

Lighting Services Agreement – Illumination
NESC® Non-Governmental



Customer Legal Name CITY OF ALABASTER DBA PS 38
 Service Address 2800 SMOKEY RD ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 08027-39019

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	106	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$25.15	\$3.35	\$28.50

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 Remove:1-250w HPS Cobrahead Light
 Install:1-Acuity 106w LED Area Light on existing Alabama Power Company Pole.

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. 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 start date of the first monthly billing service period for lighting service under this Agreement. 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, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost 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. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
6. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "APC Activity"). 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.
7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service ("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 itself or through a third party perform any part of the activities related to the Installation of APC Assets at the premises (including trenching), 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 Activity related to the Installation and connection of APC Assets can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Damage 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 the APC Activity, 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. encountered during the APC Activity ("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 modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
8. **APC Asset Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the APC Assets, 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 damage to APC Assets caused by anyone other than APC (or an APC contractor or representative). APC will maintain APC Assets and will bear the cost of routine repair or replacement. Customer is responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
9. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **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 Illumination Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service 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 Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
11. **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 and 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), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. 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 Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. 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. Any such assignment without APC's prior written consent will be void and of no effect. 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.

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 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 49318-77015

Selected Components				
Qty	Wattage	Type	OH/UG	Description
3	209	Flood (pole-mounted)	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$89.67	\$19.83	\$109.50

Prepaid Amount	\$0.00
Initial Term	24 months

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Project Notes:
 Remove:3-400w Floodlights
 Install:3- 209w LED Floodlights

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Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

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11. **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 and 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), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. 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 Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
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 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description City Annex

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 10113-03004

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	183	Flood (pole-mounted)	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$37.21	\$5.79	\$43.00

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 Remove:1-400w HPS Floodlight
 Install:1-GE 183w LED Floodlight on existing Alabama Power Company pole.

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Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
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1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
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10. **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 Illumination Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service 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 Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
11. **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 and 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), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. 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 Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. 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. Any such assignment without APC's prior written consent will be void and of no effect. 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.

Lighting Services Agreement – Illumination
NESC® Non-Governmental



Customer Legal Name CITY OF ALABASTER DBA PS 23
 Service Address 684 5TH AVE SE UNIT LFT4 ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 54003-01005

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$22.52	\$2.78	\$25.30

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 Remove:1-150w HPS Cobrahead
 Install:1-Acuity 88w LED Area Light on existing Alabama Power Company Pole.

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. 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 start date of the first monthly billing service period for lighting service under this Agreement. 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, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost 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. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
6. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "APC Activity"). 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.
7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service ("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 itself or through a third party perform any part of the activities related to the Installation of APC Assets at the premises (including trenching), 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 Activity related to the Installation and connection of APC Assets can commence.
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 - 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. encountered during the APC Activity ("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 modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
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11. **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 and against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) from any damage or claim for personal or bodily injury (including death), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. 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 Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
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Lighting Services Agreement – Illumination
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Customer Legal Name CITY OF ALABASTER DBA PS 22
 Service Address 524 REGENT DR UNIT LFT3 ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Sewage Treatment
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 18723-00001

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	84	Flood (pole-mounted)	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$19.34	\$2.66	\$22.00

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
Remove:1-150w HPS Floodlight Install:1-84w LED Floodlight

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
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11. **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 and 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), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
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Lighting Services Agreement – Illumination
NESC® Non-Governmental



Customer Legal Name CITY OF ALABASTER DBA PS 11
 Service Address 1209 ASH CV ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 30463-03005

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$23.37	\$2.78	\$26.15

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 Remove:1-150w HPS Cobrahead
 Install:1-Acuity 88w LED Area Light on existing Alabama Power Company Pole

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

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TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
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 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Damage 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 the APC Activity, Customer is responsible for all damages and any resulting delay.
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9. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **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 Illumination Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service 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 Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
11. **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 and 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), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. 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 Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. 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. Any such assignment without APC's prior written consent will be void and of no effect. 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.

Lighting Services Agreement – Illumination
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Customer Legal Name CITY OF ALABASTER DBA PS 01

Service Address 140 BRENT WAY UNIT 3 ALABASTER AL 35007 County Shelby - AL

Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007

Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____

Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 57993-02001

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	UG	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$25.65	\$2.78	\$28.43

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
Remove:1-150w HPS Cobrahead Install:1-Acuity 88w LED Area Light on existing Alabama Power Company pole

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. 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 start date of the first monthly billing service period for lighting service under this Agreement. 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.
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Lighting Services Agreement – Illumination
NESC® Non-Governmental



Customer Legal Name CITY OF ALABASTER DBA PS 19 FPL
 Service Address 0 KENT DAIRY RD UNIT B ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 62393-05005

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	91	Flood (pole-mounted)	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$19.12	\$2.88	\$22.00

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
Remove:1-150w HPS Floodlight Install:1-GE 91w LED Floodlight

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
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 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Parking Lot
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 67233-03004

Selected Components				
Qty	Wattage	Type	OH/UG	Description
2	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$33.44	\$5.56	\$39.00

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 Remove:1-400w HPS Floodlight, 1-150w HPS Cobrahead
 Install:2-Acuity 88w LED Area Lights on existing Alabama Power Company poles.

