



**Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick GA 31520
Wednesday, July 15, 2020 at 1:00 PM
Commission Meeting Room**

FACILITIES COMMITTEE MEETING AGENDA

COMMITTEE MEMBERS:

**Committee Chairman Ben Turnipseed
Commissioner Bob Duncan
Commissioner Charles Cook
Deputy Executive Director LaDonnah Roberts**

PUBLIC COMMENT PERIOD

Public Comments will be limited to 3 minutes per speaker. Comments are to be limited to relevant information regarding your position and should avoid being repetitious. Individuals should sign in stating your name, address and the subject matter on which you wish to speak. Your cooperation in this process will be greatly appreciated.

APPROVAL

- 1. Minutes from June 17, 2020 Facilities Committee Meeting (*subject to any necessary changes*)**
- 2. Arco Engineering Award – T. Kline**
- 3. Advanced Metering Infrastructure & Meter Data Management System Contract – L. Roberts**
- 4. Infrastructure Dedication – T. Kline**

DISCUSSION

- 1. Magnolia Contract Changes – C. Dorminy**
- 2. Wastewater Flow Reports – L. Roberts**
- 3. Project Report – T. Kline**

MEETING ADJOURNED

*All citizens are invited to attend.
There is a possibility of a quorum of City or County Commissioners being present.*



Brunswick-Glynn County Joint Water & Sewer Commission
1703 Gloucester Street, Brunswick, GA 31520
Commission Meeting Room
Wednesday, July 15, 2020 at 1:00 PM

FACILITIES COMMITTEE MINUTES

PRESENT: **Ben Turnipseed, Chairman**
 Bob Duncan, Commissioner
 Charles Cook, Commissioner (via Microsoft Teams)
 Andrew Burroughs, Executive Director (via Microsoft Teams)

ALSO PRESENT: **Donald Elliott, Commissioner**
 Charlie Dorminy, Legal Counsel, H.B.S.
 Todd Kline, Director of Engineering
 LaDonnah Roberts, Deputy Director
 Pam Crosby, Director of Procurement
 Janice Meridith, Exec. Commission Administrator

MEDIA PRESENT: **None Present**

Chairman Turnipseed called the meeting to order at 1:00 PM.

Chairman Turnipseed provided the invocation.

PUBLIC COMMENT PERIOD

There being no citizens that wished to address the Committee, Chairman Turnipseed closed the Public Comment Period.

APPROVAL

1. Minutes from Facilities Committee Meeting June 17, 2020

Commissioner Duncan made a motion seconded by Commissioner Cook to approve the minutes from the Facilities Committee Meeting held on June 17, 2020. Motion carried 3-0-0.

2. Arco Engineering Contract Award – T. Kline

Mr. Kline briefly explained the background information related to the Arco Engineering Contract Award. He noted that the Request for Proposal on the Arco Project Engineering Services was released on May 12, 2020. The scope of work was to design water and sewer systems to the unserved customers in the boundary area from 5th Street to the south, Whitlock Street to the east, Newcastle Street to the west, and the Norfolk Southern rail spur to the north. Georgia Water Environmental Services completed a study for JWSC in 2019 and identified 268 unserved parcels within these boundaries. Mr. Kline detailed the eight tasks that were included in the RFP and designated for this project and identified the timing for each of these tasks to be completed. Seventeen firms attended the mandatory pre-proposal teleconference on May

27th, and eight of those firms responded to the RFP with proposals. Staff reviewed the proposals and recommended moving forward with an award to Thomas & Hutton Engineering Company in the amount of \$388,340.00. The amount and timeline for completion of services is in line with staff estimates, due to construction phase services being included in the firm's proposal total. This project is part of the 2020 Capital Projects Plan with an approved funding amount of \$300,000 for the engineering portion of the project. Thomas & Hutton's proposal includes services during construction in the amount of \$115,700, which will not be paid until construction begins. Mr. Kline provided that these services during construction are included in the construction budget. The design and bid phase services total \$272,640, leaving \$27,360 in the engineering budget. Mr. Kline noted that Chris Stovall from Thomas & Hutton was present along with a colleague to answer any questions the Commissioners may have.

Commissioner Duncan made a motion seconded by Commissioner Cook to move that the Facilities Committee recommend approval to the full Commission of the contract award for Engineering Services for Arco Area Water & Sewer Extension to Thomas & Hutton Engineering Co. in the amount of \$388,340.00.

Commissioner Cook asked what the residents of the 268 parcels in the area are doing at the present time for water and sewer services. Chairman Turnipseed replied that some have public water services, and Mr. Kline added that it was about 50% or better that have public water. The Chairman stated that everyone in the area are on septic tanks for sewer. Commissioner Cook then asked if there was going to be a charge for the users to connect into the system, and the Chairman responded that has not been decided yet. He added that JWSC has applied for some grant and loan assistance on this project.

Chairman Turnipseed asked Chris Stovall from Thomas & Hutton if they were going to be surveying for the sewage lines only in the streets and noted that JWSC wants those lines to be run in the most cost effective place. Mr. Stovall provided that there would be an initial meeting to determine where the best place to go is and added that he and Mr. Burroughs had already discussed it. Mr. Stovall stated that it would cost more to run the lines down the street due to repaving and if there were opportunities to go through the existing easements that will definitely be looked at. He noted that there may be only a few spots that this can be done in and in the first look at the project most of the lines are going to have to go in the streets. The Chairman asked what the right of way was in the area, and Mr. Stovall replied it was 50 to 60 feet. He added that the sewer lines were going to have to go down the middle of the streets in some locations, and the water lines would be able to go off the edge of the streets. With the alleys there being only 15 to 20 feet wide it would be difficult work down the alleys as well, and it would have to be decided which is the best way to go. Chairman Turnipseed then asked Mr. Burroughs if the original cost estimate included all the pavement removal. Mr. Burroughs provided that it included pavement removal and repaving of those roads, and that the original cost estimate of the study determined it would cost about \$3.5M of which over half of that was paving.

Motion carried 3-0-0.

3. Advanced Metering Infrastructure & Meter Data Management System Contract –

L. Roberts

Mrs. Roberts provided that she had included the background and staff report from the time this item was brought before the Commission on March 19, 2020 in the memo. At that meeting the Executive Director was authorized to negotiate a contract with Delta Municipal Supply Company. Since that time, they had been in contact with Delta and discussed how the cost of the project could be divided between a lump sum and a "not-to-exceed" value, and how JWSC proceeds from the pilot project phase into the subsequent phases. Mrs. Roberts stated that some language had been added to the draft contract that specifically speaks to those items. She added that Exhibit A contained the Scope of Work, and Exhibit B which is the Schedule and Compensation. She directed the Committee to Exhibit B and pointed out the statement, "The Company has committed to at least 48 months beyond the conclusion of the Pilot Project

and holding their price firm for JWSC.” Another point addressed was the Pilot Project and what was considered to be successful and how to move forward from the Pilot Project into subsequent phases. Paragraph three addresses the issue of what happens if the work is completed on one phase prior to the initial completion date shown in the Agreement, and that allows JWSC to move forward to the subsequent phases without changing other provisions of the Agreement. Mrs. Roberts also directed the Committee to the Schedule of Pricing showing the pricing for labor and material prices for those “not-to-exceed” values. Additionally the rest of Exhibit B contained lump sum pricing and not-to-exceed pricing. The amount staff is requesting authorization for at this meeting is a total of \$14,105,363.20 of which \$99,337.50 is the initial Pilot Project Phase.

Commissioner Duncan made a motion seconded by Commissioner Cook to move that the Facilities Committee recommend that the full Commission review and approve the contract for Advanced Metering Infrastructure and Meter Data Management System to be awarded to Delta Municipal Supply Co. in the amount of \$14,105,363.20.

Commissioner Duncan asked if in looking at the information for the number of units based on size, i.e. 5/8” and 1”, for each of the years does JWSC have the opportunity to adjust those throughout the project if it is deemed that it is better to move some activities forward and some back. Mrs. Roberts replied yes, and added, in the language about moving from phase to phase it allows JWSC the opportunity that if the project is ahead of schedule JWSC can continue to move ahead of schedule, it can be done through the supplier. She said that if JWSC wants to change the quantities, it can be done but those numbers were based on the existing meters within the system now and staff believes these are the quantities that will need to be provided, and added that if those quantities do vary change orders can be issued, or if we have the “not-to-exceed” funding to purchase those additional meters, it can be done. Commissioner Duncan asked if the Commission decided to move forward the larger meters, i.e. 4” or more, can that be done, and Mrs. Roberts advised it could.

Chairman Turnipseed asked if the contractor had seen the draft of the contract and all of the conditions, and Mrs. Roberts replied they have and are accepting of all the conditions. The Chairman then asked Mrs. Roberts to advise where the funding would come from. She responded that the initial phase would come from the reserve funding and subsequent phases would be paid for with a GEFA loan. Chairman Turnipseed asked what the status of the GEFA loan is. Mrs. Roberts said that application process has not opened yet. The Chairman questioned if JWSC does not receive the GEFA loan for some reason if the contract can be terminated, and Mrs. Roberts advised yes, unless JWSC decided to use other funding. The Chairman then asked if they had discussed the GEFA loan covering a five year project, and Mrs. Roberts advised that it would require two GEFA loans so there would be two, two year applications. Chairman Turnipseed asked if there would be any loan forgiveness, and Mrs. Roberts replied yes there would. Mr. Burroughs added that there would also be a one percentage point reduction on the interest rate due to the water conservation aspect. The Chairman asked if this would be a fifteen year payback, and Mr. Burroughs advised they had looked at a fifteen year payback given the life span of the assets being somewhere between fifteen and twenty years, and they did not want a loan payback longer than the life of the asset.

Motion carried 3-0-0.

4. Infrastructure Dedication – T. Kline

Mr. Kline provided that this was an infrastructure dedication along with an easement in a private development. The infrastructure was put in the ground by the developer in the small subdivision on St. Simons Island called Couper Place. He added that this was a typical thing that happens at the end of a developer project if the water and sewer is to be turned over to JWSC for ownership and maintenance.

One easement was required in the cul-de-sac for the water line. Mr. Kline noted that there were exhibits attached to the packet for the Commissioners' reference.

Chairman Turnipseed asked if these customers are on sewer, and Mr. Kline advised they are on water and sewer. Commissioner Cook asked what the Utility does during the time that the developer is putting in the infrastructure. Mr. Kline provided that for all water and sewer infrastructure, no matter whether it is private or ultimately to become part of the JWSC System as a public asset, JWSC is charged with ensuring that the water and sewer infrastructure is put into the ground per not only State minimum standards, but also per JWSC's minimum standards. During construction JWSC is involved with it all along the way doing construction observations, he added that there is a pre-con kick-off meeting with JWSC and the developer(s) prior to the start of the construction typically with every project depending on size; minor projects, no. This one did have a pre-con kick-off meeting. JWSC is with the contractor and developer every step along the way, for one reason is not only to ensure that the water and sewer infrastructure is put into the ground correctly per the approved plan per the standards, but for the record drawings which are very important for those who come behind us since the pipes cannot be seen under the ground. Mr. Kline added that the mapping is very important too. He continued that along the way, JWSC is observing officially only, but to ensure JWSC knows where the lines are and GPS'ing certain critical components and comparing that to the record drawings. JWSC also has to be sure that the infrastructure that goes into the ground meets JWSC standards, especially if it is going to be maintained by JWSC it must be done correctly. Commissioner Cook questioned if JWSC has inspectors on-site, taking photographs, and making sure that it is up to specs and what JWSC required. Mr. Kline replied yes, and added that JWSC gives it a project code for tracking JWSC's staff time to that project. JWSC is invested along the way to ensure that the infrastructure is put in correctly.

Commissioner Duncan made a motion seconded by Commissioner Cook to move that the Facilities Committee recommend that the full Commission review and approve the documents supporting acceptance of infrastructure and conveyance of water easement for Couper Place as public for ownership, operation and maintenance. Motion carried 3-0-0.

DISCUSSION

1. Magnolia Park Contract Changes – C. Dorminy

Mr. Dorminy advised that this discussion item relates to the Magnolia Park Water System Improvements MOU with the City that was considered by JWSC earlier this year. This Project is for roadway and drainage improvements within the Magnolia Park Subdivision, and also for replacing water system infrastructure by JWSC. Previously JWSC had entered into a MOU with the City to cost-share for the Engineering Services to design, bid and manage the contract. Mr. Dorminy noted that earlier in the year staff brought an MOU related to this Project of which JWSC voted on the MOU and passed it. The City did not ever consider the MOU, and now it has come to JWSC that the City would like to delay the Project to some extent. JWSC has spoken with the City Engineering Division and voiced that JWSC would like to move forward on the water portion of the Project, and JWSC has proposed new timelines for the Project. Mr. Dorminy explained that the timelines in the contract between the City and the contractor would contain liquidated damages. The City has now advised that they would like to add to the MOU between the City and JWSC a provision regarding sharing any attorney's fees or any enforcement fees, costs associated with the enforcement of the contract between the City and the contractor. JWSC staff has considered this and he has reviewed and together they believe it is reasonable to share the costs in that regard. Mr. Dorminy has revised the MOU to address this, however JWSC is still waiting on the City for some confirmation of a couple of items before bringing the contract back before JWSC. Mr. Dorminy commented that this was brought before the Commission today to update the Commission and to discuss the fact that JWSC would be sharing the costs with the City regarding

enforcement of the contract between the City and the contractor. Mr. Dorminy clarified that the MOU between the City and JWSC is actually an Inter-Governmental Agreement.

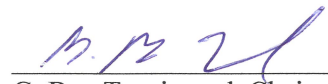
2. Wastewater Flow Reports – L. Roberts

Mrs. Roberts presented the Water Pollution Control Plants' Flow Reports to the Committee. For the Academy Creek Plant the rainfall for the month of June was the highest it has been for 6 months, and not only is the overall total high, but the peak daily value rainfall totals of 3.2 inches had a larger effect on the plant flows than a normal monthly rainfall would. She noted that the overall flow for Academy Creek was at 58% capacity due to the increased rainfall. The effluent concentrations showed increases in the total suspended solids the ammonia and the fecal coliform which were due to the high flow days from the rain. For the Dunbar Creek Plant the flow capacity was at 90%, and staff is in the process of examining those pump run times to locate what is an apparent source of inflow and infiltration. Mrs. Roberts moved on to the Southport Plant flow report, and provided that no sludge was hauled for the month of June due to there being adequate digester capacity, given the low flow at that particular location. The Commissioners were then directed to the influent concentrations, and Mrs. Roberts noted that the phosphorus number was at 4.50. Staff is treating this with the addition of alum and also monitoring this in working to decrease that value.

3. Project Report – T. Kline

Mr. Kline noted that there had been a previous request for pictures from the Sea Palms and Altama Avenue Lining Projects. He provided those along with a very detailed explanation/discussion of each photograph during the update for the Sea Palms and Altama Avenue CIPP Projects. Chairman Turnipseed asked Mr. Kline if he would provide photographs of the manholes being rehabbed on Whitlock Street at the next Facilities Committee Meeting. Mr. Kline noted that at the last meeting, a column containing the Projected Completion Date for each project was requested. This column was added to the report for quick reference on expected completions. Mr. Kline presented an update on each of the Projects listed on the Project Report to the Commissioners. Commissioner Cook asked Mr. Kline if during the process for Project 906, Water Pollution Rehab at Academy Creek and Dunbar, a PowerPoint presentation of an overview of all the things that are planned to be done at the two plants could be provided, not only for the Commission but also for the community. Mr. Burroughs agreed this could be done with all details and estimated costs for each item included, and would have that ready for the next Facilities Committee Meeting. Commissioner Elliott asked if CIPP was a capability that JWSC should have in-house so that it is not necessary to contract this work out considering all of the pipes JWSC has in the system. Mr. Kline provided that this would be quite an investment and also is a very skilled trade; and added that it could certainly be evaluated, however it is one large investment to be able to do CIPP in-house. Commissioner Elliott commented that he would like someone to rough out a cost estimate to see if it made sense to do a cost-benefit analysis. He added he doesn't want to take something on if we are not going to be good at it, but at the same time he does not want to continue paying a lot of money to a contractor when it sounds like something we can do ourselves if we trained our people and bought the equipment. Mr. Kline completed his discussion of the project report update.

There being no further Committee business, Chairman Turnipseed adjourned the meeting at 2:04 p.m.



G. Ben Turnipseed, Chairman

Attest:



Janice Meridith
Executive Commission Administrator



Brunswick-Glynn County

Joint Water and Sewer Commission

Memorandum

To: Facilities Committee
From: LaDonnah Roberts, Deputy Executive Director
Date: Wednesday, July 15, 2020
Re: APPROVAL – Contract Award for Engineering Services for Arco Area Water & Sewer Extension

Background

JWSC released Request for Proposal No. 20-032 Engineering Services for Arco Area Water & Sewer Extension on Tuesday, May 12, 2020. The Scope of Work includes designing water and sewer systems to serve unserved customers bounded by 5th Street to the South, Whitlock Street to the East, Newcastle Street to the West, and the Norfolk Southern rail spur to the North. A study completed by GWES, LLC in 2019 identified 268 unserved parcels within these boundaries. The following tasks were designated for this project:

- Task 1: PER Review
- Task 2: Field Surveying Services
- Task 3: Easement Preparation Services
- Task 4: Construction Plans and Specifications
- Task 5: Permitting Services
- Task 6: Construction Bid Phase Services
- Task 7: Construction Phase Services
- Task 8: Record Drawings

The first six (6) tasks are to be completed within one hundred eighty (180) days of the Engineer receiving a signed Notice to Proceed. Task 7 shall run concurrently with the Construction phase of this project and the Engineer will have thirty (30) days to complete Task 8 following final completion of construction. A mandatory pre-proposal teleconference call was held on Wednesday, May 27, 2020, and was attended by seventeen (17) engineering firms.

Staff Report

Eight (8) firms responded to the RFP with proposals on Tuesday, June 16, 2020. The responding firms are listed below:

- EMC Engineering Services, Inc
- GWES, LLC
- Hussey, Gay, Bell, Inc. Consulting Engineers
- Kimley-Horn & Associates, Inc
- Lovell Engineering Associates, P.C
- Roberts Civil Engineering, LLC
- Thomas & Hutton Engineering Co.
- T.R. Long Engineering, P.C

After reviewing the proposals, staff recommends moving forward with an award to Thomas & Hutton Engineering Co. in the amount of \$388,340.00. The amount and timeline for completion of services is in line with staff estimates, due to construction phase services being included in the firm's proposal total.

Funding Source

This project was approved as part of the 2020 Capital Projects Plan. It is Project 2016 with an approved funding amount of \$300,000. Please note that project budget is for engineering only as funding for construction has not yet been allocated. Thomas & Hutton's proposal includes services during construction in the amount of \$115,700. These tasks will not be paid until construction begins. The construction budget will include funding for these services. Design and bid phase services total \$272,640, leaving \$27,360 in the engineering budget.

Recommended Action

Staff recommends moving forward with an award to Thomas & Hutton Engineering Co. in the amount of \$388,340.00 for Engineering Services for Arco Area Water & Sewer Extension.

Recommended Motion

“I move that the Facilities Committee recommend approval to the full Commission of the contract award for Engineering Services for Arco Area Water & Sewer Extension to Thomas & Hutton Engineering Co. in the amount of \$388,340.00.”

Enclosures

Evaluation Matrix



PROPOSAL EVALUATION MATRIX
RFP No. 20-032 Engineering Services for Arco Area Water and Sewer Extensions
Project No. 2016

		Thomas & Hutton Engineering Co.			Hussey, Gay, Bell, Inc. Consulting Engineers			GWES, LLC			Kimley-Horn & Associates, Inc			T.R. Long Engineering, P.C			Lovell Engineering Associates, P.C			EMC Engineering Services, Inc			Roberts Civil Engineering, LLC		
		Evaluator			Evaluator			Evaluator			Evaluator			Evaluator			Evaluator			Evaluator			Evaluator		
Evaluation Criteria	Possible Points	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3	#1	#2	#3
General Experience of the Firm	10	9	10	10	8	10	10	8	5	10	8	10	10	9	4	10	9	5	10	9	4	10	7	2	10
Specific Experience of Proposed Personnel	20	17	15	20	18	15	20	17	10	20	17	15	20	17	10	20	18	10	20	18	12	20	12	5	20
Demonstrated Understanding of Project Objective and Scope	30	24	30	28	25	20	28	20	15	26	24	20	25	27	10	28	25	10	28	25	15	26	20	20	21
Clarity of Project Timeline and Deliverables	25	21	25	22	20	20	22	22	12	21	20	20	20	21	12	23	21	10	23	20	12	20	15	10	20
Pricing	15	9	9	9	8	8	8	15	15	15	6	6	6	10	10	10	10	10	10	8	8	8	13	13	13
COMBINED SCORE		258			240			231			227			221			219			215			201		
AVERAGE SCORE		86			80			77			76			74			73			72			67		

Pricing Points Based on Percentage

Firm	Price Rank	Points Awarded
GWES, LLC	Low Price	15
Roberts Civil Engineering, LLC	2nd	13
LEA, PC	3rd	10
TR Long Engineering, PC	4th	10
Thomas & Hutton Engineering Co.	5th	9
Hussey Gay Bell & DeYoung Inc., Consulting Engineers	6th	8
EMC Engineering Services, Inc.	7th	8
Kimley-Horn And Associates, Inc.	8th	6



Brunswick-Glynn County

Joint Water and Sewer Commission

Memorandum

To: Facilities Committee
From: LaDonnah Roberts, Deputy Executive Director
Date: Wednesday, July 15, 2020
Re: APPROVAL – Advanced Metering Infrastructure & Meter Data Management System

Background

The BGJWSC has been upgrading its AMR “drive-by” system, investing in cellular endpoint-based technology for its water meter infrastructure for several years. The BGJWSC currently reads over 2,000 of its AMR meters manually each month. The rate of AMR failure of the remaining 28,000 meters due to batteries reaching the end of their lifespan increases monthly.

Staff Report

As a solution to this issue, the JWSC issued a Request for Information on August 21, 2019. This RFI asked potential respondents to provide the BGJWSC with information regarding their respective AMI and MDM systems. Ten (10) firms responded to the initial RFI. Response to the RFI was a requirement to submit a proposal for the RFP that was subsequently issued by the BGJWSC on November 27, 2019. A mandatory pre-proposal meeting was held for this solicitation on December 18, 2019, and seventeen (17) firms participated. Proposals were due to the BGJWSC Office of Procurement on January 28, 2020. Seven (7) proposals were received from the following seven firms:

- AmCoBi – American Conservation & Billing Solutions, Inc
- Consolidated Pipe & Supply Company
- Core & Main LP
- Delta Municipal Supply Company
- Ferguson Waterworks
- Georgia Power
- Utility Metering Solutions

After conducting a comprehensive evaluation and interview process, BGJWSC staff determined that Delta Municipal Supply Company (“Delta”) offers the best solution to the current issue of AMI and MDMS, while also providing the most cost-effective options. At the March 19, 2020 Commission meeting, the Board granted the Executive Director authority to enter into negotiations with Delta. BGJWSC staff now desires to enter into a contract with Delta, funding for which is primarily intended to be a GEFA loan, but the Pilot Project phase will be funded with existing reserves.

Recommended Action

BGJWSC staff recommends entering into a contract with Delta Municipal Supply Company for installation of an Advanced Metering Infrastructure and Meter Data Management System at the cost of \$14,105,363.20, which includes the Pilot Project phase of funding totaling \$99,337.50. The presented contract draft includes language requested by the Board to address issues such as funding or performance that could impact future phases of the project.

Recommended Motion

“I make a motion that the Facilities Committee recommend that the full Commission review and approve the contract for Advanced Metering Infrastructure and Meter Data Management System to be awarded to Delta Municipal Supply Company in the amount of \$14,105,363.20.”

ADVANCED METERING INFRASTRUCTURE AND METER DATA MANAGEMENT SYSTEM

THIS AGREEMENT (this "Agreement") for goods and services relating to the installation of an Advanced Metering Infrastructure and Meter Data Management System for the Brunswick-Glynn County Joint Water and Sewer Commission (the "Commission") is made and entered into as of the 16th day of July, 2020 (the "Effective Date"), by and between Delta Municipal Supply Company, Inc. (the "Company"), 408 Jesse Cronin Road, Braselton, GA 30046, and the Commission, whose address for the purposes of this Agreement is 1703 Gloucester Street, Brunswick, GA 31520 (collectively, the "Parties").

WITNESSETH THAT:

WHEREAS, the Commission has solicited requests for offers for the installation of an Advanced Metering Infrastructure and Meter Data Management System pursuant to Request for Proposal No. 20-028; and

WHEREAS, the Company has submitted its Proposal in response to the RFP, including acknowledgement of Addenda 1 – 4; and

WHEREAS, the Parties desire to document the terms and conditions of the Parties' Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

Section 1 BASIC AGREEMENT

1.1. *Work and Price.* The Commission will pay the Company to perform the Scope of Work ("the Work") described in the attached Exhibit "A", Scope of Work in accordance with the attached Exhibit "B", Schedule and Compensation.

1.2. *Time.* The Work shall be completed in the timeframe shown in the attached Exhibit "B", Schedule and Compensation.

1.3. *Company and Commission Representatives.* Both the Company and the Commission shall appoint representatives (the "Company's Representative" and "Commission's Representative" respectively) who shall have the full authority to transmit instructions, receive information, and to generally provide the decisions of the Company and Commission with respect to all matters arising from the terms of this Agreement, unless otherwise specifically provided in this Agreement. However, any Change Orders to this Agreement must be approved by the Commission's governing body prior to any additional costs being incurred. When this Agreement requires the Company or Commission to give or receive notice, notice must be given by or

directed to the Company's Representative or the Commission's Representative as appropriate. **Edries Rahman** shall serve as the Company's Representative for this Agreement, and **Andrew Burroughs** shall serve as the Commission's Representative for this Agreement. Either the Company or the Commission may designate a substitute Representative to act under this Section 1.3 by delivering notice to the other pursuant to Section 6 below.

Section 2

WARRANTY AND MUTUAL LIMITATIONS OF LIABILITY

2.1 Warranty. Company warrants that the Work will be performed, within the limits prescribed by the Commission as set forth in the Agreement, including the attached Exhibits, and Company shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. To the maximum extent permitted by applicable law, the warranties set forth in this paragraph and the attached Exhibit "D", Warranties is exclusive and in lieu of all other warranties, express, implied, or statutory, including but not limited to warranties of merchantability and/or fitness for a particular purpose or title. The Company will provide a one (1) year warranty against defective workmanship. For meter installations the Company will be responsible for defects within twelve inches (12") either side of meter set. The sole liability of Company relating to the services shall be limited to re-performing at Company's expense any services performed by Company which have failed to meet the above warranty, if such failure is promptly reported to Company not later than 365 days following completion of the applicable services. The foregoing remedy for workmanship shall be the Commission's sole and exclusive remedy for any failure of Company to comply with its warranty obligations and is expressly made in substitution of any and all remedies otherwise provided. Product warranty details are further set out in the attached Exhibit "D", Warranties.

2.2 Limitation for Indirect Damages. To the maximum extent permitted by applicable law, in no event will either party be liable to the other for consequential, exemplary, incidental, or indirect damages or costs, including without limitation, lost profits or revenues, or otherwise in connection with the Work to be performed under this Agreement, even if the other party has been advised of the possibility of such damages or cost.

2.3 Cap on Damages. Except with respect to liability for either party's gross negligence or willful misconduct, in no event will either party be liable to the other party regardless of claim or action, in an amount that exceeds the Price provided in Section 1.1 to this Agreement.

2.4 Reliance on Limitation of Liability. The parties acknowledge that Company has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth therein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitation and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

2.5 Force Majeure. Neither party shall be liable for and will not be responsible to the other for any delay or failure to perform under this Agreement if such delay or failure results from any act or cause beyond the reasonable control of the affected party if and to the extent that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the execution of the Agreement; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party ("Force Majeure Event").

This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance. If either party is unable to perform under this Agreement because of the occurrence of a Force Majeure Event lasting more than thirty (30) days, then the other party may terminate the affected Work upon written notice to the other party.

2.6 Indemnification. Company agrees to indemnify Commission, its commissioners, executives, and employees, against and hold them harmless from, any and all claims, demands, damages, actions, cause of action, court costs, attorney's fees, and other expenses of any kind that may arise out of, be connected with, or result from Company's performance of this Agreement. Upon notice and demand from Commission, Company shall promptly assume full responsibility for the defense, at Company's expense, of any claim, demand, proceeding or action that may be brought (or threatened to be brought) against Commission alleging any loss or damage resulting from Company's performance of this Agreement. Notwithstanding the foregoing, Company shall have no duty to indemnify Commission in the event of Commission's sole negligence.

Section 3
COVENANTS AND REPRESENTATIONS

3.1 *Work in Accordance with the Agreement.* The Company shall provide all the goods and products and perform the Work in accordance with the Agreement, including all Exhibits, and the Commission shall pay the Company the compensation set forth in accordance with the other terms set forth in this Agreement.

3.2 *Authority to Enter Agreement.* The persons negotiating and executing this Agreement on behalf of the Parties have the full right, power, and authority to enter into, execute and perform this Agreement in accordance with the terms hereof, and when executed and delivered, this Agreement will constitute a valid and binding obligation of the Parties and will be enforceable in accordance with the terms thereof.

3.3 *Independent Contractor.* Company is an independent contractor, and neither Company nor Company's employees or contract personnel are, or shall be deemed, Commission employees. In its capacity as an independent contractor, Company agrees and represents, and Commission agrees, as follows:

3.3.1 Company has the right to perform services for others during the term of this Agreement;

3.3.2 Company has the sole right to control and direct the means, manner, and method by which the services and work required by this Agreement will be performed. Company shall select starting and quitting times, days of work, and order the work is performed;

3.3.3 Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement;

3.3.4 Neither Company's employees nor Company's contract personnel shall be required to wear any uniforms provided by Commission. All Company field representatives will wear a Company uniform shirt clearly marked with its name and logo and identify themselves as employees of Company.

3.3.5 The services required by this Agreement shall be performed by Company, Company's employees, or contract personnel, and Commission shall not hire, supervise, or pay any assistants to help Company;

3.3.6 Neither Company nor Company's employees or contract personnel shall receive any training from Commission in the professional skills necessary to perform the services required by this Agreement.

Section 4
PAYMENTS AND FEES

4.1 *Cost.* The Commission shall pay the Company the compensation as provided in the attached Exhibit “B” (plus any Change Orders approved by the Parties pursuant to this Agreement).

4.2 *Timing of Payments.* The Commission shall make progress payments on the Lump Sum items in Exhibit “B” within 30 days of the receipt of Company’s invoice, based upon estimates of work accomplished which meets the standards of quality established under the Agreement. Any Not-to-Exceed costs will be invoiced separately, and the invoices will provide, at a minimum, description of work, location of work, hours of labor, and materials/supplies utilized in accordance with the Schedule of Pricing shown in Exhibit “B”.

4.3 *Payment Schedule.* A breakdown of the total Agreement Price showing the amount included therein for each principal category of the Work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments (the “Payment Schedule”), is attached as Exhibit “B” hereto. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the Price.

Section 5
CHANGE ORDERS

The Parties may, from time to time, make changes to the Work to be performed in this Agreement, including changes in the specifications, drawings, designs, and method or manner of performance of the Work, provided that the Parties agree to modify the Work set out in the attached Exhibit “A” by executing a Change Order signed by both Parties. No Change Order shall be binding unless and until approved by a majority vote of the Commission.

Section 6
NOTICES

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and given or served either in person, by statutory overnight delivery, or by United States Mail, postpaid, registered or certified with Return Receipt Requested, showing the name of the recipient and the date of delivery. Notices shall be addressed to the Company Representative and Commission Representative as identified in Section 1.3 of this Agreement and at the address as set forth in the introductory paragraph of this Agreement. Either party may, from time to time, by five (5) days’ prior written notice to the other party, specify a different agent or address to which notices can be delivered. Rejection or other refusal to accept a notice or inability to deliver a notice because of a changed agent or address of which no notice was given shall constitute receipt of the notice on the date when personal service is attempted or the date of the postmark, if mailed.

Section 7
GENERAL PROVISIONS

7.1 *Non-Waiver.* No failure of the parties to exercise any right or power given to the Parties under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement, shall constitute a waiver of the parties' right to demand exact and strict compliance with the terms and conditions of this Agreement.

7.2 *Continuity.* Each of the provisions of this Agreement shall be binding upon and inure to the benefit and detriment of the Company and the Commission and the heirs, devisees, legatees, legal representatives, successors and assigns of the Company and the Commission.

7.3 *Time is of the Essence.* All time limits stated herein are of the essence of this Agreement.

7.4 *Captions.* The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should not be regarded in construing this Agreement.

7.5 *Governing Law.* This Agreement shall be construed according to the laws of the State of Georgia. The parties' rights and obligations shall be governed by the terms of this Agreement and Georgia law.

7.6 *Mediation.* If a dispute arises, the parties shall notify one another in writing setting forth the dispute and the party's position about the dispute and proposal for the resolution thereof. The Parties shall mediate any and all disputes relating to this Agreement, prior to the filing of any litigation relating to this Agreement.

7.7 *Jurisdiction and Venue.* The parties agree that any civil action, arbitration or mediation of any dispute arising under this Agreement shall take place in Glynn County, Georgia. Company and Commission further agree and stipulate to the jurisdiction and venue of the Superior Court of Glynn County, Georgia, for any civil action arising under this Agreement.

7.8 *Continuing Obligations.* During the pendency of any dispute, the Parties will continue to perform the obligations imposed upon them under this Agreement to the fullest extent possible, consistent with their positions in dispute.

7.9 *Assignment.* Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

7.10. *No Third Party Beneficiaries.* This Agreement gives no rights or benefits to anyone other than the Company and the Commission.

IN WITNESS WHEREOF, the Company and the Commission have caused these presents to be duly signed, sealed and delivered on the day, month, and year first above written.

DELTA MUNICIPAL SUPPLY COMPANY, INC., (the "Company")

By: _____

Name: _____

Title: _____

Date: _____

BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION, (the "Commission")

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

SCOPE OF WORK

The Company will furnish the necessary components for the design, integration and implementation of an Advanced Metering Infrastructure (AMI) and Meter Data Management System (MDMS) into the Commission's enterprise(s) which will support data collection and billing from AMI meters and enable the many other benefits available from AMI and MDMS. A redundancy for AMR must be provided in the event that AMI fails, and the system must adhere to best security practices. The scope of the work shall also include the configuration and integration of Harris ERP's Innoprise CIS Software and ESRI based GIS survey-grade mapping. The Company will also furnish Software as a Service ("SaaS") and Network as a Service ("NaaS") as further described in the attached Exhibit "C", Software as a Service and Network as a Service Agreements.

Additionally, the work includes the design and installation of all aspects of the system, including without limitation, purchase and installation of the following components as needed to properly operate the system: meters, meter boxes, lids, backflow preventers (up to and including 2" meters), registers, transmitters, and antenna mounts. All other endpoint equipment associated with the proper operation of the meters such as collectors/repeaters and other field equipment shall also be provided and installed by the Company.

Further, the Company will provide, at a minimum, technical training consisting of at least one week of initial on-site training for administration, customer service, and technician-level training, then a second week of on-site training within a year of completion of Pilot Project installation for follow-up training. All cost totals for initial training are included in the compensation. Also, the Commission will be able to send up to five people each year to the Company's annual users' group conference without a meeting attendance cost for the first two years of installation of the fully-integrated AMI/MDMS system.

The Company confirms that the proposed system meets or exceeds the following requirements of the Commission:

Water Meter Setup

- Analog display capable of being read and registering flow in the event of battery failure.
- Metal threads on meter connections shall be required.
- A redundancy for AMR in the event that AMI fails.
- Automated reading of all meters at least once per day and storage of those readings, with preference being given to systems that read water meters that provide hourly usage data (but report their readings only once per day).

- Leak Detection, including sending texts, emails, or “robo-calling” customers with possible leaks as a feature in the Head End.
- Systems with modules that fit NICOR connector ports on water meters with low rates of failure due to water ingress or other factors.
- Systems with water meters and modules that can work after being regularly submerged.
- Systems with modules that last at least 10 years.
- Systems that flag water meter tampering.
- Demonstrated alternatives to using meter mesh network communication, including “drive by”, cellular or other means.

Customer Service

- Ability to store and easily see past usage patterns by customer service employees including querying and graphing for easy sharing with customers via .pdf or other similar format.
- Ability to query usage data from a variety of parameters to allow user creation of various reports (total water used by all meters during a month, or total water used by a certain rate class during a month, high flow compared to residential equivalent unit [REU] standard of 300 gallons per day and potential leak, etc.)
- Customer data presentation via a secure online portal. A full-featured customer portal shall include daily usage graphing, conservation evaluation compared to daily usage limits established by the utility and adjustable by the customer for daily water budgeting. Notification of excess usage or potential leak shall be made available via text, email or both.
- Any cost to be incurred by the Commission for customer portal access are included in the compensation for the Pilot Project and subsequent phase-in yearly approach with an expectation that each customer represented by the meter change out will have access to the portal.

Information Technology

- Initially, system to be remotely hosted with backup servers to be located in at least one other location geographically distant from the primary server by at least five hundred miles.
- 24/7 service if the system should require emergency support.
- System to have minimum of AES 128-bit encryption.

- System's head end to meet the latest standards of The Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), cyber-security protocol. SaaS servers to undergo annual penetration testing.
- Physical and cyber security features are used to protect any intelligent electronic devices (meters, collectors, etc.) from typical threats. System upgrades and software patches are administered to minimize security risks.
- Host intrusion detection system to perform a variety of integrity checks to detect attempted unauthorized access and alert administrators of the AMI system to these attempts
- System components satisfy compliance with IEEE and ANSI.

Head End Administration

- System has administrative ability to grant access to certain portions of the AMI /MDMS system to certain users and change access as necessary.
- The System shall show and retain a minimum of three (3) years of hourly usage history for all utility accounts.
- System shall identify and present problematic data to operators for resolution before it reaches the Commission's billing system.
- System shall provide standard reporting for meter exceptions, meter reads, meter events, communications, exceptional consumption, and continuous consumption.
- System shall have the ability to view raw, processed, and validated data.
- System shall be able to maintain up to 36-month history of meter data.
- System shall display meter data in a Graphical User Interface (GUI), in tables, and via database ties.
- System shall have the ability to manually insert raw register read or perform validation for a given meter.
- System shall provide an instant "snapshot" of the entire utility system.
- SaaS data shall be secured in Tier IV SSAE 16 certified data centers.
- SaaS data shall be stored securely in more than one datacenter.
- SaaS data files shall have scheduled backups and be properly stored in a secure location.

- SaaS data is the property of the Commission and shall not be copied, shared, or sold by the Company.
- System shall promptly notify the Commission of any unauthorized access of Commission data. SaaS database shall be fully retrievable by the Commission.

Overall

- Implementation of this system must be done on a “live” basis as the Commission presently has billing read periods scheduled out each month. As a result, both timing and sequence of locations selected for change-outs must be approved by and coordinated with the Commission.
- Any propagation study needed to determine the appropriate number of field collection devices is included in the cost of the Pilot Project.
- The Company has identified all third-party items necessary to implement, operate, and maintain this system and estimated costs for these on a one time and ongoing bases, and those costs are included in the compensation.
- The Company and its subcontractor will compose “Meter Installation Guidelines” to address such issues as anomalies encountered during meter installation, data exchange files, quality assurance, work hours, worker identification, disposal of old equipment, and delivery/storage/protection of materials & supplies. The Company will submit these Guidelines to the Commission for their review and approval prior to beginning the Work, and the Parties will work in good faith to incorporate mutually-agreed revisions to the Guidelines to address similar issues that arise during the performance of the Work.

EXHIBIT "B"

SCHEDULE AND COMPENSATION

The initial pilot project phase ("Pilot Project") is anticipated to take no more than six (6) months from the time it commences, allowing time for the work to be performed and for the Commission to review. The Company has provided Pilot Project pricing and will hold prices firm for at least forty-eight (48) months beyond the conclusion of the Pilot Project.

The Commission reserves the right to cease the Pilot Project and forego any additional implementation at any time for reasons including, but not limited to, the following: lack of funding; poor performance (i.e., cost over-runs, rework, late completion) of a similar installation at another utility; poor performance on this Pilot Project; or change in the financial condition of the Company that would materially affect the ability of the Company to perform under this Agreement. Should the Company be successful in the Commission's sole discretion in the Pilot Project then it is the Commission's intention to move forward with the full implementation of the selected system using a phased-in approach. The Commission therefore expects that following the Pilot Project, full implementation of the project will be completed within the following forty-eight (48) months.

In the event work is completed by the Company and accepted by the Commission in advance of any phase's noted completion date then the Parties may mutually agree to proceed to the next phase of implementation without altering other provisions of the Agreement.

The *Schedule of Pricing*, below, will be utilized for the Not-to-Exceed ("NTE") compensation allowance in each phase. Any costs in excess of each phase's NTE allowance must be approved by the Commission via the Change Order process in advance of the costs being incurred.

Schedule of Pricing for NTE Labor & Materials		
Description	Material	Labor*
5/8" x 3/4" - 1" Meter Box	\$ 22.00	\$ 32.00
1 1/2" - 2" Meter Box	\$ 135.00	\$ 85.50
5/8" x 3/4" Dual Check	\$ 23.50	\$ 37.50
1" Dual Check	\$ 31.50	\$ 37.50
1 1/2" Backflow Double Check	\$ 267.05	\$ 330.00
2" Backflow Double Check	\$ 364.20	\$ 330.00
Replace 5/8"-3/4" Curb Stop	\$ 48.80	\$ 63.00
Replace 1" Curb Stop	\$ 89.75	\$ 65.00
Large Meter Replumbing (per crew hour)		\$ 265.00
Excessive Root Removal (2" dia & larger)		\$ 55.00
Insert Hole in Cast Iron Lid		\$ 5.00
Insert Hole in Plastic Lid		\$ 2.80

*per installation unless otherwise noted

Pilot Project (YR1)

Anticipated Start Date (no later than): **August 1, 2020**

Completion Date: **January 31, 2021**

Line Item	Quantity	Lump Sum		NTE
		Unit Cost	Subtotal	
Survey-Grade GPS	1	\$ 3,250.00	\$ 3,250.00	
Pilot 5/8"	200	\$ 292.25	\$ 58,450.00	
Pilot 1"	50	\$ 352.75	\$ 17,637.50	
Pilot Project Subtotal		\$	79,337.50	\$ 20,000.00

Minimum of two (2) installers for Pilot Project

Minimum of fifteen (15) meters per working day

Project Year 2 (YR2)

Anticipated Start Date (no later than): **February 1, 2021**

Completion Date: **December 31, 2021**

Line Item	Quantity	Lump Sum		NTE
		Unit Cost	Subtotal	
AMI Head End Server Software	1	\$ 22,000.00	\$ 22,000.00	
Customer Portal Annual Cost	1	\$ 14,292.00	\$ 14,292.00	
AMI Endpoint & Networking Equipmt	1	\$ 185,000.00	\$ 185,000.00	
MDMS Head End Server Software	1	\$ 3,600.00	\$ 3,600.00	
MDMS Head End Hosted Software Annual Costs	1	\$ 14,689.00	\$ 14,689.00	
MDMS Head End Server Training	1	\$ 1,700.00	\$ 1,700.00	
5/8"	5,715	\$ 292.25	\$ 1,670,208.75	
1"	1,651	\$ 352.75	\$ 582,390.25	
1.5"	60	\$ 766.25	\$ 45,975.00	
2"	140	\$ 891.25	\$ 124,775.00	
3"	40	\$ 2,447.50	\$ 97,900.00	
4"	62	\$ 3,077.50	\$ 190,805.00	
6"	20	\$ 4,887.50	\$ 97,750.00	
8"	2	\$ 12,768.75	\$ 25,537.50	
Year 2 Subtotal		\$	3,076,622.50	\$ 550,000.00

Minimum of four (4) installers for Year 2

Minimum of sixty (60) meters per working day

Project Year 3 (YR3)

Anticipated Start Date (no later than): January 1, 2022

Completion Date: December 31, 2022

Line Item	Quantity	Lump Sum		NTE
		Unit Cost	Subtotal	
Customer Portal Annual Cost	1	\$ 28,134.00	\$ 28,134.00	
MDMS Head End Hosted Software Annual Costs	1	\$ 28,915.50	\$ 28,915.50	
5/8"	5,715	\$ 292.25	\$ 1,670,208.75	
1"	1,651	\$ 352.75	\$ 582,390.25	
1.5"	60	\$ 766.25	\$ 45,975.00	
2"	140	\$ 891.25	\$ 124,775.00	
3"	40	\$ 2,447.50	\$ 97,900.00	
4"	62	\$ 3,077.50	\$ 190,805.00	
6"	20	\$ 4,887.50	\$ 97,750.00	
8"	2	\$ 12,768.75	\$ 25,537.50	
Year 3 Subtotal		\$	2,892,391.00	\$ 550,000.00

Minimum of four (4) installers for Year 3

Minimum of sixty (60) meters per working day

Project Year 4 (YR4)

Anticipated Start Date (no later than): January 1, 2023

Completion Date: December 31, 2023

Line Item	Quantity	Lump Sum		NTE
		Unit Cost	Subtotal	
Customer Portal Annual Cost	1	\$ 41,976.00	\$ 41,976.00	
MDMS Head End Hosted Software Annual Costs	1	\$ 43,142.00	\$ 43,142.00	
5/8"	5,715	\$ 292.25	\$ 1,670,208.75	
1"	1,651	\$ 352.75	\$ 582,390.25	
1.5"	60	\$ 766.25	\$ 45,975.00	
2"	140	\$ 891.25	\$ 124,775.00	
3"	40	\$ 2,447.50	\$ 97,900.00	
4"	62	\$ 3,077.50	\$ 190,805.00	
6"	20	\$ 4,887.50	\$ 97,750.00	
8"	2	\$ 12,768.75	\$ 25,537.50	
Year 4 Subtotal		\$	2,920,459.50	\$ 550,000.00

Minimum of four (4) installers for Year 4

Minimum of sixty (60) meters per working day

Project Year 5 (YR5)

Anticipated Start Date (no later than): January 1, 2024

Completion Date (no later than): June 30, 2024

Line Item	Quantity	Lump Sum		NTE
		Unit Cost	Subtotal	
Customer Portal Annual Cost	1	\$ 55,778.40	\$ 55,778.40	
MDMS Head End Hosted Software Annual Costs	1	\$ 57,327.80	\$ 57,327.80	
5/8"	5,715	\$ 292.25	\$ 1,670,208.75	
1"	1,651	\$ 352.75	\$ 582,390.25	
1.5"	54	\$ 766.25	\$ 41,377.50	
2"	130	\$ 891.25	\$ 115,862.50	
3"	37	\$ 2,447.50	\$ 90,557.50	
4"	60	\$ 3,077.50	\$ 184,650.00	
6"	19	\$ 4,887.50	\$ 92,862.50	
8"	2	\$ 12,768.75	\$ 25,537.50	
Year 5 Subtotal		\$	2,916,552.70	\$ 550,000.00

5-Year Project Subtotals

\$ 11,885,363.20 \$ 2,220,000.00

Minimum of four (4) installers for Year 5

Minimum of sixty (60) meters per working day

EXHIBIT “C”

SOFTWARE AS A SERVICE / NETWORK AS A SERVICE AGREEMENTS

SOFTWARE AS A SERVICE (SaaS)

1. Definitions:

- a. *Affiliated Parties* – employees, officers, directors, commissioners, agents, and financial, legal, and other advisors and affiliates (including a parent, subsidiary, or other related company) of a Party.
- b. *APIs*– the Company’s published application programming interfaces.
- c. *Application* – the Company’s SaaS application, Neptune 360.
- d. *Confidential Information* – any information that is not generally known outside the Discloser relating to any aspect of business of the Discloser, whether existing or foreseeable, including but not limited to: project files; product designs, processes; new or existing product development; production characteristics; testing procedures and results thereof; engineering evaluations and reports; know-how, trade secrets, business plans, financial statements and projections; Consumer lists and information; software and computer programs, including source code; training manuals; policy and procedure manuals; price and cost information; and any information received by the Discloser under an obligation of confidentiality to a third-party. A “Recipient” receives Confidential Information; a “Discloser” discloses Confidential Information.
- e. *Connectivity* – the ability for data collection Devices to send readings through a network to the Application, assuming the Devices are operational.
- f. *Consumer* – Commission’s clients, both residential and commercial.
- g. *Commission Data* – any data and non-public information provided to the Company by Commission.
- h. *Devices* – radio devices that interface with meters or other sensors and redistribute data over networks.
- i. *Documentation* – any user manuals, reference manuals, release, application and methodology notes, written utility programs and other materials in any form provided by the Company.
- j. *Indemnified Persons* – Commission or its Consumers or Affiliated Parties.
- k. *Initial Term* – as defined in Section 4.
- l. *Key* – a license key provided by the Company pertaining to the API.
- m. *Maintenance Window* – a scheduled outage of services for planned changes, upgrades, and/or repairs for the Application.
- n. *Service Level Representations* –as defined in Section 3.
- o. *Software as a Service (SaaS)* – a software model in which the Company’s Application is delivered on a subscription basis and managed remotely via an online network.
- p. *Term* – as defined in Section 4.

2. **Services.** Commission shall not use, and shall not permit the use of, the Service by any unauthorized third-parties. Unless mutually agreed in writing, the Services include only the following:

- a. Providing Commission secure access to the hosted Application;
- b. Providing application, server and Application monitoring, security monitoring, and database preventive

maintenance monitoring;

- c. Providing telephone support at 1-800-647-4832 Monday-Friday from 7:00am-5:00pm central time, excluding corporate holidays and email support at support@neptunetg.com;
- d. Providing updates, with prior notice via email, and upgrades to the Application.

3. Service Level Representations:

- a. *Availability.* The Company will use commercially reasonable efforts to provide at least 99% uptime of the SaaS Application, less Maintenance Windows.
- b. *Ticket Issuance.* The Company will open a trouble ticket upon the earlier to occur of: (i) when the Company first observes an issue; or (ii) when Commission first reports the issue. If an issue relates to Commission's system and the Company becomes aware of the issue, the Company will promptly report this information to Commission. Technical support hours are Monday-Friday from 7am-5pm Central Time. The Company's commitment is to open a ticket and respond to said ticket within 24 hours of issue identification.
- c. *Response Time.* The urgency and time to correct will be dependent upon the issue itself and its impact to the Commission to perform billing functions (a "Billing Impediment"). The Company shall prioritize the correction of any Billing Impediment and shall endeavor to correct such problems within 72 hours after issue identification. Other issues are considered a bug and fixes will be implemented upon an assigned software major or minor release schedule.
- d. *Service Failures.* If at any time during the Term a Billing Impediment goes unresolved within the window above, Commission's exclusive remedies include, at Commission's election, a credit for one (1) month of Service or termination of this Agreement with repayment of any prepaid fees on a prorated basis.

4. Term and Termination:

- a. The "Initial Term" of this Agreement is the Pilot Project as agreed upon in the attached Exhibit "B".
- b. *By Commission.* Commission may terminate this Agreement and any Exhibits at any time without cause prior to the expiration of the then current Term without refund.
- c. *By The Company.* The Company may immediately terminate this Agreement and any Exhibits should (a) Commission fail to cure its breach of this Agreement within 30 days of notice by the Company or (b) should Commission breach this Agreement in an incurable way.
- d. *Data Ownership and Rights upon Termination.* Any data and information provided to the Company by Commission or its Consumers ("Commission Data") remains the property of Commission. Commission grants to the Company the right and license to host, access, store, and use the Commission Data for the purposes of performance pursuant to this Agreement, including, but not limited to for the purposes of providing and maintaining the Service. Upon expiration or termination of this Agreement, the Company will no longer provide the Service and Commission may no longer use the Service. Following such expiration or termination, so long as Commission is current in all payments to the Company, upon the written request of the Commission made within thirty (30) days after the effective date of the expiration or termination, the Company will use commercially reasonable efforts to prepare for export or download any Commission Data, with such export or download to be made in a mutually agreed format. After such thirty (30) day period, the Company has no obligation to maintain or provide the Commission Data, and the Company shall delete or destroy all Commission Data (and all copies of Commission Data) in its systems or otherwise in its possession or control, unless prohibited by law.

5. Billing and Payment. Billing and Payment terms are as agreed upon in the Agreement and the attached Exhibit "B".

6. Force Majeure. The Company shall incur no liability of any kind to Commission due to (i) causes unrelated to

the Application or the provision of Services, including, but not limited to, any disruption in Commission's networks not administered by the Company or any disruption in the Internet or World Wide Web, or (ii) any other causes beyond the Company's reasonable control, including, but not limited to, acts of God, war, terrorism, electrical storm, wind storm, tornado, hurricane, strikes or lack of access to equipment at Commission's site or Subscriber modules. The Company does not guarantee network security, or the integrity of any data which is sent over, backed up, stored or subject to load balancing.

- 7. Disclaimer of Warranties.** OTHER THAN THE SERVICE LEVELS LISTED ABOVE, THE COMPANY DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE COMPANY EXPRESSLY DISCLAIMS SUCH WARRANTIES AND CONDITIONS.

8. Application Programming Interfaces:

- a. *License.* For the sole purpose of creating an interface between the Application and software or applications licensed by Commission from third parties, the Company hereby grants to Commission a non-exclusive, non-transferable license to use APIs. The Company will provide to Commission Documentation related to the APIs, and the Company grants Commission a non-exclusive, non-transferable license to use one copy of the Documentation solely in furtherance of the license granted herein.
- b. *Limitations on Rights of Use.* Commission shall not use the API for any other purpose except as expressly authorized in this Agreement and Documentation. The Company reserves the right to make the APIs available to Commission only pursuant to a Key. Commission will not disclose the Key to, or allow the use of the Key by, any third party other than the third party. The Company will provide Commission the APIs in object code only. The Company reserves the right to encrypt the API as it deems appropriate. The Commission has no other rights in the object code or source code of the API. The Commission may not disassemble, decompile, reverse translate or apply any other procedure to a non-source code delivered API. If the Commission has relationships with additional utilities (or other entities) that are customers of the Company and the Commission desires to use APIs or SaaS with other customers of the Company, then the Commission must enter into a separate agreement with the Company and such customer. Any rights in API(s) and the Documentation not expressly granted to the Commission in this Agreement shall remain with the Company.
- c. *Upgrades.* The Company may make changes to the APIs from time to time. The Company will make commercially reasonable efforts to maintain backward compatibility of the APIs but makes no guarantees and assumes no obligation to ensure backward compatibility. APIs may not remain compatible with third party software or programs after changes to the APIs, changes to third party software or programs, or changes to the SaaS.

- 9. Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL ONE PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY, ANY SUBSCRIBER OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, COSTS OF PROCURING SUBSTITUTE GOODS, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR ANY EXHIBIT OR THE PROVISION OR NON-PROVISION OF THE SERVICE (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF THE OTHER PARTY, ANY SUBSCRIBER OR ANY SUCH THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES' LIABILITY FOR DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE AGREEMENT OR ANY EXHIBIT OR THE PROVISION OR NON-PROVISION OF THE SERVICE (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE DIRECT DAMAGES, NOT TO EXCEED AN AGGREGATE OF THE AMOUNT PAID ON THE APPLICABLE PURCHASE ORDER.

THE PARTIES HEREBY ACKNOWLEDGE THAT WITHOUT THE LIMITATION OF LIABILITY SET FORTH HEREIN THE FEES CHARGED FOR THE SERVICE WOULD BE DIFFERENT.

10. Responsibilities of Commission:

- a. The procurement, compatibility, operation, security, support and maintenance of the Commission's hardware and software (that are not the express subject of this Agreement) is the responsibility of the Commission.
- b. Application user administration, including but not limited to the definition, management, and security of usernames and passwords are the sole responsibility of the Commission.
- c. Commission represents and warrants to the Company that it will hold at all relevant times all appropriate licenses and consents required to operate its business for which the Service is provided and that it will at all relevant times conduct its business in accordance with applicable law and regulation. Commission shall be responsible for the payment of any taxes, assessments or fees associated with the use of the Service. The Company prohibits use of its Service in any way that: (i) is unlawful; (ii) interferes with use of the Application or the Internet by any other person or entity; (iii) infringes the intellectual property rights or privacy rights of any other person or entity; (iv) presents security or privacy risks, including, without limitation, interfering with or gaining unauthorized access to or otherwise violating the security of the Application or any other person or entity's server, e-mail accounts, or data; or (v) is inconsistent with the terms and conditions of this Agreement .
- d. *Connectivity with Commission.* Unless otherwise agreed in writing by the Parties, Commission shall be solely responsible for supplying routing Connectivity between its network, its collection hardware, and the Application.
- e. *Equipment Maintenance.* Unless otherwise agreed in writing by the Parties, the Company shall not be responsible for the maintenance of Commission's networks.

- 11. Indemnification.** Upon notice and demand from Commission, the Company shall promptly assume full responsibility for the defense, at the Company's expense, of any claim, demand, proceeding or action that may be brought (or threatened to be brought) against Indemnified Persons alleging any of the following: (a) violation or infringement of any patent, trademark or copyright or of any contractual, intellectual property or other rights of any third parties arising out of the Services or the use or sale of any products provided in connection with the Services; (b) any loss or damage resulting from a breach of Section 12. Notwithstanding the foregoing, the Company shall have no duty to indemnify Commission in the event of Commission's negligence.

12. Confidentiality:

- a. Recipient shall use Confidential Information only for performing under the Agreement and shall comply with all applicable laws in Recipient's use of Confidential Information. Other than explicitly stated herein, nothing in this Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any Confidential Information. To the extent allowed by law, recipient shall protect the Confidential Information by using the same degree of care as Recipient uses to protect its own confidential and proprietary information of a like nature, but not less than a reasonable degree of care. To the extent allowed by law, recipient shall not disclose or provide Confidential Information or any summary or derivative thereof to any third-party without the express prior written consent of Discloser in each instance. To the extent allowed by law, recipient shall take all commercially reasonable steps to ensure that the Confidential Information is not used or disclosed by its Affiliated Parties in violation of this Agreement. Recipient shall (i) not remove the copyright notice, trademarks and all other proprietary rights notices and (ii) reproduce all copyright notices, trademarks and all other proprietary rights notices contained in the Confidential Information. Recipient shall only permit access to the Confidential Information to those Affiliated Parties who reasonably need to know such information to

perform under this Agreement. Recipient shall require that all such Affiliated Parties who have access to any Confidential Information execute, or be subject to, a written confidentiality agreement that protects such information at least to the same extent as provided in this Agreement prior to any such access. Recipient shall be responsible for any violation of this Agreement on the part of such Affiliated Parties.

- b. Recipient's duty to protect the Confidential Information, and to refrain from using such information except for performing its obligations under this Agreement expires five years following the termination of this Agreement or five years from the date of disclosure of such piece of Confidential Information; provided, however, that information that is a "trade secret" shall be kept confidential by Recipient until such information is no longer a "trade secret" under applicable law. Recipient and its Affiliated Parties shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in this Agreement and shall hold and maintain the Confidential Information in strictest confidence. Notwithstanding the foregoing, the Parties acknowledge that, pursuant to a Defense of Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

- c. This Agreement imposes no obligation upon Recipient with respect to any information that: (a) is or becomes publicly known or publicly available or otherwise in the public domain through no act of Recipient or its Affiliated Parties; (b) is already known to, or in the possession of, Recipient or its Affiliated Parties at the time of the disclosure; (c) is rightfully received by Recipient or its Affiliated Parties from a third-party under no obligation of confidentiality to Discloser or Discloser's Affiliated Parties; (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is required to be disclosed by order of a court or governmental agency; provided, however, that in such a case, Recipient shall immediately notify Discloser of such order to allow Discloser to seek a protective order or other appropriate relief.

13. Governing Law, Venue. The interpretation and construction of this Agreement, and all matters relating to this Agreement, will be governed by the laws of the state of Georgia. Any legal action or proceeding with respect to this Agreement must be brought in Glynn County, Georgia and by execution and delivery of this Agreement, each party to this Agreement irrevocably submits itself in respect of its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts in any legal action or proceeding arising out of this Agreement. Each of the parties to this Agreement irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in the preceding sentence. Nothing in this paragraph will affect or eliminate any right to serve process in any other manner permitted by law. THE COMPANY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY PORTION OF THIS AGREEMENT, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY. THE COMPANY REPRESENTS THAT IT HAS CONSULTED WITH COUNSEL REGARDING THE MEANING AND EFFECT OF THE FOREGOING WAIVER OF ITS JURY TRIAL RIGHT.

14. Miscellaneous. Commission may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or any of its rights or obligations thereunder without first obtaining the written consent of the Company. The Company may freely assign its rights and obligations under the SOAs and this Agreement to any party that succeeds to its interest in the assets used to provide the Service, whether by stock sale, asset sale or merger. This Agreement shall be binding upon and inure to the benefit of each Party's permitted assigns and successors. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and shall supersede any prior proposals, understandings and agreements, whether written or oral, between the Parties with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by duly authorized representatives of the Parties. The headings in this Agreement, including all Section and subsection titles or

captions, are inserted for convenience only and shall not constitute a part hereof nor affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a counterpart shall have the same effect as an original. Any notice required or permitted by this Agreement shall be in writing, in English and delivered by overnight commercial courier (such as FedEx) providing proof of delivery, addressed as set forth in the Agreement.

NETWORK AS A SERVICE (NaaS)

1. **Overview.** The Company shall provide these additional Network Services to Commission. The project is outlined in this section which involves the monitoring and communication of Devices within the Service Boundary, defined below (“Network Services”).
2. **Definitions.** All defined terms used in this section are either defined herein or in the Agreement. Additional definitions include:
 - a. *Active Sensor* — refers to Devices within the Service Boundary for which Network Services are being provided to Commission. Devices unable to connect with the Network due to a Force Majeure Event shall not be considered Active Sensors.
 - b. *Network* —a Low Power Wide Area Network using LoRaWAN technology.
 - c. *Network Equipment* — the device(s) (including gateways) and associated software (i.e., firmware, embedded operating systems, etc.) that establish and maintain the Network.
 - d. *Service Boundary* —the area or location where the Network Services will be performed and the Network Equipment will be deployed, as identified in the map below.
 - e. *Term* – as defined in Section 4.
3. **Service Boundary and AMI Devices.** The Company agrees to provide the Network Services in support of approximately 28,480 Meters for this AMI project.

Location	Address/Other Description
Commission	Brunswick-Glynn County Joint Water and Sewer Commission 1703 Gloucester Street, Brunswick, GA 31520 Service Boundary Defined for the Joint Water and Sewer Commission AMI Project

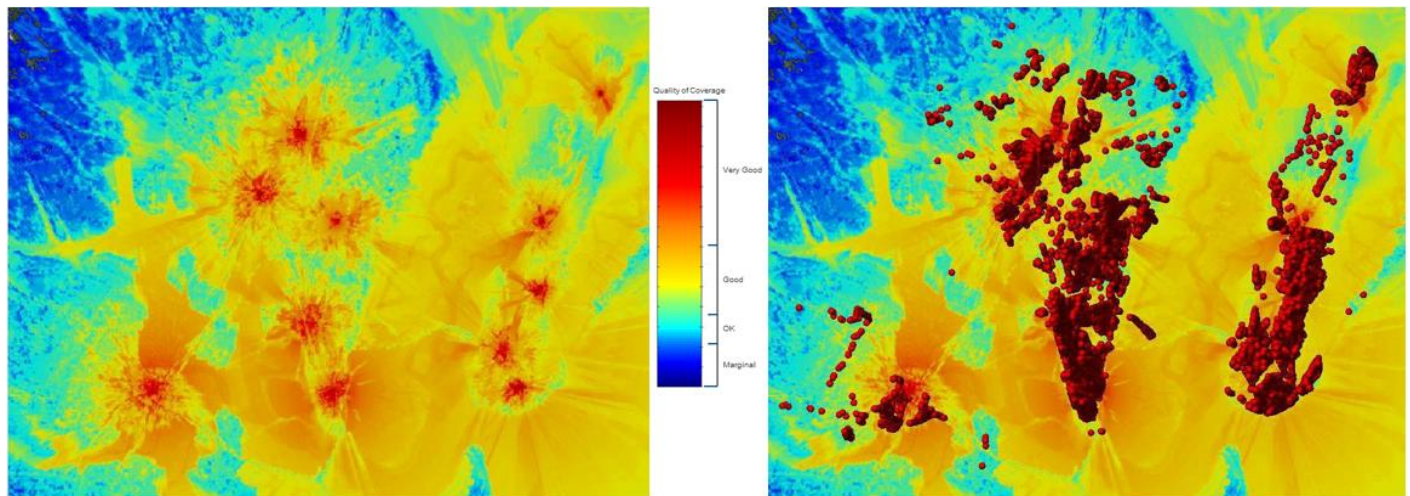
a. *Service Boundary*

The Service Boundary is outlined as below. The service area boundary is generated by the Company and is based on a meter address list provided by the Commission prior to execution of the Agreement. Note there is both coverage outside of the service boundary line and some non-covered gaps inside the service boundary line near the perimeter. For the sake of defining the coverage area for this Agreement and Service Level Objectives (detailed in Section 4) the Company agrees to provide the Network Services in support of approximately ~28,480 meters within the Service Boundary as depicted in the maps below for the Commission. Approximately 961 meters will require high gain pit lid antennas.

Service Boundary - Predicted Coverage (Full Deployment)



Service Boundary - Predicted Coverage (Full Deployment)



b. AMI Device Deployment

The Company will be making a significant financial commitment to provide continuous LoRaWAN network coverage to the Commission for the term of this AMI project. The Commission acknowledges this commitment and in turn commits to the schedule and volumes for meter deployment as shown in Exhibit “B”, Schedule and Compensation.

4. Services Overview. During the Term, at the Company’s sole expense, the Network Services will include:

- a. Ten (10) years of Network Service for each Active Sensor commencing with activation on the LoRaWAN network. Upon the eleventh anniversary of the execution of this agreement, the Network Service subscription term and pricing will be negotiated between the Commission and the Company.
- b. Project management including on-site visits as necessary.
- c. All ongoing network operation expenses related to any Network elements including backhaul. Network propagation model assumes lease free access and power availability to the Company.
- d. 24 x 7 x 365 Network monitoring via our Network operations center.
- e. Proactive monitoring and support.
- f. Repair and/or replacement of gateways and other Network components.
- g. Regular upgrades of network gateways.
- h. Regular software updates of all network elements including the network server and gateway firmware.
- i. The installation of the meter Devices is the responsibility of the Company.

5. Network Service Level Representations:

- a. The Company will use commercially reasonable efforts to ensure that all Devices have the following Read Success Rate: 98.5% within the last 72 hours.
- b. In addition to any event described in Section 6, the following conditions shall not impact the Read Success Rate: 1) interruption of Network operation due to a lengthy power outage; 2) downtime for periodic system maintenance, firmware upgrades, or repairs of Network equipment up to a maximum of one day per month; 3) documented occasions where a Device is not communicating with the Network due to temporary obstructions such as cars, trash cans, or other obstructions or radio interference; and 4) documented occasions where a Device is not communicating with the Network due to Commission's failure to repair or replace any part of a Device after five days' notice from the Company as documented in the Application.
- c. In the event that system-wide service is disrupted or unavailable for an extended period of time as a result of the Company's actions or inactions and the Company fails to provide a suitable alternative for restoring the Network, the Company shall ensure that meter data is collected by any means necessary, including, for example, by contracting for manual meter reading services at its sole and absolute cost.

6. Support. Support is ongoing as part of the Network Services. Response time objective are detailed below:

Severity	Description	Response Time
Critical	The problem is causing a total loss of Connectivity and successful transmission of signals from more than 50% of Active Sensors.	Within 4 hours following the reported issue
Major	The problem is causing a significant loss of connectivity and successful transmission of signals from more than 25% of Active Sensors.	Within 12 hours following the reported issue
Minor	The problem is causing some loss of connectivity and there is no immediate impact to the successful transmission of signals from Active Sensors.	By end of next business day following the reported issue

The Company will provide the final resolution as promptly as is reasonably possible, depending on the severity of the issue and resource involved, consistent with its obligation to provide substantial up-time for this project.

7. Network Sharing and Support

Nothing in this Agreement shall preclude the Company or the Company's LoRaWAN subcontractor from using the Network to provide services for other 3rd party sensor applications to the Commission and customers other than the Commission within the Service Boundary.

- a) As part of this Agreement the Commission agrees to provide access to the Commission's assets defined in the Network Plan to allow the Company and the Company's LoRaWAN subcontractor to install and maintain the Gateway infrastructure as required for the contract Term. Tower assets must be structurally sound and viable for LoRa equipment installation.
- b) The Commission agrees to provide access to power located at the Commission's asset locations to support Gateway operation.
- c) The LoRaWAN Network Plan is based on some gateway site locations as provided by the Commission. The Network Plan is based on installation of gateways on the below identified utility/county and commercial asset locations.
- d) Delta anticipates a LoRaWAN network consisting of nine (9) Commission and two (2) commercial asset locations for Gateway placement to meet the AMI solution requirements for the Commission. The following Commission and commercial asset locations have been selected for gateway

Name	Estimated Antenna Height	Latitude	Longitude	Details
Demere Road EST	128	31.16201	-81.39742	Tank
I-95 Exit 36 EST	157	31.22971	-81.52312	Tank
First Street EST	151	31.1721	-81.49701	Tank
Prince Street EST	142	31.1431	-81.48528	Tank
Oglethorpe Park EST	130	31.21847	-81.37771	Tank
Glynn Place Mall EST	145	31.21785	-81.48424	Tank
Golden Isles 1 EST	163	31.25654	-81.50172	Tank
Mallory Street GST - Pole Add	75	31.14539	-81.38934	New Pole
Hampton Point - Pole Add	75	31.2749376	-81.34767429	New Pole

LICENSE AGREEMENT

THIS LICENSE ADDENDUM (the "License Addendum") is made between the Parties to the Agreement. "Licensor" is hereby defined as the Commission and "Licensee" is defined as the Company.

1. **Grant of License.** Licensor is the owner of that certain real property located in the City/Town/County of Glynn , State of Georgia , as more particularly described in Attachment A attached hereto and incorporated herein by reference (the "Property"). Licensor hereby grants a license to Licensee to use the Property for the installation and placement of Antenna (as defined below), together with easements for access and utilities (collectively, the "Premises").

2. **Permitted Use.** The Premises may be used by Licensee for the installation and use of an omni-directional antenna together with associated equipment, cabling and equipment cabinets (collectively, the "Antenna"), for the transmission and reception of telecommunication signals and related activities.

3. **Rent.** Licensee shall pay Licensor, as rent 0 and no/100 dollars (\$0) per month ("Rent"). Rent will be payable monthly in advance by the fifth day of each month to Licensor at the address specified in the "Notices" section. Licensor will provide utilities including power and will be paid with the monthly rent. Rent shall be prorated for any partial months during the Term. If this License Addendum is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason (other than a default by Licensee) and all prepaid Rent shall be promptly refunded to Licensee.

4. **Term.** The term of this License Addendum shall begin on the Effective Date and co-terminate with the Agreement, unless earlier agreed by the Licensor and Licensee in writing or pursuant to this License.

5. **Improvements; Utilities; Access.**

(a) Licensee shall have the right, at its expense, to erect and maintain the Antenna on the Premises and shall have the right to alter, replace, expand, enhance and upgrade the Antenna at any time during the term of this License Addendum. Licensee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna shall remain the exclusive property of Licensee and shall not be considered fixtures. Licensee shall have the right to remove the Antenna at any time during and upon the expiration or termination of this License Addendum.

(b) Licensee shall, at Licensee's expense, keep and maintain the Antenna now or hereafter located on the Property in commercially reasonable condition and repair during the term of this License Addendum, normal wear and tear and casualty excepted. Upon termination or expiration of this License Addendum, the Premises shall be returned to Licensor in good, usable condition, normal wear and tear and casualty excepted.

(c) Licensee shall have the right to install utilities, at Licensee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Licensor agrees to use reasonable efforts in assisting Licensee to acquire necessary utility service. Licensee shall, wherever practicable, install separate meters for utilities used on the Property by Licensee. In the event separate meters are not installed, Licensee shall pay the periodic charges for all utilities attributable to Licensee's use, at the rate charged by the servicing utility. Licensor shall diligently correct any variation, interruption or failure of utility service. Licensee shall have the right to install necessary conduit and sleeving.

(d) As partial consideration for Rent paid under this License Addendum, Licensor hereby grants Licensee easements in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power, and to service the Premises and the Antenna

at all times during the term of this License Addendum and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this License Addendum.

(e) Licensee shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this License Addendum at no charge to Licensee.

(f) Lessor shall maintain and repair all access drives (if any) from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Licensee.

6. Interference. Licensee shall not use the Premises in any way which materially interferes with the use of the Property by Lessor, or lessees or licensees of Lessor with rights in the Property prior in time to Licensee's (subject to Licensee's rights under this License Addendum, including, without limitation, non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which materially interferes with the Antenna or the operations of Licensee on the Premises. Without limiting the generality of the foregoing, Lessor will not grant, after the date of this License Addendum, a lease, license or any other right to any third party for the use of the Property if such use may in any way adversely affect or interfere with the Antenna or the rights of Licensee under this License Addendum. Any such interference by either party shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, either party may terminate this License Addendum immediately upon written notice. Lessor will notify Licensee in writing prior to granting any third party the right to install and operate communications equipment on the Property.

7. Insurance and Subrogation and Indemnification.

(a) Licensee and Lessor shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respective owned real and/or personal property.

(b) Lessor and Licensee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder to the extent actually paid by the insurance carrier. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waiver set forth in Section 7(b) above, Lessor and Licensee each agree to indemnify and hold harmless the other party from and against any and all third party claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of any liability for environmental matters or hazardous substances on the Property caused by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Licensee shall not be responsible to Lessor, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

8. Taxes. Lessor shall pay when due all real property taxes for the Property, including the Premises. In the event that Lessor fails to pay any such real property taxes or other fees and assessments, Licensee shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this License Addendum. Notwithstanding the foregoing, Licensee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or

installation of the Antenna, only for so long as this License Addendum remains in effect. If Licenser receives notice of any personal property or real property tax assessment against Licenser, which may affect Licensee and is directly attributable to Licensee's installation, Licenser shall provide timely notice of the assessment to Licensee sufficient to allow Licensee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Licenser and/or Licensee. Further, Licenser shall provide to Licensee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this section.

9. Marking and Lighting Requirements. Licenser acknowledges that it, and not Licensee, shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") for the Property. Licenser shall indemnify and hold Licensee harmless from any fines or other liabilities caused by Licenser's failure to comply with such requirements. Should Licensee be cited by either the FAA because the Property is not in compliance and, should Licenser fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Licensee may either terminate this License Addendum immediately on notice to Licenser or proceed to cure the conditions of noncompliance at Licenser's expense, which amounts may be deducted from Rent otherwise payable under this License Addendum.

10. Quiet Enjoyment, Title and Authority. Licenser covenants and warrants to Licensee that (i) Licenser has full right, power and authority to execute this License Addendum; (ii) it owns fee title to the Property free and clear of any liens or encumbrances, except those which will not interfere with Licensee's rights to or use of the Premises; and (iii) execution and performance of this License Addendum will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Licenser. Licenser covenants that at all times during the term of this License Addendum, Licensee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Licensee is not in default beyond any applicable grace or cure period.

11. Waiver of Licenser's Lien. Licenser hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna or any portion thereof, which shall be deemed personal property for the purposes of this License Addendum, whether or not the same is deemed real or personal property under applicable laws, and Licenser gives Licensee and Secured Parties, as defined herein, the right to remove all or any portion of the same from time to time, whether before or after a default under this License Addendum, in Licensee's and/or Secured Party's sole discretion and without Licenser's consent.

12. Termination. Except as otherwise provided herein, this License Addendum may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Licenser if Licensee fails to cure a default for payment of Rent or other amounts due under this License Addendum within such thirty (30) day period;

(b) immediately upon written notice by Licensee if Licensee notifies Licenser if Licensee does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any governmental approval necessary to the installation and/or operation of the Antenna or Licensee's business;

(c) upon thirty (30) days' written notice by Licensee if Licensee determines that the Property or the Antenna are inappropriate or unnecessary for Licensee's operations for economic or technological reasons;

(d) immediately upon written notice by Licensee if the Premises or the Antenna are destroyed or damaged so as in Licensee's reasonable judgment to substantially and adversely affect the effective use of the Antenna. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Licensee shall be entitled to the reimbursement of any Rent prepaid by Licensee. If Licensee elects to continue this License Addendum, then all Rent shall abate until the

Premises and/or the Antenna are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Licensee's determination to render the Premises unsuitable for Licensee's use. Licensors and Licensee shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

The following sections shall survive expiration, non-renewal or termination of this License Addendum: Sections 7, 8, and 15.

13. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right to terminate this License Addendum on written notice, to take effect immediately, if the other party commits a material breach of this License Addendum and fails to cure the breach within thirty (30) days' written notice from the non-breaching party.

14. Assignment and Sublicensing. Licensee shall have the right to assign or otherwise transfer this License Addendum and the Easements in its sole discretion provided that Licensee provides notice to Licensors.

15. Miscellaneous.

(a) Licensors agree to cooperate with Licensee in executing any documents necessary to protect Licensee's rights in or use of the Premises.

(b) This License Addendum shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(c) All Attachments referred to herein are incorporated herein for all purposes. The parties understand and acknowledge that attachments may be attached to this License Addendum in preliminary form. Accordingly, the parties agree that upon the preparation of final and more complete attachments may be replaced in a mutually acceptable form.

(d) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

ATTACHMENT A

The location of the Premises utilized (together with access and utilities) is identified below:

**A further depiction may be provided subsequent to install if required.*

- Demere Road Tank
- I-95 Exit 36 Tank
- First Street Tank
- Prince Street Tank
- Oglethorpe Park Tank
- Glynn Place Mall Tank
- Golden Isles Tank
- Mallory Street GST Pole
- Hampton Point Pole

Company will separately pursue third-party licensing agreements for the two additional commercially-owned sites to be used in the Work.

DELTA MUNICIPAL SUPPLY COMPANY, INC., (the “Company”)

By: _____

Name: _____

Title: _____

Date: _____

**BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION,
(the “Commission”)**

By: _____

Name: _____

Title: _____

Date: _____



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune® MACH 10® water meter ("MACH 10"), Neptune Technology Group Inc. ("Neptune") warrants that for meters sold after 02/01/2019 for potable water or combined potable water and residential fire service applications the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment"), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

a) Lead Free Bronze Maincase

i) 5/8" – 1" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½" – 2" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

b) Electronics (Battery, PCB, Transducers, LCD)

i) 5/8" – 1" MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following ten (10) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½" – 2" MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

Year of Failure	MACH 10® Replacement Price Discount*
1-10	Full replacement 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

EXHIBIT "D" WARRANTIES



With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the "Warranty Period" with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

i) 58" – 1" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of $\pm 1.5\%$ for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of $\pm 3\%$ for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

ii) 1 1/2" – 2" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of $\pm 1.5\%$ for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of $\pm 3\%$ for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its



costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



Neptune T-10®, HP Turbine, TRU/FLO® Compound Cold Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10®, HP TURBINE, TRU/FLO® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Malincaise. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast-iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001, shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10.

Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8" & 3/4"	3/4 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/4 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm @ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.



2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

ProCoder™)R900i™

1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any ProCoder™)R900i™ that has shipped since product introduction.

2. PRO CODER)R900i

Neptune Technology Group Inc. warrants that the ProCoder)R900i/ (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the ProCoder)R900i/ (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder)R900i/ free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to ProCoder™)R900i™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900i/ that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900i/ register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE PROCODER)R900i/ IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i/ . ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900i/ ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM

THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN PROCODER)R900i/ AFTER THIS POINT ARE BUYERS RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i/. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

R900® Gateway

WARRANTY

The warranty on the R900 Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via pre-paid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

NOT INCLUDED IN THE WARRANTY

- Accessories and peripherals including battery, cables, USB thumb drives, UPS or other back up power supplies, antennas, etc.
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units

EXTENDED MAINTENANCE ENTITLEMENT

Maintenance entitlement is available from your authorized Neptune Sales representative. Maintenance entitlement during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is pre-paid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT INCLUDED IN EXTENDED MAINTENANCE ENTITLEMENT

- Accessories and peripherals including battery, cables, USB thumb drives, UPS or other back up power supplies, antennas, etc.
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose

REPAIR NOTES

A Return Material Authorization (RMA) number MUST accompany all incoming repairs. This RMA number may be obtained by contacting Customer Support at support@neptunetg.com or 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer



- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Neptune® 360™ Software-as-a-Service

The Neptune® 360™ Cloud Platform delivers an intuitive, user-friendly design, making AMR and AMI meter reading data clear and easy to interpret. System-wide Key Performance Indicators and geographical views assist with identifying areas of concern and ways to maximize operational efficiency and improve overall customer service and quality of service.

Description of Services

The Neptune 360 Software-as-a-Service subscription provides the customer with a non-transferable license to access the Neptune 360 application for all internal personnel. The Customer shall not permit the use of the Service by any unauthorized third parties, unless mutually agreed in writing. The subscription includes the following services:

- Secure access to the Neptune 360 Platform which includes:
 - Neptune 360 Web App
 - Neptune 360 Mobile App
 - Neptune 360 Sync (required for Trimble Handheld compatibility) and
 - Application Programming Interfaces (if applicable)
- 24x7 Application and security monitoring
- Database preventive maintenance and scalability monitoring
- Software upgrades and updates, with prior notice via email
- Providing all server operating system and hardware updates requirements
- Data back-up and replication
- Data Security and Business Continuity Plan (BCP) processes
- Providing telephone support at 1-800-647-4832 Monday-Friday from 7:00am-5:00pm Central time, excluding corporate holidays and email support at support@neptunetg.com

Service Level Objectives

- **Availability.** Neptune will use commercially reasonable efforts to provide at least 99% uptime of the SaaS Application, less Maintenance Windows.
- **Ticket Issuance.** Neptune will open a trouble ticket upon the earlier to occur of: (i) when Neptune first observes an issue; or (ii) when Customer first reports the issue. If an issue relates to Customer's system and Neptune becomes aware of the issue, Neptune will promptly report this information to Customer. Technical support hours are Monday-Friday from 7am-5pm Central Time. Neptune's commitment is to open a ticket and respond to said ticket within 24 hours of issue identification.
- **Response Time.** The urgency and time to correct will be dependent upon the issue itself and its impact to the Customer to perform billing functions (a "Billing Impediment"). Neptune shall prioritize the correction of any Billing Impediment and shall endeavor to correct such problems within 72 hours after issue identification. Other issues are considered a bug and fixes will be implemented upon an assigned software major or minor release schedule.



Data Ownership

All data that is received from Neptune 360 Cloud Platform is captured, processed, stored, and accessed within the country in which the utility customer resides. Any data and information provided to Neptune by Customer or its Consumers ("Customer Data") remains the property of Customer. Customer grants to Neptune the right and license to host, access, store, and use the Customer Data for the purposes of providing and maintaining the Service. Upon expiration or failure to renew the Software-as-a-Service Subscription, Neptune will no longer provide the Service and Customer may no longer use the Application. Following such expiration, so long as Customer is current in all payments to Neptune, upon the written request of the Customer made within thirty (30) days after the effective date of the expiration, Neptune will use commercially reasonable efforts to provide an export or download of any Customer Data in a mutually agreed format. After such thirty (30) day period, Neptune has no obligation to maintain or provide the Customer Data.

Application Programming Interfaces

- **License.** For the sole purpose of creating an interface between the Application and software or applications licensed by Customer from third parties, the Subscription includes a non-exclusive, non-transferable license to use APIs as well as related documentation required for their implementation.
- **Limitations on Rights of Use.** Customer shall not use the API for any other purpose except as expressly authorized in writing. Customer has no rights to the object code or source code of the API. Customer may not disassemble, decompile, reverse translate or apply any other procedure to a non-source code delivered API. Any rights in API(s) and the Documentation not expressly granted to Customer in writing shall remain with Neptune.
- **Upgrades.** Neptune may make changes to the APIs from time to time. Neptune will make commercially reasonable efforts to maintain backward compatibility of the APIs but makes no guarantees and assumes no obligation to ensure backward compatibility. APIs may not remain compatible with third party software or programs after changes to the APIs, changes to third-party software or programs, or changes to the SaaS.

Disclaimer of Warranties

OTHER THAN THE SERVICE LEVELS LISTED ABOVE, NEPTUNE DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEPTUNE EXPRESSLY DISCLAIMS SUCH WARRANTIES AND CONDITIONS.



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#winyourday
neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallahassee, AL 36078
800-633-8754 f 334-283-7293



Brunswick-Glynn County

Joint Water and Sewer Commission

Memorandum

To: Facilities Committee
From: Todd Kline, P.E., Director of Engineering *T.K. 29 July 2020*
Date: Wednesday, July 15, 2020
Re: Easement Deed and Dedication of Infrastructure –
Couper Place Sub-Division New Private Construction

Background: The Brunswick Glynn Joint Water & Sewer Commission (BGJWSC) Design & Construction Standards support the acceptance of privately owned utility systems as public infrastructure when: 1) ownership is consistent with BGJWSC service delivery strategy to extend water and sewer to other potential customers; 2) the BGJWSC system reliability or capacity may be improved or increased; and, 3) dedication of the system is warranted to eliminate or prevent potential environmental damage. Couper Place, a newly constructed residential development, is one such system located at 1253 George Lotson on St. Simons Island, Georgia (refer to attached location map).

Staff Report: Couper Place is a 7-lot subdivision on lots ranging in size from 7,500 square feet to 12,400 square feet at the corner of George Lotson and Mallery Streets. The Owner of Record for Couper Place has submitted legal documents to define and execute the transfer of ownership and convey a water easement. The water and sewer system have been constructed in accordance with applicable standards, and BGJWSC operational superintendents and/or the project inspector have deemed the work compliant.

Project	Application for Dedication		Fair Value		Easement	Record Drawing / Final Plat
	Water	WW	Water	WW		
Couper Place	Yes	Yes	593 l.f. @ \$45,455	338 l.f. @ \$46,250	Water Only	FP

Recommended Action

In as much as all requirements of the BGJWSC Design & Construction standards and Development Procedures have been met and all related documents submitted staff recommends the BGJWSC Facilities Committee accept the Couper Place infrastructure and water easement described herein as public for ownership, operation and maintenance.

Recommended Motion

"I make a motion that the Facilities Committee recommend that the full Commission review and approve the documents supporting the acceptance of infrastructure and conveyance of water easement for Couper Place as public for ownership, operation and maintenance."

Enclosures

Couper Place Location Map for Reference Only
Couper Place Dedication Application – Requires BOC Chairperson Signature
Couper Place Water Easement with Legal Description – Requires BOC Chairperson Signature
Couper Place Final Plat for Easement Reference



**COUPER PLACE SUB-DIVISION:
1253 George Lotson**





Application for Dedication of Water/Wastewater Systems

Part A: Statement of Intention

Having completed the installation of the water/wastewater system for the property tract or

Sub-division heretofore known as Couper Place; the current

Owner(s) of the system, being Palmetto Building Group, LLC, located

at Ibis Cove, is desirous of dedicating the constructed

utility system(s) for ownership, operation and maintenance to the appropriate public entity licensed and permitted to operate such system(s) within this jurisdictional area. This Application and requested information is being submitted with this intention.

Part B: Recognition and Acceptance of Warranties

The Owner/Developer of this water/wastewater system does hereby recognize and accept the responsibility for correcting any and all system defects that may occur or be found during the operation of the system by the JWSC for a period of two (2) years from the written date of acceptance by the governmental body to which the system is dedicated. This warranty covers materials and workmanship items, as well as those components of the infrastructure damaged by other utilities and/or contractors who may cause damage to the water/wastewater system as herein accepted, excepting such defects caused or resulting from the sole negligence of the JWSC.

Part C: Confirmation of Compliance of Water/Wastewater Documentation

The Owner/Developer of this water/wastewater system does hereby warrant that the Record Drawings and all appropriate utility easements and/or deeds have been provided to the JWSC.

Part D: Fair Value (Cost Basis) of Dedicated System (To be completed by Engineer)

The Fair Value (Cost Basis) of the installed **water system**, which is approximately 593 linear feet as constructed, is estimated to be \$ 45,455.

The Fair Value (Cost Basis) of the installed **sanitary sewer system**, which is approximately 338 linear feet, is estimated to be \$ 46,250.

The Fair Value (Cost Basis) of the installed **wastewater lift station**, which design capacity is _____ gallons per minute @ _____ feet Total Dynamic Head, is estimated to be \$ _____.

The Fair Value (Cost Basis) of the installed **potable water well**, which design capacity is _____ gallons per minute @ _____ feet Total Dynamic Head, is estimated to be \$ _____.

Engineer's Certification

The information cited in Part "D" of this application is based on my professional evaluation of the costs of materials and installation of the water/wastewater system(s) as constructed in accordance with the approved standards and specifications for this project; and I do hereby certify, to the best of my knowledge and belief, that these amounts as provided are an accurate representation of this systems Fair Value on a Cost Basis as of the date of this Application.

Engineer Printed Name: Johnathan Roberts	Georgia P.E. Registration # : 034205
Engineer Signature:	Date (mm/dd/yyyy): 05/20/2020

(INSERT ENGINEER SEAL)



Part E: Owner/Developer Certi

I/We, HENRY VASSA CATE III, do hereby certify that all application information herein provided on the aforementioned water/wastewater development project is true and accurate to the best of my/our knowledge and belief.

PALMETTO BUILDING GROUP LLC

Printed Name of Grantor (Company, LLC, Inc.): <u>HENRY VASSA CATE III</u>	
Printed Name of Grantor Representative:	
Title of Grantor: <u>Owner / Managing member</u>	
Signature of Grantor: <u>John Cate</u>	Date Signed (mm/dd/yyyy): <u>5/20/20</u>

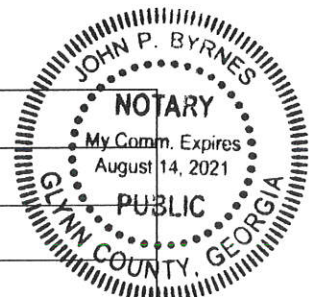
Only if this is a Corporation, include name of someone to Attest and insert the Corporate Seal
Otherwise skip to Notary

Printed Name of Attestor:	
Title of Attestor:	
Signature of Attestor:	Date Signed (mm/dd/yyyy):

(CORPORATE SEAL HERE)

All Applications must be Notarized

Date signed, sealed and delivered (mm/dd/yyyy):	<u>May 21, 2020</u>
In the presence of (printed Name of Notary):	<u>JOHN BYRNES</u>
Signature of Notary Public:	<u>[Signature]</u>
Date Notary Commission Expires (mm/dd/yyyy):	



ACCEPTED BY BRUNSWICK GLYNN JOINT WATER & SEWER COMMISSION

Date Accepted (Commission Meeting):	
Printed Name of Chairman:	
Signature of Chairman:	Date Signed (mm/dd/yyyy):

(Above the Line Reserved for Clerk Recording Data)

Return to:
Brunswick-Glynn County
Joint Water and Sewer Commission
Attn: Executive Director
1703 Gloucester Street
Brunswick, GA 31520

**STATE OF GEORGIA
COUNTY OF GLYNN**

WATER UTILITIES EASEMENT

THIS WATER UTILITIES EASEMENT grant and dedication, made and entered into this 15 day of JUNE 2020, by and between PALMETTO BUILDING GROUP, LLC, (hereinafter referred to as the "Grantor") and the **BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION**, a body corporate and politic and a public corporation, established by a Local Act of the General Assembly of the State of Georgia, acting by and through its Commissioners (hereinafter referred to as the "Grantee").

WITNESSETH:

For and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto said Grantee, its successors and assigns, a perpetual easement and right to construct, reconstruct, install, locate, relocate, maintain, repair, replace and use water lines, valves, such other lines Grantee deems necessary for water, and related equipment and

facilities over, across and through a portion of the Grantor's Property (the "Easement Area"), described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY
REFERENCE.**

1. Grant of Easement for Utilities:

a. Grantor hereby transfers and conveys an easement in and to all property described in Exhibit "A" for the location, maintenance, and repair of water lines, valves, access roads, ditch or creek crossings and related equipment and facilities (hereinafter referred to as "Water") in the Easement Area.

b. The grant of this easement includes the right at all times for representatives of Grantee to enter upon said Easement Area for purposes described herein, including the right to cut away and keep clear of Water Utilities any and all vegetation that might, in the opinion of the Grantee, endanger or injure the Water Utilities or its appurtenances, or interfere with its proper operation or maintenance; the right of ingress to and egress from the Easement Area across the land referred to herein for the purpose of exercising the rights herein granted; provided, that failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right hereafter at any time and from time to time to exercise any or all of same. Grantee shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

c. Grantor warrants that no building, shed, mobile home, fence, swimming pool or other such structures, or any crops, trees or large shrubs shall be erected or planted over the Water Utilities nor within the boundary of the Easement Area as stated herein; that no other utility shall be permitted within the Easement Area that interferes with the operation and maintenance of the Water Utilities; that no fill material or paving shall be placed within the Easement Area unless permitted in writing by the Grantee; and, that any structure/fill material

placed upon, or vegetation planted within the Easement Area in contradiction herein shall be removed at the property owner's expense.

d. In the event a building or other structure should be erected within the Easement Area, no claim for damages shall be made by Grantor, its heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance of said Water Utilities or its appurtenances, or any accident or mishap that might occur therein or thereto.

2. Maintenance: Except as hereinafter provided, that in the event excavation, construction, reconstruction, installation, location, relocation, maintenance, repair or replacement are necessary to the Water Utilities, or equipment and facilities, as described above, the Grantee shall, at its expense, perform such work. Provided, however, the Grantee shall not be responsible for full restoration of the Easement Area to match the original condition.

3. Limitation of Easement Rights: The Grantor does not convey any land, but merely grants the rights, privileges and easement herein above set out.

4. Encumbrances: Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances to a clear title to the Easement Area, except as follows:

ST. SIMONS BANK AND TRUST which is recorded in the office of the Superior Court real property records of Glynn County in Book 4123 at Page 447 and that Grantor is legally qualified and entitled to grant the easement herein with respect to the lands described.

TO HAVE AND TO HOLD the above described water easement rights in and to the said Easement Area to the Grantee, so that neither the Grantor nor any person or persons claiming under it shall at any time, by an means or ways, dispute the perpetual easement right of the

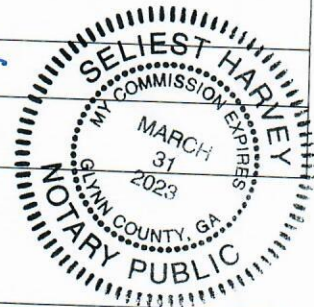
Grantee to the use of said easement.

IN WITNESS WHEREOF, the said Grantor has set their hand and affixed their seal of the undersigned and delivered these presents on this the day and year first above written.

Printed Name of Grantor: PALMETTO BUILDING GROUP, LLC	
Printed Name of Grantor Representative: HENRY VASSA CATE III	
Title of Grantor: Managing member	
Signature of Grantor: Henry V. Cate III	Date Signed: 6/15/20

STAMP CORPORATE SEAL (if Grantor is an LLC or INC)

Printed Name of Unofficial Witness: Ashley Adamson	
Signature of Unofficial Witness: Ashley Adamson	
Signed, sealed and delivered on this 15 day of JUNE, 20 20 and in the presence of:	
Signature of Notary Public: Selvest Harvey	
My Commission Expires: 3-31-23	



STAMP NOTARIAL SEAL

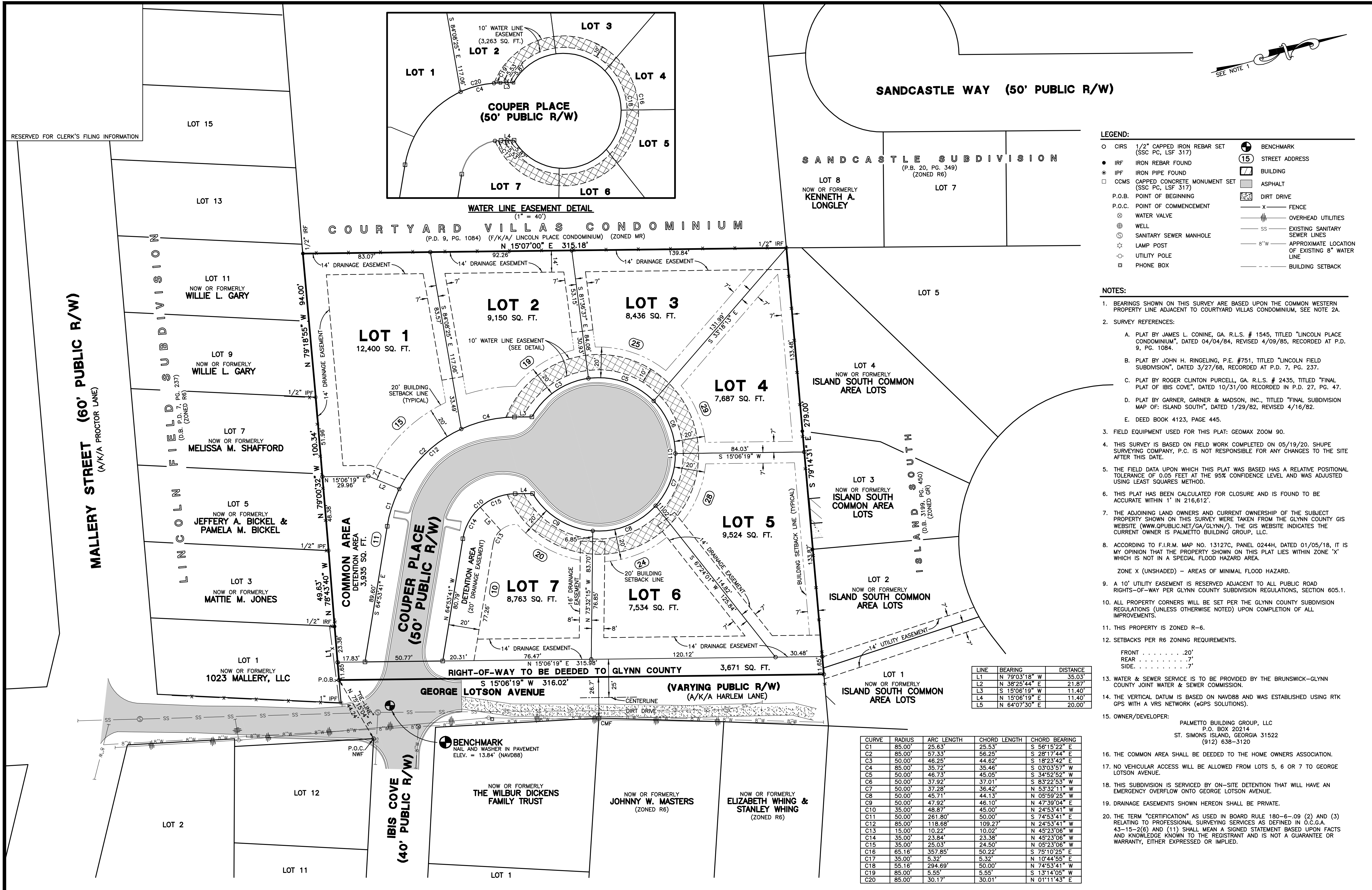
Acceptance by Brunswick Glynn County Joint Water & Sewer

Printed Name of Chairman:	
Chairman Signature	Date Signed:
Attest - Printed Name of Commission Clerk:	
Commission Clerk Signature	Date Signed:

Water Line Easement

All of that lot, parcel or tract of land, lying and being in the 25th Georgia Militia District, St. Simons Island, Glynn County, Georgia and being shown as a 10' Water Line Easement on the Final Plat of Couper Place, prepared by Shupe Surveying Company, P.C., dated 5/29/20, last revised 6/19/20 and being more particularly described as follows;

Commencing at a point on the westerly right-of-way line of Couper Place (50' right-of-way) at the common property corner of Lot 1 and Lot 2 of said Couper Place subdivision; thence continue along said right-of-way line turning to the right with a radius of 85.00', a chord bearing of N 01°11'43" E, and a chord length of 30.01', thence along the arc of said curve a distance of 30.17' to the POINT OF BEGINNING; thence leave said right-of-way line with a curve turning to the right with a radius of 65.16', a chord bearing of S 75°10'25" E, and a chord length of 50.22', thence along the arc of said curve a distance of 357.85' to a point on the easterly right-of-way line of said Couper Place; thence proceed along said right-of-way line with curve turning to the right with a radius of 35.00', a chord bearing of N 10°44'55" E, and a chord length of 5.32', thence along the arc of said curve a distance of 5.32' to a concrete monument set; thence N 15°06'19" E a distance of 5.53' to a point; thence leave said right-of-way line with a curve turning to the left with a radius of 55.16', a chord bearing of N 74°53'41" W, and a chord length of 50.00', thence along the arc of said curve a distance of 294.69' to a point on the westerly right-of-way line of said Couper Place; thence continue along said right-of-way line S 15°06'19" W a distance of 5.53' to a concrete monument set; thence with a curve turning to the left with a radius of 85.00', a chord bearing of S 13°14'05" W, and a chord length of 5.55', thence along the arc of said curve a distance of 5.55' to the POINT OF BEGINNING; said tract of land having an area of 3,263 square feet more or less



- LEGEND:**
- CIRS 1/2" CAPPED IRON REBAR SET (SSC PC, LSF 317)
 - IRF IRON REBAR FOUND
 - IPF IRON PIPE FOUND
 - CIMS CAPPED CONCRETE MONUMENT SET (SSC PC, LSF 317)
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - ⊗ WATER VALVE
 - ⊙ WELL
 - ⊙ SANITARY SEWER MANHOLE
 - ☆ LAMP POST
 - ⊙ UTILITY POLE
 - ⊙ PHONE BOX
 - ⊙ BENCHMARK
 - (15) STREET ADDRESS
 - ▭ BUILDING
 - ▭ ASPHALT
 - ▭ DIRT DRIVE
 - X — FENCE
 - — OVERHEAD UTILITIES
 - SS — EXISTING SANITARY SEWER LINES
 - 8"W — APPROXIMATE LOCATION OF EXISTING 8" WATER LINE
 - — BUILDING SETBACK

