

## **RESOLUTION**

**To Authorize the Mayor to Sign a Non-Residential Lakeshore Permit Agreement with  
Alabama Power Company**

**WHEREAS**, the Company is the owner of property rights in lands in, on, and adjacent to the Tallapoosa River in the counties of Coosa, Elmore, and Tallapoosa, Alabama and has constructed and is maintaining and operating a dam known as Martin Dam, under license issued December 17, 2015 (as amended), by the Federal Energy Regulatory Commission (the “Commission”) as Project No. 349 (the “Project”), thereby creating Lake Martin, the waters of which are used or intended to be used by the Company in its business of generating electrical energy; and

**WHEREAS**, said license for the Martin Dam development prohibits the Company from granting permission for certain uses of and activities on Project lands and waters without first notifying and obtaining approval, or waiver of approval, from the Commission for such uses and activities; and

**WHEREAS**, the Permittee, a municipal corporation, requested permission to make certain uses of and engage in certain activities on Project lands and waters that require Commission approval; and

**WHEREAS**, the Company made application to the Commission on or about September 12, 2022 for the necessary Commission authorization (the “2022 Application”); and

**WHEREAS**, on December 12, 2022, the Commission issued an order approving the Company’s 2022 Application (the “2022 Order”); and

**WHEREAS**, the Company and the Permittee each desires to agree to and enter into this Non-Residential Lakeshore Permit No. 40-4380 (this “Permit”).

**NOW, THEREFORE, BE IT RESOLVED** in consideration of the mutual benefits to be achieved by the Parties hereto and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Parties, the Company hereby grants this Permit to the Permittee upon the following terms and conditions, as well as those terms and conditions set forth in Appendix A attached hereto (which is incorporated herein and made a part hereof):

1. The term of this Permit shall begin on the Effective Date and end on the termination or vacation of the existing or any subsequent Project license to operate the Martin Dam development, unless this Permit is earlier cancelled, terminated, repealed, vacated, or revoked as set forth herein (including but not limited to as set forth in Appendix A hereto).
2. This Permit allows the Permittee, in accordance with the terms and conditions herein (including but not limited to those contained in Appendix A hereto), to continue the operation, use, and maintenance of the following structures and/or facilities situated within the Project boundary (*i.e.*, within the 491' mean sea level contour):
  - (A) The existing fishing pier measuring approximately 475 square feet, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto (which is incorporated herein and made a part hereof) and as depicted in "Figure 1", "Figure 2", "Figure 6", and "Figure 7" of Appendix C hereto (which is incorporated herein and made a part hereof);
  - (B) The existing boardwalk measuring approximately 1,650 square feet, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto and as depicted in "Figure 1", "Figure 2", "Figure 4", and "Figure 6" of Appendix C hereto;
  - (C) The existing boat ramp measuring approximately 2,935 square feet, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto and as depicted in "Figure 1", "Figure 3", and "Figure 4" of Appendix C hereto;
  - (D) The existing pier measuring approximately 880 square feet (as well as the existing appurtenant float measuring approximately 450 square feet) and accommodating up to seven boats, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto and as depicted in "Figure 1", "Figure 3", "Figure 4", and "Figure 5" of Appendix C hereto;

- (E) The existing pier measuring approximately 1,035 square feet and accommodating up to two boats, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto and as depicted in “Figure 1”, “Figure 3”, and “Figure 4” of Appendix C hereto; and
- (F) The existing sections of rip-rap, as-is and per the relevant and applicable locations and approximate dimensions reflected in Appendix B hereto and as depicted in “Figure 1,” “Figure 3,” “Figure 4,” “Figure 5”, and “Figure 7” of Appendix C hereto.

The above-described structures and/or facilities (*i.e.*, the structures and/or facilities referenced in Subparagraphs (A) through (F) of this Paragraph 2) are collectively referred to as the “Permitted Facilities.”

3. The Permitted Facilities shall be operated, used, and/or maintained in accordance with the relevant specifications, dimensions, and descriptions, and at the relevant locations, described or otherwise depicted in this Permit (including but not limited to in Appendix B hereto), and as acknowledged in the Commission’s 2022 Order attached hereto as Appendix D (which is incorporated herein and made a part hereof). Notwithstanding any other term or condition set forth herein (including but not limited to those terms and conditions set forth in Appendix A hereto), no additional structure and/or facility (*i.e.*, no structure and/or facility other than those specific structures and/or facilities referenced above in Subparagraphs (A) through (F) of Paragraph 2 and/or as referenced in Appendix B) may be constructed or otherwise installed within the Project boundary without the Company’s prior written approval.

4. The Permittee must comply with and adhere to any and all applicable requirements, mandates, directives, best management practices, instructions, recommendations, and/or terms and conditions of the United States Department of the Interior—Fish and Wildlife Service, the Alabama Department of Conservation and

Natural Resources—Wildlife and Freshwater Fisheries Division, the Alabama Law Enforcement Agency—Marine Patrol Division, the Alabama Department of Environmental Management, the Alabama Historical Commission, the United States Army Corps of Engineers, and the Tallapoosa County (Alabama) Health Department. The Permittee shall comply with and adhere to any and all such applicable requirements, mandates, directives, instructions, recommendations, best management practices, and/or terms and conditions so as, among other reasons, to ensure that the measures required or otherwise directed by said agencies to protect environmental and/or other resources are ultimately required of, and followed by, the Permittee. The Permittee is solely responsible for ensuring compliance with and adherence to any and all such applicable requirements, mandates, directives, instructions, recommendations, best management practices, and/or terms and conditions.

5. This Permit is subject to and conditioned upon the Permittee's full and timely payments to the Company of any and all applicable non-residential permit fees, as set forth in Appendix E attached hereto (which is incorporated herein and made a part hereof).

6. This Permit is subject to termination, cancellation, repeal, vacation, and/or revocation as provided herein and/or in Appendix A hereto; however, in the event the Permittee wishes to cancel or revoke the Permit, the Permittee shall first consult with the Company concerning any measures the Company deems appropriate to restore the Project lands and/or waters to the condition existing prior to the construction/installation of any of the Permitted Facilities. Cancellation or revocation of this Permit by the Permittee may not be effective until such restoration measures are completed to the satisfaction of the Company.

