

ORDINANCE AMENDING FRANCHISE

WHEREAS, on March 19, 1996, the City of Augusta—Richmond County, Georgia (hereafter referred to as the “City”) adopted an Ordinance Granting Permission and Consent to Jefferson Electric Membership Corporation (here referred to as the “Company”), its successors, lessees and assigns, to occupy the streets and public places of the City in constructing, maintaining, operating and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity, and for other purposes.

WHEREAS, the City and the Company now wish to amend the Franchise to address certain issues that may arise under the Franchise and for other purposes;

NOW, THEREFORE, the City hereby adopts this Ordinance Amending Franchise as follows:

SECTION 1. Be it ordained that in addition to the terms and conditions set forth in the 1996 Ordinance, the Company’s occupancy and use of the streets, alleys, and public places of the City as authorized in the 1996 Ordinance are subject to the following terms and conditions:

1. For purposes of paragraph 2 of this Section 1, the term “Distribution Facilities” mean poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections and other apparatus installed by or on behalf of the Company (whether before or after the adoption of this Ordinance amending Franchise) in the streets, alleys, or public places of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereafter referred to as “Transmission Lines”); (ii) poles, towers, frames or other supporting structures for Transmission Lines (hereafter referred to as “Transmission Structures”); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables; or conductors installed in concrete-encased ductwork; or (v) network underground facilities.
2. In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, the obligation to bear the cost of such relocation shall be based on which party had prior rights to occupy the location. Said prior rights may be established by any documents or information demonstrating the location of the Distribution Facilities in relationship to those property interests, the relationship of those property interests to current and previous road right-of-way, and any other relevant information or documentation. The Company shall bear the burden of demonstrating its prior rights, if any, to the City. Notwithstanding the foregoing provisions of this paragraph 2, the Company shall not be obligated to relocate, at its own

expense, any of the following: (i) Distribution facilities that are located on private property at the time the relocation is requested or demanded; (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration /deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) distribution facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

3. The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Distribution Facilities within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short term work program, or the City's annual budget in an effort to minimize relocation of the Company's Distribution Facilities. Such Communication may include, but is not limited to, (i) both parties participation on the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

SECTION II. Be it further ordained that nothing contained in this Ordinance Amending Franchise shall limit or restrict the right of customers within the Corporate Limits of the City to select an electric supplier as may hereafter be provided by law.

SECTION III. Be it further ordained that the Company shall, within 90 days from the approval of this Ordinance Amending Franchise, file the Company's written acceptance of the same with the Clerk of the City, so as to form an Amendment to the Franchise between the Company and the City.

SECTION IV. Be it further ordained that upon such acceptance all laws and ordinance, and all agreements between the Company and the City with respect to the Company's occupancy and use of the City's streets, alleys, and public places, in actual conflict herewith be and the same shall thereupon stand repealed and terminated respectively.

{SIGNATURES TO FOLLOW ON NEXT PAGE}

Adopted by the Augusta Commission of the City of Augusta-Richmond County,
Georgia at a meeting held _____ 2025.

AUGUSTA, GEORGIA

By: _____
Its: Mayor

Attest:

Its: Clerk of Commission

JEFFERSON ENERGY COOPERATIVE

By: _____
Its: President & CEO

Attest:
