

The Town Council of Wilsonville met in regular session at City Hall the usual place of holding the same on April 5th, 1965. The meeting was called to order by the Mayor. The following members were present: Mayor Jimmy Morris and Councilmen D. F. Bolton, Reed Smith, W. W. Foster, Lewis Johnson, and N. E. Revis.

The Mayor declared a quorum present and the meeting open for the transaction of business.

Thereupon, on motion duly made and seconded, the following ordinance was unanimously adopted.

ORDINANCE NO. 18

BE IT ORDAINED by the Town Council of Wilsonville as follows:

Section 1. That the Mayor be and is hereby authorized, empowered and directed for and on behalf of the Town, to enter into a contract with Alabama Power Company, a corporation, the terms of which are herein set out and approved by the Town Council, to wit;

STREET LIGHTING CONTRACT

STATE OF ALABAMA

SHELBY COUNTY

THIS CONTRACT, made and entered into this the 5 day of April 1965, by and between Alabama Power Company, a corporation, its successors and assigns, hereinafter called the Company, and the Town of Wilsonville, a municipal corporation, hereinafter called the Municipality.

WITNESSETH:

FIRST: For and in consideration of the mutual agreements herein contained and the amount hereinafter agreed to be paid to the Company by the Municipality, the Company hereby agrees for a period of 5 years from the beginning of service (not later than the \_\_\_\_\_ day of \_\_\_\_\_, 1965) and continuing thereafter from year to year unless terminated by written notice from the Municipality sixty (60) days or more prior to the expiration of the initial period or any subsequent anniversary date of this contract, to furnish and maintain the following equipment together with the necessary electric current for the operation of the same.

For Billing at Part II of Rate F-6 Revised

36	3600 Lumen Mercury Vapor Lamps
14	7000 Lumen Mercury Vapor Lamps

SECOND: The Municipality agrees to take and pay for such service in accordance with the rates and charges prescribed by Rate F-6 Revised, copy of which is attached hereto and made a part hereof, or any revision thereof approved by the Alabama Public Service Commission.

THIRD: The Company further agrees to furnish and the Municipality agrees to take from the Company and pay for such additional street lighting service as the Municipality may need or require during the continuance of this contract at the applicable rates and charges prescribed by the said Rate F-6 Revised for such additional service.

Any additional lamps or other equipment ordered installed by the Municipality shall immediately upon its installation become subject to all the terms and conditions of this contract.

FOURTH: It is further understood and agreed that if after any lamp is once located the Municipality should desire it moved at any time to a different location, the Company, upon receiving all cost and expense of moving such lamp, will move the same to such new location, provided such location is along the existing local distribution lines of the Company.

FIFTH: In the event the Municipality fails to pay the Company for all service rendered under this contract, the Company may, at its option, discontinue such service until further payment is made therefor, with interest thereon, but this contract shall not be otherwise affected. Upon full payment of all sums due hereunder, with interest thereon, service shall be restored by the Company.

SIXTH: It is further agreed that in the event the supply of electric energy should be interrupted or fail be reason of accident, or condition beyond the control of the Company, the Company shall restore the service within a reasonable time and such interruption shall not constitute a breach of this contract, or shall the Company be liable for damages by reason of such interruption or failure. The Municipality agrees to notify the Company promptly at its nearest office of any lamp or lamps not burning, and to allow the Company one working day after said outage has been officially reported to the Company in which to restore said lamps to service, a working day for this purpose being considered as the time between 10:00 a.m. and dusk of any day other than a Sunday or a holiday. Should the Company fail to restore any lamp to service within such time, the Municipality shall be given pro rata credit against the lamp charges for the time such lamp or lamps were out after such working day. In no case shall any allowance be made for any time that a lamp shall fail to burn prior to the receipt of official notice of such outage from the Municipality or before the lapse of one working day after such notice shall have been received.

SEVENTH: Whatever in this contract either the Municipality or the Company is named, or referred to, it shall be deemed to include the respective successor, successors, or assigns of either, and all rights, privileges and obligations herein contained by or on behalf of the Municipality, or by or on behalf of the Company, shall bind and inure to the benefit of the respective successor, successors, or assigns, of the Municipality or of the Company, whether so expressed or not.

EIGHTH: A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

NINTH: This contract supersedes and cancels all previous agreements between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, Alabama Power Company has caused this contract to be executed in its name by \_\_\_\_\_, as its Vice-President, and attested by \_\_\_\_\_, its Secretary, and its corporate seal to be hereunto affixed; and the Municipality has caused this contract to be executed in its name and its corporate seal to be hereunto affixed by its Mayor and attested by its Town Clerk on the day and year first above written, in duplicate.

ALABAMA POWER COMPANY,

By \_\_\_\_\_  
Its Vice-President

ATTEST:

\_\_\_\_\_  
Secretary

TOWN OF WILSONVILLE

By s/ Jimmy Morris  
Mayor

ATTEST:

s/ J. I. Vardaman  
Clerk

ALABAMA POWER COMPANY

RATE "F-5"--REVISED  
PUBLIC STREET & HIGHWAY LIGHTING

AVAILABILITY

Available to any municipality in which the Company operates the local electric distribution system or to the State of Alabama for service along any highway adjacent to an electric distribution system of the Company.

