CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
June 21, 2023 @ 6:30PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Dami Oladapo, District 2 Councilmember
The Honorable Keisha Jeffcoat, District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

SPECIAL CALLED

TRANSITIONAL CITY COUNCIL MEETING AGENDA

1. **CALL TO ORDER** Mayor Michael Owens
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **APPROVAL OF AGENDA**
6. **PUBLIC COMMENTS**
7. **OLD BUSINESS:** N/A
8. **NEW BUSINESS:**
   a. *FIRST READ: Ordinance Creating Chapter 1, General Government, Article 1, General Provisions, of the City of Mableton Code of Ordinances*
   b. *FIRST READ: Ordinance Creating Chapter 2, Administration, Article 1, In General, of the City of Mableton Code of Ordinances*
   c. *FIRST READ: Ordinance Creating Chapter 7, Taxes, Fees and Assessments, of the City of Mableton Code of Ordinances*

Public comments are limited to 2 minutes per speaker. Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.

d. FIRST READ: ORDINANCES GRANTING FRANCHISES:

1. *Ordinance Granting Franchise to Georgia Power Company*
2. *Ordinance Granting Franchise to Cobb Electric Membership Corporation*
3. *Ordinance Granting Franchise to Greystone*
4. *Ordinance Granting Franchise to Comcast Cable*
5. *Ordinance Granting Franchise to AT&T*
6. *Ordinance Granting Franchise to Spectrum*
7. *Ordinance Granting Franchise to Scana Energy*
8. *Ordinance Granting Franchise to Atlanta Gas Light*
9. *Ordinance Granting Franchise to Georgia Natural Gas*
10. *Ordinance Granting Franchise to Gas South*

e. Approval of Resolution Authorizing Deferred Costs for Mableton City Councilmembers to Participate in Statewide Georgia Municipal Association Training

9. **EXECUTIVE SESSION (IF NEEDED) FOR:**
   Litigation O.C.G.A. 50-14-3 (b)(1)(A)
   Real Estate O.C.G.A. 50-14-3 (b)(1)
   Personnel O.C.G.A. 50-14-3 (b)(2)
   Exemptions O.C.G.A. 50-14-3 (b)(4)&(5)

10. **DISCUSSION**: N/A

11. **CITY ATTORNEY COMMENTS**

12. **CITY CLERK COMMENTS**

13. **CITY COUNCIL COMMENTS**

14. **ADJOURNMENT**

Public comments are limited to 2 minutes per speaker. Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.

STATE OF GEORGIA **ORD**
COBB COUNTY
CITY OF MABLETON

AN ORDINANCE CREATING CHAPTER 1, ARTICLE 1, GENERAL PROVISIONS, OF THE CITY CODE OF ORDINANCES AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the City of Mableton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council ("City Council") thereof;

WHEREAS, the City Council is authorized by the City Charter Sec. 1.13 and O.C.G.A. § 36-35-3 to adopt ordinances relating to its operations, affairs and local government;

WHEREAS, the City Council desires through this Ordinance to codify law relating to its operations, affairs and local government; and

WHEREAS, the City Council finds this Ordinance to be in the bests interest of the health, safety and welfare of the City.

IT IS HEREBY ORDAINED, by the governing authority of the City of Mableton as follows:

Section 1. Chapter 1, General Government, Article 1, General Provisions, of the City of Mableton Code of Ordinances is hereby created to read as follows:

CHAPTER 1 - GENERAL GOVERNMENT

ARTICLE 1 - GENERAL PROVISIONS

Sec. 1.1.1 Designation and citation of Code.

The ordinances embraced in this and the following chapters shall constitute and be designated the "Code of the City of Mableton, Georgia," and may be so cited.

Sec. 1.1.2 Definitions and rules of construction.

The following words, terms and phrases, when used in this Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Construction. In the construction of this Code and of all ordinances, the rules of construction and definitions set out in this section shall be observed. The rules of construction and definitions set out in this section shall not be applied to any section of this Code which shall contain any

express provisions excluding such construction or where the subject matter or context of such section may be repugnant thereto.

Generally. The ordinary signification shall be applied to all words, except words of art or words connected with a particular trade or subject matter when they shall have the signification attached to them by experts in such trade or with reference to such subject matter. In all interpretations the courts shall look diligently for the intention of the city council. Grammatical errors shall not vitiate, and a transposition of words and clauses may be resorted to when the sentence or clause is without meaning as it stands.

Liberal construction; minimum requirements; overlapping provisions. All general provisions, terms, phrases and expressions contained in this Code shall be liberally construed in order that the true intent and meaning of the city council may be fully carried out. In the interpretation and application of any provision of this Code, they shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of this Code imposes greater restrictions upon the subject matter than the other provisions of this Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling. The specific controls over the general.

As soon as possible or promptly. The term "as soon as possible" or “promptly” means within a reasonable time, having due regard to all the circumstances.

City. The term "city" means the City of Mableton, Georgia.

City council, council. The term "city council" or "council" means the city council of the City of Mableton, Georgia. The city council consists of the six councilmembers and the mayor.

Charter. The term "charter" means the municipal charter, as may be amended, for the City of Mableton, Georgia.

Code. The term "Code" means the Code of the City of Mableton, Georgia.

Computation of time. Unless required otherwise by State or federal law, the following computation of time shall govern: When a number of days is prescribed for the exercise of any privilege or the discharge of any duty, only the first or last day shall be counted. If the last day shall fall on Saturday or Sunday, the party having such privilege or duty shall have through the following Monday to exercise such privilege or to discharge the duty. When the last day prescribed for such action shall fall on a public or legal holiday as set forth in state law, the party having such privilege or duty shall have through the following business day to exercise such privilege or to discharge the duty. When the period of time prescribed is less than seven days, an intermediate Saturday, Sunday and legal holiday shall be excluded in the computation.

Conjunctions. Where a provision involves two or more items, conditions, provisions or events connected by the conjunction "and," "or" or "either … or," the conjunction shall be interpreted as follows, provided in appropriate cases the terms "and" and "or" are interchangeable:

(1) The term "and" indicates that all the connected items, conditions, provisions or events shall apply.

(2) The term "or" indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

(3) The term "either … or" indicates that the connected items, conditions, provisions or events shall apply singly, but not in combination.

Councilmember. The term "councilmember" means the individual members of the city council, including the mayor.

County. The term "county" means Cobb County, Georgia.

Delegation of authority. Whenever a provision appears requiring a city officer or city employee to do some act, it is to be construed to authorize the officer or employee to designate, delegate and authorize subordinates to perform the required act.

Federal. The term "federal" refers to the United States Government, and the agencies, departments and offices thereof.

Fire department. The term "fire department" shall refer to the county fire department or the city, whichever provides services to the city.

Following. The term "following" means next after.

Gender. Words of one gender include all other genders.

Joint authority. A joint authority given to any number of persons or officers may be executed by a majority of them, unless it is otherwise declared.

Keeper and *proprietor.* The terms "keeper" and "proprietor" means persons, whether acting by themselves or acting as a agent or employee.

May. The term "may" is to be construed as being permissive.

Month. The term "month" means a calendar month.

Must. The term "must" is to be construed as being mandatory.

Number. The singular and plural number includes the other, unless expressly excluded.

Oath. The term "oath" includes an affirmation.

O.C.G.A., state acts. The abbreviation "O.C.G.A." means the Official Code of Georgia Annotated, as amended. A reference to a "state act," whether by year and act number, year, act number and page, year and page or short title is a reference to such official act of Georgia, as amended.

Officials, employees, boards, commissions or other agencies. Whenever reference is made to officials, employees, boards, commissions or other agencies by title only, the reference refers to the officials, employees, boards, commissions or other agencies of the city.

Owner. The term "owner," as applied to a building or land, means and includes any part owner, joint owner, tenant in common, tenant in partnership or joint tenant of the whole or of a part of the building or land.

Person. The term "person" means and includes any association, club, society, firm, corporation, limited liability company, partnership or body politic and corporate, as well as an individual.

Personal property. The term "personal property" means and includes every species of property, except real property.

Police. The term "police" means the police department or police chief of the county or of the city, whichever is serving as the police force for the city.

Preceding. The term "preceding" means next before.

Property. The term "property" means and includes real and personal property.

Public place. The term "public place" means and includes any place that the public is invited or permitted to go or congregate.

Real property. The term "real property" means and includes lands, tenements and hereditaments.

Shall. The term "shall" is to be construed as being mandatory.

Sidewalk. The term "sidewalk" means any portion of a street between the curb line and the adjacent property line, intended for the use of pedestrians, excluding parkways.

Signature or *subscription.* The terms "signature" and "subscription" means and includes the mark of an illiterate or infirm person.

State. The term "state" means the State of Georgia.

Street or *road.* The terms "street" and "road" means and includes any street, avenue, boulevard, road, alley, lane, viaduct and any other public highway in the city, including, but not limited to, the paved or improved surfaces thereof.

Tenant or *occupant.* The term "tenant" or "occupant," applied to a building or land, means and includes any person holding a written or oral lease of or who occupies the whole or a part of a building or land, either alone or with others.

Tense. Words used in the past or present tense mean and include the future, as well as the past and present.

Week. The term "week" means seven days.

Will. The term "will" is to be construed as being mandatory.

Writing. The term "writing" means and includes printing and coherent text.

Sec. 1.1.3. Catchlines of sections, effect of history notes, references in Code.

(a) The catchlines of the several sections of this Code in boldface type are intended as mere catchwords to indicate the contents of the sections and shall not be deemed or taken to be titles of such sections nor, as any part of such sections nor, unless expressly so provided, shall they be so deemed when any of such sections, including the catchlines, are amended or reenacted.

(b) The history or source notes appearing in parentheses after sections in this Code are not intended to have any legal effect but are merely intended to indicate the source of matter contained in the section. Editor's notes, cross references, and state law references which appear after sections or subsections of this Code or which otherwise appear in footnote form are provided for the convenience of the user of this Code and have no legal effect.

(c) All references to parts, titles, chapters, articles, divisions, subdivisions or sections are references to this Code, unless otherwise specified.

Sec. 1.1.4 Effect of repeal of ordinances.

The repeal of an ordinance shall not revive any ordinance in force before or at the time the ordinance repealed took effect. The repeal of an ordinance shall not affect any punishment or penalty incurred before the repeal took effect or any suit, prosecution or proceeding pending at the time of the repeal for an offense committed or cause of action arising under the ordinance repealed.

Sec. 1.1.5 Amendments to Code; effect of new ordinances; amendatory language.

(a) All ordinances adopted subsequent to this Code that amend, repeal or in any way affect this Code may be numbered in accordance with the numbering system of this Code and printed for inclusion in this Code. The subsequent ordinances as numbered and printed or omitted, in the case of repeal, shall be prima facie evidence of these subsequent ordinances or resolutions until such time that this Code and subsequent ordinances numbered or omitted are readopted as a new Code.

(b) Amendments to any of the provisions of this Code may be made by amending those provisions by specific reference to the section number of this Code in the following language: "Section _____ of the Code of the City of Mableton, Georgia, is hereby amended to read as follows:…." The new provisions may then be set out in full as desired.

(c) If a new section not heretofore existing in the Code is to be added, the following language may be used: "The Code of the City of Mableton, Georgia, is hereby amended by adding a section (or chapter, article, division or subdivision, as appropriate), that reads as follows:…." The new material may then be set out in full as desired.

Sec. 1.1.6 Supplementation of Code.

(a) Supplements to this Code shall be prepared and printed whenever authorized or directed by the city. A supplement to the Code shall include all substantive permanent and general parts of ordinances adopted during the period covered by the supplement and all changes made thereby in the Code. The pages of a supplement shall be so numbered that they will fit properly into the Code and will, where necessary, replace pages which have become obsolete or partially obsolete, and the new pages shall be so prepared that, when they have been inserted, the Code will be current through the date of the adoption of the latest ordinance included in the supplement.

(b) In preparing a supplement to this Code, all portions of the Code that have been repealed shall be excluded from the Code by the omission thereof from reprinted pages.

(c) When preparing a supplement to this Code, the person authorized to prepare the supplement may make formal, non-substantive changes in ordinances or resolutions and parts of ordinances or resolutions included in the supplemental, insofar as it is necessary to do so to embody them into a unified Code. For example, the person may:

(1) Organize the ordinance material into appropriate subdivisions.

(2) Provide appropriate catchlines, headings and titles for sections and other subdivisions of the Code printed in the supplement and make changes in such catchlines, headings and titles.

(3) Assign appropriate numbers to sections and other subdivisions to be inserted in the Code and, where necessary to accommodate new material, change existing section or other subdivision numbers.

(4) Change the words "this ordinance" or words of the same meaning to "this chapter," "this article," "this division," etc., as the case may be, or to "sections _____ to _____" (inserting section numbers to indicate the sections of the Code that embody the substantive sections of the ordinance incorporated into the Code).

(5) Make other non-substantive changes necessary to preserve the original meaning of ordinances inserted into the Code.

Sec. 1.1.7 General penalty; continuing violations.

(a) In this section, the term "violation of this Code" means:

(1) Doing an act that is prohibited or made or declared unlawful or an offense by ordinance or by rule or regulation authorized by ordinance;

(2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance; or

(3) Failure to perform an act if the failure is declared an offense or unlawful by ordinance or by rule or regulation authorized by ordinance.

(b) In this section, the term "violation of this Code" does not include the failure of a city officer or city employee to perform an official duty, unless it is provided that failure to perform the duty is to be punished as provided in this section or it is clear from the context that it is the intent to impose the penalty provided for in this section upon the officer or employee.

(c) Except as otherwise provided:

(1) A person convicted of a violation of this Code shall be punished by a fine not exceeding $1,000.00, imprisonment for a term not exceeding six months, or any combination thereof.

(2) With respect to violations of this Code that are continuous with respect to time, each day the violation continues is a separate offense.

(3) With respect to violations of this Code that are not continuous with respect to time, each day the violation continues is a separate offense.

(d) All fines shall be paid into the city treasury.

(e) Community service may be substituted for the fine, within the applicable Court’s discretion, with the rate of hourly work set to that of the federal minimum wage.

(f) The imposition of a penalty does not prevent revocation or suspension of a license, permit or franchise or other administrative sanctions.

(g) Violations of this Code that are continuous with respect to time are a public nuisance and may be abated by injunctive or other equitable relief and by such other means as are provided by law. The imposition of a penalty does not prevent other relief authorized by law, including equitable relief.

Sec. 1.1.8 Severability of Code.

The sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph or section of this Code shall be declared unconstitutional, invalid or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, that unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Code, since they would have been enacted without the incorporation in this Code of the unconstitutional, invalid or unenforceable phrase, clause, sentence, paragraph or section.

Sec. 1.1.9 Provisions considered as continuations of existing ordinances.

The provisions appearing in this Code, insofar as they are the same as those of ordinances and resolutions existing at the time of adoption of this Code, shall be considered as continuations thereof and not as new enactments.

Sec. 1.1.10 Prior offenses, penalties, contracts or rights not affected by adoption of Code.

(a) Nothing in this Code or the ordinance adopting this Code shall affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this Code.

(b) The adoption of this Code shall not be interpreted as authorizing or permitting any use or the continuance of any use of a structure or premises in violation of any ordinance or resolution in effect on the date of adoption of this Code.

Sec. 1.1.11 Certain ordinances not affected by Code.

Nothing in this Code or the ordinance adopting this Code affects the validity of any of the following ordinances or portions of ordinances not in this Code, which ordinances or portions of ordinances continue in full force and effect to the same extent as if published at length in this Code:

(1) Promising or guaranteeing the payment of money or authorizing the issuance of bonds or other instruments of indebtedness.

(2) Authorizing or approving any contract, deed, or agreement.

(3) Granting any right or franchise.

(4) Making or approving any appropriation or budget.

(5) Providing for salaries or other employee benefits not codified in this Code.

(6) Adopting or amending the comprehensive plan.

(7) Levying or imposing any special assessment.

(8) Dedicating, establishing naming, locating, relocating, opening, paving, widening, repairing or vacating any street, sidewalk or alley.

(9) Providing for or dedicating, accepting or vacating any plat or subdivision.

(10) Levying, imposing or otherwise relating to taxes not codified in this Code.

(11) Rezoning property or otherwise pertaining to zoning.

(12) That is temporary, although general in effect.

(13) That is special, although permanent in effect.

(14) The purpose of which has been accomplished.

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Section 2. It is hereby declared to be the intention of the City Council that:

(a) All sections, paragraphs, sentences and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing and renumbering purposes.

Section 4. The effective date of this Ordinance shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law.

SO ORDAINED this _____ day of 2023.

ATTEST: CITY OF MABLETON, GEORGIA:

_____ _____

Susan D. Hiott, Interim City Clerk Michael Owens, Mayor

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, Interim City Attorney

STATE OF GEORGIA **ORD**
COBB COUNTY
CITY OF MABLETON

AN ORDINANCE CREATING CHAPTER 2, ADMINISTRATION, ARTICLE 1, IN GENERAL, OF THE CITY CODE OF ORDINANCES AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the City of Mableton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council ("City Council") thereof;

WHEREAS, the City Council is authorized by the City Charter Sec. 1.13 and O.C.G.A. § 36-35-3 to adopt ordinances relating to its operations, affairs and local government;

WHEREAS, the City Council desires through this Ordinance to codify law relating to its operations, affairs and local government; and

WHEREAS, the City Council finds this Ordinance to be in the bests interest of the health, safety and welfare of the City.

IT IS HEREBY ORDAINED by the governing authority of the City of Mableton as follows:

Section 1. Chapter 2, Administration, Article 1, In general, of the City of Mableton Code of Ordinances is hereby created to read as follows:

CHAPTER 2 - ADMINISTRATION

ARTICLE 1 –IN GENERAL

Sec. 2.1.1 Exercise of powers.

The powers of the city may be exercised, as provided by the charter, by the city, and by the parties with whom the city contracts for municipal services.

Sec. 2.1.2 Meetings.

(a) *Meeting times.* As described in section 2.19 of the charter, the city council shall hold regular meetings at such times and places as shall be prescribed by ordinance.

(b) *Meetings scheduled on a federal or state holiday*. If a meeting falls on a federal or state holiday, the council may cancel or reschedule the meeting and publish notice of the change.

(c) *Special meetings.* Special meetings may be called in accordance with the Charter provision section 2.19.

(d) *Meetings adjourned.* Any meeting of the council may be continued or adjourned from day to day, or for more than one day.

(e) All city council meetings, including any closed executive sessions, shall be held in accordance with the Georgia Open and Public Meetings Act, O.C.G.A. § 50-14-1 et seq.

(f) Rules and procedures for city council meetings and public hearings may be further defined by adoption of a resolution of the city council.

Sec. 2.1.3 Records and document retention.

(a) All requests for city records made under the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., shall be submitted in writing to the city clerk. Requests for records stored by outside agencies, such as police and/or fire records, shall be made to the agency who stores such records.

(b) Pursuant to the Georgia Records Act, O.C.G.A. § 50-18-90 et seq., the city adopts the records management plan and record retention schedules recommended by the Georgia secretary of state, as may be additionally amended from time to time by future resolutions of the city council.

Sec. 2.1.4 Subpoenas.

(a) The city council, when sitting as a judicial or quasi-judicial body pursuant to public law, its charter, or its ordinances, may compel the attendance of witnesses by subpoena under the same rules as prevail in the superior courts.

(b) The subpoenas as authorized in the preceding section shall bear witness in the name of the mayor; shall be issued by the city clerk; and may be served by any law enforcement officer with jurisdiction in Cobb County or by such other person as the mayor may designate.

(c) Should any person fail to respond to a subpoena of the council, after having been lawfully served, without good cause, or should the person refuse to testify under oath, then the council may hold the person in contempt, and, in their discretion, punish the person by the imposition of a fine according to the maximum allowed by state law. Each of the failures or refusals herein described shall constitute a separate contempt.

Sec. 2.1.5 Reimbursement and travel.

(a) *City business.* As authorized by the city charter, the mayor and councilmembers shall be reimbursed each fiscal year for expenses actually and necessarily incurred by the mayor and councilmembers in carrying out their official duties, at an amount each fiscal year which shall not exceed $5,000 for the mayor and $3,000 for any councilmember.

(b) *Incidentals and training*. Reimbursement under this section shall include overnight travel, lodging, ground transportation, meals and other and incidental expenses incurred by the mayor or councilmember in connection with city business. Such allowances shall not include the costs associated with any state mandated or sponsored training which has been preapproved by the city council.

(c) *Expense reports*. Within 60 days after incurring the aforementioned expenditures, the mayor or councilmembers shall file with the finance director, city manager, or mayor, if a city manager has not been appointed, a signed travel expense form setting forth the reasonable expenses incurred for which city payment is sought. Original receipts documenting each expense over $10.00 must accompany the form, except for reasonable and customary out-of-pocket expenses such as tolls, valet services, gratuities, and federal mileage.

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Section 2. It is hereby declared to be the intention of the City Council that:

(a) All sections, paragraphs, sentences and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing and renumbering purposes.

Section 4. The effective date of this Ordinance shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law.

SO ORDAINED this _____ day of 2023.

ATTEST: CITY OF MABLETON, GEORGIA:

_____ _____

Susan D. Hiott, Interim City Clerk Michael Owens, Mayor

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, Interim City Attorney

STATE OF GEORGIA **ORD**
COBB COUNTY
CITY OF MABLETON

AN ORDINANCE CREATING CHAPTER 7, TAXES, FEES AND ASSESSMENTS OF THE CITY CODE OF ORDINANCES; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the City of Mableton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council ("City Council") thereof;

WHEREAS, the City Council is authorized by Sec. 6.14 of the City Charter to "grant franchises for the use of this city's streets and alleys for the purposes of railroads, street railways, telephone companies, electric companies, electric membership corporations, cable television and other telecommunications companies, gas companies, transportation companies, and other similar organizations";

WHEREAS, the City Council is further authorized by Sec. 1.13 of the City Charter "to levy and collect such other taxes as may be allowed now or in the future by law";

WHEREAS, the City Council desires through this Ordinance to adopt reasonable Code provisions relating to taxes, fees and assessments; and

WHEREAS, the City Council finds this Ordinance to be in the bests interest of the health, safety and welfare of the City.

IT IS HEREBY ORDAINED, by the governing authority of the City of Mableton as follows:

Section 1. Chapter 7, Taxes, fees and assessments, of the City of Mableton Code of Ordinances is hereby created to read as follows:

CHAPTER 7 - TAXES, FEES AND ASSESSMENTS

ARTICLE 1 - FRANCHISES

Sec. 7.1.1 Definitions.

"*Cable Service Supplier*" means any person or group of persons: A) who provides cable service within the city, over a cable system and directly, or through one or more affiliates, owns a

significant interest in such cable system, or B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system.

"*Electric Service Supplier*" means a person or entity engaged in Franchise Activity for the purpose of distributing and/or selling electric power within the city.

"*Franchise Activity*" means installing, constructing, maintaining or causing to be installed, constructed or maintained, any pipe, main, conduit, cable, wire, pole, tower, traffic or other signal and other equipment, facilities, appliance, receptacle or sign, in, on, along, over or under the public roads or alleys of the city.

"*Gas Service Suppliers*" means a person or entity engaged in Franchise Activity for the purpose of distributing and/or selling gas within the city.

"*Telecommunication Services*" means the receipt and/or distribution, through any means, including, without limitation, coaxial cable, optical fiber, or satellite or microwave transmission of one or more audio, voice or data signals. Telecommunication services includes both cable services and noncable telecommunication services.

Sec. 7.1.2 - Granting authority.

No person or entity shall install, construct, maintain or cause to be installed, constructed or maintained any pipe, main, conduit, cable, wire, pole, tower, traffic or other signal and other equipment, facilities, appliance, receptacle or sign, in, on, along, over or under the public roads or alleys of the city without a city approved franchise agreement or payment of a franchise tax as set forth under this article; provided, however, that such franchise fees and/or tax shall not be in excess of those as may be authorized by any applicable state or federal regulatory agency. No franchise agreement shall be granted except by adoption of such franchise agreement by the city council. Any franchise granted shall be nonexclusive.

Sec. 7.1.3 - Electric service suppliers.

Electric Service Suppliers engaging in Franchise Activity without a franchise agreement with the city, shall pay a gross receipts tax to the city at the rate of four percent (4%) on any and all gross revenue derived from distribution and sale of electric power to their customers, members and/or purchasers within the city. Payments due by Electric Service Suppliers to the City for such gross revenue shall be remitted to the city within thirty (30) calendar days of the last calendar day of the preceding month, and shall be accompanied by a verified statement of said gross revenues for such month prior. This tax is levied pursuant to authority granted in section 6.14 of the city charter, and any other applicable provision of said charter or applicable laws.

Sec. 7.1.4 - Cable and other Telecommunication Service Suppliers.

Cable and Telecommunication Services Suppliers engaging in Franchise Activity without a franchise agreement with the city, shall pay a tax to the city in an amount equal to five percent

(5%) of gross revenues derived from the operation of such cable system or telecommunication services within the city. Payments due by Cable and Telecommunication Services Suppliers to the City for such gross revenue shall be remitted to the City on a quarterly basis, not later than 30 days after the last day of March, June, September, and December. The initial payment shall be due on or by July 30, 2023, and quarterly thereafter as set forth herein.

Sec. 7.1.5 - Gas Service Suppliers.

Gas Service Suppliers engaging in Franchise Activity without a franchise agreement with the city, shall pay a monthly tax to the city, which shall be calculated as follows:

The following formula quantifies this payment: FF = FFF × DDDC × FFFA

Where:

FF = total franchise fees due to the city for the 12-month period commencing October 1 and ending September 30th annually

FFF = the Franchise Fee Factor, as regulated by the Georgia Public Service Commission

DDDC = dedicated design day capacity or "DDDC" means the sum of the individual capacity in Dekatherms attributable to all firm customers, as defined below, located within the city limits of the city.

Franchise Fee Factor Adjustment ("FFFA") means the percent change in the cost of service as explicitly or implicitly determined by the GPSC as a result of a rate case.

Such Gas Service Suppliers shall make franchise payments as set forth herein to the city on a quarterly basis, and shall be remitted not later than 30 days after the last day of March, June, September, and December annually. The initial payment shall be due on or by July 30, 2023, and quarterly thereafter as set forth herein.

Sec. 7.1.5 - Enforcement.

Outstanding and unpaid taxes imposed and assessed by this article may be collected in any and all manners allowed by law.

ARTICLE 2 - INSURANCE COMPANIES

Sec. 7.2.1 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Gross direct premiums means gross direct premiums as used in O.C.G.A. § 33-8-4, which provides:

(1) All foreign, alien, and domestic insurance companies doing business in this state shall pay a tax of 2¼ percent upon the gross direct premiums received by them on and after July 1, 1955. The tax shall be levied upon persons, property, or risks in the state, from January 1 to December 31, both inclusive, of each year without regard to business ceded to or assumed from other companies. The tax shall be imposed upon gross premiums received from direct writings without any deductions allowed for premium abatements of any kind or character or for reinsurance or for cash surrender values paid, or for losses or expenses of any kind; provided, however, deductions shall be allowed for premiums returned on the change of rate or canceled policies; provided, further, that deductions may be permitted for return premiums or assessments, including all policy dividends, refunds, or other similar returns paid or credited to policyholders and not reapplied as premium for additional or extended life insurance. The term "gross direct premiums" does not mean and include annuity considerations.

(2) For purposes of this chapter, annuity considerations received by nonprofit corporations licensed to do business in this state issuing annuities to fund retirement benefits for teachers and staff personnel of private secondary schools and colleges and universities shall not be considered gross direct premium.

Insurer means a company which is authorized to transact business in any classes of insurance designated in O.C.G.A. § 33-3-5.

Sec. 7.2.2 - License fees.

There is hereby levied for an annual license fee upon each insurer doing business within the city in the amount of $150.00. Such license fees shall be due and payable on January 1 and on the first day of each subsequent year.

Sec. 7.2.3 - Additional license fees.

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes application for insurance through a licensed agent of an insurer for insurance, said insurer shall pay an additional license fee in the amount $52.50 per location for the year 2007, and each year thereafter.

Sec. 7.2.4 - Gross premiums tax—Life, accident and sickness insurers.

(a) There is hereby levied an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the state in an amount equal to one percent of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1.

(b) The premium tax levied by this section is in addition to the license fees imposed under this article.

Sec. 7.2.5 - Same—All other insurers.

(a) There is hereby levied an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in O.C.G.A. § 33-3-5(1), doing business within the state in an amount equal to 2½ percent of the gross direct premium received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.2.

(b) The premium tax levied by this section is in addition to the license fees imposed under this article.

ARTICLE 3 – FINANCIAL INSTITUTIONS

Sec. 7.3.1 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bank means any financial institution chartered under the laws of any state or under the laws of the United States which is authorized to receive deposits in this state and which has a corporate structure authorizing the issuance of capital stock.

