

THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM

RATES

JANUARY 1, 2023

**BIRMINGHAM
WATER WORKS**



**SouthWest
Water Company®**

**POTABLE WATER RATE SCHEDULE
THE BIRMINGHAM WATER WORKS OF
THE CITY OF BIRMINGHAM
EFFECTIVE JANUARY 1, 2023**

All water furnished except that used for extinguishment of fire shall be sold by meter measurement, at the following rates, plus the base service charges as hereinafter provided:

Monthly	Per Hundred Cubic Feet (CCF)
Residential & Irrigation Rates for Customers	
1-3 CCF	\$2.73
4-15 CCF	\$4.52
>15 CCF	\$7.91
Commercial Rates & All Other Customers	
Per CCF	\$4.32
Wholesale Rates	
Per CCF	\$3.55

Wholesale Accounts with a base service charge will be charged monthly for the amount agreed upon or water used for that month, whichever is greater.

IRRIGATION RATES

Schedule A - Irrigation 2nd Accounts			
New Home - 2 New Services	Potable Tap	Exterior Service Only	Total
System Development Fee (One Time Only)	\$1,000.00	\$0	\$1,000.00
Tap Fee (One Time)	\$768.00	\$384.00	\$1,152.00
Base Service Charge (Monthly)			
5/8 Inch Meter	\$25.92	\$12.96	\$38.88
3/4 Inch Meter	\$34.37	\$17.19	\$51.56
1 Inch Meter	\$51.73	\$25.87	\$77.60
<i>1st meter is billed at residential rate on page - 2; 2nd meter is billed at residential rate on page - 2</i>			
Existing Home - 2nd Services Added			
System Development Fee (One Time Only)	N/A	\$0	\$0
Tap Fee (One Time)	N/A	\$384.00	\$384.00
Base Service Charge (Monthly)			
5/8 Inch Meter	N/A	\$12.96	\$12.96
3/4 Inch Meter	N/A	\$17.19	\$17.19
1 Inch Meter	N/A	\$25.87	\$25.87
<i>2nd meter is billed at > 15CCF residential rate on page - 2</i>			

BASE SERVICE CHARGES

The foregoing rates are in addition to the following Base Service Charge that varies with the account's meter size.

Meter Size	Monthly Charge
5/8 inch	\$25.92
3/4 inch	\$34.37
1 inch	\$51.73
1 1/2 inch	\$93.61
2 inch	\$146.55
3 inch	\$309.93
4 inch	\$467.43
6 inch	\$899.12
8 inch	\$1,415.45
10 inch	\$2,012.12

FIRE SERVICE CONNECTIONS

Fire service connection serving facilities located on property other than public streets or roads shall be paid for based on the size of the connection to the Board's supply main and shall be subject to the provisions contained on the form titled "Special Service Agreement". The following annual charges shall apply:

Size of connection	Annual Charge
< 4 inches	\$346.80
4 inches	\$422.76
6 inches	\$677.64
8 inches	\$1,022.04
10 inches	\$2,548.44
12 inches	\$5,877.00
16 inches	\$8,683.68

The above charges shall apply regardless of the type of protection device that is connected to the customer's fire protection system.

MUNICIPAL AND PUBLIC FIRE HYDRANT

Fire hydrants located on public streets shall be charged \$231.72 (\$19.31) effective October 1, 2022. This rate will be increased to \$246.60 (\$20.55) on October 1, 2023. Fire hydrant installation fee \$3,269.00.

NON-POTABLE RAW WATER RATES
MONTHLY MINIMUM CHARGE

Water shall be paid for at the following rates:

In consideration of the readiness to furnish such services, customer will pay a monthly base service charge which varies with the size of the account's meter size:

Meter Size	Monthly Service Charge
< 2 inch	\$74.54
3 inch	\$163.36
4 inch	\$241.35
6 inch	\$453.20
8 inch	\$705.99
10 inch	\$996.13
12 inch	\$1,779.2
16 inch	\$2,612.8
18 inch	\$3,244.4
20 inch	\$4,015.1
30 inch	\$7,791.7

Average daily consumption based on meter readings	Net Rate
Per 100,000 gallons	\$179.86
Per CCF	1.346

