RESOLUTION
26-33

A RESOLUTION OF THE CITY OF DUBLIN, GEORGIA, BY AND THROUGH ITS MAYOR AND COUNCIL, TO APPROVE AGREEMENTS WITH GEORGIA POWER COMPANY FOR THE RELOCATION AND CONVERSION OF A UTILITY POLE ALONG LAWRENCE STREET AND THE INSTALLATION OF TWO DECORATIVE LAMP POSTS; TO APPROVE THE PURCHASE OF SERVICES WITH MOYE ELECTRIC RELATED TO UTILITY ADJUSTMENTS; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE SAME; TO SET AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Mayor and City Council are the governing body of the City of Dublin, Georgia; and

WHEREAS, the City of Dublin, Georgia desires to secure the services of Georgia Power and Moye Electric to relocate and convert two (2) electrical meters served by a utility pole located along Lawrence Street and install two decorative lamp posts along said street (the "Services"); and

WHEREAS, the Mayor and Council desire to formalize the terms of the agreement with Georgia Power Company for the Services and authorize the purchase of services from Moye Electric as needed for the Services; and

WHEREAS, the Mayor and Council find it in the best interest of the City to accept the terms of the agreement with Georgia Power Company and approve the proposal from Moye Electric; and

WHEREAS, the Mayor and Council wish to empower the City Manager or his or her designee to execute and deliver any other documentation required for the fulfillment of the purposes of this Resolution and the Agreement.

THEREFORE, NOW BE IT RESOLVED that the City Manager is hereby authorized to negotiate and approve Agreement(s), substantially in the form as attached hereto as Exhibit "A-1" and "A-2" with Georgia Power and the Proposal from Moye Electric, substantially in the form as attached hereto as Exhibit "B", both being incorporated herein by this reference, for the services with Georgia Power Company and Moye Electric, and the Mayor is hereby authorized and directed to execute the same in the name of and on behalf of the City of Dublin, Georgia, subject to such insertions, deletions, or revisions as deemed appropriate by him, the execution of the same being conclusive evidence of approval of the same.

BE IT FURTHER RESOLVED that execution of the Agreement(s) by the Mayor or any other modification of it shall be conclusive evidence of the approvals required herein and all actions of the City, its officers, staff, and employees in connection with the execution, delivery, and performance of the Agreements is hereby approved, ratified, and confirmed.

BE IT FURTHER RESOLVED that the City Manager, in consultation with the City/Staff Attorney, and the City Clerk may approve such modifications and additions (including change orders) or cancellation of its level of services provided by Georgia Power Company as may be deemed appropriate by him and in the best interest of the City at all points in time during the term of the Agreements.

BE IT FURTHER RESOLVED that the City Manager, or his or her designee, is authorized to execute and deliver any other document required by Georgia Power Company or Moye Electric to affect the purpose of this Resolution and Agreement, and that this resolution shall be effective upon its adoption.

SO RESOLVED by the Mayor and Council of the City of Dublin this 4th day of June 2026 by a vote of 6 to 0.

CITY OF DUBLIN, GEORGIA

BY:____________________
Joshua E. Kight,
Mayor

CITY OF DUBLIN
SEAL
STATE OF GEORGIA

ATTEST:

By____________________
Dorothy Rozier, City Clerk

Exhibit A-1

Distribution Relocation/Conversion Project Agreement between Georgia Power Company and The City of Dublin

GPC DWE No. GP892H08626

Georgia Power Company (**"GPC"**) and **The City of Dublin** (**"Customer"**) (the **"Parties"**) enter into this **Distribution Relocation/Conversion Project Agreement** (**"Agreement"**) as of the Effective Date shown on the signature page. In consideration of the mutual promises described here, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which each Party acknowledges, and intending to be legally bound, the Parties acknowledge and agree:

PART 1 THE PROJECT

1.1 The Site; Existing Facility. Customer owns, leases, or is developing real property located at S Lawrence Street, Dublin, Georgia (the **"Site"**). Also located at the Site are poles, structures, wires, guys, attachments, or other electrical equipment owned by GPC and used in distribution of electric power (the **"Existing Facility"**). Customer asked GPC to develop a plan and cost estimate for relocating or modifying all or part of the Existing Facility, as described in the Distribution Relocation/Conversion Binding Estimate Preparation Agreement between the Parties.

1.2 The Project. GPC evaluated the request, performed engineering analysis, developed a conceptual design, and prepared a cost estimate for the work necessary to complete the desired relocation or modification of the Existing Facility, as outlined in **Exhibit A** (the **"Project"**). Customer requests GPC to complete the Project as described in Exhibit A, per the terms and conditions of this Agreement. The Project includes all engineering and construction work necessary to: (i) plan and relocate or modify the designated portion of the Existing Facility or install new lines, structures, or equipment so as to create the **"New Facility"**; and (ii) remove any designated portion of the Existing Facility. Exhibit A depicts the approximate, mutually agreed location of the New Facility. In this Agreement, **"GPC Facilities"** include the Existing Facility, the New Facility, and all related property rights.

PART 2 CUSTOMER OBLIGATIONS

2.1 Project Fee. The total **"Project Fee"** for the Project is **$23,507.14**, subject to any adjustment under Section 3.2 (*Project Changes*). The previously-paid Engineering Fee of **$0** is a credit against the Project Fee. Upon invoice from GPC after execution of this Agreement, Customer will pay the Project Fee balance of **$23,507.14**. The Project Fee includes payment for all GPC costs for the Project as described in Exhibit A and for taxable capital expenditures and all appropriate costs for time value of money. Customer acknowledges that: (i) GPC will not commence physical work on the Project until GPC receives full payment of the Project Fee; and (ii) unless there is a Change Event per Section 3.2.B, the stated Project Fee will remain valid for no more than 90 days after submission as shown in Exhibit A. For GPC accounting purposes, Customer attaches to this Agreement, or will provide to GPC along with payment, Customer's Form W-9.

2.2 Site Property Rights. The New Facility will be located on real property belonging to Customer or others and not included within the scope of any pre-existing GPC easement. Customer must timely coordinate with GPC to grant or obtain, or to obtain on GPC's behalf and provide to GPC, in accordance with GPC's typical property acquisition process, an easement on the Site as required to complete the Project, in the approximate location shown on Exhibit A (the **"New Easement"**), including acceptable GPC access rights to the New Facility. The New Easement must be: (i) substantially in GPC's standard form (provided to Customer and incorporated by this reference); (ii) in conformance with GPC's standard requirements and acceptable to GPC; and (iii) agreed upon in a timely manner. Customer must provide the New Easement to GPC at no cost to GPC, other than, if applicable, necessary consideration of no more than $10. If any Customer Site preparation is necessary, Customer must: (a) coordinate with GPC regarding Site preparation design; (b) obtain GPC approval of Site preparation plans; and (c) timely prepare the Site in accordance with the GPC-approved plans. If Exhibit A so provides, Customer must satisfactorily prepare the Site property and turn over to GPC, and ensure proper execution and delivery of the New Easement by the date specified.

2.3 Disclosure and Environmental Matters. Customer, at its expense, must cooperate with GPC regarding each environmental/cultural resource assessment, survey, or study that GPC requires regarding the Site to satisfy applicable GPC requirements. Customer also must submit to GPC, upon conclusion and prior to GPC's commencement of Project Work (defined in Section 3.1), results of each environmental/cultural resource assessment, survey, or study regarding the Site conducted by or on behalf of Customer. If necessary, Customer also must perform, before Project Work commencement, any remediation required to make the Site acceptable to GPC. Customer represents, warrants, or covenants that it has disclosed to GPC all known, or will disclose promptly upon discovery all, environmental site assessments, geotechnical reports, or other material information regarding condition of the Site that impacts or could impact Project planning or construction or New Facility operation or maintenance. With respect to any impacted media identified by GPC during the Project Work, including any impacted soil, groundwater, surface water, or solid waste, but excluding any waste created by GPC (collectively, **"Waste"**), Customer is, and will be, the generator of the Waste, and Customer, at its sole expense, will be responsible and liable for proper characterization, transport, disposal, and management. If the Waste is "hazardous waste" under applicable law or regulation, Customer will be responsible, at its sole expense, for proper identification, management, and disposal. Customer also must reimburse GPC for any cost incurred by GPC due to Customer's failure to comply with this Section 2.3.

2.4 Authority; Access; Cooperation. Customer represents, as of the Effective Date, that Customer has express authority from all Site fee owners, as well as any other person or entity with Site rights whose consent is necessary, to enter into this Agreement, to perform Customer's Agreement obligations, and to authorize GPC to perform its Agreement obligations. If Customer is not the Site's sole owner, each reference to "Customer" means "Customer, on its own behalf, and on behalf of all fee owners of the Site and all other persons or entities with rights in the Site." Customer grants to GPC and to GPC's representatives, agents, or contractors, a non-exclusive license to enter the Site for all activity incidental to the Project (including surveying, testing, or creating and using reasonable storage or work areas) or to owning, operating, or maintaining the GPC Facilities Customer will cooperate regarding all Project activities and will take no action adverse to the Project, GPC Facilities, or other GPC property.

2.5 Permits. Unless expressly stated otherwise in Exhibit A or the Parties agree otherwise in writing, Customer must obtain and pay for each federal, state, or local permit or other regulatory approval necessary for the Project (e.g., tree and vegetation removal, dredge and fill of wetlands, soil and erosion control, stormwater discharge, etc.). Both Parties will cooperate as reasonably necessary to obtain these permits or approvals.

2.6 Other Utility Modifications. If another utility's facilities are co-located at the site of the New Facility or New Easement, or on a portion of the Existing Facility slated for removal, or if the Project requires modification of another utility's facility, GPC cannot complete the Project unless and until after the other utility modifies or removes its facility, which is not within GPC's control. GPC has no responsibility regarding coordination with other utilities. Customer, at its expense, must coordinate removal or modification with the other utility and must advise GPC upon completion. GPC is not responsible for any delay caused by or attributable to, or any action or inaction of, another utility.

2.7 Conditions Precedent to Project Work. GPC will proceed with Project Work only after Customer fulfills each of the following **"Conditions Precedent"**: (i) payment of Project Fee per Section 2.1 (*Project Fee*); (ii) performance of all Customer obligations per Section 2.2 (*Site Property Rights*) and Section 2.3 (*Disclosure and Environmental Matters*); (iii) delivery to GPC of all permits and approvals per Section 2.5; (iv) if applicable, completion of any other utility modification per Section 2.6; and (v) Customer is not in default under any Agreement provision.

2.8 Confidentiality and Non-Disclosure. Customer must keep this Agreement, and all written or oral communications regarding the Project, confidential. All information disclosed to Customer by GPC, including cost information, is confidential, proprietary, and **"Protected Information"** (unless independently developed, publicly available other than through Customer's fault, or already in Customer's possession or obtained from a third party with no confidentiality obligation) and remains the exclusive property of GPC. Customer must: (i) enforce procedures to prevent unauthorized access, use, or copying; and (ii) not disclose to another electric utility provider or contractor, GPC competitor or customer, or anyone other than those persons who have a need to know to evaluate, approve, perform, or administer this Agreement on behalf of: (a) Customer or a Customer affiliate; (b) any financial or regulatory entity involved with the Project or any related Site development; (c) any person with property rights or information needed to fulfill Section 2.2 (*Site Property Rights*) or Section 2.3 (*Disclosure and Environmental Matters*); or (d) any engineering or design entity involved in any related Site design or activity. Customer must provide prompt written notice upon learning of unauthorized use, access, or disclosure of Protected Information. If a third party seeks disclosure through a regulatory or legal proceeding, Customer must provide prompt written notice to GPC and must cooperate, at GPC's expense, with GPC's response. Customer's duty to keep Protected Information confidential continues for three years after Agreement conclusion, or, for trade secret Protected Information, the maximum period allowed by law. On written request, Customer will destroy, delete, or return Protected Information.

2.9 Publicity. Customer may not use, for any purpose (public or private), a GPC logo, trademark, or other protected branding name or symbol. Additionally, absent written request to GPC per *Notices and Contacts* (Section 5.1) and GPC's prior written consent in response, Customer may not publish or release a public statement, press release, Internet/website/social media posting, or other publication that includes GPC's name, refers to GPC, or references GPC's involvement in the Project, except that Customer in the normal course of business may state the existence of this Agreement.

PART 3 PROJECT PERFORMANCE

3.1 Project Work; Schedule. After Customer fulfills all Conditions Precedent, GPC will perform all work necessary to complete the Project as described in Exhibit A, as amended if applicable (**"Project Work"**). The Project Work will depend on a range of seasonal, technical, and public considerations, including line outage restrictions, equipment or material availability or delivery, labor availability, or emergencies; any estimated Project schedule is subject to this section. GPC, in its sole discretion, will determine the time, date, and method of the GPC Project Work, as well as any safety, security, technical, or operational issue.

3.2 Project Changes. The Project Fee stated in Section 2.1 (*Project Fee*) is for the Project scope described in Exhibit A and includes no allowance for a Change Event. A change in scope, whether by addition, modification, or deletion, is not effective unless documented in advance in a written change order signed by both Parties that details the change in the scope and, if applicable, Project Fee or schedule. If a change order increases the Project Fee, Customer must pay the additional amount upon invoice.

A. Unforeseen Conditions. An **"Unforeseen Condition"** is: (i) a concealed or unknown condition at the Site that: (a) materially impacts the Project; (b) differs materially from conditions ordinarily found to exist (e.g., subsurface rock, wetland, underground stream, buried waste, unsuitable or unstable soil, unmarked underground facility, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance); and (c) did not result from GPC's action; (ii) inability to obtain a necessary permit, approval or property right; (iii) inability to timely obtain necessary materials or equipment; (iv) an economic or market condition change materially affecting Project cost; (v) a hazardous or unsafe Site condition; (vi) a conflict with another utility's facility; (vii) a material change in Project schedule or duration (e.g., acceleration, delay, change in working hours/season, or outage restriction); (viii) a Force Majeure Event (per Section 4.4); or (ix) a change in applicable law or regulation.

B. Change Events. A **"Change Event"** occurs if: (i) an Unforeseen Condition arises; (ii) Customer fails to fulfill all Conditions Precedent by the date stated in Exhibit A; (iii) Customer fails to timely pay any amount due per this Agreement; (iv) Customer makes, or plans to make, a material change at the Site that affects or reasonably could affect the Project; (v) GPC determines the necessity of property rights additional to those described in this Agreement or the necessity of modification of another utility's facility not previously identified; (vi) the Project is suspended, delayed, or accelerated by Customer; (vii) Customer interferes with operation of GPC Facilities or with GPC's Project Work; (viii) Project cost is materially affected, due to any reason for which GPC is not responsible; or (ix) Customer fails to comply with any other material Agreement requirement.

C. Change Event Resolution. When a Party learns of a Change Event and seeks to proceed under this *Change Event Resolution* clause, that Party must notify the other of the event/change and, if applicable, provide relevant information. If a Change Event occurs, GPC, at its discretion, may stop Project Work, pending resolution under this *Change Event Resolution* clause, or may continue performance, reserving all rights under this Agreement, at law, or in equity. If the Change Event is one that Customer can cure or resolve, Customer, at its option and expense, may address the Change Event to GPC's satisfaction and GPC will then resume performance. Otherwise, if Customer wishes to proceed following the Change Event, and GPC agrees, GPC will conduct any necessary investigation or analysis and the Parties will amend this Agreement to reflect any change (e.g., in scope or Project Fee) resulting from the Change Event. At GPC's option, the Project Work may remain suspended until the Parties sign an appropriate amendment and Customer fulfills any amendment obligation, including payment, if applicable. If the Parties cannot address the Change Event to their mutual satisfaction within a reasonable period of time, either Party may give notice of Agreement termination per Section 3.5 (*Term and Termination*).

3.3 Quitclaim. Upon completion of the Project to GPC's satisfaction, including removal of the Existing Facility, GPC will quitclaim to the Site owner those portions of the original GPC easement not located within the New Easement area. GPC also will cooperate with Customer to modify record documents to reflect the revised easement, if applicable.

