

City of Mansfield

AGENDA

City Council Meeting
December 12, 2016 – 6:30 p.m.
Mansfield Community Center

- I. **Call to Order:** *Mayor Jefferson Riley*
- II. **Agenda Revisions and Approval:**
- III. **Invocation:**
- IV. **Pledge of Allegiance:**
- V. **Mayor's Welcome and Comments:** *Mayor Jefferson Riley*
 - a. Annexation complete – will begin after Jan 1
 - b. Audit began today for Jan 2016 – June 2016
 - c. Christmas Tree Lighting
- VI. **Citizen's Comments:**
- VII. **Newton County Sheriff's Office:** Mansfield Report
- VIII. **Approval of Minutes:**
 - a. November 14, 2016 Council Meeting Minutes
 - b. November 28, 2016 Special Called Meeting Minutes
 - c. December 5, 2016 Special Called Meeting Minutes
- IX. **New Business:**
 - a. Joint Use Pole Inventory
- X. **Adjournment:**

City of Mansfield

MINUTES

City Council Meeting Minutes
December 12, 2016 – 6:30 p.m.
Mansfield Community Center
Page 1 Of 3

PRESENT: Jefferson Riley, Chris Fulmer, Helen Robertson, Bryan Hale, Perry Lunsford, Lisa Dunn

ABSENT: Jeana Hyde

The honorable-mayor Jefferson Riley called the meeting to order and asked for revisions or approval of the Agenda. The honorable-mayor-pro-tem Chris Fulmer asked to revise the Agenda to include Locating Equipment as New Business item b and made a Motion to approve the Agenda as revised. Councilman Perry Lunsford gave the Second and all Council voted 'aye'. The Motion Passed.

The honorable-mayor-pro-tem Chris Fulmer gave the invocation and lead the Pledge of Allegiance.

The honorable-mayor Jefferson Riley welcomed everyone present and explained that the annexation for the Blackwell & Bruce development will be complete on January 1, 2017. He also announced that the City's audit for January 2016 thru June 2016 began today, December 12, 2016 and upon leaving today the auditors reported that the City was in order. They also commented that they expected to finish the on-site audit by Wednesday, December 14th instead of the December 22nd date, first scheduled.

The final comment made by the honorable-mayor Jefferson Riley was about the success of the City's Tree Lighting event this past Saturday. He thanked everyone for their hard work to make it a success and for everyone that came out to support it.

During Citizen's Comments, salesman Gary Davis gave a presentation on AirEvac Lifetime. AirEvac Lifetime is a membership in emergency helicopter flights. Mr. Davis said that 4,000 people used AirEvac Lifetime last year and he gave out brochures with all the pricing.

There was no Newton County Sheriff Deputy present to give the Mansfield Report.

The honorable-mayor Jefferson Riley asked for approval of the listed Minutes. Councilman Perry Lunsford made the Motion to approve the November 14, 2016

Council Meeting Minutes and the honorable-mayor-pro-tem Chris Fulmer gave the Second. All Council voted 'aye' and the November 14, 2016 Minutes were approved.

Councilman Bryan Hale made the Motion to approve the November 28, 2016 Special Called Meeting Minutes and the honorable-mayor-pro-tem Chris Fulmer gave the Second. All Council voted 'aye' and the November 28, 2016 Special Called Meeting Minutes were approved.

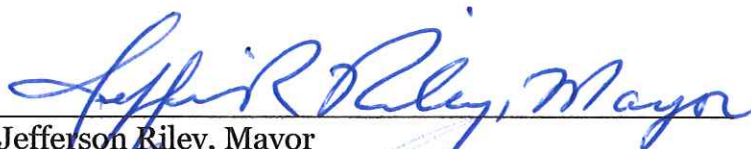
Councilwoman Helen Robertson made the Motion to approve the December 5, 2016 Special Called Meeting Minutes and Councilman Perry Lunsford gave the Second. All Council voted 'aye' and the December 5, 2016 Special Called Meeting Minutes were approved.

The honorable-mayor Jefferson Riley explained the Joint Use Pole Inventory that needs to be done in order for the City to capture all the attachments on the poles around the City as well as determine who owns what poles. The inventory expense would be shared with AT&T and Comcast, however, the City would pay the expense up front and then bill AT&T and Comcast for their portion of the inventory. According to AT&T, a pole inventory has never been done. Mr. Walter West of Electric Cities of Georgia said that a pole inventory almost always provides additional revenue for a city. The honorable-mayor Jefferson Riley explained that the City can go back 3 years and re-coop money from AT&T and Comcast which they are estimating to be around \$7,400. Councilwoman Lisa Dunn asked where ECG came up with the amount owed to the City. The honorable-mayor Jefferson Riley explained that they have set rates for attachments and we know how many poles that is in the City, typically an average of 80% of poles have attachments. In addition to the pole inventory, ECG offers a Pole Attachment Service that would assist the City is removing or replacing old poles. This service is less than \$2,000 per year but the City would not incur an additional expense because of the newly captured revenue the inventory will provide each year. Councilman Perry Lunsford made the Motion to approve the Joint Use Pole Inventory and to use the Pole Attachment Service offered by ECG. The honorable-mayor-pro-tem Chris Fulmer gave the Second. All Council voted 'aye' and the Motion Passed.

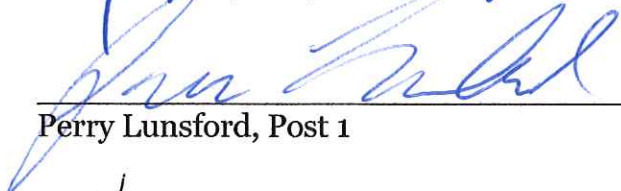
The honorable-mayor-pro-tem Chris Fulmer explained the revised item added to the Agenda – Locate Equipment. He stated that Mr. Tim Thompson told the City that they need 2 items for locating; one item is \$1,800 and the other item is \$800. These 2 items will locate water lines and valves so when the City has a leak we won't have to shut down the whole city. The honorable-mayor Jefferson Riley explained that during Friday's leak on Railroad Avenue the City of Covington came to help and they had one of these items. They were able to locate the valve and that is why we didn't have to shut the whole city down. Councilwoman Lisa Dunn asked who will train how to use them and what is the

cost for the training? The honorable-mayor Jefferson Riley answered that according to Mr. Tim Thompson whoever the City buys the equipment from will do the training for free. He also stated that according to Mr. Tim Thompson it is a State regulation to have this locating equipment. Councilman Perry Lunsford made the Motion to purchase Locating Equipment for the City. The honorable-mayor-pro-tem Chris Fulmer gave the Second and all Council vote 'aye'. The Motion Passed.


With nothing further the meeting adjourned.



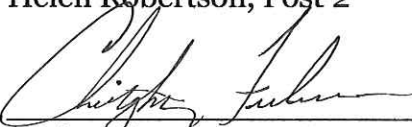
Jefferson Riley, Mayor




Perry Lunsford, Post 1



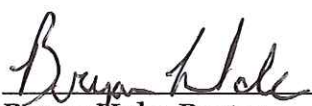
Helen Robertson, Post 2



Christopher Fulmer, Mayor-Pro-Tem, Post 3



Lisa Dunn, Post 4



Bryan Hale, Post 5

COPY

**A RESOLUTION OF
THE CITY OF MANSFIELD**

APPROVING THE SUPPLEMENTAL CONTRACT (POLE ATTACHMENT MANAGEMENT SERVICE) WITH ELECTRIC CITIES OF GEORGIA, INC.; AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF SUCH CONTRACT; AND FOR OTHER PURPOSES

WHEREAS, the **CITY OF MANSFIELD** (the "Pole Participant") is a Participant of Electric Cities of Georgia, Inc., a Georgia nonprofit corporation organized to perform services on behalf of its Participants pursuant to the Georgia Nonprofit Code and Section 115 of the Internal Revenue Code (the "Electric Cities"), and the Pole Participant and the other Electric Cities Participants have entered into an Intergovernmental Participant Contract, dated as of February 1, 2013, as amended and supplemented (the "IPC") respecting cost sharing of Electric Cities' services among the Participants; capitalized terms used herein, but not defined shall have the meaning set forth in the IPC; and ; and

WHEREAS, many of the Participants, including Pole Participant, have expressed an interest in contracting with Electric Cities for (a) certain services related to use of their utility poles by third parties, including, but not limited to, management of certain pole attachment and joint use agreements and other pole attachment arrangements (the "Pole Services"), and (b) certain other services from time to time upon request, including, but not limited to, pole inventories, rate and contract negotiation, and mapping (the "Other Services," and together with the Pole Services, the "Services"); and

WHEREAS, Electric Cities and Pole Participant have determined that there is a need for such Services for the Participants and Electric Cities desires to provide such Services; and

WHEREAS, Electric Cities and Pole Participant have determined that it is in their respective best interests that Electric Cities subcontract initially to provide certain of the Services to the Participants contracting for such Services; and

WHEREAS, as a Georgia nonprofit formed on behalf of its Participants, Electric Cities must provide for a method by which any costs and expenses that it incurs respecting the Services are to be recovered; and

WHEREAS, Electric Cities and Pole Participant have caused to be prepared a draft form Supplemental Contract for Participants to contract for the Services (the "Contract");

NOW, THEREFORE, be it resolved by the governing body of the Pole Participant in a meeting duly assembled, and it is hereby resolved by authority thereof, as follows:

Section 1. The Pole Participant hereby finds and determines that it is in its best interest to contract with Electric Cities under the terms of the Contract.

Section 2. The Pole Participant hereby approves and authorizes the execution, delivery and performance of the Contract, including the exhibits thereto, in substantially the form of the draft thereof presented at this meeting and filed in the Pole Participant's meeting minutes, and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the discretion of the MAYOR (the "Authorized Official") of the Pole Participant, with advice of counsel. The Contract shall be executed by the Authorized Official, attested by the appropriate officer of the Pole Participant, and shall have the Pole Participant's seal affixed thereto, and shall be delivered to Electric Cities, and when so executed and delivered, shall be binding upon the Pole Participant in accordance with its terms. Execution of the Contract as authorized herein shall be conclusive evidence of the Pole Participant's approval thereof.

Section 3. The Pole Participant hereby authorizes the Authorized Official or CITY CLERK to take any further actions and execute and deliver any other documents necessary to carry out the purpose of this Resolution, including, but not limited to, communicating the decisions of the Pole Participant to Electric Cities with respect to any matter respecting the Contract, as amended from time to time.

Section 4. In the adoption of this Resolution, the Pole Participant hereby recognizes that this action will be relied upon by other municipalities and systems that own and operate electric distribution systems and that adopt similar resolutions in furtherance of joint action through Electric Cities respecting the Services, and that the Pole Participant is also relying upon the adoption of such resolutions by such other municipalities and systems. The Contracts and the IPC together constitute an intergovernmental contract among the Pole Participant and the other Participants under the Intergovernmental Contracts Clause of the Constitution of the State of Georgia, Article IX, Section III, Paragraph I.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLVED this 12 day of DEC, 2016.

CITY OF MANSFIELD

By: Jefferson R. Riley, Mayor
Its:

[SEAL]

Attest:

Jana T. Hyde, Clerk
Its: CLERK



CLERK/SECRETARY'S CERTIFICATE

I, the undersigned Clerk/Secretary of the **City of Mansfield** (the "Participant"), DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a Resolution adopted by the Participant at an open public meeting duly and lawfully assembled in accordance with Official Code of Georgia Annotated Section 50-14-1, at which a quorum was present and acting throughout. The original of the Resolution has been duly recorded in the minute book of the Participant, which is in my custody and control.

WITNESS MY HAND this 12 day of DEC, 2016.



Jana I. Hyde, Clerk
Its: Clerk/Secretary

SUPPLEMENTAL CONTRACT

(Pole Attachment Service)

between

ELECTRIC CITIES OF GEORGIA, INC.

and

THE UNDERSIGNED POLE PARTICIPANT

This contract (the "Contract"), made and entered into as of December 1, 2016 (the "Effective Date"), by and between Electric Cities of Georgia, Inc., a Georgia nonprofit corporation organized to perform services on behalf of its Participants, including, but not limited to, the hereinafter defined Pole Participants, pursuant to the Georgia Nonprofit Code and Section 115 of the Internal Revenue Code (the "Electric Cities"), and the undersigned political subdivision of the State of Georgia or other governmental body (the "Pole Participant, and together with the other Participants entering into substantially similar contracts with Electric Cities respecting the hereinafter defined Services, the "Pole Participants";

**WITNESSETH:
THAT:**

WHEREAS, the Pole Participants and the other Electric Cities Participants have entered into an Intergovernmental Participant Contract, dated as of February 1, 2013, as amended and supplemented (the "IPC") respecting cost sharing of Electric Cities' services among the Participants; capitalized terms used herein, but not defined shall have the meaning set forth in the IPC; and

WHEREAS, the Pole Participant desires to contract with Electric Cities for (a) certain services related to use of its utility poles and underground conduit systems by third parties, as described in Attachment A hereto, which is incorporated herein by this reference (the "Pole Services"), including, but not limited to, management of certain Pole Agreements, which agreements that are currently in effect are listed in Attachment B hereto and are incorporated herein by this reference, and (b) certain other services from time to time upon request, including, but not limited to, pole inventories, rate and contract negotiation, and mapping (the "Other Services," and together with the Pole Services, the "Services"), which Other Services are described in Attachment C hereto, which is incorporated herein by this reference; and

WHEREAS, as a Georgia nonprofit formed on behalf of its Participants, Electric Cities must provide for a method by which any costs and expenses that it incurs respecting the Services are to be recovered, including, but not limited to, those under any subcontracts respecting all or a

portion of the Services (“Subcontracts”) to the extent not reimbursed by an Attacher or other third parties to Electric Cities, or its subcontractors under any Subcontracts (together, the “Subcontractors”); and

WHEREAS, in order to take advantage of economies of scale and other efficiencies, Electric Cities has entered into, and may from time to time, enter into substantially similar contracts to this Contract with the other Pole Participants (the “Other Contracts,” and together with this Contract, the “Contracts”);

NOW THEREFORE:

For and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and in order to pay Electric Cities for its costs and expenses of providing the Services to the Pole Participants in accordance with the IPC, it is agreed by and between the parties hereto as follows:

Section 101. IPC. This Contract shall constitute a binding obligation of each party executing this Contract as of the Effective Date and shall extend until the termination of the IPC (the “Term”), unless terminated as otherwise provided herein. The “Initial Term” shall begin on the Effective Date and end on June 30, 2019. This Contract shall be supplemental to, and interpreted in accordance with the IPC, and the terms of the IPC are hereby incorporated herein by this reference. Electric Cities’ obligations hereunder shall constitute a new service under the IPC. This Contract shall control to the extent of any conflict between this Contract and the IPC. Except as expressly provided for herein, all services provided for under the IPC related to the Pole Agreements shall be governed exclusively by the IPC.

Section 102. Obligations of the Parties.

(a) Electric Cities shall:

- (i) Perform, or cause to be performed, the Services, subject to a reasonable period necessary for startup of the Services, e.g., attachment estimates, inventories, transition of management from the Pole Participant to Electric Cities; provided that Other Services shall only be provided at the request of the Pole Participant.
- (ii) Bill, or cause Subcontractor to bill, Attachers for amounts due and owing under Pole Agreements (the “Attacher Fees”) and take reasonable steps to assure payment thereof by Attachers, including at least three attempts to notify a delinquent Attacher orally and in writing, and attempting to collect for delinquent amounts due to Pole Participant from an Attacher under its payment bond, if applicable, after such notification attempts, but in any case prior to the expiration of the right to collect such amounts under the applicable Pole Agreement or payment bond, as applicable (“Reasonable Collection Efforts”), provided that reasonable documentation and Pole Participant cooperation, if applicable, has been provided to Electric Cities. Electric Cities is hereby designated as Pole Participant’s agent with respect to its rights and obligations

respecting Pole Agreements, including, but not limited to, full authority to communicate with Attachers on its behalf, exercise remedies available to Pole Participant under its Pole Agreements, including, but not limited to, collecting delinquent Attacher Fees from an Attacher under its payment bond, if applicable, and appointing Subcontractors as limited sub-agents to the Pole Participant; provided, however, that, upon request of the Pole Participant, Electric Cities may in its sole discretion provide, or cause to be provided, collections services in addition to Reasonable Collection Efforts as Other Services. Upon request of Electric Cities, Pole Participant shall execute and deliver written evidence of Electric Cities' and its Subcontractor's agency hereunder, if applicable.

- (iii) Once Attacher Fees are collected by Electric Cities, or its Subcontractor, such amounts shall be returned to the Pole Participant (net of amounts owing hereunder or under the IPC) within 60 days of Electric Cities' receipt thereof.
 - (iv) Designate in writing a specific individual to serve as a single point of contact with the Pole Participant related to this Contract.
- (b) Pole Participant shall:
- (i) Pay the Monthly Billing Statement respecting Annual Costs. "Annual Cost" hereunder shall have the meaning set forth in the IPC and the budget for the Services shall be approved as provided for in the IPC, except as provided herein; provided, that the budget for the Services may be approved either together with the regular budget process or separately; provided, further, that the initial budget for the Services shall cover the Initial Term. Annual Costs shall be allocated among the Pole Participants in accordance with Section 103 hereof.
 - (ii) To the extent the Pole Participant desires assistance with billing and collection from Attachers for Attacher Fees due and owing respecting reimbursable costs or expenses under a Pole Agreement that are not incurred by Electric Cities or its Subcontractors pursuant to Section 102(a)(ii) hereof, submit all necessary documentation to and cooperate with Electric Cities respecting such costs or expenses.
 - (iii) Standardization being important to providing economies of scale respecting the Services, execute with Attachers or adopt Pole Agreements, or provide copies of previously executed or adopted Pole Agreements, substantially similar to the form Pole Agreements negotiated and developed by Electric Cities, or other mutually agreeable Pole Agreements acceptable to Electric Cities, Electric Cities's acceptance of which shall be evidenced by such Pole Agreements being listed on Attachment B hereto as revised from time to time. Acceptance of nonstandard Pole Agreements into this Service may be subject to additional terms and conditions in Electric Cities' sole discretion addressing additional or differing costs, expenses, management services or risk associated with

acceptance of a nonstandard Pole Agreement, provided that Electric Cities shall not unreasonably discriminate among the Pole Participants with respect thereto.

- (iv) Provide Electric Cities with all reasonably requested information necessary or convenient to its or Subcontractor's performance of the Services.
- (v) Upon request by Electric Cities, assist Electric Cities with collections and enforcement of all available remedies respecting delinquent Attacher Fees.
- (v) Designate by resolution a specific individual(s) to serve as a point of contact with the Pole Participant related to this Contract. Initially such individual(s) shall be the authorized officials currently designated by the Participant as such to Electric Cities by resolution, a copy of which is on file with Electric Cities.

Section 103. Allocation of Annual Costs. Annual Costs respecting the Services shall be allocated among the Pole Participants pursuant to the following methodologies:

(a) Pole Services. Costs for Pole Services shall be allocated to each Participant opting to purchase such services based upon a charge per Attachment determined by allocating such costs to each Pole Participant based upon a percentage reflecting the total number of Attachments for each such Pole Participant as a percent of the total number of Attachments for all Pole Participants for the current Fiscal Year. Over and under recoveries shall be determined by Pole Participant on the same basis. **There shall be an annual charge for Pole Services and a monthly charge for Pole Services as specified in the budget.**

(b) Other Services. Costs of Other Services, if requested by the Pole Participant, shall be allocated to the Pole Participant(s) for which such cost relates in Electric Cities' sole discretion and shall be billed to such Pole Participant on the next succeeding Monthly Billing Statement to the extent that such cost is not an Attacher Fee. Attacher Fees not paid by Attacher when due for Electric Cities' or Subcontractor's costs and expenses may be billed by Electric Cities to the applicable Pole Participant(s) in its sole discretion and, if billed, will be added to the applicable Pole Participant's Monthly Billing Statement. A fee for form Pole Agreement contract and rate negotiation and development shall be due and payable from Pole Participant when Pole Agreements are executed, adopted, amended or renewed by Pole Participant, which fee shall be established pursuant to the budget process set forth in the IPC.

Section 104. Annual True-up Process. The annual true-up process provided for in the IPC may be conducted at any time respecting Services hereunder separately from such process for other services thereunder at the sole discretion of Electric Cities' Board.

Section 105. Maximum Amount Payable. In no event shall Electric Cities be liable for amounts in excess of the amount set forth in Section 102(a)(iii) above.

