

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this 6th day of June, 2025, by and between MCIMETRO ACCESS TRANSMISSION SERVICES, LLC a Delaware limited liability company ("Utility"), having an address at 600 Hidden Ridge, Irving Texas 75038, and CITY OF ALABASTER, AL ("Reimbursor"), having an address at 1953 Municipal Way, Alabaster, AL 35007. The signatories to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

1. Reimbursor has requested that Utility relocate its facilities within the Reimbursor's right-of-way (the "Project") in connection with work to be performed by Reimbursor.
2. Reimbursor will pay Utility for work it performs in support of the Project as set forth in Exhibits A and B attached hereto (the "Payment").

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, the Parties agree as follows:

3. Reimbursor agrees that:
 - (a) Exhibit A, attached hereto and made a part hereof, represents the scope of work for the Project;
 - (b) consistent with Section 3 below, Reimbursor shall bear all actual costs ("Costs") incurred by Utility, as set forth in Exhibit B hereto, and relating to any construction by Utility in connection with the Project, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes, travel expenses, railroad right-of-way access and flagging fees, permit fees, legal fees and other reasonable out of pocket expenses;
 - (c) it waives any and all delay damage claims, except if caused solely by the gross negligence or willful misconduct of Utility;
 - (d) Utility's work associated with the Project shall not be deemed a betterment nor shall there be any salvage value in any of Utility's facilities removed or decommissioned;
 - (e) Utility shall not be required to place its facilities in the ground or on structures that do not meet Utility's engineering standards or where Reimbursor cannot provide sufficient documentation that it has secured necessary property rights, easements or other right-of-way rights for Utility to place its facilities in the designated location;
 - (f) Utility may, in its sole discretion, abandon in place portions of its facilities for removal and disposal by Reimbursor;
 - (g) if needed by Utility, Reimbursor shall provide access to, and flagging at no charge for, public or railroad right-of-way; and
 - (h) Utility may recover from Reimbursor reasonable attorneys' fees and costs from any and all actions Utility brings to collect amounts owed by Reimbursor under this Agreement.
4. Reimbursor may, at its own expense, inspect construction Utility performs in connection with the Project.
5. The total cost of the Project is estimated not to exceed the amount set forth in Exhibit B hereto. Reimbursor shall remit to Utility advance payment specified in Exhibit B (the "Advance

Payment”) upon execution of this Agreement. No work will be done on the Project until Utility receives the Advance Payment from Reimbursor. Utility will charge Reimbursor only for its Costs incurred for the Project. Reimbursor acknowledges and agrees that this amount is an estimate and shall not be construed as limiting the amount Utility is to be reimbursed by Reimbursor under this Agreement. Utility shall provide notice to Reimbursor when Utility becomes aware that Costs will exceed the estimate by more than ten percent (10%). Utility’s failure to provide such notice shall not release Reimbursor from its obligations under this Agreement in any respect unless Reimbursor can demonstrate that it would have modified or abandoned the Project in light of the increase in Costs.

6. As described in Exhibit B, Reimbursor is installing a 2-inch conduit for Utility’s use in a joint trench along with other utilities. Reimbursor shall provide such conduit to Utility at no cost to Utility and shall convey the conduit to Utility by a Bill of Sale in the form attached as Exhibit C. Reimbursor shall warrant the conduit against any defects for a period of one year from the date of the Bill of Sale. Any defects that appear in such time frame shall be corrected by Reimbursor at Reimbursor’s cost.
7. Reimbursor may direct Utility in writing to stop work on the Project, and in such event, Utility shall be entitled to properly protect its facilities before stopping work, and Reimbursor shall be responsible to utility for Costs incurred by Utility prior to receipt of such stop work notice, Costs incurred by Utility in protecting its facilities after receipt of such stop work notice, and Project wind-down costs incurred by Utility.
8. Following completion of the Project, Utility shall make an accounting of final, unpaid, actual Costs of the Project and provide Reimbursor with a copy of the accounting and an itemized invoice therefor. If the final Cost is less than the Advance Payment, then Utility will promptly refund Reimbursor for the difference. If the final Cost is more than the Advance Payment, Reimbursor agrees to pay Utility for such additional Costs within thirty (30) days after receipt of the itemized invoice from Utility.
9. Reimbursor shall perform no work within ten (10) feet on either side of the Reimbursor’s facilities in the Project Area until the Project has been completed or as otherwise mutually agreed by Reimbursor and Utility. If any such work is performed, Utility has a right to have an inspector on site during such work, and Utility’s inspector may order Reimbursor, its employees, agents, representatives and contractors (for purposes of this Section 7, collectively, “Reimbursor”) to immediately stop work if such work is placing Utility’s facilities in imminent harm, and Reimbursor shall immediately comply with such order. Subject to the limitation set forth in this Section 7, Reimbursor shall give written notice to Utility at least forty-eight (48) hours, excluding Saturday, Sunday and legal holidays, in advance of commencement of any work in the immediate Project area. The notice shall be given to those individuals listed in the contacts section of Exhibit A. In the event of an emergency, Reimbursor shall provide telephonic notice to MCI at 1-800-MCI-WORK upon Reimbursor’s discovery of the emergency.
10. The obligations of Utility are subject to force majeure and Utility shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability; lack of transportation; the imposition of any governmental codes, ordinances,

laws, rules, regulations or restrictions, including, without limitation, the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war, civil disorder or acts of terrorism; or any other cause beyond the reasonable control of Utility.

11. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
12. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.
13. The direct damages that a Party may be liable for to the other Party under this Agreement shall not exceed the total amount paid to Utility under the Agreement.
14. This Agreement together with its Exhibits constitutes the entire agreement between the Parties and supersedes all contemporaneous or prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be modified, supplemented or amended unless any such modification, supplement or amendment is incorporated into the Agreement via valid amendment signed by the authorized representatives of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and exchange of signatures via facsimile or Adobe Acrobat portable document file (.PDF file extension) shall have the same force and effect as execution and exchange of originals. Each Party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and the person executing this Agreement on behalf of each Party has the express authority to do so and, in so doing, to bind such Party hereto.

(signatures on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

for Reimbursor

for Utility

CITY OF ALABASTER, ALABAMA

**MCIMETRO ACCESS TRANSMISSION SERVICES
LLC**

By: _____

By: _____

Name: Scott Brakefield

Name: Dina Dye

Title: Mayor, City of Alabaster

dina.dye@verizon.com

Date: _____

Title: Associate Director – Network Reg/RE

Date: _____

Federal Tax ID#: EIN: 63-0478002

Billing Contact:

Name: Earnest Clark, Billing Request

Address: 1953 Municipal Way Alabaster AL 35007

Telephone: 205-378-1571

Email: billing@cityofalabaster.com

eclark@cityofalabaster.com

Exhibit A

BACKGROUND

City of Alabaster (Reimbursor) has purchased public ROW property owned by ALDOT, being some ROW space in front of the school, requiring relocation to within the new bounds of the public ROW. Reimbursor has contracted a company to install (2) 4" HDPE conduits between the project bounds, with 1 intermediary HH based on specs provided by local OSP.

SCOPE AND SPECIFICATIONS OF WORK

Following the joint-trench construction by Reimbursor, Utility will place approximately 1350 feet of tracer wire and 864f fiber cable into the provided conduit and handhole, between 14th Ave SW and Hwy 264 along Hwy 119. Utility will place approximately 300 feet of aerial strand and 864f fiber cable to reach the start and end points of the joint trench construction. Once placing is complete, Utility will perform a scheduled cutover and removal of approximately 1500 feet of existing aerial strand and 864f fiber cable.

CONTACTS

Utility: MCIMETRO ACCESS TRANSMISSION SERVICES LLC

Agreements:

Steve Amland
600 Hidden Ridge
Irving, TX 75038
O: 469.262.7406
david.amland@verizon.com

Project Engineer:

Drake Posny
Reports to: Brantley K
Christopher
2601 Venice RD,
Birmingham, AL USA 35211
M: (205) 224-6594
drake.posny@verizon.com

Senior Manager:

Brantley K Christopher
10300 Old Alabama Cnctr Rd,
Alpharetta, GA USA 30022
P: (980) 938-3281
brantley.christopher@verizonwireless.com

REIMBURSOR: CITY OF ALABASTER, ALABAMA

On behalf of City of Alabaster

Ryan George
Project Manager
HPM Leadership, Program Management
Two Metroplex Drive, Suite 300.
Birmingham, Alabama 35209 ·
(205) 423-3500
rgeorge@hpmleadership.com

Brian Binzer,
Title: City Administrator
1953 Municipal Way
Alabaster, AL 35007
(205) 664-6832



Exhibit B

OUTSIDE PLANT CONSTRUCTION COST ESTIMATE

02/27/2025

AFE #:	R40582	Revision#:	
EWO NFID:	2412ACVR	Disposition:	RCUP
Title (Work Order Friendly Name):	Alabaster AL RCUP DOT Alabaster Rec Center	Site Code:	AL-PHMSAL-SHELBY COUNTY FIBER ROUTE
Responsible Engineer:	Posny, Drake	Manager:	CHRISTOPHER, BRANTLEY K
State:	Alabama	City:	ALABASTER
Investigation#:	2404CKDY		

Description of Work

City of Alabaster purchasing public ROW property owned by ALDOT, being some ROW space in front of the school, requiring relocation to within the new bounds of the public ROW. City of ALabaster has contracted a company to install (2) 4" HDPE conduits between the project bounds, with 1 intermediary HH based on specs provided by local OSP.

Schedule

Engineering Start :	01/01/2025	Engineering Complete :	01/01/2025
Construction Start :	02/10/2025	Construction Complete :	02/24/2025

Summary of Estimated Costs

A)	Engineering	\$2,825.01
B)	Construction	\$45,000.16
C)	Materials	\$0.00
D)	Miscellaneous	\$0.00
E)	Pricing Adjustments	\$0.00
F)	Total	\$47,825.17