3.4 Ownership; Relationship of Parties. GPC will remain the sole owner and operator of all GPC Facilities, including all materials, equipment, and easements purchased for or used in the Project. GPC will operate the GPC Facilities for its sole benefit, as authorized by regulatory authorities. All documents or drawings regarding GPC Facilities furnished to Customer in connection with the Project and all work product also remain GPC property. GPC, an authorized electric utility provider, enters into this Agreement in its capacity as owner of the Existing Facility and as a regulated electric utility. GPC is not a services contractor, agent, partner, joint venturer, or representative of Customer. GPC may perform its Agreement obligations through its (or an affiliate's) employees or through contractors. This Agreement creates no contractual relationship with, or cause of action for, any third party and no GPC affiliate is liable under this Agreement.

3.5 Term and Termination. Unless terminated earlier under this section, this Agreement will terminate 30 days after the later of the date that: (i) GPC completes all Project Work and provides any documentation required by Section 3.3

(*Quitclaim*); or (ii) Customer pays all amounts owing under the terms of this Agreement. The Parties will cooperate in Project and Agreement termination before completion, and will proceed under Section 3.6 (*Obligations on Termination*), if: (a) there is a Change Event for which the Parties cannot reach a mutually satisfactory resolution within a reasonable period of time; (b) after reasonable effort, a Party cannot secure a required Project permit, approval, or property right; or (c) the Parties otherwise agree to Project termination. Either Party also may terminate this Agreement immediately upon written notice if the other breaches a material obligation and does not cure within 30 days after notice.

3.6 Obligations on Termination. If this Agreement terminates before Project completion, GPC will calculate the total Project cost, including: (i) actual Project cost to date of termination; (ii) value of any materials or components purchased by GPC solely for the Project that GPC cannot use for another purpose; (iii) expense, if any, to terminate the Project and return to use of the Existing Facility, or to complete and operate the GPC Facilities; and (iv) demobilization costs. If the Project Fee previously paid exceeds the total Project cost, GPC will issue a refund.

3.7 Survival. Agreement provisions that by their nature or context logically should apply beyond Agreement expiration, cancellation, completion, or termination, or after Project completion or termination of electric service to the Site, will survive per applicable law, including *Disclosure and Environmental Matters* (Section 2.3); *Authority; Access; Cooperation* (Section 2.4); *Confidentiality and Non-Disclosure* (Section 2.7); *Ownership: Relationship of Parties* (Section 3.4); *Obligations on Termination* (Section 3.6); *Indemnity* (Section 4.2); and *Governing Law and Interpretation* (Section 5.2.A).

PART 4 RISK AND CLAIMS

4.1 Insurance. Unless Customer is a governmental entity, Customer must maintain throughout this Agreement's term, at its expense, commercial general liability (**"CGL"**) insurance providing coverage of at least $2 million for any occurrence, on an occurrence (not claims made) basis. This coverage must include broad form contractual liability coverage, products/completed operations coverage for two years after COD, broad form bodily injury and property damage coverage, and severability of interest for each insured. Customer may comply with this requirement through a combination of CGL and excess/umbrella liability insurance that equals or exceeds the stated minimum. If required by applicable law, Customer also must maintain statutory workers' compensation insurance. If Customer is a governmental entity, it must require each of its contractors or subcontractors involved with any design, construction, operation, or maintenance of the Site adjacent to the Project (**"Contractor"**) to maintain all insurance as required under this Section 4.1, substituting "Contractor" for each reference to "Customer." To the fullest extent allowed by applicable law: (i) Customer's CGL insurance, and if applicable, excess/umbrella liability insurance, must name as an additional insured GPC, Southern Company, and their affiliates, and the officers, directors, employees, representatives, and agents of each of them (each a **"GPC-Related Party"**), for any Claim (defined in Section 4.2 (*Indemnity*)) arising out of or caused by Customer action or inaction, or any activity at the Site or under this Agreement, but additional insured status will not extend to a Claim resulting from sole negligence of a GPC-Related Party; and (ii) Customer waives, and agrees to require its insurers to waive, any subrogation right otherwise possessed against a GPC-Related Party under any Customer insurance (including CGL, excess/umbrella, and Site property insurance) or under state or federal workers' compensation or employer's liability law, except that the waiver will not extend to a Claim resulting from sole negligence of a GPC-Related Party unless allowed by applicable law. Customer's insurance is primary with respect to any activity arising out of this Agreement; any insurance maintained by a GPC-Related Party is excess of Customer's insurance and will not contribute with it. Neither this Section 4.1 (*Insurance*), nor the existence, or amount, of insurance, will waive or limit Customer's liability under this Agreement or at law.

4.2 Indemnity. To the fullest extent allowed by applicable law, Customer must indemnify, release, hold harmless, and, at GPC's request, defend GPC and any GPC-Related Party from or against a **"Claim"** (any loss, damage, cost, expense, or liability for any damage, claim, demand, suit, settlement, judgment, penalty, fine, proceeding, or action of any kind for: (i) personal or bodily injury (including death); (ii) property damage; (iii) infringement; (iv) monetary expense; or (v) equitable relief, including all Claim expenses (e.g., actual attorneys' fees reasonably incurred; investigation, defense, litigation, court, arbitration, or mediation costs; and expert, consultant, arbitrator, or mediator fees or expenses)) caused by, arising out of, or related to an act or omission associated with the Project, the Site, or this Agreement by Customer or a Customer affiliate, contractor, supplier, contractual party, or customer, or an officer, director, employee, representative, or agent of one of them, whether caused by or arising out of the joint, concurrent, or contributory negligence of a GPC-Related Party, except that Customer is not liable if a Claim was caused by the sole negligence of a GPC-Related Party. Customer's indemnity obligations expressly include a Claim involving: (a) misrepresentation, fraud, willful misconduct, reckless or negligent act or omission, or criminal act; (b) damage to GPC Facilities or property; (c) a defect, condition, event, or omission on or at the Site; (d) presence or suspected presence of an Unforeseen Condition; or (e) noncompliance with applicable law. Customer's indemnity obligations are independent of its insurance obligations.

4.3 Limitation of Liability. Remedies available in this Agreement do not limit other rights or remedies available by law, equity, or contract. Despite any other Agreement provision or availability under applicable law, except as provided in the last sentence of this *Limitation of Liability* section, **neither Party, nor anyone claiming through either Party, is liable to the other Party for consequential, special, indirect, treble, exemplary, incidental, or punitive damages (including loss of use, revenue, profit, income, tax benefit, data, business opportunity, or anticipated savings; damage to business reputation; business interruption or idled equipment costs; or increased overhead, financing, or operating costs) arising out of this Agreement, any damage, hindrance, or delay in connection with the Project, the Site, or this Agreement, or a Party's act or failure to act, or performance or non-performance, under this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** This *Limitation of Liability* section applies regardless of fault and will survive Agreement termination, cancellation, suspension, completion, or expiration. This *Limitation of Liability* section will not apply in the case of amounts owed to a third party for which this Agreement requires indemnification.

4.4 Force Majeure. A **"Force Majeure Event"** is an occurrence, non-occurrence, circumstance, or set of circumstances that is beyond a Party's reasonable control, not reasonably foreseeable, and not caused by the Party's negligence, inaction, lack of due diligence, breach of this Agreement, or failure to follow prudent industry practices. Except for an obligation to make payments due, neither Party is in Default under this Agreement if there is, nor liable for a failure to perform that results from, a Force Majeure Event, if the affected Party (who bears the burden of proof): (i) promptly provided written notice of the event and probable consequences; (ii) exercised reasonable effort to minimize disruption; and (iii) timely resumed performance. Neither Party is liable to the other for loss, damage, or delay resulting from a Force Majeure Event.

PART 5 MISCELLANEOUS

5.1 Notices and Contacts. Each Party's point-of-contact for Agreement notices and correspondence is indicated below the Party's signature. Each Party will provide notice to the other as provided in Exhibit D. Notice under this Section 5.1 must be by: (i) personal delivery (effective that date); (ii) if the Party has provided an email address for official notice purposes, email delivery (effective that date if sent by 5:00 p.m. (recipient's time); otherwise, the next business day); (iii) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (iv) registered or certified U.S. mail, with proper postage (effective the following fourth business day). Unless this Agreement expressly requires notice in accordance with this Section 5.1, a Party may provide notice as reasonable in the circumstance. A Party will inform the other of any update in its Exhibit D contact information or regarding any other administrative matter by prompt written notice in accordance with this Section 5.1.

5.2 Agreement Interpretation. Defined terms may be singular or plural, as the context requires and, absent express statement otherwise, have the same meaning in all Agreement documents. In this Agreement and in all attached or incorporated Agreement documents: (a) **"including"** means "including, but not limited to" or "including, without limitation"; (b) **"or"** means "either or both" ("A or B" means "A or B or both A and B"); (c) **"e.g."** means "for example, including, without limitation"; and (d) if the Party has provided email contact information, **"written"** or **"in writing"** includes email communication, absent express statement otherwise. Reference to: (1) a Party or entity includes any allowed successor or assign; (2) a regulatory authority includes an authority succeeding to the same function; and (3) an applicable law, document, or provision is to the law, document, or provision as modified or amended, and then-effective or current. Captions are for convenience only and do not affect Agreement interpretation. Reference to an Agreement part by caption (e.g., *Project Performance*) or number (e.g., Part 3) includes all separate sections (e.g., 3.2 Project Changes) and clauses (e.g., A. Unforeseen Conditions) within that part and reference to a section by caption or number includes all separate clauses within that section.

A. Governing Law and Interpretation. Georgia law governs all matters, including torts, arising under, or relating to execution, interpretation, performance, or enforcement of, this Agreement, without regard to choice of law principles. The Parties will resolve any Claim or dispute in a state or federal court sitting in Georgia. Customer consents to exclusive jurisdiction and venue in these courts and, to the fullest extent allowed by applicable law, waives any objection to this jurisdiction or venue. This Agreement does not create a contractual relationship with any third party or give rise to liability to, or a cause of action by, any third party. No GPC affiliate is liable for GPC's performance or nonperformance under this Agreement. Both Parties were actively involved in negotiating this Agreement; no rule allowing construction in favor of, or against, a Party according to authorship will apply.

B. Agreement Scope. This Agreement constitutes the entire understanding between the Parties and replaces any previous or contemporaneous oral or written discussion, representation, promise, arrangement, understanding, or agreement relating to the subject matter, expressly including any GPC estimate of project cost or schedule. The Parties do not intend that this Agreement affect any other agreement between them; if there is a conflict between this Agreement and any retail electric service tariff/contract, the tariff/contract controls. Each exhibit, attachment, appendix, schedule, or other document attached to or referenced in this Agreement is incorporated into, and is integral to, this Agreement as if included in the main body.

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

5.3 Agreement Modification. Except as provided in Section 5.1 (*Notices and Contacts*), only an amendment signed by an authorized agent of each Party can modify this Agreement. GPC's waiver, by act or failure to act, of a Customer default, waiver of a GPC right, or failure to enforce a Customer obligation in one instance does not waive in another instance: (i) a similar or any other default; or (ii) the right to enforce that or any other right or obligation. If a court rules that an Agreement provision is unenforceable, all other provisions remain effective. Customer may not assign or transfer any Agreement right or obligation without GPC's prior written consent.

5.4 Representations and Warranties. Each Party represents and warrants to the other that: (i) it is qualified to do business in, and in good standing with officials of, Georgia and all other regulatory authorities with jurisdiction (and, if not a Georgia entity, it is in good standing in the jurisdiction of its organization); (ii) it makes each representation or warranty expressed in this Agreement, each of which includes all material facts necessary to prevent the statement from being misleading; (iii) this Agreement is signed by an authorized agent and it can legally enter into, and perform all obligations under, this Agreement, with no third-party consent required; (iv) no legal action is in progress or, to the best of its knowledge, threatened that could have a material adverse effect on its ability to perform its Agreement obligations or on its business or financial condition; (v) it has studied, and understands its rights and obligations under, this Agreement; and (vi) it entered into this Agreement voluntarily and in good faith, as a result of arm's length negotiations. **EXCEPT AS STATED IN THIS SECTION, GPC MAKES NO REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (INCLUDING WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT) REGARDING THE PROJECT, THE SITE, SITE ELECTRIC SERVICE, GPC FACILITIES, GPC'S ELECTRICAL SYSTEM, OR ANY GPC ACTIVITY UNDER THIS AGREEMENT.**

Each Party agrees to all terms and conditions of this Agreement. The Parties may exchange counterparts of this Agreement by facsimile transmission or as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; a facsimile or scanned signature is an original signature for all purposes. The **"Effective Date"** is the date on which the last Party signs, as shown below.

Georgia Power Company		**The City of Dublin**	
By:	Eric Pickett	By:	[signature]
Name Printed:	Eric Pickett	Name Printed:	Joshua
Title:	GPC CES Engineering Supervisor	Title:	Mayor
Date:	6/12/2026	Date:	June 4, 202[illegible]
Contact Information:		**Contact Information:**	Do[illegible] City Clerk
Bin No.	39066		
Address:	829 Jeffersons St NW	Address:	
Address:	Atlanta, GA 30318	Address:	
Phone:	470-409-4181	Phone:	
Fax:		Fax:	
Email:	epickett@southernco.com	Email:	

CITY OF DUBLIN SEAL STATE OF GEORGIA

EXHIBIT A – RELOCATION/CONVERSION PROJECT BINDING ESTIMATE

Distribution Relocation/Conversion Project Agreement between

Georgia Power Company ("GPC") and The City of Dublin("Customer")

GPC DWE No. GP892H08626

Binding Estimate for The City of Dublin

GPC provides this **Relocation/Conversion Project Binding Estimate ("Binding Estimate")** to **Customer** pursuant to the **Distribution Relocation/Conversion Binding Estimate Preparation Agreement ("Preparation Agreement")** previously entered between the Parties and as part of the proposed **Distribution Relocation/Conversion Project Agreement** (the **"Project Agreement"**) to which this Binding Estimate is attached. The proposed Project Agreement identifies the Site and this Binding Estimate uses terms as defined in the Preparation Agreement and in the proposed Project Agreement.

Factual Basis for Binding Estimate:

Customer provided to GPC the following documents and information regarding the Project:

Based upon request by the customer for the revitalization of the S Lawrence Street Downtown Corridor.

Project Binding Estimate:

Based on Customer's request and the information provided, GPC provides this Binding Estimate for the proposed Project, as follows:

Converting 65' of overhead service to underground service. Installing 200' of 4/0 UQA to serve the existing customer. The Customer will be responsible for converting Meter locations that are served with Overhead service to Underground prior to completion of the project.

The Project location will be generally as depicted in Project Agreement Appendix 1.

The Project Fee, based on the listed information and according to all Agreement terms and conditions, is $23,507.14. This Project Fee is based on: (i) the above Factual Basis; (ii) performing all Project Work during normal GPC work hours (40-hour week, Mon.-Fri., non-holiday, and during daylight hours), unless expressly noted otherwise in this Binding Estimate; and (iii) all proposed Project Agreement terms and conditions. The Project Fee is subject to change if there is a Change Event or if otherwise mutually agreed in a Project Agreement amendment or Project change order.

This Binding Estimate remains valid for 90 days from the date submitted and will be void if GPC and Customer have not executed a binding Distribution Relocation/Conversion Project Agreement within 90 days. Additionally, the Project Fee is subject to change if any Condition Precedent (per Agreement Section 2.5) remains unfulfilled as of August 11, 2026, if there is any other Change Event, or if mutually agreed in writing.

Submitted by
Georgia Power Company

By: ______________________________
Christopher Zittrouer
Engineering Team Leader

Date: **5/12/2026**

Appendix 1 **Drawing or Sketch Showing Site and Proposed Relocation/Conversion Project**
Appendix 2 **W-9 of Entity Paying Project Fee**

Lighting Services Agreement

Exhibit A-2

Georgia Power

Project # LP123828

Customer Legal Name DUBLIN CITY OF DBA

Service Address 119 S Lawrence St Dublin GA 31021 County Laurens County

Mailing Address P.O. BOX 690 DUBLIN GA 31040

Email bradshawm@dublinga.org Tel # 478-277-5045 Alt Tel #

Tax ID# 0566 Business Description Street Lights

Existing Customer Yes ☑ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☑ If Yes, which Account Number?

Selected Components

Action	Qty	Wattage	Type	Description
INS	2	80	LED	Post Top

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$47.86	$0.00	$47.86

Term (Months)	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NEC	Gov	EOL	NLC

Pre-Payment ($)
$20,245.45

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization

Signature [signature]

Print Name Joshua Kight

Print Title Mayor

Date June 4, 2026

Dorothy [illegible] - City Clerk

CITY OF DUBLIN SEAL STATE OF GEORGIA

Georgia Power Authorization

Signature

Print Name Gregory Roper

Print Title Account Executive

Date

TERMS and CONDITIONS *(Lighting Services – Governmental)*

1. **Agreement Scope.** These Terms and Conditions incorporate by reference the terms set forth in the attached transaction overview (the "**Transaction Overview**"), which collectively constitute the Lighting Services Agreement (the "**Agreement**"). The Agreement establishes the terms and conditions under which Georgia Power Company ("**GPC**") will provide lighting and, if applicable, related electric service (collectively, the "Service") to **Customer** at the Service Address (the "**Premises**"). GPC may at any time and from time to time, install, update, modify, or replace any GPC-owned pole, bases, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, the "**GPC Assets**") for any reason related to the Service or the GPC Assets. GPC and Customer are each a "**Party**," and, collectively, the "**Parties.**" The Parties may exchange counterparts of the Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes.

2. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer by GPC and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, will always remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon a Customer Default or Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors.**

3. **Term and Termination.** The initial Term of the Agreement, as stated in the Transaction Terms section, is calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the Miscellaneous section below) at least 30 calendar days before the desired termination date. The initial term and any renewal term or terms are collectively, the "**Term.**"

4. **Payment.** GPC will invoice Customer in accordance with this Section 4 and the Transaction Overview, subject to any change in the electric service charge approved by the Georgia Public Service Commission. Customer acknowledges that the Monthly Cost set forth in the Transaction Overview may vary from month to month due to changes in the number of days in a billing month and modifications to the Georgia Public Service Commission-approved tariffs or regulatory charges. Customer agrees to pay the amount billed by the due date. If a balance is outstanding past the due date, Customer will pay to GPC an amount equal to the lesser of 1.5% per month of such unpaid sum or the maximum amount permitted by applicable law to defray the expenses incurred by GPC in handling and processing the delinquent payment (the "**Late Charge**"). The Late Charge will be: (i) computed from the occurrence of Customer's payment Default until the earlier of the date upon which all delinquent payments are paid in full; and (ii) added to the Service Cost portion of the Monthly Cost, as described in the Transaction Overview. The terms and conditions of this Section 4 will not be construed as an agreement or privilege to extend the date of payments or the Monthly Cost, nor as a waiver of any other right or remedy accruing to GPC by reason of the occurrence of any payment Default by Customer. GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer will be required to pay all costs associated with Customer initiated changes to the Service after the effective date of this Agreement.

5. **Premises Activity.** Customer hereby grants to GPC 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 the Service, including the right to: (i) access the Premises with vehicles and other tools or equipment, to survey, dig, and excavate for the sole purpose of installing and connecting the GPC Assets, or to provide, suspend, or disconnect Service; (ii) remove and disconnect pre-existing equipment where necessary or convenient for the Service; (iii) inspect, maintain, test, replace, repair, and remove GPC Assets; (iv) provide electric energy in relation to the Service where GPC deems necessary; and (v) conduct any other activities reasonably related to the Service, including surveying, digging and excavation with tools, mechanized equipment, and other machinery (activity items (i) – (v) collectively, the "GPC Activity"). Customer represents and warrants that it has the right to permit GPC to provide the Service and perform the GPC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity and Service. Customer is solely responsible for the safety and security of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises. Customer agrees that GPC has no obligation to ensure the safety or security of the Premises and that, except to the extent determined to have been caused by GPC's gross negligence or willful misconduct, GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third-party that occurs at the Premises.

6. **Installation.** Customer acknowledges that providing the Service may require the installation of GPC Assets. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, the Premises' property lines will be clearly marked before Installation of GPC Assets.

   A. **Customer Work.** If GPC permits Customer, either directly or through a third-party, to carry out any part of the activities for the GPC Assets at the Premises (including trenching), Customer warrants that the work will meet GPC's installation specifications, which GPC will provide to Customer upon request and are incorporated by this reference. Customer must provide GPC with at least 10 calendar days' prior written notice of its schedule for Customer Work, to allow GPC to plan its installation work accordingly. Customer is responsible for all additional costs resulting from Customer's non-compliance with GPC's specifications, failing to inform GPC in advance that installation and connection of GPC Assets can begin. If the Customer Work impacts the performance or schedule of the Service performed by GPC, Customer is fully responsible for all resulting costs, expenses, losses, or damages arising directly or indirectly from such impact, including but not limited to additional labor, materials, equipment, or administrative expenses.

   B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25- 9-1 – 25-9-13) (**"Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage/fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences any GPC Activity, Customer is responsible for all damages and any damages arising from or related to any such delay.

   C. **Unforeseen Condition.** The charges shown in the Transaction Overview include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition encountered during the GPC Activity ("**Unforeseen Condition**"). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse GPC for all costs arising from the condition. Customer is responsible for all costs of modification or change to the GPC Assets requested by Customer or arising from an Unforeseen Condition or circumstance outside GPC's control. Customer is responsible for addressing any Unforeseen Conditions by either entering into a Change Order with GPC or contracting with a third party. Provided the Unforeseen Condition is not caused by GPC, GPC is entitled to adjustments in both the contract time and the contract sum.

7. **<u>GPC Asset Protection and Damage</u>.** During the term of this Agreement, if Customer intends to perform any work or digging near the GPC Assets, Customer (or any person or entity working on behalf of Customer) must: (i) provide notices and submit locate requests to the Georgia Utilities Protection Center ("**UPC**") and other utility owners or operators as required by the then current Dig Law; (ii) coordinate with UPC and all utility facility owners or operators as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46- 3-30 – 46-3-40). Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the GPC Assets caused by Customer or any person or entity working on behalf of Customer, other than GPC or a GPC contractor, agent, or representative.

8. **<u>Interruption of Service</u>.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, unless Customer is in Default, GPC will restore Service at no cost to Customer. Customer is responsible for providing any necessary or desired interim standalone lighting not attached or connected to any GPC Assets, until GPC can restore Service. No restoration timeline can or will be guaranteed, and any estimated timeline provided by GPC is subject to change in GPC's sole discretion. Customer must notify GPC of any outage by either calling 1-888-660-5890 or visiting https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html.

9. **<u>Pole Attachments</u>.** This Agreement does not grant Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to a GPC Asset, Customer must first obtain GPC's written consent, which may be withheld, conditioned, or delayed in GPC's sole discretion, and will be evidenced through a separate work authorization. Customer must contact GPC in writing at 241 Ralph McGill Boulevard, BIN 10210, Atlanta, Georgia 30308, to request consent.

10. **<u>Disclaimer; Limitation of Liability</u>. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability, or noninfringement) regarding the Service, GPC Assets, any GPC Activity, or otherwise.** Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not comply with IESNA guidelines. With respect to the portion of the Service relating to the Service Cost (but not the Regulated Cost), GPC warrants that it has the appropriate technical skills necessary to provide the Service and will perform the Service in a workmanlike manner and in accordance with applicable industry standards. As Customer's sole and exclusive remedy for a breach of the foregoing warranty, GPC will re-perform or repair any work that does not conform with the foregoing warranty. **To the fullest extent permitted by law, each Party waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Service, GPC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable, and whether arising in tort, contract, or under any other theory of liability. Additionally, to the extent GPC is liable under this Agreement, and except to the extent determined to have been caused by GPC's gross negligence or willful misconduct, GPC's liability under this Agreement, whether arising in tort, contract, or under any other theory of liability, is expressly limited to the annual recurring service fees (excluding any pre-payment amount) paid by Customer for the year of Service during which GPC's liability arose.**

11. **<u>Risk Allocation</u>.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

12. **<u>Georgia Security, Immigration, and Compliance Act</u>.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91, and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

13. **<u>Default</u>.** Customer is in "Default" if: (i) Customer does not pay any amount to GPC, which remains unpaid 45 calendar days after the bill date: (ii) terminates this Agreement without proper written notice and prior to the end of the then current term of this Agreement; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent Default will not waive any other Default. If a Default occurs, GPC may select one or more of the following remedies: (a) immediately terminate this Agreement; (b) remove any GPC Asset and anything attached or affixed to any GPC Asset from the Premises (including, without limitation, disconnect electric lighting service or removing Equipment) and to assess a reconnection charge; (c) without terminating this Agreement or removing any GPC Asset from the Premises, suspend or discontinue providing all or any portion of the Service to the Customer at the Premises (including, without limitation, disconnecting electric lighting service or removing Equipment) and to assess a reconnection charge; and (d) seek any available remedy provided under this Agreement or by law, including, the right to require a deposit, increase the amount of an existing deposit, or collect any past due amount, late payment charge, or amount due for the Service during the remaining term of the Agreement.

14. **<u>Miscellaneous</u>.** This Agreement, as amended or modified in writing by both parties from time to time, contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity, and merges with and supersedes all prior discussions, proposals, representations, or agreements regarding this Agreement. GPC may modify the terms of this Agreement to comply with any regulatory changes during the term of this Agreement, or as otherwise required by law, by providing 30 calendar days' prior written notice to Customer of such modification, which will become effective on the date specified in the notice provided to Customer ("Modification Effective Date"). Continued performance under, or failure to object to the Agreement prior to the Modification Effective Date, will constitute acceptance of the Agreement as amended or modified. If Customer does not agree with the amended or modified terms of the Agreement, Customer must provide written notice of objection before the Modification Effected Date, or the amendments and modifications will be deemed accepted and binding. GPC's address for notice is 241 Ralph McGill Boulevard, BIN 10210, Atlanta, Georgia 30308; Customer's address for notice is as stated in the Transaction Overview. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective. The Sections titled Disclaimer; Limitation of Liability, Safety, Indemnity, Risk Allocation, and Miscellaneous will survive the expiration or termination of this Agreement. Additionally, the provisions of this Agreement will remain in effect to the extent necessary: (i) to provide for final billings and adjustments related to the period before termination with respect to the service provided to Customer before the date on which termination of this Agreement is effective, and (ii) payment of any money due and owing any party pursuant to this Agreement, in each case in accordance with the provisions of this Agreement.