

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Habersham County pre-application for grant funds from Land & Water Conservation Fund through Georgia Department of Natural Resources Division to improve lighting at Habersham County Parks and Recreation fields.

DATE: September 10, 2026

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

☐ **OTHER**

FEDERAL FUNDING - \$420,535.57

MATCH AMOUNT (HABERSHAM COUNTY CASH MATCH) - \$420,535.57

TOTAL PROJECT - \$841,071.14

COMMISSION ACTION REQUESTED ON: September 21, 2026

PURPOSE: To approve County pre-application for Land & Water Conservation Fund Grant Program through the Georgia Department of Natural Resources.

BACKGROUND / HISTORY: Habersham County's outdoor lighting control system for its recreation fields was installed in the early 2000s and is outdated. Modern systems allow for the ability to control lights remotely, which results in considerable cost savings both in terms of wasted electricity costs and personnel costs. In the case of Habersham County, one estimate found that the old control system alone may cost the County up to **\$15,000** annually.

In addition to improving the control system, the ballfield lighting for all but two of the fields is currently metal halide lighting, which is considerably less efficient than modern LED lighting. Various academic studies all indicate significant cost savings (up to 80%) when lighting is upgraded from metal halide to LED, with savings stemming from lower maintenance costs (less frequent changing of burnt-out bulbs) and lower energy usage by LED lights.

The fields' lighting is also currently substandard in terms of brightness, according to national standards for ballfield lighting. In addition to a lower-quality playing experience, substandard lighting creates a higher safety risk for Habersham County's recreation league players, including those on youth sports teams.

For the purpose of updating the ballfield lighting and controls for four high priority sets of recreational ballfields, we propose to apply for the federal Land and Water Conservation Fund Grant Program, which funds projects related to improving outdoor recreation, through the Georgia Department of Natural Resources. We received a lighting and controls replacement quote from Georgia Power,

estimating that retrofitting and replacing controls for the relevant fields would cost **\$841,071.14**. In order to submit the pre-application for LWCF grant funding, the Habersham County Board of Commissioners must sign a resolution committing to a **50 percent** match, or **\$420,535.57**, in the case that the pre-application is successful and the project is approved. **Both parcels of land impacted (Parcel ID 105 022 and Parcel ID 105 001) must be kept available for outdoor recreation in perpetuity**, with the exception of existing construction on the property. Parcel ID 105 001 is already designated for outdoor recreation under a previous LWCF project, so there would be no change to this parcel, only to Parcel ID 105 022.

FACTS AND ISSUES:

- a. If the pre-application is successful, Habersham County will attend application workshops with Georgia Department of Natural Resources to create a formal federal application for National Park Service review.
 - b. If the project receives final National Park Service approval, funding is expected to occur in fall 2027.
 - c. If the project is selected, the entire “South parcel” (Parcel ID 105 022) must be kept available for outdoor recreation in perpetuity.
 - d. The “North parcel” (Parcel ID 105 001) is required to be kept availability for outdoor recreation in perpetuity as well but already has this designation due to a past LWCF project.
 - e. If selected for federal funding, Habersham County would provide cash matching of \$420,535.57 for the project.
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OPTIONS:

- 1) Approve the Land and Water Conservation Fund ballfield lighting grant pre-application to be submitted to Georgia Department of Natural Resources and resolve to commit to **50 percent** match, or **\$420,535.57** in the case that the grant pre-application is successful.
 - 2) Deny the grant pre-application.
 - 3) Commission defined alternative.
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RECOMMENDED SAMPLE MOTION: Move to approve the Land and Water Conservation Fund ballfield lighting controls grant pre-application to be submitted to Georgia Department of Natural Resources and resolve to commit to 50 percent match if the pre-application is successful.

DEPARTMENT:

Prepared by: Katherine DeVane

Director _____

ADMINISTRATIVE

COMMENTS:_____

_____ **DATE:**_____

County Manager

RESOLUTION

STATE OF GEORGIA

COUNTY OF HABERSHAM

WHEREAS, at the *regular meeting* of *Habersham* County, Georgia, held on September 21, 2026, a motion was made and duly seconded that *Habersham County* agrees to submit a pre-application for funding from the Land and Water Conservation Fund. *Habersham County* further agrees that in the event *Habersham County's* pre-application is recommended for funding by the Department of Natural Resources, the *Habersham County* certifies and assures that it has the **ability** and **intention** to finance their **50 percent** of the total project cost **(\$420,535.57)** and will move forward with due diligence to prepare, or have prepared, appropriate documentation required for a formal LWCF application.

PROJECT SPONSOR

BY: _____
(Official Authorized to Sign)

(Signatures of Council/Commission, if required)

[Hab County Letterhead]

September 21, 2026

Georgia Department of Natural Resources
2 Martin Luther King Jr. Drive, SE, Suite 1252
Atlanta, GA 30334

**RE: Grant Application for Habersham County Ballfield Lighting Improvements –
Request of \$420,535.57**

Dear Georgia Department of Natural Resources Grant Review Committee,

Enclosed is the grant proposal from Habersham County requesting \$420,535.57 in support of Habersham County Ballfield Lighting Improvements. This project will retrofit old lighting and improve control systems which will reduce wasted taxpayer dollars and county outlays in terms of electrical costs and manpower. The project will also bring substandard nighttime lighting at Habersham County recreational ballfields up to current standards, improving safety and quality of experience for youth and other recreational leagues.

The enclosed application package includes the following items for your review:

- Project narrative;
- Project budget and supporting quotes;
- Boundary and location maps;
- Habersham County Board of Commissioners Resolution dated 9/21/26; and
- Other supporting documents.

We believe this project directly aligns with the Georgia Department of Natural Resources' SCORP goal to improve outdoor recreation opportunities and the sustainability thereof for Georgians. We welcome the opportunity to answer any questions or provide additional details you may need during your review process.

Thank you for your time and dedication to supporting outdoor recreation in Georgia...

Sincerely,

Bruce Harkness
Chairman
Habersham County Board of Commissioners

Project Narrative

HABERSHAM PARKS AND RECREATION BALLFIELD LIGHTING IMPROVEMENTS in Habersham County

Background

Habersham County officially opened its various recreation fields between 2001 and 2003. The recreation complex includes several different sets of fields for numerous types of recreation. Diamond Memorial Park includes a four-field complex of baseball diamonds with a press box viewing the four main ball fields from a "home plate/bird's eye" point of view, as well as concessions/restrooms, two additional ball fields for t-ball/coach pitch, batting cages and a playground. Additional outdoor recreation facilities include another baseball/softball fourplex of fields, four soccer fields, pickleball and tennis courts, open green space and more restroom facilities. Habersham County is a growing community, and the fields see thousands of people engaging in active recreation annually, as it is the location for extensive County athletic seasons throughout the year including Rapids Futbol Club, Habersham Little League, Habersham County Church Softball League, and more.

The current lighting control system for the Habersham County active recreation fields was installed in the early 2000s and is inefficient and outdated in numerous ways, presented below in the "Need" section. In addition, current metal halide lighting is outdated, provides substandard lighting for players and may come with elevated safety risks at certain locations on the fields.

Need

The Habersham Parks and Recreation Ballfield Lighting Improvements project proposes replacing outdated metal halide lighting with LED panels and installing a corresponding lighting control system, all to ensure nighttime use of the fields is safe and accessible to the Habersham County public as well as those visiting as part of travel ball leagues. The project would save taxpayer dollars on excess electricity usage and staffing, improve electricity tracking, minimize light pollution, and ameliorate substandard lighting

quality and consistency for active recreation participants, all of which would improve sustainability for Habersham County's active outdoor recreation for years to come.

Efficiency and control. Existing lighting controls were installed between 2001 and 2003 and pose the following challenges related to efficiency and sustainability:

- *Overlapping controls.* Some fields' controls overlap, such that if one field is in use, portions of two fields' lights must be on. This redundant lighting results in wasted resources and excess light pollution.
- *Manual Operation.* Lighting controls must be operated manually, requiring Habersham County to schedule employees to either remain on site late or return to the site after games or recreation events are completed. This has resulted in extra costs for the County from lights being left on after games and practices have ended. Lights are sometimes left on overnight.
- *Costs due to lighting controls.* The Parks and Recreation team provided conservative estimates that these two factors combine to cost Habersham County taxpayers about **\$15,168** per year. (See calculations provided in the supporting documents of this pre-application.)

Outdated, high-expense metal halide lighting. The current metal halide fixtures used by Habersham County are far less efficient than modern LED lighting. Research has shown that using LED sports lighting can provide considerable reductions in overall energy usage and overall maintenance costs when compared to metal halide lighting.¹ Habersham County could save considerable taxpayer dollars by retrofitting the outdated metal halide fixtures.

