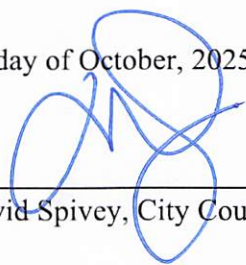


RESOLUTION 2025-R-201

***Authorizes the execution of an agreement with
The City of Birmingham Regional Water Works d/b/a Central Alabama Water***

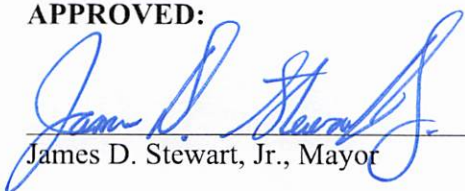
NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute a (i) Letter of Authorization (in substantially the form attached hereto as Exhibit A), (ii) Special Service Agreement (in substantially the form attached hereto as Exhibit B), and (iii) Developer-Installed Extension of Mains Agreement (in substantially the form attached hereto as Exhibit C) with The City of Birmingham Regional Water Works d/b/a Central Alabama Water and to pay an amount not to exceed Seventy-One Thousand Six Hundred Twenty-Five Dollars (\$71,625.00) related to the waterline extension at the new Irondale Fire Station.

ADOPTED & APPROVED: This 21st day of October, 2025.



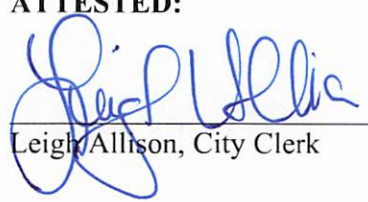
David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

ATTESTED:



Leigh Allison, City Clerk

CERTIFICATION

I, Leigh Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 21st day of October, 2025, as the same appears in the minutes of record of said meeting.



Leigh Allison, City Clerk

Exhibit A

Letter of Authorization



September 11, 2025

#P.04624

City of Irondale
ATTENTION: Greg Colby
101 20th Street South
Irondale, Alabama 35210

Dear Mr. Colby:

Enclosed are two (2) copies of a Special Service Agreement, two (2) copies of a Developer-Installed Extension of Mains Agreement, and two (2) copies of this Letter of Authorization covering the installation of water mains and appurtenances and one (1) six-inch (6") fire service in John Rogers Drive east of Alton Road which will serve Irondale Fire Station #3 located in the City of Birmingham, Alabama.

Please have the proper official of the City of Irondale sign each copy of the Developer Installed Extension of Mains Agreement, each copy of the Special Service Agreement, and the acceptance at the end of this letter, have their signatures witnessed and/or notarized as required, and return one signed copy of this letter and all signed copies of both Agreements to us with a check in the amount of **\$71,625.00**. The total estimated cost of materials and Water Board labor is \$72,000.00; less the \$375.00 Preparation Fee paid at the time your application was accepted. The breakdown of the estimated costs is as follows:

- CAW materials and labor for pipe, fittings, and appurtenances: \$55,000.00.
- CAW materials and labor for one (1) six-inch (6") fire service: \$17,000.00

Special Note: Advanced deposit check is made payable to Birmingham Water Works.

PLEASE NOTE: This Letter of Authorization and the estimated cost stated above covers the installation of the six-inch (6") fire service connection and main extension ONLY. Installation of an irrigation or domestic water service connection is not included in this estimated cost. You may make a separate application for any additional desired service connections through our System Development Department front counter team once the water main has been installed and released for taps by the CAW Inspector.

Activation of the fire service and/or domestic service lines (by opening the valve at the service connection to the CAW's main) shall be by CAW personnel only. When you wish to have each system placed in service for testing purposes or for permanent operation, contact our Backflow Department at (205) 244-4251.

Acceptance of this Developer-Installed Extension of Mains Agreement at the quoted price is conditioned upon our receipt of said Agreement within 90 days from the date of this letter. After 90 days, the deposit required for the Developer-Installed Extension of Mains Agreement is subject to change.



We will complete the execution of the Agreements on behalf of Central Alabama Water and return an executed copy of the Agreement to you for your records. You may retain the duplicate copy of this letter for your records. Please ensure that all necessary permits have been secured and posted at the job site prior to commencement of work on this project.

Central Alabama Water (CAW) will require the Developer or the Developer's designated representative sign CAW's Construction Inspector Work Order Site Letter before pipe is released by the pipe foundry. This letter affirms the site meets the requirements for the installation of water mains and related appurtenances per the specifications of CAW. The "executed" letter will be sent to the pipe foundry in order for the pipe and related appurtenances to be released by the pipe foundry and subsequently taken to the project site.

Prior to the installation of the water mains and appurtenances covered under this Agreement, Central Alabama Water will require a copy of your Alabama Department of Environmental Management (ADEM) – NPDES Permit showing approval of utility installations. If a permit is not required by ADEM, a letter of explanation from your Professional Engineer will be required.

