

# TEMPORARY PRIVATE PRUNING AGREEMENT

## PROPERTY OWNER/HOMEOWNER'S ASSOCIATION ("HOA") INFORMATION

Name

APCO Acct.#:

Contact Person:

Street Address:

City:

State

Zip code:

Daytime Phone:

Other:

Email Address:

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## PRIVATE PRUNING REQUIREMENTS

Required Completion Date:

Minimum Required Clearance:

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Whereas, Property Owner/HOA acknowledges that Alabama Power Company (the Company) by virtue of an easement or franchise (in either case referred to as "easement") has the legal right from time to time to cut, prune, clear and keep clear, or trim all trees, Imdergrowth, and vegetation inside its electrical easement on Property Owner's/HOA's property that may interfere with or endanger its power lines, and the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning, or dangerous trees or limbs outside of the easement that the Company in its sole opinion may now or hereafter determine to endanger, interfere with or fall upon the overhead facilities of Company (collectively "clearing rights"); and

Whereas, Property Owner/HOA desires to use its own tree contractor to cut, prune, keep clear, or trim the trees and vegetation inside or around the Company's easement that may interfere with or endanger the Company's power lines and equipment; and

Whereas, the Company is willing to temporarily forbear or refrain from exercising its clearing rights on the Property Owner's/HOA's property as aforesaid upon condition that the Property Owner/HOA will do so by making satisfactory arrangements with a competent and qualified tree contractor to safely perform the work in accordance with the Company's specifications for its clearing rights.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

- The Company shall temporarily refrain from exercising its clearing rights, and Property Owner/HOA shall hire a competent and qualified tree contractor from an Alabama Power Company-approved list of tree contractors to timely and safely prune, trim, or cut trees near the Company's power lines that are situated on Property Owner's/HOA's property.
- The contractor hired by Property Owner/HOA to perform the trimming work shall have the following insurance in force and effect to cover the work performed:
  - A. Commercial General Liability \$1,000,000 each occurrence
  - B. Business Auto Liability \$1,000,000 each occurrence
  - C. Workers Compensation \$1,000,000 per person  
Employers Liability
  - D. Excess Liability \$4,000,000 each occurrence  
(Excess Liability to supplement  
A, B and Employer's Liability of C above)

Prior to the commencement of the work Property Owner/HOA shall have their contractor provide a current insurance certificate to Alabama Power Company which shows contractor's current insurance coverage.

- Property Owner/HOA shall first obtain all required permits for said work at Property Owner's/HOA's expense.
- Property Owner/HOA shall inform their contractor of the minimum required clearances and the completion date of the work (see above).
- This agreement shall expire upon the earlier of the completion of the work, or the completion date set forth in this agreement. Property Owner/HOA agrees to contact Alabama Power Company Vegetation Management (1-800-245-2244) to request a one-time 30-day extension of the completion date, if necessary. Upon completion of the work, Property Owner/HOA shall contact Alabama Power Company Vegetation Management in order to schedule a final inspection of the work. If the work is not completed satisfactorily, or on time, then the Company may proceed to exercise its clearing rights as the Company, in its sole discretion, deems desirable consistent with its easement or franchise rights.
- Any inspection performed by the Company, or its assigns, shall be done not to control or supervise the manner and method of the work performed by Property Owner's/HOA's contractor, but to ensure compliance with the trimming and vegetation management specifications as required by the Company.
- Property Owner/HOA acknowledges that neither Property Owner/HOA nor its contractor is an agent, servant, employee, or contractor of the Company, and that Property Owner/HOA and its contractor are totally independent of the Company in performance of the work.

- Property Owner/HOA acknowledges that this temporary pruning agreement shall not impair or otherwise modify in any way any rights that the Company may possess in any electrical easement, right of way, or franchise on or around Property Owner's/HOA's property.
- Property Owner/HOA shall defend, indemnify and hold harmless the Company from and against any and all claims, demands, or lawsuits made or filed against the Company for damages, injuries (including death), costs, and expenses, including attorney's fees, and for damage to the Company's facilities arising out of the work performed by the Property Owner/HOA or its contractor pursuant to this agreement.
- Property Owner/HOA shall advise, inform, warn, or otherwise communicate with its contractor regarding the requirements of the law for the performance of work in close proximity to overhead energized power lines; and in particular, the requirements of *Ala. Code. §37-8-52* (the 6-foot law). (See attached pamphlet).
- Property Owner/HOA shall not assign or transfer this agreement without express written permission from the Company.
- The person signing below represents and warrants that he or she is the owner of the property affected by this agreement or that he or she is authorized by the Property Owner/HOA to execute and deliver this agreement.

**DESCRIPTION OF TREE(S)/COMMENTS:**

WITNESS/ATTEST:

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**Property Owner/Homeowner's Association**

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(print name)*

Its:

WITNESS/ATTEST:

\_\_\_\_\_

**Alabama Power Company**

By:

\_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(print name)*

Its: