EXHIBIT 1

JOSEPH AKERS

[redacted]

CHIEF LEGAL OFFICER/GENERAL COUNSEL

- Entrepreneurial, results-oriented General Counsel with outstanding leadership and communication skills.
- Executive with a record of increased responsibilities and leadership roles in complex and fast-paced business environment.
- Trusted legal advisor to Board of Directors, executive management teams, and shareholders.
- Strategic and analytical problem-solver focused on the overall picture and alignment with corporate goals and strategies.
- Versatile leader in wide array of disciplines, including Legal, Risk Management, Information Technology, Human Resources, Internal Audit, Asset Protection, Government Relations, and Environmental.

PROFESSIONAL EXPERIENCE

RACETRAC, INC., Atlanta, GA 2005-Present

$10+ Billion Privately-Held Retail Convenience Store Company with over 9,000 employees and over 700 stores. Over 17 affiliates and subsidiaries involved in wholesale fuel and energy, logistics, real estate, and transportation.

CHIEF LEGAL OFFICER/GENERAL COUNSEL/VICE PRESIDENT (2012 – present)

Positive, engaged leader responsible for all aspects of the legal, risk management, and compliance functions supporting the organization. Functions also include enterprise risk management, data privacy, safety (e.g., OSHA, food, and DOT), environmental, licensing, asset protection, and government relations. History of continuous improvement financially, operationally, and in client/customer satisfaction. Willing and able to make effective decisions, not just give advice. Orchestrates the work of nearly 50 outside law firms. Serves as Corporate Secretary to the Board of Directors of organization, along with all its subsidiaries and affiliates.

Selected accomplishments and transactions:

- Led M&A team in largest ever asset sale (~$125MM)
- Created first-ever long-term incentive compensation plan
- Directly oversaw and negotiated the company's largest settlement recovery ($24MM+)
- Created enterprise risk management policy and procedures
- Oversaw $400MM Wells Fargo/Bank of America syndicate revolver
- Recipient of 2013 Association of Corporate Counsel Value Champion Award, which focuses on improved costs, predictability, and outcomes
- Reduced total legal spend and risk management spend by approximately 20% as GC

CORPORATE COUNSEL (2005 – 2012)

Directly oversaw all aspects of litigation, claims, and risk management matters. Constantly alert and vigilant against an increasingly broad array of threats to the company, and handled them accordingly. Adeptly communicated with key stakeholders such as the Board and senior officers, as well as external regulators and internal teams. Set a tone of trust at the top and helped build a risk-aware culture in which compliance became a source of competitive advantage. Possessed a thorough understanding of the risks the business faced in its unique markets, matched risk appetite to commercial opportunities and served as a calm guide for other leaders. Worked directly with General Counsel on complex commercial transactions developing into an accomplished generalist. Managed the work of 15+ law firms.

GREENBERG TRAURIG, LLP, Atlanta, GA 1999-2005
Consistently one of the largest firms in the United States by Revenue and number of lawyers

SENIOR ASSOCIATE

Practice focused on counseling private and public companies in the areas of general commercial litigation, and labor and employment law. Successfully tried numerous litigation matters as outside counsel.

MOORE, INGRAM, JOHNSON & STEELE, LLP, Marietta, GA 1997-1999
Mid-size, full service firm in Atlanta suburb

ASSOCIATE

Practice focused on counseling companies and individuals in the areas of commercial litigation, construction litigation, and real estate litigation.

Education	J.D., University of Georgia – School of Law, Athens, GA 1997 B.A., *cum laude*, Tulane University, New Orleans, LA 1994
Certification	Northwestern University – School of Professional Studies *Fundamentals of Accounting* (conferral in Sept. 2017)
Personal Interests	Family, travel, and anything outdoors

Personal and Professional references available upon request

EXHIBIT 2

Ron Nelson

Senior Director

Redacted Phone Number: Redacted

Education

MS, Agricultural and Resource Economics
Colorado State University, 2013

BA, Environmental Economics
Western Washington University, 2011

Work Experience

Senior Director

Strategen / Portland, OR / 2018 - Present

+ Subject matter and testimony expert in advanced rate design, embedded and marginal cost of service modeling, performance-based regulation, electric vehicles, and DER integration and compensation.
+ Designing policies and programs to advance deployment of distributed energy resources, demand-side management programs, energy storage and grid integration

Economist

Minnesota Attorney General's Office / St. Paul, MN / 2013 - 2017

+ Provided expert testimony on cost of service modeling, rate design, grid modernization and utility business models
+ Analyzing issues related to conservation incentive programs, value of solar, grid modernization, performance-based regulation, renewable energy program design, and MISO

Graduate Research Associate

Colorado State University / Fort Collins, CO / 2011 - 2013

+ Analyzed the ongoing impact of the 2011 drought in Colorado
+ Wrote and obtained grants, setting and managing their budgets, and delivering final research projects

Economic Research Assistant

Washington State University / Mount Vernon, WA / 2009 - 2011

+ Developed a payment for ecosystem services program for The Nature Conservancy
+ Established ecological metrics that could be monetized into economic benefits and estimating the benefits and costs to farmers

Ron Nelson

Senior Director

Expert Testimony

Petition of NSTAR Electric Company d/b/a Eversource Energy for approval by the Department of Public Utilities of the Company's Marion-Fairhaven capital project proposal under the Provisional Program established by the Department in Provisional System Planning Program, D.P.U 20-75-B (2021)
DER integration, Capital Investment Project
Direct | Surrebuttal