Connection Fees (Taps)	
< 1 inch	\$768.00
2 Inch	\$3,246.00
2 inch	At cost
System Development Fees	
5/8	\$1,000.00
3/4	\$1,000.00
1	\$1,000.00
2	\$5,890.00
4	\$16,450.00
6	\$32,890.00
8	\$52,630.00
10	\$75,660.00

Customer Account Fees	
Establishment fee (ESTF)	\$43.00
Reconnection fee (RCON)	\$63.00
Reconnection fee > 2 inch (RCON)	\$101.00
Meter lock fee (MTLF)	\$69.00
Meter pull fee (MTPF)	\$56.00
Unauthorized use penalty 1 st (UUP1)	\$108.00
Unauthorized use penalty 2 nd (UUP2)	\$540.00
Return check fee (RCKF)	\$37.00
Account transfer fee (ACTR)	\$43.00
Meter testing fee (MTTF)	\$126.00
Meter testing fee > 2 inch (MTTF)	\$189.00
After hours service fee (AHSF)	\$107.00
2 nd Account Re-read (SRRC)	\$37.00
Emergency shut-off (BOP)	\$37.00
Deposits for residential customers w/sewer	\$120.00
Deposits for residential customers non/sewer	\$60.00
Deposits for Portable Fire Hydrant Meter	\$1250.0
	0

Deposits for commercial customers (Average Consumption times three + (plus) Base Service Charge per Meter Size) average bill times three)

- **System Development Charges:** System Development Charges (SDC's) are used to recover the costs of making system capacity available for future customers. By recovering these capital costs through fees charged to new users connecting to the system, the utility provides for a more equitable cost distribution than would exist if capacity costs were included in the rates paid by existing customers.
- **Connection Fees:** Application for service connection shall be accompanied by payment of a Connection Fee to the Water Board for each service connection, subject to amounts set forth below.
 - Connection Fee for service connections one-inches (1") and smaller in diameter shall be \$768.00.
 - Connection Fee for service connections two-inches (2") in diameter shall be \$3,246.00.
 - Connection Fee for service connections larger than two-inch (2") shall be an amount equal to all expenses incurred for labor and materials, plus overhead.

Theft of Service Fee

- In the event a customer is using water without a contract on an existing service the customer will be shut off and required to pay additional fees.

- When a new tenant moves in prior to the theft of service, they are not responsible for the additional fees. These fees may be applied to the final bill that is sent to the customer responsible for the account when theft occurred.

- **Main Fee:** The “Main Fee” for service connections (except for single family residential dwellings), regardless of diameter, shall be calculated for water mains installed at the total expense of the Board or with the limited assistance of the government of the United States of America at \$37.00 per linear foot of the property to be served which abuts the roadway in which the water main is located. Single family residential dwellings will be charged a lump sum main fee in the amount of \$5,284.00 for each service connection and an Administrative Fee of \$10.00.
- **Landlocked Premises:** The “Main Fee” for “Landlocked” premises shall be \$5284.00 for each service connection.
- **Establishment Fee:** The establishment fee is charged to a new customer where an existing service is becoming active. This fee recovers the customer service cost associated with activating a new account.
- **Reconnection Fee:** The reconnection fee is charged to restore service for a delinquent account. This fee recovers the cost of shutting off and restoring service.

Example to restore service	
Total account balance due	\$75.00
Reconnection	\$63.00
Deposit	\$120.00
Total	\$258.00
If restored after 3:00 PM the balance is increased by the after-hours fee	\$107.00
Total + after-hours fee	\$365.00

- **First Theft of Service:** The unauthorized usage penalty is charged when water service is shut off for illegal usage. This fee covers the cost of disconnecting the service.

Example to restore service	
Total account balance due	\$75.00
Reconnection	\$63.00
Unauthorized penalty	\$108.00
Deposit	\$120.00
Total	\$366.00
If restored after 3:00 PM the balance is increased by the after-hours fee	\$107.00
Total + after-hours fee	\$473.00

- **2nd Theft of Service:** The unauthorized usage penalty is charged when water service is shut off for illegal usage. This fee covers the cost of disconnecting the service.

Example to restore service	
Total due from 1 st occurrence	\$473.00
Unauthorized penalty	\$540.00
Total	\$1,013.00
If restored after 3:00 PM the balance is increased by the after-hours fee	\$107.00
Total + after-hours fee	\$1,120.00

- Additional fees may apply, such as Meter Lock fee or Meter Pull fee.

- **3rd Theft of Service:** The unauthorized usage penalty is charged when water service is Killed at the Main for illegal usage. This fee covers the cost of disconnecting the service.

Example to restore service	
Total due from 2 nd occurrence	\$1,013.00
Killed at Main/Tap	\$1,768.00
Total	\$2,781.00

- **Return Check Fee:** A customer receives a returned check “NSF” when a check or electronic payment is not honored by the bank due to insufficient funds and any other reasons. The charge recovers the administrative costs associated with handling the returned check.
- **Account Transfer Fee:** The transfer fee is charged to transfer the account of an existing customer from one point of service to another. This fee recovers the administrative cost of closing one account and opening another including the necessary meter readings.
- **After Hours Fee:** The after-hours fee is charged to an account that requests services after 3:00 PM.



CITY OF MOODY

670 PARK AVENUE • MOODY, ALABAMA 35004
TELEPHONE (205) 640-5121 • FAX (205) 640-2528
www.moodyalabama.gov

MAYOR
JOE LEE

COUNCIL MEMBERS

LINDA CROWE
LYNN TAYLOR
MATT MORRIS
NICK RUTLEDGE
ELLIS KEY

December 17, 2019

Ms. Geraldine Davis
The Birmingham Water Works Board
3600 First Avenue North
PO Box 830110
Birmingham, Alabama 35283-0110

Re: Rate Schedule

Dear Ms. Davis:

The rates for Governmental Utility Services Corporation of Moody for the 2020 calendar year will be as follows:

Base Rate:	\$ 11.60
Usage Rate:	
Residential:	\$ 9.94/kgal or \$ 7.44/ccf
Commercial:	\$ 13.20/kgal or \$ 9.87/ccf
Tax (Calculated on Base and Usage Rates):	% 3.00

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Joe Lee".

Joe Lee
Chairman

JL/ts



**SouthWest
Water Company®**

SWWC Utilities, Inc.
728 Volare Drive
Birmingham, AL 35244
Phone 205.987.8352
Fax 205.987.8337
www.swwc.com

November 7, 2022

Geraldine S. Davis
Manager of Customer Support Services
Birmingham Water Works Board
P.O. Box 830110
Birmingham, AL 35283-0110

RE: Rate Adjustment For 2023
Riverview Sewer System

Dear Ms. Davis,

SouthWest Water Company (SWWC) has completed its calculations regarding rate adjustments associated with the SWWC Riverview Sewer System. Therefore, please accept this correspondence as formal notice that the Riverview Sewer System rates for calendar year 2023 will be modified as indicated below.

The following rates will be effective as of January 1, 2023:

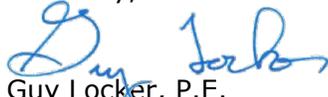
Demand Charge\$210.92 per 1,000 gallons of reserved capacity

Use Charge\$4.26 per CCF of water consumed

This notice is provided pursuant to and in accordance with the provisions of Section 20 of the purchase agreement between the Shelby County GUSC and SWWC Utilities, Inc.

Please contact me if you have any questions regarding the above rates.

Sincerely,



Guy Locker, P.E.
General Manager

c: Michael Johnson, BWWB General Manager (via email)
file

JEFFERSON COUNTY COMMISSION



JAMES A. "JIMMIE" STEPHENS - PRESIDENT
LASHUNDA SCALES
SHEILA TYSON
STEVE AMMONS
T. JOE KNIGHT

CAL MARKERT
CHIEF EXECUTIVE OFFICER

DAVID DENARD
Director of Environmental Services Department
SUITE A300
716 Richard Arrington, Jr. Blvd. N.
Birmingham, Alabama 35203
Telephone (205) 325-5496
FAX (205) 325-5981

August 8, 2022

Michael Johnson, General Manager
Birmingham Water Works Board
3600 1st Avenue North
Birmingham, Alabama 35222

**RE: New Sewer Rate Increase
Effective October 1, 2022**

Dear Mr. Johnson:

Effective October 1, 2022, all Jefferson County sewer use volumetric and base charges will increase by 3.49%. Enclosed you will find the October 1, 2022 User Charges/Sewer Rate Schedule along with selected portions of the Ordinance related to sewer use rates. The full Sewer Ordinance is available upon request.

This letter shall serve as formal notice of the rate increase. If you have any questions or need further information, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "David Denard".

