

ORDINANCE NO. 2025 - 805

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO CENTRAL ALABAMA ELECTRIC COOPERATIVE AND ITS WHOLLY OWNED SUBSIDIARY, CENTRAL ACCESS, INC., FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC INFRASTRUCTURE NETWORK WITHIN THE PUBLIC RIGHTS-OF-WAY WITHIN THE TOWN OF COOSADA, ALABAMA

WHEREAS, the Town of Coosada, Alabama ("**Town**") has jurisdiction over the use of public rights-of-way in the Town in which it now or hereafter holds any property interest, including, but not limited to, public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements granted to the public, and rights-of-way dedicated for compatible uses now or hereafter held by Town but excluding Town parks or recreation areas (herein collectively the "**Public ROW**"); and

WHEREAS, Central Alabama Electric Cooperative ("**CAEC**") desires to construct install, maintain, and control a fiber optic infrastructure network which it owns ("**Network**") in the Public ROW for the purpose of offering, through its wholly owned subsidiary, Central Access, Inc. ("**Central Access**"; and, together with CAEC, are hereinafter referred to collectively as the "**the Grantee**"), advanced communications services ("**Services**"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("**Broadband Internet Services**") and Voice over Internet Protocol services, but excluding multichannel video programming services over a cable system that would be subject to a cable franchise to residents and businesses in the Town ("**Customers**"); and

WHEREAS, CAEC currently owns and operates, pursuant to additional franchise authority, an electric delivery system within the corporate limits of the Town and pays all applicable business license amounts relating to the franchise ("**Electric System**") and which is not subject to this Ordinance; and

WHEREAS, the Grantee desires to install, maintain and construct the Network within the corporate limits of the Town and the Town requires a franchise therefor; and

WHEREAS, the Town Council is willing to grant a franchise to allow Grantee to construct and maintain a Network within the Public ROW in accordance with the terms and conditions contained herein.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF COOSADA, ALABAMA, AS FOLLOWS:

DEFINED TERMS

In addition to the terms defined elsewhere in this Ordinance, the following bold and quoted terms, when used herein, shall have the meanings ascribed below.

- A. "**Broadband Services**" means the transmission of information through lightwaves using optical fiber.

- B. **"Business Days" or "business days"** means any calendar day other than a Saturday, Sunday or State of Alabama official holiday.
- C. **"Town"** means the Town of Coosada, Alabama.
- D. **"Code"** means the Town of Coosada, Alabama Municipal Code of Ordinances, as may from time to time be amended.
- E. **"Governing Body" or "Town Council"** means the Town Council of the Town of Coosada, Alabama.
- F. **"Grantee"** collectively means Central Alabama Electric Cooperative and its wholly owned subsidiary, Central Access, Inc., or successors in interest, in accordance with the provisions of this franchise.
- G. **"Gross Revenues"** means all revenue, in whatever form and from all sources that are received by Central Access from its provision of Broadband Services to customers within the corporate limits of the Town. Gross Revenue shall include all revenues received from customers for the Broadband Services provided by Central Access within the Town, with a deduction for Central Access's uncollectible accounts, but without deduction for operating expenses, accruals, or any other expenditures. Notwithstanding the foregoing, Gross Revenue shall not include (i) any taxes on Broadband Services furnished by Central Access imposed by any city, state, or other governmental unit or body and collected by Central Access or (ii) internet access charges and other charges or fees which by applicable laws and regulations are not permitted to be subject to taxation or other imposition.
- H. **"Network Facilities"** means equipment and facilities that may include fiber optic cables, lines, wires, or strands; conduits, vaults, access manholes and handholes; electronic equipment; servers; routers; regenerators; power generators; batteries; pedestals; boxes; cabinets; vaults; splice facilities and other similar facilities used in connection with the Services.
- I. **"Person"** has the meaning set forth in Section 1.6.
- J. **"Use Fee"** means the fee imposed by Town on the Grantee for granting the franchise permitting the location, maintenance, replacement and operation of Network Facilities in the Public ROW.

AGREEMENT

In consideration of the mutual promises made below, the Town and Grantee agree (**"Agreement"**) as follows:

1. Permission to Use and Occupy.

1.1 Permission to Use and Occupy Public ROW. During the Term, Town grants Grantee permission to use and occupy the Public ROW (the **"License"**) for the purpose of constructing, installing, repairing, maintaining, replacing, operating, and if necessary,

removing the Network and the related Network Facilities (the “**Work**”). This Agreement and the License do not authorize Grantee to use any property other than the Public ROW as agreed herein. Grantee’s use of any other Town property, including poles and conduits, will be, subject to mutual agreement, governed under a separate written agreement regarding that use.

1.2 Subject to State of Alabama and Local Law. This Agreement and the License are subject to applicable law of the State of Alabama (at times, herein “**State**”), as amended, and subject to the conditions set forth in this Agreement and applicable federal laws (collectively, “**Applicable Laws**”). To the extent the Applicable Laws or interpretations thereof may change after the Effective Date, the Town and Grantee agree to meet with one another to discuss the impact of such change and consider changes, with such meeting to occur within 30 days after written request of the other party. If no agreement is reached to reflect the changes in law within thirty (30) days after the meeting, the provisions affected shall be modified as required by law.

1.3 Subject to Town’s Right to Use Public ROW. This Agreement and the License are subject and subordinate to Town’s prior and continuing right to use the Public ROW for public uses, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities owned by the Town, which shall be clearly marked.

1.4 Subject to Pre-Existing Property Interests. Town’s grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests of public record that may affect the Public ROW. Grantee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.

1.5 No Grant of Property Interest. The License does not grant or convey any property interest in the Public ROW.

1.6 Non-Exclusive. The rights granted to Grantee pursuant to this Agreement are non-exclusive. Town expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever (“**Person**”), as well as the right in its own name as a Town, to use the Public ROW for similar or different purposes allowed Grantee under this Agreement. This Agreement does not establish any priority for the use of the Public ROW by Grantee or by any present or future grantees or other permit holders. In the event of any dispute as to the priority of use of the Public ROW the first priority shall be to the public generally, the second priority to Town in the performance of its various governmental functions, and thereafter, as between Grantee and other grantees and permit holders, as determined by Town in the exercise of its reasonable powers, including the police power and other powers reserved to and conferred on it by the State of Alabama consistent with the rights granted to Grantee pursuant to this Agreement.

1.7 Backup Power. Grantee shall not use a permanent or semi-permanent internal combustion engine (such as a gasoline or natural gas-powered electric generator) located within the Public ROW to provide backup power at any point or points on the Network Facilities without Town's prior written approval. Such approval may be granted subject to conditions, such as relating to testing times (e.g., not in the middle of the night), screening, noise levels, and temperature and safe discharge of hot exhaust gases.

1.8 Limitation on Use Rights. Nothing in this Agreement shall be construed as requiring Grantee to alter the manner in which Grantee attaches equipment to the poles, if any poles are allowed by Town, or alter the manner in which it operates and maintains its equipment.

2. Grantee's Obligations.

2.1 Individual Permits Required. Grantee will obtain Town permits as required by the Code for individual encroachment, construction, repair and maintenance of the Network Facilities and other necessary permits before placing its Network Facilities in the Public ROW or other property of Town as authorized. Grantee shall pay any further permit, processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by Town.

2.2 Grantee's Sole Cost and Expense. Grantee will perform the Work at its sole cost and expense.

2.3 Compliance with Laws. Grantee will comply with all applicable federal, state and local laws, regulations and ordinances when performing the Work and will comply in all respects with all applicable codes. Grantee will place its Network Facilities in conformance with the required permits as approved by the Town.

2.4 Reasonable Care. Grantee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater that would result from the Work in the Public ROW.

2.5 No Nuisance. Grantee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.

2.6 Minimum Interference. The Network Facilities shall be erected and maintained by Grantee so as to cause the minimum interference with the use of the Public ROW and with the rights of property owners who adjoin any of the Public ROW. The location of Network Facilities within, on, over, under, across or through the Public ROW shall, in all cases, be subject to prior Town approval through the applicable permitting process.

2.7 Limitation on Franchise Rights. Except as may otherwise be agreed upon in writing by Town and Grantee, the rights granted to Grantee herein do not include the right to (i) excavate in, occupy or use any Town park, recreational areas or other Town property other than the Public ROW, or (ii) attach or locate any Network Facilities to or on, or otherwise utilize any of, any Town-owned property or facilities or structures other than Public ROW,

including without limitation light poles, towers, buildings and trees. The use of such Town-owned property or facilities by Grantee shall be considered by Town on a case-by-case basis and may be subject to payment of additional compensation to Town if agreed to by the parties hereto. Similarly, the rights granted herein by Town to Grantee do not include the right to situate any Network Facilities on poles or other property owned by entities other than Town and situated in the Public ROW. It shall be the responsibility of Grantee to negotiate any pole-attachment agreements or similar agreements with the owners of such poles or facilities

2.8 Preconstruction Meetings. Grantee shall attend all reasonably necessary preconstruction meetings relating to the Network Facilities as mutually agreed with Town.

