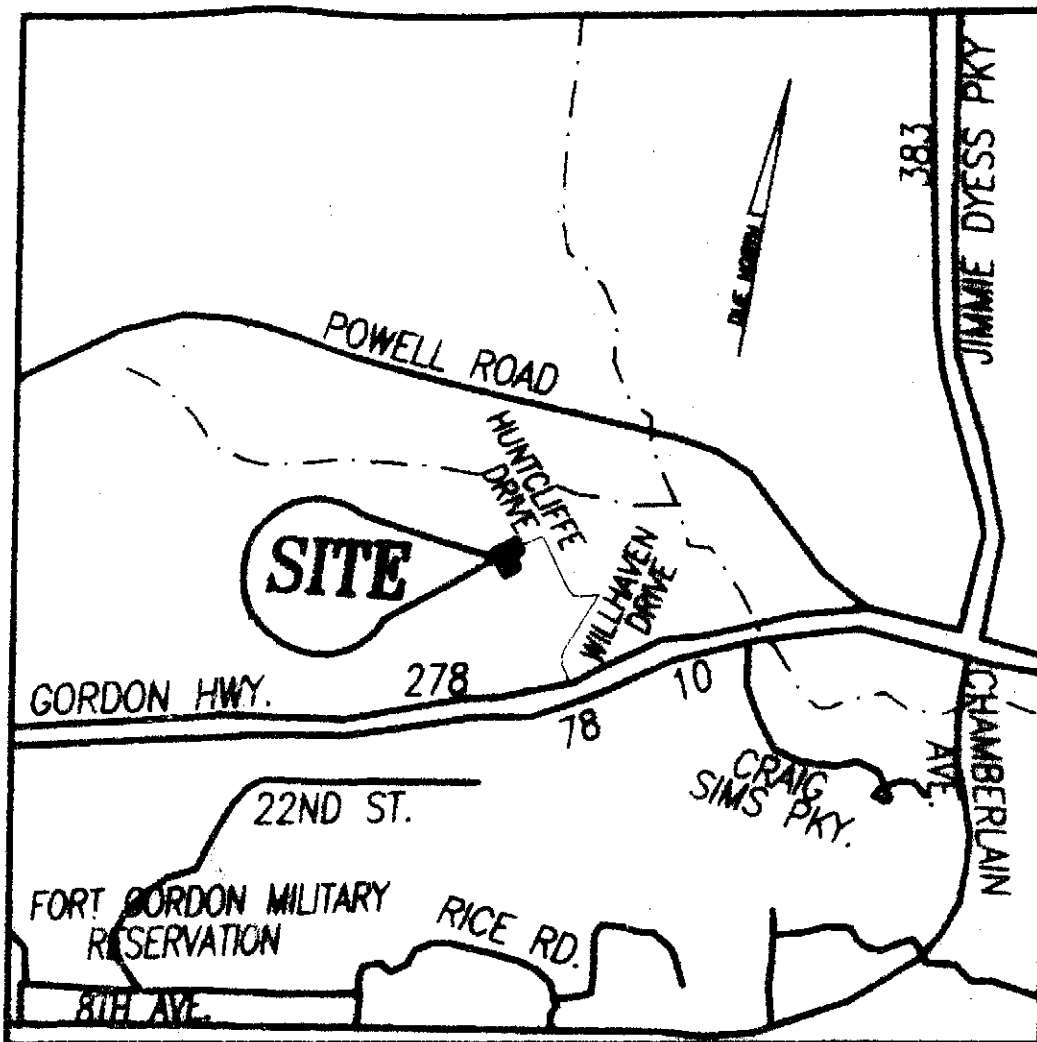
As required by Development Guideline Document 3, Article II – Section 202 of Augusta, Georgia Municipal Code, you are hereby advised, based upon site observation that this project consisting of roadway and storm drainage construction appears to be in compliance with all standards and specifications set forth in said documents. Therefore, the names of all streets and drainage related structures in subject development are hereby recommended for acceptance into the City of Augusta infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

cc: Abie L. Ladson, P.E., CPESC, Director - Engineering Department
 Hameed Malik, PhD., P.E., Assistant Director – Engineering Department
 Terri Turner, Planning & Zoning
 File



LOCATION SKETCH NTS

STATE OF GEORGIA)
)
 COUNTY OF RICHMOND)

DEED OF DEDICATION

THIS INDENTURE, made and entered into this ____ day of _____, 2012, by and between **BRENT WILLHAVEN, LLC**, a Georgia limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta-Richmond County Commission, hereinafter referred to as the Party of the SECOND PART.