David Denard
Director
Environmental Services Department

Enclosures: (2) User Charges/Rate Schedule
Sewer Use Charge Ordinance pp. 12-13

cc: Geraldine Davis, Birmingham Water Works Board
John Sargent, Birmingham Water Works Board
Barry Williams, Birmingham Water Works Board
Jonathan Shorts, Jefferson County Environmental Services Department
Nancy Wilson, Jefferson County Environmental Services Department
Emily Kemp, Jefferson County Environmental Services Department



**Jefferson County Environmental Services
User Charges/Rate Schedule - October 1, 2022**

Birmingham Water Works Rate Schedule

		October 1, 2022 (Out of County)	
Monthly Base Charge per meter size	5/8"	\$24.16	\$25.61
	3/4"	\$26.57	\$28.17
	1"	\$33.79	\$35.82
	1 1/2"	\$43.46	\$46.07
	2"	\$70.00	\$74.20
	3"	\$265.40	\$281.33
	4"	\$337.81	\$358.08
	6"	\$506.70	\$537.11
	8"	\$699.71	\$741.70
	10"	\$892.71	\$946.28
Non-Residential Volumetric Charge	<i>per ccf</i>	\$12.67	\$13.44
	<i>per 1000 gallons</i>	\$16.94	\$17.96
Residential Block Volumetric Charge <i>per ccf</i>	0-3	\$7.26	\$7.70
	4-6	\$11.28	\$11.96
	7-above	\$12.88	\$13.66
Residential Block Volumetric Charge <i>per 1000 gallons</i>	0-2.243	\$9.71	\$10.30
	2.244-4.487	\$15.08	\$15.99
	4.488-above	\$17.22	\$18.26
Pool/Private Meter Processing Fee		\$19.32	

ARTICLE IV. FEES, CHARGES, AND PENALTIES

A. Sewer Use Charges

All Users of the System, or their designated agents, shall pay a sewer use charge to the County. Sewer use charges shall include (1) fixed monthly charges and (2) volumetric charges in accordance with the following schedules. Sewer use charges for unmetered water will be determined by the County in its sole discretion.

1. Residential

A block volume charge shall be levied on Billed Volumetric Units in accordance with the below schedule. Whole units shall be used to determine under which Block the charge arises.

	<u>Per 100 Cubic Feet</u>		
	Block 1	Block 2	Block 3
Volume	0-3	4-6	7+
Rate per unit	\$7.26	\$11.28	\$12.88

	<u>Per 1000 Gallons</u>		
	Block 1	Block 2	Block 3
Volume	0-2.243	2.244-4.487	4.488+
Rate per unit	\$9.71	\$15.08	\$17.22

2. Non-residential

A block volume charge shall be levied on Billed Volumetric Units in accordance with the below schedule.

	<u>Per 100 Cubic Feet</u>
Volume	0+
Rate per unit	\$12.67

	<u>Per 1000 Gallons</u>
Volume	0+
Rate per unit	\$16.94

3. Monthly Base Charge

In addition to the volumetric charges in A.1 and A.2, a monthly base charge for each installed meter (except Private Meters) shall be levied as follows:

<u>Meter Size</u> <u>(in. dia.)</u>	<u>Charge</u>
5/8"	\$24.16
3/4"	26.57
1"	33.79
1.5"	43.46
2"	70.00
3"	265.40
4"	337.81
6"	506.70
8"	699.71
10"	892.71

4. Billing Frequency

Bills are rendered monthly or quarterly at the discretion of the County.

B. Private Meter/Pool Processing Fee

A processing fee in the amount of \$19.32 shall be imposed for the processing of each application for private meter or pool credit.

C. Non-Resident Users

All Non-Resident Users shall pay a sewer User charge to the County equal to the User charges described in Sections A.1 through A.3 of this Article multiplied by the following Non-Resident User Factor.

$$\text{Non-Resident User Factor} = 1.06$$

The monthly base charges set forth in Section A.3 of this Article shall also be multiplied by the Non-Resident User Factor. All other fees or charges described within this Ordinance shall be assessed to Non-Resident Users in accordance with the schedules set forth herein or as may be established by Jefferson County.

At the discretion of the County and at such times when County ad-valorem tax or any other System-related tax is modified or adopted, the Non-Resident User Factor may be changed or modified by the County.



OFFICE OF THE
MAYOR
City of Hoover

Frank V. Brocato
Mayor

September 1, 2022

Ms. Geraldine Davis
Customer Support Services Manager
Birmingham Water Works and Sewer Board
Post Office Box 830110
Birmingham, Alabama 35283-0100

Dear Ms. Davis:

The purpose of this letter is to notify you that the City of Hoover shall increase its current sewer rates for residential and commercial customers of the Inverness and Riverchase Waste Water Treatment systems over the next two years. I respectfully request, therefore, that the Birmingham Water Works and Sewer Board make the following changes to the current sewer service rates for customers of the Hoover wastewater systems. **Note that the watering credit for our residential customers is included with these proposed rates as shown and will no longer apply in the billing cycle.**

Residential Rates	Current Rate	10/01/22	10/01/23
Base Monthly Customer Charge	\$4.35	\$8.70	\$13.06
Volumetric Charge (per CCF of water usage monthly)	\$5.13	\$5.68	\$6.22
Commercial Rates	Current Rate	10/01/22	10/01/23
Base Monthly Customer Charge	\$11.46	\$22.92	\$34.38
Volumetric Charge (per CCF of water usage monthly)	\$5.60	\$5.80	\$6.00

Please advise the appropriate members of your technology, billing, and collection staff so that they will be aware that the Hoover sewer service rates will be changing in the manner indicated above. If you have any questions or need additional information, please contact me at 205-444-7510, or Tina Bolt, CFIO/City Treasurer at 205-444-7595.

Best,

Frank V. Brocato
Mayor

C: Tina Bolt, Treasurer, City of Hoover
Allan Rice, City Administrator, City of Hoover
Jehad Al-Dakka, Chief Operations Officer, City of Hoover

PHOENIX WATER RESOURCES LLC

Corporate Headquarters, Selma, Alabama

P.O. Box 875 • Selma, AL 36702 • 334.875.7007

Geraldine S. Davis
Birmingham Water Works
Customer Support Services Manager
101 North 35th Street
PO BOX 830110
Birmingham, AL 35283-0110

Dear Ms. Davis,

Please find below the rates calculated to Birmingham Water Board's cubic foot billing structure:

RESIDENTIAL			
Per 100 Cubic Feet of Water Consumption			
	<u>Block 1</u>	<u>Block 2</u>	<u>Block 3</u>
Volume	0-3	4-6	7+
Residential Rate per Unit	Base - Flat \$42	\$ 3.228592	\$ 6.037079

NON-RESIDENTIAL - 2 Classes	
Commercial - Industrial	
Per 100 Cubic Feet of Water Consumption	
	<u>Block 1</u>
Volume	0+
Commercial Rate per Unit	\$ 12.64208

Institutional	
Per 100 Cubic Feet of Water Consumption	
	<u>Block 1</u>
Volume	0+
Institutional Rate per Unit	\$ 13.03107

Additional Notes of Confirmation

1. Irondale currently does not have base charges for all services, the charges are based on volume usage and for residential customers who are currently tied into Phoenix's Irondale system, a \$42 bill will be assessed with no usage.
2. Irondale currently does not have a minimum bill for commercial accounts.
3. As noted in above rate calculations, the current block rate for Industrial customers is \$12.64208 per CCF.

Sincerely,


Raymond Lanier Roton, Jr - C.P.A.
C.F.O for Managing Member



ORDINANCE 2019-06

**AN ORDINANCE GRANTING A SEWER FRANCHISE TO PHOENIX
WATER RESOURCES, LLC**

BE IT ORDAINED by the City Council of the City of Irondale, Alabama as follows:

RECITALS

The **City of Irondale, Alabama** is a municipal corporation organized and existing under the laws of the State of Alabama ("**Irondale**"), and **Phoenix Water Resources, LLC** is a limited liability corporation, organized and existing under the State of Alabama ("**Phoenix**"). Both parties mutually agree to abide by the following terms:

The **City of Irondale** initially granted a sewer franchise to **Phoenix** by Ordinance No 2011-23, that ordinance providing for renewals which the City now desires to extend by the adoption of the following:

SECTION 1.

The City of Irondale is authorized to contract for and desires to provide for sewage collection, treatment, and disposal services for residents and commercial customers located within the municipal limits of the **City of Irondale**;

SECTION 2.

Phoenix is operating a sewage collection, treatment and disposal system (the "System") at no cost to **Irondale**, approved by the Alabama Department of Environmental Management; and may make approved modifications or improvements to the System.

