

# Shoreline Management Plan

R.L. Harris Hydroelectric Project

FERC No. 2628



Prepared by:

**Alabama Power Company**

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## 1.0 INTRODUCTION

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The Alabama Power Company (Alabama Power) manages its hydroelectric reservoir shorelines and project lands to comply with its Federal Energy Regulatory Commission (FERC) operating licenses and to serve the greater public interest by providing recreational access, protecting wildlife habitat, producing low-cost electricity, and preserving cultural as well as aesthetic resources. In an effort to guide existing and future management actions within the boundary established by FERC for the R.L. Harris Hydroelectric Project ("the Harris Project" or "the Project"), Alabama Power developed this Shoreline Management Program (SMP). This SMP was developed in accordance with established FERC guidelines for developing Shoreline Management Programs and in cooperation with relicensing stakeholders, including federal and state regulatory agencies, interested non-governmental organizations (NGOs), and concerned citizens. The SMP is submitted as a part of Alabama Power's R.L. Harris Hydroelectric Project Application for a New License (License Application) filed with FERC in 2021. The SMP was developed in consultation with the Harris Action Team (HAT) 4. Along with developing the SMP, HAT 4 members also reviewed Alabama Power's proposal for adding, removing, and reclassifying lands within the Project Boundary as well as the Wildlife Management Plan. The results of adding, removing, and reclassifying lands are detailed in Exhibit E of the Final License Application (FLA) for the Harris Project. This SMP reflects the Harris Project Boundary as proposed in the FLA.

The Harris SMP is modeled after the Martin Dam Project (FERC No. 349) and Warrior River Project (FERC No. 2165) SMPs with the overall objective for Alabama Power to have a uniform system for managing the Project shorelines across all Alabama Power hydroelectric projects.



## 1.1 PROJECT DESCRIPTION

Alabama Power owns and operates the Harris Project, FERC Project No. 2628, licensed by FERC. Alabama Power is relicensing the 135-megawatt (MW) Harris Project, and the existing license expires in 2023. The Harris Project consists of a dam, spillway, powerhouse, and those lands and waters necessary for the operation of the hydroelectric project and enhancement, mitigation, and protection of environmental resources. These structures, lands, and waters are enclosed within the FERC Project Boundary. Under the existing Harris Project license, the FERC Project Boundary encloses two distinct geographic areas, described below.

Harris Reservoir is the 9,870-acre reservoir created by the Harris Dam. The lands adjoining the reservoir total approximately 7,542 acres, comprised of 367 miles of shoreline, and are included in the FERC Project Boundary (Figure 1-1). This includes land to 795-feet mean sea level (msl)<sup>1</sup>, as well as natural undeveloped areas, hunting lands, prohibited access areas, recreational areas, and all islands.



The Harris Project also contains 15,063 acres of land within the James D. Martin-Skyline Wildlife Management Area<sup>2</sup> located in Jackson County, Alabama. These lands are located approximately 110 miles north of Harris Reservoir and were acquired and incorporated into the FERC Project Boundary as part of the FERC-approved Harris Project Wildlife Mitigation Plan. These lands are leased to, and managed by, the State of Alabama for wildlife management and public hunting and are a part of the Skyline WMA as outlined in the Skyline Wildlife Management Plan<sup>3</sup>.

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<sup>1</sup> Includes a scenic easement to 800-feet msl or 50-horizontal feet from 793-feet msl, whichever is less, but never less than 795-feet msl).

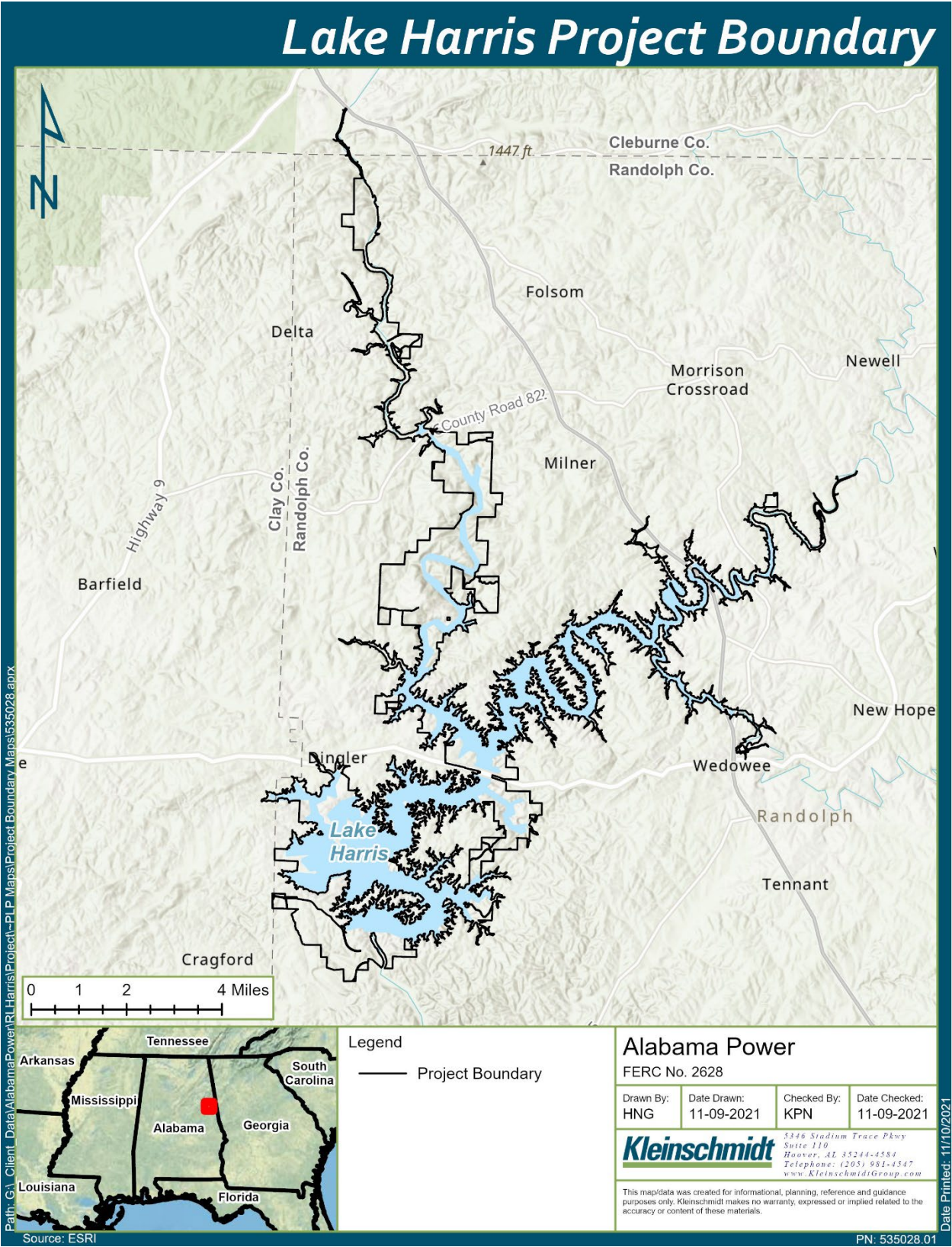
<sup>2</sup> James D. Martin-Skyline Management Area (Skyline WMA) is a wildlife management area managed by the Alabama Department of Conservation and Natural Resources (ADCNR) currently totaling approximately 60,000 acres.

<sup>3</sup> The Harris Project Wildlife Mitigation Plan was developed as part of the original license and was approved by FERC on July 29, 1988; the Skyline WMP was approved by FERC on June 29, 1990. See Accession No. 20181113-4002.



The only waterbody managed by Alabama Power as part of its FERC license for the Harris Project is the Harris Reservoir. Therefore, because the project lands at Skyline are not on a waterbody, these lands are not a part of this SMP. Management of these Project lands is outlined in the Harris Wildlife Management Plan, and the term "Project Boundary" within this document refers to only those Project lands located at Lake Harris.





**FIGURE 1-1 LAKE HARRIS PROJECT BOUNDARY**



## **2.0 Purpose and Goals of the Shoreline Management Plan**

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This SMP serves as a comprehensive guide for managing Project shoreline lands consistent with license requirements and Project purposes. The overarching goal of the SMP is to ensure that shoreline development is consistent with the protection and enhancement of environmental, scenic, cultural, and recreational values, while ensuring the continued safe and reliable production of hydroelectric power at the Project.

General goals discussed under this SMP include the following:

- facilitate compliance with license articles
- provide for reasonable public access
- protect fish and wildlife habitat
- protect cultural resources
- protect operational needs
- minimize adverse impacts to water quality
- minimize erosion
- minimize sedimentation
- minimize adverse scenic effects
- guide shoreline development

The above goals are achieved through the implementation of this SMP as well as through the implementation of several related relicensing management plans. A variety of protection, mitigation, and enhancement measures agreed to by Alabama Power and the HATs as well as the enforcement of applicable federal, state, and local laws and regulations also serve to achieve the goals outlined in this plan<sup>4</sup>.

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<sup>4</sup> The SMP itself, along with its proposed BMPs, land classifications, and changes to the permitting program, all encompass protection, mitigation, and enhancement measures. There are also many proposals being put forth in the License Application that protect, mitigate, and enhance, directly or indirectly, shoreline resources.



## 3.0 Shoreline Management Policies

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The overarching Shoreline Conservation Policy and the following shoreline management policies are designed to guide existing and future shoreline management actions at the Project.

### 3.1 SHORELINE CONSERVATION POLICY

Alabama Power created the following policy to help guide future shoreline management actions. This policy provides a general statement affirming Alabama Power's position on shoreline resources, as follows:

Alabama Power Company actively promotes the conservation and protection of Project shoreline lands and their associated scenic, cultural, recreational, and environmental values.

Working cooperatively with other parties, Alabama Power will implement this policy through a combination of regulatory and voluntary actions. Regulatory actions include the enforcement of existing state and federal regulations including, but not limited to, the Clean Water Act, Endangered Species Act, Wetlands Protection Act, National Historic Preservation Act, and the Federal Power Act. Regulations under these statutes are enforced by the appropriate state and federal resource agencies working in cooperation with Alabama Power and Alabama Power's Shoreline Compliance Program (SCP), which is discussed in Section 5.0. Alabama Power will work with other parties, including private property owners, to promote a set of shoreline best management practices (BMPs) designed to protect and enhance valuable shoreline resources in addition to resources specifically protected by existing laws and regulations.

In addition to the overall policy to guide shoreline management actions, several other key policies have been incorporated to support and uphold management decisions concerning the Project.

### 3.2 SHORELINE MANAGEMENT POLICIES

**Bank Stabilization:** Considerable concern has been expressed regarding the use of seawalls for bank stabilization on Alabama Power lakes. Such structures typically impact aquatic habitat (and provide little aquatic habitat value), often increase run-off (particularly if all woody vegetation is removed), and are not sustainable without



continued, long-term maintenance. In many cases, such structures can degrade bank stability over time, either at the site of construction or adjacent to it.

Riprap and natural bank stabilization are the preferred methods of erosion control; however, use of seawalls will be evaluated and may be approved on a case-by-case basis. Alabama Power generally restricts the use of new seawalls to areas where there is:

- evidence of significant active erosion,
- high potential for substantial wave action (due to the area's location on open waters),
- heavy and/or frequent boat traffic,
- a previously installed seawall which has failed,
- a combination of the above.

Alabama Power Company encourages the use of alternative bank stabilization techniques other than seawalls. Such alternatives include, but are not limited to, riprap, bioengineering techniques, natural vegetation with riprap, and gabions. Alabama Power requires, as a condition of a permit, that any future seawall proposals include the placement of riprap, for fish and other semi-aquatic species habitat and increased stability, in front of the seawall. Only in very limited cases where the Alabama Power regional coordinator is convinced that riprap would not be an effective source of bank stabilization, or would be economically unfeasible, would seawalls without riprap be permitted.

**Dredging:** Alabama Power conducts its dredging activities in accordance with the July 6, 2011 FERC-approved Dredge Permit Program<sup>5</sup> (Appendix A) and its operating licenses. The Dredge Permit Program was developed in consultation with the U.S. Army Corps of Engineers (USACE) and other agencies and covers all of Alabama Power's hydroelectric Projects on the Warrior, Coosa, and Tallapoosa Rivers. The program establishes the process and procedures for permittees seeking to obtain direct authorization from Alabama Power for dredging activities up to 500 cubic yards (CY) of material (below the full pool elevation). The Program is not intended to cover applications for dredging on

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<sup>5</sup> 136 FERC ¶ 62,012



lands determined to be “sensitive” as described in Section 4.2 and as noted within each Project’s respective SMP.

Dredging may be allowed but will be restricted in and around sensitive resource areas. Requests for dredging will be considered on a case-by-case basis and must be approved by Alabama Power prior to the initiation of any dredging activities.

**Channelization:** Alabama Power receives numerous inquiries from property owners adjacent to its reservoirs concerning the excavation of channels and sloughs to create additional shoreline. Typically, these proposals involve removal of soil adjacent to the reservoir in order to divert Project waters onto non-project land for developmental purposes. Any such changes to the shoreline constitute a deviation from Alabama Power’s FERC-approved project boundary maps and can have significant impacts to fish and wildlife habitat. In addition, allowing channelization can lead to uncontrolled development of Project lands and waters and can create conflict between adjoining property owners.

It is the policy of Alabama Power to prohibit channelization on its reservoirs. This general prohibition includes channelization proposals by both private and commercial interests. Alabama Power’s channelization policy is an important element of Alabama Power’s efforts to best manage Project lands and waters consistent with its FERC-issued licenses, to control shoreline development, and to protect habitat and other natural resource features of these Projects.

**Water Withdrawals:** Alabama Power impounds a substantial amount of water in its project reservoirs and, as a result, various entities seek permission to use these reservoirs to meet municipal, industrial, and agricultural water supply needs. Since these withdrawals require the use of Alabama Power’s Project lands and waters, FERC has jurisdiction over these “joint uses.” For this reason, FERC has included provisions in Alabama Power’s license that require Alabama Power to obtain FERC authorization before permitting a water withdrawal greater than 1 million gallons per day (mgd) from a Project reservoir. FERC has delegated approval authority to Alabama Power for joint uses of 1 mgd or less. Furthermore, the license states that Alabama Power may receive reasonable compensation for the impacts of the withdrawal of water from the Project. Through either specific FERC authorization or through its delegated authority, Alabama Power has approved numerous water withdrawals from its Project reservoirs and has charged withdrawers a reasonable cost for the resulting impacts on Alabama Power’s hydroelectric



lands and operations, consistent with these license provisions. Among other things, the compensation policy is intended to encourage conservative use of water and promote the development of additional water storage facilities in Alabama.

It is the policy of Alabama Power to evaluate each application for permission to withdraw water from its Project reservoirs, and, in appropriate circumstances, seek FERC authorization to permit water withdrawals on Project lands. In accordance with the provisions of its licenses, Alabama Power will receive reasonable compensation, as applicable, for water withdrawals. This reasonable compensation may include administrative costs, the replacement cost of the energy lost as a result of the withdrawal and the replacement cost of the storage in the reservoir allocated to the withdrawer. Adjacent single-family home uses, such as lawn/garden watering or other similar de minimus uses are excluded from this policy.

**Causeways:** Many of Alabama Power's reservoirs have islands which lie relatively close to the shore of the mainland or other islands. From time to time, Alabama Power receives a request for permission to construct a causeway to connect an island to the mainland or other islands to facilitate development or some other use. In most cases, creating a causeway involves placing fill material within Alabama Power's reservoir. Filling of Project lands and waters may destroy fish habitat, impair navigability, and reduce the available storage in the reservoir for power generation and flood control. In addition, changes to the shoreline caused by the construction of causeways constitute a deviation from FERC-approved Project maps and exhibits.

It is the policy of Alabama Power to prohibit the creation of causeways on its reservoirs to connect islands to the mainland or to other islands. This policy is intended to protect the integrity of the existing Project features and shoreline, as well as fish habitat, navigation, and Project operations. When Alabama Power receives an inquiry concerning the construction of a causeway, Alabama Power will work with the property owner to investigate potential alternatives that may be acceptable to Alabama Power and FERC.



## **4.0 Shoreline Management Classifications**

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Alabama Power's shoreline classifications for the Project are based on an evaluation of existing land use, land ownership, and knowledge regarding shoreline resource values. Descriptions of the shoreline classifications, descriptions of allowable and prohibited uses for each of the classifications, and a table depicting the acreage in each classification are described in detail below.

### **4.1 SHORELINE CLASSIFICATION SYSTEM**

In consultation with stakeholders and agencies, Alabama Power developed a shoreline classification system to guide management and permitting activities within the Project Boundary. The shoreline classifications are based on an evaluation of existing and potential land use. Information about current use of land abutting the Project Boundary provided a baseline for determining the most appropriate designations for shoreline property within the Project Boundary. For example, the presence of a residential area immediately outside of an undeveloped strip of land within the Project Boundary generally would preclude classifying that Project land as Natural/Undeveloped. Appendix B provides the shoreline classification maps for lands within the Project Boundary.

The seven shoreline classifications for the Project lands are defined below.

#### **4.1.1 PROJECT OPERATIONS**

This classification includes Project lands reserved for current and potential future operational activities. This includes all Project lands used for hydroelectric generation, switchyards, transmission facilities, rights-of-way, security, and other operational uses. Alabama Power owns these lands in fee simple title. For security, the allowable uses in this classification are primarily restricted to Alabama Power personnel; however, in some cases, such as guided public tours, limited public access is available. 307 acres of land are classified for Project Operations.

#### **4.1.2 RECREATION**

This classification includes Project lands managed by Alabama Power for existing or potential future recreational activities. This includes land that is developed for public recreation, open space, water access, and future recreational development. Alabama



Power typically owns these lands in fee simple title, but they may be operated by a third party under a lease agreement with Alabama Power. The allowable uses in the Recreation classification include public access and day and evening recreational use. This classification may allow facilities/structures, such as parks with boat slips, beach areas, dry boat storage facilities, trails etc. 310 acres of land are classified for Recreation.

#### **4.1.3 COMMERCIAL RECREATION**

These lands contain or are designated for concessionaire-operated public marinas and recreational areas that provide a wide variety of recreational services to the public on a fee basis. Structures on these lands are generally subject to approval by FERC through the process outlined in Section 5.1.1.3. 107 acres of lands are classified as Commercial Recreation.

#### **4.1.4 FLOOD STORAGE**

This classification includes lands located between the 793-foot mean sea level (msl) contour and the 795-foot msl contour (Figure 4-1). These lands are owned in fee simple by Alabama Power and are used for the project purpose of storing flood waters from time to time. These lands will be managed to accommodate reasonable demands for public and private uses, while maintaining the ability to satisfy Project purposes. 264 acres of lands are classified as Flood Storage.

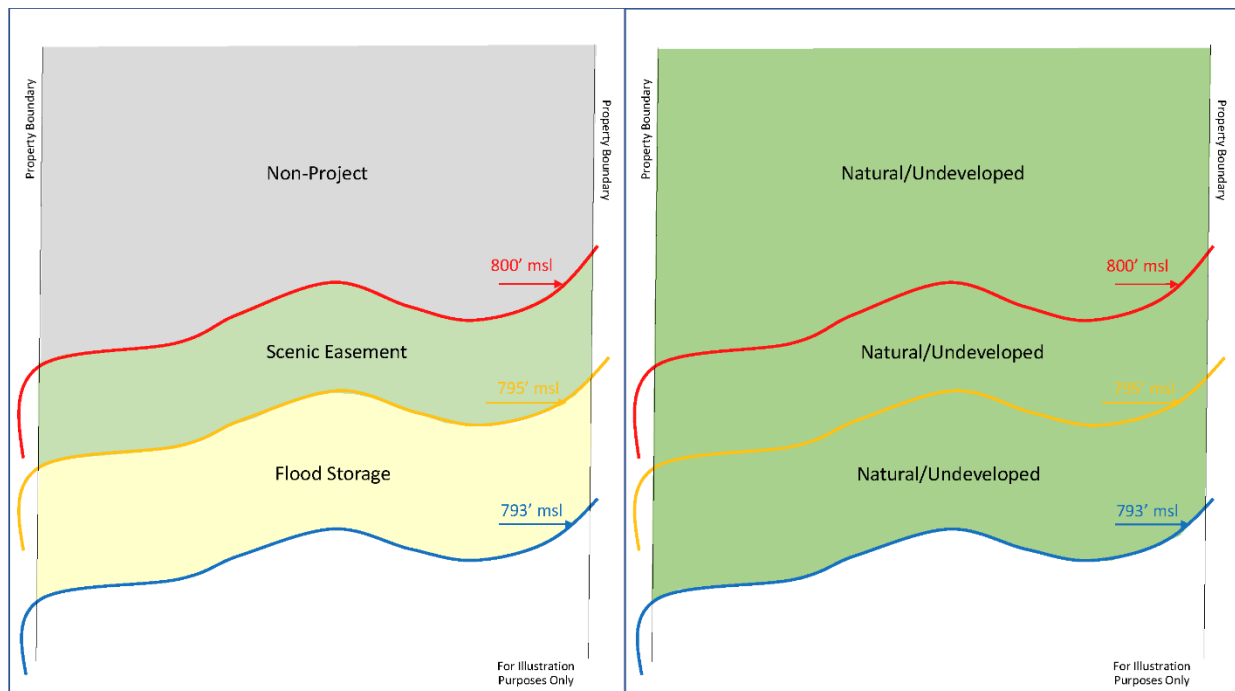
Allowable uses include, but are not limited to:

- existing or potential private residential waterfront development (e.g., residential docks, piers, ramps, boathouses, private water intakes, paths, steps, utility lines, and areas with shoreline stabilization)
- commercial recreation facilities
- industrial facilities
- business parks
- industrial water access (e.g., intakes, discharges, barge terminals)
- wildlife management
- private philanthropic endeavors (e.g., non-profit operated camps)
- agriculture



#### 4.1.5 SCENIC EASEMENT

This classification includes lands located between the 795-foot msl contour and the 800-foot msl contour<sup>6</sup> (Figure 4-1). These lands are controlled by easement for the project purpose of protecting scenic and environmental values. Allowable uses include those provided in Section 4.1.4 but are subject to additional restrictions based on the covenants running with the land (i.e., shall not cut or clear significant trees ((over three inches in diameter, four and one-half feet above ground level)) or shrubs over four feet high). 745 acres of lands are classified as Scenic Easement.



**FIGURE 4-1 ILLUSTRATION OF CLASSIFICATIONS**

<sup>6</sup> Or 50-horizontal feet from 793-feet msl, whichever is less, but never less than 795-feet msl.



#### **4.1.6 HUNTING**

This classification includes lands that are managed to provide hunting opportunities as prescribed in accordance with the Harris Wildlife Management Plan<sup>7</sup>. Non-hunting related public access is allowed from May 1 until September 30 of each year for activities such as hiking, backpacking, camping, wildlife observation, and bank fishing opportunities. 2,932 acres of land are classified as Hunting.

#### **4.1.7 NATURAL/UNDEVELOPED**

Lands included in the Natural/Undeveloped classification include Project lands which will remain undeveloped for the following specific Project purposes:

- protecting environmentally sensitive areas
- preserving natural aesthetic qualities
- serving as buffer zones around public recreation areas
- preventing overcrowding of partially developed shoreline

This classification allows for public hiking trails, nature studies, primitive camping, wildlife management (excluding hunting), and normal forestry management practices (as outlined in the Harris Wildlife Management Plan). Alabama Power typically owns these Project lands in fee simple title and manages them for effective protection of associated resource values. 2,877 acres of lands are classified as Natural/Undeveloped.

### **4.2 SENSITIVE RESOURCES DESIGNATION**

"Sensitive Resources" is a **designation** used in conjunction with the shoreline classifications (e.g., Recreation, Natural/Undeveloped, etc.), as appropriate. For example, a portion of an area classified as "Recreation" may also be designated as "Sensitive Resources." This designation is used on Project lands managed for the protection and enhancement of resources which are protected by state and/or federal law, executive order, or where other natural features are present which are considered important to the area or natural environment. This may include cultural resources, sites and structures listed

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<sup>7</sup> Harris Project lands located at Skyline are leased to and managed by the State of Alabama for wildlife management and public hunting. Because these lands do not have shoreline, management of these Project lands is outlined in the Harris Wildlife Management Plan



on, or eligible for listing on, the National Register of Historic Places (NRHP); wetlands; federally listed Threatened and Endangered species (T&E) habitat protection areas; significant scenic areas; and other sensitive ecological areas. Federal and state regulations require some information concerning the Sensitive Resources designation to remain confidential or proprietary.

Permitted activities in these areas, if applicable, may be highly restrictive or prohibited in order to avoid potential impacts to sensitive resources. A geographic information system (GIS) data layer that includes all known sensitive resource areas has been developed that provides information to Alabama Power Shoreline Representatives on the areas designated as Sensitive Resources. This GIS data layer is continuously updated as new information becomes available and Alabama Power will continue to use this GIS layer to record areas designated as Sensitive. Additionally, the SMP maps included in Appendix B generally illustrate areas that are designated as sensitive. As stated above, the information depicted on this map is continuously updated; therefore, this map is accurate as of the filing of this updated SMP.

When a permit application is received for an area that is designated as Sensitive Resources, an environmental review by Alabama Power's Environmental Affairs Department (EA) is triggered. This review must be completed prior to permitting.

The allowable uses in the Sensitive Resources designation are described below.

#### **4.2.1 ALLOWABLE USES IN AREAS DESIGNATED AS SENSITIVE RESOURCES**

Alabama Power has developed guidelines for permitting activities on lands designated as Sensitive Resources within the Project Boundary. These guidelines for residential shoreline permits<sup>8</sup> will expedite the Alabama Power permitting process and will at the same time ensure the protection of cultural resources and wetlands.

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<sup>8</sup> Non-residential permits are reviewed in a separate process. Alabama Power evaluates the non-residential permits based on shoreline classification and agency review is required.



#### **4.2.1.1 WETLANDS**

The Sensitive Resources GIS data layer contains information on Project wetlands taken from surveys completed by Alabama Power's wetlands experts and/or areas identified on National Wetland Inventory (NWI) maps.

In addition, Alabama Power Shoreline Management Representatives receive training on the more common features of wetlands. If they suspect wetlands are present in an area where a permit has been requested, they will forward the permit to EA for review just as they would if the area had been designated as Sensitive Resources.

Any disturbance within wetlands is discouraged; however, if permittee wishes to pursue a Project within wetlands, EA will review all permit requests in areas sensitive for potential wetlands and will make a determination of impacts in consideration of all applicable rules and regulations. USACE granted Alabama Power permission to issue permits under the auspices of the USACE Mobile District Office under a Programmatic General Permit (PGPs). However, the PGP does not authorize APC to permit dredge or fill in wetlands. Fill may include, but is not limited to, boat ramps, shoreline stabilization measures and spoil activity.

#### **4.2.1.2 CULTURAL RESOURCES**

Cultural resources include archaeological and historic sites. When approved by FERC, Alabama Power will use the the R.L. Harris Hydroelectric Project Historic Properties Management Plan (HPMP) and Programmatic Agreement (PA), which are the governing documents, contain guidance on managing the Project in relation to the presence, or potential presence, of archeological and historic properties. No disturbance is allowed on the site of any known cultural resources prior to consulting with Alabama Power's EA Department. EA personnel will determine if a known site is present and if further testing is required. Upon completion of all required consultations, EA will contact Alabama Power's Shoreline Management Representative with notice that the permitted activity may proceed. In addition, if human remains, historic resources, or archaeological resources are discovered during any construction, all activities shall cease, and the permittee or its contractor shall contact Alabama Power immediately.

Alabama Power Shoreline Management Representatives are trained annually on how to identify areas with a high potential to contain archaeological properties and how to spot



looting. If the Alabama Power Shoreline Management Representative encounters any possible cultural resources or looting, they will notify EA. EA will visit the site and conduct the appropriate level of archeological/historic testing and/or evaluation, if necessary.

**TABLE 4-1      EVALUATION MATRIX FOR R.L. HARRIS SENSITIVE RESOURCE AREAS**  
**CULTURAL RESOURCES**

<b>SMP      PERMITTED ACTIVITY</b>	<b>IF CULTURAL RESOURCES PRESENT</b>
Piers and walkways – construction and maintenance	<p>According to the HPMP, if known cultural resources are present:</p> <ol style="list-style-type: none"> <li>1. Determine if the activity will affect cultural resources. If yes, move to Step 2. If no, proceed with permitting process.</li> <li>2. Determine if the cultural resources are significant. <ul style="list-style-type: none"> <li>• Check Alabama State Site File.</li> <li>• Contact State Historic Preservation Office (SHPO), if needed.</li> </ul> If yes, move to Step 3. If no, proceed with permitting process.</li> <li>3. If cultural resources are significant, one or more of the following actions will occur. <ul style="list-style-type: none"> <li>• Contact SHPO.</li> <li>• Conduct a field survey.</li> <li>• Avoid the area, relocate the permitted activity.</li> <li>• Conduct additional testing.</li> </ul> </li> </ol>
Floating and Stationary Boathouses, Wetslips, and Boatslips with anchoring – construction and maintenance	This activity may be allowed or restricted based on coordination with SHPO, in accordance with the HPMP. See piers and walkways procedure.
Marine Rails – construction and maintenance	This activity may be allowed or restricted based on coordination with SHPO, in accordance with the HPMP. See piers and walkways procedure.
Boat Ramps – construction and maintenance	This activity may be allowed or restricted based on coordination with SHPO, in accordance with the HPMP. See piers and walkways procedure. If the boat ramp construction requires excavation, see procedure listed for spoil.



<b>SMP PERMITTED ACTIVITY</b>	<b>If CULTURAL RESOURCES PRESENT</b>
Shoreline Stabilization – new construction and extension of existing shoreline stabilization structures	This activity may be allowed or restricted based on coordination with SHPO, in accordance with the HPMP. See piers and walkways procedure.
Dredging/Spoil Area	All dredging requires review by EA. All spoil area determination requires consultation with SHPO, unless spoil will be located behind an existing seawall or in an approved landfill.
Repair of an existing erosion site	This activity may be allowed or restricted based on coordination with SHPO, in accordance with the HPMP. See piers and walkways procedure.

### 4.3 SUMMARY OF ACRES IN EACH CLASSIFICATION

Table 4-4 shows the acreages associated with each SMP classification as well as the Sensitive Resources designation.

**TABLE 4-4 R.L. HARRIS HYDROELECTRIC PROJECT SHORELINE CLASSIFICATIONS**

<b>Classification</b>	<b>Acres</b>	<b>Shoreline Miles</b>	<b>Shoreline Miles Sensitive</b>
Project Operations	307	2.86	0.07
Recreation	310	8.06	2.81
Commercial Recreation	107	2.99	0.27
Flood Storage	264	290.89	49.24
Scenic Buffer Zone	745	0	0
Hunting	2,932	14.94	1.67
Natural/Undeveloped	2,877	47.26	7.44
<b>TOTAL</b>	<b>7,542</b>	<b>367</b>	<b>61.5</b>



## **5.0 Alabama Power's Shoreline Compliance Program**

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FERC is responsible for issuing licenses for the construction, operation, and maintenance of non-federal hydropower projects. Alabama Power, as the licensee, is responsible for operating and maintaining its FERC-licensed Projects in accordance with the license requirements and Project purposes (e.g., power generation, public recreation, environmental protection, aesthetic values). According to the provisions of its license, Alabama Power may authorize specific uses and occupancies of the Project reservoir's shoreline that are not related to hydroelectric power production or other Project purposes. Such uses of project lands and waters are typically referred to as "non-project uses."

During the mid-1980s, Alabama Power initiated a formal permitting program on Harris, and in 1992, it initiated a formal permitting program for its remaining 11 hydroelectric reservoirs. The USACE granted Alabama Power permission to issue permits under the auspices of the USACE Mobile District Office under a Programmatic General Permit (PGPs). Alabama Power has continued working with the USACE to update the PGPs as necessary as well as to ensure compliance with its regulations.

In 2006, Alabama Power instituted an enhanced Shoreline Permitting Program, and in 2009 Alabama Power began identifying both permitted and unpermitted structures around its reservoirs and conducting surveillance quarterly and increased the frequency of reservoir surveillance as needed to reduce the number of new encroachments. On March 14, 2012, Alabama Power filed a Shoreline Compliance Plan (SCP) with FERC that incorporates Alabama Power's existing programs and processes along with a method to assess and resolve unpermitted structures on each of its reservoirs. FERC acknowledged that the SCP is consistent with Alabama Power's overall responsibilities under its project licenses to oversee and control shoreline development at the projects in a letter issued on August 17, 2012. The SCP includes six components:



- (1) shoreline permitting
- (2) structure identification, assessment, and resolution
- (3) public education and communication
- (4) surveillance program
- (5) shoreline litigation
- (6) shoreline preservation initiatives

## **5.1 SHORELINE PERMITTING**

A permit is needed when an activity proposed by an entity, often a shoreline property owner, could affect lands within the Project Boundary. Activities requiring permits include, but are not limited to, construction or modification of boat docks, boathouses, boat ramps, piers, shoreline stabilization materials (e.g., sea walls, riprap), and any activity that requires conveying an interest in, on, or across Project lands. Any development or construction along reservoir shorelines and within the Project Boundary must be permitted before work can begin. Depending on the nature, size, and location of the proposed activity, Alabama Power may implement a phased approach for permitting in which permits are issued sequentially for phases/components of large developments. Compliance with all initial conditions of existing permits is required before subsequent permits can be issued. Certain activities may be restricted or prohibited on shorelines designated as Sensitive Resources.

FERC has defined three levels of use in the Use and Occupancy Article. Uses covered in Paragraph (b) of the article typically involve residential piers, boat docks, and retaining walls. FERC has delegated the authority to review and approve these types of uses to Alabama Power. Uses covered in Paragraph (c) involve the conveyance of easements, rights-of-way, or leases and typically include activities such as replacement or maintenance of bridges and roads and structures such as: storm drains and water mains; telephone, gas, and electric distribution lines; minor access roads, and other similar structures. These requests require consultation with the appropriate state and federal agencies and stakeholders and ultimately can be permitted by Alabama Power after its review is complete. Paragraph (c) permits are reported to FERC on an annual basis. Uses covered in Paragraph (d) involve the conveyance of fee title, easements or right-of-ways, and leases, for activities such as the construction of new roads and bridges, sewer lines that discharge into Project waters, marinas, and other similar structures. These requests also require review by Alabama Power and consultation with the appropriate local, state,



and federal agencies and stakeholders and also must be submitted to FERC for review and approval. Alabama Power generally considers all activities in paragraphs (c) and (d) and those activities not specifically defined in the Use and Occupancy article, as Non-Residential Permits.

Whether the non-project use is approved under the delegated authority described in the Use and Occupancy article or through formal FERC approval, Alabama Power is responsible for ensuring that the use is consistent with the purposes of protecting or enhancing the scenic, recreational, and other environmental values of the Project. Alabama Power has a responsibility under the license articles to supervise and control the use and occupancies for which it seeks or grants permission and to ensure compliance with the permits and instruments of conveyance that are executed.

In addition to these federally mandated review processes, the shoreline land classifications outlined in Section 4.1 will also be considered prior to permitting a requested activity, to ensure that the proposed land use activity is a permissible use within the applicable land-use classification. For example, permits requested on shorelines designated as Sensitive Resources will automatically trigger a review by EA who will decide if the proposed activity will significantly affect these sensitive resources; therefore, certain activities may be restricted or prohibited on some properties so designated.

### **5.1.1 PERMITTING GUIDELINES**

Alabama Power has developed the "General Guidelines for Residential Shoreline Permitting and Permit Terms and Conditions" (guidelines) (Appendix C) for various types of activities. These guidelines are considered general, since each reservoir and lot is unique, and permitting policies may need to be adjusted periodically for various situations. As guidelines change (see Section 7.0), the most current guidelines will be attached to the SMP as it is updated over the term of the new license.

Alabama Power monitors new applications (and existing permits) through GIS and Records Management System, or RMS, latest software system. This information is used during regular surveillance activities to assess compliance with the terms and conditions of the applicable permit. Alabama Power uses the GPS coordinates of new permit applications to analyze the exact location of the proposed activity and identify any permit stipulations that may be required as a result of the associated land classification.



Alabama Power does not approve the design, engineering, etc. of structures within the Project, but instead approves the types, sizes, locations, and uses. The ownership, construction, operation, and maintenance of any permitted facility are the responsibility of the applicant, who is subject to and solely responsible for complying with all applicable federal, state, and local laws and regulations, including any applicable building or electrical codes. The applicant is responsible for all expenses related to obtaining any necessary federal, state, local permits or approvals.

Permit approval and acceptance by the applicant releases Alabama Power, its officers, agents and employees from any and all causes of action, suits at law or equity, or claims or demands, or from any liability of any nature whatsoever for or on account of any damages to persons or property, including the permitted facility, arising out of the ownership, construction, operation or maintenance by the permittee of the permitted facilities.

#### **5.1.1.1 RESIDENTIAL PERMITTING**

A shoreline property owner generally initiates the permit process by contacting Alabama Power to request information about how to obtain a "Lakeshore Use Permit" (permit). During this initial contact, an Alabama Power Shoreline Management Representative explains the general permitting process and reviews the guidelines with the applicant. These guidelines do not attempt to address every specific situation that may exist on Alabama Power reservoirs but are provided as a general guide to assist property owners and their contractors with development and construction actions. Recognizing that site-specific circumstances may warrant special consideration, Alabama Power may make exceptions and modify these guidelines at its discretion.

Following the initial contact, an appointment may be made for an Alabama Power Shoreline Management Representative to visit and/or discuss the proposed activity/use, within the Project, with the property owner. During this meeting, the Alabama Power Shoreline Management Representative reviews drawings of the proposed activity or facility and examines the shoreline. After the Alabama Power Shoreline Management



Representative reviews the applicable guidelines with the property owner, the “Request for Lakeshore Use Permit,” is completed and provided to Alabama Power for review<sup>9</sup>.

As part of the review process, the application is reviewed to determine if the proposed project meets the General Guidelines for Residential Shoreline Permitting, the USACE PGP Conditions, and the Dredge Permit Program. If the application meets the PGP parameters (as well as other respective guidelines), the activity is authorized according to the applicable PGP(s) in the form of an approval letter<sup>10</sup> to the applicant and a copy of the letter is saved at the respective Shoreline office. Upon approval of the permit, the permittee is required to complete all facility construction within 1 year. If construction is not completed within the time allotted, the permit will become null and void unless the property owner obtains an extension of time from Alabama Power.

If the permit application is not approved or is found insufficient, Alabama Power’s Shoreline Management Representative will explain the deficiencies to the property owner. Insufficient applications generally require an additional site inspection to review and discuss possible adjustments necessary to obtain approval. Alabama Power’s Shoreline Management Representative makes the final permit decision.

#### **5.1.1.2 NON-RESIDENTIAL PERMITS (NRPs)**

Non-Residential Permit applications corresponding to the appropriate paragraphs in the Use and Occupancy article are initiated through the local Alabama Power Shoreline Management Representative. Alabama Power generally conducts an on-site meeting with the applicant to discuss the guidelines and permitting process. The process to apply for and obtain a permit from Alabama Power for certain uses of the lands associated with each hydroelectric Project, including lake shorelines, consists of three phases:

- **PHASE 1 (INITIAL REVIEW)** – The period of time from an Applicant’s receipt of the NRP Application Phase 1 Information Checklist (usually distributed at, or soon after, the initial onsite meeting) until Alabama Power determines the Application is complete and ready for stakeholder consultation.

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<sup>9</sup> If the proposed activity lies within a Sensitive Resource area, the procedures outlined in Section 4.2 apply.

<sup>10</sup> Approval letters are valid for a period of one year from issuance; if construction requiring both an approval letter and a permit is not completed within the one-year timeframe, the property owner must obtain an extension of time from Alabama Power on both the letter and the permit.



- **PHASE 2 (AGENCY/STAKEHOLDER CONSULTATION)** – The period of time from Alabama Power determining the Phase 1 Information is complete until Alabama Power determines agency/stakeholder consultation is complete. Upon completion of Phase 2, the Application is ready for filing for FERC authorization or issuance of a conveyance.
- **PHASE 3 (FERC REVIEW)** – The period of time from Alabama Power’s filing of the Application with FERC until FERC issues its approval.

Alabama Power places NRPs into three groups: Non-Residential, Multiple Single-Family Type Dwellings, and Easements. Non-Residential permits cover marinas, and may also cover parks, overnight campgrounds and other similar facilities depending upon project details. Multi-Family permits<sup>11</sup> may be used for condominiums, planned residential facilities, long-term campgrounds, etc. Easement requests are often used for utility and road crossings as allowed for in Paragraphs (c) and (d) of the Use and Occupancy Article. Some developments may have a combination of the above-mentioned groups and may also include residential permits depending upon facility details. Alabama Power’s guidelines for Non-Residential facilities and Multiple Single-Family Type Dwellings are provided in Appendix D.

### **5.1.2 PERMIT ENFORCEMENT**

Alabama Power closely monitors activities along the shoreline to ensure that they are permitted and are being performed in accordance with the conditions outlined in the applicable permit. Alabama Power’s surveillance program monitors each development on a regular basis. Unauthorized or unpermitted activities within the Project Boundary are treated as encroachments or violations. Alabama Power works with the responsible property owner to bring the activity into compliance with its permitting guidelines and terms and conditions. This may involve modification or removal of the structure(s) and restoration of disturbed shoreline at the owner’s expense, permitting after completion of corrective actions, remediation, mitigation, litigation, or any combination of these. When unauthorized work is discovered, Alabama Power may seek a temporary restraining order

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<sup>11</sup> Certain multi-family permits may be permitted using Alabama Power’s residential permitting process depending upon the facility details. For information regarding which multi-family permits will require the NRP process, reference Alabama Power’s guidelines for Non-Residential facilities in Appendix D.



to stop further construction work within the project, which can result in unwanted construction delays and additional expense for the owner.

A construction permit tag is issued with each approved permit, and a permanent permit tag is issued upon completion. These tags aid in the monitoring and surveillance of the reservoirs. Permit tags are posted on the permitted facility or on the land areas covered by the permit so that they can be visually checked with ease from the water.

The assistance of reservoir stakeholders in shoreline surveillance should not be overlooked. Stakeholders are encouraged to report possible permitting violations by calling the local Alabama Power Shoreline Management office, by calling 1-800-LAKES11 and following the prompts for the appropriate reservoir, or by visiting Alabama Power's Shoreline Management website located at: <https://apcshorelines.com>.

### **5.1.3 PERMIT TRANSFERABILITY**

Permits are transferable by the permittee upon approval by Alabama Power. When a property is sold, or ownership is transferred, the new owner and permittee must contact Alabama Power to receive a permit transfer issued in their name. Alabama Power is available to consult with permittees prior to the sale or transfer of property to determine whether the permitted facilities are in compliance with Alabama Power permitting guidelines.

### **5.1.4 PERMIT REVOCATION**

If a permittee fails to comply with any of the conditions of a permit, or with any additional conditions imposed by Alabama Power, or any federal, state or local agency, the permittee shall be required to take appropriate action to correct the violation. If the violation is not corrected within 60 days after written notification, Alabama Power may cancel the permit and require the removal of any facilities that were formerly permitted. Alabama Power may revoke a permit whenever it determines that the public interest necessitates such revocation or when it determines that the permittee has failed to comply with the conditions of the permit. The revocation notice, mailed by registered or certified letter, shall specify the reasons for such action. Alabama Power may summarily revoke a permit in emergency circumstances. Alabama Power will consider extensions of the noted time frames on a case-by-case basis.



### **5.1.5 DILAPIDATED, ABANDONED AND UNPERMITTED STRUCTURES**

Because the Project reservoirs have developed at different rates due to factors such as locality, population density, and age of development, the design and condition of structures on the reservoirs varies. Some structures do not meet current permit requirements, and some structures are in disrepair. Unpermitted structures are discussed in Section 5.2.

A dilapidated structure is one that is anchored or otherwise affixed to a piece of property and can no longer be considered serviceable due to its poor state of repair. Several structures on Alabama Power's reservoirs are considered dilapidated because of inadequate flotation or failing structural integrity, or both. Abandoned structures are free floating and not associated with any particular property.

Through the SCP, Alabama Power has established a program to address dilapidated and abandoned structures. Alabama Power removes abandoned structures from the reservoir in coordination with Renew Our Rivers and the Alabama Law Enforcement Agency - Marine Patrol. In the case of a dilapidated structure, a notice is issued to the property owner, asking the owner to contact Alabama Power. Alabama Power explains the issue and requests cooperative action from the owner to repair or remove the dilapidated structure. Alabama Power may pursue removal of these structures when it deems removal appropriate or when the Alabama Law Enforcement Agency - Marine Patrol determines a safety hazard exists.

## **5.2 STRUCTURE IDENTIFICATION, ASSESSMENT AND RESOLUTION**

In 2009, Alabama Power began identifying all existing permitted structures and unpermitted legacy structures within the boundaries of its Projects. Each structure was assessed based on physical attributes, legal status, permitting status and the Project purpose of the occupied lands. Alabama Power began working with unpermitted legacy structure owners and other stakeholders to reach resolutions for non-conforming structures so that they can be brought within Alabama Power's Shoreline Permitting program.

## **5.3 SURVEILLANCE PROGRAM**

Alabama Power began its formal surveillance program in 1992 and initiated a revamped surveillance program in 2006. In 2009, Alabama Power continued improving its



surveillance program by beginning to survey each reservoir on a quarterly basis in order to document emerging issues and track them to resolution. Beginning in 2011, Alabama Power further upgraded its surveillance program by increasing the frequency of reservoir surveillance and began utilizing newly developed RMS/surveillance tracking software to document potential compliance issues and to track them to resolution. Alabama Power surveys the 367 miles of shoreline associated with the Project on a regular basis.



## 6.0 BEST MANAGEMENT PRACTICES AND EROSION AND SEDIMENTATION CONTROL

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### 6.1 BEST MANAGEMENT PRACTICES

Best management practices are on-site actions implemented by an individual or group to lessen the potential direct or indirect effects of the use of a particular resource. For example, if a property owner chooses to cut vegetation from his or her shoreline property to improve access or to improve the view-shed, the property owner may choose to clear selectively, replant low-lying vegetation that will help maintain the stability of the bank, or both. Selective clearing and replanting would be considered to be BMPs because they are on-site actions that would lessen the potential effects of clearing vegetation. Although the use of BMPs is not required by regulations, regulatory agencies throughout Alabama and the country actively promote the use of BMPs on shoreline projects to reduce potential adverse effects and assist in the conservation and protection of valuable shoreline resources.

Alabama Power, with assistance from relicensing stakeholders and other interested parties, supports public education efforts to encourage the adoption of shoreline BMPs as well as any other BMPs promoted by state and regulatory authorities. In addition, Alabama Power is committed to implementing applicable BMPs on Alabama Power fee simple owned lands classified as Recreation and Natural/Undeveloped. Alabama Power recommends that adjoining property owners adopt shoreline BMPs to maintain and preserve qualities associated with naturally vegetated shorelines, including water quality protection, shoreline stabilization, aesthetics, and wildlife habitat.

In addition to the information on the Alabama Power web site, Alabama Power developed an illustrated brochure entitled *Shoreline Management Practices* (Appendix E) that discusses general and historical information about each development and its reservoir. The *Shoreline Management Practices* brochure includes sections explaining BMPs, recommendations for implementing these practices, and diagrams that educate prospective permittees. Alabama Power's *Shorelines* publication also periodically features educational information regarding erosion control and BMPs. Information regarding BMP's can be found at: <https://apcshorelines.com/shoreline-management/>.



### **6.1.1 BUFFERS AND VEGETATION MANAGEMENT**

Vegetated shorelines are an important component of a healthy reservoir ecosystem. Naturally vegetated shorelines, including wetlands, can act as natural filters, facilitating the absorption and processing of runoff pollutants. This filtering ultimately reduces the amount of potentially harmful contaminants that enter a particular reservoir and contribute to water quality degradation. In addition to filtering potentially harmful pollutants, shorelines vegetated with native species also work to preserve the physical integrity of the shoreline. The root systems of naturally vegetated shorelines provide a structure that helps to maintain shoreline integrity and reduce excessive erosion that can lower water quality, and in some cases, adversely affect aquatic habitat. Naturally vegetated shorelines also improve the aesthetic integrity of the reservoir as well as the amount of habitat available to aquatic and terrestrial species.

Alabama Power recommends that property owners adopt the following shoreline BMPs to maintain and preserve those qualities associated with naturally vegetated shorelines:

- Plant native trees, shrubs, and flowers for landscaping and gardens in order to reduce watering as well as chemical and pesticide use. Reference information can be found in Appendix E.
- Preserve or establish a naturally managed vegetative filter strip along the shoreline to keep clearing of native trees and vegetation to a minimum. Alabama Power recommends a buffer set back of at least 15 feet measured horizontally from the full pool elevation<sup>12</sup>.
- Plant a low maintenance, slow growing grass that is recommended for your soil conditions and climate. Reference information can be found in Appendix E.
- Maintain the grass as high as possible in order to shade out weeds and improve rooting so less fertilizing and watering are required.
- Avoid dumping leaves or yard debris on or near the shoreline.

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<sup>12</sup> The BMP recommended here does not in any way supersede or replace the requirements of the scenic easement. Scenic easements include covenants running with the land for the project purpose of protecting scenic and environmental values and, as such, are requirements and not recommendations.



### **6.1.2 WATER QUALITY**

Water quality is an important indicator of the overall health of the reservoir. Water quality not only affects aquatic and terrestrial wildlife, but also the health and well-being of individuals and communities that surround the reservoir.

Alabama Power recommends that property owners adopt the following BMPs to preserve and improve the water quality of the Project's reservoir:

- Use permeable paving materials and reduce the amount of impervious surfaces, particularly driveways, sidewalks, walkways, and parking areas.
- Avoid or minimize the use of pesticides, insecticides, and herbicides whenever possible.
- Dispose of vehicle fluids, paints, or household chemicals as indicated on their respective labels and do not deposit these products into storm drains, project waters, or onto the ground.
- Use soap sparingly when washing your car and wash your car on a grassy area so the ground can filter the water naturally. Use a hose nozzle with a trigger to save water and pour your bucket of used soapy water down the sink and not on the ground.
- Avoid or minimize applying any fertilizer. Apply fertilizers and pesticides according to the label and never just before a heavy precipitation event. Fertilizer use can also be avoided by using native vegetation in a landscape.
- Maintain septic tanks and drain fields according to the guidelines and/or regulations established by the appropriate regulatory authority.
- Discourage livestock from entering project waters or tributaries.
- Create and maintain a rain garden in the landscape to naturally filter runoff.

### **6.1.3 PROPERTY DEVELOPMENT AND MANAGEMENT**

Alabama Power's R.L. Harris Hydroelectric Project includes approximately 367 miles of shoreline. Private residential property occupies a considerable amount of that shoreline and has a significant effect on the shoreline as well as the reservoir itself. Individually, one property does not normally have a large effect upon the shoreline or the reservoir. Cumulatively however, residential activities can have a pronounced effect on reservoirs and their shorelines.



Alabama Power's existing permitting program includes guidelines to follow when considering a shoreline use permit request. These guidelines are specifically designed to minimize impacts to shoreline resources associated with property development. In addition to the existing permit guidelines, Alabama Power recommends that property owners adopt the following shoreline BMPs to help conserve and protect valuable shoreline resources.

- Deposit excavated materials in an upland area and properly secure them to prevent them from entering the waterway, adjacent wetlands, or bottomland hardwoods through erosion and sedimentation. (required when dredging).
- Place riprap along the base of existing seawalls.
- Maintain natural drainage to the maximum extent possible and do not direct concentrated runoff directly into the reservoir.
- Divert rain gutters/drain pipes and other sources of household runoff, including driveways, to unpaved areas where water can soak into the ground and be naturally filtered before reaching the reservoir.
- Dispose of yard debris and other biological waste in a compost pile located outside of the 800-foot msl or at least 50-horizontal feet away from the shoreline, whichever is less.
- Avoid excessive watering of lawns and water either in the morning and/or in evening.
- Plant native species to reduce watering.

In addition to the preceding shoreline BMPs, Alabama Power recommends that all activities on lands adjacent to each reservoir follow existing state BMPs (e.g., Alabama's Best Management Practices for Forestry, Alabama Clean Water Partnership BMPs, Alabama Handbook for Erosion Control, Sediment Control and Storm-water Management on Construction Sites and Urban Areas). For a list of references regarding these BMPs, as well as additional sources of information, see Appendix F. Although applicable BMPs are required on Alabama Power owned Project lands classified as Recreation and Natural/Undeveloped Lands, not all BMPs will be practicable on specific sites. BMPs will be required at these sites on a case by case basis.



## **6.2 EROSION AND SEDIMENT CONTROL**

Alabama Power's permitting process and BMPs include numerous provisions for controlling soil erosion and sedimentation, including bio-engineering techniques such as planting willow and wetland species.

Bioengineering techniques involving marsh creation and vegetative bank stabilization (soil bioengineering) may be effective at sites with limited exposure to erosion forces (e.g., strong currents, wind-generated waves, etc.). In cases with increased erosional forces an integrated approach that employs structural systems (e.g., seawalls) in combination with soil bioengineering techniques may be more appropriate.

Basic principles of soil bioengineering include the following (USDA-NRCS, 1992):

- fitting the soil bioengineering system to the site
- evaluating topography and exposure (e.g., note the degree of slope, presence of moisture)
- characterizing geology and soils (e.g., determine soil depth and type)
- studying the hydrology (e.g., calculate peak flows in the Project area)
- retaining existing vegetation whenever possible
- limiting removal of vegetation
- stockpiling and protecting topsoil
- protecting areas exposed during construction
- diverting, draining, or storing excess water

Some appropriate bioengineering practices include installing coconut fiber rolls or live fascines, live staking, restoring or creating marsh, and preserving or creating vegetative buffers. Some appropriate integrated practices include bank shaping and planting; joint planting; and installing live crib-walls, vegetated gabions, vegetated reinforced soil slopes, or vegetated geogrids.



## 7.0 SHORELINE MANAGEMENT PLAN (SMP) REVIEW PROCESS

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In order for the SMP to remain relevant in the coming years, Alabama Power intends to review this document every 10 years with continued input from interested parties. Information related to Sensitive Resources (e.g., wetlands, threatened and endangered species and cultural resource locations) will be updated continuously as new information becomes available (e.g. as new federally listed species and/or federally designated critical habitat are designated). Due to the pace at which conditions around the reservoir will change over the foreseeable future, the 10-year time frame allows for Alabama Power to assess new issues that may arise as a result of development. A shorter time frame would preclude any meaningful analysis of cumulative effects; however, Alabama Power is always willing to listen to concerned stakeholders if unforeseeable circumstances warrant an interim review of particular sections of the SMP. This review process will provide the means for the permitting program to change, if necessary, or for additional BMPs to be adopted or replaced as their effectiveness is tested.

Alabama Power will meet with consulting agencies by December 31 of the ninth year of the 10-year cycle to determine the progress of implementing the SMP and to address any suggested modifications to the SMP. Additionally, Alabama Power will issue a report through various media outlets (e.g., the Alabama Power shoreline management web site, the *Shorelines* newsletter) with the number of permits it has processed on each shoreline classification type on each reservoir. Any request for this information in the intervening time will be considered on a case-by-case basis. A public workshop is then held to provide concerned stakeholders a forum to address any modifications. The public workshop is advertised in various media formats (e.g., website, Shorelines, contact with homeowner associations) one month before it begins. After the public workshop, the SMP review process will culminate by December 31 of each 10-year cycle in a filing that describes the agency consultation, any recommended modifications, and how Alabama Power addressed any proposed modifications to the SMP.

Alabama Power will host annual public education workshops to address SMP questions, especially with regard to permitting, during the ten-year review process.



## **8.0 LITERATURE CITED**

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USDA-NRCS (United States Department of Agriculture, Natural Resource Conservation Service). 1992. Engineering Field Handbook, Chapter 18 Soil Bioengineering for Upland Slope Protection and Erosion Reduction.



## **APPENDIX A**

### **FERC-APPROVED DREDGE PERMIT PROGRAM**

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# DREDGE PERMIT PROGRAM

**SMITH** (*FERC No. 2165*)  
**WEISS, H. NEELY HENRY, LOGAN MARTIN, LAY, AND**  
**BOULDIN** (*FERC No. 2146*)  
**MITCHELL** (*FERC No. 82*)  
**JORDAN** (*FERC No. 618*)  
**HARRIS** (*FERC No. 2628*)  
**MARTIN** (*FERC No. 349*)  
**YATES AND THURLOW** (*FERC No. 2407*)  
**PROJECTS**

*PREPARED BY:*



JANUARY 26, 2011



DREDGE PERMIT PROGRAM

SMITH (FERC No. 2165)  
WEISS, H. NEELY HENRY, LOGAN MARTIN, LAY, AND BOULDIN (FERC No. 2146)  
MITCHELL (FERC No. 82)  
JORDAN (FERC No. 618)  
HARRIS (FERC No. 2628)  
MARTIN (FERC No. 349)  
YATES AND THURLOW (FERC No. 2407)  
PROJECTS

PREPARED BY:



JANUARY 26, 2011



**DREDGE PERMIT PROGRAM**

**SMITH (FERC No. 2165)**  
**WEISS, H. NEELY HENRY, LOGAN MARTIN, LAY, AND BOULDIN (FERC No. 2146)**  
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**MARTIN (FERC No. 349)**  
**YATES AND THURLOW (FERC No. 2407)**  
**PROJECTS**

**ALABAMA POWER COMPANY**  
**BIRMINGHAM, ALABAMA**

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**LIST OF ATTACHMENTS**

Attachment A - Summary of Consultation



**DREDGE PERMIT PROGRAM**

**SMITH (FERC No. 2165)**

**WEISS, H. NEELY HENRY, LOGAN MARTIN, LAY, AND BOULDIN (FERC No. 2146)**

**MITCHELL (FERC No. 82)**

**JORDAN (FERC No. 618)**

**HARRIS (FERC No. 2628)**

**MARTIN (FERC No. 349)**

**YATES AND THURLOW (FERC No. 2407)**

**PROJECTS**

**ALABAMA POWER COMPANY**

**BIRMINGHAM, ALABAMA**

## **1.0 OVERVIEW OF PROGRAM**

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This proposed Program establishes the process and procedures for permittees seeking to obtain direct authorization from Alabama Power Company (Alabama Power) for removing up to 500 cubic yards (below the full pool elevation of the federal project as authorized by Federal Energy Regulatory Commission) of rock, soil, and silt materials from the reservoirs constructed and operated by Alabama Power<sup>1</sup> and under the jurisdiction of the Federal Energy Regulatory Commission (FERC). Establishing a Dredge Permit Program would provide Alabama Power with the delegated authority from the FERC to issue permits to people seeking to conduct small dredging projects. This program would cover all dredging applications from the issuance date of the FERC order approving this Program and would grandfather all previous dredging permits/activity. This Program will ensure continued compliance with federal, state, and local regulations, primarily the rules and regulations of the FERC under Title 18, Code of Federal Regulations, applicable articles of specific Alabama Power FERC project licenses; Section 404 of the Clean Water Act (33 U.S.C. § 1344) which requires authorization from the U.S. Army Corps of Engineers (USACE) for the discharge of dredged or fill material into all waters of the United States, including wetlands; Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403) which requires a permit from the USACE for work or structures in or affecting navigable waters of the U.S. ; and Alabama Department of Environmental Management (ADEM) regulations, Alabama Historical Commission (AHC) regulations, and local building and zoning regulations.

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<sup>1</sup> Smith Project (No. 2165); Weiss, H. Neely Henry, Logan Martin, Lay, and Bouldin (No. 2146), Mitchell (FERC No. 82); Jordan (FERC No. 618); Harris (No. 2628); Martin (No. 349); Yates and Thurlow (No. 2407).



## **2.0 SCOPE**

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The activities covered under this program are the dredging and removal or relocation of materials up to 500 cubic yards. Only dredging that is in conformity with the Corps of Engineers General Permits issued to Alabama Power will be permitted. This Program is not intended to cover applications for dredging in area of Choccolocco Creek, which lie partially within the FERC project boundary for the Logan Martin development (FERC No. 2146) and within the influence zone of the Anniston PCB Superfund Site. This Program is also not intended to cover applications for dredging on lands determined to be “Sensitive”, as discussed in each Project’s respective Shoreline Management Plan. The Program is for single (one-time) and complete activities only. The procedures outlined herein do not cover any activity greater than the amount specified, nor does it cover any activity which involves the removal or filling of special aquatic sites, including wetlands (as defined by the USACE for purposes of Section 404 of the Clean Water Act) or removal of upland materials.

## **3.0 PERMITTING PROCESS**

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The Alabama Power Corporate Real Estate Department shall be responsible for permitting the dredging activities contemplated under this Program. These procedures will be added to Alabama Power’s existing Shoreline Permit Program.

### **3.1 APPLICATIONS**

Requests to perform dredging activities must be accompanied by a written permit application providing:

- (1) The name, address, and daytime phone number of the applicant;
- (2) The location of the dredging site by section, township, and range, including address, if available, and county;
- (3) A description of the dredging activity including (a) approximate volume of the material to be dredged, (b) means of dredging, including equipment proposed to be used in the removal, (c) purpose of the dredging, such as maintenance;
- (4) Drawings or maps clearly showing the location and area characteristics of the proposed work site and disposal site;
- (5) Methods proposed to prevent turbidity of adjacent waters, including diking, silt fences, etc., and to prevent disturbed material from re-entering the waterway or any adjacent wetlands; and
- (6) The applicant’s plans/schedule for completing the dredging activity within one year of permit approval.



### **3.2 REVIEW OF PROPOSED ACTIVITY**

Upon receipt of a completed application, Alabama Power will review the information to determine the appropriateness of the activity and if there will be impacts to any special aquatic sites, including wetlands, threatened/endangered species and/or cultural resources. Alabama Power will review the Project Programmatic Agreement (PA) and Historic Properties Management Plan (HPMP) to determine if further consultation with the Alabama State Historical Preservation Officer is warranted. Alabama Power field personnel with responsibility for site management will inspect the location of the proposed activity upon receiving the application in order to document existing conditions. Field personnel will record documentary photographs of the site along with field measurements of the average depth of water at the proposed site for inclusion in the review process. Alabama Power will work to prevent impacts of dredging activities on fish spawning. If the determination of no probable impact is made in the review, a permit will be issued.

If a determination is made that there is a presence of special aquatic sites, including wetlands, a protected species, or an historic site, and appropriate mitigation can not be implemented, no permit will be issued and the applicant will be notified that the application is denied, citing the reason(s) thereof.

### **3.3 PERMIT ISSUANCES**

If the dredging activity is determined to be acceptable (with or without additional measures to protect environmental resources), a copy of the approved application and a permit will be returned to the applicant. All work authorized under a permit is to be completed within one year from permit issuance. Applicants will be required to notify the Alabama Power Corporate Real Estate field office (contact information will be part of the permit) at the time work is to begin, has been completed, or has ceased for other reasons, except for minor delays such as rain or equipment breakdowns. No further work may occur by virtue of the permit after notification has been given that the work contemplated has stopped.



The permit may include any required measures that must be taken by the applicant to protect areas adjoining the dredging area. The permit will also include conditions adequate to ensure that:

- (1) The use of the lands shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use;
- (2) The permittee shall take all reasonable precautions in accordance with federal, state and local laws to ensure that the construction, operation, and maintenance of structures or facilities on project lands will occur in a manner that will protect the scenic, recreational, and environmental values of the project; and
- (3) The permittee will cease work and contact the Alabama Power Corporate Real Estate field office immediately upon discovering archaeological (cultural resources) material during dredging.

#### **4.0 SITE INSPECTION**

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As stated under Review of Proposed Activity (Section 3.2), a thorough preliminary site inspection and documentation shall occur by Alabama Power prior to the start of work. During the period that work is progressing, a site inspection by Alabama Power's field personnel shall occur on a frequency commensurate with the scope of the project to ensure compliance with the applicant's plan and to verify that appropriate measures are being applied to protect surrounding land and water. Alabama Power retains stop-work authority and will use this authority as necessary to prevent hazardous or environmentally damaging activities associated with permit actions.

#### **5.0 FERC REPORTING PROCESS**

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Alabama Power will file an annual report with FERC on January 31. The report will list, by project, any activity removing up to 500 cubic yards of material from the project, during the proceeding year. Any activity involving the removal of more than 500 cubic yards would not qualify under this program and would require specific FERC approval and USACE permitting. Those cases would also be reported as an individual permit or Section 10 Letter of Permission in the annual report.



**ATTACHMENT A**  
**SUMMARY OF CONSULTATION**



## CONSULTATION SUMMARY

Alabama Power met with resource agencies on September 28, 2010 to discuss the concept and background of the Dredging Program. Alabama Power submitted a DRAFT for agency review and comment on November 17, 2010 and received comments from the U.S. Army Corps of Engineers (USACE), the U.S. Fish and Wildlife Service, and the Alabama Department of Conservation and Natural Resources. Alabama Power subsequently held a meeting to review comments with agencies on December 2, 2010. The following table provides the comments and how they were addressed by Alabama Power.

COMMENTING ENTITY	DATE OF COMMENTS	COMMENT(S)	ALABAMA POWER RESPONSE
USACE	December 17, 2010	A portion of OU4 of the Anniston PCB Site Superfund Site lies with boundaries of Logan Martin Reservoir. It is the Corps understanding that USEPA has not conducted PCB contamination investigations west of highway 77 at this time, but may assess contamination further downstream of OU4 once the RI/FS for OU4 is complete. The Corps recommends that Alabama Power coordinate with U.S. EPA's Superfund group.	Text was edited to address the USACE's comments
USACE	December 17, 2010	Paragraph 1.0: The Corps recommends changing the phrase "below the ordinary high water mark as defined by the U. S Army Corps of Engineers" to "below the full pool elevation of the federal project as authorized by FERC."	Text was edited per USACE's recommendation
USACE	December 17, 2010	Paragraph 1.0: The Corps recommends changing the phrase " Section 404 of the Clean Water Act (33 U.S.C. § 1344) prohibiting the discharge of material into special aquatic sites, including wetlands, without " to " Section 404 of the Clean Water Act ((33 U.S.C. § 1344)) requires authorization from the Corps of Engineers for the discharge of dredged or fill material into all waters of the United States, including wetlands".	Text was edited per USACE's recommendation



COMMENTING ENTITY	DATE OF COMMENTS	COMMENT(S)	ALABAMA POWER RESPONSE
USACE	December 17, 2010	Paragraph 1.0: The Corps recommends changing the phrase " Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403) which prohibits alterations of waters of the U. S. without a permit from the U. S. Army Corps of Engineers (USACE)" to " Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403), which requires a permit for work or structures in or affecting navigable waters of the U.S."	Text was edited per USACE's recommendation
USACE	December 17, 2010	Because Section 2.0 of the document states that Alabama Power will only issue permits for dredging that is in compliance with the Corps general permits, the Corps does not have any objections to proposed dredging program.	No changes made in text
ADCNR – via email from Chris Greene	January 7, 2011	No comments on the draft dredging program.	N/A
USFWS	December 14, 2010	Suggest adding a couple other conditions like: 1) no permitting will be authorized in any area that is designated as "sensitive lands" according to the Shoreline Management Plan. This includes areas that are in vicinity of listed species or areas designated as critical habitat. 2) no areas within the Logan Martin project that are within the influence zone of Choccolocco Creek will be dredged due to ongoing EPA remediation from the Anniston PCB Case.	Text was added to Section 2 to address USFWS comments



## **APPENDIX B**

### **SHORELINE CLASSIFICATION MAPS**

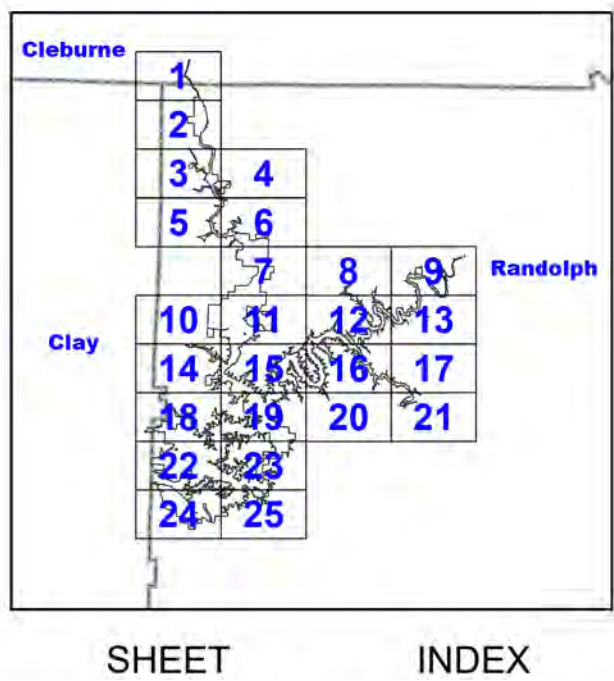
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CLAY, CLEBURNE & RANDOLPH COUNTIES  
T 17-18 S R 09-10 E



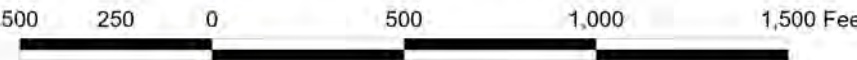
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PROJECT BOUNDARY DESCRIPTION

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| PROJECT BOUNDARY  | NATURAL UNDEVELOPED   |
| PROHIBITED ACCESS | HUNTING LANDS         |
| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

DRAWN BY DLM DATE June 1, 2022

SHEET NO. 1 OF 25 SHEETS

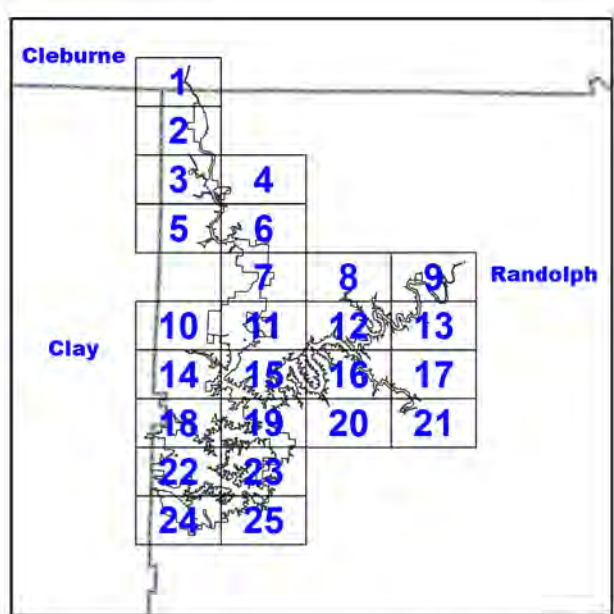


CLAY & RANDOLPH COUNTIES  
T 18 S R 09-10 E

Sheet 1



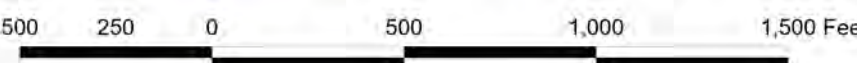
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|  RECREATION        |  COMMERCIAL RECREATION |
|  FLOOD STORAGE     |  SCENIC EASEMENT       |

 SENSITIVE AREAS



ALABAMA POWER COMPANY  
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SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

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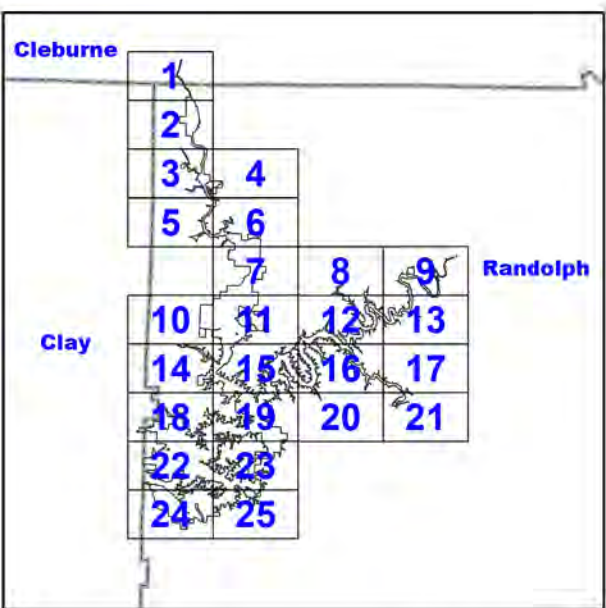
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T 18 S R 09-10 E

Sheet 2



Sheet 4

Sheet 5



PROJECT BOUNDARY DESCRIPTION

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| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R. L. HARRIS HYDROELECTRIC PROJECT NO. 2628

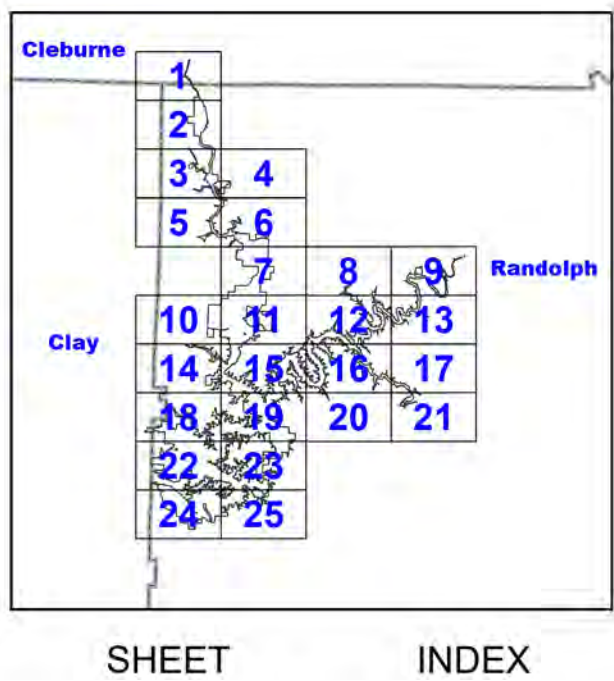
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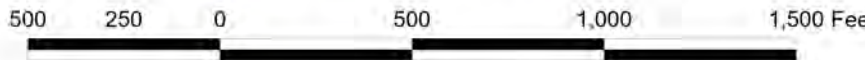
RANDOLPH COUNTY  
T 18 S R 10 E



PROJECT BOUNDARY DESCRIPTION

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| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS



ALABAMA POWER COMPANY  
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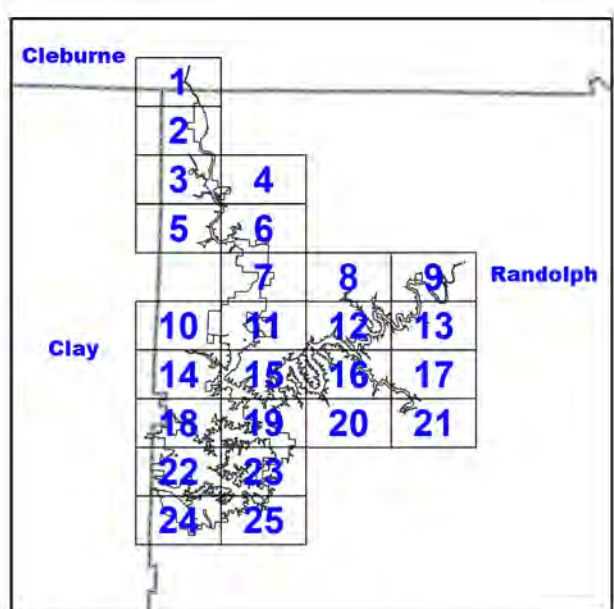


CLAY & RANDOLPH COUNTIES  
T 18-19 S R 09-10 E

Sheet 3



Sheet 6



SHEET INDEX

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| PROHIBITED ACCESS | HUNTING LANDS         |
| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R. L. HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

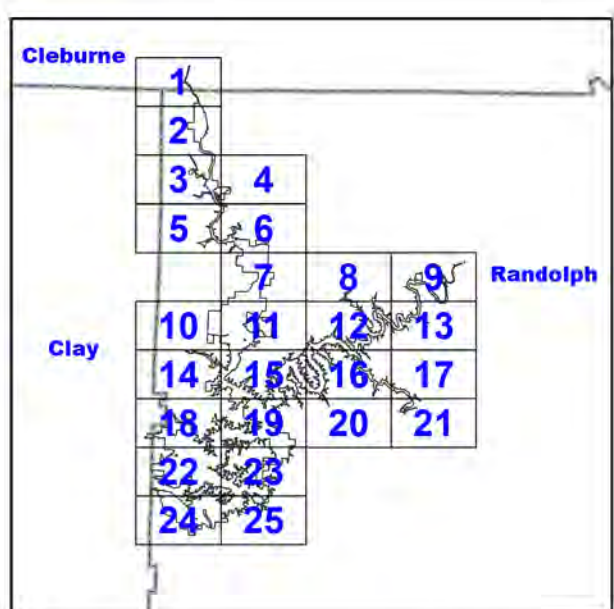
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RANDOLPH COUNTY  
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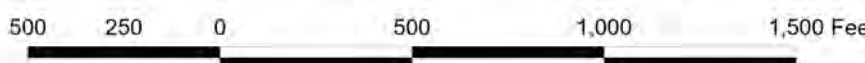
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| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS



ALABAMA POWER COMPANY  
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DETAIL PROJECT SMP CLASSIFICATION

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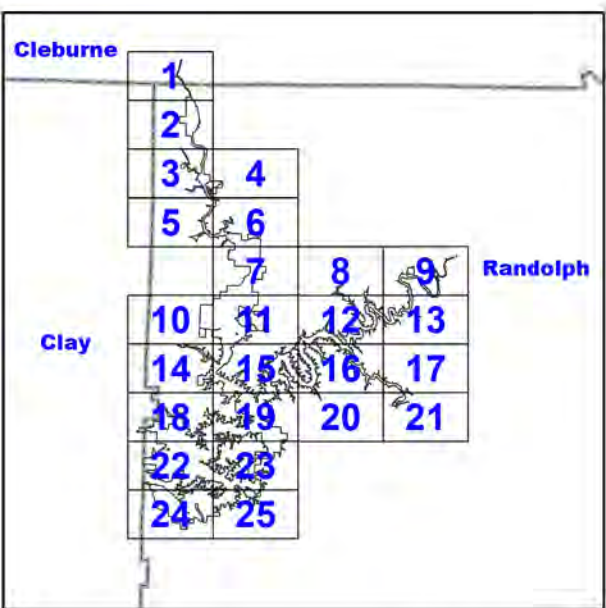
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T 19 S R 10 E

Sheet 6



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Sheet 11



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| PROHIBITED ACCESS | HUNTING LANDS         |
| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

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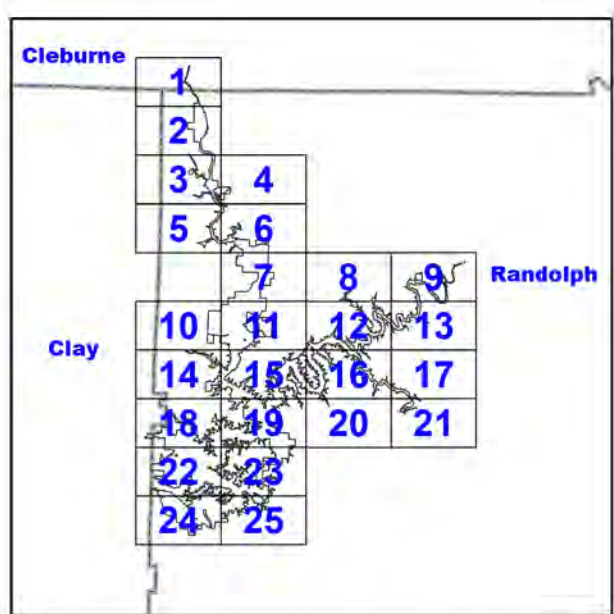
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T 19 S R 10-11 E



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Sheet 9

Sheet 25



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| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

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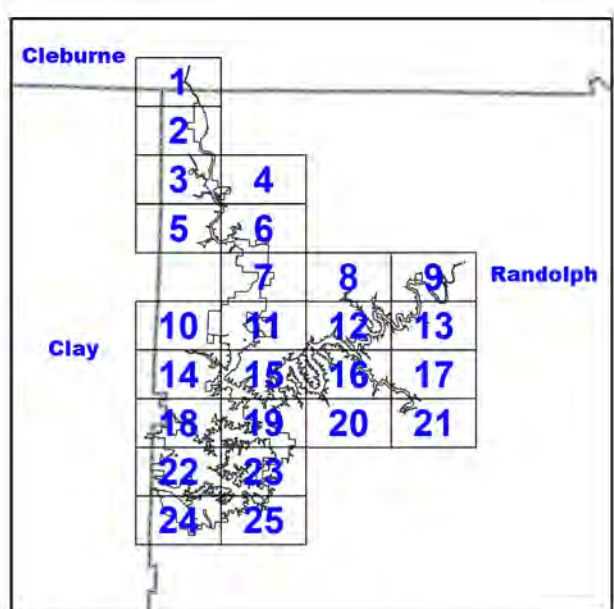


RANDOLPH COUNTY  
T 19 S R 11-12 E



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Sheet 13



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| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
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SUBJECT R. L. HARRIS HYDROELECTRIC PROJECT NO. 2628

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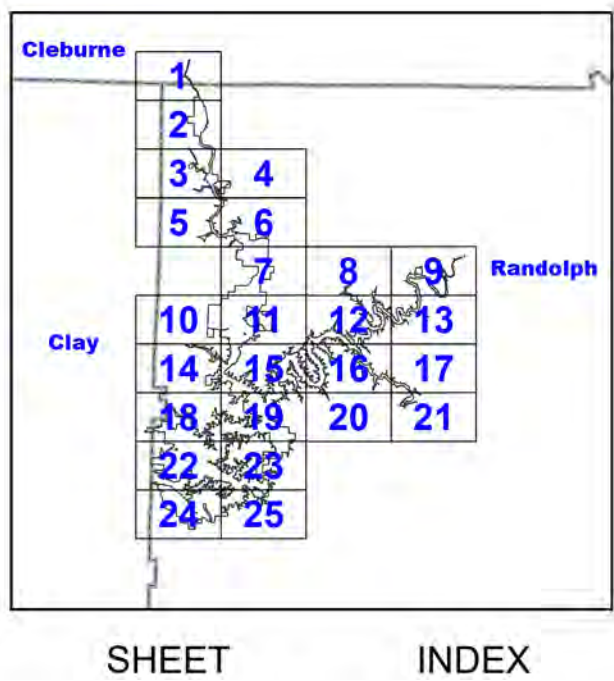


CLAY & RANDOLPH COUNTIES  
T 19 S R 09-10 E



Sheet 11

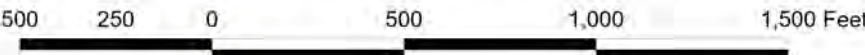
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| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

June 1, 2022

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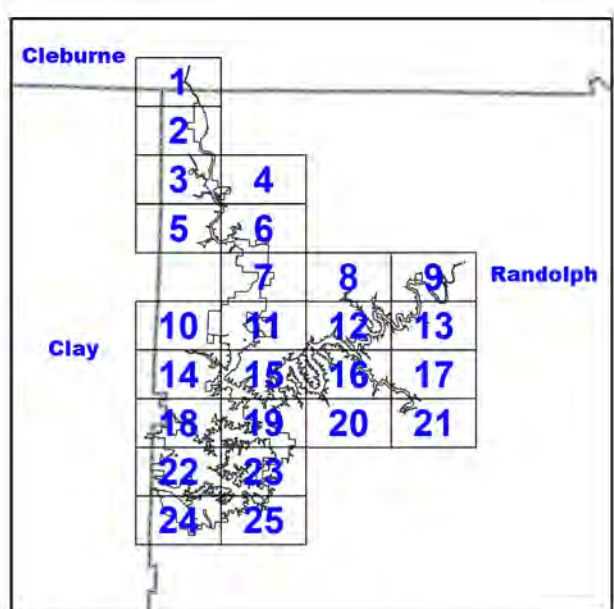


RANDOLPH COUNTY  
T 19 S R 10 E

Sheet 7



Sheet 15



PROJECT BOUNDARY DESCRIPTION

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| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

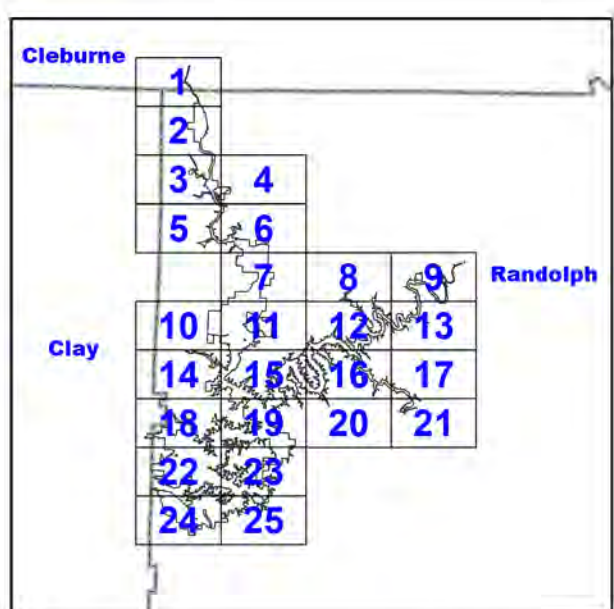
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RANDOLPH COUNTY  
T 19 S R 10-11 E

Sheet 8



PROJECT BOUNDARY DESCRIPTION

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| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

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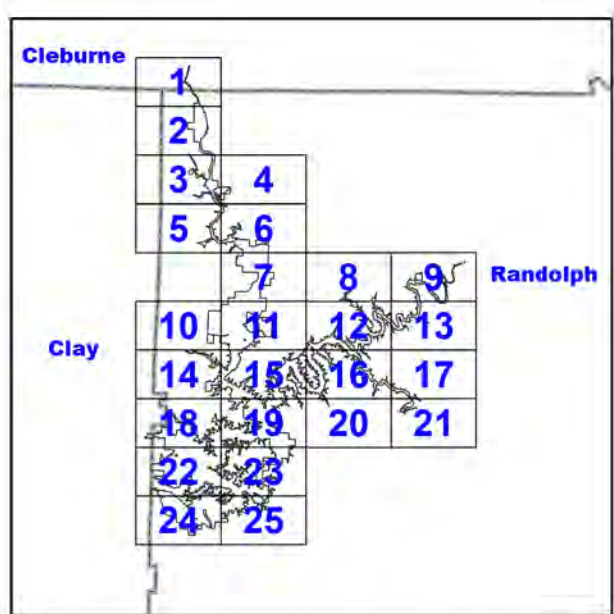
RANDOLPH COUNTY  
T 19 S R 11-12 E

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Sheet 17

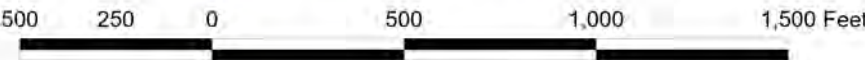


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| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

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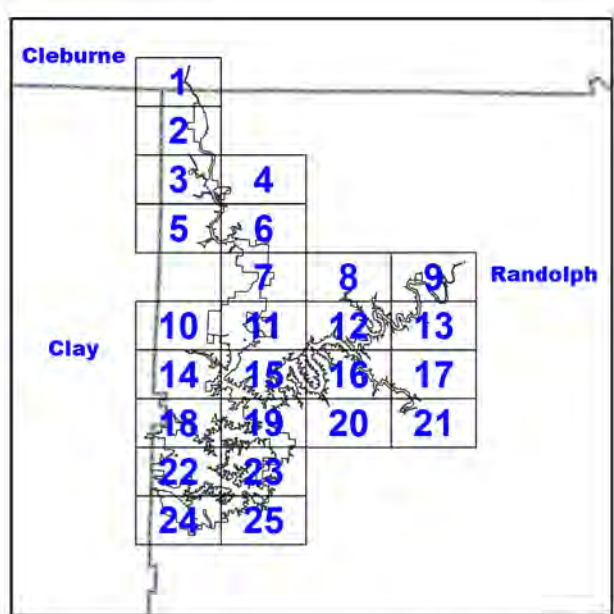


CLAY & RANDOLPH COUNTIES  
T 19 S R 09-10 E

Sheet 10



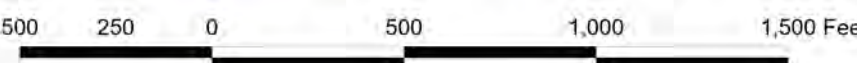
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| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

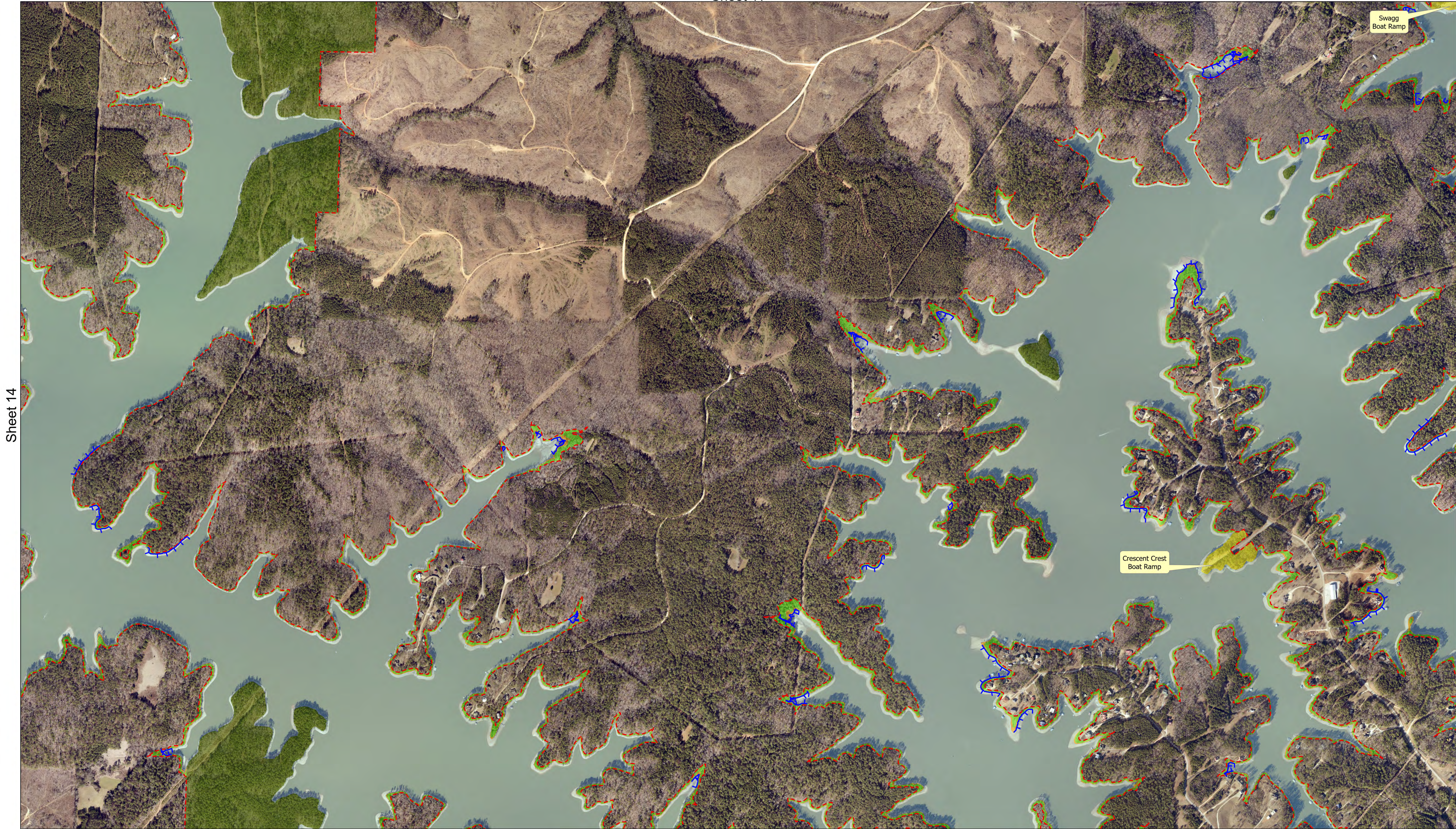
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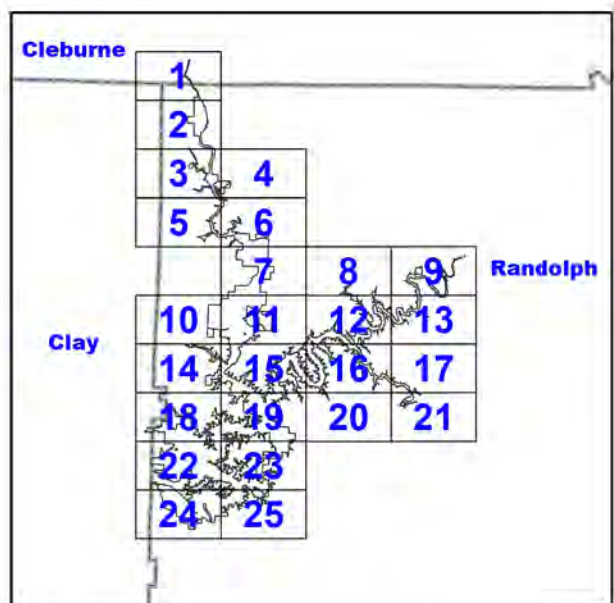


RANDOLPH COUNTY  
T 19 S R 10 E

Sheet 11



Sheet 19



SHEET INDEX

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| PROHIBITED ACCESS | HUNTING LANDS         |
| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

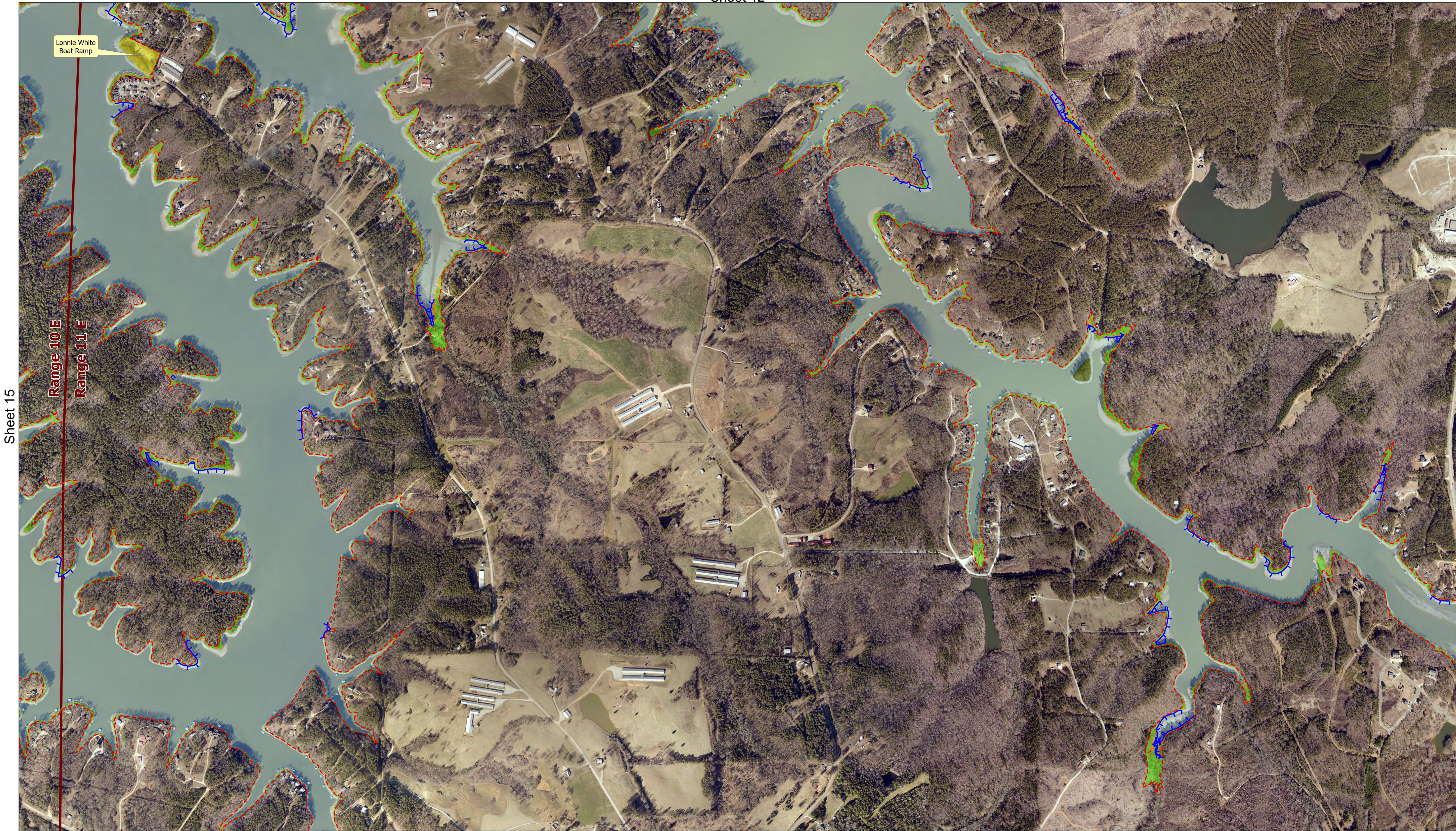
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RANDOLPH COUNTY  
T 19 S R 10-11 E

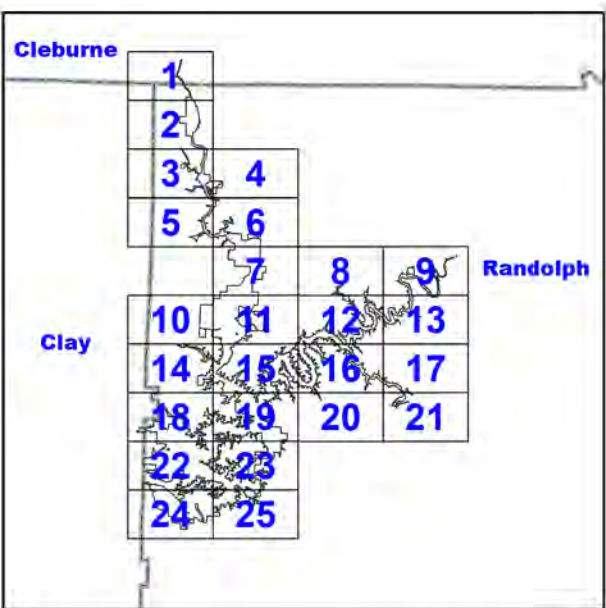
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Sheet 15

Sheet 17

Sheet 20



SHEET INDEX

PROJECT BOUNDARY DESCRIPTION

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| PROHIBITED ACCESS | HUNTING LANDS         |
| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R. L. HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

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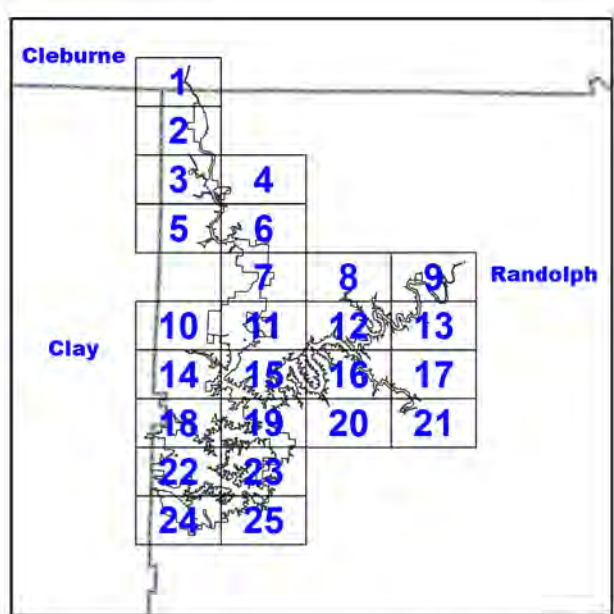


RANDOLPH COUNTY  
T 19 S R 11-12 E

Sheet 13



Sheet 21



PROJECT BOUNDARY DESCRIPTION

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| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

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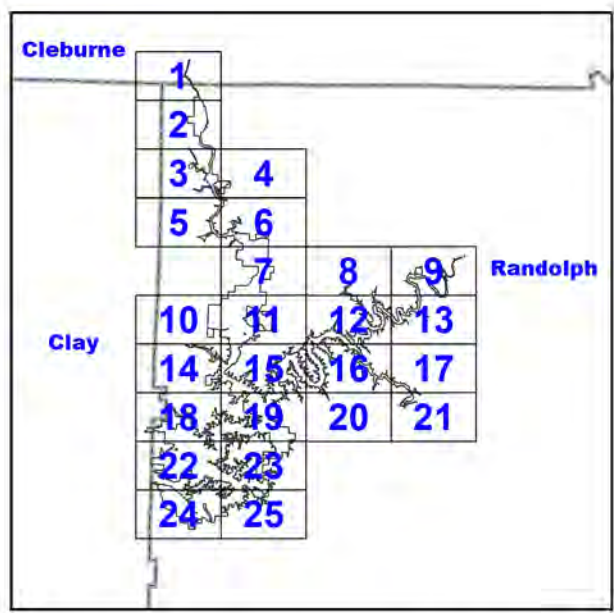
CLAY & RANDOLPH COUNTIES  
T 19-20 S R 09-10 E

Sheet 14



Sheet 19

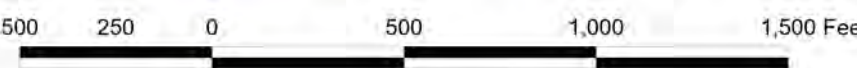
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PROJECT BOUNDARY DESCRIPTION

- PROJECT BOUNDARY
- PROHIBITED ACCESS
- RECREATION
- FLOOD STORAGE
- NATURAL UNDEVELOPED
- HUNTING LANDS
- COMMERCIAL RECREATION
- SCENIC EASEMENT

SENSITIVE AREAS



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

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DETAIL PROJECT SMP CLASSIFICATION

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RANDOLPH COUNTY  
T 19-20 S R 10 E

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Township 19 S

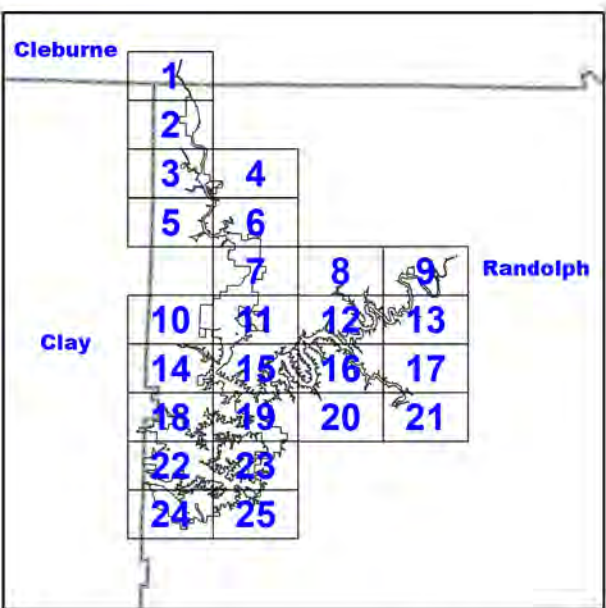
Township 20 S

Hwy 48 Bridge  
Boat Ramp

Sheet 18

Sheet 20

Sheet 23



SHEET INDEX

PROJECT BOUNDARY DESCRIPTION

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| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

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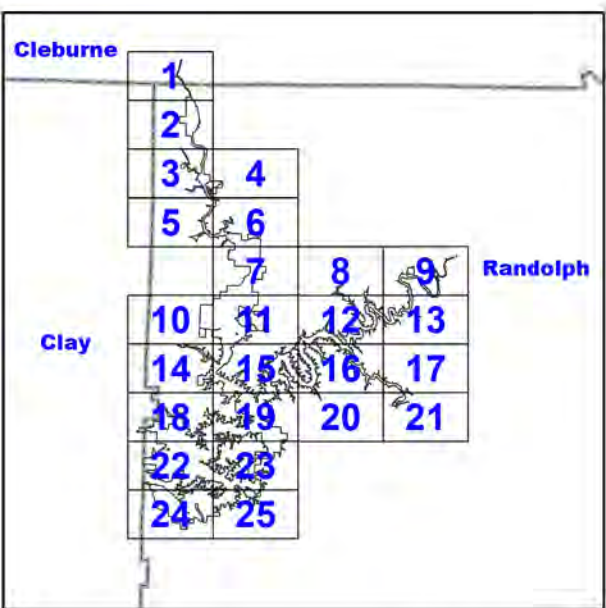
RANDOLPH COUNTY  
T 19-20 S R 10-11 E

Sheet 16



Sheet 19

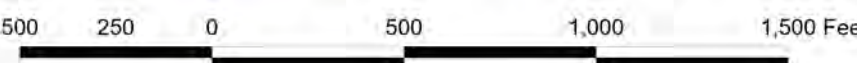
Sheet 21



PROJECT BOUNDARY DESCRIPTION

- |                   |                       |
|-------------------|-----------------------|
| PROJECT BOUNDARY  | NATURAL UNDEVELOPED   |
| PROHIBITED ACCESS | HUNTING LANDS         |
| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

DRAWN BY DLM DATE June 1, 2022

SHEET NO. 20 OF 25 SHEETS

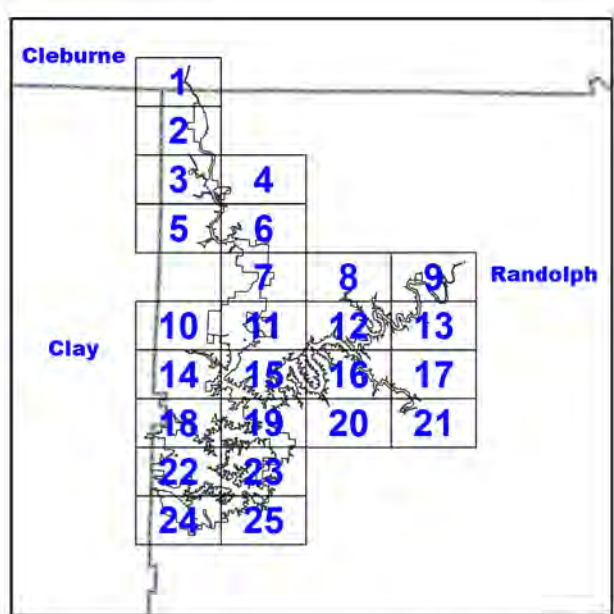


RANDOLPH COUNTY  
T 19-20 S R 11-12 E

Sheet 17



Sheet 20



SHEET INDEX

PROJECT BOUNDARY DESCRIPTION

- |                   |                       |
|-------------------|-----------------------|
| PROJECT BOUNDARY  | NATURAL UNDEVELOPED   |
| PROHIBITED ACCESS | HUNTING LANDS         |
| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

DRAWN BY DLM DATE June 1, 2022

SHEET NO. 21 OF 25 SHEETS



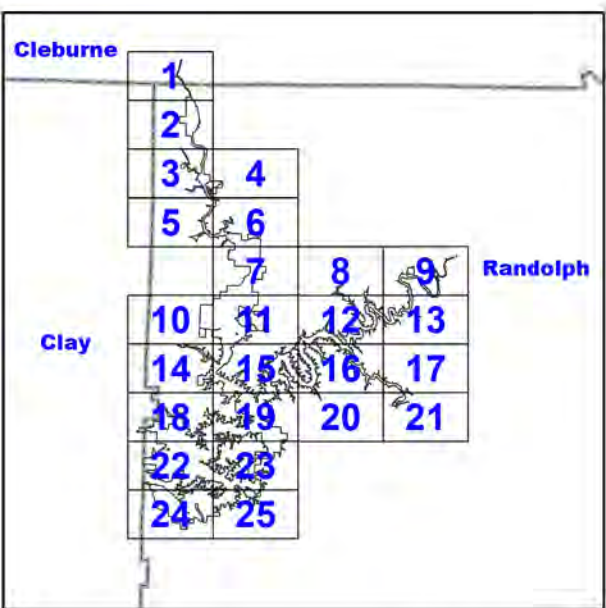
CLAY & RANDOLPH COUNTIES  
T 20 S R 09-10 E

Sheet 18



Sheet 23

Sheet 24



SHEET INDEX

PROJECT BOUNDARY DESCRIPTION

- |                   |                       |
|-------------------|-----------------------|
| PROJECT BOUNDARY  | NATURAL UNDEVELOPED   |
| PROHIBITED ACCESS | HUNTING LANDS         |
| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

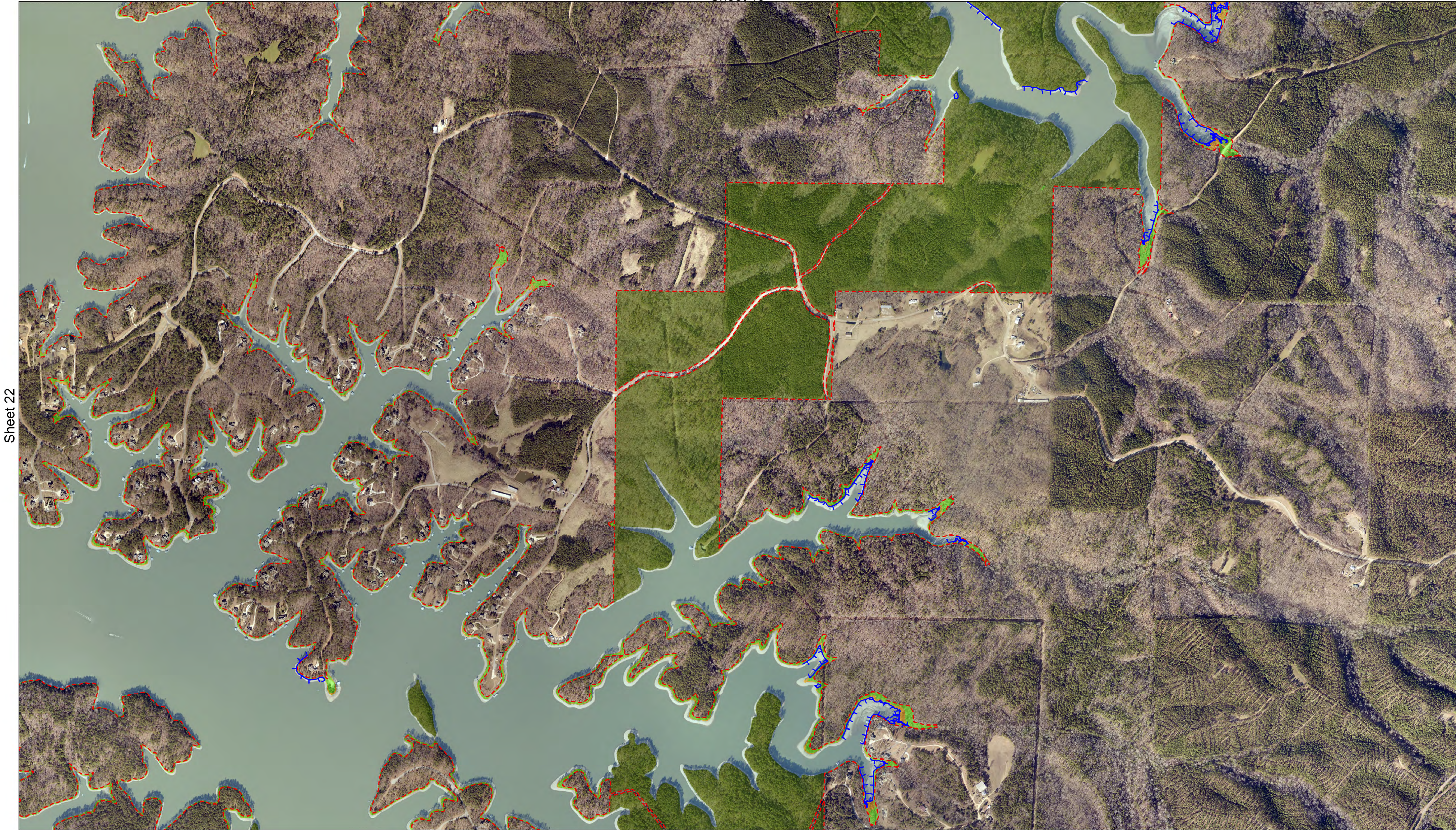
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SHEET NO. 22 OF 25 SHEETS

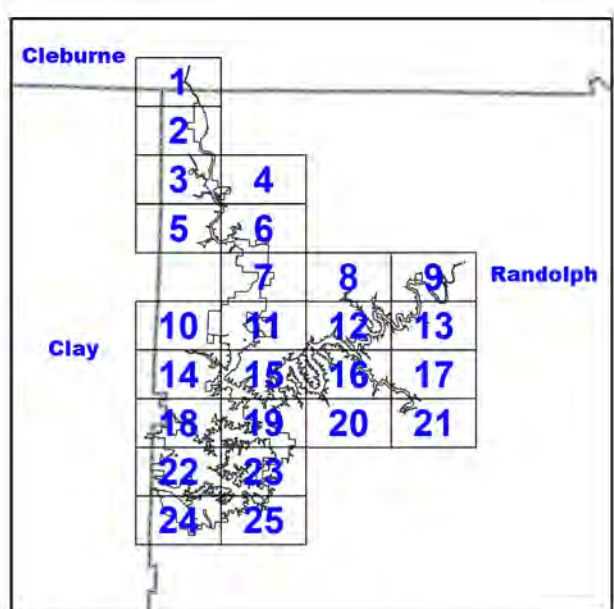


RANDOLPH COUNTIES  
T 20 S R 10 E

Sheet 19



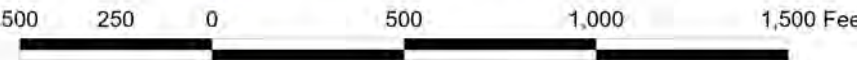
Sheet 25



PROJECT BOUNDARY DESCRIPTION

- |                   |                       |
|-------------------|-----------------------|
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| PROHIBITED ACCESS | HUNTING LANDS         |
| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

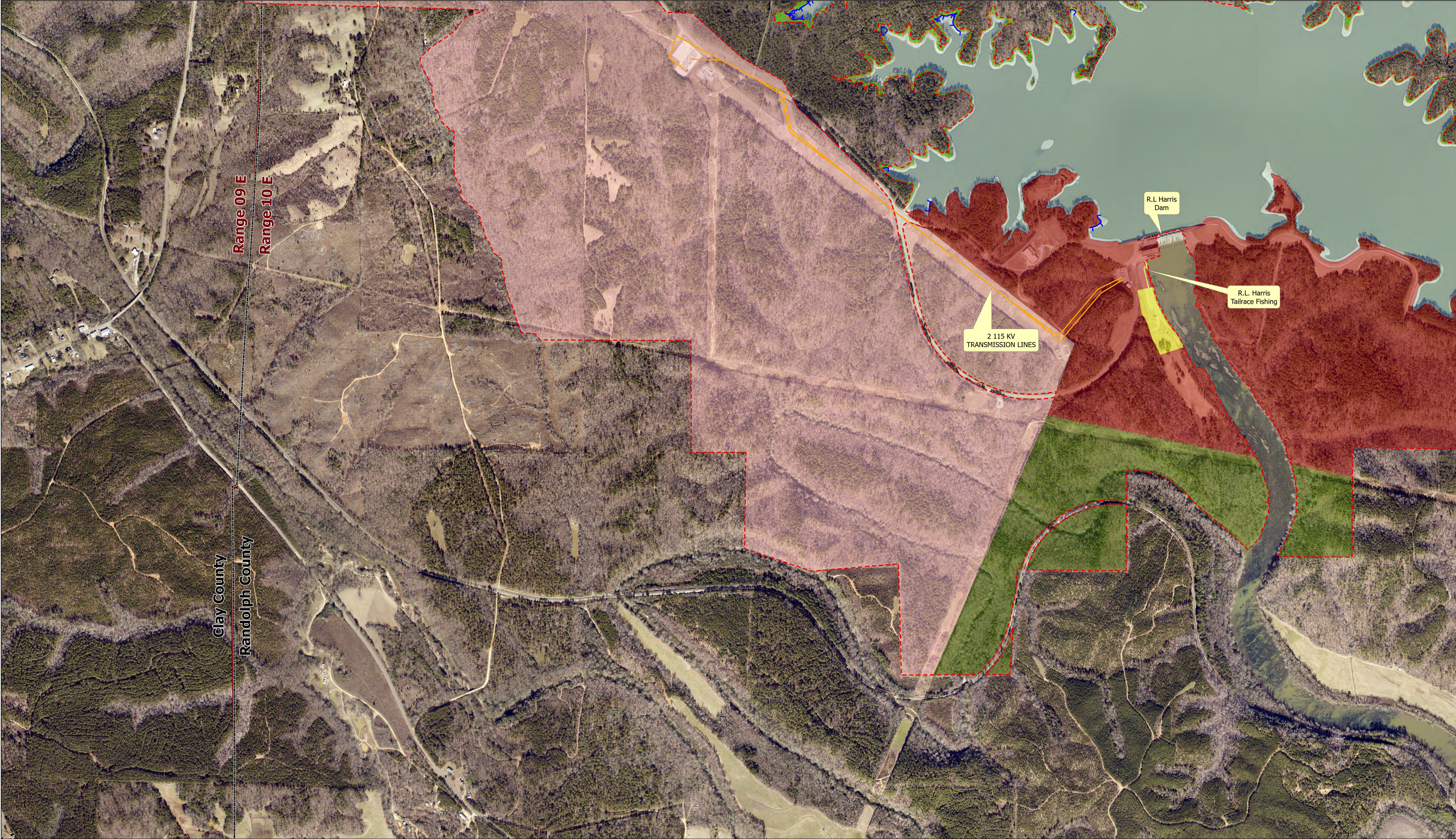
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SHEET NO. 23 OF 25 SHEETS

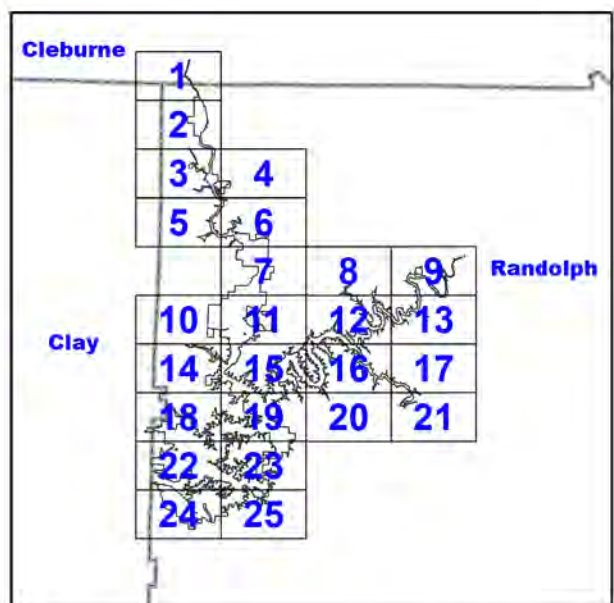


CLAY & RANDOLPH COUNTIES  
T 20 S R 09-10 E

Sheet 22



Sheet 25



SHEET INDEX

PROJECT BOUNDARY DESCRIPTION

- |                   |                                   |
|-------------------|-----------------------------------|
| PROJECT BOUNDARY  | NATURAL UNDEVELOPED               |
| PROHIBITED ACCESS | HUNTING LANDS                     |
| RECREATION        | COMMERCIAL RECREATION             |
| FLOOD STORAGE     | SCENIC EASEMENT                   |
| SENSITIVE AREAS   | 115 KV PROJECT TRANSMISSION LINES |

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R L HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

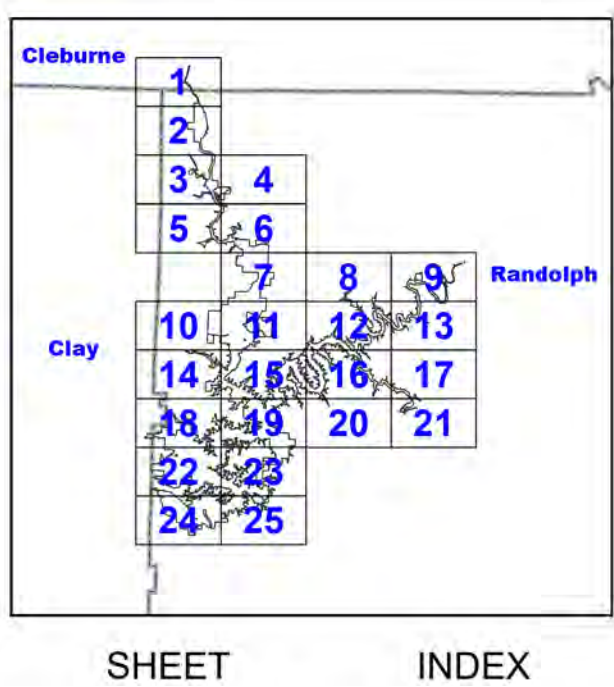
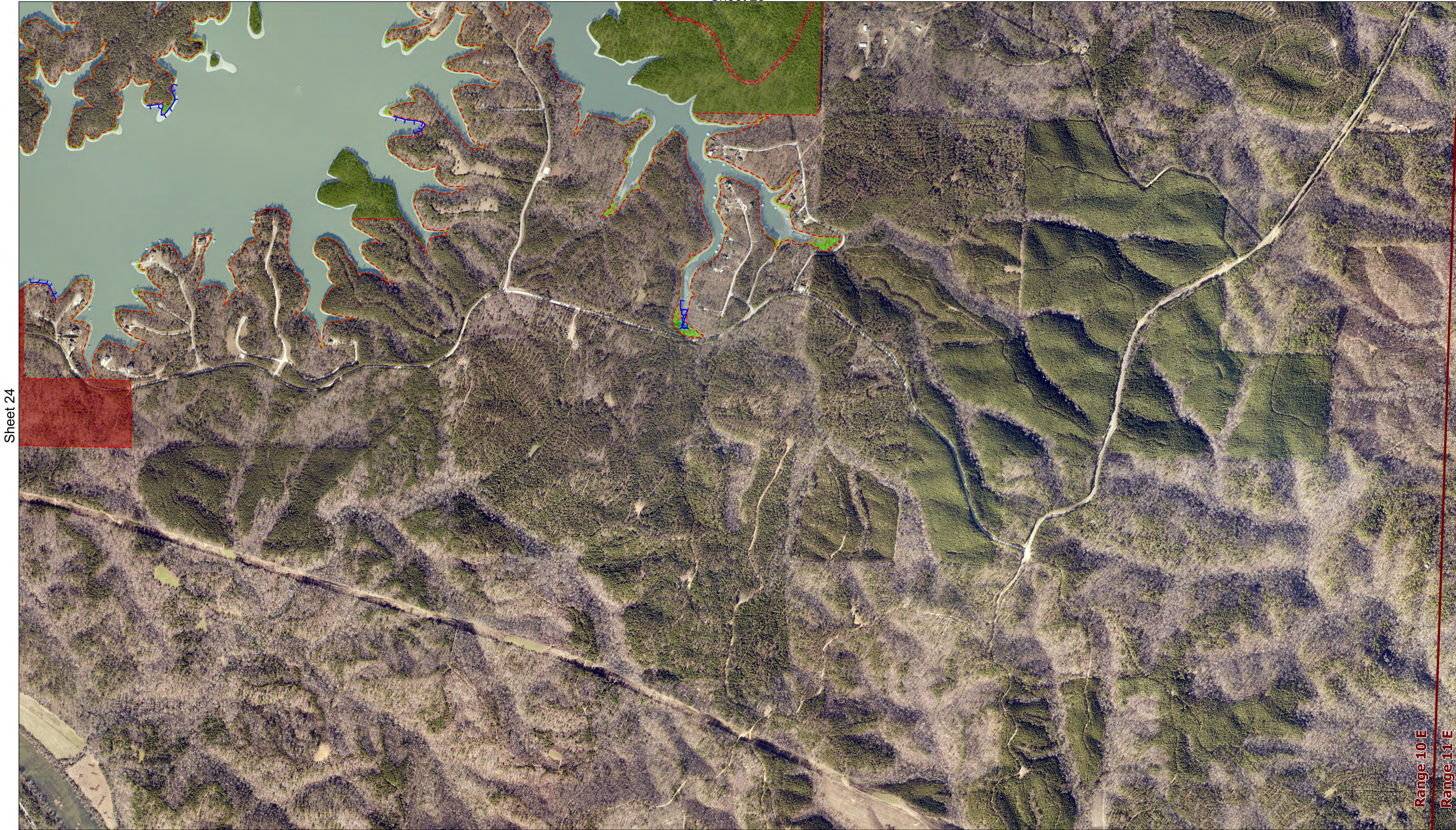
DRAWN BY DLM DATE June 1, 2022

SHEET NO. 24 OF 25 SHEETS



RANDOLPH COUNTY  
T 20 S R 10-11 E

Sheet 23



PROJECT BOUNDARY DESCRIPTION

- |                   |                       |
|-------------------|-----------------------|
| PROJECT BOUNDARY  | NATURAL UNDEVELOPED   |
| PROHIBITED ACCESS | HUNTING LANDS         |
| RECREATION        | COMMERCIAL RECREATION |
| FLOOD STORAGE     | SCENIC EASEMENT       |

SENSITIVE AREAS

500 250 0 500 1,000 1,500 Feet



ALABAMA POWER COMPANY  
BIRMINGHAM, ALA.

SUBJECT R. L. HARRIS HYDROELECTRIC PROJECT NO. 2628

DETAIL PROJECT SMP CLASSIFICATION

DRAWN BY DLM DATE June 1, 2022

SHEET NO. 25 OF 25 SHEETS



## **APPENDIX C**

### **GENERAL GUIDELINES FOR RESIDENTIAL SHORELINE PERMITTING AND PERMIT TERMS AND CONDITIONS**

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GENERAL GUIDELINES FOR

RESIDENTIAL SHORELINE PERMITTING

&

PERMIT TERMS AND CONDITIONS

LAKE HARRIS

FERC Project No. 2628

Corporate Real Estate – Shoreline Management  
P.O. Box 488  
Wedowee, AL 36278  
(256) 396-5093 (Telephone)  
(256) 231-3294 (Fax)

For permitting and other information, please visit Alabama Power’s website:  
<https://apcshorelines.com/>

Lake	Full Pool (Summer) Level	Alabama Power’s Fee Ownership	Alabama Power’s Scenic Easement
Harris	793’ mean sea level contour (“MSL”)	795’ MSL	800’ MSL (or 50’ (linear) from the 793’ MSL in certain areas)

PURPOSE OF THE GUIDELINES

The purpose of these General Guidelines for Residential Shoreline Permitting & Permit Terms and Conditions (“the Guidelines” or “these Guidelines”) is to help you understand Alabama Power Company’s (“Alabama Power”) general policies and parameters for residential permitting activities on and around lakes managed by Alabama Power. Alabama Power owns the pool property of Lake Harris (*a/k/a* Lake Wedowee or R.L. Harris Reservoir), and has additional property rights along the shoreline of Lake Harris (“Project lands and/or waters” or “Project lands and waters”), and has constructed and is maintaining and operating a dam on Lake Harris for the purpose of generating electrical energy under a license issued by the Federal Energy Regulatory Commission (“FERC”). FERC has authorized Alabama Power to institute a system of permits for certain activities and uses of the Project lands and waters. **These Guidelines are not necessarily intended to be all-inclusive** and feasibly cannot address every specific situation that may exist on Lake Harris. These Guidelines are implemented by Alabama Power to facilitate orderly and reasonable shoreline management of the lake, recognizing that peculiarities in shorelines and property lines exist and **may require flexibility on the part of Alabama Power, you, and/or other landowners, and as ultimately may be determined by Alabama Power in its sole discretion.** Sizes and dimensions stated below are considered to be the ordinarily maximum allowed and may not be allowable in every situation.

**If you have questions regarding your electric service from the power lines to the meter connection, you should contact the utility providing your electric service. For questions regarding your use or operation of, or problems with, your metered electric service/system, you should contact a licensed electrician.**

**ALABAMA POWER RESERVES THE RIGHT TO MAKE AND/OR REQUIRE EXCEPTIONS AND/OR MODIFICATIONS TO THESE GUIDELINES AT ITS SOLE DISCRETION.**

OVERVIEW OF THE GUIDELINES

These Guidelines provide permitting procedures, criteria, provisions, terms and conditions, and fees applicable to, and otherwise concerning, the following categories of activity on Project lands and/or waters:

**Residential Shoreline Construction and/or Related Activity:** Includes the construction of (and/or related activity regarding) non-habitable structures, as well as other ground-disturbing activity, on or near the shoreline of the lake, such as and similar to: piers, landings, boat docks and associated anchors, decks, staircases, boathouses, access ramps, gazebos, dredging, sea walls and rip rap for bank stabilization, and re-grading (**see Sections A-1 through A-4**);



**Unenclosed Legacy Structures:** Includes the maintaining of existing, non-fully walled structures that, although having been situated on Alabama Power’s fee-owned and/or scenic easement lands with Alabama Power’s permission, generally are not encompassed by a written permit previously issued by Alabama Power and are not in strict compliance with these Guidelines (see Sections B-1 through B-4, if and as applicable); and/or

**Enclosed Legacy Structures:** Includes the maintaining of existing, fully walled structures that, although having been situated on Alabama Power’s fee-owned and/or scenic easement lands with Alabama Power’s permission, generally are not encompassed by a written permit previously issued by Alabama Power and are not in strict compliance with these Guidelines (see Sections C-1 through C-4, if and as applicable).

These Guidelines are incorporated into, and made a part of, any written permit issued by Alabama Power in regard to any of the above categories of activity on Project lands and/or waters.

SECTION A-1

INITIAL STEPS FOR PERMITS REGARDING  
RESIDENTIAL SHORELINE CONSTRUCTION AND/OR RELATED ACTIVITY

Contact your local Alabama Power Company (“Alabama Power”) Shoreline Management Office via <https://apcshorelines.com/> prior to beginning any construction and/or structure repair work on or within Project Lands and/or waters. **A written permit must be obtained from Alabama Power and a pending permit tag must be affixed and readily visible before any construction and/or applicable structure installation/repair/modification work may take place on Alabama Power’s fee-owned property and/or scenic easement. Verbal approval is not sufficient. Further, Alabama Power does not issue any permits, or give verbal or written permission, to a permittee’s contractors.**

Alabama Power may require a meeting with you at the site to discuss and review your proposed work. In order to receive a permit, you must provide the following to your Alabama Power Shoreline Management representative:

- 1. A signed copy of these Guidelines;
- 2. A copy of the current deed for the property at issue or a copy of the lease if the property at issue is being leased;
- 3. A copy of a current survey for the property at issue in cases where Alabama Power determines that it is necessary to make an informed permit decision;
- 4. Your contact information including current mailing address, phone number, and e-mail address;
- 5. The name and contact information of any of your agents, employees, or contractors who/that you authorize/hire (or will authorize/hire) to construct/install/ significantly repair any structure on Alabama Power’s fee-owned property and/or scenic easement;
- 6. A sketch of all existing and proposed shoreline structures; and
- 7. Any other relevant documentation as determined and required by Alabama Power.

Alabama Power will review the requisite documentation and determine eligibility.

SECTION A-2

PERMIT CRITERIA AND PROVISIONS APPLICABLE TO  
RESIDENTIAL SHORELINE CONSTRUCTION AND/OR RELATED ACTIVITY

The following criteria and provisions pertain to Alabama Power’s issuance of a Residential Shoreline Permit regarding Residential Shoreline Construction and/or Related Activity (the “Permit”) to the owner(s) of the non-habitable shoreline structure(s) at issue (“Permittee” or “the Permittee”).

**Lots with less than 100 linear feet of shoreline may be restricted or may not be eligible for structures. Regardless of the amount of linear feet that Permittee owns (and which adjoins Alabama Power’s fee-owned property along the shoreline), Permittee has no automatic right to place a structure on Alabama Power’s fee-owned property under or pursuant to Alabama law and/or Alabama Power’s FERC License(s).**

**SETBACK:** Any and all lake front property construction (piers, walkways, boathouses, wet slips, personal watercraft flotations, etc.) should be set a minimum of 15 feet from an extension of Permittee’s property line into the lake or at a reasonable distance determined by Alabama Power in its sole discretion. It is solely Permittee’s responsibility to ensure the setback is maintained for the life of the structure. That being said, there is no right—whether under applicable law or these Guidelines—to a 15’ (or other length) minimum setback, and it is not reasonable for this setback to be feasible in all cases. Moreover, the Permittee has no property rights that extend into the lake, as Alabama Power owns in fee this property.

**STRUCTURE SIZE AND CONFIGURATION:** The total allowable square footage for structures (e.g., floating dock, boathouse, wet slip, etc.) is **1,220** square feet (up to **964** square feet over water and up to **256** square feet over land). Structures shall not exceed 50 feet in length. Any walkway to a structure (e.g., pier, boathouse, etc.) that is 6 feet or less in width is not counted in the allowable square footage. **Covered (roofed) structures must be open and cannot be walled or enclosed;** however, a portion of one exterior side may be walled for the placement/construction



of an approved storage area. Storage areas must be placed on the portion of the structure closest to the shoreline, excluding any walkway. **Pavilions, gazebos, or any other appurtenant structure cannot be enclosed or walled** except that screening may be used for the exterior walls of the structure. No garbage or foreign materials (*e.g.*, remnants of building material, old appliances, tires, etc.) are to be placed on or within the Project Lands and/or waters. Non-reflective materials must be used. **No habitable fixtures (*e.g.*, toilets, sinks, showers, bathtubs, etc.) are allowed.** Additionally, any methods and locations for floating structure anchors (including any deep water anchors) must be documented in the application and may be subject to additional restrictions.

**NARROW SLOUGH:** In a narrow slough, no structure can extend over 1/3 way across the slough (including vessels moored at the structure) when measured at full pool. Moreover, sloughs containing relatively restricted areas of space (as determined by Alabama Power in its sole discretion) may necessitate ever further limitations on structure extension. Further, a lot located within a narrow slough may not qualify for a Permit.

**SCENIC EASEMENT:** As with Alabama Power's fee-owned lands, no construction and/or related activity may take place within Alabama Power's scenic easement lands without Alabama Power's prior written authorization. Certain activities are not permitted within Alabama Power's scenic easement lands, including but not necessarily limited to: changing the contour of the land; laying/seeding any sod, grass, and/or garden; constructing any habitable structure, fence, or, well; allowing the presence of any garbage, debris, or other foreign material; removing any tree measuring more than three inches in diameter; and clearing any shrubbery measuring more than four feet tall. Permittee potentially may be authorized to construct one (but no more than one) walkway within the scenic easement, but said potential walkway may not measure more than four feet in width.

**SENSITIVE RESOURCE AREA:** In regard to a lot or site identified as a Sensitive Resource Area, no construction or other potentially disturbing activity may take place unless and until specifically authorized by Alabama Power in writing. Additional permitting requirements such as limited construction time periods and construction methods may be required. Prior to any required work being conducted in an area identified as environmentally sensitive, as well as following the conclusion of any authorized work, Permittee must contact the Alabama Power Shoreline Management office to document the permit close-out process.

**FLOTATION:** In regard to floating structures, flotation shall be encased or closed cell (extruded) expanded polystyrene of good quality and manufactured for marine use, which will not become waterlogged or sink when punctured. All beaded foam material being replaced shall be removed from the lake and properly disposed of upon completion of any permitted construction or significant repair activity. Certain other restrictions may apply according to seasonable water levels.

**PWC FLOTATION:** Permittee may be allowed up to two PWC (*i.e.*, personal watercraft) floats or lifts (or one of each) so long as the structure(s) is(are) in compliance with these Guidelines and the PWC floats maintain the requisite setback and length. A third or more PWC float or lift counts against the allowable square footage allotment and requires a written permit from Alabama Power.

**BOAT RAMPS:** Boat ramps shall not exceed 20 feet in width (individually or cumulative for all ramps on a property) and may extend into the lake only a reasonable distance from the shoreline, which will be determined by Alabama Power in its sole discretion. In an area identified as having the potential to be a Sensitive Resource Area, ramps may be limited in width and may extend into the lake only a reasonable distance from the shoreline as determined by Alabama Power in its sole discretion.

**BANK STABILIZATION:** Rip-rap and natural bank stabilization are the preferred methods of erosion control; however, potential use of seawalls will be evaluated on a case-by-case basis. Approved seawalls should be constructed as close to the existing shoreline as possible for the purpose of preventing erosion of the shoreline bank. The source and kind of backfill must be approved by Alabama Power in its sole discretion. Backfill may be placed only to the contour of the natural slope of the property. No debris or foreign materials may be used as backfill. No new creosote products may be used. Rip-rap may be required at the toe of all new and reconstructed seawalls two feet above the lakebed and two feet out from the bottom of the seawall.

**DREDGING:** Dredging material from the lakebed must be approved by Alabama Power prior to the removal of any material. Applications for dredging will be reviewed on a case-by-case basis and may require additional documentation. The proposed location of the spoil site for placement of dredged materials requires approval by Alabama Power and must be identified and included within the application. Spoils may not be placed in areas identified as potentially environmentally sensitive, adjacent waters, bottomland hardwoods, or wetlands, and spoils shall be placed in a confined upland area in such a manner that sediment will not re-enter the waterway or interfere with natural drainage.

**FENCES:** Fences are prohibited at the shoreline and may be restricted in other areas, and fences may not impede Project access. In any event, no fence may be constructed on or within Alabama Power's fee-owned and/or scenic easement lands without Alabama Power's express written consent (*i.e.*, via Alabama Power's issuance of a written Permit), and no fence may be constructed on or within Alabama Power's scenic easement lands unless said fence allows for the free flowage of water.

**LEVEES OR FLOODWALLS:** No levee or floodwall may be placed or maintained on or within Alabama Power's fee-owned and/or scenic easement lands.

**CAMPER/TRAILER UNDERPINNINGS:** In regard to a camper, trailer, or similar facility situated within Alabama Power's scenic easement lands, no such facility may be outfitted with underpinnings or otherwise rendered to be anything other than immediately mobile in the event of a flood/water rising occurrence.



**ROPE SWINGS:** No rope swing may be placed or maintained on or within Alabama Power’s fee-owned property.

**SWIMMING POOLS/SPAS/HOT TUBS:** No swimming pool (whether an “in-ground” or “above-ground” pool), spa, or hot tub may be placed/installed or maintained on or within Alabama Power’s fee-owned (and/or in certain scenic easement) lands.

**RESIDENTIAL WATER WITHDRAWAL:** Permittee may withdraw water from the lake for residential use only. Permission may be temporarily suspended by Alabama Power in the event drought conditions exist. Nothing herein authorizes Permittee to withdraw water for commercial purposes.

**COVENANTS/DESIGN SCHEMES:** Alabama Power cooperates with developers and encourages compliance with covenants and/or other regulatory/design schemes put in place by developers in order to encourage best practices for shoreline management within the developments. It is Permittee’s responsibility to obtain the necessary architectural board and/or other approvals, if such approval is a requirement, prior to any construction. **Lots purchased within Alabama Power subdivisions may be subject to additional restrictions.**

**PERMIT ISSUANCE:** Upon approval by Alabama Power and payment of the requisite permit fee, Permittee will be issued a complete Permit and a pending permit tag will be placed at or near Permittee’s lot.

The Permittee will have one year to complete construction and/or other permitted activity. Once the construction and/or permitted activity is complete, Permittee must notify Alabama Power of the completed construction and/or permitted activity, and an Alabama Power representative will confirm compliance with the terms of the permit and take photographs of the structure(s), remove the pending permit tag, and affix a permit tag at or near Permittee’s lot that may not be removed for the life of the Permit.

**ALABAMA POWER RESERVES THE RIGHT TO MAKE AND/OR REQUIRE EXCEPTIONS AND/OR MODIFICATIONS TO THE ABOVE CRITERIA AND PROVISIONS AT ITS SOLE DISCRETION.**

SECTION A-3

TERMS AND CONDITIONS OF PERMITS REGARDING  
RESIDENTIAL SHORELINE CONSTRUCTION AND/OR RELATED ACTIVITY

Any Permit regarding Residential Shoreline Construction and/or Related Activity granted by Alabama Power to the Permittee does and shall include and incorporate the following Terms and Conditions, and such Permit does and shall require the Permittee to comply with, and otherwise adhere to, the following Terms and Conditions:

- A-3.1 The Permit granted by Alabama Power to the Permittee is solely for the purpose described in the Permit.
- A-3.2 For any structure to be modified or constructed, the Permittee shall have obtained Alabama Power’s written approval prior to beginning modification or construction, and no addition or design change shall be made to any permitted structure without the prior written approval of Alabama Power.
- A-3.3 The Permittee agrees to complete any permitted activity within one (1) year of the Permit issuance date. The Permit shall become null and void if the permitted activity is not completed within that period, unless Permittee obtained an extension in writing from Alabama Power prior to the expiration of the initial one (1) year period. An extension of the Permit will be treated as a modification of the Permit, and the Permittee may be required to pay a Permit Modification Fee (see Section A-4) prior to being issued an extension (and the maximum extension will be for ninety (90) days).
- A-3.4 The Permit Criteria and Provisions Applicable to Residential Shoreline Construction and/or Related Activity set forth above in Section A-2 shall apply to all Permits, and Permittee shall be bound thereby, unless and only to the extent that the Permit expressly provides or allows otherwise.
- A-3.5 Alabama Power must and does retain the full, unconditional, unrestricted, and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert, or use the waters of the subject reservoir in any manner Alabama Power, its successors and assigns, may deem expedient; and the Permittee’s erection, operation, maintenance, and use of facilities shall in no way interfere with such uses, regulations, or control of said reservoir or the waters thereof. The Permittee agrees that if subsequent operations by Alabama Power require an alteration in the location of any permitted facility, or if in the opinion of Alabama Power any permitted facility shall cause unreasonable obstruction to navigation or that the public interest so requires, or if for any other reason as determined by Alabama Power in its sole discretion, the Permittee shall be required, upon written notice from Alabama Power, to remove, alter, or relocate any permitted facility, without expense to Alabama Power.
- A-3.6 The Permit constitutes a mere license for use of Alabama Power’s lands and/or waters, and Permittee agrees, on behalf of Permittee and Permittee’s heirs, administrators, successors, and assigns, that no attempt will be made to set up any claim of property rights or interest in or to the subject reservoir or the adjacent lands of Alabama Power by reason of the use of any of the permitted facilities hereunder. The Permit does not convey any property rights, either in real estate or material, and does not authorize any unpermitted injury to private property or invasion of private rights or any infringement of Federal, State, or local laws or regulations. In keeping with the foregoing, should the Permittee cause (or allow to be caused) any unauthorized damage to Alabama Power’s fee-owned lands (or any unauthorized interference to/with Alabama Power’s scenic easement rights), Alabama Power may require the Permittee to remediate any such damage (or any such interference) and, if so, the Permittee must



- complete such remediation work within the time period prescribed by Alabama Power and at the Permittee's sole expense (and the Permittee further may be subject to any applicable Permit Fee as determined by Alabama Power (see Section A-4)). This Permit does not eliminate the necessity of the Permittee obtaining any Federal, State, or local assent required by law for the construction, operation, or maintenance of any permitted facility. The Permit does not convey a view or easement in light or air, and Alabama Power makes no guarantee of any particular view. The Permittee acknowledges that there is no right to a view or light or air under Alabama law.
- A-3.7 The Permittee agrees and covenants to indemnify, release, and hold harmless Alabama Power, its officers, agents, and employees, from and against any and all causes of action, suits at law or equity, or claims or demands, or from any liability of any nature whatsoever for or on account of any actual or alleged damages to persons or property, including any permitted facility (including but not limited to any floating structure anchor/deep water anchor) and including without limitation any and all alleged damages resulting from any issue existing between Permittee and Permittee's adjoining landowners (*i.e.*, neighbors), growing out of Alabama Power's issuance of this Permit or the ownership, construction, operation, and/or maintenance by the Permittee of any of the permitted or other facilities situated within the Project boundary.
- A-3.8 Alabama Power shall in no case be liable for any damage or injury to any permitted facility that may be caused by nature or caused by or result from subsequent operations undertaken by Alabama Power, or any Federal, State, or local government agency, for the improvement of navigation or for other lawful purposes, and no claims or right to compensation shall accrue from any such damage. Moreover, no attempt shall be made by the Permittee to forbid the full and free use by the public of all navigable waters or Project lands adjacent to any permitted facility or to unreasonably interfere with navigation in connection with the ownership, construction, operation, and/or maintenance of any of the permitted facilities.
- A-3.9 The Permittee shall at all times ensure that the permitted facilities are constructed and maintained in such a manner as to be consistent with shoreline aesthetic values (as may be determined by Alabama Power in its sole discretion), and comply with all applicable Federal, State, and local health and safety codes, rules, ordinances, laws, and regulations.
- A-3.10 The construction, operation, maintenance, and use of any permitted facility are subject to all applicable Federal, State, and local laws, codes, rules, ordinances, and regulations, as well as all directives, instructions, or requirements of Alabama Power. All expenses and responsibilities for the construction and maintenance of the permitted facilities, including the expenses of obtaining any necessary Federal, State, and local permits or approvals, shall be borne solely by the Permittee.
- A-3.11 The Permittee is solely responsible for proper design, engineering, construction, modification, and/or maintenance of the permitted facilities. Issuance of the Permit is not a guarantee or assurance that Permittee's facilities (and/or any modifications thereto) are safe, proper, or adequate for the purpose intended. The Permittee solely shall have the obligation of ensuring that the permitted facilities are constructed, modified, and/or maintained in a good state of repair.
- A-3.12 The Permittee shall construct, operate, and/or maintain the permitted facilities in a manner so as to minimize any adverse impact on fish, wildlife, shoreline wetlands, adjacent streams, lake waters, or cultural resources.
- A-3.13 In the event artifacts or archaeological features are encountered or are believed to be encountered during construction or other activity, all potentially disturbing work/activity shall cease and Permittee shall immediately contact the appropriate Alabama Power Shoreline Management office.
- A-3.14 No permitted structures shall be used (or be usable) for human habitation on Alabama Power's fee-owned or scenic easement lands, and no habitable fixture (*e.g.*, toilet, sink, shower, bathtub, etc.) may be placed in or attached to any permitted structure.
- A-3.15 Save for the occasional (*i.e.*, non-primary) temporary rental-by-owner arrangement (*e.g.*, "Airbnb" or "VRBO"), Permittee shall not charge others for use of any permitted facility, and no commercial activity may be engaged in, on Alabama Power's fee-owned property. The Permittee hereby covenants and agrees that the Permittee will not cause or allow any illegal activity to take place on Alabama Power's fee-owned property.
- A-3.16 The size, design, location, and material (when specified by the Permit) of all permitted facilities shall conform to what is shown in the Permit's "Sketch of Permitted Structures" and/or as otherwise set forth in the Permit. Any proposed changes must be approved in writing by Alabama Power, and any applicable Permit Modification Fee (or any other applicable fee; see Section A-4) must be paid prior to any construction/modification activity.
- A-3.17 Permittee shall cooperate with and participate in the program of solid waste disposal in effect in the area of any permitted facility. Permittee shall keep the lands and waters occupied by and surrounding the permitted facilities free of all waste, garbage, and other unsightly debris, possessions, and materials (including but not limited to those of useless or limited value). Further, Permittee shall comply with all local health codes, rules, ordinances, laws, and regulations.
- A-3.18 The Permit is non-transferable absent Alabama Power's written consent; the Permit and Permittee's rights thereunder are personal to Permittee and may not be assigned without the express written consent of Alabama Power, which Alabama Power may grant or withhold in its sole discretion and without regard to any standard of reasonableness or otherwise. In the event Permittee conveys or otherwise transfers the adjacent land or leasehold, Permittee shall give to Alabama Power notice in writing of the name and address of the intended transferee at least seven (7) days prior to the transfer. Permittee shall provide



- prior notice to any potential transferee of the existence and terms of the Permit. In the event that Alabama Power shall not give its written consent to the assignment of the Permit to any purported transferee, any attempted transfer of the Permit shall be voidable by Alabama Power, but such purported transferee shall nonetheless be bound by the terms, conditions, and provisions of the Permit, and the continued use of the permitted facilities by any such purported transferee shall conclusively be deemed the purported transferee's agreement to be bound by all the terms, conditions, and provisions hereof.
- A-3.19 If, in the sole opinion of Alabama Power, the Permittee has failed to comply with any of the terms, conditions, and/or provisions hereof, or with any additional conditions imposed by Alabama Power, or any Federal, State, or local government agency, the Permittee shall take appropriate action to correct the violation. If the violation continues for a period of thirty (30) days after notice thereof by Alabama Power, Alabama Power may in its sole discretion, cancel/revoke/terminate the Permit and Alabama Power may remove or require Permittee to remove, or cause to be removed from the Project lands and waters within thirty (30) days, any facility constructed or maintained thereunder, at Permittee's sole expense and without any additional notice to Permittee. If the Permittee fails to remove and so restore to the satisfaction of Alabama Power, Alabama Power may do so and may recover the cost thereof from the Permittee.
- A-3.20 Notwithstanding the preceding condition, if in the opinion of Alabama Power emergency circumstances dictate or the public interest necessitates, or for any other reason whatsoever as determined by Alabama Power in its sole discretion, Alabama Power may summarily revoke the Permit. Once the Permit has been revoked, the Permittee must remove the permitted facilities within thirty (30) days and restore the Project lands and/or waters to their former condition at the Permittee's expense. If the Permittee fails to remove and so restore to the satisfaction of Alabama Power, Alabama Power may do so without any additional notice to Permittee and may recover the cost thereof from the Permittee.
- A-3.21 In the event Alabama Power removes any permitted facility for any reason herein, Alabama Power may, at its sole discretion, dispose of or destroy the same.
- A-3.22 Alabama Power's rights contained herein, including without limitation Alabama Power's rights to remove the Permittee's facilities upon revocation, cancellation, expiration, or termination of the Permit, rights to recover the cost thereof from the Permittee, and rights to recover attorneys' fees, shall survive the revocation, cancellation, expiration, or termination of the Permit.
- A-3.23 If it is determined by Alabama Power, the Permittee, or a Federal or State agency that the Permittee is performing work that may affect species listed as threatened or endangered under the Endangered Species Act or the habitat of such species, the Permittee must notify Alabama Power in writing (if determined by any person or entity other than Alabama Power) and must cease and desist any and all potentially affecting work until further notified in writing by Alabama Power. Should Permittee fail to comply with any term, condition, criterion, or provision herein (and/or any other requirement or directive of Alabama Power or any government agency) regarding the protection of a Sensitive Resource Area, Permittee shall be solely responsible for correcting and remedying any and all such non-compliance within a time period determined by Alabama Power in its sole discretion.
- A-3.24 Any Permittee that is issued a Programmatic General Permit ("PGP") by Alabama Power on behalf of the U.S. Army Corps of Engineers will be responsible for complying with the Special and General Conditions contained within the PGPs and with any project specific conditions provided. A copy of the PGPs for minor activities on Alabama Power reservoirs is available from Alabama Power's Shoreline Management office and/or on the web sites of Alabama Power (<https://apcshorelines.com/shoreline-management/>) and the U.S. Army Corps of Engineers: <http://www.sam.usace.army.mil/Missions/Regulatory/GeneralPermits.aspx>. The Permittee further shall minimize adverse impacts to State waters by strictly adhering to the ADEM Special Conditions and Best Management Practices that can be found on Alabama Power's Shoreline Management website at: <https://apcshorelines.com/shoreline-management/>. The Permittee further shall comply with any specific terms and conditions as listed in any Approval Letter provided from Alabama Power's Environmental Affairs Department.
- A-3.25 No delay or omission of Alabama Power to exercise any right, power, or remedy hereunder shall exhaust or impair any such right, power, or remedy or shall be construed to be a waiver of the same or a waiver of any default by the Permittee, or acquiescence in such a default; and every right, power, and remedy given hereunder to Alabama Power may be exercised from time to time and as often as Alabama Power may elect. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers, or remedies of Alabama Power. No right, power, or remedy conferred upon or reserved to Alabama Power under the Permit is intended to be exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or otherwise available at law or in equity. It is agreed that in any proceeding by Alabama Power to enforce the Permit (whether in whole or in part), damages alone may not be an adequate remedy, and Alabama Power shall have the unfettered right to seek and obtain injunctive and other equitable relief in addition to monetary damages. The obligations of the Permittee under the Permit are joint and several.
- A-3.26 The Permit and the rights of Alabama Power under the Permit may be assigned by Alabama Power, and the Permit shall be enforceable by any assignee, transferee, or successor of Alabama Power.
- A-3.27 The Permittee shall assess and pay all taxes attributable to any of the permitted facilities and all land and personal property of the Permittee.
- A-3.28 The Permit and the permission given hereby are subject to all easements, restrictions, reservations, and other matters that may affect Alabama Power's right, title, and interest in and to the Project lands and/or



waters, whether the same are of record, are discoverable by an accurate survey or inspection of the Project lands and/or waters, or are shown in drawings on file with Alabama Power which shall be made available to the Permittee for inspection upon request made reasonably in advance of such inspection.

- A-3.29 The Permittee agrees and represents that the construction and use of any of the permitted facilities by the Permittee is with Alabama Power’s consent and permission only and in consideration of the Permittee’s recognition of Alabama Power’s superior rights and the Permittee’s agreement to comply with all of the terms and conditions of the Permit.
- A-3.30 Where written notice from Alabama Power to the Permittee is contemplated herein, any such notice shall be addressed to the Permittee at the Permittee’s address set forth in the Permit. Where written notice from the Permittee to Alabama Power is contemplated herein, any such notice shall be addressed to Alabama Power’s Shoreline Management office (P.O. Box 488, Wedowee, AL 36278).
- A-3.31 The Permit sets forth the entire understanding and agreement among and/or between Permittee and Alabama Power with respect to the subject matter of the Permit and supersedes any prior or contemporaneous oral and/or written agreements or representations among and/or between Permittee and Alabama Power with respect to the subject matter of the Permit.
- A-3.32 Should any of the terms, conditions, and/or provisions set forth in this Section A-3 be determined to be invalid by any court, agency, or any other tribunal of competent jurisdiction, such determination shall not affect the enforceability of the other terms, conditions, and/or provisions herein, and to this end the terms, conditions, and/or provisions of this Section A-3 are declared severable.

SECTION A-4

APPLICABLE PERMIT FEES REGARDING  
RESIDENTIAL SHORELINE CONSTRUCTION AND/OR RELATED ACTIVITY

The Permittee acknowledges and agrees to pay any below-described fee (as deemed applicable and appropriate by Alabama Power in its sole discretion) to Alabama Power:

**General Construction Fee: \$400.00**

This non-refundable fee applies to any and all new residential shoreline construction activity authorized by a single Permit (*e.g.*, a Permit issued to the Permittee authorizing the Permittee’s construction of a new pier, boathouse, seawall (or adding linear footage to an existing seawall), rip rap (or adding linear footage to existing rip rap), boat ramp, stairs, steps, gazebo, pavilion, float, boardwalk, camper pad/cover, deck, wet slip, lakebed pylons/posts, etc.), and the Permittee shall pay this fee to Alabama Power prior to or at Alabama Power’s issuance of the Permit. The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any construction activity.

**General Repair Fee: \$200.00**

This non-refundable fee applies to any and all residential shoreline structure repair activity of a substantial degree (including **but not limited to** adding rip rap to an existing rip rap footprint); whether such activity arises to a “substantial degree” shall be determined by Alabama Power in its sole discretion. The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any potentially substantial repair work; indeed, under certain circumstances, it may be that the Permittee first must obtain a new Permit from Alabama Power before the Permittee can conduct (or cause to be conducted) any substantial repair work of the structure at issue. The Permittee shall pay this fee to Alabama Power prior to the performance of any applicable repair work. (Note: A permitted dock or similar permitted structure may be moved offsite for purposes of repair work so long as the dock or similar permitted structure is placed back in its same prior permitted location, and this General Repair Fee will apply to such an occurrence.)

**Permit Modification Fee: \$100.00**

This non-refundable fee applies to any modification, revision, or change to an applied-for Permit, where such modification, change, or revision is requested or otherwise prompted by the Permittee after his or her Permit request has been approved by Alabama Power but before construction is complete. The Permittee shall pay this fee to Alabama Power prior to the issuance of any modified Permit.

**Unauthorized Construction Fee: \$600.00**

This non-refundable fee applies to any instance where the Permittee constructs (or allows the construction of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or scenic easement lands) without first having obtained Alabama Power’s written approval. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power; moreover, all unauthorized construction activity must cease unless and until Alabama Power permits the same in writing. Additionally, should the Permittee construct such an unauthorized structure, the Permittee may be required to remove the unauthorized constructed structure or bring the unauthorized constructed structure into compliance with these Guidelines (as determined and instructed by Alabama Power, and within the time period prescribed by Alabama Power) at the Permittee’s sole expense.

**Unauthorized Structure Repair Fee: \$400.00**

This non-refundable fee applies to any instance where the Permittee substantially repairs or modifies (or allows the substantial repair or modification of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or scenic easement lands) without first having obtained Alabama Power’s written approval to do so; whether such activity arises to a “substantial” degree shall be determined by Alabama Power in its sole discretion. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for



payment made by Alabama Power; moreover, all unauthorized structure repair and/or modification activity must cease unless and until Alabama Power permits the same in writing.

**Non-Compliance Fee: \$800.00**

This non-refundable fee applies to any instance where the Permittee has obtained Alabama Power’s written approval to conduct certain construction and/or repair or modification activity, but thereafter the Permittee constructs (or allows the construction of) and/or repairs or modifies (or allows the repair or modification of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or scenic easement lands), and such construction and/or repair/modification activity does not comport with the specifications, dimensions, materials, and/or the like previously permitted or otherwise approved in writing by Alabama Power. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power. Moreover, in addition to being required to pay this Non-Compliance Fee, the Permittee acknowledges and agrees that the Permittee must bring the subject structure(s) into compliance with the specifications, dimensions, materials, and/or the like previously permitted or otherwise approved in writing by Alabama Power and within the time period prescribed by Alabama Power and at the Permittee’s sole expense.

The Permittee acknowledges and agrees that the Permittee also shall be responsible for the payment of all costs and expenses, including but not necessarily limited to attorneys’ fees and court costs, incurred by Alabama Power in connection with Alabama Power’s effort to collect any of the fees outlined in this section.

Should a previously permitted structure be totally destroyed by natural causes (*e.g.*, storm, fire, etc.), the Permittee may apply to Alabama Power for a permit to construct a replacement structure in compliance with and pursuant to these Guidelines, and the Permittee will not be subject to any of the above Permit Fees so long as application is made within one hundred eighty (180) days of the structure’s destruction.

**ATTORNEYS’ FEES**

By accepting a Permit from Alabama Power Company and/or maintaining a structure or structures on Alabama Power’s fee-owned and/or scenic easement lands, the Permittee agrees and acknowledges that Alabama Power has a right to request, and the Permittee has an obligation to pay, any and all attorneys’ fees, expenses, and/or costs incurred by Alabama Power relating to the enforcement of any of the provisions, terms, and/or conditions of the Permit (which includes these Guidelines), including, without limitation, any and all attorneys’ fees, expenses, and costs incurred by Alabama Power relating to remedying any action, construction, or activity that is not in compliance with the Permit (which includes these Guidelines), whether caused by the Permittee and/or the Permittee’s family members, guests, agents, employees, and/or contractors.

**Permittee Statement: I have received, read, understand, and agree to abide by and otherwise adhere to these Guidelines.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Permittee



SECTION B-1

ISSUANCE OF PERMITS REGARDING  
UNENCLOSED LEGACY STRUCTURES

The owner of an Unenclosed Legacy Structure—*i.e.*, a Legacy Structure (an existing structure that generally is not encompassed by a written permit previously issued by Alabama Power Company (“Alabama Power”) and is not in strict compliance with these Guidelines) where at least one side of said structure is not walled and thus does allow for the adequate flow of water, as determined by Alabama Power in its sole discretion—need not apply for a Residential Shoreline Permit (the “Permit”). Rather, Alabama Power will issue Permits for Unenclosed Legacy Structures to the owners of said structures at Alabama Power’s sole discretion.

SECTION B-2

PERMIT CRITERIA AND PROVISIONS APPLICABLE TO  
UNENCLOSED LEGACY STRUCTURES

The Permit Criteria and Provisions Applicable to Residential Shoreline Construction and/or Related Activity set forth in Section A-2 do and shall apply to any and all Permits concerning an Unenclosed Legacy Structure (and Permittee is and shall be bound thereby) unless and only to the extent that the Permittee’s Permit for the Unenclosed Legacy Structure(s) provides or allows otherwise.

**ALABAMA POWER RESERVES THE RIGHT TO MAKE AND/OR REQUIRE EXCEPTIONS AND/OR MODIFICATIONS TO THE ABOVE CRITERIA AND PROVISIONS AT ITS SOLE DISCRETION.**

SECTION B-3

TERMS AND CONDITIONS OF PERMITS REGARDING  
UNENCLOSED LEGACY STRUCTURES

The Terms and Conditions of Permits Regarding Residential Shoreline Construction and/or Related Activity set forth in Section A-3 do and shall apply to all Permits concerning an Unenclosed Legacy Structure (and Permittee is and shall be bound thereby) unless and only to the extent that the Permit provides or allows otherwise.

Further, the Permit Criteria and Provisions Applicable to Residential Shoreline Construction and/or Related Activity set forth in Section A-2 shall apply to Permittee’s Permit concerning the Unenclosed Legacy Structure(s) (and Permittee shall be bound thereby) unless and only to the extent that the Permittee’s Permit provides or allows otherwise. The Permit Criteria and Provisions Applicable to Unenclosed Legacy Structures set forth above in Section B-2 shall apply to Permittee’s Permit concerning the Unenclosed Legacy Structure(s), and Permittee must comply with such criteria and provisions.

Further, the Permittee may not enlarge or otherwise modify the Permittee’s Unenclosed Legacy Structure(s) without first obtaining Alabama Power’s written permission to do so. Any such enlargement or modification will subject Permittee to payment of any applicable Alabama Power permitting program fee (see Section A-4).

Further, the Permit sets forth the entire understanding and agreement among and/or between Permittee and Alabama Power with respect to the subject Unenclosed Legacy Structure(s) and supersedes any prior or contemporaneous oral and/or written agreements or representations among and/or between Permittee and Alabama Power with respect to the subject Unenclosed Legacy Structure(s).

**Further, should the Unenclosed Legacy Structure(s) be destroyed or incur significant damage—whether due to a weather-related reason or due to any other reason whatsoever—the Permittee may not rebuild or repair the Unenclosed Legacy Structure(s) without first obtaining Alabama Power’s written permission to do so, and Alabama Power reserves the right to require that any such rebuild or repair activity comply with, and otherwise be in accord with, the current Guidelines. Alabama Power is the sole judge as to what constitutes “significant damage.”**

SECTION B-4

APPLICABLE PERMIT FEES REGARDING  
UNENCLOSED LEGACY STRUCTURES

There is no fee associated with the issuance of a Permit solely applicable to the authorization of an Unenclosed Legacy Structure. The Permit fee schedule and structure regarding the General Repair Fee, Unauthorized Construction Fee, Unauthorized Structure Repair Fee, and Non-Compliance Fee set forth in Section A-4 do and shall apply to all Permits for Unenclosed Legacy Structures, and the Permittee shall pay any such fee (as deemed applicable and appropriate by Alabama Power in its sole discretion) to Alabama Power. The Permittee also shall be responsible for the payment of all costs and expenses, including but not necessarily limited to attorneys’ fees and court costs, incurred by Alabama Power in connection with Alabama Power’s efforts to collect any of the aforementioned applicable fees outlined in Section A-4 that are owed by the Permittee to Alabama Power.



**ATTORNEYS' FEES**

Alabama Power has a right to request, and the Permittee has an obligation to pay, any and all attorneys' fees, expenses, and/or costs incurred by Alabama Power relating to the enforcement of the rules, regulations, provisions, terms and/or conditions of the Permit (which includes these Guidelines), including, without limitation, any and all attorneys' fees, expenses, and costs incurred by Alabama Power relating to remedying any action, construction, or activity that is not in compliance with the Permit (which includes these Guidelines), whether caused by the Permittee and/or the Permittee's family members, guests, agents, employees, and/or contractors.

**By and through the act of receiving a Permit encompassing an Unenclosed Legacy Structure and thereafter keeping said Unenclosed Legacy Structure on Alabama Power's fee-owned and/or scenic easement lands (rather than removing said Unenclosed Legacy Structure(s) from Alabama Power's fee-owned and/or scenic easement lands), the Permittee acknowledges and agrees that the Permittee shall be deemed to have read, understood, accepted, and agreed to be bound by these Guidelines (including but not limited to the criteria and provisions, terms and conditions, fee schedule and structure, and other matters set forth in Sections B-1 through B-4 above), regardless of whether these Guidelines are signed by the Permittee.**



SECTION C-1

ISSUANCE OF PERMITS REGARDING  
ENCLOSED LEGACY STRUCTURES

The owner of an Enclosed Legacy Structure—a Legacy Structure (an existing structure that generally is not encompassed by a permit previously issued by Alabama Power Company (“Alabama Power”) and is not in strict compliance with these Guidelines) that is walled on all sides, as determined by Alabama Power in its sole discretion—need not apply for a Residential Shoreline Permit (the “Permit”). Rather, Alabama Power will issue Permits for Enclosed Legacy Structures to the owners of said structures at Alabama Power’s sole discretion.

SECTION C-2

PERMIT CRITERIA AND PROVISIONS APPLICABLE TO  
ENCLOSED LEGACY STRUCTURES

The guidance and other matters discussed in these Sections C-1 through C-4 are intended for use in permitting and potentially retrofitting and/or modifying (if necessary) Enclosed Legacy Structures. The presence of enclosed structures on Alabama Power’s fee-owned and/or scenic easement lands impedes Alabama Power’s ability to exercise its property ownership, easement, and/or other rights, and these Sections C-1 through C-4 discuss the matters associated with Alabama Power’s issuance of a Permit for an Enclosed Legacy Structure to an owner or owners of such a structure.

Alabama Power has instituted its Enclosed Legacy Structure permit program as a way to transition existing, non-compliant, enclosed structures into the permitting and compliance program and to ensure Alabama Power’s property ownership, flood storage, and/or related rights are protected. However, this program is limited to the life of any at issue Enclosed Legacy Structure as it exists at the time of the issuance of the Permit (subject to any necessary retrofitting or modification work).

**Upon Alabama Power’s issuance of a Permit for an Enclosed Legacy Structure, the Permittee is and shall be required to determine whether said Enclosed Legacy Structure must be retrofitted or modified in order to accommodate fully Alabama Power’s flood storage capacity by allowing for rising water to freely enter and exit the Enclosed Legacy Structure (e.g., elevating the Enclosed Legacy Structure so that the entirety of the enclosed portion(s) is situated above and outside of Alabama Power’s scenic easement elevation or “wet flood-proofing” the Enclosed Legacy Structure by venting or otherwise modifying said structure to allow for the free flow of water into and out of the enclosed portion(s) situated within Alabama Power’s scenic easement elevation). The Permittee need not retrofit or modify the Enclosed Legacy Structure if the Permittee obtains written certification from a licensed engineer or contractor in good standing attesting to either of the following:**

1. The portion, if any, of the Enclosed Legacy Structure located beneath Alabama Power’s applicable flood storage area elevation can be shown to allow water to freely enter and exit the structure (as ultimately may be determined by Alabama Power in its sole discretion)—Alabama Power may require the Permittee to provide Alabama Power with certification from a licensed engineer or contractor affirming the ability for water to freely enter and exit the Enclosed Legacy Structure, and Alabama Power reserves the right to require recertification at any time; or
2. The entirety of the lowest floor of the Enclosed Legacy Structure is located above Alabama Power’s applicable flood storage elevation, and the portion, if any, of the structure located beneath the lowest floor can be shown to allow water to freely enter and exit the structure (as ultimately may be determined by Alabama Power in its sole discretion)—Alabama Power may require the Permittee to provide Alabama Power with certification from a licensed engineer or contractor affirming the ability for water to freely enter and exit any relevant portion of the Enclosed Legacy Structure, and Alabama Power reserves the right to require recertification at any time.

**Any Permittee who is unable to satisfy either of the conditions shown above is and shall be required to retrofit or modify the Enclosed Legacy Structure in order to accommodate Alabama Power’s flood storage capacity by allowing for the free flowage of water into and out of said structure; the Permittee is and shall be solely responsible for any and all costs and expenses associated with retrofitting or modifying the Enclosed Legacy Structure, and the Permittee is and shall be solely responsible for ensuring that the Enclosed Legacy Structure is retrofitted or modified in adequate fashion within one year of the issuance of the Permit.** At any time after this one-year retrofit/modification deadline, Alabama Power may request from the Permittee, and the Permittee is and shall be required to provide to Alabama Power, written certification (or subsequent written recertification) from a licensed engineer or contractor in good standing affirming that the completed retrofit and/or modification work has resulted in the full and complete accommodation of Alabama Power’s flood storage capacity by allowing for water to freely enter and exit the Enclosed Legacy Structure. In regard to any requisite retrofitting or modification work, the Permittee (and/or the Permittee’s licensed engineer or contractor) may wish to refer to the methods for retrofitting/modifying (i.e., making changes to existing) enclosed structures in floodplains outlined in FEMA’s *Homeowner’s Guide to Retrofitting*, FEMA P-312 (current edition available on FEMA’s website: <http://www.fema.gov/library>).

Any requisite retrofitting or modification of an Enclosed Legacy Structure is for the sole purpose of protecting Alabama Power’s flood storage area and/or other property rights; Alabama Power does not and shall not warrant the safety or suitability of any Enclosed Legacy Structure retrofit and/or modification work, and Alabama Power personnel is not authorized to confirm or otherwise opine as to whether the Permittee’s retrofit and/or modification work results in compliance with any Federal, State, or local flood and/or other relevant laws, ordinances, codes, rules, or regulations. Alabama Power reserves the right to determine in its sole discretion whether the Permittee’s subsequent



retrofitting and/or modification work ultimately allows water to freely enter and exit the Enclosed Legacy Structure in an adequate fashion.

Alabama Power makes no representation or warranty that any Enclosed Legacy Structure is safe or suitable. The Permittee does and shall have sole responsibility for complying with all applicable restrictions, subdivision covenants, ordinances, health and sanitation codes, laws, rules, ordinances, and regulations, and building codes with regard to his or her Enclosed Legacy Structure(s).

Should the Enclosed Legacy Structure(s) be destroyed or incur significant damage—whether due to a weather-related reason or due to any other reason whatsoever—the Permittee may not rebuild or repair the Enclosed Legacy Structure(s) without first obtaining Alabama Power’s written permission to do so, and Alabama Power reserves the right to require that any such rebuild or repair activity comply with, and otherwise be in accord with, the current Guidelines. Alabama Power is the sole judge as to what constitutes “significant damage.” No expansion, rebuilding, substantial repair, and/or replacement of the Enclosed Legacy Structure may take place unless the Permittee first obtains Alabama Power’s express written consent to do so. Any such unauthorized activity will subject Permittee to payment of any applicable Alabama Power permitting program fee (see Section A-4).

The Permit Criteria and Provisions Applicable to Residential Shoreline Construction and/or Related Activity set forth in Section A-2 do and shall apply to all Permits concerning an Enclosed Legacy Structure (and Permittee is and shall be bound thereby) unless and only to the extent that the Permittee’s Permit for an Enclosed Legacy Structure provides or allows otherwise.

**PROBATE COURT RECORDING:** Alabama Power may record a copy of the Permittee’s Permit for the Enclosed Legacy Structure(s) (which will include these Guidelines and any other appropriate documentation, as determined by Alabama Power in its sole discretion) in the applicable local probate court to provide notice of the Permit within the Permittee’s chain of title.

**ALABAMA POWER RESERVES THE RIGHT TO MAKE AND/OR REQUIRE EXCEPTIONS AND/OR MODIFICATIONS TO THE ABOVE CRITERIA AND PROVISIONS AT ITS SOLE DISCRETION.**

<b>SECTION C-3</b>
<b>TERMS AND CONDITIONS OF PERMITS REGARDING ENCLOSED LEGACY STRUCTURES</b>

Any Permit regarding an Enclosed Legacy Structure granted by Alabama Power to Permittee does and shall include and incorporate the following Terms and Conditions, and such Permit does and shall require the Permittee to comply with, and otherwise adhere to, the following Terms and Conditions:

- C-3.1 The Permit granted by Alabama Power to the Permittee is solely for the purpose described in the Permit.
- C-3.2 Alabama Power expressly gives its consent and permission to the Permittee to maintain the Enclosed Legacy Structure upon the Subject Land, subject to the terms and conditions of this Section C-3; the Enclosed Legacy Structure and the Subject Land are referenced and/or more particularly described in the Permit (*e.g.*, see “Subject Land Coordinates/Information” and “SKETCH OF PERMITTED STRUCTURES”). All expenses and responsibilities regarding the Enclosed Legacy Structure, including the expenses of obtaining any necessary Federal, State, and local permits or approvals, shall be borne solely by the Permittee. The Permittee shall not enlarge the Enclosed Legacy Structure unless the Permittee first obtains Alabama Power’s express written consent to do so.
- C-3.3 The Permit applies only to the Enclosed Legacy Structure(s) referenced and/or more particularly described in the Permit as approved by Alabama Power. The Permit does not give the Permittee any right to expand the Enclosed Legacy Structure(s) without prior written approval of Alabama Power. The Permit constitutes a mere license and does not convey any property rights, either in real estate or material, and does not authorize any unpermitted injury to private property or invasion of private rights or any infringement of Federal, State, or local laws or regulations. In keeping with the foregoing, should the Permittee cause (or allow to be caused) any unauthorized damage to Alabama Power’s fee-owned lands (or any unauthorized interference to/with Alabama Power’s scenic easement rights), Alabama Power may require the Permittee to remediate any such damage (or any such interference) and, if so, the Permittee must complete such remediation work within the time period prescribed by Alabama Power and at the Permittee’s sole expense (and the Permittee further may be subject to any applicable Permit Fee as determined by Alabama Power (see Section A-4)). This Permit does not eliminate the necessity of the Permittee obtaining any Federal, State, or local permission required by law for the operation or maintenance of the Enclosed Legacy Structure. Neither by the use of the Enclosed Legacy Structure, nor in any other way, does or shall the Permittee: a) make any claim of property rights or interests in or to Alabama Power’s fee-owned and/or scenic easement lands adverse to Alabama Power’s rights therein; b) make any other claim adverse to Alabama Power; or c) deny or impair Alabama Power’s right to use and enjoy its fee-owned and/or scenic easement lands.
- C-3.4 The Permit Criteria and Provisions Applicable to Residential Shoreline Construction and/or Related Activity set forth in Section A-2 apply to Permittee’s Permit concerning the Enclosed Legacy Structure(s) (and Permittee must comply with such criteria and provisions) unless and only to the extent that the Permit provides or allows otherwise. The Permit Criteria and Provisions Applicable to Enclosed Legacy Structures set forth above in Section C-2—including but not limited to the criteria and provisions concerning potentially required retrofitting and/or modification of the Enclosed Legacy Structure(s)—



apply to Permittee's Permit concerning the Enclosed Legacy Structure(s), and Permittee must comply with such criteria and provisions.

- C-3.5 The maintenance and use of the Enclosed Legacy Structure(s) on the Subject Land by the Permittee is with Alabama Power's consent and permission only and in consideration of the Permittee's recognition of Alabama Power's superior rights and the Permittee's compliance with all of the terms, conditions, and provisions of the Permit.
- C-3.6 Project No. 2628 is the property of Alabama Power, and Alabama Power's associated dam (*i.e.*, Harris Dam) was built and is being operated and maintained to hold back, retain, accumulate, store, release, and assist in controlling the waters of the Tallapoosa River and its tributaries. In connection therewith, FERC has issued to Alabama Power a license for Project No. 2628 (together with any modification thereof or replacement license, the "FERC License"). Alabama Power reserves the full, unconditional, unrestricted, and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert, release, or use the waters of the associated reservoir (*i.e.*, Lake Harris) in any manner Alabama Power, its successors, and assigns may deem appropriate. In the operation of Alabama Power's business and in the exercise of Alabama Power's property rights, there may be fluctuations in the water level in the aforementioned reservoir, and the Permit shall be subject at all times to the right of Alabama Power, its successors, and assigns, which right is hereby reserved from the rights granted to the Permittee hereunder, for and on behalf of Alabama Power, to raise and lower the waters of the aforementioned reservoir from time to time and to flood any and all portions of the Subject Land and/or the Enclosed Legacy Structure(s) continuously or from time to time.
- C-3.7 Alabama Power shall in no case be liable for any damage or injury to the Enclosed Legacy Structure(s) or any personal property therein or the Subject Land that may be caused by or result from Alabama Power's operations or those of any Federal, State, or local governmental body for the improvement of navigation or for other lawful purposes, and no claims or right to compensation shall accrue from any such damage. Except to the extent caused by the negligence of Alabama Power or its employees, agents, or contractors, the Permittee shall release, indemnify, and hold harmless Alabama Power, its officers, agents, and employees, from and against any and all claims and demands by the Permittee, any guest, employee, agent, or contractor or other invitee or licensee of the Permittee, or any other persons whomever, for damages to property or injury or death to persons which may arise out of or be caused directly or indirectly by the Permittee's or any other person's use of the Subject Land or the Enclosed Legacy Structure(s), including without limitation any of the same arising out of or directly or indirectly caused by any flooding of the Subject Land or the Enclosed Legacy Structure(s) or other exercise of Alabama Power's rights with respect to the Subject Land or its FERC License (and including without limitation any and all alleged damages resulting from any issue existing between Permittee and Permittee's adjoining landowners (*i.e.*, neighbors)). It is specifically intended that no flooding of the Subject Land or the Enclosed Legacy Structure(s) or other exercise of Alabama Power's rights with respect to the Subject Land or its FERC License, however and whenever occurring, shall constitute negligence in any way. This indemnification shall survive the expiration, revocation, cancellation, or termination of the Permit, the exercise of any right or remedy under the Permit, and any subsequent sale or transfer of the Enclosed Legacy Structure(s) and all similar or related events or occurrences.
- C-3.8 Any right of the Permittee under the Permit shall at all times be subject to Alabama Power's property rights, as well as the FERC License and all orders, directives, requests, rules, regulations, and other laws relating thereto.
- C-3.9 The Subject Land is within the Project boundary of Project No. 2628, which Alabama Power operates and maintains under its FERC License, and all rights of the Permittee under the Permit are subject to the terms, conditions, and requirements of such FERC License. If Alabama Power is required to do so in order to comply with the terms, conditions, and requirements of the FERC License, or if Alabama Power is directed to do so by FERC, or if FERC imposes on Alabama Power any conditions with respect to the Permit, the Subject Land or premises, the FERC License, or Project No. 2628 (or any portion thereof), Alabama Power may, in its sole and absolute discretion, immediately or at any time thereafter cancel or terminate the Permit.
- C-3.10 Save for the occasional (*i.e.*, non-primary) temporary rental-by-owner arrangement (*e.g.*, "Airbnb" or "VRBO"), Permittee shall not charge others for use of the Enclosed Legacy Structure(s). The Permittee hereby covenants and agrees that the Permittee will not cause or allow any illegal activity to take place on the Subject Land.
- C-3.11 The Permittee solely shall have the obligation of ensuring that the Enclosed Legacy Structure(s) is maintained in a good state of repair and in compliance with all applicable Federal, State, and local health, safety, and other codes, ordinances, regulations, and laws and also in such a manner as to be consistent with shoreline aesthetic values (as may be determined by Alabama Power in its sole discretion). The Permittee shall comply promptly with any lawful regulations or instructions of any Federal, State, or local governmental agency or other governmental authority, as well as with any directive or instruction of Alabama Power. The Permittee shall maintain the Enclosed Legacy Structure(s) in a manner so as to minimize any adverse impact on fish and wildlife habitat and natural environmental values, and the Permittee shall maintain the Enclosed Legacy Structure(s) in such a manner as to not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of the Project lands and/or waters (as may be determined by Alabama Power in its sole discretion). Further, the Permittee shall take all reasonable precautions to ensure that the scenic, recreational, and environmental values of the Project lands and/or waters are protected on the Subject Land. The Permittee shall ensure the full and complete accommodation of Alabama Power's flood storage capabilities as set forth in Section C-2 above. The Permittee shall not impair the full and free use by the public of all navigable waters at or adjacent to the Subject Land or interfere with navigation thereon through ownership, use, or maintenance of the Enclosed Legacy Structure(s).



C-3.12 The Permittee shall comply with all laws applicable to the use of the Enclosed Legacy Structure(s), and without limiting the generality hereof, shall comply with all applicable Federal, State, and local environmental, health, and safety codes, rules, ordinances, laws, and regulations, and any laws or regulations concerning the preservation of public order, and without limitation to the foregoing, the Permittee shall comply with, and otherwise adhere to, the following:

- (a) No Hazardous Materials (as hereinafter defined) or Pesticides/Herbicides (as hereinafter defined) will be contained in, treated, stored, handled, generated, located on, discharged from, or disposed of on, or constitute a part of, the Enclosed Legacy Structure(s) or the Subject Land or treated, stored, handled, generated, located on, or disposed of on the reservoir associated with Project No. 2628 (*i.e.*, Lake Harris). As used herein, the term “Hazardous Materials” includes, without limitation, any asbestos, petroleum, or petroleum products, scrap tires, dry cleaning agents, urea formaldehyde foam insulation, flammable explosives, lead-based paints, polychlorinated biphenyls (hereinafter referred to as “PCBs”), radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601, *et seq.*) (“CERCLA”), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, *et seq.*) (“RCRA”), the Clean Water Act (33 U.S.C. §§ 1251, *et seq.*), the Oil Pollution Act (33 U.S.C. §§ 2701, *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401, *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601, *et seq.*), the Alabama Water Pollution Control Act (ALA. CODE §§ 22-22-1, *et seq.*), the Alabama Solid Wastes Disposal Act (ALA. CODE §§ 22-27-1, *et seq.*), the Alabama Hazardous Wastes Management and Minimization Act (ALA. CODE §§ 22-30-1, *et seq.*), the Alabama Hazardous Substance Cleanup Fund Act (ALA. CODE §§ 22-30A-1, *et seq.*), the Alabama Underground and Aboveground Storage Tank Trust Fund Act (ALA. CODE §§ 22-35-1, *et seq.*), the Alabama Lead Ban Act of 1988 (ALA. CODE §§ 22-37-1, *et seq.*), the Alabama Lead Reduction Act of 1997 (ALA. CODE §§ 22-37A-1, *et seq.*), the Alabama Drycleaning Environmental Response Trust Fund Act (ALA. CODE §§ 22-30D-1, *et seq.*), the Alabama Pesticide Act (Ala. Code §§ 2-27-1, *et seq.*), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136, *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §§ 651, *et seq.*), and the Alabama Scrap Tire Disposal Act (ALA. CODE §§ 22-40-1, *et seq.*), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration (“OSHA”) pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state, or local environmental, health, and/or safety laws, statutes, codes, rules, regulations, or ordinances now or hereafter in effect (hereinafter collectively referred to as “Environmental Laws”). As used herein, the term “Pesticides/Herbicides” includes, without limitation, any pesticides, insecticides, nematocides, fungicides, rodenticides, herbicides, desiccants, and/or defoliants, or related or unrelated substances or materials defined, regulated, controlled, limited, or prohibited in the Alabama Pesticide Act (ALA. CODE §§ 2-27-1, *et seq.*), the Federal Insecticide, Fungicide and Rodenticide Act, the Occupational Safety and Health Act, RCRA, CERCLA, or in any other Environmental Law. Under no circumstances shall underground or aboveground storage tanks be constructed or used in conjunction with the Enclosed Legacy Structure(s). Notwithstanding anything to the contrary in the foregoing, the Permittee shall be permitted to use reasonable amounts of those Hazardous Materials and Pesticides/Herbicides that are necessary to use the Enclosed Legacy Structure(s); provided, however, that any such use shall be in compliance with all Federal, State, and local Environmental Laws. For purposes of the preceding sentence, Alabama Power shall be the sole judge as to what constitutes “reasonable amounts” and which Hazardous Materials are “necessary” to the use of the Enclosed Legacy Structure(s).
- (b) Under no circumstances, however, shall the Subject Land or the Enclosed Legacy Structure(s) be utilized in such a manner as to constitute an “establishment” as that term is defined in 7 U.S.C. § 136(dd).
- (c) **The Permittee shall ensure that all of the Subject Land and the Enclosed Legacy Structure(s) comply at all times and in all respects with all Environmental Laws.**
- (d) The Permittee shall give immediate oral and written notice to Alabama Power’s Shoreline Management office (256-396-5093; P.O. Box 488, Wedowee, AL 36278) of the Permittee’s receipt of any written or oral notice of a violation of any of the Environmental Laws on or about the Enclosed Legacy Structure(s) or the Subject Land or any land adjacent thereto or of any written or oral notice of other claim relating to the environmental or physical condition of any of the same, or of the Permittee’s discovery of any matter which would contradict any of the terms, conditions, or provisions herein in any respect.

C-3.13 In addition to, and not in substitution for or in limitation of, any other indemnification clause set forth herein, the Permittee shall indemnify and hold Alabama Power, and its successors, assigns, directors, officers, agents, servants, and employees harmless from all loss, cost, damage, claim, and expense incurred by Alabama Power arising from or related to: a) the violation of any provision set forth in C-3.12 above; b) the Permittee’s failure to perform any obligations of Paragraph C-3.12 above; c) the Permittee’s, the Enclosed Legacy Structure’s(s’), or the Subject Land’s failure to fully comply with all Environmental Laws; or d) any other matter related to environmental or physical conditions on, under, or affecting the Enclosed Legacy Structure(s) or the Subject Land. This indemnification expressly includes, but is not limited to, any claims for cost recovery or contribution that Alabama Power may make against the Permittee pursuant to CERCLA, and the Permittee shall have no right of contribution against Alabama



Power under CERCLA. This indemnification clause shall be given effect in accordance with its plain meaning and no rule of interpretation shall be given effect as to construe it contrary to the party responsible for its drafting. This indemnification shall survive the expiration or termination of the Permit, the exercise of any right or remedy under the Permit, and any subsequent sale or transfer of the Enclosed Legacy Structure(s) and all similar or related events or occurrences. However, this indemnification shall not apply to any Hazardous Materials or Pesticides/Herbicides contained in, treated, stored, handled, generated, located on, discharged from, or disposed of on, or constituting a part of, the Subject Land before the Permittee's use of either the Enclosed Legacy Structure(s) or the Subject Land or after the termination, revocation, cancellation, or expiration of the Permit and the subsequent vacation of, and removal from the Subject Land of, the Enclosed Legacy Structure(s).

- C-3.14 Alabama Power does not represent or warrant that the Enclosed Legacy Structure(s) is safe or suitable for the purposes for which it is permitted to be used under the terms of the Permit or represent or warrant anything else with respect to the Enclosed Legacy Structure(s). The Permittee is solely responsible for proper design, engineering, certification, modification/retrofitting (to allow water to flow freely through), and maintenance of the Enclosed Legacy Structure(s). **FURTHER, ALABAMA POWER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE SUITABILITY OR ADEQUACY OF THE SOIL OR SUBSURFACE OR OTHER CONDITIONS IN, ON, OR UNDER EITHER THE ENCLOSED LEGACY STRUCTURE(S) OR THE SUBJECT LAND.** Neither Alabama Power, nor its successors, assigns, directors, officers, agents, servants, or employees, shall be liable to the Permittee, or the Permittee's heirs, assigns, employees, servants, agents, family members, guests, invitees, or any other persons or entities whomsoever, for loss or damage on account of injuries to the Enclosed Legacy Structure(s) or any personal property in or around the Enclosed Legacy Structure(s), or on account of any past or future injuries to the Permittee, or the Permittee's heirs, assigns, employees, servants, agents, family members, guests, invitees, or any other persons or entities whomsoever, in or upon any portion of the Enclosed Legacy Structure(s), which are caused by, or arise as a result of soil and/or subsurface conditions, known or unknown (including, without limitation, underground mines, tunnels, sinkholes, or other geological formations or conditions) in, on, or under either the Enclosed Legacy Structure(s) or the Subject Land.
- C-3.15 Should the Enclosed Legacy Structure(s) be destroyed or damaged, Alabama Power shall have no obligation to approve any proposed replacement or repair work, and Alabama Power may withhold its consent for any reason it may desire (without regard to any standard of reasonableness or otherwise).
- C-3.16 The Permittee shall cooperate with and participate in any present or future program of solid waste disposal in effect in the area of the Subject Land. The Permittee shall keep the Enclosed Legacy Structure(s) and adjacent lands and waters free of all waste, garbage, and other unsightly debris, structures, or other materials (including but not limited to those of useless or limited value), and the Permittee shall comply with all local health statutes, codes, ordinances, rules, laws, and regulations.
- C-3.17 In the event previously unidentified archeological or historic items or properties are uncovered during the course of the Permittee's use of the Subject Land, the Permittee shall immediately stop all activity in the vicinity of the area where such properties are uncovered. The Permittee shall immediately notify Alabama Power, the Alabama State Historic Preservation Officer, and any Indian Tribe attaching religious or cultural significance to such finding, and consult with these entities to determine the need for an additional cultural resource management plan. Such plan shall include, but not be limited to, a description of the potential effect of the Permittee's activities, the proposed measures for avoiding or mitigating any adverse impacts, documentation of consultation with the State Historic Preservation Officer and any Indian Tribe attaching religious or cultural significance, and a schedule for mitigating the impacts. Alabama Power may file such plan and evidence of the Permittee's consultation with Alabama Power, the State Historic Preservation Officer, and any Indian Tribe attaching religious or cultural significance with the Alabama State Historic Preservation Commission (the "Commission") for approval and no activities adversely affecting such archaeological or historic items or properties may resume until authorized in writing by Alabama Power or the Commission.
- C-3.18 At any time after one year from the issuance date of the Permit, Alabama Power may request from the Permittee, and the Permittee is and shall be required to provide to Alabama Power, written certification (or subsequent written recertification) from a licensed engineer or contractor in good standing affirming that the Enclosed Legacy Structure(s) fully and completely accommodates Alabama Power's flood storage capacity by allowing for water to freely enter and exit any portion of the Enclosed Legacy Structure(s) that is situated within Alabama Power's applicable scenic easement elevation. Should the Permittee fail to provide such written certification (or subsequent written recertification) to Alabama Power within thirty (30) days of Alabama Power's request, the same shall be deemed a violation of the terms, conditions, and/or provisions of the Permit, and Alabama Power, in turn, shall be entitled to pursue any and all of its resulting rights, remedies, and powers articulated herein.
- C-3.19 If it is determined by Alabama Power, in the sole discretion of Alabama Power, that the Permittee has failed to comply with any of the terms, conditions, and/or provisions of the Permit, or with any additional requirements, directives, instructions, and/or conditions imposed by Alabama Power, or with any law, code, rule, regulation, ordinance, or directive of any Federal, State, or local governmental authority, the Permittee shall take appropriate action to correct such violation. If said violation shall continue for a period of thirty (30) days after notice thereof by Alabama Power, Alabama Power may, in its sole discretion, terminate the Permit and all rights of the Permittee to maintain the Enclosed Legacy Structure(s) and require the Permittee to remove, or cause to be removed, from the Subject Land within thirty (30) days the Enclosed Legacy Structure(s) at the Permittee's sole expense and without any additional notice from Alabama Power. In the event Alabama Power institutes court proceedings to enforce the provisions of the Permit or to require the Permittee to remove the Enclosed Legacy Structure(s), then the Permittee shall waive any defenses of estoppel, laches, the statute of limitations,



and/or similar defenses. Further, the Permittee shall reimburse Alabama Power for all costs and expenses, including attorney's fees incurred in the enforcement of the Permit and any and all costs and expenses incurred by Alabama Power to remove and dispose of the Enclosed Legacy Structure(s) or any part thereof.

- C-3.20 If: a) required by a regulatory agency; or b) Alabama Power determines, in its sole discretion, that emergency circumstances necessitate; or c) Alabama Power determines, in its sole discretion, that Alabama Power's subsequent operations necessitate; or d) Alabama Power determines, in its sole discretion, that the Enclosed Legacy Structure(s) may cause obstruction of navigation; or e) Alabama Power determines, in its sole discretion, for any other reason whatsoever, then within thirty (30) days from written notice from Alabama Power, or within such lesser period from written notice from Alabama Power as Alabama Power may determine in its sole discretion in the event of any of the circumstances described in clauses a) through e), Alabama Power may terminate the Permit and all rights of the Permittee to maintain the Enclosed Legacy Structure(s) and/or require the Permittee to remove, alter, or relocate the Enclosed Legacy Structure(s) at the Permittee's sole expense.
- C-3.21 Upon any termination, cancellation, revocation, or expiration of the Permit for any reason, the Permittee shall at the Permittee's sole expense within thirty (30) days, or at such earlier time as required pursuant to Paragraph C-3.20 above, remove from the Subject Land the Enclosed Legacy Structure(s) and anything else left by the Permittee. In the event the Permittee shall fail to so remove the Enclosed Legacy Structure(s) or anything else left by the Permittee, Alabama Power may elect to treat the same as abandoned by the Permittee, and Alabama Power may dismantle, discard, convey, or otherwise dispose of or destroy the same in any manner Alabama Power may elect and may recover the costs incurred in connection therewith from the Permittee without any further notice to Permittee.
- C-3.22 The Permit and the Permittee's rights under the Permit are personal to the Permittee, and may not be assigned without the express written consent of Alabama Power, which Alabama Power may grant or withhold in its sole discretion and without regard to any standard of reasonableness or otherwise. In the event the Permittee conveys or otherwise transfers the Enclosed Legacy Structure(s) (other than a transfer resulting from the death of the Permittee), the Permittee shall give to Alabama Power notice in writing of the name and address of the intended transferee at least seven (7) days prior to the transfer. The Permittee shall provide prior notice to any potential transferee of the existence and terms of the Permit. In the event that Alabama Power shall not give its written consent to the assignment of the Permit to any purported transferee of the Enclosed Legacy Structure(s), any attempted transfer shall be voidable by Alabama Power but such purported transferee shall nonetheless be bound by the terms, conditions, and provisions of the Permit and the continued use of the Enclosed Legacy Structure(s) by any such purported transferee shall conclusively be deemed the purported transferee's agreement to be bound by all the terms, conditions, and provisions hereof.
- C-3.23 No delay or omission of Alabama Power to exercise any right, power, or remedy hereunder shall exhaust or impair any such right, power, or remedy or shall be construed to be a waiver of the same or a waiver of any default by the Permittee, or acquiescence in such a default; and every right, power, and remedy given hereunder to Alabama Power may be exercised from time to time and as often as Alabama Power may elect. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers, or remedies of Alabama Power. No right, power, or remedy conferred upon or reserved to Alabama Power under the Permit is intended to be exclusive of any other right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or otherwise available at law or in equity. It is agreed that in any proceeding by Alabama Power to enforce the Permit, damages alone may not be an adequate remedy, and Alabama Power shall have the right to seek and obtain injunctive and other equitable relief in addition to monetary damages. The obligations of the Permittee under the Permit are joint and several.
- C-3.24 The Permit and the rights of Alabama Power under the Permit may be assigned by Alabama Power, and the Permit shall be enforceable by any assignee, transferee, or successor of Alabama Power.
- C-3.25 The Permittee shall assess and pay all taxes attributable to the Enclosed Legacy Structure(s) and all land and personal property of the Permittee.
- C-3.26 The Permit and the permission given hereby are subject to all easements, restrictions, reservations, and other matters that may affect Alabama Power's right, title, and interest in and to any of the Project lands and waters and/or the Subject Land, whether the same are of record, are discoverable by an accurate survey or inspection of the Subject Land, or are shown in drawings on file with Alabama Power which shall be made available to the Permittee for inspection upon request made reasonably in advance of such inspection.
- C-3.27 In the event that the whole or any part of the Enclosed Legacy Structure(s) and Subject Land shall be taken by any public authority under the power of eminent domain or like power or transferred in lieu thereof, then the Permit shall terminate effective as of the date possession thereof shall be required to be delivered pursuant to the instrument of transfer or the final order, judgment, or decree entered in the proceedings in exercise of such power. All damages awarded for a taking of the Enclosed Legacy Structure(s) and the Permittee's property, or any part thereof shall be payable in the full amount thereof to and the same shall be the property of the Permittee, including but not limited to, any sum paid or payable as compensation for loss of value of any right of the Permittee with respect to any part of the Enclosed Legacy Structure(s) and the Permittee's property. Any award attributable to any taking of any of Alabama Power's property shall belong and be paid to Alabama Power.
- C-3.28 With respect to any action by Alabama Power to enforce any term, condition, or provision of the Permit or any action for the interpretation of any term, condition, or provision of the Permit or the parties' rights



with respect to the Enclosed Legacy Structure(s) and/or the Subject Land, the Permittee shall expressly waive any defense of estoppel, waiver, laches, the statute of limitations, and similar defenses. Further, the Permittee shall reimburse Alabama Power for all costs and expenses, including attorneys' fees and other legal expenses, incurred in the interpretation or enforcement of any provision of the Permit where Alabama Power is the prevailing party, and for any and all costs and expenses incurred by Alabama Power to remove and/or dispose of the Enclosed Legacy Structure(s) or any part thereof or anything else left by the Permittee on Alabama Power's fee-owned and/or scenic easement lands.

- C-3.29 The Permit does not convey a view or easement in light or air, and Alabama Power makes no guarantee of any particular view. Permittee agrees and acknowledges that there is no right to a view or light or air under Alabama law.
- C-3.30 Should the Enclosed Legacy Structure(s) be destroyed or incur significant damage—whether due to a weather-related reason or due to any other reason whatsoever—the Permittee may not rebuild or repair the Enclosed Legacy Structure(s) without first obtaining Alabama Power's written permission to do so, and Alabama Power reserves the right to require that any such rebuild or repair activity comply with, and otherwise be in accord with, the Guidelines. Alabama Power is the sole judge as to what constitutes "significant damage." No expansion, rebuilding, substantial repair, and/or replacement of the Enclosed Legacy Structure(s) may take place unless the Permittee first obtains Alabama Power's express written consent to do so.
- C-3.31 Any Permittee that is issued a Programmatic General Permit ("PGP") by Alabama Power on behalf of the U.S. Army Corps of Engineers will be responsible for complying with the Special and General Conditions contained within the PGPs and with any project specific conditions provided. A copy of the PGPs for minor activities on Alabama Power reservoirs is available from Alabama Power and on the web sites of Alabama Power (<https://apcshorelines.com/shoreline-management/>) and the U.S. Army Corps of Engineers (<http://www.sam.usace.army.mil/Missions/Regulatory/GeneralPermits.aspx>). The Permittee shall minimize adverse impacts to State waters by strict adherence to the ADEM Special Conditions and Best Management Practices that can be found on Alabama Power's Shoreline Management website at: <https://apcshorelines.com/shoreline-management/>. If it is determined by Alabama Power, the Permittee, or a Federal or State agency that the Permittee is performing work that may affect species listed as threatened or endangered under the Endangered Species Act or the habitat of such species, the Permittee must notify Alabama Power in writing and must cease and desist any and all potentially affecting work until further notified in writing by Alabama Power. Moreover, the Permittee shall comply with any specific terms and conditions as listed in any Approval Letter provided from Alabama Power's Environmental Affairs Department.
- C-3.32 Should Permittee fail to comply with any term, condition, criterion, or provision herein (and/or any other requirement or directive of Alabama Power or any government agency) regarding the protection of a Sensitive Resource Area, Permittee shall be solely responsible for correcting and remedying any and all such non-compliance within a time period determined by Alabama Power in its sole discretion.
- C-3.33 Alabama Power's rights contained herein, including without limitation Alabama Power's rights to remove the Enclosed Legacy Structure(s) upon revocation, expiration, cancellation, or termination of the Permit, rights to recover the cost thereof from the Permittee, and rights to recover attorneys' fees, shall survive the revocation, cancellation, expiration, or termination of the Permit.
- C-3.34 Where notice from Alabama Power to the Permittee is contemplated herein, any such notice shall be addressed to the Permittee at the Permittee's address set forth in the Permit. Where written notice from the Permittee to Alabama Power is contemplated herein, any such notice shall be addressed to Alabama Power's Shoreline Management office (P.O. Box 488, Wedowee, AL 36278).
- C-3.35 The Permit sets forth the entire understanding and agreement among and/or between Permittee and Alabama Power with respect to the subject Enclosed Legacy Structure(s) and supersedes any prior or contemporaneous oral and/or written agreements or representations among and/or between Permittee and Alabama Power with respect to the subject Enclosed Legacy Structure(s).
- C-3.36 Should any of the terms, conditions, and/or provisions set forth in this Section C-3 be determined to be invalid by any court, agency, or any other tribunal of competent jurisdiction, such determination shall not affect the enforceability of the other terms, conditions, and/or provisions herein, and to this end the terms, conditions, and/or provisions of this Section C-3 are declared severable.

**SECTION C-4**

**APPLICABLE PERMIT FEES REGARDING  
ENCLOSED LEGACY STRUCTURES**

There is no fee associated with the issuance of a Permit solely applicable to the authorization of an Enclosed Legacy Structure. The Permit fee schedule and structure regarding the General Repair Fee, Unauthorized Construction Fee, Unauthorized Structure Repair Fee, and Non-Compliance Fee set forth in Section A-4 do and shall apply to all Permits for Enclosed Legacy Structures, and the Permittee shall pay any such fee (as deemed applicable and appropriate by Alabama Power in its sole discretion) to Alabama Power. The Permittee also shall be responsible for the payment of all costs and expenses, including but not necessarily limited to attorneys' fees and court costs, incurred by Alabama Power in connection with Alabama Power's efforts to collect any of the aforementioned applicable fees outlined in Section A-4 that are owed by the Permittee to Alabama Power.

**ATTORNEYS' FEES**

Alabama Power has a right to request, and the Permittee has an obligation to pay, any and all attorneys' fees, expenses, and/or costs incurred by Alabama Power relating to the enforcement of the rules, regulations, provisions, terms and/or



conditions of the Permit (which includes these Guidelines), including, without limitation, any and all attorneys' fees, expenses, and costs incurred by Alabama Power relating to remedying any action, construction, or activity that is not in compliance with the Permit (which includes these Guidelines), whether caused by the Permittee and/or the Permittee's family members, guests, agents, employees, and/or contractors.

**By and through the act of receiving a Permit encompassing an Enclosed Legacy Structure and thereafter keeping said Enclosed Legacy Structure on Alabama Power's fee-owned and/or scenic easement lands (rather than removing said Enclosed Legacy Structure from Alabama Power's fee-owned and/or scenic easement lands), the Permittee acknowledges and agrees that the Permittee shall be deemed to have read, understood, accepted, and agreed to be bound by these Guidelines (including but not limited to the criteria and provisions, terms and conditions, fee schedule and structure, and other matters set forth in Sections C-1 through C-4 above), regardless of whether these Guidelines are signed by the Permittee.**



## **APPENDIX D**

### **GENERAL GUIDELINES FOR NON-RESIDENTIAL AND MULTIPLE SINGLE-FAMILY USE OF PROJECT LANDS AND WATERS**

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GENERAL GUIDELINES FOR

NON-RESIDENTIAL USE OF PROJECT LANDS AND WATERS

SHORELINE PERMITTING

Corporate Real Estate – Shoreline Management  
600 18th St. N  
P.O. Box 2641  
Birmingham, Alabama 35203

For permitting and other information, visit Alabama Power’s website:  
<https://apcshorelines.com/>

Lake	Full Pool (Summer) Level	Alabama Power’s Fee Ownership	Alabama Power’s Easement
Bouldin <input type="checkbox"/>	252’ mean sea level contour (“MSL”)	253’ MSL	253’ MSL (de facto)
Harris <input type="checkbox"/>	793’ MSL	795’ MSL	800’ MSL (or 50’ (linear) from the 793’ MSL in certain areas) (Scenic Easement)
Jordan <input type="checkbox"/>	252’ MSL	252’ MSL	Control strip (measuring 15’ from the 252’ MSL (where applicable))
Lay <input type="checkbox"/>	396’ MSL	397’ to 406’ MSL (range dependent upon location)	397’ to 410’ MSL (range dependent upon location)
Logan Martin <input type="checkbox"/>	465’ MSL	465’ to 473’ MSL (range dependent upon location)	473’ to 490’ MSL (range dependent upon location)
Martin <input type="checkbox"/>	491’ MSL (490’ Martin Datum)	491’ MSL (490’ Martin Datum)	Control strip (measuring 30’ from the 491’ MSL (where applicable))
Mitchell <input type="checkbox"/>	312’ MSL	317’ MSL	317’ MSL (de facto)
Neely Henry <input type="checkbox"/>	508’ MSL	509’ to 521’ MSL (range dependent upon location)	509’ to 527’ MSL (range dependent upon location)
Smith <input type="checkbox"/>	510’ MSL	510’ MSL	522’ MSL
Thurlow <input type="checkbox"/>	289’ MSL (288’ Martin Datum)	299’ MSL (298’ Martin Datum)	299’ MSL (de facto)
Weiss <input type="checkbox"/>	564’ MSL	565’ MSL	572’ to 578’ MSL (range dependent upon location)
Yates <input type="checkbox"/>	345’ MSL (344’ Martin Datum)	351’ MSL (350’ Martin Datum)	363’ MSL (362’ Martin Datum)

PURPOSE OF THE GUIDELINES

The purpose of the General Guidelines for Non-Residential Shoreline Permitting (the “Guidelines”) is to help you understand Alabama Power Company’s (“Alabama Power”) general policies and parameters for non-residential permitting activities on and around lakes managed by Alabama Power Company. Alabama Power owns the pool property of all lakes and has additional property rights along the shoreline of each lake (“Project lands and/or waters” or “Project lands and waters”), and has constructed and is maintaining and operating dams on said lakes for the purpose of generating electrical energy under licenses issued by the Federal Energy Regulatory Commission (“FERC”). FERC has authorized Alabama Power to institute a system of permits for certain activities and uses of the Project lands and waters. **The Guidelines are not necessarily intended to be all-inclusive** and feasibly cannot address every specific situation that may exist. The Guidelines are implemented by Alabama Power to facilitate orderly and reasonable



shoreline management of the lakes, recognizing that circumstances may exist that will **require flexibility on the part of Alabama Power, you, and/or other landowners, and as ultimately may be determined by Alabama Power in its sole discretion.** Sizes and dimensions stated below are considered as the ordinarily maximum allowed and may not be allowable in every situation.

The Guidelines are intended to serve, and the term “Non-Residential” as used herein relates to, non-residential operations that generate revenue on Alabama Power Company project lands and waters, including, but not limited to, public marinas, restaurants, certain apartments and other rental properties, certain overnight campgrounds, certain bed and breakfasts, etc.

**If you have questions regarding your electric service from the power lines to the meter connection, you should contact the utility providing your electric service. For questions regarding your use or operation of, or problems with, your metered electric service/system, you should contact a licensed electrician.**

**ALABAMA POWER RESERVES THE RIGHT TO MAKE AND/OR REQUIRE EXCEPTIONS AND/OR MODIFICATIONS TO THESE GUIDELINES AT ITS SOLE DISCRETION.**

**These Guidelines are incorporated into, and made a part of, any Non-Residential Shoreline Permit issued by Alabama Power.**

SECTION A-1

PERMIT PROCESS

Contact your local Alabama Power Company (“Alabama Power”) Shoreline Management Office prior to beginning any construction and/or structure repair work on or within Project Lands and/or waters. **A written permit must be obtained from Alabama Power and a pending permit tag must be affixed and readily visible before any construction and/or applicable structure installation/repair/modification work may take place on Alabama Power’s fee-owned property, easement lands, and/or control strip lands. Verbal approval is not sufficient. Further, Alabama Power does not issue any permits, or give verbal or written permission, to a permittee’s contractors.**

Alabama Power may require a meeting with you at the site to discuss and review your proposed work. In order to receive a permit, you must provide the following information to your Alabama Power Shoreline Management representative:

1.

A completed Non-Residential Permit Application
2.

A signed copy of the Guidelines;
3.

A copy of the current deed for the property at issue or a copy of the lease if the property at issue is being leased;
4.

A copy of a current survey for the property at issue in cases where Alabama Power determines that it is necessary to make an informed permit decision;
5.

A sketch of all existing and proposed shoreline structures, including their dimensions; and
6.

Any other relevant documentation as determined and required by Alabama Power.

Alabama Power will review the requisite documentation and determine eligibility.

SECTION A-2

PERMIT CRITERIA AND PROVISIONS APPLICABLE TO  
NON-RESIDENTIAL SHORELINE CONTRUCTION AND/OR RELATED ACTIVITY

The following criteria and provisions pertain to Alabama Power’s issuance of a Non-Residential Shoreline Permit (the “Permit”) to the owner(s) of the applicable shoreline structure(s) at issue (“Permittee” or “the Permittee”).

**Lots or developments with less than 100 linear feet of shoreline may be restricted or may not be eligible for structures. Regardless of the amount of linear feet that the Permittee owns (and which adjoins Alabama Power’s fee-owned property along the shoreline), the Permittee has no automatic right to place a structure on Alabama Power’s fee-owned property under or pursuant to Alabama law and/or Alabama Power’s FERC license(s).**

**SETBACK:** Any and all lake front property construction (piers, ramps, boathouses, wet slips, personal watercraft flotations, etc.) should be set at a minimum of 25 feet from an extension of Permittee’s property line into the lake or at a reasonable distance determined by Alabama Power in its sole discretion. It is solely Permittee’s responsibility to ensure the setback is maintained for the life of each structure. There is no right—whether under applicable law or the Guidelines—to a 25’ (or any other length of) minimum setback, and this setback may not be feasible in all cases. Moreover, the Permittee has no property rights that extend into the lakebed, as Alabama Power owns in fee this property.



**STRUCTURE SIZE AND CONFIGURATION:** The total allowable square footage for non-commercial marina, applicable structures (*e.g.*, floating dock, boathouse, wet slip, etc.) is a maximum of 1,000 square feet per 100 feet of shoreline. Structures shall not exceed the lesser of 150 feet in length or  $\frac{1}{4}$  the distance across the local water (see “Narrow Slough” below). Any walkway to a structure (*e.g.*, pier, boathouse, etc.) that is 6 feet or less in width is not counted in the allowable square footage. The total allowable square footage for structures (*e.g.*, floating dock, boathouse, wet slip, etc.) for commercial marina structures will be determined on a case by case basis by Alabama Power in its sole discretion.

The total footprint area includes the deck surface area of all structures (docks, piers, boat slip fingers, swim platforms, boardwalks, etc.) plus the water surface area occupied by vessels. Spacing between multiple docks situated on the same property, lot, or development must be a minimum of 50 feet.

**NARROW SLOUGH:** In a narrow slough (as determined by Alabama Power in its sole discretion), no structure may extend over  $\frac{1}{4}$  of the way across the slough (including vessels moored at the structure) when measured at full pool. Moreover, sloughs containing relatively restricted areas of space (as determined by Alabama Power in its sole discretion) may necessitate ever further limitations on structure extension. Further, a development located within a narrow slough may not qualify for a Permit.

**EASEMENTS:** Certain activities are not permitted within Alabama Power’s lands—including but not limited to its easement lands.

**FLOTATION:** In regard to authorized floating structures, all flotation material shall be encased or closed cell (extruded) expanded polystyrene of good quality and manufactured for marine use, which will not become waterlogged or sink when punctured. Certain other conditions may apply according to seasonable water levels.

**PWC FLOTATION:** Permittee may be allowed PWC (*i.e.*, personal watercraft) floats or lifts, and these structures will be counted as square footage and in the number of vessels to be accommodated. PWC floats must maintain the requisite setback and length.

**BOAT RAMPS:** Boat ramps shall not exceed 20 feet in width and may extend into the lake only a reasonable distance from the shoreline, as determined by Alabama Power in its sole discretion.

**BANK STABILIZATION:** Rip-rap and natural bank stabilization are the preferred methods of erosion control; however, potential use of seawalls will be evaluated on a case-by-case basis. Approved seawalls should be constructed as close to the existing shoreline as possible for the purpose of preventing erosion of the shoreline bank. The source and material of backfill must be approved by Alabama Power (and in its sole discretion). Backfill may be placed only to the contour of the natural slope of the property. Rip-rap must be placed at the toe of all new and reconstructed seawalls (at two feet above the lakebed and at two feet out from the bottom of the seawall). Seawalls that are more than 1,000 feet in length also must be pre-approved by the U.S. Army Corps of Engineers.

**DREDGING:** Dredging material from the lakebed must be approved by Alabama Power prior to the removal of any material. Applications for dredging will be reviewed on a case-by-case basis and may require additional documentation. The proposed location of the spoil site for placement of dredged materials must be identified and included with the application. Spoils may not be placed in a wetland, stream, lake waters, or other “waters of the U.S.” as defined by the U.S. Army Corps of Engineers. In addition, spoil material may not be placed on a known cultural resource site or a site with a potential to contain cultural resources.

**CAMPER/TRAILER UNDERPINNINGS:** In regard to a camper, trailer, or similar facility situated within Alabama Power’s easement lands, no such facility may be outfitted with underpinnings or otherwise rendered to be anything other than immediately mobile in the event of a flood/water rising occurrence. No camper, trailer, or similar facility may be situated on Alabama Power’s fee-owned lands.

**SWIMMING POOLS/SPAS/HOT TUBS:** No swimming pool (whether an “in-ground” or “above-ground” pool), spa, or hot tub may be placed/installed or maintained on or within Alabama Power’s fee-owned and/or easement lands.

**WATER WITHDRAWAL:** Nothing herein authorizes Permittee to withdraw (or allow the withdrawal of) water from the lake for any commercial purpose, whether directly or indirectly.

The Permittee typically will have two years to complete construction and/or other permitted activity. Once the construction and/or permitted activity is complete, Permittee must notify Alabama Power of the completed construction and/or permitted activity, and an Alabama Power representative will confirm compliance with the terms of the permit application and take photographs of the structure(s), remove the pending permit tag, and affix a permit tag at or near Permittee’s lot or property that may not be removed for the life of the Permit.

**ALABAMA POWER RESERVES THE RIGHT TO MAKE AND/OR REQUIRE EXCEPTIONS AND/OR MODIFICATIONS TO THE ABOVE CRITERIA AND PROVISIONS AT ITS SOLE DISCRETION.**



SECTION A-3

APPLICABLE PERMIT FEES REGARDING  
NON-RESIDENTIAL SHORELINE CONSTRUCTION AND/OR RELATED ACTIVITY

The Permittee acknowledges and agrees to pay any below-described fee (as deemed applicable and appropriate by Alabama Power in its sole discretion) to Alabama Power:

**General Construction Fee (A): \$3,000.00**

This non-refundable fee applies to any and all new Non-Residential shoreline construction activities authorized by a single Permit (e.g., a Permit issued to the Permittee authorizing the Permittee’s construction of a new pier, boathouse, seawall (or adding linear footage to an existing seawall), rip rap (or adding linear footage to existing rip rap), boat ramp, stairs, steps, gazebo, pavilion, float, boardwalk, camper pad/cover, deck, wet slip, lakebed pylons/posts, etc.), and the Permittee shall pay this fee to Alabama Power when the application is submitted. The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any construction activity.

**General Construction Fee (B): \$5,000.00**

This non-refundable fee applies to any and all new Non-Residential shoreline construction activities authorized by a single Permit (e.g., a Permit issued to the Permittee authorizing the Permittee’s construction of a new pier, boathouse, seawall (or adding linear footage to an existing seawall), rip rap (or adding linear footage to existing rip rap), boat ramp, stairs, steps, gazebo, pavilion, float, boardwalk, camper pad/cover, deck, wet slip, lakebed pylons/posts, etc.), where gas pumps, more than 30 vessel mooring stations, and/or dry storage facilities are proposed, and the Permittee shall pay this fee to Alabama Power when the application is submitted. The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any construction activity.

**General Repair Fee: \$1,500.00**

This non-refundable fee applies to any and all Non-Residential Permits where repair activities are requested to a substantial degree (including **but not limited to** adding rip rap to an existing rip rap footprint; as used in these Guidelines, whether repair activity rises to a “substantial” degree shall be determined by Alabama Power in its sole discretion). The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any potentially substantial repair work; indeed, under certain circumstances, it may be that the Permittee must first obtain a new Permit from Alabama Power before the Permittee can conduct (or cause to be conducted) any substantial repair work of the structure at issue. The Permittee shall pay this fee to Alabama Power prior to the performance of any applicable repair work. (Note: A permitted dock or similar permitted structure may be moved offsite for purposes of repair work so long as the dock or similar permitted structure is placed back in its same prior permitted location, and this General Repair Fee will apply to such an occurrence.)

**Permit Modification Fee: \$1,500.00**

This non-refundable fee applies to any modification, revision, or change to an application after the application has been formally submitted to APC as complete and ready for agency or FERC approval. The Permittee shall pay this fee to Alabama Power prior to the issuance of any modified Permit. If the modification request is substantial enough (exceeds “approximate” limits as requested by FERC) to cause new agency or FERC approvals to be obtained, the permit modification fee is required.

**Permit Extension Fee: \$1,500.00**

This non-refundable fee applies to any request for an extension of time due to non-completion of construction as required by the deadline for construction completion in its original FERC Order. Prior to the extension request being sent to the FERC, the Permittee shall pay this fee to Alabama Power. Should FERC ultimately decline to extend the construction completion deadline, this fee shall be refunded to Permittee.

**Gas Pump: \$100.00 Per Pump Annually**

This fee is required for new gas pumps on a new Non-Residential facility or an additional pump on an existing permit permitted after January 1, 2020.

**Boat Slip: \$100.00 Per Slip Annually**

This fee is required for new boat slips or mooring points for new Non-Residential facilities or any additional slips or mooring points to existing facilities constructed after January 1, 2020. (A mooring point is measured in 30-foot increments.)

**Unauthorized Construction Fee: \$1,500.00 + Applicable Permit Fee**

This non-refundable fee applies to any instance where the Permittee constructs (or allows the construction of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or easement lands) without first having obtained Alabama Power’s written approval. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power; moreover, all unauthorized construction activity must cease unless and until Alabama Power permits the same in writing. Additionally, should the Permittee construct such an unauthorized structure, the Permittee may be required to remove the unauthorized constructed structure or bring the unauthorized constructed structure into compliance with these Guidelines (as determined and instructed by Alabama Power, and within the time period prescribed by Alabama Power) at the Permittee’s sole expense.

**Unauthorized Structure Repair Fee: \$500.00**

This non-refundable fee applies to any instance where the Permittee substantially repairs or modifies (or allows the substantial repair or modification of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or easement lands) without first having obtained Alabama Power’s written approval



to do so; whether such activity arises to a “substantial” degree shall be determined by Alabama Power in its sole discretion. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power; moreover, all unauthorized structure repair and/or modification activity must cease unless and until Alabama Power permits the same in writing.

**Non-Compliance Fee: 2 x Appropriate Permit Fee (\$6,000.00 or \$10,000.00)**

This non-refundable fee applies to any instance where the Permittee has obtained Alabama Power’s written approval to conduct certain construction and/or repair or modification activity, but thereafter the Permittee constructs (or allows the construction of) and/or substantially repairs or modifies (or allows the substantial repair or modification of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or easement lands), and such construction and/or substantial repair/modification activity does not comport with the specifications, dimensions, materials, and/or the like previously permitted or otherwise approved in writing by Alabama Power. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power. Moreover, in addition to being required to pay this Non-Compliance Fee, the Permittee acknowledges and agrees that the Permittee must bring the subject structure(s) into compliance with the specifications, dimensions, materials, and/or the like previously permitted or otherwise approved in writing by Alabama Power and within the time period prescribed by Alabama Power and at the Permittee’s sole expense.

The Permittee acknowledges and agrees that the Permittee also shall be responsible for the payment of all costs and expenses, including but not necessarily limited to attorneys’ fees and court costs, incurred by Alabama Power in connection with Alabama Power’s effort to collect any of the fees outlined in this section.

Should a previously permitted structure be totally destroyed by natural causes (*e.g.*, storm, fire, etc.), the Permittee may apply to Alabama Power for a permit to construct a replacement structure in compliance with and pursuant to these Guidelines, and the Permittee will not be subject to any of the above Permit Fees so long as application is made within one hundred eighty (180) days of the structure’s destruction.

SECTION A-4

PERMIT TERMS AND CONDITIONS

1.

The Permit is granted solely for the purpose of allowing the Permittee to engage in the permitted activity and to construct (as applicable), modify (as applicable), remove (as applicable), operate, use, and maintain the Permitted Facilities (where such specific Permitted Facilities are identified in the Permit), as set forth in the Permit and as acknowledged in the FERC Order. No addition or change shall be made in any such activity, construction, modification, removal, operation, use, and/or maintenance without the Company’s prior written approval. The Company reserves the right to require the Permittee to pay a reasonable annual permit administration fee in the future, after providing the Permittee notice and a reasonable grace period, as determined solely by the Company.
2.

The Permittee shall at all times ensure to the satisfaction of the Company that the permitted activity is conducted and the Permitted Facilities are constructed (as applicable), modified (as applicable), removed (as applicable), operated, used, and/or maintained in such a manner as to be consistent with shoreline aesthetic values, and comply with all applicable state and local health and safety regulations. The Permittee shall also have the sole obligation of ensuring that the Permitted Facilities are maintained in a good state of repair.
3.

The hydroelectric reservoir development is the property of the Company and the hydroelectric reservoir was built and is being operated, used, and/or maintained to hold back, retain, accumulate, store, and assist in controlling the waters of the river and its tributaries in the reservoir, and the Company must and does retain the full, unconditional, unrestricted, and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert, or use the waters of said reservoir in any manner the Company, its successors, and assigns may deem necessary or expedient; and the permitted activity and the construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities shall in no way interfere with such uses, regulations, or control of said reservoir or the waters thereof.
4.

This Permit constitutes a mere license for use of the Company’s Project lands and waters, and the Permittee hereby agrees, on behalf of itself and its members, incorporators, owners, directors, employees, agents, representatives, subsidiary, parent or affiliated companies, servants, successors and/or assigns (and any other entity or person who has an ownership or vested interest in any of the Permitted Facilities), that it neither has nor will have—and that it will not attempt to assert—any claim of property rights or interest in or to the reservoir or any adjacent lands of the Company by reason of any past, current, or future occupancy or use of the Project lands and waters at issue (and/or in or to any other piece of property owned by the Company on which any structure or facility owned and/or operated by the Permittee is situated). Regarding the lands pertinent to this Permit, the Permittee acknowledges and agrees that the Company solely owns in fee all lands and waters at and below a specific contour based on the specific reservoir as described in the Company’s License.
5.

All expenses and responsibilities for the permitted activity on Project lands and waters and the construction (as applicable), modification (as applicable), removal (as applicable) operation, use, and/or maintenance of the Permitted Facilities, including the expenses of obtaining all necessary federal, state, and local permits or approvals (including health department, as applicable), shall be borne solely by the Permittee.
6.

The Permittee hereby agrees to defend, indemnify, and hold the Company and its respective officers, directors, stockholders, shareholders, employees, former employees, agents, representatives, franchisers, franchisees, subsidiary, parent or affiliated companies, agents, servants, successors and assigns, insurers, and attorneys (“Indemnified Parties”) harmless from any and all costs, expenses, personal injuries, property damage, damage or loss



of any type or kind, whether to the Permittee, the Company, Indemnified Parties, third parties, or any other person or entity, including all claims, demands, actions, causes of action, lawsuits, attorneys' fees, expert witness or consulting fees, costs of investigation, costs of litigation, or liabilities of any nature whatsoever arising out of, resulting from, relating to, or incidental to any activity authorized via this Permit. The Permittee's obligation to defend the Company and Indemnified Parties shall commence at the moment a claim or lawsuit is filed or a demand is made, and shall apply regardless of the Permittee's, the Company's and/or Indemnified Parties' ultimate liabilities and regardless of whether the alleged action or inaction arises out of, in whole or in part, the Company's and/or Indemnified Parties' own negligence or conduct. In the event that the indemnity and defense obligations of this paragraph are triggered, the Company shall have the right to select and retain counsel for the Company and/or Indemnified Parties at the expense of the Permittee. The Permittee's obligations under this paragraph are intended to apply at all times, including before, during, and after completion of the authorized activity and construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities. For purposes of this paragraph, the Permittee expressly acknowledges that it has agreed to the same knowingly, evenhandedly, and validly.

7. The Permittee, on behalf of itself and its members, incorporators, owners, directors, employees, agents, representatives, subsidiary, parent or affiliated companies, servants, successors and/or assigns (and any other entity or person who has an ownership or vested interest in any of the Permitted Facilities), hereby releases, acquits, and forever discharges the Company and Indemnified Parties from any and all costs, expenses, personal injuries, property damage, damages, or losses of any type or kind, whether to the Permittee, the Company, Indemnified Parties, third parties, or any other person or entity, including all claims, demands, actions, causes of action, lawsuits, attorneys' fees, expert witness or consulting fees, costs of investigation, costs of litigation, or liabilities of any nature whatsoever that the Permittee now has or may hereafter have on account of, arising out of, resulting from, relating to, or incidental to the activities authorized via this Permit.

8. If, in the sole opinion of the Company, the Permittee has failed to comply with any of the conditions hereof, or with any additional conditions imposed by the Company, or any federal, state, or local agency of the government, the Permittee shall take appropriate action to correct said violation. If said violation shall continue for a period of thirty (30) days after notice thereof by the Company, the Company may, in its sole discretion, cancel this Permit and require the Permittee to remove, or cause to be removed, from the Project lands and waters within thirty (30) days the Permitted Facilities (and any other structure or facility of the Permittee that is situated on the Project lands or waters), and to restore the Project lands and/or waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters.

9. The Permittee shall comply promptly with any lawful regulations or instructions of the Company and any federal, state, or local governmental agency.

10. The Permittee agrees that it will engage in the permitted activity and will construct (as applicable), modify (as applicable), remove (as applicable), operate, use, and/or maintain the Permitted Facilities in a manner so as to minimize any adverse impact on fish and wildlife habitat and natural environmental values.

11. This Permit is nontransferable, absent the written consent of the Company. Upon the sale of any (or any part) of the Permitted Facilities, this Permit is null and void.

12. The Permittee shall not engage in any construction, removal, filling, dredging, or modification activity not expressly authorized in this Permit on Project lands and/or waters without obtaining the Company's prior written approval. Upon discovery of any of the aforementioned unpermitted activities by the Permittee, the Permittee will have seven (7) days to restore the site to its original condition and seek the necessary permission from the Company, after receiving notice from the Company. The Permittee may also be required to pay a non-compliance fee per occurrence, and an additional FERC permit application fee in cases where the unpermitted activity necessitates the Company to have to make another FERC filing to seek and order authorizing the unpermitted activity.

13. At such time the Permittee ceases to maintain the Permitted Facilities or upon revocation of this Permit by either the Company or the Permittee, the Permittee shall, if directed by the Company, remove the Permitted Facilities within thirty (30) days, at the Permittee's expense, and restore the Project lands or waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters (without any expense to the Company). If the Permittee fails to remove and so restore to the satisfaction of the Company, the Company may do so by contract or otherwise and recover the cost thereof from the Permittee.

14. The Permittee shall conduct the permitted activity and shall construct (as applicable), modify (as applicable), remove (as applicable) operate, use, and maintain the Permitted Facilities in such a manner as to not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of the Project lands and waters. Further, the Permittee shall take all reasonable precautions to ensure that all activity authorized via this Permit will occur in a manner that will protect the scenic, recreational, and other environmental values of the Project.

15. The Company makes no representation or warranty regarding the condition of the Project lands and/or waters, either now or at any time during the term of this Permit. The Permittee acknowledges that the Project lands and/or waters may not be suitable for the purpose for which the Permittee intends to use such lands and waters, and that the Project lands and/or waters may not be in a safe or proper condition for the intended use. Moreover, the Permittee acknowledges and agrees that the Company shall have no affirmative duty or obligation to oversee or otherwise monitor the performance of any activity authorized in this Permit.



16. No attempt shall be made by the Permittee to unduly restrict the full and free use by the public of all waters at or adjacent to any of the Permitted Facilities, or to unreasonably interfere with navigation in connection with the construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of said facilities.

17. The Permittee agrees that if subsequent operations by the Company require an alteration in the location of any of the Permitted Facilities (or any other structure or facility of the Permittee that is situated on the Project lands or waters), or if in the opinion of the Company any of the Permitted Facilities (or any other structure or facility of the Permittee that is situated on the Project lands or waters) causes unreasonable obstruction to navigation or that the public interest so requires, the Permittee shall, upon written notice from the Company, remove, alter, and/or relocate the subject Permitted Facilities (and/or any other structure or facility of the Permittee that is situated on the Project lands or waters), without expense to the Company.

18. The Company shall in no case be liable for any damage or injury to the Permitted Facilities (or any other structure or facility of the Permittee that is situated on the Project lands or waters), which may be caused by or result from subsequent operations undertaken by the Company, or by any federal, state, or local agency of the government for the improvement of navigation or for other lawful purposes, and no claim or right to compensation by the Permittee shall accrue from any such damage.

19. The permitted activity and the construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities are subject to any and all applicable federal, state, and local laws and regulations (including but not limited to those of the health department), as well as to all applicable regulations or instructions of the Company.

20. This Permit does not convey any property rights, either in real estate or material, and does not authorize any injury to private property or invasion of private rights, nor does it eliminate the necessity of the Permittee to obtain any federal, state, or local approval required by law for the permitted activity or the construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities. Furthermore, no benefit (direct or otherwise) is intended to flow to any third party via this Permit.

21. By thirty (30) days' written notice, the Company may revoke this Permit whenever it determines that the public interest necessitates such revocation or when it determines that the Permittee has failed to comply with any of the terms or conditions of this Permit. The revocation notice shall specify the reasons for such action. Upon such revocation, the Permittee shall, if directed by the Company, remove (or cause to be removed) the Permitted Facilities (and/or any other structure or facility of the Permittee situated on Project lands or waters) from the Project lands and/or waters within thirty (30) days, at the Permittee's expense, and restore the Project lands and waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters.

22. Notwithstanding the preceding conditions, if in the opinion of the Company, emergency circumstances dictate otherwise, the Company may revoke this Permit. Upon such revocation, the Permittee shall, if directed by the Company, remove (or cause to be removed) the Permitted Facilities (and/or any other structure or facility of the Permittee situated on Project lands or waters) from the Project lands and/or waters within thirty (30) days, at the Permittee's expense, and restore the Project lands and waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters.

23. Regardless of any action or undertaking of the Company, the Permittee is solely responsible for the proper design, engineering, construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities. Regardless of any action or undertaking of the Company, the Permittee is solely responsible for ensuring that the Permittee (and any contractor of the Permittee) comply with any laws, regulations, codes, statutes, ordinances, or instructions of any federal, state, or local governmental agency (including but not limited to the health department).

24. The Permittee is to keep the Project lands and waters occupied by and surrounding the Permitted Facilities free of all waste, garbage, and other unsightly debris and materials and is to comply with local health rules and regulations (including but not limited to any applicable rules, codes, and regulations of the health department).

25. All demands and notices sent to the Permittee or the Company shall be given in writing, by hand-delivery, by certified or registered U.S. Mail, by standard U.S. Mail (postage prepaid), or by any form of express delivery requiring a signed receipt, directed to the respective addresses set forth below:

To the Permittee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the Company:

Alabama Power Company  
Corporate Real Estate Department  
600 North 18th Street  
Bin 12N-0981  
Birmingham, Alabama 35203



Notice given personally or express delivery shall be deemed given when received. Notice given by certified, registered, or standard U.S. Mail shall be deemed given three (3) business days after mailing.

26. The Permittee shall notify the Company in writing by letter immediately upon the completion of the applicable construction, modification, and/or removal of said facilities (and thereafter shall not engage in or otherwise allow any additional construction, modification, and/or removal activity on Project lands and waters without obtaining the Company's prior written approval). In the event the applicable construction, modification, and/or removal of said facilities will not be completed by the Construction Deadline due to extreme and unforeseeable circumstances beyond the Permittee's control, the Permittee may request in writing by letter a reasonable extension of time in which to ensure the completion of the applicable construction, modification, and/or removal of said facilities. The circumstances constituting extreme and unforeseeable will depend on the facts of situation but will typically not include those due to delay or failure of performance by the Permittee's contractors or other business conditions. The Company must receive such request at least ninety (90) days prior to the Construction Deadline. The request must at a minimum include a schedule for when the pertinent construction, modification, and/or removal activities will be completed and a description of the key factors that were considered in the development of the schedule. The Company may file such plan with FERC for approval. Unless FERC and/or the Company approves in writing such extension plan prior to the Construction Deadline, the Permittee must cease construction, modification, and/or removal activities upon the Construction Deadline and may not resume them until and unless authorized by FERC and/or the Company in writing.

27. The Permittee may not assign or transfer any of the rights, duties, or obligations under this Permit without the prior written consent of the Company.

28. The Permittee acknowledges and agrees that any and all fill generated or otherwise accumulated as a result of or in connection with any work performed relative to any of the activity authorized via this Permit (as well as any and all of material constituting those Permitted Facilities to be removed via this Permit) shall be relocated to and otherwise placed on property outside of the Company's fee-owned and flood easement lands.

29. In the event any previously undiscovered cultural resource site or any previously unidentified archeological or historic property, or artifacts, or archaeological features are discovered during the course of construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of any of the Permitted Facilities (or in connection with any other permitted activity taking place within the Project boundary), the Permittee immediately shall effect the cessation of all potentially disturbing activity at the site and immediately contact the Company. Artifacts are objects made, used, or modified by humans. They include, but are not excluded to, arrowheads, broken pieces of pottery or glass, stone implements, metal fasteners or tools, etc. Archaeological features are stains in the soil that indicated disturbance by human activity. Some examples of this are post holes, building foundations, trash pits, and human burials/remains.

30. The Permittee shall strictly adhere to state water quality standards.

31. The Permittee agrees to provide public recreation use data for the Permitted Facilities, as requested by the Company. Provision of such data will be consistent with 1) any lawful obligation of the Company to provide such information; 2) any additional request by FERC concerning the use of project lands; and/or 3) any other applicable state or federal requirements.

32. No delay or omission of Alabama Power to exercise any right, power, or remedy hereunder shall exhaust or impair any such right, power, or remedy or shall be construed to be a waiver of the same or a waiver of any default by the Permittee, or acquiescence in such a default; and every right, power, and remedy given hereunder to Alabama Power may be exercised from time to time and as often as Alabama Power may elect.

33. This Permit supersedes any and all other agreements, either oral or written, between the Permittee and the Company with respect to the subject matter of this Permit, and no other agreement, statement, promise, or representation between the Permittee and the Company and relating to the subject matter of this Permit that is not contained in this Permit shall be valid or binding. This Permit may only be modified in writing, signed by authorized representatives of both the Permittee and the Company. No oral agreement or course of performance shall constitute an amendment of this Permit.

**ATTORNEYS' FEES**

By accepting a Permit from Alabama Power Company and/or maintaining a structure or structures on Alabama Power's fee-owned and/or easement lands, the Permittee agrees and acknowledges that Alabama Power has a right to request, and the Permittee has an obligation to pay, any and all attorneys' fees, expenses, and/or costs incurred by Alabama Power relating to the enforcement of any of the provisions, terms, and/or conditions of the Permit (which includes these Guidelines), including, without limitation, any and all attorneys' fees, expenses, and costs incurred by Alabama Power relating to remedying any action, construction, or activity that is not in compliance with the Permit (which includes these Guidelines), whether caused by the Permittee and/or the Permittee's family members, guests, agents, employees, and/or contractors.

**Permittee Statement: I have received, read, understand, and agree to abide by and otherwise adhere to these Guidelines.**

Signed: \_\_\_\_\_  
Permittee

Date: \_\_\_\_\_





**GENERAL GUIDELINES FOR  
MULTI-FAMILY USE OF PROJECT LANDS AND WATERS  
SHORELINE PERMITTING**

Corporate Real Estate – Shoreline Management  
600 18th St. N  
P.O. Box 2641  
Birmingham, AL 35203

For permitting and other information, visit Alabama Power’s website:  
<https://apcshorelines.com/>

Lake	Full Pool (Summer) Level	Alabama Power’s Fee Ownership	Alabama Power’s Easement
Bouldin □	252’ mean sea level contour (“MSL”)	253’ MSL	253’ MSL (de facto)
Harris □	793’ MSL	795’ MSL	800’ MSL (or 50’ (linear) from the 793’ MSL in certain areas) (Scenic Easement)
Jordan □	252’ MSL	252’ MSL	Control strip (measuring 15’ from the 252’ MSL (where applicable))
Lay □	396’ MSL	397’ to 406’ MSL (range dependent upon location)	397’ to 410’ MSL (range dependent upon location)
Logan Martin □	465’ MSL	465’ to 473’ MSL (range dependent upon location)	473’ to 490’ MSL (range dependent upon location)
Martin □	491’ MSL (490’ Martin Datum)	491’ MSL (490’ Martin Datum)	Control strip (measuring 30’ from the 491’ MSL (where applicable))
Mitchell □	312’ MSL	317’ MSL	317’ MSL (de facto)
Neely Henry □	508’ MSL	509’ to 521’ MSL (range dependent upon location)	509’ to 527’ MSL (range dependent upon location)
Smith □	510’ MSL	510’ MSL	522’ MSL
Thurlow □	289’ MSL (288’ Martin Datum)	299’ MSL (298’ Martin Datum)	299’ MSL (de facto)
Weiss □	564’ MSL	565’ MSL	572’ to 578’ MSL (range dependent upon location)
Yates □	345’ MSL (344’ Martin Datum)	351’ MSL (350’ Martin Datum)	363’ MSL (362’ Martin Datum)

**PURPOSE OF THE GUIDELINES**

The purpose of the General Guidelines for Multi-Family Use Shoreline Permitting (the “Guidelines”) is to help you understand Alabama Power Company’s (“Alabama Power” or the “Company”) general policies and parameters for permitting applicable activities on and around lakes managed by Alabama Power Company. Alabama Power owns the pool property of all lakes and has additional property rights along the shoreline of each lake (“Project lands and/or waters” or “Project lands and waters”), and has constructed and is maintaining and operating dams on said lakes for



the purpose of generating electrical energy under licenses issued by the Federal Energy Regulatory Commission (“FERC”). FERC has authorized Alabama Power to institute a system of permits for certain activities and uses of the Project lands and waters. **The Guidelines are not necessarily intended to be all-inclusive** and feasibly cannot address every specific situation that may exist. The Guidelines are implemented by Alabama Power to facilitate orderly and reasonable shoreline management of the lakes, recognizing that circumstances may exist that will **require flexibility on the part of Alabama Power, you, and/or other landowners, and as ultimately may be determined by Alabama Power in its sole discretion.** Sizes and dimensions stated below are considered as the ordinarily maximum allowed and may not be allowable in every situation.

These Guidelines are intended to relate to operations and activities regarding community piers, landings, boat docks, or similar structures and facilities intended to serve non-commercial multiple single-family type dwellings on Alabama Power Company Project lands and waters, including, but not limited to condominiums, subdivisions, campgrounds that offer long term leases, etc. These Guidelines do not attempt to address every specific situation that may exist on a reservoir but are provided as general guidelines to potential permittees.

**If you have questions regarding your electric service from the power lines to the meter connection, you should contact the utility providing your electric service. For questions regarding your use or operation of, or problems with, your metered electric service/system, you should contact a licensed electrician.**

**ALABAMA POWER RESERVES THE RIGHT TO MAKE AND/OR REQUIRE EXCEPTIONS AND/OR MODIFICATIONS TO THESE GUIDELINES AT ITS SOLE DISCRETION.**

**These Guidelines are incorporated into, and made a part of, any Multi-Family Use Permit issued by Alabama Power.**

SECTION A-1

PERMIT PROCESS

Contact your local Alabama Power Company (“Alabama Power”) Shoreline Management Office prior to beginning any construction and/or structure repair work on or within Project Lands and/or waters. **A written permit must be obtained from Alabama Power and a pending permit tag must be affixed and readily visible before any construction and/or applicable structure installation/repair/modification work may take place on Alabama Power’s fee-owned property, easement lands, and/or control strip lands. Verbal approval is not sufficient. Further, Alabama Power does not issue any permits, or give verbal or written permission, to a permittee’s contractors.**

Per Alabama Power’s FERC licenses, Alabama Power, in its sole discretion, may permit facilities that can accommodate up to ten watercraft on one property (intended to serve single family-type dwellings) without consultation or review by others. Agency consultation and/or FERC authorization are required before Alabama Power may permit certain facilities that can accommodate more than a total of ten watercraft at one property. Absolutely no construction, earthmoving, or other work may be started on, within, or partially within the Project boundary prior to Alabama Power issuing a written permit.

Alabama Power may require a meeting with you at the site to discuss and review your proposed work. In order to receive a permit, you must provide the following information to your Alabama Power Shoreline Management representative:

1.

A completed Permit Application
2.

A signed copy of the Guidelines;
3.

A copy of the current deed for the property at issue or a copy of the lease if the property at issue is being leased;
4.

A copy of a current survey for the property at issue in cases where Alabama Power determines that it is necessary to make an informed permit decision;
5.

A drawing of all existing and proposed shoreline structures, with notations on the drawing of what is “existing” and what is “proposed” including their dimensions; and
6.

Any other relevant documentation as determined and required by Alabama Power.

Alabama Power will review the requisite documentation and determine initial eligibility.

SECTION A-2

PERMIT CRITERIA AND PROVISIONS APPLICABLE TO  
MULTI-FAMILY SHORELINE CONTRUCTION AND/OR RELATED ACTIVITY

The following criteria and provisions pertain to Alabama Power’s issuance of a Multi-Family Shoreline Permit (the “Permit”) to the owner(s) of the applicable shoreline structure(s) at issue (“Permittee” or “the Permittee”).

**Lots or developments with less than 100 linear feet of shoreline may be restricted or may not be eligible for structures. Regardless of the amount of linear feet that the Permittee owns (and which adjoins Alabama**



**Power's fee-owned property along the shoreline), the Permittee has no automatic right to place a structure on Alabama Power's fee-owned property and/or easement lands under or pursuant to Alabama law and/or Alabama Power's FERC license(s).**

**SETBACK:** Any and all lake front property construction (piers, ramps, boathouses, wet slips, personal watercraft flotations, etc.) should be set at a minimum of 25 feet from an extension of Permittee's property line into the lake or at a reasonable distance determined by Alabama Power in its sole discretion. It is solely Permittee's responsibility to ensure the setback is maintained for the life of each structure. There is no right—whether under applicable law or the Guidelines—to a 25' (or other length) minimum setback, and this setback may not be feasible in all cases. Moreover, the Permittee has no property rights that extend into the lakebed, as Alabama Power owns in fee this property.

**STRUCTURE SIZE AND CONFIGURATION:** The total allowable square footage for structures (*e.g.*, floating dock, boathouse, wet slip, etc.) is a maximum of 1,000 square feet per 100 feet of shoreline. Structures shall not exceed the lesser of 150 feet in length or  $\frac{1}{4}$  the distance across the local water (see "Narrow Slough" below). Any walkway to a structure (*e.g.*, pier, boathouse, etc.) that is 6 feet or less in width is not counted in the allowable square footage.

No garbage or foreign materials (*e.g.*, remnants of building material, old appliances, tires, etc.) are to be stored on or within the Project Lands and/or waters. **No habitable fixtures (*e.g.*, toilets, sinks, showers, bathtubs, etc.) are allowed.**

**FOOTPRINT:** The total footprint area includes the deck surface area of all structures (docks, piers, boat slip fingers, swim platforms, boardwalks, etc.) plus the water surface area occupied by vessels. Spacing between multiple docks situated on the same property, lot, or development must be a minimum of 50 feet.

**NARROW SLOUGH:** In a narrow slough (as determined by Alabama Power in its sole discretion), no structure may extend over  $\frac{1}{4}$  of the way across the slough (including vessels moored at the structure) when measured at full pool. Moreover, sloughs containing relatively restricted areas of space (as determined by Alabama Power in its sole discretion) may necessitate even further limitations on structure extension. Further, a development located within a narrow slough may not qualify for a Permit.

**EASEMENTS:** Certain activities are not permitted within Alabama Power's easement lands, including but not necessarily limited to: changing the contour of the land; constructing any structure that impedes or hinders public access, constructing or installing a well, and allowing the presence of any garbage, debris, or other foreign material.

**FLOTATION:** In regard to authorized floating structures, all flotation material shall be encased or closed cell (extruded) expanded polystyrene of good quality and manufactured for marine use, which will not become waterlogged or sink when punctured. Certain other conditions may apply according to seasonable water levels.

**PWC FLOTATION:** Permittee may be allowed PWC (*i.e.*, personal watercraft) floats or lifts and these structures will be counted as square footage and in the number of vessels to be accommodated. PWC floats must maintain the requisite setback and length.

**BOAT RAMPS:** Boat ramps shall not exceed 20 feet in width and may extend into the lake only a reasonable distance from the shoreline, as determined by Alabama Power in its sole discretion.

**BANK STABILIZATION:** Rip-rap and natural bank stabilization are the preferred methods of erosion control; however, potential use of seawalls will be evaluated on a case-by-case basis. Approved seawalls should be constructed as close to the existing shoreline as possible for the purpose of preventing erosion of the shoreline bank. The source and kind of backfill must be approved by Alabama Power in its sole discretion. Backfill may be placed only to the contour of the natural slope of the property. No debris or foreign materials may be used as backfill. No new creosote products may be used. Rip-rap must be placed at the toe of all new and reconstructed seawalls two feet above the lakebed and two feet out from the bottom of the seawall. Seawalls that are more than 1000 feet must be pre-approved by the U.S. Army Corps of Engineers

**DREDGING:** Dredging material from the lakebed must be approved by Alabama Power prior to the removal of any material. Applications for dredging will be reviewed on a case-by-case basis and may require additional documentation. The proposed location of the spoil site for placement of dredged materials must be identified and included with the application. Spoils may not be placed in a wetland, stream, lake waters, or other "waters of the U.S." as defined by the U.S. Army Corps of Engineers. In addition, spoil material may not be placed on a known cultural resource site or a site with a potential to contain cultural resources.

**CAMPER/TRAILER UNDERPINNINGS:** In regard to a camper, trailer, or similar facility situated within Alabama Power's easement lands, no such facility may be outfitted with underpinnings or otherwise rendered to be anything other than immediately mobile in the event of a flood/water rising occurrence. No camper, trailer, or similar facility may be situated on Alabama Power's fee-owned lands.

**SWIMMING POOLS/SPAS/HOT TUBS:** No swimming pool (whether an "in-ground" or "above-ground" pool), spa, or hot tub may be placed/installed or maintained on or within Alabama Power's fee-owned and/or easement lands.

**WATER WITHDRAWAL:** Nothing herein authorizes Permittee to withdraw (or allow the withdrawal of) water from the lake for any commercial purpose, whether directly or indirectly.

**CAUSEWAYS:** Causeways are not allowed within Alabama Power Project lands.



The Permittee typically will have **two years** to complete construction and/or other permitted activity. Once the construction and/or permitted activity is complete, Permittee must notify Alabama Power of the completed construction and/or permitted activity, and an Alabama Power representative will confirm compliance with the terms of the permit application and take photographs of the structure(s), remove the pending permit tag, and affix a permit tag at or near Permittee’s lot or property that may not be removed for the life of the Permit.

**ALABAMA POWER RESERVES THE RIGHT TO MAKE AND/OR REQUIRE EXCEPTIONS AND/OR MODIFICATIONS TO THE ABOVE CRITERIA AND PROVISIONS AT ITS SOLE DISCRETION.**

SECTION A-3

APPLICABLE PERMIT FEES

The Permittee acknowledges and agrees to pay any below-described fee (as deemed applicable and appropriate by Alabama Power in its sole discretion) to Alabama Power:

**General Construction Fee: \$2,000.00**

This non-refundable fee applies to any and all new multi-family shoreline construction activities authorized by a single Permit (*e.g.*, a Permit issued to the Permittee authorizing the Permittee’s construction of a new pier, boathouse, seawall (or adding linear footage to an existing seawall), rip rap (or adding linear footage to existing rip rap), boat ramp, stairs, steps, gazebo, pavilion, float, boardwalk, camper pad/cover, deck, wet slip, lakebed pylons/posts, etc.), and the Permittee shall pay this fee to Alabama Power when the application is submitted. The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any construction activity.

**General Repair Fee: \$500.00**

This non-refundable fee applies to any and all Multi-Family Use Permits where repair activities are requested to a substantial degree (including **but not limited to** adding rip rap to an existing rip rap footprint; as used in these Guidelines, whether repair activity rises to a “substantial” degree shall be determined by Alabama Power in its sole discretion). The Permittee must contact his or her local Alabama Power Shoreline Management office prior to conducting any potentially substantial repair work; indeed, under certain circumstances, it may be that the Permittee must first obtain a new Permit from Alabama Power before the Permittee can conduct (or cause to be conducted) any substantial repair work of the structure at issue. The Permittee shall pay this fee to Alabama Power prior to the performance of any applicable repair work. (Note: A permitted dock or similar permitted structure may be moved offsite for purposes of repair work so long as the dock or similar permitted structure is placed back in its same prior permitted location, and this General Repair Fee will apply to such an occurrence.)

**Permit Modification Fee: \$1,500.00**

This non-refundable fee applies to any modification, revision, or change to an application after the application has been formally submitted to Alabama Power as complete and ready for approval. The Permittee shall pay this fee to Alabama Power prior to the issuance of any modified Permit. If the modification request is deemed substantial by Alabama Power in its sole discretion, the permit modification fee is required.

**Permit Extension Fee: \$500.00**

This non-refundable fee applies to any request for an extension of time due to non-completion of construction as required by the deadline for construction completion in its original permit. Prior to the extension being approved, the Permittee shall pay this fee to Alabama Power.

**Unauthorized Construction Fee: \$1,500.00 + Appropriate Permit Fee**

This non-refundable fee applies to any instance where the Permittee constructs (or allows the construction of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or easement lands) without first having obtained Alabama Power’s written approval. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power; moreover, all unauthorized construction activity must cease unless and until Alabama Power permits the same in writing. Additionally, should the Permittee construct such an unauthorized structure, the Permittee may be required to remove the unauthorized constructed structure or bring the unauthorized constructed structure into compliance with these Guidelines (as determined and instructed by Alabama Power, and within the time period prescribed by Alabama Power) at the Permittee’s sole expense.

**Unauthorized Structure Repair Fee: \$500.00**

This non-refundable fee applies to any instance where the Permittee substantially repairs or modifies (or allows the substantial repair or modification of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or easement lands) without first having obtained Alabama Power’s written approval to do so; whether such activity arises to a “substantial” degree shall be determined by Alabama Power in its sole discretion. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power; moreover, all unauthorized structure repair and/or modification activity must cease unless and until Alabama Power permits the same in writing.

**Non-Compliance Fee: 2 x Appropriate Permit Fee (\$4,000.00)**

This non-refundable fee applies to any instance where the Permittee has obtained Alabama Power’s written approval to conduct certain construction and/or substantial repair or modification activity, but thereafter the Permittee constructs (or allows the construction of) and/or repairs or modifies (or allows the substantial repair or modification of) a structure within the Project lands and/or waters (including on or within Alabama Power’s fee-owned and/or easement lands), and such construction and/or substantial repair/modification activity does not comport with the



specifications, dimensions, materials, and/or the like previously permitted or otherwise approved in writing by Alabama Power. This fee shall be due to be paid by Permittee to Alabama Power within thirty (30) days of demand for payment made by Alabama Power. Moreover, in addition to being required to pay this Non-Compliance Fee, the Permittee acknowledges and agrees that the Permittee must bring the subject structure(s) into compliance with the specifications, dimensions, materials, and/or the like previously permitted or otherwise approved in writing by Alabama Power and within the time period prescribed by Alabama Power and at the Permittee’s sole expense.

Should a previously permitted structure be totally destroyed by natural causes (*e.g.*, storm, fire, etc.), the Permittee may apply to Alabama Power for a permit to construct a replacement structure in compliance with and pursuant to these Guidelines, and the Permittee will not be subject to any of the above Permit Fees so long as application is made within one hundred eighty (180) days of the structure’s destruction.

SECTION A-4

PERMIT TERMS AND CONDITIONS

1.

The Permit is granted solely for the purpose of allowing the Permittee to engage in the permitted activity and to construct (as applicable), modify (as applicable), remove (as applicable), operate, use, and maintain the Permitted Facilities (where such Permitted Facilities are identified in the Permit), as set forth in the Permit. No addition or change shall be made in any such activity, construction, modification, removal, operation, use, and/or maintenance without the Company’s prior written approval. The Company reserves the right to require the Permittee to pay a reasonable annual permit administration fee in the future, after providing the Permittee notice and a reasonable grace period, as determined solely by the Company.
2.

The Permittee shall at all times ensure to the satisfaction of the Company that the permitted activity is conducted and the Permitted Facilities are constructed (as applicable), modified (as applicable), removed (as applicable), operated, used, and/or maintained in such a manner as to be consistent with shoreline aesthetic values, and comply with all applicable state and local health and safety regulations. The Permittee shall also have the sole obligation of ensuring that the Permitted Facilities are maintained in a good state of repair.
3.

The hydroelectric reservoir development is the property of the Company and the hydroelectric reservoir was built and is being operated, used, and/or maintained to hold back, retain, accumulate, store, and assist in controlling the waters of the river and its tributaries in the reservoir, and the Company must and does retain the full, unconditional, unrestricted, and complete right and privilege to raise or lower, restrict, control, store, retain, withhold, increase, decrease, retard, stop, obstruct, divert, or use the waters of said reservoir in any manner the Company, its successors, and assigns may deem necessary or expedient; and the permitted activity and the construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities shall in no way interfere with such uses, regulations, or control of said reservoir or the waters thereof.
4.

This Permit constitutes a mere license for use of the Company’s Project lands and waters, and the Permittee hereby agrees, on behalf of itself and its members, incorporators, owners, directors, employees, agents, representatives, subsidiary, parent or affiliated companies, servants, successors and/or assigns (and any other entity or person who has an ownership or vested interest in any of the Permitted Facilities), that it neither has nor will have—and that it will not attempt to assert—any claim of property rights or interest in or to the reservoir or any adjacent lands of the Company by reason of any past, current, or future occupancy or use of the Project lands and waters at issue (and/or in or to any other piece of property owned by the Company on which any structure or facility owned and/or operated by the Permittee is situated). Regarding the lands pertinent to this Permit, the Permittee acknowledges and agrees that the Company solely owns in fee all lands and waters at and below a specific contour based on the specific reservoir as described in the Company’s License.
5.

All expenses and responsibilities for the permitted activity on Project lands and waters and the construction (as applicable), modification (as applicable), removal (as applicable) operation, use, and/or maintenance of the Permitted Facilities, including the expenses of obtaining all necessary federal, state, and local permits or approvals (including health department, as applicable), shall be borne solely by the Permittee.
6.

The Permittee hereby agrees to defend, indemnify, and hold the Company and its respective officers, directors, stockholders, shareholders, employees, former employees, agents, representatives, franchisers, franchisees, subsidiary, parent or affiliated companies, agents, servants, successors and assigns, insurers, and attorneys (“Indemnified Parties”) harmless from any and all costs, expenses, personal injuries, property damage, damage or loss of any type or kind, whether to the Permittee, the Company, Indemnified Parties, third parties, or any other person or entity, including all claims, demands, actions, causes of action, lawsuits, attorneys’ fees, expert witness or consulting fees, costs of investigation, costs of litigation, or liabilities of any nature whatsoever arising out of, resulting from, relating to, or incidental to any activity authorized via this Permit. The Permittee’s obligation to defend the Company and Indemnified Parties shall commence at the moment a claim or lawsuit is filed or a demand is made, and shall apply regardless of the Permittee’s, the Company’s and/or Indemnified Parties’ ultimate liabilities and regardless of whether the alleged action or inaction arises out of, in whole or in part, the Company’s and/or Indemnified Parties’ own negligence or conduct. In the event that the indemnity and defense obligations of this paragraph are triggered, the Company shall have the right to select and retain counsel for the Company and/or Indemnified Parties at the expense of the Permittee. The Permittee’s obligations under this paragraph are intended to apply at all times, including before, during, and after completion of the authorized activity and construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities. For purposes of this paragraph, the Permittee expressly acknowledges that it has agreed to the same knowingly, evenhandedly, and validly.



7. The Permittee, on behalf of itself and its members, incorporators, owners, directors, employees, agents, representatives, subsidiary, parent or affiliated companies, servants, successors and/or assigns (and any other entity or person who has an ownership or vested interest in any of the Permitted Facilities), hereby releases, acquits, and forever discharges the Company and Indemnified Parties from any and all costs, expenses, personal injuries, property damage, damages, or losses of any type or kind, whether to the Permittee, the Company, Indemnified Parties, third parties, or any other person or entity, including all claims, demands, actions, causes of action, lawsuits, attorneys' fees, expert witness or consulting fees, costs of investigation, costs of litigation, or liabilities of any nature whatsoever that the Permittee now has or may hereafter have on account of, arising out of, resulting from, relating to, or incidental to the activities authorized via this Permit.

8. If, in the sole opinion of the Company, the Permittee has failed to comply with any of the conditions hereof, or with any additional conditions imposed by the Company, or any federal, state, or local agency of the government, the Permittee shall take appropriate action to correct said violation. If said violation shall continue for a period of thirty (30) days after notice thereof by the Company, the Company may, in its sole discretion, cancel this Permit and require the Permittee to remove, or cause to be removed, from the Project lands and waters within thirty (30) days the Permitted Facilities (and any other structure or facility of the Permittee that is situated on the Project lands or waters), and to restore the Project lands and/or waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters.

9. The Permittee shall comply promptly with any lawful regulations or instructions of the Company and any federal, state, or local governmental agency.

10. The Permittee agrees that it will engage in the permitted activity and will construct (as applicable), modify (as applicable), remove (as applicable), operate, use, and/or maintain the Permitted Facilities in a manner so as to minimize any adverse impact on fish and wildlife habitat and natural environmental values.

11. This Permit is nontransferable, absent the written consent of the Company. Upon the sale of any (or any part) of the Permitted Facilities, this Permit is null and void.

12. The Permittee shall not engage in any construction, removal, filling, dredging, or modification activity not expressly authorized in this Permit on Project lands and/or waters without obtaining the Company's prior written approval. Upon discovery of any of the aforementioned unpermitted activities by the Permittee, the Permittee will have seven (7) days to restore the site to its original condition and seek the necessary permission from the Company, after receiving notice from the Company. The Permittee may also be required to pay a non-compliance fee per occurrence.

13. At such time the Permittee ceases to maintain the Permitted Facilities or upon revocation of this Permit by either the Company or the Permittee, the Permittee shall, if directed by the Company, remove the Permitted Facilities within thirty (30) days, at the Permittee's expense, and restore the Project lands or waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters (without any expense to the Company). If the Permittee fails to remove and so restore to the satisfaction of the Company, the Company may do so by contract or otherwise and recover the cost thereof from the Permittee.

14. The Permittee shall conduct the permitted activity and shall construct (as applicable), modify (as applicable), remove (as applicable) operate, use, and maintain the Permitted Facilities in such a manner as to not endanger health, create a nuisance, or otherwise be incompatible with the overall recreational use of the Project lands and waters. Further, the Permittee shall take all reasonable precautions to ensure that all activity authorized via this Permit will occur in a manner that will protect the scenic, recreational, and other environmental values of the Project.

15. The Company makes no representation or warranty regarding the condition of the Project lands and/or waters, either now or at any time during the term of this Permit. The Permittee acknowledges that the Project lands and/or waters may not be suitable for the purpose for which the Permittee intends to use such lands and waters, and that the Project lands and/or waters may not be in a safe or proper condition for the intended use. Moreover, the Permittee acknowledges and agrees that the Company shall have no affirmative duty or obligation to oversee or otherwise monitor the performance of any activity authorized in this Permit.

16. No attempt shall be made by the Permittee to unduly restrict the full and free use by the public of all waters at or adjacent to any of the Permitted Facilities, or to unreasonably interfere with navigation in connection with the construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of said facilities.

17. The Permittee agrees that if subsequent operations by the Company require an alteration in the location of any of the Permitted Facilities (or any other structure or facility of the Permittee that is situated on the Project lands or waters), or if in the opinion of the Company any of the Permitted Facilities (or any other structure or facility of the Permittee that is situated on the Project lands or waters) causes unreasonable obstruction to navigation or that the public interest so requires, the Permittee shall, upon written notice from the Company, remove, alter, and/or relocate the subject Permitted Facilities (and/or any other structure or facility of the Permittee that is situated on the Project lands or waters), without expense to the Company.

18. The Company shall in no case be liable for any damage or injury to the Permitted Facilities (or any other structure or facility of the Permittee that is situated on the Project lands or waters), which may be caused by or result from subsequent operations undertaken by the Company, or by any federal, state, or local agency of the government for the improvement of navigation or for other lawful purposes, and no claim or right to compensation by the Permittee shall accrue from any such damage.



19. The permitted activity and the construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities are subject to any and all applicable federal, state, and local laws and regulations (including but not limited to those of the health department), as well as to all applicable regulations or instructions of the Company.
20. This Permit does not convey any property rights, either in real estate or material, and does not authorize any injury to private property or invasion of private rights, nor does it eliminate the necessity of the Permittee to obtain any federal, state, or local approval required by law for the permitted activity or the construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities. Furthermore, no benefit (direct or otherwise) is intended to flow to any third party via this Permit.
21. By thirty (30) days' written notice, the Company may revoke this Permit whenever it determines that the public interest necessitates such revocation or when it determines that the Permittee has failed to comply with any of the terms or conditions of this Permit. The revocation notice shall specify the reasons for such action. Upon such revocation, the Permittee shall, if directed by the Company, remove (or cause to be removed) the Permitted Facilities (and/or any other structure or facility of the Permittee situated on Project lands or waters) from the Project lands and/or waters within thirty (30) days, at the Permittee's expense, and restore the Project lands and waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters.
22. Notwithstanding the preceding conditions, if in the opinion of the Company, emergency circumstances dictate otherwise, the Company may revoke this Permit. Upon such revocation, the Permittee shall, if directed by the Company, remove (or cause to be removed) the Permitted Facilities (and/or any other structure or facility of the Permittee situated on Project lands or waters) from the Project lands and/or waters within thirty (30) days, at the Permittee's expense, and restore the Project lands and waters to their condition existing prior to the placement of any such structure, facility, or property (including but not limited to the Permitted Facilities) on the Project lands and/or waters.
23. Regardless of any action or undertaking of the Company, the Permittee is solely responsible for the proper design, engineering, construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of the Permitted Facilities. Regardless of any action or undertaking of the Company, the Permittee is solely responsible for ensuring that the Permittee (and any contractor of the Permittee) comply with any laws, regulations, codes, statutes, ordinances, or instructions of any federal, state, or local governmental agency (including but not limited to the health department).
24. The Permittee is to keep the Project lands and waters occupied by and surrounding the Permitted Facilities free of all waste, garbage, and other unsightly debris and materials and is to comply with local health rules and regulations (including but not limited to any applicable rules, codes, and regulations of the health department).
25. All demands and notices sent to the Permittee or the Company shall be given in writing, by hand-delivery, by certified or registered U.S. Mail, by standard U.S. Mail (postage prepaid), or by any form of express delivery requiring a signed receipt, directed to the respective addresses set forth below:
- To the Permittee:
- \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- To the Company:
- Alabama Power Company  
Corporate Real Estate Department  
600 North 18th Street  
Bin 12N-0981  
Birmingham, Alabama 35203
- Notice given personally or express delivery shall be deemed given when received. Notice given by certified, registered, or standard U.S. Mail shall be deemed given three (3) business days after mailing.
26. The Permittee shall notify the Company in writing by letter immediately upon the completion of the applicable construction, modification, and/or removal of said facilities (and thereafter shall not engage in or otherwise allow any additional construction, modification, and/or removal activity on Project lands and waters without obtaining the Company's prior written approval). In the event the applicable construction, modification, and/or removal of said facilities will not be completed by the Construction Deadline due to extreme and unforeseeable circumstances beyond the Permittee's control, the Permittee may request in writing by letter a reasonable extension of time in which to ensure the completion of the applicable construction, modification, and/or removal of said facilities. The circumstances constituting extreme and unforeseeable will depend on the facts of situation but will typically not include those due to delay or failure of performance by the Permittee's contractors or other business conditions. The Company must receive such request at least ninety (90) days prior to the Construction Deadline. The request must at a minimum include a schedule for when the pertinent construction, modification, and/or removal activities will be completed and a description of the key factors that were considered in the development of the schedule.
27. The Permittee may not assign or transfer any of the rights, duties, or obligations under this Permit without the prior written consent of the Company.



28. The Permittee acknowledges and agrees that any and all fill generated or otherwise accumulated as a result of or in connection with any work performed relative to any of the activity authorized via this Permit (as well as any and all of material constituting those Permitted Facilities to be removed via this Permit) shall be relocated to and otherwise placed on property outside of the Company’s fee-owned and flood easement lands.

29. In the event any previously undiscovered cultural resource site or any previously unidentified archeological or historic property, or artifacts, or archaeological features are discovered during the course of construction (as applicable), modification (as applicable), removal (as applicable), operation, use, and/or maintenance of any of the Permitted Facilities (or in connection with any other permitted activity taking place within the Project boundary), the Permittee immediately shall effect the cessation of all potentially disturbing activity at the site and immediately contact the Company. Artifacts are objects made, used, or modified by humans. They include, but are not excluded to, arrowheads, broken pieces of pottery or glass, stone implements, metal fasteners or tools, etc. Archaeological features are stains in the soil that indicated disturbance by human activity. Some examples of this are post holes, building foundations, trash pits, and human burials/remains.

30. The Permittee shall strictly adhere to state water quality standards.

31. The Permittee agrees to provide public recreation use data for the Permitted Facilities, as requested by the Company. Provision of such data will be consistent with 1) any lawful obligation of the Company to provide such information; 2) any additional request by FERC concerning the use of Project lands; and/or 3) any other applicable state or federal requirements.

32. In regard to any Permitted Facility that is marked or denoted as a “Legacy” structure, should said Legacy structure be destroyed or incur significant damage—whether due to a weather-related reason or due to any other reason whatsoever—the Permittee may not rebuild or repair the Legacy structure without first obtaining Alabama Power’s written permission to do so, and Alabama Power reserves the right to require that any such rebuild or repair activity comply with, and otherwise be in accord with, the current Guidelines. Alabama Power is the sole judge as to what constitutes “significant damage.” No expansion, rebuilding, substantial repair, and/or replacement of any Legacy structure may take place unless the Permittee first obtains Alabama Power’s express written consent to do so, and any such unauthorized activity will subject Permittee to payment of any applicable Alabama Power permitting program fee (see Section A-3).

33. No delay or omission of Alabama Power to exercise any right, power, or remedy hereunder shall exhaust or impair any such right, power, or remedy or shall be construed to be a waiver of the same or a waiver of any default by the Permittee, or acquiescence in such a default; and every right, power, and remedy given hereunder to Alabama Power may be exercised from time to time and as often as Alabama Power may elect.

34. This Permit supersedes any and all other agreements, either oral or written, between the Permittee and the Company with respect to the subject matter of this Permit, and no other agreement, statement, promise, or representation between the Permittee and the Company and relating to the subject matter of this Permit that is not contained in this Permit shall be valid or binding. This Permit may only be modified in writing, signed by authorized representatives of both the Permittee and the Company. No oral agreement or course of performance shall constitute an amendment of this Permit.

**ATTORNEYS’ FEES**

By accepting a Permit from Alabama Power Company and/or maintaining a structure or structures on Alabama Power’s fee-owned and/or easement lands, the Permittee agrees and acknowledges that Alabama Power has a right to request, and the Permittee has an obligation to pay, any and all attorneys’ fees, expenses, and/or costs incurred by Alabama Power relating to the enforcement of any of the provisions, terms, and/or conditions of the Permit (which includes these Guidelines), including, without limitation, any and all attorneys’ fees, expenses, and costs incurred by Alabama Power relating to remedying any action, construction, or activity that is not in compliance with the Permit (which includes these Guidelines), whether caused by the Permittee and/or the Permittee’s family members, guests, agents, employees, and/or contractors.

**Permittee Statement: I have received, read, understand, and agree to abide by and otherwise adhere to these Guidelines.**

Signed: \_\_\_\_\_  
Permittee

Date: \_\_\_\_\_



## **APPENDIX E**

### **SHORELINE MANAGEMENT BEST MANAGEMENT PRACTICES BROCHURE**

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# SHORELINE MANAGEMENT PRACTICES

Since 1914,  
preserving  
*and* conserving



# INTRODUCTION

For more than 100 years, Alabama Power has harnessed renewable energy from one of the state's most abundant resources - 77,000 miles of rivers and streams directing almost 1/12 of the water that passes through the nation's lower 48 states. Beginning with Lay Dam in 1912, the company constructed 14 hydro facilities during the span of six decades, backing up water to create 11 reservoirs on the Coosa, Tallapoosa and Warrior rivers.

Along with producing energy from the water impounded by these dams, Alabama Power manages lands around the lakes needed for reservoir operations. These lands are enclosed by the project boundary, which varies from lake to lake. In managing this property, the company is tasked with handling the requests of a number of individual, industrial and organizational stakeholders with different - and sometimes competing - needs.

The company and its employees work to meet these requests by providing recreational lake access, permitting shoreline structures, striving to educate its stakeholders about the various aspects of its lake management programs, and promoting best management practices that can help preserve and protect valuable shoreline resources.

This guide highlights information about the general characteristics of the lakes Alabama Power manages, recreational activities available, permitted shoreline activities, permit types and shoreline best management practices. For a more in-depth conversation on these topics - or others

not discussed - please contact your local Alabama Power Shoreline Management office or visit the Shorelines website at: <https://apcshorelines.com/shoreline-management/>.

Lake Name	Local Office Number
Weiss	256-927-2597
Neely Henry	205-472-0481
Logan Martin	205-472-0481
Lay	205-755-4420
Mitchell	205-755-4420
Jordan/Bouldin	205-755-4420
Harris	256-396-5093
Martin	256-825-0053
Yates	256-825-0053
ThurLOW	256-825-0053
Smith	205-384-7385

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# GENERAL LAKE INFORMATION

## LAKE LEVELS

Along with providing low-cost renewable energy, each dam operated by Alabama Power was designed to play a role in managing the fluctuating flows of state rivers caused by heavy rains or drought conditions that alternately impact Alabama.

Lake-level guidelines (also known as “rule curves”) were developed for each reservoir by Alabama Power, in cooperation with the Federal Energy Regulatory Commission (FERC) and U.S. Army Corps of Engineers (USACE), as part of Alabama Power’s operating licenses. These guidelines help manage both the needs of hydroelectric production as well as the needs of those who rely on these lakes for other purposes. As part of these guidelines, Alabama Power manages two types of reservoirs: storage and run-of-river.

Lake levels on storage lakes vary seasonally. Typically, these lakes reach their full pool levels in late spring in preparation for the summer months when demand for electricity and recreational use are highest. Beginning in the late summer and early fall, lake levels are lowered to accommodate typical heavy winter and spring rains. Storage lakes provide navigation, recreation and limited flood control.

In addition to providing storage for some winter and spring rains, seasonal lake-level fluctuation at storage reservoirs can provide an opportunity for shoreline maintenance and repair during winter months while the lakes are below summer pool levels.

By contrast, run-of-river lake water releases are generally the same as the flow into the reservoir. Because of this, water levels in these lakes remain relatively constant, fluctuating only slightly throughout the year. Occasionally, when conditions allow, drawdowns of these run-of-river lakes may occur to allow for a variety of activities to take place, such as environmental surveys and permitted structure maintenance.

At two of Alabama Power’s hydroelectric plants, Bankhead and Holt, the company operates the generating units using flows not needed by the USACE for lock operations. At these plants, Alabama Power owns a powerhouse next to an existing USACE lock and dam and the project boundary includes only a limited amount of land in the immediate vicinity of the powerhouse.



A 1940s illustration from Alabama Power Corporate Archives, showing the hydroelectric system.

## HYDRO PROJECT BOUNDARY

The project boundary encompasses all the necessary lands, waters and dam structures of a FERC-regulated hydro generation project. This includes the lands beneath the full pool of the lake, lands around the dam, certain areas along the shoreline, and certain parcels of lands that are designated for particular project purposes, such as recreation or conservation.

## RESERVOIR

A reservoir is a body of water impounded – or backed up – by a man-made structure such as a dam. Due to their size, some reservoirs are often referred to as lakes.

## RESERVOIR TYPES: STORAGE and RUN-OF-RIVER

Storage projects experience seasonal fluctuations in level.

- Weiss
- Neely Henry
- Logan Martin
- Harris
- Martin
- Smith

Run-of-river reservoir levels remain relatively stable throughout the year.

- Lay
- Mitchell
- Jordan/Bouldin
- Yates
- Thurlow

For daily lake-level information, visit <https://apcshorelines.com> or download the Shorelines app, available for Android and iOS devices.



# Lake Information

Location	Area (in acres)	Shoreline Length (in miles)	Full Pool (Mean Sea Level – in feet)	APC Fee Ownership Above Full Pool (Mean Sea Level – in feet)	Additional Land Rights Held by Alabama Power
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## TALLAPOOSA RIVER

Harris (Wedowee) Randolph and Clay counties	9,780	367	793	795	Scenic Easement: either to 800 feet OR 50 horizontal feet from 793 feet msl, whichever is less, but never less than 795 feet msl
Martin Coosa, Elmore and Tallapoosa counties	41,150	880	491	Ø	Control Strip: 30 horizontal feet from 491 feet (where applicable)
Yates Tallapoosa County	2,000	40	345	351	Flood Easement: 363 feet
Thurlow Elmore and Tallapoosa counties	574	6	288.5	299	None

## WARRIOR RIVER

Smith Walker, Winston and Cullman counties	21,200	642	510	Ø	Flood Easement: 522 feet
Bankhead Walker, Jefferson and Tuscaloosa counties	9,200	Ø	255	USACE-owned Reservoir	USACE-owned Reservoir
Holt Tuscaloosa County	3,296	Ø	187	USACE-owned Reservoir	USACE-owned Reservoir



Location	Area (in acres)	Shoreline Length (in miles)	Full Pool (Mean Sea Level – in feet)	APC Fee Ownership Above Full Pool (Mean Sea Level – in feet)	Additional Land Rights Held by Alabama Power
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**COOSA RIVER**

Weiss Cherokee County	30,200	447	564	565 (564 in some cases)	Flood Easement: Steps from 572 feet to 588 feet with some areas owned in fee
Neely Henry Cherokee, Calhoun, Etowah and St. Clair counties	11,235	339	508	Steps from 509 to 521	Flood Easement: Steps from 509 feet to 527 feet with some areas owned in fee
Logan Martin Calhoun, St. Clair and Talladega counties	15,263	275	465	Steps from 465 to 473	Flood Easement: Steps from 473.5 feet to 490 feet with some areas owned in fee
Lay Chilton, Coosa, Shelby, St. Clair and Talladega counties	12,000	289	396	Steps from 397 to 406	Flood Easement: Steps from 397 feet to 413 feet with some areas owned in fee
Mitchell Chilton and Coosa counties	5,850	147	312	317	None
Jordan Chilton, Coosa and Elmore counties	5,880	108	252	Ø	Flood Easement: 15 horizontal feet from 252 feet (where applicable)
Bouldin Elmore County	920	10	252	253 in forebay	None



# Permitting Requirements

## Why does Alabama Power have guidelines?

**Meeting FERC Requirements:** FERC requires Alabama Power to maintain control of the lands and waters that make up its hydro projects. To do this, Alabama Power maintains either ownership or the right to use the lands beneath the reservoir and certain lands surrounding the reservoir. Alabama Power has established a system of permits and guidelines to inform the public regarding its policies and parameters for residential and non-residential permitting activities on its lakes. It is important to note that the guidelines are not intended to be all-inclusive.

## Why do I need a permit?

- **Land Management:** Generally, Lakeshore Use Permits ensure that the standards established by Alabama Power's guidelines are followed. Lakeshore Use Permits are also used as a land management tool by creating a record of all structures and shoreline construction along lands and waters under the jurisdiction of FERC, called the project boundary.
- **Maintaining Water Storage:** Lakeshore Use Permits also play a role in helping dam operators manage heavy rains by helping maintain water storage capacity up to a certain elevation on property bordering each reservoir, called a flood or flowage easement.
- **Protecting Environmental and Cultural Resources:** Lakeshore Use Permits also help protect wetlands, habitats, species and historical resources. Working with employees from Alabama Power's Environmental Affairs Team, shoreline managers review each Lakeshore Use Permit application to make sure property owners are aware of possible federally protected wetlands, artifacts, or threatened and endangered species along the shoreline.
- **Balancing Uses:** Lakeshore Use Permits also assist Alabama Power in balancing private and public uses of the shoreline and reservoir, including recreational boating and fishing.

By reviewing these considerations during the permitting process, Alabama Power is able to ensure individuals applying for Lakeshore Use Permits are committed to using project land in ways consistent with FERC license

requirements, state and federal laws and regulations, and USACE general permits, as well as ensuring uses do not interfere with project purposes. Lake residents and businesses should always contact their local Alabama Power Shoreline Management office for a Lakeshore Use Permit before beginning construction of new structures, maintenance of existing structures, or any other activity along the shoreline or in the lake bed. Receiving a Lakeshore Use Permit prior to construction can help avoid construction delays, the need to remove structures, environmental restoration or mitigation measures, and possible legal action should construction begin before a permit is received from Alabama Power.

## How do I get a permit?

Before you construct, modify or improve any structure or facility on land around an Alabama Power reservoir, contact a Shoreline Management representative to discuss your plans and determine the permitting requirements of your project.

Each reservoir is unique in its operation, requirements and Alabama Power ownership rights. General guidelines for shoreline construction activities are available for each reservoir at Alabama Power's Shoreline Management offices or online at <https://apcshorelines.com/shoreline-management/>.

## I received a new permit via certified mail, which I did not request. Why did this happen?

At the direction of FERC, Alabama Power is systematically reviewing all permits and inventorying all structures on its lakes to ensure that all structures are either permitted or removed from Alabama Power property if necessary. As part of this process, owners adjacent to reservoirs may receive updated Lakeshore Use Permits via certified mail. Unless otherwise indicated, no further action is necessary on the owner's part. Please contact your local Shoreline Management office with any questions.

## What types of permits are available?

Alabama Power offers several permits that generally fall into two different classifications: Residential and Non-residential.

## Types of Residential Permits

### NON-TRANSFERABLE LAKESHORE USE PERMITS

Non-transferable Lakeshore Use Permits serve single-family dwellings or multifamily structures that may accommodate less than 10 watercraft. Examples of structures requiring these permits include boat ramps, outbuildings, docks/piers, boat houses, wet slips, seawalls, riprap,

gazebos, decks and paths. In some instances, vegetation clearing and earthmoving may also require a permit. A permit fee may be required.

### LEGACY PERMIT

A legacy permit may be available for qualifying existing structures within the project boundary or reservoir that do not meet current General Guidelines for Residential Shoreline Permitting.

## Types of Non-residential Permits

### GENERAL NON-RESIDENTIAL

General Non-residential Permits authorize the use of project lands and waters for facilities that are used commercially or will accommodate more than 10 watercraft. Examples of facilities requiring these permits include: public marinas, restaurants, apartments, campgrounds and bed and breakfast facilities. A permit is required for all new developments and for existing developments where additions and modifications are proposed. These permits may require additional consultation and approval by FERC as well as a permit fee.

### LEGACY NON-RESIDENTIAL PERMIT

A Legacy Non-residential Permit may be available for qualifying existing developments within the project boundary.

### WATER WITHDRAWALS

Alabama Power permits water withdrawals from the reservoirs it manages for municipal, industrial, agricultural and other uses. For water withdrawals in excess of 1 million gallons a day, Alabama Power must seek FERC authorization before issuing a permit. Alabama Power also charges reasonable compensation for the impacts associated with water withdrawal from a reservoir. Adjacent single-family home uses do not require a water withdrawal permit at this time, but may be documented on a permit for record-keeping purposes.

## Other Common Shoreline Concerns

- **Buoys and Channel Markers:** The Alabama Law Enforcement Agency - Marine Patrol Division (formerly the Alabama Marine Police) has jurisdiction over placing and maintaining navigation and warning buoys (such as No-Wake buoys) and, in most cases, channel markers. For more information, please visit <http://www.outdooralabama.com/buoys-and-markers>.
- **Boat Speeds and Type:** The Alabama Law Enforcement Agency - Marine Patrol Division regulates the operation of vessels of Alabama waterways. Please visit <http://www.outdooralabama.com/boating-rules-and-regulations> for more information.



- **Septic Systems and Health Regulations:** Local county health departments are responsible for permitting and enforcement of septic system health-related regulations. Contact information for county health departments is available at <http://www.adph.org/administration/>.
- **Views and Property Setbacks:** Alabama Power uses property setbacks, where applicable, solely as an administrative tool to aid in managing Alabama Power property. The setbacks are not required or guaranteed by law and are used at the discretion of Alabama Power to manage its land around the lakes. Private property disputes are a matter of Alabama law and lie outside the authority of Alabama Power to mediate or enforce. Additionally, Alabama Power does not regulate or guarantee views of any kind, and a right to a view does not exist under Alabama law.
- **Electrical Service to Docks:** Alabama Power does not approve or inspect any electrical equipment. For safety tips regarding electrical service, please contact a licensed electrician and see Alabama Power's Lake Safety Resource Guide, which is available at <http://apcshorelines.com/pdfs/shoreline-safety-brochure.PDF>
- **Aquatic Vegetation Management:** For aquatic vegetation management issues, please call 205-257-2393 or visit <https://apcshorelines.com/aquatic/>.

## RECREATION OPPORTUNITIES

Alabama Power provides public access at more than 50 public recreation sites and facilities for activities including fishing, boating, swimming and day-use picnic areas. Some of these facilities feature barrier-free access and hunting areas for people with disabilities.

The majority of Alabama Power's recreation sites are "carry-in, carry-out," and no trash cans are provided. Visitors are asked to come prepared to take their trash with them when leaving the site.

For more information on the variety of recreational opportunities, please contact your local Alabama Power Shoreline Management office or visit us at <https://apcshorelines.com/recreation>.



## Shoreline Best Management Practices

### What are shoreline best management practices?

Shoreline best management practices (BMPs) are an array of techniques that assist in the conservation and protection of valuable shoreline resources by minimizing the impact of projects on existing resources. BMPs can minimize erosion and stabilize shoreline banks, create fish and wildlife habitat, improve shoreline aesthetics and contribute to improved water quality.

### Landscaping BMPs

As part of the growing interest in developing shoreline property more naturally, there is movement away from traditional maintenance techniques, which focused on erosion control using suburban landscaping and unnatural erosion barriers. Biologists and property owners continue to find new value in using BMPs that mimic natural ecosystems and maintain and enhance the shoreline.

Experts suggest retaining as much existing vegetation as possible as part of shoreline landscaping. Adding native grasses and other vegetation is preferable, as opposed to non-native plants, which may increase landscaping costs, have poor survival rates and provide inadequate erosion control and soil stability. By keeping existing trees and native plants, residents are better able to naturally divert water running through shoreline property.

Using native trees, shrubs and flowers for landscaping and in gardens can reduce the need for watering as well as the need for fertilizers and pesticides. Native plants and shrubs that enhance the shoreline include:

- |                         |                        |                      |
|-------------------------|------------------------|----------------------|
| • Button bush           | • Oak (all varieties)  | • Native azalea      |
| • Tag alder             | • Pine (all varieties) | • Fern               |
| • Deciduous holly       | • Bald cypress         | • Oakleaf hydrangea  |
| • Sweet gum             | • Sycamore, weeping    | • Carolina jasmine   |
| • Maple (all varieties) | • willow               | • Sweet shrubs       |
| • Yellow poplar         | • River birch          | (clicanthus flondus) |

More than 200 native plants are commonly found on lands surrounding Alabama Power reservoirs. Visit <https://apcshorelines.com/shoreline-management/> and scroll to the "Helpful Resources" section for more information on native plants.

In an effort to responsibly manage project lands on property it owns, Alabama Power is committed to preserving at least a 15-foot naturally managed vegetative filter strip from the top summer lake elevation. In this area, the clearing of native trees and vegetation will be kept to a minimum. Lake Harris has more specific FERC License requirements regarding shoreline landscaping below the 800' MSL. Please contact the Harris Shoreline Management office for more details.

### Bank Stabilization BMPs

The Alabama Department of Conservation and Natural Resources and the USACE recommend riprap — or the sloped piling of rocks 4-6 inches in diameter — for most shoreline stabilization projects. Alabama Power provides specifications in each lake's General Guidelines for Residential Shoreline Permitting for residents wishing to apply for a seawall construction permit. Generally, these guidelines require all new seawalls to be constructed as close to the existing shoreline as possible, with additional approval requirements for the source and type of backfill. Generally, riprap must be placed at the base of any new seawall according to Alabama Power's General Guidelines for Residential Shoreline Permitting. Seawalls may not be appropriate for every applicant and certain shoreline areas may not require or be eligible for bank stabilization.



Riprap is the sloped piling of rocks 4-6 inches in diameter and is recommended for most shoreline stabilization projects.

Federally protected areas deemed sensitive due to environmental, cultural resources or other concerns may require site-specific BMPs, which may limit the type of construction and improvement activities permitted, as well as when these activities can occur.

### How do BMPs help?

#### EROSION CONTROL AND WATER QUALITY

BMPs can reduce the amount of silt or sedimentation produced by erosion as well as other potentially harmful runoff. This enhances the overall water quality of a reservoir for wildlife and recreational use.



### WILDLIFE HABITAT

BMPs protect aquatic life in the reservoir and can provide shoreline habitat. Maintaining a naturally managed vegetative filter strip can enhance available food and cover for wildlife species, provide links between shoreline habitats and protect near-shore environments. These near-shore environments provide important breeding and nursery areas for numerous fish and amphibian species and are used for feeding and cover by species such as muskrat, beaver, wading birds and waterfowl. At a microhabitat level, the accumulated leaf litter, pine needle duff and coarse woody debris (fallen logs, etc.) in these vegetated buffers provide important habitat for many other species. This is particularly important for species listed as rare, threatened and endangered by the United States Fish and Wildlife Service (USFWS). Alabama Power continues to work with the USFWS and other agencies to promote good habitat for these species, while allowing for lakeshore development options.

### SCENIC VALUE

BMPs provide a natural view along the shoreline and can increase aquatic wildlife variety and populations.



### When should BMPs be used?

Alabama Power will work with shoreline property owners to incorporate BMPs into their permitted shoreline activities. Some BMPs are required on Alabama Power-owned lands inside the project boundary (or where Alabama Power has certain rights), and others are strongly encouraged on privately owned shoreline property.

## Best Management Practices

- Plant native trees, shrubs and flowers for landscaping and in gardens to reduce the need for watering and the use of fertilizers and pesticides.
- Preserve or establish a naturally managed vegetative filter strip along the shoreline to minimize clearing of native trees and vegetation. Alabama Power recommends a buffer set back of at least 15 feet measured horizontally from the top pool elevation. (Lake Harris has special restrictions; please call the Harris Shoreline Management office for more details).
- Where allowed by Alabama Power guidelines, plant a low-maintenance, slow-growing grass that is recommended for your soil conditions and climate.
- Maintain the grass as high as possible to shade out weeds and improve rooting so that less fertilizing and watering are required.
- Avoid dumping leaves or yard debris on or near the shoreline.
- Use permeable paving materials and reduce the area of impervious surface, particularly driveways, sideways, walkways and parking areas.
- Avoid or minimize the use of pesticides, insecticides and herbicides whenever possible.
- Dispose of vehicle fluids, paints and household chemicals as indicated on their respective labels and do not deposit these products into storm drains, project waters or onto the ground.
- Use soap sparingly when washing your car and wash your car on a grassy area so the ground can filter the water naturally. Use a hose nozzle with a trigger to save water and pour your bucket of used soapy water down the sink, not onto the street.
- Avoid applying any fertilizer. If you must apply fertilizers or pesticides, follow the directions on the label and never apply chemicals just before a rain storm. Use native vegetation in the landscape to avoid the need for fertilizer.
- Maintain septic tanks and drain fields according to the guidelines and/or regulations established by the appropriate regulatory authority.
- Discourage livestock from entering project waters or tributaries.
- Create and maintain a rain garden in the landscape to filter runoff naturally.
- Deposit excavated materials in an upland area and contain them properly to prevent them from entering the waterway, adjacent wetlands or bottomland hardwoods through erosion and sedimentation.
- Consider using bioengineering practices, where appropriate, to control soil erosion and sedimentation. Some appropriate bioengineering practices include installing coconut fiber rolls or live fascines, live staking, restoring or creating marsh (including willow and wetland planting), and preserving or creating vegetative buffers. Some appropriate integrated practices include bank shaping and planting; joint planting; and installing live cribwalls, vegetated gabions, vegetated reinforced soil slopes, or vegetated geogrids.
- Place riprap along the base of existing seawalls. Please contact Alabama Power Shoreline Management prior to placing riprap.
- Maintain natural drainage to the maximum extent possible and do not direct concentrated runoff directly into the reservoir.
- Divert rain gutters/drain pipes and other sources of household runoff, including driveways, to unpaved areas where water can soak into the ground



# Examples of BMPs in Construction

## Silt Fence

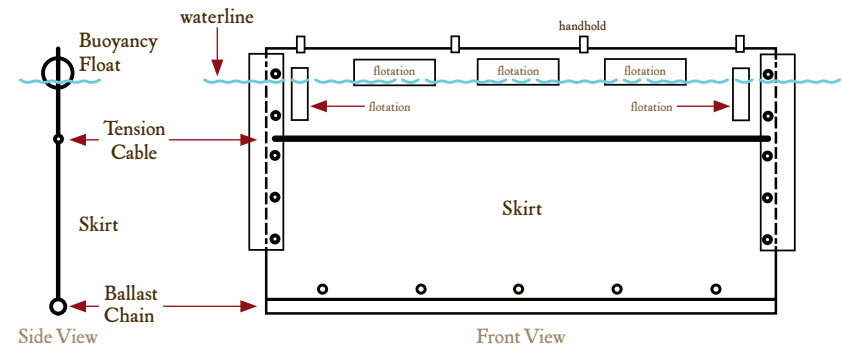
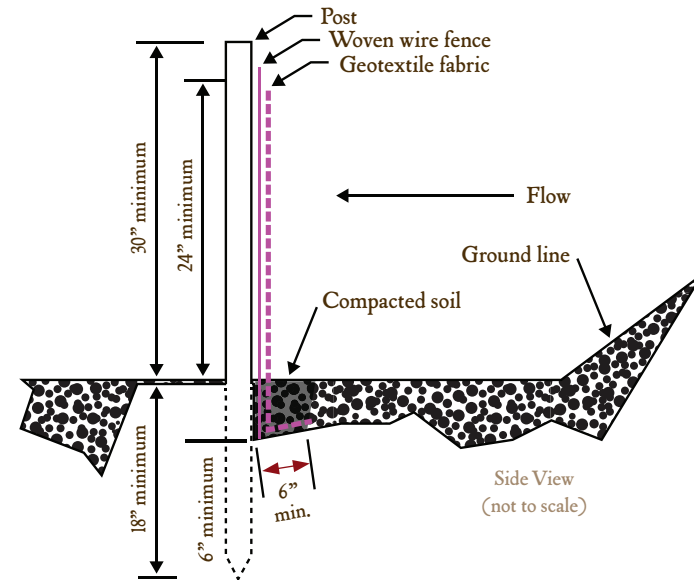
A silt fence is a temporary structure used to reduce the quantity of sediment moving downslope on a landscape. It is made of a permeable fabric to filter sediment that is trenched into the ground and attached to supporting posts.

### Installation

- Step 1: Dig a 6-inch trench the length of the silt fence along the contour.
- Step 2: Place the bottom 12 inches of the silt fence in the trench, keying the bottom 6 inches toward the up, gradient slope.
- Step 3: Ensure the trench is completely backfilled and the bottom of the fence is secure in the ground for the entire length of the installation.
- Step 4: Stakes should be spaced at a maximum 10 feet apart and driven 18 inches into the ground. Securely fasten the wire backing and silt fence to the stakes.

### Maintenance

- Step 1: Inspect sediment fences at least once a week and after each significant rain event.
- Step 2: Make required repairs immediately.
- Step 3: Should the silt fence fabric collapse, tear, decompose or become ineffective, replace it promptly.
- Step 4: Remove sediment deposits when they reach a depth of 15 inches or half the height of the fence as installed to provide adequate storage volume for the next rain and to reduce pressure on the fence.



## Silt Curtain

A silt curtain is a flexible barrier that hangs down from the water surface. The system uses a series of floats on the surface and a ballast chain or anchors along the bottom. They are generally most effective in relatively shallow undisturbed water.

and be filtered naturally before reaching the reservoir.

- Place yard debris and other compost materials above the flood elevation and away from the shoreline.
- Avoid excessive watering of lawns; water either in the morning and/or in evening.
- Do not apply pesticides or herbicides directly to the water. Contact Alabama Power at 205-257-2393 or via <https://apcshorelines.com/aquatic/> for aquatic vegetation or pest concerns.

### Boater BMPs

- Watch your wake: Boating in a manner that causes large wakes near shorelines increases erosion and siltation. Boaters should monitor their wake and use the appropriate speed to ensure minimal wakes reach the shoreline.
- Secure items that may tend to blow overboard during high wind or high-speed conditions, including empty cans, paper or wrappers and swimming "noodles."
- Use care when pumping fuel at a marina. Do not "top off" your tank, as this can lead to spills.



## Examples of BMPs in Construction continued

### Erosion Control Seed and Mulch

Permanent seeding establishes perennial vegetation on disturbed areas. This permanent vegetation provides economical long-term erosion control and helps prevent sediment from leaving the site. This practice is used when vegetation is desired and appropriate to permanently stabilize the soil.

Mulching is the application of plant residues, such as straw or other suitable materials, to the soil surface. Mulch protects the soil surface from the erosive force of raindrop impact and reduces the velocity of overland flow. It helps seedlings germinate and grow by conserving moisture, protecting against temperature extremes and controlling weeds. Mulch also maintains the infiltration capacity of the soil. Mulch can be applied to seeded areas to help establish plant cover. It can also be used in unseeded areas to protect against erosion over the winter or until final grading and shaping can be accomplished, except in areas with concentrated flow.

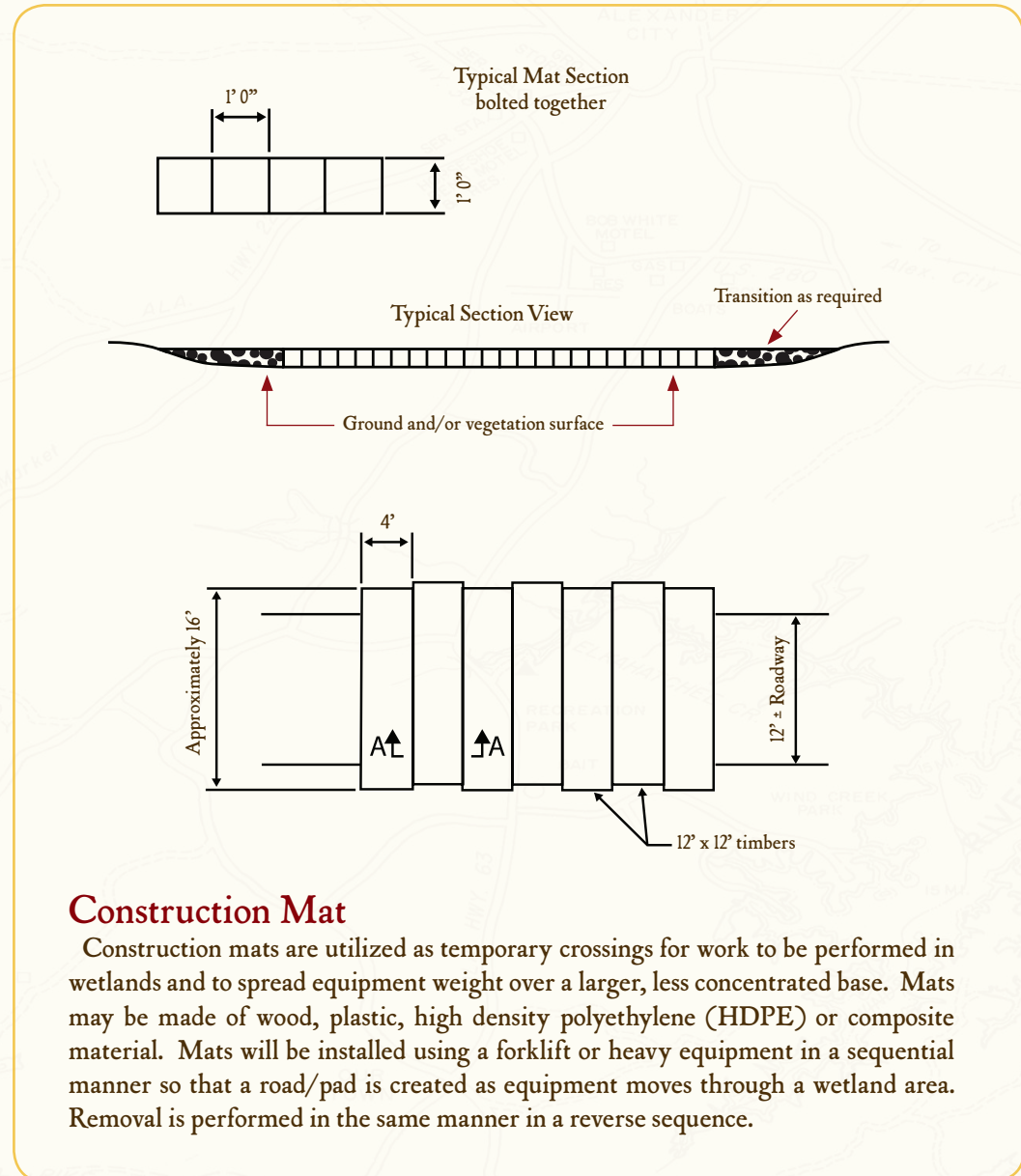
Site preparation includes grading, if needed, and seedbed preparation and fertilizing, liming and seeding. Straw is the most commonly used material in conjunction with seeding. Wheat straw is the mostly commonly used straw, and can be spread by hand or with a mulch blower. If the site is susceptible to wind, the straw should be tacked down with a tackifier, a crimper or a disk to prevent seed loss.

#### Maintenance

Step 1: Inspect all mulches periodically and after rainstorms to check for rill erosion, dislocation or failure.

Step 2: Where erosion is observed, apply additional mulch. If washout has occurred, repair the slope grade, reseed and reinstall mulch.

Step 3: Continue inspections until vegetation is firmly established.



### Construction Mat

Construction mats are utilized as temporary crossings for work to be performed in wetlands and to spread equipment weight over a larger, less concentrated base. Mats may be made of wood, plastic, high density polyethylene (HDPE) or composite material. Mats will be installed using a forklift or heavy equipment in a sequential manner so that a road/pad is created as equipment moves through a wetland area. Removal is performed in the same manner in a reverse sequence.



## Examples of BMPs in Construction from page 10

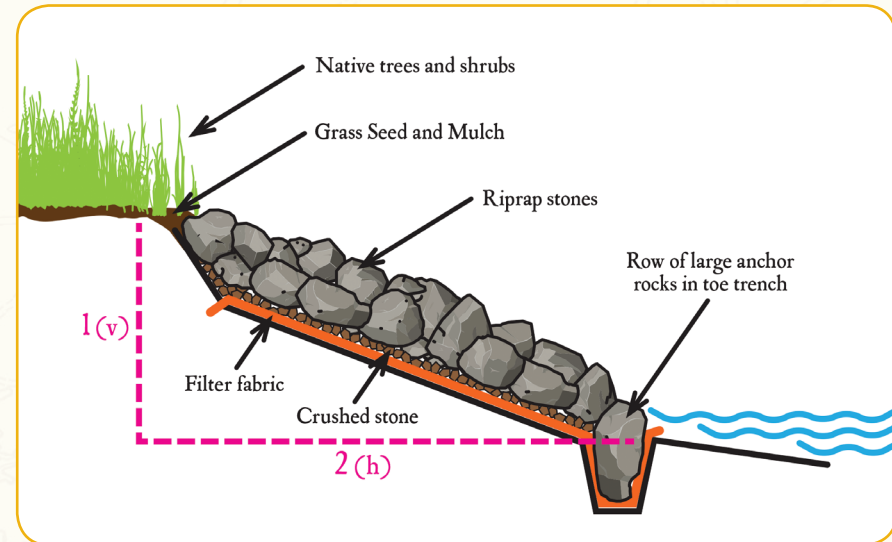
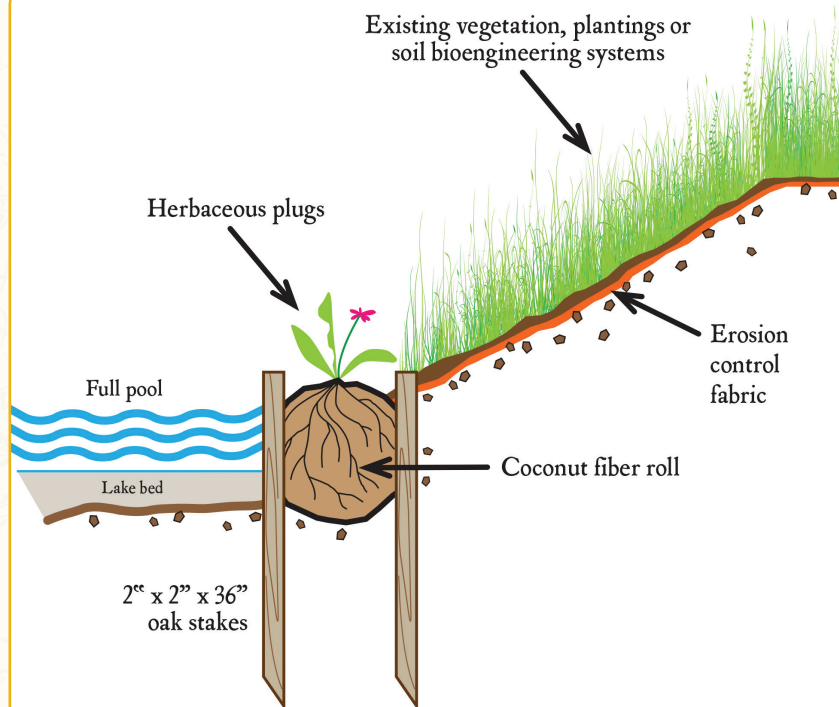
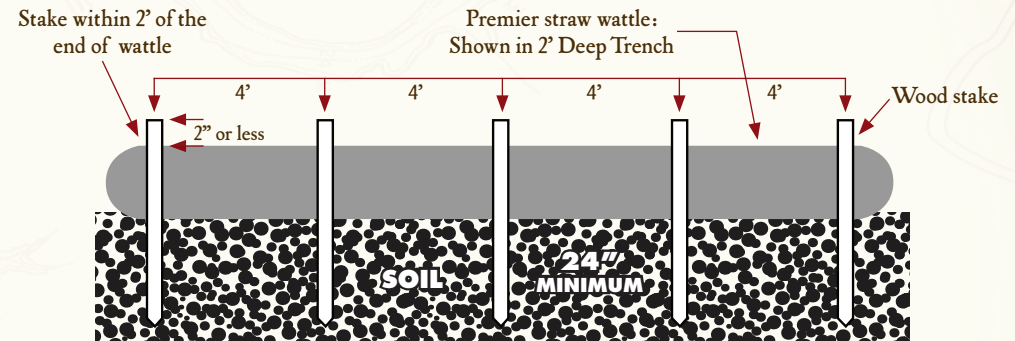
### Wattle

A wattle check dam is a sediment barrier that is easily installed around drainage ways to slow the flow of water. In areas of concentrated flow, place the wattle perpendicular to the flow and stake the wattle in place utilizing 2 foot by 2 foot wooden stakes. Ensure there is no open pathway under the wattle.

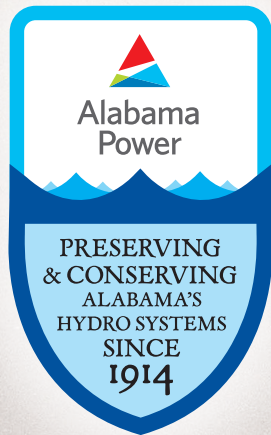
### Maintenance

Inspect the wattle daily when work is ongoing in the area and after each qualifying rainfall event. Check for undermining and/or overtopping by stormwater flows. Remove displaced silt and place it upland on the right-of-way, spread and grass once it reaches one half of the wattle diameter.

### Staking Pattern Guide







## SHORELINE MANAGEMENT

While this guide provides lake residents and stakeholders a basic understanding of Alabama Power's reservoirs, recreational facilities, permitting procedures and BMPs, there is no better resource for understanding the company's comprehensive policies, license requirements and the local, state and federal regulations under which it operates, than the shoreline managers at each reservoir's Shoreline Management office. To learn more about recreational sites, permitting and best management practices, call your local Alabama Power Shoreline Management office at the numbers below or visit [www.alabamapower.com/community/lakes](http://www.alabamapower.com/community/lakes).



## SPECIAL THANKS

Examples of BMPs used in construction were provided in part by the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas created by the Alabama Soil and Water Conservation Committee. To reference the complete handbook, visit [http://swcc.alabama.gov/pages/erosion\\_control.aspx?sm=b\\_b](http://swcc.alabama.gov/pages/erosion_control.aspx?sm=b_b).

**Examples of permitted activities in this guide are not comprehensive. If you are planning any shoreline construction or improvement projects, please contact your local Alabama Power Shoreline Management office before beginning.**



Lake Name	Local Office Number
Weiss	256-927-2597
Neely Henry	205-472-0481
Logan Martin	205-472-0481
Lay	205-755-4420
Mitchell	205-755-4420
Jordan/Bouldin	205-755-4420
Harris	256-396-5093
Martin	256-825-0053
Yates	256-825-0053
ThurLOW	256-825-0053
Smith	205-384-7385