



# LAWRENCEVILLE

## GEORGIA

### CITY COUNCIL REGULAR MEETING AGENDA

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Monday, January 25, 2021  
7:00 PM

Council Assembly Room  
70 S. Clayton St, GA 30046

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#### **Call to Order**

#### **Appointment**

- [1.](#) Elect a Mayor Pro Tempore for 2021

#### **Prayer**

#### **Pledge of Allegiance**

#### **Agenda Additions / Deletions**

#### **Approval of Prior Meeting Minutes**

2. October 26, 2020 Regular Meeting
3. October 28, 2020 Special Call and Executive Session
4. October 29, 2020 Special Call and Executive Session
5. November 2, 2020 Special Call and Executive Session
6. November 11, 2020 Work Session and Executive Session
7. November 18, 2020 Regular Meeting
8. December 9, 2020 Work Session and Executive Session
9. December 11, 2020 City Council Retreat
10. December 16, 2020 Special Call
11. December 16, 2020 Regular Meeting

#### **Announcements**

**Public Comment**

Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

**Consent Agenda**

These are items on which the Mayor and Council are in agreement to approve and are placed on the agenda to be approved in one vote.

- [12.](#) Mutual Assistance Agreement between GA Power & City of Lawrenceville
- [13.](#) Electric Cities of Georgia, Engineering Service on an annual contract
- [14.](#) On-Demand Underground Electric Distribution Cable Installation on an Annual Contract
- [15.](#) Amend Chapter 26, Section 26-5, Smoking Prohibited on the Campus of Georgia Gwinnett College
- [16.](#) Amend Chapter 32 – Streets, Sidewalks and Other Public Properties, Article II – Smoking Ordinance
- [17.](#) Amend Chapter 28, Parks and Recreation Ordinance
- [18.](#) 2021 Amendment to Building Lease of January, 2011 with Randy's Nursery
- [19.](#) Ordinance to Set and Publish Qualifying Fees for 2021 / Ordenanza para establecer y publicar tarifas de calificación para 2021

**Council Business Old Business**

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council.

- [20.](#) FY 2021 Mid-Year Budget Adjustment

**Executive Session – Personnel, Litigation, Real Estate****Final Adjournment**



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR SESSION, JANUARY 25, 2021

AGENDA CATEGORY: APPOINTMENT

|                          |                                                                           |
|--------------------------|---------------------------------------------------------------------------|
| <b>Item:</b>             | Elect a Mayor Pro Tempore for 2021                                        |
| <b>Department:</b>       | City Clerk                                                                |
| <b>Date of Meeting:</b>  | Monday, January 25, 2021                                                  |
| <b>Fiscal Impact:</b>    | N/A                                                                       |
| <b>Presented By:</b>     | Karen Pierce, City Clerk                                                  |
| <b>Action Requested:</b> | Appoint Council Member Victoria Jones to serve as Mayor Pro Tem for 2021. |

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**Summary:** The city council, by a majority vote of the councilmembers, shall elect a councilmember to be mayor pro tempore, who shall serve for a term of one year and until a successor is elected and qualified.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JANUARY 25, 2021

AGENDA CATEGORY: CONSENT

|                          |                                                                                                                                                   |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Mutual Assistance Agreement between GA Power & City of Lawrenceville                                                                              |
| <b>Department:</b>       | Electric                                                                                                                                          |
| <b>Date of Meeting:</b>  | Monday, January 25, 2021                                                                                                                          |
| <b>Fiscal Impact:</b>    | NONE                                                                                                                                              |
| <b>Presented By:</b>     | Chris Ridings, Electric Director                                                                                                                  |
| <b>Action Requested:</b> | Approve the agreement as presented, and authorize the Mayor to execute the agreement with GA Power upon review and approval of the City Attorney. |

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**Summary:** This mutual assistance agreement is a non-binding agreement that will allow the two parties to provide emergency assistance to each other during & after storm events. This will allow the City to assist GA Power in areas of GA Power service area, and would also allow GA Power to assist the City of Lawrenceville within the City's service area.

**Background:** The service area of the City Electric Department & the city limits of Lawrenceville do not perfectly align. There are areas inside the City that are serviced by GA Power, and there are areas outside the City that are serviced by the City Electric Department. At times, it may be mutually beneficial for the two entities to provide assistance with infrastructure repair during & after storm events.

**Fiscal Impact:** None

**Attachments/Exhibits:**  
Mutual Assistance Agreement



## SUPPLIER INFORMATION

### FORM INSTRUCTIONS

**Instructions:** Supplier shall complete this form and each of the attachments checked in the section to the right.

When applying to become a trusted supplier, you will be agreeing with [Southern Company compliance principles](http://www.southerncompany.com/about-us/suppliers/policies.cshtml) (accessible via <http://www.southerncompany.com/about-us/suppliers/policies.cshtml>), which are a summary of some of the governing terms and conditions contained in our contracts. In addition, you can be confident that at Southern Company, ethical behavior applies to every part of our business. Learn more about our [Code of Ethics](http://coe.southernco.com/) (accessible via <http://coe.southernco.com/>).

Please note that providing the following information does not guarantee that the product(s) and/or service(s) you offer will be purchased by a subsidiary of Southern Company.

### ATTACHMENTS (Required if checked)

- ☐ A – Contractor Information
- ☐ B – Supplier Site Information
- ☐ C – Supplier Certification Form
- ☐ D – Supplier Product/Service Information
- ☐ E – W-9 Information
- ☐ F – W-8 Information (International Suppliers)
- ☐ G – I-9 Information
- ☐ H – Contractor Compliance Background Form
- ☐ I – Contractor Statistical Data Form
- ☐ J – Contractor Safety Questionnaire
- ☐ K – Supplier Sales and Use Tax Information
- ☐ L – Hire Mississippi Supplier Certification
- ☐ M – Electronic Funds Transfer (EFT) Form
- ☐ N – Other \_\_\_\_\_

### COMPANY INFORMATION

|                                                                           |       |                                                                                                                                                                                                             |                                                                                                                       |  |             |
|---------------------------------------------------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|--|-------------|
| Company Name                                                              |       |                                                                                                                                                                                                             | Company Web Site                                                                                                      |  |             |
| Tax Reporting Name (if different)                                         |       |                                                                                                                                                                                                             | Company Phone                                                                                                         |  | Company Fax |
| Federal Tax ID # or Social Security #:                                    |       | Organization Type:                                                                                                                                                                                          |                                                                                                                       |  |             |
| 1099 Reportable? <input type="checkbox"/> Yes <input type="checkbox"/> No |       | <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership<br><input type="checkbox"/> Other    If Other, specify: |                                                                                                                       |  |             |
| CEO/Owner Name                                                            |       |                                                                                                                                                                                                             | CEO/Owner Title                                                                                                       |  |             |
| <b>Company Headquarters Address (Domestic)</b>                            |       |                                                                                                                                                                                                             | <b>Company Headquarters Address (International)</b>                                                                   |  |             |
|                                                                           |       |                                                                                                                                                                                                             | <i>If entering an international address, fill in domestic address fields with "N/A" and select "—" for the state.</i> |  |             |
| City                                                                      | State | Zip Code                                                                                                                                                                                                    |                                                                                                                       |  |             |
| <b>INFORMATION PURPOSES ONLY</b>                                          |       |                                                                                                                                                                                                             |                                                                                                                       |  |             |
| When invoicing, Invoicing Name (if different)                             |       |                                                                                                                                                                                                             |                                                                                                                       |  |             |

### COMPANY CONTACT

|      |     |              |                                   |
|------|-----|--------------|-----------------------------------|
| Name | Fax | Phone        | E-mail Address                    |
|      |     | 770-277-7451 | chris.ridings@lawrencevillega.org |

### SUBMISSION STATEMENT

The undersigned individual affirms that the above information, and all attached forms, is accurate, true, and complete. Also, the individual understands and acknowledges that the information provided is subject to verification. The individual further understands that proper completion of this form, and all attachments, is a condition of participation as a potential supplier for one of the subsidiaries of Southern Company.

|      |       |           |      |
|------|-------|-----------|------|
| Name | Title | Signature | Date |
|------|-------|-----------|------|

### SOUTHERN COMPANY INTERNAL INFORMATION

|                 |                    |
|-----------------|--------------------|
| Requestor Name  | Requestor Comments |
| Requestor Phone |                    |

## ATTACHMENT A - CONTRACTOR INFORMATION FORM

### FORM INSTRUCTIONS

**SUPPLIER NAME:**

**Instructions:** Supplier shall complete this form in its entirety, and provided additional attachments as necessary.

### GENERAL INFORMATION

1. Are you presently or have you done business with Southern Company or affiliate? ☐ Yes ☒ No  
*If yes, please check applicable affiliate and list name of primary contact:*

☐ Alabama Power Company  
 Contact:

☐ Georgia Power Company  
 Contact:

☐ Southern Company Services  
 Contact:

☐ Mississippi Power Company  
 Contact:

☐ Southern Nuclear Company  
 Contact:

☐ Southern Power Company  
 Contact:

2. **Business References:** List the three largest customers for whom you have provided services similar to those requested by Southern Company and provide the requested information for each:

- Reference #1 - Customer Name:

Contact Title

Contact Name

Contact Phone

Contact Email

Contract Description, Amount and Completion Date

- Reference #2 - Customer Name:

Contact Title

Contact Name

Contact Phone

Contact Email

Contract Description, Amount and Completion Date

- Reference #3 - Customer Name:

Contact Title

Contact Name

Contact Phone

Contact Email

Contract Description, Amount and Completion Date

3. What is your company's Dun & Bradstreet (D&B) Listing Number?

4. Has your company ever filed Bankruptcy? ☐ Yes ☐ No If yes, when?

5. **Licenses:** List the professional licenses and/or certifications that your company currently holds that are applicable to the work you seek to perform for Southern Company. If necessary, provide an attachment listing additional licenses.

Professional (List State)

Certificate Number

Expiration Date

6. **Insurance Certifications:** (Indicate limit amounts and attach sample certificate)

☐ General Liability \$

☐ Employer's Liability \$

☐ Vehicle \$

☐ Umbrella/Excess Liability \$

☐ Other (Specify type): \$

| GENERAL INFORMATION (Continued)                                                                                                                                                                                                                                                |                                                  |                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-----------------------------|
| 7. For the services your company provides, indicate the type labor your company uses to perform the work. If it is a combination, provide a percentage breakdown between the two.                                                                                              |                                                  |                             |
| <input type="checkbox"/> Organized Labor Shops - %                                                                                                                                                                                                                             | <input type="checkbox"/> Open Shops - % 1 0 0    |                             |
| 8. <u>Trade Organizations</u> : List the trade organizations with which you have current contracts or working agreements that are applicable to the work you seek to perform for Southern Company. If necessary, provide an attachment listing additional trade organizations. |                                                  |                             |
| Organization Name                                                                                                                                                                                                                                                              | Local or Lodge Number                            |                             |
|                                                                                                                                                                                                                                                                                |                                                  |                             |
|                                                                                                                                                                                                                                                                                |                                                  |                             |
|                                                                                                                                                                                                                                                                                |                                                  |                             |
|                                                                                                                                                                                                                                                                                |                                                  |                             |
|                                                                                                                                                                                                                                                                                |                                                  |                             |
| 9. <u>Special Quality Programs and Certifications</u> : Provide a response to each of the quality related questions listed below. If your company has other quality initiatives in place, please explain within the "Other" section.                                           |                                                  |                             |
| - Is quality control/assurance a separate and distinct part of your organization?                                                                                                                                                                                              | <input type="checkbox"/> Yes                     | <input type="checkbox"/> No |
| - Is there a documented quality system (Quality Manual)?                                                                                                                                                                                                                       | <input type="checkbox"/> Yes                     | <input type="checkbox"/> No |
| - Is there a program for continual quality improvement?                                                                                                                                                                                                                        | <input type="checkbox"/> Yes                     | <input type="checkbox"/> No |
| - Is your company ISO 9000 certified?                                                                                                                                                                                                                                          | <input type="checkbox"/> Yes                     | <input type="checkbox"/> No |
| - Does your company have a 10CFR50 Appendix B QA program?                                                                                                                                                                                                                      | <input type="checkbox"/> Yes                     | <input type="checkbox"/> No |
| - Other:                                                                                                                                                                                                                                                                       |                                                  |                             |
| 10. <u>Business Volume (Consolidated)</u> : Provide the following information on your company.                                                                                                                                                                                 |                                                  |                             |
| - What year was your company established?                                                                                                                                                                                                                                      | - Average annual income during the last 5 years: |                             |
| - Estimated annual income this year:                                                                                                                                                                                                                                           | - Largest single sale/project (past 5 years):    |                             |
| 11. <u>Employee Information</u> : Provide the following information on your employees/manpower.                                                                                                                                                                                |                                                  |                             |
| - Total number of Full-time Employees:                                                                                                                                                                                                                                         | - Average peak manpower during last 5 years:     |                             |
| 12. <u>Company Structure</u> : Provide the information below about any affiliate or subsidiary of your company. If necessary, provide an attachment listing additional information on your company structure.                                                                  |                                                  |                             |
| - Company Name and Phone                                                                                                                                                                                                                                                       | Complete Address                                 | Relationship                |
|                                                                                                                                                                                                                                                                                |                                                  |                             |
| - Company Name and Phone                                                                                                                                                                                                                                                       | Complete Address                                 | Relationship                |
|                                                                                                                                                                                                                                                                                |                                                  |                             |
| - Company Name and Phone                                                                                                                                                                                                                                                       | Complete Address                                 | Relationship                |
|                                                                                                                                                                                                                                                                                |                                                  |                             |
| - Company Name and Phone                                                                                                                                                                                                                                                       | Complete Address                                 | Relationship                |
|                                                                                                                                                                                                                                                                                |                                                  |                             |

**GENERAL INFORMATION (Continued)**

13. **Secretary of State Status:** Answer the questions below concerning whether your company is in Good Standing with the identified Secretary of State offices. (i.e The good standing status signifies an entity is current with the filing requirements of the Secretary of State's office, as well as being current with the entity's corporate franchise taxes. Generally sole proprietorships are not required to register with the state. In most cases a sole proprietorship is required to register with the State only if it chooses to incorporate, establish a limited liability company or limited partnership).

- What is your State of Incorporation?

- Is your company in Good Standing with the Alabama Secretary of State's office?

☐ Yes

☐ No

☐ Not Applicable

- Is your company in Good Standing with the Georgia Secretary of State's office?

☐ Yes

☐ No

☐ Not Applicable

- Is your company in Good Standing with the Mississippi Secretary of State's office?

☐ Yes

☐ No

☐ Not Applicable

- For States listed as N/A, please explain:

- Is your company in Good Standing with the Secretary of State in your company's state of incorporation if operating within Southern Company territory as a foreign entity?

☐ Yes

☐ No
**CONTRACT CONTACT INFORMATION**

1. **Contact for Contract Notices:** Identify the individual that would be responsible for receiving and processing contract notices on behalf of your company.

- Contact Name  
Chris Ridings

Contact Title  
Electric Director

Contact Phone  
770-277-7451

Contact Fax

Address  
PO Box 2200  
70 S. Clayton Street

Contact Email  
chris.ridings @lawrencevillega.org

City  
Lawrenceville

State  
GA

Zip Code  
30046

Country  
US

2. **Person to Sign Contract:** Identify below the individual that would execute a contract on behalf of your company.

- Name

Title

3. **Services Contact Information:** Identify the primary, secondary and tertiary (as applicable) contacts for authorizing services under a contract on behalf of your company.

- Primary Contact Name  
Chris Ridings

Title  
Electric Director

Office Phone  
770-277-7451

Office Fax

Cell Phone  
770-530-2256

Other Contact Number

Contact Email  
chris.ridings@lawrencevillega.org

- Secondary Contact Name  
(if applicable)

Title

Office Phone

Office Fax

Cell Phone

Other Contact Number

Contact Email

- Tertiary Contact Name  
(if applicable)

Title

Office Phone

Office Fax

Cell Phone

Other Contact Number

Contact Email

Updated May 3, 2017

## ATTACHMENT B - SUPPLIER SITE INFORMATION FORM

### FORM INSTRUCTIONS

**SUPPLIER NAME:**
**SITE FORM (      of      )**

**Instructions:** Supplier shall provide Site information for one or more Supplier Sites as appropriate. A Site is defined as an office address that a supplier identifies for receiving purchase orders and/or receiving payments. Some suppliers may have multiple "Sites", and, if this is the case, a separate form should be filled out for each separate Site. The Supplier should use this form to specify the physical location, and contact information for each Site. Supplier should indicate the number of Sites and associated Site forms in the above section above on the right side of the form. Each of the sections listed below must be completed for each Site. (**Note:** \* - designates a required field):

- A. Site Type
- B. Applicable Company/Companies (i.e. Southern Company affiliate to which Supplier's Site is applicable).
- C. Site Address Information
- D. Site Contact Information

### SITE TYPE

A. Select Site Type\* (Check one)

- ☐ **Procurement Only** – This Site is a location to which only Purchase Orders (PO) should be issued.  
☒ **Procurement and Remittance** – This Site is a location to which BOTH PO's and remittance should be issued.  
☐ **Remittance Only** – This Site is a location to which only remittance should be issued.

**Note:** For Remittance Sites, please indicate the preferred payment method: ☐ Electronic ☐ Check

*If the "electronic" payment method is chosen, a representative of Southern Company will follow up, at the appropriate time, to obtain the payment method details (i.e., ACH, FED, bank routing numbers, etc.)*

### APPLICABLE COMPANY/COMPANIES

B. Select Applicable Company or Companies\* (Check all that apply)

- ☐ Alabama Power Company      ☒ Georgia Power Company      ☒ Southern Company Services  
☐ Mississippi Power Company      ☐ Southern Nuclear Company      ☐ Southern Power Company

**Note:** When selecting a company, or multiple companies, above the Supplier should ensure that the physical location for the procurement and/or remittance type site being specified is applicable for each company checked.  
**If there are different locations for PO's and/or remittance to be issued to based on which company is selected, then separate forms must be completed and submitted by the supplier for each location (Site).**

### APPLICABLE COMPANY/COMPANIES

C. Provide Site Address Information \* 70 S. Clayton Street  
 Address

Additional Address                      435 W Pike St

 City  
 Lawrenceville

 State  
 GA

 Zip Code  
 30046

 Country  
 US

### COMPANY CONTACT

D. Site Contact Information  
 Contact Name

Title

Contact Phone

Contact Phone

Contact E-mail Address

Chris Ridings

Electric Director

770-277-7451

770-530-2256

chris.ridings @lawrencevillega.org

### SUBMITTED BY

The undersigned individual affirms that the above information, and all attached forms, is accurate, true, and complete.

Name

Title

Signature

Date

# Supplier Self-Certification Form

City of Lawrenceville

Company Name (include DBA where appropriate)

Internal Use Only

Supplier # (SoCo ID)

Federal Tax ID

Primary NAICS Code

No. of Employees

CEO/Owner Name

Title

Headquarters Street Address

City

State

Zip

70 S Clayton St

Lawrenceville

GA

30046

Mailing Address

City

State

Zip

70 S Clayton St

Telephone Number

Facsimile Number

Alternate Number

E-mail Address

Website

## Return completed form to:

ATTN:

Email:

FAX:

Mail:

Alabama Power Company, Georgia Power Company, and Mississippi Power Company ("Southern Company") are contractors with the Federal Government and therefore must comply with various Federal laws and regulations. These laws and regulations require that Southern Company obtain written representation from its subcontractors and suppliers regarding their size status. Please complete the following sections which Southern Company must maintain as part of its supplier diversity records. **If there are any changes to your size or status under any of the following sections you are required to inform Southern Company in writing no later than fifteen (15) days of the change.**

**Please check ALL boxes below applicable to your business and remember more than one box may apply to your business.**

For further clarification on small business eligibility, see the Small Business Size Regulations in the Code of Federal Regulations Title 13, Part 121.

- ☐ **Large Business (Other than a Small Business)** - A business concern that exceeds the small business size code standards established by the SBA in 13 CFR Part 121. ☐ Woman-Owned ☐ Veteran-Owned ☐ Service-Disabled Veteran ☐ Minority-Owned (MBE - Complete MBE section below)
- ☐ **A Small Business Concern** - A for profit business in the U.S. which meets the Small Business Administration (SBA) standards, generally under 500 employees for manufacturing and under \$7.5 Million in average receipts for most non-manufacturing. Size standards for each industry can be found on the NAICS Tables at <http://www.sba.gov/content/small-business-size-standards#>
- ☐ **Minority-Owned (MBE)** - A for profit business that is at least 51% owned by one or more of the following ethnic minorities who control the daily management of the business:
  - ☐ African American ☐ Native American ☐ Subcontinent Asian Americans ☐ Asian-Pacific American ☐ Hispanic American
  - ☐ Other (please specify) \_\_\_\_\_
- ☐ **A Small Disadvantaged Business Concern (SDB)** - A small business that is at least 51% owned by one or more socially and economically disadvantaged individual(s) whose net worth does not exceed \$750,000 exclusive of applicable exclusions such as primary personal residence as set forth in the Code of Federal Regulations (CFR), 13 CFR 124.103-104(c)(2).
- ☐ **A Woman-Owned Small Business Concern (WOSB)** - A small for profit business that is at least 51% owned by one or more women who control the daily management of the business.
- ☐ **A Veteran-Owned Small Business Concern (VOSB)** - A small for profit business concern at least 51% of which is owned by one or more veterans as defined in 38 U.S.C. 101(2) who control the daily management of the business **(please attach copy of Form DD214 or equivalent).**
- ☐ **A Service Disabled Veteran-Owned Small Business Concern (SDVOB)** - A small for profit business concern at least 51% of which is owned by one or more service-disabled veterans (defined in 38 U.S.C. 101(16)) who control the daily management of the business or in the case of a veteran with a permanent and severe disability the spouse or permanent caregiver of such service-disabled veteran **(please attach copy of Form DD214 or equivalent).**
- ☐ **A HUBZone Small Business Concern (SBA Certified)** - A small business currently certified by SBA as a HUBZone small business **(attach copy of certification).**

### Council Certifications: (attach copy of certification(s))

- ☐ Certified by a National Minority Supplier Development Council (NMSDC) Affiliate as a MBE
- ☐ Certified by a Women's Business Enterprise National Council (WBENC) Affiliate as a WBE
- ☐ Certified by an organization other than NMSDC or WBENC

**Under 15 U.S.C. 645(d), any person who misrepresents its size status may (1) be subject to a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.**

The undersigned individual affirms that he/she is the authorized representative of the above named business; is authorized to execute this certification on its behalf; and the above information is complete, accurate, and true. In addition, the undersigned understands that the information provided in this certification is subject to verification and further that the full and proper completion of this questionnaire is a condition of participation as a small and diverse supplier for Southern Company and its subsidiaries upon which Southern Company will rely in consideration of your business as a possible supplier of goods or services. The undersigned certifies to the best of its knowledge and belief, that it and/or any of its principals: (A) are not at present debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency; nor (B) have within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; or violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Name (Typed or Printed)

Title

Authorized Signature

Date



## Supplier Products and Services

**Company Name** City of Lawrenceville

**Southern Company maintains a Supplier Diversity database where project leaders can research your company's offerings. Please list below the top 3 products or services that set your company apart from others in your field along with the NAICs (North American Industry Classification System) code. Supplying the NAICs code for your products or services helps to properly classify them for future reference. Feel free to add any further detail concerning unique skills or niche industry expertise.**