In the Matter of the Application of Oklahoma Gas & Electric Company for an Order of the Commission Authorizing Applicant to Modify Its Rates, Charges, and Tariffs for Retail Electric Service in Oklahoma
Cost of service, rate design, formula rate plan
Direct | Stipulation

In the Matter of the Application of Minnesota Power for Authority to Increase Rates for Electric Utility Service in Minnesota. Docket No. E-015/GR-21-335. On Behalf of CUB Minnesota
Cost recovery, cost of service, and revenue apportionment
Direct | Surrebuttal

Petition for Establishment of Performance Metrics Under Section 16-108.18(e) of the Public Utilities Act, Commonwealth Edison Company, Docket No. 22-0067 On Behalf of NRDC
Demand Response and Electric Vehicle Performance metrics
Direct | Rebuttal

Petition for Establishment of Performance Metrics Under Section 16-108.18(e) of the Public Utilities Act, Ameren Illinois Company, Docket No. 22-0063 On Behalf of NRDC
Demand Response and Electric Vehicle Performance metrics
Direct | Rebuttal

In the matter of the application of CONSUMERS ENERGY COMPANY for authority to increase its rates for the distribution of natural gas and for other relief. U-21148. On Behalf of NRDC
Performance-based regulation and gas decarbonization
Direct

Phase 2: Petition of Fitchburg Gas and Electric Light Company d/b/a Unitil for approval of its Electric Vehicle Infrastructure Program, Electric Vehicle Demand Charge Alternative Proposal, and Residential Electric Vehicle Time-of-Use Rate Proposal (D.P.U 21-92) On Behalf of the Attorney General's Office
EV Program Design and Load Management
Direct

Phase 2: Petition of Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid, for approval of its Phase III Electric Vehicle Market Development Program and Electric Vehicle Demand Charge Alternative Proposal (D.P.U 21-91) On Behalf of the Attorney General's Office
EV Program Design and Load Management
Direct

Ron Nelson

Senior Director

Expert Testimony Continued

Phase 2: Petition of NSTAR Electric Company d/b/a Eversource Energy for approval of its Phase II Electric Vehicle Infrastructure Program and Electric Vehicle Demand Charge Alternative Proposal (D.P.U 21-90) On Behalf of the Attorney General's Office
EV Program Design and Load Management
Direct

Phase 1: Petition of Fitchburg Gas and Electric Light Company d/b/a Unitil for approval of its Electric Vehicle Infrastructure Program, Electric Vehicle Demand Charge Alternative Proposal, and Residential Electric Vehicle Time-of-Use Rate Proposal (D.P.U 21-92) On Behalf of the Attorney General's Office
EV Program Design and Load Management
Direct

Phase 1: Petition of Massachusetts Electric Company and Nantucket Electric Company, each d/b/a National Grid, for approval of its Phase III Electric Vehicle Market Development Program and Electric Vehicle Demand Charge Alternative Proposal (D.P.U 21-91) On Behalf of the Attorney General's Office
EV Program Design and Load Management
Direct

Phase 1: Petition of NSTAR Electric Company d/b/a Eversource Energy for approval of its Phase II Electric Vehicle Infrastructure Program and Electric Vehicle Demand Charge Alternative Proposal (D.P.U 21-90) On Behalf of the Attorney General's Office
EV Program Design and Load Management
Direct

In the Matter of the Petitions for Recovery of Certain Gas Costs (DKT: 21-138, 21-235, 21-610, 21-611) On Behalf of The Citizens Utility Board of Minnesota
Prudency Review
Direct

Green Mountain Power Corporation (DKT: 21-3707-PET) On Behalf of Green Mountain Power
Multi-Year Regulation Plan
Direct Testimony with Matt McDonnell

Public Service of Oklahoma (DKT: 202100055) On Behalf of AARP
ECOSS and Rate Design
Responsive Testimony

Duquesne Light Company (DKT: R-2021-3024750) On Behalf of the PA OCA
Transportation Electrification, Load Control
Direct | Surrebuttal (note: please type in the docket number, the testimony cannot be directly referenced)

Ron Nelson

Senior Director

Expert Testimony Continued

PECO (DKT: R-2021-3024601) On Behalf of the PA OCA
Transportation Electrification, Load Control
Direct (note: please type in the docket number, the testimony cannot be directly referenced)

Rocky Mountain Power (DKT: 20-035-04) On Behalf of the Utah Office of Consumer Services
Embedded COS, Rate Design, and AMI rollout
Direct

Minnesota Power* On Behalf of the MN CUB
ECOSS and low-income rate design

Pennsylvania Power and Light: DER Management Petition (DKT: P-2019-3010128) On Behalf of the PA OCA
DER integration
Direct | Surrebuttal (note: please type in the docket number, the testimony cannot be directly referenced)

Public Service of New Hampshire (dba Eversource Energy) (DKT: DE 19-057) On Behalf of the NH OCA
Embedded and marginal COS, Rate Design, and PBR
Direct

Liberty Utilities (DKT: DE 19-064) On Behalf of the NH OCA
Marginal COS, Rate Design, decoupling and PBR
Direct