APPLICABILITY

Applicable to all series or multiple street or highway illumination, including ornamental and whiteway lighting. Service hereunder shall be subject to the additional terms, conditions and adjustment set forth in Special Rules and Regulations of the Company governing application of this rate.

CHARACTER OF SERVICE

Dusk to dawn service is covered by the charges set forth below, which also cover initial installation of overhead lines, standard street lighting fixtures of center span, mast arm or bracket types, and maintenance and lamp renewals; subject, however, to the additional terms, conditions and charges set forth in Special Rules and Regulations of the Company governing the application of this rate. The minimum rating of lamps served shall be 2,500 lumens.

ANNUAL RATE

PART I--Applicable to Installations as of March 20, 1962

Circuit Charges

- 1.80 cents per foot of actual pole line supporting overhead highway lighting circuits required for service to the State of Alabama; plus
- 1.32 cents per foot of actual pole line supporting overhead street lighting circuits required for service to any municipality;
- 9.0 cents per foot of underground cable owned and maintained by the Company when the cable is not under pavement;
- 15.0 cents per foot of such underground cable when the cable is under pavement; plus
- \$14.40 per photo electric or other separate control unit, when used in lieu of circuit extension; plus

Lamp Charges:

	Charge per Lamp	
	First 50,000 Lumens Total Connected	Over 50,000 Lumens Total Connected
2,500 Lumen incandescent	\$ 15.00	\$ 13.20
4,000 Lumen incandescent	24.00	18.00
6,000 Lumen incandescent	36.00	25.20
10,000 Lumen incandescent	60.00	36.00
20,000 Lumen Mercury Vapor	108.00	70.20

The first 50,000 lumen total connected shall be determined in order of ascending lamp ratings to the actual portion of a lamp.

Part II A.--Applicable to Installations as of Decemoer 1, 1964

Size and Type	Total Charge per Lamp	
	Street Lighting Equipment	
	Owned and Maintained By	
	*Company	Customer
2,500 Lumen incandescent	\$ 18.00	\$13.80
4,000 Lumen incandescent	22.80	18.60
6,000 Lumen incandescent	30.00	25.80
10,000 Lumen incandescent	40.80	36.60

Part II B.--Applicable to Installations after December 1, 1964

	Total Charge per Lamp	
	Street Lighting Equipment	
	Owned and Maintained By	
	*Company	Customer
3,600 Lumen Mercury vapor	24.00	16.80
7,000 Lumen Mercury vapor	39.00	25.32
11,000 Lumen Mercury vapor	45.00	29.28
20,000 Lumen Mercury vapor	72.00	46.80
37,000 Lumen Mercury vapor	105.00	68.28
55,000 Lumen Mercury vapor	126.00	81.96

#### PAYMENT

Bills for service rendered hereunder are payable within ten (10) days from due date, and if not paid within such period become delinquent and subject to charges set forth in the Company's Rules and Regulations.

#### CONTRACT PERIOD

Contracts for service under this Rate shall be for a minimum period of five (5) years and thereafter extended from year to year unless terminated by written notice from the consumer sixty (60) days or more prior to the expiration of the initial period of any subsequent anniversary date of the contract. Service under this rate is subject to rules and regulations approved or prescribed by Alabama Public Service Commission.

#### LOCAL TAX PROVISIONS

In the event any privilege, license occupational or other similar tax is imposed upon the Company subsequent to January 1, 1955, by or pursuant to a local act of the Alabama Legislature, or by or pursuant to a general act of such Legislature having local application, or under or pursuant to any authority granted by, or in any such act, and such tax is limited to an area or territory (hereinafter call local area) less than the entire State of Alabama, there shall be added to the rates and charges stated in this and the Company's other standard rate schedules amounts which in the aggregate for the Company's Customers or Consumers in such local area shall be equal to the amount of any such tax imposed upon the Company. The Company shall, so long as any such tax is in effect, add to the bills of its Customers in such local area pro rata, on the basis of the revenue derived by the Company from each such Customer, an amount sufficient to recover any such tax or taxes.

I, J. I. Vardaman, hereby certify that I am Clerk of the Town of Wilsonville, that I have in my possession the books and records of such municipality, including the minute book in which are recorded the minutes of the meetings of the Council thereof, and that the foregoing is a true and correct copy of an ordinance of such Council which was duly and legally adopted by it on the 5 day of April, 1965, and that such Ordinance has been duly recorded in the ordinance book kept for that purpose by such municipality.

IN WITNESS WHEREOF, I hereunto affix my signature as Clerk of such municipality, and the seal thereof, on this the 5 day of April, 1965.

s/ J. I. Vardaman, Clerk

Section 2.. BE IT FURTHER ORDAINED that the Mayor is hereby authorized, empowered and directed to execute the foregoing contract in duplicate, in the name and on behalf of the Town, and to fix the corporate seal of the Town thereto, and when the same is executed by Alabama Power Company in duplicate, the Mayor shall deliver one copy of the executed contract to Alabama Power Company and retain the other copy.

On motion, the Council then adjourned.

s/ Jimmy Morris, Mayor

s/ J. I. Vardaman, Clerk