**ADOPTED THIS 20<sup>TH</sup> DAY OF JUNE, 2023.**

**FOR PUBLIC RELEASE**

**By:** Audrey "Buffy" Colvin, President  
Alexander City Council

**AUTHENTICATED THIS 20<sup>TH</sup> DAY OF JUNE, 2023.**

**FOR PUBLIC RELEASE**

**By:** Stephanie J. Southerland,  
City Clerk

**APPROVED:**

**FOR PUBLIC RELEASE**

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

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

**Nays:** None

ALABAMA POWER COMPANY  
Birmingham, Alabama

NON-RESIDENTIAL LAKESHORE PERMIT

**PERMITTEE: The City of Alexander City, Alabama**

**NAME OF FACILITY: Alex City Ramp**

**SITE LOCALE: Tallapoosa County, Alabama (approx. 32.91747, -85.88281)**

**PERMIT NO.: 40-4380**

**THIS AGREEMENT** is made and entered into this 31st day of May, 2023 (the “Effective Date”), by and between Alabama Power Company (the “Company”) and The City of Alexander City, Alabama (the “Permittee”) (collectively, the Company and the Permittee are referred to hereinafter as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Company is the owner of property rights in lands in, on, and adjacent to the Tallapoosa River in the counties of Coosa, Elmore, and Tallapoosa, Alabama and has constructed and is maintaining and operating a dam known as Martin Dam, under license issued December 17, 2015 (as amended), by the Federal Energy Regulatory Commission (the “Commission”) as Project No. 349 (the “Project”), thereby creating Lake Martin, the waters of which are used or intended to be used by the Company in its business of generating electrical energy; and

**WHEREAS**, said license for the Martin Dam development prohibits the Company from granting permission for certain uses of and activities on Project lands and waters without first notifying and obtaining approval, or waiver of approval, from the Commission for such uses and activities; and

**WHEREAS**, the Permittee, a municipal corporation, requested permission to make certain uses of and engage in certain activities on Project lands and waters that require Commission approval; and

**WHEREAS**, the Company made application to the Commission on or about September 12, 2022 for the necessary Commission authorization (the “2022 Application”); and

**WHEREAS**, on December 12, 2022, the Commission issued an order approving the Company’s 2022 Application (the “2022 Order”); and

**WHEREAS**, the Company and the Permittee each desires to agree to and enter into this Non-Residential Lakeshore Permit No. 40-4380 (this “Permit”); and

**NOW, THEREFORE**, in consideration of the mutual benefits to be achieved by the Parties hereto and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the Parties, the Company hereby grants this Permit to the Permittee upon the

following terms and conditions, as well as those terms and conditions set forth in Appendix A attached hereto (which is incorporated herein and made a part hereof):

1. The term of this Permit shall begin on the Effective Date and end on the termination or vacation of the existing or any subsequent Project license to operate the Martin Dam development, unless this Permit is earlier cancelled, terminated, repealed, vacated, or revoked as set forth herein (including but not limited to as set forth in Appendix A hereto).

2. This Permit allows the Permittee, in accordance with the terms and conditions herein (including but not limited to those contained in Appendix A hereto), to continue the operation, use, and maintenance of the following structures and/or facilities situated within the Project boundary (*i.e.*, within the 491' mean sea level contour):

- (A) The existing<sup>1</sup> fishing pier measuring approximately 475 square feet, as-is<sup>2</sup> and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto (which is incorporated herein and made a part hereof) and as depicted in "Figure 1", "Figure 2", "Figure 6", and "Figure 7" of Appendix C hereto (which is incorporated herein and made a part hereof);
- (B) The existing boardwalk measuring approximately 1,650 square feet, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto and as depicted in "Figure 1", "Figure 2", "Figure 4", and "Figure 6" of Appendix C hereto;
- (C) The existing boat ramp measuring approximately 2,935 square feet, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto and as depicted in "Figure 1", "Figure 3", and "Figure 4" of Appendix C hereto;
- (D) The existing pier measuring approximately 880 square feet (as well as the existing appurtenant float measuring approximately 450 square feet) and accommodating up to seven boats, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto and as depicted in "Figure 1", "Figure 3", "Figure 4", and "Figure 5" of Appendix C hereto;
- (E) The existing pier measuring approximately 1,035 square feet and accommodating up to two boats, as-is and per the relevant and applicable location and approximate dimensions reflected in Appendix B hereto and as depicted in "Figure 1", "Figure 3", and "Figure 4" of Appendix C hereto; and

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<sup>1</sup> As used herein, the term "existing" means existing as of the Effective Date.

<sup>2</sup> As used herein, the term "as-is" means in its existing configuration and at its existing location (but not necessarily in its current condition, as all structures and/or facilities permitted herein must comply with and adhere to, among other things, any and all applicable requirements, mandates, directives, instructions, and/or terms and conditions of the entities referenced in Paragraph 4 below).

- (F) The existing sections of rip-rap, as-is and per the relevant and applicable locations and approximate dimensions reflected in Appendix B hereto and as depicted in “Figure 1,” “Figure 3,” “Figure 4,” “Figure 5”, and “Figure 7” of Appendix C hereto.

The above-described structures and/or facilities (*i.e.*, the structures and/or facilities referenced in Subparagraphs (A) through (F) of this Paragraph 2) are collectively referred to as the “Permitted Facilities.”

3. The Permitted Facilities shall be operated, used, and/or maintained in accordance with the relevant specifications, dimensions, and descriptions, and at the relevant locations, described or otherwise depicted in this Permit (including but not limited to in Appendix B hereto), and as acknowledged in the Commission’s 2022 Order attached hereto as Appendix D (which is incorporated herein and made a part hereof). Notwithstanding any other term or condition set forth herein (including but not limited to those terms and conditions set forth in Appendix A hereto), no additional structure and/or facility (*i.e.*, no structure and/or facility other than those specific structures and/or facilities referenced above in Subparagraphs (A) through (F) of Paragraph 2 and/or as referenced in Appendix B) may be constructed or otherwise installed within the Project boundary without the Company’s prior written approval.

4. The Permittee must comply with and adhere to any and all applicable requirements, mandates, directives, best management practices, instructions, recommendations, and/or terms and conditions of the United States Department of the Interior—Fish and Wildlife Service, the Alabama Department of Conservation and Natural Resources—Wildlife and Freshwater Fisheries Division, the Alabama Law Enforcement Agency—Marine Patrol Division, the Alabama Department of Environmental Management, the Alabama Historical Commission, the United States Army Corps of Engineers, and the Tallapoosa County (Alabama) Health Department. The Permittee shall comply with and adhere to any and all such applicable requirements, mandates, directives, instructions, recommendations, best management practices, and/or terms and conditions so as, among other reasons, to ensure that the measures required or otherwise directed by said agencies to protect environmental and/or other resources are ultimately required of, and followed by, the Permittee. The Permittee is solely responsible for ensuring compliance with and adherence to any and all such applicable requirements, mandates, directives, instructions, recommendations, best management practices, and/or terms and conditions.

5. This Permit is subject to and conditioned upon the Permittee’s full and timely payments to the Company of any and all applicable non-residential permit fees, as set forth in Appendix E attached hereto (which is incorporated herein and made a part hereof).

6. This Permit is subject to termination, cancellation, repeal, vacation, and/or revocation as provided herein and/or in Appendix A hereto; however, in the event the Permittee wishes to cancel or revoke the Permit, the Permittee shall first consult with the Company concerning any measures the Company deems appropriate to restore the Project lands and/or waters to the condition existing prior to the construction/installation of any of the Permitted Facilities. Cancellation or revocation of this Permit by the Permittee may not be effective until such restoration measures are completed to the satisfaction of the Company.



7. Each of the undersigned represents and warrants that he or she has full and complete authority to enter into this Permit on behalf of his or her respective Party hereto.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the day and year first above written:

**ALABAMA POWER COMPANY**

**FOR PUBLIC RELEASE**

Its: APC-CRE Shoreline Reg

**THE CITY OF ALEXANDER CITY, ALABAMA**

**FOR PUBLIC RELEASE**

Its: Mayor

# **APPENDIX A**

## **TO NON-RESIDENTIAL LAKESHORE PERMIT**

### **PERMIT TERMS AND CONDITIONS**

**PERMITTEE:** The City of Alexander City, Alabama

**SITE NAME:** Alex City Ramp

**SITE LOCALE:** Tallapoosa County, Alabama

**PERMIT NO.:** 40-4380

This Non-Residential Lakeshore Permit No. 40-4380 (*i.e.*, this “Permit”) is granted by the Company and accepted by the Permittee, subject to the following terms and conditions:

1. This Permit is granted solely for the purpose of allowing the Permittee to engage in the permitted activity and to operate, use, and maintain the Permitted Facilities, as set forth in this Permit and as acknowledged in the Commission’s 2022 Order. No addition or change shall be made in any such activity, operation, use, and/or maintenance without the Company’s prior written approval, and no modification or construction shall be made without the Company’s prior written approval.

2. The Permittee shall at all times ensure to the satisfaction of the Company that the permitted activity is conducted and the Permitted Facilities are operated, used, and maintained in such a manner as to be consistent with shoreline aesthetic values, and comply with all applicable state and local health and safety regulations. The Permittee shall also have the sole obligation of ensuring that the Permitted Facilities are maintained in a good state of repair.

3. The Lake Martin development is the property of the Company and Martin Dam was built and is being operated, used, and/or maintained to hold back, retain, accumulate, store, and assist in controlling the waters of the Tallapoosa River and its tributaries in Lake Martin, and the Company must and does retain the full, unconditional, unrestricted, and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert, or use the waters of said reservoir in any manner the Company, its successors, and assigns may deem necessary or expedient; and the permitted activity and the operation, use, and/or maintenance of the Permitted Facilities shall in no way interfere with such uses, regulations, or control of said reservoir or the waters thereof.

4. This Permit constitutes a mere license for use of the Company’s Project lands and waters, and the Permittee hereby agrees, on behalf of the Permittee and the Permittee’s agents and representatives (and any other person or entity who has an ownership or vested interest in any of the Permitted Facilities), that the Permittee neither has nor will have—and that the Permittee will not attempt to assert—any claim of property rights or interest in or to Lake Martin or any adjacent lands of the Company by reason of any past, current, or future occupancy or use of the Project lands and waters at issue (and/or in or to any other piece of property owned by the Company on which any structure or facility owned and/or operated by the Permittee is situated). Regarding the lands pertinent to this Permit, the Permittee acknowledges and agrees that the Company solely owns in fee all of the lands situated at and below the 491’ mean sea level contour.

5. All expenses and responsibilities for the permitted activity on Project lands and waters and the operation, use, and/or maintenance of the Permitted Facilities, including the expenses of obtaining any necessary federal, state, and local permits or approvals (including health department, as applicable), shall be borne solely by the Permittee.

6. The Permittee hereby agrees to defend, indemnify, and hold the Company and its respective officers, directors, stockholders, shareholders, employees, former employees, agents, representatives, franchisers, franchisees, subsidiary, parent or affiliated companies, agents, servants, successors and assigns, insurers, and attorneys (“Indemnified Parties”) harmless from any and all costs, expenses, personal injuries, property damage, damage or loss of any type or kind,

whether to the Permittee, the Company, Indemnified Parties, third parties, or any other person or entity, including all claims, demands, actions, causes of action, lawsuits, attorneys' fees, expert witness or consulting fees, costs of investigation, costs of litigation, or liabilities of any nature whatsoever arising out of, resulting from, relating to, or incidental to any activity authorized via this Permit. The Permittee's obligation to defend the Company and Indemnified Parties shall commence at the moment a claim or lawsuit is filed or a demand is made, and shall apply regardless of the Permittee's, the Company's and/or Indemnified Parties' ultimate liabilities and regardless of whether the alleged action or inaction arises out of, in whole or in part, the Company's and/or Indemnified Parties' own negligence or conduct. In the event that the indemnity and defense obligations of this paragraph are triggered, the Company shall have the right to select and retain counsel for the Company and/or Indemnified Parties at the expense of the Permittee. The Permittee's obligations under this paragraph are intended to apply at all times, including before, during, and after completion of the authorized activity and operation, use, and/or maintenance of the Permitted Facilities. For purposes of this paragraph, the Permittee expressly acknowledges that it has agreed to the same knowingly, evenhandedly, and validly.

7. The Permittee, on behalf of the Permittee and the Permittee's agents and representatives (and any other person or entity who has an ownership or vested interest in any of the Permitted Facilities), hereby releases, acquits, and forever discharges the Company and Indemnified Parties from any and all costs, expenses, personal injuries, property damage, damages, or losses of any type or kind, whether to the Permittee, the Company, Indemnified Parties, third parties, or any other person or entity, including all claims, demands, actions, causes of action, lawsuits, attorneys' fees, expert witness or consulting fees, costs of investigation, costs of litigation, or liabilities of any nature whatsoever that the Permittee now has or may hereafter have on account of, arising out of, resulting from, relating to, or incidental to the activities authorized via this Permit.

8. If, in the sole opinion of the Company, the Permittee has failed to comply with any of the conditions hereof, or with any additional conditions imposed by the Company, or any federal, state, or local agency of the government, the Permittee shall take appropriate action to correct said violation. If said violation shall continue for a period of thirty (30) days after notice thereof by the Company, the Company may, in its sole discretion, cancel this Permit and require the Permittee to remove, or cause to be removed, from the Project lands and waters within thirty (30) days the Permitted Facilities (and any other structure or facility of the Permittee that is situated on the Project lands or waters), and to restore the Project lands and/or waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters.

9. The permitted activity and the operation, use, and/or maintenance of the Permitted Facilities are subject to any and all applicable federal, state, and local laws and regulations (including but not limited to those of the health department), as well as to all applicable regulations or instructions of the Company. Furthermore, the Permittee shall comply promptly with any lawful regulations or instructions of the Company and/or any federal, state, or local governmental agency.

10. The Permittee agrees that the Permittee will engage in the permitted activity and will operate, use, and/or maintain the Permitted Facilities in a manner so as to minimize any adverse impact on fish and wildlife habitat and natural environmental values.

11. This Permit is nontransferable, absent the written consent of the Company. The Permittee may not assign or transfer any of the rights, duties, or obligations under this Permit without the prior written consent of the Company.

12. The Permittee shall not engage in any construction, removal, filling, dredging, or modification activity on Project lands and/or waters without obtaining the Company's prior written approval.

13. At such time the Permittee ceases to maintain the Permitted Facilities or upon revocation of this Permit by either the Company or the Permittee, or upon termination of this Permit, the Permittee shall, if directed by the Company, remove the Permitted Facilities within thirty (30) days, at the Permittee's expense, and restore the Project lands or waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters (without any expense to the Company). If the Permittee fails to remove and so restore to the satisfaction of the Company, the Company may do so by contract or otherwise and recover the cost thereof from the Permittee.

14. The Permittee shall conduct the permitted activity and shall operate, use, and maintain the Permitted Facilities in such a manner as to not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of the Project lands and waters. Further, the Permittee shall take all reasonable precautions to ensure that all activity authorized via this Permit will occur in a manner that will protect the scenic, recreational, and other environmental values of the Project.

15. The Company makes no representation or warranty regarding the condition of the Project lands and/or waters, either now or at any time during the term of this Permit. The Permittee acknowledges that the Project lands and/or waters may not be suitable for the purpose for which the Permittee intends to use such lands and/or waters, and that the Project lands and/or waters may not be in a safe or proper condition for the intended use. Moreover, the Permittee acknowledges and agrees that the Company shall have no affirmative duty or obligation to oversee or otherwise monitor the performance of any activity authorized or otherwise provided for in this Permit.

16. No attempt shall be made by the Permittee to unduly restrict the full and free use by the public of all waters at or adjacent to any of the Permitted Facilities, or to unreasonably interfere with navigation in connection with the operation, use, and/or maintenance of said facilities.

17. The Permittee agrees that if subsequent operations by the Company require an alteration in the location of any of the Permitted Facilities (or any other structure or facility of the Permittee that is situated on the Project lands or waters), or if in the opinion of the Company any of the Permitted Facilities (or any other structure or facility of the Permittee that is situated on the Project lands or waters) causes unreasonable obstruction to navigation or that the public interest so requires, the Permittee shall, upon written notice from the Company, remove, alter, and/or relocate the subject Permitted Facilities (and/or any other structure or facility of the Permittee that is situated on the Project lands or waters), without expense to the Company.

18. The Company shall in no case be liable for any damage or injury to the Permitted Facilities (or any other structure or facility of the Permittee that is situated on the Project lands or waters), which may be caused by or result from subsequent operations undertaken by the Company,

or by any federal, state, or local agency of the government for the improvement of navigation or for other lawful purposes, and no claim or right to compensation by the Permittee shall accrue from any such damage.

19. This Permit does not convey any property rights additional to any property rights expressly conveyed via this Permit, either in real estate or material, and does not authorize any injury to private property or invasion of private rights, nor does it eliminate the necessity of the Permittee to obtain any federal, state, or local approval required by law for the permitted activity or the operation, use, and/or maintenance of the Permitted Facilities. No benefit (direct or otherwise) is intended to flow to any third party via this Permit.

20. By thirty (30) days' written notice, the Company may revoke this Permit whenever it determines that the public interest necessitates such revocation or when it determines that the Permittee has failed to comply with any of the terms or conditions of this Permit. The revocation notice shall specify the reasons for such action. Upon such revocation, the Permittee shall, if directed by the Company, remove (or cause to be removed) the Permitted Facilities (and/or any other structure or facility of the Permittee situated on Project lands or waters) from the Project lands and/or waters within thirty (30) days, at the Permittee's expense, and restore the Project lands and waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters.

21. Notwithstanding the preceding conditions, if in the opinion of the Company, emergency circumstances dictate otherwise, the Company may revoke this Permit. Upon such revocation, the Permittee shall, if directed by the Company, remove (or cause to be removed) the Permitted Facilities (and/or any other structure or facility of the Permittee situated on Project lands or waters) from the Project lands and/or waters within thirty (30) days, at the Permittee's expense, and restore the Project lands and waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters.

22. Regardless of any action or undertaking of the Company, the Permittee is solely responsible for the proper design, engineering, structural soundness, operation, use, and/or maintenance of the Permitted Facilities. Regardless of any action or undertaking of the Company, the Permittee is solely responsible for ensuring that the Permittee (and any person or entity acting on behalf of or for the benefit of the Permittee) comply with any laws, regulations, codes, statutes, ordinances, or instructions of any federal, state, or local governmental agency (including but not limited to the health department) relating to the permitted activity on Project lands and waters and/or the operation, use, and/or maintenance of the Permitted Facilities. It is the sole responsibility of the Permittee to ensure that all Permitted Facilities (and any related structures and/or facilities) comply with any and all applicable federal, state, and/or local laws, regulations, codes, statutes, and/or ordinances.

23. The Permittee is to keep the Project lands and waters occupied by and surrounding the Permitted Facilities free of all waste, garbage, and other unsightly debris and materials and is to comply with local health and sanitation rules and regulations (including but not limited to any applicable rules, codes, and regulations of the health department).

24. All demands and notices sent to the Permittee or the Company shall be given in writing, by hand-delivery, by certified or registered U.S. Mail, by standard U.S. Mail (postage prepaid), or by any form of express delivery requiring a signed receipt, directed to the respective addresses set forth below:

To the Permittee:

The City of Alexander City, Alabama  
P.O. Box 1973  
Alexander City, Alabama 35011

To the Company:

Alabama Power Company  
Corporate Real Estate Department  
600 North 18th Street  
Bin 12N-0981  
Birmingham, Alabama 35203

Notice given personally or express delivery shall be deemed given when received. Notice given by certified, registered, or standard U.S. Mail shall be deemed given three (3) business days after mailing.

25. To any extent deemed necessary, the Parties hereto waive any requirement or obligation that this Permit be filed into the public record (including but not limited to the waiver of any requirement or obligation that may be contemplated by/within Alabama Code § 35-4-6).

26. In the event any previously undiscovered cultural resource site or any previously unidentified archeological or historic property is discovered during the course of the operation, use, and/or maintenance of any of the Permitted Facilities (or in connection with any other permitted activity taking place within the Project boundary), the Permittee immediately shall effect the cessation of all potentially disturbing activity at the Alex City Ramp site and immediately contact the Company.

27. The Permittee shall strictly adhere to state water quality standards.

28. No delay or omission of the Company to exercise any right, power, or remedy hereunder shall exhaust or impair any such right, power, or remedy or shall be construed to be a waiver of the same or a waiver of any default by the Permittee, or acquiescence in such a default; and every right, power, and remedy given hereunder to the Company may be exercised from time to time and as often as the Company may elect. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers, or remedies of the Company. No right, power, or remedy conferred upon or reserved to the Company under the Permit is intended to be exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or otherwise available at law or in equity. It is agreed that in any proceeding by the Company to enforce the Permit (whether in

whole or in part), damages alone may not be an adequate remedy, and the Company shall have the unfettered right to seek and obtain injunctive and other equitable relief in addition to monetary damages. The obligations of the Permittee under the Permit are joint and several.

29. The Permittee agrees to provide public recreation use data for the Permitted Facilities, as requested by the Company. Provision of such data will be consistent with 1) any lawful obligation of the Company to provide such information; 2) any additional request by the Commission concerning the use of Project lands; and/or 3) any other applicable state or federal requirements.