Oklahoma Gas and Electric (DKT: 201800140) On Behalf of AARP
Rate Design and CCOSS
Direct

Vectren Energy Delivery of Ohio (DKT: 18-0298-GA-AIR) On Behalf of the Environmental Law and Policy Center
CCOSS and Rate Design
Direct | Supplemental | Case link

Commonwealth Edison (DKT: 18-0753) On Behalf of the IL AG
Distributed Generation Rebates and Smart Inverter Specifications
Direct | Rebuttal | Case link

Ameren Illinois Company (DKT: 18-0537) On Behalf of the IL AG
Distributed Generation Rebates and Smart Inverter Specifications
Direct | Rebuttal | Case file

Ron Nelson

Senior Director

Expert Testimony Continued

Public Service Company of Oklahoma (DKT: 201800096) On Behalf of AARP
Formula Rates, Performance Metrics, Rate Design, and CCOSS
Direct

Oklahoma Gas and Electric (DKT: 201700496) On Behalf of AARP
CCOSS and Revenue Apportionment
Responsive | Case link

Minnesota Power (DKT: E-002/GR-16-664) On Behalf of the MN OAG
CCOSS, Rate Design, and the Utility Business Model
Surrebuttal | Rebuttal: | Testimony | Case Link

Otter Tail Power (DKT: E-002/GR-15-1033) On Behalf of the MN OAG
Marginal and Embedded CCOSS and Rate Design
Opening Statement | Direct | Rebuttal | Case link

Xcel Energy (DKT: E-002/GR-15-826) On Behalf of the MN OAG
CCOSS, Rate Design, and Performance-Based Regulation
Direct | Rebuttal | Surrebuttal |Case link

Minnesota Energy Resources Corp. (DKT: G-011/GR-15-736) On Behalf of the MN OAG
CCOSS and Rate Design
Direct : | Rebuttal | Surrebuttal | Case link

CenterPoint Energy (DKT: E-002/GR-15-424) On Behalf of the MN OAG
CCOSS and Rate Design
Opening Statement | Direct | Rebuttal | Surrebuttal | Case link

Dakota Energy Association (DKT: E-002/GR-14-482) On Behalf of the MN OAG
CCOSS and Rate Design
Direct | Rebuttal | Surrebuttal | Case link

Xcel Energy (DKT: E-002/GR-13-868) On Behalf of the MN OAG
CCOSS and Rate Design
Direct | Rebuttal | Surrebuttal: Case Link

Minnesota Energy Resources Corp. (DKT: G-011/GR-13-617) On Behalf of the MN OAG
CCOSS
Direct | Surrebuttal | Case Link

CenterPoint Energy (DKT: G-008/GR-13-316) On Behalf of the MN OAG
CCOSS
Direct: | Surrebuttal | Case Link

EXHIBIT 3

Barry E. Selvidge

[redacted]

Newport LLC, Atlanta, Georgia 2015-Present
Partner
A national business advisory firm with deep, experience-based expertise helping owners and CEOs of privately held, lower middle-market companies grow, de-risk and realize their company's value

- Focus on sell-side exit preparation and transactions

Prime Point Media, Atlanta, Georgia 2000-2015
Founder, President and General Counsel
An outdoor specialty advertising company serving premier clients nationwide

- Identified and developed a profitable new niche market in advertising
- Honored on the Inc. 5000 list of fastest-growing private companies in America
- Managed federal and municipal regulatory compliance in 48 states
- Negotiated complex, exclusive key vendor agreements with large corporations

Georgia Public Communications Association, Atlanta, Georgia 2000-2011
Executive Director
A trade association representing the interests of Georgia's public communications providers

- Solely operated the association and administered all business functions and services
- Directed the development of all regulatory and legislative strategies
- Actively participated at the Georgia Public Service Commission and with staff
- Successfully negotiated multiple rate reductions directly with BellSouth

Selvidge Strategic Consulting, Inc., Atlanta, Georgia 1998-Present
President and Owner
A consulting firm advising companies and trade associations in the telecommunications industry

- Counseled companies on a wide variety of operational, regulatory and strategic issues

American Public Communications Council (APCC), Washington, D.C. 1995-1996
Chairman of the Board
A national trade association representing the interests of public communications providers

- Advocated for fair regulations to allow the widespread deployment of payphone services
- Worked with Regional Bell Operating Companies in achieving passage of Section 276 of the Telecommunications Act of 1996

Communications Central, Inc., Atlanta, Georgia 1991-1998
Vice President, Regulatory Affairs, General Counsel and Secretary
A $100M publicly-traded telecommunications company operating in 42 states

- Responsible for company's legal/regulatory affairs and corporate compliance
  - Managed transactional requirements for 28 acquisitions in four years
  - Conducted all contract negotiations and drafting responsibilities
  - Advised Board of Directors as corporate secretary and general counsel
- Developed specialized federal and state regulatory expertise
  - Advocated various regulatory initiatives before the Federal Communications Commission (FCC) and numerous state public service commissions
  - Led negotiations with major telecom companies to develop a fair and competitive regulatory landscape

Messer Law Firm, Tallahassee, Florida 1989-1991
Attorney
25-member multi-disciplinary law firm with regulatory and lobbying focus

- Member of the telecommunications practice group with representation before the Florida Public Service Commission, FCC, and state and federal appeals courts
- Represented industry clients including the Florida Public Telecom Association, Florida Cable Television Association, McCaw Communications and Sprint