Lighting standards. The process of retrofitting existing athletic field lighting to facilitate changeover from metal halide lighting to LED lighting will also improve

¹ See, e.g., Fantozzi, F., Leccese, F., Salvadori, G., Rocca, M., & Garofalo, M. (2016). LED Lighting for Indoor Sports Facilities: Can Its Use Be Considered as Sustainable Solution from a Techno-Economic Standpoint? *Sustainability*, 8(7), 618. <https://doi.org/10.3390/su8070618>; Hermoso-Orzáez M, Rojas-Sola J, Gago-Calderón A. Electrical consequences of large-scale replacement of metal halide by LED luminaires. *Lighting Research & Technology*. 2018;50(2):282-293. doi:10.1177/1477153516645647; Orejón-Sánchez, R. D., Hermoso-Orzáez, M. J., & Gago-Calderón, A. (2020). LED Lighting Installations in Professional Stadiums: Energy Efficiency, Visual Comfort, and Requirements of 4K TV Broadcast. *Sustainability*, 12(18), 7684. <https://doi.org/10.3390/su12187684>

lighting quality and safety. Recent measurement of foot candles on some of the Habersham County Parks and Recreation ballfields demonstrated that though footcandle levels were appropriate for infield lighting on the relevant baseball fields, lighting levels were considerably below outfield standard of 30 footcandles for all baseball fields, with levels ranging from 10.5 to 22.8 footcandles (see figure, below).

<i>Standard for baseball</i>	<i>Recreational 20 fc for infields</i>	<i>Recreational 30 fc for outfields</i>
AC1	25.6	10.5
AC2	25.2	10.7
AC3	23.3	22.8
AC4	21.2	13.1

The proposed LED lighting installation would include calibrating lighting to meet current foot candle standards on the various Habersham County fields, ensuring adequate nighttime sightlines, improving recreation participants' visibility, and reducing safety risks.

Request

Habersham County respectfully requests **\$420,535.57** in grant funds to retrofit current lighting from metal halides to LEDs and to replace the existing lighting control system for the relevant fields, including a two fourplexes of recreational baseball/softball fields as well as two sets of recreational soccer fields (four soccer fields total).

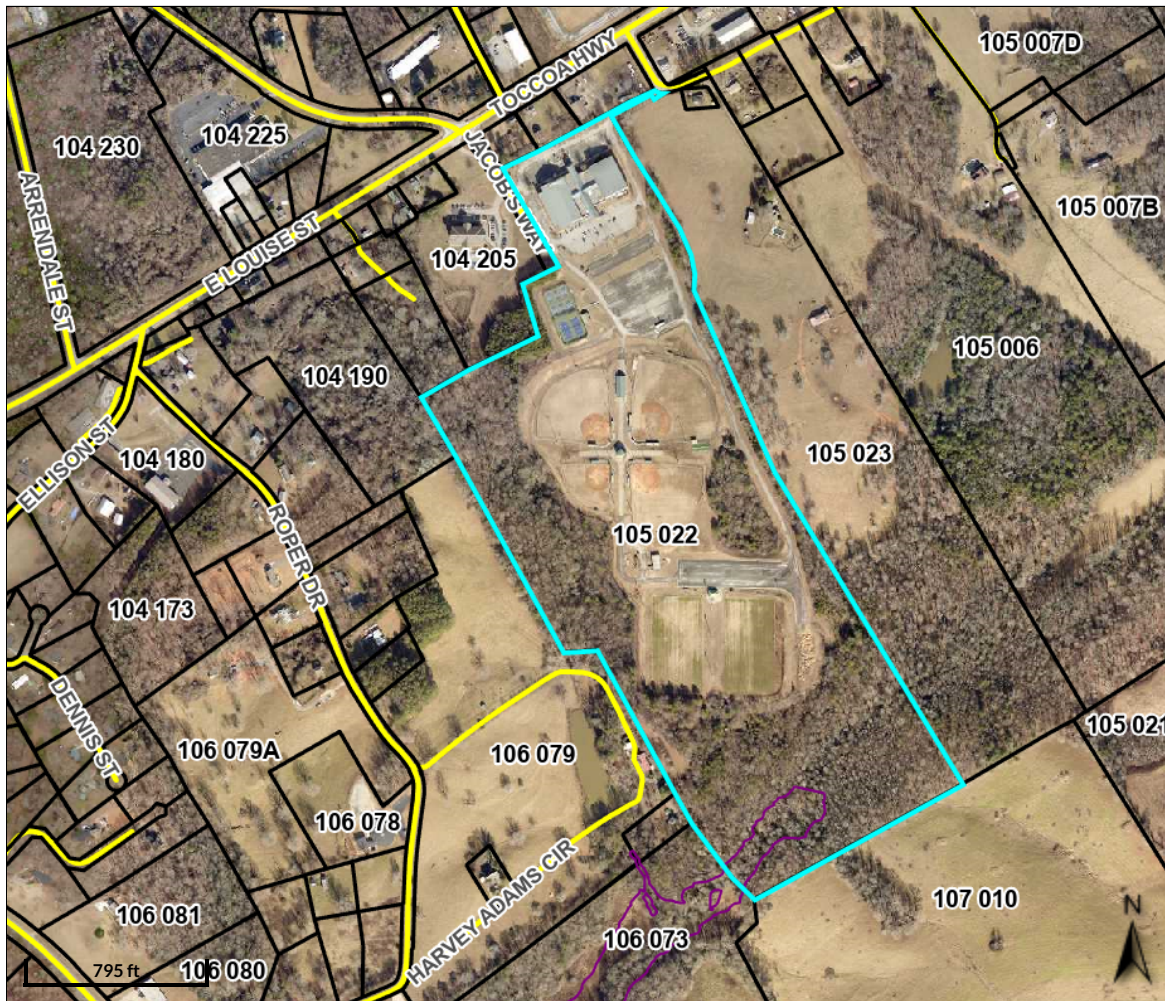
Summary

With improved controls and modern LED panels, Habersham County anticipates lowered environmental impact as well as reduced cost to taxpayers due to lower staffing needs and improved energy efficiency. Additionally, new LED lighting will be designed to meet current standards for foot candles on all fields, resulting in improved visibility and safety for players. These improvements will enhance future sustainability for the various outdoor recreation activities that take place on Habersham County's athletic fields.

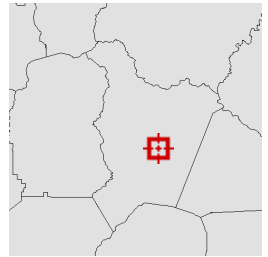
"South Parcel"



Habersham County, GA



Overview



Legend

- Parcels
- Roads
- Flood Map

Parcel ID	105 022	Alternate ID	403954	Owner Address	HABERSHAM COUNTY
Sec/Twp/Rng	n/a	Class	Exempt		130 JACOBS WAY
Property Address	TOCCOA HW	Acreage	71.83		SUITE 301
					CLARKESVILLE, GA 30523

District COUNTY
Brief Tax Description 12-21 TRACT 1 PB 42-64 377-381
(Note: Not to be used on legal documents)

Flood Map Disclaimer: The data shown is provided as a reference only and does not imply accuracy with regard to horizontal or vertical location. This data is not to be employed to determine any base flood elevations for National Flood Insurance.

FEMA provides access to the National Flood Hazard Layer (NFHL) through web mapping services. The NFHL is a computer database that contains FEMA's flood hazard map data. The simplest way for you to access the flood hazard data, including the NFHL, is through [FEMA's Map Service Center \(MSC\)](#). If you want to explore the current digital effective flood hazard data in a map, the best tool to use is the [NFHL Viewer](#). From the NFHL Viewer, you may view, download, and print flood maps for your location

Date created: 9/8/2026

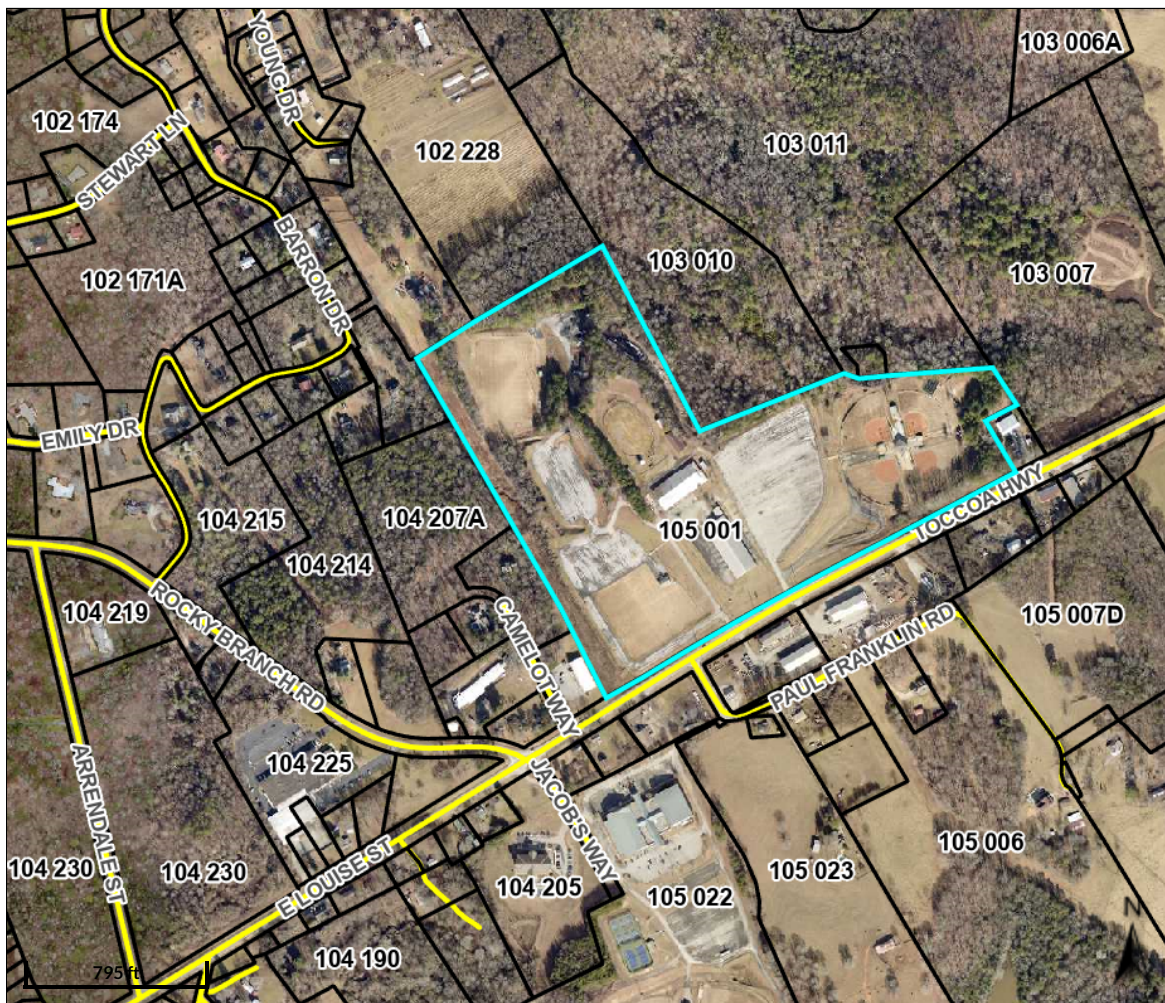
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Developed by SCHNEIDER
GEOSPATIAL