2.9 Restoration of Property. Grantee shall restore and replace at its sole cost and expense, in a manner reasonably approved by Town in any permit issued, any public or private property, real or personal, or portion of the Public ROW, that is disturbed, damaged or injured by the construction, operation, maintenance, replacement or removal of the Network Facilities to at least as good condition as the property condition which existed prior to the disturbance if such damage is directly caused by Grantee's Work and no other Person (other than Grantee's personnel, employees, agents, contractors, subcontractors or Affiliates) is responsible for the damage (e.g., where a Person other than Grantee fails to accurately or timely locate its underground facilities as required by applicable law). Grantee's restoration work shall start promptly but not more than sixty (60) days from Grantee being notified of the problem in question. Upon the failure of Grantee to effect such repair or restoration, within a reasonable period of time after commencement. Town may effect the same, and Grantee shall promptly reimburse Town for Town's actual, reasonable, and documented costs in connection with such repair or restoration.

2.10 Emergency Notification. Grantee shall provide from time to time a twenty-four (24) hour emergency telephone number at which a representative of Grantee (not voicemail or a recording) can be accessed in the event of an emergency.

2.11 Duty to Underground. It is the policy of Town to have lines and cables placed underground to the greatest extent reasonably practicable, as reasonably determined by the Town. In furtherance of this policy, Grantee agrees that it shall place its constructed lines and cables underground to the extent reasonably practicable, as reasonably determined by the Town after consultation with Grantee, provided however the Grantee's network hut sites may be above ground.

2.12 Discontinuance and Removal of the Network Facilities. Upon the termination or expiration of this Agreement, unless an extension is granted by Town in its discretion, all rights of Grantee to use the Public ROW for the provision of Services shall cease. Grantee, at the direction of Town, shall remove any portion of the Network Facilities remaining thereon and restore such Public ROW and other affected property in accordance with Section 2.9 hereof within the Public ROW. Alternatively, if mutually agreed by Grantee and Town, such Network Facilities may be abandoned in place or transferred to Town. This Section 2.12 shall not apply to facilities constructed and owned by the Grantee or an Affiliate of Grantee where such facilities are used by Grantee or such Affiliate to lawfully

provide other services. No surety on any right-of-way bond ("**ROW Bond**") nor any letter of credit (if any) provided by Grantee shall be discharged until Town has certified to Grantee in writing that the Network Facilities has been dismantled, removed, and all other property restored as required by Section 2.9.

2.13 Tree Trimming. Grantee may trim trees upon and overhanging the Public ROW so as to prevent the branches of such trees from coming into contact with the Network Facilities. Grantee shall minimize the trimming of trees to trimming only those trees that are essential to maintain the integrity of the Network Facilities. Except in emergencies, (i) all trimming of trees in the Public ROW or on Municipal property shall have the prior approval of Town and shall be done under the direction of the Town's horticulturist, or in the event that office is vacant, the Town's Public Works director, and (ii) all trimming of trees on private property shall require the consent of the applicable property owner. All trimming conducted by Grantee shall be done at the expense of Grantee.

2.14 Location of Facilities. Grantee shall keep accurate, complete, and current maps and records of the Network Facilities and all Grantee facilities located within Public ROW and, subject to applicable confidentiality provisions, shall make available electronic copies of such maps and records to Town, as set forth below.

2.14.1 Grantee shall furnish "as-built" maps and records of such Network Facilities to Town in electronic, ESRI-compatible format (or in another mapping format mutually agreed to by the parties). Grantee shall provide Town copies of any new or revised "as-built" or comparable drawings as and if they are generated for portions of the Network Facilities located within Town and will provide them to Town upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections. Upon request by Town in an emergency, Grantee, as soon as reasonably practicable, shall inform Town of any changes from such maps and records previously supplied and shall mark up any maps provided by Town so as to show the location of the Network Facilities.

2.14.2 The "as built" maps shall include at a minimum all Network Facilities located in a given segment, and shall be drawn to scale.

2.14.3 Town agrees that Grantee may provide route maps rather than the as-built maps specified above. "Route maps" means "as-built" maps with only the following information removed: information on the number of lines, whether the lines are copper or fiber and the nature of any electronics. Concrete pads for pedestals and enclosures for equipment or pedestals shall be shown on Route maps.

2.15 Utility Notification Program. Grantee shall comply with applicable state and local utility location and notification laws.

2.16 Inspection by Town. Network Facilities located within the Public ROW shall be subject to inspection by Town to the extent reasonably requested by Town and reasonably necessary to assure compliance by Grantee with the terms of this Agreement. Town shall

inspect Network Facilities at reasonable, mutually agreed upon times and upon reasonable notice to Grantee; provided, however, the inspection shall not interrupt or interfere with any services provided by Grantee.

2.17 Franchise Fee. As consideration for the use of the Town's Public ROW as set forth in this Agreement, for those Services provided through CAEC-owned facilities Central Access shall pay the Town a Use Fee of five percent (5%) of its Gross Revenues collected by Central Access on those accounts served from facilities located within the corporate limits of the Town during each calendar quarter of operation under this Agreement based on its unaudited financials for that calendar quarter. Such payments shall be made quarterly during each calendar year, within forty-five (45) days of the close of each quarter, and transmitted by check or electronic funds transfer to a bank account designated by the Town. Each Use Fee payment shall be accompanied by a certified report from a representative of Central Access, which shows the basis for the computation of all recurring monthly Service charges from the provision by Central Access of Services to Persons located within the Town limits during Central Access's fiscal year for which such payment is made. In the event that the Use Fee payment is not actually received by the Town on or before the applicable due date set forth in this section or is underpaid, Grantee shall pay in addition to the Use Fee payment interest from the due date at the state legal interest rate of 8% annually (Alabama Code § 8-8-1). All amounts paid shall be subject to audit by Town and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the Town should conduct a review of Central Access's books and records and such review indicates a Use Fee underpayment of five percent (5%) or more during the entire period reviewed, the Grantee shall assume all reasonable documented costs of such audit, and pay same within thirty (30) days following demand by the Town. All documents pertaining to financial matters, which may be the subject of an audit by the Town, shall be retained by the Grantee for a period of three (3) years. Any such audit shall be conducted in the same manner and same time periods as applicable to a municipal business license tax audit under the rules as applied to the Town.

3. Town's Obligations.

3.1 Emergency Removal or Relocation by Town. In the event of a public emergency that creates an imminent threat to the health, safety, or property of Town or its residents, Town may remove or relocate the applicable portions of the Network Facilities without prior notice to Grantee. No charge shall be made by Grantee against Town for restoration, repair or damages associated with emergency removal of Network Facilities. Town will, however, make best efforts to provide prior notice to Grantee before making an emergency removal or relocation to permit Grantee to make the relocation. In any event, Town will promptly provide to Grantee a written description of any emergency removals or relocations of Grantee's Network Facilities.

3.2 Relocation to Accommodate Governmental Purposes. If Grantee's then existing Network Facilities would interfere with Town's planned use of the Public ROW or other Town property for a legitimate noncommercial governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, or in the

event the affected Public ROW is lawfully vacated, eliminated, discontinued, or closed by the Town, Grantee will, within the time period note below, following written notice from Town, relocate its Network Facilities at Grantee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the Town's governmental purpose and Grantee's interest in maintaining the integrity and stability of its Network. Grantee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that Town may not require Grantee to relocate or remove its Network Facilities with less than one hundred eighty (180) days' notice. Upon the failure of Grantee to relocate any Network Facilities within a reasonable period of time in accordance with this subsection, Town may effect such relocation, and Grantee shall promptly reimburse Town for all actual, reasonable, and documented costs and expenses incurred by Town in connection with such relocation.

3.3 Relocation to Accommodate Non-Governmental Purposes. If Grantee's then-existing Network Facilities would interfere with (a) Town's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Grantee will not be required to relocate its Network Facilities without Grantee's approval.

3.4 Non-Discrimination. Any agreements between Town and Grantee that provide Grantee access to public infrastructure, poles, conduits, assets, and Public ROW will be available to other network operators that offer Broadband Internet Services, on rates, terms, and conditions that are as favorable as those Town provides Grantee for the same access. Similarly, Town shall provide the Grantee access to public infrastructure, poles, conduits, assets, and Public ROW, on rates, terms and conditions that are as favorable as those the Town provides other network operators that offer Services for the same access.