Payphone Exchange Magazine, Knoxville, Tennessee 1986-1988
Co-Founder and Editor
Publication focused on regulatory and business issues in public telecommunications

- Created a new media outlet for the burgeoning public communications market

Broadcasting and the Law, Knoxville, Tennessee 1983-1986
Associate Editor
National newsletter analyzed and interpreted FCC rulings and regulations for broadcasters

- Directed research, authored and edited articles for bi-monthly publication

Education and Professional:

- University of Tennessee, Knoxville – B.S. and J.D. degrees
  - Awarded Valedictorian, Bickel Communications and Tennessee Association of Broadcasters Scholarships
- Licensed to practice law in Florida, Georgia and Tennessee

EXHIBIT 4

ET MAKE READY INFRASTRUCTURE PROGRAM TERMS AND CONDITIONS

THE TERMS AND CONDITIONS SPECIFIED HEREIN (THESE "**TERMS AND CONDITIONS**") TAKE PRECEDENCE OVER AND SUPERSEDE ANY CONFLICTING OR DIFFERENT TERMS SET FORTH IN ANY NEGOTIATIONS, AGREEMENTS, DISCUSSIONS OR CORRESPONDENCE BETWEEN YOU (THE "**APPLICANT**" OR THE "**PARTICIPANT**") AND GEORGIA POWER COMPANY ("**GEORGIA POWER**") REGARDING THE ELECTRIC TRANSPORATION MAKE READY PROGRAM.

1. The Program and Eligibility. With the consent and at the direction of the Georgia Public Service Commission, Georgia Power has created and implemented this Electric Transportation "Make Ready" Program (the "**Program**") to promote the use of electric vehicles and to gain useful information about the volume and nature of future electricity demand created by electric fleets. Businesses and other institutions interested in participating Georgia Power's must complete an application and be accepted by Georgia Power. Each accepted applicant ("**Participant**") must agree to these terms and conditons as a prerequisite to inclusion in the Program. Georgia Power reserves the right to refuse service to any applicant that does not meet its requirements. Georgia Power reserves the right to change the requirements at any time without additional notice. Georgia Power may initiate changes to the Make-Ready Program as necessary to comply with Georgia Public Service Commission directives or other comments. Georgia Power will endeavor to provide the Participant with advance notice of any such changes. The Participant acknowledges and agrees to refrain from any participation in this Program, if such participation would serve as a contribution or offset against any federal, state, or local mandate, obligation, or expectation to provide electric transportation equipment or infrastructure.

2. Participant's Representations and Warranties. The Participant represents and warrants that it has the right to enter into these Terms and Conditions, to grant the permissions contemplated herein, and to permit Georgia Power to provide Georgia Power's Services (as defined in Section 7 below) including, if applicable, express written authority from all Premises owners, and any other person or entity having rights in the Premises (as defined in Section 4 below).

3. Project Plan and Easements.

a. The Participant and Georgia Power each understand and acknowledge that the implementation of the Project will be conducted in one or more phases pursuant to a mutually agreeable project plan (the "**Project Plan**"). Georgia Power will deliver the draft Project Plan to the Participant as soon as practical. The Participant must accept the Project Plan within ten (10) days of receipt.

b. If Georgia Power determines that it needs, in addition to the access rights granted to Georgia Power under Sections 2 above, one or more easements in order to fulfill its obligations under this Agreement, including any easement for the installation, erection, operation, or maintenance of any distribution wires, poles, cables, conduits, pipes, or other facilities over, under, across, or along the Premises, the Participant will grant Georgia Power easement rights. If such easement or easements are necessary, then Georgia Power will deliver such easement or easements to the Participant for execution. If the Participant is not the owner of the Premises, and thus unable to grant Georgia Power with the rights contained in Exhibit 4 (Form of Easement), then the Participant will assist Georgia Power with obtaining such rights from the owner of the Premises. To the extent Georgia Power deems reasonable, Georgia Power will use its existing easements to minimize encumbrances on the Premises.

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

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

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

7. Participant's Obligations to Cooperate and Grant Permissions. The Participant acknowledges and agrees that Georgia Power may use its own employees or may contract with one or more independent contractors to perform the work contemplated to be performed by Georgia Power in these Terms and Conditions (collectively, **"Georgia Power's Services"**). The Participant hereby grants to Georgia Power and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to Georgia Power's Services, including the right to access the Premises with vehicles, equipment, or other tools, and to access electrical systems located at the Premises, and to survey, dig, or excavate, in order to: (i) install and connect equipment or provide service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove equipment; (iii) install additional equipment or devices on the ET Infrastructure; and (iv) conduct any other activity reasonably related to Georgia Power's Services or the ET Infrastructure. Each of the Georgia Power and the Participant agrees to use its best efforts to coordinate and cooperate in connection with all activities under these Terms and Conditions. If the Participant does not grant Georgia Power reasonable access to the Premises, then Georgia Power may deenergize the ET Infrastructure until such access is granted. Georgia Power will work closely with the Participant to minimize unreasonable interference with the Participant's operations at the Premises.

8. Inspections, Testing, and Maintenance. Subject to the provisions of these Terms and Conditions, during the Program, Georgia Power reserves the exclusive right, in its sole discretion, to perform regular inspections, routine maintenance, and other activities related to monitoring, operating, maintaining, or managing of the ET Infrastructure (e.g., meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) (and such activities are included within the definition of "Georgia Power's Services"). ET Infrastructure may be removed, substituted, or replaced by Georgia Power at any time. The Participant will not be responsible for the cost associated with Georgia Power's Services.

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

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

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

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

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

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

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

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

14. Term and Termination. The "**Initial Term**" of these Terms and Conditions expires on the anniversary of the Effective Date. After the Initial Term, these Terms and Conditions will automatically renew on an annual basis for ten (10) years or until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with Section 8 (the Participant Removal or Termination) below) at least ninety (90) days before the desired termination date. The Initial Term and any renewal term are collectively the "**Term**." If the Participant elects to terminate these Terms and Conditions prior to the ninth (9^{th}) renewal term, the Participant must pay Georgia Power an amount equal to value of the ET infrastructure as prorated on a straight-line basis.

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

Terms and Conditions pursuant to this Section 15, Georgia Power must deenergize the ET Infrastructure and abandon the conduit in place, and Georgia Power will bear the full cost of such work.

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

17. Public Employer Provisions.

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

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

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

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

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

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

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

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

EXHIBIT 5

Georgia Power Electric Transportation Make Ready Contract

Georgia Power has accepted your application for funding assistance through the Make Ready Program as approved by the Georgia Public Service 2019 Rate Case order in Docket #42516. By signing this agreement, Georgia Power will invest **$20,167.00** in charging system infrastructure at your facility as defined in the attached agreement. Georgia Power will own and maintain the charging infrastructure to support the chargers you select. You will then own, operate, and maintain the chargers to best suit the needs of your facility.

The attached agreement is our generally accepted version, which we hope meets the needs for you and your facility. After review, if there are any clauses or minor portions that are not amenable terms, please redline those so we can discuss. We attempt to minimize the number of agreement modifications so we can provide timely services and ultimately the charging system infrastructure to support your facility.

Thank you for your time, and we look forward to working with you.

Respectfully,

Georgia Power Electric Transportation Team

GEORGIA POWER COMPANY
ELECTRIC VEHICLE CHARGING MAKE-READY PROGRAM AGREEMENT

This Electric Vehicle Charging Make-Ready Program Agreement (the **"Agreement"**) is made on this 17 day of February 2022 (the "**Effective Date**"), by and between Georgia Power Company, a Georgia corporation with a mailing address at 241 Ralph McGill Boulevard NE, Atlanta, Georgia 30308-3374 ("**Georgia Power**"), and the Augusta Georgia, City of Augusta with a mailing address at 535 Telfair St, Suite 800, Augusta, GA 30901 (the "**Customer**"). Customer and Georgia Power are referenced collectively as "**Parties**" and individually as "**Party**."

RECITALS

WHEREAS, Georgia Power has received authorization from the Georgia Public Service Commission to implement the Electrification of Transportation Initiative Program in order to study the impacts of electric transportation on the electric grid and evaluate associated costs to assist customers in their transition to electric transportation (the "**Make-Ready Program**");

WHEREAS, Customer has expressed a desire to participate in the Make-Ready Program and has developed a plan in the form attached hereto as **Exhibit 3** (the "**Customer Plan**");

WHEREAS, Customer's participation in the Make-Ready Program would allow Customer to offset certain capital investments that would otherwise be required in order for Customer to install certain secondary electrical infrastructure necessary to support the **Project** (as defined in the Customer Plan);

WHEREAS, Georgia Power has solicited proposals for participation in the Make-Ready Program in order to allow Georgia Power to collect data necessary for the Georgia Public Service Commission and Georgia Power to properly evaluate the Make-Ready Program;

WHEREAS, Georgia Power has reviewed and accepted the Customer Plan and believes that Customer's participation as described therein will be beneficial to the Make-Ready Program;

WHEREAS, Customer owns or is in lawful control of certain real property located at 535 Telfair St, Augusta, GA 30901 (the "**Premises**");

WHEREAS, Georgia Power has the materials, services, labor, and professional expertise necessary to install and maintain the ET Infrastructure (as defined below); and

WHEREAS, Georgia Power is willing to install and maintain the ET Infrastructure at the Premises in the locations specified in the Customer Plan;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED IN THIS AGREEMENT, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, EACH OF THE PARTIES AGREES AS FOLLOWS:

1. Delivery and Installation of the ET Infrastructure. Within thirty (30) days of the Effective Date, Georgia Power will deliver to the Premises the secondary electrical infrastructure and associated metering equipment that Georgia Power deems reasonably necessary to support the Project, as identified in **Exhibit 1** attached hereto (collectively, the "**ET Infrastructure**"). For the avoidance of doubt, ET Infrastructure includes, but is not limited to, secondary electrical infrastructure behind the meter to support electric transportation equipment charging, and does not include items such as charging devices, painting, branding, stenciling, network, warranty, or maintenance of charging devices. Customer acknowledges and agrees that Georgia Power's collection of data associated with the Project is critical to the evaluation of the Make-Ready Program and Georgia Power acknowledges that Customer's implementation of the Project may be planned to be conducted in one or more phases. Therefore, in order to permit Georgia Power to obtain sufficient data in support of the Make-Ready Program, within thirty (30) days of the Effective Date, Customer must select a third-party installer for the installation of ET

Infrastructure from the list of Georgia Power-approved qualifed vendors identified in **Exhibit 2** attached hereto. Further, within sixty (60) days of selection of the third-party installer, Customer must issue a notice to proceed for installation of at least the "**Initial Phase**" of the Project as idenitfied in the Customer Plan. The ET Infrastructure will be installed at the Premises in the locations identified in the Customer Plan, and will be incorporated behind the meter within portions of Customer's electrical system. Following installation of the ET Infrastructure, Customer must continue implementation of any remaining phases of the Project plan in accordance with the Customer Plan. Georgia Power retains all rights, title, interest, and ownership in and to the ET Infrastructure. Customer will not obtain any ownership or security interest in the ET Infrastructure, nor will the ET Infrastructure be considered a fixture attaching to Customer's Premises.

2. Performance and Cooperation; Grant of License to Georgia Power.

a. Customer acknowledges and agrees that Georgia Power may use its own employees or may contract with one or more independent contractors to perform the work contemplated to be performed by Georgia Power in this Agreement (collectively, "**Georgia Power's Services**"). Customer hereby grants to Georgia Power and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to Georgia Power's Services, including the right to access the Premises with vehicles, equipment, or other tools, and to access electrical systems located at the Premises, and to survey, dig, or excavate, in order to: (a) install and connect equipment or provide service; (b) inspect, maintain, test, replace, repair, disconnect, or remove equipment; (c) install additional equipment or devices on the ET Infrastructure; and (d) conduct any other activity reasonably related to Georgia Power's Services or the ET Infrastructure. Customer represents and warrants that it has the right to enter into this Agreement, to grant the license contemplated herein, and to permit Georgia Power to provide Georgia Power's Services including, if applicable, express written authority from all Premises owners, and any other person or entity having rights in the Premises. Each of the the Parties agrees to use its best efforts to coordinate and cooperate in connection with all activities under this Agreement. If Customer does not grant Georgia Power reasonable access to the Premises, then Georgia Power may deenergize the ET Infrastructure until such access is granted. Georgia Power will work closely with Customer to minimize unreasonable interference with Customer's operations at the Premises.

b. Subject to the other terms and conditions of this Agreement, during the Term, Georgia Power reserves the exclusive right, in its sole discretion, to perform regular inspections, routine maintenance, and other activities related to monitoring, operating, maintaining, or managing of the ET Infrastructure (e.g., meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) (and such activities are included within the definition of "Georgia Power's Services"). ET Infrastructure may be removed, substituted, or replaced by Georgia Power at any time. Customer will not be responsible for the cost associated with Georgia Power's Services.

c. Customer is prohibited from using, accessing, or operating the ET Infrastructure for any other purpose, including: (i) accessing or operating components of the ET Infrastructure, (ii) connecting, disconnecting, or interrupting electric service to the ET Infrastructure, and (iii) performing any other operational, maintenance, repair, replacement, removal, or similar activities on or to the ET Infrastructure.

d. If Georgia Power determines that it needs, in addition to the access rights granted to Georgia Power under subSections 2(a) and 2(b) above, one or more easements in order to fulfill its obligations under this Agreement, including any easement for the installation, erection, operation, or maintenance of any distribution wires, poles, cables, conduits, pipes, or other facilities over, under, across, or along the Premises, Customer will grant Georgia Power easement rights in the form attached as Exhibit 4 (Form of Easement). If Customer is not the owner of the Premises, and thus unable to grant Georgia Power with the rights contained in Exhibit 4 (Form of Easement), then Customer will assist Georgia Power with obtaining such rights

from the owner of the Premises. To the extent Georgia Power deems reasonable, Georgia Power will use its existing easements to minimize encumbrances on the Premises.

3. Costs. Georgia Power will be responsible for any costs associated with the initial installation of the ET Infrastructure and the provision of Georgia Power's Services. Damage to the ET Infrastructure arising from or in connection with Customer's actions will be covered under Section 13 (Risk Allocation) of this Agreement.

4. Duty to Notify. Customer must promptly notify Georgia Power when Customer becomes aware of any unsafe, inoperable, or damaged ET Infrastructure.

5. Permission to Use Data. Customer hereby grants Georgia Power unrestricted access and use of all data collected by the ET Infrastructure. Customer agrees to allow Georgia Power, its agents and representatives to use data gathered as part of the Make-Ready Program for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations.

6. Electric Transportation Requirement. Customer acknowledges and agrees to refrain from any participation in this Agreement, if such participation would serve as a contribution or offset against any federal, state, or local mandate, obligation, or expectation to provide electric transportation equipment or infrastructure.

7. Default. Customer will be in default of its obligations under this Agreement, if Customer: (i) fails to timely fulfill its obligations under Section 1 (Delivery and Installation of the ET Infrastructure); (ii) purports to terminate this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any other material term, warranty, covenant, or representation of this Agreement. Georgia Power's waiver of a past or concurrent default will not waive any other default. If a default occurs, Georgia Power may: (a) immediately terminate this Agreement; or (b) seek any available remedy provided by law. Upon a termination for default by Customer, Customer must pay Georgia Power the costs and expenses for removal of the ET Infrastructure and actual costs for losses incurred by Georgia Power on behalf of its ratepayers, such as prorated costs of ET Infrastructure, site design, and installation.

8. Term and Termination. The "**Initial Term**" of this Agreement expires on the anniversary of the Effective Date. After the Initial Term, this Agreement will automatically renew on an annual basis for ten (10) years or until terminated by either Party by providing written notice of intent to terminate to the other Party (in accordance with Section 9 (Customer Removal or Termination) below) at least ninety (90) days before the desired termination date. The Initial Term and any renewal term are collectively the "**Term**." If the Customer elects to terminate this Agreement prior to the ninth (9th) renewal term, the Customer must pay Georgia Power an amount equal to value of the ET infrastructure as prorated on a straight-line basis.

9. Customer Removal or Termination. Should Customer desire to terminate this Agreement or require removal of the ET Infrastructure or parts thereof prior to the expiration of the Initial Term, Customer must bear the full cost and sole expense of such removal, site design, and installation, as well as the amounts described in Section 8 above. Customer may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with such termination or removal request. After the Initial Term, if Customer requests to terminate this Agreement pursuant to this Section 9, Georgia Power must deenergize the ET Infrastructure and abandon the conduit in place, and Georgia Power will bear the full cost of such work.

10. Conveyance of the Premises. Should Customer convey the Premises to a third party prior to expiration of the Initial Term, Customer is required to assign this Agreement to the purchasing third party, and the purchasing third party must assume Customer's obligations under this Agreement, on terms reasonably acceptable to Georgia Power. If Customer does not assign this Agreement to the purchasing third party or if the purchasing third party does not accept an assignment and assume all obligations

under the Agreement, Customer will be deemed to have terminated this Agreement prior to the expiration of the Initial Term as contemplated in Sections 7 (Default) and 9 (Customer Removal or Termination). In such event, Customer will bear the full cost and sole expense for removal of the ET Infrastructure, if removed, as well as actual costs, as circumstances may dictate, for losses incurred by Georgia Power on behalf of its ratepayers, such as the depreciated (on a straight line basis) costs of ET Infrastructure, site design, and installation. Customer may, at any time during the Term, request from Georgia Power the projected and final costs that would be associated with terminating this Agreement.

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

12. Disclaimer; Damages. Georgia Power makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Georgia Power's Services or the ET Infrastructure. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of electric service, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of electric service, the ET Infrastructure, or Georgia Power's Services or arising from damage, hindrance, or delay involving Georgia Power's Services, the ET Infrastructure, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises; Customer agrees that Georgia Power has no obligation to ensure safety of the Premises and that Georgia Power has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.

13. RISK ALLOCATION. Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.

14. LIMITATION OF CUSTOMER REMEDIES. CUSTOMER ACKNOWLEDGES THAT GEORGIA POWER'S SERVICES ARE NOT ESSENTIAL TO CUSTOMER'S BUSINESS INTERESTS OR OPERATIONS AND AGREES THAT CUSTOMER'S REMEDIES UNDER THIS AGREEMENT ARE LIMITED TO ACTUAL AND DIRECT DAMAGES. ACCORDINGLY, CUSTOMER WAIVES ANY RIGHT TO: (A) INDIRECT, REMOTE, CONSEQUENTIAL, INCIDENTAL, TREBLE, PUNITIVE, AND EXEMPLARY DAMAGES, AND (B) DAMAGES RELATED TO LOST PROFITS, LOST REVENUE, AND LOSS OF BUSINESS REPUTATION, REGARDLESS OF WHETHER THE AFOREMENTIONED DAMAGES ARE FORESEEABLE OR UNFORSEEABLE. THE LIMITATION OF REMEDIES IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

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

16. Notices. All notices and other communications between the Parties must be in writing and will be deemed to have been duly given only when delivered: (a) in person, (b) after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (c) by a nationally recognized overnight delivery service, or (d) by email (in each case in this clause (d), solely if receipt is confirmed), to the address indicated below or to such other address or addresses as either Party may from time to time designate in writing in a notice delivered in accordance with this Section 14.

Georgia Power:
Georgia Power Company
BIN 10215
241 Ralph McGill Boulevard
Atlanta, Georgia 30308-3374
Attn: Electric Transportation Manager
Email: _____

Customer:
Central Services Department
2760 Peach Orchard Rd
Augusta, GA 30906
Attn: Takiyah A. Douse
Email: TDouse@augustaga.gov

17. Casualty. If all or any portion of the ET Infrastructure on the Premises are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the ET Infrastructure (any, a "**Casualty**"), either Party will have the right to terminate the Agreement by written notice to the other Party within fourteen (14) days after the Casualty, in which event the Agreement will terminate on the date that is ten (10) days after the date of the termination notice, and a mutual agreement shall be reached as to remove from the premises or abandon in place the ET Infrastructure.

18. No Partnership. This Agreement will not be construed as creating a partnership, joint venture, agency relationship, franchise, or association, nor will this Agreement render Georgia Power and Customer liable as partners, co-venturers, or principals.

19. Assignment. Except as contemplated in Section 10 above, Customer may not assign this Agreement without the prior written consent of Georgia Power. Any assignment by Customer in violation of this provision will be null and void. Georgia Power may assign this Agreement to one or more of its affiliates or to any successor to the business or assets of Georgia Power. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and each such Party's respective permitted successors and assigns. Each of Georgia Power's affiliates, successors, and assigns will have full rights to enforce the restrictive covenants set forth in this Agreement.

20. Changes. Georgia Power may initiate changes to the Make-Ready Program as necessary to comply with Georgia Public Service Commission directives or other comments. Georgia Power will endeavor to provide Customer with advance notice of any such changes. Subject to Section 9 (Customer Removal or Termination), Customer may opt out of the Make-Ready Program by providing Georgia Power with ninety (90) days written notice.

21. Compliance with Laws. Each Party must comply with all applicable laws and regulations in its performance of this Agreement.

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

23. Interpretation. Any reference in this Agreement to the singular includes the plural where appropriate, and any reference in this Agreement to the masculine gender includes the feminine and neuter genders where appropriate. In this Agreement: (i) "**include(ing)**" means "include, but are not limited to" or "including, without limitation"; (ii) "**or**" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "**e.g.**" means "for example, including, without limitation"; and (iv) "**written**" or "**in writing**" includes email communication.

24. Severability. If a court of competent jurisdiction determines that any provision of this Agreement is unlawful and unenforceable, that determination will not affect any other provision of this Agreement, and this Agreement and all remaining provisions will continue in full force and effect to the extent permitted by law.

25. Entire Agreement; Waiver; Modification; Counterpart Signatures. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all

other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. No provision of this Agreement may be modified or waived except in writing signed by Customer and a duly authorized representative of Georgia Power. If it is determined by a court of competent jurisdiction that any restrictive covenant set forth in this Agreement is unenforceable, it is the intent of the Parties that such restriction be modified by the court to render it enforceable to the maximum extent permitted by law. This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which taken together will constitute one and the same agreement.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, each of the Parties has executed this Electric Vehicle Charging Make-Ready Program Agreement by signing of its own free will, intending to be bound as of the Effective Date.

"**Georgia Power**":

GEORGIA POWER COMPANY

Nicholas Glenn Halliday

Signature

Nicholas Glenn Halliday ET Program Manager
Printed Name and Title

"**Customer**":

Augusta Georgia, City of Augusta

Signature

Hardie Davis, Jr., Mayor
Printed Name and Title

Attest:

Signature

Lena Bonner, Clerk of Commission
Printed Name and Title

Exhibit 1

ET Infrastructure

1. Install H frame rack with 400-amp main breaker 120/240v single phase panel.
2. Install ground grid for main.
3. Install Ga power meter base on H frame.
4. Saw cut and trench to 1 location in parking lot for 4 chargers
5. Install 4 spare conduits for future chargers with inground J-box.
6. Install conduit and wire for 4 chargers.
7. Patch back parking lot.
8. Permit

CT Meter: Satec BFM136-N-60Hz-ETH-D w/ standard RS485 & Ethernet Comm Port

Exhibit 2

Authorized Installers



745 Industrial Drive
Sandersville, GA 31082

Phone 478-553-0054
Fax 478-553-0407
www.heltonelectric.com

Exhibit 3

Customer Plan



Exhibit 4

Easement

To be handled separately

EXHIBIT 6

INPUTS	
# of Chargers	1
Chargers Per Day	3
Average Energy Use (kWh)	35
Projected Monthly kWh Usage	3255
Output of EV Charger (kW)	180
Billed Demand of EV Charger (kW)	180
Projected Growth Rate	10%
Number of Hours in a Day	24
Number of Days in a Billing Cycle	31
Number of Months of Year	12

GA POWER PLM 14 RATE	
Monthly Charge	$136.00
Energy (kWh) Costs:	
First 3000 kWh	$0.119948
Next 7000 kWh	$0.109860
Next 190000 kWh	$0.094719
Demand (Minimum)	$8.78
Environmental Cost Recovery Rider (ECCR-10)	19.3073%
Demand Side Management Commercial Rider (DSM-C-10)	1.9351%
Nuclear Construction Cost Recovery Rider (NCCR-11)	3.8130%
Municipal Franchise Fee	Not Included
Fuel Recovery Cost	Not Included

GA Power's Assumed Costs	
$/kWh	$0.08

$$Load\ Factor = \frac{kWh\ in\ Billing\ Cycle}{Max\ Billed\ Demand \cdot Number\ of\ days\ in\ a\ Billing\ Cycle \cdot 24\ Hours}$$

Year	Monthly kWh Sold	Load Factor (%)	PLM 14 w/ CIEV Rider	PLM-14 w/ CIEV Rider and Cost Recovery Riders	GA Power's Assumed Costs
1	3255.0	2.43%	$6,317.17	$7,899.96	$4,756.80
2	3580.5	2.67%	$6,785.69	$8,485.87	$5,069.28
3	3938.6	2.94%	$9,850.08	$12,318.06	$5,413.01
4	4332.4	3.24%	$13,643.04	$17,061.36	$5,791.11
5	4765.6	3.56%	$17,436.00	$21,804.66	$6,207.02
6	5242.2	3.91%	$17,436.00	$21,804.66	$6,664.52
7	5766.4	4.31%	$17,436.00	$21,804.66	$7,167.77
8	6343.1	4.74%	$17,436.00	$21,804.66	$7,721.35
9	6977.4	5.21%	$17,436.00	$21,804.66	$8,330.29
10	7675.1	5.73%	$17,436.00	$21,804.66	$9,000.11