Primary products and/or services

| <u>NAICS Code</u> | <u>Type of Products/Services</u>                                         |
|-------------------|--------------------------------------------------------------------------|
| 22                | Electric, gas, steam and hot water supply                                |
| 23                | Construction                                                             |
| 31                | Food and kindred product manufacturing                                   |
| 32                | Textile, apparel and leather goods manufacturing                         |
| 33                | Manufacturing                                                            |
| 34                | Chemical and allied product manufacturing                                |
| 35                | Transportation equipment manufacturing                                   |
| 36                | Plastics and rubber, leather and other miscellaneous manufacturing       |
| 37                | Transportation and warehousing                                           |
| 42                | Wholesale trade                                                          |
| 44                | Retail trade                                                             |
| 45                | Food and beverage stores                                                 |
| 46                | Wholesale trade                                                          |
| 47                | Retail trade                                                             |
| 48                | Transportation and warehousing                                           |
| 49                | Transportation and warehousing                                           |
| 51                | Information                                                              |
| 52                | Finance and insurance                                                    |
| 53                | Rental and leasing                                                       |
| 54                | Professional, scientific and technical services                          |
| 55                | Management, scientific and technical services                            |
| 56                | Administrative and support and waste management and remediation services |
| 57                | Administrative and support and waste management and remediation services |
| 58                | Accommodation and food services                                          |
| 59                | Retail trade                                                             |
| 60                | Finance and insurance                                                    |
| 61                | Finance and insurance                                                    |
| 62                | Health care and social assistance                                        |
| 63                | Information                                                              |
| 64                | Food and beverage stores                                                 |
| 65                | Real estate and rental and leasing                                       |
| 66                | Finance and insurance                                                    |
| 67                | Finance and insurance                                                    |
| 68                | Real estate and rental and leasing                                       |
| 69                | Finance and insurance                                                    |
| 70                | Accommodation and food services                                          |
| 71                | Arts, entertainment and recreation                                       |
| 72                | Accommodation and food services                                          |
| 73                | Information                                                              |
| 74                | Arts, entertainment and recreation                                       |
| 75                | Retail trade                                                             |
| 76                | Arts, entertainment and recreation                                       |
| 77                | Arts, entertainment and recreation                                       |
| 78                | Arts, entertainment and recreation                                       |
| 79                | Arts, entertainment and recreation                                       |
| 80                | Arts, entertainment and recreation                                       |
| 81                | Other services                                                           |
| 82                | Administrative and support and waste management and remediation services |
| 83                | Administrative and support and waste management and remediation services |
| 84                | Administrative and support and waste management and remediation services |
| 85                | Health care and social assistance                                        |
| 86                | Health care and social assistance                                        |
| 87                | Health care and social assistance                                        |
| 88                | Health care and social assistance                                        |
| 89                | Health care and social assistance                                        |
| 90                | Religious, philosophical and spiritual organizations                     |
| 91                | Religious, philosophical and spiritual organizations                     |
| 92                | Government                                                               |
| 93                | Government                                                               |
| 94                | Government                                                               |
| 95                | Government                                                               |
| 96                | Government                                                               |
| 97                | Government                                                               |
| 98                | Government                                                               |
| 99                | Government                                                               |

1) \_\_\_\_\_ Labor for Electric Distribution Systems

2) \_\_\_\_\_

3) \_\_\_\_\_

Other products and/or services

| <u>NAICS Code</u> | <u>Type of Products/Services</u>                        |
|-------------------|---------------------------------------------------------|
| 22                | Electric, gas, and steam supply companies; water supply |
| 23                | Construction of buildings                               |
| 24                | Construction of structures                              |
| 25                | Construction of transportation structures               |
| 26                | Construction of other structures                        |
| 27                | Construction of other structures                        |
| 28                | Construction of other structures                        |
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## Services Classifications

|                                                                         |                                                          |                                                             |                                                           |
|-------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> ADVERTISING SERVICES                           | <input type="checkbox"/> DIVING                          | <input type="checkbox"/> INSTRUMENTATION & CTRL SYSTEMS     | <input type="checkbox"/> RECYCLING                        |
| <input checked="" type="checkbox"/> AERIAL SERVICES                     | <input type="checkbox"/> DREDGING                        | <input type="checkbox"/> INSULATION REMOVAL & INSTALLATION  | <input type="checkbox"/> REFRACTORY                       |
| <input type="checkbox"/> AIR TESTING                                    | <input type="checkbox"/> DRUG TESTING                    | <input type="checkbox"/> INTELLECTUAL PROPERTY              | <input type="checkbox"/> REMEDIATION SERVICES             |
| <input type="checkbox"/> ALARM SERVICES                                 | <input type="checkbox"/> DUST SUPPRESSION                | <input type="checkbox"/> INTERIOR DESIGN                    | <input type="checkbox"/> RENEWABLE ENERGY SVCS/CONSULTING |
| <input type="checkbox"/> APPRAISER SERVICES                             | <input type="checkbox"/> ELECTRICAL CONTRACTOR           | <input type="checkbox"/> JANITORIAL SERVICES                | <input type="checkbox"/> RENTALS – CRANES, HEAVY EQUIP    |
| <input type="checkbox"/> AQUATIC WEED CONTROL                           | <input type="checkbox"/> ELEVATORS MAINTENANCE           | <input type="checkbox"/> LAB                                | <input type="checkbox"/> RIGGING                          |
| <input type="checkbox"/> ARBORISTS                                      | <input type="checkbox"/> EMISSIONS                       | <input type="checkbox"/> LAB COAT & FIRE RETARDANT CLEANING | <input type="checkbox"/> RIGHT-OF-WAY CLEARING            |
| <input type="checkbox"/> ARCHITECT                                      | <input type="checkbox"/> ENERGY EFFICIENCY SERVICES      | <input type="checkbox"/> LAND AGENT                         | <input type="checkbox"/> ROOFING – FACILITIES             |
| <input type="checkbox"/> ARMORED CAR SERVICES                           | <input type="checkbox"/> ENGINEERING SERVICES            | <input type="checkbox"/> LAND EXCAVATION                    | <input type="checkbox"/> SAND OR GRIT BLASTING            |
| <input type="checkbox"/> ASBESTOS & LEAD PAINT REMOVAL                  | <input type="checkbox"/> ENVIRONMENTAL SERVICES          | <input type="checkbox"/> LAND SURVEYOR                      | <input type="checkbox"/> SCAFFOLDING                      |
| <input type="checkbox"/> ASH POND WORK                                  | <input type="checkbox"/> EQUIPMENT RENTAL                | <input type="checkbox"/> LANDSCAPING & LAWN SERVICES        | <input type="checkbox"/> SCALES SERVICES                  |
| <input type="checkbox"/> ASPHALT PAVING SERVICES                        | <input type="checkbox"/> EQUIPMENT REPAIR                | <input type="checkbox"/> LEAK DETECTION                     | <input type="checkbox"/> SIGNAGE SERVICES                 |
| <input type="checkbox"/> AUCTIONEER                                     | <input type="checkbox"/> EROSION CONTROL/EXCAVATION      | <input type="checkbox"/> LEASING                            | <input type="checkbox"/> SCORE CARDING – IT METRICS       |
| <input type="checkbox"/> AUDIO VISUAL                                   | <input type="checkbox"/> EXERCISE EQUIPMENT REPAIR       | <input type="checkbox"/> LEGAL                              | <input type="checkbox"/> SCRAP METAL REMOVAL              |
| <input type="checkbox"/> AWNINGS                                        | <input type="checkbox"/> EXPANSION JOINT/REPAIR          | <input type="checkbox"/> LIGHTING SERVICES                  | <input type="checkbox"/> SECURITY SERVICES                |
| <input type="checkbox"/> BARGE CONTRACTOR                               | <input type="checkbox"/> EXPLOSIVE DESLAGGING            | <input type="checkbox"/> LINE CONSTRUCTION                  | <input type="checkbox"/> SHIPPING/TRANSPORTATION          |
| <input type="checkbox"/> BATTERY SERVICES                               | <input type="checkbox"/> FABRICATORS                     | <input type="checkbox"/> LOBBYIST                           | <input type="checkbox"/> SHREDDING                        |
| <input type="checkbox"/> BEARINGS & DRIVES SERVICES                     | <input type="checkbox"/> FAN SERVICES                    | <input type="checkbox"/> LOCKSMITH                          | <input type="checkbox"/> SOFTWARE                         |
| <input type="checkbox"/> BOILER SERVICES                                | <input type="checkbox"/> FENCING SERVICES                | <input type="checkbox"/> MACHINING                          | <input type="checkbox"/> STAFFING                         |
| <input type="checkbox"/> BREAKER SERVICES                               | <input type="checkbox"/> FIBER OPTICS                    | <input type="checkbox"/> MANLIFT SERVICES                   | <input type="checkbox"/> STORAGE                          |
| <input type="checkbox"/> BUILDING MAINTENANCE                           | <input type="checkbox"/> FIELD SERVICES                  | <input type="checkbox"/> MAPPING                            | <input checked="" type="checkbox"/> STORM RESTORATION     |
| <input type="checkbox"/> BULK GASES                                     | <input type="checkbox"/> FILTERS                         | <input type="checkbox"/> MARINE CONSTRUCTION                | <input type="checkbox"/> STORM SERVICES                   |
| <input type="checkbox"/> CABLE SERVICES                                 | <input type="checkbox"/> FIRE PROTECTION                 | <input type="checkbox"/> MARKETING                          | <input type="checkbox"/> STRESS RELIEVING                 |
| <input type="checkbox"/> CAR RENTAL                                     | <input type="checkbox"/> FLEET SERVICES FUEL             | <input type="checkbox"/> MARKING, SIGNS, LABELING           | <input type="checkbox"/> SUBSTATION CONSTRUCTION/MAINT    |
| <input type="checkbox"/> CARPENTRY                                      | <input type="checkbox"/> FLEET SERVICES GENERAL          | <input type="checkbox"/> MASONRY                            | <input type="checkbox"/> SURVEYS                          |
| <input type="checkbox"/> CARPET & FLOORING SERVICES                     | <input type="checkbox"/> FLEET SERVICES MAINTENANCE      | <input type="checkbox"/> MATERIALS HANDLING                 | <input type="checkbox"/> SWITCH AND MOD REPAIR            |
| <input type="checkbox"/> CATERING                                       | <input type="checkbox"/> FLORIST                         | <input type="checkbox"/> MECHANICAL CONTRACTOR              | <input type="checkbox"/> TANK SERVICES                    |
| <input type="checkbox"/> CATHODIC PROTECTION SERVICES                   | <input type="checkbox"/> FLY ASH DISPOSAL                | <input type="checkbox"/> MEDICAL SERVICES                   | <input type="checkbox"/> TECHNICIAN/CONSULTANT            |
| <input type="checkbox"/> CERAMICS WORK                                  | <input type="checkbox"/> FORK LIFT SERVICES              | <input type="checkbox"/> METAL BLDGS – CONSTRUCTION         | <input type="checkbox"/> TENTS                            |
| <input type="checkbox"/> CHAIN SAW SERVICES                             | <input type="checkbox"/> FUEL – STORM                    | <input type="checkbox"/> METAL FABRICATION                  | <input type="checkbox"/> TESTING & MONITORING             |
| <input type="checkbox"/> CHEMICALS                                      | <input type="checkbox"/> FURNITURE                       | <input type="checkbox"/> METER SERVICES                     | <input type="checkbox"/> TILE WORK                        |
| <input type="checkbox"/> CHIMNEY REPAIR                                 | <input type="checkbox"/> GEARBOX REPAIR                  | <input type="checkbox"/> MILLWRIGHT                         | <input type="checkbox"/> TIMBER APPRAISER                 |
| <input type="checkbox"/> COAL SAMPLING                                  | <input type="checkbox"/> GENERATOR MAINTENANCE           | <input type="checkbox"/> MOTOR INSTALLATION/REPAIR          | <input type="checkbox"/> TIRE REPAIR                      |
| <input type="checkbox"/> COLLECTION HOODS                               | <input type="checkbox"/> GEOTECHNICAL                    | <input type="checkbox"/> MOVING & STORAGE                   | <input type="checkbox"/> TOWING                           |
| <input type="checkbox"/> COMMUNICATION EQUIP. SVCS                      | <input type="checkbox"/> GLASS INSTALLATION/REPAIR       | <input type="checkbox"/> NON-DESTRUCTIVE TESTING            | <input type="checkbox"/> TRAFFIC CONTROL                  |
| <input type="checkbox"/> COMMUNICATION TELECOM TOWER SVCS               | <input type="checkbox"/> GOVERNMENTAL RELATIONS          | <input type="checkbox"/> OFFICE MACHINE SERVICES            | <input type="checkbox"/> TRAILER RENTAL/LEASE             |
| <input type="checkbox"/> COMPUTERS/ELECTRONICS                          | <input type="checkbox"/> HARD SURFACING                  | <input type="checkbox"/> OIL CONTAINMENT                    | <input type="checkbox"/> TRAINING SERVICES                |
| <input type="checkbox"/> CONCRETE SERVICES                              | <input type="checkbox"/> HAULING                         | <input type="checkbox"/> OVERHEAD DOORS                     | <input type="checkbox"/> TRANSFORMER REPAIR/REMANUFACTURE |
| <input type="checkbox"/> CONDENSERS SERVICES                            | <input type="checkbox"/> HEARING                         | <input type="checkbox"/> PADS                               | <input type="checkbox"/> TRANSMISSION OVERHEAD LINES      |
| <input type="checkbox"/> CONSTRUCTION                                   | <input type="checkbox"/> HEAT EXCHANGERS SERVICES        | <input type="checkbox"/> PAINTING                           | <input type="checkbox"/> TRASH REMOVAL                    |
| <input type="checkbox"/> CONSTRUCTION – GEN. CONTRACT                   | <input type="checkbox"/> HEAT TRACING                    | <input type="checkbox"/> PAINTING – INDUSTRIAL              | <input type="checkbox"/> TREE TRIMMING                    |
| <input type="checkbox"/> CONSULTANTS                                    | <input type="checkbox"/> HEAVY EQUIP – WWOUT OPERATORS   | <input type="checkbox"/> PEST CONTROL                       | <input type="checkbox"/> TUGBOAT                          |
| <input type="checkbox"/> CONVEYOR SERVICES                              | <input type="checkbox"/> HEAVY EQUIPMENT REPAIR & RENTAL | <input type="checkbox"/> PHOTOGRAPHY                        | <input type="checkbox"/> TURBINE SERVICES                 |
| <input type="checkbox"/> COOLING TOWER SERVICES                         | <input type="checkbox"/> HERBICIDE APPLICATION           | <input type="checkbox"/> PILE DRIVING                       | <input type="checkbox"/> ULTRASONIC TESTING               |
| <input type="checkbox"/> COURIERS                                       | <input type="checkbox"/> HIGHLINE INSPECTION             | <input type="checkbox"/> PLUMBING                           | <input type="checkbox"/> UNDERGROUND EQUIPMENT SVCS       |
| <input type="checkbox"/> CRANES, HOISTS & CABLE SVCS                    | <input type="checkbox"/> HVAC SERVICES                   | <input type="checkbox"/> POLE INSPECTION                    | <input type="checkbox"/> VACUUMING                        |
| <input type="checkbox"/> CYLINDER GASES                                 | <input type="checkbox"/> HYDROBIN REPAIRS                | <input type="checkbox"/> PORTABLE BUILDINGS                 | <input type="checkbox"/> VEGETATION MANAGEMENT            |
| <input type="checkbox"/> DEBRIS REMOVAL                                 | <input type="checkbox"/> HYDROBLASTING                   | <input type="checkbox"/> PORTABLE TOILETS                   | <input type="checkbox"/> WASTE OIL SERVICE                |
| <input type="checkbox"/> DEMOLITION                                     | <input type="checkbox"/> HYDROEXCAVATION                 | <input type="checkbox"/> PRECIPITATORS SERVICES             | <input type="checkbox"/> WASTE REMOVAL                    |
| <input type="checkbox"/> DEWATERING/WATER WELLS                         | <input type="checkbox"/> HYDROGRAPHIC SURVEY             | <input type="checkbox"/> PRE-EMPLOYMENT DRUG SCREENING      | <input type="checkbox"/> WASTE WATER SERVICE              |
| <input type="checkbox"/> DIRECTIONAL BORING                             | <input type="checkbox"/> INDUSTRIAL FILTRATION           | <input type="checkbox"/> PRESSURE WASHING SERVICES          | <input type="checkbox"/> WATER SCREENS                    |
| <input type="checkbox"/> DISTRIBUTION AUTOMATION                        | <input type="checkbox"/> INDUSTRIAL HYGIENE              | <input type="checkbox"/> PROTECTIVE RELAY TESTING           | <input type="checkbox"/> WEB CONFERENCING                 |
| <input checked="" type="checkbox"/> DISTRIBUTION MAINTENANCE            | <input type="checkbox"/> INDUSTRIAL MAINTENANCE          | <input type="checkbox"/> PULVERIZERS SERVICES               | <input type="checkbox"/> WELDING SERVICES                 |
| <input checked="" type="checkbox"/> DISTRIBUTION OVERHEAD               | <input type="checkbox"/> INDUSTRIAL PAINTING/COATING     | <input type="checkbox"/> PUMP SERVICES                      | <input type="checkbox"/> WINDOW CLEANING/REPAIR           |
| <input checked="" type="checkbox"/> DISTRIBUTION UNDERGROUND            | <input type="checkbox"/> INFORMATION TECHNOLOGY SERVICES | <input type="checkbox"/> RAILCAR SERVICES                   | <input type="checkbox"/> SERVICES OTHER _____             |
| <input type="checkbox"/> DIST. UNDRGRND FACILITIES LOCATING/MARKING SVS | <input type="checkbox"/> INFRARED INSPECTION             | <input type="checkbox"/> RAILROAD CONSTRUCTION              | <input type="checkbox"/> SERVICES OTHER _____             |



N/A

✓ Please mark all products provided by your company

| Products - Materials Classifications                                     |                                                         |
|--------------------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> ANCHORS & RODS                                  | <input type="checkbox"/> POLELINE HARDWARE              |
| <input type="checkbox"/> ANIMAL MITIGATION PROTECTION                    | <input type="checkbox"/> PROMOTIONAL ITEMS              |
| <input type="checkbox"/> ARRESTORS                                       | <input type="checkbox"/> REGULATORS                     |
| <input type="checkbox"/> AUTOMOTIVE – MATERIALS                          | <input type="checkbox"/> RELAYS AND PANELS              |
| <input type="checkbox"/> AUTOMOTIVE – VEHICLE                            | <input type="checkbox"/> RENTAL EQUIPMENT               |
| <input type="checkbox"/> BADGING SUPPLIERS                               | <input type="checkbox"/> SAFETY PRODUCTS                |
| <input type="checkbox"/> BATTERIES AND BATTERY PRODUCTS                  | <input type="checkbox"/> SECURITY CAMERAS AND EQUIPMENT |
| <input type="checkbox"/> BREAKER PRODUCTS                                | <input type="checkbox"/> SCALES PRODUCTS                |
| <input type="checkbox"/> BUILDING AND FACILITIES EQUIPMENT               | <input type="checkbox"/> STEEL STRUCTURES               |
| <input type="checkbox"/> BUILDING MATERIAL                               | <input type="checkbox"/> SWITCHGEAR                     |
| <input type="checkbox"/> BULK GASES                                      | <input type="checkbox"/> TELECOMMUNICATIONS EQUIPMENT   |
| <input type="checkbox"/> CABINETS AND ENCLOSURES                         | <input type="checkbox"/> TOOLS – POWER AND HAND         |
| <input type="checkbox"/> CAPACITORS                                      | <input type="checkbox"/> TOWERS – TRANSMISSION          |
| <input type="checkbox"/> CARPET & FLOORING PRODUCTS                      | <input type="checkbox"/> TRANSFORMERS – DISTRIBUTION    |
| <input type="checkbox"/> CHARTS, INSTRUMENTS, RECORDERS                  | <input type="checkbox"/> TRANSFORMERS – SUBSTATION      |
| <input type="checkbox"/> CHEMICALS                                       | <input type="checkbox"/> UNDERGROUND ACCESSORIES        |
| <input type="checkbox"/> CLOTHING – FR & UNIFORMS                        | <input type="checkbox"/> WELDING HARDGOODS              |
| <input type="checkbox"/> COMMUNICATION TELECOM TOWER PROD                | <input type="checkbox"/> WIRE – CABLE                   |
| <input type="checkbox"/> CONSTR. MATERIALS – CONCRETE, GRAVEL, DIRT, ETC | <input type="checkbox"/> WIRE – CONDUCTOR               |
| <input type="checkbox"/> CRANES, HOISTS & CABLES PRODUCTS                | <input type="checkbox"/> WIRE – FIBER OPTIC             |
| <input type="checkbox"/> CROSS ARMS                                      | <input type="checkbox"/> WIRE – GUY                     |
| <input type="checkbox"/> CYLINDER GASES                                  | <input type="checkbox"/> PRODUCTS OTHER: _____          |
| <input type="checkbox"/> DISTRIBUTION AUTOMATION                         | <input type="checkbox"/> PRODUCTS OTHER: _____          |
| <input type="checkbox"/> ELECTRICAL AND GENERAL SUPPLIES                 | <input type="checkbox"/> PRODUCTS OTHER: _____          |
| <input type="checkbox"/> ENVIRONMENTAL PRODUCTS                          |                                                         |
| <input type="checkbox"/> EXERCISE EQUIPMENT                              |                                                         |
| <input type="checkbox"/> FASTENER PRODUCTS                               |                                                         |
| <input type="checkbox"/> FENCING AND FENCING MATERIALS                   |                                                         |
| <input type="checkbox"/> FIBERGLASS LINE HARDWARE PRODUCTS               |                                                         |
| <input type="checkbox"/> FILTRATION                                      |                                                         |
| <input type="checkbox"/> FIRST AID AND SAFETY                            |                                                         |
| <input type="checkbox"/> FURNITURE                                       |                                                         |
| <input type="checkbox"/> GAS POWERED EQUIP. – CHAIN SAW, GENERATORS, ETC |                                                         |
| <input type="checkbox"/> HVAC PRODUCTS                                   |                                                         |
| <input type="checkbox"/> INDUSTRIAL SUPPLY                               |                                                         |
| <input type="checkbox"/> INFORMATION TECHNOLOGY – HARDWARE               |                                                         |
| <input type="checkbox"/> INFORMATION TECHNOLOGY – SOFTWARE               |                                                         |
| <input type="checkbox"/> INSULATION                                      |                                                         |
| <input type="checkbox"/> INSULATORS                                      |                                                         |
| <input type="checkbox"/> JANITORIAL PRODUCTS                             |                                                         |
| <input type="checkbox"/> KITCHEN EQUIPMENT                               |                                                         |
| <input type="checkbox"/> LAB EQUIPMENT AND SUPPLIES                      |                                                         |
| <input type="checkbox"/> LIGHTS AND LIGHTING EQUIPMENT                   |                                                         |
| <input type="checkbox"/> LINE PROTECTION/SECTIONALIZING                  |                                                         |
| <input type="checkbox"/> LUBRICANTS                                      |                                                         |
| <input type="checkbox"/> MARKING, LABELING, SIGNS                        |                                                         |
| <input type="checkbox"/> METAL FABRICATION                               |                                                         |
| <input type="checkbox"/> METER RELATED ITEMS                             |                                                         |
| <input type="checkbox"/> METER TRANSFORMERS                              |                                                         |
| <input type="checkbox"/> METERS                                          |                                                         |
| <input type="checkbox"/> OIL CONTAINMENT                                 |                                                         |
| <input type="checkbox"/> OFFICE MACHINE PRODUCTS                         |                                                         |
| <input type="checkbox"/> OFFICE SUPPLIES                                 |                                                         |
| <input type="checkbox"/> PACKING / GASKETS                               |                                                         |
| <input type="checkbox"/> PADS – CONCRETE, COMPOSITE                      |                                                         |
| <input type="checkbox"/> PIPE VALVES AND FITTINGS                        |                                                         |
| <input type="checkbox"/> POLES – CONCRETE                                |                                                         |
| <input type="checkbox"/> POLES – DECORATIVE                              |                                                         |
| <input type="checkbox"/> POLES – FIBERGLASS                              |                                                         |
| <input type="checkbox"/> POLES – STEEL                                   |                                                         |
| <input type="checkbox"/> POLES – WOOD                                    |                                                         |

N/A

✓ Please mark all products provided by your company

12.

## Power Generation Material Classifications (System / Sub-Systems)

| A – ASH HANDLING                                       | F – TURBINE                                                    | K – STATION SERVICE                                         | R – FIRE PROTECTION                                                 |
|--------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> A – ASH SLUICE                | <input type="checkbox"/> A – HIGH PRESSURE                     | <input type="checkbox"/> A – START STATION SERVICE          | <input type="checkbox"/> A – WATER                                  |
| <input type="checkbox"/> B – BOTTOM ASH                | <input type="checkbox"/> B – INTERMEDIATE PRESSURE             | <input type="checkbox"/> B – STAND-BY STATION SERVICE       | <input type="checkbox"/> B – HALON                                  |
| <input type="checkbox"/> C – FLY ASH                   | <input type="checkbox"/> C – LOW PRESSURE                      | <input type="checkbox"/> C – RUNNING STATION SERVICE        | <input type="checkbox"/> C – CARBON DIOXIDE                         |
| <input type="checkbox"/> D – NPDES TREATMENT           | <input type="checkbox"/> D – TURBINE HYDRAULIC CONTROLS        | <input type="checkbox"/> D – BUSES                          | <input type="checkbox"/> D – DRY CHEMICALS                          |
| <input type="checkbox"/> E – ASH DISPOSAL              | <input type="checkbox"/> E – TURBINE STEAM SEAL                | <input type="checkbox"/> E – DC                             | <input type="checkbox"/> Z – INSTRUMENT & CONTROL                   |
| <input type="checkbox"/> F – PRECIPITATOR              | <input type="checkbox"/> F – TURBINE LUBE                      | <input type="checkbox"/> F – EMERGENCY POWER                | <b>S – AIR</b>                                                      |
| <input type="checkbox"/> G – BAG HOUSE                 | <input type="checkbox"/> G – FRONT STANDARD                    | <input type="checkbox"/> G – REMOTE POWER SUPPLY            | <input type="checkbox"/> A – CONTROL AIR                            |
| <input type="checkbox"/> Z – INSTRUMENT & CONTROL      | <input type="checkbox"/> H – TURBINE TURNING GEAR              | <input type="checkbox"/> Z – INSTRUMENT & CONTROL           | <input type="checkbox"/> B – SERVICE AIR                            |
| <b>B – AIR &amp; GAS</b>                               | <input type="checkbox"/> J – TURBINE STEAM VALVES              | <b>L – CONDENSATE</b>                                       | <input type="checkbox"/> Z – INSTRUMENT & CONTROL                   |
| <input type="checkbox"/> A – FORCED DRAFT              | <input type="checkbox"/> K – EXTRACTIONS                       | <input type="checkbox"/> A – CONDENSER / HOTWELL            | <b>T – RESERVOIRS &amp; DAMS</b>                                    |
| <input type="checkbox"/> B – INDUCED DRAFT             | <input type="checkbox"/> L – HYDRO TURBINE                     | <input type="checkbox"/> B – CONDENSATE PUMPS               | <input type="checkbox"/> A – RESERVOIRS & DAMS (HYDRO)              |
| <input type="checkbox"/> C – AIR PREHEATER             | <input type="checkbox"/> M – DEPRESSING AIR SYSTEM             | <input type="checkbox"/> C – LOW PRESSURE CONDENSATE HEATER | <b>V – COMBUSTION TURBINE</b>                                       |
| <input type="checkbox"/> D – GAS RECIRCULATION         | <input type="checkbox"/> N – HYDRO BEARINGS                    | <input type="checkbox"/> D – POLISHER UNIT                  | <input type="checkbox"/> A – AIR & GAS SYSTEM                       |
| <input type="checkbox"/> E – SUPPORT FANS              | <input type="checkbox"/> P – WATER FLOW CONTROL                | <input type="checkbox"/> E – CONDENSATE STORAGE             | <input type="checkbox"/> B – LUBE OIL SYSTEM                        |
| <input type="checkbox"/> F – STACKS                    | <input type="checkbox"/> Q – AERATION & VACUUM BREAKERS        | <input type="checkbox"/> F – DEAERATOR                      | <input type="checkbox"/> C – HYDRAULIC & TRIP OIL SYSTEM            |
| <input type="checkbox"/> G – PRIMARY AIR               | <input type="checkbox"/> Z – INSTRUMENT & CONTROL              | <input type="checkbox"/> G – GLAND STEAM EXHAUSTER          | <input type="checkbox"/> D – STARTING SYSTEM                        |
| <input type="checkbox"/> H – CEMS                      | <b>G – SWITCHYARD &amp; SUBSTATION</b>                         | <input type="checkbox"/> H – CHEMICAL INJECTION             | <input type="checkbox"/> E – COOLING SYSTEM                         |
| <input type="checkbox"/> Z – INSTRUMENT & CONTROL      | <input type="checkbox"/> A – SWITCHYARD SPARE MAIN TRANSFORMER | <input type="checkbox"/> J – EXTERNAL PIPING AND VALVES     | <input type="checkbox"/> F – FUEL SYSTEM                            |
| <b>C – FUEL BURNING</b>                                | <input type="checkbox"/> B – SWITCHYARD MAIN LINE              | <input type="checkbox"/> Z – INSTRUMENT & CONTROL           | <input type="checkbox"/> G – GAS TURBINE                            |
| <input type="checkbox"/> A – FUEL OIL BURNING          | <input type="checkbox"/> C – SUBSTATION B&G                    | <b>M – FEEDWATER</b>                                        | <input type="checkbox"/> H – HVAC SYSTEM                            |
| <input type="checkbox"/> B – COAL BURNING              | <input type="checkbox"/> D – SWITCHYARD AUTO-BANK              | <input type="checkbox"/> A – BOILER FEED PUMP               | <input type="checkbox"/> J – WATER WASH SYSTEM                      |
| <input type="checkbox"/> C – GAS BURNING               | <input type="checkbox"/> E – SWITCHYARD STATION SERVICE        | <input type="checkbox"/> B – HIGH PRESSURE FEEDWATER HEATER | <input type="checkbox"/> K – WATER INJECTION/STEAM INJECTION SYSTEM |
| <input type="checkbox"/> D – PULVERIZER                | <input type="checkbox"/> F – BREAKER                           | <input type="checkbox"/> C – FEEDWATER CHEMICAL INJECTION   | <input type="checkbox"/> Z – INSTRUMENT & CONTROL                   |
| <input type="checkbox"/> E – FEEDER / SCALES           | <input type="checkbox"/> Z – INSTRUMENT & CONTROL              | <input type="checkbox"/> D – EXTERNAL PIPING AND VALVES     | <b>W – HRSG</b>                                                     |
| <input type="checkbox"/> F – ALTERNATE FUEL            | <b>H – GENERAL SERVICE WATER</b>                               | <input type="checkbox"/> Z – INSTRUMENT & CONTROL           | <input type="checkbox"/> A – NITROGEN                               |
| <input type="checkbox"/> Z – INSTRUMENT & CONTROL      | <input type="checkbox"/> A – SUMP                              | <b>N – WATER TREATMENT PLANT</b>                            | <input type="checkbox"/> B – BOILER VALVES & PIPING                 |
| <b>D – FUEL SUPPLY</b>                                 | <input type="checkbox"/> B – WATER INTAKE                      | <input type="checkbox"/> A – WATER TREATMENT PRE-TREATMENT  | <input type="checkbox"/> C – BOILER TUBING                          |
| <input type="checkbox"/> A – DUST SUPPRESSION          | <input type="checkbox"/> C – CHLORINATION                      | <input type="checkbox"/> B – FILTER PLANT                   | <input type="checkbox"/> D – BOILER STRUCTURE & LAGGING             |
| <input type="checkbox"/> B – FUEL OIL SUPPLY           | <input type="checkbox"/> D – CONDENSER CIRCULATING WATER       | <input type="checkbox"/> C – POTABLE WATER                  | <input type="checkbox"/> E – BOILER WATER CIRCULATION PUMP          |
| <input type="checkbox"/> C – COAL SUPPLY               | <input type="checkbox"/> E – SERVICE WATER                     | <input type="checkbox"/> D – WATER TREATMENT EQUIPMENT      | <input type="checkbox"/> F – CHEMICAL CLEANING                      |
| <input type="checkbox"/> D – GAS SUPPLY                | <input type="checkbox"/> F – HOLDING POND STORAGE              | <input type="checkbox"/> E – DEMINERALIZER                  | <input type="checkbox"/> G – HEADERS/LINKS DRUMS/VESSELS            |
| <input type="checkbox"/> E – BLENDING                  | <input type="checkbox"/> G – WELLS                             | <input type="checkbox"/> F – WASTE WATER                    | <input type="checkbox"/> H – DUCT BURNER                            |
| <input type="checkbox"/> F – CONVEYING                 | <input type="checkbox"/> H – CONDENSER CLEANING                | <input type="checkbox"/> Z – INSTRUMENT & CONTROL           | <input type="checkbox"/> J – BLOWDOWN                               |
| <input type="checkbox"/> G – CRUSHING                  | <input type="checkbox"/> J – EXTERNAL PIPING AND VALVES        | <b>P – SERVICE FACILITIES</b>                               | <input type="checkbox"/> Z – INSTRUMENT & CONTROL                   |
| <input type="checkbox"/> H – SAMPLING / WEIGHING       | <input type="checkbox"/> K – COOLING TOWER                     | <input type="checkbox"/> A – BUILDINGS AND GROUNDS          | <b>X – SCRUBBER SYSTEM</b>                                          |
| <input type="checkbox"/> J – RAILROADS / WATERWAYS     | <input type="checkbox"/> Z – INSTRUMENT & CONTROL              | <input type="checkbox"/> B – ROADS AND GROUNDS              | <input type="checkbox"/> A – FLUE GAS HANDLING                      |
| <input type="checkbox"/> K – BUNKERS / SILOS           | <b>J – BOILER &amp; ATTACHMENTS</b>                            | <input type="checkbox"/> C – SUPPORT                        | <input type="checkbox"/> B – LIMESTONE HANDLING                     |
| <input type="checkbox"/> L – ROLLING STOCK             | <input type="checkbox"/> A – SOOTBLOWER                        | <input type="checkbox"/> D – PLANT ROLLING STOCK            | <input type="checkbox"/> C – SCRUBBER VESSEL                        |
| <input type="checkbox"/> Z – INSTRUMENT & CONTROL      | <input type="checkbox"/> B – NITROGEN                          | <input type="checkbox"/> E – TOOLS                          | <input type="checkbox"/> D – GYPSUM HANDLING                        |
| <b>E – GENERATOR</b>                                   | <input type="checkbox"/> C – BOILER VALVES AND PIPING          | <input type="checkbox"/> F – CONSUMABLES                    | <input type="checkbox"/> E – RETURN WATER                           |
| <input type="checkbox"/> A – GENERATOR                 | <input type="checkbox"/> D – BOILER TUBING                     | <input type="checkbox"/> G – MISC. HYDRO                    | <input type="checkbox"/> F – MAKE-UP WATER                          |
| <input type="checkbox"/> B – EXCITER                   | <input type="checkbox"/> E – BOILER STRUCTURE AND LAGGING      | <input type="checkbox"/> H – VILLAGE                        | <input type="checkbox"/> H – BYPASS DAMPERS                         |
| <input type="checkbox"/> C – HYDROGEN SEAL OIL         | <input type="checkbox"/> F – BOILER CIRCULATING WATER PUMP     | <b>Q – START-UP / PROCESS STEAM</b>                         | <input type="checkbox"/> Z – INSTRUMENT & CONTROL                   |
| <input type="checkbox"/> D – MAIN GENERATOR BUS        | <input type="checkbox"/> G – CHEMICAL CLEAN                    | <input type="checkbox"/> A – PROCESS STEAM                  | <b>Y – SCR (SELECTIVE CATALYTIC REDUCTION)</b>                      |
| <input type="checkbox"/> E – STATOR COIL COOLING WATER | <input type="checkbox"/> H – HEADERS / LINKS/ DRUM/VESSELS     | <input type="checkbox"/> B – AUXILIARY STEAM                | <input type="checkbox"/> A – AMMONIA UNLOADING AND STORAGE AREA     |
| <input type="checkbox"/> F – GAS                       | <input type="checkbox"/> J – PROCESS STEAM                     | <input type="checkbox"/> C – PACKAGE BOILER                 | <input type="checkbox"/> B – AMMONIA FORWARDING SYSTEM              |
| <input type="checkbox"/> Z – INSTRUMENT & CONTROL      | <input type="checkbox"/> Z – INSTRUMENT & CONTROL              | <input type="checkbox"/> Z – INSTRUMENT & CONTROL           | <input type="checkbox"/> C – AMMONIA VAPORIZATION SKID              |
|                                                        |                                                                |                                                             | <input type="checkbox"/> D – AMMONIA INJECTION GRID                 |
|                                                        |                                                                |                                                             | <input type="checkbox"/> E – REACTOR BOXES                          |
| <input type="checkbox"/> OTHER:                        |                                                                |                                                             | <input type="checkbox"/> F – AUXILIARY SYSTEMS                      |
| <input type="checkbox"/> OTHER:                        |                                                                |                                                             | <input type="checkbox"/> Z – INSTRUMENT & CONTROL                   |
| <input type="checkbox"/> OTHER:                        |                                                                |                                                             | <b>Z – COMPUTER EQUIPMENT</b>                                       |
|                                                        |                                                                |                                                             | <input type="checkbox"/> A – PLANT DATA ACQUISITION                 |
|                                                        |                                                                |                                                             | <input type="checkbox"/> B – PLANT PROCESS CONTROL                  |
|                                                        |                                                                |                                                             | <input type="checkbox"/> C – MATERIALS MANAGEMENT                   |
|                                                        |                                                                |                                                             | <input type="checkbox"/> D – WORK MANAGEMENT (CMMS)                 |
|                                                        |                                                                |                                                             | <input type="checkbox"/> E – LAN / WAN                              |

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

12.  
Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                             |
| 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                             |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Requester's name and address (optional)                                                                                                                                                                                                                                     |
| 6 City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                             |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                             |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |  |  |  |   |  |  |  |   |  |
|--------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number         |  |  |  |   |  |  |  |   |  |
|                                |  |  |  | - |  |  |  | - |  |
| or                             |  |  |  |   |  |  |  |   |  |
| Employer identification number |  |  |  |   |  |  |  |   |  |
|                                |  |  |  | - |  |  |  |   |  |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|           |                            |        |
|-----------|----------------------------|--------|
| Sign Here | Signature of U.S. person ► | Date ► |
|-----------|----------------------------|--------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . .                                                                                                                                                                                                                                                   | THEN check the box for . . .                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| • Corporation                                                                                                                                                                                                                                                                                  | Corporation                                                                                                                     |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.                                                                                                                             | Individual/sole proprietor or single-member LLC                                                                                 |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership                                                                                                                                                                                                                                                                                  | Partnership                                                                                                                     |
| • Trust/estate                                                                                                                                                                                                                                                                                 | Trust/estate                                                                                                                    |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                                                                                                                                                                          |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 7                                                                                                                                                                                |
| Broker transactions                                                                    | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4                                                                                                                                                                                     |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>                                                                                                                                                             |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4                                                                                                                                                                                     |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

| For this type of account:                                                                                                                          | Give name and SSN of:                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1. Individual                                                                                                                                      | The individual                                                                                          |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI                                                              | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)                                                                                   | Each holder of the account                                                                              |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)                                                                                       | The minor <sup>2</sup>                                                                                  |
| 5. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee <sup>1</sup><br>The actual owner <sup>1</sup>                                       |
| 6. Sole proprietorship or disregarded entity owned by an individual                                                                                | The owner <sup>3</sup>                                                                                  |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))                                     | The grantor*                                                                                            |
| For this type of account:                                                                                                                          | Give name and EIN of:                                                                                   |
| 8. Disregarded entity not owned by an individual                                                                                                   | The owner                                                                                               |
| 9. A valid trust, estate, or pension trust                                                                                                         | Legal entity <sup>4</sup>                                                                               |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                                                         | The corporation                                                                                         |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization                                                        | The organization                                                                                        |
| 12. Partnership or multi-member LLC                                                                                                                | The partnership                                                                                         |
| 13. A broker or registered nominee                                                                                                                 | The broker or nominee                                                                                   |

| For this type of account:                                                                                                                                                                   | Give name and EIN of: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity     |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))                                          | The trust             |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## GEORGIA POWER COMPANY

### CONTRACTOR VERIFICATION OF I-9 / E-VERIFY STATUS

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**(A) I-9 Employment Verification**

GPC requires that all contractors providing services to GPC verify the identity and employment eligibility of all employees. GPC prohibits use of individuals who are not authorized for employment in the United States in the performance of any GPC contract.

Do you certify that you will verify the identity and employment eligibility of all persons hired who will perform work under any contract with GPC?

Yes

☐**(B) O.C.G.A. § 36-60-6 – E-Verify**

O.C.G.A. § 36-60-6 requires that all private employers with more than 10 employees working in the state of Georgia register with, and utilize, the federal E-Verify program. Please certify compliance or exemption by completing below:

**E-Verify Number:** \_\_\_\_\_ **Date Registered:** \_\_\_\_\_

☐

**Not Applicable – 10 employees or less in Georgia**

☐

**Not Applicable – No employees in Georgia**

I certify that the information provided in Sections (A) and (B) above is accurate.

City of Lawrenceville

Company Name

Signature

Name Printed

Title

Date

## MISSISSIPPI POWER COMPANY

### CONTRACTOR VERIFICATION OF I-9 / E-VERIFY STATUS

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#### (A) I-9 Employment Verification

MPC requires that all contractors providing services to MPC verify the identity and employment eligibility of all employees. MPC prohibits use of individuals who are not authorized for employment in the United States in the performance of any MPC contract.

Do you certify that you will verify the identity and employment eligibility of all persons hired who will perform work under any contract with MPC?

Yes

☐

#### (B) Miss. Code Ann. § 71-11-3 – E-Verify

Miss. Code Ann. § 71-11-3 requires that all employers working in the state of Mississippi register with, and utilize, the federal E-Verify program. Please certify compliance by completing below:

**E-Verify Number:** \_\_\_\_\_ **Date Registered:** \_\_\_\_\_

I certify that the information provided in Sections (A) and (B) above is accurate.

City Of Lawrenceville

Company Name

Signature

Name Printed

Title

Date

## Contractor Compliance Background Certification Form

Southern Company is committed to conducting its business in accordance with high ethical standards and in compliance with all laws and regulations. We also expect our contractors to conduct themselves with honesty, integrity and fairness and with a commitment to legal compliance. Our compliance program requires that this Contractor Compliance Background Certification Form be completed and signed by an authorized representative of your company. For purposes of this form, "Southern Company" refers to Southern Company and any or all of its subsidiaries. The term "affiliated entity" refers only to those affiliated entities that may be a possible supplier of services or goods with Southern Company. Thank you for your cooperation and support.

1. At any time during the past five years has your company or an affiliated entity been the subject of an enforcement action or investigation (criminal, civil or administrative) that has resulted, or could result in a fine or penalty in excess of \$25,000 by a government agency focusing on the company's compliance with laws or regulations including, but not limited to, employment, environmental, safety and health, antitrust, fraud and/or securities?  
☐ Yes ☐ No. *If yes, please describe on a separate page and attach.*
2. At any time during the past five years has your company or an affiliated entity or any of their principals, been debarred, suspended, or proposed for debarment from doing business with the Federal Government, or otherwise been listed on the General Services Administration's Excluded Parties List System (EPLS)?  
☐ Yes ☐ No. *If yes, please describe on a separate page and attach.*
3. At any time during the past five years has your company or any affiliated entity, or their officers, principals or key employees been charged, indicted, arrested, convicted or entered a plea for the alleged commission of a crime, related to your company's business, other than a traffic infraction?  
☐ Yes ☐ No. *If yes, please describe on a separate page and attach.*
4. Do any of your products or materials contain "Conflict Minerals" which originated from the Democratic Republic of Congo and neighboring countries ("Covered Countries")?  
☐ Yes ☐ No. *If yes, please describe on a separate page and attach.*
5. At any time in the past five years has your Company or an affiliated entity or any of their principals been the subject of an enforcement action or investigation (criminal, civil or administrative) involving a failure to comply with all applicable immigration laws and regulations? Are you required by law to confirm the legal status of your employees using the U.S. Citizenship and Immigration Services' (USCIS) E-Verify program and have failed to participate?  
☐ Yes ☐ No. *If yes, please describe on a separate page and attach.*
6. If your company has a formal legal or ethics compliance program to assure that your employees adhere to applicable legal and regulatory requirements in the performance of their work, please describe on a separate page and attach.

If there is an occurrence of any of the types of circumstances described in items 1 through 5 subsequent to the date below, Contractor agrees to notify Southern Company's Compliance Office ([complianceprogram@southernco.com](mailto:complianceprogram@southernco.com)) within ten (10) days of the occurrence. Contractor hereby certifies and acknowledges that the above responses are true, accurate, and complete and are material representations of fact upon which Southern Company will rely in consideration of Contractor as a possible supplier of services or goods. Southern Company may at any time before or after the award of a contract obtain investigative or credit reports that contain information about Contractor. These reports may contain: information found in public records, Contractor's commercial credit history, information about Contractor's general reputation in the industry (including with its current and past customers), and other types of information. Contractor consents to Southern Company (or a designated third party representative) obtaining such reports and hereby waives any claims against Southern Company (or its third party representative) if Southern Company refuses or ceases to do business with Contractor based on any information contained in these reports.

|                             |               |                                                     |  |
|-----------------------------|---------------|-----------------------------------------------------|--|
| Contractor's Name           |               | Contractor's Authorized Representative (Print Name) |  |
| P. O. Box or Street Address |               | Title                                               |  |
| City, State and Zip Code    |               | Signature                                           |  |
| Date                        | 770-277-7451  |                                                     |  |
|                             | Telephone No. | Contractor's Federal Tax ID #                       |  |

## Contractor Statistical Data

**Contractor's Name:** City of Lawrenceville

**Address:** 70 S Clayton St

**City, State & Zip Code:** Lawrenceville GA 30046

**Contact Name & Phone#:** \_\_\_\_\_

1. List your firm's Interstate Experience Modification Rate (EMR) for the three most recent years and attach written verification from your Insurance Company.

| <u>Year:</u> | <u>EMR:</u> |
|--------------|-------------|
| _____        | _____       |
| _____        | _____       |
| _____        | _____       |

2. Please provide your Company's OSHA citation history for citations for the past five (5) years. Include the following information for each citation:

- a) Location
- b) Date
- c) Type Inspection
- d) Standard Cited
- e) Violation Type
- f) Current Status

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Federal Tax ID Number:** \_\_\_\_\_

## Contractor Safety Qualification Questionnaire

**Contractor's Name:** City of Lawrenceville

**Address:** 70 S Clayton St Lawrenceville GA 30046

**Contact Name & Phone#:** \_\_\_\_\_

1. List your firm's Interstate Experience Modification Rate (EMR) for the three most recent years and attach written verification from your Insurance Company.

| Year: | EMR:  |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. Please use your last three year's OSHA No. 300 log to fill in the number of injuries and illnesses:

Number of lost workday (days away) cases:      Yr: \_\_\_\_\_ # \_\_\_\_\_  
Yr: \_\_\_\_\_ # \_\_\_\_\_  
Yr: \_\_\_\_\_ # \_\_\_\_\_

Number of restricted workday cases:      Yr: \_\_\_\_\_ # \_\_\_\_\_  
Yr: \_\_\_\_\_ # \_\_\_\_\_  
Yr: \_\_\_\_\_ # \_\_\_\_\_

Number of cases with medical treatment only:      Yr: \_\_\_\_\_ # \_\_\_\_\_  
Yr: \_\_\_\_\_ # \_\_\_\_\_  
Yr: \_\_\_\_\_ # \_\_\_\_\_

Number of fatalities:      Yr: \_\_\_\_\_ # \_\_\_\_\_  
Yr: \_\_\_\_\_ # \_\_\_\_\_  
Yr: \_\_\_\_\_ # \_\_\_\_\_

3. Employee hours worked the last three years. (Do not include any non-work time, even though paid).

Yr: \_\_\_\_\_  
Yr: \_\_\_\_\_  
Yr: \_\_\_\_\_

4. What is your Company's SIC code and Description?

SIC Code \_\_\_\_\_

Description \_\_\_\_\_

## Contractor Safety Qualification Questionnaire

5. Please provide your Company's OSHA citation history for the past five (5) years. Include the following information for each citation:

- a) Location
- b) Date
- c) Type Inspection
- d) Standard Cited
- e) Violation Type
- f) Current Status