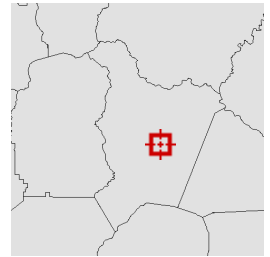
"North Parcel"



Habersham County, GA



Overview



Legend

- Parcels
- Roads
- Flood Map

Parcel ID	105 001	Alternate ID	403904	Owner Address	HABERSHAM COUNTY
Sec/Twp/Rng	n/a	Class	Exempt		130 JACOBS WAY
Property Address	TOCCOA HW	Acreage	50.85		SUITE 301
					CLARKESVILLE, GA 30523

District COUNTY
Brief Tax Description 5 FAIRGROUNDS 218-350
(Note: Not to be used on legal documents)

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Date created: 9/8/2026

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Developed by SCHNEIDER
GEOSPATIAL

Supporting calculations: Cost of wasted lights and manual light operation

<u>Estimated Cost of Wasted Lights</u>		(Based on the \$25/hour on our Fee Schedule and Conservative Burn Times)					
		<u>Unused Hours Lit</u>	<u>Events per Week</u>	<u>Number of Weeks</u>	<u>Times # of Fields</u>	<u>Total Hours</u>	<u>Cost</u>
Diamond Memorial	Spring	0.5	3	13	4	78	\$ 1,950.00
4 Fields	Fall	0.5	3	13	4	78	\$ 1,950.00
Fairgrounds	Spring	0.5	3	12	2	36	\$ 900.00
2 Fields	Fall	0.5	3	12	2	36	\$ 900.00
Aquatic Center	Spring	0.5	3	13	4	78	\$ 1,950.00
4 Fields	Fall	0.5	3	13	4	78	\$ 1,950.00
Aquatic Center Soccer	Spring	0.5	3	12	2	36	\$ 900.00
2 Fields	Fall	0.5	3	12	2	36	\$ 900.00
	All Weekend	40	1	2	2	80	\$ 2,000.00
Total Wastage:							\$ 13,400.00
<u>Estimated Cost of Manually Operating Lights</u>		(Based on the Rec Assistant's \$13/hr.)					
34 weeks. Nothing in Jan., half of Feb. June, July, half of Nov., Dec. (Mon-Tu-Th-Fr)		1	4	34	n/a	136	\$ 1,768.00
Total Cost:							\$ 15,168.00

Cost estimates**As provided by Georgia Power September 2026****Project Title:** Habersham County Ballfield Lighting Improvements**Park Name:** Ruby C. Fulbright Park, Habersham County, Georgia

Category	# of units	Price per unit	Total
Ballfield lighting, including retrofitting and controls Zone 3	1	\$191,541.07	\$191,541.07
Ballfield lighting, including retrofitting and controls Zone 4	1	\$65,221.87	\$65,221.87
Ballfield lighting, including retrofitting and controls Zone 6	1	\$286,164.90	\$286,164.90
Ballfield lighting, including retrofitting and controls Zone 7	1	\$298,154.10	\$298,154.10
Total project cost			\$841,071.14
Grant request			\$420,535.57
Match:			
Cash match		\$420,535.57	
Total match			\$420,535.57

Zones as quoted by Georgia Power



2294 Skelton Rd
Gainesville, GA 30504

September 4, 2026

Kathrine DeVane
Habersham County Sports Lighting
4325 Toccoa Hwy
Clarksville, GA 30523



Thank you for the opportunity for Georgia Power Company to provide a site lighting proposal.

Georgia Power Company proposes the following:

Straight Sale of Metered Site Lighting. ZONE 3

- Remove customer lighting fixtures
- Install (76) 700-watt Sports Lighting LED Fixtures



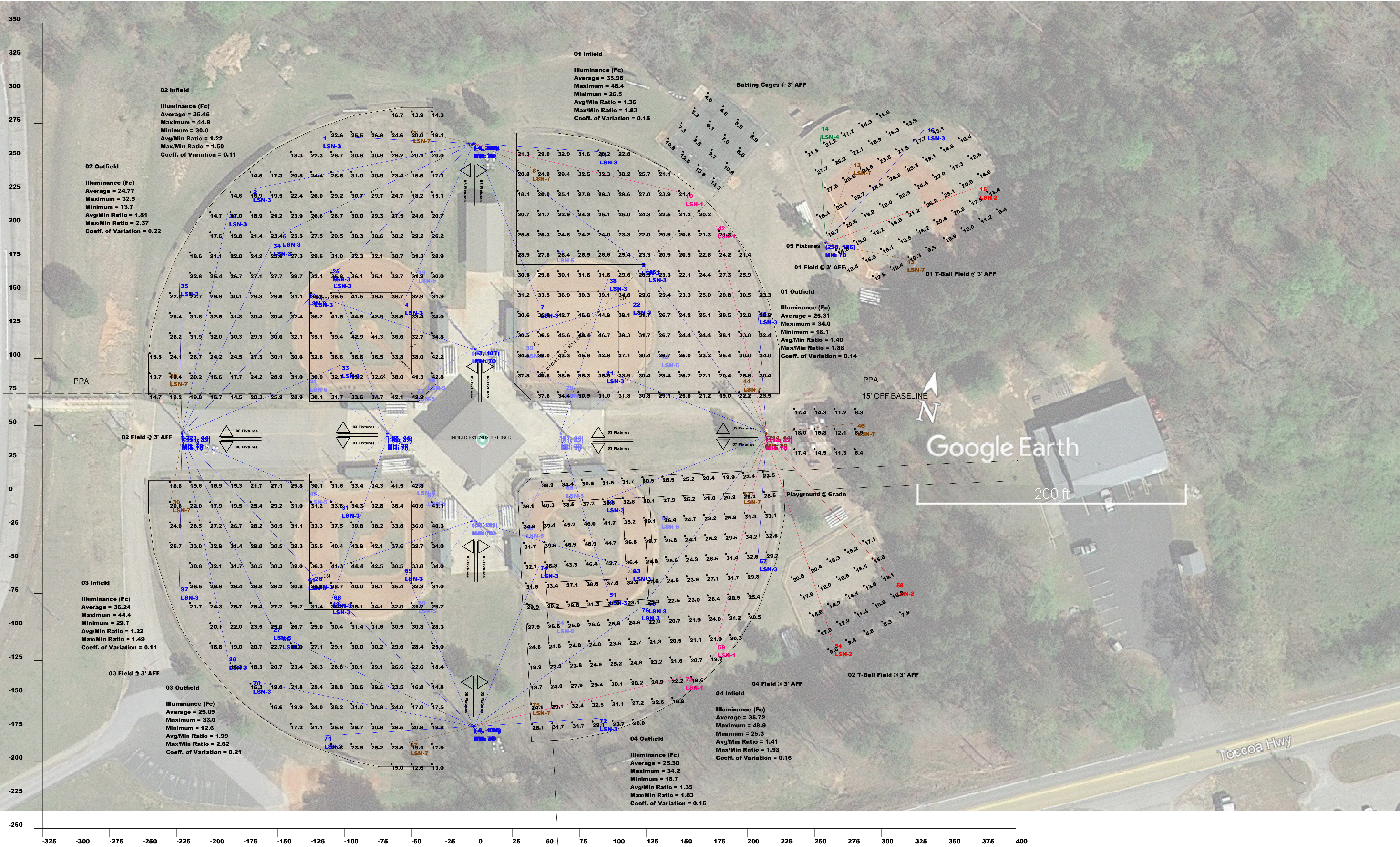
The Straight Sale price for this lighting system will be \$191,541.07. All the electricity used by the lights will be billed separately.

Georgia Power will warranty this lighting system for a period of (1) year.

Please inform me of your decision and I will prepare the appropriate paperwork. This proposal is valid for (60) days from the above date.