SECTION 3.

By execution of this Agreement, **Irondale** hereby authorizes **Phoenix** to continue its management, operation, maintenance and any expansion of the System, and **Phoenix** agrees to do so.

SECTION 4.

GENERAL DUTIES AND OBLIGATIONS OF PHOENIX

1. **Phoenix** will operate and manage the System in accordance with all regulations applicable to sewer collection, treatment, and disposal.
2. **Phoenix** will comply with all local, state and federal laws and regulations regarding the design, construction, operation and maintenance of the System.
3. During the term of this Agreement and any renewal or extension hereof, **Phoenix** may offer sewage collection, treatment and disposal services for new commercial and residential users in the municipal limits of **Irondale**; nothing in this Agreement shall require any existing residential or commercial entity to subscribe for or utilize the services to be provided by the System unless they choose to do so.
4. As owner of the System, **Phoenix** shall be responsible for the payment of all expenses associated with the operation, maintenance, and management of the System and any tax obligations associated therewith.
5. **Phoenix** shall, at its cost, staff the System with qualified personnel who meet the certification requirements of the State of Alabama and continue upgrading, education and training of its staff in modern wastewater collection and treatment technology, safety and equipment maintenance.
6. **Phoenix** shall, at its cost, prepare reports as required by the NPDES Permit, and file such reports with appropriate agencies as required by law.

SECTION 5.

GENERAL DUTIES AND OBLIGATIONS OF IRONDALE

1. In consideration for the services to be provided by **Phoenix**, **Irondale** may grant to **Phoenix**, during the term of this Agreement and any extensions thereof the right to provide sewage collection, treatment and disposal services for all new commercial and residential users in the municipal limits of **Irondale**.
2. **Irondale** agrees to provide assistance to **Phoenix** in obtaining such land rights, including rights-of-way, easements, and leases on properties where such rights would facilitate an expansion of the System. **Irondale** recognizes that certain System facilities and sewers are currently located in the right-of-way of roads which are maintained by Jefferson County or the State of Alabama and agrees to act on behalf of **Phoenix** in a timely manner to obtain approvals so that **Phoenix** can make repairs, improvements or modification to such System facilities and sewers or to make borings or expand the System sewer for the public good. It is agreed that all costs associated with the procurement and maintenance during the term hereof of said land right shall be borne exclusively by **Phoenix**, including, but not limited to, fees of land agents, surveys, title searches, attorney's fees, acquisition fees, bonuses, annual rentals, etc.

3. **Irondale** agrees to provide assistance to **Phoenix** in connection with offering sewer services to existing and all future customers and subscribers.

4. **Irondale** agrees to assist **Phoenix** and its contractors in connection with any design, construction, operation, maintenance, and alterations to the System.

SECTION 6.

TERM

This Agreement shall take effect on the date of execution hereof and shall remain in full force for three (3) years thereafter. At the expiration of the initial term, and upon expiration of all successive terms, the Agreement may be renewed for periods not to exceed three (3) years.

SECTION 7.

INSURANCE

Phoenix shall maintain, and shall require its contractors and subcontractors to maintain appropriate general liability, public liability, property damage, and worker's compensation insurance coverage as required by law in such amounts as may be reasonably required by **Irondale**. **Phoenix** further agrees to request that **Irondale** be named as an additional insured with respect to any insurance coverage applicable to the System, and shall provide proof of insurance prior to commencement of construction.

SECTION 8.

SEWER CHARGES AND FEES:

- A. **Monthly Sewer Charges** – each customer shall be required to pay a monthly sewer charge based upon water usage. The per gallon cost for residential, commercial and industrial, and institutional users are set forth below:

RESIDENTIAL

0,000 - 2,245 Gallons = \$42 Minimum Bill
2,246 - 4,489 Gallons = \$0.004316 Per Gallon
4,489 + = \$0.0080704 Per Gallon

COMMERCIAL AND INDUSTRIAL

\$0.0169 Per Gallon

INSTITUTIONAL

\$0.01742 Per Gallon

B. Impact Fees - The amount of impact fees for residential, commercial and industrial, and institutional users shall be based as follows:

Residential

Single Family Dwelling: for <u>each family dwelling</u>	\$ 4,500.00
Multi-Family Dwellings:	
1 Bedroom <u>each unit</u>	\$ 2,250.00
2 Bedroom <u>each unit</u>	\$ 3,375.00
3+ Bedroom <u>each unit</u>	\$ 4,500.00

Commercial and Industrial

Retail (other than restaurants): for every 1,000 <u>sq feet</u>	\$ 4,500.00
Office: for every 1,000 <u>sq feet</u>	\$ 2,475.00
Industrial: for every 1,000 <u>sq feet</u>	\$ 2,360.00
Hotel: for <u>each unit</u>	\$ 2,250.00
Restaurants: <u>Per Seat</u> (not 24 hour service)	\$ 900.00
Restaurants: <u>Per Seat</u> (24 hour service)	\$ 1,350.00

Institutional

Hospitals: per <u>bed space</u>	\$ 4,500.00
Institutions other than Hospitals: per <u>bed space</u>	\$ 2,250.00
Schools: <u>per student</u>	\$ 270.00
Schools (with cafeteria): <u>per student</u>	\$ 360.00
Schools (with cafeteria, gym, and showers): <u>per student</u>	\$ 450.00

If the development being proposed is not specifically referenced above, charges and fees shall be negotiated

The above impact fees apply only to domestic waste. Impact Fees for customers producing other than domestic waste shall be determined by Phoenix.

C. The above charges and fees payable to Phoenix are subject to periodic review and may be increased upon approval of the City of Irondale.

SECTION 9.

PAYMENT TO IRONDALE:

Phoenix shall make the following payments to Irondale
(a) 3% of the Total Monthly Sewer Charges Received by Phoenix
(b) The impact fees received by Phoenix shall be paid to Irondale as follows:

Residential

Single Family Dwelling: for <u>each family dwelling</u>	\$	540.00
Multi-Family Dwellings:		
1 Bedroom <u>each unit</u>	\$	270.00
2 Bedroom <u>each unit</u>	\$	405.00
3+ Bedroom <u>each unit</u>	\$	540.00

Commercial and Industrial

Retail: for every 1,000 <u>sq feet</u>	\$	540.00
Office: for every 1,000 <u>sq feet</u>	\$	297.00
Industrial: for every 1,000 <u>sq feet</u>	\$	283.00
Hotel: for <u>each unit</u>	\$	270.00
Restaurants: <u>Per Seat</u> (not 24 hour service)	\$	108.00
Restaurants: <u>Per Seat</u> (24 hour service)	\$	162.00

Institutional

Hospitals: per <u>bed space</u>	\$	540.00
Institutions other than Hospitals: per <u>bed space</u>	\$	270.00
Schools: <u>per student</u>	\$	32.00
Schools (with cafeteria): <u>per student</u>	\$	44.00
Schools (with cafeteria, gym, and showers): <u>per student</u>	\$	54.00

SECTION 10.

LIMIT OF LIABILITY

The City of Irondale shall not be liable to anyone, including Phoenix, for any acts or omissions in the performance of any duties or obligations of Phoenix under this agreement or on the part of the employees or agents of Phoenix. Phoenix will

indemnify and hold Irondale free and harmless from any obligations, cost, claims, judgments, attorneys' fees and attachments arising out of or in any way connected with the duties and obligations of Phoenix under this Agreement.

SECTION 11.

MISCELLANEOUS:

This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing, duly executed by both parties.

This Agreement, together with any Exhibits or Appendices attached hereto and made part of this Agreement, constitutes the agreement and understandings among the parties hereto, and, supersedes all prior agreements and understandings of the parties, with respect to the matters contemplated hereby.

All notices, consents, requests, demands and other communications hereunder shall be in writing and shall be deemed given and effective five (5) business days after being mailed first class, certified or registered mail, postage prepaid, return receipt requested, addressed as set forth below.

SECTION 12.

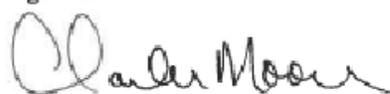
Should a court of competent jurisdiction determine that any Section of this Franchise Agreement be invalid, for any reason, the balance of this agreement shall continue to be in full force and effect

SECTION 13.

The effective date of this agreement shall be **August 6, 2019.**

This Agreement shall be interpreted and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of Alabama applicable to contracts made and to be performed in the State of Alabama.

ADOPTED & APPROVED: This the 6th day of August 2019.



Charles Moore, Mayor