Section 106. Limitation of Liability. Pole Participant acknowledges that its acts or failure to act in accordance with this Contract could cause Electric Cities or other Participants to incur costs and expenses. The Contracts and the IPC together constitute an intergovernmental contract among the Pole Participant and the other Participants under the Intergovernmental Contracts Clause of the Constitution of the State of Georgia, Article IX, Section III, Paragraph I. To the extent allowed by law, the Pole Participant shall defend, indemnify and hold harmless the other Participants and their respective governing bodies, agents, officers and employees from and against all liability, losses, damages, penalties, costs, expenses, taxes, causes of action, suits, claims, demands and judgments of any nature arising out of or in connection with this Contract. The other Participants shall be third party beneficiaries to this Contract.

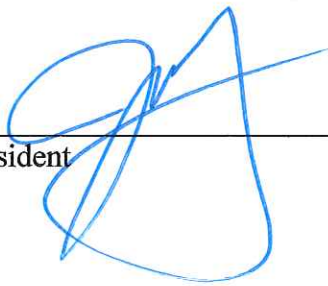
Section 107. Economic Viability. At any time, if Electric Cities determines in its sole discretion that the Services hereunder are no longer economically viable, it will halt all work and the incurring of costs and expenses related thereto expeditiously and this Contract shall terminate on a date to be determined by Electric Cities, which termination shall have no affect on the IPC. Amounts paid to Electric Cities hereunder shall be returned to the applicable Pole Participants if such amounts are determined to be in excess of actual incurred costs and expenses in accordance with applicable annual true-up procedures. Services hereunder may be suspended at any time for up to ten business days if Electric Cities is assessing the economic viability of the Services upon notice from Electric Cities to the Pole Participant.

IN WITNESS WHEREOF, Electric Cities has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the Pole Participant has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Pole Participant to Electric Cities is hereby acknowledged, all as of the day and year first above written.

ELECTRIC CITIES OF GEORGIA, INC.

By: _____

President



(SIGNATURES CONTINUE ON NEXT PAGE)

CITY OF MANSFIELD

By: Jeffrey R. Talley, Mayor
Its: Mayor

Attest: Jana A. Hyde, Clerk
Its: CLERK



Pole Attachment Scope of Work

Manage Contract Terms for Pole Attachment Agreements and Joint Use Agreements

Electric Cities or Subcontractor will manage the day-to-day implementation of all of the Participants' obligations under Joint Use Agreements and Pole Attachment Agreements as more specifically described hereinbelow.

"Attacher" mean any Joint User, Licensee or unauthorized party attaching or otherwise using Participant poles covered by any Pole Agreement.

"Joint Use Agreement" means any agreements, from time to time, respecting an area in which both parties to said agreement own poles and providing for use of each party's poles by the other.

"Joint User" means the counterparty to any Joint Use Agreement entered into from time to time by a Participant.

"Licensee" means the counterparty to any Pole Attachment Agreement entered into from time to time by a Participant.

"Pole Agreement" means any Joint Use Agreement or Pole Attachment Agreement, and other arrangements, contracts, tariffs, ordinances, pole attachment assessments, taxes or levies or laws respecting access to poles or safety with respect thereto mutually acceptable to the parties hereto; a list of all such Pole Agreements shall be maintained by Electric Cities or Subcontractor and updated from time to time.

"Pole Attachment Agreement" means any agreements, from time to time, to which a Participant is a party respecting the use of its poles by a third party, except for Joint Use Agreements.

ELECTRIC CITIES'S OBLIGATIONS

Electric Cities' obligations hereunder include the following:

1) Manage Contract Terms for Pole Placements

Electric Cities or Subcontractor will prepare and negotiate all pole setting agreements, under which the Participant could install poles on behalf of the Joint Users. The costs of that service would be used to update the tables in the existing Joint Use Agreements, and thereby keep those provisions of such agreements current.

2) Manage Contract Terms for Existing Pole Line Reconstruction/ Overbuilding of Existing Facilities/ Emergency Pole Replacements

Electric Cities or Subcontractor will provide notice to Joint User when an existing pole is not satisfactory for joint use, and will provide a long-term record keeping program to confirm notice was given.

3) Manage Contract Terms for Transfer of Foreign Attachments to New Poles

Administration of foreign attachment transfers and left-in-place poles to include;

- Prepare a database of left-in-place poles identified during the inventory

- Manage and coordinate left-in-place poles program with Participant-approved construction contractor or with Electric Cities or Subcontractor construction forces
- Notify Attacher of required transfers through the National Joint Utility Notification System (NJUNS)
- Assist with management of Attachment transfers as required
- Coordinate with the Participant's construction services department where transfers of foreign Attachments impede the Participant's distribution work order completions
- Resolve issues with "non-performing" Attachers in accordance with the terms of the applicable Pole Agreement, including transfer of the foreign facilities to Participant's new poles, abandonment of the pole to the Attacher as appropriate (to the extent permitted by law and the applicable Participant's contractual obligations), or late transfer and pole removal billing as allowed by Pole Agreements
- Coordinate and assist with the removal of poles upon resolution of pending transfers

4) Manage Contract Terms for Abandonment of Poles to Attachers

Electric Cities or Subcontractor will facilitate the contract terms for Participant to abandon pole to Attachers (to the extent permitted by law and the applicable Participant's contractual obligations).

5) Manage Contract Terms for Recovery of Space from Attacher

This is applicable where the Participant could complete its work but for the Attacher's presence on a pole, and the Pole Agreement provides for the recovery of space, Electric Cities or Subcontractor will provide notice to Attacher to either remove facilities, or pay for the additional pole space.

6) Manage Contract Terms for Permitting (pass through costs where applicable per terms of the applicable Pole Agreement)

Permit processing, field inspections, make-ready engineering, and job closeouts will be handled by Electric Cities or Subcontractor directly as an agent for the Participants (Attachment A). Upon request under Attachment C, Electric Cities or Subcontractor proposes to implement the make-ready permitting process with the following provisions:

- All make-ready work and Participant fix & repair work should be consolidated on one work order instead of two, with collection of all appropriate funds from the Attacher before the work order is issued to construction.
- All design work will be charged to the work order at approved hourly rates.
- Electric Cities or Subcontractor will, if requested, provide project management of the construction process including crew scheduling, crew assistance, and tracking to facilitate timely response to licensee permit applications. This work will be charged to the work order at approved hourly rates.
- All time required for preparing permits such as state, excavation, etc. will be charged to the work order at approved hourly rates.
- Inspect and prepare all work orders associated with attachment requests.

7) Provide contract administration and annual billing for all Licensees and Joint Users

Electric Cities or Subcontractor will provide the Participant with annual billing information, including rate escalations, for all Attachers, will prepare invoices for all amounts owed by Attachers to Participants (designating an account to be specified by Electric Cities as the account for payment of such amounts) and will cause such invoices to be delivered to Attachers in accordance with the applicable Pole Agreement subject to prior review of Electric Cities. Electric Cities or Subcontractor will take reasonable steps to assure payment by Attacher, including at least three attempts to notify a delinquent Attacher orally and in writing ("Reasonable Collection Efforts"). Electric Cities or Subcontractor will also provide additional contract administration to include; procuring and updating Certificate(s) of Insurance and Security Instrument(s) as required by Pole Agreements, and additional billing as allowed by Pole Agreements.

[Pole Participant's Pole Agreements]

[To be developed with the cooperation of the Pole Participants]

¹ To be revised from time to time to reflect the then current Pole Agreements acceptable to Electric Cities for inclusion in the Services.

Other Services

ECG may, directly or through an affiliate, offer, or Participants may request, Other Services from time to time not expressly provided for hereunder. Except to the extent indicated in writing, Other Services shall be provided in accordance with the terms of this Contract, *provided* that a description of such Other Services and rates applicable thereto shall be set forth in writing prior to ECG providing any such Other Services.