Sincerely,

Ben Jones
404-764-9823 - Cell



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Description	Luminaire Watts	Luminaire Lumens	Total Watts
	4	LSN-1	Single	0.920	EPH-LS-08-0680N-57-70-1S-HEG	724.3	99622	2897.2
	3	LSN-2	Single	0.920	EPH-LS-08-0680N-57-70-2S-HEG	703.3	106526	2109.9
	41	LSN-3	Single	0.920	EPH-LS-08-0680N-57-70-3S-HEG	697.2	108649	28585.201
	1	LSN-4	Single	0.920	EPH-LS-08-0680N-57-70-4S-HEG	697.2	109784	697.2
	16	LSN-5	Single	0.920	EPH-LS-08-0680N-57-70-5S-HEG	697.2	110013	11155.2
	11	LSN-7	Single	0.920	EPH-LS-08-0680N-57-70-7F-HEG	697.2	101290	7669.2

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
01 T-Ball Field @ 3' AFF	Illuminance	Fc	18.24	27.7	9.4	1.94	2.95
02 T-Ball Field @ 3' AFF	Illuminance	Fc	13.98	20.6	7.8	1.79	2.64
Batting Cages @ 3' AFF	Illuminance	Fc	8.43	14.3	4.0	2.11	3.58
Playground @ Grade	Illuminance	Fc	13.09	18.0	8.3	1.58	2.17
01 Infield	Illuminance	Fc	35.98	48.4	26.5	1.36	1.83
01 Outfield	Illuminance	Fc	25.31	34.0	18.1	1.40	1.88
02 Infield	Illuminance	Fc	36.46	44.9	30.0	1.22	1.50
02 Outfield	Illuminance	Fc	24.77	32.5	13.7	1.81	2.37
03 Infield	Illuminance	Fc	36.24	44.4	29.7	1.22	1.49
03 Outfield	Illuminance	Fc	25.09	33.0	12.6	1.99	2.62
04 Infield	Illuminance	Fc	35.72	48.9	25.3	1.41	1.93
04 Outfield	Illuminance	Fc	25.30	34.2	18.7	1.35	1.83

Lighting Services NEC® Straight Sale Sports Lighting (Governmental)



Project # LP151349

Customer Legal Name _____ DBA _____
Service Address _____ County _____
Mailing Address _____
Email kdevane@habershamga.com Tel # 706-839-0223 Alt Tel # _____
Tax ID# _____ Business Description Commercial
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? _____

GPC Payment / Maintenance Explanation

- 1) Are Poles Included: ☐ Yes ☒ No
2) Wiring Included: ☐ Hand Hole to Light ☐ Other ☒ None
3) Control Device: ☐ Photocell(s) ☐ Timer(s) ☐ Switch(es) ☐ Other (Note Below)
4) Other Maintenance Explanation: ☐ Other (Note Below)
5) Payment Terms: ☐ Prepayment ☒ Payment Upon Completion
6) Maintenance Term in months: 12

Selected Components

Action	Qty	Wattage	Type	Description	
Install	4	720	LED	Sports Lighting	
Install	3	700	LED	Sports Lighting	
Install	41	700	LED	Sports Lighting	
Install	1	700	LED	Sports Lighting	
Install	16	700	LED	Sports Lighting	
Install	11	700	LED	Sports Lighting	
				Total (\$)	\$191,541.07

Project Notes:

Customer agrees to purchase from Georgia Power Company the outdoor lighting equipment identified above (the "Equipment"). This agreement is effective as of the date when signed by both Parties and includes the attached terms and conditions. Customer also agrees to allow removal of existing equipment. Yes ☒ N/A ☐

Type	Customer	Tariff	Content
NEC	Gov	Metered	N/A

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

Customer Authorization

Signature _____
Print Name _____

Georgia Power Authorization

Signature _____
Print Name Benjamin Jones

**Lighting Services NEC® Straight Sale Sports
Lighting
(Governmental)**



Project # LP151349

Print Title _____
Date _____

Print Title _____
Date _____

Account Exec _____

TERMS and CONDITIONS (*Lighting Straight Sale – Governmental*)

1. **Agreement Scope.** These Terms and Conditions incorporate by reference the terms set forth in the attached transaction overview (the “**Transaction Overview**”), which collectively constitute the Lighting Straight Sale Agreement (the “**Agreement**”). The Agreement establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will sell the Lighting Equipment described in the Transaction Overview to Customer at the Service Address (the “**Premises**”). The Lighting Equipment will include all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting through the listed fixtures, unless expressly noted in the Project Notes of the Transaction Overview (collectively, the “**Equipment**”). GPC and Customer are each a “**Party**” and collectively, the “**Parties**.” The Parties may exchange counterparts of the Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes.
2. **Title and Risk of Loss.** Risk of loss for the Equipment transfers to Customer when GPC completes start-up and operational testing of the Equipment (“**Completion Date**”). Any claim against GPC for non-delivery or shortage in delivery must be made in writing to GPC within 30 days after the Completion Date. Title to the Equipment will transfer to Customer only upon GPC’s receipt of full payment in accordance with this Agreement. **GPC 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. **Payment.** GPC will invoice Customer after the Completion Date. Customer agrees to pay the total amount within 45 days of the invoice. Customer also agrees to pay a 1.5% late fee on any unpaid balance outstanding past the due date. **GPC 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.**
4. **Premises Activity.** Customer grants to GPC and its contractors, agents, and representatives, the right and license to enter the Premises to: (i) access the Premises with vehicles, equipment, and other tools, to survey, dig, and excavate for the sole purpose of installing and connecting the Equipment (“**Installation**”); (ii) remove and disconnect pre-existing equipment where necessary or convenient for the Installation; (iii) inspect, maintain, test, replace, repair, and remove Equipment in connection with the Installation or maintenance; (iv) provide electric energy in relation to the Installation or maintenance where GPC deems necessary; and (v) conduct any other activities reasonably related to the Installation or maintenance, including surveying, digging and excavation with tools, mechanized equipment, and other machinery (activity items (i) – (v) collectively, the “**GPC Activity**”). Customer is solely responsible for the safety and security of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises. Customer agrees that GPC has no obligation to ensure the safety or security of the Premises and that, except to the extent determined to have been caused by GPC’s gross negligence or willful misconduct, GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third-party that occurs at the Premises.
5. **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, the Premises’ property lines will be clearly marked before Installation of Equipment.
 - A. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25- 9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage/fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences any GPC Activity, Customer is responsible for all damages and any damages arising from or related to any such delay.
 - B. **Unforeseen Condition.** The charges shown in the Transaction Overview 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, or similar condition encountered during the GPC Activity (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse GPC for all costs arising from the condition. Customer is responsible for all costs of modification or change to the Equipment requested by Customer or arising from an Unforeseen Condition or circumstance outside GPC’s control. Customer is responsible for addressing any Unforeseen Conditions by either entering into a Change Order with GPC or contracting with a third party. Provided the Unforeseen Condition is not caused by GPC, GPC is entitled to adjustments in both the contract time and the contract sum.
 - C. **Wi-Fi and Phone Line.** Customer will provide GPC with access to a functional Wi-Fi network and an active phone line at the Premises at no cost to GPC during GPC Activity for the first 12 months after the Completion Date. The Wi-Fi network and cellular phone line at the Premises must be sufficient to support Equipment configuration, testing, and necessary communications related to the Installation. Upon expiration of the initial 12 months after the Completion Date, Customer will be solely responsible for maintaining, at their own cost, a Wi-Fi network and phone line necessary for the continued operation, monitoring, and performance of the Equipment. Customer agrees to pay all associated service fees, data charges, and maintenance costs related to such network and connectivity. Failure to maintain adequate network or cellular service may result in limited functionality or interruption of the Equipment, for which GPC shall bear no responsibility or liability.
6. **Maintenance.** Customer and GPC acknowledge and agree that for the first 12 months after the Completion Date, GPC will be responsible for maintaining, repairing, and replacing, as required, any components of the Equipment at its own expense, using contractor(s); provided, however, that GPC will not be liable for maintenance, repair, or replacement of the Equipment in the event of damage caused by Customer, weather, vandalism, or actions by third parties. Customer must contact GPC to request maintenance, repair, or replacement of any components of the Equipment, by either calling 1-888- 660-5890 to report the issue or by reporting the issue online at (<http://outdoorlighting.georgiapower.com>). Upon expiration of the initial 12 months after the Completion Date, Customer assumes full responsibility for maintaining, repairing, and replacing the Equipment as needed and will work with a qualified third-party contractor to perform any maintenance, repair, or replacement services of the Equipment.
7. **Limited Warranty.** GPC will use commercially reasonable efforts to have its contractor(s) assign to Customer any warranties of the Equipment components that GPC contractor(s) have the right to assign upon expiration of the first 12 months after the Completion Date.
8. **Disclaimer; Limitation of Liability.** **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability, or noninfringement) regarding the Equipment, any GPC Activity, or otherwise.** Customer also acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of Equipment, the Equipment may not comply with IESNA guidelines. With respect to the Installation, GPC warrants that it has the appropriate technical skills necessary to perform the Installation and will perform the Installation in a workmanlike manner and in accordance with applicable industry standards. As Customer’s sole and exclusive remedy for a breach of the foregoing warranty, GPC will re-perform or repair any Installation work that does not conform with the foregoing warranty. **To the fullest extent permitted by law, each Party 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 Installation, Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Installation or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable, and whether arising in tort, contract, or under any other theory of liability.**

Additionally, to the extent GPC is liable under this Agreement, and except to the extent determined to have been caused by GPC's gross negligence or willful misconduct, GPC's liability under this Agreement, whether arising in tort, contract, or under any other theory of liability, is expressly limited to the total amount paid by Customer for the Equipment.

9. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
10. **Default.** Customer is in "Default" if: (i) Customer does not pay any amount to GPC, which remains unpaid 45 calendar days after the bill date; or (ii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent Default will not waive any other Default. If a Default occurs, GPC may select one or more of the following remedies: (a) immediately terminate this Agreement; (b) remove any Equipment and anything attached or affixed to any Equipment from the Premises (including, without limitation, disconnect electric lighting service or removing Equipment) and to assess a reconnection charge; (c) if applicable, without terminating this Agreement or removing any Equipment from the Premises, suspend or discontinue the Installation (including, without limitation, disconnecting electric lighting service or removing Equipment) and to assess a reconnection charge; and (d) seek any available remedy provided under this Agreement or by law.
11. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91, and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91.
12. **Miscellaneous.** This Agreement, as amended or modified in writing by both parties from time to time, contains the parties' entire agreement relating to the Equipment, and GPC Activity, and merges with and supersedes all prior discussions, proposals, representations, or agreements regarding this Agreement. GPC may modify the terms of this Agreement to comply with any regulatory changes during the term of this Agreement, or as otherwise required by law, by providing 30 calendar days' prior written notice to Customer of such modification, which will become effective on the date specified in the notice provided to Customer ("**Modification Effective Date**"). Continued performance under, or failure to object to the Agreement prior to the Modification Effective Date, will constitute acceptance of the Agreement as amended or modified. If Customer does not agree with the amended or modified terms of the Agreement, Customer must provide written notice of objection before the Modification Effective Date, or the amendments and modifications will be deemed accepted and binding. GPC's address for notice is 241 Ralph McGill Boulevard, BIN 10210, Atlanta, Georgia 30308; Customer's mailing address is stated on Page 1. 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 any right or obligation it has under this Agreement; In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia 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. The Sections titled Disclaimer; Limitation of Liability, Safety, Indemnity, Risk Allocation, and Miscellaneous will survive the expiration or termination of this Agreement. Additionally, the provisions of this Agreement will remain in effect to the extent necessary: (i) to provide for final billings and adjustments related to the period before termination with respect to the service provided to Customer before the date on which termination of this Agreement is effective, and (ii) payment of any money due and owing any party pursuant to this Agreement, in each case in accordance with the provisions of this Agreement.

2294 Skelton Rd
Gainesville, GA 30504

September 4, 2026

Kathrine DeVane
Habersham County Sports Lighting
4325 Toccoa Hwy
Clarksville, GA 30523



Thank you for the opportunity for Georgia Power Company to provide a site lighting proposal.

Georgia Power Company proposes the following:

Straight Sale of Metered Site Lighting. ZONE 4

- Remove customer lighting fixtures
- Install (76) 700-watt Sports Lighting LED Fixtures



The Straight Sale price for this lighting system will be \$65,221.87. All the electricity used by the lights will be billed separately.

Georgia Power will warranty this lighting system for a period of (1) year.

Please inform me of your decision and I will prepare the appropriate paperwork. This proposal is valid for (60) days from the above date.

Sincerely,

Ben Jones
404-764-9823 - Cell

Lighting Services NEC® Straight Sale Sports Lighting (Governmental)



Project # LP151367

Customer Legal Name _____ DBA _____
Service Address _____ County _____
Mailing Address _____
Email kdevane@habershams.com Tel # 706-839-0223 Alt Tel # _____
Tax ID# _____ Business Description Commercial
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? _____

GPC Payment / Maintenance Explanation

- 1) Are Poles Included: ☐ Yes ☒ No
2) Wiring Included: ☐ Hand Hole to Light ☐ Other ☒ None
3) Control Device: ☐ Photocell(s) ☐ Timer(s) ☐ Switch(es) ☐ Other (Note Below)
4) Other Maintenance Explanation: ☐ Other (Note Below)
5) Payment Terms: ☐ Prepayment ☒ Payment Upon Completion
6) Maintenance Term in months: 12

Selected Components				
Action	Qty	Wattage	Type	Description
Install	2	720	LED	Sports Lighting
Install	22	700	LED	Sports Lighting
Total (\$)				\$65,221.87

Project Notes:

Customer agrees to purchase from Georgia Power Company the outdoor lighting equipment identified above (the "Equipment"). This agreement is effective as of the date when signed by both Parties and includes the attached terms and conditions. Customer also agrees to allow removal of existing equipment. Yes ☒ N/A ☐

Type	Customer	Tariff	Content
NEC	Gov	Metered	N/A

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

Customer Authorization

Signature _____
Print Name _____
Print Title _____
Date _____

Georgia Power Authorization

Signature _____
Print Name Benjamin Jones
Print Title Account Exec
Date _____

TERMS and CONDITIONS (*Lighting Straight Sale – Governmental*)

1. **Agreement Scope.** These Terms and Conditions incorporate by reference the terms set forth in the attached transaction overview (the “**Transaction Overview**”), which collectively constitute the Lighting Straight Sale Agreement (the “**Agreement**”). The Agreement establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will sell the Lighting Equipment described in the Transaction Overview to Customer at the Service Address (the “**Premises**”). The Lighting Equipment will include all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting through the listed fixtures, unless expressly noted in the Project Notes of the Transaction Overview (collectively, the “**Equipment**”). GPC and Customer are each a “**Party**” and collectively, the “**Parties**.” The Parties may exchange counterparts of the Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes.
2. **Title and Risk of Loss.** Risk of loss for the Equipment transfers to Customer when GPC completes start-up and operational testing of the Equipment (“**Completion Date**”). Any claim against GPC for non-delivery or shortage in delivery must be made in writing to GPC within 30 days after the Completion Date. Title to the Equipment will transfer to Customer only upon GPC’s receipt of full payment in accordance with this Agreement. **GPC 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. **Payment.** GPC will invoice Customer after the Completion Date. Customer agrees to pay the total amount within 45 days of the invoice. Customer also agrees to pay a 1.5% late fee on any unpaid balance outstanding past the due date. **GPC 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.**
4. **Premises Activity.** Customer grants to GPC and its contractors, agents, and representatives, the right and license to enter the Premises to: (i) access the Premises with vehicles, equipment, and other tools, to survey, dig, and excavate for the sole purpose of installing and connecting the Equipment (“**Installation**”); (ii) remove and disconnect pre-existing equipment where necessary or convenient for the Installation; (iii) inspect, maintain, test, replace, repair, and remove Equipment in connection with the Installation or maintenance; (iv) provide electric energy in relation to the Installation or maintenance where GPC deems necessary; and (v) conduct any other activities reasonably related to the Installation or maintenance, including surveying, digging and excavation with tools, mechanized equipment, and other machinery (activity items (i) – (v) collectively, the “**GPC Activity**”). Customer is solely responsible for the safety and security of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises. Customer agrees that GPC has no obligation to ensure the safety or security of the Premises and that, except to the extent determined to have been caused by GPC’s gross negligence or willful misconduct, GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third-party that occurs at the Premises.
5. **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, the Premises’ property lines will be clearly marked before Installation of Equipment.
 - A. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25- 9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage/fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences any GPC Activity, Customer is responsible for all damages and any damages arising from or related to any such delay.
 - B. **Unforeseen Condition.** The charges shown in the Transaction Overview 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, or similar condition encountered during the GPC Activity (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse GPC for all costs arising from the condition. Customer is responsible for all costs of modification or change to the Equipment requested by Customer or arising from an Unforeseen Condition or circumstance outside GPC’s control. Customer is responsible for addressing any Unforeseen Conditions by either entering into a Change Order with GPC or contracting with a third party. Provided the Unforeseen Condition is not caused by GPC, GPC is entitled to adjustments in both the contract time and the contract sum.
 - C. **Wi-Fi and Phone Line.** Customer will provide GPC with access to a functional Wi-Fi network and an active phone line at the Premises at no cost to GPC during GPC Activity for the first 12 months after the Completion Date. The Wi-Fi network and cellular phone line at the Premises must be sufficient to support Equipment configuration, testing, and necessary communications related to the Installation. Upon expiration of the initial 12 months after the Completion Date, Customer will be solely responsible for maintaining, at their own cost, a Wi-Fi network and phone line necessary for the continued operation, monitoring, and performance of the Equipment. Customer agrees to pay all associated service fees, data charges, and maintenance costs related to such network and connectivity. Failure to maintain adequate network or cellular service may result in limited functionality or interruption of the Equipment, for which GPC shall bear no responsibility or liability.
6. **Maintenance.** Customer and GPC acknowledge and agree that for the first 12 months after the Completion Date, GPC will be responsible for maintaining, repairing, and replacing, as required, any components of the Equipment at its own expense, using contractor(s); provided, however, that GPC will not be liable for maintenance, repair, or replacement of the Equipment in the event of damage caused by Customer, weather, vandalism, or actions by third parties. Customer must contact GPC to request maintenance, repair, or replacement of any components of the Equipment, by either calling 1-888- 660-5890 to report the issue or by reporting the issue online at (<http://outdoorlighting.georgiapower.com>). Upon expiration of the initial 12 months after the Completion Date, Customer assumes full responsibility for maintaining, repairing, and replacing the Equipment as needed and will work with a qualified third-party contractor to perform any maintenance, repair, or replacement services of the Equipment.
7. **Limited Warranty.** GPC will use commercially reasonable efforts to have its contractor(s) assign to Customer any warranties of the Equipment components that GPC contractor(s) have the right to assign upon expiration of the first 12 months after the Completion Date.
8. **Disclaimer; Limitation of Liability.** **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability, or noninfringement) regarding the Equipment, any GPC Activity, or otherwise.** Customer also acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of Equipment, the Equipment may not comply with IESNA guidelines. With respect to the Installation, GPC warrants that it has the appropriate technical skills necessary to perform the Installation and will perform the Installation in a workmanlike manner and in accordance with applicable industry standards. As Customer’s sole and exclusive remedy for a breach of the foregoing warranty, GPC will re-perform or repair any Installation work that does not conform with the foregoing warranty. **To the fullest extent permitted by law, each Party 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 Installation, Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Installation or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable, and whether arising in tort, contract, or under any other theory of liability.**

Additionally, to the extent GPC is liable under this Agreement, and except to the extent determined to have been caused by GPC's gross negligence or willful misconduct, GPC's liability under this Agreement, whether arising in tort, contract, or under any other theory of liability, is expressly limited to the total amount paid by Customer for the Equipment.

9. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
10. **Default.** Customer is in "Default" if: (i) Customer does not pay any amount to GPC, which remains unpaid 45 calendar days after the bill date; or (ii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent Default will not waive any other Default. If a Default occurs, GPC may select one or more of the following remedies: (a) immediately terminate this Agreement; (b) remove any Equipment and anything attached or affixed to any Equipment from the Premises (including, without limitation, disconnect electric lighting service or removing Equipment) and to assess a reconnection charge; (c) if applicable, without terminating this Agreement or removing any Equipment from the Premises, suspend or discontinue the Installation (including, without limitation, disconnecting electric lighting service or removing Equipment) and to assess a reconnection charge; and (d) seek any available remedy provided under this Agreement or by law.
11. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91, and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91.
12. **Miscellaneous.** This Agreement, as amended or modified in writing by both parties from time to time, contains the parties' entire agreement relating to the Equipment, and GPC Activity, and merges with and supersedes all prior discussions, proposals, representations, or agreements regarding this Agreement. GPC may modify the terms of this Agreement to comply with any regulatory changes during the term of this Agreement, or as otherwise required by law, by providing 30 calendar days' prior written notice to Customer of such modification, which will become effective on the date specified in the notice provided to Customer ("**Modification Effective Date**"). Continued performance under, or failure to object to the Agreement prior to the Modification Effective Date, will constitute acceptance of the Agreement as amended or modified. If Customer does not agree with the amended or modified terms of the Agreement, Customer must provide written notice of objection before the Modification Effective Date, or the amendments and modifications will be deemed accepted and binding. GPC's address for notice is 241 Ralph McGill Boulevard, BIN 10210, Atlanta, Georgia 30308; Customer's mailing address is stated on Page 1. 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 any right or obligation it has under this Agreement; In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia 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. The Sections titled Disclaimer; Limitation of Liability, Safety, Indemnity, Risk Allocation, and Miscellaneous will survive the expiration or termination of this Agreement. Additionally, the provisions of this Agreement will remain in effect to the extent necessary: (i) to provide for final billings and adjustments related to the period before termination with respect to the service provided to Customer before the date on which termination of this Agreement is effective, and (ii) payment of any money due and owing any party pursuant to this Agreement, in each case in accordance with the provisions of this Agreement.

2294 Skelton Rd
Gainesville, GA 30504

September 4, 2026

Kathrine DeVane
Habersham County Sports Lighting
4325 Toccoa Hwy
Clarksville, GA 30523



Thank you for the opportunity for Georgia Power Company to provide a site lighting proposal.

Georgia Power Company proposes the following:

Straight Sale of Metered Site Lighting. ZONE 6

- Remove customer lighting fixtures
- Install (114) 700-watt Sports Lighting LED Fixtures



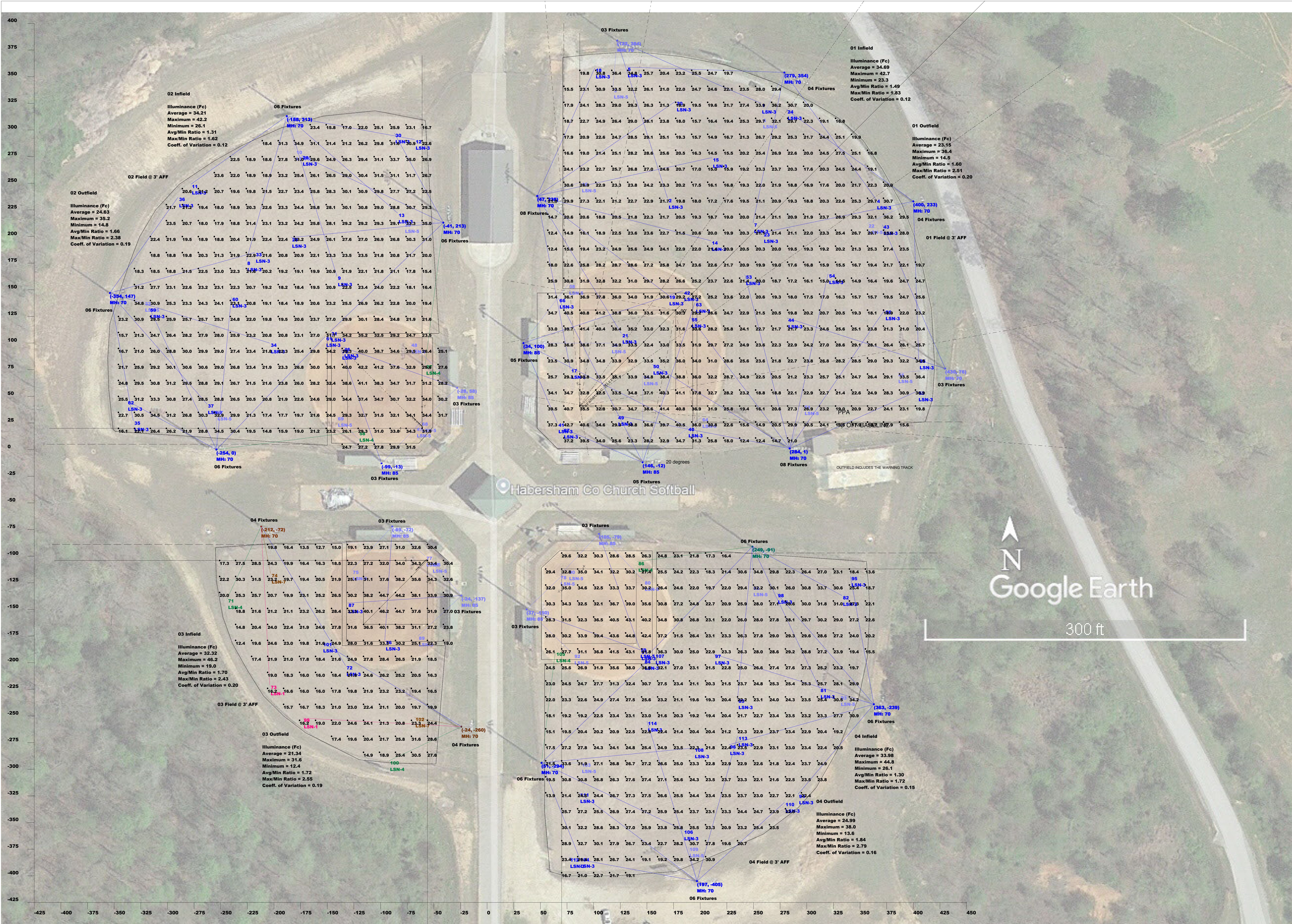
The Straight Sale price for this lighting system will be \$286,164.90. All the electricity used by the lights will be billed separately.

Georgia Power will warranty this lighting system for a period of (1) year.

Please inform me of your decision and I will prepare the appropriate paperwork. This proposal is valid for (60) days from the above date.

Sincerely,

Ben Jones
404-764-9823 - Cell



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Description	Luminaire Watts	Luminaire Lumens	Total Watts
	2	LSN-1	Single	0.920	EPH-LS-08-0680N-57-70-1S-HEG	724.3	99622	1448.6
	74	LSN-3	Single	0.920	EPH-LS-08-0680N-57-70-3S-HEG	697.2	108649	51592.801
	6	LSN-4	Single	0.920	EPH-LS-08-0680N-57-70-4S-HEG	697.2	109784	4183.2
	30	LSN-5	Single	0.920	EPH-LS-08-0680N-57-70-5S-HEG	697.2	110013	20916
	2	LSN-7	Single	0.920	EPH-LS-08-0680N-57-70-7F-HEG	697.2	101290	1394.4

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
01 Infield	Illuminance	Fc	34.69	42.7	23.3	1.49	1.83
01 Outfield	Illuminance	Fc	23.15	36.4	14.5	1.60	2.51
02 Infield	Illuminance	Fc	34.21	42.2	26.1	1.31	1.62
02 Outfield	Illuminance	Fc	24.63	35.2	14.8	1.66	2.38
03 Infield	Illuminance	Fc	32.32	46.2	19.0	1.70	2.43
03 Outfield	Illuminance	Fc	21.34	31.6	12.4	1.72	2.55
04 Infield	Illuminance	Fc	33.98	44.8	26.1	1.30	1.72
04 Outfield	Illuminance	Fc	24.99	38.0	13.6	1.84	2.79

Disclaimer: We make no representation as to its completeness, currency or accuracy. The authors of this paper are not responsible for any inaccuracies or omissions in the data, and the accuracy and completeness of all measurements, data, and inventories or other data extracted from this, with the use of a computer, or other measuring instruments remain entirely the responsibility of the user. This phenomenon is an inherent feature of the use of computerized data. The authors of this paper are not responsible for any inaccuracies or omissions in the data, and the accuracy and completeness of all measurements, data, and inventories or other data extracted from this, with the use of a computer, or other measuring instruments remain entirely the responsibility of the user. This phenomenon is an inherent feature of the use of computerized data. The authors of this paper are not responsible for any inaccuracies or omissions in the data, and the accuracy and completeness of all measurements, data, and inventories or other data extracted from this, with the use of a computer, or other measuring instruments remain entirely the responsibility of the user. This phenomenon is an inherent feature of the use of computerized data.

Project No: SJ28926D1.AGI
 Drawn By: JR
 Date: 9/3/2026
 Scale: 1" = 30'

Project:	Habersham Park Toccoa, GA
Customer:	Ben Jones Georgia Power

Lighting Services NEC® Straight Sale Sports Lighting (Governmental)



Project # LP151373

Customer Legal Name _____ DBA _____
Service Address _____ County _____
Mailing Address _____
Email kdevane@habershamga.com Tel # 706-839-0223 Alt Tel # _____
Tax ID# _____ Business Description Commercial
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? _____

GPC Payment / Maintenance Explanation

- 1) Are Poles Included: ☐ Yes ☒ No
2) Wiring Included: ☐ Hand Hole to Light ☐ Other ☐ None
3) Control Device: ☐ Photocell(s) ☐ Timer(s) ☐ Switch(es) ☐ Other (Note Below)
4) Other Maintenance Explanation: ☐ Other (Note Below)
5) Payment Terms: ☐ Prepayment ☐ Payment Upon Completion
6) Maintenance Term in months: _____

Selected Components				
Action	Qty	Wattage	Type	Description
Install	2	720	LED	Sports Lighting
Install	74	700	LED	Sports Lighting
Install	6	700	LED	Sports Lighting
Install	30	700	LED	Sports Lighting
Install	2	700	LED	Sports Lighting
				Total (\$)
				\$286,164.90

Project Notes:

Customer agrees to purchase from Georgia Power Company the outdoor lighting equipment identified above (the "Equipment"). This agreement is effective as of the date when signed by both Parties and includes the attached terms and conditions. Customer also agrees to allow removal of existing equipment. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NEC	Gov	Metered	N/A

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

Customer Authorization

Signature _____
Print Name _____
Print Title _____

Georgia Power Authorization

Signature _____
Print Name Benjamin Jones
Print Title Account Exec

**Lighting Services NEC® Straight Sale Sports
Lighting
(Governmental)**



Project # LP151373

Date _____

Date _____

TERMS and CONDITIONS (*Lighting Straight Sale – Governmental*)

1. **Agreement Scope.** These Terms and Conditions incorporate by reference the terms set forth in the attached transaction overview (the “**Transaction Overview**”), which collectively constitute the Lighting Straight Sale Agreement (the “**Agreement**”). The Agreement establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will sell the Lighting Equipment described in the Transaction Overview to Customer at the Service Address (the “**Premises**”). The Lighting Equipment will include all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting through the listed fixtures, unless expressly noted in the Project Notes of the Transaction Overview (collectively, the “**Equipment**”). GPC and Customer are each a “**Party**” and collectively, the “**Parties**.” The Parties may exchange counterparts of the Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes.
2. **Title and Risk of Loss.** Risk of loss for the Equipment transfers to Customer when GPC completes start-up and operational testing of the Equipment (“**Completion Date**”). Any claim against GPC for non-delivery or shortage in delivery must be made in writing to GPC within 30 days after the Completion Date. Title to the Equipment will transfer to Customer only upon GPC’s receipt of full payment in accordance with this Agreement. **GPC 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. **Payment.** GPC will invoice Customer after the Completion Date. Customer agrees to pay the total amount within 45 days of the invoice. Customer also agrees to pay a 1.5% late fee on any unpaid balance outstanding past the due date. **GPC 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.**
4. **Premises Activity.** Customer grants to GPC and its contractors, agents, and representatives, the right and license to enter the Premises to: (i) access the Premises with vehicles, equipment, and other tools, to survey, dig, and excavate for the sole purpose of installing and connecting the Equipment (“**Installation**”); (ii) remove and disconnect pre-existing equipment where necessary or convenient for the Installation; (iii) inspect, maintain, test, replace, repair, and remove Equipment in connection with the Installation or maintenance; (iv) provide electric energy in relation to the Installation or maintenance where GPC deems necessary; and (v) conduct any other activities reasonably related to the Installation or maintenance, including surveying, digging and excavation with tools, mechanized equipment, and other machinery (activity items (i) – (v) collectively, the “**GPC Activity**”). Customer is solely responsible for the safety and security of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises. Customer agrees that GPC has no obligation to ensure the safety or security of the Premises and that, except to the extent determined to have been caused by GPC’s gross negligence or willful misconduct, GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third-party that occurs at the Premises.
5. **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, the Premises’ property lines will be clearly marked before Installation of Equipment.
 - A. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25- 9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage/fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences any GPC Activity, Customer is responsible for all damages and any damages arising from or related to any such delay.
 - B. **Unforeseen Condition.** The charges shown in the Transaction Overview 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, or similar condition encountered during the GPC Activity (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse GPC for all costs arising from the condition. Customer is responsible for all costs of modification or change to the Equipment requested by Customer or arising from an Unforeseen Condition or circumstance outside GPC’s control. Customer is responsible for addressing any Unforeseen Conditions by either entering into a Change Order with GPC or contracting with a third party. Provided the Unforeseen Condition is not caused by GPC, GPC is entitled to adjustments in both the contract time and the contract sum.
 - C. **Wi-Fi and Phone Line.** Customer will provide GPC with access to a functional Wi-Fi network and an active phone line at the Premises at no cost to GPC during GPC Activity for the first 12 months after the Completion Date. The Wi-Fi network and cellular phone line at the Premises must be sufficient to support Equipment configuration, testing, and necessary communications related to the Installation. Upon expiration of the initial 12 months after the Completion Date, Customer will be solely responsible for maintaining, at their own cost, a Wi-Fi network and phone line necessary for the continued operation, monitoring, and performance of the Equipment. Customer agrees to pay all associated service fees, data charges, and maintenance costs related to such network and connectivity. Failure to maintain adequate network or cellular service may result in limited functionality or interruption of the Equipment, for which GPC shall bear no responsibility or liability.
6. **Maintenance.** Customer and GPC acknowledge and agree that for the first 12 months after the Completion Date, GPC will be responsible for maintaining, repairing, and replacing, as required, any components of the Equipment at its own expense, using contractor(s); provided, however, that GPC will not be liable for maintenance, repair, or replacement of the Equipment in the event of damage caused by Customer, weather, vandalism, or actions by third parties. Customer must contact GPC to request maintenance, repair, or replacement of any components of the Equipment, by either calling 1-888- 660-5890 to report the issue or by reporting the issue online at (<http://outdoorlighting.georgiapower.com>). Upon expiration of the initial 12 months after the Completion Date, Customer assumes full responsibility for maintaining, repairing, and replacing the Equipment as needed and will work with a qualified third-party contractor to perform any maintenance, repair, or replacement services of the Equipment.
7. **Limited Warranty.** GPC will use commercially reasonable efforts to have its contractor(s) assign to Customer any warranties of the Equipment components that GPC contractor(s) have the right to assign upon expiration of the first 12 months after the Completion Date.
8. **Disclaimer; Limitation of Liability.** **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability, or noninfringement) regarding the Equipment, any GPC Activity, or otherwise.** Customer also acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of Equipment, the Equipment may not comply with IESNA guidelines. With respect to the Installation, GPC warrants that it has the appropriate technical skills necessary to perform the Installation and will perform the Installation in a workmanlike manner and in accordance with applicable industry standards. As Customer’s sole and exclusive remedy for a breach of the foregoing warranty, GPC will re-perform or repair any Installation work that does not conform with the foregoing warranty. **To the fullest extent permitted by law, each Party 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 Installation, Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Installation or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable, and whether arising in tort, contract, or under any other theory of liability.**

Additionally, to the extent GPC is liable under this Agreement, and except to the extent determined to have been caused by GPC's gross negligence or willful misconduct, GPC's liability under this Agreement, whether arising in tort, contract, or under any other theory of liability, is expressly limited to the total amount paid by Customer for the Equipment.

9. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
10. **Default.** Customer is in "Default" if: (i) Customer does not pay any amount to GPC, which remains unpaid 45 calendar days after the bill date; or (ii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent Default will not waive any other Default. If a Default occurs, GPC may select one or more of the following remedies: (a) immediately terminate this Agreement; (b) remove any Equipment and anything attached or affixed to any Equipment from the Premises (including, without limitation, disconnect electric lighting service or removing Equipment) and to assess a reconnection charge; (c) if applicable, without terminating this Agreement or removing any Equipment from the Premises, suspend or discontinue the Installation (including, without limitation, disconnecting electric lighting service or removing Equipment) and to assess a reconnection charge; and (d) seek any available remedy provided under this Agreement or by law.
11. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91, and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91.
12. **Miscellaneous.** This Agreement, as amended or modified in writing by both parties from time to time, contains the parties' entire agreement relating to the Equipment, and GPC Activity, and merges with and supersedes all prior discussions, proposals, representations, or agreements regarding this Agreement. GPC may modify the terms of this Agreement to comply with any regulatory changes during the term of this Agreement, or as otherwise required by law, by providing 30 calendar days' prior written notice to Customer of such modification, which will become effective on the date specified in the notice provided to Customer ("**Modification Effective Date**"). Continued performance under, or failure to object to the Agreement prior to the Modification Effective Date, will constitute acceptance of the Agreement as amended or modified. If Customer does not agree with the amended or modified terms of the Agreement, Customer must provide written notice of objection before the Modification Effective Date, or the amendments and modifications will be deemed accepted and binding. GPC's address for notice is 241 Ralph McGill Boulevard, BIN 10210, Atlanta, Georgia 30308; Customer's mailing address is stated on Page 1. 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 any right or obligation it has under this Agreement; In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia 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. The Sections titled Disclaimer; Limitation of Liability, Safety, Indemnity, Risk Allocation, and Miscellaneous will survive the expiration or termination of this Agreement. Additionally, the provisions of this Agreement will remain in effect to the extent necessary: (i) to provide for final billings and adjustments related to the period before termination with respect to the service provided to Customer before the date on which termination of this Agreement is effective, and (ii) payment of any money due and owing any party pursuant to this Agreement, in each case in accordance with the provisions of this Agreement.

2294 Skelton Rd
Gainesville, GA 30504

September 4, 2026



Kathrine DeVane
Habersham County Sports Lighting
4325 Toccoa Hwy
Clarksville, GA 30523

Thank you for the opportunity for Georgia Power Company to provide a site lighting proposal.

Georgia Power Company proposes the following:

Straight Sale of Metered Site Lighting. ZONE 7

- Remove customer lighting fixtures
- Install (120) 700-watt Sports Lighting LED Fixtures



The Straight Sale price for this lighting system will be \$298,154.10. All the electricity used by the lights will be billed separately.

Georgia Power will warranty this lighting system for a period of (1) year.

Please inform me of your decision and I will prepare the appropriate paperwork. This proposal is valid for (60) days from the above date.

Sincerely,

Ben Jones
404-764-9823 - Cell

Lighting Services NEC® Straight Sale Sports
Lighting
(Governmental)



Project # LP151374

Customer Legal Name _____ DBA _____
Service Address _____ County _____
Mailing Address _____
Email kdevane@habershamga.com Tel # 706-839-0223 Alt Tel # _____
Tax ID# _____ Business Description Commercial
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? _____

GPC Payment / Maintenance Explanation

- 1) Are Poles Included: ☐ Yes ☒ No
2) Wiring Included: ☐ Hand Hole to Light ☐ Other ☒ None
3) Control Device: ☐ Photocell(s) ☐ Timer(s) ☐ Switch(es) ☐ Other (Note Below)
4) Other Maintenance Explanation: ☐ Other (Note Below)
5) Payment Terms: ☐ Prepayment ☒ Payment Upon Completion
6) Maintenance Term in months: 12

Selected Components				
Action	Qty	Wattage	Type	Description
Install	104	700	LED	Sports Lighting
Install	16	700	LED	Sports Lighting

Project Notes:

Customer agrees to purchase from Georgia Power Company the outdoor lighting equipment identified above (the "Equipment"). This agreement is effective as of the date when signed by both Parties and includes the attached terms and conditions. Customer also agrees to allow removal of existing equipment. Yes ☒ N/A ☐

Type	Customer	Tariff	Content
NEC	Gov	Metered	N/A

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

Customer Authorization

Signature _____
Print Name _____
Print Title _____
Date _____

Georgia Power Authorization

Signature _____
Print Name Benjamin Jones
Print Title Account Exec
Date _____

TERMS and CONDITIONS (*Lighting Straight Sale – Governmental*)

1. **Agreement Scope.** These Terms and Conditions incorporate by reference the terms set forth in the attached transaction overview (the “**Transaction Overview**”), which collectively constitute the Lighting Straight Sale Agreement (the “**Agreement**”). The Agreement establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will sell the Lighting Equipment described in the Transaction Overview to Customer at the Service Address (the “**Premises**”). The Lighting Equipment will include all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting through the listed fixtures, unless expressly noted in the Project Notes of the Transaction Overview (collectively, the “**Equipment**”). GPC and Customer are each a “**Party**” and collectively, the “**Parties**.” The Parties may exchange counterparts of the Agreement as a scanned image (e.g., .pdf or .tiff file extension) as an attachment to email; an electronic or scanned signature is an original signature for all purposes.
2. **Title and Risk of Loss.** Risk of loss for the Equipment transfers to Customer when GPC completes start-up and operational testing of the Equipment (“**Completion Date**”). Any claim against GPC for non-delivery or shortage in delivery must be made in writing to GPC within 30 days after the Completion Date. Title to the Equipment will transfer to Customer only upon GPC’s receipt of full payment in accordance with this Agreement. **GPC 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. **Payment.** GPC will invoice Customer after the Completion Date. Customer agrees to pay the total amount within 45 days of the invoice. Customer also agrees to pay a 1.5% late fee on any unpaid balance outstanding past the due date. **GPC 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.**
4. **Premises Activity.** Customer grants to GPC and its contractors, agents, and representatives, the right and license to enter the Premises to: (i) access the Premises with vehicles, equipment, and other tools, to survey, dig, and excavate for the sole purpose of installing and connecting the Equipment (“**Installation**”); (ii) remove and disconnect pre-existing equipment where necessary or convenient for the Installation; (iii) inspect, maintain, test, replace, repair, and remove Equipment in connection with the Installation or maintenance; (iv) provide electric energy in relation to the Installation or maintenance where GPC deems necessary; and (v) conduct any other activities reasonably related to the Installation or maintenance, including surveying, digging and excavation with tools, mechanized equipment, and other machinery (activity items (i) – (v) collectively, the “**GPC Activity**”). Customer is solely responsible for the safety and security of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises. Customer agrees that GPC has no obligation to ensure the safety or security of the Premises and that, except to the extent determined to have been caused by GPC’s gross negligence or willful misconduct, GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third-party that occurs at the Premises.
5. **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, the Premises’ property lines will be clearly marked before Installation of Equipment.
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Cost summaries comparison

Trane – lighting controls only

\$95,207

Premier Sports Lighting – Retrofit existing steel poles with new LED panels; replace any existing wood poles. Build lighting for fields without lighting.

Zones 3, 4, 6, and 7: \$1.72 million - \$1.99 million

Total: \$2.28 million - \$2.62 million

Georgia Power – Retrofit all existing poles with new LED panels. No additional lighting for fields without lighting already.

Zones 3, 4, 6, and 7: \$841,071.14 >>> Recommended option

Zones 1, 2, and 5: Awaiting quotes

Total: Awaiting Zones 1, 2, and 5

	Premier Sports Lighting quote				Georgia Power quote			
	Image in PSL proposal	PSL Field # (in image) and description	Premier Sports Lighting (PSL) total estimated cost [Combination new installation and retrofit]	Land parcel	Zone (GP)	Georgia Power (GP) total estimated cost (rounded to nearest dollar) [retrofit existing lighting]		Trane [controls only]
Row*								
1	Image 1	Field 1 (Four soccer fields)	\$225,000 – 275,000 (new installation)	North	4	\$65,222 (retrofit)		
2	Image 1	Field 2 (Four softball fields)	\$440,000 – 500,000 (retrofit)	North	3	\$191,541 (retrofit)		
3	Image 2	Fields 1-4 (Four baseball/softball fields)	\$685,000 – 785,000 (retrofit)	South	6	\$286,165 (retrofit)		
4	Image 3	Fields 1-2 (Two soccer fields)	\$370,000 – 430,000 (retrofit)	South	7	\$298,154 (retrofit)		
5	Image 4	Fields 1-2 (Two t-ball/coach pitch fields)	\$200,000 – 250,000 (new installation)	North	N/A	N/A (no existing lighting)		N/A (no existing lighting)
6	Image 5	Field 1 (Soccer field)	\$180,000 (New installation)	North	1	Awaiting quote (retrofitting)		
7	Image 5	Field 2 (Rodeo Arena)	\$180,000 – 200,000 (New installation)	North	2	Awaiting quote (retrofitting)		
8	N/A	N/A	N/A (not included in quote)	North	5	Awaiting quote (retrofitting)		
		Zones 3, 4, 6 and 7	\$1.72 million - \$1.99 million		Zones 3, 4, 6 and 7	\$841,082		N/A (all included in one quote)
		Total cost	\$2.28 million - \$2.62 million		Total cost	Awaiting quote for zones 1, 2 and 5		\$95,207

* Each row indicates a corresponding field or set of fields between the PSL quote and the GP quote