4. Contractors and Subcontractors.

4.1 Use of Contractors and Subcontractors. Grantee may retain contractors and subcontractors to perform the Work on Grantee's behalf.

4.2 Contractors to be Licensed. Grantee's contractors and subcontractors used for the Work will be properly licensed under applicable law, regulations and ordinances.

4.3 Authorized Individuals. Grantee's contractors and subcontractors may submit individual permit applications to Town on Grantee's behalf, so long as the permit applications are signed by individuals that Grantee has authorized to act on its behalf via a letter of authorization provided to Town in the form attached as **Exhibit A ("Authorized Individuals")**. Town will accept for review permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Grantee under this Agreement.

5. Defense and Indemnity.

5.1 Indemnification. To the extent permitted by applicable law, Grantee shall indemnify, defend, and hold harmless Town, and its respective council members, officers, agents, and employees (hereinafter referred to as "**Indemnitees**"), from and against any and all liability, obligation, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys) arising from any third-party claim for personal injury or property damage that may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any negligent act of Grantee, its personnel, employees, agents, contractors, subcontractors or affiliates, which may arise out of (i) the construction, installation, operation, maintenance or condition of the Network Facilities, or (ii) the Grantee's failure to comply with any applicable Federal, State or local statute, ordinance or regulation ("**Third Party Legal Proceeding**"). Grantee's indemnification and defense obligations shall not extend to liability to the extent caused by the negligence or willful misconduct by any Indemnitee or any other third party (to the extent such third parties are not Grantee personnel, employees, agents, contractors, subcontractors or affiliates as described above in this Section 5.1).

5.2 Assumption of Risk. Grantee undertakes and assumes for its officers, agents, contractors and subcontractors and employees, all risk of dangerous conditions, if any, on or about any Town-owned or controlled property, including Public ROWs.

5.3 Defense of Indemnitees. In the event any Third Party Legal Proceeding shall be brought against the Indemnitees then, upon written notice from Town in accordance with Section 5.4 hereof, Grantee shall, at Grantee's sole cost and expense, assume sole control of the indemnified portion of the Third Party Legal Proceeding, subject to the following: (i) Town may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring Town to admit liability, pay money, or take (or refrain from taking) any action, will require Town's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

5.4 Notice, Cooperation and Expenses. Town must give Grantee written notice of any Third-Party Legal Proceeding not later than twenty (20) days after Town becomes aware of the Third-Party Legal Proceeding. Town shall reasonably cooperate with Grantee in the defense of the Third-Party Legal Proceeding and nothing herein shall be construed to prevent Town from appointing its own non-controlling counsel at Town's sole cost and expense. Grantee shall not be required to indemnify any Indemnitee to the extent that the notice is provided after the twenty (20) day period if such late notice materially prejudices Grantee's ability to defend or indemnify any Indemnitee hereunder.

6. **ROW Bond.** Subject to Section 3.4, within thirty (30) days of the Effective Date, Grantee shall provide Town with, and shall maintain, a ROW Bond from a surety company in the amount of Fifty Thousand Dollars (\$50,000) and in a form reasonably acceptable to Town, as security for the faithful performance by Grantee of the provisions of this Agreement.

The rights provided Town by this Section and its bond are in addition to all other rights of Town whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such bond or guarantee shall affect any other rights

Town may have, except that Town shall not be entitled to multiple remedies for the same violation or duplicative recoveries.

7. **Insurance.**

7.1 Grantee will carry and maintain:

7.1.1 Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$1,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement (which may be by blanket endorsement) that names Town, its employees, and officers as additional insureds.

7.1.2 Workers' Compensation insurance with policy limits not less than the State's requirements.

7.2 All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to Town's insurance compliance representative upon Town's written request specifying the name and address of the Town's insurance compliance representative. Grantee shall provide Town with certificates of insurance evidencing such coverage prior to applying for its first permit. Grantee shall annually provide Town with a certificate of insurance evidencing such coverage during the Term. Failure to obtain and maintain any insurance policy required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement and the Franchise.

7.3 **Contractors.** Grantee's contractors and subcontractors working in the Public ROW shall carry in full force and effect commercial general liability, automobile liability and workers' compensation and employer's liability insurance commensurate with the scope of their work. In the alternative, Grantee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Grantee policies).

7.4 **Insurance Primary.** Grantee's insurance coverage shall be primary insurance with respect to Town, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"), but only for actions of Grantee and for whom Grantee is legally responsible. Any insurance or self-insurance maintained by any of them shall be in excess of Grantee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

8. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and State law ("**Effective Date**"). This Agreement will expire automatically on the tenth (10th) anniversary of the Effective Date unless renewed or earlier terminated in accordance with the provisions herein ("**Term**"). Upon the expiration of the initial Term, the Grantee or the Town shall have the option to renew this Agreement by giving written notice, sixty (60) days before the expiration of the Initial Term, to the other party of that party's intent to renew this Agreement.

9. **Termination.**

9.1 **Termination by Town.** Town may terminate this Agreement if Grantee is in material breach of the Agreement, provided that Town must first provide Grantee written notice of the breach and not less than one hundred eighty (180) days to cure, unless the cure cannot be reasonably accomplished in that time period, in which case the Town may in its discretion grant Grantee additional time upon the request of Grantee, provided that Grantee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue, provided further if such period is anticipated to, or does, extend more than one hundred eighty (180) days, it shall be in the sole discretion of the Town whether to grant such cure extension beyond one hundred eighty (180) days. No termination under this subsection will be effective until the relevant cure period has expired.

9.2 **Termination by Grantee.** Grantee may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to Town.

10. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

10.1 Grantee may assign its rights to any Affiliate of Grantee. Following any assignment of this Agreement to an Affiliate, Grantee will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this Section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Grantee; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

11. **Notice.** Every notice or response required by this Agreement to be served upon the Town or the Grantee shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the Town shall be addressed as follows:

Town of Coosada
Attn: Mayor
5800 Coosada Road
Coosada, Alabama 36020

The notices or responses to the Grantee shall be addressed as follows:

Central Alabama Electric Cooperative
ATTENTION: Tom Stackhouse
103 Jesse Samuel Hunt Blvd.
Prattville, AL 36066

The Town and the Grantee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

12. General Provisions.

12.1 Franchise Records. Grantee shall prepare and maintain any records or reports that are required of it by federal, State, or local law. Town shall have the right to obtain, in the format kept by Grantee in the ordinary course of business, copies of such records and reports as appropriate and reasonably necessary to determine whether Grantee is in compliance with this Agreement. Town acknowledges that some of the records which may be provided by Grantee are or may be classified as confidential (such as financial, contractual, system or technical information) and therefore may subject Grantee to competitive disadvantage if made public. Town shall therefore maintain the confidentiality of any and all records provided to it by Grantee which are not required to be made public pursuant to Applicable Laws and shall provide notice to Grantee prior to the disclosure thereof in order to permit Grantee to comment upon and, if necessary, seek a protective order relating to such information proposed to be provided by Town. Grantee reserves the right to object to any request made under this Section as unnecessary, unreasonable, or inappropriate under the circumstances and to seek appropriate confidentiality protections for any information to be produced to Town.

12.2 Entire Franchise. This Ordinance and Agreement, including the Exhibits attached hereto, contains the entire agreement between the parties and all prior franchises, negotiations and agreements relating to the Network Facilities or provision of Services are merged herein and hereby superseded.

12.3 Conferences. As may be mutually agreed upon between the parties from time to time, the parties hereby agree to meet at reasonable times on reasonable notice to discuss any aspect of this Agreement, the provision of Services or the Network Facilities during the Term hereof.

12.4 Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the law of the State of Alabama. Each party

to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or related to this Agreement or any of the agreements or transactions contemplated hereby shall be brought in the Circuit Court of Elmore County, Alabama and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

12.5 Waiver of Compliance. No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right, term or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term, or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Either party may waive any obligation of the other party under this Agreement, in whole or in part, at any time, but such waiver must be in writing and signed by the Mayor or his or her designee in the case of the Town and the President of the Grantee.

12.6 Independent Contractor Relationship. The relationship of Grantee and Town is and shall continue to be an independent contractual relationship, and no liability or benefits, such as worker's compensation, pension rights or liabilities, insurance rights or liabilities or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agents or employees as a result of the performance of this Agreement, unless expressly stated in this Agreement.

12.7 Severability. If any section, paragraph, or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Agreement.

12.8 Captions. All captions are for convenience of use and have no substantive effect.

12.9 Franchise Accepted. Grantee further acknowledges by execution and delivery of this Agreement that it has carefully read the terms and conditions of this Agreement and the Ordinance and accepts the obligations imposed hereby and thereby regardless of whether such obligations are contained in both this Agreement and or the Ordinance.