30. Save any corresponding General Guidelines for Non-Residential Use of Project Lands and Waters Shoreline Permitting (the "Guidelines") signed by the Permittee and/or any lease agreement corresponding to the leasing of the Project lands associated with the Alex City Ramp site signed by the Parties, this Permit supersedes any and all other agreements, either oral or written, between the Permittee and the Company with respect to the subject matter of this Permit. Save the aforementioned corresponding Guidelines and/or related lease agreement, no other agreement, statement, promise, or representation between the Permittee and the Company and relating to the subject matter of this Permit that is not contained in this Permit shall be valid or binding. This Permit may only be modified in writing, signed by an authorized representative of both the Permittee and the Company. No oral agreement or course of performance shall constitute an amendment of this Permit.



# **APPENDIX B**

## **TO NON-RESIDENTIAL LAKESHORE PERMIT**

### **SITE AERIAL LAYOUT**

**PERMITTEE: The City of Alexander City, Alabama**

**SITE NAME: Alex City Ramp**

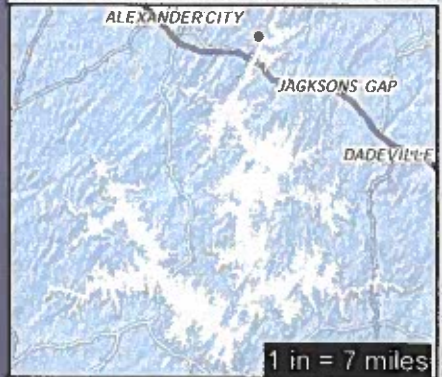
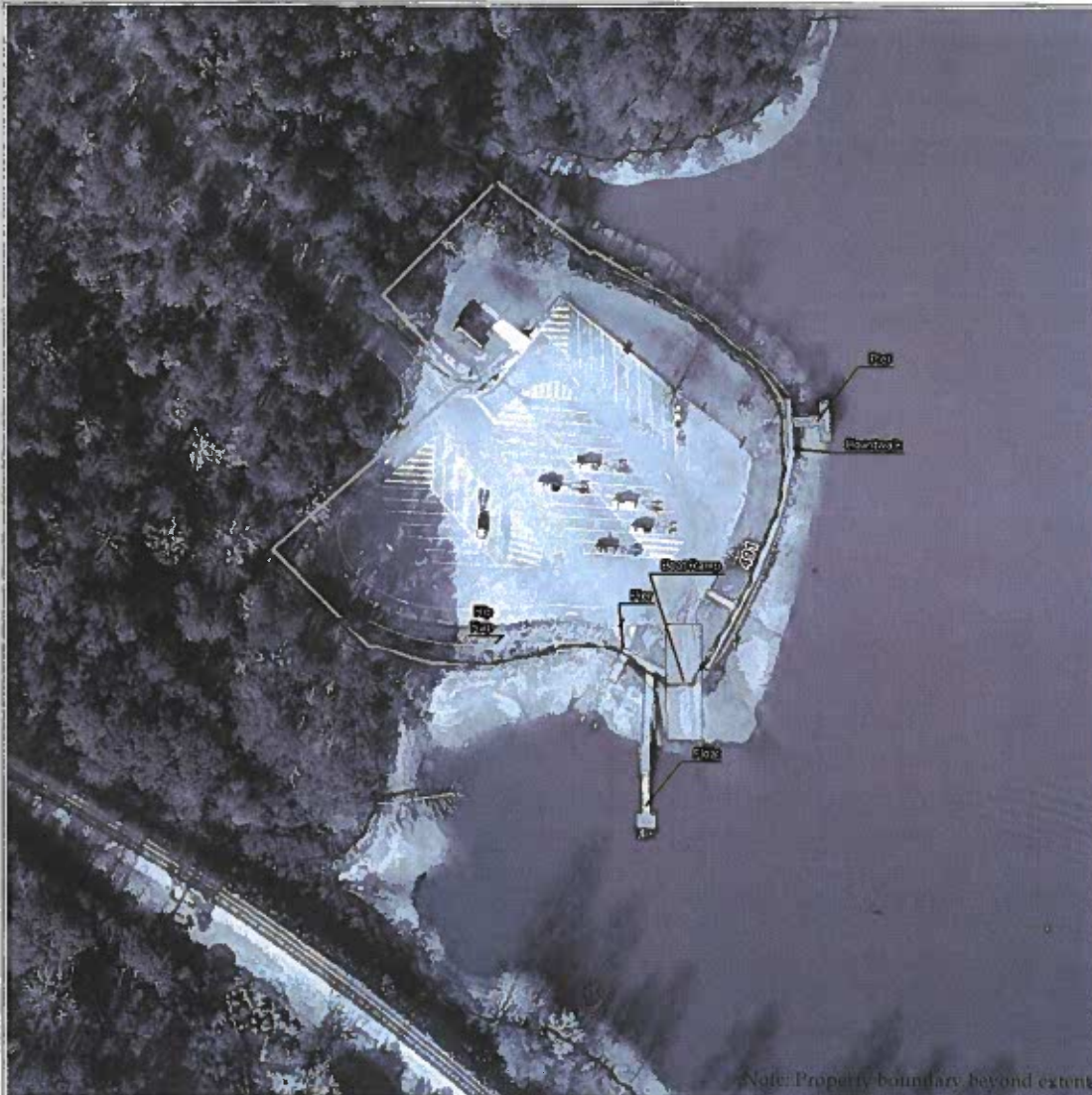
**SITE LOCALE: Tallapoosa County, Alabama**





**PERMIT NO.: 40-4380**

**Existing**  
**Non-Residential Site**

**Alex City Ramp**  
**Lake Martin**

32.91747, -85.88281



-  Encroachments
-  491' msl
-  Project Boundary-Approved
-  Property Boundary



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Alabama Power Company  
Shoreline Management

