

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE CHIEF FINANCIAL OFFICER TO REFUND THIRTEEN THOUSAND NINE HUNDRED TWENTY-FOUR DOLLARS AND EIGHTY-EIGHT CENTS (\$13,924.88) TO FIDELITY INVESTMENTS INSTITUTIONAL SERVICE COMPANY, INC. FOR THE PURPOSE OF REIMBURSING OVERPAYMENT OF 2010, 2011, 2012 BUSINESS LICENSE FEES; ALL FUNDS TO BE CHARGED TO AND PAID FROM 1001 - GENERAL FUND; 100501 - REVENUE AND COLLECTIONS ADMINISTRATION; 5730012 - REFUNDS; 1515000- TREASURY; AND FOR OTHER PURPOSES.

WHEREAS, Fidelity Investments Institutional Service Company, Inc. paid its 2010, 2011 and 2012 business taxes to the City of Atlanta's Department of Finance (the "Department") totaling the amount of Thirteen Thousand Nine Hundred Twenty-Four Dollars and Eighty-Eight Cents (\$13,924.88) for its business located 950 East Paces Ferry Rd, NE Atlanta, Georgia 30326; and

WHEREAS, Fidelity Institutional Service Company, Inc., has submitted supporting documentation to the Department's Office of Revenue to make necessary adjustments to the business licensing system; and

WHEREAS, the Office of Revenue investigated the claim and has determined that Fidelity Investments Institutional Service Company is entitled to a refund in the amount of \$13,924.88.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES, that the Chief Financial Officer is hereby authorized to issue a refund to Fidelity Institutional Service Company, Inc. in the Thirteen Thousand Nine Hundred Twenty-Four Dollars and Eighty-Eight Cents (\$13,924.88) for refund of overpayment of business license fees resulting from reduction of the number of employees.

BE IT FURTHER RESOLVED, that said refund shall be charged to and paid from 1001 - General Fund; 100501 - Revenue and Collections Administration; 5730012 - Refunds; 1515000- Treasury



82 Devonshire Street, Mail Zone F3B, Boston, MA 02109
Phone: 617-563-7904 Fax: 617-850-8988
collin.bardowell@fmr.com

January 24, 2013

Sabir Muhammad
Business Tax Supervisor
City of Atlanta
Office of Revenue
55 Trinity Avenue, SW
Suite 1350
Atlanta, GA 30303

**RE: Fidelity Investments Institutional Service Company, Inc.
Certificate Number: 014859LGB
Federal ID: 04-2882358**

Dear Mr. Muhammad:

We are writing to request a refund in the amount of \$13,747.97 for Fidelity Investments Institutional Service Company, Inc. (Taxpayer ID: 04-2882358) (the "Taxpayer").

As of March 2009, the employees of the Taxpayer were transferred to Fidelity Brokerage Services, LLC located at the following address:

5 Concourse Parkway, Suite 850
Atlanta, GA 30328

The following is a breakdown of the refund by year. We have also provided copies of the front & back of the cashed checks which were cashed.

	<u>Check Amount</u>	<u>Refund Amount</u>
2009:	\$3,459.00	\$2,594.25 (prorated for 9 months) - Pd. \$3,459.00
2010:	\$4,166.63	\$4,166.63 - 3/9/2011
2011:	\$7,164.00	\$7,164.00 - Pd - 3/9/2012
Total	\$14,789.63	\$13,924.88

Should you have any questions, please do not hesitate to contact me at (617) 563-7904.

Sincerely,

Collin Bardowell
Tax Analyst

Enclosures

Refund Claim Calendar

YEAR	REQUEST DATE	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC
2013	15-03-2013	*1											
2012		13	12	11	10	9	8	7	6	5	4	3	2
2011		25	24	23	22	21	20	19	18	17	16	15	14
			36	**35	34	33	32	31	30	29	28	27	26

Refund claim request month

month of Payment

LA244

BUSINESS LICENSE INFORMATION SYSTEM
BILLING

DATE: 10/28/13
TIME: 10:28:45

BILL/ACCOUNT SUMMARY INQUIRY

LICENSE/TAX NO.: 014859 LGB BUSINESS NAME: FIDELITY INV INST SERV CO INC
ACCOUNT STATUS: R C START DATE: 1987-01-01 END DATE:
LOCATION ADDRESS: 950 E PACES FERRY RD NE
ATLANTA GA 30326 -

COMPONENT INFORMATION	BILL NO	BILL DATE	BILL DUE DATE	BALANCE DUE
RPT. DATE: 2011-01-01	NO	DATE	DATE	DUE 7/8/9
FILE DATE: 2012-02-15	-----	-----	-----	-----
COMP. NO.: 001335319	1290996	2013-10-25	2013-12-01	-\$14,789.83
COMP. TYPE: DAT				
CLASS: 7				
SIC CODE: 6211	REMIT	REMT RELATED	DATE	REMIT
SIC DESC: SECURITY & COMM	NO	TYPE REMIT NO	ENTERED	AMOUNT 10/11
NO. EMPLS.: 1	-----	-----	-----	-----
VOLUME: \$0.00	741746	PAY	741746 2012-03-19	-\$7164.00
4/5				
	CURRENT ACCOUNT BALANCE = -\$14,789.83			

- 1=HELP 2= 3=PREV SCRN 4=COMP FRWD 5=COMP BKWD 6=MEMO LOG
- 7=BILL FRWD 8=BILL BKWD 9=DSPLY BILL 10=REMT FRWD 11=REMT Bkwd 12=PREV MENU



Fidelity Corporate Services
82 Devonshire Street
Boston, MA 02109-3614

The Bank of New York Mellon
Boston, MA 02108

*Fidelity Investments
Institutional Services*

FEIN: 04-2882358

014831 ⁴⁴⁶ 53-292113

CHECK NO. 5991761

DATE: 02/03/2010

NOT VALID AFTER 90 DAYS
Fidelity Corporate Services Incorporated

PAY Three Thousand Four Hundred Fifty-Nine Dollars And 00 Cents

~~*****~~ \$3,459.00

TO THE ORDER OF
CITY OF ATLANTA
P.O. BOX 268
ATLANTA, LA 71404

By Aron Scherer
TREASURER

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER.

