

ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5446  
Meeting Date February 21, 2023

Ardmore Public Works Authority  
City of Ardmore, Oklahoma

Re: Request to approve Sparklight Business Agreement

Dear Trustees:

Staff is requesting the approval of the attached Sparklight Business Agreement for the installation of fiber to the Wastewater Treatment Plant in the amount of \$35,010.48, a monthly charge of \$720.93 and modem lease of \$10.99. This installation will be funded by a Fund 52 APWA Loan and the monthly charges will be funded from the Wastewater Treatment Plant's annual budget.

Staff recommends the approval of the attached Sparklight Business Agreement.

Respectfully submitted,



Shawn Geurin, Utilities Director

Reviewed by: \_\_\_\_\_

  
APWA Manager

<b>Sparklight<sup>®</sup></b> Business		<b>Business Service Agreement</b>	
		Date: 2/13/2023 10:30 AM	
Sparklight Business Account Rep:	Christopher Dellner	Sparklight System Address:	
Phone Number:		210 E Earll Drive	
Fax Number:		Phoenix, AZ 85012	
<b>Customer Information</b>		<b>Authorized Customer Representative</b>	
Company Name:	City of Ardmore	Full Name:	Blake Rudd
Street Address:	3600 Sutton Rd	Billing Telephone:	
City/State/Zip:	Ardmore, OK, 73401	Fax:	
Billing Address:	P.O. Box 249	Contact Number:	5802215401
City/State/Zip:	Ardmore, OK 73402	Email:	brudd@ardmorecity.org
Sparklight Account#			

**Taxes and Fees Not Included**

**Service**

Service Description	Quantity
Business Internet 1 Gig	1
1 Static IP	1
<b>Installation Charge(May Include Construction):</b>	<b>\$35,010.48</b>
<b>Term (In Months):</b>	<b>Month-to-Month</b>
<b>Total:</b>	<b>\$720.93</b>

**Equipment**

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$10.99	\$10.99

**Special Conditions**

Customer acknowledges that Cable One, Inc. d/b/a Sparklight Business ("Sparklight") will incur significant construction costs processing this service order. Customer agrees to reimburse Sparklight for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Sparklight for its construction costs, that are estimated at \$35,010.48, incurred up to the date of cancellation.

**Agreement**

THE SERVICE CHARGES AND FEES TOTAL \$720.93 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED.

ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.

Customer Authorized Signature

Name (Print)

Date