All service piping installed between the water main and water meter in this development must be minimum one-inch (1") Type "K" copper. The service piping between the water meter and the house should be a minimum of one-inch (1") in size with the service piping throughout the house being properly sized to provide an adequate water supply while minimizing pressure loss due to friction. In the event low pressure / low flow occurs on the residential side of the meter due to failure to comply with the recommended requirements, Central Alabama Water will not be responsible for deficient pressure and flow to and inside the residence or commercial property. **Overall, the water piping system should be designed based upon a working pressure gradient of 1,002' above mean sea level.**

Your signed acceptance to the terms and conditions of this letter will serve as Central Alabama Water's verification that you are aware of these conditions. If you have any questions, please contact Mr. Chris Kilgo Senior Project Coordinator – System Development at (205) 244-4255; or via email at chris.kilgo@bwwb.org.

Very truly yours,

Douglass W. Stockham IV, P.E.
Manager – System Development

CK/kh/dws iv
Enclosures



Upon completion of this installation or as soon thereafter as practicable, Central Alabama Water (CAW) will furnish you with a statement of the actual cost incurred in the installation. In the event the actual cost is less than the amount previously deposited with CAW, CAW will refund the difference between the deposit and the actual cost. In the event the actual cost is greater than the amount previously deposited with CAW, you will be required to immediately make an additional deposit in the amount of the difference.

Also enclosed is a current list of Central Alabama Water (CAW) Contractors. You must contract with one of these Contractors for the installation of the water mains and appurtenances. When you return the Agreements, CAW requires the Contractor chosen to perform the work along with a Contact person be indicated below.

Contractor: _____

Contact Name and Phone Number: _____

The Agreement attached to this letter reflects Central Alabama Water's (CAW's) plan for the pipeline installation. Upon returning the enclosed Agreements and Letter of Acceptance to us, you must submit drawings by your Engineer that comply with our plan for this installation. You must also include fire hydrant locations, as approved by the appropriate fire department. Drawings must be stamped by the appropriate fire department signifying approval of the fire hydrant locations. (Please see our preliminary map which is attached to the Agreement we are forwarding to you at this time.). Your Engineer will also be responsible for any permit drawings associated with work to be done within an Alabama Department of Transportation (ALDOT) right-of-way or any special permit drawings associated with work to be done in a City or County right-of-way. ALDOT permit drawings shall include but not be limited to the utility work to be performed along with the erosion control measures and traffic control measures to be installed and maintained throughout the project.

The requested Construction Drawing should be generated by your Engineer according to the enclosed **"Developer Installed Construction Drawing Guide,"** and coordinated with Central Alabama Water's Mr. Wayne Putman, Senior Drafter. Wayne can be contacted by telephone at (205) 244-4190, or via email at wayne.putman@bwwb.org.

A deposit in the amount of the estimated cost, your signed acceptance of the terms and conditions of this letter, and the return of the properly executed Agreements will serve as Central Alabama Water's (CAW's) authorization to do the work. The advance deposit will be adjusted to actual cost plus overhead after construction is completed. In the event the adjusted cost is less than the deposit, CAW will refund the difference. If the adjusted cost is greater than the deposit, you must make an additional payment to CAW in the amount of the difference.

Upon our receipt of the properly executed Agreements, the advanced deposit, one signed copy of this letter and Central Alabama Water (CAW) approved plan for installation, we will release the necessary materials to CAW approved contractor of your choice and construction of the project will be placed in our work schedule. Installation of this project must be completed and placed in service no later than 120 days from our receipt of these items. After 120 days, CAW will close the project and invoice you for all material and CAW labor associated with said project.



ACCEPTANCE:

Terms and conditions of this letter are accepted and agreed upon this 21st day of October, 2025.

CITY OF IRONDALE

By: James D. Stewart Jr. 10/21/2025
Signature Date

James D. Stewart Jr.
Please **Print** Your Name Here

Title: Mayor

63-6001299
Tax ID or Social Security Number



Exhibit B

Special Service Agreement

/

STATE OF ALABAMA)

JEFFERSON COUNTY)

SPECIAL SERVICE AGREEMENT # 6168

Project No. P.04624

Contract Account _____

Business Partner _____

THIS AGREEMENT made and entered into this _____ day of _____
20____, by and between The City of Birmingham Regional Water Works d/b/a Central Alabama
Water, an Alabama public corporation, hereinafter called " CENTRAL ALABAMA WATER "
and CITY OF IRONDALE, hereinafter called the "CUSTOMER".

WITNESSETH

WHEREAS, the CUSTOMER desires the right to receive water service for fire protection from a
six-inch (6") diameter service connection to the street main of CENTRAL ALABAMA WATER
as shown on diagram hereto attached and made a part hereof, and located as follows:

in John Rogers Drive approximately 340' southeast of Alton Road; and

WHEREAS, the CENTRAL ALABAMA WATER is willing to provide water through a service connection for fire protection to the CUSTOMER'S premises subject to and conditioned upon following terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is hereby mutually agreed as follows:

FIRST: The rights of the CUSTOMER under this agreement shall, at all times, be subject to the schedule of rates and the rules and regulations governing services to CUSTOMERS in effect upon execution of this agreement or which may be adopted at any subsequent time by CENTRAL ALABAMA WATER, with or without advance notice to the CUSTOMER.

SECOND: The CUSTOMER shall furnish, install, and maintain in good working order, at the CUSTOMER'S sole expense, a backflow prevention assembly and/or a detector device of a design specifically designated and approved by CENTRAL ALABAMA WATER, when deemed necessary, and in the sole judgement of CENTRAL ALABAMA WATER, on the service pipe at a location to be selected by CENTRAL ALABAMA WATER. The backflow prevention assembly and/or detector device shall be subject to the control and inspection of CENTRAL ALABAMA WATER at any time, with or without prior notice to the CUSTOMER.

THIRD: All pipes and appurtenances located within the CUSTOMERS premises, including the connection and/or service pipe in the street or right-of-way shall be free of leakage and maintained in good condition as specified by CENTRAL ALABAMA WATER by and at the expense of the CUSTOMER.

FOURTH: CENTRAL ALABAMA WATER, by its representatives, shall have the right to enter the premises of the CUSTOMER, with advance notice, at any time, for the purpose of making such inspections as deemed necessary, to attach any testing device or use any means deemed necessary to ascertain the condition of the service pipe and appurtenances and the uses thereof.

FIFTH: The service control valve (street valve) on the service pipe installed by CENTRAL ALABAMA WATER at CENTRAL ALABAMA WATER'S Street main shall be opened and closed and be under the sole control of CENTRAL ALABAMA WATER personnel only, excepting during times of fire when it shall be under the control of the Chief of the Fire Department. If said valve is operated by personnel other than CENTRAL ALABAMA WATER or the fire department, CENTRAL ALABAMA WATER shall have the right, and is hereby authorized, to shut off and/or if deemed necessary, disconnect said service pipe from the street main of CENTRAL ALABAMA WATER, at the expense of the CUSTOMER, until all measures deemed necessary in the sole opinion of CENTRAL ALABAMA WATER have been taken by the CUSTOMER to comply with the terms and conditions of this agreement.

SIXTH: All fixtures and openings (other than the controlling valves on the service pipes) shall be kept closed and sealed and not opened or used except during time of fire or for testing purposes. Upon the extinguishment of each fire, the CUSTOMER shall immediately notify CENTRAL ALABAMA WATER.

SEVENTH: CENTRAL ALABAMA WATER will bill the CUSTOMER for water used other than for fire protection purposes within the service system. Such usage is unauthorized usage under this agreement, and billing for such unauthorized usage by CENTRAL ALABAMA WATER pursuant to this paragraph shall not be deemed as consent to such unauthorized usage. If

such unauthorized usage, including testing of the system, exceeds an amount determined by CENTRAL ALABAMA WATER, in its sole discretion, to be acceptable, CENTRAL ALABAMA WATER may terminate this agreement due to such unauthorized usage.

EIGHTH: Under this agreement, CUSTOMER is to receive, but only at times of fire on CUSTOMER'S premises, such supply of water as shall then be available and no other or greater. CENTRAL ALABAMA WATER shall not be considered in any manner as insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. CENTRAL ALABAMA WATER, its officers, employees, agents and representatives, shall be free and exempt from any and all liabilities, losses, demands, costs, expenses or claims for damages on account of any injury to property or persons arising or resulting from CUSTOMER'S use of the service pipe or CUSTOMER'S acts or failure to act with respect thereto, or the use of the service pipe by third person or the acts or failure to act by third persons with respect thereto. CUSTOMER hereby agrees to indemnify and hold CENTRAL ALABAMA WATER, its officers, employees, agents, and representatives, harmless from any and all costs, liability, and claims for damages sustained by any persons or their property or which may be claimed to have been sustained by any persons or their property arising or resulting from CUSTOMER'S use of the service pipe or CUSTOMER'S acts or failure to act with respect thereto. CENTRAL ALABAMA WATER does not warrant or covenant that a sufficient or adequate supply of water shall be available to customer at any time whatsoever during the term of this agreement.

NINTH: The CUSTOMER does not contemplate uses of water other than for fire protection. If a supply of water for use other than extinguishment of fire and/or testing is desired, said supply of water shall be taken only through a domestic service line separately connected to the street main

of CENTRAL ALABAMA WATER and shall not be connected directly or indirectly with the fire service pipe installed or operated under the terms of this agreement.

TENTH: The CUSTOMER shall furnish to CENTRAL ALABAMA WATER, on request, accurate drawings showing the pipes, valves, hydrants, pumps, storage tanks and appurtenances connected to or supplied from said service pipe. Such drawings must also show any other water supply and pipelines and appurtenances which may exist on the premises, with the specific understanding and agreement that there be no physical connection between such other water supply. The CUSTOMER shall furnish CENTRAL ALABAMA WATER, on request, for review, prior to installation, accurate drawings of any proposed changes, alterations, additions, or deletions to the initial fire protection system.

