



## SANDY SPRINGS

CITY CLERK'S OFFICE

### PUBLIC FACILITIES AUTHORITY

Rusty Paul, Chair  
Andy Bauman  
Tibby DeJulio  
Melody Kelley  
Melissa Mular  
John Paulson  
Jody Reichel

Tuesday, March 5, 2024

Special Called Meeting

6:00 PM

The Sandy Springs Public Facilities Authority Meeting will be held in the Studio Theatre at Sandy Springs City Hall (1 Galambos Way, Sandy Springs, GA 30328).

Live-stream: [www.SandySpringsGA.gov/stream](http://www.SandySpringsGA.gov/stream)

#### I. Call to Order

#### II. Roll Call and General Announcements

#### III. Approval of Meeting Agenda

#### IV. Approval of Meeting Minutes

1. **PFA2024-01** October 17, 2023 Public Facilities Authority Special Called Meeting

#### V. Old Business

#### VI. New Business

2. **PFA2024-02** Request for Public Facilities Authority Consideration of a Resolution to Amend the Police Headquarters & Municipal Court Project PF002 Cost Budget and the Fleet Center Project PF006 Cost Budget  
*(Presented by Dave Wells, Director of Facilities/Capital Construction and Building Operations)*
3. **PFA2024-03** Request for Public Facilities Authority Consideration to Approve and Accept Participation in the Georgia Power Electric Transportation Make Ready Grant Program for the Police Headquarters and Municipal Court House Project.  
*(Presented by Dave Wells, Director of Facilities/Capital Construction and Building Operations)*

#### VII. Adjournment

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in a public meeting, or who have questions regarding the accessibility of the meeting or facilities should contact the City Clerk at 770-730-5600 promptly for assistance. The City will make reasonable accommodations for those persons.*

1 Galambos Way, Sandy Springs, Georgia 30328 • 770-730-5600 • [SandySpringsGA.gov](http://SandySpringsGA.gov)



## SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Members of the Public Facilities Authority

FROM: Dave Wells, Director of Facilities/Capital Construction and Building Operations

DATE: February 14, 2024 Submission for the March 5, 2024 Public Facilities Authority Meeting

ITEM: Request for Public Facilities Authority Consideration of a Resolution to Amend the Police Headquarters & Municipal Court Project PF002 Cost Budget and the Fleet Center Project PF006 Cost Budget

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### ***Recommendation:***

Staff recommends that the Chairman and Members of the Public Facilities Authority for the City of Sandy Springs (the "City") authorize the transfer of \$574,748.00 from the Police Headquarters and Municipal Court Project Owner Contingency (Project No.: PF002) to the Fleet Center Project Owner Contingency (Project No.:PF006).

### ***Background:***

On May 31, 2023, the Public Facilities Authority approved a contract amount of **\$45,188,432.00** for both the Police Headquarters & Municipal Court and Fleet Center Projects. Within this approved budget was a total owner's contingency of \$2,000,000.00 The original design for the Projects was for each of these facilities to be constructed on one site, and under one project number, Project No.: PF002. After it was decided to locate the Fleet Center to a separate site, the two Projects were split into two project budgets. The Owner Contingency was divided, accordingly; \$1,799,472.00 was allocated to Police Headquarters and Municipal Court Project (PF002) and \$200,528.00 was allocated to the Fleet Center Project (PF006).

### ***Discussion:***

The Fleet Center Project is projected to be completed in March 2024. During the construction of this Project the following approved changes have depleted the Owner Contingency balance:

	<b>AMOUNT</b>
<b>ORIGINAL FLEET OWNER CONTINGENCY</b>	<b>\$ 200,528.00</b>
CP #001- Added Toilet	\$ 15,205.00
CP #002- Fencing Changes	\$ 62,325.00
CP #007- Unsuitable Soils	\$ 208,725.00
CP #010- Additional Conduit Runs for Existing Transformer	\$ 15,499.00
CP #016- Fleet Brick Ledge	\$ 15,120.00
CP #021- Fleet Electrical Changes	\$ 9,912.00
CP #026- Unsuitable Soils Pond and Tank Area	\$ 21,530.00
Allowance for OPE and FFE	\$ 70,000.00
Delta to Cover Fuel Island Canopy	\$ 306,960.00
<b>**Additional amount requested as a precautionary measure</b>	<b>\$ 50,000.00</b>
<b>PF006 OWNER CONTINGENCY DEFICIT (All cost shown less original contingency amount)</b>	<b>\$ (574,748.00)</b>
<b>PF002 BALANCE AFTER TRANSFER</b>	<b>\$ 700,238.00</b>

As of February 2, 2024, there is a remaining balance of \$1,274,986.00 in the Owner Contingency designated for Project No. PF002.

A budget amendment is needed at this time to budget a transfer-out expense in the Police Headquarters & Municipal Court Project (PF002) for the transfer of \$574,748.00 to the Fleet Center Project (PF006).

***Financial Impact:***

This change will occur in two parts, ensuring a seamless transition without impacting the city's finances:

- **Shifting Encumbrance for Owner Contingency:** We are reallocating a portion of the Owner Contingency encumbrance within the contract and transferring funds from one segment to another. There are adequate contingency funds in PF002 to facilitate this transfer to PF006 without jeopardizing the project's integrity.
- **Amending the Budget:** A corresponding adjustment will be made to the budget, transferring the same amount from PF002 to PF006. Members of the PFA may decide not to accept Staff's recommendations and provide further guidance or recommendations to Staff.

The budget amendment, coupled with the Owner Contingency shift, constitutes a budget neutral event with no effect on the city's finances or project costs.

***Alternatives:***

Members of the PFA may decide not to accept Staff's recommendations and provide further guidance or recommendations to Staff.

***Review:***

Octavia Baynes, Administrative Asst.	Created/Initiated - 2/27/2024
Richard Collins, Construction Manager	Approved - 2/27/2024
Dave Wells, Director of Facilities/Capital Construction and Building Operations	Approved - 2/29/2024
Chris Owens, Assistant City Manager	Approved - 3/1/2024
Toni Carlisle, Chief Financial Officer	Approved - 3/1/2024
Dan Lee, City Attorney	Approved - 3/1/2024
Eden Freeman, City Manager	Final Approval - 3/1/2024

**Attachments:**

1. Resolution Authorizing Budget Amendment to Transfer Owner Contingency Funds from PF002 to PF006
2. SSPHQ FLT PPT

**STATE OF GEORGIA  
FULTON COUNTY**

**A RESOLUTION OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY TO  
APPROVE THE TRANSFER OF OWNER CONTINGENCY FUNDS FROM THE POLICE  
HEADQUARTERS AND MUNICIPAL COURT PROJECT TO THE FLEET CENTER  
PROJECT**

**WHEREAS**, the Public Facilities Authority for the City of Sandy Springs (the “City”) acknowledges the need to address unforeseen expenses incurred by the construction of the Fleet Center Project (Project No. PF006); and

**WHEREAS**, the Fleet Center Project encountered unexpected soil issues during construction, exceeding the allotted amount of contingency funds; and

**WHEREAS**, there is currently \$1,274,986.00 designated for owner contingency funds in the Police Headquarters and Municipal Court Project (Project No. PF002); and

**WHEREAS**, a transfer of \$574,748.00 from the Police Headquarters and Municipal Court Project is necessary to cover the additional unforeseen expenses incurred by the Fleet Center Project and to ensure the successful completion of both initiatives.

**NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF SANDY SPRINGS PUBLIC FACILITIES AUTHORITY THAT:**

1. A budget amendment to transfer \$574,748.00 from the Police Headquarters and Municipal Court Project (PF002) to the Fleet Center Project (PF006) is approved; and
2. The necessary administrative steps be taken to formalize the budget amendment and ensure its timely implementation.

**SO RESOLVED** this the 5<sup>th</sup> day of March, 2024.

Approved:

\_\_\_\_\_  
Russell K. Paul, Chairman

Attest:

\_\_\_\_\_  
Raquel D. González, Secretary

(SEAL)

A blue-tinted background image featuring a silver pen resting on a document with a bar chart. The pen is positioned diagonally on the left side, pointing towards the bottom right. The document beneath it shows a bar chart with several vertical bars of varying heights. The overall scene is set against a light blue background with a subtle grid pattern.

# Budget Shift Proposal

# Budget Shift Proposal

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Propose Shift from PHQ Contingency to Cover the following:

CP #1 - Added Toilet at Fleet	(\$15,205.00)
CP #2 - Fencing Changes at Fleet	(\$62,325.00)
CP #7 - Haul off of Unsuitable from Site Grading	(\$208,725.00)
CP #10 - Additional Conduit Runs for Existing XFMR	(\$15,499.00)
CP #16 - Brick Ledge for Support	(\$15,120.00)
CP #21 - RFIs & Bulletin 3; Electrical Changes	(\$9,912.00)
CP #26 - Haul off of Unsuitable from Pond & Tank ex.	(\$21,530.00)
Allowance for OPE and FFE	(\$70,000.00)
Delta to Cover Full Cost of Fuel Island	(\$306,960.00)
	(\$725,276.00)
Current Remaining PHQ Contingency	\$1,274,986.00
Budget Shift	(\$574,748.00)
<b>Total Pending FLT Contingency Remaining</b>	<b>\$50,000.00</b>
<b>Total Pending PHQ Contingency Remaining</b>	<b>\$700,238.00</b>
<b>*Anticipated Buyout Savings</b>	<b>\$450,000.00</b>

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## SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Members of the Public Facilities Authority

FROM: Dave Wells, Director of Facilities/Capital Construction and Building Operations

DATE: February 15, 2024 Submission for the March 5, 2024 Public Facilities Authority Meeting

ITEM: Request for Public Facilities Authority Consideration to Approve and Accept Participation in the Georgia Power Electric Transportation Make Ready Grant Program for the Police Headquarters and Municipal Court House Project.

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### ***Recommendation:***

Staff recommends acceptance and participation in the Georgia Power Electric Transportation Make Ready Program for the new Police Headquarters and Municipal Court House Project (Project No. PF002) (the "Project").

### ***Background:***

The Georgia Power Make Ready Program (the "Program") assists in the installation of the necessary infrastructure for electric vehicle ("EV") charging stations, including wiring, conduit, and panel upgrades. The Program also streamlines the process by minimizing disruptions and ensuring compliance with regulatory standards. This grant is for EV charging infrastructure for public safety vehicles and public-facing chargers. This Project utilizes, and has provisions for, future additions of chargers in both the secured and public-facing areas. The Program provides financial assistance of up to \$200,000.00 alleviating any potential financial burden associated with this portion of the Project.

### ***Discussion:***

The new Police Headquarters and Municipal Court House Project represents a critical endeavor aimed at modernizing law enforcement infrastructure and improving community safety. The facility is strategically designed to accommodate the evolving needs of our police force and their ability to serve the community effectively. As part as our commitment to sustainability and future-proofing our infrastructure, we are exploring opportunities to integrate EV charging stations into the new Police and Court Facilities. The Georgia Power Make Ready Program

presents an opportunity to facilitate the deployment of EV charging infrastructure. This Program offers comprehensive support, including assistance with installation of necessary infrastructure such as wiring, conduit, and panel upgrades. This program aligns with our sustainability goals and demonstrates our commitment to adopting innovative solutions that benefit both the community and the environment.

***Financial Impact:***

Participating in the Georgia Power make Ready Program is anticipated to have no impact on the current Project budget. The Program’s financial assistance of up to \$200,000.00 covers the majority, if not all, of the costs associated with EV infrastructure installation.

***Alternatives:***

Chairman and members of the Public Facility Authority could decide to forego applying for the Georgia Power Electric Transportation Make Ready Grant and provide further direction to staff.

***Review:***

Octavia Baynes, Administrative Asst.	Created/Initiated - 2/23/2024
Richard Collins, Construction Manager	Approved - 2/26/2024
Dave Wells, Director of Facilities/Capital Construction and Building Operations	Approved - 2/26/2024
Chris Owens, Assistant City Manager	Approved - 2/27/2024
Toni Carlisle, Chief Financial Officer	Approved - 2/27/2024
Dan Lee, City Attorney	Approved - 3/1/2024
Eden Freeman, City Manager	Final Approval - 3/1/2024

***Attachments:***

1. Georgia Power Make Ready Program Grant Resolution\_ Police and Muncipal Court Project\_March 5 PFA\_
2. Draft Acceptance Letter\_Sandy Springs MR
3. Make\_Ready\_ET\_Terms\_and\_Conditions\_2023

4. Georgia Power - Make Ready Program Criteria\_2023

**STATE OF GEORGIA  
FULTON COUNTY**

**A RESOLUTION TO APPROVE AND ACCEPT PARTICIPATION IN THE GEORGIA POWER  
ELECTRIC TRANSPORTATION MAKE READY GRANT PROGRAM FOR THE POLICE  
HEADQUARTERS AND MUNICIPAL COURT HOUSE PROJECT**

**WHEREAS**, the City of Sandy Springs’ (the “City”) construction of the new Police Headquarters and Municipal Court House Project (Project No.: PF002) (the “Project”) aims to enhance law enforcement capabilities and community safety; and

**WHEREAS**, participation in Georgia Power Electric Transportation Make Ready Grant Program (the “Program”) aligns with the commitment to sustainability and innovation, by offering assistance in the installation of essential infrastructure for electric vehicles (“EV”) charging stations; and

**WHEREAS**, participation in the program provides significant benefits in terms of cost saving, environmental impact reduction, and streamlined implementation of the EV infrastructure, further supported by the Programs financial assistance of up to \$200,000.00; and

**WHEREAS**, participating in the Program is anticipated to have no impact on the current project budget, with the program’s financial assistance covering the majority, if not all, of the costs associated with EV infrastructure installation; and

**WHEREAS**, it is the desire of the Public Facilities Authority for the City of Sandy Springs to participate in the Georgia Power Electric Transportation Make Ready Grant Program.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SANDY SPRINGS PUBLIC  
FACILITIES AUTHORITY THAT:**

1. Participation in the Georgia Power Electric Transportation Make Ready Program for the new Police and Municipal Court Project is approved; and
2. The General Manager and appreciate City Staff are hereby authorized to take the necessary actions as may be deemed necessary to effectuate the intent of this Resolution, pending the approval by the City Attorney and Treasurer of the City of Sandy Springs Public Facilities Authority.

**SO RESOLVED** this 5<sup>th</sup> day of March 2024.

Approved:

\_\_\_\_\_  
Russell K. Paul, Chairman

Attest:

\_\_\_\_\_  
Raquel D. González, Secretary  
(SEAL)



Date

Project Ref ID:

**Georgia Power Electric Transportation Make Ready Program Customer Proposal Acceptance Letter**

Georgia Power has accepted your application (“Application”) for funding assistance through the Make Ready Program as approved by the Georgia Public Service 2022 Rate Case order in Docket #44280. Acceptance of your application is not a guarantee from Georgia Power that funds are available for your project – qualified projects are funded through the Make Ready Program on a first-come, first-serve basis and available funding is limited.

Subject to Make Ready Program funding availability, Georgia Power will invest in the charging system infrastructure at your facility as defined in your application. Georgia Power will own and maintain the charging infrastructure to support the chargers you select. You will then own, operate, and maintain the chargers to best suit the needs of your facility.

Attached is a copy of the site plan design for your facility located at (the “Property”):

An approved installer from Georgia Power’s network will complete the installation of the Georgia Power owned infrastructure. You understand that the installation of the chargers is not a function of the Make Ready Program and will be done at your cost.

By signing this letter agreement, you agree to the ET Make Ready Infrastructure Program Terms and Conditions (“Terms and Conditions”) and acknowledge and agree that: funding is limited; the chargers will be public-facing (as such term is defined by the Georgia Public Service Commission) or used for the electrification of a public fleet; that the site plan is acceptable; that Georgia Power and its contractors have the right to access the Property to perform any activity related to the Make Ready Program, including, without limitations, periodic maintenance, and repairs of Georgia Power’s charging infrastructure; and you are ready to move forward with the installation of the charging infrastructure and will purchase the chargers upon confirmation that funding is available. If Georgia Power determines that a recorded easement is necessary or appropriate in connection with the installation and/or maintenance, you agree to work with Georgia Power in good faith to execute and deliver such easement for recording. Notwithstanding the foregoing, if an Order or other directive of the Georgia Public Service Commission, or other applicable law or regulation, changes the Make Ready Program in a manner that disqualifies your project, Georgia Power may withdraw its acceptance of your Application upon notice to you.

Once this signed letter agreement is received by Georgia Power, Georgia Power will confirm whether funding is available, and if so, Georgia Power will schedule an onsite preconstruction meeting with necessary parties to determine the project schedule and plan.

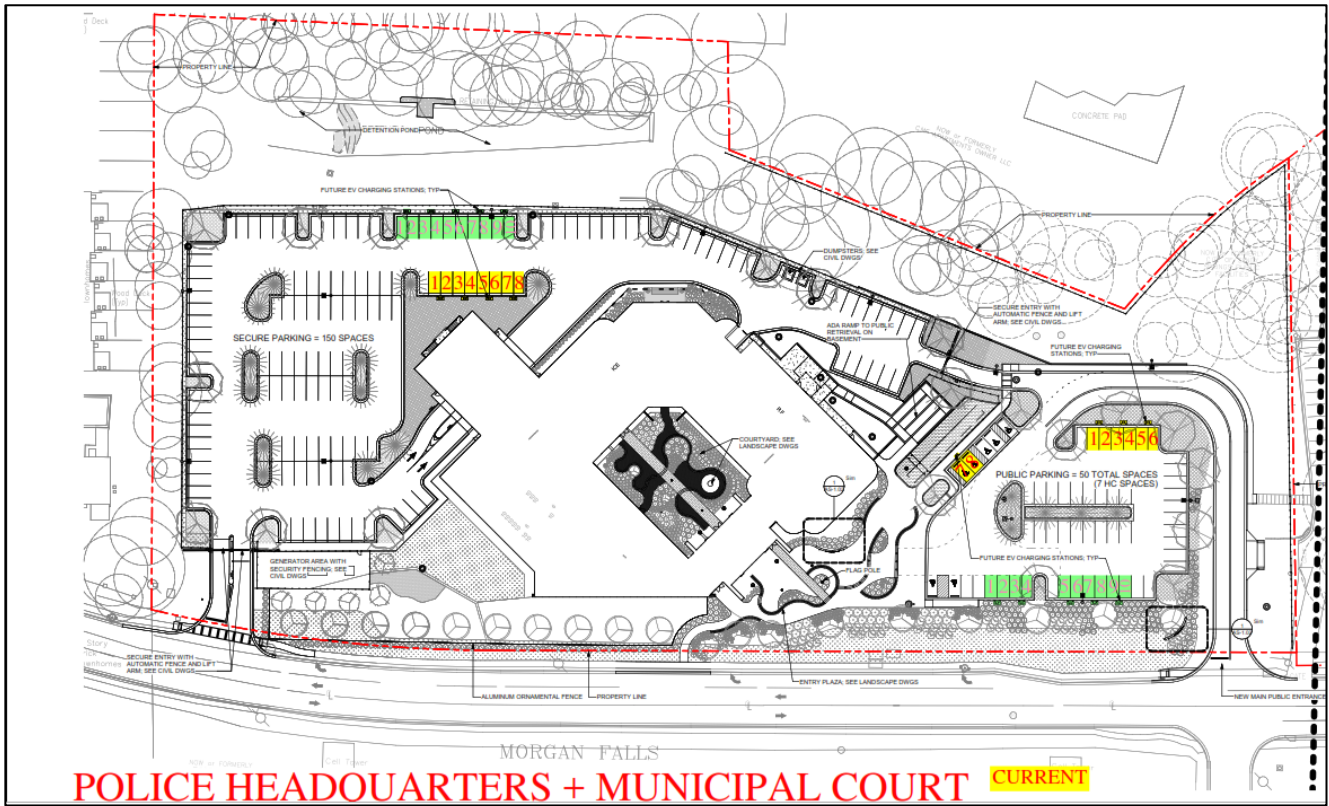
Authorized and Agreed:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email



## ET MAKE READY INFRASTRUCTURE PROGRAM TERMS AND CONDITIONS

THE TERMS AND CONDITIONS SPECIFIED HEREIN (THESE “**TERMS AND CONDITIONS**”) TAKE PRECEDENCE OVER AND SUPERSEDE ANY CONFLICTING OR DIFFERENT TERMS SET FORTH IN ANY NEGOTIATIONS, AGREEMENTS, DISCUSSIONS OR CORRESPONDENCE BETWEEN YOU (THE “**APPLICANT**” OR THE “**PARTICIPANT**”) AND GEORGIA POWER COMPANY (“**GEORGIA POWER**”) REGARDING THE ELECTRIC TRANSPORTATION MAKE READY PROGRAM. THESE TERMS AND CONDITIONS ARE EFFECTIVE AS OF THE DATE THAT PARTICIPANT SIGNS THE ACCEPTANCE LETTER PROVIDED FROM GEORGIA POWER TO PARTICIPANT (“EFFECTIVE DATE”).

1. The Program and Eligibility. With the consent and at the direction of the Georgia Public Service Commission, Georgia Power has created and implemented this Electric Transportation “Make Ready” Program (the “**Program**”) to promote the use of electric vehicles and to gain useful information about the volume and nature of future electricity demand created by electric fleets. The eligibility requirements for the Program are set by the Georgia Public Service Commission. Businesses and other institutions interested in participating the Program must complete an application and be accepted by Georgia Power and funds must be available. For purposes of clarity, Georgia Power’s acceptance of Applicant’s application is not a guarantee that funds are available for the project – qualified projects are funded through the Program on a first-come, first-serve basis and available funding is limited. After Participant’s application is accepted, then Georgia Power will confirm that funding is available to proceed. Each accepted Applicant (“**Participant**”) must agree to these terms and conditions as a prerequisite to inclusion in the Program. Georgia Power reserves the right to refuse service to any applicant that does not meet eligibility requirements or if funding is no longer available. , and Georgia Power may initiate changes to the Program (including eligibility requirements) as necessary to comply with Georgia Public Service Commission directives or other comments, including, without limitation, after your application is accepted and without written notice Georgia Power will endeavor to provide the Participant with advance notice of any such changes that do not affect Participant’s Program eligibility; however, Georgia Power will notify Participant of changes that affect Participant’s eligibility for the Program and, if funding remains available, will allow the Participant to reapply for the Program pursuant to the new eligibility requirements. The Participant acknowledges and agrees to refrain from any participation in this Program, if such participation would serve as a contribution or offset against any federal, state, or local mandate, obligation, or expectation to provide electric transportation equipment or infrastructure.

2. Participant’s Representations and Warranties. The Participant represents and warrants that it has the right to enter into these Terms and Conditions, to grant the permissions contemplated herein (including, without limitation, the access rights contemplated in Section 7 below), and to permit Georgia Power to provide Georgia Power’s Services (as defined in Section 7 below) including, if applicable, express written authority from all Premises owners, and any other person or entity having rights in the Premises (as defined in Section 4 below). Participant further represents and warrants that the ET Infrastructure will be “public facing”, which is defined by the Georgia Public Service Commission as projects that involve infrastructure to support (i) EV charging in public locations (e.g., grocery store parking lots, malls, gas stations and convenience stores), and (ii) the electrification of public fleets (e.g., MARTA, public school buses). By way of further example, public facing projects and public fleets also include the following:

- a. Multi-family dwellings, educational institutions, hospitals and other publicly accessible business locations (including those with membership requirements), provided that electric vehicle chargers at those premises are publicly accessible and open to the general public at the same rate.
- b. Other publicly owned vehicles that are open to and transport members of the general public (e.g., land and sea transportation services); and
- c. Vehicles in service of the public (e.g., police, fire and other governmental uses).

3. Project Plan and Easements. Participant and Georgia Power each understand and acknowledge that the implementation of the Project will be conducted in one or more phases pursuant to a mutually

agreeable project plan (the “**Project Plan**”). Georgia Power will deliver the draft Project Plan to the Participant as soon as practical. The Participant must accept the Project Plan within ten (10) days of receipt.

4. Delivery of the ET Infrastructure. Georgia Power will make reasonable efforts to deliver the secondary electrical infrastructure and associated metering equipment (collectively, the “**ET Infrastructure**”) that Georgia Power deems reasonably necessary to support the Participant’s electric transportation efforts to the address specified in the application (the “**Premises**”). For the avoidance of doubt, ET Infrastructure includes, but is not limited to, secondary electrical infrastructure behind the meter to support electric transportation equipment charging. ET Infrastructure does not include items such as charging devices, painting, branding, stenciling, network, warranty, or maintenance of charging devices.

5. Installation of the ET Infrastructure. Within thirty (30) days of the application date, the Participant must select a third-party installer for the installation of ET Infrastructure from the list of Georgia Power-approved qualified vendors to be delivered to the Participant by Georgia Power. Further, within sixty (60) days of selection of the third-party installer, the Participant must issue a notice to proceed for installation of at least the “**Initial Phase**” of the Project. The ET Infrastructure will be installed at the Premises in the locations identified in the Project Plan, and will be incorporated behind the meter within portions of the Participant’s electrical system. Following installation of the ET Infrastructure, the Participant must continue implementation of any remaining phases of the Project Plan in accordance with the Participant Plan. **Georgia Power retains all rights, title, interest, and ownership in and to the ET Infrastructure.** The Participant will not obtain any ownership or security interest in the ET Infrastructure, nor will the ET Infrastructure be considered a fixture attaching to the Premises.

6. Electric Transportation Data and Information. The Participant acknowledges and agrees that Georgia Power’s collection of data associated with the Project is critical to the evaluation of the Make-Ready Program. The Participant hereby grants Georgia Power unrestricted access and use of all data collected by the ET Infrastructure. The Participant agrees to allow Georgia Power, its agents and representatives to use data gathered as part of the Make-Ready Program for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations.

7. Participant’s Obligations to Cooperate and Grant Permissions. The Participant acknowledges and agrees that Georgia Power may use its own employees or may contract with one or more independent contractors to perform the work contemplated to be performed by Georgia Power in these Terms and Conditions (collectively, “**Georgia Power’s Services**”). The Participant hereby grants to Georgia Power and its contractors, agents, and representatives the right and license to enter the Premises at any time, and from time to time, to perform any activity related to Georgia Power’s Services, including the right to access the Premises with vehicles, equipment, or other tools, to access electrical systems located at the Premises, and to survey, dig, trench, bore or excavate, in order to: (i) construct, install, erect, operate, maintain, repair and replace any distribution wires, poles, cables, conduits, pipes, or other facilities over, under, across, or along the Premises, (ii) install and connect equipment or provide electrical service; (iii) inspect, maintain, test, replace, repair, disconnect, or remove equipment; (iv) install additional equipment or devices on the ET Infrastructure; and (v) conduct any other activity reasonably related to Georgia Power’s Services or the ET Infrastructure. In addition, in the event Georgia Power determines in its reasonable judgment that a recorded easement is necessary or appropriate in connection with Georgia Power’s Services or the ET Infrastructure, Participant hereby acknowledges and agrees that it will work in good faith with Georgia Power to reach agreement on the form of such easement and to thereafter execute and deliver such easement for recording in the property records of the county in which the Premises are located. Each of Georgia Power and Participant agrees to use its best efforts to coordinate and cooperate in connection with all activities under these Terms and Conditions. Georgia Power will use reasonable efforts to provide advance notice to the Customer prior to performing routine maintenance, repairs or replacements of the facilities, taking into account (and the Customer acknowledges and agrees) that Georgia Power is an electric utility and is unable to guarantee that it will provide advance notice prior to every instance of maintenance, repair or replacement.

If the Participant does not grant Georgia Power reasonable access to the Premises, then Georgia Power may deenergize the ET Infrastructure until such access is granted. Georgia Power will work closely with the Participant to minimize unreasonable interference with the Participant's operations at the Premises.

8. Inspections, Testing, and Maintenance. Subject to the provisions of these Terms and Conditions, during the Program, Georgia Power reserves the exclusive right, in its sole discretion, to perform regular inspections, routine maintenance, and other activities related to monitoring, operating, maintaining, or managing of the ET Infrastructure (e.g., meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) (and such activities are included within the definition of "Georgia Power's Services"). Notwithstanding anything herein to the contrary, Georgia Power will perform maintenance on the ET Infrastructure funded through the Make Ready Program for the shorter of the life of the asset or up until the tenth (10<sup>th</sup>) anniversary of the completion of construction. ET Infrastructure may be removed, substituted, or replaced by Georgia Power at any time. The Participant will not be responsible for the cost associated with Georgia Power's Services.