⑈0005991761⑈ ⑈011302920⑈ ⑈002917⑈

LA244

BUSINESS LICENSE INFORMATION SYSTEM

DATE: 10/24/13

BILLING

TIME: 17:08:55

BILL/ACCOUNT SUMMARY INQUIRY

LICENSE/TAX NO.: 014859 LGB BUSINESS NAME: FIDELITY INV INST SERV CO INC
ACCOUNT STATUS: F C START DATE: 1987-01-01 END DATE:
LOCATION ADDRESS: 950 E PACES FERRY RD NE
 ATLANTA GA 30326 -

COMPONENT INFORMATION	BILL NO	BILL DATE	BILL DUE DATE	BALANCE DUE 7/8/9
RPT. DATE: 2012-01-01	NO			
FILE DATE: 2012-03-01	-----	-----	-----	-----
COMP. NO.: 001266914	1226085	2012-11-27	2013-01-01	-\$6,063.46
COMP. TYPE: FIN				
CLASS: 7				
SIC CODE: 6211	REMIT	REMT RELATED	DATE	REMIT
SIC DESC: SECURITY & COMM	NO	TYPE REMIT NO	ENTERED	AMOUNT 10/11
NO. EMPLS.: 1	-----	-----	-----	-----
VOLUME: \$0.00	741746	PAY 741746	2012-03-19	-\$7164.00
4/5				
	CURRENT ACCOUNT BALANCE =			-\$6,063.46

- 1=HELP 2= 3=PREV SCRN 4=COMP FRWD 5=COMP BKWD 6=MEMO LOG
7=BILL FRWD 8=BILL BKWD 9=DSPLY BILL 10=REMT FRWD 11=REMT Bkwd 12=PREV MENU



Fidelity Corporate Services
82 Devonshire Street
Boston, MA 02108-3614

53-292/113

The Bank of New York Mellon
Boston, MA 02108

CHECK NO. 6164978

DATE: 02/22/2012

FEIN: 04-2882358
ACCOUNT: 014859 LGB

NOT VALID AFTER 90 DAYS
Fidelity Corporate Services Incorporated

PAY Seven Thousand One Hundred Sixty-Four Dollars And 00 Cents

\$7,164.00

TO THE ORDER OF CITY OF ATLANTA
P.O. BOX 268
ATLANTA, LA 71404

By *[Signature]*
TREASURER

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⑈0006664976⑈ ⑆011302920⑆ ⑈002917⑈

Back Image

* P1847671

PAY TO THE ORDER OF
Wells Fargo Bank, N.A.
All-Prior Endorsements
PAY Guaranteed For
ANY BANKING OF Atlanta
City of Atlanta
2800035309651
MAR 20 2012

EX-OFFICIO
MUNICIPAL REVENUE COLLECTOR
CITY OF ATLANTA, GEORGIA

ATLANTA, GEORGIA

PAY TO THE ORDER OF
Wells Fargo Bank, N.A.
All-Prior-Endorsements
Guaranteed For
City of Atlanta
City of Atlanta
200903536955

L J N J * WRITE OR SIGN BELOW THIS LINE

THIS AREA WILL BE VOID IF ANY PART
ACTUALLY HOLED BY THE ISSUER. J.H.B.

PAY TO THE ORDER OF
ANY BANK OR TRUST COMPANY
ATLANTA, GA

MAR 10 2011

CITY OFFICE
Municipal Revenue Control Division
CITY OF ATLANTA, GEORGIA

T2059811

Fidelity Corporate Services
82 Devonshire Street
Boston, MA 02109-3814

Fidelity
The Bank of New York Mellon
Boston, MA 02109

Fidelity Investment
Institutional SVS
FEIN: 04-2882358

PAY Four Thousand One Hundred Sixty-Six Dollars And 63 Cents

TO THE
ORDER OF
CITY OF ATLANTA
P.O. BOX 208
ATLANTA, LA 71404
account # 0148591613

CHECK NO. 6080245
DATE: 02/09/2011
NOT VALID AFTER 90 DAYS
Fidelity Corporate Services Incorporated

www.fidelity.com \$4,166.63

BY *Shawn A. DeWitt*
TREASURER

#0006080245# #02429220# #002917#

LEGISLATIVE COUNSEL REQUEST FOR LEGISLATION

For Legislative Counsel Use Only

_____ Date Received _____ Complete _____ Incomplete (Date returned: _____)

_____ Date of Department Consultation _____ Date of Finance Department Consultation

Commissioner Notified: ___ Yes ___ No If No, Why? _____

Legislation Required
___ Yes ___ No

Legislation Type
___ Resolution ___ Ordinance

Amends the Code
___ Yes ___ No

Blueback Prepared
___ Yes ___ No

Commissioner Signature _____

Council Members Only:

Authority to speak to Subject Matter Attorney ___ Yes ___ No
Authority to speak to Department ___ Yes ___ No

Date Submitted: 03.04.14

Department Submitting Request: Finance

Person Submitting Request: Yolanda McCrory Extension: 8409

Bureau/Division Manager: Gary Donaldson Extension: 1985

Requesting preliminary meeting with Legislative Counsel attorney? Yes No

Subject Matter of the Meeting _____

Cycle Number/Requested Full Council Date (not earlier than 4 weeks from date of submission):
asap

If this must be submitted to Council in fewer than 4 weeks explain why. Please identify consequences if legislation is not submitted for requested cycle. All non-conforming requests must have Commissioner approval.