Description		Cost	Total
Inventory Cost	\$	5,907	
Pole Attachment Service	\$	1,344	
			\$ 7,251

Benefit

Shared Expense		\$	2,000.00
Comcast	\$	1,000	
AT&T	\$	1,000	

Security Lights		\$	2,016.00
14 @ \$12/month	\$	2,016	

Rent

Entity	Year		Amount Remaining
Comcast	2016	\$	-
Comcast	2015	\$	-
Comcast	2014	\$	-
Comcast	2013	\$	-
Comcast	2012	\$	-
ATT	2016	\$	3,815
ATT	2015	\$	-
ATT	2014	\$	3,815
ATT	2013	\$	-
ATT	2012	\$	-
Total		\$	7,629

Additional Attachment Backbilling

Assumed Increase in Attachments	15%	\$	4,193
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Total Benefit		\$ 15,838
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Net Benefit		\$ 8,587
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Supplemental Service Election Confirmation dated 12/14/16

Mansfield

Services **FY17 \$**

Supplemental Contract Service*	
Pole Attachment Services (PAS)**	\$ 1,344
* Formal execution of this service requires execution of a supplemental contract.	
** This cost assumes a start date of 01/01/17 and is for the period 01/01/17 - 06/30/17. The January billing will include the \$750 annual fee plus the ongoing monthly fee of \$50.	
Original FY17 ECG Budget	\$ 6,785
Cost of Additional Services	1,344
Revised FY17 ECG Budget	\$ 8,129

This Supplemental Participant Service Election Confirmation (this "Confirmation") is being executed pursuant to, and subject to, the Intergovernmental Participant Contract (the "Contract"), dated as of February 1, 2013, among each of the Participants, including the Participants executing this Confirmation (the "Confirming Participant"), in accordance with the Bylaws of Electric Cities of Georgia, Inc. ("ECG"), and constitutes Confirming Participant's Initial Confirmation or Supplemental Confirmation, as applicable. The terms of this Confirmation are binding upon execution and delivery by Confirming Participant and acknowledgment by ECG. Capitalized terms used herein but not defined have the meaning set forth in the Contract.

<p>Executed and delivered this <u>12</u> day of <u>DEC</u>, 2016.</p> <p>CONFIRMING PARTICIPANT:</p> <p>Mansfield</p> <p>By: <u>Jeff R. Riley, Mayor</u></p> <p>Name: <u>JEFFERSON R. RILEY</u></p> <p>Title: <u>MAYOR</u></p> <p>Confirming Participant's Authorized ECG Representative</p>	<p>Acknowledged and Accepted:</p> <p>ECG:</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>JEFF M. GILES</u></p> <p>Title: <u>PRESIDENT & CEO</u></p>
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Jeana Hyde

From: Walter West <wwest@ecoga.org>
Sent: Wednesday, December 14, 2016 2:26 PM
To: Jeana Hyde
Subject: Pole Attachment Service: Agreements and Benefit estimate
Attachments: Mansfield Benefits - DRAFT.pdf; Mansfield Form Supplemental Participant Services Contract - Pole Attachment Service Draft.doc; Mansfield - ECG Pole Participant Resolutiondraft.doc; FY17 Mansfield add PAS as of 01-01-17.pdf

Jeana,

Attached are 4 documents which are as follows:

- Mansfield Benefits – Draft: This is the running estimate of the net benefit of the Inventory and the Pole Attachment Service (PAS) combined. The net benefit is \$8,500 to Mansfield which is assuming that assuming Comcast has been billed in the past 5 years. It sounds like they have not been billed so the benefit should increase.
- Mansfield Form Supplemental Participant Services Contract – Needs to be executed for PAS to be in effect.
- Mansfield – ECG Pole Participant Resolution – Needs to be executed for PAS to be in effect.
- FY17 Mansfield Add PAS – Needs to be executed for PAS to be in effect.

I know there are a number of documents. I'll call you to discuss.

Best Regards,

Walter

Walter C. West | Senior Vice President, Analytics
o. 770.563.1250 | c. 678.642.1856 | wwest@ecoga.org
1470 Riveredge Parkway, Atlanta, GA 30328 | ecoga.org



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February 20, 2017

Ms. Jeana Hyde
City Clerk/Administrator
City of Mansfield
Post Office Box 35
Mansfield, Georgia 30055

Dear Jeana,

Enclosed, please find a fully executed Resolution Approving the Supplemental Contract (Pole Attachment Management Service) with Electric Cities of Georgia, Inc.; Authorizing the Execution, Delivery and Performance of Such Contract; and for Other Purposes.

If you have any questions, please let me know.

Sincerely,

Rita Hillhouse
Executive Assistant
to the President and CEO

Enclosure