WITNESSETH:

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the storm sewerage system as the same are now located and existing as shown and delineated on a plat of Willhaven, Phase III, Section 2 as prepared by John F. Brewer, GA RLS, of Brewer & Dudley, dated 4/1/12, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet D, Slide 156, Plat C-E and in Book 8, Pages 80 et seq; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewerage system.

TOGETHER WITH:

All that lot or parcel of land shown and designated as "HUNTCLIFFE DRIVE - 60' R/W"; and "THEODORE STREET - 60' R/W"; and on that certain plat of **Willhaven, Phase III, Section 2**, as prepared by John F. Brewer, GA RLS, Brewer & Dudley, dated **April 1, 2012**, revised N/A, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet D, Slide 156, Plat C-E and in **Book 8, Pages 80 et seq**; reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

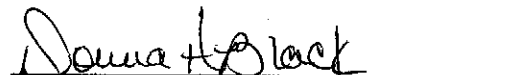
TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

TO HAVE AND TO HOLD SAID roads, easements and storm sewerage system, together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED
in our presence:


Witness


Notary Public, Georgia

BRENT WILLHAVEN, LLC

By:  (Seal)

As its: Member

ACCEPTED BY:

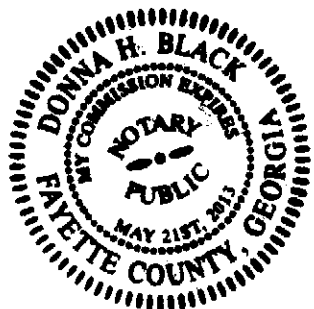
AUGUSTA, GEORGIA

By: _____

Its: Mayor

Attest: _____

Its: Clerk of Commission
(SEAL)



STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between Brent Willhaven, LLC, hereinafter referred to as "Developer," and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, the Developer requested that the Augusta, Georgia, Commission accept certain roads, storm drains and appurtenances for Willhaven Subdivision, Phase III, Section 2, as shown by deed contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____, and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by deed;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by Developer and the mutual agreements hereinafter set out, IT IS AGREED that:

(1) The City accepts the roads and appurtenances, respectfully described in the deed contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel _____, page _____.

(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 herein.

(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 of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, the City shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair and shall have the repairs completed at a reasonable time, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, the City 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 to 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 Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his 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.

BRENT WILLHAVEN, LLC

BY: Robert F. Rolader (L.S.)

AS ITS: Managing Member

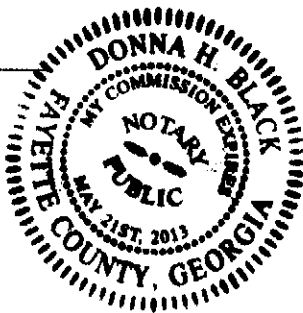
AUGUSTA, GEORGIA

As Its Mayor (L.S.)

Notary:

Donna H. Black

My Commission Expires
5-21-13



SUBDIVISION: WILLHAVEN, PHASE III
SECTION II

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Theodore Street is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Theodore Street a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Theodore Street, is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at existing Theodore Street

Extending approx. 565' W to Huntcliffe Drive

- (b) Length of road to nearest 1/100th mile:

0.11 mile

- (c) Width & type of road surface:

31' from back of curb to back of curb;

Type E asphalt

- (d) Right-of-Way:

60' foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

SUBDIVISION: WILLHAVEN, PHASE III
SECTION II

RESOLUTION ADDING ROAD TO THE
AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Huntcliffe Drive is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Huntcliffe Drive a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Huntcliffe Drive, is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:
Beginning at existing Huntcliffe Drive
Extending approx. 525' N
- (b) Length of road to nearest 1/100th mile:
0.10 mile
- (c) Width & type of road surface:
31' from back of curb to back of curb;
Type E asphalt
- (d) Right-of-Way:
60' foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this _____ day of _____, 20____.