LEGISLATIVE COUNSEL REQUEST FOR LEGISLATION

Part I: Legislative Request Form:

Instructions: Please answer all questions fully before submitting. Attach additional pages if necessary. All requests for legislation must have approval of a manager prior to submission. All incomplete requests will be returned. Send request via electronic mail to Legislative Counsel. No hard copies will be accepted. Please refer to attached deadlines for the relevant Chief of Staff submission guidelines.

1. What is the purpose of this legislation? (check one)

- Accept a grant or donation
 - Amend budget
 - Amend Code of Ordinances
 - Amend Contract
 - Anticipate funds
 - Appropriate funds
 - Apply for a grant or donation
 - Authorize/renew Contract
 - Fines/penalties
 - Human Resources related
 - Make a purchase
 - New project
 - Procuring goods
 - Procuring services
 - Other, please explain Resolution to refund overpayment of Business License Fee
- Please describe in detail the purpose of your legislation? The purpose of this legislation is to authorize CFO to process refund to Fidelity Investment for overpayment of Business License fees in the amount of \$13,924.88.
-
- If this legislation is to award/amend/renew a contract, please provide the following:
Expiration date of contract:
Contract Term (months/yr): n/a

2. Please describe why legislation is required rather than administrative action by the Department (please cite any relevant code sections or internal policies).

All Refunds greater than \$5,000 must be approved by the Atlanta City Council and the Mayor pursuant to the Procurement and Real Estate Code of the Atlanta City Code of Ordinances.

3. If there is an existing process, will this legislation impact that process? How?

NA

**LEGISLATIVE COUNSEL
REQUEST FOR LEGISLATION**

4. Please explain and estimate any financial impact on the City or your Department.

- Will the City need to appropriate or transfer funds to accomplish this purpose?
NO
- Has this purpose already been set forth in the budget?
YES
- Will there be a fee or charge assessed by the City?
- o If so, how much? NO
 - o How was the fee or charge determined? NA
- What FAC #'s are needed for this legislation? Also, please provide the associated amounts.
- Funds will be charged as follows: 1001 – General Fund; 100501- DOF Revenue & Collections; 5730012 – Refunds; 1515000 - Treasury in the amount of \$13,924.88
-
- Is a grant required for this legislation? Yes No
- If so, is a matching grant required? Yes No
- Will there be an increase or decrease in personnel? NO
- o Has HR been made aware of the need for personnel changes? Yes No
If so, who is the contact person? _____ at extension _____
 - o Will positions be created or abolished? NO
- Will additional resources be required to achieve this purpose? NO
- o If yes, what are those resources?
 - o Has the Department estimated the cost of those resources?
- Will revenue be generated for the City? NO

**LEGISLATIVE COUNSEL
REQUEST FOR LEGISLATION**

5. If there has been previous or similar legislation, please describe and cite the relevant legislation (e.g., 04-R-0001). Resolution 12-R-0576 authorizes refund of Business License Fees
6. Is this a computer/technology purchase? Yes No
If so, please forward ISR (Information System Hardware/Software Request) along with a copy of this Legislative Request Form via inter-office mail to: Legislative Counsel, Suite 4100, Law Department.

Please forward any additional pertinent or supporting documents (e.g. contracts, exhibits, requisitions, copies of any old ordinances/resolutions pertaining to this issue, etc.) along with a copy of this Legislative Request Form and legislative white paper via email to legislative_counsel or via inter-office mail to: Legislative Counsel, Suite 4100, Law Department.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview:

Caption:

Council Meeting Date:

Requesting Dept.:

B. To be completed by the department :

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

□ The purpose of this legislation is to authorize CFO to process refund to Fidelity Investments Institutional Service Company, Inc for overpayment of Business License fees in the amount of \$13,924.88

2. Please provide background information regarding this legislation.

Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.

On January 24, 2013, the City received notice from the Tax Analyst for Fidelity Investments Institutional Service Company, Inc. requesting a refund for business license fees paid for the years 2010, 2011, and 2012. The customer informed the City that the employees of this company were transferred to Fidelity Brokerage Services, LLC. The Senior Business License Investigator for the City of Atlanta has confirmed the allegations reported in the notification.

3. If Applicable/Known:

(a) Contract Type (e.g. Professional Services, Construction Agreement, etc):

(b) Source Selection: |

(c) Bids/Proposals Due:

(d) Invitations Issued:

(e) Number of Bids:

(f) Proposals Received:

(g) Bidders/Proponents:

(h) Term of Contract:

4. Fund Account Center:

5. Source of Funds: *Example: Local Assistance Grant*

6. **Fiscal Impact:** Funds will be charged to 1001 - General Fund; 100501 - DOF Revenue & Collections; 5730012 - Refunds; 1515000 - Treasury in the amount of \$13,924.88.. Funds are available for this disbursement

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. Method of Cost Recovery:

Examples:

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.*
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.*

This Legislative Request Form Was Prepared By: Yolanda McCrory

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Denise Quarles

Contact Number: 404-865-8717

Originating Department: EXE - Sustainability

Committee(s) of Purview: Finance / Executive

Chief of Staff Deadline: 03/07/2014

Anticipated Committee Meeting Date(s): 03/26/2014

Anticipated Full Council Date: 04/21/2014

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Financial Officer: [Signature]