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. 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 start date of the first monthly billing service period for lighting service under this Agreement. 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, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost 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. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
6. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "APC Activity"). 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.
7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service ("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 itself or through a third party perform any part of the activities related to the Installation of APC Assets at the premises (including trenching), 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 Activity related to the Installation and connection of APC Assets can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Damage 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 the APC Activity, 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. encountered during the APC Activity ("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 modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
8. **APC Asset Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the APC Assets, 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 damage to APC Assets caused by anyone other than APC (or an APC contractor or representative). APC will maintain APC Assets and will bear the cost of routine repair or replacement. Customer is responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
9. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **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 Illumination Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service 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 Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
11. **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 and 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), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. 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 Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. 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. Any such assignment without APC's prior written consent will be void and of no effect. 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.

Lighting Services Agreement – Illumination
NESC® Non-Governmental



Customer Legal Name CITY OF ALABASTER DBA _____
 Service Address 124 8TH AVE NW UNIT D ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 35943-04027

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	209	Flood (pole-mounted)	UG	Bronze 4000K

REMOVE

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$29.89	\$6.61	\$36.50

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 Remove:1-400w HPS Floodlight
 Install:1-209w LED Floodlight

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature: <i>REMOVE</i>	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

Reserve

Reserve

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement (“Agreement”) states the agreed terms and conditions upon which Alabama Power Company (“APC”) will provide lighting service and, where APC deems necessary, related electric service (collectively “Service”) to the Customer identified on page 1 of this Agreement (“Customer”). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the “Premises”). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the “APC Assets”) as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. 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.
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7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service (“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.
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10. **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 Illumination Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service 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 Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
11. **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 and 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), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. 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 Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. 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. Any such assignment without APC's prior written consent will be void and of no effect. 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.

Lighting Services Agreement – Illumination
NESC® Non-Governmental



Customer Legal Name CITY OF ALABASTER DBA PS 12 Light
 Service Address 925 INDEPENDENCE DR ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Sewage Treatment
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 53563-03006

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	209	Flood (pole-mounted)	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$29.89	\$6.61	\$36.50

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
Remove:1-400w HPS Floodlight Install:1-209w LED Floodlight

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
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11. **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 and 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), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. 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 Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. 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. Any such assignment without APC's prior written consent will be void and of no effect. 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.

Lighting Services Agreement – Illumination
NESC® Non-Governmental



Customer Legal Name CITY OF ALABASTER DBA PS 33
 Service Address 2300 HIGHWAY 31 S SAGINAW AL 35137 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 29629-08016

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$16.72	\$2.78	\$19.50

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 Remove:1-150w HPS Cobrahead
 Install:1-Acuity 88w LED Area Light

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. 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 start date of the first monthly billing service period for lighting service under this Agreement. 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, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost 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. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
6. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "APC Activity"). 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.
7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service ("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 itself or through a third party perform any part of the activities related to the Installation of APC Assets at the premises (including trenching), 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 Activity related to the Installation and connection of APC Assets can commence.
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 - 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. encountered during the APC Activity ("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 modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
8. **APC Asset Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the APC Assets, 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 damage to APC Assets caused by anyone other than APC (or an APC contractor or representative). APC will maintain APC Assets and will bear the cost of routine repair or replacement. Customer is responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
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Lighting Services Agreement – Illumination
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Customer Legal Name CITY OF ALABASTER DBA PS 34

Service Address 1430 HIGHWAY 31 SAGINAW AL 35137 County Shelby - AL

Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007

Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____

Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 16099-26008

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$16.72	\$2.78	\$19.50

Prepaid Amount	\$0.00
Initial Term	24 months

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Project Notes:
Remove:1-150w HPS Cobrahead Install:1-Acuity 88w LED Area Light

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

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Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
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Lighting Services Agreement – Illumination
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Customer Legal Name CITY OF ALABASTER DBA PS 20
 Service Address 415 OLD HIGHWAY 31 UNIT LFT1 ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 62612-98002