Depository financial institution means a bank or a savings and loan association.

Gross receipts means gross receipts as defined in O.C.G.A. § 48-6-93.

Savings and loan association means any financial institution, other than a credit union, chartered under the laws of any state or under the laws of the United States which is authorized to receive deposits in this state and which has a mutual corporate form.

Sec. 7.3.2 - Business license tax.

In accordance with O.C.G.A. § 48-6-93, there is hereby levied an annual business license tax upon all depository financial institutions located within the city at a rate of one-quarter percent of the gross receipts of said depository financial institutions.

Sec. 7.3.3 - Minimum amount.

The minimum annual amount of business license tax due from any depository financial institution pursuant to O.C.G.A. § 48-6-93(a) shall be $1,000.00.

Sec. 7.3.4 - Filing of return.

Pursuant to O.C.G.A. § 48-6-93(a), each depository financial institution subject to the tax levied by this article shall file a return of the gross receipts with the city manager or designee on or before March 1 of the year following the year in which such gross receipts are measured. Said return shall be in the manner and the form prescribed by the commissioner of the department of revenue, based on the allocation method set forth in O.C.G.A. § 48-6-93(d). The return shall provide the information necessary to determine the portion of the taxpayer's state gross receipts to

be allocated to each taxing jurisdiction in which such institution has an office. The city manager or designee shall assess and collect the tax levied pursuant to this article based upon the information provided in said return.

Sec. 7.3.5 - Payment must accompany return.

Taxes levied pursuant to this article shall be paid to the city at the time of filing the return.

Sec. 7.3.6 - Relation of tax to other business licenses.

The tax imposed by this article shall be in lieu of any other business license or occupation tax upon depository financial institutions.

ARTICLE 4 – RENTAL MOTOR VEHICLE TAX

Sec. 7.4.1 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Month or *monthly period* means the calendar months of any year.

Motor vehicle means a motor vehicle designed to carry ten or fewer passengers and used primarily for the transportation of persons that is rented or leased without a driver regardless of whether such vehicle is licensed in the state.

Rental charge means the total value received by a rental motor vehicle concern for the rental or lease of 31 or fewer consecutive days of a rental motor vehicle, including the total cash and nonmonetary consideration for the rental or lease including, but not limited to, charges based on time or mileage and charges for insurance coverage or collision damage waiver, but excluding all charges for motor fuel taxes or sales taxes.

Rental motor vehicle concern means a person or legal entity which owns or leased five or more rental motor vehicles and which regularly rents or leases such vehicles to the public for value.

Tax, excise tax or *taxes* means the tax imposed by this article.

Sec. 7.4.2 - Excise tax levied.

(a) There is hereby assessed and levied an excise tax upon each rental charge collected by any rental motor vehicle concern when such charge constitutes a taxable event for the purposes of the sales and use tax as provided for under O.C.G.A. ch. 8, art. 1 (O.C.G.A. § 48-8-1 et seq.) on any motor vehicle rental charge made in the city. The tax levied pursuant to this article shall be in the amount of three percent of the rental charge. The tax levied pursuant to this article shall be imposed only at the time when and the place where a customer pay sales tax with respect to the rental charge. The customer who pays a rental charge that is subject to the tax levy as provided in this article shall be liable for the tax. The tax shall be paid by the customer to the rental motor vehicle concern. The tax shall be a debt of the customer to the rental motor vehicle concern until it is paid and shall be recoverable at law in the same manner as authorized for the recover for other debts.

(b) The rental motor vehicle concern collecting the tax shall remit the tax to the city and the tax thus remitted shall be a credit against the tax imposed by this article on the rental motor vehicle concern. Every rental motor vehicle concern subject to the tax levied by this article shall be liable for the tax at the rate of three percent upon the rental charges, actually collected or the amount of taxes collected from the customers, whichever, is greater.

(c) The city council declares that the proceeds received from the excise tax levied by this article are to be expedited for use in public safety facilities, including pedestrian sidewalks, installation of traffic lights, street lighting for public safety purposes, and for the maintenance of such systems of traffic lights and streets lights within the territorial city limits.

Sec. 7.4.3 - Exceptions.

No tax shall be imposed pursuant to this article on the rental charge associated with the rental or lease of a rental motor vehicle if either:

(1) The customer picks up the rental motor vehicle outside the state and returns it within the state;

(2) The customer picks up the rental motor vehicle in the state and returns it outside the state.

Sec. 7.4.5 - Authority and records.

(a) The city manager or designee shall administer and enforce this article for the levy and collection of the tax.

(b) Every rental motor vehicle concern subject to this article shall keep such records, receipts, invoices and other pertinent papers in such form as the city manager or designee may require.

Sec. 7.4.6 - Reimbursement for collecting monies.

Each rental motor vehicle concern collecting the tax imposed by this article shall be allowed to retain three percent of the tax due and collected and may retain that amount in the form of a deduction for expenses incurred in submitting, reporting and paying the amount of taxes due, if the amounts due are not delinquent at the time of payment.

Sec. 7.4.7 - Statement required; penalty for failure to comply.

(a) On or before the 20th day of each month, the motor vehicle concern liable for the tax provided for herein shall transmit to the city, a statement showing the gross rental charges and gross taxes collected authority of this article for each preceding calendar month. Along with said statement, the motor vehicle concern shall submit the net taxes due for each particular month.

(b) Failure to remit taxes by the due date shall subject the rental motor vehicle concern to a penalty of five percent of the tax then due and in addition to such penalty, interest thereon the unpaid principal amount due, computed at the rate of one percent per month.

Sec. 7.4.8 - Records.

In order to aid in the administration and enforcement of the provisions of this article and collect all the tax imposed, all rental motor vehicle concerns are hereby required to keep a record

of rental charges for rental motor vehicles and taxes collected which are related thereto. Said records shall be open for inspection and copying by the city during business hours.

Sec. 7.4.9 - Deficiency determination.

(a) If it appears that a return for excise tax or the amount of tax remitted is inaccurate or incomplete, the city may compute and determine the amount required to be paid based upon any information within his possession or that may come into his possession. One deficiency determination may be made of the amount due for one or more monthly periods.

(b) The amount of the determination made by the city shall bear interest at the rate of one percent per month or fraction thereof from the due date of the taxes found due by him.

(c) The city shall give to the rental vehicle concern a written notice of any such determination. The notice may be made personally or by mail and if by mail the service shall be addressed to the operator of the rental motor vehicle concern at the address as the same appears in the records of the city as provided by each rental motor vehicle concern. Service shall be complete when delivered by certified mail with a receipt signed by an addressee or agent addressee.

(d) Except in cases of failure to make a return, every notice of deficiency determination shall be mailed within three years after the 20th day of the calendar month following the period in which the amount proposed to be determined or within three years after the return was filed, whichever period shall expire last.

Sec. 7.4.10 - Audit authority.

The city upon exhibition of identification and during regular business hours may examine and copy the books, papers, records, financial reports equipment and other facilities, if necessary, of any rental motor vehicle concern in order to verify the accuracy of any return made pursuant to this article, or if no return is made by the rental motor vehicle concern, to ascertain or determine the amount of the tax required to be paid.

Sec. 7.4.11 - Withholding tax on sale of business.

(a) If any rental motor vehicle concern liable for any amount under this article transfers or sells its business or quits the business, its successors or assigns shall withhold sufficient amounts from the purchase price to cover the amount required to be paid pursuant to this article until the former owner or operator of the rental motor vehicle concern produces a receipt from the city manager or designee showing that the indebtedness has been paid or a certificate stating that no amount is due.

(b) If the purchaser of a business or rental motor vehicle concern fails to withhold from the purchase price as required herein such purchaser shall be personally liable for the payment of the amount of the outstanding tax required to be withheld by him to the extent of such purchase price.

Sec. 7.4.12 - Additional penalty.

(a) In addition to the interest charges and delinquent penalties specified in this article any person violating any of the provisions of this article shall be punished as allowed by applicable law. Such persons shall be guilty of a separate offense for each and every day during which any

violation of any provision of this article is committed, continued, or permitted by that person and shall be punished accordingly.

****

Section 2. It is hereby declared to be the intention of the City Council that:

(a) All sections, paragraphs, sentences and phrases of this Ordinance are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. No section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Ordinance for proofing and renumbering purposes.

Section 4. The effective date of this Ordinance shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law. In the event that any effective date and/or tax commencement date herein is determined to be invalid, said effective date and/or tax commence date shall be the earliest date allowed by law.

SO ORDAINED this _____ day of 2023.

ATTEST: CITY OF MABLETON, GEORGIA:

_____ _____

Susan D. Hiott, Interim City Clerk Michael Owens, Mayor

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, Interim City Attorney

ORDINANCE GRANTING FRANCHISE

To

GEORGIA POWER COMPANY

By

CITY OF MABLETON

On

_____, 2023

The within Ordinance Granting Franchise

accepted on _____, 2023,

by GEORGIA POWER COMPANY:

By: _____
Kim, Greene, Chairman,
President and CEO

AN ORDINANCE GRANTING FRANCHISE, PERMISSION AND CONSENT to **Georgia Power Company**, a Georgia corporation, and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the streets and public places of the **City of Mableton, Georgia**, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the "City"), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes, as follows:

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company, for a period of thirty-five (35) years from the date of the Company's acceptance hereof, to occupy and use the streets, alleys, and public places of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the "Company's Facilities") for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public places from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to insure safe and efficient service.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. Starting July 1, 2023, the Company shall pay into the treasury of the City a sum of money equal to four percent (4%) of the gross sales of electric energy to all of the Company's customers served within the corporate limits of the City during the previous month, which shall include sales of electric energy to all customers served under residential and commercial rate schedules (as prescribed by the Georgia Public Service Commission) within the corporate limits of the City during the previous month and four percent (4%) of the gross sales of electric energy to customers served under industrial rate schedules (as so prescribed) within the corporate limits of the City during the previous month. Payments collected by the Company for such gross sales shall be remitted to the City within thirty (30) calendar days of the last calendar day of the preceding month.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all damages to persons or property caused by the construction, maintenance, operation, or extension of the Company's Facilities, or conditions of streets, alleys, or public places resulting therefrom, for which the City would otherwise be liable.

4. The Company shall, in constructing, maintaining, operating, and extending the Company's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.

5. The term "Distribution Facilities" as used within this ordinance means 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) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits 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 (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter 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.

6. 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, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. The Company's obligations under this paragraph 6 shall apply without regard to whether the Company has acquired, or claims to have acquired, an easement or other property right with respect to such Distribution Facilities and shall not affect the amounts paid or to be paid to the City under the provisions of paragraph 1 of this Section II. Notwithstanding the foregoing provisions of this paragraph 6, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time 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.

7. 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 Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other 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 Facilities. Such communication may include, but is not limited to, (i) both parties' participation in 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).

8. With regard to each streetscape project undertaken by or on behalf of the City, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) which City asks Company to relocate in connection with such project. For each streetscape project, the Company shall estimate in good faith the amount of incremental base revenue, if any, that the Company will realize as a result of new customer load or expansion of existing customer load attributable to such project; and such estimate shall be based on tariffs in effect at the time that construction of such project begins and shall not include fuel recovery charges, non-electric service billings, or taxes. If such estimate indicates that the Company will realize incremental base revenue, the Company shall do one of the following, whichever results in greater cost savings to the City: (i) reduce the City's advance payment to the Company for relocation costs by ten percent (10%); or (ii) where the City has developed a bona fide marketing plan within twelve (12) months after construction of such project begins, either refund the amount of the Company's incremental base revenue during such twelve-month period to the City or credit such amount against any future payment due from the City to the Company. The City and the Company

acknowledge and agree that the amount of any refund or credit calculated pursuant to clause (ii) of the foregoing sentence of this paragraph 8 shall not exceed the amount of the City's advance payment to the Company for relocation costs associated with such project.

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit the City's ability to grant additional franchises, nor 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 IV. Be it further ordained that from time to time after the approval and acceptance of this ordinance, the Company and the City may enter into such written additional agreements with one another as the Company and the City deem reasonable and appropriate.

SECTION V. Within 30 days of any request by the City, Company shall submit a report to City showing the volume of gross sales for all service classifications (residential, commercial, industrial, etc.) for the period requested by the City.

SECTION VI. Upon request by the City, which request shall not be made more often than once every three years, Company shall cause, at Company's expense, an independent audit to be performed of its franchise fee payments for any period previously un-audited.

SECTION VII. Be it further ordained that the Company shall, within fifteen (15) days from the approval of this ordinance, file the Company's written acceptance of the non-exclusive franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City.

SECTION VIII. Be it further ordained that upon such acceptance all laws and ordinances, and all agreements between the Company and the City with respect to the Company's 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.

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on

_____, 2023.

Approved:_____, 2023.

_____

Michael Owens, Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on _____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____day of _____, 2023.

_____
Clerk

ORDINANCE GRANTING FRANCHISE

To

COBB ELECTRIC MEMBERSHIP CORPORATION

By

CITY OF MABLETON

On

_____, 2023

The within Ordinance Granting Franchise

accepted on _____, 2023, by

COBB ELECTRIC MEMBERSHIP CORPORATION:

By: _____,
Chairman, President and CEO

AN ORDINANCE GRANTING FRANCHISE, PERMISSION AND CONSENT to **Cobb Electric Membership Corporation**, a Georgia corporation, and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the streets and public places of the **City of Mableton, Georgia**, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the "City"), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes, as follows:

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company, for a period of thirty-five (35) years from the date of the Company's acceptance hereof, to occupy and use the streets, alleys, and public places of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the "Company's Facilities") for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public places from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to insure safe and efficient service.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. Starting July 1, 2023, the Company shall pay into the treasury of the City a sum of money equal to four percent (4%) of the gross sales of electric energy to all of the Company's customers served within the corporate limits of the City during the previous month[1], which shall include sales of electric energy to all customers served under residential and commercial rate schedules (as prescribed by the Georgia Public Service Commission) within the corporate limits of the City during the previous month and four percent (4%) of the gross sales of electric energy to customers served under industrial rate schedules (as so prescribed) within the corporate limits of the City during the previous month. Payments collected by the Company for such gross sales shall be remitted to the City within thirty (30) calendar days of the last calendar day of the preceding month.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all damages to persons or property caused by the construction, maintenance, operation, or extension of the Company's Facilities, or conditions of streets, alleys, or public places resulting therefrom, for which the City would otherwise be liable.

4. The Company shall, in constructing, maintaining, operating, and extending the Company's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.

[1] (which shall include payments due for the previous month of June 2023, due to the City by July 30, 2023)

5. The term "Distribution Facilities" as used within this ordinance means 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) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits 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 (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter 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.