12.10 Binding Agreement; Change in Law. The parties agree to be bound by the provisions hereof during the full term hereof, except that the parties also agree to recognize and be bound by any change in any State or Federal law, even if such law materially affects the terms of this Agreement. In the event that any effective legislative, regulatory, judicial or other legal action is applicable hereto and materially affects any material terms of this Agreement, or the ability to the Town or Grantee to perform any material terms of this Agreement, the parties agree to amend this Agreement as necessary to comply with the changes in law within thirty (30) days receipt of written notice of any such change of law.

12.11 Amendments to Town Code. In the event the municipal code or other applicable local law is amended in a manner that would materially alter Grantee's rights and obligations under this Agreement, the Town will provide Grantee with reasonable advance notice of such pending amendment and, upon written request of Grantee, negotiate in good faith to modify this Agreement to ameliorate any adverse effects such amended municipal code provisions would have on Grantee's performance under this Agreement. Town agrees that by accepting this Agreement, Grantee has not waived its right to object to the application to it of actions by Town pursuant to its reserved rights or police powers.

12.12 Town Representative. The Mayor, or his or her designee as provided in writing by the Mayor to the Grantee (the "Town Representative"), shall be Town's representative for all purposes of this Agreement. Except where Town Council action is required by this Agreement or by law, all decisions, judgments, approvals, requests, notices or other actions of Town required or permitted under this Agreement shall be made, obtained, issued or delivered or otherwise effected on behalf of Town by the Town Representative, or his or her designee.

12.13 Authority. Grantee represents, covenants and warrants to Town as of the Effective Date that: (a) each Grantee is duly incorporated under, validly existing and in good standing under the laws of the State of Alabama, and (b) the signatories signing on behalf of each Grantee have the requisite authority to bind Grantee pursuant to Grantee's organizational documents.

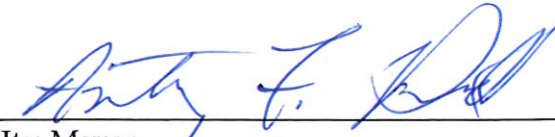
12.14 Publication. This Franchise shall be published in accordance with applicable local and state law, and the Grantee shall pay the reasonable cost of any required publication of this Franchise.

[Execution Follows on Next Following Page]

ADOPTED AND APPROVED this 25 day of NOVEMBER, 2025.

TOWN OF COOSADA, ALABAMA

(SEAL)

BY: 

Its: Mayor

ATTEST:


TOWN CLERK

**APPROVED AND ACCEPTED:
"GRANTEE" (collectively):**

Central Alabama Electric Cooperative ("CAEC")

BY: _____
As Its President and CEO

Central Access, Inc. ("Central Access")

BY: _____
As Its President

Date: _____

EXECUTIVE SUMMARY

PROPOSED **BROADBAND SERVICES AGREEMENT** **BETWEEN TOWN OF COOSADA, ALABAMA** **AND CENTRAL ALABAMA ELECTRIC COOPERATIVE AND IT'S WHOLLY** **OWNED SUBSIDIARY CENTRAL ACCESS, INC.**

The purpose of this summary is to highlight some of the key provisions that were negotiated on behalf of the Town with Central Access, Inc. to be included in a new Broadband Services Agreement. The following provisions are proposed for the Town's new Agreement:

- Central Access, Inc. will provide broadband services to residential, commercial and industrial customers in the Town.
- The proposed Agreement addresses insurance and indemnification requirements and includes extensive construction and right of way standards.
- The proposed Agreement provides for a definition of "Gross Revenues" and the requirement for Central Access to pay the Town 5% of Gross Revenues within forty-five (45) days of the end of each quarter. Any franchise fee payment not received by the date due will result in interest being assessed at the rate of 8% from the date due.
- Central Access shall provide the Town with, and shall maintain, a ROW Bond from a surety company in the amount of Fifty Thousand Dollars (\$50,000) and in a form reasonably acceptable to Town, as security for the faithful performance by Franchisee of the provisions of the Agreement.
- The Agreement provides the Town the right to audit Central Access for a period of 3 years and Central Access shall be required to pay for all reasonable documented costs of such audit, if the audit indicates a Franchise Fee underpayment of five percent (5%) or more during the period reviewed.
- The proposed Franchise calls for a term of Ten (10) years.