

**Action Requested/Required:**

- ☐ Vote/Action Requested
☒ Discussion or Presentation Only
☐ Public Hearing
Report Date: _____
Hearing Date: _____
Voting Date: _____

Department: City Management **Presenter(s) & Title:** Nathan Ingram, Assistant City Manager

Agenda Item Title:

Review of Proposed Right of Entry Agreement with Georgia Power

Summary:

Georgia Power has requested that the City of Canton execute a temporary Right of Entry (ROE) agreement. This agreement will grant Georgia Power permission to utilize two designated local parks as emergency staging and equipment storage yards solely during natural or man-made disasters. This partnership is designed to dramatically accelerate power restoration times for Canton residents and businesses following catastrophic events.

During major crises (such as severe ice storms, tornadoes, or extended grid failures), utility restoration may require extensive use of out-of-area mutual aid vehicles and technicians. Georgia Power requires large, strategically located open spaces to organize these crews. Proximity: Utilizing local parks ensures utility crews are stationed directly within the community, cutting down transit times and clearing blocked roads faster.

Budget Implications:

Budgeted? ☐ Yes ☐ No ☒ N/A

Total Cost of Project: _____ Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: _____

Staff Recommendations:

Staff Recommends Council consider a: Motion to approve a Right of Entry Agreement with Georgia Power to assist power recovery efforts to the community after a disaster event, and approve for the Mayor to sign the agreement.

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☒ Yes ☐ No

Attachments:

Right of Entry Agreement between the City and Georgia Power

STATE OF GEORGIA
COUNTY OF CHEROKEE

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2026 (the "Effective Date"), by and between CITY OF CANTON ("Grantor"), and GEORGIA POWER COMPANY ("GPC").

WHEREAS, Grantor is aware that, in the event of a hurricane, tornado, ice storm, or other natural or man-made disaster (collectively or individually referred to as "Disaster"), restoration of electric power is extraordinarily important for community recovery efforts.

WHEREAS, Grantor desires to assist community recovery in the event of a Disaster by providing a staging area for electric power restoration efforts.

NOW, THEREFORE, for and in consideration of the sum of Ten & NO/100 DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to GPC the right to enter upon certain lands of Grantor situated at various locations, City of Canton, Georgia, being more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Premises"), for the purpose of using the Premises as a staging area for electric power restoration efforts.

This grant of right of entry is made expressly subject to the following terms and conditions:

1. The right of entry is granted for the sole purpose of permitting GPC to use the Premises, in the event of a Disaster, as a staging area for electric power restoration efforts.
2. Once staging activities have commenced on the Premises, the right of entry granted herein shall continue around the clock to provide a logistical staging area accommodating emergency workers, their bivouac, and accompanying vehicles and equipment, until such time as power is completely restored in the area. The determination as to when power has been completely restored in the area shall be made by GPC.
3. If the nature of the Disaster allows for advance notification, GPC shall give such notification to Grantor, provided that in any event, upon commencement of staging on the Premises, GPC will promptly provide Grantor with contact information for GPC's designated Staging Area Site Manager, who will be on site as a public interface during restoration efforts.
4. The following points of contact will be used by the Parties to communicate during the implementation of this Agreement. Each Party may change its point of contact upon reasonable notice to the other Party.
 - a. For GPC: Jeff Butterworth, Area Manager
 - b. For Grantor: _____

5. Grantor agrees that during the term of this right of entry, GPC will have exclusive use of that portion of the Premises being used for its staging area activities as well as reasonable ingress and egress over, across and through the remainder of Grantor's property to and from public roadways.
6. GPC shall undertake all activities contemplated in this Agreement in a manner so as not to damage or unreasonably interfere with the operation of Grantor's facilities on the remainder of Grantor's property.
7. GPC shall observe and obey and require its employees, invitees, customers, and contractors to observe and obey all reasonable rules and regulations Grantor provides to GPC, as the same relate to safety, security, and/or access to the Premises.
8. Promptly following the conclusion of GPC's staging area activities GPC will, at its sole expense, place the lands disturbed by such activities in a condition substantially the same as that which existed immediately prior to the commencement of such activities. In addition, Grantor may notify GPC either electronically or telephonically of the time when Grantor desires for normal business operations to resume on Grantor's property. Provided GPC determines that power has been completely restored in the area, within 48 hours after the time it receives such notice from Grantor GPC will commence equipment removal and restoration of the Premises. Notwithstanding anything to the contrary set forth herein, the GPC Staging Area Site Manager shall have the authority to negotiate a mutually agreed-upon time for Grantor to regain control of the Premises.
9. In the event that GPC shall default in the performance of any of the terms and conditions contained in this Agreement and such default shall continue for thirty (30) days after written notice thereof has been given by Grantor to GPC, then in such event Grantor shall have the option to revoke this Agreement by delivering written notice to GPC. Within thirty (30) days of receipt of such revocation, GPC shall make a good faith effort to remove its equipment and restore the Premises.
10. If due to unforeseen circumstances Grantor becomes no longer able to provide the Premises for GPC's use, Grantor may terminate this Agreement upon thirty (30) days' written notice to GPC.
11. This Agreement constitutes the full and complete agreement between the parties hereto with respect to all matters contained herein, and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this grant. Except as otherwise specifically contemplated herein, this Agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by the written consent of the parties hereto.
12. This Agreement shall be for a period of five (5) years from the Effective Date.

13. This Agreement is made and delivered in the State of Georgia, and the parties hereto expressly agree that this Agreement is to be performed in the State of Georgia and that this Agreement shall be construed and enforced according to the laws of the State of Georgia.
14. This Agreement was jointly authored, and both Parties contributed to the language and the content herein. Accordingly, each Party waives any presumptions which may arise as a result of any other party being the author of this Agreement.
15. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
16. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but together shall be one and the same agreement.

[remainder of page left blank; signatures appear on following page]

IN WITNESS WHEREOF, the parties have hereunto set their hands.

[Insert grantor name]

Signed, sealed and delivered
this the ____ day of _____,
20__ in the presence of:

By: _____
Name:
Title:

Notary Public

Signed, sealed and delivered
this the ____ day of _____,
20__ in the presence of:

GEORGIA POWER COMPANY

By: _____
Name: Jeff Butterworth
Title: Area Manager

Notary Public



EXHIBIT A

- Boling Park
- Etowah River Park