- NOTES:**
- BEARINGS SHOWN ON THIS SURVEY ARE BASED UPON THE COMMON WESTERN PROPERTY LINE ADJACENT TO COURTYARD VILLAS CONDOMINIUM, SEE NOTE 2A.
 - SURVEY REFERENCES:
 - A. PLAT BY JAMES L. CONINE, GA. R.L.S. # 1545, TITLED "LINCOLN PLACE CONDOMINIUM", DATED 04/04/84, REVISED 4/09/85, RECORDED AT P.D. 9, PG. 1084.
 - B. PLAT BY JOHN H. RINGELING, P.E. #751, TITLED "LINCOLN FIELD SUBDIVISION", DATED 3/27/68, RECORDED AT P.D. 7, PG. 237.
 - C. PLAT BY ROGER CLINTON PURCELL, GA. R.L.S. # 2435, TITLED "FINAL PLAT OF IBIS COVE", DATED 10/31/00 RECORDED IN P.D. 27, PG. 47.
 - D. PLAT BY GARNER, GARNER & MADSON, INC., TITLED "FINAL SUBDIVISION MAP OF: ISLAND SOUTH", DATED 1/29/82, REVISED 4/16/82.
 - E. DEED BOOK 4123, PAGE 445.
 - FIELD EQUIPMENT USED FOR THIS PLAT: GEOMAX ZOOM 90.
 - THIS SURVEY IS BASED ON FIELD WORK COMPLETED ON 05/19/20. SHUPE SURVEYING COMPANY, P.C. IS NOT RESPONSIBLE FOR ANY CHANGES TO THE SITE AFTER THIS DATE.
 - THE FIELD DATA UPON WHICH THIS PLAT WAS BASED HAS A RELATIVE POSITIONAL TOLERANCE OF 0.05 FEET AT THE 95% CONFIDENCE LEVEL AND WAS ADJUSTED USING LEAST SQUARES METHOD.
 - THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 216,612'.
 - THE ADJOINING LAND OWNERS AND CURRENT OWNERSHIP OF THE SUBJECT PROPERTY SHOWN ON THIS SURVEY WERE TAKEN FROM THE GLYNN COUNTY GIS WEBSITE (WWW.GLYNNCOUNTY.GA/GIS/). THE GIS WEBSITE INDICATES THE CURRENT OWNER IS PALMETTO BUILDING GROUP, LLC.
 - ACCORDING TO F.I.R.M. MAP NO. 13127C, PANEL 0244H, DATED 01/05/18, IT IS MY OPINION THAT THE PROPERTY SHOWN ON THIS PLAT LIES WITHIN ZONE 'X' WHICH IS NOT IN A SPECIAL FLOOD HAZARD AREA.
ZONE X (UNSHADED) - AREAS OF MINIMAL FLOOD HAZARD.
 - A 10' UTILITY EASEMENT IS RESERVED ADJACENT TO ALL PUBLIC ROAD RIGHTS-OF-WAY PER GLYNN COUNTY SUBDIVISION REGULATIONS, SECTION 605.1.
 - ALL PROPERTY CORNERS WILL BE SET PER THE GLYNN COUNTY SUBDIVISION REGULATIONS (UNLESS OTHERWISE NOTED) UPON COMPLETION OF ALL IMPROVEMENTS.
 - THIS PROPERTY IS ZONED R-6.
 - SETBACKS PER R6 ZONING REQUIREMENTS.
FRONT 20'
REAR 7'
SIDE 7'
 - WATER & SEWER SERVICE IS TO BE PROVIDED BY THE BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION.
 - THE VERTICAL DATUM IS BASED ON NAVD88 AND WAS ESTABLISHED USING RTK GPS WITH A VRS NETWORK (eGPS SOLUTIONS).
 - OWNER/DEVELOPER: PALMETTO BUILDING GROUP, LLC
P.O. BOX 20214
ST. SIMONS ISLAND, GEORGIA 31522
(912) 638-3120
 - THE COMMON AREA SHALL BE DEEDED TO THE HOME OWNERS ASSOCIATION.
 - NO VEHICULAR ACCESS WILL BE ALLOWED FROM LOTS 5, 6 OR 7 TO GEORGE LOTSON AVENUE.
 - THIS SUBDIVISION IS SERVICED BY ON-SITE DETENTION THAT WILL HAVE AN EMERGENCY OVERFLOW ONTO GEORGE LOTSON AVENUE.
 - DRAINAGE EASEMENTS SHOWN HEREON SHALL BE PRIVATE.
 - THE TERM "CERTIFICATION" AS USED IN BOARD RULE 180-6--09 (2) AND (3) RELATING TO PROFESSIONAL SURVEYING SERVICES AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11) SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

LINE	BEARING	DISTANCE
L1	N 79°03'18" W	35.03'
L2	N 38°25'44" E	21.87'
L3	S 15°06'19" W	11.40'
L4	N 15°06'19" E	11.40'
L5	N 64°07'30" E	20.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	85.00'	25.63'	25.53'	S 56°15'22" E
C2	85.00'	57.33'	56.25'	S 28°17'44" E
C3	50.00'	46.25'	44.62'	S 18°23'42" E
C4	85.00'	35.72'	35.46'	S 03°03'57" W
C5	50.00'	46.73'	45.05'	S 34°52'52" W
C6	50.00'	37.92'	37.01'	S 83°22'53" W
C7	50.00'	37.28'	36.42'	N 53°32'11" W
C8	50.00'	45.71'	44.13'	N 05°59'25" W
C9	50.00'	47.92'	46.10'	N 47°39'04" E
C10	35.00'	48.87'	45.00'	N 24°53'41" W
C11	50.00'	261.80'	50.00'	S 74°53'41" E
C12	85.00'	118.68'	109.27'	N 24°53'41" W
C13	15.00'	10.22'	10.02'	N 45°23'06" W
C14	35.00'	23.84'	23.38'	N 45°23'06" W
C15	35.00'	25.03'	24.50'	N 05°23'06" W
C16	65.16'	357.85'	50.22'	S 75°10'25" E
C17	35.00'	5.32'	5.32'	N 10°44'55" E
C18	55.16'	294.69'	50.00'	N 74°53'41" W
C19	85.00'	5.55'	5.55'	S 13°14'05" W
C20	85.00'	30.17'	30.01'	N 01°11'43" E

VICINITY MAP (NOT TO SCALE)

THIS DOCUMENT AND ALL REPRODUCIBLE COPIES OF THIS DOCUMENT ARE THE PROPERTY OF SHUPE SURVEYING COMPANY, P.C. REPRODUCTION OF THIS DOCUMENT IS NOT PERMITTED WITHOUT WRITTEN CONSENT OF SHUPE SURVEYING COMPANY, P.C. UNLESS THIS DOCUMENT BECOMES A MATTER OF PUBLIC RECORD. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

ACREAGE TABLE

LOTS 1.1457 ACRES
COMMON AREA 0.090 ACRES
RIGHT-OF-WAY (COUPER PLACE) 0.382 ACRES
RIGHT-OF-WAY (GEORGE LOTSON AVENUE) 0.084 ACRES
TOTAL 2.013 ACRES

SURVEYORS RECORDING CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES, TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA PROFESSIONAL LAND SURVEYOR REVIEW
No. 347
C. TEPPLE HILL

C. TEPPLE HILL, GA. P.L.S. # 3081

1. ADDRESS REVIEW COMMENTS	CTH	6/19/20
NO.	REVISION	BY DATE

FINAL PLAT OF

COUPER PLACE

25TH G.M.D.,
ST. SIMONS ISLAND,
GLYNN COUNTY, GEORGIA

PREPARED FOR:
PALMETTO BUILDING GROUP, LLC

SHUPE SURVEYING COMPANY, P.C.
3837 DARIEN HIGHWAY
BRUNSWICK, GA 31525
912-265-0562
CERTIFICATE OF AUTHORIZATION: LSF317

30' 0 15' 30' 60'

SCALE 1" = 30'
FILE 17048
DRAWING 17048C FP

DRAWING DATE 05/29/20
DRAWN BY JCH
CREW CHIEF N/A

SHEET 1 OF 1

CERTIFICATE OF OWNERSHIP AND DEDICATION

IT IS HEREBY CERTIFIED THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT WE DEDICATE ALL STREET RIGHTS-OF-WAY TO THE USE OF THE PUBLIC FOREVER.

THIS THE ____ DAY OF _____, 20 ____.

PALMETTO BUILDING GROUP, LLC

CERTIFICATE OF ACCURACY

IT IS HEREBY CERTIFIED TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

THIS THE ____ DAY OF _____, 20 ____.

C. TEPPLE HILL, GA. P.L.S. # 3081

CERTIFICATE OF APPROVAL BY THE BOARD OF COMMISSIONERS

IT IS HEREBY CERTIFIED THAT THE BOARD OF COMMISSIONERS, GLYNN COUNTY, GEORGIA HAS OFFICIALLY APPROVED THIS PLAT.

THIS THE ____ DAY OF _____, 20 ____.

COUNTY MANAGER

CERTIFICATE OF COMPLIANCE AND APPROVAL OF REQUIRED IMPROVEMENTS AND/OR PERFORMANCE BOND

IT IS HEREBY CERTIFIED THAT I, AS ENGINEER FOR GLYNN COUNTY, GEORGIA, HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF THE ORDINANCE TO REGULATE THE MAKING OF SURVEYS AND FILING FOR RECORD OF PLATS OF SUBDIVISIONS WITHIN THE COUNTY OF GLYNN, GEORGIA. FURTHERMORE, IT IS HEREBY CERTIFIED THAT STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO COUNTY SPECIFICATIONS AND STANDARDS OF THE SUBDIVISION REGULATIONS, AND/OR THAT THE POSTED PERFORMANCE BOND IS IN AN AMOUNT SUFFICIENT TO GUARANTEE THE REQUIRED IMPROVEMENTS AND/OR PERFORMANCE BOND.

THIS THE ____ DAY OF _____, 20 ____.

COUNTY ENGINEER

CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

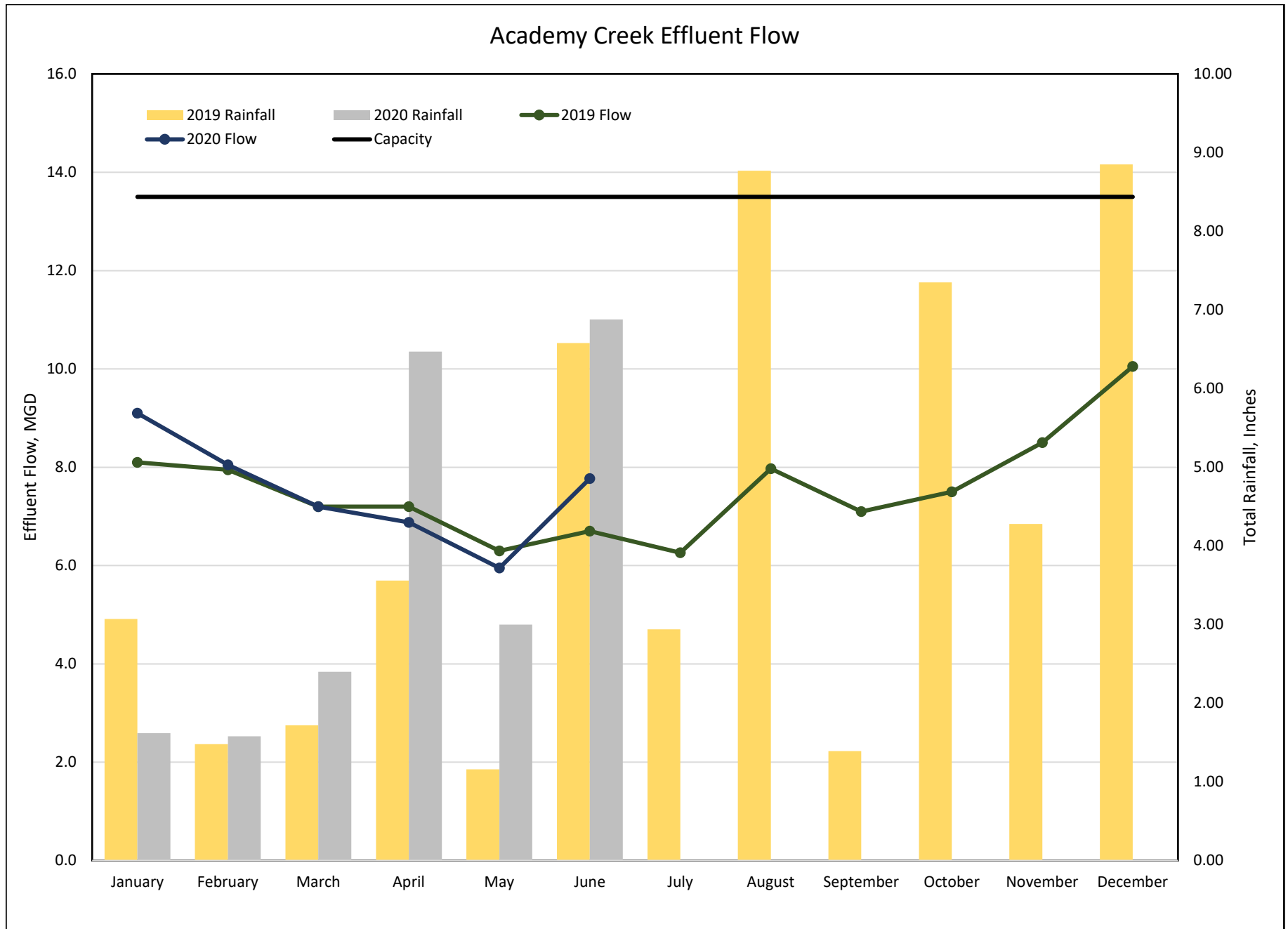
PURSUANT TO THE SUBDIVISION REGULATIONS OF GLYNN COUNTY, GEORGIA, ALL REQUIREMENTS HAVE BEEN FULFILLED AND THIS PLAT IS RECOMMENDED FOR APPROVAL.

THIS THE ____ DAY OF _____, 20 ____.

DIRECTOR OF GLYNN COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

ACADEMY CREEK WWTP	FLOW (MGD)				Influent Concentrations					Effluent Concentrations								Removal Efficiency		Rainfall		Water Meter	Sludge
	INF	PINOVA	EFF	% Cap.	pH s.u.	BOD mg/L	TSS mg/L	NH3 mg/L	Phos mg/L	pH s.u.	D.O. mg/L	BOD mg/L	TSS mg/L	NH3 mg/L	TRC mg/L	Fecal #/100 mL	Phos. mg/L	BOD %	TSS %	Maximum Inches	Total Inches	Monthly MGal	Tons to Landfill
Month																							
January 2019	7.4	0.7	8.1	60%	7.6	169	193	13.1	8.4	6.8	6.5	11	13	11.6	0.03	24	2.9	93.49%	93.26%	0.90	3.07	0.589	114.16
February 2019	6.8	0.7	8.0	59%	7.6	190	213	18.4	15.2	6.7	6.8	9	12	10.8	0.06	16	8.4	95.26%	94.37%	1.00	1.48	0.653	85.01
March 2019	6.2	0.7	7.2	53%	7.4	258	272	22.0	13.2	6.7	6.2	10	12	8.5	0.04	24	8.8	96.12%	95.59%	0.60	1.72	0.926	68.53
April 2019	6.3	0.7	7.2	53%	7.5	219	231	24.1	15.8	6.9	6.3	9	15	11.2	0.01	23	6.8	95.89%	93.51%	1.83	3.56	0.890	93.13
May 2019	5.7	0.6	6.3	47%	7.5	246	251	31.0	15.0	6.5	5.3	11	9	11.7	0.04	55	10.8	95.53%	96.41%	0.66	1.16	0.900	86.50
June 2019	5.7	0.8	6.7	50%	7.4	251	230	27.2	9.4	6.6	6.0	10	11	10.7	0.10	23	3.7	96.02%	95.22%	1.68	6.58	0.800	100.71
July 2019	5.3	0.8	6.3	46%	7.4	216	237	32.3	12.2	6.6	6.0	7	10	14.9	0.05	29	7.8	96.76%	95.78%	0.88	2.94	0.500	26.74
August 2019	6.7	0.9	8.0	59%	7.3	195	215	37.5	7.8	6.9	5.8	8	11	21.3	0.01	19	6.4	95.90%	94.88%	2.15	8.77	0.951	75.13
September 2019	6.3	0.6	7.1	53%	7.5	175	210	31.9	1.9	6.6	6.0	6	9	17.3	0.10	26	1.2	96.57%	95.71%	0.94	1.39	0.445	81.77
October 2019	6.3	1.0	7.5	56%	7.5	180	177	21.4	5.8	6.5	6.0	9	14	11.6	0.02	66	3.6	95.00%	92.09%	2.80	7.35	0.571	61.88
November 2019	7.6	0.8	8.5	63%	7.4	191	223	17.1	12.2	6.6	5.1	10	16	9.5	0.12	104	5.3	94.76%	92.83%	2.45	4.28	0.610	55.00
December 2019	8.9	0.8	10.1	74%	7.5	182	204	13.6	20.0	6.6	6.6	10	16	7.3	0.04	153	9.6	94.51%	92.16%	4.39	8.85	0.520	44.88
January 2020	8.1	0.7	9.1	67%	7.6	186	195	14.0	7.2	6.6	6.2	10	13	8.6	0.07	11	1.3	94.62%	93.33%	0.75	1.62	0.725	61.04
February 2020	7.1	0.8	8.1	60%	7.6	207	248	19.3	21.6	6.6	6.5	9	11	11.5	0.10	3	6.0	95.65%	95.56%	0.42	1.58	0.666	126.20
March 2020	7.1	0.7	7.2	53%	7.5	188	195	19.8	16.2	6.6	6.4	8	10	8.4	0.03	13	7.2	95.74%	94.87%	1.20	2.40	0.650	43.54
April 2020	7.1	0.8	6.9	51%	7.4	186	223	18.0	8.6	6.5	6.1	9	15	6.1	0.01	8	1.9	95.16%	93.27%	1.60	6.47	0.626	71.62
May 2020	6.1	0.8	6.0	44%	7.6	232	262	18.1	14.2	6.5	6.1	8	15	5.0	0.01	17	4.0	96.55%	94.27%	1.90	3.00	0.417	59.80
June 2020	7.5	0.8	7.8	58%	7.6	212	240	14.8	10.4	6.6	5.9	7	18	5.3	0.05	107	3.9	96.70%	92.50%	3.20	6.88	0.609	61.42
July 2020																							
August 2020																							
September 2020																							
October 2020																							
November 2020																							
December 2020																							
Average	6.8	0.8	7.5	56%	7.5	204.6	223	21.9	11.95	6.6	6.1	8.9	12.8	10.6	0.05	40	5.5	95.57%	94.20%	1.63	4.06	0.669	73.17
Max	8.9	1.0	10.1	74%	7.6	258.0	272	37.5	21.6	6.9	6.8	11.0	18.0	21.3	0.12	153	10.8	96.76%	96.41%	4.39	8.85	0.951	126.20
Min	5.3	0.6	6.0	44%	7.3	169.0	177	13.1	1.90	6.5	5.1	6.0	9.0	5.0	0.01	3	1.2	93.49%	92.09%	0.42	1.16	0.417	26.74
Permit Limits	N/A	N/A	13.5	N/A	N/A	N/A	N/A	N/A	N/A	6.0-9.0	2.0	20.0	30.0	17.4	0.14	200	Report	85.00%	85.00%				

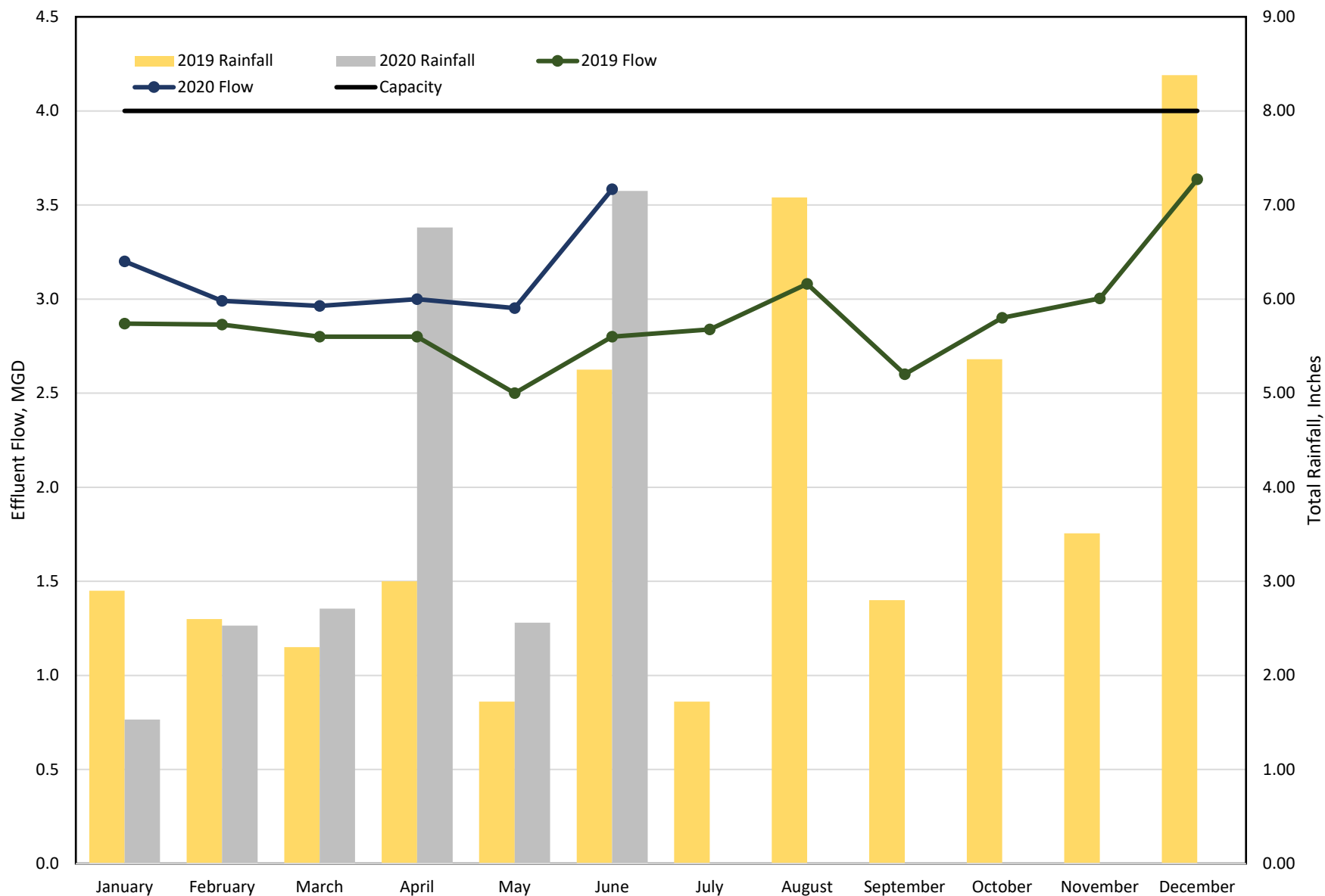
BOD - Biochemical Oxygen Demand
TSS - Total Suspended Solids
NH3 - Ammonia
Phos - Phosphorus
D.O. - Dissolved Oxygen
TRC - Total Residual Chlorine
Fecal - Fecal Coliform Bacteria



DUNBAR CREEK WWTP	FLOW (MGD)			Influent Concentrations					Effluent Concentrations							Removal Efficiency		Rainfall		Water Meter Monthly	Sludge Tons to Landfill
	INF	EFF	% Cap.	pH s.u.	BOD mg/L	TSS mg/L	NH3 mg/L	Phos mg/L	pH s.u.	D.O. mg/L	BOD mg/L	TSS mg/L	NH3 mg/L	Entero. #/100 mL	Phos. mg/L	BOD %	TSS %	Maximum Inches	Total Inches	M/Gal	
January 2019	3.8	2.9	72%	7.3	132	142	16.3	2.85	7.6	8.9	2.0	2.0	0.7	22	2.2	98.48%	98.59%	1.50	2.90	0.044	19.62
February 2019	3.5	2.9	72%	7.5	148	161	20.9	2.65	7.5	8.7	2.0	1.8	0.5	11	2.0	98.65%	98.86%	1.00	2.60	0.015	7.41
March 2019	3.2	2.8	70%	7.3	192	195	23.5	3.40	7.5	8.4	1.0	1.8	0.5	5	2.3	99.48%	99.08%	0.60	2.30	0.035	18.11
April 2019	3.5	2.8	70%	7.2	205	230	23.3	3.90	7.5	7.6	2.0	2.3	0.9	5	2.4	99.02%	99.00%	0.90	3.00	0.037	26.76
May 2019	3.4	2.5	63%	7.2	206	237	35.3	5.30	7.5	7.2	2.0	3.1	0.5	3	3.0	99.03%	98.69%	0.98	1.72	0.035	21.03
June 2019	3.7	2.8	70%	7.3	189	267	22.0	4.80	7.5	7.4	2.0	2.5	0.5	5	3.3	98.94%	99.06%	1.62	5.25	0.043	4.52
July 2019	3.6	2.8	71%	7.3	219	274	21.4	4.25	7.3	7.3	3.0	1.6	0.7	5	3.8	98.63%	99.40%	1.04	1.72	0.045	21.36
August 2019	3.9	3.1	77%	6.9	168	193	34.1	4.20	7.3	8.0	3.0	2.3	0.7	26	3.3	98.21%	98.83%	1.91	7.08	0.065	41.48
September 2019	3.2	2.6	65%	6.9	159	245	24.3	2.15	7.1	8.1	3.0	4.0	0.9	33	2.4	98.11%	98.37%	0.90	2.80	0.015	7.16
October 2019	2.7	2.9	73%	6.9	165	188	31.8	3.50	6.9	8.1	2.0	2.2	0.4	20	2.7	98.79%	98.83%	1.93	5.36	0.036	21.06
November 2019	2.9	3.0	75%	6.8	149	155	23.9	3.35	7.0	8.6	2.0	3.0	0.3	3	2.5	98.66%	98.06%	2.32	3.51	0.016	11.19
December 2019	3.4	3.6	91%	7.0	140	164	18.3	3.20	7.3	8.8	2.0	2.5	0.2	11	2.2	98.57%	98.48%	4.01	8.38	0.038	19.03
January 2020	3.0	3.2	80%	7.0	141	150	19.0	2.95	7.2	9.0	2.0	1.7	0.1	3	2.1	98.58%	98.87%	0.62	1.53	0.049	17.92
February 2020	2.8	3.0	75%	7.1	159	202	19.4	3.15	7.3	9.1	2.0	2.0	0.6	3	2.3	98.74%	99.01%	0.98	2.53	0.034	20.70
March 2020	2.7	3.0	74%	7.1	157	179	20.1	3.70	7.3	8.6	2.0	2.0	0.4	2	2.2	98.73%	98.88%	1.07	2.71	0.033	20.28
April 2020	2.8	3.0	75%	7.0	144	165	20.2	3.05	7.0	8.1	1.0	2.0	0.4	2	2.7	99.31%	98.79%	1.41	6.76	0.039	24.42
May 2020	2.6	3.0	74%	7.1	174	209	21.1	4.65	6.9	8.2	2.0	2.0	0.2	1	3.5	98.85%	99.04%	1.24	2.56	0.036	24.00
June 2020	3.3	3.6	90%	7.2	178	186	19.5	3.40	6.5	7.3	1.0	2.0	0.2	3	2.1	99.44%	98.92%	2.71	7.15	0.036	20.67
July 2020																					
August 2020																					
September 2020																					
October 2020																					
November 2020																					
December 2020																					
Average	3.2	3.0	74%	7.1	168.1	196.8	23.0	3.58	7.2	8.2	2.0	2.3	0.5	9	2.6	98.79%	98.82%	1.5	3.9	0.036	19.26
Max	3.9	3.6	91%	7.5	219.0	274.0	35.3	5.30	7.6	9.1	3.0	4.0	0.9	33	3.8	99.48%	99.40%	4.0	8.4	0.065	41.48
Min	2.6	2.5	63%	6.8	132.0	142.0	16.3	2.15	6.5	7.2	1.0	1.6	0.1	1	2.0	98.11%	98.06%	0.6	1.5	0.015	4.52
Permit Limits	N/A	4.0	N/A	N/A	N/A	N/A	N/A	N/A	6.0-9.0	6.0	5.0	20.0	2.0	35	Report	85.00%	85.00%				

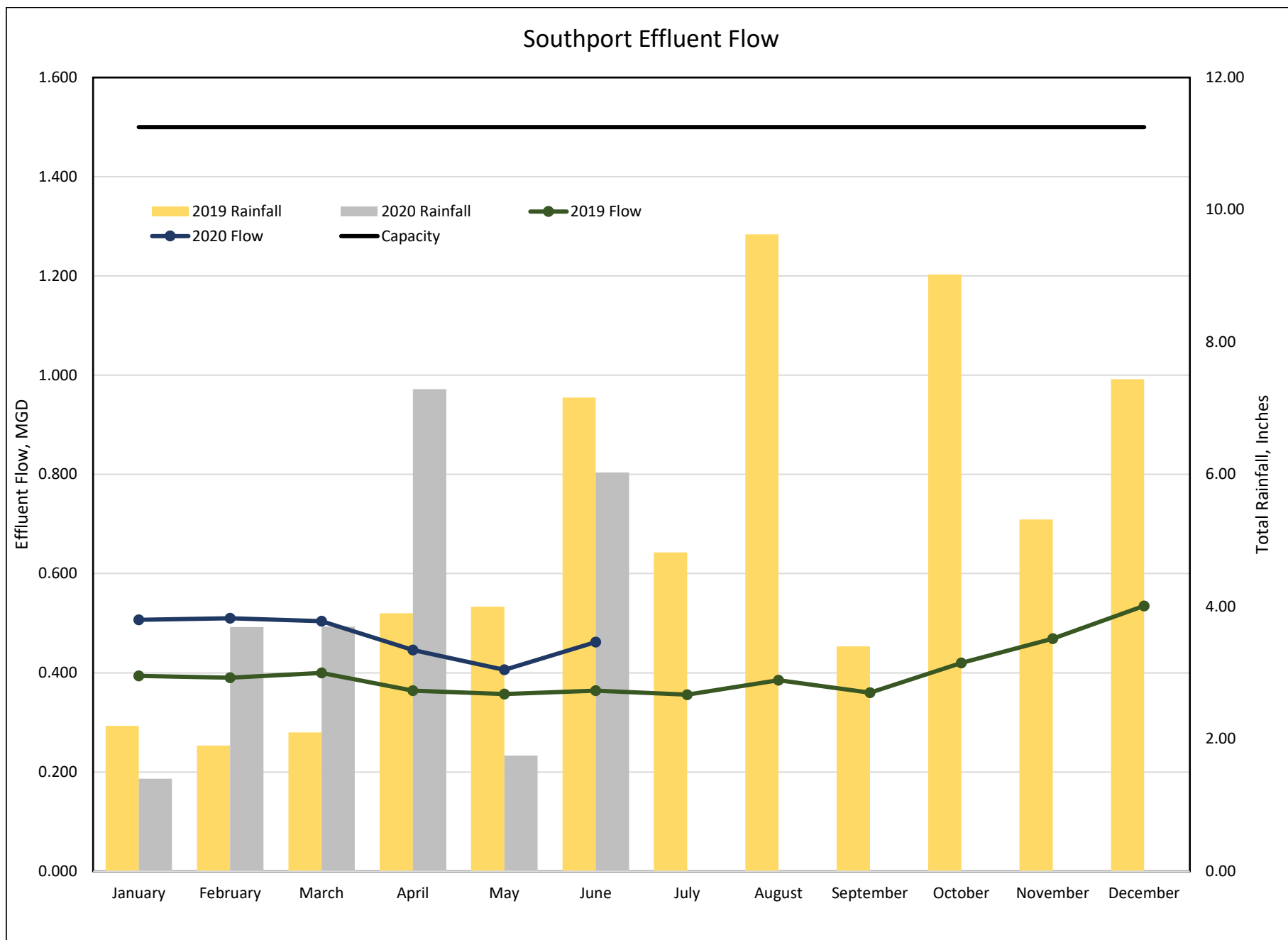
BOD - Biochemical Oxygen Demand
TSS - Total Suspended Solids
NH3 - Ammonia
Phos - Phosphorus
D.O. - Dissolved Oxygen
TRC - Total Residual Chlorine
Entero. - Enterococci Bacteria

Dunbar Creek Effluent Flow



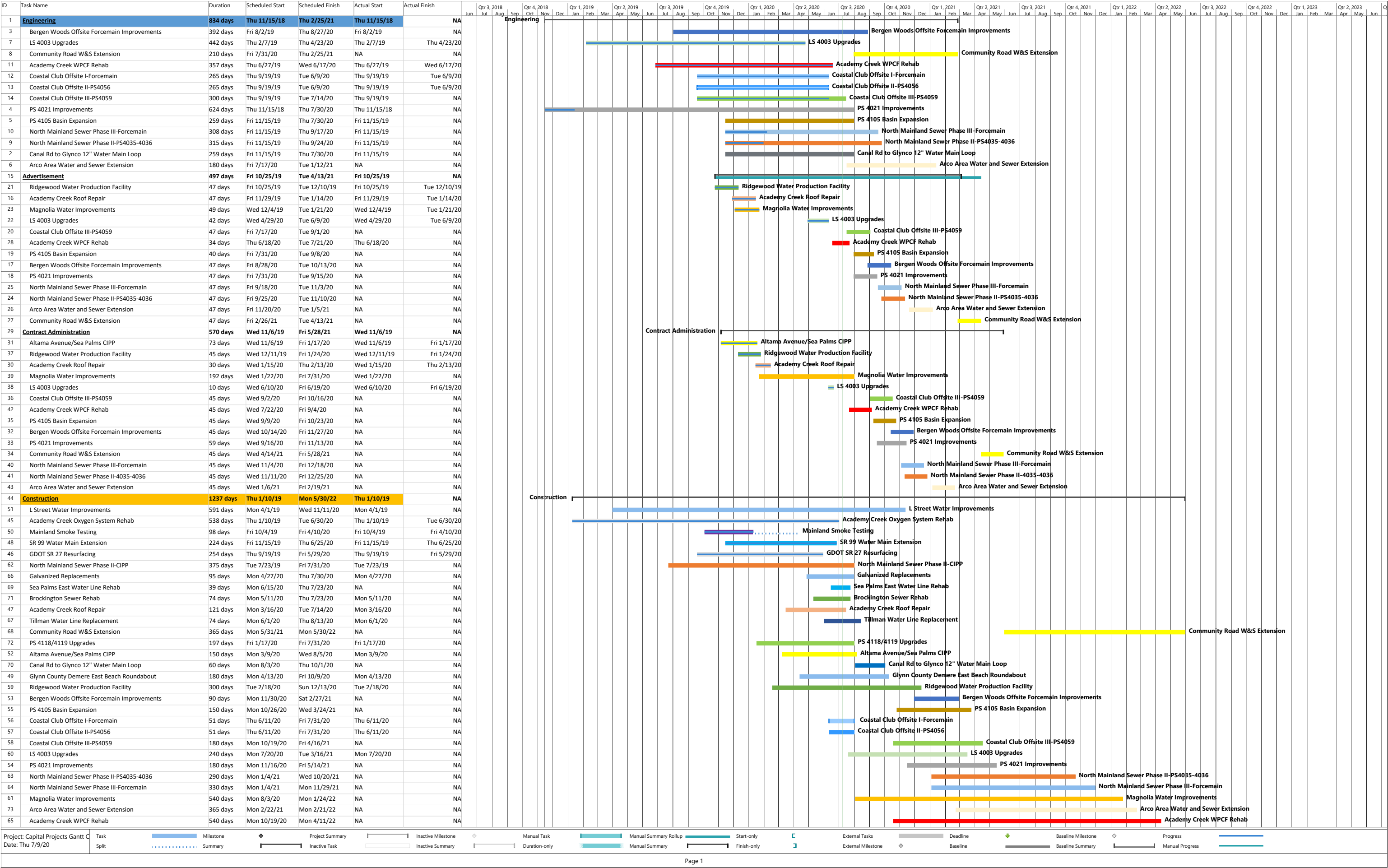
SOUTHPORT WWTP	FLOW (MGD)			Influent Concentrations					Effluent Concentrations							Removal Efficiency		Rainfall		Water Meter	Sludge
	INF	EFF	% Cap.	pH s.u.	BOD mg/L	TSS mg/L	NH3 mg/L	Phos mg/L	pH s.u.	D.O. mg/L	BOD mg/L	TSS mg/L	NH3 mg/L	Fecal #/100 mL	Phos. mg/L	BOD %	TSS %	Maximum Inches	Total Inches	Monthly M/Gal	Tons to Landfill
Month																					
January 2019	0.376	0.394	26%	6.9	128	376	23.3	3.70	7.3	9.0	3.0	3.0	0.6	6	0.1	97.65%	99.20%	1.00	2.20	0.006	3.37
February 2019	0.377	0.390	26%	7.5	111	93	29.8	1.20	7.5	8.9	3.0	4.0	0.5	8	0.5	97.31%	95.70%	0.06	1.90	0.007	6.79
March 2019	0.358	0.400	27%	6.9	111	109	31.7	3.90	7.2	8.9	4.0	4.0	0.5	6	0.1	96.40%	96.33%	0.50	2.10	0.008	6.5
April 2019	0.359	0.364	24%	6.8	113	78	30.8	3.95	7.7	8.3	6.0	2.0	0.8	4	1.0	94.69%	97.44%	0.13	3.90	0.008	5.35
May 2019	0.350	0.357	24%	6.9	121	92	40.2	4.40	7.3	8.0	5.8	4.7	0.6	5	0.7	95.21%	94.89%	1.68	4.00	0.007	3.56
June 2019	0.358	0.364	24%	6.8	98	124	27.9	3.80	7.2	6.6	4.0	5.0	0.3	4	0.7	95.92%	95.97%	1.26	7.16	0.006	5.25
July 2019	0.361	0.356	24%	6.8	110	93	27.0	4.00	7.3	7.9	8.0	5.0	0.6	12	1.1	92.73%	94.62%	1.45	4.82	0.009	4.19
August 2019	0.369	0.385	26%	6.7	117	127	45.0	4.45	7.2	8.4	5.7	7.1	0.7	23	0.8	95.13%	94.41%	2.42	9.63	0.012	1.90
September 2019	0.362	0.360	24%	6.9	96	75	36.3	2.80	7.4	7.8	5.0	3.0	0.6	23	1.4	94.79%	96.00%	1.20	3.40	0.022	3.87
October 2019	0.363	0.420	28%	6.8	103	109	31.8	3.45	7.3	7.6	4.0	2.0	0.4	49	1.4	96.12%	98.17%	2.52	9.02	0.045	3.54
November 2019	0.397	0.469	31%	6.7	108	99	33.2	4.00	6.8	8.1	4.5	4.6	0.4	6	1.0	95.87%	95.35%	4.46	5.32	0.035	9.83
December 2019	0.456	0.535	36%	6.7	94	116	19.1	2.90	6.9	8.3	3.0	7.0	0.7	7	0.4	96.81%	93.97%	3.83	7.44	0.025	5.65
January 2020	0.439	0.507	34%	6.8	120	106	28.5	4.00	6.8	8.1	3.0	9.0	0.2	12	0.3	97.50%	91.51%	0.72	1.40	0.027	6.60
February 2020	0.413	0.510	34%	6.8	112	130	24.0	2.95	7.0	8.0	3.0	8.0	1.7	21	0.2	97.32%	93.85%	1.16	3.69	0.012	3.73
March 2020	0.408	0.504	34%	6.8	111	119	24.5	2.65	7.5	6.9	3.7	7.0	0.4	3	0.2	96.67%	94.12%	2.01	3.70	0.079	6.15
April 2020	0.402	0.446	30%	6.6	137	189	23.3	3.60	6.9	8.1	4.9	6.6	0.3	2	0.1	96.42%	96.51%	1.96	7.29	0.014	0.00
May 2020	0.384	0.406	27%	6.8	133	136	22.7	4.40	7.4	7.7	5.0	4.0	0.4	6	0.4	96.24%	97.06%	1.16	1.75	0.022	13.03
June 2020	0.415	0.462	31%	6.7	147	185	21.8	4.50	7.2	7.2	6.0	4.0	0.3	21	0.5	95.92%	97.84%	2.16	6.03	0.065	0.00
July 2020																					
August 2020																					
September 2020																					
October 2020																					
November 2020																					
December 2020																					
Average	0.386	0.424	28%	6.8	115.0	130.9	28.9	3.59	7.2	8.0	4.5	5.0	0.5	12	0.6	96.04%	95.72%	1.6	4.7	0.023	4.96
Max	0.456	0.535	36%	7.5	147.0	375.7	45.0	4.50	7.7	9.0	8.0	9.0	1.7	49	1.4	97.65%	99.20%	4.5	9.6	0.079	13.03
Min	0.350	0.356	24%	6.6	94.0	75.0	19.1	1.20	6.8	6.6	3.0	2.0	0.2	2	0.1	92.73%	91.51%	0.1	1.4	0.006	0.00
Permit Limits	N/A	1.500	N/A	N/A	N/A	N/A	N/A	N/A	6.0-9.0	5.0	30.0	30.0	13.0	200	Report	85.00%	85.00%				

BOD - Biochemical Oxygen Demand
TSS - Total Suspended Solids
NH3 - Ammonia
Phos - Phosphorus
D.O. - Dissolved Oxygen
TRC - Total Residual Chlorine
Fecal - Fecal Coliform Bacteria