6. 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, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. The Company's obligations under this paragraph 6 shall apply without regard to whether the Company has acquired, or claims to have acquired, an easement or other property right with respect to such Distribution Facilities and shall not affect the amounts paid or to be paid to the City under the provisions of paragraph 1 of this Section II. Notwithstanding the foregoing provisions of this paragraph 6, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time 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.

7. 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 Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other 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 Facilities. Such communication may include, but is not limited to, (i) both parties' participation in 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).

8. With regard to each streetscape project undertaken by or on behalf of the City, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) which City asks Company to relocate in connection with such project. For each streetscape project, the Company shall estimate in good faith the amount of incremental base revenue, if any, that the Company will realize as a result of new customer load or expansion of existing customer load attributable to such project; and such estimate shall be based on tariffs in effect at the time that construction of such project begins and shall not include fuel recovery charges, non-electric service billings, or taxes. If such estimate indicates that the Company will realize incremental base revenue, the Company shall do one of the following, whichever results in greater cost savings to the City: (i) reduce the City's advance payment to the Company for relocation costs by ten percent (10%); or (ii) where the City has developed a bona fide marketing plan within twelve (12) months after construction of such project begins, either refund the

amount of the Company's incremental base revenue during such twelve-month period to the City or credit such amount against any future payment due from the City to the Company. The City and the Company acknowledge and agree that the amount of any refund or credit calculated pursuant to clause (ii) of the foregoing sentence of this paragraph 8 shall not exceed the amount of the City's advance payment to the Company for relocation costs associated with such project.

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit the City's ability to grant additional franchises, nor 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 IV. Be it further ordained that from time to time after the approval and acceptance of this ordinance, the Company and the City may enter into such written additional agreements with one another as the Company and the City deem reasonable and appropriate.

SECTION V. Within 30 days of any request by the City, Company shall submit a report to City showing the volume of gross sales for all service classifications (residential, commercial, industrial, etc.) for the period requested by the City.

SECTION VI. Upon request by the City, which request shall not be made more often than once every three years, Company shall cause, at Company's expense, an independent audit to be performed of its franchise fee payments for any period previously un-audited.

SECTION VII. Be it further ordained that the Company shall, within fifteen (15) days from the approval of this ordinance, file the Company's written acceptance of the non-exclusive franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City.

SECTION VIII. Be it further ordained that upon such acceptance all laws and ordinances, and all agreements between the Company and the City with respect to the Company's 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.

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on

_____, 2023.

Approved:_____, 2023.

_____

Michael Owens, Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on _____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____day of _____, 2023.

_____
Clerk

ORDINANCE GRANTING FRANCHISE

To

GREYSTONE POWER CORPORATION

By

CITY OF MABLETON

On

_____, 2023

The within Ordinance Granting Franchise

accepted on _____, 2023, by

GREYSTONE POWER CORPORATION:

By: _____,
Chairman, President and CEO

AN ORDINANCE GRANTING FRANCHISE, PERMISSION AND CONSENT to **GreyStone Power Corporation**, a Georgia corporation, and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the streets and public places of the **City of Mableton, Georgia**, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the "City"), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes, as follows:

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company, for a period of thirty-five (35) years from the date of the Company's acceptance hereof, to occupy and use the streets, alleys, and public places of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the "Company's Facilities") for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public places from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to insure safe and efficient service.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. Starting July 1, 2023, the Company shall pay into the treasury of the City a sum of money equal to four percent (4%) of the gross sales of electric energy to all of the Company's customers served within the corporate limits of the City during the previous month[1], which shall include sales of electric energy to all customers served under residential and commercial rate schedules (as prescribed by the Georgia Public Service Commission) within the corporate limits of the City during the previous month and four percent (4%) of the gross sales of electric energy to customers served under industrial rate schedules (as so prescribed) within the corporate limits of the City during the previous month. Payments collected by the Company for such gross sales shall be remitted to the City within thirty (30) calendar days of the last calendar day of the preceding month.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all damages to persons or property caused by the construction, maintenance, operation, or extension of the Company's Facilities, or conditions of streets, alleys, or public places resulting therefrom, for which the City would otherwise be liable.

4. The Company shall, in constructing, maintaining, operating, and extending the Company's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.

[1] (which shall include payments due for the previous month of June 2023, due to the City by July 30, 2023)

5. The term "Distribution Facilities" as used within this ordinance means 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) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits 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 (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter 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.

6. 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, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. The Company's obligations under this paragraph 6 shall apply without regard to whether the Company has acquired, or claims to have acquired, an easement or other property right with respect to such Distribution Facilities and shall not affect the amounts paid or to be paid to the City under the provisions of paragraph 1 of this Section II. Notwithstanding the foregoing provisions of this paragraph 6, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time 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.

7. 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 Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other 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 Facilities. Such communication may include, but is not limited to, (i) both parties' participation in 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).

8. With regard to each streetscape project undertaken by or on behalf of the City, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) which City asks Company to relocate in connection with such project. For each streetscape project, the Company shall estimate in good faith the amount of incremental base revenue, if any, that the Company will realize as a result of new customer load or expansion of existing customer load attributable to such project; and such estimate shall be based on tariffs in effect at the time that construction of such project begins and shall not include fuel recovery charges, non-electric service billings, or taxes. If such estimate indicates that the Company will realize incremental base revenue, the Company shall do one of the following, whichever results in greater cost savings to the City: (i) reduce the City's advance payment to the Company for relocation costs by ten percent (10%); or (ii) where the City has developed a bona fide marketing plan within twelve (12) months after construction of such project begins, either refund the

amount of the Company's incremental base revenue during such twelve-month period to the City or credit such amount against any future payment due from the City to the Company. The City and the Company acknowledge and agree that the amount of any refund or credit calculated pursuant to clause (ii) of the foregoing sentence of this paragraph 8 shall not exceed the amount of the City's advance payment to the Company for relocation costs associated with such project.

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit the City's ability to grant additional franchises, nor 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 IV. Be it further ordained that from time to time after the approval and acceptance of this ordinance, the Company and the City may enter into such written additional agreements with one another as the Company and the City deem reasonable and appropriate.

SECTION V. Within 30 days of any request by the City, Company shall submit a report to City showing the volume of gross sales for all service classifications (residential, commercial, industrial, etc.) for the period requested by the City.

SECTION VI. Upon request by the City, which request shall not be made more often than once every three years, Company shall cause, at Company's expense, an independent audit to be performed of its franchise fee payments for any period previously un-audited.

SECTION VII. Be it further ordained that the Company shall, within fifteen (15) days from the approval of this ordinance, file the Company's written acceptance of the non-exclusive franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City.

SECTION VIII. Be it further ordained that upon such acceptance all laws and ordinances, and all agreements between the Company and the City with respect to the Company's 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.

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on

_____, 2023.

Approved:_____, 2023.

_____

Michael Owens, Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on _____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____day of _____, 2023.

_____
Clerk

ORDINANCE GRANTING FRANCHISE

To

COMCAST OF GEORGIA I, LLC AND COMCAST CABLE COMMUNICATIONS, LLC

By

CITY OF MABLETON

On

_____, 2023

The within ordinance granting franchise accepted

on **_____, 2023, by**

COMCAST OF GEORGIA I, LLC

By: _____
Chairman, President and CEO

The within ordinance granting franchise accepted

on **_____, 2023, by**

COMCAST CABLE COMMUNICATIONS, LLC

By: _____
Chairman, President and CEO

THIS ORDINANCE GRANTING FRANCHISE agreement is effective as of the first day of June, 2023 (the "Effective Date"), and is between the **City of Mableton, Georgia**, an incorporated Georgia city (the "Franchising Authority" or the "City") and **Comcast of Georgia I, LLC** and **Comcast Cable Communications, LLC,** limited liability companies validly existing under the laws of the State of Georgia and Delaware, or lawful successor, transferee, designee, or assignee thereof (both Comcast parties collectively referred to as the "Company"). For the purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in section 1(a) of this Agreement.

The City and Company desire to enter into this Agreement with the Company for the construction, operation, and/or maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

Section 1. Grant of authority.

1.1 *Grant of Franchise.* Effective June 1, 2023, the Franchising Authority hereby grants Company under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the rights of the Company to provide other services.

1.2 *Term of Franchise.* This Franchise shall be in effect for a period of ten years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 *Renewal.* Subject to section 626 of the Cable Act (47 USC 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 *Reservation of Authority.* Nothing in this Agreement shall:

(i) Abrogate the right of the Franchising Authority to perform any public works or public improvements of any description;

(ii) Be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use; or

(iii) Be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 *Competitive Equity and Subsequent Action Provisions.*

1.5.1 *Purposes.* The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new

technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include, but are not limited to, franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 *Fair Terms for All Providers.* Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within 60 days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the 60-day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in subsection 1.5.2(a) of this section, if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If

the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled city council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within 60 days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in subsection 1.5.2 of this section.

(d) This subsection 1.5.2 of this section shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Georgia Consumer Choice for Television Act (O.C.G.A. § 36-76-1 et seq.).

1.5.3 *Subsequent Change in Law.* If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall:

(i) Permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law;

(ii) Modify this Agreement to comply with the changed law; or

(iii) Modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area.

The Franchising Authority and the Company shall implement the provisions of this subsection 1.5.3 of this section within 60 days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this subsection 1.5.3 of this section. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this subsection 1.5.3 of this section at any time, but not sooner than 30 days after the changed law goes into effect.

1.5.4 *Effect on This Agreement.* Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this section 1.5 shall supersede this Agreement.

Section 1(a). Definitions.

For the purposes of this article, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

Agreement means this franchise agreement between the City and Company.

Basic Service means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

Cable Act means title VI of the Communications Act of 1934 as amended, 47 USC 521 et seq.

Cable Service means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. "Cable Service" does not include any Video Programming provided by a commercial mobile service provider, as defined in 47 USC 332(d).

Cable Service Provider or *CSP* means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

Cable System means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but "Cable System" does not include:

(A) A facility that serves only to retransmit the television Signals of one or more television broadcast stations;

(B) A facility that serves Subscribers without using any public right-of-way, as defined herein;

(C) A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 USC 201-276, except that such facility shall be considered a Cable System, other than for the purposes of 47 USC 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) An open video system that complies with 47 USC 573; or

(E) Any facilities of any electric utility used solely for operating its electric utility system.

Channel means a "cable channel" or "channel," as defined in 47 USC 522(4).

Company means Comcast of Georgia I, LLC and Comcast Cable Communications, LLC, a limited liability company validly existing under the laws of the State of Georgia and Delaware, or lawful successor, transferee, designee, or assignee thereof.

FCC means the Federal Communications Commission, its designee, or any successor thereto.

Franchise Area means the incorporated areas of the City of Mableton, Georgia, including any areas annexed by the Franchising Authority during the term of the Franchise.

Franchising Authority means the City of Mableton, Georgia, or lawful successor, transferee, designee, or assignee thereof.

Gross Revenues means all revenues received from Subscribers for the provision of Cable Service or Video Service, including franchise fees for Cable Service Providers and Video Service Providers and advertising and home shopping services, and shall be determined in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall not include:

(A) Amounts billed and collected as a line item on the Subscriber's bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for the purposes of this definition of "Gross Revenue," such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber's bills;

(B) Any revenue not actually received, even if billed, such as bad debt;

(C) Any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide Cable or Video Programming;

(D) Any amounts attributable to refunds, rebates, or discounts;

(E) Any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including without limitation revenues received from telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including, without limitation, yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the term "Gross Revenues" shall include only those revenues that are attributable to Cable or Video Services based on the provider's books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) Any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) Any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) Any revenue received from providing or maintaining inside wiring;

(I) Any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) Any amounts attributable to a reimbursement of costs, including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

Person means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

Signal means any transmission of radio frequency energy or of optical information.

Streets means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

Subscriber means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

Video Programming means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 USC 522(20).

Video Service means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. The term "video service" does not include any Video Programming provided by a commercial mobile service provider, as defined in 47 USC 332(d), or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

Video Service Provider or *VSP* means an entity providing Video Service, as defined herein, but does not include a Cable Service Provider.

Section 2. The cable system.

2.1 *The System and Its Operations.*

2.1.1 *Service Area.* As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 *System.* As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 *System Technical Standards.* Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including, but not limited to, section 624A of the Cable Act (47 USC 544a) and 47 CFR 76.630, as may be amended from time to time.

2.1.4 *Testing Procedures; Technical Performance.* Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 *Requirements with Respect to Work on the System.*

2.2.1 *General Requirements.* The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 *Protection of Underground Utilities.* Both the Company and the Franchising Authority shall comply with the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1 et seq.), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 *Permits and General Obligations.*

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in section 4 of this section. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third-party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 *Conditions on Street Occupancy.*

2.4.1 *New Grades or Lines.* If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least 90 days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 *Relocation at Request of Third-party.* The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided:

(i) The Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and

(ii) The Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed 90 days without the prior agreement of the Franchising Authority.

2.4.3 *Restoration of Streets.* If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Georgia Department of Transportation's Utility Accommodation Policy and Standards Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 *Trimming of Trees and Shrubbery.* The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 *Aerial and Underground Construction.* If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or

underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of this Agreement. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 *New Developments.* The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least 30 days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 *Use of Existing Poles.* Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles.

2.5 *Change in Franchise Area.* In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until 60 days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment required under this Agreement.

Section 3. Customer service.

Customer Service. The Company shall comply in all respects with the 47 CFR § 76-309, pages 561-63. Individual violations of those requirements do not constitute a breach of this Agreement.

Section 4. Compensation and other payments.

4.1 *Compensation to the Franchising Authority.* As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this subsection and Agreement.

4.1.1 *Franchise Fees—Amount.* Commencing June 1, 2023, the Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 *Franchise Fees—Payment.* Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than 30 days after the last day of March, June, September, and December throughout the term of this Agreement. The initial payment shall be due on or by July 30, 2023.

4.1.3 *Company to Submit Franchise Fee Report.* The Company shall submit to the Franchising Authority, not later than 30 days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 *Franchise Fee Payments Subject to Audit; Remedy for Underpayment.* No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Georgia, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any 12-month period by ten percent or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within 45 days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 *Payments Not to Be Set Off Against Taxes or Vice Versa.* The parties agree that the compensation and other payments to be made pursuant to this agreement are not a tax. The Company and the Franchising Authority further agree that the provisions of O.C.G.A. § 36-76-6(h) apply to this Agreement. The Franchising Authority and the Company further agree that no additional business license fees, occupational license fees, or permit fees shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on

the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 *Interest on Late Payments.* If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent per month.

4.4 *Service to Governmental and Institutional Facilities.*

4.4.1 *Complimentary Installation and Service.* The Company shall, within 30 days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary Basic Service on one outlet for each public primary or secondary school and public library located within the Franchise Area no more than 125 feet from the nearest point of connection to the distribution plant. If a public primary or secondary school or public library within the Franchise Area is located more than 125 feet from the nearest point of connection to the distribution plant, the Company shall, within 30 days of receipt of a written request from the Franchising Authority, provide a written estimate for the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

4.4.2 *Government Discounts.* The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Franchise Area.

Section 5. Compliance reports.

5.1 *Compliance.* The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 *Reports.* Upon written request by the Franchising Authority and subject to section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 *File for Public Inspection.* Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 *Treatment of Proprietary Information.* The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including, but not limited to, a request under the Georgia Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records,

including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 *Emergency Alert System.* Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including, but not limited to, reasonable attorneys' fees and costs.

Section 6. Enforcement.

6.1 *Notice of Violation.* If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 *Company's Right to Cure or Respond.* The Company shall have 30 days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within 30 days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 *Hearing.* If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least 30 days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 *Enforcement.* Subject to applicable federal and state law, if after the hearing provided for in section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may:

(a) Seek specific performance;

(b) Commence an action at law for monetary damages or seek other equitable relief; or

(c) In the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 of this section.

6.5 *Revocation.*

6.5.1 After the hearing and determination provided for in this Agreement and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have 30 days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least 30 days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.6 *Technical Violations.* The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violations of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

Section 7. Assignments and other transfers.

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within 45 days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) An affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1 et seq.).

(b) A description of the transferee's service area; and

(c) The location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for:

(i) A transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness; or

(ii) A transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

Section 8. Insurance and indemnity.

8.1 *Insurance.*

8.1.1 *Liability Insurance.* Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Georgia with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this section. This liability insurance policy or policies shall be in the minimum amount of $1,000,000.00 for bodily injury or death of any one person, $1,000,000.00 for bodily injury or death of any two or more persons resulting from one occurrence, and $1,000,000.00 for property damage resulting from any one accident. The policy or policies shall not be canceled except upon 30 days' prior written notice of cancellation to the Franchising Authority.

8.1.2 *Workers' Compensation.* The Company shall ensure its compliance with the Georgia Workers' Compensation Act.

8.2 *Indemnification.* The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten business days of receipt of a claim or action pursuant to this subsection 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or gross negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 *Liability and Indemnity.* In accordance with section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

Section 9. Miscellaneous.

9.1 *Controlling Authorities.* This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 *Appendices.* The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 *Enforceability of Agreement; No Opposition.* By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 *Governmental Powers.* The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Mableton, Georgia.

9.5 *Entire Agreement.* This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 *Notices.* All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

City of Mableton
Attn: Michael Owens, Mayor
[insert address]

COMPANY:

Comcast of Georgia I, LLC

Attn: Vice President, External Affairs
6200 The Corners Parkway, Suite 200
Norcross, Georgia 30092

With a copy to: Comcast Cable Communications, LLC
Attn: Vice President, Government Affairs
600 Galleria Parkway, Suite 1100
Atlanta, Georgia 30339
And: Comcast Cable Communications, LLC
Attn: Legal Dept.
One Comcast Center
Philadelphia, Pennsylvania 19103

9.7 *Additional Representations and Warranties.* In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 *Organization, Standing, and Authorization.* The Company is a limited liability company validly existing and in good standing under the laws of the State of Georgia and Delaware, respectively, and is duly authorized to do business in the State of Georgia and in the Franchise Area.

9.7.2 *Compliance with Law.* The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 *Maintenance of System in Good Working Order.* Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 *No Waiver; Cumulative Remedies.* No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in section 8.4.8 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 *No Third-Party Beneficiaries.* Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

9.12 *No Agency.* The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 *Governing Law.* This Agreement shall be deemed to be executed in the City of Mableton, Georgia, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that state.

9.14 *Claims Under Agreement.* The Franchising Authority and the Company, agree that, except to the extent inconsistent with section 635 of the Cable Act (47 USC 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction ("Georgia State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Georgia State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices, as defined in subsection 9.6 of this section, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 *Modification.* The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 *Delays and Failures Beyond Control of Company.* Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such causes. The Company agrees that in correcting such causes, it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this section 9.16.

9.17 *Duty to Act Reasonably and in Good Faith.* The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the terms "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 *Contractual Rights Retained.* Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on _____, 2023.

Approved: _____, 2023.

_____
Michael Owens, Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on

_____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____day of ____, 2023.

_____

City Clerk

ORDINANCE GRANTING FRANCHISE

To

AT&T

By

CITY OF MABLETON

On

_____, 2023

The within ordinance granting franchise accepted

on **_____, 2023, by**

AT&T:

By: _____
Chairman, President and CEO

THIS ORDINANCE GRANTING FRANCHISE agreement is effective as of the first day of June, 2023 (the "Effective Date"), and is between the **City of Mableton, Georgia**, an incorporated Georgia city (the "Franchising Authority" or the "City") and **AT&T,** a limited liability company validly existing under the laws of the State of Georgia (the "Company"). For the purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in section 1(a) of this Agreement.

The City and Company desire to enter into this Agreement with the Company for the construction, operation, and/or maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

Section 1. Grant of authority.

1.1 *Grant of Franchise.* Effective June 1, 2023, the Franchising Authority hereby grants Company under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the rights of the Company to provide other services.

1.2 *Term of Franchise.* This Franchise shall be in effect for a period of ten years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 *Renewal.* Subject to section 626 of the Cable Act (47 USC 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 *Reservation of Authority*. Nothing in this Agreement shall:

(i) Abrogate the right of the Franchising Authority to perform any public works or public improvements of any description;

(ii) Be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use; or

(iii) Be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 *Competitive Equity and Subsequent Action Provisions.*

1.5.1 *Purposes.* The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory

framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include, but are not limited to, franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 *Fair Terms for All Providers.* Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within 60 days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the 60-day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in subsection 1.5.2(a) of this section, if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled city council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within 60 days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in subsection 1.5.2 of this section.

(d) This subsection 1.5.2 of this section shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Georgia Consumer Choice for Television Act (O.C.G.A. § 36-76-1 et seq.).

1.5.3 *Subsequent Change in Law.* If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall:

(i) Permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law;

(ii) Modify this Agreement to comply with the changed law; or

(iii) Modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area.

The Franchising Authority and the Company shall implement the provisions of this subsection 1.5.3 of this section within 60 days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this subsection 1.5.3 of this section. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this subsection 1.5.3 of this section at any time, but not sooner than 30 days after the changed law goes into effect.

1.5.4 *Effect on This Agreement.* Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this section 1.5 shall supersede this Agreement.

Section 1(a). Definitions.

For the purposes of this article, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

Agreement means this franchise agreement between the City and Company.

Basic Service means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

Cable Act means title VI of the Communications Act of 1934 as amended, 47 USC 521 et seq.

Cable Service means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. "Cable Service" does not include any Video Programming provided by a commercial mobile service provider, as defined in 47 USC 332(d).

Cable Service Provider or *CSP* means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

Cable System means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but "Cable System" does not include:

(A) A facility that serves only to retransmit the television Signals of one or more television broadcast stations;

(B) A facility that serves Subscribers without using any public right-of-way, as defined herein;

(C) A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 USC 201-276, except that such facility shall be considered a Cable System, other than for the purposes of 47 USC 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) An open video system that complies with 47 USC 573; or

(E) Any facilities of any electric utility used solely for operating its electric utility system.

Channel means a "cable channel" or "channel," as defined in 47 USC 522(4).

Company means Comcast of Georgia I, LLC and Comcast Cable Communications, LLC, a limited liability company validly existing under the laws of the State of Georgia and Delaware, or lawful successor, transferee, designee, or assignee thereof.

FCC means the Federal Communications Commission, its designee, or any successor thereto.

Franchise Area means the incorporated areas of the City of Mableton, Georgia, including any areas annexed by the Franchising Authority during the term of the Franchise.

Franchising Authority means the City of Mableton, Georgia, or lawful successor, transferee, designee, or assignee thereof.

Gross Revenues means all revenues received from Subscribers for the provision of Cable Service or Video Service, including franchise fees for Cable Service Providers and Video Service Providers and advertising and home shopping services, and shall be determined in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall not include:

(A) Amounts billed and collected as a line item on the Subscriber's bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for the purposes of this definition of "Gross Revenue," such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber's bills;

(B) Any revenue not actually received, even if billed, such as bad debt;

(C) Any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide Cable or Video Programming;

(D) Any amounts attributable to refunds, rebates, or discounts;

(E) Any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including without limitation revenues received from telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including, without limitation, yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the term "Gross Revenues" shall include only those revenues that are attributable to Cable or Video Services based on the provider's books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) Any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) Any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) Any revenue received from providing or maintaining inside wiring;

(I) Any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) Any amounts attributable to a reimbursement of costs, including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

Person means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

Signal means any transmission of radio frequency energy or of optical information.

Streets means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

Subscriber means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

Video Programming means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 USC 522(20).

Video Service means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. The term "video service" does not include any Video Programming provided by a commercial mobile service provider, as defined in 47 USC 332(d), or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

Video Service Provider or *VSP* means an entity providing Video Service, as defined herein, but does not include a Cable Service Provider.

Section 2. The cable system.

2.1 *The System and Its Operations.*

2.1.1 *Service Area.* As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 *System.* As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 *System Technical Standards.* Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including, but not limited to, section 624A of the Cable Act (47 USC 544a) and 47 CFR 76.630, as may be amended from time to time.

2.1.4 *Testing Procedures; Technical Performance.* Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 *Requirements with Respect to Work on the System.*

2.2.1 *General Requirements.* The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 *Protection of Underground Utilities.* Both the Company and the Franchising Authority shall comply with the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1 et seq.), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 *Permits and General Obligations.*

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in section 4 of this section. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third-party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 *Conditions on Street Occupancy.*

2.4.1 *New Grades or Lines.* If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least 90 days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 *Relocation at Request of Third-party.* The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided:

(i) The Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and

(ii) The Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed 90 days without the prior agreement of the Franchising Authority.

2.4.3 *Restoration of Streets.* If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Georgia Department of Transportation's Utility Accommodation Policy and Standards Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 *Trimming of Trees and Shrubbery.* The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 *Aerial and Underground Construction.* If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or

underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of this Agreement. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 *New Developments.* The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least 30 days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 *Use of Existing Poles.* Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles.

2.5 *Change in Franchise Area.* In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until 60 days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment required under this Agreement.

Section 3. Customer service.

Customer Service. The Company shall comply in all respects with the 47 CFR § 76-309, pages 561-63. Individual violations of those requirements do not constitute a breach of this Agreement.

Section 4. Compensation and other payments.

4.1 *Compensation to the Franchising Authority.* As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this subsection and Agreement.

4.1.1 *Franchise Fees—Amount.* Commencing June 1, 2023, the Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 *Franchise Fees—Payment.* Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than 30 days after the last day of March, June, September, and December throughout the term of this Agreement. The initial payment shall be due on or by July 30, 2023.

4.1.3 *Company to Submit Franchise Fee Report.* The Company shall submit to the Franchising Authority, not later than 30 days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 *Franchise Fee Payments Subject to Audit; Remedy for Underpayment.* No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Georgia, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any 12-month period by ten percent or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within 45 days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 *Payments Not to Be Set Off Against Taxes or Vice Versa.* The parties agree that the compensation and other payments to be made pursuant to this agreement are not a tax. The Company and the Franchising Authority further agree that the provisions of O.C.G.A. § 36-76-6(h) apply to this Agreement. The Franchising Authority and the Company further agree that no additional business license fees, occupational license fees, or permit fees shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on

the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 *Interest on Late Payments.* If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent per month.

4.4 *Service to Governmental and Institutional Facilities.*

4.4.1 *Complimentary Installation and Service.* The Company shall, within 30 days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary Basic Service on one outlet for each public primary or secondary school and public library located within the Franchise Area no more than 125 feet from the nearest point of connection to the distribution plant. If a public primary or secondary school or public library within the Franchise Area is located more than 125 feet from the nearest point of connection to the distribution plant, the Company shall, within 30 days of receipt of a written request from the Franchising Authority, provide a written estimate for the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

4.4.2 *Government Discounts.* The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Franchise Area.

Section 5. Compliance reports.

5.1 *Compliance.* The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 *Reports.* Upon written request by the Franchising Authority and subject to section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 *File for Public Inspection.* Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 *Treatment of Proprietary Information.* The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including, but not limited to, a request under the Georgia Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records,

including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 *Emergency Alert System.* Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including, but not limited to, reasonable attorneys' fees and costs.

Section 6. Enforcement.

6.1 *Notice of Violation.* If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 *Company's Right to Cure or Respond.* The Company shall have 30 days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within 30 days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 *Hearing.* If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least 30 days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 *Enforcement.* Subject to applicable federal and state law, if after the hearing provided for in section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may:

(a) Seek specific performance;

(b) Commence an action at law for monetary damages or seek other equitable relief; or

(c) In the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 of this section.

6.5 *Revocation.*

6.5.1 After the hearing and determination provided for in this Agreement and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have 30 days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least 30 days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.6 *Technical Violations.* The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violations of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

Section 7. Assignments and other transfers.

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within 45 days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) An affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1 et seq.).

(b) A description of the transferee's service area; and

(c) The location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for:

(i) A transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness; or

(ii) A transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

Section 8. Insurance and indemnity.

8.1 *Insurance.*

8.1.1 *Liability Insurance.* Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Georgia with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this section. This liability insurance policy or policies shall be in the minimum amount of $1,000,000.00 for bodily injury or death of any one person, $1,000,000.00 for bodily injury or death of any two or more persons resulting from one occurrence, and $1,000,000.00 for property damage resulting from any one accident. The policy or policies shall not be canceled except upon 30 days' prior written notice of cancellation to the Franchising Authority.

8.1.2 *Workers' Compensation.* The Company shall ensure its compliance with the Georgia Workers' Compensation Act.

8.2 *Indemnification.* The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten business days of receipt of a claim or action pursuant to this subsection 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or gross negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 *Liability and Indemnity.* In accordance with section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

Section 9. Miscellaneous.

9.1 *Controlling Authorities.* This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 *Appendices.* The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 *Enforceability of Agreement; No Opposition.* By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 *Governmental Powers.* The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Mableton, Georgia.

9.5 *Entire Agreement.* This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 *Notices.* All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

City of Mableton
Attn: Michael Owens, Mayor
[insert address]

COMPANY:

AT&T

[insert address]

9.7 *Additional Representations and Warranties.* In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 *Organization, Standing, and Authorization.* The Company is a limited liability company validly existing and in good standing under the laws of the State of Georgia and Delaware, respectively, and is duly authorized to do business in the State of Georgia and in the Franchise Area.

9.7.2 *Compliance with Law.* The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 *Maintenance of System in Good Working Order*. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 *No Waiver; Cumulative Remedies.* No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in section 8.4.8 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 *No Third-Party Beneficiaries.* Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

9.12 *No Agency.* The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 *Governing Law*. This Agreement shall be deemed to be executed in the City of Mableton, Georgia, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that state.

9.14 *Claims Under Agreement.* The Franchising Authority and the Company, agree that, except to the extent inconsistent with section 635 of the Cable Act (47 USC 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction ("Georgia State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Georgia State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices, as defined in subsection 9.6 of this section, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 *Modification.* The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 *Delays and Failures Beyond Control of Company.* Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such causes. The Company agrees that in correcting such causes, it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this section 9.16.

9.17 *Duty to Act Reasonably and in Good Faith.* The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the terms "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 *Contractual Rights Retained.* Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on _____, 2023.

Approved: _____, 2023.

_____

Michael Owens, Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on

_____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____day of ____, 2023.

_____

City Clerk

ORDINANCE GRANTING FRANCHISE

To

SPECTRUM

By

CITY OF MABLETON

On

_____, 2023

The within ordinance granting franchise accepted

on **_____, 2023, by**

SPECTRUM:

By: _____
Chairman, President and CEO

THIS ORDINANCE GRANTING FRANCHISE agreement (“Agreement”) is effective as of the first day of June, 2023 (the "Effective Date"), and is between the **City of Mableton, Georgia**, an incorporated Georgia city (the "Franchising Authority" or the "City") and **Spectrum,** a limited liability company validly existing under the laws of the State of Georgia (the "Company"). For the purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in section 1(a) of this Agreement.

The City and Company desire to enter into this Agreement with the Company for the construction, operation, and/or maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

Section 1. Grant of authority.

1.1 *Grant of Franchise.* Effective June 1, 2023, the Franchising Authority hereby grants Company under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the rights of the Company to provide other services.

1.2 *Term of Franchise.* This Franchise shall be in effect for a period of ten years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 *Renewal.* Subject to section 626 of the Cable Act (47 USC 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 *Reservation of Authority.* Nothing in this Agreement shall:

(i) Abrogate the right of the Franchising Authority to perform any public works or public improvements of any description;

(ii) Be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use; or

(iii) Be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 *Competitive Equity and Subsequent Action Provisions.*

1.5.1 *Purposes.* The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to

City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include, but are not limited to, franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 *Fair Terms for All Providers.* Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within 60 days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the 60-day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in subsection 1.5.2(a) of this section, if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled city council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within 60 days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in subsection 1.5.2 of this section.

(d) This subsection 1.5.2 of this section shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Georgia Consumer Choice for Television Act (O.C.G.A. § 36-76-1 et seq.).

1.5.3 *Subsequent Change in Law.* If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall:

(i) Permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law;

(ii) Modify this Agreement to comply with the changed law; or

(iii) Modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area.

The Franchising Authority and the Company shall implement the provisions of this subsection 1.5.3 of this section within 60 days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this subsection 1.5.3 of this section. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this subsection 1.5.3 of this section at any time, but not sooner than 30 days after the changed law goes into effect.

1.5.4 *Effect on This Agreement.* Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this section 1.5 shall supersede this Agreement.

Section 1(a). Definitions.

For the purposes of this article, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

Agreement means this franchise agreement between the City and Company.

Basic Service means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

Cable Act means title VI of the Communications Act of 1934 as amended, 47 USC 521 et seq.

Cable Service means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. "Cable Service" does not include any Video Programming provided by a commercial mobile service provider, as defined in 47 USC 332(d).

Cable Service Provider or *CSP* means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

Cable System means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but "Cable System" does not include:

(A) A facility that serves only to retransmit the television Signals of one or more television broadcast stations;

(B) A facility that serves Subscribers without using any public right-of-way, as defined herein;

(C) A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 USC 201-276, except that such facility shall be considered a Cable System, other than for the purposes of 47 USC 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) An open video system that complies with 47 USC 573; or

(E) Any facilities of any electric utility used solely for operating its electric utility system.

Channel means a "cable channel" or "channel," as defined in 47 USC 522(4).

Company means Comcast of Georgia I, LLC and Comcast Cable Communications, LLC, a limited liability company validly existing under the laws of the State of Georgia and Delaware, or lawful successor, transferee, designee, or assignee thereof.

FCC means the Federal Communications Commission, its designee, or any successor thereto.

Franchise Area means the incorporated areas of the City of Mableton, Georgia, including any areas annexed by the Franchising Authority during the term of the Franchise.

Franchising Authority means the City of Mableton, Georgia, or lawful successor, transferee, designee, or assignee thereof.

Gross Revenues means all revenues received from Subscribers for the provision of Cable Service or Video Service, including franchise fees for Cable Service Providers and Video Service Providers and advertising and home shopping services, and shall be determined in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall not include:

(A) Amounts billed and collected as a line item on the Subscriber's bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for the purposes of this definition of "Gross Revenue," such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber's bills;

(B) Any revenue not actually received, even if billed, such as bad debt;

(C) Any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide Cable or Video Programming;

(D) Any amounts attributable to refunds, rebates, or discounts;

(E) Any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including without limitation revenues received from telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including, without limitation, yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the term "Gross Revenues" shall include only those revenues that are attributable to Cable or Video Services based on the provider's books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) Any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) Any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) Any revenue received from providing or maintaining inside wiring;

(I) Any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) Any amounts attributable to a reimbursement of costs, including, but not limited to, the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

Person means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

Signal means any transmission of radio frequency energy or of optical information.

Streets means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

Subscriber means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

Video Programming means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 USC 522(20).

Video Service means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. The term "video service" does not include any Video Programming provided by a commercial mobile service provider, as defined in 47 USC 332(d), or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

Video Service Provider or *VSP* means an entity providing Video Service, as defined herein, but does not include a Cable Service Provider.

Section 2. The cable system.

2.1 *The System and Its Operations.*

2.1.1 *Service Area.* As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 *System.* As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 *System Technical Standards.* Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including, but not limited to, section 624A of the Cable Act (47 USC 544a) and 47 CFR 76.630, as may be amended from time to time.

2.1.4 *Testing Procedures; Technical Performance.* Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 *Requirements with Respect to Work on the System.*

2.2.1 *General Requirements.* The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 *Protection of Underground Utilities.* Both the Company and the Franchising Authority shall comply with the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1 et seq.), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 *Permits and General Obligations.*

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in section 4 of this section. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third-party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 *Conditions on Street Occupancy.*

2.4.1 *New Grades or Lines.* If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least 90 days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 *Relocation at Request of Third-party.* The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided:

(i) The Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and

(ii) The Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed 90 days without the prior agreement of the Franchising Authority.

2.4.3 *Restoration of Streets.* If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Georgia Department of Transportation's Utility Accommodation Policy and Standards Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 *Trimming of Trees and Shrubbery.* The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 *Aerial and Underground Construction.* If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or

underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of this Agreement. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 *New Developments.* The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least 30 days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 *Use of Existing Poles.* Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles.

2.5 *Change in Franchise Area.* In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until 60 days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment required under this Agreement.

Section 3. Customer service.

Customer Service. The Company shall comply in all respects with the 47 CFR § 76-309, pages 561-63. Individual violations of those requirements do not constitute a breach of this Agreement.

Section 4. Compensation and other payments.

4.1 *Compensation to the Franchising Authority.* As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this subsection and Agreement.

4.1.1 *Franchise Fees—Amount.* Commencing June 1, 2023, the Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 *Franchise Fees—Payment.* Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than 30 days after the last day of March, June, September, and December throughout the term of this Agreement. The initial payment shall be due on or by July 30, 2023.

4.1.3 *Company to Submit Franchise Fee Report.* The Company shall submit to the Franchising Authority, not later than 30 days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 *Franchise Fee Payments Subject to Audit; Remedy for Underpayment.* No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Georgia, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any 12-month period by ten percent or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within 45 days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 *Payments Not to Be Set Off Against Taxes or Vice Versa.* The parties agree that the compensation and other payments to be made pursuant to this agreement are not a tax. The Company and the Franchising Authority further agree that the provisions of O.C.G.A. § 36-76-6(h) apply to this Agreement. The Franchising Authority and the Company further agree that no additional business license fees, occupational license fees, or permit fees shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on

the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 *Interest on Late Payments.* If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent per month.

4.4 *Service to Governmental and Institutional Facilities.*

4.4.1 *Complimentary Installation and Service.* The Company shall, within 30 days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary Basic Service on one outlet for each public primary or secondary school and public library located within the Franchise Area no more than 125 feet from the nearest point of connection to the distribution plant. If a public primary or secondary school or public library within the Franchise Area is located more than 125 feet from the nearest point of connection to the distribution plant, the Company shall, within 30 days of receipt of a written request from the Franchising Authority, provide a written estimate for the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

4.4.2 *Government Discounts.* The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Franchise Area.

Section 5. Compliance reports.

5.1 *Compliance.* The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 *Reports.* Upon written request by the Franchising Authority and subject to section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 *File for Public Inspection.* Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 *Treatment of Proprietary Information.* The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Georgia Open Records Act (O.C.G.A. § 50-18-70 et seq.) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including, but not limited to, a request under the Georgia Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records,

including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 *Emergency Alert System.* Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including, but not limited to, reasonable attorneys' fees and costs.

Section 6. Enforcement.

6.1 *Notice of Violation.* If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 *Company's Right to Cure or Respond.* The Company shall have 30 days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within 30 days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 *Hearing.* If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least 30 days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 *Enforcement.* Subject to applicable federal and state law, if after the hearing provided for in section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may:

(a) Seek specific performance;

(b) Commence an action at law for monetary damages or seek other equitable relief; or

(c) In the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 of this section.

6.5 *Revocation.*

6.5.1 After the hearing and determination provided for in this Agreement and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have 30 days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least 30 days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.6 *Technical Violations.* The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violations of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

Section 7. Assignments and other transfers.

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within 45 days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) An affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1 et seq.).

(b) A description of the transferee's service area; and

(c) The location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for:

(i) A transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness; or

(ii) A transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

Section 8. Insurance and indemnity.

8.1 *Insurance.*

8.1.1 *Liability Insurance.* Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Georgia with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this section. This liability insurance policy or policies shall be in the minimum amount of $1,000,000.00 for bodily injury or death of any one person, $1,000,000.00 for bodily injury or death of any two or more persons resulting from one occurrence, and $1,000,000.00 for property damage resulting from any one accident. The policy or policies shall not be canceled except upon 30 days' prior written notice of cancellation to the Franchising Authority.

8.1.2 *Workers' Compensation.* The Company shall ensure its compliance with the Georgia Workers' Compensation Act.

8.2 *Indemnification.* The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten business days of receipt of a claim or action pursuant to this subsection 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or gross negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 *Liability and Indemnity.* In accordance with section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

Section 9. Miscellaneous.

9.1 *Controlling Authorities.* This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 *Appendices.* The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 *Enforceability of Agreement; No Opposition.* By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 *Governmental Powers.* The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of Mableton, Georgia.

9.5 *Entire Agreement.* This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 *Notices.* All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

City of Mableton
Attn: Michael Owens, Mayor
[insert address]

COMPANY:

Spectrum

[insert address]

9.7 *Additional Representations and Warranties.* In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 *Organization, Standing, and Authorization.* The Company is a limited liability company validly existing and in good standing under the laws of the State of Georgia and Delaware, respectively, and is duly authorized to do business in the State of Georgia and in the Franchise Area.

9.7.2 *Compliance with Law.* The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 *Maintenance of System in Good Working Order*. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 *No Waiver; Cumulative Remedies.* No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in section 8.4.8 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 *No Third-Party Beneficiaries.* Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

9.12 *No Agency.* The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 *Governing Law*. This Agreement shall be deemed to be executed in the City of Mableton, Georgia, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that state.

9.14 *Claims Under Agreement.* The Franchising Authority and the Company, agree that, except to the extent inconsistent with section 635 of the Cable Act (47 USC 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction ("Georgia State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Georgia State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices, as defined in subsection 9.6 of this section, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 *Modification.* The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 *Delays and Failures Beyond Control of Company.* Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such causes. The Company agrees that in correcting such causes, it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this section 9.16.

9.17 *Duty to Act Reasonably and in Good Faith.* The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the terms "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 *Contractual Rights Retained.* Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on _____, 2023.

Approved: _____, 2023.

_____

Michael Owens, Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on

_____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____day of ____, 2023.

_____

City Clerk

ORDINANCE GRANTING FRANCHISE

To

SCANA ENERGY

By

CITY OF MABLETON

On

_____, 2023

The within Ordinance Granting Franchise

accepted on _____, 2023, by

SCANA ENERGY:

By: _____,
[Insert Name and Title]

THIS ORDINANCE GRANTING FRANCHISE agreement is made by and between **Scana Energy** (referred to herein as "company") and the **City of Mableton, Georgia** (referred to herein as the "city") in consideration of the consideration and the mutual terms and conditions below and herein:

Section 1. Grant of franchise.

In exchange for making the franchise fee payments as provided in this agreement, the city grants to the company, its successors and assigns a non-exclusive right to lay, construct, extend, maintain, renew, replace and repair gas pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages under, along, through and across any streets, avenues, roads, public highways, alleys, lanes, ways, parks, rights-of-way and other public places in the city (hereinafter collectively referred to as the "city's property") and to use and occupy the city's property for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains, pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages thereto, used and useful for the manufacture, transmission, distribution and sale of gas within and through the present or future territorial limits of the city, such right, when exercised as herein provided, to commence as of June 1, 2023 and to continue for a term of 30 years through May 31, 2053.

Section 2. Definitions.

a. *Franchise Fee Factor ("FFF")* means $14.62, as periodically adjusted pursuant to section 4 of this franchise agreement.

b. *Dedicated design day capacity* or *"DDDC"* means the sum of the individual capacity in Dekatherms attributable to all firm customers, as defined below, located within the city limits of the city, which as of the date hereof is 20,445.754.

c. *Firm customers* means all residential and business customers who purchase gas service that ordinarily is not subject to interruption or curtailment.

d. *Fiscal year* means the 12 month period ending September 30th of each year.

e. *GPSC* means the Georgia Public Service Commission or such successor regulatory body, having general regulatory authority over the company.

f. *Franchise Fee Factor Adjustment ("FFFA")* means the percent change in the cost of service as explicitly or implicitly determined by the GPSC as a result of a rate case.

Section 3. Rates.

Company shall be entitled to charge for gas distribution services furnished by it such rates as are prescribed by the GPSC or other lawful regulatory bodies of the State of Georgia.

Section 4. Franchise fee.

The total dollar amount of franchise fees paid by the company to the city shall be calculated as follows:

The following formula quantifies this payment: FF = FFF × DDDC × FFFA

Where,

FF = total franchise fees due to the city for the current fiscal year

FFF = the Franchise Fee Factor

DDDC = the Dedicated Design Day Capacity in the city as of the last day of the previous fiscal year

The company shall adjust the franchise fee factor by franchise fee factor adjustment only when the company changes its rates as a result of a rate case with the GPSC.

As the holder of the franchise privilege hereunder, the company is responsible for the payment of all franchise fees payable hereunder, and shall file such reports and returns as required by this franchise ordinance. Company shall make the franchise fee payments to city on the same schedule and with such supporting documentation as company provides to other municipalities in Georgia. As of June 1, 2023, company shall make franchise payments as set forth herein to the city on a quarterly basis, and shall be remitted not later than 30 days after the last day of March, June, September, and December throughout the term of this Agreement. The initial payment shall be due on or by July 30, 2023.

The franchise fee payments required hereunder shall be in lieu of any franchise fee, license fee, permit fee, administrative fee, occupation tax or other payment for the use of the rights-of-way by the company for the provision of gas service, but shall not prohibit imposition of a license fee or an occupation tax on gas marketers. The company shall comply with the city's utility right-of-way permitting process, as enacted, so long as such process does not conflict with O.C.G.A. § 32-4-92 and is not more restrictive than rules and regulations as promulgated by the Georgia Department of Transportation. The city will not charge the company any other franchise fee, occupation tax, or regulatory fee as prohibited by O.C.G.A. § 48-13-16, or any other fee prohibited by state law. Company reserves the right to reduce the annual franchise fee payable to the city for any and all fees, taxes or charges assessed by the city in contravention of this section in connection with the granting of permits to perform company's work on city's property during such fiscal year.

Section 5. Powers retained by city.

All rights herein granted and authorized by the city shall be subject to and governed only by this ordinance; provided, however, that the city expressly reserves unto itself all of its police power to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights hereby granted not inconsistent with the provisions of this franchise agreement.

Section 6. Excavation.

Company, upon making an opening in the city's property, for the purpose of laying, repairing or maintaining gas facilities, shall use due care and caution to prevent injury to persons, shall replace and restore the city's property to its former condition as nearly as practicable within a reasonable time, and shall not unnecessarily obstruct or impede traffic upon the streets, avenues, roads, public highways, alleys, lanes, ways, parks and other places of the city.

Section 7. Liability of grantee.

Company shall save and keep harmless the city from any and all liability by reason of damage or injury to any person or persons whomsoever, on account of negligence or intentional act or omission of the company in the installation, maintenance and repair of its mains and pipe lines located in the city's property, provided the company shall have been notified in writing of any claim against the city on account thereof and shall have been given ample opportunity to defend the same.

Section 8. When effective.

This franchise agreement shall become effective upon its execution by the City and the Company.

Section 9. Insurance requirements.

Throughout the term of this franchise agreement, the company shall, at its own cost and expense, maintain comprehensive general liability insurance and shall, upon request, provide the city certificates of insurance designating the city as additional insured and demonstrating that the company has obtained the insurance required in this section. Such policy or policies shall be in the minimum amount of $1,000,000.00 for bodily injury or death to any one person, and $1,000,000.00 for bodily injury or death to any two or more persons resulting from one occurrence, and $1,000,000.00 for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon 30 days' prior written notice to the city. The company shall provide workers' compensation coverage in accordance with applicable law. The company shall indemnify and hold harmless the city from any workers' compensation claims to which the company may become subject during the term of this franchise agreement. Alternatively, and in lieu of the foregoing insurance requirements, the company may elect to self-insure or insure through its captive insurance carrier, provided that company or its parent company have sufficient net worth to do so, as determined by customary practice in the natural gas utility industry.

Section 10. Renewal, term.

Unless 90 days written notice is given by one party to the other prior to the expiration of this agreement, this franchise shall be considered as renewed and binding in all its provisions for twenty-nine consecutive one-year renewal terms, unless notice is given by either party prior to the expiration of any renewal term that the agreement shall not further renew after the end of the then current renewal term.

Section 11. Severability.

In the event that any provision of this ordinance should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, the remaining provisions of this ordinance shall survive and be applied, and together with the invalid or unenforceable portion shall

be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

Section 12. Notices.

Any and all notices required to be given under this agreement shall be in writing and shall be delivered by U.S. Mail, return receipt requested, commercial overnight courier or hand delivery and shall be deemed delivered when received or rejected for receipt by the recipient. The parties' addresses are set forth below and can be changed upon 30 days' notice to the other:

City of Mableton, Georgia
Attn: Michael Owens, Mayor
[insert address]

Scana Energy
[Insert Address]

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on

_____, 2023.

Approved:_____, 2023.

_____

Michael Owens, Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on _____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____day of _____, 2023.

_____
City Clerk

ORDINANCE GRANTING FRANCHISE

To

ATLANTA GAS LIGHT COMPANY

By

CITY OF MABLETON

On

_____, 2023

The within Ordinance Granting Franchise

accepted on _____, 2023, by

ATLANTA GAS LIGHT COMPANY:

By: _____,
[Insert Name and Title]

THIS ORDINANCE GRANTING FRANCHISE agreement is made by and between **Atlanta Gas Light Company** (referred to herein as "company") and the **City of Mableton, Georgia** (referred to herein as the "city") in consideration of the consideration and the mutual terms and conditions below and herein:

Section 1. Grant of franchise.

In exchange for making the franchise fee payments as provided in this agreement, the city grants to the company, its successors and assigns a non-exclusive right to lay, construct, extend, maintain, renew, replace and repair gas pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages under, along, through and across any streets, avenues, roads, public highways, alleys, lanes, ways, parks, rights-of-way and other public places in the city (hereinafter collectively referred to as the "city's property") and to use and occupy the city's property for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains, pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages thereto, used and useful for the manufacture, transmission, distribution and sale of gas within and through the present or future territorial limits of the city, such right, when exercised as herein provided, to commence as of June 1, 2023 and to continue for a term of 30 years through May 31, 2053.

Section 2. Definitions.

a. *Franchise Fee Factor ("FFF")* means $14.62, as periodically adjusted pursuant to section 4 of this franchise agreement.

b. *Dedicated design day capacity* or *"DDDC"* means the sum of the individual capacity in Dekatherms attributable to all firm customers, as defined below, located within the city limits of the city, which as of the date hereof is 20,445.754.

c. *Firm customers* means all residential and business customers who purchase gas service that ordinarily is not subject to interruption or curtailment.

d. *Fiscal year* means the 12 month period ending September 30th of each year.

e. *GPSC* means the Georgia Public Service Commission or such successor regulatory body, having general regulatory authority over the company.

f. *Franchise Fee Factor Adjustment ("FFFA")* means the percent change in the cost of service as explicitly or implicitly determined by the GPSC as a result of a rate case.

Section 3. Rates.

Company shall be entitled to charge for gas distribution services furnished by it such rates as are prescribed by the GPSC or other lawful regulatory bodies of the State of Georgia.

Section 4. Franchise fee.

The total dollar amount of franchise fees paid by the company to the city shall be calculated as follows:

The following formula quantifies this payment: FF = FFF × DDDC × FFFA

Where,

FF = total franchise fees due to the city for the current fiscal year

FFF = the Franchise Fee Factor

DDDC = the Dedicated Design Day Capacity in the city as of the last day of the previous fiscal year

The company shall adjust the franchise fee factor by franchise fee factor adjustment only when the company changes its rates as a result of a rate case with the GPSC.

As the holder of the franchise privilege hereunder, the company is responsible for the payment of all franchise fees payable hereunder, and shall file such reports and returns as required by this franchise ordinance. Company shall make the franchise fee payments to city on the same schedule and with such supporting documentation as company provides to other municipalities in Georgia. As of June 1, 2023, company shall make franchise payments as set forth herein to the city on a quarterly basis, and shall be remitted not later than 30 days after the last day of March, June, September, and December throughout the term of this Agreement. The initial payment shall be due on or by July 30, 2023.

The franchise fee payments required hereunder shall be in lieu of any franchise fee, license fee, permit fee, administrative fee, occupation tax or other payment for the use of the rights-of-way by the company for the provision of gas service, but shall not prohibit imposition of a license fee or an occupation tax on gas marketers. The company shall comply with the city's utility right-of-way permitting process, as enacted, so long as such process does not conflict with O.C.G.A. § 32-4-92 and is not more restrictive than rules and regulations as promulgated by the Georgia Department of Transportation. The city will not charge the company any other franchise fee, occupation tax, or regulatory fee as prohibited by O.C.G.A. § 48-13-16, or any other fee prohibited by state law. Company reserves the right to reduce the annual franchise fee payable to the city for any and all fees, taxes or charges assessed by the city in contravention of this section in connection with the granting of permits to perform company's work on city's property during such fiscal year.

Section 5. Powers retained by city.

All rights herein granted and authorized by the city shall be subject to and governed only by this ordinance; provided, however, that the city expressly reserves unto itself all of its police power to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights hereby granted not inconsistent with the provisions of this franchise agreement.

Section 6. Excavation.

Company, upon making an opening in the city's property, for the purpose of laying, repairing or maintaining gas facilities, shall use due care and caution to prevent injury to persons, shall replace and restore the city's property to its former condition as nearly as practicable within a reasonable time, and shall not unnecessarily obstruct or impede traffic upon the streets, avenues, roads, public highways, alleys, lanes, ways, parks and other places of the city.

Section 7. Liability of grantee.

Company shall save and keep harmless the city from any and all liability by reason of damage or injury to any person or persons whomsoever, on account of negligence or intentional act or omission of the company in the installation, maintenance and repair of its mains and pipe lines located in the city's property, provided the company shall have been notified in writing of any claim against the city on account thereof and shall have been given ample opportunity to defend the same.

Section 8. When effective.

This franchise agreement shall become effective upon its execution by the City and the Company.

Section 9. Insurance requirements.

Throughout the term of this franchise agreement, the company shall, at its own cost and expense, maintain comprehensive general liability insurance and shall, upon request, provide the city certificates of insurance designating the city as additional insured and demonstrating that the company has obtained the insurance required in this section. Such policy or policies shall be in the minimum amount of $1,000,000.00 for bodily injury or death to any one person, and $1,000,000.00 for bodily injury or death to any two or more persons resulting from one occurrence, and $1,000,000.00 for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon 30 days' prior written notice to the city. The company shall provide workers' compensation coverage in accordance with applicable law. The company shall indemnify and hold harmless the city from any workers' compensation claims to which the company may become subject during the term of this franchise agreement. Alternatively, and in lieu of the foregoing insurance requirements, the company may elect to self-insure or insure through its captive insurance carrier, provided that company or its parent company have sufficient net worth to do so, as determined by customary practice in the natural gas utility industry.

Section 10. Renewal, term.

Unless 90 days written notice is given by one party to the other prior to the expiration of this agreement, this franchise shall be considered as renewed and binding in all its provisions for twenty-nine consecutive one-year renewal terms, unless notice is given by either party prior to the expiration of any renewal term that the agreement shall not further renew after the end of the then current renewal term.

Section 11. Severability.

In the event that any provision of this ordinance should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, the remaining provisions of this ordinance shall survive and be applied, and together with the invalid or unenforceable portion shall

be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

Section 12. Notices.

Any and all notices required to be given under this agreement shall be in writing and shall be delivered by U.S. Mail, return receipt requested, commercial overnight courier or hand delivery and shall be deemed delivered when received or rejected for receipt by the recipient. The parties' addresses are set forth below and can be changed upon 30 days' notice to the other:

City of Mableton, Georgia
Attn: Michael Owens, Mayor
[insert address]

Atlanta Gas Light Company
P.O. Box 4569
Atlanta, GA 30302-4569
Attn: Rates and Regulatory

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on

_____, 2023.

Approved: _____, 2023.

_____

Michael Owens, Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on _____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____day of _____, 2023.

_____
City Clerk

ORDINANCE GRANTING FRANCHISE

To

GEORGIA NATURAL GAS

By

CITY OF MABLETON

On

_____, 2023

The within Ordinance Granting Franchise

accepted on _____, 2023, by

GEORGIA NATURAL GAS:

By: _____,
[Insert Name and Title]

THIS ORDINANCE GRANTING FRANCHISE agreement is made by and between **Georgia Natural Gas** (referred to herein as "company") and the **City of Mableton, Georgia** (referred to herein as the "city") in consideration of the consideration and the mutual terms and conditions below and herein:

Section 1. Grant of franchise.

In exchange for making the franchise fee payments as provided in this agreement, the city grants to the company, its successors and assigns a non-exclusive right to lay, construct, extend, maintain, renew, replace and repair gas pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages under, along, through and across any streets, avenues, roads, public highways, alleys, lanes, ways, parks, rights-of-way and other public places in the city (hereinafter collectively referred to as the "city's property") and to use and occupy the city's property for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains, pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages thereto, used and useful for the manufacture, transmission, distribution and sale of gas within and through the present or future territorial limits of the city, such right, when exercised as herein provided, to commence as of June 1, 2023 and to continue for a term of 30 years through May 31, 2053.

Section 2. Definitions.

a. *Franchise Fee Factor ("FFF")* means $14.62, as periodically adjusted pursuant to section 4 of this franchise agreement.

b. *Dedicated design day capacity* or *"DDDC"* means the sum of the individual capacity in Dekatherms attributable to all firm customers, as defined below, located within the city limits of the city, which as of the date hereof is 20,445.754.

c. *Firm customers* means all residential and business customers who purchase gas service that ordinarily is not subject to interruption or curtailment.

d. *Fiscal year* means the 12 month period ending September 30th of each year.

e. *GPSC* means the Georgia Public Service Commission or such successor regulatory body, having general regulatory authority over the company.

f. *Franchise Fee Factor Adjustment ("FFFA")* means the percent change in the cost of service as explicitly or implicitly determined by the GPSC as a result of a rate case.

Section 3. Rates.

Company shall be entitled to charge for gas distribution services furnished by it such rates as are prescribed by the GPSC or other lawful regulatory bodies of the State of Georgia.