9. Participant's Use of the ET Infrastructure. The Participant agrees to refrain from using, accessing, or operating the ET Infrastructure for any other purpose, including: (i) accessing or operating components of the ET Infrastructure, (ii) connecting, disconnecting, or interrupting electric service to the ET Infrastructure, and (iii) performing any other operational, maintenance, repair, replacement, removal, or similar activities on or to the ET Infrastructure.

10. Costs. Georgia Power will be responsible for any costs associated with the initial installation of the ET Infrastructure and the provision of Georgia Power's Services. Damage to the ET Infrastructure arising from or in connection with the Participant's actions will be covered under Section 13 (Indemnification) of these Terms and Conditions.

11. Safety; Damage to or Destruction of the ET Infrastructure.

a. The Participant must promptly notify Georgia Power when the Participant becomes aware of any unsafe, inoperable, or damaged ET Infrastructure. The Participant is solely responsible for safety of the Premises; the Participant agrees that Georgia Power has no obligation to ensure safety of the Premises and that Georgia Power has no liability for any personal injury, real or personal property damage or loss, or negative impact to the Participant or any third-party that occurs at the Premises.

b. If all or any portion of the ET Infrastructure on the Premises are damaged, burned, or other casualty which materially and adversely affects the operation of the ET Infrastructure (any, a "**Casualty**"), either party will have the right to terminate the Agreement by written notice to the other party within fourteen (14) days after the Casualty, in which event the Agreement will terminate on the date that is ten (10) days after the date of the termination notice, and Georgia Power may elect to remove from the Premises or abandon in place the ET Infrastructure in its sole discretion.

c. WHILE ET INFRASTRUCTURE REMAINS ON THE PARTICIPANT'S PREMISES, THE PARTICIPANT IS SOLELY RESPONSIBLE FOR THE RISK OF ET INFRASTRUCTURE LOSS AND DAMAGE TO ET INFRASTRUCTURE TO THE EXTENT ARISING FROM OR IN CONNECTION WITH THE PARTICIPANT'S ACTIONS. ACCORDINGLY, THE PARTICIPANT WILL REIMBURSE GEORGIA POWER FOR ALL COSTS OF SUCH LOSS OR DAMAGE AS WELL AS THE RELATED COSTS OF ET INFRASTRUCTURE REPAIR, MAINTENANCE, OR REPLACEMENT ARISING FROM THE PARTICIPANT'S ACTIONS.

12. Default. The Participant will be in default of its obligations under these Terms and Conditions, if the Participant: (i) fails to timely fulfill its obligations under these Terms and Conditions; (ii) purports to terminate these Terms and Conditions without proper notice and prior to the end of then-current Term; or (iii) breaches any other material term, warranty, covenant, or representation of these Terms and Conditions. Georgia Power's waiver of a past or concurrent default will not waive any other default. If a default occurs, Georgia Power may: (a) immediately terminate the Participant's inclusion in the Program; or (b) seek any available remedy provided by law. Upon a termination for default by the Participant, the

Participant must pay Georgia Power the costs and expenses for removal of the ET Infrastructure and actual costs for losses incurred by Georgia Power on behalf of its ratepayers, such as prorated costs of ET Infrastructure, site design, and installation.

13. Indemnification. Except where the Participant is a “public employer” as defined by O.C.G.A. § 13-10-91, the Participant must indemnify, hold harmless and defend the Released parties from and against all claims for damages arising in connection with these Terms and Conditions, this Program, or Georgia Power’s Services to the fullest extent permitted by law, except to the extent of Georgia Power’s gross negligence or willful misconduct.

14. Term and Termination. The “**Initial Term**” of these Terms and Conditions expires on the anniversary of the Effective Date. After the Initial Term, these Terms and Conditions will automatically renew on an annual basis for ten (10) years or until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with Section 8 (the Participant Removal or Termination) below) at least ninety (90) days before the desired termination date. The Initial Term and any renewal term are collectively the “**Term**.” If the Participant elects to terminate these Terms and Conditions prior to the ninth (9<sup>th</sup>) renewal term, the Participant must pay Georgia Power an amount equal to value of the ET infrastructure as prorated on a straight-line basis. Notwithstanding the foregoing, if Participant is notified that funding is not available or Program eligibility requirements prevent Participant from participating in the Program after the Effective Date, then these Terms and Conditions shall automatically terminate without further action of the parties and Georgia Power shall have no liability in connection with such termination or with respect to the Participant and the Program.

15. Participant’s Removal or Termination. If the Participant desire to end its participation in the Program or requires removal of the ET Infrastructure or parts thereof prior to the expiration of the Initial Program Term, then the Participant must bear the full cost and sole expense of such removal, site design, and installation, as well as the amounts described in Section 14 above. The Participant may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with such termination or removal request. After the Initial Term, if the Participant requests to terminate these Terms and Conditions pursuant to this Section 15, Georgia Power must deenergize the ET Infrastructure and abandon the conduit in place, and Georgia Power will bear the full cost of such work.

16. Conveyance of the Premises. Should the Participant convey the Premises to a third party prior to expiration of the Initial Term, the Participant is required to assign these Terms and Conditions to the purchasing third party, and the purchasing third party must assume the Participant’s obligations under these Terms and Conditions, on terms reasonably acceptable to Georgia Power. If the Participant does not assign these Terms and Conditions to the purchasing third party or if the purchasing third party does not accept an assignment and assume all obligations under the Agreement, the Participant will be deemed to have terminated these Terms and Conditions prior to the expiration of the Initial Term as contemplated in Sections 12 (Default) and 15 (Participant’s Removal or Termination). In such event, the Participant will bear the full cost and sole expense for removal of the ET Infrastructure, if removed, as well as actual costs, as circumstances may dictate, for losses incurred by Georgia Power on behalf of its ratepayers, such as the depreciated (on a straight-line basis) costs of ET Infrastructure, site design, and installation. The Participant may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with terminating these Terms and Conditions.