# **APPENDIX C**

## **TO NON-RESIDENTIAL LAKESHORE PERMIT**

### **SITE PHOTOGRAPHS**

**PERMITTEE: The City of Alexander City, Alabama**

**SITE NAME: Alex City Ramp**

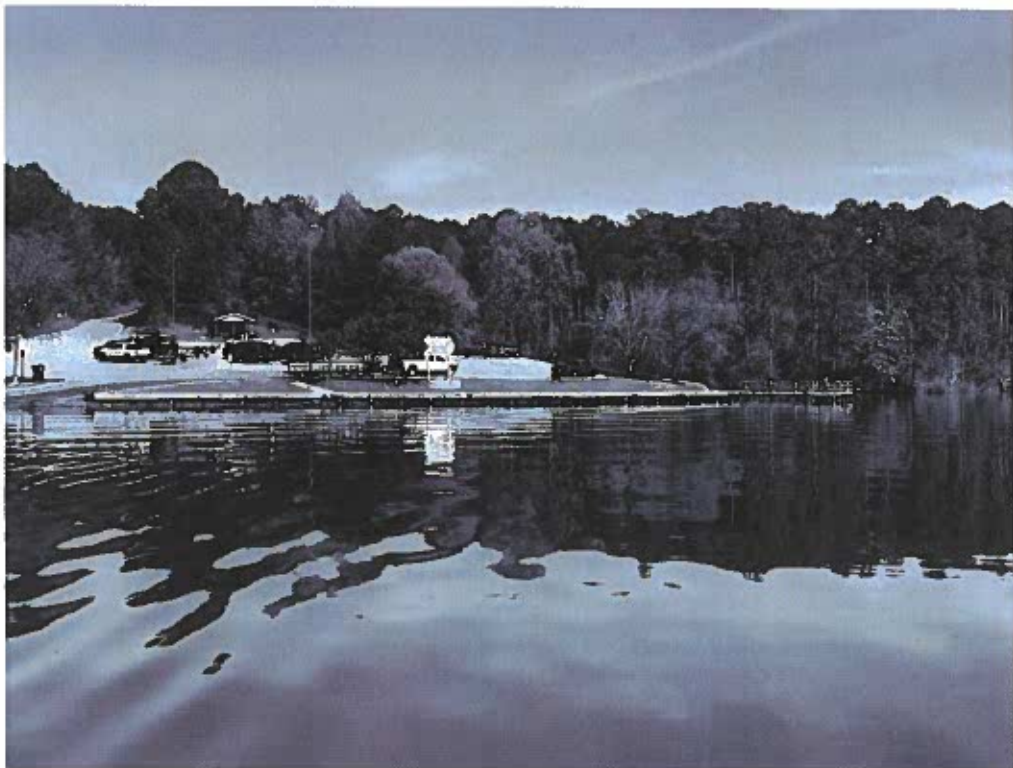
**SITE LOCALE: Tallapoosa County, Alabama**

**PERMIT NO.: 40-4380**

## Alex City Ramp

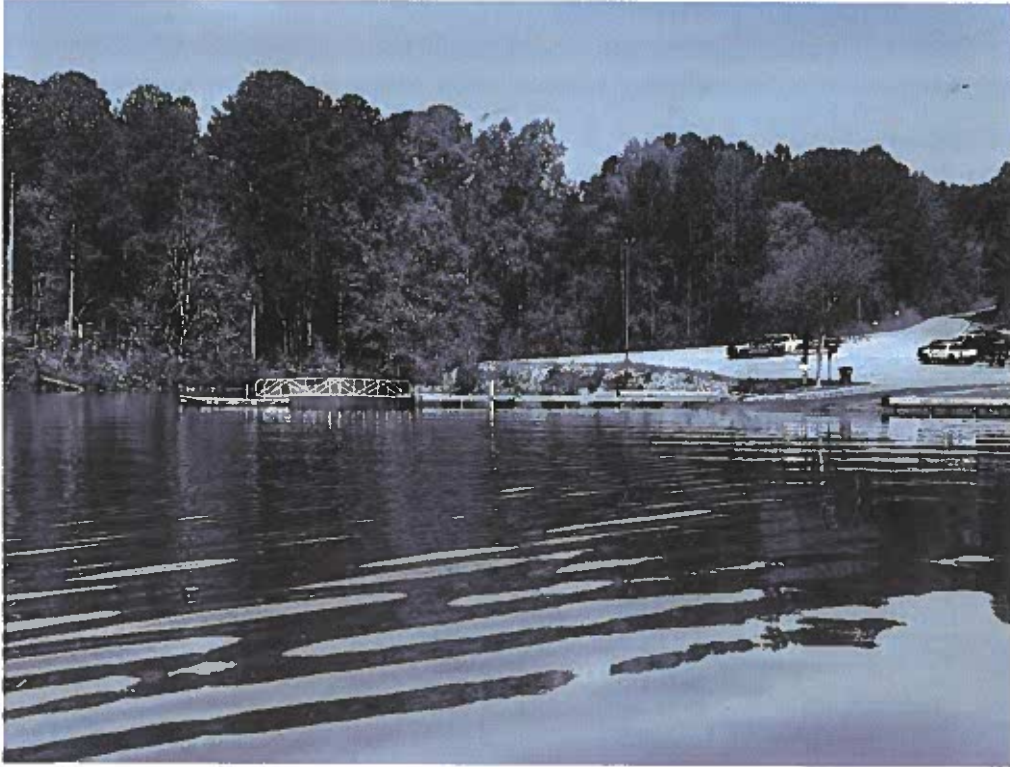


**Figure 1: Overview of Alex City Ramp**



**Figure 2: Boardwalk and Pier**

## Alex City Ramp



**Figure 3: Boat Ramp, Pier, Float and Rip-Rap**



**Figure 4: Boat Ramp, Pier, Float, Boardwalk, and Rip-Rap**

## Alex City Ramp

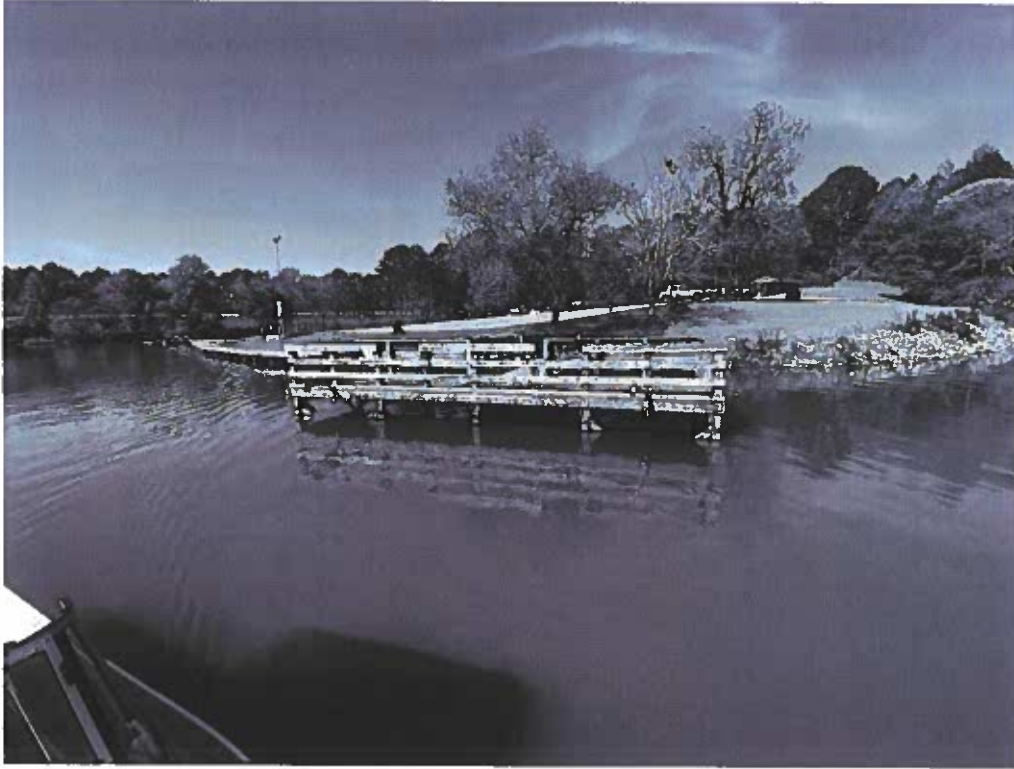


**Figure 5: Rip-Rap, Pier, and Float**



**Figure 6: Boardwalk and Pier**

## Alex City Ramp



**Figure 7: Pier and Rip Rap**

# **APPENDIX D**

## **TO NON-RESIDENTIAL LAKESHORE PERMIT**

### **2022 ORDER**

**PERMITTEE: The City of Alexander City, Alabama**

**SITE NAME: Alex City Ramp**

**SITE LOCALE: Tallapoosa County, Alabama**

**PERMIT NO.: 40-4380**



181 FERC ¶ 62,142  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Alabama Power Company

Project No. 349-213

ORDER MODIFYING AND APPROVING  
NON-PROJECT USE OF PROJECT LANDS AND WATERS

(Issued December 12, 2022)