Chief Information Officer Signature (for IT Procurements): N/A

Chief Procurement Officer Signature: [Signature]

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A LEASE AGREEMENT WITH [SUCCESSFUL PROPONENT] FOR CERTAIN CITY-OWNED PROPERTIES TO ALLOW [SUCCESSFUL PROPONENT] TO INSTALL, OPERATE AND MAINTAIN SOLAR PANELS FOR THE GENERATION OF RENEWABLE ENERGY; ALL REVENUE FROM SAID LEASE SHALL BE DEPOSITED INTO THE ACCOUNTS SET FORTH HEREIN; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO: _____ (date)

Received by LC from CPO: _____ (date)

Received by Mayor's Office: Janice Osei 3/14/14 (date)

Reviewed by: [Signature] (date)

Submitted to Council: _____ (date)

Attachment: Transmittal Form (14-R-3383 : Authorization for Solar Farm Lease - SUSTAINABILITY)

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A LEASE AGREEMENT WITH [SUCCESSFUL PROPONENT] FOR CERTAIN CITY-OWNED PROPERTIES TO ALLOW [SUCCESSFUL PROPONENT] TO INSTALL, OPERATE AND MAINTAIN SOLAR PANELS FOR THE GENERATION OF RENEWABLE ENERGY; ALL REVENUE FROM SAID LEASE SHALL BE DEPOSITED INTO THE ACCOUNTS SET FORTH HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) owns certain properties located within the City, commonly known as the Cascade Road Landfill, the Key Road Landfill, and the Gun Club Road Landfill, being more particularly described on Exhibit “A,” which is attached hereto and incorporated herein (“Proposed Leased Areas”); and

WHEREAS, by leasing the Proposed Leased Areas, the City can generate a stream of revenue, reduce greenhouse gas emissions, improve air quality, help distribute the generation of renewable energy, increase the reliability of the energy grid, and create an opportunity for local business development in the City; and

WHEREAS, Section 2-1547(a)(1) of the City Code of Ordinances allows the City to lease City-owned property if the sale of the property is not in the best interest of the City and the property is not currently being used by the City; and

WHEREAS, the physical condition of the Proposed Leased Areas is such that the return on any sale of the Proposed Leased Areas is likely to be minimal, particularly relative to the benefits that are expected to accrue to the Proposed Lease Areas and to the City as a whole as a result of the increase of renewable energy generation and economic development; and

WHEREAS, the Proposed Leased Areas are closed landfills that no longer accept deposits of waste and it is not necessary for the City to keep the surface of the Proposed Leased Areas in their current undeveloped conditions in order for the City to fulfill its continuing obligations to maintain the Proposed Leased Areas in accordance with its landfill permits and all other applicable laws; and

WHEREAS, the Commissioner of the Department of Public Works recognizes the benefit of leasing underused City-owned properties for the purpose of allowing the installation, operation and maintenance of solar panels thereon for the generation of renewable energy; and

WHEREAS, the City has identified the Proposed Leased Areas as suitable locations to construct solar panels and to harvest solar energy because these are underused un-shaded areas; and

WHEREAS, the City advertised for FC-7272, Land Lease for Solar Generating Projects, on behalf of the Department of Public Works, in accordance with Section 2-1547(f) of the City Code of Ordinances; and

Attachment: Proposed Legislation, Exhibits A and B (14-R-3383 : Authorization for Solar Farm Lease - SUSTAINABILITY)

WHEREAS, the Commissioner of the Department of Public Works and the Chief Procurement Officer recommend that FC-7272, Land Lease for Solar Generating Projects, be awarded to [SUCCESSFUL PROPONENT], the most responsible and responsive offeror, for the lease price of \$##### (\$ _____) per year.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his authorized designee, is authorized to negotiate and enter into a lease agreement with [SUCCESSFUL PROPONENT] for the purpose of leasing the Proposed Lease Areas to install, operate and maintain solar panels for the generation of renewable energy, said lease to be substantially similar to the lease attached hereto as Exhibit "B" (the "Proposed Lease");

BE IT FURTHER RESOLVED, that the term of the lease will be for twenty (20) years with one (1) five (5) year renewal option to be exercised at the City's sole discretion;

BE IT FURTHER RESOLVED, that under the terms of the Proposed Lease, [SUCCESSFUL PROPONENT] will cover all costs and expenses of designing, installing, maintaining, operating, and replacing the solar photovoltaic panels for the farming of solar electricity at the Proposed Leased Areas for the duration of the lease;

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare all appropriate documents for execution by the Mayor, or his authorized designee;

BE IT FURTHER RESOLVED, that the lease will not become binding on the City and the City will incur no obligation or liability under it until it has been approved as to form by the City Attorney, executed by the Mayor, attested to by the Municipal Clerk and delivered to [SUCCESSFUL PROPONENT];

BE IT FURTHER RESOLVED, that all revenue generated from the lease of the Proposed Lease Area shall be deposited into the following Account: 5401 (Solid Waste Services Revenue Fund) 000002 (Revenue Department) 3442707 (Miscellaneous Other Revenue) (5401.000002.3442707); and

BE IT FINALLY RESOLVED, all resolutions and parts of resolutions that are in conflict with the provisions of this resolution are waived to the extent of the conflict.