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$23.37	\$2.78	\$26.15

Prepaid Amount	\$0.00
Initial Term	24 months

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Project Notes:
 Remove:1-150w HPS Cobrahead
 Install:1-Acuity 88w LED Area Light

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

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Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
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 - A. **Customer Work.** If APC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the Installation of APC Assets at the premises (including trenching), 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 Activity related to the Installation and connection of APC Assets can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Damage 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 the APC Activity, 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. encountered during the APC Activity ("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 modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
8. **APC Asset Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the APC Assets, 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 damage to APC Assets caused by anyone other than APC (or an APC contractor or representative). APC will maintain APC Assets and will bear the cost of routine repair or replacement. Customer is responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
9. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **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 Illumination Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service 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 Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
11. **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 and 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), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. 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 Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. 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. Any such assignment without APC's prior written consent will be void and of no effect. 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.

Lighting Services Agreement – Illumination
NESC® Non-Governmental



Customer Legal Name CITY OF ALABASTER DBA PS 15
 Service Address 408 NORWICK CIR ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 12901-72003

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$24.56	\$2.78	\$27.34

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 Remove:1-150w HPS Cobra head
 Install:1-Acuity 88w LED Area Light

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. 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 start date of the first monthly billing service period for lighting service under this Agreement. 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, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost 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. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
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Lighting Services Agreement – Illumination
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Customer Legal Name CITY OF ALABASTER DBA PS 03
 Service Address 0 HIGHWAY 11 ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 54930-95001

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$16.72	\$2.78	\$19.50

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 Remove:1-150w HPS Cobrahead Light
 Install:1-Acuity 88w LED Area Light

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

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Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
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Lighting Services Agreement – Illumination
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Customer Legal Name CITY OF ALABASTER DBA PS 30
 Service Address 324 WYNLAKE DR ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 72453-05012

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$18.67	\$2.78	\$21.45

Prepaid Amount	\$0.00
Initial Term	24 months

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Project Notes:
Remove:1-150w HPS Cobrahead Light Install:1-Acuity 88w LED Area Light

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Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. 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 start date of the first monthly billing service period for lighting service under this Agreement. 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, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost 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. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
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7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service ("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 itself or through a third party perform any part of the activities related to the Installation of APC Assets at the premises (including trenching), 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 Activity related to the Installation and connection of APC Assets can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Damage 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 the APC Activity, 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. encountered during the APC Activity ("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 modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
8. **APC Asset Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the APC Assets, 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 damage to APC Assets caused by anyone other than APC (or an APC contractor or representative). APC will maintain APC Assets and will bear the cost of routine repair or replacement. Customer is responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
9. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **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 Illumination Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service 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 Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
11. **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 and 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), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. 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 Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. 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. Any such assignment without APC's prior written consent will be void and of no effect. 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.

Lighting Services Agreement – Illumination
NESC® Non-Governmental



Customer Legal Name CITY OF ALABASTER DBA PS 17
 Service Address 0 KENTWOOD SUB DV ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 36353-06001

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$23.03	\$2.78	\$25.81

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 Remove:1-150w HPS Cobrahead
 Install:1-Acuity 88w LED Area Light

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

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Lighting Services Agreement – Illumination
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Customer Legal Name CITY OF ALABASTER DBA PS 09
 Service Address 0 HIGHWAY 95 HELENA AL 35080 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 31390-75007

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$23.37	\$2.78	\$26.15

Prepaid Amount	\$0.00
Initial Term	24 months

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Project Notes:
Remove:1-150w HPS Cobrahead Install:1-Acuity 88w LED Area Light

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Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
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13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. 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. Any such assignment without APC's prior written consent will be void and of no effect. 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.

Lighting Services Agreement – Illumination
NESC® Non-Governmental



Customer Legal Name CITY OF ALABASTER DBA PS 36
 Service Address 2187 HIGHWAY 87 ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 37830-97006

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$16.72	\$2.78	\$19.50

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
Remove:1-150w HPS Cobrahead Install:1-Acuity 88w LED Area Light

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. 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 start date of the first monthly billing service period for lighting service under this Agreement. 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, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost 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. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing, Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
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7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service ("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.
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 - 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. encountered during the APC Activity ("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 modification or change to the APC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
8. **APC Asset Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the APC Assets, 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 damage to APC Assets caused by anyone other than APC (or an APC contractor or representative). APC will maintain APC Assets and will bear the cost of routine repair or replacement. Customer is responsible for the cost of repairing or replacing any APC Assets damaged or destroyed due to vandalism or willful abuse.
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10. **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 Illumination Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service 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 Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
11. **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 and 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), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
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Lighting Services Agreement – Illumination
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Customer Legal Name CITY OF ALABASTER DBA PS 35
 Service Address 2600 HIGHWAY 87 ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 26731-86002