1. On September 12, 2022, Alabama Power Company, licensee for the Martin Dam Hydroelectric Project No. 349,<sup>1</sup> filed an application requesting Commission authorization to permit the City of Alexander's Alex City Boat Ramp, an existing public use facility that provides public access to Lake Martin. The Martin Dam Hydroelectric Project is located on the Tallapoosa River (Lake Martin), in Tallapoosa, Elmore, and Coosa counties, Alabama. The Alex City Boat Ramp is in Tallapoosa County, Alabama. The project occupies federal land administered by the U.S. Bureau of Land Management.
2. Lake Martin is approximately 41,450 acres at the maximum full pool contour elevation of 491 feet above mean sea level (msl). In the area of the City of Alexander's facility, Alabama Power Company owns up to the 491 feet above msl contour elevation, which is the project boundary in the area. The project's shoreline management plan (SMP)<sup>2</sup> included an unpermitted structures report that detailed existing non-residential developments. In pertinent part, Alabama Power Company committed to researching these existing structures and requesting Commission authorization to permit them within five years of approval of the SMP (by September 12, 2022).
3. Within the project boundary, the City of Alexander's facility includes a boat ramp with two courtesy piers (a pier with a floating platform that accommodates seven boats and a pier that accommodates two boats), a boardwalk, and a fishing pier. Alabama Power Company is seeking Commission authorization to permit continued operation of the existing facility. No construction or modifications are proposed. The shoreline at the

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<sup>1</sup> Order Issuing New License (153 FERC ¶ 61,298), issued December 17, 2015.

<sup>2</sup> Order Approving Shoreline Management Plan (160 FERC ¶ 62,219), issued September 12, 2017.

Project No. 349-213

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City of Alexander's facility is unclassified in the project's SMP.<sup>3</sup>

4. Alabama Power Company's application includes documentation of consultation with the: U.S. Fish & Wildlife Service (FWS), U.S. Army Corps of Engineers, Alabama Department of Conservation and Natural Resources (Alabama DCNR), Alabama Law Enforcement Agency - Marine Patrol Division, and Alabama Historical Commission (AHC). On August 15, 2022, the FWS responded that permitting the existing facilities would not influence the conservation of threatened and endangered species. The Alabama DCNR responded with no objections to permitting the facilities on August 31, 2022.

5. The City of Alexander's facility provides public access to Lake Martin. No construction or modifications are proposed, and boating traffic would remain consistent with existing use. The continuation of the long-standing use would not interfere with project operations or purposes. Alabama Power Company's request for Commission authorization to permit the City of Alexander's existing facilities at Alex City Boat Ramp, as modified below, should be approved.

6. Although no construction or modifications are proposed, the potential does exist for the discovery of cultural resources during operation and/or maintenance activities at the City of Alexander's facility. Consistent with the discovery provisions in the project's Historic Properties Management Plan,<sup>4</sup> Alabama Power Company should include conditions to protect previously undiscovered cultural resources in the intended permit. The conditions should require that, if a previously undiscovered cultural resource is discovered during operation and/or maintenance of the non-project use, the permittee should immediately cease all activity at the site and immediately contact Alabama Power Company. Alabama Power Company should then consult with the AHC and any Tribes that might attach religious or cultural significance to the cultural resources to determine what steps need to be taken to evaluate the discovered cultural resources and, if found to be an historic property eligible for the National Register of Historic Places listing, to mitigate or to avoid any adverse effects. Alabama Power Company should file with the Commission, a report on any discovered historic property determined to be eligible and adversely affected, along with the proposed mitigation. The filing should also include comments received by the AHC and Tribes on the report and the proposed mitigation.

7. Alabama Power Company has an overall obligation to ensure that all non-project

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<sup>3</sup> According to the SMP, 507.4 miles of the project's 878.5 miles of shoreline are unclassified as Alabama Power Company owns no land above the 491 feet above msl elevation contour along these shoreline areas.

<sup>4</sup> Order Approving Historic Properties Management Plan (158 FERC ¶ 62,069), issued February 2, 2017.

Project No. 349-213

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uses and occupancies of project lands and waters it authorizes are not inconsistent with the purposes of the project, including public recreation, flowage, and resource protection. In this regard, Alabama Power Company should include the following conditions in any permit it issues under this application: (1) the permittee's use and occupancy of project lands and waters must not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use; (2) the permittee must take all reasonable precautions so that the operation and maintenance of the permitted non-project use occur in a manner that protects the scenic, recreational, and other environmental values of the project; and (3) the permittee must not unduly restrict public access to project lands and waters.

The Director orders:

(A) Alabama Power Company's application, filed September 12, 2022, requesting Commission authorization to permit the City of Alexander's existing Alex City Boat Ramp facility, at the Martin Dam Hydroelectric Project No. 349, as modified by paragraphs (B) and (C), below, is approved.

(B) Alabama Power Company must include in any permit issued under this application the following conditions: (1) the permittee's use of project lands and waters must not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use; (2) the permittee must take all reasonable precautions to insure that the operation and maintenance of the facility covered by the permit will occur in a manner that protect the scenic, recreational, and other environmental values of the project; and (3) the permittee must not unduly restrict public access to project lands and waters.

(C) Consistent with the discovery provisions in the project's approved Historic Properties Management Plan, Alabama Power Company must include, as a condition of any permit issued under this application, conditions that require the permittee to immediately cease all activity at the site and immediately contact Alabama Power Company if a previously undiscovered cultural resource is discovered during operation and/or maintenance of the non-project use. Alabama Power Company must then consult with the Alabama Historical Commission (AHC) and any Tribes that might attach religious or cultural significance to the cultural resources to determine what steps need to be taken to evaluate the discovered cultural resources and, if found to be eligible for the National Register of Historic Places listing, to mitigate or to avoid any adverse effects. Alabama Power Company must file with the Commission, a report on any discovered historic property determined to be eligible and adversely affected, along with the proposed mitigation. The filing must also include comments received by the AHC and Tribes on the report and the proposed mitigation.

(D) This order constitutes final agency action. Any party may file a request for rehearing of this order within 30 days from the date of its issuance, as provided in section

Project No. 349-213

- 4 -

313(a) of the Federal Power Act, 16 U.S.C. § 825*l*, and the Commission's regulations at 18 C.F.R. § 385.713 (2021). The filing of a request for rehearing does not operate as a stay of the effective date of this order, or of any other date specified in this order. The licensee's failure to file a request for rehearing shall constitute acceptance of this order.

Robert J. Fletcher  
Land Resources Branch  
Division of Hydropower Administration  
and Compliance

# **APPENDIX E**

## **TO NON-RESIDENTIAL LAKESHORE PERMIT**

### **NON-RESIDENTIAL PERMIT FEES SCHEDULE**

**PERMITTEE:** The City of Alexander City, Alabama

**SITE NAME:** Alex City Ramp

**SITE LOCALE:** Tallapoosa County, Alabama

**PERMIT NO.:** 40-4380

**Applicable Permit Fees Regarding  
Non-Residential Shoreline Construction and/or Related Activity**

**General Construction Fee (A): \$3,000.00**

This non-refundable fee applies to any and all new Non-Residential shoreline construction activities authorized by a single Permit (*e.g.*, a Permit issued to the Permittee authorizing the Permittee's construction of a new pier, boathouse, seawall (or adding linear footage to an existing seawall), rip rap (or adding linear footage to existing rip rap), boat ramp, stairs, steps, gazebo, pavilion, float, boardwalk, camper pad/cover, deck, wet slip, lakebed pylons/posts, etc.), and the Permittee shall pay this fee to Alabama Power Company (the "Company" or "Alabama Power") when the application is submitted. The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any construction activity.

**General Construction Fee (B): \$5,000.00**

This non-refundable fee applies to any and all new Non-Residential shoreline construction activities authorized by a single Permit (*e.g.*, a Permit issued to the Permittee authorizing the Permittee's construction of a new pier, boathouse, seawall (or adding linear footage to an existing seawall), rip rap (or adding linear footage to existing rip rap), boat ramp, stairs, steps, gazebo, pavilion, float, boardwalk, camper pad/cover, deck, wet slip, lakebed pylons/posts, etc.), where gas pumps, more than 30 vessel mooring stations, and/or dry storage facilities are proposed, and the Permittee shall pay this fee to Alabama Power when the application is submitted. The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any construction activity.

**General Repair Fee: \$1,500.00**

This non-refundable fee applies to any and all Non-Residential Permits where repair activities are requested to a substantial degree (including **but not limited to** adding rip rap to an existing rip rap footprint; as used in the General Guidelines for Non-Residential Use of Project Lands and Waters Shoreline Permitting (the "Guidelines"), whether repair activity rises to a "substantial" degree shall be determined by Alabama Power in its sole discretion). The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any potentially substantial repair work; indeed, under certain circumstances, it may be that the Permittee must first obtain a new Permit from Alabama Power before the Permittee can conduct (or cause to be conducted) any substantial repair work of the structure at issue. The Permittee shall pay this fee to Alabama Power prior to the performance of any applicable repair work. (Note: A permitted dock or similar permitted structure may be moved offsite for purposes of repair work so long as the dock or similar permitted structure is placed back in its same prior permitted location, and this General Repair Fee will apply to such an occurrence.)

**Permit Modification Fee: \$1,500.00**

This non-refundable fee applies to any modification, revision, or change to an application after the application has been formally submitted to APC as complete and ready for agency or the Federal Energy Regulatory Commission (the "Commission" or "FERC") approval. The Permittee shall pay this fee to Alabama Power prior to the issuance of any modified Permit. If the modification request is substantial enough (exceeds "approximate" limits as requested by FERC) to cause new agency or FERC approvals to be obtained, the permit modification fee is required.

**Permit Extension Fee: \$1,500.00**

This non-refundable fee applies to any request for an extension of time due to non-completion of construction as required by the deadline for construction completion in its original FERC Order. Prior to the extension request being sent to the FERC, the Permittee shall pay this fee to Alabama Power. Should FERC ultimately decline to extend the construction completion deadline, this fee shall be refunded to Permittee.

**Gas Pump: \$100.00 Per Pump Annually**

This fee is required for new gas pumps on a new Non-Residential facility or an additional pump on an existing permit permitted after January 1, 2020.

**Boat Slip: \$100.00 Per Slip Annually**

This fee is required for new boat slips or mooring points for new Non-Residential facilities or any additional slips or mooring points to existing facilities constructed after January 1, 2020. (A mooring point is measured in 30-foot increments.)

**Unauthorized Construction Fee: \$1,500.00 + Applicable Permit Fee**

This non-refundable fee applies to any instance where the Permittee constructs (or allows the construction of) a structure within the Project lands and/or waters (including on or within Alabama Power's fee-owned and/or easement lands) without first having obtained Alabama Power's written approval. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power; moreover, all unauthorized construction activity must cease unless and until Alabama Power permits the same in writing. Additionally, should the Permittee construct such an unauthorized structure, the Permittee may be required to remove the unauthorized constructed structure or bring the unauthorized constructed structure into compliance with the Guidelines (as determined and instructed by Alabama Power, and within the time period prescribed by Alabama Power) at the Permittee's sole expense.

**Unauthorized Structure Repair Fee: \$500.00**

This non-refundable fee applies to any instance where the Permittee substantially repairs or modifies (or allows the substantial repair or modification of) a structure within the Project lands and/or waters (including on or within Alabama Power's fee-owned and/or easement lands) without first having obtained Alabama Power's written approval to do so; whether such activity arises to a "substantial" degree shall be determined by Alabama Power in its sole discretion. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power; moreover, all unauthorized structure repair and/or modification activity must cease unless and until Alabama Power permits the same in writing.

**Non-Compliance Fee: 2 x Appropriate Permit Fee (\$6,000.00 or \$10,000.00)**

This non-refundable fee applies to any instance where the Permittee has obtained Alabama Power's written approval to conduct certain construction and/or repair or modification activity, but thereafter the Permittee constructs (or allows the construction of) and/or substantially repairs or modifies (or allows the substantial repair or modification of) a structure within the Project lands and/or waters (including on or within Alabama Power's fee-owned and/or easement lands), and such construction and/or substantial repair/modification activity does not comport with the specifications, dimensions, materials, and/or the like previously permitted or otherwise approved

in writing by Alabama Power. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power. Moreover, in addition to being required to pay this Non-Compliance Fee, the Permittee acknowledges and agrees that the Permittee must bring the subject structure(s) into compliance with the specifications, dimensions, materials, and/or the like previously permitted or otherwise approved in writing by Alabama Power and within the time period prescribed by Alabama Power and at the Permittee's sole expense.

The Permittee acknowledges and agrees that the Permittee also shall be responsible for the payment of all costs and expenses, including but not necessarily limited to attorneys' fees and court costs, incurred by Alabama Power in connection with Alabama Power's effort to collect any of the fees outlined above.