Attachment: Proposed Legislation, Exhibits A and B (14-R-3383 : Authorization for Solar Farm Lease - SUSTAINABILITY)

EXHIBIT A

GUN CLUB ROAD LANDFILL

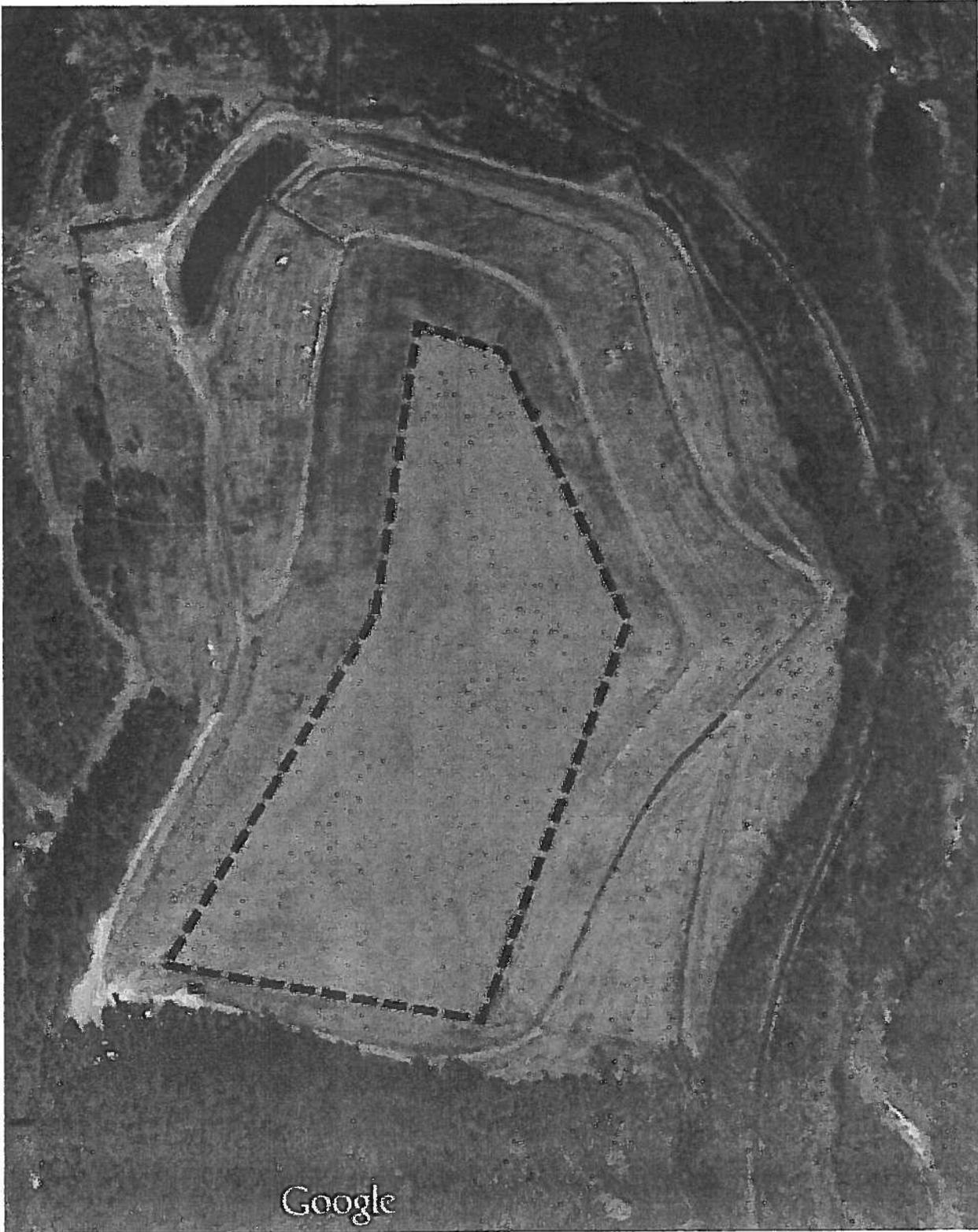
Address: 1401 Gun Club Road Atlanta, GA 30018



Attachment: Proposed Legislation, Exhibits A and B (14-R-3383 : Authorization for Solar Farm Lease - SUSTAINABILITY)