AUGUSTA, GEORGIA

BY: _____
As Its Mayor

Attest: _____

STATE OF GEORGIA

COUNTY OF RICHMOND

DEED OF DEDICATION

WILLHAVEN, PHASE III, SECTION 2

[Water Distribution System and Gravity Sanitary Sewer System]

WHEREAS, BRENT WILLHAVEN, LLC, a Georgia Limited Liability Company, hereinafter known as "**DEVELOPER**", owns a tract of land in Richmond County, Georgia, known as Willhaven, Phase III, Section 2, in the building of a housing subdivision on said tract, 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 the water distribution system and the gravity sanitary sewer to **AUGUSTA, GEORGIA**, (hereinafter known as "**AUGUSTA**"), a political subdivision acting by and through the Augusta-Richmond County Commission for maintenance and control; and

WHEREAS, a Final Plat, of the above stated subdivision, which were prepared by Brewer & Dudley, dated April 1, 2012, said plat being recorded in the Realty Records of the Clerk of the Superior Court of Richmond County, Georgia, in Realty Reel ^{890K} 8, Pages 80, and to which reference is hereby made to said plat for a more complete and accurate description as to the land 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 _____, 2012 between **DEVELOPER** and **AUGUSTA**,

WITNESSETH:

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 20 foot easement(s) in perpetuity over the water distribution system and the gravity sanitary sewerage system, as shown on the aforementioned plat.

Together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting Augusta's utilities services.

DEVELOPER does further agrees that when construction or maintenance is necessary, **AUGUSTA** may dig such trenches in said property, as may be necessary for the project; to pile and store thereon the material excavated, and to haul and store pipe, supplies and equipment connected with the construction and maintenance thereof, over, along, and across the said property, along with the free right of ingress and egress to and from said permanent easements for these purposes.

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 constructing, laying, relaying, replacing, installing, adding, expanding, 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; and, if such prohibited trees, vegetation, buildings structures, or other permanent structures (hereinafter referred to as "obstructions") are placed, built, planted within said permanent easements, such action will be considered a violation of this agreement and Augusta shall have the absolute right to immediately remove, or have removed, such obstructions and shall bear no responsibility, or liability, for said obstruction's value.

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.

AND DEVELOPER, its 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 hand and affixed its seal the day and year first above written.

Signed, sealed and delivered in
the presence of

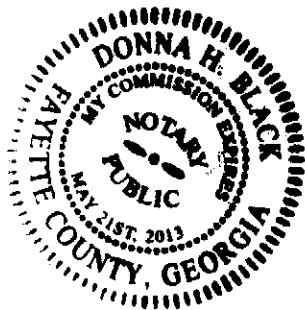
Brent Scarbrough
Witness

Donna H. Black
Notary Public

State of Georgia

County of Fayette

My Commission Expires: 5-21-13



BRENT WILLHAVEN, LLC

By: Brent Scarbrough
Brent Scarbrough

As Its Member

By: Robert F. Rolader
Robert F. Rolader

As Its Manager

ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____

As its Mayor

Attest: _____

Clerk of Commission

(SEAL)

STATE OF GEORGIA
COUNTY OF RICHMOND

MAINTENANCE AGREEMENT

WILLHAVEN, PHASE III, SECTION 2

(Utility Water Distribution System and Gravity Sanitary Sewer System)

THIS AGREEMENT, entered into this _____ day of _____, 2012, by and between BRENT WILLHAVEN, LLC, 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 WILLHAVEN, PHASE III, SECTION 2, 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 the approval of this document by the Augusta-Richmond County Commission.

(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 **AUGUSTA** 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 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.

Signed, sealed and delivered, in the presence of:

BRENT WILLHAVEN, LLC

Daina Horack
Witness

By: Brent Scarbrough
Brent Scarbrough
As Its Member

Peggy Costales
Notary Public

State of Georgia

By: Robert F. Rolader
Robert F. Rolader
As Its Manager

County of Fayette

My Commission Expires: 5/3/14



ACCEPTED BY:

AUGUSTA, GEORGIA

By: _____
David S. Copenhaver
As its Mayor

Attest: _____
Clerk of Commission

(SEAL)



Engineering Services Committee Meeting
9/10/2012 1:00 PM
Wrightsboro Road Widening, Phase I (SA#4) Bid Item–09-170

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

Caption: Approve Capital Project Budget 324-041110-201824333 and Supplemental Agreement Number Four to Cranston Engineering Group, PC, in the amount of \$63,291.00 for the revision of the design plans as requested for the Wrightsboro Road Widening, Phase I project. Funding is available in the project engineering account for the Engineering Department.

Background: Phase I of the Wrightsboro Road Widening Project was part of SPLOST Phase IV and called for traffic operational improvements along Wrightsboro Road between Augusta West Parkway and Marks Church Road. The area covered by this project is adjacent to Augusta Mall and I-520 and is essential to the regional mobility of this area. As the project has progressed, some elements have required more complex design than originally anticipated, especially around the interchange to improve operations of the corridor in conjunction with the DOT widening project east of Bobby Jones. To that end, the scope of this supplemental agreement is to provide an unforeseen stream buffer variance application, additional traffic modeling, and streetscape design.

Analysis: Due to the revision of the design, funding is requested to cover the additional services associated with completing the project

Financial Impact: Funds are available in the project engineering 324-041110-5212115-201824333 upon Commission's approval

Alternatives: 1) Approve Capital Project Budget 324-041110-201824333 and Supplemental Agreement Number Four to Cranston Engineering Group, PC, in the amount of \$63,291.00 for the revision of the design plans as requested for the Wrightsboro Road Widening, Phase I project. Funding is available in the project engineering account for the Engineering Department. 2) Do not approve and cancel project

Recommendation: Approve Alternative Number One.

Cover Memo

Item # 17

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

324-041110-5212115/201824333-5212115

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 the Clerk of Commission for execution. For information reference this request, contact Engineering at ext 5070. Thanks

CPB# 324-041110-201824333

Augusta-Richmond County, Georgia

**CAPITAL PROJECT BUDGET
WRIGHTSBORO ROAD WIDENING, PHASE I
(Augusta West Parkway to Marks Church Road)
CHANGE NUMBER FOUR**

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

Section 1: The project is authorized for CPB# 324-041110-201824333. This project is for **Wrightsboro Road Widening, Phase I** design cost associated with the additional services request on the project for Supplemental Agreement Number Four for Cranston Engineering Group in the amount of \$63,291.00. Funds are available in the project engineering account.

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

Special 1% Sales Tax, Phase IV	\$ 2,782,000
--------------------------------	--------------

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

	By Basin	By District
Raes Creek	\$2,782,000	7th \$2,782,000

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# 324-041110-201824333

**CAPITAL PROJECT BUDGET
WRIGHTSBORO ROAD WIDENING, PHASE I
(Augusta West Parkway to Marks Church Road)**

<u>SOURCE OF FUNDS</u>	<u>CPB AMOUNT CPB</u>	<u>CPB CHANGE</u>	<u>NEW CPB</u>
SPECIAL 1% SALES TAX, PHASE IV 324-04-1110-201824333	\$2,782,000	\$0	\$2,782,000
TOTAL SOURCES:	\$2,782,000	\$0	\$2,782,000
<u>USE OF FUNDS</u>			
ENGINEERING 324-04-1110-5212115-201824333	\$398,000	\$16,781	\$414,781
ADVERTISING 324-04-1110-5233119-201824333	\$2,000	\$0	\$2,000
CONTINGENCY 324-04-1110-6011110-201824333	\$2,382,000	(\$16,781)	\$2,365,219
TOTAL USES:	\$2,782,000	\$0	\$2,782,000

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

SUPPLEMENTAL AGREEMENT

Augusta Richmond County Project Number(s):	324-041110-201824333
Supplemental Agreement Number:	4
Purchase Order Number:	179102

WHEREAS, We, "**Cranston Engineering Group**" Consultant, entered into a contract with Augusta-Richmond County on "April 1, 2010", for engineering design services associated with the "**Wrightsboro Rd. Widening Phase I**", Project No. 324-041110-201824333, File Reference No. 10-014 (A), and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

*Engineering Services to include bike lanes to both sides
of the roadway and additional turn lanes*

It is agreed that as a result of the above described modification the contract amount is increased by **\$63,291.00** from **\$349,490.00** to a new total of **\$412,781.00**

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, "**Cranston Engineering Group**", Consultant, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Honorable Mayor, Deke Copenhaver

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

Title: _____ Item # 17