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$16.72	\$2.78	\$19.50

Prepaid Amount	\$0.00
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Remove:1-150w HPS Cobrahead Install:1-Acuity 88w LED Area Light

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Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

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Lighting Services Agreement – Illumination
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 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 03391-74024

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$16.72	\$2.78	\$19.50

Prepaid Amount	\$0.00
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Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
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TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
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 - D. **Installation Modifications.** APC, at its sole discretion, may remove, relocate or re-position APC Assets to address any Installation issues. Customer is responsible for all cost of Installation modifications requested by Customer.
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9. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying APC if there is a Service interruption. Customer can provide such notice by calling the Business Service Center at 1-888-430-5787.
10. **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 Illumination Service or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or APC Assets choice, the Illumination Service 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 Illumination Service, APC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises.
11. **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 and against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) from any damage or claim for personal or bodily injury (including death), invasion of privacy, trespass, 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 Service, the APC Assets, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Each of the following shall constitute a default: (1) Customer does not pay the entire amount owed within forty-five (45) days of billing or (2) Customer's, or its employees, agents, representatives, negligent, willful or intentional misconduct or violation of any law, regulation, code or ordinance. 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 Service during the remaining Term, remove the APC Assets from the Premises, and seek any other legal or equitable remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and APC Activity and replaces any prior agreement, written or oral. Subject to applicable law, APC may modify the terms of this Agreement by providing thirty (30) days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. 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. Any such assignment without APC's prior written consent will be void and of no effect. 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.

Lighting Services Agreement – Illumination
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Customer Legal Name CITY OF ALABASTER DBA PS 08
 Service Address 2048 KING CHARLES CT ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 94723-01008

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$16.72	\$2.78	\$19.50

Prepaid Amount	\$0.00
Initial Term	24 months

* 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 applicable rate in effect at time of Agreement proposal; actual charges may vary.

Project Notes:
 Remove:1-150w HPS Cobrahead Light
 Install:1-Acuity 88w LED Area Light

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by APC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. APC retains the sole and exclusive right, title and interest in and to all of the APC Assets utilized in connection with the Service. Moreover, APC may remove the APC Assets upon termination of this Agreement. **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 start date of the first monthly billing service period for lighting service under this Agreement. 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, and if applicable subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by billed before Customer's next bill is issued by APC. Applicable taxes included in the Service Cost 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. **Regulated Cost.** During the Term of this Agreement, the actual Regulated Cost will be calculated using the tariffs approved by Alabama Public Service Commission (the "Commission") at the time of billing. Alabama state law and the rules, regulations and applicable rate schedules of APC as may be filed with and regulated by the Commission govern electric service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this Agreement as provided by law. Copies of current rules, regulations and applicable rate schedules are available for viewing on APC's website <http://www.alabamapower.com>.
6. **Premises Activity.** Customer grants APC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the APC Assets, and other tools or equipment in order to install and connect the APC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove APC Assets; (iv) provide electric energy in relation to the Service where APC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "APC Activity"). 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.
7. **Installation.** Customer recognizes that APC may be required to install the APC Assets in order to provide this Service ("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.
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Lighting Services Agreement – Illumination
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Customer Legal Name CITY OF ALABASTER DBA PS 31
 Service Address 100 SHORT DR ALABASTER AL 35007 County Shelby - AL
 Mailing Address 1953 MUNICIPAL WAY SUITE 101 ALABASTER AL 35007
 Email eclark@cityofalabaster.com Tel # 205-664-6840 Alt Tel # _____
 Tax ID# XXX-XX-8002 Business Description Water Supply and Irrigat
 Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 05137-11003

Selected Components				
Qty	Wattage	Type	OH/UG	Description
1	88	Area	OH	Bronze 4000K

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*
\$24.57	\$2.78	\$27.35

Prepaid Amount	\$0.00
Initial Term	24 months

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Project Notes:
Remove:1-150w HPS Cobra Install:1-Acuity 88w LED Area Light

Customer agrees to this Lighting Services Agreement with Alabama Power Company under the attached terms and conditions and authorizes all actions noted on this Agreement. Customer agrees to allow removal of existing APC Assets, and/or Customer owned assets as needed to provide the Service.

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Alabama Power Authorization
Signature:	Signature:
Print Name:	Print Name: Daniel Johnson
Print Title:	Print Title: Lighting Services Representative
Date:	Date:

TERMS and CONDITIONS (*Illumination - Non-Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will provide lighting service and, where APC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). APC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "APC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
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