CASCADE ROAD LANDFILL

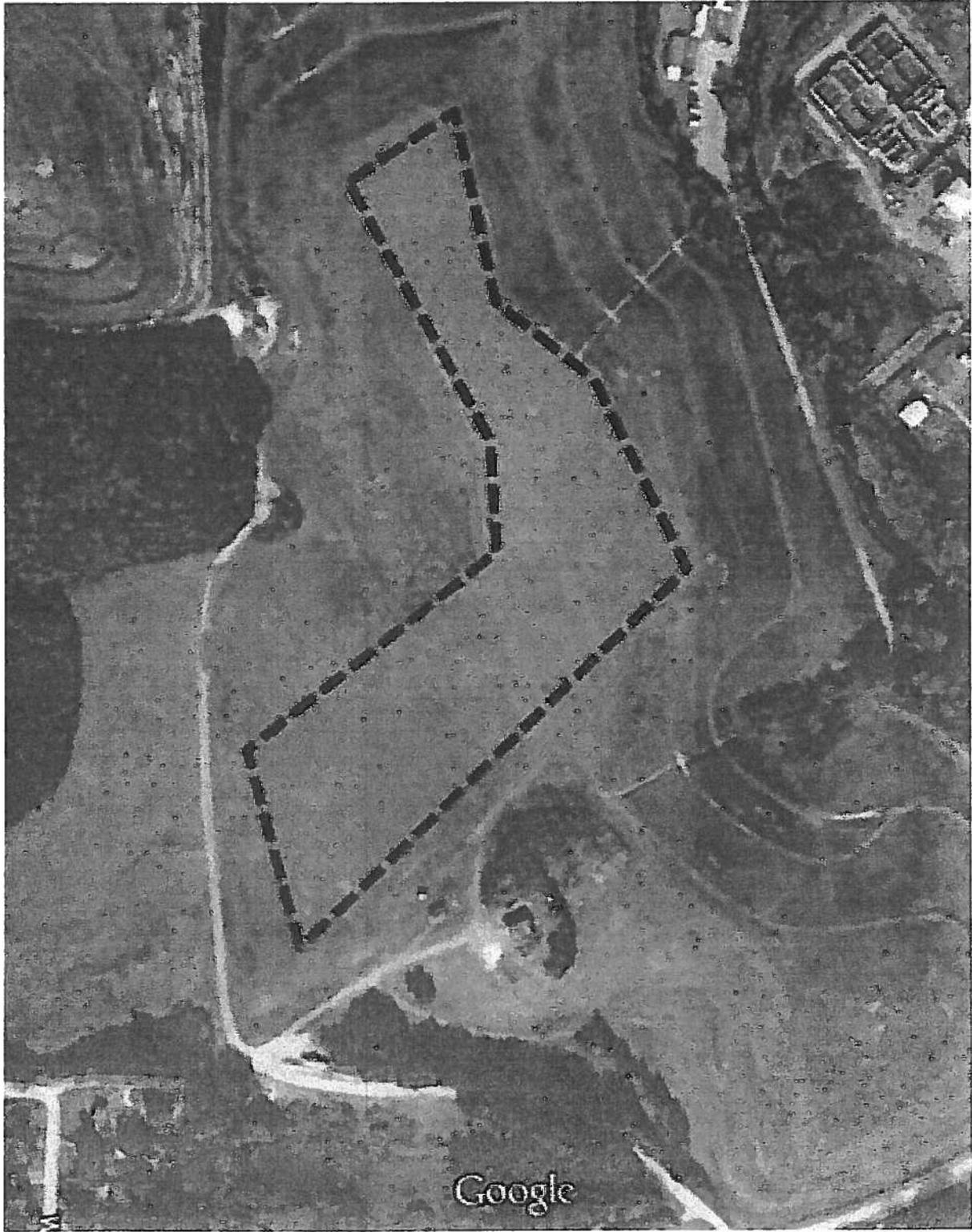
Address: 4047 Cascade Road, GA 30331



Attachment: Proposed Legislation, Exhibits A and B (14-R-3383 : Authorization for Solar Farm Lease - SUSTAINABILITY)

KEY ROAD LANDFILL

Address: 1500 Key Road, Atlanta, GA 30316



Attachment: Proposed Legislation, Exhibits A and B (14-R-3383 : Authorization for Solar Farm Lease - SUSTAINABILITY)

EXHIBIT B

DRAFT for LANDFILLS

LEASE AGREEMENT FOR A CITY OF ATLANTA LANDFILL PROPERTY

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2014 ("Effective Date"), by and between the CITY OF ATLANTA, a political subdivision of the State of Georgia ("Atlanta" or "Lessor") and _____ ("_____" or "Lessee"), collectively Lessee and Lessor are referred to as the "Parties."

BACKGROUND

Atlanta owns certain property located in LL _____ of the ____ District of Fulton County, Georgia, having a tax identification number in Fulton County of _____ ("Property"). The Property is used to operate and maintain a landfill, known as the "_____" Atlanta desires to lease the Property to _____ for the purpose of installing solar panels for the generation of electricity to sell to the Georgia Power Company in accordance with the terms and conditions described below.

NOW THEREFORE in consideration of the mutual covenants contained herein as well as other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Authority.** Lessor and Lessee have the authority to enter into and perform the terms and conditions of this Lease pursuant to the legislative authority granted by the governing body of the Lessor and Lessee, which legislative authority of Lessor is attached as **Exhibit A**.
2. **Term.** The term of this Lease shall be for twenty (20) years commencing on the Effective Date of this Lease, subject to the termination provision contained in Section 10, below. At the end of such term, Lessor and Lessee may agree to renew the Lease for an additional five (5) year term.
3. **Rent.** Lessee shall pay Lessor a fee of _____ (\$_____) annually for the use of the Property payable in equal monthly installments of _____ (\$_____).
4. **Use of Property.**

4.1 Lessor hereby grants Lessee the right to use the Property in accordance with the terms and conditions of this Agreement. Lessee shall maintain the Property in its current state and maintain the integrity of the landfill cap under and around the solar panels. All uses of the Property shall not compromise the integrity of the land on which the solar panels are built. Lessor reserves the right to require Lessee to remove any portion of the solar panels that may interfere with Lessor's intended use of the Property.

4.2 Lessee shall comply with a minimum capacity of 800 kW on the Property and shall submit a monthly operational report, the format and content to be approved by the City, in soft copy. Lessor may audit the operational report, subject to the provisions contained in Section 6, and may ask the Lessee to submit the operational report in hard copy at its discretion.

4.3 No improvements, other than the solar panels, shall be permitted on the Property without the express written consent of Lessor, provided that Lessee may be permitted to repair and/or improve the solar panels to a safe and workable condition, free and clear of any defects. Lessee shall be solely

DRAFT for LANDFILLS

LEASE AGREEMENT FOR A CITY OF ATLANTA LANDFILL PROPERTY

responsible for the maintenance and security of such solar panels and shall remove such solar panels upon the termination of this Lease.

4.4 Use of Property shall not include any land disturbing activities, using mechanized or other equipment that would require a land disturbance permit. All activity by Lessee on the Property shall be consistent with and shall not interfere with Lessor's intended use of the Property.

4.5 Lessor expressly reserves all rights and interests to its ownership of the Property and superior use of the Property for its intended use and in no way relinquishes such interest by way of this Lease. Lessee expressly acknowledges that the permissions granted in this Lease are expressly conditioned and subject to Lessor's interest and uses of the Property.

