

**RESOLUTION**

To Authorize the Mayor to Enter into an Agreement with Alabama Power to Install Street Lights in Phase II of Miner’s Cove Subdivision

**WHEREAS**, the City of Alexander City Subdivision Regulations require street lights in all subdivisions; and


**WHEREAS**, Phase II of Miner’s Cove Subdivision is in Alabama Power Territory.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Alexander City that the following street lights are hereby authorized at the following location:


Five (5) LED colonials on 20’ aluminum poles to be placed in Phase II of Miner’s Cove Subdivision

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to enter into a Lighting Services Lease Agreement with Alabama Power for the monthly charge for said street lights; and the developer shall be solely responsible for the installation cost of said street lights.

**ADOPTED THIS 3<sup>RD</sup> DAY OF APRIL, 2023.**

  
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**By:** Audrey “Buffy” Colvin, President  
Alexander City Council

**AUTHENTICATED THIS 3<sup>RD</sup> DAY OF APRIL, 2023.**

  
\_\_\_\_\_  
**By:** Stephanie J. Southerland  
City Clerk

**APPROVED:**



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**By:** Curtis "Woody" Baird  
Mayor

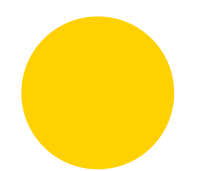
Yeas: Tapley, Hardy, E. Brown, A. Colvin, C. Brown, Keel

Nays: None



<b>SKETCH OF PROPOSED WORK</b>		Map Center UTM 1990294 11947504		Map Center Lat/Lon 32.907477 -85.859629	
<b>SIMPLIFIED W.E.</b>		Customer MINERS COVE PH. III		Location STURDIVANT RD	
Region SOUTHERN - PD MGM		Oper. Cntr. LAKE MARTIN		Town/City ALEX CITY	
County Tallapoosa		Section 9		Range 22E	
Acquisition Agent CHARLIE RANKIN		Date R/W Assigned N/A		Date R/W Cleared N/A	
Voltage 7.2KV		Phone Co N		CATV Co N	
Accessible Y		Tree Crew N		Rock Hole N	
Permits Y		City N		County N	
State N		Miss All Y		Other N	

-All Primary Cable to be #1/0 AXNJ 15 kV installed in 3" conduit buried in 42" trench  
 -All transformers to be installed on small fiberglass box pad  
 -Install #2 Stranded Copper as the ring bus in the transformers and install in the ditch with the primary cable preferably 50ft on each side of the transformer  
 -Install 1-8ft ground rod per transformer  
 -Road crossings were purchased and installed by developer  
 -Mark all Primary Cable per Diagram

 - (5) - 78w LED Colonials (1320841) & 5 - 20' Black alum poles (1268116)

**FAULT CURRENT**

**XFRM LOADING**  
 25kVA XFRM @ 20.2kVA or 80.8%

**FIBER PREP**  
 I: 3,100' 2" CONDUIT  
 -BURIED AT DEPTH 2FT ABOVE PRIMARY  
 SAME TRENCH

**EXISTING LOADING**

70ft #4/0 UTA SERVICES  
 200A MAIN 4TON UNITS  
 VD: 1.87% FL: 3.44%

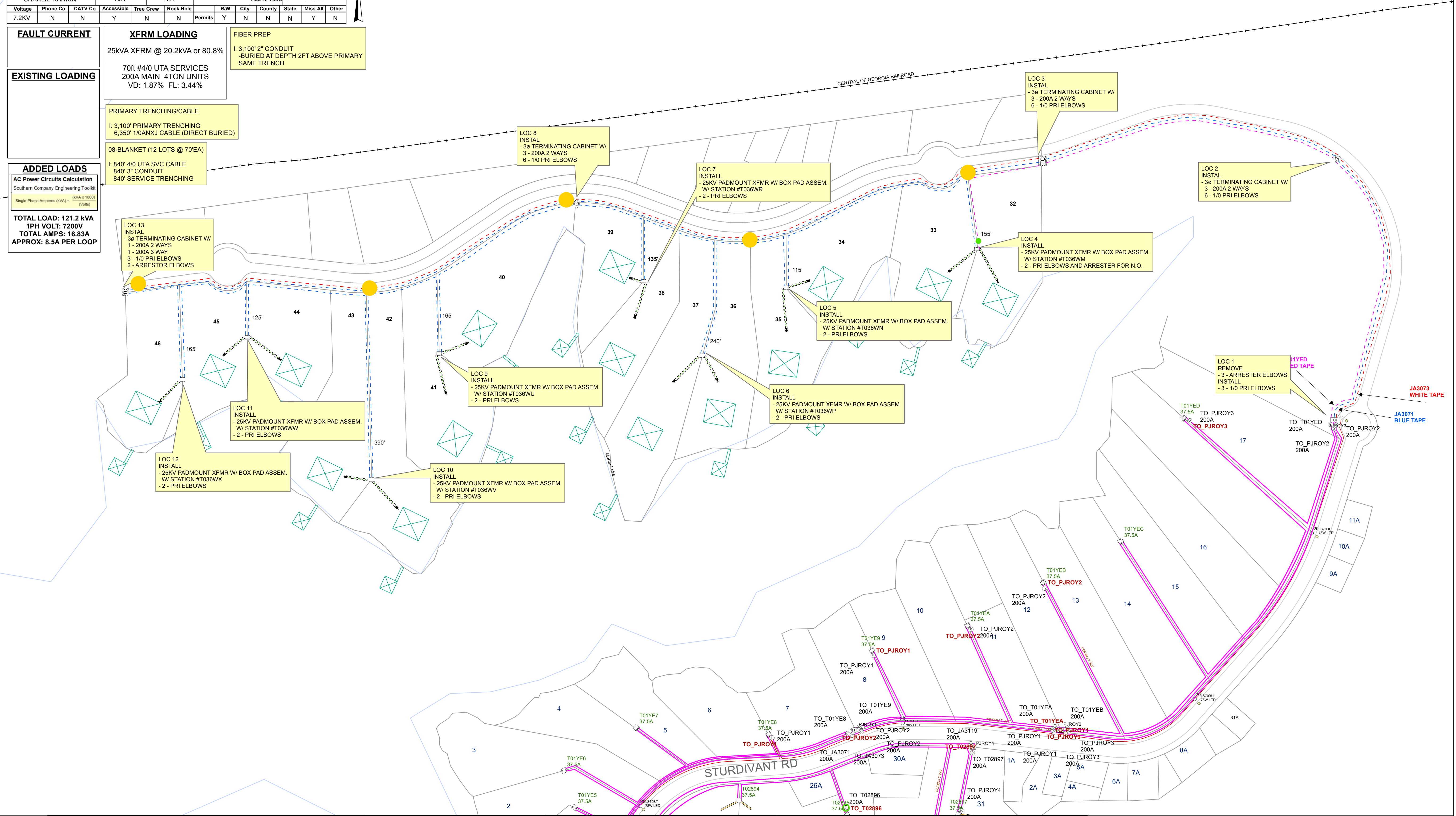
**PRIMARY TRENCHING/CABLE**  
 I: 3,100' PRIMARY TRENCHING  
 6,350' 1/0ANXJ CABLE (DIRECT BURIED)

**ADDED LOADS**

AC Power Circuits Calculation  
 Southern Company Engineering Toolkit  
 Single-Phase Amperes (kVA) = (kVA x 1000) / (Volts)

**TOTAL LOAD: 121.2 kVA**  
**1PH VOLT: 7200V**  
**TOTAL AMPS: 16.83A**  
**APPROX: 8.5A PER LOOP**

**08-BLANKET (12 LOTS @ 70'EA)**  
 I: 840' 4/0 UTA SVC CABLE  
 840' 3" CONDUIT  
 840' SERVICE TRENCHING



<b>UserID</b> jasdavis	<b>Created</b> 2/22/2023	<b>1 inch = 109 feet</b>	<b>Distribution System</b>	<b>Map Center</b> 1990294 - 11947504
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Lighting Services  
 700 18th Street No.  
 Birmingham, AL 35283

# INVOICE

3/17/2023

*Due Upon Receipt*

**BILL TO**

Miner's Cove  
 c/o Chris Newell

**REMIT TO**

Alabama Power  
 ATTN: Robert Richardson  
 700 18th St N - 2nd Floor  
 Birmingham, AL 35203

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Buydown of 5 poles, wire and UG work for Miner's Cove lights	1		29288.77
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

Remarks / Payment Instructions:

Miner's Cove phase 2

<b>SUBTOTAL</b>	29288.77
<b>DISCOUNT</b>	0.00
<b>SUBTOTAL LESS DISCOUNT</b>	29288.77
<b>TAX RATE</b>	0.00%
<b>TOTAL TAX</b>	0.00
<b>SHIPPING/HANDLING</b>	0.00
<b>Balance Due \$</b>	<b>29,288.77</b>



**Lighting Services NESCR® Lease Agreement (Governmental - S)**



Customer Legal Name CITY OF ALEXANDER CITY DBA Miner's Cove Subdivision phase 2  
 Service Address 0 STREET LIGHTS ALEXANDER CITY AL 35010 County \_\_\_\_\_  
 Mailing Address P O BOX 552, ALEXANDER CITY AL 35011  
 Email \_\_\_\_\_ Tel # (256) 329-3506 Alt Tel \_\_\_\_\_  
 Tax ID \_\_\_\_\_ Business Description MUNICIPAL

Existing Customer? Yes  No  If Yes (and if possible), does Customer want Equipment added to an existing account? Yes  No  Existing Account 23333-43009  
*For informational purposes only*

Equipment											
	Qty	Watts	Type	Description			OH/UG	M/UM	Equipment Amount (\$)	Estimated Regulated Charge (\$)*	Estimated Monthly Charge (\$)*
(1)	5	74	Deco	Black LED	5501-7500 Lumens	4000K	UG	UM	\$12.93	\$1.74	\$14.67
(2)											
(3)											
(4)											
(5)											
(6)											
(7)											
(8)											
(9)											
(10)											
Monthly Total *											\$73.35

**Project Notes:** To install 5 - LED colonials on 20' alum poles

**Initial Term** 36 months **Prepaid Amount** \$ 29,288.77

\* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the Unmetered Outdoor Lighting (ODL) rate in effect at time of Agreement proposal; actual charges may vary.

Customer agrees to lease the Equipment referenced above from Alabama Power Company on the attached terms and conditions and authorizes all actions noted above.

<b>Customer Authorized Signature</b>		<b>Alabama Power Company</b>	
Sign Here <u>[Signature]</u>	Date <u>04/12/23</u>	Sign Here <u>[Signature]</u>	Date <u>4/13/23</u>
Print Name <u>Curtis Baird</u>		Print Name <u>Robert Richardson</u>	
Print Title <u>Mayor</u>		Print Title <u>Account Manager</u>	

APC Internal Use Only - APC Reference Number (if applicable): \_\_\_\_\_

## TERMS and CONDITIONS

1. **Lighting Equipment Lease.** This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will: (i) lease to "Customer" (identified on Page 1) the "Equipment" referenced on Page 1 for use at the stated "Service Address" (the "Premises"); and (ii) provide electric service to operate the Equipment. The "Equipment" includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless expressly noted otherwise in "Project Notes." Customer acknowledges that regulatory change during the Agreement term may require APC to modify or replace some Equipment.
2. **Intent and Title.** This Agreement is not a sale of the Equipment to Customer. Customer expressly acknowledges that APC retains title to the Equipment and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement term, so long as Customer complies with all terms and conditions. Customer acknowledges that the Equipment, although attached to real property, always will remain the exclusive personal property of APC and that APC may remove the Equipment when this Agreement ends. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that APC may record those documents. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). Applicable taxes included in the Equipment price are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Premises Activity.** Customer grants a license and right of access to APC, and its contractors and representatives, to enter the Premises with vehicles and equipment to: (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the "Installation"); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment; or (iv) conduct any other Agreement-related activity (items- (iv) collectively, the "APC Activity"). Customer will not cause or permit any obstruction that may interfere with APC's access to the Equipment. Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto Customer's Premises.
6. **Installation.** Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
  - A. **Customer Work.** If APC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days) notice to APC that APC's Installation activity can commence.
  - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences Installation, Customer is responsible for all damages and any resulting delay.
  - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
7. **Equipment Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for Equipment damage caused by anyone other than APC (or an APC contractor or representative).
8. **Maintenance.** During this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify APC of any need for Equipment repair by calling the Business Service Center at 1-888-430-5787.
9. **Disclaimer: Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.
10. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
11. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, remove the Equipment from the Premises, and seek any other available remedy.
12. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without APC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.