								BOC APPROVED FUNDING & SOURCE				COMMITTED			BUDGET VS. EXPENDITURES				BALANCE		Status
Proj #	Project Name	Projected Completion Date	Original Project Estimate	Project Manager	Concept Design	Detail Design	Construction	R&R Reserve	CIF Reserve	SPLOST	Total Approved Funds	Purchase Orders Issued	BOC Approved Change Orders	Total PO+CO	Expenditures Paid to PO's	Remaining Encumbrances	Expenditures Misc.	Expenditures Total	mitted Budget (Approved-Expended)		
232	SR-99 Water Main Extension	COMPLETE	\$2,200,000	Kline/Patel/Vo	EMC Engineering Services	Richardson, Garreston & Associates / EMC	Seaboard Construction LLC	\$0	\$2,200,000	\$0	\$2,200,000	\$1,263,167	\$673,667	\$1,936,834	\$1,863,122	\$0	\$281,375	\$2,144,497	\$55,503	3%	Project Complete. Will be removed next report.
417	Ridgewood Water Production Facility	Dec 2020	\$1,000,000	Kline/Vo	JWSC	Richardson, Garreston & Associates / EMC	Southern Civil, LLC	\$1,650,000	\$0	\$0	\$1,650,000	\$1,505,898	\$4000	\$1,509,898	\$672,725	\$837,173	\$65,943	\$1,575,841	\$74,159	4%	Construction Progress meeting held 06/22/2020. GST complete and filling for settlement. Well pump rebuild in progress.
702	North Mainland Sewer Improvements (NMSI)	Sept 2021	\$14,900,000	Kline/Vo	JWSC	Thomas & Hutton	(multiple)	\$0	\$3,200,000	\$11,700,000	\$14,900,000	\$7,179,398	\$374,214	\$7,553,612	\$6,056,601	\$1,391,849	\$0	\$7,448,450	\$7,451,550	50%	Design Funds Appropriated and divided into three subprojects
	NMSI PHII Gravity Sewer Rehab CIPP	July 2020		Kline/Vo	JWSC	Thomas & Hutton	IPR Southeast			\$2,550,519											Construction progress meeting held 06/30/2020. Contractor to remobilize manhole rehab sub 07/07/2020 and final restorations activities on-going.
	NMSI - PHII PS4035 & 4036 Upgrade	Oct 2021		Kline/Vo	JWSC	Thomas & Hutton/Four Waters Engineering, Inc.	TBD														BOC rejected all bids 04/16/2020. Staff will work with the EOR to rework the scope of the project and re-advertise the project August 2020.
	NMSI - PHIII Force Main Reroute	Nov 2021		Kline/Vo	JWSC	Thomas & Hutton/Four Waters Engineering, Inc.	TBD														Engineering redesign of forcemain/gravity connection on Ogden Dr. On-site meeting held with EOR 07/07/2020. Construction advertise August 2020.
703	Lift Station 4003 Upgrades	Mar 2021	\$3,300,000	Kline/Patel/Vo	JWSC	Hussey Gay Bell	Petticoat-Schmitt Civil Contractors, Inc	\$0	\$0	\$3,300,000	\$3,300,000	\$301,099	\$0	\$301,099	\$184,078	\$117,021	\$3,589	\$304,688	\$2,995,312	91%	Pre-Construction meeting held on 07/01/2020 and NTP issued for 07/20/2020. Asbestos assessment first. Precast consideration. Ordering pumps. Cogburn electrical.
704	Canal Road to Glynco 12-inch Watermain Loop	Oct 2020	\$1,200,000	Kline/Patel/Vo	JWSC	JWSC	JWSC	\$0	\$1,200,000	\$0	\$1,200,000	\$57,538	\$36000	\$93,538	\$57,538	\$36000	\$0	\$93,538	\$1,106,462	92%	Final Survey received 05/29/2020. JWSC in-house staff drafting options for WM route with operations staff.
801	FEMA Hazard Mitigation-Academy Creek	TBD	\$3,188,000	Burroughs	Haggerty	TBD	TBD	\$3,188,000	\$0	\$0	\$3,188,000	\$37,233	\$0	\$37,233	\$31,408	\$0	\$165,059	\$196,467	\$2,991,533	94%	Bid specifications for transfer switch installation and portable generator purchase complete. Procurement prioritizing for advertisement.
804	Magnolia Water Improvements (City of Brunswick)	Jan 2022	\$1,150,000	Kline/Vo	JWSC	City of BWK / EMC Engineering Services	Georgia Aphalt Producers	\$1,700,000	\$0	\$0	\$1,700,000	\$117,050	\$0	\$117,050	\$56,889	\$60,161	\$0	\$117,050	\$1,582,950	93%	Revised MOU with City under Legal review. Waiting on City to provide documentation of JWSC total and schedule from contractor. Water to be constructed in one phase.
805	L Street Water Improvements (City of Brunswick)	Nov 2020	\$650,000	Kline/Vo	JWSC	City of BWK / EMC Engineering Services	Georgia Aphalt Producers	\$787,334	\$0	\$0	\$787,334	\$759,884	\$6,226	\$766,110	\$512,222	\$253,889	\$0	\$766,111	\$21,223	3%	City Project/Contract. JWSC meeting Pinova held 06/12/2020. Phase 1 completed 06/23/2020. Construction Progress meeting held 06/30/2020. Construction activities on-going.
806	Academy Creek Oxygen System Rehab	COMPLETE	\$1,040,000	Burroughs	Hussey Gay Bell	Hussey Gay Bell	A&G / Matheson	\$1,040,000	\$0	\$0	\$1,040,000	\$1,039,533	\$0	\$1,039,533	\$1,033,789	\$5,744	\$0	\$1,039,533	\$467	0%	Project Complete. Will be removed next report.
904	PS4021 Rehabilitation & Upgrade	May 2021	\$275,000	Kline/Patel	JWSC	JWSC	TBD	\$0	\$275,000	\$0	\$275,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275,000	100%	BOC rejected all bids 05/21/2020 and JWSC scope reduction from triplex to duplex plans complete. Final docs under review for bid July 2020.
906	Water Pollution Rehab-Academy & Dunbar	Apr 2022	\$15,000,000	Burroughs	JWSC	GMC	TBD	\$0	\$0	\$1,480,647	\$16,641,306	\$1,190,150	\$0	\$1,190,150	\$556,557	\$633,593	\$50,107	\$1,240,257	\$15,401,049	93%	Request for Contractor Pre-Qualifications advertised 06/18/2020. Applications to be accepted by 07/21/2020.
2001	PS4105 Basin Expansion/Forcemain reroute & CIPP*	Feb 2021	\$1,485,000	Kline/Vo	JWSC	Roberts Civil Engineering	TBD	\$1,000,000	\$485,000	\$0	\$1,485,000	\$81,800	\$0	\$81,800	\$17750	\$64050	\$0	\$81,800	\$1,403,200	94%	PS4107 preliminary plan comments submitted to EOR 06/05/2020. PS4105 preliminary plan submittal pending survey work.
2002	Altama Avenue CIPP	Aug 2020	\$625,000	Kline/Vo	JWSC	JWSC	IPR Southeast	\$625,000	\$0	\$0	\$625,000	\$349,440	\$0	\$349,440	\$0	\$349,440	\$0	\$349,440	\$275,560	44%	GDOT, GC, & COB ROW permits approved 06/15/2020. Construction progress meeting held 06/30/2020. Contractor reviewing CCTV inspections and ordering liners for Altama.
2003	Sea Palms CIPP	Aug 2020	\$561,795	Kline/Vo	JWSC	JWSC	IPR Southeast	\$0	\$0	\$561,795	\$561,795	\$250,497	\$0	\$250,497	\$28900	\$221,597	\$488	\$250,985	\$310,810	55%	Construction progress meeting held 06/30/2020. Construction activities ongoing.
2005	Coastal Club Apts. Offsite PS & FM Improvements*	July 2020/ April 2021	\$228,000	Kline/Vo	JWSC	Roberts Civil Engineering	Woodard Construction / Pending	\$0	\$228,000	\$0	\$228,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$228,000	100%	FM and PS4056 meeting held onsite and construction activities ongoing 06/22/2020. PS4059 Final design submitted for review 06/30/2020.
2006	Academy Creek Roof Repair	July 2020	\$300,000	Young/Vo	JWSC	JWSC	Roofing Professionals, Inc.	\$300,000	\$0	\$0	\$300,000	\$256,160	\$0	\$256,160	\$248060	\$8,100	\$0	\$256,160	\$43,840	15%	Owner's final walkthrough inspection held 05/18/2020. Manufacturer's Inspection held 06/25/2020. Contractor to address final punchlist items and prepare for project closeout.
2007	Bergen Woods Offsite Forcemain Improvements*	Feb 2021	\$220,000	Kline/Patel/Vo	JWSC	Roberts Civil Engineering	TBD	\$0	\$220,000	\$0	\$220,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$220,000	100%	Pending Developer to secure HUD financing and address the required modifications on the adjacent GA State Patrol and GDOT properties prior to project advertisement.
2008	Demere East Beach Roundabout W&S Improvements (Glynn County)	Oct 2020	\$100,000	Kline/Patel/Vo	JWSC	Glynn County/EMC Engineering Services	Riverstone Construction, LLC	\$118,020	\$0	\$0	\$118,020	\$118,020	\$0	\$118,020	\$0	\$118,020	\$0	\$118,020	\$0	0%	Construction Progress meeting held 06/09/2020. Construction activities on-going.
2009	Sea Palms East Water Line Rehab	TBD	\$178,595	Simmons	JWSC	JWSC	JWSC	\$0	\$0	\$178,595	\$178,595	\$3089	\$0	\$3,089	\$0	\$3,089	\$1,156	\$4,245	\$174,350	98%	WL upgrades placed for interior main road crossings in advance of Glynn County paving project completed 07/01/2020. Frederica connections at the entrances of Palm and Windward yet to be completed.
2010	Oak Grove Forcemain and PS4132 Improvements*	TBD	TBD	Kline/Patel/Vo	Roberts Civil Engineering	Roberts Civil Engineering	TBD	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0%	Waiting on EOR to submit 30% design package for review.
2016	Arco Area Water and Sewer Extensions	Feb 2022	\$300,000	Kline/Vo	JWSC	TBD	TBD	\$0	\$300,000	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000	100%	RFP advertised 05/12/2020, pre-proposal teleconference 05/27/2020, and Eight bids recieved 06/16/2020. Staff recommends to award Thomas & Hutton for engineering services in the amount of \$388,340.00
2019	Brockinton Sewer Rehab	July 2020	\$250,000	Young	JWSC	JWSC	Gulf Coast Underground	\$250,000	\$0	\$0	\$250,000	\$98,327	\$0	\$98,327	\$87,061	\$11,266	\$0	\$98,327	\$151,673	61%	Project complete minus paving. Paving subcontractor delayed due to COVID impacts on crews.
2020	Community Rd Area Water & Sewer Extension	June 2022	\$250,000	Kline/Patel/Vo	JWSC	TBD	TBD	\$0	\$250,000	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	100%	RFP advertised 06/23/2020, pre-proposal teleconference 07/08/2020, and anticipated Bid Open 07/28/2020.
2021	Galvanized Replacements	TBD	\$250,000	Simmons	JWSC	JWSC	JWSC	\$250,000	\$0	\$0	\$250,000	\$2,160	\$0	\$2,160	\$2,160	\$521	\$7,448	\$10,129	\$239,871	96%	Project on-hold pending completion of the Sea Palms WL Rehab. In-house staff to replace 1-inch and 2-inch Galv pipes in Riverview subdivision. Approximately 75% replacement completed 05/29/2020.
2022	PS 4118/4119 Upgrades	August 2020	\$200,000	Young	JWSC	JWSC	JWSC	\$200,000	\$0	\$0	\$200,000	\$150,101	\$0	\$150,101	\$72,396	\$77,705	\$0	\$150,101	\$49,899	25%	GA Power relocated service entrance at PS4119. Waiting on GA relocation at PS4118. Pumps and appurtenances on site. Panels being completed.
2024	Master Plan Update	Mar 2021	\$247,500	Burroughs	JWSC	Four Waters Engineering, Inc.	N/A	\$247,500	\$0	\$0	\$247,500	\$247,500	\$0	\$247,500		\$247,500	\$0	\$247,500	\$0	0%	Existing JWSC data review underway. Project status meeting 07/15/2020
2026	Tillman Water Line Replacement	July 2020	\$80,000	Simmons	JWSC	JWSC	JWSC	\$80,000	\$0	\$0	\$80,000	\$16,177	\$0	\$16,177	\$16,177	\$0	\$48	\$16,225	\$63,775	80%	Project on-hold pending completion of the Sea Palms WL Rehab. Staff to replace 6-inch transite with 12-inch PVC to improve fire flow to Pinova and connect improvements on L Street to in-house improvements on J St.
TOTALS			\$46,978,890					\$11,435,854	\$6,158,000	\$17,221,037	\$49,975,550	\$13,761,054	\$420,440	\$14,181,494	\$9,634,311	\$4,436,718	\$293,838	\$14,364,867	\$35,610,683	71%	

	UNSOLICITED PROPOSALS*			DESCRIPTION	Concept	Application	Preliminary Engineering	Comprehensive Agreement	STATUS
	Sinclair S/D residential development (SSI)			121 Lot S/D; proposed improvements to PS2056 and force main.	Complete	Complete	Complete	Complete May 2018	Pending developer action.
	Frederica Township			Downstream upgrades to accommodate 200 additional lots; cooperative w/ Sinclair U.P.	Complete	Complete	Complete	Complete August 2018	Pending developer action.
	Ambling Glynn One Apts.			PS4044 relocation & upgrade	Complete	Complete	In progress		Engineering in progress. JWSC working on parcel aquisition.



Capital Projects Earned Value Analysis
Financial Data as of 07/08/2020

Proj #	Project Name	Project Manager	Concept Design	Detail Design	Construction	BAC	PV	EV	AC	SV	CV	ETC	EAC	VAC	SPI	CPI	TCPI
417	Ridgewood Water Production Facility	Kline/Vo	JWSC	RGA	Southern Civil, LLC	\$ 1,650,000.00	\$ 737,194.39	\$ 754,304.05	\$ 735,111.90	\$ 17,109.66	\$ 19,192.15	\$ 872,906.29	\$ 1,608,018.19	\$ 41,981.81	1.02	1.03	0.98
702	North Mainland Sewer Improvements (NMSI)	Kline/Vo	JWSC	T&H	(multiple)	\$ 14,900,000.00	\$ 10,984,627.83	\$ 6,196,174.49	\$ 6,064,811.98	\$ (4,788,453.34)	\$ 131,362.51	\$ 8,519,299.34	\$ 14,584,111.32	\$ 315,888.68	0.56	1.02	0.99
703	PS 4003 Decommission and Gravity Sewer	Kline/Patel/Vo	JWSC	HGB	Pettitcoat-Schmidt Civil Contractors	\$ 3,300,000.00	\$ 3,300,000.00	\$ 176,531.60	\$ 187,759.43	\$ (3,123,468.40)	\$ (11,227.83)	\$ 3,322,128.43	\$ 3,509,887.86	\$ (209,887.86)	0.05	0.94	1.00
704	Canal Road to Glynco 12" Watermain Loop	Vo	JWSC	T&H	TBD	\$ 1,200,000.00	\$ 37,180.86	\$ 31,138.00	\$ 9,538.00	\$ (3,123,467.40)	\$ 21,600.00	\$ 358,038.59	\$ 367,576.59	\$ 832,423.41	0.84	3.26	0.98
801	FEMA Hazard Mitigation-Academy Creek	Burroughs	Haggerty	TBD	TBD	\$ 3,188,000.00	\$ 1,611,468.49	\$ 318,800.00	\$ 196,467.04	\$ (1,212,968.49)	\$ 122,332.96	\$ 1,768,203.36	\$ 1,964,670.40	\$ 1,223,329.60	0.20	1.62	0.96
804	Magnolia Water Improvements (City of Brunswick)	Kline/Vo	JWSC	City / EMC	Georgia Asphalt Producers	\$ 1,700,000.00	\$ 1,667,619.05	\$ 58,525.00	\$ 56,888.75	\$ (1,609,094.05)	\$ 1,636.25	\$ 1,595,582.42	\$ 1,652,471.17	\$ 47,528.83	0.04	1.03	1.00
805	L Street Water Improvements (City of Brunswick)	Kline/Vo	JWSC	City / EMC	Georgia Asphalt Producers	\$ 787,334.00	\$ 787,334.00	\$ 551,269.38	\$ 512,221.40	\$ (236,064.62)	\$ 39,047.98	\$ 219,343.48	\$ 731,564.88	\$ 55,769.12	0.70	1.08	0.86
906	Water Pollution Rehab-Academy & Dunbar	Burroughs	JWSC	GMC	TBD	\$ 11,641,306.00	\$ 784,001.24	\$ 628,581.80	\$ 626,781.73	\$ (155,419.44)	\$ 1,800.07	\$ 10,981,187.06	\$ 11,607,968.79	\$ 33,337.21	0.80	1.00	1.00
2001	PS 4105 Basin Expansion	Kline	JWSC	Roberts Civil Engineering	TBD	\$ 1,485,000.00	\$ 1,485,000.00	\$ 16,250.00	\$ 17,750.00	\$ (1,468,750.00)	\$ (1,500.00)	\$ 1,604,326.92	\$ 1,622,076.92	\$ (137,076.92)	0.01	0.92	1.00
2002	Altama Avenue CIPP	Kline/Vo	JWSC	JWSC	IPR Southeast	\$ 625,000.00	\$ 283,235.09	\$ 20,960.25	\$ 16,817.10	\$ (262,274.84)	\$ 4,143.15	\$ 484,641.01	\$ 501,458.11	\$ 123,541.89	0.07	1.25	0.99
2003	Sea Palms CIPP	Kline/Vo	JWSC	JWSC	IPR Southeast	\$ 561,795.00	\$ 202,937.78	\$ 47,325.97	\$ 41,051.75	\$ (155,611.82)	\$ 6,274.22	\$ 446,263.57	\$ 487,315.32	\$ 74,479.68	0.23	1.15	0.99
2006	Academy Creek Roof Repair	Young/Vo	JWSC	JWSC	Roofing Professionals, Inc.	\$ 256,100.00	\$ 243,295.00	\$ 250,978.00	\$ 248,060.00	\$ 7,683.00	\$ 2,918.00	\$ 5,062.45	\$ 253,122.45	\$ 2,977.55	1.03	1.01	0.64
2009	Sea Palms East Water Line Rehab	Simmons	JWSC	N/A	TBD	\$ 178,595.00	\$ 31,479.62	\$ 21,446.25	\$ 3,282.32	\$ (10,033.37)	\$ 18,163.93	\$ 24,051.41	\$ 27,333.73	\$ 151,261.27	0.68	6.53	0.90
2019	Brockinton Subdivision Gravity Rehab	Young	JWSC	N/A	Gulf Coast Underground	\$ 275,000.00	\$ 275,000.00	\$ 247,500.00	\$ 87,061.30	\$ (27,500.00)	\$ 160,438.70	\$ 9,673.48	\$ 96,734.78	\$ 178,265.22	0.90	2.84	0.15
2021	Galvanized Replacements	Simmons	JWSC	N/A	JWSC	\$ 250,000.00	\$ 66,358.02	\$ 11,250.00	\$ 9,608.90	\$ (55,108.02)	\$ 1,641.10	\$ 203,922.21	\$ 213,531.11	\$ 36,468.89	0.17	1.17	0.99
2022	PS 4118/4119 Upgrades	Young	JWSC	N/A	JWSC	\$ 200,000.00	\$ 107,500.00	\$ 50,000.00	\$ 72,396.00	\$ (57,500.00)	\$ (22,396.00)	\$ 217,188.00	\$ 289,584.00	\$ (89,584.00)	0.47	0.69	1.18
2026	Tillman Water Line Replacement	Simmons	JWSC	JWSC	JWSC	\$ 80,000.00	\$ 80,000.00	\$ 8,000.00	\$ 16,225.00	\$ (72,000.00)	\$ (8,225.00)	\$ 146,025.00	\$ 162,250.00	\$ (82,250.00)	0.10	0.49	1.13
TOTALS						\$ 42,278,130.00	\$ 22,684,231.37	\$ 9,389,034.79	\$ 8,901,832.60	\$ (13,295,196.58)	\$ 487,202.19	\$ 30,777,843.01	\$ 39,679,675.61	\$ 2,598,454.39	0.41	1.05	0.99

BAC	Budget at Completion	Approved Budget for Project	
PV	Planned Vaue	% of Schedule Used x BAC	
EV	Earned Value	% of Work Completed x BAC	
AC	Actual Cost	Actual Costs to Date	
SV	Schedule Variance	EV - PV	Positive means ahead of schedule
CV	Cost Variance	EV - AC	Positive is better
ETC	Estimate to Complete	(BAC - EV) / CPI	Estimate to complete based on cost performance to date
EAC	Estimate at Completion	AC + ETC	Estimated final project cost
VAC	Variance at Completion	BAC - EAC	Positive means project is projected to be under budget
SPI	Schedule Performance Index	EV / PV	Greater than 1.0 means ahead of schedule
CPI	Cost Performance Index	EV / AC	Greater than 1.0 means costs are ahead of schedule
TCPI	To Complete Performance Index	(BAC - EV) / (BAC - AC)	Greater than 1.0 indicates project management needs to be more efficient to complete project on budget