17. Public Employer Provisions.

a. If the Participant is a “public employer” as defined by O.C.G.A. § 13-10-91 and these Terms and Conditions are considered a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of these Terms and Conditions and is mandatory. Georgia Power will provide to the Participant a contractor’s affidavit for Georgia Power’s Services as required by O.C.G.A. § 13-10-91. If Georgia Power employs any subcontractor in connection with installation of ET Infrastructure under these Terms and Conditions, Georgia Power also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

b. If the Participant is a “public employer” as defined by O.C.G.A. § 13-10-91, then such Participant will not be obligation to indemnify Georgia Power under Section 13 above. In the case of such public employer Participant, each party will be responsible for its own acts and the results of its acts, except as otherwise described in these Terms and Conditions.

18. DISCLAIMER OF WARRANTIES AND LIMITATION OF THE PARTICIPANT REMEDIES. GEORGIA POWER MAKES NO COVENANT, WARRANTY, OR REPRESENTATION OF ANY KIND (INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT) REGARDING GEORGIA POWER'S SERVICES OR THE ET INFRASTRUCTURE. THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE PARTICIPANT'S REMEDIES UNDER THESE TERMS AND CONDITIONS ARE LIMITED TO ACTUAL AND DIRECT DAMAGES. ACCORDINGLY, THE PARTICIPANT WAIVES ANY RIGHT TO: (A) INDIRECT, REMOTE, CONSEQUENTIAL, INCIDENTAL, TREBLE, PUNITIVE, AND EXEMPLARY DAMAGES, AND (B) DAMAGES RELATED TO LOST PROFITS, LOST REVENUE, AND LOSS OF BUSINESS REPUTATION, REGARDLESS OF WHETHER THE AFOREMENTIONED DAMAGES ARE FORESEEABLE OR UNFORSEEABLE. THE LIMITATION OF REMEDIES IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

19. Notices. All notices and other communications between the Parties must be in writing and will be deemed to have been duly given only when delivered: (a) in person, (b) after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) by a nationally recognized overnight delivery service, or (d) by email (in each case in this clause (d), solely if receipt is confirmed), to the address indicated in the application or to such other address or addresses as either party may from time to time designate in writing in a notice delivered in accordance with this Section 19.

20. No Partnership. This Program must not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor will these Terms and Conditions render Georgia Power and the Participant liable as partners, co-venturers, or principals.

21. Assignment. Except as contemplated in Section 16 above, the Participant may not assign these Terms and Conditions without the prior written consent of Georgia Power. Any assignment by the Participant in violation of this provision will be null and void. Georgia Power may assign these Terms and Conditions to one or more of its affiliates or to any successor to the business or assets of Georgia Power. Subject to the foregoing, these Terms and Conditions will be binding upon and inure to the benefit of the Parties hereto and each such party's respective permitted successors and assigns. Each of Georgia Power's affiliates, successors, and assigns will have full rights to enforce the restrictive covenants set forth in these Terms and Conditions.

22. Compliance with Laws. Each Georgia Power and the Participant must comply with all applicable laws and regulations in its performance of these Terms and Conditions.

23. Governing Law and Jurisdiction. These Terms and Conditions will be governed by and construed in all respects according to the laws of the State of Georgia. In the event of any dispute or claim related to these Terms and Conditions, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in Atlanta, Georgia.

## Electric Transportation Make Ready Program Criteria 2023-2025

*The Make Ready Infrastructure Program was approved in Georgia Power Company's 2022 Rate Case.*

### Make Ready Infrastructure Program

- Designed for chargers being installed that are public facing or part of public fleets serving the public good (defined below). Georgia Power will design, install, own and maintain the behind the meter electrical equipment up to the charger. This includes electrical panels, wires, conduit, etc. Georgia Power's standard line extension policies will be used to access the utility side of the meter upgrades that may be needed. These costs may qualify for Make Ready program funding as well.
- The program requires a minimum of six chargers(ports) for a Level 2 charger or at least one DC fast charger. Anything less will be eligible for the charger rebate program.
- Make Ready program investments will be capped at \$200K per project unless otherwise authorized. A Contribution in Aid of Construction (CIAC) charge to the requesting customer may be required for anything over the cap to cover any difference.
- Future Proofing: Requests to future proof to add chargers at a later date cannot be funded with Make Ready dollars. If desired, the additional costs will need to be funded by the customer.

### Public Facing Defined:

- Public Facing Projects are projects that involve infrastructure to support (i) EV charging in public locations (e.g., grocery store parking lots, malls, gas stations and convenience stores) and (ii) the electrification of public fleets (e.g., MARTA, public school buses). By way of further example, public facing projects and public fleets also include the following:
- Multi-family dwellings, educational institutions, hospitals and other publicly accessible business locations (including those with membership requirements), provided that electric vehicle chargers at those premises are publicly accessible and open to the general public at the same rate.
- Other publicly owned vehicles that are open to and transport members of the general public (e.g., air, land and sea transportation services); and
- Vehicles in service of the public (e.g., police, fire and other governmental uses).

## ET Make Ready Infrastructure Program Segment Qualifications

### Qualifications by Market Segment

- Airports/Seaports: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are not eligible for Make Ready program unless vehicles are publicly owned assets. Ground service/Dock type equipment is not eligible for Make Ready program infrastructure funding unless vehicles are publicly owned. Privately owned fleets are not eligible.
- Commercial/Office: Eligible if the chargers are in an area that property owners agree the general public may access. Restricted access chargers are not eligible for Make Ready program infrastructure funding. Privately owned fleets are not eligible.
- Education: Eligible if the chargers are in an area that the general public may access. Restricted access chargers may be eligible for Make Ready program infrastructure funding to serve public fleets (e.g., passenger buses or publicly owned school or university vehicle fleets). Privately owned fleets are not eligible.
- Federal: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are eligible for Make Ready program infrastructure funding for vehicle fleets as they are publicly owned. Military bases are eligible for Make Ready Infrastructure funding for a charger farm installation on base to serve its residences, work force and fleet.
- Hospitality & Entertainment: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are not eligible for Make Ready program infrastructure funding. Privately owned fleets are not eligible.
- Multi-Family/Condos: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are not eligible for Make Ready program infrastructure funding.
- Municipalities: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are eligible for Make Ready program infrastructure funding to serve publicly owned vehicle fleets (e.g., passenger buses, police, fire and other fleet vehicles).
- Retail: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are not eligible for Make Ready program infrastructure funding. Privately owned fleets are not eligible.
- Transit: Eligible if the chargers are in an area that the general public may access. Restricted access chargers are eligible for Make Ready program infrastructure funding to serve public fleets (e.g., passenger buses). Privately owned fleets are not eligible.

## Make Ready Infrastructure Program Standards 4/10/2023

### Site Design

- Georgia Power Company (“Company”) will always utilize its preferred method of service as a guide to the design.
  - Chargers will be set as close to the transformer as possible.
  - Always pull wire out of transformer and set a panel when possible.
  - When pulling from existing panel, customer must set dedicated breaker to serve the Company-owned panel. The Company will set a Company-owned panel.
  - The Make Ready program will not share services where the Company and the customer own services coming out of the same piece of equipment. There must be a clean point of demarcation of ownership.
- Locks will be put on Company-owned panels.

### Metering

- A project may have a submeter connected by the Company’s installing partner as directed by the Company’s Make Ready project lead.
- All charger electricity usage will be behind an existing revenue meter, or a new meter will be set with the customer needing to call the Company to establish an account.
- Customers may elect to utilize the “Charge It” rate rider for individually metered charging accounts to assist with demand costs.

### New Construction

- *Legislative Mandates*
  - Make Ready program dollars will not pay for the infrastructure to support a city mandated installation through legislation or city ordinances. The program is designed to encourage adoption, not supplement costs of legislatively required investments.
- *Site Plans & Drawings*
  - If the charging infrastructure is already included in site plans and drawings and assigned out to a General Contractor and electrician, it will not be eligible for the Make Ready program. To qualify, the charging infrastructure would need to be separated from the project so that it is not getting paid for multiple times.

### Installer Network

- The Company has a group of approved installers that will be used to install Company-owned infrastructure. The installer assigned to the project will be assigned at the Company’s discretion. Customers do not get to choose their installer for the Georgia Power infrastructure installation. Customers may choose whomever they wish to acquire, install, energize, and operate the chargers.

## Car Dealerships

- Car dealerships may participate in the Make Ready program if the chargers being installed are for public use. The Make Ready program will not support chargers being installed in service bays or behind a fence. There is an approved dealership design that will qualify for the Make Ready program so that all dealerships have the same offering.

## Convenience Stores

- Convenience stores may participate in the Make Ready program if the chargers being installed are for public use. There is an approved convenience store design that will qualify for the Make Ready program so that all convenience store have the same offering.

## Parking Decks

- We will serve parking decks with the Company's preferred method of service and select a location nearest the transformer and build out a charger farm of level II chargers or a single DC fast charger. There will be no Make Ready program funding used to take wire to individual spaces around a deck.
- Any coring of holes through the deck structure will require the customer to have a structural engineer sign off on the impacts to the deck.

## Multi Family Standards

- The Company's preferred method of service for any apartment/condo complex is to build out centralized charger farms versus individual spaces. These charger farms should be located at the front of the property near leasing office where the general public can access.

## Multi-site Customers

- For customers with multiple site location requests, the Company will work only one location at a time. Locations should be prioritized and applied for in order of preference. No more than five should be entered at one time. Once the first project is under construction, the next may begin going through the design process. This allows more participation among customers.

## Utility Side Expansions

- *Utility owned Power Delivery Systems*
  - Georgia Power standard [line extension policies](#) will be used to access the utility upgrades that may be needed to support the added capacity needs. In cases where a customer contribution is required for additional Company facilities, these costs may or may not qualify for Make Ready program funding depending on the overall project cost and customer's energy rate.
- *Customer Owned Distribution Systems*
  - If required, the customer will cover all costs of traditional distribution upgrades to their customer-owned system. The Company will not mix ownership of distribution equipment on a campus.

- The Company will still own the Make Ready infrastructure such as panels, wires, and conduit between the customer's distribution system and the customer's charger.

#### **Easements**

- Easements are required at the Company's discretion. Site hosts for charging company projects that may be approved will require an easement. Georgia Power will hold the easement as the Company will own the infrastructure equipment on a customer's property.

#### **EV Charging Provider Companies**

- To be eligible for Make Ready program dollars, the charging provider must submit a signed agreement from the site host indicating approval to operate on the site host's premises and to grant an easement to the Company for its facilities installed through the Make Ready program.
- Infrastructure installed through the Make Ready program is owned and maintained by the Company, and as such, the Company will select the installer for the Make Ready infrastructure. The charging company may choose their own installers to install and energize the chargers.
- The Company will have final approval of the design to serve the chargers.
- The charging company will include the site host in any conversations being held with that relates to the installation of the system.
- The charging company will apply for new service for this metered account.
- The charging company may not charge a different rate for members versus non-members.

#### **Additional Funding through Federal Programs**

- If participating in additional funding programs through sources such as governmental grants, Make Ready program funding may be available as long as the application meets the program qualifications, there is no mixed ownership of the infrastructure, and the Make Ready program funding complements the other funding received by the applicant.