4.6 Lessee shall comply with all applicable state, local and federal laws, regulations, policies and procedures in its use of the Property. Lessee is responsible for obtaining all necessary permits, inspections and documentation for installation, operation, and maintenance.

4.7 Lessee shall be responsible for all expenses for the design, installation, maintenance, and replacement of solar panels for the farming of solar electricity, according to this Lease. Lessee is responsible for delivering, assembling, installing, operating and maintaining the solar panels on the Property in accordance with Lessee's Operations and Maintenance plan, which is attached hereto and incorporated herein as **Exhibit B**.

4.8 Under no circumstances shall Lessee knowingly permit illegal activity to occur in conjunction with the use of the Property.

5. **Employees.** Any personnel employed by, volunteering on behalf of, or contracted with by Lessee shall be deemed "employees," "volunteers" or independent contractors respectively of Lessee, and shall not be deemed employees or volunteers of Lessor.

6. **Records, Audit and Inspection.** Lessee shall maintain records and accounts in direct connection with the performance of this Lease for a period of three (3) years from the expiration or termination of this Lease. Lessor and its designated agents and representatives shall have the right to examine and copy such records and accounts at all reasonable times, with advance notification, and such right shall survive for up to three (3) years following the expiration or termination of this Lease. Lessor further shall have the right to access and inspect the Property at any time and without notice for the purpose of ensuring compliance with this Lease.

7. **Benefits to the Parties.** Lessor acknowledges and the Parties agree that the use of the Property, as contemplated by this Lease, will substantially benefit Lessor through Lessee's use of the Property to generate electricity from a renewable resource thereby reducing greenhouse gas emissions and improving air quality.

8. **As-is.** Lessor shall tender the Property for Lessee's use in an "as-is" condition. Lessor shall not be responsible for any improvements to the Property that Lessee may deem necessary for Lessee's use of the Property.

9. **Insurance, Bonding and Indemnification.**

DRAFT for LANDFILLS

LEASE AGREEMENT FOR A CITY OF ATLANTA LANDFILL PROPERTY

9.1 Lessee shall provide the insurance and bonding deemed necessary by Lessor's Office of Enterprise Risk Management as further described in the Insurance and Bonding Requirements attached hereto and incorporated herein as **Exhibit C**;

9.2 Lessee shall agree to defend, indemnify and hold harmless Lessor, its agents, successors and assigns from and against any and all demands, claims, payments, obligations, actions or causes of action, losses, damages, penalties, fines, liabilities, costs and expenses, including without limitation, all claims, loss and damage arising from any property damage, injury or claim of injury to, or death of, any person arising from the use of the Property. In addition, Lessee agrees to obtain the same indemnification from any independent contractors operating the Property on its behalf in favor of Lessor.

10. Termination. This Lease shall terminate in the event any material breach of this Lease is not cured by Lessee within thirty (30) days following receipt of notice from Lessor of such breach. Lessor may terminate this Lease for convenience upon providing Lessee with ninety (90) days written notice to Lessee upon Lessor's determination that Lessor has a need to utilize the Property for its intended purpose which, in Lessor's sole determination and discretion, would require Lessee to discontinue its use. Upon such determination that the uses and permissions granted herein are inconsistent with Lessor's uses of the Property, and after Lessor provides notice to Lessee, Lessee shall cease all use of the Property, vacate the Property and remove all facilities, equipment and belongings of Lessee from the Property. At such time, Lessee shall leave the Property in as good condition as existed at the time it assumed use of the Property. Lessor may terminate the Lease immediately upon discovery of any activity on the Property that poses a direct and imminent threat to the health, safety, general welfare of Lessor's citizens or the security and critical operations of the Property. Lessee may terminate this Lease for convenience upon providing Lessor with ninety (90) days written notice.

11. Notices. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by UPS Next Day Air Note or overnight courier, or by hand delivery by reputable courier, to each Party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any Party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective Parties may send to the other Parties any notices, requests, demands or other communications required or permitted to be given hereunder by such Party.

In the case of Lessor to:

City of Atlanta
55 Trinity Avenue, Suite 5400
Atlanta, Georgia 30303
Attn: Commissioner

And

City Attorney
68 Mitchell St., Suite 4100
Atlanta, Georgia 30303

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In the case of the Lessee to:

12. Miscellaneous Provisions.

ENTIRE AGREEMENT

This Lease supersedes all prior discussions and agreements among the Parties with respect to the subject matter hereof. This Lease shall not be modified or amended in any respect except by written instrument executed by or on behalf of the Parties in the same manner as this Lease is executed and specifically referencing such a modification or amendment.

BINDING EFFECT

This Lease shall inure to the benefit of and be binding upon the Parties hereto, their heirs, successors, executors and assigns.

SEVERABILITY

In the event any provision or portion of this Lease is held by any Court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been a part hereof.

FURTHER ASSURANCES

On and after the Effective Date, each Party shall at the request of any other, make, execute and deliver or obtain and deliver all such certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things which any Party may reasonably require to effectuate the provisions and the intentions of this Lease.

CAPTIONS

All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating convenient reference to this Lease, shall not supplement, limit or otherwise vary the text of this Lease in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to particular paragraphs and subparagraphs by number refer to the text of the paragraphs or subparagraphs so numbered in this Lease.

GENDER

Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

Attachment: Proposed Legislation, Exhibits A and B (14-R-3383 : Authorization for Solar Farm Lease - SUSTAINABILITY)

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EXHIBITS

Each and every exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is, and shall be, construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to or otherwise mentioned.

REFERENCES

All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraphs of this Lease. Unless otherwise specified in this Lease, the terms "herein," "hereof," "hereinafter," "hereunder" and other terms of like or similar import shall be deemed to refer to this Lease as a whole, and not to any particular paragraph or subparagraph hereof.

RIGHTS CUMULATIVE

Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

AMENDMENT AND ASSIGNMENT

The interest of the parties may not be assigned without prior written consent from the other party. This Lease shall not be amended except in writing by both parties.

GOVERNING LAW

This Lease, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to principles of conflicts of laws thereof. The Parties hereby fix jurisdiction and venue for any action brought with respect to this Lease in Fulton County, Georgia.

NO PARTNERSHIP

This Lease shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, nor to impose any partnership obligations or liabilities on any Party. Furthermore, no Party shall have any right, power or authority to enter into any Lease or undertaking of or on behalf of, to act as or be an agent or representative of, or to otherwise bind any other Party.

TIME OF ESSENCE

Time is and shall be of the essence in this Lease.

WAIVER

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The failure of any Party to seek redress for any violation of, or to insist upon the strict performance of, any term of this Lease will not prevent a subsequent violation of this Lease from being actionable by such Party.

DRAFT

Attachment: Proposed Legislation, Exhibits A and B (14-R-3383 : Authorization for Solar Farm Lease - SUSTAINABILITY)

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IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed by their duly authorized officials, the day and year first above written.

LESSOR

CITY OF ATLANTA

Mayor

ATTEST:

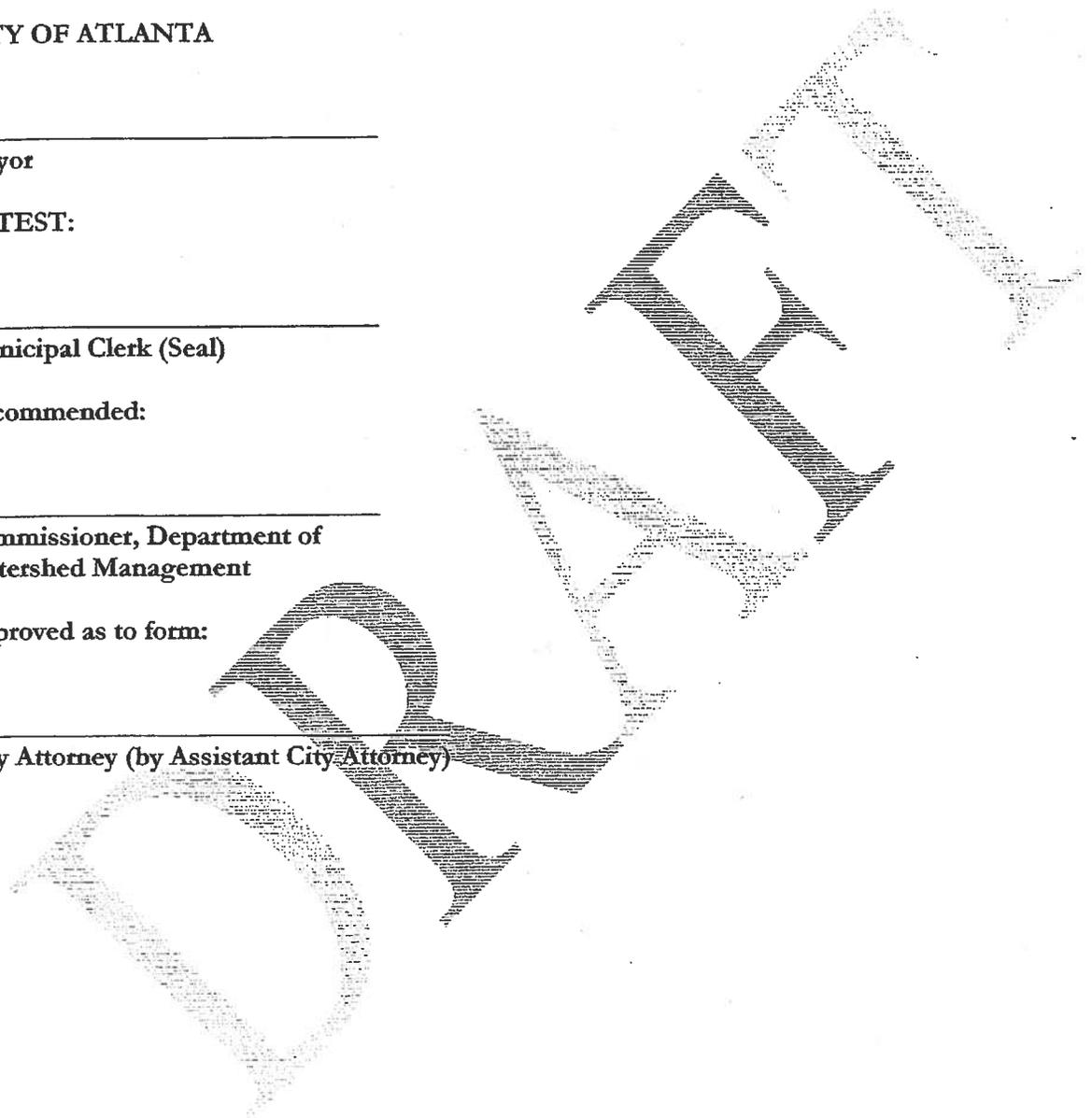
Municipal Clerk (Seal)

Recommended:

Commissioner, Department of
Watershed Management

Approved as to form:

City Attorney (by Assistant City Attorney)



Attachment: Proposed Legislation, Exhibits A and B (14-R-3383 : Authorization for Solar Farm Lease - SUSTAINABILITY)