6. Are accident reports (OSHA 101) and report summaries sent to the following? How often?

|                                | No    | Yes   | Monthly | Quarterly | Annually |
|--------------------------------|-------|-------|---------|-----------|----------|
| Field Superintendent           | _____ | _____ | _____   | _____     | _____    |
| Vice President of Construction | _____ | _____ | _____   | _____     | _____    |
| President of Firm              | _____ | _____ | _____   | _____     | _____    |

7. Do you hold site safety meetings for field supervisors? Yes X No \_\_\_\_\_

How Often? Weekly \_\_\_\_\_ Bi-weekly \_\_\_\_\_ Monthly X Less often, as needed \_\_\_\_\_

8. Do you conduct project safety inspections? Yes X No \_\_\_\_\_

If so, who conducts this inspection (title)? Asst Director

How often are they conducted? As needed

Who are the results reported to? Director

9. Are accident records and accident summaries kept? If so, how often are they reported?

|                                           | No    | Yes   | Monthly | Quarterly | Annually |
|-------------------------------------------|-------|-------|---------|-----------|----------|
| Accidents totaled for the entire company: | _____ | _____ | _____   | _____     | _____    |
| Accidents totaled by project:             | _____ | _____ | _____   | _____     | _____    |
| ➤ Subtotaled by Superintendent:           | _____ | _____ | _____   | _____     | _____    |
| ➤ Subtotaled by foreman:                  | _____ | _____ | _____   | _____     | _____    |



## Contractor Safety Qualification Questionnaire

10. How are the costs of individual accidents kept? How often are they reported?

|                                   | No    | Yes   | Monthly | Quarterly | Annually |
|-----------------------------------|-------|-------|---------|-----------|----------|
| Costs totaled for Entire company: | _____ | _____ | _____   | _____     | _____    |
| Cost totaled by Project:          | _____ | _____ | _____   | _____     | _____    |
| ➤ Subtotaled by Superintendent:   | _____ | _____ | _____   | _____     | _____    |
| ➤ Subtotaled by foreman:          | _____ | _____ | _____   | _____     | _____    |

11. Do you have a written safety program? Yes \_\_\_\_\_ No \_\_\_\_\_

**Please submit a copy of your written Safety and Health Program.**

12. Do you have an orientation program for new hires? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, check the following topics that are included in the orientation program:

|                                     |                                  |                             |
|-------------------------------------|----------------------------------|-----------------------------|
| _____ Head Protection               | _____ Fire Protection            | _____ Hazard Communications |
| _____ Eye Protection                | _____ First-aid facilities       | _____ Ladders               |
| _____ Hearing Protection            | _____ Emergency Procedures       | _____ Heat Stress           |
| _____ Respiratory protection        | _____ Trenching and Excavation   | _____ Manual Lifting        |
| _____ Fall Protection & Fall Arrest | _____ Signs, barricade, flagging | _____ Hand Protection       |
| _____ Scaffolding                   | _____ Electrical safety          | _____ Lockout/Tagout        |
| _____ Perimeter Guarding            | _____ Rigging and crane safety   | _____ Job Safety Analysis   |
| _____ Housekeeping                  | _____ Confined Spaces Equipment  |                             |

13. Do you have a training program for newly hired or promoted supervision? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, does it include instruction on the following?

|                                   | Yes   | No    |
|-----------------------------------|-------|-------|
| A. Safe work practices            | _____ | _____ |
| B. Safety supervision             | _____ | _____ |
| C. Toolbox meetings               | _____ | _____ |
| D. Emergency procedures           | _____ | _____ |
| E. First-aid procedures           | _____ | _____ |
| F. Accident investigation         | _____ | _____ |
| G. Fire protection and prevention | _____ | _____ |
| H. New worker orientation         | _____ | _____ |

## Contractor Safety Qualification Questionnaire

14. Do you hold craft “toolbox” or “tailgate” safety meetings? Yes \_\_\_\_ No \_\_\_\_

How often? Weekly \_\_\_\_ Bi-weekly \_\_\_\_ Monthly \_\_\_\_ Less often, as needed \_\_\_\_

Who conducts it? \_\_\_\_\_

15. How is supervision held accountable for safety?

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16. What is the competency level of your corporate and project Safety Professionals?

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17. List the safety subjects for which your site management team will meet the requirements of an OSHA designated competent person.

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**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Sales and Use Tax:

*As applicable, for any work performed for any Southern Company affiliate, tax treatment for specific transactions, contracts or purchase orders will be discussed with the Contractor as necessary during the pre-bid or contracting stage and prior to pricing for the services by Contractor to determine taxability applicable to the specific situation.*

### 1. In Alabama:

In Alabama, Alabama Power Company (APC) intends to make all major material purchases. All consumable items purchased by a Contractor are taxable to the contractor and the full cost of these materials will be included in the contract. Any component system materials that APC requests the contractor to purchase should be purchased tax exempt and the appropriate tax will be accrued and paid by APC.

### 2. In Georgia:

Georgia tax law treats a contractor as the end user of tangible personal property when that property is used to construct, repair or improve real property. The contractor is therefore responsible for the payment of tax on all materials that become part of the completed contract, even machinery and equipment used in manufacturing or pollution control activities. Any vendor performing real property construction is supposed to be registered as a contractor with the Georgia Department of Revenue. To assist you in the determination of sales and use tax responsibility we have prepared the following:

Answer the following for work performed for Georgia Power Company (GPC):

Are you registered for sales tax purposes in the State of Georgia?

Yes ☐ No ☐

Contractor Registration Number **214**-\_\_\_\_\_

Dealer Registration Number - \_\_\_\_\_

**NOTE:** If **yes**, and the first three digits of the registration number are **214**, you are responsible for paying sales tax on all equipment, materials and supplies used in performing services under any contract with GPC. If you answered **no**, but the services you perform involve construction, improvement, modification or repair of real property, you are considered to be a contractor under Georgia law and are responsible to pay sales tax on all equipment, materials and supplies you use in performing services under any contract with Georgia Power Company ("GPC").

If **not** registered as a contractor, do you pay sales or use tax when purchasing equipment, materials and supplies to be used in fulfilling contracts?

Yes ☐ No ☐

### 3. In Mississippi:

For work performed for Mississippi Power Company (MPC), the following will apply:

MPC will discuss tax issues in a pre-bid meeting and then again upon award. Per the information below from the Mississippi Department of Revenue, the contractor is required to apply for a Material Purchase Certificate for each project that includes the construction, improvement or repair of real property. Contracts for the maintenance of machinery and equipment do not qualify as real property contracts and tax must be accrued and paid by MPC under its' direct pay authority.

The following provides a brief summary of Sales and Use Tax information for construction contractors in Mississippi. The Sales Tax Law levies a 3 1/2% contractor's tax on all non-residential construction activities when the total contract price or compensation received exceeds \$10,000.00.

Prior to beginning work, the prime contractor(s) is required to apply for a [Material Purchase Certificate](#) (MPC) for the contract. For non-residential contracts exceeding \$75,000.00, the contractor's tax and any use tax due must be paid before work begins. An exception to paying the taxes due requires that a surety bond is filed with the DOR to guarantee payment of the taxes. All contractors without a physical location in Mississippi are required to prepay the taxes due or bond all contracts over \$10,000. Contractors with a physical location in Mississippi are required to bond or prepay the taxes due on all contracts over \$75,000.

The 3 1/2% contractor's tax is imposed against the prime contractor and is due on all non-residential, commercial contracts regardless of whether or not the owner is a governmental, exempt, or non-profit entity. As example construction contracts for the U.S. Government, the State of Mississippi, a non-profit hospital, or a church are subject to the tax.

“HIRE MISSISSIPPI” – RESIDENT CONTRACTOR UTILIZATION RULE

SUPPLIER SELF-CERTIFICATION FORM

Mississippi Power Company is a public utility as that term is defined in Miss. Code Ann. §77-3-3(d)(i) and therefore is subject to the exclusive original jurisdiction of the Mississippi Public Service Commission. In August 2017, the Public Service Commission finalized and adopted its “Hire Mississippi” rule as part of an effort to foster, encourage, enable and facilitate economic development in the State of Mississippi, specifically, the hiring of Mississippi resident contractors to perform certain utility contracts. In order to meet its tracking and reporting requirements under the new rule, Mississippi Power must obtain written representation from its contractors, subcontractors and suppliers regarding certain corporate and employee information. Please complete the following sections, which Mississippi Power must maintain as part of its records.

1. Please provide the name of your business:

City of Lawrenceville

2. Are you or your business domiciled and/or have your principal place of business in the State of Mississippi, or do you otherwise certify that you are a “Resident Contractor” as defined in the “Hire Mississippi” rule?

YES NO

3. Pursuant to § 108 of the “Hire Mississippi” Rule, please indicate what percentage of your employees are Mississippi residents:

The undersigned individual affirms that he/she is the authorized representative of the above named business; is authorized to execute this certification on its behalf; and the above information is accurate, true and complete. In addition, the undersigned understands that the information provided in this certification is subject to verification.

Name Title Date

Signature

## Electronic Payment Request Form

\_\_\_\_\_ (Print the suppliers name that should be used for payment) does hereby authorize Southern Company and/or its affiliates to initiate electronic funds transfer credits owed, authorizes the financial institution below to credit such entities directly to the account below, and does hereby agree to be bound by the National Automated Clearing House (NACHA) Operating Rules relating to corporate payment entries.

### Bank Information

If available, please provide a voided copy of a check along with this application to verify your Bank Account and ABA Numbers for use by Southern Company and/or its affiliates.

**Please check appropriate box and complete banking information below:**

- ☐ This will be my first payment from Southern Company and/or its affiliates.  
☐ I'm currently receiving check payments for Southern Company to the below referenced mailing address.  
☐ I'm currently receiving direct deposit payments for Southern Company and need to change my banking information.

#### Current Bank Account Information on File

If changing direct deposit account information from one account to another, complete the **Current Bank Account** and **New Bank Account Information** boxes.

Account Holder's Name:

\_\_\_\_\_

Bank Name:

\_\_\_\_\_

Bank Routing No.:

\_\_\_\_\_

Bank Account No.:

\_\_\_\_\_

Bank Address:

\_\_\_\_\_

#### New Bank Account Information

If not currently receiving direct deposit payments, complete the **New Bank Account Information** portion on this form.

Account Holder's Name:

\_\_\_\_\_

Bank Name:

\_\_\_\_\_

Bank Routing No.:

\_\_\_\_\_

Bank Account No.:

\_\_\_\_\_

Bank Address:

\_\_\_\_\_

This authorization shall remain in full force and effect until Southern Company and/or its affiliates has received an updated Electronic Payment Request Form or revocation from the supplier at G2SOCOACHREMIT@SOUTHERNCO.com or via fax at 205-257-0179. At least three (3) days' notice is required to change or revoke this authorization.

### Account Holders Approval and Contact Information

**Account Holder's Signature:**

**Date:**

**\*\*must have authority to update account remittance information\*\***

**Print Name:**

**Title:**  
(if applicable)

**Mailing Address:**

**Phone No.:**

**Remittance Email Address:**

Please return the completed form to:

ATTN: Supplier Information & Process Solutions

Fax: (205) 257-0179 or Email: G2SOCOACHREMIT@SOUTHERNCO.com

Inquiries can be directed to the SIPS Helpdesk @ (205) 257-2570

**Mutual Emergency and Joint Use Services Agreement**  
**between**  
**Georgia Power Company**  
**and**  
**City of Lawrenceville**  
**Agreement No. #AGT#**

SAMPLE

*This Agreement contains Confidential Information for use by City and GPC and their affiliates only. No disclosure, copying, scanning, or reproduction for any other purpose (except to the extent required by law or contract) is authorized.*



## Mutual Emergency and Joint Use Services Agreement

Georgia Power Company, a Georgia corporation (“GPC”) and City of Lawrenceville (“City”) enter into this **Mutual Emergency and Joint Use Services Agreement** (“**Agreement**”) as of #Date (“**Effective Date**”). GPC and City (collectively, “**Parties**” or, individually, “**Party**”) acknowledge:

- Both Parties operate electric utility distribution systems in the state of Georgia and in some cases both Parties have their electric lines and facilities attached to the same pole or structure;
- In some circumstances, one Party’s customers and operations would benefit from having the other Party perform emergency or joint use services on its lines and facilities as described in this Agreement;
- Both Parties desire to provide services to the other and receive services from the other on the terms and conditions of this Agreement, for the mutual benefit of City, City’s customers, GPC, and GPC’s customers; and
- The Parties previously entered into an agreement for the common use of poles owned by each dated #Date (“**Common Use Agreement**”), which is incorporated by this reference and made a part of this Agreement.

In consideration of the mutual promises expressed here, the Parties agree as follows:

### PART 1 THE AGREEMENT

**1.1 Services Covered.** The “**Services**” performed under this Agreement may be either:

- (i) “**Emergency Services**” - Localized emergency restoration services or major storm restoration services provided by either Party to the other, as described in Part 2; or
- (ii) “**Joint Use Services**” - Joint use pole attachment services provided by either Party to the other, as described in Part 3.

**1.2 Party Identification.** In this Agreement, the Party performing the Services is “**Performing Utility**” and the Party owning the facilities where the Services are performed is “**Receiving Utility**.”

**1.3 No Minimum Commitment.** This Agreement is not an exclusive arrangement and neither Party is obligated to provide or accept any minimum amount of Services under this Agreement. The Parties must mutually agree to the performance of any Services under *Authorization for Localized Emergency Services* or *Request for Major Storm Services* in Part 2 or *Authorization for Joint Use Services* in Part 3.

**1.4 Purchase Order.** Before City may provide any Emergency Services or Joint Use Services to GPC, GPC must issue to City a GPC Purchase Order, which must be referenced in all billings to GPC under this Agreement. The stated term of any GPC Purchase Order to City is for internal GPC accounting purposes only and has no bearing on the term of this Agreement; the preprinted terms and conditions do not supersede this Agreement and are void. If necessary or appropriate, City will issue a purchase order or other work/billing authorization to GPC.

### PART 2 EMERGENCY SERVICES

**2.1 Emergency Defined.** In this Agreement, “**Emergency**” includes any distribution facility outage or trouble situation (whether caused by weather, accident, or unknown cause). An Emergency that involves localized restoration is referred to as a “**Localized Emergency**” and an Emergency where GPC’s “**Storm Center**” is activated or City storm procedures are activated is referred to as a “**Major Storm**” or “**Major Storm Restoration**.”

**A. Contact Information.** Throughout the term of this Agreement, the Parties will keep each other informed regarding proper 24/7 contact information for the Party. The Parties will also keep each other up-to-date regarding proper notification and authorization procedures.

#### 2.2 Authorization for Localized Emergency Services.

**A. Authorization for Localized Emergency Services by City.** In the event of an Emergency that could involve City’s performance of Localized Emergency Services for GPC, the authorization process is: (i) City will contact GPC’s **Distribution Control Center** (“**DCC**”); (ii) City and the DCC supervisor on duty will discuss the circumstances and agree upon the action, if any, to be taken by City; (iii) switching will be issued to City by the DCC; and (iv) clearances on GPC facilities will be issued by the DCC to City. Upon receipt of authorization and proper clearances, the Localized Emergency Services may proceed.

**B. Authorization for Localized Emergency Services by GPC.** In the event of an Emergency that could involve GPC's performance of Localized Emergency Services for City, the authorization process is: (i) GPC will contact the City operator/trouble center; (ii) GPC and the City operator on duty will discuss the circumstances and agree upon the action, if any, to be taken by GPC; (iii) switching will be issued to GPC by the City operator; and (iv) clearances on City facilities will be issued by City to GPC. Upon receipt of authorization and proper clearances, the Localized Emergency Services may proceed.

## 2.3 Request for Major Storm Services.

**A. GPC Request for Major Storm Services by City.** In the event of a Major Storm that could involve City's performance of Major Storm Restoration Services for or on behalf of GPC, the GPC Storm Center will contact City. If City agrees to perform the Major Storm Restoration Services, City and GPC's Storm Center will agree on details of the Major Storm Restoration Services to be performed. City will stay in contact with GPC's Storm Center until release by the GPC Storm Center.

**B. City Request for Major Storm Services by GPC.** In the event of a Major Storm that could involve GPC's performance of Major Storm Restoration Services for or on behalf of City, City will contact the GPC Storm Center. The GPC Storm Center will refer the request to GPC and, if GPC agrees to perform the Major Storm Restoration Services, GPC will directly contact City for further information and details of the Major Storm Restoration Services to be performed. GPC will stay in contact with City until release by City.

**C. Mutual Major Storm Assistance.** If the Major Storm has affected the facilities of both Parties, each Party will first perform its own restoration. Afterwards, the Parties may, but are not obligated to, offer assistance to the other under this Agreement. If one Party is performing Major Storm Restoration Services for the other, and then suffers an Emergency or Major Storm outage on its own system, that Party will notify the storm center of Receiving Utility and will be dismissed from Major Storm Restoration Services for Receiving Utility.

**D. Right of Refusal.** If a Performing Utility crew reports to the Major Storm assembly point without appropriate crew staffing or appropriate equipment and tools, Receiving Utility reserves the right to refuse the crew and not pay compensation for that crew's travel to and from the assembly point.

**2.4 Safety.** Safety of personnel will be the primary objective and responsibility of Performing Utility at all times when performing any Emergency Services under this Agreement. Performing Utility will perform Emergency Services according to all applicable Occupational Safety and Health Administration ("OSHA") rules, will follow its own safety rules (except as provided in *Substation Entry* below) and protective grounding practices, and will provide all personal protective equipment. If any accident or safety mishap occurs, Performing Utility will report it to Receiving Utility.

**2.5 Restoration Services.** After receiving authorization as required above, Performing Utility will perform a complete restoration of Receiving Utility's facilities, in a competent manner and using "**Good Utility Practice**" (defined as any practice, method, or act engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any practice, method, or act that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedition). Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be practices, methods, or acts generally accepted in the region.

**A. Applicable Specifications.** Performing Utility will complete the restoration according to Receiving Utility's specifications. Receiving Utility will provide copies of its relevant specification documents to Performing Utility as appropriate.

**B. Materials.** Restoration Emergency Services will be performed by reusing, to the extent practicable, materials at the facility. If new or additional materials are required, they can be provided and delivered, upon request, by Receiving Utility. Performing Utility may provide minor materials when necessary, provided Receiving Utility is notified and agrees.

**C. Utility Coordination.** Performing Utility will be responsible for coordinating Emergency Services (whether underground or overhead, but not including any right-of-way, easement, or other land right) with private parties, local governments, and other utilities. If Emergency Services involve or may affect utility facilities (whether overhead or underground), Performing Utility will be responsible for providing notices and locate requests to the Utilities Protection Center, and for coordinating all activities with the Utilities Protection Center and with all utility facility owners or operators as may be required under the *Georgia Utility Facility Protection Act* (O.C.G.A. § 25-9-1, *et seq.*) or the *High-voltage Safety Act* (O.C.G.A. § 46-3-30, *et seq.*) and any amendments to these Acts. If necessary, Receiving Utility will provide maps to Performing Utility. Receiving Utility is responsible for any issue regarding right-of-way, easement or other land right.

**D. Increase in Restoration Scope.** If Performing Utility begins performing Emergency Services under proper authorization and then determines that work additional to the originally-contemplated scope is necessary, Performing Utility will contact the proper authority for Receiving Utility to discuss the change in scope and receive additional direction or authorization.

## 2.6 Emergency Services Labor and Equipment.

**A. Qualified Labor.** Performing Utility will use only personnel who are qualified by the necessary education, training, and experience to perform the particular tasks assigned (i.e., persons experienced in appropriate utility overhead or underground electrical distribution construction and maintenance). Subject to the provisions below, Performing Utility is responsible for training its personnel and for ensuring they have the technical qualifications necessary to provide Emergency Services.

- (i) **Clearances.** Performing Utility will handle line clearances and switching according to Receiving Utility's operating procedures, so long as the procedures do not violate Performing Utility's safety rules. Provided that a member of Performing Utility's Emergency Services crew is properly certified, Performing Utility (acting through the coordination of the GPC DCC or the City control center, as delineated in *Authorization for Localized Emergency Services* or *Request for Major Storm Services* above) will be responsible for signing onto all line clearances. Receiving Utility will provide information on its switching and tagging procedures and Performing Utility will use Receiving Utility's switching/blocking tags. While performing Emergency Services under a line clearance, Performing Utility must have continuous communication with the control center of Receiving Utility through the use of a mobile telephone, dispatcher/operator, or mutually-compatible two-way radio devices.
- (ii) **Substation Entry.** If Services require entry into a GPC substation or a Georgia ITS substation for any purpose, a safety orientation is mandatory for unescorted entrance. Performing Utility may enter a GPC or ITS substation in connection with any Services only if: (i) at least one crewmember has completed a substation orientation class conducted by GPC or by **Municipal Electric Authority of Georgia ("MEAG")** and holds current certification for substation entry; and (ii) Performing Utility gave suitable notice to the control authority. If Services will include switching or other operations, the individual performing the operations also must have completed GPC's substation 200 switching class. In all cases, Performing Utility must perform all Services within a substation strictly according to control authority directives.

**B. Use of Native Crews and Contractors.** Emergency Services may be performed by Performing Utility's own native crews (employees of Performing Utility). Emergency Services may be performed by an independent contractor of Performing Utility **only** if the independent contractor also has an existing contract to perform similar services for Receiving Utility. During this Agreement's term, the Parties will keep the other informed as to which contractors, if any, may perform Emergency Services for the Party at the request of the other Party. If Performing Utility proposes to perform Emergency Services by using a particular independent contractor that has no existing contract with Receiving Utility, Receiving Utility must specifically agree to allow that independent contractor to perform the Emergency Services.

**C. Crew Composition.** Crew composition will remain the same as used at Performing Utility. Receiving Utility will pay Performing Utility its actual labor costs (at the personnel's standard labor category and pay classification), with standard overheads, but with no profit adder. For Localized Emergency Services not related to a Major Storm, Performing Utility's standard policies for straight-time, overtime, rest time, meals, and lodging compensation will apply.

**D. Labor Compensation.** Receiving Utility will pay labor charges (and related meal and lodging expenses) for Emergency Services when Performing Utility's personnel are engaged in any of the activities listed below. The Parties agree that some Localized Emergency Services may be *de minimis* (i.e., "minimal") in nature, consisting of minor or temporary repairs, for which Performing Utility may elect not to charge Receiving Utility. Receiving Utility will determine the working hours for Major Storm Restoration. Labor and equipment rates and other compensation will be based on Performing Utility's restoration policies for time spent:

- (i) Traveling between the normal crew work site/reporting location and an Emergency Services work site or Major Storm assembly point;
- (ii) Traveling between the work site and any Major Storm assembly point or between work sites;
- (iii) Working;
- (iv) Not working at Receiving Utility's request, but would have been working a normally scheduled day at Performing Utility (maximum 10 hours/day);
- (v) Assigned to standby at an assembly point or lodging facility (maximum 10 hours/day); and

- (vi) Resting during paid rest periods required by applicable law (defined in *Compliance Requirement* in Part 4), by labor agreements, or by Performing Utility's practice as a result of performing Emergency Services under this Agreement.

**E. Equipment.** Performing Utility must supply each crew with all equipment and tools reasonably necessary for performance of Emergency Services. Equipment and tools will be billed at cost (with no profit adder) and at straight time rates, with no overtime premium. Receiving Utility has the right, in accordance with Good Utility Practice, to specify equipment and tools required. Receiving Utility will pay hourly equipment charges when Performing Utility's equipment is:

- (i) Traveling between Performing and Receiving Utilities;
- (ii) On the work site;
- (iii) Traveling between the work site and any Major Storm assembly point; and
- (iv) Not working at Receiving Utility's request, but would have been working a normally scheduled day at Performing Utility (maximum 10 hours/day).

**2.7 Notification on Localized Emergency Completion.** When Performing Utility has completed Localized Emergency Services, it will notify promptly Receiving Utility's control center and will: (i) provide directly to Receiving Utility a description of all Localized Emergency Services performed; and (ii) inform Receiving Utility as to whether the Services were *de minimis* or will be invoiced. If the Services were not *de minimis*, within 15 days, Receiving Utility will inspect and accept or reject the Localized Emergency Services work product, based on Good Utility Practice for emergency work. If the Localized Emergency Services are rejected, Performing Utility will re-perform the Localized Emergency Services in an acceptable manner or, at Receiving Utility's discretion, no payment will be due for the rejected Localized Emergency Services.

**2.8 Notification on Major Storm Restoration Completion.** When Performing Utility has completed Major Storm Restoration Services, it will promptly notify the appropriate storm center and seek direction regarding further Major Storm Restoration Services to be performed or to obtain release.

### PART 3 JOINT USE POLE ATTACHMENT SERVICES

**3.1 Joint Use Services Defined.** Joint Use Services include any routine construction work required to establish a joint use pole line or to make adjustments to an existing joint use pole line under the Common Use Agreement between the Parties. Either Party may request Joint Use Services by the other Party. The Party requesting Joint Use Services is referenced in this Agreement as Receiving Utility and the Party performing the physical work of the Joint Use Services is Performing Utility. The Parties acknowledge that this Agreement does not apply to any services performed in connection with any attachment subject to mandatory attachment rights as provided for in The Telecommunications Act of 1996, 47 U.S.C., Chapter 5, Subchapter II, Part I, § 224.

**3.2 Authorization for Joint Use Services.** The Parties agree that no Joint Use Services will be performed (whether for existing or new joint use poles) until the Exhibits A and B as described in the Common Use Agreement have been completed to describe the specific project and clarify all details (e.g., pole ownership, division of costs, the provider of poles and hardware) of the project. Execution of the appropriate Exhibits A and B by both Parties will constitute authorization for Performing Utility to begin physical performance of the requested Joint Use Services.

**3.3 Safety.** Safety of personnel will be the primary objective and responsibility of Performing Utility at all times when performing Joint Use Services. Performing Utility will perform Joint Use Services according to all applicable OSHA rules, will follow its own safety rules and protective grounding practices, and will provide all personal protective equipment. If any accident or safety mishap occurs, Performing Utility will report it to Receiving Utility.

**3.4 Performance of Joint Use Services.** After receiving authorization as required above, Performing Utility will perform Joint Use Services in a competent manner and using Good Utility Practice.

**A. Applicable Specifications.** Receiving Utility will provide copies of its relevant specification documents to Performing Utility, as appropriate. Performing Utility will complete Joint Use Services according to the requirements of Receiving Utility's specifications, the most current edition of the National Electrical Safety Code ("**NESC**"), and applicable law. In the event of any conflict, the more stringent requirement will govern.

**B. Materials.** Joint Use Services will be performed by using materials provided by Receiving Utility, as described in the applicable Common Use Agreement Exhibit A. Performing Utility may provide minor materials when necessary, provided Receiving Utility is notified and agrees.

**C. Utility Coordination.** Performing Utility will be responsible for coordinating Joint Use Services (other than right-of-way, easement, or other land right issues with private parties, local governments, and other utilities. If Joint Use

Services involve or may affect utility facilities (whether overhead or underground), Performing Utility will be responsible for providing notices and locate requests to the Utilities Protection Center, and for coordinating all activities with the Utilities Protection Center and with all utility facility owners or operators as may be required under the *Georgia Utility Facility Protection Act* (O.C.G.A. § 25-9-1, *et seq.*) or the *High-voltage Safety Act* (O.C.G.A. § 46-3-30, *et seq.*) and any amendments to these Acts. If necessary, Receiving Utility will provide maps to Performing Utility. Receiving Utility is responsible for any issue regarding right-of-way, easement, or other land right.

**D. Increase in Scope.** If Performing Utility begins performing Joint Use Services under proper authorization and then determines that work additional to the originally-contemplated scope is necessary, Performing Utility will contact the proper authority for Receiving Utility to discuss the change in scope and receive additional direction or authorization. If appropriate, the applicable Common Use Agreement Exhibit A and/or Exhibit B will be revised and signed to reflect the agreed scope change.

### 3.5 Joint Use Services Procedure and Compensation.

**A. Qualified Labor.** Performing Utility will use only personnel and contractors who are qualified by the necessary education, training, and experience to perform the particular tasks assigned to them (i.e., personnel experienced in utility overhead electrical distribution construction and maintenance). Subject to the provisions below, Performing Utility will be responsible for training its personnel and for ensuring they have the technical qualifications necessary to provide Joint Use Services.

- (i) **Clearances.** Line clearances and switching will be handled according to Receiving Utility's operating procedures, so long as the procedures do not violate Performing Utility's safety rules. Provided that a member of Performing Utility's Joint Use Services crew is properly certified, Performing Utility (acting through the GPC DCC if appropriate) will be responsible for signing onto all line clearances. Receiving Utility will provide information on its switching and tagging procedures and Performing Utility will use Receiving Utility's switching/blocking tags. While performing Joint Use Services under a line clearance, Performing Utility must have continuous communication with the control center of Receiving Utility through the use of a mobile telephone, dispatcher/operator, or mutually-compatible two-way radio devices.
- (ii) **Substation Entry.** If Services require entry into a GPC substation or a Georgia ITS substation for any purpose, a safety orientation is mandatory for unescorted entrance. Performing Utility may enter a GPC or ITS substation in connection with any Services only if: (a) at least one crewmember has completed a substation orientation class conducted by GPC or by MEAG and holds current certification for substation entry; and (ii) Performing Utility gave suitable notice to the control authority. If Services will include switching or other operations, the individual performing the operations also must have completed GPC's substation 200 switching class. In all cases, Performing Utility must perform all Services within a substation strictly according to control authority directives.

**B. Use of Native Crews and Contractors.** Joint Use Services may be performed by Performing Utility's own native crews (employees of Performing Utility). Crew composition will remain the same as used by Performing Utility. Joint Use Services may be performed by an independent contractor of Performing Utility only if the independent contractor also has an existing contract to perform similar Joint Use Services for Receiving Utility. During this Agreement's term, the Parties will keep each other informed as to which contractors, if any, may perform Joint Use Services pursuant to this Agreement. If Performing Utility proposes to perform Joint Use Services by using a particular independent contractor that has no existing contract with Receiving Utility, Receiving Utility must specifically agree to allow that independent contractor to perform Joint Use Services.

**C. Compensation.** Payment for Joint Use Services will be made as specified by the applicable Common Use Agreement Exhibit A. If required by the Exhibit A, Receiving Utility will pay Performing Utility its actual labor and equipment costs (at straight-time rates, with no overtime premium, unless Receiving Utility expressly agrees to pay labor at overtime rates) with standard overheads, but with no profit adder. The Exhibit A also must specify the distribution of charges to each Party for all Joint Use Services.

**3.6 Notification on Completion.** When Performing Utility has completed Joint Use Services, it will promptly notify Receiving Utility and provide a description of the Joint Use Services performed. Within 15 days, Receiving Utility will inspect and accept or reject the Joint Use Services work product. If the Joint Use Services are rejected for good cause, Performing Utility will re-perform the Joint Use Services in an acceptable manner or, at Receiving Utility's discretion, no payment will be due for the rejected Joint Use Services.

## PART 4 LEGAL COMPLIANCE AND CONFIDENTIAL INFORMATION

**4.1 Compliance Requirement.** Each Party must comply with all applicable laws, regulations, rules, codes, ordinances, policies, guidance, directives, orders, and decrees of any federal, state, local, or other applicable

governmental body, authority, or entity that in any manner affect the Services. Each Party expressly acknowledges that it must comply with all labor laws and regulations including the use of U.S. citizens or properly documented alien workers under the Immigration Act of 1990 and the Immigration and Nationality Act of 1952, as amended, and with all safety and health standards promulgated under the Occupational Safety and Health Act of 1970 and by any state or local health or safety authority with jurisdiction over the Services. Each Party must also maintain, at its expense, any permit, license, inspection, certification, or other governmental or regulatory approval required by applicable law for it to perform the Services.

**4.2 Georgia Security, Immigration, and Compliance Act.** City is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to City a contractor’s affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) or sub-subcontractor(s) in connection with this Agreement, GPC will secure from each an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

**4.3 Performance Requirements.** The personnel of both Parties, whether providing or receiving Services under this Agreement, are expected to conduct themselves in a professional and responsible manner. Both Parties adhere to a drug and alcohol free workplace policy and agree that all Services performed under this Agreement must be performed by personnel who are drug- and alcohol-free.

**4.4 No Toleration of Unacceptable Behaviors (Ethics).** Each Party acknowledges that it and its personnel must at all times conduct their business activities pursuant to this Agreement in a highly ethical manner and in compliance with all applicable law. Each Party will advise its personnel that the following are unacceptable behaviors and will ensure that no personnel exhibit any of these behaviors in connection with the Services:

- (i) Harassment or discrimination of any kind or character, including conduct or language that: (a) is derogatory to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, or sexual orientation; or (b) creates an intimidating, hostile or offensive working environment. Specific examples include jokes, pranks, epithets, written or graphic material, or hostility or aversion toward any individual or group; or
- (ii) Any conduct or act (e.g., threats or violence) that creates a hostile, abusive, or intimidating work environment. Examples of these inappropriate behaviors include fighting, abusive language, inappropriate signage, use or possession of firearms on the other Party’s property, and destruction of the other Party’s property or employee property, or the threat of any of these behaviors; or
- (iii) Work practices that are unsafe or harmful to the environment; or
- (iv) Use of the other Party’s computers, e-mail, telephone or voice-mail system that in any way involves material that is obscene, pornographic, sexually oriented, threatening, or otherwise derogatory or offensive to any individual on the basis of race, gender, color, religion, age, national origin, disability, veteran status, or sexual orientation; or
- (v) The use of, being under the influence of, or possession of alcoholic beverages and/or unlawful drugs on the other Party’s property; or
- (vi) Engagement in any activity that creates a conflict of interest or appearance of the same, or that jeopardizes the integrity of the Parties (including providing gifts and gratuities to employees).

**A. Ethics Violations.** Under Part 6 (*Insurance and Indemnification*), each Party agrees to hold harmless the other Party’s Persons Indemnified from any claim of noncompliance with this provision by the Party or its personnel. If either Party, in its sole discretion, concludes that the other Party has breached the obligations of this *No Toleration of Unacceptable Behaviors (Ethics)* provision, the non-breaching Party will have the right, in addition to all remedies at law or equity, to terminate immediately this Agreement. If any City personnel observes a GPC employee doing, or is asked by a GPC employee to do, something the City personnel considers to be unethical, illegal, or in violation of these behavior standards, GPC expects City to notify GPC management immediately or call the GPC Concerns Program at 1-800-754-9452. If any GPC personnel observes a City employee doing, or is asked by a City employee to do, something the GPC personnel considers to be unethical, illegal, or in violation of these behavior standards, City expects GPC to notify City management immediately.

**4.5 Confidential and Proprietary Information.** Each Party agrees that any business or technical information or data (whether oral, written, electronic, or otherwise and including a trade secret as defined by Georgia law) of or about the other Party or its Affiliates (“**Disclosing Party**”) that is valuable (and not generally known or readily available to third parties) and that is transmitted to the other Party (“**Receiving Party**”) during the term of this Agreement or during negotiations concerning this Agreement (“**Confidential Information**”) will be deemed proprietary and confidential and of both tangible and intangible value to the owner. Receiving Party must not retain, disclose, or use any Confidential

Information without Disclosing Party's prior written consent. Receiving Party will take all efforts necessary to protect and prevent any unauthorized use or disclosure and further agrees to cooperate with Disclosing Party's reasonable confidentiality requirements. Receiving Party will notify immediately Disclosing Party of any unauthorized disclosure or use of any Confidential Information of which Receiving Party becomes aware.

**A. Enforcement.** Each Party agrees that the actual or threatened disclosure or unauthorized use of Confidential Information would cause irreparable harm to Disclosing Party and that Disclosing Party will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent unauthorized disclosure or use of Confidential Information. The Parties agree that: (i) the reasonable and necessary time for protecting Confidential Information will be three years after termination of this Agreement; and (ii) Confidential Information that constitutes a trade secret will be protected for the maximum period allowed by law. At Disclosing Party's request, or upon termination of this Agreement, Receiving Party will return all Confidential Information to Disclosing Party.

**B. Open Records Exception.** Notwithstanding the foregoing, the Parties acknowledge and agree that City is subject to provisions of the Georgia Open Records Act (O.C.G.A. Sec. 50-18-70, et seq.) ("**Act**"). Pursuant to mandatory provisions of the Act, City is required, upon request, to disclose or otherwise provide copies of documents or other tangible things in its possession or control for which no exemption to the Act is applicable. Due to mandatory provisions of the Act, the Parties agree and expressly acknowledge that any obligation of the City with respect to this Section 4.5 (*Confidential Information*) is subject and subordinate to City's obligations under the Act; therefore, disclosure of documents or other tangible things pursuant to the Act will not be a violation or breach of this Section 4.5. Furthermore, disclosure pursuant to the Act will be at City's sole discretion and authority.

## PART 5 PAYMENT

**5.1 Invoices.** For Services other than *de minimis* services, Performing Utility will prepare and submit an invoice conforming to the terms and conditions of this Agreement and providing all information required by the other Party. Invoices for Emergency Services should be submitted within 90 days and invoices for Joint Use Services should be submitted with 60 days. Terms and conditions included on any invoice will not alter or amend the provisions of this Agreement.

**A. Invoices by Contractors.** If any Services under this Agreement are provided by a contractor under *Use of Native Crews and Contractors* in either Part 2 or Part 3, the contractor will be responsible for billing directly Receiving Utility under their agreement. If the Parties agree, incidental billings by contractors may be sent to Receiving Utility by Performing Utility on contractor's behalf.

**5.2 Payment.** The Parties agree to standard payment terms of net 30 days from satisfactory completion of the Services and receipt of an invoice. No payment will be deemed past due until 45 days after receipt of an invoice. Interest, at the rate of ½% per month will accrue beginning 60 days after invoice receipt. The following provisions of the *Georgia Prompt Pay Act* (O.C.G.A. § 13-11-1, et seq.), if applicable to the Services, will not apply to this Agreement: (i) the time requirement in O.C.G.A. § 13-11-4(a); and (ii) the interest rate in O.C.G.A. § 13-11-7(a).

**5.3 Responsibility for Expenses.** Each Party is solely responsible for all expenses, costs, liabilities, taxes, assessments, maintenance, insurance, and other fees or obligations incurred by it, its subcontractors, or their agents and employees at any time and for any reason as a result of this Agreement or performance of the Services (including withholding taxes; Social Security taxes; unemployment taxes; sales, use and excise taxes; workers' compensation insurance premiums; and royalties and license fees for patented designs, processes or products).

## PART 6 INSURANCE AND INDEMNIFICATION

**6.1 Insurance.** Each Party will maintain in effect, at all times during the term of this Agreement, insurance covering workers' compensation, commercial general public liability, and automobile liability in amounts and with deductible or self-insurance features as consistent with its customary practices. If either Party acts as a self-insurer with respect to workers' compensation, that Party will, regardless of fault, indemnify, hold harmless, and defend (if requested) the other Party, and its officers, directors, employees, agents, representatives, and affiliates, from and against any claim for personal injury or death made by any employee, officer, agent, representative, or contractor of the self-insured Party that is based upon or arises out of performance of Services under this Agreement.

**6.2 City Persons Indemnified.** For purposes of this Agreement, the term "**City Persons Indemnified**" includes City and all present and future affiliates, their subsidiaries and permitted successors and assigns, and each of their respective officers, directors, employees, agents, and representatives and all parties claiming through them.

**6.3 GPC Persons Indemnified.** For purposes of this Agreement, the term "**GPC Persons Indemnified**" includes Georgia Power Company, Southern Company, and all present and future affiliates, their subsidiaries and permitted

successors and assigns, and each of their respective officers, directors, employees, agents, and representatives and all parties claiming through them.

**6.4 Indemnification Obligations.** Despite any provision in this Agreement to the contrary, no Party nor its Persons Indemnified will be liable under this Agreement for consequential, special, indirect, treble, exemplary, incidental, or punitive damages of any type under any circumstance, regardless of whether such damages may be available under applicable state or federal law. Whenever any liability is incurred by either or both of the Parties for injury to the personnel of either Party or damage to the property of either Party, or for injury to other persons or their property, arising out of Services under this Agreement, the liability for such damage, as between the Parties, will be as follows:

- (i) Each Party will be liable for all damages for injury to persons or property caused solely by the Party's negligence or solely by the Party's failure to comply at any time with any applicable law or with the NESC ("Sole Fault");
- (ii) Each Party will be liable for all damages for injury to its own personnel or its own property caused by the concurrent negligence of both Parties, or due to a cause that cannot be traced to the Sole Fault of the other Party;
- (iii) Each Party will be liable for one-half of all damages for injury to any person other than personnel of either Party, and for one-half of all damages for injury to property not belonging to either Party, caused by the concurrent negligence of both Parties, or due to a cause that cannot be traced to the Sole Fault of the other Party;
- (iv) If, on account of injuries of the character described in subpart (i) or (ii) of this *Indemnification Obligations* provision, either Party makes any payment to its injured personnel (or estate) in conformity with: (a) the provision of any workers' compensation for personal injury to an employee by accident arising out of and in the course of employment, whether based on negligence on the part of the employer or not; or (b) any plan for employee disability benefits or death benefits now established or hereafter adopted by the Parties or either of them, the payment will be construed to be damage for injury within the terms of subparts (i) or (ii) and will be reimbursed by the Parties in accordance with subparts (i) or (ii) above; or
- (v) Any claim, demand, loss, damage, expense, suit, action, judgment, cost, or any other liability arising under this *Indemnification Obligations* provision will be dealt with jointly by the Parties. If a claimant desires to settle upon terms acceptable to one Party but not to the other, the Party desiring to settle may, without waiver of or prejudice to its rights under this *Indemnification Obligations* provision, pay to the other Party one-half of the expense such settlement would involve, and afterwards the non-settling Party will be bound to protect the Party making the payment from all further liability and expense on account of such claim, provided that if in subsequent proceedings the matter is adjudged so that, after payment of all costs, the amount previously paid exceeds that Party's ultimate one-half liability, a partial or complete refund will be made.

**A. Indemnity Coverage.** For purposes of this *Indemnification Obligations* provision, "expenses" include court costs, actual attorneys' fees reasonably incurred, costs of investigation, costs of defense, expert witness and consulting fees, costs of enforcing the indemnity, settlements, payments, interest expense, and judgments associated with all covered claims or proceedings and in enforcement of this provision.

**6.5 Protection of Services and Property.** Performing Utility will take all reasonable precautions to: (i) maintain adequate protection of all its Services from damage; (ii) protect Receiving Utility's property from injury or loss arising in connection with this Agreement; and (iii) adequately protect adjacent property, whether public or private and whether real or personal. Performing Utility will, at its expense, rebuild, repair, restore, and make whole any injury or damage to any property of Receiving Utility or adjacent property that occurs during performance of the Services, to the extent the injury or damage was caused by Performing Utility.

**6.6 DISCLAIMER. NEITHER PARTY MAKES ANY REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) CONCERNING SERVICES PROVIDED UNDER THIS AGREEMENT.**

**6.7 Services Performed by Contractors.** If Emergency Services or Joint Use Services are provided by a contractor under *Use of Native Crews and Contractors* in Part 2 or Part 3, respectively, the contractor will be deemed to be performing under the applicable agreement between contractor and each Party and all rights, obligations, and liabilities will be governed by the agreement between the contractor and the applicable Party.

## **PART 7 TERM AND TERMINATION**

**7.1 Renewal of Term.** The initial term of this Agreement will end on December 31 of the year in which it is executed, at which time this Agreement will terminate absolutely and without further obligation on the part of City. This Agreement will automatically renew for a one-year term each January 1 thereafter on the same terms and conditions, absent written



notice of non-renewal from City to GPC at least 30 days prior to the end of the then-current term, with the understanding that the Agreement terminates absolutely and without further obligation on the part of City on December 31 of each renewal term. Services under this Agreement are subject to the needs of City in its sole discretion and are specifically subject to appropriation of adequate funds. Title to any supplies, materials, equipment, or other personal property will remain with GPC until fully paid for by City. The Parties agree that City is entering into this Agreement in its proprietary function. To the extent O.C.G.A. § 36-60-13 is applicable, the Parties intend that this Agreement operate in conformity with and not in contravention of that statute, and in the event that any provision of this Agreement would conflict with this statute, this Agreement must be interpreted and implemented in a manner consistent with the statute.

**7.2 Termination for Convenience.** Either Party may terminate this Agreement by giving the other Party written notice at least 30 days before the effective date of termination.

**7.3 Termination for Default.** Either Party may terminate this Agreement immediately upon written notice if the other Party has breached any of its material obligations and has not cured (or begun taking diligent action to cure) the breach within 30 days following written notice of breach from the other Party.

## PART 8 MISCELLANEOUS PROVISIONS

**8.1 Relationship of Parties.** Performing Utility will be an independent contractor for Receiving Utility. Neither Party will be considered an agent, partner, joint venturer, employee, or representative of the other. No affiliate of either Party will have any liability whatsoever for a Party's performance or nonperformance under this Agreement. Nothing in this Agreement will be construed to create any duty, obligation, or liability of either Party to any person or entity not a party to this Agreement. Neither Party will assign or transfer any of its rights or interests in, or obligations under, this Agreement without the prior written consent of the other Party.

**8.2 Notice.** All notices permitted or required by this Agreement will be in writing and will be deemed delivered upon a) personal delivery (effective that date); (b) email delivery (effective that date if sent by 5:00 p.m. (recipient's time); otherwise, the next business day); (c) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (d) registered or certified U.S. mail, with proper postage (effective the following fourth business day).. A Party will provide all notices to the other at the address shown below, or to any other address that a Party designates by written notice under this *Notice* provision.

### If to City:

Chris Ridings  
Electric Director  
City of Lawrenceville  
70 S Clayton St  
Lawrenceville, GA 30046  
[chris.ridings@lawrencevillega.org](mailto:chris.ridings@lawrencevillega.org)

### If to GPC:

Manager, Contract Management  
Georgia Power Company  
Bin 10080  
241 Ralph McGill Blvd., N.E.  
Atlanta, GA 30308-3374  
[jodwilso@southernco.com](mailto:jodwilso@southernco.com)

**8.3 Governing Law and Interpretation.** This Agreement will be governed by and construed under Georgia law. Any lawsuit or other legal action or proceeding related to this Agreement will be filed in either a state or federal court sitting in the state of Georgia. If a provision is ruled invalid or unenforceable, the validity or enforceability of this Agreement as a whole will not be affected. All captions are solely for convenience and are not to be considered in interpreting this Agreement. In this Agreement, “including” and “include” are deemed to be followed by the phrase “without limitation,” “but not limited to,” or “but are not limited to,” as appropriate in the context and “or” means “either or both” (i.e., “A or B” means “A or B or both A and B”).

**8.4 Entire Agreement; Modifications.** This Agreement, including all documents attached or incorporated by reference, states all agreed terms and conditions regarding the Services. Any prior or contemporaneous oral or written negotiation, promise, representation, or agreement is merged into and superseded by this Agreement. The Parties acknowledge that the Common Use Agreement is still in effect, and, in the event of a conflict, agree that the Common Use Agreement takes precedence. No waiver, amendment, change, alteration, or modification of this Agreement is binding unless in writing and signed by an authorized representative of each Party. Any waiver, disclaimer of liability, indemnity, release from liability, or limitation on liability expressed in this Agreement (whether in contract, equity, tort, or otherwise, and regardless of the fault, negligence, strict liability, or breach of warranty of a Party or its Persons Indemnified) will survive Agreement termination or expiration.

**Each Party**, acting through its authorized representative signing below, acknowledges that it has read the terms and conditions of this Agreement and that it understands and agrees to be bound by these provisions.

**Agreed by**  
**Georgia Power Company**

By: \_\_\_\_\_  
Manager, Contract Management

Date: \_\_\_\_\_

**Agreed by**  
**City of Lawrenceville**

By: \_\_\_\_\_  
#Name  
#Title

Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_

SAMPLE

DIVISION \_\_\_\_\_

COMMON USE AGREEMENT  
BETWEEN  
GEORGIA POWER COMPANY  
AND  
City of Lawrenceville

MAILING ADDRESS  
70 S Clayton St  
Lawrenceville GA 30046

EFFECTIVE DATE OF AGREEMENT: \_\_\_\_\_

ANNUAL POLE RENTAL RATE: See each exhibit "A"

COMMENTS:

STATE OF GEORGIA  
COUNTY OF [INSERT]

THIS AGREEMENT made and entered into this \_\_th day of \_\_\_\_, 20\_\_, by and between the GEORGIA POWER COMPANY, hereinafter sometimes referred to as “GPC”, a corporation organized and existing under the laws of the State of Georgia; and the \_\_\_\_\_, a Municipality organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “\_\_\_\_\_”.

W I T N E S S E T H:

WHEREAS, the parties desire to enter into an agreement for the common use of poles owned by each;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and covenants hereinafter contained, the parties hereto covenant and agree as follows:

ARTICLE I  
DEFINITIONS

For the purpose of this Agreement, the following terms when used herein, unless the context indicates otherwise, shall have the following meanings:

ATTACHMENTS are any material or apparatus now or hereafter used by either party in the construction, operation or maintenance of its plant carried on poles.

CODE means the most current edition of the National Electrical Safety Code.

COMMON USE is maintaining or specifically reserving space for the attachments of both parties on the same pole at the same time.

COMMON USE POLE is a pole upon which space is provided under this agreement for the attachments of both parties, whether such space is actually occupied by attachments or reserved therefore upon specific request.

LICENSEE is the party having the right under this agreement to make attachments to a common use pole of which the other party is the OWNER.

OWNER is the party owning the common use pole.

## ARTICLE II SCOPE OF AGREEMENT

All work to be performed in establishing the pole attachments and which is not otherwise provided for herein shall be performed in accordance with the specific details contained in Exhibit "A" attached hereto, which by this reference is made a part hereof.

The common use poles to be attached hereunder are shown on sketch Exhibit "B" attached hereto, which by this reference is made a part hereof, and on which is indicated for each pole the exact location, the height and class.

Additional poles may be attached pursuant to this Agreement by additional Exhibits "A" and "B" which designate such additional pole and which are signed by the duly authorized officers or agents of the parties and appended hereto.

## ARTICLE III SPECIFICATIONS

The poles and all attachments covered by this Agreement shall at all times conform to the requirements of the Code, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

## ARTICLE IV ESTABLISHING ATTACHMENTS

(a) The Licensee agrees to perform, upon the request of the Owner, such work on the Licensee's system as necessary to facilitate the installation of new poles and the removal of old poles to conform to the requirements of this Agreement, provided, however, that the Licensee shall not be required to perform this work in such a manner as to cause undue interruption of service to its consumers.

(b) The cost of all work performed by the Parties on their respective systems, clearing rights-of-way and tree trimming and the installation of Licensee's attachments and circuits on the Owner's poles shall be borne by the Parties as specified in Exhibit "A".

(c) All poles attached under this Agreement shall remain the property of the Owner and any payments made by the Licensee for changes in pole lines under this Agreement shall not entitle the Licensee to the ownership of any of said poles.

## ARTICLE V EASEMENTS AND RIGHTS-OF-WAY

(a) While the parties will cooperate as far as may be practicable in obtaining rights-of-way for both parties on common use poles, neither party warrants or assures to the other party any right-of-way privileges or easements, and if either party shall at any time be prevented from placing or maintaining its attachments on the poles herein designated, no liability on account thereof shall attach to the other party. Each party shall be responsible for obtaining its own easements and rights-of-way.

(b) Where the poles are located on public rights-of-way by franchise or other similar authority, the Licensee shall obtain authority to occupy such rights-of-way before any attachments are made hereunder.

## ARTICLE VI MAINTENANCE OF POLES, ATTACHMENTS AND RIGHTS-OF-WAY

(a) The Owner shall, at its own expense, maintain the poles attached hereunder in a safe and serviceable condition and in accordance with the requirements of the Code, or lawful requirements of public authorities whichever are more stringent and shall replace, reinforce or repair such of these poles as become defective.

(b) Whenever right-of-way considerations or public regulations make relocation of a pole or poles necessary, such relocations shall be made by the Owner at its own expense, except that each party shall bear the cost of transferring its own attachments.

(c) Whenever any pole attached hereunder is insufficient in height or strength to meet Licensee's requirements, the Owner shall, upon request of Licensee, replace such pole and Licensee shall reimburse Owner the total net cost of such replacement according to Uniform System of Accounting. The new pole shall remain as the property of the Owner.

(d) Whenever it is necessary to replace or relocate a pole or poles, the Owner shall, before making such replacement or relocation, give 20 days notice thereof in writing (except in case of emergency, when verbal notice shall be given and subsequently confirmed in writing) to the Licensee, and the Parties shall agree as to the time of such proposed replacement or relocation, and the Licensee shall, at the time so agreed, transfer its attachments to the new or relocated common pole or poles. Should the Licensee fail to transfer its attachment to the new or

relocated pole or poles at the time agreed for such transfer of attachments, the Owner may elect to do such work, and the Licensee shall reimburse the Owner the cost thereof.

(e) Each party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Article III and shall keep them in safe condition and in thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed as provided in Exhibit "A" and the cost thereof shall be borne by the parties as provided in said Exhibit "A".

## ARTICLE VII LIABILITY

Whenever any liability incurred by either or both of the parties hereto for damages or injuries to the employees or to the property of either party, or for injuries to other persons or their property, arising out of the common use of poles under this agreement or due to the proximity of the wires and fixtures of the parties hereto attached to the common use poles covered by this agreement, the liability for such damages, as between the parties hereto, shall be as follows to the extent allowed by applicable law:

- (a) Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the Code.
- (b) Each party shall be liable for all damages for such injuries to its own employees or its own property that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.
- (c) Each party shall be liable for 1/2 of all damages for such injuries to persons other than employees of either party and for 1/2 of all damages for such injuries to property not belonging to either party that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.
- (d) Where, on account of injuries of the character described in the preceding paragraphs of this article, either party hereto shall make any payments to its injured employee or to his relatives or representatives

in conformity with (i) the provision of any workmen's compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or (ii) any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages for injuries within the terms of the preceding paragraphs numbered (a) and (b) and shall be paid by the parties hereto in accordance with paragraphs (a) and (b).

- (e) All claims (which shall include actions) for damages arising hereunder that are asserted against or affect the parties hereto jointly shall be dealt with by the parties hereto jointly; provided, however, if a claimant desires to settle upon terms acceptable to one party hereto but not to the other, the party hereto desiring to settle may, without waiver of or prejudice to its rights under this article, pay to the other party hereto 1/2 of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim, provided, should upon subsequent proceeding the matter be adjudged so that after the payment of all costs, a refund in whole or in part should be made, it will so be made.
- (f) Expenses of defense for the purpose of this article shall be deemed to include costs, attorneys' fees and other proper charges and expenditures.

#### ARTICLE VIII PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

(a) When either party desires to change the character of its circuits, such party shall give thirty (30) days notice to the other party of such contemplated change in the character of its circuits, and in the event that the other party agrees in writing to common use with such changed circuits then, subject to the procedure hereinafter provided for in Section (b) of this Article, the common use of poles shall be continued with such changes in construction as may be required to



meet the terms of the specifications mentioned in Article III for the character of circuits involved.

(b) If the change in character of circuits requires pole replacement for the sole benefit of the Owner, the pole replacements shall be made at the expense of the Owner. If the change in character of circuits requires pole replacements for the sole benefit of the Licensee, the pole replacements shall be made at the expense of the Licensee. The time and manner in which the work is performed shall be as mutually agreed upon and in accordance with the procedure provided for in paragraph (d), Article VI, Maintenance of Poles, Attachments and Rights-of-Way.

(c) In the event, however, that the other party fails within thirty (30) days from receipt of notice of contemplated change in character of circuits to agree in writing to continue the common use of such poles with such changed circuits, then both parties shall cooperate in accordance with the following plan:

1. The parties hereto shall determine and agree in writing upon the most practical and economical method of effectively providing for separate lines, either overhead or underground, and the party whose circuits are to be moved shall promptly carry out the necessary work.
2. The net cost involved in re-establishing such circuits in the new location as are necessary to furnish the same service facilities that exist at the time such change is decided upon, shall be equitably apportioned between the parties hereto.

#### ARTICLE IX ABANDONMENT OF COMMONLY USED POLES

(a) If the Owner desires at any time to abandon any commonly used pole, it shall give the Licensee notice in writing to that effect at least 60 days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Owner shall have no attachments on such pole but the Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the Licensee, and the Licensee shall save harmless the Owner from all obligation, liability, damages, cost, expenses or charges incurred thereafter, save for those costs or expenses resulting from injuries or damages occurring prior to the effective date of abandonment by the Owner, and which occurred, because of the presence or condition of

such pole or of any attachments thereof; (such costs or expenses to be governed by Article VII, “Liability”). The Licensee shall pay to the Owner for such abandoned pole or poles, an amount as may be mutually agreeable to both parties, the Owner shall further evidence transfer to the Licensee of title to the pole or poles by means of a bill of sale.

(b) The Licensee may at any time abandon the use of a common pole by giving due notice in writing to the Owner and by removing therefrom any and all attachments it may have thereon. The Licensee shall in such case pay to the Owner the full rental for said pole for the then current year.

#### ARTICLE X RENTALS

(a) On or about the first day of December of each year the parties acting in cooperation shall tabulate the total of the number of poles in common use as of the preceding day and the number of poles on which the Licensee removed all of its attachments during the twelve preceding months, which tabulation shall indicate the number of poles on which rentals are to be paid.

(b) The rental per pole due from the Licensee to the Owner shall be SEE EXHIBIT “A” per annum which shall be paid by the Licensee to the Owner for each commonly used pole as shown by the annual tabulation of common poles provided for herein.

#### ARTICLE XI RIGHTS OF OTHER PARTIES

If either party, prior to the execution of the Agreement has conferred, or hereafter confers, upon others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting such rights or privileges, and the grantor shall have the right, by contract or otherwise, to continue or extend such existing rights or privileges, it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party shall be treated as attachments belonging to the grantor, and the rights, obligations, and liabilities hereunder of the grantor with respect to such attachments shall be the same as if it were the actual owner thereof.

ARTICLE XII  
ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or any of its rights or interests in any of the commonly used poles, or the attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, provided however, that nothing herein contained shall prevent or limit the right of either party to lease or transfer any or all of its property, rights, privileges, and franchises, to another corporation organized for the purpose of conducting a business of the same general character as that of the leasing or transferring party. Either party to this agreement may mortgage any or all of its property, rights, privileges, or franchises, or enter into any merger or consolidation, and in the case of foreclosure of such mortgage, or in case of lease, transfer, merger, or consolidation, such party's rights and obligations hereunder shall pass to and be acquired and assumed by the transferee, lessee, assignee, merger or consolidation company as the case may be.

ARTICLE XIII  
WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XIV  
PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said commonly used poles, and the taxes and the assessments which are levied on said common poles shall be paid by the owner thereof, but any tax, fee, or charge levied on the Owner's poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE XV  
INTEREST AND PAYMENTS

All amounts to be paid by one party to the other under this Agreement shall be due and payable within 30 days after an itemized statement shall have been presented to the party

required to make such payment. Any payment not made within 30 days from the due date shall thereafter bear interest at the rate of 7% per annum until paid.

#### ARTICLE XVI DEFAULTS

If either party shall make default in any of its obligations under this agreement and such default shall continue thirty (30) days after notice thereof in writing from the other party, all rights of the party in default hereunder pertaining to the right to attach to additional poles of the other shall be suspended, and if such default shall continue for a period of ninety (90) days after such suspension, the other party may forthwith terminate the right of both parties to attach to additional poles of the other party. Any such termination of the right to attach to such additional poles of the other by reason of any such default shall not abrogate or terminate the right of either party to attach to existing common use poles or to maintain existing attachments, and all such attachments shall continue thereafter to be maintained pursuant to and in accordance with the terms of this agreement, which agreement shall, so long as such attachments are continued, remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties with respect to such attachments.

#### ARTICLE XVII SERVICE OF NOTICE

Whenever in this Agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the City of Lawrenceville at its office at 70 S Clayton St Lawrenceville Ga 30046 or to the Georgia Power Company at its office at 241 Ralph McGill Boulevard, Atlanta, Georgia 30308 as the case may be, or to such other address as either party may from time to time designate in writing to the other party for that purpose.

#### ARTICLE XVIII TERM OF AGREEMENT

This Agreement shall remain in effect until terminated at the end of five (5) years from the date hereof or thereafter upon either party's giving written notice to the other party not less than one year prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed in triplicate by their respective officers thereunto duly authorized on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_

Witness

By:

Witness

Title:

GEORGIA POWER COMPANY

By:

Title:

## Overview - Mutual Emergency and Joint Use Services Agreement between Georgia Power Company and City

### Purpose:

Designed for circumstance where both parties have lines attached to the same pole OR where one party would benefit from having the other party perform emergency or joint use services. Two categories of Services can be covered (depending on City's choice): **Emergency Services** or **Joint Use Services**.

### Basic Terms:

**Two-way Agreement:** Agreement is mutual and does not favor either party; the party performing Services is the "Performing Utility" and owner of the facilities is the "Receiving Utility."

**No Commitment:** Neither party is obligated to provide or accept any Services; parties must mutually agree to the Services in each instance.

**Emergency Services:** Any distribution facility outage or trouble situation (due to weather, accident, or unknown cause); may be either a "Localized Emergency" or a "Major Storm."

**Example Authorization for Localized Emergency Services:** Performing Utility contacts Receiving Utility's control center; supervisor on duty discusses the circumstance; parties agree on action, if any, to be taken by Performing Utility; switching and clearances issued by Receiving Utility and work begins.

**Example Request for Major Storm Services:** Receiving Utility contacts Performing Utility through its storm center. If Performing Utility agrees, it directly contacts Receiving Utility for details and stays in contact with Receiving Utility until release.

**Mutual Major Storm Assistance:** If a Major Storm affects both parties, each first performs its own restoration. Then the parties may, but are not obligated to, offer assistance to the other. If one party is performing Major Storm Restoration Services for the other, and then suffers an Emergency or Major Storm outage on its own system, that party notifies Receiving Utility storm center and will be dismissed.

**Restoration Services:** In accordance with Good Utility Practice and Receiving Utility's specifications, typically reusing materials at the site. If need new materials, Receiving Utility can deliver or, if Receiving Utility is notified and agrees, Performing Utility may provide minor materials. Parties must agree to any increase in scope.

**Labor & Payment:** Labor may be by Performing Utility's own crews OR by an independent contractor **IF** the contractor also has an existing contract with Receiving Utility for similar services. Receiving Utility pays Performing Utility's actual labor costs (at standard labor category and pay), with standard overheads, but no profit adder. Performing Utility's standard straight-time, overtime, rest time, meals, and lodging policies apply for Localized Emergency. Agreement provides hours paid for Major Storm work and terms of equipment payment.

**Joint Use Services:** Applies only if the parties have a Common Use Agreement. Covers routine construction work to establish a joint use pole line or to make adjustment to an existing joint use pole line under the Common Use Agreement (does not apply to mandatory attachment rights under Telecommunications Act of 1996). Services for existing or new joint use poles are performed only after Exhibits "A" and "B" under Common Use Agreement are completed. Performing Utility performs per Receiving Utility specifications and NESC. Use of contractors same as above. Payment as specified in the Exhibit A.

**Invoices:** Performing Utility submits invoice for Emergency Services within 90 days; 60 days for Joint Use Services. For Services by a contractor, contractor bills Receiving Utility directly under their agreement.

**Insurance & Indemnity:** Each party maintains its own standard insurance. A party is liable for all personal injury or property damage caused by the party's sole fault. When the injury/damage is caused by concurrent negligence of both or due to a cause that cannot be traced to sole fault of either, each party is liable for: (i) all injury to its own personnel and all damage to its own property; and (ii) ½ of injury to any person other than personnel of either party and for ½ of damage to third-party property.

**Term:** Initial term ends of December 31; auto-renews for 1-year term absent 30 day notice from City to GPC. Either party may terminate for convenience with 30 days' notice.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING JANUARY 25, 2021

AGENDA CATEGORY: CONSENT AGENDA

|                          |                                                                                                                                                        |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Electric Cities of Georgia, Engineering Service on an annual contract                                                                                  |
| <b>Department:</b>       | Electric                                                                                                                                               |
| <b>Date of Meeting:</b>  | Monday, January 25, 2021                                                                                                                               |
| <b>Fiscal Impact:</b>    | \$87,972.00                                                                                                                                            |
| <b>Presented By:</b>     | Chris Ridings, Electric Director                                                                                                                       |
| <b>Action Requested:</b> | Approval to allow Mayor to execute contract with Electric Cities of Georgia for Engineering and Energy Services in the amount of \$87,972.00 annually. |

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**Summary:** Electric Cities of Georgia, through this Engineering Service will provide an array of services including but not limited to, electric distribution design, power quality, drafting, customer choice, and electric system quality. They will help determine territory rights and corridor rights on new developments serviced by City of Lawrenceville Electric.

**Fiscal Impact:** Amount of \$87,972.00 annually, this contract will be funded by the Electric Enterprise Fund. (5104600-521240)

**Attachments/Exhibits:**  
FY21 - Lawrenceville Add EES-lump sum payment

**Lawrenceville**

| Services                                        | # Trained | Final<br>FY21 \$ | Final<br>FY20 \$ | Increase<br>(Decrease) | YES                                 |
|-------------------------------------------------|-----------|------------------|------------------|------------------------|-------------------------------------|
| Analytical Services                             |           | \$ 4,467         | \$ 5,071         | \$ (604)               | <input checked="" type="checkbox"/> |
| Engineering & Energy Services*                  |           | 87,972           | -                | 87,972                 | <input checked="" type="checkbox"/> |
| Education, Training & Development               | 13        | 22,295           | 22,445           | (150)                  | <input checked="" type="checkbox"/> |
| Joint Purchasing                                |           | 8,850            | 8,920            | (70)                   | <input checked="" type="checkbox"/> |
| Aggregated Services                             |           |                  |                  |                        |                                     |
| <i>Meter Testing</i>                            |           | -                | -                | -                      | <input type="checkbox"/>            |
| <i>Tree Trimming</i>                            |           | 1,675            | 1,500            | 175                    | <input checked="" type="checkbox"/> |
| <i>Pole Inspection &amp; Treatment</i>          |           | -                | -                | -                      | <input type="checkbox"/>            |
| <i>Padmount Inspection</i>                      |           | -                | -                | -                      | <input type="checkbox"/>            |
| Hosted Solutions                                |           |                  |                  |                        |                                     |
| <i>Work Order Management (CIS)</i>              |           | 3,320            | 3,160            | 160                    | <input checked="" type="checkbox"/> |
| <i>Inventory/Materials Management</i>           |           | 3,320            | 3,160            | 160                    | <input checked="" type="checkbox"/> |
| <i>Fixed Asset Work Order Management (CMMS)</i> |           | 3,320            | 3,160            | 160                    | <input checked="" type="checkbox"/> |
| <i>Outage Tracking (OTS)</i>                    |           | -                | -                | -                      | <input type="checkbox"/>            |
| Pole Attachment Services (PAS)                  |           | 9,306            | 9,812            | (506)                  | <input checked="" type="checkbox"/> |
| Legislative & Regulatory                        |           | -                | -                | -                      | <input type="checkbox"/>            |
| Economic & Community Development                |           | -                | -                | -                      | <input type="checkbox"/>            |

| Reserve Options                        | YES                      |
|----------------------------------------|--------------------------|
| Education, Training & Development Fund | <input type="checkbox"/> |

|                         |                   |                  |                  |
|-------------------------|-------------------|------------------|------------------|
| <b>Total ECG Budget</b> | <b>\$ 144,525</b> | <b>\$ 57,228</b> | <b>\$ 87,297</b> |
|-------------------------|-------------------|------------------|------------------|

\* Annual subscription. \$56,400 has been paid leaving a balance of \$31,572 to be paid in January 2021.

|                                                                                                                                                                                                                                     |                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Executed and delivered this ____ day of _____, 2020.<br><b>CONFIRMING PARTICIPANT:</b><br><b>Lawrenceville</b><br><br>By: _____<br><br>Name: _____<br><br>Title: _____<br>Confirming Participant's Authorized<br>ECG Representative | <b>Acknowledged and Accepted:</b><br><b>ECG:</b><br><br>By: _____<br><br>Name: _____<br><br>Title: _____ |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR SESSION, JANUARY 25, 2021

AGENDA CATEGORY: CONSENT AGENDA

|                          |                                                                                                                                                                                   |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | On-Demand Underground Electric Distribution Cable Installation on an Annual Contract                                                                                              |
| <b>Department:</b>       | Electric                                                                                                                                                                          |
| <b>Date of Meeting:</b>  | Monday, January 25, 2021                                                                                                                                                          |
| <b>Fiscal Impact:</b>    | \$730,764.96                                                                                                                                                                      |
| <b>Presented By:</b>     | Chris Ridings, Electric Director                                                                                                                                                  |
| <b>Action Requested:</b> | Approval to renew On-Demand Underground Electric Distribution Cable Installation on an Annual Contract to Over and Under General Contractors, Inc. in the amount of \$730,764.96. |

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**Summary:** This is an on-demand contract to supplement the City's electric workforce to provide all labor and equipment in performing all work necessary for underground electrical work at various locations throughout the City of Lawrenceville. This is the first of four renewal options. Pricing has increased 2% as stipulated in the agreement.

**Fiscal Impact:** Not to exceed \$730,764.96. This contract is funded by the Contract Labor Fund (5104600.523850).

**Attachments/Exhibits:**  
Bid Tabulation

SB012-20

On-Demand Underground Electric Distribution Cable Installation on an Annual Contract  
Electric Department

|                                                 |                                                                    |             |    | Over and Under General Contractors, Inc. |             |
|-------------------------------------------------|--------------------------------------------------------------------|-------------|----|------------------------------------------|-------------|
| ITEM #                                          | DESCRIPTION                                                        | APPROX. QTY |    | UNIT PRICE                               | TOTAL PRICE |
| 1                                               | INSTALL THREE PHASE TERMINATING CABINET                            | 3           | Ea | \$1,935.96                               | \$5,807.88  |
| 2                                               | INSTALL PME SWITCHGEAR                                             | 3           | Ea | \$1,836.00                               | \$5,508.00  |
| 3                                               | INSTALL 48" FIBERGLASS GROUND SLEEVE                               | 3           | Ea | \$3,274.20                               | \$9,822.60  |
| 4                                               | TERMINATE PME SWITCHGEAR - 600 AMP SIDE                            | 6           | Ea | \$1,423.56                               | \$8,541.38  |
| 5                                               | TERMINATE PME SWITCHGEAR - 200 AMP SIDE                            | 6           | Ea | \$1,138.85                               | \$6,833.10  |
| 6                                               | DIRECTIONAL TRENCH 2" CONDUIT                                      | 5000        | Ft | \$18.87                                  | \$94,350.00 |
| 7                                               | DIRECTIONAL TRENCH 4" CONDUIT                                      | 3000        | Ft | \$24.89                                  | \$74,664.00 |
| 8                                               | DIRECTIONAL TRENCH 6" CONDUIT                                      | 2000        | Ft | \$31.01                                  | \$62,016.00 |
| 9                                               | DIG OPEN TRENCH 48" DEEP - NORMAL SOIL                             | 5000        | Ft | \$9.08                                   | \$45,390.00 |
| 10                                              | DIG OPEN TRENCH 36" DEEP - NORMAL SOIL                             | 1000        | Ft | \$7.65                                   | \$7,650.00  |
| 11                                              | INSTALL 2" PVC CONDUIT IN TRENCH                                   | 3000        | Ft | \$1.84                                   | \$5,508.00  |
| 12                                              | INSTALL 4" PVC CONDUIT IN TRENCH                                   | 1000        | Ft | \$2.24                                   | \$2,244.00  |
| 13                                              | INSTALL 6" PVC CONDUIT IN TRENCH                                   | 2000        | Ft | \$3.47                                   | \$6,936.00  |
| 14                                              | INSTALL 3C 1000 KCMIL PRIMARY CABLE IN 6 INCH CONDUIT              | 2000        | Ft | \$8.57                                   | \$17,136.00 |
| 15                                              | INSTALL 3C 1/0 PRIMARY CABLE IN 4 INCH CONDUIT                     | 2000        | Ft | \$4.28                                   | \$8,568.00  |
| 16                                              | INSTALL 1C 1/0 PRIMARY IN 2 INCH CONDUIT                           | 5000        | Ft | \$2.55                                   | \$12,750.00 |
| 17                                              | INSTALL 3C 1000 KCMIL PRIMARY CABLE IN TRENCH                      | 2000        | Ft | \$11.42                                  | \$22,848.00 |
| 18                                              | INSTALL 3C 1/0 PRIMARY CABLE IN TRENCH                             | 2000        | Ft | \$6.94                                   | \$13,872.00 |
| 19                                              | INSTALL 1C 1/0 PRIMARY CABLE IN TRENCH                             | 4000        | Ft | \$2.55                                   | \$10,200.00 |
| 20                                              | BACKFILL, CLOSE, AND COMPACT 48 INCH DEEP TRENCH                   | 5000        | Ft | \$1.94                                   | \$9,690.00  |
| 21                                              | BACKFILL, CLOSE, AND COMPACT 36 INCH DEEP TRENCH                   | 1000        | Ft | \$1.43                                   | \$1,428.00  |
| 22                                              | INSTALL SINGLE PHASE PADMOUNT TRANSFORMER                          | 75          | Ea | \$784.38                                 | \$58,828.50 |
| 23                                              | INSTALL SINGLE PHASE PREFORMED CONCRETE TRANSFORMER PAD            | 50          | Ea | \$346.80                                 | \$17,340.00 |
| 24                                              | INSTALL RESIDENTIAL STREET LIGHT ON 16' MH FG POLE                 | 25          | Ea | \$288.09                                 | \$7,202.22  |
| 25                                              | TERMINATE PRIMARY ELBOWS IN SINGLE PHASE PADMOUNT TRANSFORMER      | 100         | Ea | \$142.35                                 | \$14,235.12 |
| 26                                              | INSTALL 1/0 UNDERGROUND TRIPLEX SERVICE WIRE                       | 3000        | Ft | \$4.69                                   | \$14,076.00 |
| 27                                              | INSTALL 4/0 UNDERGROUND TRIPLEX SERVICE WIRE                       | 1000        | Ft | \$9.05                                   | \$9,047.40  |
| 28                                              | INSTALL 350 UNDERGROUND TRIPLEX SERVICE WIRE                       | 1000        | Ft | \$9.38                                   | \$9,384.00  |
| 29                                              | INSTALL UNDERGROUND STREET LIGHT SERVICE WIRE                      | 1000        | Ft | \$1.99                                   | \$1,989.00  |
| 30                                              | INSTALL SECONDARY PEDESTAL                                         | 20          | Ea | \$284.71                                 | \$5,694.25  |
| 31                                              | TERMINATE UNDERGROUND TRIPLEX SERVICE WIRE IN TRANSFORMER/PEDESTAL | 70          | Ea | \$183.60                                 | \$12,852.00 |
| 32                                              | INSTALL THREE PHASE PADMOUNT TRANSFORMER - 75KVA - 1000KVA         | 7           | Ea | \$545.91                                 | \$3,821.40  |
| 33                                              | INSTALL THREE PHASE PADMOUNT TRANSFORMER - 1500KVA - 2500KVA       | 3           | Ea | \$2,550.00                               | \$7,650.00  |
| 34                                              | INSTALL THREE PHASE PREFORMED CONCRETE TRANSFORMER PAD             | 10          | Ea | \$1,060.80                               | \$10,608.00 |
| 35                                              | TERMINATE 3C 1000 KCMIL PRIMARY CABLE ON POLE                      | 6           | Ea | \$2,896.80                               | \$17,380.80 |
| 36                                              | TERMINATE 3C 1/0 PRIMARY CABLE ON POLE                             | 6           | Ea | \$1,509.60                               | \$9,057.60  |
| 37                                              | TERMINATE 1C 1/0 PRIMARY ON POLE                                   | 15          | Ea | \$488.71                                 | \$7,330.69  |
| 38                                              | TERMINATE PRIMARY ELBOWS IN THREE PHASE PADMOUNT TRANSFORMER       | 60          | Ea | \$1,138.85                               | \$68,331.02 |
| 39                                              | INSTALL SEED AND STRAW                                             | 5000        | Ft | \$2.45                                   | \$12,240.00 |
| 40                                              | INSTALL SOD                                                        | 1000        | Ft | \$11.93                                  | \$11,934.00 |
| TOTAL                                           |                                                                    |             |    | \$730,764.96                             |             |
| Will vendor hold pricing firm? Renewal Option 1 |                                                                    |             |    | 2%                                       |             |
| Will vendor hold pricing firm? Renewal Option 2 |                                                                    |             |    | 2%                                       |             |
| Will vendor hold pricing firm? Renewal Option 3 |                                                                    |             |    | 2%                                       |             |
| Will vendor hold pricing firm? Renewal Option 4 |                                                                    |             |    | 2%                                       |             |

**Recommended Vendor:**

Over and Under General Contractors, Inc.  
129 Hurricane Shoals Rd NW #B  
Lawrenceville, GA 30046  
P: (770) 682-9160  
Email: overundercontractor@gmail.com



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR SESSION, JANUARY 25, 2021

AGENDA CATEGORY: CONSENT AGENDA

|                          |                                                                                                                          |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | An Ordinance to Amend Chapter 26, Section 26-5, Smoking Prohibited on the Campus of Georgia Gwinnett College             |
| <b>Department:</b>       | City Manager                                                                                                             |
| <b>Date of Meeting:</b>  | Monday, January 25, 2021                                                                                                 |
| <b>Fiscal Impact:</b>    | None                                                                                                                     |
| <b>Presented By:</b>     | Steve North, Deputy City Manager                                                                                         |
| <b>Action Requested:</b> | Approval of an Ordinance to Amend Chapter 26, Section 26-5, Smoking Prohibited on the Campus of Georgia Gwinnett College |

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**Summary:** Approval of an Ordinance to Amend Chapter 26, Section 26-5, Smoking Prohibited on the Campus of Georgia Gwinnett College Ordinance to cover the use of all tobacco products and vaping. This will match the updated Parks and Recreation Ordinance to be consistent across all City Ordinances.

**Fiscal Impact:** None

**Attachments/Exhibits:** Draft updated Ordinance.

## ORDINANCE \_\_\_\_\_

### AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA, CHAPTER 26, SECTION 26-5, SMOKING PROHIBITED ON THE CAMPUS OF GEORGIA GWINNETT COLLEGE

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 26, Section 5, Smoking Prohibited on the Campus of Georgia Gwinnett College of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Chapter 26, Section 5, Smoking Prohibited on the Campus of Georgia Gwinnett College in its entirety and replacing it with the following:

Sec. 26-5. – Use of tobacco products and other smoking devices is prohibited on the campus of Georgia Gwinnett College.

(a) Purpose.

(1) Studies by the Surgeon General of the United States, the National Academy of Science and other health organizations have linked passive exposure to tobacco smoke (second-hand smoke) to a variety of negative health conditions in nonsmokers.

(2) The Mayor and Council of the City of Lawrenceville, Georgia, seek to strike a reasonable balance between the rights of tobacco product users and nonusers by regulating tobacco product use on certain public properties located within the City of Lawrenceville.

(3) In an effort to provide a safer and healthier environment on the campus of the Georgia Gwinnett College Campus within the City of Lawrenceville, the Mayor and Council of the City of Lawrenceville implement this section restricting tobacco product use on the campus of Georgia Gwinnett College.

(b) Prohibition. The use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by Georgia Gwinnett College or its affiliates within the City of Lawrenceville is expressly prohibited. For purposes of this ordinance, “Tobacco Products” is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes. Any advertising, sale, or free sampling of tobacco products on Georgia Gwinnett College properties unless specifically stated for approved educational purposes is prohibited. This prohibition includes but is not limited to all areas indoors and outdoors, buildings and parking lots owned, leased, rented or otherwise used by the Georgia Gwinnett College Community or its affiliates. The use of tobacco products is prohibited in vehicles – private or public vehicles - located on Georgia Gwinnett College campus and/or facilities within the operational control of Georgia Gwinnett College.

(c) Violation, penalty and enforcement.

(1) The use of tobacco products on the campus of Georgia Gwinnett College shall be a violation of this section and shall be punishable by a civil penalty not to exceed \$100.00.

(2) This section may be enforced by the City of Lawrenceville Police or the campus police of the Georgia Gwinnett College.

(3) All citations issued under this section shall be directed to the Municipal Court of the City of Lawrenceville.

**IT IS SO ORDAINED**, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
David R. Still, Mayor

Attest:

\_\_\_\_\_  
Karen Pierce, City Clerk



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR SESSION, JANUARY 25, 2021

AGENDA CATEGORY: CONSENT AGENDA

|                          |                                                                                                                          |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Amend Chapter 32 – Streets, Sidewalks and Other Public Properties, Article II – Smoking Ordinance                        |
| <b>Department:</b>       | City Manager                                                                                                             |
| <b>Date of Meeting:</b>  | Monday, January 25, 2021                                                                                                 |
| <b>Fiscal Impact:</b>    | None                                                                                                                     |
| <b>Presented By:</b>     | Steve North, Deputy City Manager                                                                                         |
| <b>Action Requested:</b> | Approval of an Amendment to Chapter 32 – Streets, Sidewalks and Other Public Properties, Article II – Smoking Ordinance. |

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**Summary:** Approval of an Amendment to Chapter 32 – Streets, Sidewalks and Other Public Properties, Article II – Smoking Ordinance to broaden the Ordinance to cover the use of all tobacco products and vaping. This will match the updated Parks and Recreation Ordinance to be consistent across all City Ordinances.

**Fiscal Impact:** None

**Attachments/Exhibits:** Draft updated Ordinance.

## ORDINANCE \_\_\_\_\_

### AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA, CHAPTER 32. ARTICLE II – TOBACCO USE

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 32. Article II, – Smoking Ordinance of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Chapter 32. Article II – Smoking Ordinance in its entirety and replacing it with the following:

#### Chapter 32 – Article II. – USE OF TOBACCO PRODUCTS AND OTHER SMOKING DEVICES PROHIBITED

Sec. 32-19. – Tobacco products and other smoking devices use prohibited in City buildings, vehicles, property, shops and work areas.

(a) *Purpose.*

- (1) Studies by the Surgeon General of the United States, the National Academy of Sciences, and other health organizations have linked passive exposure to tobacco smoke (second-hand smoke) to a variety of negative health conditions in nontobacco users.
- (2) The Mayor and Council of the City of Lawrenceville, Georgia, seek to strike a reasonable balance between the rights of tobacco users and nonusers by regulating tobacco use in and on certain City property.
- (3) In an effort to provide a safer and healthier environment in the City of Lawrenceville, the Mayor and Council of the City of Lawrenceville implement the following article restricting tobacco use in and on certain City property.

(b) *Prohibition.* For purposes of this ordinance, “Tobacco Products and other smoking devices” is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes. No person shall use tobacco products in any of the following areas: City buildings, City vehicles, City shops, property and work areas.

(c) *Designated tobacco use areas.* The City Manager may designate tobacco use areas outside of City buildings and vehicles in which tobacco use may be permitted. Department directors shall inform employees of this article and of the location of designated tobacco use areas. Tobacco use will not be permitted in any area which has not been designated as a tobacco use area.

(d) *Violation, penalty and enforcement.*

- (1) Tobacco use in a City building, vehicle, shop, property or work area shall constitute a violation of this article.
- (2) Any person who violates this article shall be liable for a civil penalty not to exceed \$100.00. Each day such violation continues shall constitute a separate offense.
- (3) Persons found in violation of this article shall be issued a Municipal Court citation, which shall direct the person to appear in the Municipal Court at the time and date designated on the citation. The citation shall further inform the person that the fine for violation of the City's tobacco use ordinance may be paid prior to the hearing date, in which event there shall be no further need to appear. In the event that there is no prepayment or appearance on the scheduled hearing date, the Municipal Court Administrator shall, via certified mail, return receipt requested, mail the person a notice advising him of a second hearing date before the Judge of the Municipal Court. This notice will further advise the person that the fine may be paid in lieu of the court appearance. In the event the person fails to appear on the court date as specified in the certified letter or fails to pay the fine, then a subpoena will be issued by the Judge of the Municipal Court requiring the person to appear before the Judge of the Municipal Court. This subpoena shall be personally served. In the event the person fails to appear on the date specified in the subpoena, then the Judge of the Municipal Court will issue a bench warrant for contempt of court.
- (4) It is the responsibility of all employees of the City of Lawrenceville to adhere to strict enforcement of this Ordinance.
- (5) Employees are encouraged to assist in the implementation of this Ordinance by informing the visiting public of tobacco and other smoking devices restrictions and providing direction to areas where such use is permitted, if any.

IT IS SO ORDAINED, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
David R. Still, Mayor

Attest:

\_\_\_\_\_  
Karen Pierce, City Clerk





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR SESSION, JANUARY 25, 2021

AGENDA CATEGORY: CONSENT AGENDA

|                          |                                                                                                |
|--------------------------|------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Amend Chapter 28, Parks and Recreation Ordinance                                               |
| <b>Department:</b>       | City Manager                                                                                   |
| <b>Date of Meeting:</b>  | Monday, January 25, 2021                                                                       |
| <b>Fiscal Impact:</b>    | None                                                                                           |
| <b>Presented By:</b>     | Steve North, Deputy City Manager                                                               |
| <b>Action Requested:</b> | Approval of an update to the Lawrenceville Code of Ordinances Chapter 28, Parks and Recreation |

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**Summary:** Gwinnett County has updated their Parks and Recreation Ordinance to address several operational updates and to change the Park System to a Tobacco Free System. We have updated our Ordinance to match the County changes so any necessary enforcement action will be the same.

**Fiscal Impact:** None

**Attachments/Exhibits:** An updated Chapter 28, Parks and Recreation Ordinance

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA,  
CHAPTER 28 RELATED TO PARKS AND RECREATION**

The City Council of the City of Lawrenceville hereby ordains that Chapter 28 of the Code of Ordinances City of Lawrenceville is hereby amended by repealing Chapter 28 in its entirety and replacing it with the following new Chapter 28.

**CHAPTER 28 – PARKS AND RECREATION**

**ARTICLE I. - IN GENERAL**

**Sec. 28-1. - Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alcoholic beverage* means intoxicating beverage, malt beverage, wine or any other beverage containing any alcohol whatsoever.

*Building* means any structure attached to the ground which has a roof and which is designed for the shelter, housing or enclosure of persons, animals or property of any kind.

*Director* means either the City Manager, or his authorized designee, or the Director of the Gwinnett County Department of Community Services or her authorized designee. In the case of park facilities owned and operated by the City, the term "Director" means the City Manager or his authorized designee. In the case of park facilities owned or operated by Gwinnett County, such as the Historic Courthouse and Rhodes Jordan Park, the term "Director" means the Director of the Gwinnett County Department of Community Services or h authorized designee.

*Dog Park* means a fenced in outdoor area designated as a "Dog Park" with signage, for dogs to exercise and play off leash under the close supervision of their owner or handler.

*Handler* means a person aged sixteen (16) or older who is not the owner of the dog they are with, but who is in charge of the care of the dog.

*Litter* means garbage, refuse, paper, rubbish, debris, trash and all other waste material whether natural or artificial.

*Park and/or recreation facility* means all recreation areas in parks, including land, buildings, lakes, ponds, streams, swimming pools, sports fields, cemeteries, and all other property and buildings owned, leased, or managed by the city, the county, the county recreation authority, the

designated agents or departments of the city, the county or the county recreation authority, and including all recreation areas and parks in the city owned by the state or federal government and managed by the county or the city.

*Personal watercraft* means as defined by the U.S. Coast Guard any craft which is less than 16 feet in length and designed to be operated by person or persons sitting, standing or kneeling in the hull.

*Tobacco* use means the use of the tobacco plant leaf and any tobacco product including smoking cigarettes, cigars, chewing tobacco and vaping.

*Vehicle* means any motor-driven or engine-driven equipment, such as an automobile, truck, motorcycle, bicycle, sled, go-cart, scooter, skateboard, ATV, child's toy vehicle, or Segway.

*Weapon* means firearm, rifle, pistol, revolver, paintball gun, or any weapon designed or intended to propel a shot, bullet, or other missile of any kind, or any device capable of discharging a projectile by air, spirit, gas or explosive, or any explosive substance or harmful solid, liquid and gaseous substance, or any spear, arrow, bow and arrow, slingshot, crossbow, spear or spear gun, or any knife, as defined by state law, dirk, Bowie knife, switchblade knife, ballistic knife, or any other knife, straight-edged razor, spring stick, metal knuckles, blackjack, any bat, club or other bludgeon-type weapon, or any flailing instrument or any disk which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart, or any weapon of like kind, and any stun gun, taser or similar device.

#### **Sec. 28-2. - Enforcement of chapter.**

This chapter shall be enforced by any authorized law enforcement officer of the city or county unless otherwise stated. Where there has been a violation of any provisions of this chapter, the law enforcement officer in his discretion may issue a citation, warning and/or order the person to leave the park or recreation area.

#### **Sec. 28-3. - Penalties for violation of chapter.**

- (a) Any person found to have violated any provision of this chapter shall be punished by a fine and/or imprisonment in accordance with the maximum limits established in O.C.G.A. § 36-1-20.
- (b) Any person convicted of a violation of this chapter may further be denied any park permit or other permission to utilize the facilities of any park or recreation facility for a period of 60 days following such conviction.

#### **Secs. 28-4—28-26. - Reserved.**

**ARTICLE II. - USE OF RECREATION FACILITIES****Sec. 28-27. - Littering prohibited.**

It shall be unlawful for any person to throw or deposit litter on the grounds, streets, sidewalks, fountains, ponds, lakes, swimming pools, streams or other body of water in any park or recreation facility, except within public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or recreation facility. Where public receptacles are not provided, all such litter shall be carried away from the park or recreation facility by the person responsible for its presence and shall be properly disposed of elsewhere. It shall be unlawful to take into, carry through, or put into a park or recreation facility, any litter generated outside the park or recreation facility.

**Sec. 28-28. - Discharging weapons prohibited.**

It shall be unlawful for any person to discharge any weapon or similar device in a park or recreation facility.

**Sec. 28-29. - Throwing objects prohibited.**

It shall be unlawful for any person to throw any stone or missile at any person or at any public or private building in a park or recreation facility.

**Sec. 28-30. - Improper use of sound producing devices.**

It shall be unlawful for any person to operate or use any sound producing or motorized equipment, including, but not limited to, generators and vehicles, or play or operate any sound amplification devices, including, but not limited to, radios, television sets, stereos, musical instruments, public address systems and the like, in such a manner as to unreasonably annoy, disturb, injure, or endanger reasonable persons, or to otherwise destroy the comfort, repose, peace or safety of other reasonable persons in a park or recreation facility.

**Sec. 28-31. - Improper personal conduct.**

It shall unlawful for any person to engage in any violent, abusive, lewd, profane, vulgar, wanton, obscene or otherwise disorderly speech or conduct that is or may be disturbing or annoying to other persons, or that could cause injury to other persons while in a park or recreation facility, which conduct may include, but is not limited to, loitering, fighting, throwing or breaking articles, indecent exposure, inappropriate sexual acts, urinating or defecating in public, or public drunkenness. No person shall upon or in connection with a recreation facility by

act or speech willfully or unreasonably hinder, interrupt or interfere with any duly permitted activity or unreasonably or willfully intrude on any areas or into the structures designated for the use of a certain person or persons to the exclusion of others by written permit of the director.

**Sec. 28-32. - Fires restricted.**

It shall be unlawful for any person to build or maintain a fire in a park or recreation facility except in designated areas which are clearly marked by signs or defined with fire rings, fireplaces, grills or other facilities designated for the purpose of safely maintaining a fire, except by written permit by the director. Fires shall be confined to those areas so designated, shall not be left unattended and must be completely extinguished prior to departure.

**Sec. 28-33. - Damaging or removal of any park property or vegetation prohibited.**

It shall be unlawful for any person to deface, graffiti, harm or damage any park buildings, wildlife, property, equipment or signs; or dig up, cut, damage or remove any trees, tree limbs, shrubbery, flowers, rocks, mulch, water, historical artifacts or other vegetation in a park or recreation facility except in special designated areas such as Food Forest and Community Gardens or if personnel are employed or the organization was granted permission by the director or director's agent to engage in a county approved project for the enhancement of a park or other areas owned or operated by the county.

**Sec. 28-34. - Possession, use or consumption of alcoholic beverages.**

It shall be unlawful for any person to possess, use, sell or consume any alcoholic beverage in a park or recreation facility, other than, an indoor publicly-owned civic and cultural center/arena or publicly-owned stadium or when approved, by permit, at the Lawrenceville Lawn, Gwinnett Historic Courthouse, Lawrenceville Female Seminary, Bicentennial Plaza, Isaac Adair House and Preservation Lawn.

**Sec. 28-35. - Vehicles restricted.**

It shall be unlawful for any person to drive any unauthorized vehicle in a park or recreation facility except upon designated roadways and parking areas maintained for vehicular traffic. Approved personal mobility devices for those persons with disabilities are allowed on pedestrian trails and walkways or when permitted and approved by the director. Law enforcement or other public safety officials, and parks and recreation employees whose duties require them to drive maintenance vehicles and equipment shall be exempt from the limitations set forth in this section. All persons operating any vehicle in a park or recreation facility upon roadways designated and maintained for vehicular traffic must operate such vehicle in a safe manner and

must obey all posted speed limits and traffic signs. It shall be a violation of this article for any person to operate any vehicle in a park and/or recreation facility at an excessive speed, in a reckless and unsafe manner, or in violation of posted traffic signs.

**Sec. 28-36. - Parking restricted.**

It shall be unlawful to park a vehicle in a park or recreation facility except in those areas designated by the appropriate signs as vehicle parking areas or in marked parking spaces. It shall be unlawful to leave a vehicle standing or parked in a park or recreation facility during hours when the park or recreation facility is closed. It is unlawful for any person to park a vehicle in a parking space or location designated for handicapped parking unless the vehicle properly displays a handicapped parking permit. In all such instances, the vehicle may be towed and impounded from the park or recreation facility at the owner's expense.

**Sec. 28-37. - Parking limited to park and recreation facility users.**

It shall be unlawful for any person to park in a park or recreation area if the owner of the vehicle is not utilizing the park or recreation facility unless authorized by the director or the director's agent. It shall be unlawful for persons to congregate within a parking area of a park or recreation facility so as to disrupt traffic or other persons, or so as to create a safety hazard.

**Sec. 28-38. - Commercial activity restricted.**

It shall be unlawful for any person to sell or offer for sale any merchandise or operate or attempt to operate a concession or engage in any commercial activity in a park or recreation facility unless approved by permit, by the director or the director's agent.

**Sec. 28-39. - Hours open to public restricted.**

- (a) It shall be unlawful for any person or vehicle to enter or be within a park or recreation facility outside of the posted hours of operation unless approved by permit, by the director or unless such person is participating in authorized and scheduled programs, classes, special events or meetings.
- (b) Park hours of operation are sunrise until 11:00 p.m., or sunrise to sunset, as determined by the park designation, unless posted otherwise as authorized by the director.

**Sec. 28-40. - Golfing regulated.**

It shall be unlawful for any person to practice, play or otherwise participate in the game of golf, except at a park or recreation facility designated for such use and only in accordance with the rules, regulations and restrictions promulgated by the director or the director's agent.

**Sec. 28-41. - Swimming and watercraft regulated.**

- (a) It shall be unlawful for any person not to leave a swimming area when so directed by a lifeguard on duty or not to cease any activity which would be hazardous to others when so directed by a lifeguard. It is unlawful for any person to engage in any activity within a swimming pool or swimming area that could cause injury or damage to a person or to other persons using the swimming facility.
- (b) It shall be unlawful for any person to launch or travel in watercraft, swim, bathe or wade in any body of water in a park or recreation facility unless designated for such use and then only in accordance with the rules, regulations and restrictions promulgated and posted at the recreation area.

**Sec. 28-42. - Violation of facility regulations.**

It shall be unlawful for any person to violate any rules or regulations relating to the use of the park or recreation facility as established by the director or by the City of Lawrenceville Council.

**Sec. 28-43. - Animals.**

(1) Animals Restricted

- (a) It shall be the duty of every animal owner or custodian whose animal is in a park or recreation facility to have physical control of the animal by leash or lead line at all times unless in designated dog park areas where off leash is permitted or approved otherwise, by permit, by the director or the director's agent. It shall be unlawful for any person with an animal, other than service animals (such as guide dogs) as necessary, to access areas of a park or recreation facility which are restricted to animals. It shall be the duty of every animal owner or custodian of any animal whose animal is in a park or recreation facility to immediately and properly dispose of solid waste deposited by the animal, except for horses on designated equestrian trails.
- (b) It shall be the duty of every animal owner or custodian of any animal whose animal is in a recreation facility to have in their possession proof of a current rabies vaccination as required by State law for their animal. It shall be the duty of every horse owner or

custodian whose horse is in a park or recreation facility to have in their possession proof of a current negative Coggins test vaccination as required by State law for their horse.

- (c) It shall be the duty of every animal owner or custodian of such animal in a park or recreation facility to immediately remove from such park or recreation facility such animal upon such animal exhibiting aggressive behavior toward any person or toward any other domesticated animal. For the purposes of this subsection, aggressive behavior includes, but is not limited to, barking, growling, baring of teeth or fangs, biting or attempts to bite, or any other behavior that could reasonably be expected to scare or intimidate any person or domesticated animal and includes but is not limited to pinning down or attacking.
- (d) This section shall be equally enforceable by any authorized law enforcement officer as well as Animal Control Officers.

## (2) Dog Park Rules

- (a) Animal Control Officers shall have the right to enforce any and all provisions of these rules by removing the dog from the dog park or from the larger park wherein the dog park is contained. Animal control officers also have the right to issue warnings and citations for enforcement of these provisions. In the discretion of the Animal Control Officer, a dog may also be permanently banned from the dog park and/or be required to wear a cage-style muzzle to the dog park, if the Animal Control Officer deems the muzzle and/or the ban necessary to protect the public safety.
- (b) The following are prohibited in the dog park and will subject a dog to removal from the park, and will subject the dog owner and/or handler to the issuance of a warning or citation from an Animal Control Officer.
  - (i) A dog who has or appears to have a contagious health condition;
  - (ii) A dog who is exhibiting aggressive behavior as described herein in Section 28-43(1)(c) toward a person or other dog;
  - (iii) A dog who while unprovoked, has inflicted any physical injury on a person or another dog while in the dog park, or while in the larger park wherein the dog park is contained;
  - (iv) A dog wearing one or any combination of the following collars: spiked, choke or pronged;
  - (v) Any dog on a leash that is longer than six (6) feet in length or on a retractable leash;
  - (vi) A dog that is in heat;



- (vii) A dog that is less than six (6) months old;
  - (viii) Dog treats or any type of food;
  - (ix) Dog toys or any type of toys;
  - (x) Vehicles or bicycles;
  - (xi) Glass containers;
  - (xii) Excessive barking such that another user of the dog park complains to the park staff or to an Animal Control Officer, or if witnessed by an Animal Control Officer without any such complaint;
  - (xiii) Digging holes;
  - (xiv) Any animal other than a dog;
  - (xv) Any child under the age of ten (10) years.
- (c) The dog owner or handler must closely supervise their dog in order to prevent injuries to another person or dog. The owner or handler must hold the dog's leash at all times, to enable the dog to be under their control.
- (d) If the dog park contains more than one area for dogs such that there are two (2) separate fenced areas one designated for "Small Dogs" and the other designated for "Large Dogs" owners and handlers shall abide by any guidelines for dog weight and/or height noted on those signs in relation to which area their dog may use for recreation.
- (e) Any child between the ages of ten (10) and sixteen (16) who is in the dog park must be accompanied and properly supervised by an adult.
- (f) No more than two (2) dogs are permitted to be brought into the dog park by any one owner or handler.
- (g) All dogs in the dog park must wear a collar at all times, with the current rabies tag attached.
- (h) City of Lawrenceville, its agents and employees are not liable for any injuries sustained by any dog or person in the use of any dog park. All persons and dogs enter and use the dog park at their own risk.

**Sec. 28-44. - Pyrotechnics restricted.**

It shall be unlawful for any person to possess, display, use, set off or attempt to ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics, unless approved by written permit by the director or the director's agent.

**Sec. 28-45. - Engine powered models or toys restricted.**

It shall be unlawful for any person to start, fly or use any fuel powered engine, jet-type or electric powered model aircraft, drone, boat or rocket or like powered toy or model, except at those areas designated by the director for such use and then only in accordance with such rules, regulations and restrictions promulgated by the director or the director's agent.

**Sec. 28-46. - Launching hot air balloons and hobby rockets restricted.**

It shall be unlawful for any person to launch hot air balloons and hobby rockets from a park or recreation facility unless approved by written permit by the director or the director's agent.

**Sec. 28-47. - Park and recreation facility restrictions.**

It shall be unlawful for anyone to enter a locked or closed park or recreation facility, including any sports field (by field closed signage), unless approved by permit, by the director or the director's agent.

**Sec. 28-48. - Use or possession of controlled substance.**

No person shall possess or use any drug or any other controlled substance, as defined in the laws of this state, except as permitted by the laws of this state, in any park or recreation facility.

**Sec. 28-49. - Camping.**

It shall be a violation of this article for persons to camp in a park or recreation facility, except at sites or areas specifically designated for camping within the park or recreation facility, and unless such person has first purchased or obtained a permit to camp in the park or recreation facility from the director or his designee.

**Sec. 28-50. – Use of Tobacco prohibited.**

It shall be a violation of this article for persons to use any form of tobacco including E-Cigarettes and smokeless tobacco at any City or County owned or operated indoor and/or outdoor recreational facilities, including but not limited to the restrooms, athletic fields, beaches, aquatic areas, parks, walking/hiking trails, agency owned vehicles, bodies of water, spectator and concession areas.

**Sec. 28-51. - Hunting and trapping prohibited.**

It shall be a violation of this article for any person to hunt or trap animals, or attempt to hunt or trap animals, within a park or recreation facility except where the director or the director's agent has authorized said action to remove said animals from within a county owned or operated park or recreation facility.

**Secs. 28-52—28-75. - Reserved.**

### **ARTICLE III. - PERMITS**

#### **Sec. 28-76. - Guidelines for issuance.**

Permits for special events in a park or recreation facility shall be obtained by application to the director or employees under the direction of the director. Guidelines for the issuance of permits by the director include:

- (1) That the proposed activity or use of the park or recreation facility will not unreasonably interfere with or detract from the enjoyment of the park or recreation facility;
- (2) That the proposed activity or use of the park or recreation facility will not unreasonably interfere or detract from the promotion of public health, welfare, safety and recreation of a park or recreation facility;
- (3) That the proposed activity or use of the park or recreation facility is not reasonably anticipated to incite violence, crime, or disorderly conduct;
- (4) That the proposed activity or use of the park or recreation facility will not entail unusual, extraordinary, or burdensome expenses or policy operation by the city or the county;
- (5) That the proposed activity or use of the park or recreation facility will not conflict with existing parks and recreation services;
- (6) That the proposed activity or use of the park or recreation facility desired has not been reserved for other use;
- (7) That the permitting person or persons will abide by all other state, county, city and parks and recreation laws, ordinances, rules and regulations and shall be liable for any loss, damage, or injury sustained by any person whatsoever by reason of negligence of the person or persons to whom such permit shall have been issued;
- (8) That the director or the director's agent shall have the authority to revoke any permit upon the finding of a violation of any laws, ordinances, rules or regulations or upon good cause shown; and

- (9) Persons may apply for a permit for a proposed activity or use of the park or recreation facility under the following categories: picnicking, fundraising, special event, food service for approved activities, and park or recreation facility rentals.

IT IS SO ORDAINED, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
David R. Still, Mayor

Attest:

\_\_\_\_\_  
Karen Pierce, City Clerk



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR SESSION, JANUARY 25, 2021

AGENDA CATEGORY: CONSENT AGENDA

|                          |                                                                                        |
|--------------------------|----------------------------------------------------------------------------------------|
| <b>Item:</b>             | 2021 Amendment to Building Lease of January, 2011 with Randy's Nursery                 |
| <b>Department:</b>       | City Manager                                                                           |
| <b>Date of Meeting:</b>  | Monday, January 25, 2021                                                               |
| <b>Fiscal Impact:</b>    | \$1,800 per month                                                                      |
| <b>Presented By:</b>     | Steve North, Deputy City Manager                                                       |
| <b>Action Requested:</b> | Approval of the 2021 Amendment to Building Lease of January, 2011 with Randy's Nursery |

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**Summary:** This will be an extension of the current lease until July 31, 2021 at which time either party can terminate the lease with 120 days' notice of intent to cancel.

**Background:** Randy's Nursery has been operating with a lease at the current location at 263 Crogan Street, Lawrenceville, Ga. since February 2011. When the City acquired the property the lease was extended on a one to two year basis. This amendment will extend the lease under the current terms until July 31, 2021 and then either party may cancel the lease with 120-days' notice to the other.

**Fiscal Impact:** There is no change in the lease amount of \$1,800 per month.

**Attachments/Exhibits:** Contract extension



# LAWRENCEVILLE

## GEORGIA

### 2021 Amendment to Building Lease of January, 2011

#### With Randy's Nursery

**WHEREAS**, a lease agreement dated January 20, 2011 by and between Baggett Enterprises, Inc., Bagco, Inc., Joe M. Baggett, Sr. Family Limited Partnership as "Landlord" and Randy's Nursery & Greenhouses, Inc. and David Waters as "Tenant" was acquired by the City of Lawrenceville, now "Landlord" and remains in force and effect until and through January 31, 2021; and

**WHEREAS**, the City of Lawrenceville, (Landlord) and Randy's Nursery & Greenhouses, Inc. and David Waters (Tenant) desire to amend the existing lease; and

**WHEREAS**, by mutual agreement and execution of this amendment the following is hereby incorporated as an amendment to the original lease which all other terms and conditions remain in force and effect;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant do hereby agree as follows:

The term of the current lease shall be extended for 1 year from February 1, 2021 to January 31, 2022 with renewal for one additional year extensions through mutual agreement of both parties. The lease may be cancelled at any time by either party after July 31, 2021 with 120 days' notice of intent to cancel.

Dated this \_\_\_\_\_ day of January, 2021.

**CITY OF LAWRENCEVILLE, GEORGIA**

BY: \_\_\_\_\_

Chuck Warbington, City Manager



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR SESSION, JANUARY 25, 2021

AGENDA CATEGORY: CONSENT AGENDA

|                          |                                                                                                                                                                                                                       |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Ordinance to Set and Publish Qualifying Fees for 2021 / Ordenanza para establecer y publicar tarifas de calificación para 2021                                                                                        |
| <b>Department:</b>       | City Clerk                                                                                                                                                                                                            |
| <b>Date of Meeting:</b>  | Monday, January 25, 2021                                                                                                                                                                                              |
| <b>Fiscal Impact:</b>    | TBD                                                                                                                                                                                                                   |
| <b>Presented By:</b>     | Karen Pierce, City Clerk                                                                                                                                                                                              |
| <b>Action Requested:</b> | Approve an Ordinance to set and direct publication of qualifying fees for the November 2021 Municipal Election for Council Post currently occupied by Council Members (Post 3) Robert Clark and (Post 4) Keith Roche. |

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**Summary:** The qualifying dates and fees must be set and published by February 1<sup>st</sup> of each election year in accordance with O.C.G.A. § 21-2-131.

Candidates must pay to the City a qualifying fee in the amount of \$306.00 for the office of City Council Member which is 3% of the current salary.

Qualifying will be held beginning at 8:30am on Monday, August 16, 2021 and will run until 4:30 pm on Wednesday, August 18, 2021.

**Attachments/Exhibits:**

Ordinance

Publication Notice

**PUBLIC NOTICE OF QUALIFICATION FEES FOR MUNICIPAL GENERAL ELECTION**  
**CITY OF LAWRENCEVILLE, GEORGIA**

Notice is hereby given for a municipal general election to be held at the Lawrenceville City Hall, 70 South Clayton Street, Lawrenceville, Georgia, on Tuesday, November 2, 2021, to elect two (2) members of the City Council. Pursuant to O.C.G.A. § 21-2-132(3)(a), all persons desiring to run for office shall qualify in the office of the Municipal Election Superintendent (City Clerk), on the fourth floor of Lawrenceville City Hall beginning 8:30am on Monday, August 16, 2021, and ending at 4:30 pm Wednesday, August 18, 2021.

Those residing within the city limits of Lawrenceville seeking to qualify as candidates in the election must file a Notice of Candidacy and pay a qualifying fee equal to 3% of the annual salary of the office sought: \$306.00 for office of Council Member. Such notice of candidacy requires filers to designate whether the candidate seeks the position of Council Member Post 3 (currently held by Robert Clark), or Council Member Post 4 (currently held by Keith Roche). All qualifying fees shall be paid at the time of qualifying.

Karen Pierce, Election Superintendent  
City of Lawrenceville

This 26<sup>th</sup> day of January, 2021.

**AVISO PÚBLICO DE CUOTAS DE CALIFICACIÓN PARA ELECCIÓN GENERAL MUNICIPAL**  
**CIUDAD DE LAWRENCEVILLE, GEORGIA**

Por la presente se da aviso para que se celebren elecciones generales municipales en la Alcaldía de Lawrenceville, 70 South Clayton Street, Lawrenceville, Georgia, el Martes 2 de Noviembre de 2021, para elegir dos (2) miembros del Concejo Municipal. De conformidad con O.C.G.A. § 21-2-132 (3) (a), todas las personas que deseen postularse deberán calificarse para el cargo en la oficina del Superintendente de Elecciones Municipales (Secretario Municipal), en el cuarto piso del edificio municipal de Lawrenceville a partir de las 8:30 am del Lunes 16 de agosto de 2021 y finalizando a las 4:30 pm del Miércoles 18 de agosto de 2021.

Aquellos que residen dentro de los límites de la ciudad de Lawrenceville que buscan calificar como candidatos en la elección deben presentar un Aviso de Candidatura y pagar una tarifa de calificación equivalente al 3% de la Salario anual del cargo buscado: \$306.00 para el cargo de Concejal. Dicho aviso de candidatura requiere que los solicitantes indiquen si el candidato busca el puesto de Miembro del Consejo Puesto 3 (actualmente en manos de Robert Clark), o Miembro del Consejo Puesto 4 (actualmente en manos de Keith Roche). Todas las tarifas de calificación se pagarán en el momento de la calificación.

Karen Pierce, superintendente electoral  
Ciudad de Lawrenceville

Este día 26 de Enero de 2021.



## ORDINANCE \_\_\_\_\_

### 2021 ELECTION – APPOINTMENTS/QUALIFYING DATES & FEES

**WHEREAS**, the regularly scheduled municipal election for the City of Lawrenceville is scheduled for November 2, 2021; and

**WHEREAS**, the terms of offices for; Post 3, currently held by Council Member Robert Clark; and Post 4 currently held by Council Member Keith Roche end on January 1, 2022 and their successors are required to be elected in the municipal election scheduled for November 2, 2021; and

**WHEREAS**, it is necessary for the City Council to fix and publish the qualifying fees for these offices and to make other provisions for the municipal election; and

**WHEREAS**, the Georgia Municipal Election Code requires that the Mayor and Council appoint certain officials prior to the election, including a Superintendent, Chief Registrar, and an Absentee Ballot Clerk; and

**WHEREAS**, the Election Superintendent shall take such action as is necessary to properly call the municipal election scheduled for November 2, 2021, including, but not limited to, properly publishing a public notice to notify the public of said election. The City Clerk and/or the Election Superintendent shall take such other actions as necessary and appropriate to make certain that the election is conducted in accordance with, and in conformity with, the laws of the State of Georgia, the Lawrenceville City Charter and Lawrenceville Ordinances.

**NOW THEREFORE**, the City Council of the City of Lawrenceville hereby ordains that City Clerk Karen Pierce is hereby appointed to the position of Municipal Superintendent; the Gwinnett Board of Registration and Elections is hereby appointed as Chief Registrar; Amanda Harp is hereby appointed as Assistant Superintendent and Absentee Ballot Clerk. The Assistant Absentee Ballot Clerks, Poll Manager and Assistant Poll Manager and Poll Workers to be appointed by the Superintendent of Elections at a later date.

**THE CITY COUNCIL OF THE CITY OF LAWRENCEVILLE FURTHER ORDAINS** that all persons desiring to run for the offices of City Council Members shall qualify in the office of the City Clerk of the City of Lawrenceville located at 70 South Clayton Street, Lawrenceville, Georgia 30046, beginning at 8:30 a.m. on Monday, August 16<sup>th</sup> 2021 and ending at 4:30 p.m. on Wednesday, August 18<sup>th</sup> 2021. Those who desire to run for the position of Council Member shall pay a qualifying fee of \$306.00. When qualifying, the candidate shall designate whether they seek the position of Council member presently held by the incumbents; Robert Clark, (Post 3), or

Keith Roche (Post 4). All qualifying fees shall be paid at the time of qualifying and shall be paid by cash or check.

**IT IS SO ORDAINED** this 25th day of January 2021.

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David R. Still, Mayor

ATTEST:

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Karen Pierce, City Clerk

## ORDENANZA \_\_\_\_\_

### ELECCIÓN 2021 - NOMBRAMIENTOS / FECHAS Y TARIFAS DE CALIFICACIÓN

**CONSIDERANDO** que las elecciones municipales programadas regularmente para la ciudad de Lawrenceville están programadas para el 2 de noviembre de 2021; y

**CONSIDERANDO**, que los términos de los cargos para; Puesto 3, actualmente ocupado por el concejal Robert Clark; y puesto 4 actualmente ocupado por el concejal Keith Roche terminan en Enero 1, 2022 y sus sucesores deben ser elegidos en las elecciones municipales programadas para el 2 de noviembre de 2021; y

**CONSIDERANDO** que es necesario que el Concejo Municipal fije y publique las tarifas de calificación para estos cargos y tome otras disposiciones para la elección municipal; y

**CONSIDERANDO** que el Código de Elecciones Municipales de Georgia requiere que el Alcalde y el Concejo designen a ciertos funcionarios antes de la elección, incluyendo un Superintendente, un Registrador Jefe y un Secretario de Votación en Ausencia; y

**CONSIDERANDO** que el Superintendente de Elecciones tomará las medidas necesarias para convocar correctamente las elecciones municipales programadas para el 2 de noviembre de 2021, incluyendo pero sin limitarse a la publicación adecuada de un aviso público para notificar al público de dicha elección. El Secretario de la Ciudad y / o el Superintendente de Elecciones tomarán las otras acciones necesarias y apropiadas para asegurarse de que la elección se lleve a cabo de acuerdo y en conformidad con las leyes del Estado de Georgia, los Estatutos de la Ciudad de Lawrenceville y las Ordenanzas de Lawrenceville.

**AHORA POR LO TANTO**, el Concejo Municipal de la Ciudad de Lawrenceville por la presente ordena que la Secretaria Municipal Karen Pierce se designe por la presente para el cargo de Superintendente Municipal; por la presente se designa a la Junta de Registro y Elecciones de Gwinnett como Registrador Jefe; Por la presente se designa a Amanda Harp como Asistente del Superintendente y Secretaria de Votación en Ausencia. Los secretarios auxiliares de votación en ausencia, el director de votación y el director de votación auxiliar y los trabajadores electorales serán nombrados por el Superintendente de Elecciones en una fecha posterior.

**EL CONSEJO DE LA CIUDAD DE LAWRENCEVILLE ADEMÁS ORDENA** que todas las personas que deseen postularse para los cargos de Miembros del Concejo Municipal deberán calificar en la oficina del Secretario Municipal de la Ciudad de Lawrenceville ubicada en 70 South Clayton Street, Lawrenceville, Georgia 30046, comenzando a las 8:30 am el Lunes 16 de Agosto de 2021 y terminando a las 4:30 pm el Miércoles 18 de Agosto de 2021. Aquellos que deseen postularse para el puesto de Miembro del Consejo deberán pagar una tarifa de calificación de \$ 306.00. Al calificar, el candidato deberá designar si busca el puesto de miembro del Consejo que ocupa actualmente el titular; Robert Clark, (Puesto 3) o Keith Roche

(Puesto 4). Todas las tarifas de calificación se pagarán en el momento de la calificación y se pagarán en efectivo o cheque.

**ASÍ SE ORDENA** el día 25 de enero de 2021.

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David R. Still, Alcalde

DOY FE:

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Karen Pierce, Secretaria Municipal



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, JANUARY 25, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

|                          |                                                                              |
|--------------------------|------------------------------------------------------------------------------|
| <b>Item:</b>             | FY 2021 Mid-Year Budget Adjustment                                           |
| <b>Department:</b>       | Finance                                                                      |
| <b>Date of Meeting:</b>  | Monday, January 25, 2021                                                     |
| <b>Fiscal Impact:</b>    | Use of Contingency and recognition of CARES funding and expenditures         |
| <b>Presented By:</b>     | Keith Lee, Finance Director                                                  |
| <b>Action Requested:</b> | Approval of Budget Amendment to allocate Contingency Funds and CARES Funding |

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**Summary:** When the City adopted the Fiscal Year 2021 budget, Capital Project funding was set aside in a contingency fund. The funding was set aside to protect the City's Fund Balance in case of revenue shortfalls. Through the first two quarters of the fiscal year, the City is performing at or above expectations in all funds. Staff is requesting the Council approve \$510,091 in capital expenditures from Contingency Funds.

The City has received \$4,051,399 in CARES funding reimbursements. Staff is asking the Council to recognize these funds and to approve expenditure budget adjustments of \$930,000. The council has previously approved contract changes to the LPAC for the difference.

**Fiscal Impact:** Increase Revenue by \$4,051,399 and increase Expenditure Budget \$930,000.

**Concurrences:** Other departments, agencies, personnel, who agree and have formally supported.

**Attachments/Exhibits:** FY2021Mid-YearBudgetAdjustment.pdf

### Contingency

|                                                   |                  |                   |
|---------------------------------------------------|------------------|-------------------|
| Contingency Available                             | \$ 1,194,643.00  | 1,194,643.00      |
| GIS Strategic Plan & Implementation               | 150,000.00       |                   |
| Downtown S/W/Brick Impr/Repair                    | 100,000.00       |                   |
| Fleet Shop Fans                                   | 25,000.00        |                   |
| Pole Inspection and Replacement                   | 3,505.00         |                   |
| Place Electric Facilities in Downtown Underground | 85,952.00        |                   |
| Tree Trimming                                     | 65,000.00        |                   |
| Street Light Upgrade to LED                       | 5,634.00         |                   |
| Gang Switch Installation and Replacement          | 5,000.00         |                   |
| Underground Cable Replacement                     | 10,000.00        |                   |
| Gas Chromatograph                                 | <u>60,000.00</u> |                   |
|                                                   |                  | <u>510,091.00</u> |
| Contingency Remaining                             | \$ 684,552.00    |                   |

### CARES Funding

|                                             |                        |              |
|---------------------------------------------|------------------------|--------------|
| Revenue                                     |                        |              |
| Gwinnett County Grant                       | \$ <u>4,051,408.70</u> | 4,051,408.70 |
| Expenses                                    |                        |              |
| Various Accounts                            |                        |              |
| Cleaning Supplies/Communication/PPE         | 50,000.00              |              |
| Software                                    | 80,000.00              |              |
| Upgrades to City Facilities                 | 350,000.00             |              |
| Police Salaries                             |                        |              |
| Hazard pay                                  | 275,000.00             |              |
| Downtown Grounds Improvement Project        |                        |              |
| Outdoor Dining Space                        | 50,000.00              |              |
| Arts Center Improvements Project            |                        |              |
| Bobby Sikes Performing Arts Center Upgrades | <u>125,000.00</u>      |              |
|                                             | \$ 930,000.00          |              |