Section 4. Franchise fee.

The total dollar amount of franchise fees paid by the company to the city shall be calculated as follows:

The following formula quantifies this payment: FF = FFF × DDDC × FFFA

Where,

FF = total franchise fees due to the city for the current fiscal year

FFF = the Franchise Fee Factor

DDDC = the Dedicated Design Day Capacity in the city as of the last day of the previous fiscal year

The company shall adjust the franchise fee factor by franchise fee factor adjustment only when the company changes its rates as a result of a rate case with the GPSC.

As the holder of the franchise privilege hereunder, the company is responsible for the payment of all franchise fees payable hereunder, and shall file such reports and returns as required by this franchise ordinance. Company shall make the franchise fee payments to city on the same schedule and with such supporting documentation as company provides to other municipalities in Georgia. As of June 1, 2023, company shall make franchise payments as set forth herein to the city on a quarterly basis, and shall be remitted not later than 30 days after the last day of March, June, September, and December throughout the term of this Agreement. The initial payment shall be due on or by July 30, 2023.

The franchise fee payments required hereunder shall be in lieu of any franchise fee, license fee, permit fee, administrative fee, occupation tax or other payment for the use of the rights-of-way by the company for the provision of gas service, but shall not prohibit imposition of a license fee or an occupation tax on gas marketers. The company shall comply with the city's utility right-of-way permitting process, as enacted, so long as such process does not conflict with O.C.G.A. § 32-4-92 and is not more restrictive than rules and regulations as promulgated by the Georgia Department of Transportation. The city will not charge the company any other franchise fee, occupation tax, or regulatory fee as prohibited by O.C.G.A. § 48-13-16, or any other fee prohibited by state law. Company reserves the right to reduce the annual franchise fee payable to the city for any and all fees, taxes or charges assessed by the city in contravention of this section in connection with the granting of permits to perform company's work on city's property during such fiscal year.

Section 5. Powers retained by city.

All rights herein granted and authorized by the city shall be subject to and governed only by this ordinance; provided, however, that the city expressly reserves unto itself all of its police power to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights hereby granted not inconsistent with the provisions of this franchise agreement.

Section 6. Excavation.

Company, upon making an opening in the city's property, for the purpose of laying, repairing or maintaining gas facilities, shall use due care and caution to prevent injury to persons, shall replace and restore the city's property to its former condition as nearly as practicable within a reasonable time, and shall not unnecessarily obstruct or impede traffic upon the streets, avenues, roads, public highways, alleys, lanes, ways, parks and other places of the city.

Section 7. Liability of grantee.

Company shall save and keep harmless the city from any and all liability by reason of damage or injury to any person or persons whomsoever, on account of negligence or intentional act or omission of the company in the installation, maintenance and repair of its mains and pipe lines located in the city's property, provided the company shall have been notified in writing of any claim against the city on account thereof and shall have been given ample opportunity to defend the same.

Section 8. When effective.

This franchise agreement shall become effective upon its execution by the City and the Company.

Section 9. Insurance requirements.

Throughout the term of this franchise agreement, the company shall, at its own cost and expense, maintain comprehensive general liability insurance and shall, upon request, provide the city certificates of insurance designating the city as additional insured and demonstrating that the company has obtained the insurance required in this section. Such policy or policies shall be in the minimum amount of $1,000,000.00 for bodily injury or death to any one person, and $1,000,000.00 for bodily injury or death to any two or more persons resulting from one occurrence, and $1,000,000.00 for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon 30 days' prior written notice to the city. The company shall provide workers' compensation coverage in accordance with applicable law. The company shall indemnify and hold harmless the city from any workers' compensation claims to which the company may become subject during the term of this franchise agreement. Alternatively, and in lieu of the foregoing insurance requirements, the company may elect to self-insure or insure through its captive insurance carrier, provided that company or its parent company have sufficient net worth to do so, as determined by customary practice in the natural gas utility industry.

Section 10. Renewal, term.

Unless 90 days written notice is given by one party to the other prior to the expiration of this agreement, this franchise shall be considered as renewed and binding in all its provisions for twenty-nine consecutive one-year renewal terms, unless notice is given by either party prior to the expiration of any renewal term that the agreement shall not further renew after the end of the then current renewal term.

Section 11. Severability.

In the event that any provision of this ordinance should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, the remaining provisions of this ordinance shall survive and be applied, and together with the invalid or unenforceable portion shall

be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

Section 12. Notices.

Any and all notices required to be given under this agreement shall be in writing and shall be delivered by U.S. Mail, return receipt requested, commercial overnight courier or hand delivery and shall be deemed delivered when received or rejected for receipt by the recipient. The parties' addresses are set forth below and can be changed upon 30 days' notice to the other:

City of Mableton, Georgia
Attn: Michael Owens, Mayor
[insert address]

Georgia Natural Gas
[insert address & contact]

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on

_____, 2023.

Approved:_____, 2023.

_____

Michael Owens, Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on _____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____day of _____, 2023.

_____
City Clerk

ORDINANCE GRANTING FRANCHISE

To

GAS SOUTH

By

CITY OF MABLETON

On

_____, 2023

The within Ordinance Granting Franchise

accepted on _____, 2023, by

GAS SOUTH:

By: _____,
[Insert Name and Title]

THIS ORDINANCE GRANTING FRANCHISE agreement is made by and between **GAS SOUTH** (referred to herein as "company") and the **City of Mableton, Georgia** (referred to herein as the "city") in consideration of the consideration and the mutual terms and conditions below and herein:

Section 1. Grant of franchise.

In exchange for making the franchise fee payments as provided in this agreement, the city grants to the company, its successors and assigns a non-exclusive right to lay, construct, extend, maintain, renew, replace and repair gas pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages under, along, through and across any streets, avenues, roads, public highways, alleys, lanes, ways, parks, rights-of-way and other public places in the city (hereinafter collectively referred to as the "city's property") and to use and occupy the city's property for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains, pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages thereto, used and useful for the manufacture, transmission, distribution and sale of gas within and through the present or future territorial limits of the city, such right, when exercised as herein provided, to commence as of June 1, 2023 and to continue for a term of 30 years through May 31, 2053.

Section 2. Definitions.

a. *Franchise Fee Factor ("FFF")* means $14.62, as periodically adjusted pursuant to section 4 of this franchise agreement.

b. *Dedicated design day capacity* or *"DDDC"* means the sum of the individual capacity in Dekatherms attributable to all firm customers, as defined below, located within the city limits of the city, which as of the date hereof is 20,445.754.

c. *Firm customers* means all residential and business customers who purchase gas service that ordinarily is not subject to interruption or curtailment.

d. *Fiscal year* means the 12 month period ending September 30th of each year.

e. *GPSC* means the Georgia Public Service Commission or such successor regulatory body, having general regulatory authority over the company.

f. *Franchise Fee Factor Adjustment ("FFFA")* means the percent change in the cost of service as explicitly or implicitly determined by the GPSC as a result of a rate case.

Section 3. Rates.

Company shall be entitled to charge for gas distribution services furnished by it such rates as are prescribed by the GPSC or other lawful regulatory bodies of the State of Georgia.

Section 4. Franchise fee.

The total dollar amount of franchise fees paid by the company to the city shall be calculated as follows:

The following formula quantifies this payment: FF = FFF × DDDC × FFFA

Where,

FF = total franchise fees due to the city for the current fiscal year

FFF = the Franchise Fee Factor

DDDC = the Dedicated Design Day Capacity in the city as of the last day of the previous fiscal year

The company shall adjust the franchise fee factor by franchise fee factor adjustment only when the company changes its rates as a result of a rate case with the GPSC.

As the holder of the franchise privilege hereunder, the company is responsible for the payment of all franchise fees payable hereunder, and shall file such reports and returns as required by this franchise ordinance. Company shall make the franchise fee payments to city on the same schedule and with such supporting documentation as company provides to other municipalities in Georgia. As of June 1, 2023, company shall make franchise payments as set forth herein to the city on a quarterly basis, and shall be remitted not later than 30 days after the last day of March, June, September, and December throughout the term of this Agreement. The initial payment shall be due on or by July 30, 2023.

The franchise fee payments required hereunder shall be in lieu of any franchise fee, license fee, permit fee, administrative fee, occupation tax or other payment for the use of the rights-of-way by the company for the provision of gas service, but shall not prohibit imposition of a license fee or an occupation tax on gas marketers. The company shall comply with the city's utility right-of-way permitting process, as enacted, so long as such process does not conflict with O.C.G.A. § 32-4-92 and is not more restrictive than rules and regulations as promulgated by the Georgia Department of Transportation. The city will not charge the company any other franchise fee, occupation tax, or regulatory fee as prohibited by O.C.G.A. § 48-13-16, or any other fee prohibited by state law. Company reserves the right to reduce the annual franchise fee payable to the city for any and all fees, taxes or charges assessed by the city in contravention of this section in connection with the granting of permits to perform company's work on city's property during such fiscal year.

Section 5. Powers retained by city.

All rights herein granted and authorized by the city shall be subject to and governed only by this ordinance; provided, however, that the city expressly reserves unto itself all of its police power to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights hereby granted not inconsistent with the provisions of this franchise agreement.

Section 6. Excavation.

Company, upon making an opening in the city's property, for the purpose of laying, repairing or maintaining gas facilities, shall use due care and caution to prevent injury to persons, shall replace and restore the city's property to its former condition as nearly as practicable within a reasonable time, and shall not unnecessarily obstruct or impede traffic upon the streets, avenues, roads, public highways, alleys, lanes, ways, parks and other places of the city.

Section 7. Liability of grantee.

Company shall save and keep harmless the city from any and all liability by reason of damage or injury to any person or persons whomsoever, on account of negligence or intentional act or omission of the company in the installation, maintenance and repair of its mains and pipe lines located in the city's property, provided the company shall have been notified in writing of any claim against the city on account thereof and shall have been given ample opportunity to defend the same.

Section 8. When effective.

This franchise agreement shall become effective upon its execution by the City and the Company.

Section 9. Insurance requirements.

Throughout the term of this franchise agreement, the company shall, at its own cost and expense, maintain comprehensive general liability insurance and shall, upon request, provide the city certificates of insurance designating the city as additional insured and demonstrating that the company has obtained the insurance required in this section. Such policy or policies shall be in the minimum amount of $1,000,000.00 for bodily injury or death to any one person, and $1,000,000.00 for bodily injury or death to any two or more persons resulting from one occurrence, and $1,000,000.00 for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon 30 days' prior written notice to the city. The company shall provide workers' compensation coverage in accordance with applicable law. The company shall indemnify and hold harmless the city from any workers' compensation claims to which the company may become subject during the term of this franchise agreement. Alternatively, and in lieu of the foregoing insurance requirements, the company may elect to self-insure or insure through its captive insurance carrier, provided that company or its parent company have sufficient net worth to do so, as determined by customary practice in the natural gas utility industry.

Section 10. Renewal, term.

Unless 90 days written notice is given by one party to the other prior to the expiration of this agreement, this franchise shall be considered as renewed and binding in all its provisions for twenty-nine consecutive one-year renewal terms, unless notice is given by either party prior to the expiration of any renewal term that the agreement shall not further renew after the end of the then current renewal term.

Section 11. Severability.

In the event that any provision of this ordinance should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, the remaining provisions of this ordinance shall survive and be applied, and together with the invalid or unenforceable portion shall

be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

Section 12. Notices.

Any and all notices required to be given under this agreement shall be in writing and shall be delivered by U.S. Mail, return receipt requested, commercial overnight courier or hand delivery and shall be deemed delivered when received or rejected for receipt by the recipient. The parties' addresses are set forth below and can be changed upon 30 days' notice to the other:

City of Mableton, Georgia
Attn: Michael Owens, Mayor
[insert address]

Gas South
[Insert Address]

Adopted by the City Council of the City of Mableton, Georgia, at a meeting held on

_____, 2023.

Approved:_____, 2023.

_____

Michael Owens, Mayor

I, _____, Clerk of the City of Mableton, Georgia, hereby certify that I was present at the meeting of the City Council of the City of Mableton, Georgia, held on _____, 2023, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the City Council of the City of Mableton, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the corporate seal of the City of Mableton, County of Cobb, State of Georgia, this _____day of _____, 2023.

_____
City Clerk

STATE OF GEORGIA **RES**
COBB COUNTY
CITY OF MABLETON

A RESOLUTION AUTHORIZING DEFERRED TRAINING COSTS FOR THE CITY OF MABLETON'S PARTICIPATION IN THE GEORGIA MUNICIPAL ASSOCIATION'S 2023 ANNUAL CONVENTION AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the City of Mableton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the duly elected governing authority of the City is the Mayor and Council ("City Council") thereof;

WHEREAS, the Georgia Open Meetings Act (O.C.G.A. 50-14-1 et al.), and/or other applicable laws, provides for the City to submit certain notices to the City's legal organ;

WHEREAS, the Georgia Municipal Association ("GMA"), currently representing 537 cities in Georgia, is a voluntary, non-profit Georgia organization that provides legislative advocacy, educational, employee benefit and technical consulting services to Georgia's cities;

WHEREAS, GMA hosts a statewide annual convention each June featuring unrivaled and engaging training sessions and programming for Georgia's city officials;

WHEREAS, GMA's statewide annual convention also includes a tradeshow featuring products and services that improve city operations to enhance the lives of Georgia's residents;

WHEREAS, GMA has offered to defer annual convention registration costs for Mableton's City Council until after the establishment of the City's preliminary budget and funding, in recognition of the City's recent incorporation and ensuing transition; and

WHEREAS, where the City desires through this resolution to formally accept GMA's offer to defer its annual convention registration costs for Mableton's officials until after the establishment of the City's preliminary budget and receipt of sufficient funding; and

WHEREAS, this Resolution is enacted to safeguard and promote the public health, safety, and general welfare of the City.

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of the City of Mableton, Georgia, as follows:

Section 1. The City Council hereby formally accepts GMA's offer to defer its annual convention registration costs for Mableton's officials until after the establishment of the City's preliminary budget and receipt of sufficient funding.

****

Section 2. It is hereby declared to be the intention of the City Council that:

(a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.

(b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 3. The City Attorney and the City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes.

Section 4. The effective date of this Resolution shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law.

BE IT SO RESOLVED, this _____ day of _____, 2023.

ATTEST: CITY OF MABLETON, GEORGIA:

_____ _____

Susan D. Hiott, Interim City Clerk Michael Owens, Mayor

APPROVAL AS TO FORM:

_____

Emilia Walker-Ashby, Interim City Attorney