ELEVENTH: CENTRAL ALABAMA WATER may discontinue or disconnect said service pipe and terminate this agreement, with notice, for CUSTOMER'S failure to pay any bill when due or any violation of any of the terms and conditions of this agreement, or for any violation of its rules and regulations. CENTRAL ALABAMA WATER may shut off all or any part of its distribution system and/or disconnect the said service pipe when deemed necessary by CENTRAL ALABAMA WATER for the purpose of making any repairs or alterations, and such right may be exercised without any abatement of charge agreed herein to be paid by the CUSTOMER.

TWELFTH: This agreement shall be in force and shall continue as long as all terms and conditions stated herein are complied with or until cancelled by either party giving ten (10) days prior written notice.

THIRTEENTH: In the event of the employment of any attorney(s) by either party hereto due to the violation of any of the provisions of this agreement, the prevailing party shall be entitled to recover from the other party, the prevailing party's costs, and expenses, including reasonable

attorney's fees.

FOURTEENTH: CUSTOMER shall not assign or transfer this agreement or any interest or right herein without the prior written consent of CENTRAL ALABAMA WATER.

FIFTEENTH: No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant herein.

SIXTEENTH: The parties agree that this agreement shall be governed and construed by the laws of the State of Alabama.

SEVENTEENTH: In the event that any one or more of the provisions of this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

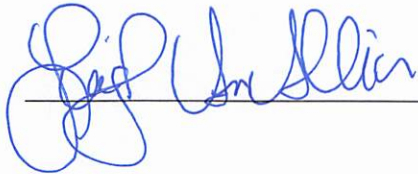
EIGHTEENTH: The rights and remedies provided by this agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties hereto may have by law, statute, ordinance or otherwise.

NINETEENTH: This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter within it.

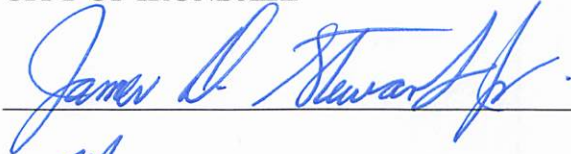
TWENTIETH: All notices required under this agreement shall be deemed made upon the deposit of such notice, properly addressed, in the United States mail, certified and with return receipt requested, to the parties herein listed as "CENTRAL ALABAMA WATER" and "CUSTOMER."

IN WITNESS WHEREOF, the parties hereto have set their hand the day and year first above written.

WITNESS:



CITY OF IRONDALE



Mayor

Title

63-6001299

Tax ID or Social Security Number

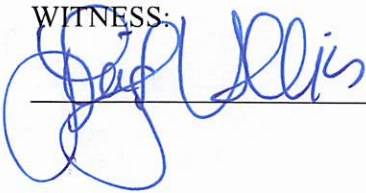
WITNESS:

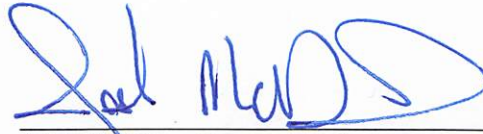
**THE CITY OF BIRMINGHAM
REGIONAL WATER WORKS d/b/a
CENTRAL ALABAMA WATER**

Derrick Murphy, MEng.
Assistant General Manager

APPROVED

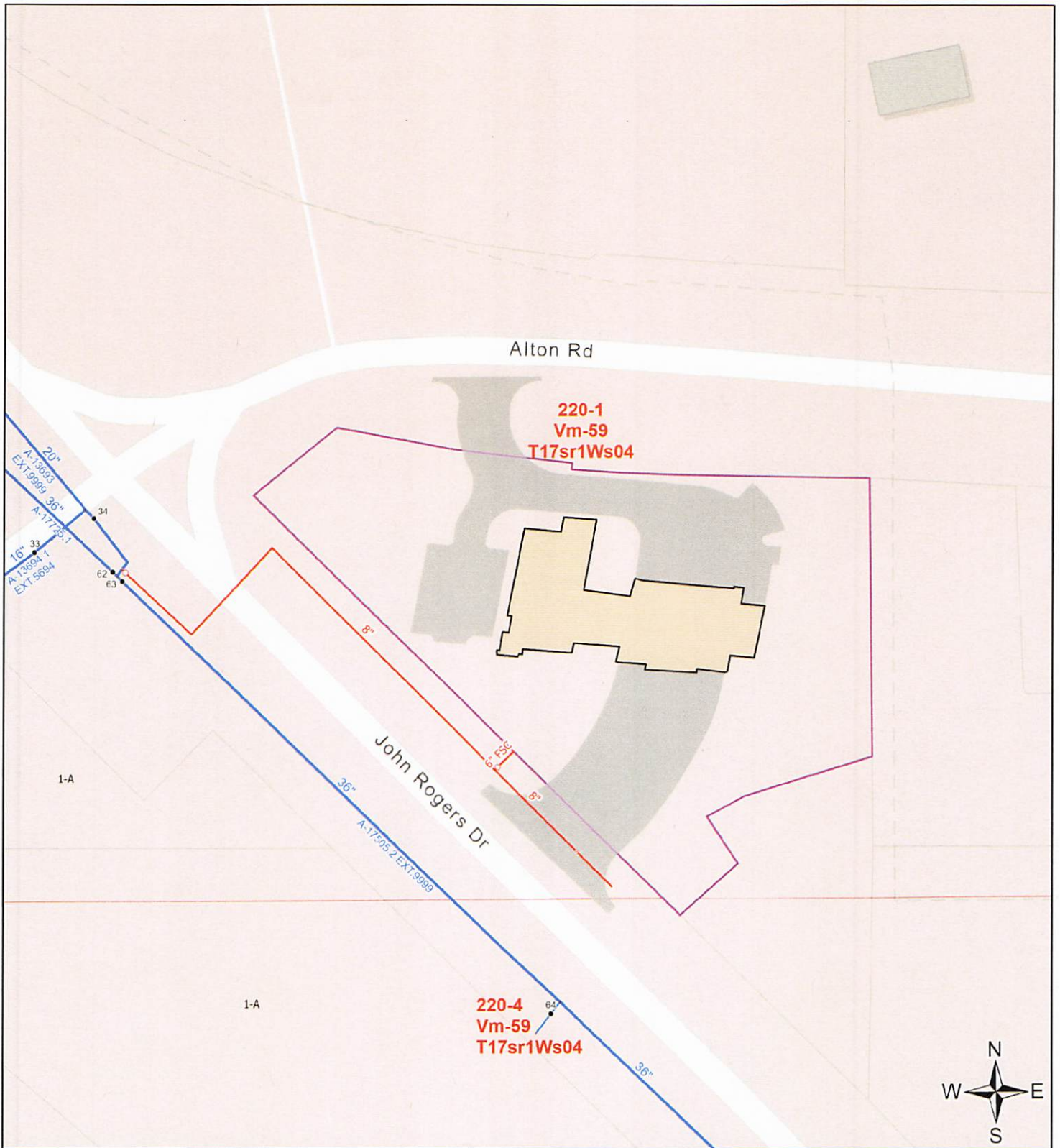
WITNESS:



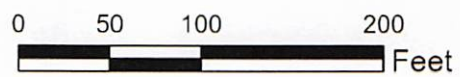


(Chief of Fire Department)

City of Irondale Fire Department



SEC 04-17-1W
DP 220-1,220-4
VM 59
P.04624
EHS



DATE: 6/27/2025
DRAWN BY NAV
1" = 100'



Exhibit C

Developer Installed Extension of Mains Agreement

STATE OF ALABAMA)
JEFFERSON COUNTY)

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2025
by and between The City of Birmingham Regional Water Works d/b/a Central Alabama Water
(hereinafter called "CENTRAL ALABAMA WATER") and CITY OF IRONDALE (hereinafter
called the "DEPOSITOR") (CENTRAL ALABAMA WATER and DEPOSITOR hereinafter
collectively referred to as the "Parties").

WHEREAS the DEPOSITOR desires extension of the water main(s) of CENTRAL
ALABAMA WATER as hereinafter described; and

WHEREAS, CENTRAL ALABAMA WATER has agreed to have such water main(s)
extended, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, CENTRAL ALABAMA WATER
and the DEPOSITOR hereby agree as follows:

WITNESSETH

FIRST: CENTRAL ALABAMA WATER agrees to engineer the water pipe, fittings, and
appurtenances for the extension of the water main(s); and the DEPOSITOR agrees to have pipe
and fittings installed by a utility contractor approved by CENTRAL ALABAMA WATER in
accordance with CENTRAL ALABAMA WATER'S specifications, the diameter and location of
which shall be at the option of CENTRAL ALABAMA WATER. All water pipe, fittings and
appurtenances will be installed as shown on the diagram attached hereto and made a part hereof,
described and located as follows:

Install approximately 600' of 8" DICL (Zinc Coated) pipe and one (1) six-inch (6") fire
service in John Rogers Drive east of Alton Road, as shown on attached drawing.

This construction site is located within the city of Birmingham, Alabama.

The DEPOSITOR also agrees by this document that the water mains and appurtenances will
be located in a twenty-foot (20') CENTRAL ALABAMA WATER right-of-way being ten feet
(10') either side of the water mains and appurtenances as installed until such time as the rights-of-
way have been accepted by the governing bodies as public dedication, at which time said rights-
of-way will cease to exist.

SECOND: This Agreement is conditioned upon the customary cement lined, seal coated ductile iron pipe and/or PVC pipe, and other necessary fittings and valves being available for the above-described installation. It is expressly understood and agreed that: if the PARTIES shall be delayed or prevented from having the necessary pipe and other necessary fittings and valves, for any reason or cause beyond their control and such failure to furnish pipe and materials shall extend for a period of more than one (1) year from the date hereof, the DEPOSITOR shall have the right to cancel this Agreement on thirty (30) days written notice to CENTRAL ALABAMA WATER and thereafter both parties shall be relieved of all duties and obligations arising hereunder. The right to cancel and terminate this Agreement by the DEPOSITOR shall not be invoked if the DEPOSITOR has received the necessary pipe, fittings, and other materials, in which event the DEPOSITOR shall have the obligation to prosecute diligently the work of installing the water main(s) and appurtenances hereinabove described until said work is completed.

THIRD: It is understood and agreed that CENTRAL ALABAMA WATER will furnish the necessary pipe, fittings and appurtenances and reserves the right to change sizes thereof if engineering allows. In the event CENTRAL ALABAMA WATER is unable to furnish the necessary pipe, fittings, and appurtenances, with the prior approval of CENTRAL ALABAMA WATER, the DEPOSITOR may be allowed to furnish, at its own expenses, the necessary pipe, fittings, and appurtenances. It is further understood and agreed that the DEPOSITOR will furnish, at its own expense, a utility contractor approved by CENTRAL ALABAMA WATER to provide the necessary labor, construction equipment, transportation equipment (including pick-up and delivery of pipe, fittings and appurtenances) and any other necessary equipment (including pick-up and delivery of pipe, fittings and appurtenances), and any other necessary equipment to install the water main(s), fittings and appurtenances as directed by CENTRAL ALABAMA WATER and according to the "Water Works Board of the City of Birmingham Standard Specifications for Laying of Water Pipe" Effective October 1, 1974 (Revised May 14, 2023) and warrant such installation for a period of one (1) year after said system has been placed in service and accepted by CENTRAL ALABAMA WATER. CENTRAL ALABAMA WATER has the authority to stop construction or to require changes in the method of construction or to change the location of the pipeline within the limits of the proposed street, roadway or right-of-way if, in CENTRAL ALABAMA WATER'S opinion, the pipeline and appurtenances are not being installed according to good construction practices or in accordance with "Water Works Board of the City of Birmingham Standard Specifications for Laying of Water Pipe" Effective October 1, 1974 (Revised May 14, 2023). It is expressly understood that the DEPOSITOR shall bear all cost or expense of obtaining necessary permits from governing bodies, replacing roadway, driveway, or highway paving, furnishing, and installing incompressible backfill material, concrete bracing, rock excavation, boring or tunneling with or without encasement pipe, and any other expenses incurred in the installation of the hereinabove described water main(s) and appurtenances. It is further understood and agreed CENTRAL ALABAMA WATER will furnish the necessary personnel to the DEPOSITOR to inspect the installation and connections to existing water mains. All taps to existing CENTRAL ALABAMA WATER mains will be performed by CENTRAL ALABAMA WATER personnel only where tapping sleeves and tapping valves are required, with the assistance of the DEPOSITOR'S contractor. In the event the DEPOSITOR may be allowed to furnish, at its own expense, the necessary pipe, fittings and appurtenances, CENTRAL ALABAMA WATER shall determine material or materials to be furnished by DEPOSITOR, the DEPOSITOR shall be required to provide the items listed below for review and approval by CENTRAL ALABAMA WATER prior to the installation of the water main(s) and related appurtenances:

- **APPENDIX A [Pipe Submittal from Pipe Foundry or Pipe Supplier].**
- **APPENDIX B [Geotechnical Exploration Report with the requirements as stipulated by a Licensed Engineer in the State of Alabama].**

FOURTH: The DEPOSITOR agrees to deposit with CENTRAL ALABAMA WATER simultaneously with the execution of this Agreement, the sum of: SEVENTY-TWO THOUSAND DOLLARS AND 00/100 (\$72,000.00) this being the estimated cost as hereinafter described.

Special Note: Advanced deposit check is made payable to Birmingham Water Works.

FIFTH: Upon the completion of the installation of the water main(s) and related appurtenances, and prior to water mains being released for service connection(s), the DEPOSITOR shall furnish CENTRAL ALABAMA WATER the following:

(a.) **Itemized Statement of Cost(s) made to DEPOSITOR'S Pipeline Contractor for the pipeline installation to include all cost or expenses of obtaining necessary permits from governing bodies, replacing roadway, driveway or highway paving, furnishing and installing incompressible backfill material, concrete bracing, rock excavation, boring or tunneling with or without encasement pipe, and any other expenses incurred in the installation of the hereinabove described water main(s) and appurtenances, and said Statement of Cost(s) shall include affidavit of payment(s) by the DEPOSITOR'S Pipeline Contractor.**

(b.) **Bill of Materials from Pipe Foundry / Pipe Supplier outlining total cost of the pipe material purchased by DEPOSITOR and said Bill of Materials shall be specific to pipe footages outlined in this AGREEMENT and shall reflect the Project Number assigned by CENTRAL ALABAMA WATER.**

Upon the completion of the installation of the water main(s) herein provided to be laid, receipt of DEPOSITOR'S itemized statement of cost(s) and Bill of Materials from Pipe purchased by DEPOSITOR or as soon thereafter as practicable, CENTRAL ALABAMA WATER will furnish the DEPOSITOR a statement of costs of CENTRAL ALABAMA WATER labor, materials and overhead costs, the combined total of whichever shall be the DEPOSITOR'S actual cost hereunder. It is understood and agreed that in the event such actual cost is less than the amount hereinabove deposited, thereupon CENTRAL ALABAMA WATER will return to the DEPOSITOR the difference between the amount of such deposit and the said actual cost. It is further understood and agreed that in the event such actual cost exceeds the amount previously deposited with CENTRAL ALABAMA WATER by the DEPOSITOR, upon the receipt of the statement of costs the difference between the amount of such deposit and such actual cost shall be immediately due and payable, and if such sum is not paid to CENTRAL ALABAMA WATER within sixty (60) days from the day the DEPOSITOR receives said statement of cost, CENTRAL ALABAMA WATER shall have the right to pursue any and all legal remedies to collect any amount due CENTRAL ALABAMA WATER from the DEPOSITOR under the terms of this Agreement, and, in addition to such amount, the DEPOSITOR shall pay to CENTRAL ALABAMA WATER all costs incurred by CENTRAL ALABAMA WATER in collecting, or attempting to collect, such amount, including, without limitation, court costs and reasonable attorneys' fees.

SIXTH: CENTRAL ALABAMA WATER reserves the right to approve and authorize any and all customer applications for service connections to the water mains installed hereunder in accordance with its Rules and Regulations after the water mains have been placed in service. CENTRAL ALABAMA WATER will authorize all approved service connections, in writing, on forms to be supplied by CENTRAL ALABAMA WATER and its main office building. A connection fee will be collected by CENTRAL ALABAMA WATER on each service connection approved and authorized in writing by CENTRAL ALABAMA WATER. The connection fee will be based on the same rates charged and set in other parts of CENTRAL ALABAMA WATER'S system.

SEVENTH: The DEPOSITOR agrees to indemnify, hold harmless, and defend CENTRAL ALABAMA WATER from and against any and all liability for loss, damage or expense, including but not limited to labor items which CENTRAL ALABAMA WATER may suffer or for which CENTRAL ALABAMA WATER may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed by the DEPOSITOR under this Agreement. If the DEPOSITOR contracts out any such operations, it shall require all of the contractors' and subcontractors' liability insurance coverage payable to the DEPOSITOR to include CENTRAL ALABAMA WATER as a loss payee in such minimum amount as set out in "Water Works Board of the City of Birmingham Standard Specifications for Laying of Water Pipe" Effective October 1, 1974 (Revised May 14, 2023). CENTRAL ALABAMA WATER requires that the DEPOSITOR'S contractor have a State of Alabama General Contractors License Approved to Install Municipal and Utility and work incidental thereto. CENTRAL ALABAMA WATER reserves the right to approve or disapprove general contractors based on past or present preference. Also, the DEPOSITOR agrees to indemnify, hold harmless, and defend CENTRAL ALABAMA WATER from any such injury, death or damage caused by this installation.

EIGHTH: WAIVING TRIAL BY JURY: The Parties hereby recognize and affirm that this Agreement is contractual in nature and that it does not involve any interest in real estate. Accordingly, all disputes, claims, controversies, or litigation arising out of, or relating to, or in connection with, any provision of this Agreement or the Parties thereto, whether asserted as the basis for a claim, counterclaim or crossclaim, or a defense to a claim, counterclaim or crossclaim shall be resolved by a judge sitting without a jury. The Parties understand that they have a right to litigate disputes in court, and that they prefer to resolve their disputes through a trial before a judge sitting without a jury and that they knowingly waive any right they have to a jury trial. The Parties agree and understand that all disputes claims, controversies or litigation arising under case law, statutory law and all other laws including, but not limited to, all contract, tort and equitable relief will be subject to a trial before a judge sitting without a jury in accord with this contract.

VENUE: The Parties agree that venue for all such disputes, claims, controversies, or litigation arising from or relating to this contract, or the parties thereto shall only be before the circuit court for Jefferson County, Alabama, the Birmingham division.

JURISDICTION: The Parties knowingly waive any right they have for subject matter jurisdiction and personal jurisdiction to be vested in any federal district court and that the parties hereby agree that the subject matter jurisdiction and personal jurisdiction to resolve any and all disputes, claims, controversies or litigation arising out of, or relating to, or in connection with any provision of this contract or the parties thereto, whether asserted as the basis for a claim, counterclaim or cross-claim, or a defense to a claim, counterclaim or cross-claim shall only be in the circuit court for Jefferson county, the Birmingham division.

NINTH: The ownership of the water main(s) and/or appurtenances installed and placed in service hereunder shall at all times be in CENTRAL ALABAMA WATER, its successors, and assigns.

TENTH: This Agreement shall be valid and binding on CENTRAL ALABAMA WATER only when executed by its General Manager, Assistant General Manager, Chairman, or a Vice-Chairman.

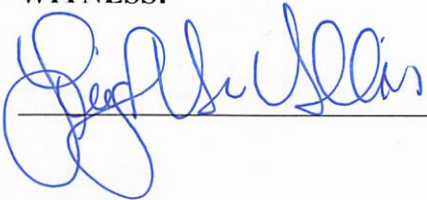
Executed in triplicate by the parties hereto on the date first above written.

WITNESS:

**THE CITY OF BIRMINGHAM
REGIONAL WATER WORKS d/b/a
CENTRAL ALABAMA WATER**

Derrick M. Murphy, MEng.
Assistant General Manager

WITNESS:

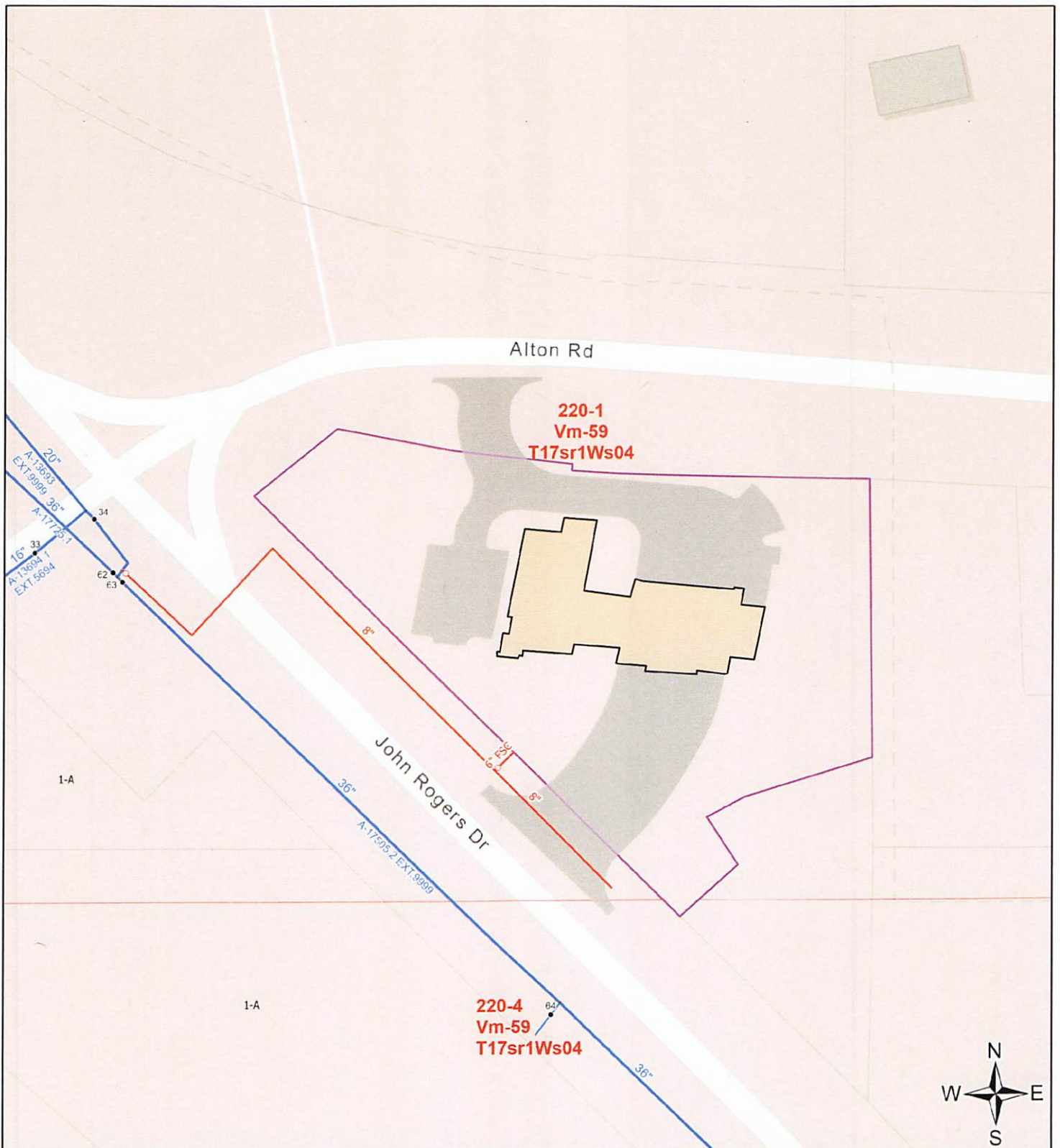


CITY OF IRONDALE

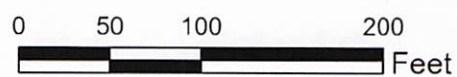
 
Signature Date


Title


Tax ID or Social Security Number



SEC 04-17-1W
 DP 220-1,220-4
 VM 59
 P.04624
 EHS



DATE: 6/27/2025
 DRAWN BY NAV
 1" = 100'

