

STATE OF ALABAMA)

JEFFERSON COUNTY) October 23, 2012

The Commission convened in regular session at the Bessemer Courthouse at 9:00 a.m., David Carrington, President, presiding and the following members present:

District 1 - George F. Bowman

District 3 - James A. (Jimmie) Stephens

District 4 - Joe Knight

District 5 - David Carrington

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Minutes of October 9, 2012, be approved. Voting "Aye" Stephens, Knight, Bowman and Carrington.

The Commission met in Work Session on October 16, 2012, and approved the following items to be placed on the October 23, 2012, Regular Commission Meeting Agenda:

- Commissioner Bowman, Health and General Services Committee Items 2 through 5 (Item No.1 was removed from agenda).
- Commissioner Brown, Community Service and Roads and Transportation Committee Items through .
- Commissioner Carrington, Administrative Services Committee - Items 1 through 3.
- Commissioner Knight, Land Planning and Development Services, Emergency Management Agency, Board of Registrars and Courts, Inspection Services Committee Items 1 through 9.
- Commissioner Stephens, Finance & Information Technology Committee Items 1 through 17.

Motion was made by Commissioner Knight seconded by Commission Stephens that the November 13, 2012 Regular Commission Meeting be held on Wednesday, November 14, 2012. Voting "Aye" Knight, Stephens, Bowman and Carrington.

Commissioner Carrington stated that the October 23, 2012 Regular Commission Meeting would be held in Bessemer.

Oct-23-2012-866

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the General Retirement System take the following action:
Donald L. Whitsitt, Sheriff's Office was granted a military leave of absence from April 1, 2012 to September 15, 2012 and the amount of pension contributions due Donald L. Whitsitt is \$1,392.15 plus the County matching contributions of \$1,392.15 for a total of \$2,784.30.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-867

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Eco-Tech, Inc. in the amount of \$13,487.00 for the Rotork Valve parts and installation assistance at the Five Mile Creek Wastewater Treatment Plant.

Contract No: 3898

CONTRACT FOR ROTORK VALVE PARTS @ FIVE MILE CREEK WWTP
INCLUDING INSTALLATION ASSISTANCE & START-UP

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called "the County", and Eco-Tech Inc. hereinafter called "the Contractor," shall be effective for a period of fifty-six (56) calendar days from receipt of the Notice to Proceed.

WHEREAS, the County desires to contract for the purchase of parts (including installation assistance and start-up of those parts) for the 24-inch butterfly isolation valve located at the Five Mile Creek Wastewater Treatment Plant (3410 Happy Hollow Lane, Fultondale, AL 35068-2019).

WHEREAS, the Contractor desires to furnish said parts and services to the County.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR

The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.

2. SCOPE OF SERVICES

This Contract results from Jefferson County's request for quotes and Purchase Order 2000064828 to be issued for the purchase of Rotork parts for the 24" butterfly isolation valve located at the Five Mile Creek WWTP, including installation assistance and start-up.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK

Upon receipt of Certificate of Insurance in compliance with Page 4 of this contract and approval of said contract by the Jefferson County Commission, the Jefferson County Purchasing Department will issue Purchase Order 2000064828 to the Contractor for the following:
P/N – IQ12/IWD4:

- a. One (1) – Electric Valve Actuator – providing remote open/close service with position feedback
- b. One (1) – 1 ½" x 21' Shaft Extension
- c. One (1) – 36" Actuator Pedestal with mounting
- d. One day's labor for start-up & installation assistance
- e. Miscellaneous expenses (includes travel, food, lodging)
- f. One (1) Folomatic/CPT card – SCADA Interface board for the existing Rotork Actuator Model IQ12FA10B4

4. SCHEDULING THE WORK

- A. Work must be performed within an operating wastewater pump station and must be scheduled and performed to have minimal impact on operations. Jefferson County shall have the right to delay work deemed detrimental to the operation of the Five Mile Creek WWTP due to operational issues or inclement weather.
- B. Work shall be restricted to the hours of 6:00 a.m. to 5:00 p.m. during normal business days, with no work on holidays or weekends without written permission from the County.
- C. Contractor shall complete this work within fifty-six (56) days from receipt of the notice to proceed.

5. SAFETY

A. General

- 1. The Contractor is solely responsible for the safety of his employees, subcontractors, and agents.
- 2. The Contractor shall employ only orderly, competent, and skillful persons to undertake the work.
- 3. The Contractor shall ensure that supervision is provided to ensure all safety aspects of the work.
- 4. Vehicle collisions or accidents will be reported to the County immediately. Written reports of such collisions or accidents may be requested of the Contractor to any level of detail as may be requested by the County. The Contractor may be asked to supply the County with copies (where possible) of disciplinary reports filed on behalf of any drivers.

B. Exposure to Wastewater

- 1. Wastewater is potentially hazardous to human health; the Contractor shall take all precautions necessary to protect the health of his workers and to protect the environment.
- 2. All employees working onsite are to have up-to-date immunizations for working in a wastewater treatment facility.

6. Lockout – Tag Out

- 1. The Owner will lockout and tag out all equipment that is removed from service in accordance with the procedures in place at the facility.
- 2. Contractor may not turn off equipment, close valves, and disconnect electric service, etc., without first requesting, in writing, permission from the Owner.

7. COMPENSATION

Jefferson County Purchase Order 2000064828 in the amount of \$13,487.00 (includes freight, shipping & handling) for the following:

a. One (1) – Electric Valve Actuator – providing remote open/close service with position feedback.....	\$ 6,100.00
b. One (1) – 1 ½" x 21' Shaft Extension.....	\$ 3,633.00
c. One (1) – 36" Actuator Pedestal with mounting.....	\$ 1,500.00
d. One day's labor for start-up & installation assistance.....	\$ 1,350.00
e. Miscellaneous expenses (includes travel, food, lodging).....	\$ 300.00
f. One (1) Folomatic/CPT card – SCADA Interface board for the existing Rotork Actuator Model IQ12FA10B4.....	\$ 604.00

8. TERMS OF PAYMENT

Net 30/full amount of Purchase Order 2000064828 - \$13,487.00

9. INDEPENDENT CONTRACTOR

The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County shall not be obligated for same under this contract.

10. NON-DISCRIMINATION POLICY

Both parties agree that all services rendered under this contract shall be done so without regard to race, creed, color, sex, national origin, religion or handicap.

11. MISCELLANEOUS REQUIREMENTS

Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

12. TERMINATION OF CONTRACT

This contract may be terminated by the County with a thirty (30) day written notice to the Contractor regardless of reason. Any violation of this contract shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

13. LIABILITY

The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor shall indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

14. AMENDMENT OF AGREEMENT

This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement shall be executed.

15. ASSIGNMENT

No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County.

Should Jefferson County authorize the Successful Bidder to subcontract (assign) any portion of this contract, the Successful Bidder shall maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, shall result in termination of the contract and/or legal ramifications, due to nonperformance.

16. SUBCONTRACTING

A. No portion of the contract may be subcontracted without the prior written approval of the County.

B. Should the County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

17. QUALITY ASSURANCE

CONTRACTOR shall use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work as specified in this Contract.

18. CANCELLATION

Failure to deliver as specified and in accordance with the Contractor's Bid Response submitted in response to ITB 181-11, including promised delivery and completion date, shall constitute sufficient grounds for cancellation of the order at the option of the Jefferson County Commission.

19. INSURANCE

The Contractor shall maintain such insurance as shall protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

Insurance shall be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured, by endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance shall be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. The Contractor is also required to

include the bid number on the evidence of insurance.

Insurance Minimum Coverage

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability

\$100,000 - Limit each occurrence

Umbrella Coverage

\$1,000,000 - Each occurrence

\$1,000,000 – Aggregate

Added Additional Insured By Endorsement

Jefferson County, Alabama

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

Evidence of insurance shall be furnished to the Purchasing Agent prior to the issuance of the purchase order and any commencement of work on County premises.

20. PROTECTION DAMAGE

The Contractor shall be responsible for any damage to property of the County or others caused by him/her, any employees or sub-contractors, and shall replace and make good such damage. The Contractor shall maintain adequate protection to prevent damage to his/her property and the property of others, and shall take all necessary precautions for his/her safety and the safety of others. The Contractor shall comply with all safety laws and regulations in effect within the locality.

21. DISCLAIMER OF LIABILITY

The County shall NOT hold harmless or indemnify the Contractor for any liability whatsoever.

22. HOLD HARMLESS AGREEMENT

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

23. COUNTY FUNDS PAID

Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees

or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

24. INVOICING

All invoices must agree with the purchase order in description and price and include the following information:

1. Purchase Order Number;
2. Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Jefferson County Commission
Finance Department
Room 820 County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, Al 35203

*If invoice does not agree with purchase order, credits or a corrected invoice shall be required in order for the County to process payment.

Invoices that do not reference an authorized Purchase Order shall be returned to the vendor.

25. TAX

Jefferson County is exempt from all tax. However, Contractor shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

26. GOVERNING LAW/DISPUTE RESOLUTION:

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division

27. STATEMENT REGARDING BANKRUPTCY:

Jefferson County filed for chapter 9 bankruptcy protection on November 9, 2011. The County filed for chapter 9 so it can pursue a readjustment of its debts under the protection of the federal bankruptcy laws. While it is in chapter 9, the County will continue to operate its business and affairs in the ordinary course. Maintaining business relationships with the County's vendors and suppliers is critical to the County's restructuring efforts. Accordingly, by executing this AGREEMENT, the Jefferson County Commission acknowledges that payment for services provided under this AGREEMENT will be paid in accordance with the terms of this AGREEMENT.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

CONTRACTOR:

Eco-Tech, Inc.
Authorized Representative for Contractor
Jefferson County, Alabama
W. D. Carrington, President
Jefferson County Commission

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-868

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Pure Air Filtration in the amount of \$119,800.00 for the Odor Control Carbon Replacement Project at the Scotts Branch Pre-Treatment Facility.

Contract No: 4318

CONTRACT FOR ODOR CONTROL CARBON REPLACEMENT PROJECT @

SCOTTS BRANCH PRE-TREATMENT FACILITY
JEFFERSON COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

THIS AGREEMENT entered into by and between Jefferson County, Alabama, hereinafter called "the County", and Pure Air Filtration hereinafter called "the Contractor," shall be effective for a period of sixty (60) calendar days from receipt of the Notice to Proceed.

WHEREAS, the County desires to contract for the removal, disposal and replacement of high capacity carbon media for three units at the Scotts Branch Pre-Treatment Facility located at 1310 Oak Grove Road, Birmingham, AL 35209

WHEREAS, the Contractor desires to furnish said parts and services to the County.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR

The County hereto agrees to engage the Contractor and the Contractor hereby agrees to the remove, dispose and replace high capacity carbon media for three (3) units at the Scotts Branch Pre-Treatment Facility which includes the following:

2. SCOPE OF WORK

- Media shall be Pure Air Filtration Sulphasorb XL*or Calgon Minotaur OC*
- High capacity media capable of 0.3g/cc H₂S (50% media holding capacity)
- Two (2) 12 foot dual bed odor control vessels with two (2) media beds per vessel
 - a. Vacuum extraction and remove existing media
 - b. Interior vessel and screen inspection and full media charge refill
 - c. Media per vessel equals 678 cubic feet (times 2 vessels)
- One (1) single bed 10-foot odor control vessel
 - a. Vacuum extraction and remove existing media
 - b. Interior vessel and screen inspection and full media charge refill
 - c. Media per vessel equals 235 cubic feet
- Total: 1,591 cubic feet of media total
- Truck access required within 30 feet of vessels.

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK

Upon receipt of Certificate of Insurance in compliance with Page 4 of this contract and approval of said contract by the Jefferson County Commission, the Jefferson County Purchasing Department will issue a purchase order for the work described above.

Continued on Page 2

4. SCHEDULING THE WORK

A. Work must be performed within an operating wastewater pump station and must be scheduled and performed to have minimal impact on operations. Jefferson County shall have the right to delay work if deemed detrimental to the operation of the Scotts Branch Pre-Treatment Facility due to operational issues or inclement weather.

B. Work shall be restricted to the hours of 6:00 a.m. to 5:00 p.m. during normal business days, with no work on holidays or weekends without written permission from the County.

C. Contractor shall complete this work within sixty (60) days from receipt of the Notice to Proceed.

5. SAFETY

A. General

1. The Contractor is solely responsible for the safety of his employees, subcontractors, and agents.
2. The Contractor shall employ only orderly, competent, and skillful persons to undertake the work.
3. The Contractor shall ensure that supervision is provided to ensure all safety aspects of the work.
4. Vehicle collisions or accidents will be reported to the County immediately. Written reports of such collisions or accidents

may be requested of the Contractor to any level of detail as may be requested by the County. The Contractor may be asked to supply the County with copies (where possible) of disciplinary reports filed on behalf of any drivers.

B. Exposure to Wastewater

1. Wastewater is potentially hazardous to human health; the Contractor shall take all precautions necessary to protect the health of his workers and to protect the environment.

2. All employees working onsite are to have up-to-date immunizations for working in a wastewater treatment facility.

6. Lockout – Tag Out

1. The County will lockout and tag out all equipment that is removed from service in accordance with the procedures in place at the facility.

2. Contractor may not turn off equipment, close valves, and disconnect electric service, etc., without first requesting, in writing, permission from the County.

7. COMPENSATION

Jefferson County Purchase Order 2000067147 in the amount of \$119,800 (includes freight, shipping & handling) will cover the following:

Removal, disposal and replacement of high capacity carbon media for three (3) units at the Scotts Branch Pre-Treatment Facility (See Scope of Work on Page 1 of this contract).

8. TERMS OF PAYMENT

Net 30/full amount of Purchase Order 2000067147 – one payment of \$119,800.

9. INDEPENDENT CONTRACTOR

The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County shall not be obligated for same under this contract.

10. NON-DISCRIMINATION POLICY

Both parties agree that all services rendered under this contract shall be done so without regard to race, creed, color, sex, national origin, religion or handicap.

11. MISCELLANEOUS REQUIREMENTS

Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.

12. TERMINATION OF CONTRACT

This contract may be terminated by the County with a thirty (30) day written notice to the Contractor regardless of reason. Any violation of this contract shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.

13. LIABILITY

The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY. The Contractor shall indemnify and hold harmless the COUNTY, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.

14. AMENDMENT OF AGREEMENT

This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement shall be executed.

15. ASSIGNMENT

No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County.

Should Jefferson County authorize the Successful Bidder to subcontract (assign) any portion of this contract, the Successful Bidder shall maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Bidder must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, shall result in termination of the contract and/or legal ramifications, due to nonperformance.

16. SUBCONTRACTING

A. No portion of the contract may be subcontracted without the prior written approval of the County.

B. Should the County authorize the Contractor to subcontract (assign) any portion of this contract, the Contractor will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Contractor must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.

17. QUALITY ASSURANCE

CONTRACTOR shall use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work as specified in this Contract.

18. CANCELLATION

Failure to deliver as specified and in accordance with the Contractor's Bid Response submitted in response to ITB 181-11, including

promised delivery and completion date, shall constitute sufficient grounds for cancellation of the order at the option of the Jefferson County Commission.

19. INSURANCE

The Contractor shall maintain such insurance as shall protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death, which may arise from operations under this contract.

Insurance shall be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured, by endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance shall be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. The Contractor is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability

\$100,000 - Limit each occurrence

Umbrella Coverage

\$1,000,000 - Each occurrence

\$1,000,000 – Aggregate

Added Additional Insured By Endorsement

Jefferson County, Alabama

30 day(s) written cancellation notice

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

Evidence of insurance shall be furnished to the Purchasing Agent prior to the issuance of the purchase order and any commencement of work on County premises.

20. PROTECTION DAMAGE

The Contractor shall be responsible for any damage to property of the County or others caused by him/her, any employees or sub-contractors, and shall replace and make good such damage. The Contractor shall maintain adequate protection to prevent damage to his/her property and the property of others, and shall take all necessary precautions for his/her safety and the safety of others. The Contractor shall comply with all safety laws and regulations in effect within the locality.

21. DISCLAIMER OF LIABILITY

The County shall NOT hold harmless or indemnify the Contractor for any liability whatsoever.

22. HOLD HARMLESS AGREEMENT

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the company must effect and maintain

insurance from a company licensed to do business in the State of Alabama. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

23. COUNTY FUNDS PAID

Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.

24. INVOICING

All invoices must agree with the purchase order in description and price and include the following information:

1. Purchase Order Number;
2. Ship-to department name and address.

In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

Jefferson County Commission
Finance Department
Room 820 County Courthouse
716 Richard Arrington Jr. Blvd. North
Birmingham, Al 35203

*If invoice does not agree with purchase order, credits or a corrected invoice shall be required in order for the County to process payment. Invoices that do not reference an authorized Purchase Order shall be returned to the vendor.

25. TAX

Jefferson County is exempt from all tax. However, Contractor shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

26. GOVERNING LAW/DISPUTE RESOLUTION:

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division

27. STATEMENT REGARDING BANKRUPTCY:

Jefferson County filed for chapter 9 bankruptcy protection on November 9, 2011. The County filed for chapter 9 so it can pursue a readjustment of its debts under the protection of the federal bankruptcy laws. While it is in chapter 9, the County will continue to operate its business and affairs in the ordinary course. Maintaining business relationships with the County's vendors and suppliers is critical to the County's restructuring efforts. Accordingly, by executing this AGREEMENT, the Jefferson County Commission acknowledges that payment for services provided under this AGREEMENT will be paid in accordance with the terms of this AGREEMENT.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

CONTRACTOR:

Pure Air Filtration
Authorized Representative for Contractor
Jefferson County, Alabama
W. D. Carrington, President
Jefferson County Commission

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the reappointment of Marvin Fletcher to serve on the Forestdale Fire District Board for a five year term ending September, 2017, be and hereby is approved.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

JEFFERSON COUNTY COMMISSION
Finance Department
Unusual Demands
10/23/2012

Profit Ctr	Vendor #	Name	Text	Business Area	Amount	DocNo
DISTRICT 1	1002559	ALLIANCE COMMUNITY CENTER	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900064186
DISTRICT 1	1003585	QUEEN BROWN	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900064187
DISTRICT 1	1005369	PATTY TUMBUSH	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900064188
DISTRICT 1	1029341	VEOTIS MOORE	ELECTION CLEAN UP	GEN SVCS: ELECTIONS	40.00	1900064185
*DISTRICT 1					160.00	
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL TEST FEE & APPLICATION - BESSEMER	R&T: HWAY MAINT-BESS	65.00	1900064372
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CUSTOM FRAMING, NAILS NUTS, ROOF FELT, FUEL CELL	R&T: HIWAY MAINT-KETONA	173.49	1900064366
DISTRICT 2	1000193	JEFFERSON CO TREASURER	CDL TEST FEE & APPLICATION, 3/8" LATCHES (BESSEMER)	R&T: HWAY MAINT-BESS	104.16	1900064370
DISTRICT 2	1000193	JEFFERSON CO TREASURER	TURBINE VENT, CALK, ROOF FLASH (KETONA)	R&T: HIGHWAY MAINT-KETONA	135.20	1900064371
DISTRICT 2	1028273	SANDRA LITTLE BROWN	REIMBURSE LODGING DEPOSIT - TRAVEL CANCELLED	COMMISSIONER, DIST 2	185.00	1900064237
*DISTRICT 2					662.85	
DISTRICT 3	1000193	JEFFERSON CO TREASURER	TRANSITION BOX AND POLICE REPORT	INFO TECH: GEO INFO SYS	255.00	1900064284
DISTRICT 3	1000193	JEFFERSON CO TREASURER	ENVELOPES, BIND BOOKS, PAPER DISPENSE	TAX COLLECTOR-BHAM	661.46	1900064264
DISTRICT 3	1030145	GEORGE TABLACK	TEMPORARY LIVING EXPENSES	FINANCE ADMIN	6,291.68	1900064467
*DISTRICT 3					7,208.14	
DISTRICT 4	1000193	JEFFERSON CO TREASURER	EMA - CAD FOOD FOR HOSPITALITY ROOM	EMA	940.20	1900064367
*DISTRICT 4					940.20	
DISTRICT 5	1000193	JEFFERSON CO TREASURER	CLAMPS FOR SAMPLER HOSE	ES: LEEDS WWTP	6.81	1900064379
DISTRICT 5	1000193	JEFFERSON CO TREASURER	GASKETS FOR PRESSURE WASHER	ES: LEEDS WWTP	5.98	1900064378
DISTRICT 5	1000193	JEFFERSON CO TREASURER	RENEWAL OF GRADE IV CERTIFICATION	ES: LEEDS WWTP	40.00	1900064380
DISTRICT 5	1000193	JEFFERSON CO TREASURER	JEREMY CREEL'S ADEM GRADE IV RENEWAL	ES: SANITATION ADMIN	40.00	1900064369
DISTRICT 5	1000193	JEFFERSON CO TREASURER	POP-OFF VALVE FOR OFFICE HOT WATER HEATER	ES: CAHABA RIVER WWTP	39.25	1900064362
*DISTRICT 5					132.04	
**					9,103.23	

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Unusual Demands be approved. Voting "Aye" Stephens, Knight, Bowman and Carrington.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

For Week of 09/25/12 -10/01/12

RECOMMENDED FOR:

- COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM LABORATORY CORPORATION OF AMERICA HOLDINGS, BURLINGTON, NC, CONTRACT RENEWAL FOR LABORATORY TESTS, GENERAL-REFERRAL FOR CGMH FOR THE PERIOD OF 10/23/12 - 9/30/13. REFERENCE BID # 192-10 \$300,000.00 TOTAL
FORECASTED AMOUNT BY DEPARTMENT HEAD
- ENVIRONMENTAL SERVICES - VILLAGE CREEK ELECTRICAL SHOP FROM JIM HOUSE & ASSOCIATES, BIRMINGHAM, AL, PURCHASE ORDER FOR WORK ORDER #S7921-8 FOR FLYGT MUD WELL PUMP #3 - LABOR AND MATERIALS. MATERIALS/PARTS: \$12,939.00 AND LABOR: \$1,072.00. SAP PURCHASE ORDER # 2000067933 \$14,019.00 TOTAL REFERENCE BID # 193-10
- ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM WADE ENGLAND D/B/A WADES COLLISION REPAIR, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO NON-CONTRACT OPEN PURCHASE ORDER TO PAY INVOICES FOR AUTO BODY REPAIR ON AS NEEDED BASIS FOR THE PERIOD OF 10/01/11 - 9/30/12.
SAP PURCHASE ORDER # 2000061611 CHANGE ORDER \$2,500.00 PURCHASE ORDER \$6,500.00 TOTAL
- PACA MEMBERS AND JEFFERSON COUNTY FACILITIES FROM AAA SOLUTIONS, BIRMINGHAM, AL, RECOMMENDATION TO EXTEND CONTRACT FOR SIXTY (60) DAYS FOR PORTABLE TOILET RENTAL UNTIL NEW BID PROCESS IS COMPLETE. CONTRACT-PERIOD FROM: 10/15/11 - 10/14/12; CONTRACT PERIOD TO: 10/15/11-12/14/12. REBID UNDER 189-12 (CURRENTLY UNDER REVIEW). REFERENCE BID # 222-09

ESTIMATED EXPENDITURE \$1,250.00 TOTAL

5. ROADS AND TRANSPORTATION FLEET MANAGEMENT FROM NOVA-TEC, BIRMINGHAM, AL, CHANGE ORDER TO ADD FUNDS TO OPEN PURCHASE ORDER TO PAY INVOICES FOR AUTOMOTIVE PARTS ON AS NEEDED BASIS FOR THE PERIOD OF 10/1/11- 9/30/12. SAP PURCHASE ORDER # 2000059370 CHANGE ORDER \$ 2,500.00 PURCHASE ORDER \$14,000.00 --TOTAL
6. ENVIRONMENTAL SERVICES - VILLAGE CREEK ELECTRICAL WWTP FROM AMSCO, JASPER, AL, TO REPAIR WEMCO HYDRASTAL PUMP (INCLUDES LABOR & MATERIAL). CONTRACT PERIOD: 1/03/12 - 01/02/13. SAP PURCHASE ORDER # 2000068003 \$18,250.00 TOTAL REFERENCE BID # 59-12
7. COOPER GREEN MERCY HOSPITAL (RESPIRATORY) FROM ECG SCANNING, DAYTON, OH, CONTRACT RENEWAL FOR HOLTER & ARRHYTHMIA MONITORING SERVICES FOR THE PERIOD OF 10/01/12 - 09/30/13. REFERENCE BID # 176-11 FORECASTED AMOUNT \$7,000.00 TOTAL
8. COMMUNITY DEVELOPMENT FROM ADVANTAGE WASTE, WARRIOR, AL, CONTRACT RENEWAL FOR SEPTIC TANK INSTALLER FOR THE PERIOD OF 11/07/12 - 11/06/13. REFERENCE BID # 201-11 HISTORICAL COST \$32,000.00 TOTAL

AMENDMENT NO. 1

For Week of 09/25/12 -10/01/12

Amendment to change contract renewal date:

Amended From:

3. GENERAL SERVICES FROM OLYMPIA SPRINKLER INSTALLATION INCORPORATED, ONEONTA, AL, CONTRACT RENEWAL FOR FIRE SPRINKLER SYSTEM INSPECTION. CONTRACT PERIOD: 10/25/12 - 10/24/12. REFERENCE BID # 208-11 HISTORICAL COST \$58,201.46 TOTAL

Amended To:

3. GENERAL SERVICES FROM OLYMPIA SPRINKLER INSTALLATION INCORPORATED, ONEONTA, AL, CONTRACT RENEWAL FOR FIRE SPRINKLER SYSTEM INSPECTION. CONTRACT PERIOD: 10/25/12 - 10/24/13. REFERENCE BID # 208-11 HISTORICAL COST \$58,201.46 TOTAL

For Week of 10/02/12 -10/08/12

1. DISTRICT ATTORNEY - BESSEMER FROM US POSTAL SERVICE, BIRMINGHAM, AL, TO PURCHASE US POSTAL STAMPS FOR THE PERIOD OF 10/01/12 - 9/30/13. PURCHASE ORDER # 2000068070 \$6,952.00 TOTAL
2. JEFFERSON REHABILITATION AND HEALTH CENTER, COOPER GREEN MERCY HOSPITAL AND PACA MEMBERS FROM TURENNE PHARMEDCO, MONTGOMERY, AL, TO AWARD CONTRACT FOR NUTRITIONAL SUPPLEMENTS. CONTRACT PERIOD: 10/24/12 -10/23/13. REFERENCE BID # 174-12r \$15,000.00 TOTAL
PROJECTED EST. EXPENDITURE FOR FY13
3. YOUTH DETENTION: ADMINISTRATION FROM WHOLESALE COMMERCIAL LAUNDRY EQUIPMENT S.E., LLC, SOUTHSIDE, AL, TO PURCHASE COMMERCIAL WASHING MACHINE (ITEM #EM055P11021111). SAP PURCHASE ORDER # 2000068082 \$6,821.44 TOTAL
4. COOPER GREEN MERCY HOSPITAL AND YOUTH DETENTION CENTER FROM BUFFALO ROCK COMPANY, BIRMINGHAM, AL, CONTRACT RENEWAL FOR DISPENSING MACHINE SUPPLIES FOR THE PERIOD OF 10/01/12 - 9/30/13. REFERENCE BID # 124-1 OR HISTORICAL COST \$5,200.00 TOTAL
5. GENERAL SERVICES FROM ADI, BIRMINGHAM, AL, TO PURCHASE DVMR WITH NETWORKING FOR SURVEILLANCE PURPOSES. SAP PURCHASE ORDER # 2000067862 \$5,248.9 TOTAL
6. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM BECKMAN COULTER, BREA, CA, CONTRACT EXTENSION FOR HEMATOLOGY ANALYZER LEASE FOR THE PERIOD OF 10/01/12 - 9/30/13. \$6,038.59/MONTHLY (COVERS 2ND YEAR OF A SIXTY (60) MONTH LEASE AGREEMENT). REFERENCE BID # 204-10 \$72,463.08 TOTAL
CLARITY CONTRACT # CON-00001881
7. COOPER GREEN MERCY HOSPITAL (LABORATORY) FROM THERMOFISHER FINANCIAL, WALTHAM, MA, CONTRACT EXTENSION FOR CHEMISTRY ANALYZER LEASE FOR THE PERIOD OF 10/01/12 - 9/30/13. \$10,435.28/MONTHLY (COVERS 2ND YEAR OF A SIXTY (60) MONTH LEASE AGREEMENT). REFERENCE BID # 203-10R \$125,223.36 TOTAL CLARITY CONTRACT # CON-00001814
8. VARIOUS JEFFERSON COUNTY DEPARTMENTS AND PACA MEMBERS FROM BERNEY OFFICE SOLUTIONS, BIRMINGHAM, AL, TO AWARD CONTRACT FOR PRINTER SERVICES FOR THE PERIOD OF 10/01/12 - 9/30/13. REFERENCE BID # 173-12

9. GENERAL SERVICES DEPARTMENT FROM KONE INCORPORATED, BIRMINGHAM, AL, THIRD (3R^o) AND FINAL RENEWAL TO RENEW BLANKET AGREEMENT FOR ELEVATOR MAINTENANCE AND SERVICES ON AS NEEDED BASIS FOR THE PERIOD OF 11/01/12 - 10/31/13. SCHEDULED FOR REBID IN 2013. REFERENCE BID # 138-10
10. GENERAL SERVICES DEPARTMENT FROM PARTNERS ELEVATORS SERVICE INCORPORATED, BIRMINGHAM, AL, THIRD (3'D) AND FINAL RENEWAL TO RENEW BLANKET AGREEMENT FOR ELEVATOR MAINTENANCE AND SERVICES ON AS NEEDED BASIS FOR THE PERIOD OF 11/01/12 -10/31/13. SCHEDULED FOR REBID IN 2013. REFERENCE BID # 138-10
11. THE PERSONNEL BOARD OF JEFFERSON COUNTY FROM THE BIRMINGHAM NEWS, BIRMINGHAM, AL, PURCHASE ORDER FOR ADVERTISING SERVICES - RECOMMENDED FOR COMMUNITY DEVELOPMENT.

SAP PURCHASE ORDER # 2000068059 ESTIMATED \$10,000.00 TOTAL

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-871

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING EXCEPTIONS REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

For Week of 09/25/12 -10/01/12

1. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SOUTHERN ORTHOPEDICS, ATLANTA, GA, TO PAY INVOICES FOR ORTHO IMPLANTS AS PRESCRIBED AND IMPLANTED BY DR. J. FLOYD. ORDER PLACED BY MEMBER OF CGMH SURGICAL STAFF. SAP PURCHASE ORDER # 2000067974 \$9,597.00 TOTAL
2. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH 8 NEPHEW ENDOSCOPY, CHARLOTTE, NC, TO PAY INVOICES FOR ENDOSCOPY SUPPLIES AS PRESCRIBED AND IMPLANTED BY DR. J. FLOYD. ORDER PLACED BY MEMBER OF CGMH SURGICAL STAFF. SAP PURCHASE ORDER # 2000067973 \$1,138.97 TOTAL
3. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BACTERIN, BELGRADE, MT, TO PAY INVOICES FOR ORTHO IMPLANTS AS PRESCRIBED AND IMPLANTED BY DR. J. FLOYD. ORDER PLACED BY MEMBER OF CGMH SURGICAL STAFF. SAP PURCHASE ORDER # 2000067968 \$11,362.36 TOTAL
4. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM SMITH & NEPHEW ORTHOPEDICS, ATLANTA, GA, TO PAY INVOICES FOR ORTHO IMPLANTS AS PRESCRIBED AND IMPLANTED BY DR. J. FLOYD. ORDER PLACED BY MEMBER OF CGMH SURGICAL STAFF. SAP PURCHASE ORDER # 2000067975 \$16,225.19 TOTAL
5. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL (SURGERY) FROM BIOMET, WARSAW, III, TO PAY INVOICES FOR ORTHO IMPLANTS AS PRESCRIBED AND IMPLANTED BY DR. J. FLOYD. ORDER PLACED BY MEMBER OF CGM14 SURGICAL STAFF. SAP PURCHASE ORDER # 2000067967 \$33,036.00 TOTAL
6. EXCEPTION FOR JEFFERSON COUNTY CORONER FROM STELL CITY MORTUARY, SUMITON, AL, CONTRACT EXTENSION FOR CORPSE TRANSPORT / DEAD BODY PICK UP FOR THE PERIOD OF 10/01/12 - 12/31/12. REBID UNDER 162-12R (CURRENTLY UNDER EVALUATION). REFERENCE BID # 201-09 \$6,000.00 TOTAL
FORECASTED AMOUNT BY DEPARTMENT HEAD

For Week of 10/02/12 -10/08/12

1. EXCEPTION FOR COOPER GREEN MERCY HOSPITAL FROM MEDICAL INFORMATION TECHNOLOGY, CHICAGO, IL, CHANGE ORDER TO ADD FUNDS TO EXISTING PURCHASE ORDER TO PAY OUTSTANDING INVOICES FOR MAINTENANCE/SUPPORT FEES. SAP PURCHASE ORDER # 2000060649 CHANGE ORDER \$ 77,000.00
PURCHASE ORDER \$230,546.00 TOTAL

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-872

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Encumbrance Reports for the week of 9/25/12 - 10/1/12 and 10/2/12 - 10/8/12, be and hereby is approved.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-873

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Jim House & Associates to provide UV bulbs, ballast and accessories for County wastewater treatment facilities for the period October 9, 2012 - October 8, 2015 at a cost estimated to be \$135,000 for FY12-13.

CONTRACT NO. 4430

JEFFERSON COUNTY COMMISSION ENVIRONMENTAL SERVICE DEPARTMENT
TROJAN WASTE WATER TREATMENT SYSTEM

THIS AGREEMENT entered into this 9th October, by and between Jefferson County Alabama, hereinafter called "the County", and JIM HOUSE & ASSOCIATES located at 16 North 49th Street, Birmingham, AL 35222 called "the Contractor". The effective date of this agreement shall be October 9, 2012.

WHEREAS, the County desires to contract for Trojan Waste Water Treatment System to the Jefferson County Commission, hereinafter called "the County"; and

WHEREAS, the Contractor desires to furnish said Trojan Waste Water Treatment System to the Jefferson County Commission.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. ENGAGEMENT OF CONTRACTOR: The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. SCOPE OF SERVICES: This contract results from Jefferson County's Request Quote, dated June 28, 2012, for Trojan Waste Water Treatment System at various county WWTP locations.
3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:
The Contractor shall perform and carry out, in a satisfactory and professional manner, the following:
4. SCHEDULED WORK: No weekend scheduling or overtime will be involved.
5. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK: The Contractor shall be available to render services to Jefferson County Commission after the effective date of this Contract. The Contract term expires on October 8, 2015.
6. ASSIGNMENT: No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
- [sic] 8. GOVERNING LAW/DISPUTE RESOLUTION: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
9. STATEMENT OF CONFIDENTIALITY: Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
10. COMPENSATION: The Contractor shall be compensated for equipment rendered at a cost shown. (See Exhibit A entitled Pricing Schedule - on file in the Minute Clerk's office)
Pricing are guaranteed for the period of three (3) years providing the UV installation site is using genuine Trojan Parts. Freight is included in the price with the exception of the Acti-Clean Gel. Due to the hazardous material designation for shipping the Acti-Clean Gel an estimate of freight charges based on the number of units purchased will be provided at time of order.
11. Payment terms are Net 30 days after receipt of invoice. Pricing (Compensation) listed herein is guaranteed for the entire contract period. Any increase in pricing during this period will automatically terminate this contract.

12. ESCALATION/DE-ESCALATION: Prices quoted herein are guaranteed firm for thirty-six (36) months. Increases or decreases in prices must be in exact increments and contractor is required to furnish documentation from uv parts suppliers which indicate price increases. Jefferson County Commission will review all contract price increases, and if such price increases are not approved the County reserves the right to terminate or re-bid the contract in the best interest of the County. Contractor is required to notify the authorized purchasing agent (Melinda Cunningham) in writing at least thirty (30) days prior to the price change if applicable.
13. INDEPENDENT CONTRACTOR: The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for all applicable federal, state and local taxes, etc. and the County will not be obligated for same under this contract.
14. NON-DISCRIMINATION POLICY: Both parties agree that all services rendered under this contract will be done so without regard to race, creed, color, sex, national origin, religion or handicap.
15. MISCELLANEOUS REQUIREMENTS: Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
16. TERMINATION FOR CONVENIENCE: Upon Thirty (30) days written notice to the Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items): (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.
17. LIABILITY: The Contractor shall not, without prior written permission of the COUNTY specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the COUNTY.
18. AMENDMENT OF AGREEMENT: This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.
19. VIOLATION: Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.
20. COUNTY FUNDS PAID: Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement.
21. HOLD HARMLESS AND INDEMNIFICATION: Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed by a third party against or imposed upon County because of bodily injury, death or tangible property damage, real or personal, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.
22. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES CUSTOMER PURCHASES UNDER THIS AGREEMENT. BOTH PARTIES TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE VALUE OF THE PRODUCTS OR SERVICES PURCHASED BY CUSTOMER PURSUANT TO THIS AGREEMENT SUBJECT TO THE CLAIM.
23. PRODUCT WARRANTY: See Exhibit B

24. INSURANCE: The successful bidder will maintain such insurance as will protect him and the County from claim under Workmen's Compensation Acts, and from claims for damage and/or personal injury, including death. which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing agent not later than seven (7) day(s) after Purchase Order/contract date. Successful bidder is also required to include the bid number on the evidence of insurance.

Insurance Minimum Coverage

Contracting party shall file the following insurance coverage and limits of liability with the County's Human Resource Department and Purchasing Department before beginning work with the County.

General Liability

\$1,000,000 - Bodily injury and property damage combined occurrence

\$1,000,000 - Bodily injury and property damage combined aggregate

\$1,000,000 - Personal injury aggregate

Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

Automobile Liability

\$1,000,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Workers Compensation and Employers Liability

\$100,000 - Limit each occurrence

Umbrella Coverage

\$1,000,000 - Each occurrence

\$1,000,000 – Aggregate

Added Additional Insured By Endorsement

Jefferson County, Alabama

30 day(s) written cancellation notice

Certificate of Insurance shall include Jefferson County Bid and P. O. Number

Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the BID/RFP Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance

Statement of Compliance with Alabama Code Section 31-13-9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative

JIM HOUSE & ASSOCIATES

Wynn Echols, President

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

STAFF DEVELOPMENT

Multiple Staff Development	
Environmental Services - 2 participants	
Reflie Lucas	\$999.39
Daniel Robinson	\$606.39
46 th Surveying & Mapping Conference	
Montgomery, AL – October 17-19, 2012	
Sheriff's Office - 4 participants	
Herman Webb	\$704.90
Wendell Major	\$704.90
James West	\$704.90
Cynthia Mobley	\$704.90

Alabama Assn. of Polygraph Examiner's Annual Seminar
Orange Beach, AL – October 21-25, 2012

Individual Staff Development

Cooper Green Mercy Hospital Hoyt Cabaniss Alabama Society for Healthcare Engineering Annual Seminar Sandestin, FL – October 9-12, 2012	\$0.00
County Attorney Jeff Sewell CLE Seminar to obtain credit hours to maintain Bar license Birmingham, AL – September 21, 2012	\$349.00

For Information Only

Personnel Board Tiffany Owens Auburn University Engineering & Technical Expo Auburn, AL – September 17-18, 2012	\$745.26
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Motion was made by Commissioner Stephens seconded by Commissioner Knight that Staff Development be approved. Voting "Aye" Stephens, Knight, Bowman and Carrington.

BUDGET TRANSACTIONS

1. Jefferson Rehabilitation & Health Center \$0

Shift the following positions from Cooper Green Mercy Hospital to Jefferson Rehabilitation & Heath Center to reduce contract staffing needs: 2 Charge Nurses (Gr. 23) and a Staff Nurse (Gr. 21)

2. Cooper Green Mercy Hospital \$0

Shift the following positions from Jefferson Rehabilitation & Heath Center to Cooper Green Mercy Hospital due to the resignation of current stores personnel: 1 Administrative Assistant I (Gr. 10)

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Budget Transactions be approved. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-874

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama and Official Payments Holdings, Inc. (Tier Technology) to provide annual maintenance for Web Encore IVR software system for FY12-13 in the amount of \$3,570.

CONTRACT NO.: 00003033

Contract Amendment No. II

This Amendment to Contract entered into the 11th day of September, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Official Payments Holdings, Inc. (Tier Technology), hereinafter referred to as the "Contractor" to provide maintenance/support for the WebEncore System.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract between the parties referenced above, was approved by the Commission on December 28, 2010, is hereby amended as follows:

3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:
October 1, 2012 through September 30, 2013.

All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

Official Payments Holdings, Inc.

Authorized Signature

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-875

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama and Attachmate Corporation to provide annual maintenance for Databridge software which moves data from the mainframe to open systems servers for the period November 1, 2012 - October 31, 2013 in the amount of \$49,838. CONTRACT NO.: 00003084

Contract Amendment No. II

This Amendment to Contract entered into the 11th day of September, 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Attachmate Corporation referred to as the "Contractor" to provide maintenance, software support and data bridge hosting.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract results from Jefferson County's ITB No. 239-10. The contract between the parties referenced above, which was approved by the Commission on December 28, 2010 and recorded in Minute Book 161, Page 148-50 is hereby amended as follows:

- 3. TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:
November 1, 2012 through October 31, 2013.

All other terms and conditions of the original contract and contract amendment I remains the same.

WITNESS:

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

WITNESS:

Contractor

Authorized Signature

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-876

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama and Colossus, Inc. d/b/a InterAct Public Safety Systems to provide annual maintenance for Aether software for Sheriff's patrol cars mobile data system for the period April 1, 2012 - March 31, 2103 in the amount of \$31,368.60. CONTRACT NO.: 00003635

CONTRACT AMENDMENT NO. 11

This Amendment to Contract entered into the 6th day of September 2012, between Jefferson County, Alabama, hereinafter referred to as "the County, and Colossus, Incorporated d/b/a InterAct Public Safety Systems, hereinafter referred to as the "Contractor" to provide

Maintenance for Aether Software for the Sheriffs Patrol vehicles mobile data system.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract;

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

This contract results from Jefferson County's request for Bid No. 81-08. The original contract between the parties referenced above, which was approved by the Commission on February 9, 2010 and recorded in MB 159, Page 293; AND Amendment I approved on July 12, 2011 and recorded in MB 162; Page 49 is hereby amended as follows:

Amend Term of Contract: April 1, 2012 to March 31, 2013

Compensation in the amount of \$31,368.60.

All other terms and conditions of the original contract remains the same.

JEFFERSON COUNTY COMMISSION

W. D. Carrington, President

Jefferson County Commission

CONTRACTOR

Cindy Williams, General Counsel

Colossus, Incorporated d/b/a InterAct Public Safety Systems

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-877

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Shelby County, Alabama for rental space on the County 800 MHz tower located at Oak Mountain in the amount of \$1,000 annually.

LICENSE AGREEMENT

This License Agreement (the "Lease") entered into as of this 8th day of October, 2012, between Jefferson County, Alabama, whose address is 716 Richard Arrington Blvd. North, Room A-700, Birmingham, Alabama, 35203, hereinafter referred to as Landlord, and Shelby County, Alabama, whose address is, Shelby County Commission, CIO, 102 Depot Street, Columbiana, Alabama, 35051, hereinafter referred to as Tenant.

WITNESSETH:

Landlord hereby leases and demises to Tenant, and Tenant hereby rents from Landlord, the Leased Premises herein described upon the following terms and conditions:

- (1) **Leased Premises.** At or about N33 23 42 latitude, W86 39 46 longitude. The Leased Premises consist of floor space for three 19-inch equipment racks and a UPS inside the existing shelter and tower space on Landlord's tower for one VHF receive antenna at approximately the 80' level, two VHF transmit antennas at approximately the 60' level, one 6' microwave dish at approximately the 90', one 2' microwave dish at approximately the 80' level, and customary radio transmission lines, hanging hardware and grounding kits professionally installed on or near the tower (hereinafter, the "Equipment") at the Communications Site, 441 Crest Road, Birmingham, Alabama and being located substantially as depicted in Exhibit A, annexed hereto and made a part hereof.
- (2) **Access.** In addition to the foregoing, Landlord further grants to Tenant a non-exclusive license for pedestrian and vehicular ingress and egress to and from the Site over the designated access area to the Leased Premises as described in Exhibit A, on a 24 hour per day, 7 day per week basis, at any and all times for the purposes of installing, maintaining, operating, improving, replacing, repairing and removing the Equipment, together with a non-exclusive license to install, maintain, operate and repair utility lines, wires, cables, pipes, lines, or any other means of providing utility service, including, telephone and "backhaul" service, to the Leased Premises. Tenant's right of access shall be limited to authorized officers, employees, agents, contractors or subcontractors of Tenant, or persons under their direct supervision and to authorized officers, employees, agents, contractors or subcontractors of Tenant's affiliates, parents and subsidiaries.
- (3) **Term.** The term of the Lease shall be for a period of five (5) years commencing on the signed agreement date of this lease. At any time, Landlord may terminate this lease for any reason upon one hundred eighty (180) days prior written notice to Tenant. At any time, Tenant may terminate this lease for any reason upon sixty (60) days prior written notice to Landlord.
- (4) **Automatic Term Renewal.** The Term shall automatically extend for five (5) renewal periods of five (5) years each unless either party

~~provides written notice to the other of its election not to renew the term, at least ninety (90) days prior to the end of the current Term. The renewals shall be on the same terms and conditions applicable during the initial term (as shown on contract).~~

(5) Rent. Rental for the term of the lease shall be the sum of \$1,000.00 annually. Payment shall be made at the address shown above, or other address so requested by the Landlord, payable annually on or before the annual anniversary date of Lease. This amount may be negotiated annually to adjust for fluctuations in utility expenses.

(6) Use. Tenant may occupy the premises for the purpose of maintaining and operating the Equipment; and for any other related lawful purpose only with Landlord's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned, and shall, while occupying same, comply with all applicable laws, ordinances and regulations affecting same. Tenant's rights to use the Leased Space and the Site as contemplated under this Agreement shall also apply to Tenant's affiliates and public agencies under contract with Tenant.

(7) Structural Analysis. Tenant shall have an engineering analysis performed to determine whether the structural capacity of the tower is sufficient to accommodate the proposed Equipment. Such analysis shall be performed at the Tenants expense. Any modification to the tower required by the structural analysis shall be agreed upon by Landlord and Tenant and shall be performed a Tenants expense.

(8) Utilities. Landlord is responsible for all required utilities. Landlord agrees to provide operating electrical power to the Tenant's equipment rack according to the same standards and reliability requirements afforded to their own equipment in the leased premises.

(9) Taxes. Landlord shall pay all real estate taxes assessed against the land of the Leased Premises.

(10) Maintenance. Tenant accepts the Leased Premises "AS IS," and Landlord makes no warranties, express or implied, with respect thereto. Landlord will keep and maintain the Leased Premises and all improvements located thereon, and all appurtenances thereto, in good repair and safe, sanitary, and environmentally acceptable condition, ordinary wear and tear excepted, and in a way that will comply with applicable law and regulation governing the ownership and operation of the tower and the Site which are imposed on Landlord as a tower operator and lessee or owner of the Site (including all tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission and the Federal Aviation Administration. Tenant will conform with and do all things necessary to comply with every valid applicable law, regulation, order and requirement of any governmental authority relating to Tenant's use of the Leased Premises.

(11) Changes and Alterations. Tenant acknowledges that Landlord has leased, or may in the future lease, to other tenants portions of the tower that are being used for purposes similar to Tenant's use of the Leased Premises. Tenant covenants are not to interfere with any other tenant's use of leased premises that exist on the effective date of this contract. Tenant will not be obligated to relocate, modify, or remove any of the ground or tower equipment previously detailed and accepted in this contact in order for Jefferson County to accommodate any future Tenants. Landlord agrees to require this provision in any future agreements for use of the tower of Landlord.

(12) Casualty. In the event that the Site, or any part thereof, is damaged by fire or other casualty not caused by Tenant, Landlord shall have ninety (90) days from the date of damage, if the damage is less than total destruction of the Site, in which to make repairs, and one hundred and eighty (180) days from date of destruction, if the Site (including the tower structure) is destroyed, in which to replace the destroyed portion of the Site. If Landlord fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes Tenant's use of the Site as authorized under this Agreement, then Tenant may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Tenant's use of the Site is interrupted due to casualty; Tenant's sole remedy shall be abatement of the Basic Payment for the period during which Tenant's use of the Site is interrupted. In no event shall Landlord be liable to Tenant for damage to the Equipment or interruption or termination of Tenant's operations caused by force majeure events or acts of God. Tenant shall have the right to place a "cell on wheels" or "COW" on the Site, at a location acceptable to Landlord, and use it, without charge, to maintain its operations at the Site until such time as Landlord.

(13) Tenant's Self-Help. If Landlord at any time fails to perform any of its obligations under this Agreement, Tenant shall have the right, but not the obligation, upon giving the Landlord at least five (5) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of Landlord, and to take all necessary action to perform such obligations.

(14) Default. A breach of any of the covenants or conditions of this Lease continuing for more than thirty (30) days after written notice thereof from Landlord shall be deemed a default by Tenant under this Lease and lease may be terminated by Landlord at Landlord's option. In addition to all other remedies available at law or in equity, upon default by Tenant, Landlord may, at Landlord's option, terminate this Lease for default, in which event, Tenant shall remain liable for all Tenant's obligations under this Lease, and for such loss and damages as Landlord may sustain as a result of Tenant's breach of the Lease. A breach of any of the covenants or conditions of this Lease continuing for more than thirty (30) days after written notice thereof from Tenant shall be deemed a default by Landlord under this Lease and lease may be terminated by Tenant at Tenant's option.

(15) Notices. Notices hereunder shall be given by mailing, by registered mail or certified mail or overnight carrier, given upon and on the date of mailing. Jefferson County address for notices is Jefferson County Courthouse, A700, 716 Richard Arrington Jr Blvd. N, Birmingham,

AL 35203 Attn: Denise Trimmier, 205 325-5276. Shelby County address for notices is Shelby County IT Department, 102 Depot Street, Columbiana, Alabama 35051, 205-670-6999.

(16) Assignment. Tenant has no right to assign or sublet any portion of the Leased Premises outlined in this Lease, except that Tenant shall have the right to assign or sublet this Lease or any portion thereof to any entity which is a parent, subsidiary, subsidiary of a parent or other affiliate of Tenant, or to any entity which acquires all or substantially of Tenant's assets in the area of the Leased Premises, as long as, written notice of the assignment to one of the above is provided to Landlord.

(17) Expenses. In the event of any breach of any covenant, condition, or provision of this Lease by Tenant, Landlord may, after thirty (30) days' notice to Tenant, cure such breach for the account at the expense of Tenant. Tenant shall promptly reimburse Landlord for any expense, including reasonable attorney's fees, incurred as a result of any breach hereof by Tenant, or in enforcing any provision hereof. Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Leased Premises by Tenant.

(18) Response to Site. Shelby County agrees to provide response to the 9-1-1 Tower location in the event of alarm or disaster and notify Jefferson County of findings on site. This agreement is a Public Benefit to both the citizens of Jefferson and Shelby Counties.

(19) Miscellaneous. This lease shall be interpreted and enforced in accordance with the laws of the State of Alabama and shall be binding upon the parties, their successors and assigns. This Lease contains the complete agreement of the parties, and shall not be modified or amended except by written amendment hereto and shall supersede all prior agreements or leases. No waiver of any breach of covenant or condition herein shall be construed as a waiver of a covenant or condition itself or any subsequent breach thereof. The paragraph headings appearing in this Lease are for the purposes of easy reference and shall not be considered a part of this Lease or in any way to modify, amend or affect the provisions hereof.

(20) Governing Law: The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

WITNESS the following signatures and seals.

Jefferson County, Alabama
W. D. Carrington, President
Shelby County Commission

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-878

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute a Services Agreement between Jefferson County, Alabama and Motorola to provide hardware and software maintenance on the 800 MHz public safety system, radio and logging systems for FY2012-2013 in the amount of \$688,076.43.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-879

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the District I reappointment of Brenda Watkins to serve on the Vacation Leave Bank Committee for a three-year term ending September, 2015, be and hereby is approved

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-880

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute Amendment No. II to the agreement between Jefferson County, Alabama and Picis, Inc. to provide maintenance and support for medCREDENTIALS, medQM, medSCRIPT and HL interface for medmined Full Package Interface for FY2011-2012 in the amount of \$25,035.33.

CONTRACT NO.: CON-00003425

Contract Amendment II

This Amendment to Contract entered into the 1st day of October, 2010, between Jefferson County, Alabama d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "the County, and PICTS, Inc., hereinafter referred to as the "Contractor" to provide Maintenance and Support Services for medCREDENTIALS, medQM, medSCRIPT and HL-Interface for medmined Full Package Interface.

WITNESSETH:

WHEREAS, the County desires to amend the Contract; and

WHEREAS, the Contractor wishes to amend the Contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

The contract agreement between the parties which was approved by the Commission on May 27, 2008 and recorded in Minute Book 156, Page 56-57; Amendment I -Contract No 1798 approved February 22, 2011; MB 161; Page(s) 264-265 is hereby amended as follows:

Contract Period: October 1, 2011 to September 30, 2012

Module Description: Maintenance and support Services for medCREDENTIALS, medQM, medMined Full Package Interface and medSCRIPT

Compensation: \$ 25,035.33

All other terms and conditions of the original contract remains the same.

COOPER GREEN MERCY HOSPITAL

Dr. Sandral Hullett, MD

CEO/Medical Director

CONTRACTOR

Paul A. Jalbert, SVP & Controller

PICIS, INC.

JEFFERSON COUNTY, ALABAMA

W. D. Carrington, President

Jefferson County Commission

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-881

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and Alabama Institute for the Deaf & Blind to provide sign language interpreter services for the period May 11, 2012 - September 30, 2013 in the amount of \$4,500.

INTERPRETER SERVICE AGREEMENT

Name of Regional Center: AIDB Birmingham Regional Center Phone: 205-328-3989

Regional Center Address: 220 34th Street South Fax: 205-323-3691

Birmingham, AL 35222

The following is an Interpreter Services Agreement between Cooper Green Mercy Hospital and the Alabama Institute for Deaf and Blind, Birmingham Regional Center (AIDB).

1. The Alabama Institute for Deaf and Blind, Birmingham Regional Center, agrees to:
 - A. Provide a qualified interpreter, pending availability, upon 48 hours notice from the requesting agency to our Adult Services Interpreter Coordination Department.
 - B. Contact the requesting agency eight (8) hours prior to a scheduled appointment if an interpreter is not available.
 - C. Coordinate the billing information from the requesting agency.
 - D. Handle all disbursements due to an interpreter upon the completion of a particular assignment.
 - E. Notify the AIDB Finance and Accounting Office to bill the agency (ne 30 days) based upon the amount of hours that an interpreter provides interpreting services.
2. Cooper Green Mercy Hospital agrees to:
 - A. Request interpreter services at least two (2) working days prior to the scheduled appointment time when possible.
 - B. Provide the time, place, date of appointment, name and telephone number of a contact person, deaf consumer's name and the

type of interpreting situation.

C. Pay the AIDB Finance and Accounting Office at the rate of \$45.00 per hour. The time will be billed in quarter hour increment following the first hour. There is a one (1) hour minimum per assignment, per interpreter. Billing will begin at the confirmed scheduled appointment time.

D. Request two interpreters for interpreting assignments that are more than two hours long and where interpreting must be continued steadily (example: Lectures and presentations).

E. Pay the minimum one (1) hour service fee in the event the deaf consumer does not show up for the appointment unless otherwise arranged. .

F. Give at least a 24-hour notice of cancellation. If notice is not given at least 24 hours in advance, the agency may be charged the full rate unless otherwise arranged.

This agreement may be canceled at the request of either party, provided that 30 days' notice is given.

This agreement begins upon signature and will automatically renew on October 1 annually.

It is so agreed on this 11th day of May, 2012.

Larscene Turk
AIDB Regional Director

Cooper Green Mercy Hospital
Sandra Hullett, MD CEO/ Medical Director
Jefferson County Commission
W.D. Carrington, President

Addendum

1. This contract is entered into by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital and ALABAMA INSTITUTE FOR DEAF AND BLIND (AIDB).

2. Terms of Agreement: The term of this Agreement shall begin on the date the contract is signed by the Jefferson County Commission President. The contract term ends September 30, 2013 and may be renewed at the County's option for two additional years.

3. Governing Law

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham.

4. Termination for Convenience

Upon Thirty (30) days written notice to Contractor, the County may without cause and without prejudice to any other right or remedy to the County, elect to terminate the Agreement. In such case the Contractor shall be paid (without duplication of items) : (1) for completed and acceptable work executed in accordance with the Agreement prior to the effective date of termination, including fair and reasonable sums for such work; (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work; and (3) for reasonable expenses directly attributable to termination, excluding loss of anticipated revenue or other economic loss arising out of or resulting from such termination.

5. Assumption of Risk. Hold Harmless Indemnification.

Contractor acknowledges that Contractor, Contractor's agents, and Contractor's employees are not agents or employees of Hospital for any purpose and is not entitled to any type of leave, insurance, or other employee benefit from Hospital. Contractor shall not represent itself to any third party as an agent or employee of Hospital. Each Party agrees to indemnify and hold harmless the other Party (to the extent allowed under applicable law and liability coverage) from and against any and all claims, loss, damages, liability, costs, expenses, judgments or obligations resulting from the negligent act, failure to act or willful misconduct of the indemnifying Party, its employees, partners, officers or agents.

6. NON-ASSIGNMENT. Vendor may not assign the services furnished under this Agreement to any third party without the prior written permission of CGH.

Terry Graham, President
Alabama Institute for Deaf and Blind

Cooper Green Mercy Hospital
Sandra Hullett, MD CEO/ Medical Director
Jefferson County Commission
W.D. Carrington, President

7. SECTION CONTROLS CONFLICTING AMENDMENT PROVISIONS (SURVIVAL):

To the extent the provisions contained in this AMENDMENT contradict, are inconsistent, or are in conflict with any prior agreements between the County and the "contractor", including any Work Orders executed pursuant to this Agreement, this AMENDMENT supersedes any conflicting or inconsistent provisions of any prior agreement and is controlling to the extent necessary to resolve such conflict or inconsistency. Any and all provisions in a prior agreement not inconsistent with the AMENDMENT will remain valid and binding.

Alabama Institute for Deaf/ Cooper Green Mercy Hospital Jefferson Count
Blind

Terry Graham, President
Alabama Institute for Deaf and Blind

Cooper Green Mercy Hospital
Sandra Hullett, MD CEO/ Medical Director
Jefferson County Commission
W.D. Carrington, President

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye"
Stephens, Knight, Bowman and Carrington.

Oct-23-2012-882

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an amendment to the agreement between Jefferson County, Alabama and Board of Trustees of the University of Alabama for the University of Alabama Hospital and the University of Alabama Health Services Foundation, P.C. to provide inpatient/outpatient services to be performed at UAB for procedures that are not performed at CGMH for FY2011 in the amount of \$1,090,916 and FY 2012 in the amount of 2,600,000 (\$3,690,916 total).

CONTRACT AMENDMENT

This amendment to the 2010-2011 Preferred Provider Agreement effective October 1, 2010 ("Contract"), by and between Jefferson County Commission d/b/a Cooper Green Mercy Hospital, hereinafter referred to as "The Hospital," and the Board of Trustees of the University of Alabama for the University of Alabama Hospital and the University of Alabama Health Services Foundation, P.C., hereinafter referred to collectively as the "Contractor," is hereby entered into on as follows:

WITNESSETH:

WHEREAS, the Jefferson County Commission desires to amend the Contract; and,

WHEREAS, the Contractor desires to amend this Contract.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

1. The Contract between the parties entered on the 1st day of October, 2010, which was approved by the Jefferson County Commission on January 11, 2011, and recorded in Minute Book 161; Page(s) 162-167, is hereby amended, effective October 1, 2011, as follows:

a. Section 10: Extend the completion date of this Contract from October 1, 2011 to September 30, 2012.

b. Section 2.1: Delete Section 2.1 and Replace with the following:

"COVERED SERVICES means those HOSPITAL and FOUNDATION SERVICES, not provided by COOPER GREEN MERCY HOSPITAL and its' medical staff, that will be provided to BENEFICIARIES at HOSPITAL, UAB Spain Rehabilitation Hospital, UAB Center for Psychiatric Medicine, The Kirklin Clinic, and other clinics of HOSPITAL and FOUNDATION located in HOSPITAL and FOUNDATION facilities, including but not limited to Obstetrical services. HOSPITAL and FOUNDATION will not be required to provide COVERED SERVICES to any BENEFICIARY that are not offered by HOSPITAL and FOUNDATION. COVERED SERVICES do not include HOSPITAL and FOUNDATION facilities, equipment, professional or technical services provided at COOPER GREEN MERCY HOSPITAL or other sites operated by COUNTY and provided under affiliation agreements between COOPER GREEN MERCY HOSPITAL or JEFFERSON CLINIC, P.C. and HOSPITAL or FOUNDATION. These contracts and agreements include but are not limited to the list shown as Attachment B."

c. Attachment B: Delete Attachment B and replace with the following:

"Attachment B

The Jefferson County Commission d/b/a The Cooper Green Hospital

Exclusions:

Solid Organ Transplants and Bone Marrow Transplants

Affiliation Agreements under which UAB Residents treat patients on-site at either The Cooper Green Hospital, at Jefferson Clinic, P.C., or other satellite clinics as specified in the Affiliation Agreements.

The exclusions include any Affiliation Agreement with a UAB Health Services Foundation Department that is current."

d. All other terms and conditions remains the same.

2. Payment of Outstanding Amounts Due. The Hospital and/or the County will forward payment for past due amounts to Contractor as follows:

a. Fiscal Year 2011 Reconciliation Payment. Parties agree that County owes \$504,169 to UAB Hospital and \$586,747 to Health

Services Foundation for the FY 2011 Reconciliation, for a total of \$1,090,916. County will make six monthly payments of \$97,792 to Foundation and \$84,028 to Hospital, totaling \$181,820 each month. The first payment will be made no later than 20 days after execution of this Agreement. The remaining payments will be made no later than the first day of each month.

b. Fiscal Year 2012 Payment.

i. Prepayments. Parties agree that County owes \$900,000 to HSF and \$1,700,000 to UAB Hospital for all four quarters of FY 2012, per the terms of the Agreement. County agrees to pay \$150,000 to HSF and \$283,333.33 to UAB Hospital per month for a period of six months, commencing within twenty days of signing this agreement. The remaining payments will be made no later than the first day of each month.

ii. Reconciliation Payment. The County will pay Contractor \$500,000 within twenty days of signing this Agreement as a credit against reconciliation payments due pursuant to Section 2.5 of the Agreement.

Jefferson County Commission

W.D. Carrington

President

The Board of Trustees of the

University of Alabama for the

University of Alabama Hospital

Will Ferniany, PhD - CEO, UAB Health System

Michael R. Waldrum, CEO, University of Alabama Hospital

Cooper Green Mercy Hospital

Sandral Hullett, MD

CEO/Medical Director

University of Alabama Health

Services Foundation, P.C.

Reid Jones, Executive Vice President

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-883

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the liquor application submitted by Paradise Fuel Inc., applicant; Hussein Mawani, President/Store Manager; d/b/a/ Rock Creek Quick Mart located at 6683 Warrior River Road, Bessemer, Alabama 35023 for an 050 - Retail Beer (Off Premise Only) and 070 - Retail Table Wine (Off Premise Only) license, be and hereby is approved.

Oct-23-2012-884

WHEREAS, Jefferson County, Alabama has contracted All Temps System, Inc. in an effort to provide temporary personnel to fill critically as-needed positions at The Board of Registrar until the upcoming elections in November are complete; and

WHEREAS, Jefferson County Commission initially capped the contract amount for The Board of Registrar at \$15,000.00 in January, 2012; and

WHEREAS, The Board of Registrar is dependent upon temporary staffing agencies for major elections such as the Presidential election; and

WHEREAS, the current cap of \$15,000.00 for All Temps System, Inc. is inadequate to continue current operations; and

WHEREAS, The Board of Registrar needs approval to spend an additional \$22,000 on the All Temps System, Inc. contract; bringing the capped amount to \$37,000.00 for the 2012 term of the contract; and

WHEREAS, Probate has money in its budget for elections and does not require "new money".

NOW, THEREFORE BE IT RESOLVED by the Jefferson County Commission that the current cap of \$15,000.00 for All Temps System, Inc. is increased to \$37,000.00 for the 2012 term of the contract and The Board of Registrar is hereby authorized to spend the said amount for staffing services from All Temps System, Inc.

BE IT FURTHER RESOLVED by the Jefferson County Commission that the Chief Financial Officer is hereby authorized and directed to issue checks for services provided by All Temps System, Inc. as invoices are presented not to exceed \$37,000.00 for the 2012 term of the contract.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-885

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission hereby acknowledges its understanding of the following described matter and approves or ratifies the action of JOE KNIGHT as its representative on the Jefferson County Emergency Management Agency (“EMA”) Council.

Sub-Grantee Agreements with Alabama Emergency Management Agency to provide federal funds for installation of safe rooms.

- a. Hazard Mitigation Grant # 1971-445 - 16 residential safe rooms - \$65,424
- b. Hazard Mitigation Grant # 1971-432 - 23 residential safe rooms - \$98,450
- c. Hazard Mitigation Grant # 1971-427 - 25 residential safe rooms - \$104,050
- d. Hazard Mitigation Grant # 1971-470 - 4 residential safe rooms - \$15,971

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting “Aye” Stephens, Knight, Bowman and Carrington.

Oct-23-2012-886

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the following agreement between Jefferson County, Alabama and the District Attorney and Deputy District Attorney Amanda Kistler to have the County provided compensation, pension contribution and health insurance amounts paid directly to the Office of Prosecution Services and merged with State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

AGREEMENT

RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Agreement, the parties establish an option for the District Attorneys and the Deputy District Attorneys to elect to have the County provided compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: As used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys Offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 86% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

* In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

- 1) By execution below, the Deputy District Attorney hereby elects to have his County-provided compensation/benefits paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
- 2) By execution below, the District Attorney hereby endorses and approves the above election of the Deputy District Attorney.
- 3) The County hereby agrees to make monthly payments of the County-provided compensation/benefits directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the Deputy District Attorney on the OPS payroll.
- 4) The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., the annual step raises and promotions for Deputy District

Attorneys and changes in insurance coverage and the amount paid by the State.

- 5) This Agreement may be terminated by any party upon two months prior written notice to the other parties.
- 6) The effective date of this Agreement shall be July 1, 1999, or upon the effective date of the undersigned DDA's election, if later.

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA
 W. D. Carrington, President
 Jefferson County Commission
 Brandon K. Falls, District Attorney
 Birmingham Division
 Amanda Kistler, Deputy District Attorney
 Birmingham Division

AMENDMENT AGREEMENT
 WITNESSETH

IN CONSIDERATION OF THE PREMISES, the Agreement between Jefferson County (the County), the District Attorney, and the Deputy District Attorneys of October, 1999, approved by County Commission Resolution No. Sept. 29-99 No. 1274, Minute Book 125, page 531, is hereby amended as follows:

Paragraph (3), page 2, is amended to read:

- (3) The County hereby agrees to make the quarterly payments in advance, no later than the 10th day of the months January, April, July and October of each year, of the County-provided compensation/ benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.

IN WITNESS WHEREOF, the parties have executed this Amendment Agreement as reflected below.

JEFFERSON COUNTY, ALABAMA
 W. D. Carrington, President
 Jefferson County Commission
 Brandon K. Falls, District Attorney
 Amanda Kistler, Deputy District Attorney

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-887

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute the First Amendment to Inter-Cooperative Agreement between Jefferson County, Alabama, the Sheriff of Jefferson County, Alabama, the City of Birmingham, Alabama, The Board of Trustees of The University of Alabama for The University of Alabama Hospital at Birmingham and University Hospital to provide care for the mentally ill for the period October 1, 2011- September 30, 2013 in the amount of \$550,000 (per contract cover sheet).

FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT
 INTER-COOPERATION AGREEMENT FOR CARE OF THE MENTALLY ILL

This FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT is hereby entered into on . 2012, by and between Jefferson County , Alabama, the Sheriff of Jefferson County, Alabama, and the City of Birmingham, Alabama (hereinafter referred to collectively as "the Consortium"), and The Board of Trustees of The University of Alabama for The University of Alabama Hospital at Birmingham and University Hospital (hereinafter referred to as "Hospital"), as follows:

WITNESSETH:

WHEREAS, the Consortium and the Hospital entered into a "Professional Services Contract Inter-Cooperation Agreement for Care of the Mentally III" having an effective date of February 1, 2011 (the "Contract") under which the Hospital agreed to provide care and evaluation of suspected mentally disturbed persons pending initiation of commitment proceedings in accordance with Alabama Act 353 (1975) and the Consortium agreed to provide funding for such services; and

WHEREAS, Section 3 of the Contract provides that the Contract term is February 1, 2011 through September 30, 2011, and may be extended, at the Consortium's option, for two (2) additional one-year periods, not to exceed a total term of three (3) years; and

WHEREAS, the Consortium desires to extend this Contract for two (2) additional one-year periods, with the first period effective

October 1, 2011 through September 30, 2012 and the second period effective October 1, 2012 through September 30, 2013; and

WHEREAS, the parties desire to make additional amendments to the Contract in order to correct certain technical errors and to ratify and confirm that the Contract was entered into pursuant to authority granted under Act No. 1969-916, Acts of Alabama (the "Act"), which authorizes the County and the City to make the most efficient use of their respective powers by enabling them to cooperate with each other and with the State on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development, of the County and the City.

NOW, THEREFORE, upon and in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Contract is hereby extended for two (2) additional one-year periods, with the first period effective October 1, 2011 through September 30, 2012 and the second period effective October 1, 2012 through September 30, 2013.

2. Section 4 of the Contract is amended by adding the following as subsection C. thereto:

"C.

In no event shall the total amount of the City's obligation for the time periods from October 1, 2011, through September 30, 2012, and from October 1, 2012 through September 30, 2013, exceed Three Hundred Seventy Five Thousand and No/100 Dollars (\$375,000.00) per twelve (12) month period."

3. Section 5 of the Contract is amended by changing the word "Contractor" to "Hospital" each place it appears, to read as follows:

"5. WARRANTY Hospital warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and Is duly authorized and in good standing to conduct business in the State of Alabama, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Hospital has been duly authorized to act for and bind Hospital."

4. Section 9 of the Contract is amended by adding the word "neither" after the word "that" and the phrase "nor the City" after the word "County" in the final line thereof, to read as follows:

"9. INDEPENDENT CONTRACTOR The Hospital acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Hospital is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that neither the County nor the City will not be obligated for same under this contract."

5. Section 10 of the Contract is amended by adding the following paragraph thereto:

"The Hospital and the County acknowledge and agree that the City, as a matter of public policy, encourages minority- and women-owned business participation to the maximum extent possible. This policy includes Historically Under-utilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs."

6. Section 12 of the Contract is hereby deleted in its entirety and the following is substituted in lieu thereof::

"12. TERMINATION OF CONTRACT This contract may be terminated by Jefferson County and or by the City of Birmingham with a thirty (30) day written notice to the other parties, regardless of reason. Any violation of this contract shall constitute a breach and default of this contract. Upon such breach, the County or the City shall have the right to immediately terminate this contract and withhold further payments. Such termination shall not relieve the Hospital of any liability to the County or the City for damages sustained by virtue of a breach by the Hospital."

7. Section 16 of the Contract is amended by changing the words "the Consortium" to "all of the parties" and by deleting the final sentence which reads "A written request must be made to the Consortium and an amended agreement will be executed" to read as follows:

"16. AMENDMENT OF AGREEMENT This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid unless amended by written instrument which has been executed or approved by all of the parties. Any such amendment shall be attached to and made a part of this Contract."

8. The following is added to the Contract as Section 19:

"19. IMMIGRATION LAW COMPLIANCE. Each of the parties represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-595, as amended, (the "Act") and that during the performance of this Contract, such party shall participate in the E-Verify program and shall verify every employee that is required to be verified according to applicable federal rules and regulations."

9. The following is added to the Contract as Section 20:

"20. GENERAL PROVISIONS. The parties do not intend to create a separate legal entity to conduct the transactions contemplated by this Contract and the administration of the undertakings shall be by the Consortium and the Hospital, as provided in this Contract. Any of the funds belonging to the City or the County which are not due and owing to the Hospital and which have not been expended upon the

expiration of the term of this Contract shall be retained by such party upon termination of the Contract."

10. Except to the extent amended hereby, all terms and conditions of the original Contract remain the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

CONSORTIUM:

Jefferson County, Alabama

W.D. Carrington

President, Jefferson County Commission

Mike Hale, Sheriff

ATTEST:

CITY OF BIRMINGHAM, ALABAMA

Lee Frazier, City Clerk

William A. Bell, Sr., Mayor

Approved as to Form by Law Department:

Assistant City Attorney

HOSPITAL:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA FOR UNIVERSITY OF ALABAMA HOSPITAL

William Ferniany, PhD

CEO, UAB Health System

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-888

WHEREAS. The Jefferson County Commission and the City of Birmingham entered into a month-to-month contract for animal control services with BJC Animal Control Services, Inc., beginning October 1, 2007; and

WHEREAS, said month-to-month contract requires the parties to give thirty (30) days notice prior to termination of said contract.

NOW THEREFORE BE IT RESOLVED that the JEFFERSON COUNTY COMMISSION hereby approves the extension of the aforementioned contract for an additional thirty (30) days.

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Communication was read from Roads & Transportation recommended the following;

1. AT&T Corporation to install 316' of buried cable on Valleydale Road and Cyrus Circle in Inverness
2. AT&T Corporation to install 1,794' of buried cable on McAshan Drive in McCalla
3. Warrior River Water Authority to install 620' of 2" water main on Glaze Drive off Taylors Ferry Road

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the Utility Permits be approved. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-889

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is authorized to execute an agreement between Jefferson County, Alabama and the City of Mulga to use County forces to clean out drainage pipe under the roadway. This is a revenue generating agreement.

CONTRACT FOR SERVICES ROADWAY

This Agreement is entered into this 28 day of September, 2012, by and between Jefferson County, Alabama, a political subdivision of the State of Alabama, (hereinafter called "the County"), and the City of Mulga, Alabama, a municipal corporation, (hereinafter called "the City").

WHEREAS, certain thru-roads located within the municipal limits of the City have been determined by the City to be in need of immediate repair, maintenance and/or improvement as more particularly described in the Schedule of Work attached hereto (the "Schedule of Work"); and

WHEREAS, the City desires to contract with the County to purchase certain roadway maintenance services from the County; and

WHEREAS, the County and the City desire to cooperate with one another to cause the Schedule of Work to be performed at the earliest practicable date.

NOW THEREFORE IN CONSIDERATION OF THE ABOVE AND BELOW, the City and County do mutually agree as follows:

Section 1. Performance of Work. The County will cause the Schedule of Work (attached hereto as Exhibit "A") to be performed either by its own forces or by one or more third parties but in any event in compliance with any and all rules, laws and regulations applicable to its undertaking, performance and completion of the Schedule of Work, including but not limited to, DOT regulations, public bid laws, and the related authority of any governmental body exercising jurisdiction (separately, concurrently or otherwise) over the parties and/or the undertakings of the parties pursuant hereto.

Section 2. Cost. The County will provide roadway maintenance service in accordance with the labor, material and equipment price terms which are attached hereto as Exhibit A (on file in the Minute Clerk's office). The estimated cost for the proposed Scope of Work is \$1,030.00.

Each party shall maintain true and accurate books of account and records relating to the cost of the Schedule of Work supported by cancelled checks, vouchers, receipts, certificates, invoices, warrants, purchase orders and similar documentation, all which shall be open to inspection and copying by the parties and their duly authorized representatives upon reasonable notice, and at reasonable hours during normal business days.

Section 3. Payment. At least five (5) days prior to the commencement of any services by the County, the City shall pay to the County \$0.00, the estimated cost for materials outlined in the Scope of Work. The City will reimburse the County for equipment and labor costs within thirty (30) days of invoicing of the same.

Section 4. No Inference of Control. Neither party's execution of this Agreement nor the performance of its undertakings hereunder shall in any way constitute an admission, acceptance or indicia of control of the roadways identified in the Schedule of Work notwithstanding any course of dealing or performance to the contrary.

Neither the City nor the County does by these presents assume any risk, liability or further responsibility for the roadways identified in the Schedule of Work except as otherwise expressly provided herein.

Section 5. Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement shall be terminated and of no further effect in the event that the respective governing bodies for either party fails to approve appropriations for the funds otherwise necessary to allow the party to fulfill its future obligations hereunder.

This contract may be terminated by the County with a five (5) day written notice to the other party regardless of reason. In the event the County terminates the contract for convenience, the County shall reimburse the City the difference between advance payments received by the County for materials not used prior to the effective date of the termination. Additionally, the City agrees to reimburse the County: (1) for completed and accepted work executed in accordance with the Agreement prior to the effective date of termination; and (2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Agreement in connection with any uncompleted work.

Anything in this Agreement to the contrary notwithstanding, either party may immediately suspend any and all work to be performed hereunder in the event that such party is not paid or reimbursed by the other party for the cost of the work within thirty (30) days of invoicing of the same.

Section 6. Authority. Each of the parties hereto does hereby represent and warrant that it has taken all necessary action for the approval of this Agreement and that the signature of its representative below has been duly authorized and is binding upon such party. Each of the parties hereto does further represent and warrant that this Agreement shall be enforceable against such party upon the execution hereof by such party's duly authorized representative.

Section 7. Indemnification. To the extent permitted by law, each party hereto shall indemnify, defend and hold harmless the other party from and against all claims, charges, demands, costs, judgments, injuries, expenses and liabilities of whatever nature, including, without limitation, attorney's fees, court costs and expenses of litigation, arising from, related to, or caused by (indirectly or directly), the acts or omissions (whether intentional, willful, grossly negligent or negligent) of such party.

Section 8. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred

in any way by either party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 9. Notices. All notices and other communications required or permitted to be given under this agreement shall be in writing and shall be delivered either by (i) hand delivery, (ii) a recognized overnight courier who maintains verification of delivery (deemed to be received on a date delivered), (iii) United States mail, registered or certified, postage prepaid, return receipt requested (deemed received three (3) days after such mailing), or (iv) electronic mail (deemed received on the date sent providing the electronic mail was properly addressed and disclosed the number of pages transmitted and that the transmission report produced indicates that each of the pages of the electronic mail were received at the correct account) to each of the respective parties as follows:

If to the City: City of Mulga, Alabama
 Attention: Miranda Black, City Clerk
 City of Mulga
 P.O. Box 549 Mulga, AL 35118
 mulgawaterandgas@charter.net (Electronic Mail)

If to the County: Jefferson County, Alabama
 Attention: Mr. E. Wayne Sullivan, Director
 A200 Jefferson County Courthouse
 716 Richard Arrington Jr. Boulevard North
 Birmingham, AL 35203
 sullivanw@jccal.org (Electronic Mail)

Either party may change its address at any time by written notice to the other party in the manner set forth above.

Section 10. Governing Law. The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County, Alabama, Birmingham Division.

Section 11. Force Majeure. Neither party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 12. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 13. No Third Parties Benefitted. This Agreement is made and entered into solely for the benefit of the City and the County, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 14. Further Assurances. Each party hereto shall take any and all reasonable actions as may be necessary or appropriate from time to time to effectuate the provisions of this Agreement.

Section 15. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender. The captions used herein are for convenience and shall not control interpretation of the text.

Section 16. Authority. Each individual signing on behalf of a party hereto represents and warrants that he or she is authorized by such party to execute this Agreement on behalf of such party.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JEFFERSON COUNTY, ALABAMA

W. D. CARRINGTON, President

CITY OF MULGA, ALABAMA

DENNIS McCRARY, Mayor

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye"

Oct-23-2012-890

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute the attached License Agreement between Jefferson County and Altadena Valley Presbyterian Church on Lots @ Cahaba River Trunk Sewer to Caldwell Mill Road. This agreement permits the church to use this property as a public park. Jefferson County is not currently using the surface and the church has agreed to maintain the property. This license shall become effective October 1, 2012 and shall expire October 1, 2017 for said period of five (5) years with a cancellation clause with thirty days written notice.

CAHABA RIVER TRUNK SEWER TO CALDWELL MILL ROAD
LICENSE AGREEMENT

This License, entered into this 1st day of October, 2012 is made and entered into by and between the ALTADENA VALLEY PRESBYTERIAN CHURCH, INC., hereinafter referred to as "Licensee" and; JEFFERSON COUNTY, ALABAMA, hereinafter referred to as "Licensor"

WITNESSETH:

WHEREAS, Licensee wishes to use Licensor's property located at 4600 Old Looney Mill Road in unincorporated Jefferson County (Parcel ID: 28-34-1-3-8.3) as shown on EXHIBIT A, attached hereto (on file in the Minute Clerks office); and more particularly described below, for the express use as a public park (name: Altadena Park):

WHEREAS, Licensor is willing to issue a real estate license to the Licensee upon the following terms and conditions:

- (1) Licensor, in consideration of the payment of a fee as hereinafter set forth, and in further consideration of the covenants of Licensor, as hereinafter expressed to be kept and performed, hereby grants unto Licensee the right to use the entire parcel for use exclusively as a public park.
- (2) Licensee shall not construct, place or allow the construction of any permanent structures upon this property as this may interfere with Licensor's right to reenter the property for maintenance or construction of sanitary sewer facilities on subject property. The only improvements to be part of said public park that will be allowed on subject property and covered by this agreement are as follows: walking path, fence, park benches (said park improvements covered by this agreement shown in detail on EXHIBIT A, attached hereto). Licensee must not impede the Licensor's ability to maintain or operate sanitary sewer facilities located on subject property. Also, if at any time in the future, Licensor must perform any work on said sanitary sewer facilities located on subject property that results in damage to said park improvements, Licensor will not be responsible for said damage and the Licensee will be responsible for repairing said damage as well as any cost related to such. Furthermore, said park improvement repairs cannot be performed until such time the Licensor has completed all of said work on said sanitary sewer facilities.
- (3) By signing this agreement, Licensee affirms, for the duration of said agreement, that the name of said public park is "Altadena Park" and that there will be no future name change for as long as said agreement is in effect.
- (4) This license shall become effective on the 1st day of October, 2012 and shall expire on the 1st day of October, 2017. Said period of five (5) years hereinafter referred to as the "License Term". At the completion of five (5) years, said license may be renewed at the option of the Licensor.
- (5) In lieu of cash compensation to the Licensor, the Licensee will be responsible for the maintenance, including all related costs associated with such, of subject property. Licensee will maintain subject property in a condition at all times satisfactory to Licensor (keep the property clean and free of litter, junk, trash and debris and further agrees to control weeds, shrubs, grass and trees in order to keep the property in a neat and tidy appearance at all times). Specifically, mowing of grass on subject property should be performed at a minimum of twice per month from the month of March thru the month of October while the removal of all paper, plastic, metal, trash or other debris including accumulated leaves and fallen branches be performed prior to each mowing. All weed, drainage and erosion control ordinances will be met at the expense of the Licensee. Furthermore, Licensee must protect all adjacent properties from any soil erosion as well as trash or debris caused by the construction/installation of said public park as well as the continued future maintenance of said public park.
- (6) Licensor shall not be held liable for any claims for damage which may arise on account of the exercise by the Licensee of the rights herein granted; and Licensee shall defend, indemnify and hold Licensor harmless from all loss, claim, damage and expense of every nature, including attorney's fees and other legal costs, to which Licensor may be subject on account of the exercise by Licensee, of any of its rights hereunder or on account of any act, errors or omissions by Licensee, its servants, agents, employees or contractors, including any failure to comply with the provisions of Paragraph/Condition (13) below.

- (7) Insurance certificates shall be required as well as provided by/held by the contractor(s) performing any work necessary on subject property for said public park on behalf of Licensee. Said insurance certificates must be made available to Licensor before any work begins in the amounts of a) \$ 1,000,000 for each occurrence involving bodily injury or property damage; b) \$2,000,000 general aggregate. Licensee agrees to require said contractor(s) to name Licensor as an insured party in the contractor(s) insurance certification section of the foregoing insurance policies.
- (8) Insurance certificates shall be required as well as provided by/held by the Licensee regarding said public park on subject property for as long as said agreement remains in effect. Said insurance certificates must be made available to Licensor before the date that said agreement becomes effective in the amounts of a) \$ 1,000,000 for each occurrence involving bodily injury or property damage; b) \$2,000,000 general aggregate. Licensee agrees to name Licensor as an insured party in the insurance certification section of the foregoing insurance policies.
- (9) Licensee accepts full responsibility for any and all damages to said sanitary sewer facilities as a result of the construction/installation of said public park as well as the continued future maintenance of said public park. Extreme caution must be exercised so as to not damage said sanitary sewer facilities. If any damage is done to said sanitary sewer facilities during the construction/installation of said public park as well as the continued future maintenance of said public park, it will be the responsibility of Licensee to provide and pay all costs for a Jefferson County Environmental Services Department pre-qualified contractor to perform any and all necessary repair(s) and/or replacement of said sanitary sewer facilities including bypass pumping and ancillary cost, at the Licensor's direction. Furthermore, in the event of any damage to said sanitary sewer facilities, Licensee must provide a performance bond sufficient in amount to pay for the repair(s) and/or replacement of said sanitary sewer facilities. Furthermore, Licensee is responsible for any costs of the cleanup of any sewage spill(s) that may occur as a result of said damage to said sanitary sewer facilities as well as be responsible for any fines assessed by the Alabama Department of Environmental Management and the U.S. Environmental Protection Agency that are related to said spill(s).
- (10) This License is subject to all existing easements whether recorded or unrecorded, or over, upon or across said Premises for roads, railroads, telephone lines (or cables), telegraph lines, electric power transmission lines, and pipe lines of every nature.
- (11) This License and Licensee's rights hereunder are subject to all applicable zoning and subdivision regulations. Licensee shall have the right to make application for and receive zoning adjustments, if necessary, to permit Licensee's use of the Premises, but Licensee shall not have the right to apply for, consent to or secure the rezoning of the Premises from its present classification without the prior specific written consent of Licensor. Licensee shall comply with all laws, ordinances and regulations applicable to the Licensee's use of the Premises and shall, at its expense, procure all necessary licenses and permits required by local, state, or federal governments or agencies.
- (12) Licensee shall not suffer or permit any mechanics' or material men's liens to be filed against the Premises or other property of the Licensor by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to the Licensee or any contractor or subcontractor of the Licensee. If any mechanics' or material men's lien is filed against the Premises or other property of the Licensor, then the Licensee shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the Licensor with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to the Licensor. If the Licensee learns of any claim or action pertaining to mechanics' or material men's liens with respect to the Premises or other property of the Licensor the Licensee shall give prompt notice of the same to the Licensor.
- (13) Either party hereto shall have the right to terminate this License at any time by giving unto the other party notice in writing of the intention so to do; and at the expiration of thirty (30) days after receipt of such written notice, this License shall terminate, and Licensee shall thereupon peaceably surrender to Licensor possession of the Premises.
- (14) At the expiration of this License or the earlier termination thereof as herein provided and upon compliance with all the covenants and conditions in this License, Licensee shall have thirty (30) days in which to remove all structures placed by it on the Premises, and the surface of said land after such removal shall be left by Licensee, at its expense, in substantially the same condition as it was at the time of the making. Licensee shall remove all litter, junk, trash and debris.
- (15) For said consideration, Licensor further grants to Licensee the right or license to install, maintain, or use utilities in locations approved by the Licensor to serve the Premises, and the right to permit such installation by appropriate utility company provided that any such permit shall be subject to Licensor's rights as set out herein, and shall terminate not later than the expiration or termination of this License, and shall be subject to cancellation any time upon not less than thirty (30) days notice to the utility company or supplier by either Licensor or Licensee when utility service is no longer desired. Licensor reserves the right to permit installation of utilities and across the Premises to serve others, together with such rights of ingress and egress for itself and others as may be reasonably necessary in the installation and maintenance thereof, provided that such installation and maintenance thereof shall not unreasonably interfere with Licensee's use of the Premises.
- (16) This License shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves, but Licensee shall not assign or transfer the rights herein granted without the written consent of the Licensor.
- (17) The parties agree that this License Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said License Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this License Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue

over all disputes arising under this License Agreement shall be the Circuit Court of Jefferson County, Alabama.

(18) By signing this agreement, Licensee affirms, for the duration of said agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if said Licensee is found to be in violation of said federal immigration law, Licensee shall be deemed in breach of said agreement and shall be responsible for all damages resulting therefrom.

(19) Licensee is responsible for all costs whatsoever including but not limited to construction/installation, damages, lawsuits, environmental fines associated with this agreement as it relates to said public park at no cost to Licensor.

(20) Contact Information: Altadena Valley Presbyterian Church
4660 Caldwell Mill Road
Birmingham, AL 35243
Stephen W. Klose, Deacon
(205) 427-5420
Jefferson County - Roads and Transportation Department
Right of Way Division
Mike Key, Chief Land Acquisition Agent
Suite A-200 Courthouse
716 Richard Arrington Jr. Blvd North
Birmingham, AL 35203
(205) 325-5398

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day of ,2012.

ALTADENA VALLEY PRESBYTERIAN CHURCH, INC.

Calvin C. Martin, Jr.

Chairman of the Board

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-891

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of Environmental Services, the President of the Commission is hereby authorized to execute a License Agreement between Jefferson County and the City of Morris for renewal of an existing license on property owned by Jefferson County. This agreement permits the City of Morris to maintain and use a Police and Fire Training Facility at the Morris Kimberly Waste Water Treatment Plant Site. This license shall become effective October 1, 2012 and shall expire October 1, 2017 for said period of five (5) years with a cancellation clause with ninety (90) days' written notice to terminate.

LICENSE AGREEMENT

This License, entered into this day of , 2012 is made and entered into by and between the CITY OF MORRIS, hereinafter referred to as "Licensee" and; JEFFERSON COUNTY, ALABAMA, hereinafter referred to as "Licensor"

WITNESSETH:

WHEREAS, Licensee wishes to use Licensor's property located in Kimberly and unincorporated Jefferson County, and more particularly described below, for the express use as a Police and Fire Training Facility:

WHEREAS, Licensor is willing to issue a real estate license to the Licensee upon the following terms and conditions:

(1) Licensor, in consideration of the payment of a fee as hereinafter set forth, and in further consideration of the covenants of Licensor, as hereinafter expressed to be kept and performed, hereby grants unto Licensee the right to use the entire parcel as well as the 5 acre site at the center of the parcel for use exclusively as a Police and Fire Training Facility the parcel of land of the Licensor as shown on the attached Exhibit "A" and being more particularly described as follows:

Entire Parcel

All of the South 1/2 of Section 35, Township 14 South, Range 3 West lying east of Interstate 65 right-of-way and south of the Locust

Fork of the Warrior River and south of Turkey Creek.

The North ½ of the NE ¼, the North ½ of the NW ¼, the SW ¼ of the NW ¼, the NW ¼ of the SW ¼ of Section 2, Township 18 South, Range 3 West, bounded by the Interstate 65 right-of-way on the west, Turkey Creek on the east and south and the north right-of-way line of Sardis Road on the south.

All that portion of the SE ¼ of the NW ¼ of Section 2, Township 15 South, Range 3 West that lies North of Turkey Creek.

All that portion of the SE ¼ and the SW ¼ of the NE ¼ of Section 2, Township 15 South, Range 3 West that lies North of Turkey Creek. Containing 179.67 acres, more or less.

Police and Fire Training Facility Site description:

A parcel of land lying in the southwest corner of the NE¼ of the NW¼ of Section 2, Township 15 South, Range 3 West, Jefferson County, Alabama, being 466.6 feet in length and 466.6 feet in depth and containing 5.00 acres, more or less.

(2) The Police and Fire Training Facility including the following structures and facilities, shall be located on the above described "Police and Fire Training Facility Site"

One: 12 station, 50 yard pistol range;

One: fire training burn tower;

One: portable classroom/administrative office;

Two: steel storage containers;

Bleachers;

Parking for 20 cars and 2-3 fire engines; and

Site utilities (sanitary to be handled with portable "construction site" tank system).

(3) This license shall become effective on the 1st day of October, 2012 and shall expire on the 30th day of September, 2017. Said period is hereinafter referred to as the "License Term".

(4) Licensee shall pay to Licensor an annual cash fee hereunder, the sum of ----One and No/100's---- Dollars (\$1.00), due on or before the 1st day of October, of each year of the license term, as to which fee Licensee hereby waives all right to claim exemption under the constitution and laws of the State of Alabama or any other state.

(5) Licensee shall be permitted to construct and or install temporary structures upon said Police and Fire Training Facility Site. Permanent structures shall not be constructed on the premises.

(6) Licensee shall maintain the premises in a condition at all times satisfactory to Licensor (keep the property clean and free of litter, junk, trash and debris and further agrees to control weeds, shrubs, grass and trees in order to keep the property in a neat and tidy appearance at all times).

(7) Licensee shall provide security for the entire premises as described in paragraph (1) above. The Police and Fire Training Facility shall not be open to the general public.

(8) Licensor shall not be held liable for any claims for damage which may arise on account of the exercise by the Licensee of the rights herein granted; and Licensee shall defend, indemnify and hold Licensor harmless from all loss, claim, damage and expense of every nature, including attorney's fees and other legal costs, to which Licensor may be subject on account of the exercise by Licensee, of any of its rights hereunder or on account of any act, errors or omissions by Licensee, its servants, agents, employees or contractors, including any failure to comply with all provisions of this Agreement.

(9) This License is subject to all existing easements whether recorded or unrecorded, or over, upon or across said Premises for roads, railroads, telephone lines (or cables), telegraph lines, electric power transmission lines, and pipe lines of every nature.

(10) This License and Licensee's rights hereunder are subject to all applicable zoning and subdivision regulations. Licensee shall have the right to make application for and receive zoning adjustments, if necessary, to permit Licensee's use of the Premises, but Licensee shall not have the right to apply for, or consent to secure the rezoning of the Premises from its present classification without the prior specific written consent of Licensor. Licensee shall comply with all laws, ordinances and regulations applicable to the Licensee's use of the Premises and shall, at its expense, procure all necessary licenses and permits required by local, state, or federal governments or agencies.

(11) Licensee shall not suffer or permit any mechanics' or materialmen's liens to be filed against the Premises or other property of the Licensor by reason of any work, labor, services, materials or equipment supplied or claimed to have been supplied to the Licensee or any contractor or subcontractor of the Licensee. If any mechanics' or materialmen's lien is filed against the Premises or other property of the Licensor, then the Licensee shall promptly, after notice of filing, either (i) cause the same to be discharged of record by deposit in court or by the issuance of a bond; or (ii) furnish the Licensor with indemnification or other security against loss or damage arising from the lien in form and substance satisfactory to the Licensor. If the Licensee learns of any claim or action pertaining to mechanics' or materialmen's liens with respect to the Premises or other property of the Licensor the Licensee shall give prompt notice of the same to the Licensor.

(12) Either party hereto shall have the right to terminate this License at any time by giving unto the other party notice in writing of the intention so to do; and at the expiration of ninety (90) days after receipt of such written notice, this License shall terminate, and Licensee shall

thereupon peaceably surrender to Licensor possession of the Premises. In the event of cancellation of this License by the Licensor, any unearned portion of the annual fee will be promptly refunded to Licensee. Should Licensee request cancellation of this License, any unearned portion of the annual fee will be refunded only if Licensee is denied access to the Premises due to unforeseeable circumstances or in the event that federal, state or local statutes or laws are instituted that require removal of the structures prior to the end of the License Term.

(13) At the expiration of this License or the earlier termination thereof as herein provided and upon compliance with all the covenants and conditions in this License, Licensee shall have ninety (90) days in which to remove all structures placed by it on the Premises, and the surface of said land after such removal shall be left by Licensee, at its expense, in substantially the same condition as it was at the time of the making. Licensee shall remove all litter, junk, trash and debris (including debris from the use of firearms i.e., ammunition, shell casings, cartridges and bullets) from the Premises. Licensee shall remove and properly dispose of all soil contaminated by the use of the Premises for the Police and Fire Training Facility, including but not limited to any lead from ammunition from the ground. If Licensee fails to restore lands and remove said structures, or in default thereof, Licensor may remove said structures and restore lands of the Premises at the sole expense and liability of Licensee.

(14) Licensee shall have no right to cut or remove any timber except such as may be necessary in its use of the Premises, and Licensee shall pay to Licensor the fair market value of any timber damaged, destroyed, cut or removed hereunder.

(15) Licensor retains the right to enter upon the Premises for all necessary, legitimate, governmental and public purposes including, but not limited to stream and/or soil sampling, physical inspection of the property as to upkeep, and any other activity deemed beneficial or necessary by the Licensor.

(16) For said consideration, Licensor further grants to Licensee the right or license to install, maintain, or use utilities in locations approved by the Licensor to serve the Premises, and the right to permit such installation by appropriate utility company provided that any such permit shall be subject to Licensor's rights as set out herein, and shall terminate not later than the expiration or termination of this License, and shall be subject to cancellation any time upon not less than ninety (90) days' notice to the utility company or supplier by either Licensor or Licensee when electrical service is no longer desired. Licensor reserves the right to permit installation of utilities on and across the Premises to serve others, together with such rights of ingress and egress for itself and others as may be reasonably necessary in the installation and maintenance thereof, provided that such installation and maintenance thereof shall not unreasonably interfere with Licensee's use of the Premises.

(17) This License shall inure to and be binding upon the respective successors and assigns of the parties hereto as well as the parties themselves, but Licensee shall not assign or transfer the rights herein granted without the written consent of the Licensor.

(18) Statement of Compliance with Alabama Code Section 31-13-9.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

(19) The parties agree that this License Agreement is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said License Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this License Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this License Agreement shall be the Circuit Court of Jefferson County, Alabama.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day of _____, 2012.

WITNESS:

CITY OF MORRIS

Craig Drummonds, Mayor

WITNESS:

JEFFERSON COUNTY, ALABAMA

W.D. Carrington, President

Jefferson County Commission

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-892

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that upon the recommendation of the Director of Roads and Transportation and the Director of General Services, the President of the Jefferson County Commission is hereby authorized to execute a Contract Agreement and Statutory Warranty Deed to Alabama Power Company for the sale of county property located at 2220 Rev. Abraham Woods Blvd. North for the appraised sum of Five Hundred Eighty-Five Thousand, and No/100 (\$585,000) Dollars.

Sales Agreement

Date:

The undersigned Purchaser(s) Alabama Power Company hereby agrees to purchase and the undersigned Seller(s) Jefferson County, Alabama hereby agrees to convey the following described lot(s) or other unimproved land and appurtenances thereto (the "Property") situated in the City of Birmingham, County of Jefferson, State of Alabama, subject to the terms stated below:

Address: 2220 Rev. Abraham Woods Blvd. and legally described as The South 130 feet of the East One/Half of Lot 7 and the South 130 Feet of Lot 8, in Block 4, all according to the Survey of the City of Birmingham as made by the Elyton Land Company.

Conveyance will be made subject to easements, restrictions, right of way records, and subject to property taxes for the current year.

1. THE PURCHASE PRICE shall be \$585,000, payable at closing in addition to the cost of the appraisal, being \$2,500. Total due at closing \$587,500.
2. TITLE INSURANCE: The Purchaser shall to their own satisfaction acquire any title insurance they require and it is noted the Purchaser has researched the title and is satisfied with same.
3. PRORATIONS: Ad valorem taxes, as determined on the date of closing, to be prorated between Seller and Purchaser as of the date of delivery of the deed. UNLESS OTHERWISE AGREED HEREIN, ALL AD VALOREM TAXES EXCEPT MUNICIPAL ARE PRESUMED TO BE PAID IN ARREARS FOR PURPOSES OF PRORATION; MUNICIPAL TAXES, IF ANY, ARE PRESUMED TO BE PAID IN ADVANCE.
4. CLOSING & POSSESSION DATES: The sale shall be closed and the deed delivered on or before October 22, 2012, except Seller shall have a reasonable length of time in which to perfect title or cure defects in the title to the Property. Possession is to be given on delivery of the deed.
5. CONVEYANCE: Seller agrees to convey the Property to Purchaser by STATUTORY WARRANT DEED.
6. CONDITION OF THE PROPERTY: SELLER MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING CONDITION OF THE PROPERTY EXCEPT TO THE EXTENT EXPRESSLY AND SPECIFICALLY SET FORTH HEREIN. Purchaser has the obligation to determine, either personally or through or with a representative of Purchaser's choosing, any and all conditions of the Property material to Purchaser's decision to buy the Property, including without limitations, subsurface condition, including the present or absence of sinkholes, mining activity, wells, or buried tanks and other objects, soils condition; utility and sewer or septic tank availability and condition. Except as otherwise stated in this Contract, Purchaser accepts the Property in its present "as is" condition.
7. SELLER WARRANTS that Seller has not received notification from any lawful authority regarding any assessments, pending assessments, pending public improvements, repairs, replacements, or alterations to the Property that have not been satisfactorily made. Seller warrants that there is not unpaid indebtedness on the Property except as described in this Contract. These warranties shall survive the delivery of the deed.

PURCHASER:

Witness to Purchaser

SELLER:

Witness to Seller

THIS INSTRUMENT WAS PREPARED BY:

SEND TAX NOTICE TO:

GREGORY M. KEY
A-200 COURTHOUSE
BIRMINGHAM, AL 35203

ALABAMA POWER COMPANY
ATTN: AD VALOREM TAXES 5S-0150
P. O. BOX 2641
BIRMINGHAM, AL 35291

CORPORATION FORM

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of FIVE HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$585,000) to the undersigned Grantor JEFFERSON COUNTY, ALABAMA in hand paid by ALABAMA POWER COMPANY the receipt whereof is acknowledged, we, the said Grantors do grant, bargain, sell, and convey unto the said Grantee the following described real estate, situated in Jefferson County, Alabama, to wit:

A PIECE, PARCEL OR TRACT OF LAND SITUATED, LYING AND BEING AT THE NORTHWEST CORNER OF THE INTERSECTION OF 8TH AVENUE AND 23RD STREET NORTH, IN THE CITY OF BIRMINGHAM, JEFFERSON COUNTY, AND STATE OF ALABAMA, TO WIT:

THE SOUTH 130 FEET OF THE EAST ONE-HALF OF LOT 7 AND THE SOUTH 130 FEET OF LOT 8 IN BLOCK 4, ALL ACCORDING TO THE SURVEY OF THE CITY OF BIRMINGHAM AS MADE BY THE ELYTON LAND COMPANY.

NOTE: THIS SURVEY HAS NEVER BEEN RECORDED AND IS NOT AVAILABLE FOR RECORDATION.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAY OF RECORD.

SUBJECT TO PROPERTY TAXES FOR THE CURRENT YEAR.

Situated in Jefferson County, Alabama.

To have and to hold the said above-described property unto the said party of the second part, together with all and singular the

tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and unto their heirs and assigns forever.

IN WITNESS WHEREOF, _____ have hereunto set _____ hand (s) and seal (s) this _____ day of _____, 2012.

Attest:

W. D. CARRINGTON, PRESIDENT
JEFFERSON COUNTY COMMISSION

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Oct-23-2012-893

WHEREAS, the County of Jefferson Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPBH-9802(088) TOPICS - Phase VIII Roadway Intersection and Signal Improvements.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution.

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

N/A

- Please refer to: Site # 1 Montevallo Road @ Mayfield Avenue - Plan and Profile (Sheets 4 -6)
- Please refer to: Site # 3 Green Valle Rd @ Crosshaven Drive - Plan and Profile (Sheets 7 - 10)
- Please refer to: Project Notes (Sheet 2J)
- Please refer to: Traffic Control Plan Notes (Sheet 2K)
- Please refer to: Sequence of Construction ad Traffic Control Plan (Sheets 38 - 451)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way, nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted; nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to

promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration, prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied, access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the 23rd day of October, 2012

ATTEST

County Clerk

W. D. Carrington

Commission President

Motion was made by Commissioner Stephens seconded by Commissioner Knight that the above resolution be adopted. Voting "Aye" Stephens, Knight, Bowman and Carrington.

Thereupon the Commission Meeting was recessed.

The Commission reconvened in regular session Monday, October 29, 2012, at 9:00 a.m. with the following members present:

- District 1 - George F. Bowman
- District 2 - Sandra Little Brown
- District 3 - James A. (Jimmie) Stephens
- District 4 - Joe Knight
- District 5 - David Carrington

A quorum being present the President stated that the next order of business is to consider the following item.

Commission Carrington stated that an opinion from the County Attorney that an Executive Session is appropriate for the Commission to discuss with counsel the legal ramifications of and legal opinions for pending litigation.

Motion was made by Commissioner Stephens seconded by Commissioner Knight to convene an Executive Session. Voting "Aye" Stephens, Knight, Bowman, Brown and Carrington.

Commissioner Carrington stated that the Regular Commission Meeting would not reconvene.

Thereupon the Commission Meeting was recessed.

The Commission met in Work Session on October 29, 2012, and approved the following item to be considered at the reconvened Regular Commission Meeting of October 23, 2012.

- Commissioner Carrington, Administrative Services Committee - resolution to revise the Jefferson County sewer rate structure.

The Commission heard a presentation from our sewer rate consultant, Eric Rothstein on his revenue recommendations. The Commission also heard from UAB Professor Dr. Stephanie Rauterkus on the economic impact of sewer rates. David Denard, Director of Environmental Services answered questions from the Commissioners.

The Commission reconvened in regular session Tuesday, November 6, 2012, at 10:00 a.m. with the following members present:

- District 2 - Sandra Little Brown
- District 3 - James A. (Jimmie) Stephens
- District 4 - Joe Knight
- District 5 - David Carrington

A quorum being present the President stated that the next order of business is to consider the following item.

A Public Hearing was held on to receive comments regarding revision of the Jefferson County sewer rate structure. After comments

from Gilda Walker, David Russell, Rev. Ronnie Williams, Donna Fortner, Maralyn Mosley, Olivia Martin and John Estes, the Commission took the following action.

Nov-6-2012-894

RESOLUTION OF THE JEFFERSON COUNTY COMMISSION

WHEREAS,

A. On November 15, 1948, the Constitution of the State of Alabama was amended by the Jefferson County Sewer Amendment ("Amendment 73"), see R-2067, pertaining to the operation, repair, improvement, and management of the Jefferson County sanitary sewer system (the "System");

WHEREAS,

B. Amendment 73 vests "[t]he governing body of Jefferson county" with "full power and authority to manage, operate, control and administer" the System, "and, to that end, [to] make any reasonable and nondiscriminatory rules and regulations fixing rates and charges, providing for the payment, collection and enforcement thereof, and the protection of its property," R-2067;

WHEREAS,

C. The Jefferson County Commission (the "Commission") is the governing body of Jefferson County, Alabama (the "County") referenced in Amendment 73;

WHEREAS,

D. On September 19, 1949, Act Number 619, 1949 Ala. Acts 949, *et seq.* ("Act 619"), see R-2068-77, a supplement to Amendment 73, became effective by its terms;

WHEREAS,

E. Act 619 restates and confirms that the Commission has full "power to maintain and operate" the System and to levy and collect "sewer rentals or service charges" from "the persons and property whose [sewage] is disposed of or treated by the [System]," R-2069 (Act 619 §§ 2, 4);

WHEREAS,

F. Act 619 provides that the Commission "shall prescribe and from time to time when necessary revise a schedule of [sewer rates and charges] which shall . . . be such that the revenues derived therefrom will at all times be adequate but not in excess of amounts reasonably necessary [(i)] to pay all reasonable expenses of operation and maintenance of the [System], including reserves and insurance; [(ii)] to make any necessary or appropriate replacements, extensions or improvements [to the System; and (iii)] to pay punctually the principal of and interest on any bonds issued by the County pursuant to [Amendment 73]," R-2070-71 (Act 619 § 6(a));

WHEREAS,

G. Act 619 directs that sewer rates and charges "shall, as nearly as may be practicable and equitable, be uniform throughout the county for the same type, class and amount of use or service of the [S]ystem, and may be based or computed either on the consumption of water on or in connection with the real property served, making due allowance for commercial use of water or for water not entering the [S]ystem, or on the number and kind of water outlets on or in connection with such real property, or on the number and kind of plumbing or sewerage [sic] fixtures or facilities on or in connection with such real property, or on the number of persons residing or working on or otherwise connected or identified with such real property, or on the capacity of the improvements on or connected with such real property, or on any other factors determining the type, class and amount of use or service of the [S]ystem, or on any combination of any such factors, and may give weight to the characteristics of the sewerage [sic] and other wastes and any other special matter affecting the cost of treatment and disposal thereof . . .," R-2070 (Act 619 § 5);

WHEREAS,

H. Act 619 creates a five-member Board of Arbitration, appointed by the Commission, with jurisdiction to hear and determine challenges to sewer rates "by any user of the [System]," R-2071-73 (Act 619 § 6(b));

WHEREAS,

I. All five seats on the Board of Arbitration are currently vacant, and are due to be filled by the Commission;

WHEREAS,

J. Although all bonded indebtedness authorized or contemplated by Amendment 73 and Act 619 has been fully repaid and is no longer outstanding, the Alabama Supreme Court has ruled that the powers vested in the Commission with respect to the System by Amendment 73 and Act 619 continue to apply notwithstanding such repayment and satisfaction of bonded indebtedness, see *Jefferson County v. City of Birmingham*, 55 So. 2d 196 (Ala. 1951); *Opinion of the Justices*, 251 So. 2d 755 (Ala. 1971); *Shell v. Jefferson County*, 454 So. 2d 1331 (Ala. 1984); *Jefferson County v. City of Leeds*, 675 So. 2d 353 (Ala. 1995);

WHEREAS,

K. On May 11, 1982, the Commission adopted the Jefferson County Sewer Use/Pretreatment Ordinance, which ordinance has been amended from time to time thereafter, most recently on March 31, 2009 (as amended, the "Sewer Use and Pretreatment Ordinance"), R-1786-1834, and which ordinance (as well as the System generally) is administered on a day-to-day basis by the County's Environmental Services Department ("ESD");

WHEREAS,

L. On December 9, 1996, in a consolidated civil action styled *R. Allen Kipp, Jr., et al. v. Jefferson County, Alabama, et al.*, Case No. 93-G-2492-S (N.D. Ala.) (the "Kipp Litigation"), the United States District Court for the Northern District of Alabama entered a consent decree (the "Consent Decree") obligating the County to, *inter alia*, "eliminat[e] further bypasses and unpermitted discharges of untreated wastewater containing raw sewage to the Black Warrior and Cahaba River Basins," "eliminat[e] sewer system overflows," "achiev[e] full compliance with [the County's] NPDES permits," and "achiev[e] full compliance with the Clean Water Act," 33 U.S.C. §§ 1251, *et seq.* (the "Clean Water Act"); see also Michael D. Floyd, *A Brief History of the Jefferson County Sewer Crisis*, 40 *Cumb. L. Rev.* 691, 693 (2009-2010) ("*Brief History*") (describing the Kipp Litigation and resulting Consent Decree as a "tectonic shift" for the County);

WHEREAS,

M. The Consent Decree required the incorporation of many formerly separate municipal sewer lines (collectively, the "*Kipp Assets*") into the System, with the County assuming full responsibility for the remediation of the Kipp Assets, see *id.* at 698; see also *In re Jefferson County*, 474 B.R. 228, 238 (Bankr. N.D. Ala. 2012) (the "Stay Ruling"), on direct appeal sub nom. *Assured Guaranty Municipal Corp., et al. v. Jefferson County*, Case No. 12-13654 (11th Cir.) (noting that the Consent Decree "shifted the costs of disrepair from the local governments and their inhabitants to the County and its inhabitants"); *id.* at 237 ("When the County acquired these sewer systems from the governments located in Jefferson County, it was without compensation by any of them and without investigation of the systems' conditions by the County.");

WHEREAS,

N. Notwithstanding that as an accounting matter (pursuant to GASB 34) the Kipp Assets are carried on the County's books at approximately \$939 million, the County paid nothing for the Kipp Assets and the Kipp Assets have actually carried, and will continue to carry, significant liabilities exceeding the book value of the Kipp assets due to, *inter alia*, their poor condition and the attendant liabilities under the Consent Decree and the Clean Water Act;

WHEREAS,

O. On February 12, 1997, to finance the cost of complying with the Consent Decree, the Commission adopted a resolution and order that, *inter alia*, authorized the "President of the Commission to execute and deliver, for and in the name and on behalf of the County, a Trust Indenture" (the "Original Indenture"), see R-0604-0715, pursuant to which all previously outstanding debt pertaining to System was fully refunded and repaid, and new debt was incurred;

WHEREAS,

P. The Original Indenture has been supplemented by eleven supplemental indentures (collectively and together with the Original Indenture, the "Indenture");

WHEREAS,

Q. Debt was issued under the Indenture in the form of warrants authorized by provisions of the Alabama Code that permit the County "to sell and issue warrants of the county for the purpose of paying costs of public facilities," Ala. Code § 11-28-2;

WHEREAS,

R. As permitted by Alabama law, the warrants issued under the Indenture (the "Sewer Warrants") are not general obligation debt supported by the full faith and credit of the County; instead the Sewer Warrants are "limited obligation debt of the county payable solely from specified pledged funds," *id.*;

WHEREAS,

S. The "specified pledged funds" from which the Sewer Warrants are payable are defined in the Indenture as the "Pledged Revenues," R-0622, 0626-27 (Indenture §§ 1.1 & 2.1), and are alternatively sometimes referred to as the "Net Revenues," see Stay Ruling, 474 B.R. at 252; see also *The Bank of New York Mellon v. Jefferson County (In re Jefferson County)*, 474 B.R. 725 (Bankr. N.D. Ala. 2012) (the "Net Revenues Opinion"), appeal filed but not yet docketed;

WHEREAS,

T. Among other provisions, the Indenture provides that the County must "fix, revise and maintain such rates for services furnished by the System as shall be sufficient (i) to provide for the payment of the interest and premium (if any) on and the principal of the [Sewer Warrants], as and when the same become due and payable, (ii) to provide for the payment of the Operating Expenses and (iii) to enable the County to perform and comply with all of its covenants contained in the Indenture," see R-0682 (Indenture § 12.5(a));

WHEREAS,

U. Among other provisions, the Indenture contains a rate covenant (the "Rate Covenant"), which provides that "[t]he County will

make from time to time, to the extent permitted by law, such increases and other changes in [sewer] rates and charges as may be necessary . . . to provide, in each Fiscal Year, Net Revenues Available for Debt Service in an amount that shall result in compliance" with certain debt coverage formulas, see R-0682-83 (Indenture § 12.5(b)); provided, however, that non-compliance with the Rate Covenant will not be an event of default under the Indenture if "the County employs a utility system consultant to review the System and its existing rates and fees and makes a good faith effort to comply with the recommendations of such consultant," see R-0690 (Indenture § 13.1(b)(ii));

WHEREAS,

V. On February 12, 1997, the same day the Commission approved the Original Indenture, the Commission adopted a resolution (the "Automatic Rate Adjustment Resolution") amending the Sewer Use and Pretreatment Ordinance "to establish procedures that will result in periodic automatic increases in the rates and charges for the services provided by the System," such that sewer rates would automatically keep pace with debt service costs, regardless of how much money was borrowed under the Indenture, and without any further action of the Commission;

WHEREAS,

W. Compliance with the Consent Decree's requirements was "initially estimated [to] cost County ratepayers \$1.2 to \$1.5 billion over the next decade," *United States v. McNair*, 605 F.3d 1152, 1165 n.1 (11th Cir. 2010); see also Charles S. Wagner, *The Untold History of the Jefferson County Waste Water Treatment System: 1972 – Present*, 40 *Cumb. L. Rev.* 797, 811 (2009-2010) ("Some estimates at the time placed the potential cost of the work at \$1.5 billion, but these estimates were based on incomplete information."); James H. White, III, *Financing Plans for the Jefferson County Sewer System: Issues and Mistakes*, 40 *Cumb. L. Rev.* 717, 719 (2009-2010) ("Financing Plans") ("The original estimate of the capital costs of complying with the consent decree was \$250 million.");

WHEREAS,

X. The actual amount borrowed under the Indenture between 1997 and 2003 was approximately \$3.6 billion – of which approximately \$3.2 billion remains unpaid, see Stay Ruling, 474 B.R. at 237;

WHEREAS,

Y. Significantly more money was spent building and rehabilitating the System than was initially estimated, due in part to what the United States Court of Appeals for the Eleventh Circuit has characterized as a criminal "kleptocracy" – "a term used to describe 'a government characterized by rampant greed and corruption,'" R-2333 (*United States v. White*, 663 F.3d 1207, 1209, slip op. at 2 (11th Cir. 2011) (alterations omitted)) ("To that definition dictionaries might add, as a helpful illustration: 'See, for example, Alabama's Jefferson County Commission in the period from 1998 to 2008.' During those years, five members or former members of the commission that governs Alabama's most populous county committed crimes involving their 'service' in office for which they were later convicted in federal court. And the commission has only five members."); accord Stay Ruling, 474 B.R. at 239-40 ("Not to be outdone by the public sector is the business sector. . . . Those involved in investment banking and municipal finance were not out of the loop when it came to dishonest or inappropriate conduct. Some of those involved in the development and sales of the types of financial instruments used in part by the County for its sewer system's needs have committed crimes related to what was sold to the County. Others have not been charged with crimes, but have entered settlements with the United States Securities and Exchange Commission where there is no admission of wrongdoing, but payments in the tens of millions of dollars have been made."); see generally R-2284-2331 (*United States v. Langford*, 647 F.3d 1309 (11th Cir. 2011));

WHEREAS,

Z. The System-related fraud ultimately resulted in hundred-plus-count federal criminal indictments charging dozens of defendants with crimes that included "conspiracy to commit bribery, honest services mail fraud, mail fraud, and obstruction of justice," R-2117 (*McNair*, 605 F.3d at 1164-65, slip op. at 2); see also Stay Ruling, 474 B.R. at 240 ("So far, the total of public and private persons and entities determined to have committed crimes related to the County's sewer system is somewhere in the low twenties.");

WHEREAS,

AA. The fraud reached the highest levels of decision-making authority in respect of the System, ultimately resulting in the criminal convictions of "the Environmental Services Department's former director, its former assistant director, its former chief civil engineer, its former chief construction maintenance supervisor, one of its former engineers, and one of its former maintenance supervisors," R-2336 (*White*, 663 F.3d at 1211 n.3, slip op. at 5); see also R-2189 (*McNair*, 605 F.3d at 1196, slip op. at 74 (describing "pervasive and entrenched corruption"));

WHEREAS,

BB. Much of the fraudulent activity concerned the design and construction of the System, and included, inter alia,

(i.) Creating made-up projects for bribe payers with nothing of value to offer ESD, see, e.g., R-2098-99 (*United States v. US Infrastructure, Inc.*, 576 F.3d 1195, 1210, slip op. at 21-22 (11th Cir. 2009) ("USI")) (describing how the County Commissioner in charge of ESD received \$10,000 in "free" electrical work, and in exchange asked ESD "to see if we could develop a project that [the electrical engineer] could perform," notwithstanding that the engineer "was not able to do the work that [ESD] typically required");

(ii.) Distorting the bid process by limiting the pool of eligible bidders to only those who were willing to pay bribes, see,

e.g., R-2119 (McNair, 605 F.3d at 1165 n.2, slip op. at 4) (explaining how the 11-member technical committee tasked with finding qualified bidders for ESD projects included at least five criminals); R-2129 (id. at 1169-70, slip op. at 14) (describing how the technical committee "effectively limited the 'big jobs' to only three bidders" – all of whom paid substantial bribes); see also R-2157 (id. at 1181, slip op. at 42) ("When two non-local competitors finally qualified to join the bidding in 2001, prices [for rehabilitating sewer lines] quickly dropped from over \$50 per linear foot to about \$28."); see also Brief History, 40 Cumb. L. Rev. at 700 (describing the County's strict "pre-qualification" process as "unusual for the utility industry");

(iii.) Increasing the profit margins of contractors who were willing to pay bribes, see, e.g., R-2130 (McNair, 605 F.3d at 1170, slip op. at 15) ("In 1996 and 1997, at the sewer rehabilitation's outset, [Roland Pugh Construction, Inc.] made gross profits of 10%, and as the project continued and payments were made to [County] officials, the company's sewer rehabilitation profits increased to 50% in 1999, 40% in 2000, and 45% in 2001, making [Pugh] tens of millions of dollars in each of those years."); see also R-2129 (id., slip op. at 14) (Pugh's CEO admitting that in exchange for providing "envelopes of cash" to the Commissioner in charge of ESD, "our company [went] from a normal struggling contracting company in the mid to late '90s, to a thriving, wealthy, strong construction company");

(iv.) Directly adding the costs of bribing government officials to the cost of working on the System, e.g., R-2132-33 (id. at 1171, slip op. at 17-18) (describing how \$52,990 worth of work at a Commissioner's private business was "coded . . . as expenses on a [County] sewer project"); R-2087 (USI, 576 F.3d at 1205, slip op. at 10) ("The evidence shows an extended plan or scheme by USI, a company that received \$50 million in government contracts over a period of years, to pass nearly \$140,000 through bogus invoice payments to the County Commissioner almost wholly responsible for that \$50 million.");

(v.) Indirectly adding to the costs of the System by declining to enforce contract deadlines and other terms for which the County had paid valuable consideration, see, e.g., R-2146 (McNair, 605 F.3d at 1177, slip op. at 31) ("Swann declined to invoke the performance bond against RAST, which would have guaranteed the project's completion at the original contract price of \$27.8 million. Instead, RAST won a re-bid for an additional contract worth \$23.8 million. Consequently, the County effectively paid RAST over \$50 million for work RAST was obligated to perform under the original \$27.8 million contract."); R-2193-94 (id. at 1198, slip op. at 78-79) (describing an instance in which a County official retroactively extended the completion deadline on a major project in exchange for a \$4,500 "scholarship" for the official's son, thereby relieving the contractor of more than \$100,000 in liquidated damages);

(vi.) Defeating the checks and balances built into the contracting system, insofar as even the "independent consulting engineers, whose jobs were to make sure the contractors performed according to specifications and to sign off on payments and requests for change orders," R-2128-29 (id. at 1169, slip op. at 13-14), were corrupt; and

(vii.) Impeding the proper accounting of System assets by misclassifying fraudulent payments on some projects as payments on other projects to avoid specific dollar caps, see, e.g., R-2161-62 (id. at 1183, slip op. at 46-47) (explaining how an emergency contract for replacing sewer pipes in the Paradise Lake subdivision was accounted for as part of an unrelated Cahaba River project to skirt the \$50,000 limit for emergency projects; the contractor was paid \$857,000, and made a 50% profit);

WHEREAS,

CC. Other corrupt and criminal behavior concerned the complex financing structure whereby approximately \$3.6 billion was borrowed, including, inter alia,

(i.) Payment of bribes totaling "more than \$240,000 in cash, clothing, and jewelry" to former Commission President Larry Langford from "Blount–Parrish & Company ('Blount–Parrish'), an investment banking firm that specialized in the underwriting and marketing of municipal bonds," R-2285-86 (Langford, 647 F.3d at 1314-15, slip op. at 2-3);

(ii.) Corrupt selection of "Blount–Parrish to participate in many of the County's financial transactions," including a series of disastrous interest rate swap deals, R-2288-89 (id. at 1315-16, slip op. at 5-6); see also R-2289-90 (id. at 1316, slip op. at 6-7) ("All told, Blount–Parrish was paid some \$7 million in fees related to transactions involving Jefferson County, which . . . yielded a 'net benefit' to Blount–Parrish of about \$5.5 million."); and

(iii.) Improper conduct warranting a cash penalty of \$75 million – together with termination of \$647 million of interest rate swap penalties – levied by the Securities and Exchange Commission ("SEC") against J.P. Morgan, see Brief History, 40 Cumb. L. Rev. at 713-14; cf. Financing Plans, 40 Cumb. L. Rev. at 735 ("For many years it was known in financial circles in New York and elsewhere that J.P. Morgan was abusing Jefferson County in interest rate swap transactions. The term 'abuse' understates the seriousness of J.P. Morgan's actions.");

WHEREAS,

DD. Although the precise scope and effect of the fraud may never be known, cf. R-2112 (USI, 576 F.3d at 1215, slip op. at 35) (noting that the criminal convictions include obstruction of justice, for providing false information to the grand jury investigating these crimes), the record adduced during the extensive federal criminal proceedings suggests hundreds of millions of dollars in direct effects of the bribery and corruption, see R-2235-36 (McNair, 605 F.3d at 1217 n.96, slip op. at 120-21) (noting that one defendant's pre-sentence investigation report calculated a "net profit or benefit" of \$67,980,043); R-2251 (id. at 1224 n.114, slip op. at 136) (net profit or benefit of

\$42,460,880 for another defendant); R-2338 (White, 663 F.3d at 1212, slip op. at 7) (\$1,395,552 in professional fees paid to another defendant were "received in return for" cash bribes), with untold additional dollars lost through corruption of the bidding process, make-work projects, improper remission of penalties, and the like;

WHEREAS,

EE. In addition, the financing aspects of the fraud – which involved switching the County's fixed-rate debt to the variable-rate variety (including so-called "synthetic fixed" debt) – left the County particularly vulnerable to the market failures of 2008, and sped the County's default and its attendant consequences, see, e.g., Financing Plans, 40 Cumb. L. Rev. at 748-49 (explaining that although the 2008 bond insurer downgrades had "no consequences to the County" with respect to its fixed-rate debt, "[w]hen the insurers of the synthetic fixed rate debt were downgraded, however, the County's debt service ratcheted up, effectively doubling or tripling");

WHEREAS,

FF. The facts of the massive and long-running fraud perpetrated on the County and its citizens have been established beyond a reasonable doubt after full and fair trials, see, e.g., R-2125 (McNair, 605 F.3d at 1168, slip op. at 10) (noting that the Government and the defense called 36 witnesses and 23 witnesses, respectively, at just one of the trials), and on an evidentiary showing that has been characterized by the United States Court of Appeals for the Eleventh Circuit as "overwhelming[.]" R-2118 (id. at 1165, slip op. at 3), grounded in a "wealth of evidence," R-2263 (id. at 1230, slip. op at 148), "ample," R-2342 (White, 663 F.3d at 1213, slip op. at 11), and "more than sufficient," R-2088 (USI, 576 F.3d at 1205, slip op. at 11);

WHEREAS,

GG. To ascertain an approximate amount by which the myriad forms of fraud, waste, and improper conduct has inflated the cost of the System, the County retained an expert engineering firm – CH2M Hill – to evaluate the extent to which the current book value of the assets comprising the System compare to what a highly regarded engineering-procurement-construction firm estimates the System should have cost;

WHEREAS,

HH. The current book value of the assets comprising the System is approximately \$2.819 billion; of that total, approximately \$2.386 billion consists of wastewater treatment plant ("WWTP") assets;

WHEREAS,

II. CH2M Hill has prepared a draft analysis, see R-1931-2066, estimating the cost of building each of the System's nine WWTPs to their current permitted capacity, calculating each value initially in 2012 dollars and then adjusting the result for inflation back to each WWTP's in-service date; additionally, for the three most costly WWTPs, CH2M Hill conducted an alternative analysis of the cost of building more appropriately-sized facilities – i.e., WWTPs designed to treat what the System actually handles (with appropriate provisions for wet weather flow events and System growth), rather than the much larger permitted capacity;

WHEREAS,

JJ. Although CH2M Hill's conclusions are still in draft form and subject to revision, CH2M Hill has preliminarily estimated the costs for each of the County's nine WWTPs as follows:

(i.) Valley Creek (Current Flows, 2012 Dollars): Sized based on current 20-year projected flows, the total cost, in 2012 dollars, would have been approximately \$347.2 million (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$520.8 million to approximately \$243 million), see R-1939;

(ii.) Valley Creek (Current Flows, 2005 Dollars): Adjusting that figure (\$347.2 million) for inflation correlates to an acquisition cost of approximately \$281.6 million, see R-1939; which would be depreciated to a current book value of \$230.5 million (assuming a 40-year useful life for plant assets);

(iii.) Valley Creek (Permitted Flows, 2012 Dollars): Sized based on 2012 permitted flows, the total cost, in 2012 dollars, would have been approximately \$518.2 million (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$777.3 million to approximately \$362.7 million); see R-1938;

(iv.) Valley Creek (Permitted Flows, 2005 Dollars): Adjusting that figure (\$518.2 million) for inflation correlates to an acquisition cost of approximately \$420.3 million, see R-1938; which would be depreciated to a current book value of approximately \$344.1 million (assuming a 40-year useful life for plant assets);

(v.) Village Creek (Current Flows, 2012 Dollars): Sized based on current 20-year projected flows, the total cost, in 2012 dollars, would have been approximately \$357.6 million (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$536.4 million to approximately \$250.3 million), see R-1939;

(vi.) Village Creek (Current Flows, 2003 Dollars): Adjusting that figure (\$357.6 million) for inflation correlates to an acquisition cost of approximately \$253.9 million, see R-1939; which would be depreciated to a current book value of approximately \$194.6 million (assuming a 40-year useful life for plant assets);

(vii.) Village Creek (Permitted Flows, 2012 Dollars): Sized based on 2012 permitted flows, the total cost, in 2012 dollars,

would have been approximately \$454 million (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$681 million to approximately \$317.8 million), see R-1938;

(viii.) Village Creek (Permitted Flows, 2003 Dollars): Adjusting that figure (\$454 million) for inflation correlates to an acquisition cost of approximately \$322.4 million, see R-1938; which would be depreciated to a current book value of approximately \$247.2 million (assuming a 40-year useful life for plant assets);

(ix.) Five Mile Creek (Current Flows, 2012 Dollars): Sized based on current 20-year projected flows, the total cost, in 2012 dollars, would have been approximately \$98.9 million (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$148.4 million to approximately \$69.3 million), see R-1940;

(x.) Five Mile Creek (Current Flows, 2008 Dollars): Adjusting that figure (\$98.9 million) for inflation correlates to an acquisition cost of approximately \$92.8 million, see R-1940; which would be depreciated to a current book value of approximately \$83.9 million (assuming a 40-year useful life for plant assets);

(xi.) Five Mile Creek (Permitted Flows, 2012 Dollars): Sized based on 2012 permitted flows, the total cost, in 2012 dollars, would have been approximately \$179.7 million (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$269.6 million to approximately \$125.8 million), see R-1938;

(xii.) Five Mile Creek (Permitted Flows, 2008 Dollars): Adjusting that figure (\$179.7 million) for inflation correlates to an acquisition cost of approximately \$168.5 million, see R-1938; which would be depreciated to a current book value of approximately \$152.4 million (assuming a 40-year useful life for plant assets);

(xiii.) Cahaba (Permitted Flows, 2012 Dollars): The total cost, in 2012 dollars, would have been approximately \$150.4 million (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$225.6 million to approximately \$105.3 million), see R-1938;

(xiv.) Cahaba (Permitted Flows, 2005 Dollars): Adjusting that figure (\$150.4 million) for inflation correlates to an acquisition cost of approximately \$121 million, see R-1938; which would be depreciated to a current book value of approximately \$99.1 million (assuming a 40-year useful life for plant assets);

(xv.) Leeds (Permitted Flows, 2012 Dollars): The total cost, in 2012 dollars, would have been approximately \$57.1 million (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$85.6 million to approximately \$40 million), see R-1939;

(xvi.) Leeds (Permitted Flows, 1995 Dollars): Adjusting that figure (\$57.1 million) for inflation correlates to an acquisition cost of approximately \$34.3 million, see R-1939; which would be depreciated to a current book value of approximately \$19.3 million (assuming a 40-year useful life for plant assets);

(xvii.) Turkey Creek (Permitted Flows, 2012 Dollars): The total cost, in 2012 dollars, would have been approximately \$64.7 million (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$97.1 million to approximately \$45.3 million), see R-1939;

(xviii.) Turkey Creek (Permitted Flows, 2005 Dollars): Adjusting that figure (\$64.7 million) for inflation correlates to an acquisition cost of approximately \$51.7 million, see R-1939; which would be depreciated to a current book value of approximately \$41.9 million (assuming a 40-year useful life for plant assets);

(xix.) Trussville (Permitted Flows, 2012 Dollars): The total cost, in 2012 dollars, would have been approximately \$49.8 million (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$74.7 million to approximately \$34.8 million), see R-1939;

(xx.) Trussville (Permitted Flows, 1998 Dollars): Adjusting that figure (\$49.8 million) for inflation correlates to an acquisition cost of approximately \$32.6 million, see R-1939; which would be depreciated to a current book value of approximately \$20.8 million (assuming a 40-year useful life for plant assets);

(xxi.) Prudes Creek (Permitted Flows, 2012 Dollars): The total cost, in 2012 dollars, would have been approximately \$23 million (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$34.5 million to approximately \$16.1 million), see R-1939;

(xxii.) Prudes Creek (Permitted Flows, 2004 Dollars): Adjusting that figure (\$23 million) for inflation correlates to an acquisition cost of approximately \$17.6 million, see R-1939; which would be depreciated to a current book value of approximately \$14.0 million (assuming a 40-year useful life for plant assets);

(xxiii.) Warrior (Permitted Flows, 2012 Dollars): The total cost, in 2012 dollars, would have been approximately \$13.8 million (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$20.8 million to approximately \$9.7 million), see R-1939;

(xxiv.) Warrior (Permitted Flows, 2006 Dollars): Adjusting that figure (\$13.8 million) for inflation correlates to an acquisition cost of approximately \$11.6 million, see R-1939; which would be depreciated to a current book value of approximately \$9.8 million (assuming a 40-year useful life for plant assets);

WHEREAS,

KK. Aggregating the CH2M Hill estimates for all nine WWTPs leads to the following totals:

(i.) Current Flows, 2012 Dollars: Sized based on current 20-year projected flows, the total cost, in 2012 dollars, would have been approximately \$1.163 billion (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$1.744 billion to approximately \$814 million), see R-1940;

(ii.) Current Flows, Inflation-Adjusted Dollars: Adjusting that figure (\$1.163 billion) for inflation correlates to an acquisition cost of approximately \$897.9 million, see R-1940; which would be depreciated to a current book value of approximately \$714.0 million (assuming a 40-year useful life for plant assets);

(iii.) Permitted Flows, 2012 Dollars: Sized based on 2012 permitted flows, the total cost, in 2012 dollars, would have been approximately \$1.511 billion (with an expected accuracy range of plus 50% to minus 30% – i.e., approximately \$2.266 billion to approximately \$1.058 billion), see R-1939;

(iv.) Permitted Flows, Inflation-Adjusted Dollars: Adjusting that figure (\$1.511 billion) for inflation correlates to an acquisition cost of approximately \$1.181 billion, see R-1939; which would be depreciated to a current book value of approximately \$948.5 million (assuming a 40-year useful life for plant assets);

WHEREAS,

LL. The range between which the System's current book value of approximately \$2.819 billion differs from the value of facilities required to deliver sewer services as a result of the Kipp Assets and excessive costs incurred in connection with the WWTPs is between \$1.597 billion (permitted flows) and \$1.832 billion (current flows);

WHEREAS,

MM. This range is conservative insofar as it assumes no deduction for waste, fraud or abuse in connection with any of the System's other fixed assets;

WHEREAS,

NN. The substantial increase in costs "due to poor planning, waste, and fraud," Financing Plans, 40 Cumb. L. Rev. at 719, resulted in increased debt due under the Indenture, which in turn led to higher debt service costs;

WHEREAS,

OO. The Automatic Rate Adjustment Resolution provided that sewer rates should automatically increase each year to a level sufficient to satisfy increased costs, without any action by the Commission or any input from the public, see R-1612 (Memorandum Opinion dated June 12, 2009 (the "Proctor Decision"), in *The Bank of New York Mellon, et al. v. Jefferson County, Alabama, et al.*, Case No. 2:08-cv-01703-RDP (N.D. Ala.) (the "Federal Receivership Case")) (describing "periodic, automatic rate increases in certain circumstances ... designed to ensure the County's ability to service its debt"); see also R-1638-39 n.23 (Proctor Decision); cf. Financing Plans, 40 Cumb. L. Rev. at 730-31 ("Sewer rates adopted by the Commission have always been thought to require a public hearing prior to adoption. The automatic rate increase ordinance removed this [step and] made rate increases a mathematical process, divorced from policy and political considerations.");

WHEREAS,

PP. Between 1997 and 2008, sewer rates increased approximately 329%, and an additional automatic rate increase of more than 300% was set to take effect on January 1, 2009, pursuant to the Automatic Rate Adjustment Resolution;

WHEREAS,

QQ. On December 16, 2008, the Commission "suspend[ed] the operation of the [Automatic Rate Adjustment Resolution]," and directed that "there shall be no adjustment of System rates pending further action of the Commission after such notice and hearing as required by applicable law," R-1602-03;

WHEREAS,

RR. The Commission next acted on sewer rates and charges on March 31, 2009 (by amending the Sewer Use and Pretreatment Ordinance to levy a fee for processing applications for private water meters), and the Commission has not modified sewer rates and charges since;

WHEREAS,

SS. The preceding circumstances, together with significant market failures and bond-insurer downgrades, see generally Hon. Spencer T. Bachus, *Federal Policy Responses to the Predicament of Municipal Finance*, 40 Cumb. L. Rev. 759, 765-67 (2009-2010) ("Policy Responses"); cf. R-1613 (Proctor Decision) ("To be sure, the County originally borrowed (and was loaned) far too much money."), led to a default under the Indenture;

WHEREAS,

TT. As a consequence of that default, by order dated September 22, 2010 (the "Receiver Order") in *The Bank of New York Mellon, et al. v. Jefferson County, Alabama, et al.*, Case No. CV-2009-02318 (Ala. Cir. Ct.) (the "State Receivership Case"), the circuit court of Jefferson County appointed a receiver (the "Receiver") over the System and ruled that the Receiver had exclusive power to exercise the

Commission's authority under Amendment 73 and Act 619;

WHEREAS,

UU. Because the Receiver Order prohibited the Commission from taking any action concerning the System (including fixing rates and charges), the Commission was enjoined from considering any rate increase from September 2010 through the filing of the County's chapter 9 bankruptcy case in the United States Bankruptcy Court for the Northern District of Alabama (the "Bankruptcy Court") on November 9, 2011;

WHEREAS,

VV. After the Bankruptcy Court found on January 6, 2012, in the Stay Ruling, that the Commission once again may exercise the plenary authority provided for in Amendment 73 and Act 619, the Commission gave public notice of its intent to "exercise its constitutional obligations in respect of sewer rates and charges on the basis of . . . testimony, evidence and public comments received during and in connection with [a series of] public sewer rate hearings," R-0531, and to that end convened public hearings at the Birmingham-Jefferson Civic Center on June 12, 2012, at the Bessemer Courthouse on July 24, 2012, and in the John L. Carroll Moot Courtroom at Samford University's Cumberland School of Law on August 20, 2012;

WHEREAS,

WW. Ample public notice was provided in advance of each of the hearings, see R-0001-02; R-0203-04; R-0533-35, and all stakeholders – including "ratepayers, creditors and any other parties" (id.) – were invited to be heard in person and/or via the submission of "any comments or materials they want the Commission to consider in connection with the fixing of rates and charges for sewer service or the fixing of a rate structure," id.; cf. Financing Plans, 40 Cumb. L. Rev. at 731 ("Public hearings . . . might have protected the public from the incompetence and criminality that occurred.");

WHEREAS,

XX. In addition to the foregoing public notice, the County Manager sent personal invitations to each of the major sewer creditors, soliciting their participation in the process and advising, inter alia, that "[t]he Commission takes very seriously its newly returned authority over the system, and intends to exercise this public trust in a sound, transparent manner . . . on the basis of the very best information and expertise available, gleaned in a manner befitting a representative democracy: public hearings at which everyone affected by the sewer system and sewer rates and charges has the opportunity to hear the evidence on which the Commission's decisions will be based, and to offer any additional testimony, evidence or commentary that may be germane to the ratemaking process," R-0179-0202;

WHEREAS,

YY. The hearings were well-publicized in the local media, and were attended by a substantial number of citizens, ratepayers and public officials, see, e.g., R-0049 & R-0134 (noting the presence of certain members of the Jefferson County delegation to the Alabama Legislature);

WHEREAS,

ZZ. Eighteen citizens spoke publicly during the hearings, providing information and comment on a range of topics pertinent to the Commission's responsibilities under Amendment 73 and Act 619, see, e.g., R-0115 (representative of the Eastlake community explaining how inability to pay high sewer bills has led to the disconnection of water service and attendant public health concerns); R-0119 (mobile home park owner stating that his combined water and sewer bill went from between \$500 and \$600 per month in 1999 to between \$6,000 and \$7,000 per month today, and that these increased costs have been passed on in part to low-income tenants); R-0136 (real estate broker with 30 years' experience in the community observing that high sewer rates deter home sales); R-0139 (concerned citizen opining that ratepayers should not bear the full brunt of "the financial [sleight] of hand that was committed" in connection with the financing and construction of the System); R-0139-42 (retired utility employee explaining the cumulative impact of high natural gas rates, high electricity rates, and high sewer rates, and recommending that the Commission coordinate with the Alabama Public Service Commission, which has jurisdiction over private utility rates); R-0143 (Ensley resident observing that high sewer rates can lead to a vicious spiral of customers leaving the System and thereby increasing the burden on those who remain, who in turn are more likely to leave the System);

WHEREAS,

AAA. The Commission heard sworn testimony from Mr. David Denard, Director of ESD, concerning the operation of the System, the value of the services it provides, the condition of System infrastructure, and the characteristics of future capital expenditures that will be required to properly maintain the System and keep it in compliance with applicable federal and state law, see R-0060-82 (transcribed testimony); R-0003-0018 (written presentation); R-0170 (verification);

WHEREAS,

BBB. Among other things, Mr. Denard testified that:

- (i.) Residential sewer accounts are charged on the basis of billable sewer flows at the rate of \$7.40 per CCF, see R-0070; these sewer use charges account for over 90% of the System's revenues, see R-0069, and are "highly variable," R-0070;
- (ii.) Over the past ten years, the System has experienced a "very consistent decline in the . . . volume of usage from [its]

customer base," R-0072; the decline in consumption has "exceeded three percent per year on a very consistent basis for the last ten years," id.;

(iii.) "There is a disconnect" between the System's revenues, which are variable, and its costs, which "are, for the most part, fixed," R-0072; in order to address its declining revenue stream, the County "will almost certainly have to [convert] some portion of the current rate structure to a fixed charge," R-0012;

(iv.) The County currently charges a minimum charge (set in 1991) of \$2 per month for users with no usage, see R-0071; this charge reflects the fact that the System "incurs fixed expenses to provide service for each account regardless of volumetric usage," R-0011; the amount of the charge "needs to be considered and reconsidered," R-0071;

(v.) The County levies industrial surcharges (that is, additional charges imposed on high-strength users based on the strength of their waste, see R-0010) and septage charges (to recover the cost of disposing of septic tank waste delivered directly to the System's wastewater treatment plants by septage haulers, see R-0011); neither the industrial surcharges nor the septage rate has changed since 1991, see R-0071; see also R-0011-12;

(vi.) The County undertook a "tremendous obligation and liability to . . . fix [the Kipp Assets]," R-0076; although the Kipp Assets were valued in excess of \$1.4 billion for accounting purposes, they were "subsequently determined to be in worse condition than assumed" and have been a net liability from a cash-flow perspective, see R-0013; and

(vii.) The System's annual revenues are currently approximately \$162 million, see R-0069; see also R-0009; its annual operating expenses are currently approximately \$56 million, see R-0064; see also R-0006; ESD expects to reduce operating expenses by approximately \$4 million per year by decreasing personnel expenses, see R-0067, and estimates that capital expenditures will average \$36 million per year over the next five years, see R-0079; see also R-0016;

WHEREAS,

CCC. The Commission heard sworn testimony from Dr. Stephanie Rauterkus, a finance professor at the University of Alabama – Birmingham, analyzing and quantifying the burden on the community from sewer rates and charges, including in comparison to other areas of the country, see R-0084-0110 (transcribed testimony); R-0019-47 (written presentation); R-0171 (verification);

WHEREAS,

DDD. Among other things, Dr. Rauterkus testified that:

(i.) Relative to median home value, residential sewer bills in Jefferson County impose a "significantly higher" burden than sewer bills in the other 49 large metropolitan areas included in her analysis, see R-0108; specifically, Dr. Rauterkus found that the average annual sewer bill as a percentage of median home value across the 50 metropolitan areas she examined is 0.17%, whereas the average annual sewer bill in Jefferson County is 0.33% of median home value, see R-0109; see also R-0047; indeed, 83% of Jefferson County sewer customers pay more than the national average as a percentage of home value, see R-0047;

(ii.) The average annual sewer bill as a percentage of median household income ("MHI") across the 50 metropolitan areas included in Dr. Rauterkus's study is 0.87%; the average bill in Jefferson County is 1.0% of MHI, see R-0103; see also R-0046; expressed as a percentage of MHI, sewer bills in Jefferson County are higher than sewer bills in 76% of the metropolitan areas she examined, see R-0103; see also R-0032; and

(iii.) The burden imposed upon economically vulnerable residents of the County is cause for concern, inasmuch as sewer bills already amount to 2.5% of MHI for residents in the lowest MHI decile, see R-0097; see also R-0028;

WHEREAS,

EEE. The Commission heard sworn testimony from Mr. Eric Rothstein, a nationally recognized utility system consultant and strategic financial planner, concerning the financing of capital improvements and wastewater utility ratemaking in exceptional situations such as Jefferson County's, see R-0264-0328 (transcribed testimony); R-0212-58 (written presentation); R-0368 (verification);

WHEREAS,

FFF. Among other things, Mr. Rothstein testified that:

(i.) The amount of debt incurred in respect of the System is "extraordinary": typical long-term indebtedness per customer for most utilities is between \$1,100 to \$2,000, see R-0305-07, whereas the amount of long-term indebtedness per customer in Jefferson County is more than \$21,000, see R-0205, 0527; see also R-0512-13 (Receiver's sworn trial testimony) ("[The Receiver:] [T]ake a look at the investment per customer here and the resulting sewer debt. You know, I have worked in thirty-five different states all across the country [and] I have never seen that type of investment per customer and the debt associated with it.");

(ii.) At this extraordinary level, "[i]t's just not reasonable, appropriate, or . . . likely even possible for the County to increase rates to pay for the outstanding debt as it becomes due and payable, and to pay for the expenses of operating the system in compliance with applicable law," R-0315; see also R-0514 (Receiver's sworn trial testimony) (the "three or four hundred percent rate increases" that would be necessary to service the full amount of outstanding sewer debt are "in my mind and my professional judgment . . . excessive");

(iii.) In this unique circumstance, the County could look for guidance in "how private utilities are regulated," such as the

concept of disallowing certain imprudently incurred costs, see R-0320 ("Private utilities [set rates by] look[ing] at operating expenses and [looking] at the amount of invested rate base, and calculat[ing] a return on that invested rate base; the concept being that those who've invested in the system are entitled to receive a return on their investment. One of the fundamental princip[les] of that is the rate of return is earned on used and useful assets."); see also R-0374 (Receiver's sworn trial testimony) ("A rate proceeding for an investor-owned utility is when a utility comes forward to recommend a certain amount of rate increase and there is due diligence and rulings by the Public Service Commission within that state.");

(iv.) Using that analogy, the County would inquire, "[W]hat would be the debt levels associated with a reasonable[,] prudently incurred cost [of building the System] as opposed to where the system is now[?]," R-0321-22; see also R-0321 ("Are there assets that are not really at the value that's recorded in the fixed asset records? . . . Are there assets [for which] the book value has been artificially inflated because of the graft and corruption that occurred[?]"); cf. R-0457 (Receiver's sworn trial testimony) (describing one basis for the Receiver's proposed rate increase: "[T]here had always been a concern in the public that the higher rates were [necessary because of] the 2002/2003 refinancing of the debt. And so we did an analysis [of] what would [have] happen[ed] if we had never done the auction rate swaps in 2002 and 2003 and had continued to finance improvements with just conventional fixed rate debt, where would rates be today. And the analysis showed that they would be thirty-two percent higher than they are today. So clearly I felt that helped support a twenty-five percent rate increase.");

(v.) The private utility analogy would also require accounting for the fact that the "process of consolidati[ng] a diverse set of different sewer systems of varying quality" (i.e., incorporating the Kipp Assets) has the current effect of "distort[ing] information on the balance sheet," R-0303, insofar as nothing was paid for the Kipp Assets and therefore no reasonable return would be due on the Kipp Assets;

(vi.) "There is not a bright line standard for reasonableness" in wastewater ratemaking, i.e., "[t]here is not some place that we can look to . . . that says \$10 per CCF is reasonable and \$10.05 is not," R-0323; and

(vii.) Nevertheless, there are certain hallmarks of reasonableness and non-discrimination, including:

a. The principles that "the same reasonable rates need to be applicable to everyone in the same class of customers," R-0323-24;

b. Rates must be "generally applicable to everybody," R-0324;

c. It is appropriate to make "smooth, nondisruptive rate increases . . . that people can plan for, people can manage, people can understand," R-0325;

d. "Rate increases [should not] ask customers to pay for something that's not being used or some costs that were not prudently incurred," id.;

e. "It doesn't make sense to set rates that will only pay for operating expenses and debt service costs, but not provide the annual renewal and rehabilitation necessary to keep the system in good working order," id.; and

f. "It doesn't make sense to establish rates that deny customers access to a vitally needed service required to maintain public health," R-0326;

WHEREAS,

GGG. The Commission heard sworn testimony from Mr. Lance LeFleur, Director of the Alabama Department of Environmental Management ("ADEM"), concerning the County's nine National Pollutant Discharge Elimination System ("NPDES") permits and resources required to comply with them, including the required upcoming expenditure of an estimated \$150 million to comply with new phosphorous limits, see R-0543-0553 (transcribed testimony); R-0562 (errata to transcribed testimony); R-0563 (verification);

WHEREAS,

HHH. Among other things, Mr. LeFleur testified that:

(i.) "Over the past 15 years, . . . the County has done a good job" complying with the requirements of the NPDES permits, and "the professionals who operate the County sewer system have done an excellent job running the system," R-0546;

(ii.) ADEM anticipates that it will soon issue renewal permits with stricter phosphorous limitations on two of the County's treatment plants, see R-0548, and that compliance with these permits will require more than \$150 million in capital and operating expenses, see R-0551-52; and

(iii.) The permits provide for a gradual phasing in of the phosphorous limits over the "maximum time period available," R-0551; failure to comply with the limits would constitute a violation of the Clean Water Act and result in "significant adverse financial consequences and possible loss of local control," R-0552-53;

WHEREAS,

III. The major sewer creditors, including the Bank of New York Mellon, in its capacity as Indenture Trustee (the "Trustee"), JPMorgan Chase Bank, N.A., Bank of America, Bank of Nova Scotia, Société Générale, Bank of New York Mellon, State Street Bank and Trust Company, Lloyds TSB Bank plc, Assured Guaranty Municipal Corp., Syncora Guarantee Inc., and an ad hoc group of sewer creditors (the "GLC Group"), submitted as part of the public hearing process over a thousand pages of material for the Commission's consideration,

including:

(i.) A detailed, 36-page submission from the GLC Group (the "GLC Submission") addressing the long-term financial footing of the System and encouraging the Commission to, inter alia, increase the customer base by requiring mandatory hookups, see R-0564-99 (citing Ala. Code § 11-3-11(a)(15));

(ii.) A 4-page letter (the "Trustee Letter") addressing the public hearing process, identifying what the creditors contend are errors in the evidence before the Commission, "urg[ing] the Commission and its consultants to review and consider carefully all relevant information," see R-0600-603, and appending 1,112 pages of exhibits (collectively with the Trustee Letter, the "Trustee Submission"), see R-0604-1714, including:

- a. The Original Indenture, see R-0604-715;
 - b. Certain creditors' initial response to the Commission's invitation to appear and be heard as part of the ratemaking process, see R-0717-37;
 - c. The Red Oak Consulting Final Technical Report, dated January 31, 2007 (the "Red Oak Report"), see R-0738-1013;
 - d. The Comprehensive Wastewater Cost of Service and Rate Study Report, dated February 3, 2010 (the "Raftelis Report"), see R-1014-1135;
 - e. The BE&K 2003 Final Report (the "BE&K Report"), see R-1136-1295;
 - f. The Paul B. Krebs & Associates Report, dated November 5, 2002 (the "Krebs Report"), see R-1296-1308;
 - g. The Paul B. Krebs & Associates Revenue Analysis, dated March 31, 2003 (the "Krebs Revenue Analysis"), see R-1309-53;
 - h. An earlier draft of the Krebs Revenue Analysis, dated March 13, 2003 (the "Krebs Draft"), see R-1354-1407;
 - i. A draft expert report from Raftelis Financial Consultants, dated 2008 (the "Raftelis Draft"), see R-1408-49;
 - j. The Report of the Special Master, dated January 20, 2009 (the "Special Master Report"), see R-1450-1513;
 - k. The Receiver's First Interim Report on Finances, Operations, and Rates of the Jefferson County Sewer System, dated June 14, 2011 (the "Receiver Report"), see R-1514-1600;
 - l. The December 16, 2008 Resolution suspending the Automatic Rate Adjustment Resolution, see R-1602-03;
 - m. A "chart describing the consultants', Special Masters', and Receiver's rate setting recommendations between 2002 and 2011, as compared to the County's actual rates during that period," see R-1604-08;
 - n. The Proctor Decision, see R-1609-63;
 - o. The Receiver Order, see R-1664-86;
 - p. A draft settlement term sheet dated as of September 14, 2011 (the "September 2011 Term Sheet"), see R-1687-88;
 - q. Excerpts from the transcript of Mr. Peiffer Brandt's May 17, 2010 deposition in the State Receivership Case, see R-1689-94;
 - r. Excerpts from the transcript of Mr. Rothstein's August 23, 2010 deposition in the State Receivership Case, see R-1695-98;
 - s. A letter from Mr. Brandt dated March 5, 2009, see R-1699;
 - t. Excerpts from the transcript of a hearing held February 25, 2009 in the Federal Receivership Case, see R-1700-08;
 - u. Excerpts from the transcript of a hearing held June 1, 2009 in the Federal Receivership Case, see R-1709-12;
- and
- v. A set of typed notes, dated October 15, 2009, see R-1713-14;

WHEREAS,

JJJ. The GLC Submission compares the System to 28 other sewer systems also operating under EPA consent decrees, see R-0573, 0592-93; including by miles of sewer pipe, see R-0576, 0578; number of customers, see R-0577-78; operating expenses by customer, see R-0579; sewer fees as a percentage of median income, see R-0581, 0583; property tax as a percentage of median income, see R-0582-83; and projected sewer fee increases for 2013-2015, see R-0585-86;

WHEREAS,

KKK. Among other topics, the GLC Group discusses:

(i.) The fixed nature of most sewer costs and the consequence that a smaller base of customers will shoulder higher per-account costs as compared to a larger customer base, see R-0568, 0575;

(ii.) The comparability of the sewer rate increases contemplated under the September 2011 Term Sheet to average projected increases of comparable sewer systems operating under EPA consent decrees, see R-0568;

(iii.) Today's historically low interest rates, see R-0569-70; see also R-0571 (overview of municipal financing market); and the County's potential ability to access such rates through legislative measures (including the creation of a GUSC and the backing of a State moral obligation pledge), see R-0569, 0596-97; and

(iv.) The legality and desirability of requiring mandatory hookups for new construction within proximity to existing sewer lines, see R-0595;

WHEREAS,

LLL. The GLC Group further notes that, according to the Special Master Report, "[s]ewer fees for Jefferson County currently represent 96% of total [system] funding," whereas other systems under EPA consent decrees generate only 93% of their revenue from sewer fees, R-0588; accordingly, the GLC Group recommends that the County consider additional revenue generation from other sources, including clean water charges for septic system owners and potential revenue enhancements outlined in the Special Master Report;

WHEREAS,

MMM. The GLC Group further states that "[n]otwithstanding anything in [the GLC Submission], we believe that [the County] is obligated to set sewer fees by the existing formula established in the sewer warrant indenture," R-0567;

WHEREAS,

NNN. The Trustee Letter reiterates the creditors' position "that the County is both obligated and able to raise rates to a level sufficient to pay all of the County's sewer obligations in full," R-0600; see also R-0603 ("[T]he Indenture Trustee believes the County can, consistent with Alabama law and recognized models of financial capacity, implement revenue increases over the next several years that, if done in conjunction with effective and efficient operation and administration of the System, and proper planning for future capital needs and utilization of all available resources, will allow the County to fulfill its obligations to the Warrantholders and the residents of Jefferson County. The County will have to increase rates to achieve the revenues necessary to meet its obligations. However, there may be a number of different rate structures that could be implemented that would allow the County to meet its obligations to the Warrantholders and to its residents. Moreover, if the County were to increase revenues from sources other than rate increases, such as through mandatory hook up, reserve capacity fees, clean water fees, or other non-user fees, the rate increases needed to achieve the necessary revenue increases may be reduced.");

WHEREAS,

OOO. In addition, the Trustee Letter states that it identifies "two significant errors . . . in the information disseminated at the public hearings and upon which the Commission apparently intends to rely," R-0603, and indicates that the Trustee Letter is "being submitted in an effort to correct a number of the County's current assumptions and conclusions about sewer bills and the impact on System customers," R-0602;

WHEREAS,

PPP. Specifically, the Trustee Letter states that Mr. Rothstein and Dr. Rauterkus used inaccurate figures when comparing sewer rates in Jefferson County to sewer rates elsewhere, insofar as Mr. Rothstein "calculated that a monthly bill for a Jefferson County customer would be almost \$63.00 if that customer used 10 ccf of water per month," whereas "the average water usage for Jefferson County sewer customers is closer to 6 ccf per month, which would result in an average monthly sewer bill closer to \$38.00," R-0602; see also id. R-0602-03 (asserting that although Dr. Rauterkus "assumed the average water usage for Jefferson County Sewer customers is approximately 6 ccf per month," she "then assumed that 6 ccf is the same average monthly usage for the other communities in her comparison" – notwithstanding that other communities may have different levels of water usage);

WHEREAS,

QQQ. Mr. Rothstein and Dr. Rauterkus have considered the Trustee Letter, and although they recognize the broader point being made (that average water usage in Jefferson County is below average water usage in certain other areas being compared in their respective analyses), Mr. Rothstein and Dr. Rauterkus note that the data they presented is accurate and complete and is designed to "compare apples to apples" by reflecting bill amounts based on a single, consistent level of usage; cf. R-0885 (identical methodology employed in the Red Oak Report submitted by the Trustee, which compares Jefferson County's sewer rate burden to "typical monthly sewer rates" in twelve other jurisdictions based on identical consumption across jurisdictions);

WHEREAS,

RRR. The Trustee Submission confirms and supports much of the other data presented to the Commission, including:

(i.) The burden imposed by the Kipp Assets, see, e.g., R-1139 (BE&K Report) ("When the County agreed [to take the Kipp Assets], it was not fully aware of the poor condition of the municipal sewers. The impacts from this decision to consolidate are still being felt today."); R-1175 (same; noting that although "the County expected to obtain approximately 9 million linear feet of sewer lines from the municipalities," in fact it "actually took possession of close to 12 million linear feet" – more than quadrupling the size of the System – and the Kipp Assets "were in much worse condition than anticipated due to lack of maintenance and annual improvement"); R-1188 (same; noting that "[t]he additional sewers and the unanticipated lack of maintenance . . . impacted the size and scope of the [Capital Improvement]

Program");

(ii.) Significant and unjustifiable overbuilding of the WWTPs, see, e.g., R-1140 (BE&K Report) ("Wastewater flows in the County have shown no increase over the past five years [i.e., 1998-2003], with no significant increase expected. Yet plant investments were made that significantly increased capacity, requiring a huge capital investment. . . . [A] significant portion of the approximately \$1 billion spent [as of the BE&K Report in 2003] was for expanding the capacity of the treatment plants in a system that shows no demands for expansion. Several of the plants now have a capacity of 2.5 to 3 times the average daily flow, which significantly increases operating costs and the challenge of proper operations. Therefore, a significant amount of unnecessary capital was invested, which had the effect of increasing the cost of future operations."); R-1196 (identifying "an additional capital burden in excess of \$100 million" attributable to certain aspects of the overbuilding); R-1197 (concluding that portions of the Village Creek WWTP are "twice the size necessary to meet the intended use"); R-0895 (Red Oak Report) (noting "significant excess capacity" not justified by reasonable growth assumptions); and

(iii.) Waste, incompetence and abuse, see, e.g., R-1183 (BE&K Report) (discussing the lack of capital planning that led to cancelling three significant projects midway through: "The new Cahaba River trunk sewer (Super Sewer) was forecast to cost \$147 million. It was cancelled after spending \$62 million. The new Morris Kimberly wastewater treatment plant was forecast to cost \$40 million. It was cancelled after spending \$15 million. The Trussville trunk sewer was forecast to cost \$32 million. It was cancelled after spending \$18 million."); R-1192 ("[T]he BE&K team was surprised when we didn't see a more advanced, robust hydraulic model used as a core analysis tool as is typical for large and complex systems [because] [t]ypical [p]rogram cost savings in the order of 25% have been shown to be available" when such appropriate tools are used);

WHEREAS,

SSS. The Trustee Letter states in a footnote that although "the County has stated that the Trustee is calling for rate increases of 400% or more," in fact "the Trustee has never called for such increases in the past and is not doing so now," R-0603;

WHEREAS,

TTT. The Trustee Submission includes the Raftelis Report, which concludes that for the County to increase rates sufficient to pay the \$700 million in principal and interest scheduled for fiscal year 2009-2010, "[r]ates would need to be raised by approximately 527% to cover this payment and budgeted O&M expenses, assuming no impact on demand elasticity," R-1041; accord Stay Ruling, 474 B.R. at 244-45 ("[Rates] would increase by a further 527% based on rates desired by the Indenture Trustee.");

WHEREAS,

UUU. None of the creditor submissions in the Record referenced, described, or supported a particular level of revenue increase proposed to be implemented today (as distinct from historical recommendations), other than urging the Commission to comply with the Rate Covenant in the Indenture;

WHEREAS,

VVV. The County has issued three interim reports on the ratemaking process, see R-0172-78 (First Report); R-0526-32 (Second Report); R-1715-25 (Third Report); and has described in these reports the private utility ratemaking analogy outlined by Mr. Rothstein and its conceptual and legal bases, see, e.g., R-0528 (Second Report recounting Mr. Rothstein's testimony and noting that under well-settled Alabama law, "[a] regulated utility's cost of service consists of two basic components: [1] a reasonable return on its property devoted to public service, [i.e.,] its cost of capital; and [2] its operating expenses, including taxes and depreciation. The property upon which the Company is permitted to earn a specific rate of return is its statutory rate base. Generally, the . . . rate base [is] the reasonable value of its property devoted to the public service, calculated by its original cost, less the accrued depreciation." (quoting *Union Springs Tel. Co. v. Ala. Pub. Serv. Comm'n*, 437 So. 2d 485, 486 (Ala. 1983) (emphasis added)));

WHEREAS,

WWW. None of the creditor submissions in the Record expressed any disagreement with the private utility ratemaking analogy outlined by Mr. Rothstein, other than urging the Commission to comply with the Rate Covenant in the Indenture, see, e.g., R-0207 (creditors' response to the Commission's invitation to appear and be heard on rates) ("Throughout all of those proceedings, the Trustee has consistently reiterated and supported its position that the County is obligated under the express terms of the Indenture to repay the Sewer Warrants in full, and to 'fix, revise, and maintain' sewer rates sufficient to pay the Sewer Warrants and to operate and maintain the System. Put simply, the [County] is required to comply with the rate covenant and the other covenants set forth in the Indenture. The County has chosen not to comply with its obligations. The [County] does not need to extend an invitation to the Invitees to elicit these views, as they are already well known by the County Commission and have been well established in numerous hearings and pleadings in both state and federal courts over the last four years."); see also R-0208 (same, noting that the creditors "are skeptical that these public hearings are anything but a further effort to delay the process");

WHEREAS,

XXX. Insofar as the Receiver, the Raftelis Report, and Mr. Rothstein have independently concluded that it would be unreasonable and infeasible to raise rates to a level necessary to cure all defaults under the Indenture, refill the depleted reserve funds to the required levels,

service the debt, and operate the System in a lawful and appropriate manner, see R-1574-75 (Receiver Report); R-0514 (Receiver testimony), R-1041 (Raftelis Report); R-0315 (Rothstein testimony), and inasmuch as no citizen, ratepayer, creditor, or regulator has suggested an alternative ratemaking approach (other than simply urging compliance with the Indenture) or indicated any disagreement with Mr. Rothstein's testimony at the public hearings (other than on an unrelated point concerning the proper comparison of typical sewer bills), and inasmuch as the requirements of the Rate Covenant in the Indenture are conditioned on the requirement of Alabama law that the rules and regulations setting sewer rates must be "reasonable and nondiscriminatory," the Commission finds and determines that it is appropriate to consider an approach under which the debt service portion of the System's revenue requirements should be estimated based on the indebtedness the County would be servicing had there been no fraud, graft, waste, gross incompetence and the like in the construction of the System;

WHEREAS,

YYY. The debt service portion of the System's revenue requirements under this methodology has not yet been ascertained, but the Record evidence (including the CH2M Hill analysis and the System's indisputable operating needs) indicates that additional revenue will be necessary under any scenario;

WHEREAS,

ZZZ. Mr. Rothstein recommends that the basic rate structure of the System must change under any scenario, and advises that any such change must be implemented in an appropriate manner that avoids rate shock and enables customers to adjust to and plan for bill impacts under a revised pricing structure;

WHEREAS,

AAAA. Mr. Denard advises, and Mr. Rothstein concurs, that implementing a new rate structure while ensuring cash flow is uninterrupted will require careful coordination with the County's wastewater billing partners, including adequate time to perform and test necessary programming changes in the billing software of the respective billing partners, revise business processes and customer service protocols to facilitate orderly billing, and advise and inform customers about the reasons for, and implications of, the revised rate structure; accordingly, structural changes should take effect on March 1, 2013, or as soon thereafter as can practicably be implemented by the County's billing partners;

WHEREAS,

BBBB. Mr. Rothstein recommends that in view of the foregoing, the County should proceed on an interim basis as follows:

(i.) The County should fundamentally change the sewer rate structure to include a fixed component, a tiered residential volumetric rate (using an inclining block structure), a uniform non-residential volumetric rate, retention of a 15% "watering credit" for residential accounts (which his own research confirms is an appropriate credit), and certain adjustments to septage and industrial waste fees and charges;

(ii.) As part of the implementation of this new structure, the County should initially set a \$10 fixed base charge for all accounts with 5/8" meters (scaled upward for other meter sizes), a marginal residential volumetric rate of \$4.50 per CCF for all users' first three CCF, a marginal residential volumetric rate of \$7 per CCF for all users' next three CCF, a marginal residential volumetric rate of \$8 per CCF for all additional usage, a non-residential volumetric rate of \$7.60 per CCF;

(iii.) The County should increase its septic hauling charge from its current rate of \$30 per thousand gallons to \$60 per thousand gallons for septage and \$75 per thousand gallons for grease, reflecting the higher cost of service for grease handling;

(iv.) The County should simplify its industrial waste surcharge rates by implementing the charges initially proposed by the Receiver, which are \$0.2855 per pound for Suspended Solids ("TSS"), \$0.8057 per pound for Biochemical Oxygen Demand ("BOD"), \$0.4028 per pound for Chemical Oxygen Demand ("COD"), \$0.1447 for Fats, Oils, and Grease ("FOG"), and \$2.9273 per pound for Phosphorous;

(v.) The County should implement this new structure and rates on March 1, 2013, or as soon thereafter as can practicably be implemented by the County's billing partners; and

(vi.) The County should closely monitor the amount of revenues generated by the new rate structure and sewer rates, which at this point (prior to implementation) can only be estimated, as it is not known how customers' usage patterns might change in response to the new structure;

WHEREAS,

CCCC. Mr. Rothstein's recommendations are consistent with and supported by the Record, which contains persuasive support for:

(i.) Implementing a fixed monthly charge, see, e.g., R-1046 (Raftelis Report); R-1500 (Special Master Report); R-1589-90 (Receiver Report);

(ii.) Increasing septage and industrial waste rates and charges, see, e.g., R-1058-67 (Raftelis Report) (recommending septic hauling charges of \$60 per thousand gallons for septage and \$75 per thousand gallons for grease); R-1591 (Receiver's Report) (recommending industrial waste surcharges closely mirroring Mr. Rothstein's recommendations);

(iii.) Retaining the 15% watering credit for residential customers, see, e.g., R-1057 (Raftelis Report) ("Th[e] data validates the continued utilization of the percent of metered water use billing system, and supports an 85% return factor as reasonable."); see also R-2070 (Act 619 § 5) (requiring the County to "mak[e] due allowance . . . for water not entering the sewerage [sic] system"); and

(iv.) Implementing these important structural changes in a deliberate and careful manner, see, e.g., R-0744 (Red Oak Report); R-1030 (Raftelis Report); R-1263 (BE&K Report); R-1303 (Krebs Report); R-1414 (Raftelis Draft); R-1498 (Special Master Report); R-1580 (Receiver Report), and comports with Act 619's direction to "from time to time when necessary revise" sewer rates and charges, R-2070 (Act 619 § 6(a));

WHEREAS,

DDDD. Mr. Rothstein further recommends that sewer rates and charges be revisited once the revenue effects of the revised rate structure are susceptible to more precise measurement or the Commission is in a position to adjust the County's sewer indebtedness, at which time a rate schedule that will generate revenues sufficient to satisfy all three "silos" of costs (operating expenses, capital expenditures, and appropriate debt service) can be calculated; cf. R-1574-75 (Receiver Report) ("In simplest terms, the revenue requirement [for the System] is the sum of the following costs: (1) O&M Expenses; plus (2) required capital expenditures; plus (3) debt service costs . . ."); R-0682 (Indenture § 12.5(a)) (same, albeit with slightly different phrasing);

WHEREAS,

EEEE To the extent, however, that the County remains in chapter 9 bankruptcy and the Bankruptcy Court's Net Revenues Opinion has not been reversed or modified on appeal, Mr. Rothstein recommends that rate revenues otherwise available to satisfy the capital expenditure "silo" as part of any further rate adjustments should be suspended for the duration of the Bankruptcy Case, inasmuch as it is neither fair nor reasonable to collect revenues designed to fund prospective capital expenditures if (as is the case by virtue of the Net Revenues Opinion) such revenues will instead be required to be remitted to the Trustee for debt service;

WHEREAS,

FFFF. With respect to suggestions in the Record on the advisability of mandatory hookups, see R-0595 (GLC Submission); R-1267 (BE&K Report); R-1597 (Receiver Report):

(i.) Regulations of the Jefferson County Board of Health already require that "[w]hen new construction is proposed or any on-site sewage disposal system malfunctions so as to create a potential or actual public health hazard or nuisance and cannot be reasonably repaired, the owner and/or occupant shall be required to connect to a sanitary sewer system when any portion of the lot or parcel of land in question is within a distance of one hundred (100) feet of a sanitary sewer existing within any public street, alley, or right-of-way which abuts or joins the lot or parcel of land," R-1844;

(ii.) This already-exercised authority is nearly co-extensive with the Commission's sole legislative authority to require property owners to connect to the System, see Ala. Code § 11-3-11(a)(15) ("[N]o county commission shall have the power to require any owner of property to connect to a county sewer system if (i) the property of such owner is served by any other sewer system as of the date (the 'prospective connection date') that the construction of such county sewer system has advanced to the point that operational sewer lines belonging to such system are adjacent to the property of such owner, (ii) the property of such owner is served by a septic tank installed as of the prospective connection date, or (iii) any building to be served by such county sewer system is located on the property of such owner at a distance greater than 200 feet from the collector line of such county sewer system."); and

(iii.) Nothing in the Record indicates that duplicating or supplementing the regulations already promulgated by the Board of Health is necessary or appropriate at this time;

WHEREAS,

GGGG. With respect to suggestions in the Record on the advisability of a County-wide clean water fee or non-user charge, see, e.g., R-0205 (Trustee Letter):

(i.) Act 619 does not authorize imposition of such a fee or charge insofar as it specifies that "sewer rentals or sewer service charges" may be imposed upon and collect from "the persons and property whose sewerage [sic] is disposed of or treated by such sewers or sewerage [sic] treatment or disposal plants," R-2068 (Act 619 § 1), and does not include in its description of the permissible bases on which sewer rates and charges may be calculated any mention of mere residence in the County as a basis for imposing fees, R-2070 (Act 619 § 5);

(ii.) In any event, evidence in the Record indicates that the function of a clean water fee or non-user charge (i.e., recognition that the entire County benefits from the System) is already performed by the 0.7 mill ad valorem tax (the "Sewer Tax") levied and collected by the County pursuant to Act Number 716, Feb. 28, 1901 ("Act 716"), for "the repair of the sanitary system of the county and to protect the water supplies," see, e.g., R-0940 (Red Oak Report) ("Ad valorem taxes are a general source of revenue that is most appropriately applied to governmental services that have a substantial benefit to the community as a whole and for which it is difficult to distinguish individual benefit."); R-1277 (BE&K Report) (same); and

(iii.) The Commission has no authority to increase the Sewer Tax because the current millage rate of 0.7 mills is the highest rate allowed by Act 716; rather, the Sewer Tax rate can only be raised by amendment of Act 716, or by enactment of another statute to provide

additional taxing authority, which in either case would require an act of the State Legislature and a favorable vote of the citizens within the geographic boundary of the County;

WHEREAS,

HHHH. In view of the substantial Record evidence of the burden created by high sewer rates, and consistent with the Commission's charge to "manage, operate, control and administer" the System, R-2067 (Amendment 73), it is necessary and appropriate to implement a conservation program that will help all ratepayers – without regard to income or wealth – calibrate their water usage (and hence their sewer bills) to a level that is sustainable economically, cf. R-1345 (Krebs Revenue Analysis) (recommending a lifeline rate), R-1384-89 (Krebs Draft) (same);

WHEREAS,

IIII. To that end, Dr. Rauterkus is working with ESD to develop a conservation program that will involve such practical measures as assisting customers in identifying leaks and inefficient appliances, facilitating the remediation of such leaks and inefficiencies (by, for example, providing low-flow shower heads), and educating customers on conservation matters; and

WHEREAS,

JJJJ. With regard to septage charges in particular, the increased burden on residents who use septic tanks will be significantly less than the percentage change in the County's septage rate, insofar as:

(i.) Typical residential septic tanks in the County have a capacity of 1,000 gallons, although some newer and larger homes have 2,000-gallon tanks;

(ii.) Septage haulers in the County typically charge \$300 to pump a residential septic tank;

(iii.) The County currently charges septage haulers \$30 per thousand gallons to dispose of septage;

(iv.) Assuming all increased costs were passed on to customers, a 100% increase in the septage rate (from \$30 per thousand gallons to \$60 per thousand gallons) would add an additional \$30 to \$60 to the cost of pumping a typically sized residential septic tank;

(v.) Although most on-site sewage guidelines recommend cleaning every five years, it is unlikely that most are cleaned as frequently as recommended; rather, septic tanks are typically cleaned every five to fifteen years; and

(vi.) Accordingly, for a household with a 1,000 gallon septic tank, a 100% increase in the County's septage rate would result in an increase in the cost of pumping the tank from \$300 to \$330 (i.e., 10%), which (if the household's septic tank were pumped every seven years) would equate to a \$0.36 monthly increase.

THE JEFFERSON COUNTY COMMISSION FINDS AND DETERMINES AS FOLLOWS:

I. That, in light of the Stay Ruling, the Commission is able to exercise its constitutional responsibility to make "reasonable and nondiscriminatory rules and regulations fixing rates and charges," R-2067 (Amendment 73) for sewer service;

II. That, to the extent consistent with Amendment 73, see *Shell v. Jefferson County*, 454 So. 2d 1331, 1336-37 (Ala. 1984) (holding that Amendment 73, as "part of the organic law of this state," overrides any conflicting provisions of Act 619), Act 619 obligates the Commission to set sewer rates such that "the revenues derived therefrom will at all times be adequate but not in excess of amounts reasonably necessary" to operate the System and make appropriate capital improvements (there being no issued and outstanding bonded indebtedness, R-2070);

III. That, to the extent consistent with Amendment 73 and Act 619 (i.e., "to the extent permitted by law," R-0682 (Indenture § 12.5(b))), the Commission is obligated under the Indenture to "make from time to time, to the extent permitted by law, such increases and other changes in [sewer] rates and charges" as may be necessary to comply with the debt coverage formulas, see R-0682-83 (Indenture § 12.5(b)); provided, however, that non-compliance with the Rate Covenant will not be an event of default under the Indenture if "the County employs a utility system consultant to review the System and its existing rates and fees and makes a good faith effort to comply with the recommendations of such consultant," see R-0690 (Indenture § 13.1(b)(ii));

IV. That it is appropriate to exercise the Commission's constitutional and statutory ratemaking authority on the basis of the Record adduced during and in connection with the public sewer rate hearings;

V. That: (i) due and sufficient notice of the public sewer rate hearings was provided; (ii) all persons and entities with a stake in the operation of the System (including ratepayers, citizens, creditors, and regulators) have had a full and fair opportunity to make their views known to the Commission and to provide any information they wished the Commission to consider in connection with ratemaking (all of which has been incorporated as part of the Record); and (iii) the Commission has fully and carefully considered the entire Record;

VI. That Mr. Rothstein is a "utility system consultant" employed by the County to "review the System and its existing rates and fees," and that it is proper and appropriate to "comply with the recommendations of such consultant," R-0690 (Indenture § 13.1(b)(ii)), in undertaking the Commission's constitutional and statutory obligation to make reasonable and non-discriminatory rules and regulations fixing rates and charges for sewer service;

VII. That the existing sewer rate structure is due to be replaced;

VIII. That the proposed rate structure recommended by Mr. Rothstein – which includes, inter alia, a fixed charge component, a tiered

residential volumetric rate (using an inclining block structure), a uniform non-residential volumetric rate, retention of a 15% "watering credit" for residential accounts, and certain adjustments to septage and industrial waste fees and charges – is appropriate and proper, and is consistent with Amendment 73, Act 619, and the Indenture;

IX. That the sewer rates recommended by Mr. Rothstein – which include, inter alia, a \$10 fixed charge for all accounts with 5/8" meters (scaled upward for other meter sizes), a marginal residential volumetric rate of \$4.50 per CCF for all users' first three CCF, a marginal residential volumetric rate of \$7 per CCF for all users' next three CCF, a marginal residential volumetric rate of \$8 per CCF for all additional usage, a non-residential volumetric rate of \$7.60 per CCF, a septic hauling charge of \$60 per thousand gallons for septage and \$75 per thousand gallons for grease, and upward adjustments of industrial waste fees and charges – are appropriate and proper, and are consistent with Amendment 73, Act 619, and the Indenture;

X. That the course of action recommended by Mr. Rothstein – including implementing the new rate structure and sewer rates on March 1, 2013 (or as soon thereafter as can practicably be implemented by the County's billing partners), closely monitoring the amount of revenues generated by the new rate structure and sewer rates, and revisiting sewer rates and charges once revenue effects can be ascertained – is appropriate and proper, and is consistent with Amendment 73, Act 619, and the Indenture;

XI. That mandatory hookups are already required under regulations issued by the Board of Health, and that no showing has been made that any other or further mandatory hookup requirement (which would be either duplicative or conflicting) that the Commission may have authority to enact under section 11-3-11(a)(15) of the Alabama Code is necessary or appropriate at this time;

XII. That it lacks authority under state law to implement a clean water fee, non-user charge, or any other similar fee or charge imposed on individuals or entities not connected to the System, and that in any event such a measure would, in effect, constitute an attempt to increase the ad valorem tax (over which the Commission has no authority); and

XIII. That, in light of the significant sewer rates and bill impacts created thereby, it is appropriate and proper to implement a conservation program being developed by Dr. Rauterkus, and that the costs of implementing and administering such program constitute "Operating Expenses" under the Indenture.

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION:

1. That the Jefferson County Sewer Use/Pretreatment Ordinance Adopted May 11, 1982, Ordinance No. 689, at Minute Book 61, pages 237-264, including all amendments thereto, is REPEALED;

2. That the Grease Control Program Ordinance Adopted October 3, 2006, Ordinance No. 1778, at Minute Book 152, pages 133-138, including all amendments thereto, is REPEALED;

3. That Resolution No. Feb-12-1997-Bess-1, adopted February 12, 1997, at Minute Book 6, pages 256-260, is REPEALED;

4. That the Jefferson County Sewer Use Administrative Ordinance, Ordinance No. 1808, set out below, is ADOPTED;

5. That the Jefferson County Sewer Use Charge Ordinance, Ordinance No. 1809, set out below, is ADOPTED;

6. That a copy of this Resolution, together with the Record, the Jefferson County Sewer Use Administrative Ordinance, and the Jefferson County Sewer Use Charge Ordinance, should be delivered to the Alabama Public Service Commission (the "PSC"), with the Commission's recommendation (consistent with citizen comments at the public sewer rate hearings) that the PSC take the sewer rate burden into account when assessing rates that other utilities in the area are permitted to charge;

7. That the five vacancies on the Board of Arbitration should be filled by no later than December 31, 2012, and to that end invites nominations or recommendations of qualified candidates by any person or entity with a stake in the operation of the System (including citizens, ratepayers, creditors, and regulators), which nominations or recommendations should be directed to the County Manager;

8. That until such time as the Board of Arbitration is constituted and able to act on any requests for review of sewer rates, all pending and future requests for review of sewer rates be held in temporary abeyance by the County Manager;

9. That the Commission will revisit sewer rates and charges no later than August 1, 2014, consistent with Act 619's direction that the Commission "from time to time when necessary revise" rates and charges of the System, R-2070 (Act 619 § 6(a));

10. That, once the revenue effects of the revised rate structure are susceptible to more precise measurement, the Commission will entertain a further rate proposal that will generate revenues sufficient to satisfy operating expenses, capital expenditures, and debt service on an amount that correlates to the value of the used and useful System assets; provided, however, that to the extent that the County remains in chapter 9 bankruptcy and the Bankruptcy Court's Net Revenues Opinion has not been reversed or modified on appeal, the portion of the rate revenues designed to satisfy the capital expenditure needs of the System will be suspended for the duration of the Bankruptcy Case; and

11. That the Minute Clerk shall maintain the Record, as the basis on which the Commission has exercised its authority, cf. *Pilcher v. City of Dothan*, 93 So. 16, 19 (Ala. 1922) ("[M]unicipal governmental action, of which a record is required to be made, cannot be shown by parol; [rather,] the records themselves (unless lost or destroyed) are the best and only evidence of such governmental action."), in the Minute Clerk's office separate and apart from the official minutes of the Commission;

DONE and ORDERED this 6th day of November, 2012.

JEFFERSON COUNTY

SEWER USE ADMINISTRATIVE ORDINANCE NO. 1808

ADOPTED NOVEMBER 6, 2012

This document is provided as a convenience to the public. The official ordinance and amendments thereto are contained in the office of the Minute Clerk of Jefferson County in Minute Book 164, pages _____. In the event of a discrepancy between any words or figures contained in this document and those contained in the official minutes of the Jefferson County Commission, the words and figures reflected in the official minutes shall govern.

JEFFERSON COUNTY SEWER USE ADMINISTRATIVE ORDINANCE

ARTICLE I. - GENERAL PROVISIONS

A. Purpose and Policy

This Ordinance sets forth uniform requirements for all users of the wastewater collection and treatment system for Jefferson County, Alabama, and enables the County to comply with all applicable State and Federal laws required by the Clean Water Act of 1972 and the general Pretreatment Regulations (40 CFR, Part 403), and with the requirements of the Consent Decree.

The objectives of this Ordinance are:

- a) to prevent the introduction of pollutants into the Sewer System that may interfere with the operation of the System or contaminate the resulting sludge;
- b) to prevent the introduction of pollutants into the Sewer System that will pass through the System inadequately treated into receiving waters or the atmosphere or otherwise be incompatible with the Sewer System;
- c) to improve the opportunity to recycle and reclaim wastewaters and sludge from the Sewer System;
- d) to minimize the quantities of infiltration/inflow that enters the Sewer System; and,
- e) to minimize the possibility of sanitary sewer overflows; and,
- f) to comply with the objectives of the Consent Decree.

This ordinance provides for the regulation of all contributors to the System through the issuance of permits and through enforcement of general requirements requiring monitoring, compliance and reporting.

This ordinance shall apply to all sewer users in Jefferson County and to persons outside the County who are, by contract or agreement with the County, users of the System. Except as otherwise provided herein, the Environmental Services Department shall administer, interpret, implement, and enforce the provisions of this ordinance. Where not specifically provided herein, the provisions of this ordinance shall be enforced and interpreted consistent with the "Jefferson County Sewer Use Charge Ordinance."

B. National Categorical Pretreatment Standards

Certain Industrial Users (as defined by the EPA in the General Pretreatment Regulations published in the June 26, 1978 Federal Register, titled Part 403 General Pretreatment Regulations and any revision thereof) are, or hereafter shall become, subject to National Categorical Pretreatment Standards promulgated by the EPA specifying quantities or concentrations of pollutants or pollutant properties which may be discharged into the System. All Industrial Users subject to a National Categorical Pretreatment Standard shall comply with all requirements of such standard and shall also comply with any additional or more stringent limitations contained in this Ordinance. Compliance with National Categorical Pretreatment Standards for existing sources subject to such standards or for existing sources which hereafter become subject to such standards shall be required within three (3) years following promulgation of the standards unless a shorter compliance time is specified in the standard. Compliance with National Categorical Pretreatment Standards for new sources shall be required upon promulgation of the Standard. Except where expressly authorized by an applicable National Categorical Pretreatment Standard, no Industrial User shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitution for adequate treatment to achieve compliance with such standard.

C. Definitions

Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

- 1) "ADEM" shall mean the Alabama Department of Environmental Management or its duly authorized deputy, agent, or representative.
- 2) "Act", "The Act", or "CWA" shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251, et seq.
- 3) "All contributors" denotes any Person or Owner contributing wastewater to the System.
- 4) "Alternative grease removal technology" shall mean an automatically operated mechanical device specifically designed to remove grease from the waste stream.
- 5) "ASTM" shall mean the American Society for Testing and Materials.
- 6) "Authorized Representative of an Industrial User" shall mean any one of the following: (1) a principal executive officer of at least the level of Vice-President, if the industrial user is a corporation; (2) a general partner or proprietor if the industrial user is a partner or proprietorship, respectively; or (3) a duly authorized representative of the individual above if such representative is responsible for the overall operation of the facilities from which the discharge originates.

- 7) "Best Management Practices" shall mean any program, process, operating method or measure that controls, prevents, removes or reduces discharge of FOG.
- 8) "BOD5" or "BOD" (biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees C, expressed in milligrams per liter by weight. BOD shall be determined by standard methods as hereinafter defined.
- 9) "Categorical Standards" shall mean the National Categorical Pretreatment Standards or Pretreatment Standard.
- 10) "CFR" denotes the Code of Federal Regulations.
- 11) "COD" shall mean chemical oxygen demand as determined by standard test methods.
- 12) "Charge(s)" shall mean all applicable charges, fees, assessments, costs or penalties levied under the "Jefferson County Sewer Use Charge Ordinance," as adopted.
- 13) "Composite Sample" shall mean the makeup of a number of individual samples, so taken as to represent the nature of wastewater or industrial wastes.
- 14) "Condensate" shall mean liquid water resulting from the change of water vapor to liquid by the use of traditional air conditioner units or water heaters.
- 15) "Consent Decree" shall mean the Consent Decree entered on December 9, 1996 in the consolidated cases R. Allen Kipp, Jr. et al. v. Jefferson County, Alabama, et al. (United States District Court for the Northern District of Alabama, Civil Action No. 93-G-2492-S) and United States v. Jefferson County, Alabama, et al. (United States District Court for the Northern District of Alabama, Civil Action No. 94-G-2947-S).
- 16) "Constituents" shall mean the combination of particles, chemicals or conditions existing in the wastewater.
- 17) "Consumption" shall mean the metering of domestic water at a given unit of measure.
- 18) "Cooling Water" shall mean the water discharged from commercial air conditioning, cooling or refrigeration sources such as chillers and cooling towers.
- 19) "Cu. Ft." denotes cubic feet.
- 20) "County" shall mean the Jefferson County Commission or its employees, duly authorized agents or representatives.
- 21) "Direct Discharge" shall mean the discharge of treated or untreated wastewater directly to the waters of the State of Alabama, as interpreted by ADEM.
- 22) "Director" shall mean the Director of the Environmental Services Department or his designee.
- 23) "Effluent" shall mean the discharge of flow from an industry or a treatment plant facility.
- 24) "Environmental Services Department" or "ESD" shall mean the County department that has direct responsibility for the maintenance, management and operations of the Sewer System.
- 25) "EPA" shall mean the U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Regional Administrator or other duly authorized official of said agency.
- 26) "Explosive Liquid" shall mean any liquid which produces two successive readings on an explosion hazard meter, at the point of discharge into the system, of five percent (5%) or greater or any single reading over ten percent (10%) of the lower explosive limit of the meter.
- 27) "Flammable Liquid" shall mean any liquid having a flash point below 100°F and having a vapor pressure not exceeding 40 psia absolute pressure at 100°F .
- 28) "FOG" shall mean fats, oils, and grease.
- 29) "Food" shall mean any raw, cooked or processed edible substance, ice, beverage or ingredient intended for human consumption.
- 30) "Food Service Facility" shall mean any facility engaged in the preparation of food for human consumption and/or serving of meals, short orders, sandwiches, frozen desserts or other edible products. The term includes restaurants, coffee shops, cafeterias, short order cafes, luncheonettes, taverns, lunchrooms, places which manufacture retail sandwiches, soda fountains, institutional cafeterias, catering establishments and similar facilities by whatever name called.
- 31) "Fryer Oil" shall mean oil that is used and/or reused in fryers for the preparation of foods.
- 32) "Grab Sample" shall mean a sample, which is taken from a waste stream on a one-time basis without regard to the total flow in the waste stream.
- 33) "Grease" shall mean fats, oils and grease used for the purpose of preparing food or resulting from food preparation and includes all elements of FOG. Grease is also generated from washing and cleaning operations such as pot washing, dishwashers, trenches and floor drains. The terms grease and FOG may be used interchangeably.
- 34) "Grease Control Device" shall mean any grease interceptor, grease trap or other approved mechanism, device or process, which attaches to, or is applied to, wastewater plumbing fixtures and lines, the purpose of which is to trap or collect or treat FOG prior to the balance of the liquid waste being discharged into the System.

- 35) "Grease Interceptor" shall mean an indoor device located in a food service facility or under a sink designed to collect, contain and remove food wastes and grease from the waste stream while allowing the balance of the liquid waste to discharge to the System by gravity.
- 36) "Grease Permit" or "Food Service Facility Grease Control Program Permit (FSFGCPP)" shall mean the license/authorization to discharge wastewater/liquid waste into the System granted to the Owner of a Food Service Facility or his/her authorized agent.
- 37) "Grease Trap" shall mean an outdoor device located underground and outside of a food service facility designed to collect, contain and remove food wastes and grease from the waste stream while allowing the balance of the liquid waste to discharge to the System by gravity.
- 38) "Hazardous Waste" shall mean any material or wastes identified by the EPA Hazardous Waste Resolution, Part 261, including all wastes identified in Subpart D thereof, regardless of the quantity of material stored or generated.
- 39) "Health Department" shall mean the State Board of Health as constituted in accordance with Ala. Code § 22-2-1 et seq., and includes the Committee of Public Health or State Health Officer when acting as the Board. The Health Department is not affiliated with the Jefferson County Commission.
- 40) "Holding Tank Waste" shall mean any waste from holding tanks such as vessels, campers, chemical toilets, trailers, septic tanks, and vacuum pump trucks.
- 41) "Impact Fee" shall mean the charge assessed to any sewer user prior to connection with, or access to, the System.
- 42) "Indirect Discharge" shall mean the discharge or introduction into the System of non-domestic pollutants from any source regulated under Section 307(b) or (c) of the Act (including holding tank waste discharged into the System).
- 43) "Infiltration/Inflow" or "I/I" shall mean the total quantity of water from both infiltration and inflow without distinguishing the source. Infiltration shall mean the water entering a sewer system and service connections from the ground, through sources such as broken or cracked pipe, defective pipe joints, improper connections, manhole walls, etc. Inflow shall mean direct surface or rainwater discharged into the sewer system, including through service connections, from sources such as roof leaders, cellars, yard and area drains, foundation drains, cooling water discharges, drains from springs and swamp areas, cross connections from storm sewers, surface runoff, etc.
- 44) "Industrial User" shall mean any industry producing liquid waste discharging either with or without pretreatment into the System.
- 45) "Industrial Sewer Connection Application" shall mean the application required to be filed by all industrial contributors or potential industrial contributors who intend to connect to the System. This request shall be on forms provided by the County, which specify the quantity, strengths, and any special qualities of their industrial waste.
- 46) "Influent" shall mean the wastewater arriving at a County wastewater treatment plant for treatment.
- 47) "Interference" shall mean the inhibition, unreasonable degradation or disruption of treatment processes, treatment and/or collection operations, or sewer system operations which contributes to a violation of any requirements of the County's NPDES permits, including sanitary sewer system overflows either within the collection system or at any treatment plant due to infiltration/inflow or a lack of treatment of wastewaters containing infiltration/inflow. This term includes the prevention of sewage biosolids use or disposal by the County in accordance with Section 405 of the Clean Water Act, or any criteria, guidelines or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Water Act, the Toxic Substances Control Act, or more stringent State criteria (including those contained in any State biosolids management regulation pursuant to title IV of the SWDA) applicable to the method of biosolid disposal or use employed by the County.
- 48) "l" denotes liter.
- 49) "Master Plumber" shall mean any person in continuous and responsible charge of the installation, alteration, repair or renovation of plumbing work and who possesses a current, valid and unrevoked Certificate of Competency issued by the Alabama Plumbers and Gas Fitters Examining Board as a Master Plumber.
- 50) "MBAS" denotes methylene-blue-active substance.
- 51) "mg/l" denotes milligrams per liter and shall mean ratio by weight.
- 52) "Mobile food unit" shall mean a self-propelled or vehicle mounted unit intended to be used as a food service facility.
- 53) "National Pollution Discharge Elimination System Permit" or "NPDES Permit" shall mean a permit issued pursuant to Section 402 of the Act (33 U.S.C. § 1342).
- 54) "National Categorical Pretreatment Standards" shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act which applies to Industrial Users.
- 55) "Natural Outlet" shall mean any outlet used to dispose of liquid waste, which ultimately flows or leads into a watercourse, pond, ditch, lake, or other body of surface or ground water.
- 56) "New Source" shall mean any industrial source, in which the construction is commenced after the publication of proposed regulations prescribing a Section 307(c) National Categorical Pretreatment Standard which will be applicable to such source, if such standard is thereafter promulgated within 120 days of proposal in the Federal Register. Where the Standard is promulgated later than 120 days after proposal, a New Source shall mean any source, the construction of which is commenced after the date of promulgation of the standard.

- 57) "pH" shall mean the logarithm of the reciprocal of the concentration of the hydrogen ion. "pH" shall be determined by standard methods as hereinafter defined.
- 58) "Person" or "Owner" shall mean any natural person, individual, firm, company, joint stock company, association, society, corporation, group, partnership, co-partnership, trust, estate, governmental or legal entity, or their assigned representatives, agents or assigns.
- 59) "Pollutant" shall mean any dredged spoil, solid waste, incinerator residue, sewage garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, excess heat, wrecked or discarded equipment, rock, sand, and industrial, municipal, and agricultural waste discharged into water; and shall include any pollutant identified in a National Categorical Pretreatment Standard or any incompatible waste identified in Article II of this Ordinance.
- 60) "Pretreatment" shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into the System. The reduction or alteration may be obtained by physical, chemical, or biological processes, process changes, or other means except as prohibited by 40 CFR Section 403.6(d).
- 61) "Pretreatment Requirement" shall mean any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an industrial user.
- 62) "Pretreatment Standard" shall mean either a National Categorical Pretreatment Standard or a pretreatment standard imposed as a result of the User's discharging any incompatible wastewater regulated by Article II of this Ordinance.
- 63) "Public Water System" shall mean a system for the provision to the public of piped water for human consumption.
- 64) "Receiving Waters" shall mean those waters into which the County's NPDES permitted effluent is discharged.
- 65) "Restaurant" shall mean an establishment which serves food and/or beverages for human consumption.
- 66) "SWDA" denotes the Solid Waste Disposal Act, 42 U.S.C. § 6901, et seq.
- 67) "Sampling Vault/Port" shall mean the structure downstream of a grease trap, interceptor or alternative grease control device that is specially constructed to allow inspection and sampling prior to discharge of effluent into the System.
- 68) "Sanitary Sewer" shall mean a sewer, which carries wastewater, and from which storm, surface, and ground waters are intended to be excluded.
- 69) "Sewer" or "main sewer" shall mean a pipe or conduit eight (8) inches in diameter or larger intended for carrying wastewater and generally located in public right-of-way or easement.
- 70) "Sewer Connection Permit" shall mean the license to proceed with work on a sewer service line, either as new construction or for the repair of an existing line.
- 71) "Sewer Service Line" shall mean any sanitary sewer line or conduit located outside the building structure which connects the building's plumbing from the outside building wall to the main sewer. The sewer service line is usually four (4) inches in diameter, sometimes six (6) inches in diameter, and in special cases eight (8) inches in diameter or larger. The County does not maintain the sewer service line from the outside building wall to the main sewer.
- 72) "Sewer System" or "System" shall mean a publicly-owned treatment works (POTW), as defined by Section 212 of the Act (33 U.S.C. § 1292), owned by the County. The term shall mean any wastewater treatment facility, any sanitary sewer that conveys wastewater to such treatment facility and any wastewater pumping facility.
- 73) "Shall" is mandatory; "may" is permissive.
- 74) "Significant Industrial User" shall mean any Industrial User of the System that is subject to Categorical Pretreatment Standards and/or who has a discharge flow of 25,000 gallons or more per average work day, or has a flow greater than 5% of the flow in the County wastewater treatment facility providing treatment, or has in its wastewater toxic pollutants as defined herein or within the Act, or is found by the County, ADEM, or the EPA to have significant impact, either singly or in combination with other contributing industries, on the System, the quality of sludge, or effluent quality.
- 75) "Standard Industrial Classification" or "SIC" shall mean the classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.
- 76) "Standard Methods" shall mean those sampling and analysis procedures established by and in accordance with EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended, or the "Standard Methods for the Examination of Water and Sewer" as prepared, approved, and published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. In cases where procedures vary, the EPA methodologies shall supersede.
- 77) "SID Permit" shall mean a State Indirect Discharge permit issued by ADEM. Such permits may be issued to dischargers of non-domestic pollutants from any source, including, but not limited to, those regulated under Section 307(b) or (c) of the Act.
- 78) "Storm Sewer" or "Storm Drain" shall mean a sewer which carries storm and surface waters and drainage, but excludes wastewater and polluted industrial wastes.
- 79) "Suspended Solids" shall mean solids that either float on the surface, or are in suspension in water, wastewater, or liquid as defined

by standard methods.

- 80) "Temporary food service facility" shall mean a food service facility that is not permanently connected to the System nor operates at the same location for a period of time exceeding 14 days in conjunction with a single event, such as a fair, carnival, circus, exhibition or similar temporary gathering. Temporary food service facilities are not regulated by the Grease Control Program.
- 81) "TOC" shall mean total organic carbon as determined by standard methods.
- 82) "TSS" shall mean total suspended solids as determined by standard methods.
- 83) "Total Solids" shall mean total weight expressed in mg/l of all solids: dissolved, undissolved, organic, or inorganic.
- 84) "Toxic" shall mean detrimental to or adversely affecting the organisms or other processes involved in wastewater treatment.
- 85) "Toxic Pollutant" shall include but not be limited to any pollutant identified pursuant to Section 307(a) of the Act.
- 86) "County Treatment Plant" or "County Plant" shall mean that portion of the County's sewer system designed to provide wastewater treatment.
- 87) "U.S.C." denotes Unites States Code.
- 88) "User" shall mean the occupant and/or the owner(s) of property from which wastewater is discharged into the System and any individual or entity, including any municipality, that contributes, causes, or permits the contribution of wastewater into the System.
- 89) "Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.
- 90) "Wastewater" shall mean any solids, liquids, gas, or radiological substance originating from residences, business buildings, institutions, and industrial establishments together with any ground water, surface water, and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter the System.
- 91) "WEF" shall mean the Water Environment Federation.

Terms for which definitions are not specifically provided herein or in the "Jefferson County Sewer Use Charge Ordinance" shall be interpreted as defined in the Glossary of the current edition of "Design of Municipal Wastewater Treatment Plants, Volume 3" (MOP 8) published by the WEF and the American Society of Civil Engineers.

ARTICLE II - DISCHARGE PROHIBITIONS

A. General Discharge Prohibitions

No user shall contribute or cause to be contributed, directly, or indirectly, any pollutant or wastewater which will interfere with the operation or performance of the System. These general prohibitions apply to all such users of the System whether or not the user is subject to National Categorical Pretreatment Standards or any other National, State, or Local Pretreatment Standards or Requirements. A user may not contribute the following substances to the System:

- 1) Any wastewater containing quantities of flammable or explosive liquids, or any liquids, solids, or gases which by reason of their nature or quality are, or may be, sufficient alone or by interaction with other substances to cause fire or explosion or be an interference in any way to the System or to the operation of the System. Prohibited materials include, but are not limited to: alcohols, aldehydes, benzene, bromates, carbides, chlorates, commercial solvents, ethers, fuel oil, gasoline, any hydrocarbon derivatives, hydrides, kerosene, ketones, mineral spirits, motor oils, naphtha, perchlorates, peroxides, sulfides, toluene, xylene and any other substances which the County, the State, or EPA has notified the User is a flame or explosion hazard to the System.
- 2) Any pollutants which will cause corrosive structural damage to the System (in no case with a pH less than 5.0 or higher than 10.5) or wastewater having other corrosive property capable of causing damage or hazard to structures, equipment, and/or personnel of the sewer system or which may be damaging to the operation of the System.
- 3) Solid or viscous substances in amounts which may cause obstruction to the flow in the System or other interference with the operation of the System such as, but not limited to: garbage with particles greater than 1/2 inch, ashes, cinders, animal guts or tissues, paunch, manure, offal, bones, hair, hides or fleshings, entrails, whole bloods, beer or distillery slops, milk residue, ice cream, sugar syrups, feathers, sand, lime residues, stone or marble dust, metal, glass, straw, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, fiberglass, paint or ink residues, gas, tar, asphalt residues, chemical residues, residues from refining or processing of fuel or lubricating facilities, cannery waste, mud, grinding waste, and polishing waste.
- 4) Any wastewater which contains fats, oils, or grease, any non-polar material or any wastewater which contains a substance that will solidify or become viscous within the collection system or at the treatment plant or otherwise interfere with the operations of the System.
- 5) Any uncontrolled wastewater containing spent oils, lubricants, or fuel from vehicles or machinery.
- 6) Any pollutants released at a flow and/or pollutant concentration which will cause interference to the System.
- 7) Any wastewater having a temperature, which will inhibit biological activity in the System resulting in interference, but in no case wastewater with a temperature at the introduction into wastewater treatment plant which exceeds 40 degrees C (104 degrees F). No user shall discharge into any sewer line, or appurtenance of the sewer system, wastewater with a temperature exceeding 65.5 degrees C (150 degrees F). More stringent limitations may be required if it is determined the Sewer System is adversely affected by lower temperatures.
- 8) Any wastewater containing toxic pollutants which either singly or by interaction with other pollutants, would injure or interfere

with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters of the sewer system, or exceed the limitations set forth in a Categorical Pretreatment Standard.

9) Any noxious or malodorous liquids, gases, or solids which whether singly or by interaction with other wastes are sufficient to create a public nuisance or hazard to life or are sufficient to prevent entry into the sewers for their maintenance and repair.

10) Any substance which may cause the System wastewater treatment plant effluent or any other product of the System wastewater treatment plant such as residues, biosolids, or scum, to be unsuitable for reclamation and reuse or to interfere with the reclamation process where the County is pursuing a reuse and reclamation program. In no case shall a substance discharged to the System cause the County to be in non-compliance with biosolids use or disposal criteria, guidelines, or regulations developed under Section 503 of the Act; any criteria, guidelines, or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, or State criteria applicable to the biosolids management method being used.

11) Any substance which will cause the County to violate its NPDES and/or State Disposal System Permit or the receiving water quality standards.

12) Any wastewater with color that cannot be removed by any County wastewater treatment plant.

13) Any liquid or wastewater containing quantities of radioactive waste in excess of presently existing or subsequently accepted limits for drinking water as established by applicable State or Federal regulations.

14) Any substance that is introduced to the System in a negligent or vandalistic manner including, but not limited to, cloth, metal, wood, plastic, concrete, rock, glass, leaves, and grass.

15) Any non-permitted liquid leachate from a landfill, drain field, or any type of soil drainage system.

16) Any discharge generated from pools, ponds, or fountains.

B. Prohibitions on Stormwater and Ground Water

Storm water, ground water, rain water, street drainage, roof top drainage, basement drainage, sump pumpings, sub-surface drainage, or yard drainage shall not be discharged through direct or indirect connections to the System. All users of the System are prohibited from discharging stormwater, groundwater, any drainage waters or any waters which may cause or contribute to infiltration/inflow.

C. Maximum Discharge Concentrations

Following herewith are maximum discharge concentrations for any User of the System. The limits are subject to change by the EPA, ADEM, and/or the County. Such change may occur through changes imposed by National Categorical Pretreatment Standards or by the County's determination that an interference exists in the System by reason of any limit set forth herein or by case-specific considerations.

MAXIMUM DISCHARGE CONCENTRATIONS

<u>POLLUTANT</u>	<u>DAILY MAXIMUM, mg/l</u>
Aluminum, dissolved	50.0
Cadmium, total	0.3
Chromium +6	0.2
Chromium, total	5.0
Copper, total	1.0
Cyanide, as CN or HCN	1.0
Iron, total	20.0
Lead, total	0.5
Nickel, total	1.0
Silver, total	0.5
Tin, total	10.0
Zinc, total	3.6
Arsenic	0.10
Ammonia	25.0
Barium	1.0
Chlorides	200.0
Fluorides	1.50
Mercury	0.01
Molybdenum	0.10
Phenol	1.00
Phosphate	30.00
Selenium	0.10

D. Cooling Water

Cooling water discharge may be considered on a case by case basis. Permission to discharge will be granted at the sole discretion of the Director. If permission is denied, all cooling water must be discharged under an NPDES permit issued by ADEM, as applicable.

E. State Requirements

State requirements and limitations on discharges shall apply in any case where they are more stringent than Federal requirements and limitations or the County's requirements and limitations on discharges described in this Ordinance.

F. Excessive Discharge

No user shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the National Categorical Pretreatment Standards, or in any other pollutant specific limitation developed by the County or State without prior written approval by the County. Where necessary in the opinion of the County, flow equalization facilities may be required to eliminate peak flow concentration conditions which could overload the System. Equalization units shall have a capacity judged by the County to allow controlled discharge of the flow at such a rate which will eliminate peak flow conditions. Detailed flow equalization plans, facility plans, specifications and operating procedures shall be submitted to the County for review and recommendations in a specified format. However, the County shall not approve the submittal for performance.

G. Possible Inhibitory Discharges

If any waters or wastes are proposed to be discharged to the System which contain the substances or possess the characteristics either enumerated or not enumerated in this Article, and which in the judgment of the County and/or the State and Federal agencies having jurisdiction may cause an interference with the System, the biosolids or receiving waters, or which may otherwise create a hazard to life or constitute a public nuisance, the County may:

- 1) reject the wastes in accordance with Article III of this Ordinance;
- 2) for industries affected by the National Categorical Pretreatment Standards, require pretreatment to an acceptable condition for discharge to the System and state a compliance date which in no case shall exceed three (3) years but may be sooner if so stated in the National Categorical Pretreatment Standards;
- 3) require control over the quantities and rates of discharge;
- 4) require payment to cover the added cost of collecting, transporting, handling and treating the wastewater not covered by standard Charges.

If the County or ADEM requires or permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment may be reviewed by the County, ADEM, and Federal Agencies having jurisdiction. In any case, the design and installation shall be subject to the requirements of all applicable codes, resolutions, and laws.

H. Accidental Discharges

1. General

Each industrial user shall provide protection from accidental discharge of prohibited materials or other substances regulated by this Ordinance. Facilities to prevent accidental discharge or prohibited materials shall be provided and maintained at the owner's or user's own cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the County for review and comment. However, the County's review and comment shall in no way be interpreted as a performance approval of such facilities. All existing industrial users shall complete such a plan at the time the industry begins production. No new industrial users who commence this contribution to the sewer system after the effective date of this Ordinance shall be permitted to introduce pollutants into the system until accidental discharge procedures have been reviewed and approved by the County and ADEM and implemented by the Owner or user. Review of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this Ordinance. In the case of an accidental discharge, it is the responsibility of the user to immediately telephone 205-942-0681 and notify County personnel of the incident. The notification shall include:

- 1) time of discharge
- 2) location of discharge
- 3) type of waste
- 4) concentration and volume
- 5) corrective action being taken
- 6) company name
- 7) contact official
- 8) phone number

2. Written Notice

Within five (5) days following an accidental discharge, the user shall submit to the County and ADEM a detailed written report which shall include:

- 1) company name
- 2) contact official
- 3) date, time, and type of material discharged
- 4) corrective actions taken at the time of the discharge and degree of success
- 5) a determination that the cause of the discharge was of mechanical or human nature
- 6) a detailed description of new or modified actions which will be instituted to prevent such an occurrence from happening again
- 7) a timetable for implementing the corrective actions

Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred by the County as a result of damage to the system, fish kills, or any other damage to person or property, nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this Ordinance or other applicable law.

3. Notice to Employees

A notice shall be permanently placed on the user's bulletin board or other prominent place advising employees whom to call in the event of a prohibited discharge. Employers shall insure that all employees who may cause or suffer an occurrence of such a discharge are advised of the emergency notification procedure.

I. Hazardous Wastes

It is a violation of this Ordinance to discharge or cause to be discharged any material categorized as a hazardous waste.

ARTICLE III - ENFORCEMENT AND ABATEMENT

A. Violation

Discharge of wastewater in any manner in violation of this Ordinance or of any condition of an SID permit shall be corrected and abated as provided for specifically in this Article or elsewhere in the Ordinance.

B. Violation Notification

Whenever the County determines or has reasonable cause to believe that a discharge of wastewater has occurred in violation of the provisions of this Ordinance, an SID permit, or any other applicable law or regulation, the County shall notify ADEM and the User of such violation. Failure of the County to provide such notice shall not in any way relieve the User from consequences of a wrongful or illegal discharge.

C. Conciliation Meetings

The County and ADEM may, but shall not be required to, invite the User to a conciliatory meeting to discuss the violation and methods of correcting the cause of the violation. If the County, ADEM, and the User agree to appropriate remedial and preventative measures, they shall commit such agreement in writing with provisions for a reasonable compliance schedule and the same shall be incorporated as a supplemental condition of the User's SID permit.

D. Show Cause Hearing

ADEM may issue a show cause notice to the User at a specified date and time to show cause why the User's SID Permit should not be modified, suspended, or revoked for a violation of this Ordinance, or other applicable law or regulation, or conditions in the SID permit of the User. If the County seeks to modify the User's SID permit to establish wastewater characteristic limitations or other control techniques to prevent future violations, it shall notify the User of the general nature of the recommended modifications.

E. Referral to Attorney General

ADEM or the County may refer a case to the State of Alabama Attorney General's office for action for a User's violation of a Categorical Standard or the conditions of the User's SID Permit.

F. Injunctive Relief

ADEM or the County may file civil suits for injunction, damages, or other appropriate relief to enforce the provisions of this Ordinance or other applicable law or regulation.

G. Assessment of Damages to Others

When any unauthorized discharge to the System (including vandalism) results in an obstruction, damage, or any other impairment to the System or to property or person of others, or results in any expense of whatever character or nature to the County, the County may assess the expense to the responsible party.

H. Petition for Federal or State Enforcement

In addition to other remedies of enforcement provided herein, the County may petition the EPA to exercise such methods or remedies as shall be available to such government entities to seek criminal or civil penalties, injunctive relief, or such other remedies as may be provided by applicable Federal or State laws to insure compliance by Industrial Users with applicable pretreatment standards, to prevent the introduction of toxic pollutants or other regulated pollutants into the sewer system, or to prevent such other water pollution as may be regulated by State or Federal law.

I. Emergency Termination of Service

In the event of an actual or threatened discharge to the System of any pollutant which in the opinion of the County, presents or may present substantial danger to the health or welfare of persons, or causes an interference or degradation to the System, the County shall immediately notify ADEM of the nature of the emergency. The County shall also attempt to notify the User or other person causing the emergency and request their assistance in abating the discharge. The County may also temporarily terminate the service of such User or Users as necessary to abate the condition. Sewer service may be restored by the County at the User's expense when the adverse discharge has been abated or corrected.

J. Termination of Service

The County may disconnect a User from the System when:

- 1) EPA or ADEM informs the County that the effluent from the wastewater treatment plant is no longer of a quality permitted for discharge to a watercourse, and it is determined that the User is delivering wastewater to the System that cannot be sufficiently treated or requires treatment that is not provided by the County as normal domestic wastewater treatment, or
- 2) the User:
 - a) discharges industrial waste or wastewater that is in violation of the SID Permit issued, or
 - b) discharges any substance to the sewer defined in Article II as being prohibited, or
 - c) discharges any wastewater at an uncontrolled, variable rate in sufficient quantity to cause an interference in the System, or
 - d) fails to pay Charges for sanitary sewer service when due, or
 - e) repeats a discharge of prohibited constituents to the System, or
 - f) fails to allow entry to the User's premises to inspect or repair the sanitary sewer system.

If the service is discontinued pursuant to this Section, the County may disconnect the User at the User's expense, or continue disconnection until such time as the violation is abated. Reconnection shall be at the discretion of the County and at the User's expense.

K. Other Remedies

For violations of this Ordinance and any rules and regulations of the County respecting the System, the County may pursue any remedy or enforcement authority provided to it by law. These remedies may include directing the public water system provider to discontinue the water supply to the property and the recording of liens.

ARTICLE IV - STATE INDIRECT DISCHARGE PERMITS, DISCHARGE REPORTS, AND ADMINISTRATION

A. Applicability

The provisions of this Article are applicable to Industrial Users, as defined by ADEM, or any Industrial User specified by the County. Any permits issued hereunder to Industrial Users who are subject to or become subject to a "National Categorical Pretreatment Standard" as that term is defined in 40 CFR 403.3(i) shall be conditioned upon the Industrial User's also complying with all applicable substantive and procedural requirements promulgated by the EPA and ADEM under the "National Categorical Pretreatment Standards" or any other pollutants identified as "priority pollutants."

B. Application and Permit Requirements for Industrial Users

Prior to discharging non-domestic wastewater into the System, all Significant Industrial Users, as defined by ADEM, and any Industrial User, shall simultaneously submit an application and engineering report to Jefferson County and to ADEM for the purpose of obtaining an SID permit. The original and one copy of said package shall be submitted to ADEM while an additional two (2) copies shall be submitted to Jefferson County. The engineering report shall contain the information specified in Article IV.C. All original application packages shall also include a site plan, floor plan, mechanical and plumbing plans with sufficient detail to show all sewers and appurtenances in the Industrial User's premises by size, location, and elevation, and the Industrial User shall submit to the County and ADEM revised plans whenever alterations or additions to the Industrial User's premises affect said plans. Any currently connected User discharging wastewater other than domestic wastewater who has not heretofore filed such a report shall file same with the County and ADEM within ninety (90) calendar days of receiving notice from the County.

C. Report Requirements

The report required by Section B above or other provisions of this Article for all Industrial Users shall contain, in units and terms appropriate for evaluation, the information listed in sub-sections (1) through (9) below. Industrial Users subject to National Categorical Pretreatment Standards shall submit to the County and ADEM a report which contains the information listed in sub-sections (1) through (9) below within one hundred and eighty (180) calendar days after the promulgation by the EPA of a National Categorical Pretreatment Standard under Section 307(b) or (c) (33 U.S.C. 1317(b) or (c) of the Act).

Industrial Users who are unable to achieve a discharge limit set forth in Article II hereof without improved operation and maintenance procedures or pretreatment shall submit a report which contains the information listed in sub-sections (1) through (9) below. Said report shall be certified by a Professional Engineer registered in the State of Alabama and contain all or applicable portions of the following:

- 1) General information including name and affiliation of company, number of employees, product(s) to be manufactured,

including rate of production and SIC number(s), hours of operation, and water supply and disposition.

2) A map showing location of manufacturing plant (with section, township, range, latitude and longitude), treatment facilities and drainage, and locations of each discharge point. In case of indirect discharges, the location of sewer and point of industry connection should be shown.

3) A narrative account of manufacturing operation(s) explaining and/or defining raw materials, processes and products. Blockline or schematic diagrams indicating points of wastewater origin and its collection and disposition should be included.

4) The average and maximum total flow of each discharge from such Industrial User to the System, in gallons per day.

5) The average and maximum of both quantity and quality of the wastewater discharge from each regulated process from such Industrial User and identification of any applicable Pretreatment Standards and Requirements. The concentration shall be reported as a maximum or average level as provided for in the applicable Pretreatment Standard. If an equivalent concentration limit has been calculated in accordance with a Pretreatment Standard, this adjusted concentration limit shall also be submitted to ADEM for approval.

6) Description of existing wastewater treatment facilities including design basis, pretreatment measures, and recovery systems. Means of handling cooling water, storm drainage, and sanitary wastes should be described. Containment systems for product storage areas, loading and intermediate, or raw material handling areas, process areas, and other areas with spill potential should be described. Where applicable, the availability of a Spill Prevention Control and Containment (SPCC) Plan should be indicated.

7) When treatment sludges are generated, dewatering and handling methods and location of disposal should be indicated. Quantity and analysis information should also be furnished.

8) A statement reviewed and signed by an authorized representative of the Industrial User indicating whether Pretreatment Standards are met on a consistent basis and, if not, whether additional operation and maintenance procedures or additional pretreatment is required for the Industrial User to meet the Pretreatment Standards and Requirements.

9) If additional pretreatment or operation and maintenance procedures will be required to meet the Pretreatment Standards, then the report shall contain the shortest schedule by which the Industrial User will provide such additional pretreatment. The completion date in this schedule shall not be later than the completion date established for the applicable Pretreatment Standards.

D. Incomplete Applications

Industrial Users who have filed incomplete applications will be notified by the County that the application is deficient and the nature of such deficiency. If the deficiency is not corrected within thirty (30) days or within such extended period as allowed by the County, the County shall submit the application for a permit to ADEM with a recommendation that it be denied and notify the applicant in writing of such action.

E. Evaluation of Application

Upon receipt of the County's recommendation, ADEM shall conduct its final evaluation of the completed applications and propose such special permit conditions as it deems advisable. All SID permits shall be expressly subject to all provisions of this Ordinance and all other applicable laws and regulations. Based on the County's recommendation, ADEM may also propose that the SID permit be subject to one or more special conditions in regard to any of the following:

1) Pretreatment Requirements;

2) The average and maximum wastewater constituents and characteristics;

3) Limits on rate and time of discharge or requirements for flow regulation and equalization;

4) Requirements for installation of inspection and sampling facilities;

5) Specifications for monitoring programs, which may include sampling locations, frequency and method of sampling, number, types, and standards for tests and reporting schedule;

6) Requirements for submission of technical reports or discharge reports;

7) Requirements for maintaining records relating to wastewater discharge;

8) Monthly average and daily maximum discharge concentrations, or other appropriate limits when incompatible pollutants (as set forth in Article II) are proposed or present in the Industrial User's wastewater discharge;

9) Other conditions as deemed appropriate by the County to insure compliance with this Ordinance, or other applicable law or regulation. The County reserves the right to require more stringent discharge limits or conditions if it so chooses.

10) A reasonable compliance schedule as may be required by applicable law or regulation to insure the Industrial User's compliance with pretreatment requirements or improved methods of operation and maintenance;

11) Requirements for the installation of facilities to prevent and control accidental discharges or spills at the Industrial User's premises.

F. Applicant's Notification of Draft SID Permit and Right to Object

Upon completion of its evaluation, ADEM shall issue a draft SID Permit with special conditions to be included. The applicant shall have thirty (30) days from receipt of ADEM draft SID Permit to review same and mail a registered letter stating any objections to the County

and ADEM. ADEM may, but shall not be required to, schedule a meeting with the County and applicant's authorized representative within fifteen days following receipt of the applicant's objections, and attempt to resolve disputed issues concerning the draft SID Permit. If applicant files no objection to the draft SID Permit or a subsequent agreement is reached concerning same, ADEM shall issue a SID Permit to applicant with such special conditions incorporated therein.

G. Industrial Impact Permit

In addition to the SID Permit application, the Industrial User shall obtain an impact permit. Upon determination that the available capacity of the existing System is sufficient to accommodate applicant's wastewater and upon the Industrial User's receipt of an ADEM-issued SID permit, the County shall issue the applicant a permit authorizing such connection and permitting applicant to discharge wastewater from such premises to the System at the rate and in quantities stated therein.

H. Compliance Scheduling and Reporting Requirements

The Industrial User shall comply with the following conditions and requirements pertaining to reporting and compliance scheduling:

1) The schedule shall contain certain increments of progress in the form of calendar dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment requirements for the Industrial User to meet the applicable Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).

2) No increment referred to in Article IV.H.1 shall exceed nine (9) months.

3) Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the Industrial User shall submit a progress report to the County and ADEM including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for the delay, and steps being taken by the Industrial User to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the County and ADEM.

4) Within ninety (90) days following the date for final compliance with applicable Pretreatment Standards or, in the case of a New Source, prior to commencement of the introduction of wastewater into the System, any Industrial User subject to Pretreatment Standards and Requirements shall submit to the County and ADEM a report indicating the nature and concentration of all pollutants in the discharge from the regulated process which are limited by Pretreatment Standards and Requirements and the average and maximum daily flow for those process units which are regulated by such Pretreatment Standards or Requirements. The report shall state whether the applicable Pretreatment Standards or Requirements are being met on a consistent basis and, if not, what additional operation and maintenance procedure or pretreatment is necessary to bring the Industrial User into compliance with the applicable Pretreatment Standards or Requirements. This statement shall be signed by an authorized representative of the Industrial User and certified to by a Professional Engineer registered in the State of Alabama.

5) Any Industrial User subject to a Pretreatment Standard, after the compliance date of such Pretreatment Standard, or, in the case of a New Source, after commencement of the discharge into the System, shall submit to the County and ADEM, at such times and intervals as specified in the respective permit, a report indicating the nature and concentration of pollutants in the effluent which are limited by such Pretreatment Standard. In addition, this report shall include a record of all daily flows which, during the reporting period, exceeded the average daily flow reported in Section C(4) of this Article. At the discretion of the County and ADEM and in consideration of such factors as local high or low flow rates, holidays, budget cycles, etc., the County and ADEM may agree to a specific schedule for report submission.

6) The County and ADEM, as applicable, may impose mass limitations on Industrial Users where the imposition of mass limitations are appropriate. In such cases, the report required by Article IV.B. shall indicate the mass of pollutants regulated by Pretreatment Standards in the effluent of the Industrial User. Where mass limitations are imposed on Industrial Users, matching concentration limits may be imposed on Industrial Users.

7) The Industrial User shall immediately notify the County of any prohibited discharge under Article II.A.

8) The reports required in this Article shall contain the results of sampling and analysis of the discharge, including the flow rate and the nature and concentration, or production and mass limits where requested by the County and ADEM, of pollutants contained herein which are limited by the applicable Pretreatment Standards. The frequency of monitoring shall be prescribed in the applicable Pretreatment Standard. All analyses shall be performed in accordance with procedures established by the EPA under the provisions of Section 304(h) of the Act (33 U.S.C. § 1314(h)) and contained in 40 CFR Part 136 and amendments thereto, or with any other test procedures approved by the EPA or ADEM. Sampling shall be performed in accordance with the techniques approved by the EPA.

I. Maintenance of Records

Any Industrial User subject to the report requirements established in this Article shall maintain records of all information resulting from any required monitoring activities. Such records shall include for all samples:

- 1) the date, exact place, method, and time of sampling, preservation techniques, and the names of the persons taking the samples;
- 2) the date analyses were performed;

- 3) who performed the analyses;
- 4) the analytical techniques/methods used; and
- 5) the results of such analyses.

J. Retention of Records

Any Industrial User subject to the reporting requirement established in this Article shall be required to retain for a minimum of five (5) years any records of monitoring activities and results (whether or not such monitoring activities are required by this Article) and shall make such records available for inspection and copying by the County, ADEM or the EPA. This period of retention shall be extended during the course of any unresolved litigation involving the Industrial User or when requested by the County, ADEM, or the EPA.

K. Permit Duration

ADEM will issue SID Permits for a period of five (5) years. Notwithstanding the foregoing, Industrial Users becoming subject to a National Pretreatment Standard shall apply for new permits on the effective date of such National Pretreatment Standards. The County shall notify in writing any User whom it has cause to believe is subject to a National Categorical Pretreatment Standard of the promulgation of such federal regulations, but any failure of the County in this regard shall not relieve the User of the duty of complying with such National Pretreatment Standards. A User must apply in writing to the County and ADEM for a renewal permit within one hundred eighty (180) days prior to expiration of the current permit. Limitations or conditions of a permit are subject to modification or change as such changes may become necessary due to revisions in applicable water quality standards, changes in the County's NPDES permit, changes in Article II of this Ordinance, changes in other applicable law or regulation, or for other just cause. Users shall be notified of any proposed changes in their permit by the County and ADEM at least thirty (30) days prior to the effective date of the change. Any change or new condition in a permit shall include a provision for a reasonable time to achieve for compliance. The user may appeal the decision of ADEM in regard to any changed permit conditions as otherwise provided in this Ordinance.

L. Permit Transfer

SID Permits are issued to a specific Industrial User for a specific operation and facility. An SID Permit shall not be reassigned or sold to a new User or different premises. An SID Permit may be transferred when the facility ownership changes, but ADEM and the County reserve the right to issue a new or modified permit.

M. Permit Revocation

Any permit issued under the provisions of this Article is subject to be modified, suspended, or revoked in whole or in part during its term for cause, including, without limitation, the following:

- 1) Violation of any terms or conditions of the wastewater discharge permit or other applicable law or regulation;
- 2) Obtaining a permit by misrepresentation or failure to disclose fully all relevant facts; or
- 3) A change in any permit condition that requires either a temporary or permanent reduction or elimination of the regulated discharge.

ARTICLE V - INSPECTION, MONITORING AND ENTRY

A. General

Whenever required to carry out the objective of this Ordinance, including but not limited to, (1) developing or assisting in the development of any effluent limitation, or other limitation, prohibition, or effluent standard, pretreatment standard, standard of performance, or permit condition under this Ordinance; (2) determining whether any person is in violation of any such effluent limitation, or other limitation, prohibition or effluent standard, pretreatment standard, standard of performance, permit condition or any requirement established under this Ordinance.

1) The County and ADEM shall require any Industrial User or any other User including residential and non-residential Users, if deemed necessary, to comply with the requirements this Ordinance, including:

- (a) establish and maintain such records as required by Article IV of the Ordinance;
- (b) make such reports as required;
- (c) install, use and maintain such monitoring equipment and methods (including, where appropriate, biological monitoring methods) as required;
- (d) sample such effluent (in accordance with such methods, at such locations, at such intervals, and in such manner as the County and ADEM shall prescribe);
- (e) provide the County, ADEM or EPA with access to the User's premises; and
- (f) provide such other information as the County or ADEM may reasonably require.

2) The authorized representative of the County, ADEM, or EPA, upon presentation of his credentials:

- (a) shall, within thirty (30) minutes of presenting proper credentials, have a right of entry to all properties for purposes of inspection, observation, measurement, sampling and testing in accordance with the provisions of this Ordinance; and
- (b) may at any time have access to and copy any records, inspect any monitoring equipment or method required under

clause (1), and sample any effluents where the owner or operator of such source is required to sample under such clause.

3) Where, in the opinion of the County, construction, repair, or maintenance of any portion of the System is needed, the County, its employees or contractors shall be permitted to enter property and perform such work as may be necessary. The County shall have the right to disconnect illicit or unpermitted sources from the System. The responsibility for payment of the cost and expense of any such activities shall be determined by the County and billed to the user as appropriate.

4) Where, in the opinion of the County, construction, repair or maintenance of any portion of the System carrying wastewater, storm water, or surface water is needed, and said portion lies outside of a public easement, the owner thereof shall be advised by the County of the needed construction, repair or maintenance and be given a reasonable time as determined by the County to complete such work. Upon the owner's refusal or failure to complete such work as aforesaid, the County may, with consent of the owner, perform such work at the expense of the owner. Upon the failure of the owner to perform such work or consent to such work at the owner's expense, the County may disconnect said portion from the System.

B. Requirements

Specific requirements under the provisions of Article V.A shall be established by the County and ADEM for each Industrial User and such requirements shall be included as a condition of the Industrial User's SID permit. The nature or degree of any requirements under this provision shall depend upon the nature of the Industrial User's discharge, the impact of the discharge and economic reasonableness of any such requirement imposed. The Industrial User shall be required to design any necessary facility, and to submit detailed design plans and operating procedures to the County and ADEM for review in accordance with accepted engineering practices. However, the County shall not approve such a submittal for performance.

C. Denied Right of Entry

In the event any User denies the County, ADEM, or EPA, or their authorized representatives, the right of entry to or upon the User's premises for purposes of inspection, sampling effluents, inspecting and copying records, or performing such other duties as shall be imposed upon the User under this Ordinance, the County, ADEM, or EPA shall use such means as shall be advisable and reasonably necessary to discharge its duties under this Ordinance to obtain entry.

D. Denied Duty

Any User failing or refusing to discharge any duty imposed upon him under the provisions of this Article, or who denies the County and ADEM or the EPA the right to enter upon the User's premises for purposes of inspection, sampling effluents, inspecting and copying records, or such other duties as may be imposed upon him under this Ordinance, shall be deemed to have violated the conditions of his SID permit, as applicable, and such permit shall be subject to modification, suspension, or revocation under the procedure established in Article III of this Ordinance.

E. Sampling Structure and Equipment

1. General

All industrial waste connections shall have a sampling structure which will meet the requirements of this Ordinance. The Industrial User shall supply and maintain at its expense such equipment as may be necessary to enable the County to take refrigerated continuous flow proportional samples of the wastewater discharges. If, after initial sampling and monitoring by the County, it is determined that the structure and equipment are inadequate to obtain data of sufficient quality, the County may require changes or modifications in the structure and equipment as it deems necessary. It shall be the Industrial User's responsibility to maintain such structure and equipment. Any damage or loss which necessitates repair or replacement of the County's sampling equipment shall be assessed and charged to the Industrial User on an actual cost basis.

2. Suggested Sampling Structures

Documents are available to assist the User in constructing the aforementioned sampling structure. These documents are available upon request by contacting the Industrial Pretreatment Office at 205-238-3833.

ARTICLE VI - INDIRECT DISCHARGES

A. Hauled Wastewater

No person may discharge hauled wastewater into the System except in the manner and at such locations as may be designated by the County.

B. Certification of Haulers

Any person engaged in the hauling of wastewater to the System must hold a current valid certificate of competency from the Jefferson County Health Department and a license from the Alabama Onsite Wastewater Board. The discharge of hauled wastewater to the System will not be permitted without evidence of such certification.

C. Wastewater Limitations

The discharge of hauled wastewater shall generally be limited to the following:

- 1) Contents of residential household septic tanks (septage)

2) Food Service Facility grease traps/interceptors

The County reserves the right to refuse any hauled wastewater when, in the absolute discretion of the County, it appears that the discharge of hauled wastewater may interfere with the effective operation of the System.

D. Discharge Locations

The County shall designate the locations and times where hauled wastewater may be discharged. Locations and times of operation are subject to change without notice.

Current locations accepting discharge of hauled wastewater are as follows:

- 1) Septage Discharge Facility near the Birmingham Municipal Airport at 1701 40th Street North
- 2) Valley Creek Wastewater Treatment Plant in West Bessemer
- 3) Village Creek Wastewater Treatment Plant in Ensley (facility accepts grease trap discharge)
- 4) Such other places as may be designated by the Director of Environmental Services

E. Monitoring of Discharge

The County may collect samples of each load of hauled wastewater to ensure compliance with this Ordinance. The County may also require the wastewater hauler to provide an analysis of the wastewater of any load prior to discharge.

F. Grease Waste

Grease trap waste shall not be combined with septic tank waste and transported to the disposal site as part of a mixed load. Discharge of mixed septage and waste grease loads are prohibited.

Grease manifests shall accompany all grease interceptor and trap waste to the disposal site. The grease hauler shall complete the middle portion of the grease disposal manifest and deliver the manifest to the disposal site for completion.

Only grease collected in Jefferson County or from Users of the System may be discharged at ESD Facilities. Grease disposal manifests shall accompany all grease interceptor and trap waste and be delivered to the grease disposal site.

G. Other Waste

Other hauled wastewater or liquid waste may, at the discretion of the County, be accepted for discharge at an approved location provided that:

- 1) Wastewater contains no industrial waste or sludges (refer to SID permit and/or Jefferson County Pretreatment Office);
- 2) Wastewater contains no hazardous waste; and
- 3) Wastewater is not otherwise limited by this Ordinance.

Sampling and analysis of such non-domestic septage or grease waste shall be provided. Additional Charges for the discharge of such waste may apply as determined by the County.

ARTICLE VII - BUILDINGS, SEWERS, AND CONNECTIONS

A. User Responsibility

All costs and expenses related to the installation and/or connection of the sewer service line shall be borne by the User. The User shall indemnify the County from any loss or damage that may directly or indirectly be occasioned by the installation of the sewer service line.

B. Number of Sewers per Building

A separate and independent sewer service line shall be provided for every building. Variances to this rule are subject to approval by the Sewer Permitting and Inspections Office (716 Richard Arrington Jr. Blvd. North, Suite A300, Birmingham, Alabama).

C. Construction Standards

The size, slope, alignment, materials or construction of a sewer service line, and the methods to be used in excavating, placing of pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the ESD Standard Specifications for Sanitary Sewer Service Lines and Connections, the ESD Standards for Construction of Commercial and Residential Sanitary Sewer Systems, all applicable plumbing codes, and other applicable rules and regulations of the County.

D. Sewer Elevation

Whenever possible, a building's sewer service line shall be designed to operate by gravity flow. In limited circumstances, a private lift station may be approved by the Sewer Permitting and Inspections Office.

E. Connection Standards

The connection of the sewer service line into the public sewer shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the County. In the absence of specific code provisions, the materials and use provided in applicable specifications of ASTM and WPCF Manual of Practice No. 9 shall apply. All such connections shall be made gastight and watertight. The County reserves the right to deny connections.

F. On-Site Requirements

All excavations for sewer service line installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a satisfactory manner.

G. Interceptors

Grease, oil and sand interceptors shall be provided by the Owner when, in the opinion of the County, they are necessary for the proper handling of liquid wastes as provided for in Article II.A. Interceptors shall not be required for individual private living quarters or dwelling units. Prior to installation, all interceptor plans and specifications shall be approved by the County and shall be readily and easily accessible for cleaning and inspection.

H. Facility Maintenance

Where primary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

I. Cross-Connection

Any cross-connection between potable water supply and a sanitary sewer is prohibited.

J. Right of Way Limitations

No private sewer may be extended more than fifty (50) feet in the public right of way. At no time shall a permanent structure be located over a sewer main or sewer service line.

K. Sewer Impact Permits

All persons or entities who intend to connect to the System or modify, expand, or change an existing connection to the System shall obtain an impact permit for plumbing fixtures. Commencement of work prior to obtaining a permit is prohibited and subject to penalty. Impact permits shall be obtained by the User or a designated agent of the User before a building or plumbing permit will be issued for any residential, commercial, or industrial facilities whose wastewater is treated in the System. The following is required of an applicant in order to secure an impact permit:

1) Applicants shall provide a building, site utility and plumbing drawings to the Sewer Permitting and Inspections Office (716 Richard Arrington Jr. Blvd. North, Suite A300, Birmingham, Alabama). Site utility plans are required for Non-Residential Users. It is the responsibility of the applicant to determine the number of fixtures.

2) Upon payment of applicable Charges, the applicant shall receive two copies of the impact permit. The applicant shall retain one copy for his or its personal records, and submit one copy to the governing municipal jurisdiction for a building permit, if required.

3) A building permit shall not be issued prior to the issuance of an impact permit as outlined in 2) and in accordance with the Unification Agreement.

4) The County shall inspect the premise to determine compliance with the impact permit. It shall be the responsibility of the applicant and/or the Owner, or Owner's representative to notify the County of completion of construction. For any plumbing fixtures which were not included in the impact permit, Charges shall be paid in full before a certificate of occupancy is issued.

L. Alternate Waste Systems Conversion Prohibition

All persons, firms or entities owning or occupying any home, mobile home, commercial building or industry currently connected to the System shall not disconnect from the System for the purposes of connection to an alternate waste treatment system. The System shall be deemed the primary source of waste disposal.

M. Sewer Connection Permits

All persons or entities who wish to connect a new service line to the System, or to modify, change, or repair an existing service line or connection to the System, shall obtain a sewer connection or sewer repair permit from the Sewer Permitting and Inspections Office (716 Richard Arrington Jr. Blvd. North, Suite A300, Birmingham, Alabama).

All sewer connection permits shall be obtained prior to starting any excavation for the installation or repair of a sewer service line or connection. Plumbers may also be required to secure excavation permits from other jurisdictions when entering road rights of way. The Sewer Connection Permit shall be obtained by the Owner's plumber from the Sewer Permitting and Inspection Office. The sewer connection permit shall be obtained and signed by a Master Plumber or his duly authorized representative. The plumbing company shall have a current bond with the Jefferson County Commission, and be licensed by the State of Alabama Plumbing and Gas Fitters Board.

ARTICLE VIII - GREASE CONTROL

A. Application and Permit Requirements

All Food Service Facilities having the potential to discharge Fats, Oils and Grease (FOG) into the Sewer System shall obtain a Grease Control Program Permit. On all new construction, a sewer impact permit must be obtained from the Sewer Permitting and Inspection Office (716 Richard Arrington, Jr. Blvd. North, Suite A300, Birmingham, Alabama, prior to the issuance of a Grease Control Program Permit.

1. Procedures

Grease Control Program Permits shall be obtained by the Owner or his designated agent. A Grease Control Program Permit must be obtained before (1) a sewer connection permit is issued for new construction or (2) an impact permit is issued for remodels on existing structures for any food service facility whose wastewater is treated in the System. The following describes the process required by an applicant securing a grease permit.

a) The Owner shall submit an application for permit to the Grease Control Program Office (1290 Oak Grove Road, Homewood, AL 35209). The Owner shall include a site utility plan and/or plumbing plans with details, size and location of the grease control device and sampling vault inclusive of locations for all sinks, dishwashers, restrooms, sewer connections, etc. (as deemed necessary) along with a recent copy of the water bill for the facility in question. All grease interceptors and traps located at a facility and operated by the same Owner must be included in the permit application, each grease control device shall be identified individually on said application. All information contained in the Food Service Facility Grease Control Program Permit Application shall be certified by the applicant as true and complete prior to the County's review for approval.

b) Upon submittal and payment, the County will review the permit application for acceptance.

c) Permit acceptance conditions may include, but are not limited to, the following:

i. permit duration,

ii. permit fee,

iii. permit transfer prohibition,

iv. frequency of inspections,

v. maintenance requirements,

vi. compliance schedule,

vii. requirements for retaining records,

viii. statement of permission for the County to enter upon the User's property without prior notifications for the purpose of inspection, observation, photography, records examination and copying, measurement, sampling or testing, and

ix. other conditions deemed by the County necessary to ensure compliance with this program and other applicable ordinances, laws and regulations.

d) A Food Service Facility may apply for a Permit Exemption if the Food Service Facility does not discharge significant amounts of FOG to the System. Such facilities shall engage only in the reheating, hot holding or assembly of ready to eat food products, and as a result, there is no wastewater discharge containing a significant amount of FOG. Food Service Facilities which are granted an exemption from the permit requirement are subject to inspection by ESD inspectors and are required to notify the County if changes are made where grease waste is generated. A permit exemption shall be subject to a single exemption Charge. The exemption will be in effect until there is a change in food service operations that generates FOG or if the facility is linked to a sewer blockage or sanitary sewer overflow.

e) Permit Denial: The applicant will be advised in writing of the specific cause for the denial within sixty (60) calendar days of the decision to deny the permit application. If the applicant is denied a permit under this program, he shall have the right to appeal such denial to the Director. The appeal shall be filed within fifteen (15) business days of receipt of the notice of denial.

2. Grease Control Device Requirements

All new Food Service Facilities that discharge FOG into the System shall install, operate, and maintain properly sized grease control devices provided in this Ordinance and in accordance with all regulatory authorities having jurisdiction. New construction shall include remodels where plumbing is being re-worked, excavation is being performed on-site, or when there is a change in size or type of food preparation equipment. Existing FSFs may be required to modify existing grease control devices, or to install new or additional grease control devices.

a) Grease Traps (Outdoor Applications)

Grease traps shall be required for each new and existing Food Service Facility if the service provided by the establishment includes food preparation, operation of a food grinder or an automatic dishwasher.

i. Grease traps shall have a capacity of not less than two (2) 1,000 gallon traps installed in series for a total capacity of 2,000 gallons;

ii. The Director may approve the use of a single 1,000 gallon trap where site conditions prevent the installation of two 1,000 gallon traps in series; and

iii. The Director may approve the use of a single 1,000 gallon trap for food service facilities if a Food Service Facility demonstrates that a single 1,000 gallon trap can accommodate the nature of the food service provided.

Contact the Grease Control Program at 238-3878 for grease trap specifications. If additional Food Service Facilities are added to an existing trap, a professional engineer must certify that the existing trap can properly function with the additional FOG loading.

b) Grease Interceptors (Indoor Applications)

Grease interceptors may be approved for use by the County for indoor installations if site conditions prevent the installation of outdoor grease traps, if the Food Service Facility operates infrequently, or if the facility is replacing an existing grease interceptor provided that the Food Service Facility is not equipped with a dishwasher or a food waste grinder.

Grease interceptors shall be sized in accordance with Plumbing and Drainage Institute Standard PDI-G101, Testing and Rating Procedure for Grease Interceptor with Appendix of Sizing and Installation Data.

Discharge of the following materials to an indoor grease interceptor is prohibited:

- i. Wastewater with a temperature higher than 140 degrees F,
- ii. Wastewater discharged from a dishwasher
- iii. Acidic or caustic cleaners, or
- iv. Wastewater discharged from a food waste grinder (disposal).

c) Alternative Grease Removal Technologies

Alternative grease removal technologies may be approved by the County for the purpose of controlling FOG discharge into the sewer system in lieu of a standard grease interceptor or trap if ESD determines the device employing such technology shall be at least as effective as a standard grease interceptor or trap. The approved device shall be wired directly to a circuit breaker and shall contain audio and visual alarms that can only be reset by opening and servicing the device.

The User shall provide the following information to ESD for the evaluation of the proposed technology:

- i. A design that is specific to the Food Service Facility submitting the information prepared and certified by a professional engineer. The County will not consider a general proposal.
- ii. Complete information regarding the performance of the technology and proof of effectiveness in removing FOG from the waste stream.
- iii. Specifications for maintenance service and frequency.
- iv. The manufacturer's installation and operation manuals.

If the alternative technology is approved, the User shall install and maintain the device in accordance with the manufacturer's installation and operation specifications. Maintenance shall be performed at least as often as stipulated in the permit, even if the manufacturer specifies less frequent maintenance.

d) Sampling Location

Grease control device sampling vaults or ports shall be required at all new Food Service Facilities. Existing Food Service Facilities may be required to provide a sampling vault/port if two or more failures have occurred and it has determined that the Existing Food Service Facility is a contributor to the downstream blockage.

3. Action Plan

If it is determined by the ESD that an existing grease interceptor or grease trap does not meet the capacity and/or functionality requirements as set forth in this Ordinance, the Owner shall submit a detailed Action Plan within 30 days of notification. The Action Plan shall clearly identify the method which will be used to address the deficient grease interceptor or trap. Options to address the deficient grease interceptor or trap include the following:

Option 1 – Install a grease interceptor or trap (grease control device) of proper size and install a sampling vault/port. The Action Plan shall identify the location and size of the existing grease interceptor or trap, the location and size of the proposed grease interceptor or trap and sampling vault/port, and the date by which the proposed grease interceptor or trap will be in service. ESD will review the proposed location, size and installation schedule and either approve the Action Plan or request modifications and resubmittal of the Action Plan.

Option 2 – Install one or more additional grease interceptors or traps (grease control devices) in series with the existing interceptor or trap to provide the required capacity and install a sampling vault/port. The Action Plan shall identify the location and size of the existing grease interceptor or trap, the location and size of the proposed grease interceptor or trap and the sampling vault, and the date by which the proposed grease interceptor or trap and sampling vault/port will be in service. ESD will review the proposed location, size and installation schedule and either approve the Action Plan or request modifications and resubmittal of the Action Plan.

Option 3 – Install a grease control device employing alternative technology. The device can be a standalone device or may be used in combination with a conventional passive grease interceptor or trap. The Action Plan shall include manufacturer's information on the specific device to be installed and a drawing showing the Food Service Facility plumbing, the proposed location of the device, and the location of the sampling vault/port.

B. Grease Permit Violations

The Director may revoke a permit or approval in the event that any part of the construction, installation or maintenance of the grease control device is in violation of, or not in compliance with, the provisions of this Ordinance.

Installation, modifications, repairs or replacement of grease control devices shall be inspected by the County. Any work completed without prior approval by the County shall be subject to a non-compliance Charge.

C. Maintenance Requirements for Grease Control Devices

Maintenance shall be performed for grease control devices as determined by inspections, sampling and the application of the 25 Percent Rule, or at intervals specified in the Permit, whichever is more frequent, but no less than every 90 days for outdoor grease traps and every 14 days for indoor grease interceptors. Maintenance of all grease control devices shall be performed as frequently as necessary to protect the sanitary sewer system against the accumulation of FOG. If multiple grease control devices are installed, all systems in the series

must be pumped according to the maintenance schedule.

The 25 Percent Rule requires that the depth of oil and grease (floating and settled) in a trap shall be less than 25 percent of the total operating depth of the trap. The operating depth of a trap is determined by measuring the internal depth from the outlet water elevation to the bottom of the trap.

Food Service Facilities which operate infrequently or only for special events may request a modification to the maintenance schedule specified above. The County may authorize a maintenance frequency related to the operation of the Food Service Facility. The User shall submit a request, in writing, for a modified maintenance schedule which includes all details of operation to the County for review.

The User shall be responsible for the proper removal and disposal of the grease interceptor or trap waste. All waste removed from each grease interceptor or trap must be disposed of properly at an appropriate facility designed to receive grease interceptor or trap waste. All grease waste generated within the System shall be disposed of at designated County facilities.

Maintenance shall include the complete removal of all grease waste from the interceptor or trap including floatable materials, wastewater, sludges, and solids. Grease interceptors and traps shall be operated in accordance with the manufacturer's specifications and/or in accordance with generally accepted engineering standards and practices.

Grease trap maintenance shall include the following minimum services:

- 1) Complete removal of all grease interceptor or trap contents rather than skimming the top grease layer,
- 2) Thorough cleaning of the grease interceptor or trap to remove grease and scum from inner walls and baffles,
- 3) Filling cleaned interceptor or trap with cold potable water, and
- 4) Completion of middle section of the grease disposal manifest form and delivery to waste disposal site along with the grease interceptor or trap waste.

Top skimming, decanting or back flushing of the grease interceptor or trap or its contents for the purpose of reducing the volume of waste to be hauled is prohibited. Vehicles capable of separating water from grease shall not discharge separated water into the grease trap or into the wastewater collection system.

The User shall be responsible for retaining records of the maintenance of all grease control devices including manifests, permits, permit applications, correspondence, sampling data and any other documentation that may be requested by ESD. These records shall include the dates of service, volume of waste removed, waste hauler, and disposal site of waste. These records shall be kept on-site at the location of the grease control device for a period of three (3) years and are subject to review without prior notification.

D. Grease Control Program Inspections and Compliance

Grease interceptors and traps shall be subject to inspection a minimum of once per year to determine compliance. Frequency of inspections may be increased in order to protect the System against the accumulation of grease. Compliance shall be evaluated based on any of the following criteria:

- 1) Implementation of Best Management Practices (BMPs),
- 2) Grease control device(s) kept in compliance with 25 Percent Rule,
- 3) Regularly scheduled maintenance of grease control device(s),
- 4) Documentation of maintenance and proper disposal,
- 5) Employee education and training and documentation thereof
- 6) Completion of approved action plans, and
- 7) Absence of fryer oil.

Failure to comply with any of these requirements may result in a non-compliance Charge.

If a grease interceptor or trap fails an inspection, the inspector shall notify the User that maintenance must be performed on the grease device within seven (7) calendar days. The inspector will return within 14 calendar days to re-inspect the grease device, and the FSF shall be subject to a re-inspection Charge per grease interceptor or trap. If the grease interceptor or trap is determined to be in compliance, annual inspections shall resume the subsequent year.

If the grease interceptor or trap fails a re-inspection, a notice of non-compliance shall be issued and maintenance must be performed on the grease interceptor or trap immediately. A second re-inspection will be scheduled within 24 hours. The User shall be subject to the re-inspection Charge for each re-inspection.

Any grease interceptor or trap receiving three (3) notices of non-compliance within a 24-month period shall be deemed a nuisance by the County and shall require corrective actions as determined by the County to cure the nuisance, including, if deemed necessary, termination of all discharges to the System

Any alternative technology grease control device found in non-compliance shall be deemed a nuisance by the County. If the user is unable to cure the nuisance, installation of a conventional passive grease trap shall be required.

E. Prohibitions

The following activities are specifically prohibited:

- 1) Introduction of chemical elements directly into the grease control device or any section of the plumbing system.
- 2) Disposal of fryer oil to the System.

F. Grease Haulers

All grease haulers shall be licensed by the Jefferson County Department of Health and hold a Septic Tank Haulers Permit. Grease trap waste shall not be combined with septic tank waste and transported to the disposal site as part of a mixed load. Discharge of mixed septage and waste grease loads are prohibited.

Grease manifests shall accompany all grease interceptor and trap waste to the disposal site. The grease hauler shall complete the middle portion of the grease disposal manifest and deliver the manifest to the disposal site for completion.

Only grease collected in Jefferson County may be discharged at ESD Facilities. Grease collected outside of Jefferson County shall not be accepted for disposal at any ESD Facility. Grease disposal manifests shall accompany all grease interceptor and trap waste and be delivered to the grease disposal site.

ARTICLE IX - GENERAL PROVISIONS

A. Damage to Sewer System

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any portion of the Sewer System.

B. Validity

All resolutions, ordinances, parts of resolutions, or parts of ordinances in conflict herewith are hereby repealed.

C. Severability

The provisions of this Ordinance are severable. If any provision, section, paragraph, sentence or part thereof, or the application thereof to any individual or entity, shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this Ordinance, it being the Commission's legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independently of each other.

D. Penalties

Violation of any provision of this Ordinance may subject the violator to fine and/or other enforcement remedies available to the County and to ADEM. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. In addition to any such fines or enforcement remedies, the County shall be allowed to recover reasonable attorney's fees, interest, penalties, court costs, court reporter's fees and any other expenses of litigation or collections from any person or entity in violation of this Ordinance or the orders, rules, regulation and permits issued hereunder.

ARTICLE V - ORDINANCE IN FORCE

A. Date Effective

This ordinance shall be in full force and effect on the date of adoption by the Jefferson County Commission.

B. Date Adopted

Passed and adopted by the Jefferson County Commission on the 6th day of November, 2012.

Approved this 6th day of November, 2012 by W. D. Carrington, President - Jefferson County Commission.

Attest:

Minute Clerk of the Jefferson County Commission

JEFFERSON COUNTY

SEWER USE CHARGE ORDINANCE NO. 1809

ADOPTED NOVEMBER 6, 2012

This document is provided as a convenience to the public. The official ordinance and amendments thereto are contained in the office of the Minute Clerk of Jefferson County in Minute Book 164, pages _____. In the event of a discrepancy between any words or figures contained in this document and those contained in the official minutes of the Jefferson County Commission, the words and figures reflected in the official minutes shall govern.

JEFFERSON COUNTY SEWER USE CHARGE ORDINANCE

ARTICLE I - GENERAL PROVISIONS

A. Purpose and Policy

This ordinance establishes sewer charges for those whose sewerage is disposed of or treated by the wastewater collection and treatment system for Jefferson County, Alabama. This ordinance contains the Commission's reasonable and nondiscriminatory rules and regulations fixing rates and charges for sewer service, providing for the payment, collection, and enforcement thereof, and the protection of its property. These rules and regulations accomplish the equitable distribution of costs of the System.

This ordinance shall apply to all System Users in Jefferson County and to persons outside the County who are, by contract or agreement with the County, Users of the System. Except as otherwise provided herein, the Environmental Services Department shall

administer, interpret, implement, and enforce the provisions of this ordinance. Where not specifically provided herein, the provisions of this ordinance shall be enforced and interpreted consistent with the "Jefferson County Sewer Use Administrative Ordinance."

B. Definitions

Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

1. "ADEM" shall mean the Alabama Department of Environmental Management or its duly authorized deputy, agent, or representative.
2. "All contributors" denotes any Person or Owner contributing wastewater to the System.
3. "BOD5" (denoting five day biochemical oxygen demand), shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees C, expressed in milligrams per liter by weight. BOD shall be determined by standard methods as hereinafter defined.
4. "Billed Volumetric Units" shall mean the total metered volume of water after application of the Return Factor (see Article II.A)
5. "COD" shall mean chemical oxygen demand as determined by standard test methods.
6. "Condensate" shall mean liquid water resulting from the change of water vapor to liquid by the use of traditional air conditioner units or water heaters.
7. "Constituents" shall mean the combination of particles, chemicals or conditions existing in the wastewater.
8. "Consumption" shall mean the amount of water used, as measured by a water meter using a given unit of measure.
9. "Cooling Water" shall mean the water discharged from commercial air conditioning, cooling or refrigeration sources such as chillers and cooling towers.
10. "Cu. Ft." denotes cubic feet.
11. "County" shall mean the Jefferson County Commission or its employees, duly authorized agents or representatives.
12. "Director" shall mean the Director of the Environmental Services Department or his designee.
13. "Environmental Services Department" or "ESD" shall mean the County department that has direct responsibility for the maintenance, management and operations of the Sewer System.
14. "FOG" shall mean fats, oils, and grease.
15. "Grease Control Device" shall mean any grease interceptor, grease trap or other approved mechanism, device or process, which attaches to, or is applied to, wastewater plumbing fixtures and lines, the purpose of which is to trap, collect or treat FOG prior to the balance of the liquid waste being discharged into the System.
16. "Grease Interceptor" shall mean an indoor device located in a food service facility or under a sink designed to collect, contain and remove food wastes and grease from the waste stream while allowing the balance of the liquid waste to discharge to the System by gravity.
17. "Grease Permit" or "Food Service Facility Grease Control Program Permit (FSFGCPP)" shall mean the license/authorization to discharge wastewater/liquid waste into the System granted to the Owner of a Food Service Facility or his/her authorized agent.
18. "Grease Trap" shall mean an outdoor device located underground and outside of a food service facility designed to collect, contain and remove food wastes and grease from the waste stream while allowing the balance of the liquid waste to discharge to the System by gravity.
19. "Health Department" shall mean the State Board of Health as constituted in accordance with Ala. Code § 22-2-1 et seq., and includes the Committee of Public Health or State Health Officer when acting as the Board. The Health Department is not affiliated with the Jefferson County Commission.
20. "Impact Fee" shall mean the charge assessed to any sewer user prior to connection with, or access to, the System.
21. "Industrial User" shall mean any industry discharging liquid waste into the System either with or without pretreatment.
22. "Industrial Wastewater" shall mean any wastewater discharge with pollutant loadings in excess of the values described in Article IV.D.1.
23. "Industrial Wastewater Surcharge" shall mean the additional service charge assessed to Users whose wastewater characteristics exceed those of normal wastewater as defined in this ordinance.
24. "l" denotes liter.
25. "Metered Water" shall mean the quantity of all sources of water, including water from wells, consumed by the sewer User (see Article II).
26. "mg/l" denotes milligrams per liter and shall mean ratio by weight.
27. "Non-Residential User" or "Other User" shall mean a premise or person who is not considered a Residential User and includes multi-family residential (with master meter(s), i.e. apartment complex, mobile home complex, etc.), commercial and industrial premises that discharge wastewater of Standard Strength into the System.
28. "Non-Resident User" shall mean a User whose property is located outside the corporate limits of Jefferson County.
29. "Person" or "Owner" shall mean any natural person, individual, firm, company, joint stock company, association, society, corporation, group, partnership, co-partnership, trust, estate, governmental or legal entity, or their assigned representatives, agents or assigns.

30. "Private Meter" shall mean a secondary water meter installed by the user downstream of the primary domestic water meter to measure non-sewered (outdoor) water use.
31. "Public Water System" shall mean a system for the provision to the public of piped water for human consumption.
32. "Residential User" or "Domestic User" shall mean a premise or person who discharges into the System wastewater that is of a volume and strength typical for residences, and who lives in a single-family structure, such as an individual house, duplex, townhouse, or condominium, or any other independently-owned single-family structure with an individual water meter for metering potable water. Multi-family residential units are not considered Residential Users.
33. "Sanitary Sewer" shall mean a sewer which carries wastewater, and from which storm, surface, and ground waters are intended to be excluded.
34. "Sewer" or "main sewer" shall mean a pipe or conduit eight (8) inches in diameter or larger intended for carrying wastewater and generally located in public right-of-way or easement.
35. "Sewer Connection Permit" shall mean the license to proceed with work on a sewer service line, either as new construction or for the repair of an existing line.
36. "Sewer Service Line" shall mean any sanitary sewer line or conduit located outside the building structure which connects the building's plumbing from the outside building wall to the main sewer. The sewer service line is usually four (4) inches in diameter, sometimes six (6) inches in diameter, and in special cases eight (8) inches in diameter or larger. The County does not maintain the sewer service line from the outside building wall to the main sewer.
37. "Sewer System" or "System" shall mean a publicly-owned treatment works (POTW) (as defined by Section 212 of the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, codified at 33 U.S.C. § 1292) owned by the County. The term shall mean any wastewater treatment facility, any sanitary sewer that conveys wastewater to such treatment facility and any wastewater pumping facility.
38. "Shall" is mandatory; "may" is permissive.
39. "Standard Methods" shall mean those sampling and analysis procedures established by and in accordance with EPA pursuant to Section 304(g) of the Act and contained in 40 CFR, Part 136, as amended, or the "Standard Methods for the Examination of Water and Sewer" as prepared, approved, and published jointly by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. In cases where procedures vary, the EPA's methodologies shall supersede.
40. "Standard Strength" shall describe wastewaters of any origin having a pollutant content less than the wastewater pollutant characteristics defined in Article IV, Section D.1 of this ordinance and having no prohibited qualities of sanitary sewer system admission.
41. "Suspended Solids" shall mean solids that either float on the surface, or are in suspension in water, wastewater, or liquid as defined by standard methods.
42. "Total Phosphorous" or "TP" shall mean total phosphorous as determined by standard methods.
43. "TSS" shall mean total suspended solids as determined by standard methods.
44. "Total Solids" shall mean total weight expressed in mg/l of all solids: dissolved, undissolved, organic, or inorganic.
45. "User" shall mean the occupant and/or the owner(s) of property from which wastewater is discharged into the System and any individual or entity, including municipalities, who contributes, causes, or permits the contribution of wastewater into the System.
46. "Wastewater" shall mean any solids, liquids, gas, or radiological substance originating from residences, business buildings, institutions, and industrial establishments together with any ground water, surface water, and storm water that may be present, whether treated or untreated, which is contributed into or permitted to enter the System.

Terms for which definitions are not specifically provided herein or in the "Jefferson County Sewer Use Administrative Ordinance" shall be interpreted as defined in the Glossary of the current edition of "Design of Municipal Wastewater Treatment Plants, Volume 3" (MOP 8) published by the WEF and the American Society of Civil Engineers.

ARTICLE II - BILLING UNITS

A. Volume Determination

The Environmental Services Department shall, at its own discretion, determine the factor and percentage of metered or non-metered water discharged to the System for the purposes of billing consistent with the following:

In making a quantity determination for System Users, the quantity of wastewater discharged by the User to the System shall be the same as the quantity of water delivered to the User by the Public Water System. In limited circumstances, should well water be used for the User's supply of water, the well shall be metered and quantities made known to the County on a monthly basis.

1. Residential Users

Billed Volumetric Units for Residential Users, except participants in the private meter program or as otherwise determined, shall be the metered quantity multiplied by a Return Factor as an allowance for metered water not returned to sewer. The Factor shall be as follows:

Residential Return Factor 0.85

Multi-family residences, apartments, condominiums, lofts and other residential users without unique, contiguous, deeded, unimproved land for that residential unit shall not be eligible for the Residential Return Factor.

2. Non-Residential Users

Billed Volumetric Units for Non-Residential Users and participants in the private meter program shall be the metered quantity multiplied by a Return Factor of 1.00, provided, however, a custom return factor may be established at the discretion of ESD for future, continuous use where sufficient evidence exists.

It shall be the obligation of Non-Residential Users who evaporate or otherwise dispose of water delivered by the Public Water System to alternate disposal systems to install such meters or other devices deemed necessary by the County to determine the estimated quantity discharged to the System. The County will consider establishing a constant ratio, factor, or percentage to be applied to the metered water quantity delivered by the Public Water System in order to determine the quantity of wastewater discharged by the User. It shall be the responsibility of the User to provide adequate written documentation which justifies the factor to the satisfaction of the County. The value of this factor will be reviewed for accuracy by ESD biannually, or whenever deemed necessary by the County in its sole discretion.

B. Impact Fee Units

1. Fixtures

Impact fee units shall be billed per defined unit times the rate provided in this ordinance as follows:

<u>Fixture Type</u>	<u>No. Units</u>
Bathtub	1
Shower	1
Water Closet/toilet	1
Lavatory	1
Sink	1
Urinal	1
Bidet	1
Sink	1
Dishwasher	1
Washing Machine	1
Garbage disposal units or pre-wiring for same	1
Stub outs for plumbing fixtures	1
Floor drain	0.5
Trench drain (per 18" of length)	0.5
Bradley wash sink (per 18" of sink perimeter)	1
Body wash/massage	1
Drinking fountain	0.5
Condensate drain	0.5
Sump pump or ejector	1
Dumpster Drain	1
Commercial kitchen sink	1
Commercial dishwasher	1
Commercial ice machine	1
Photographic developing machine	1
Autoclave	1
Restaurant/Bar Seat (booths are calculated per 18" length)	1

Other (any other connection to the System as determined by the County as a full or partial unit)

2. Food Service Establishments

The impact fee for full service restaurants and bars shall be assessed at a rate of one (1) plumbing fixture per seat. The impact fee for all other food-serving establishments shall be determined on the basis of projected volume of flow to the sewer as provided for in Article II.B.4.

3. Alternate Waste Disposal (Septic) System Conversion

A fixture credit shall be applied for each existing fixture up to a maximum of sixteen (16) fixtures (or equivalent fixtures) in the event of a conversion from an existing septic or alternate waste disposal system. If the conversion is performed without a permit then the fixture credits shall not apply.

4. Non-Residential

The impact fee for any connection to the System which will result in a non-domestic discharge of wastewater by virtue of the volume, rate of flow, or the level of pollutant concentrations will be determined by the County on a case-by-case basis. The County will base its determination upon all factors which may substantially affect System hydraulic and treatment capacity.

The determination shall be based on the annual volume contributed by a domestic household, which is defined as having twelve (12) plumbing fixtures, and the flow from which is equivalent to 125 hundred cubic feet per year. Therefore, an equivalent fixture, in terms of flow, shall be equal to 10.42 hundred cubic feet per year.

The impact connection fee for non-domestic users shall be as follows:

- 1) The impact fee shall be determined based on the applicant's estimates of flow at the time of application to secure an impact permit.
- 2) The County shall apply the applicant's estimates to the following formula to determine the number of equivalent plumbing fixtures and the impact fee to be charged as a result thereof.

$$\begin{array}{rcl}
 \text{Number of Equivalent Plumbing Fixtures} & = & \text{annual volume of water to sewer (cu. ft.)} \\
 & & 1,042 \\
 \text{Non-Residential Impact Fee} & = & \text{Number of Equivalent Plumbing Fixtures} \times \text{the rate established by Article IV.E.1}
 \end{array}$$

- 3) A determination of actual wastewater volume discharged to the System shall be made using actual metered water consumption during the first year of the applicant's use. If it is determined by actual measurement that the volume discharged to the System is substantially different from the estimates given by the applicant, an adjustment will be made either by refund or additional charge to the applicant. The adjustment shall be made on the highest six (6) month volume discharged to the System. Metering shall be installed at the User's expense if required by the County for determination of actual wastewater volume discharged.

ARTICLE III - ADJUSTMENTS AND CREDITS

A. Sewer User Adjustments

Users are eligible to receive a leak adjustment credit based on their volumetric (consumption) sewer charge within the prior twelve (12) month period. Any leak of domestic water that does not discharge to a sanitary drainage system at the premise may be eligible for credit. However, such leak shall be documented to have arisen from a defect in the permanent plumbing system and subsequently have been repaired. A "Jefferson County ESD Request for Leak Adjustment Form" must be completed in its entirety and returned to the Sewer Permitting and Inspections Office, located at 716 Richard Arrington Jr. Blvd. North, Suite A300, Birmingham, AL 35203, along with a dated and descriptive plumbing repair invoice, a work order from a Public Water System, or a receipt in cases where the Owner completes his own repairs.

The County does not provide "courtesy" adjustments. No adjustment will be given based solely on the fact that a User has an unusually high water and sewer bill, and water adjustments or credits given by a Public Water System shall not form the sole basis nor create an obligation to the County to grant a similar adjustment for sewer charges. Sewer charges may be adjusted only if the User supplies sufficient written documentation.

Swimming pools which have been verified on site, measured for volume, and are deemed to be a permanent structure by a Sewer Service Inspector, are eligible for a once-per-year adjustment. The User must be able to demonstrate that the water drained from the pool was not discharged to the System. The adjustment shall be allowed only in cases where there is a substantial pool filling. Adjustments shall not be made prior to the User being billed for the water volume.

B. Adjustment Limitations

Any request for an adjustment of sewer charges shall be limited to one (1) year from the billing date of the original charge, and shall be submitted to the Sewer Permitting and Inspection Office (716 Richard Arrington Jr. Blvd. North, Suite A300, Birmingham, AL).

C. Credit for Existing Fixtures

If an existing structure is to be demolished, altered, remodeled or expanded, an applicant will be allowed credit for the plumbing fixtures in the existing structure. Credit will be given only for those plumbing fixtures in the existing structure which are connected to the System and shall only be applied to a new or remodeled structure at the same location. To receive credit for existing fixtures, applicants must arrange an inspection by County personnel to verify the fixture count before removing the old fixtures. Credit will not be given unless the fixtures have been inspected by ESD prior to removal or evidence of a prior paid impact permit is presented. Except as provided herein, credit for existing connections and fixtures cannot be transferred to another location.

In circumstances such as natural disasters or other uncontrollable circumstances where credit for existing fixtures cannot be accurately determined, the County shall determine the credits available based on available information consistent with this Ordinance. The burden of proof for establishing any claimed credit as provided herein shall be on the applicant.

D. Exemptions

The governing bodies of all municipalities under the terms of their respective unification agreements shall be exempt from payment of all impact fees for facilities which will be used directly by those governing bodies for carrying out their governmental functions. The

impact fee exemption does not apply to park boards, recreation boards, school systems, or any other boards or alliances which are autonomous, or are not a direct function of, or owned by, the municipal governing body. However, this fee exemption does not remove the requirement that any applicable permits must be obtained prior to securing a building permit.

E. Refund of Impact Fees

Upon proper application by the permittee, the County will refund Impact Fees for fixtures which have not been installed. If no building permit was issued, the permittee must return all copies of the original impact permit in order to receive a refund. If a building permit was issued, the permittee must return the applicant's copy of the impact permit along with the original issued receipt to the Sewer Permitting and Inspection Office within two (2) years of issuance. The administrative fee shall be deducted from the total amount of the refund.

F. Private Meters

A User of the System may elect to install a private meter on a water service line that is connected to fixtures, equipment, or systems that do not discharge wastewater to the System. Users with installed private meters shall not be eligible for the Residential Return Factor adjustment. Private meter requirements and credit procedures are as follows:

- 1) A private meter must be permanently installed on the water service line or water distribution system downstream of the primary domestic water service meter. Water metered by the private meter must not directly or indirectly enter the System. Portable meters that attach onto the end of a hose or faucet are not eligible.
- 2) The private meter shall be registered by an ESD Sewer Service Inspector. The initial meter reading shall start from the reading that is registered at the time of inspection. It is the responsibility of the User to inform the County of the presence of a private meter by calling 205-325-5801 to request a registration/inspection of the private meter. Retroactive usage credit prior to registration shall not be allowed.
- 3) The private meter owner or an authorized party must be present at the time the private meter is registered by the County and must acknowledge its limitations of use.
- 4) All private meter readings must be submitted to the Environmental Services Sewer Permitting and Inspection Office at 716 Richard Arrington Jr. Blvd. North, Suite A300, Birmingham, AL 35203.
- 5) Meter readings should be submitted every 6 months, but not more frequently than every 6 months. Credit shall not be granted for any use prior to the twelve-month period from the date of submission for credit.
- 6) Private meter forms must be filled out in their entirety in order to be processed.
- 7) A private meter processing fee as provided for in Article IV.B shall be charged for each private water meter credit administered.

Any active participant of the private meter program who wishes to terminate their current enrollment status must request such action in writing to ESD and shall not be allowed re-enrollment for a twelve month period from the date of request.

The County reserves the right to require, at any time, the private meter to be inspected or re-registered by a Sewer Service Inspector. It shall be the responsibility of the User to determine whether a private meter is enrolled in the credit program.

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	\$4.50	\$7.00	\$8.00

	<u>Per 1000 Gallons</u>		
	Block 1	Block 2	Block 3
Volume	0-2246	2247-4491	4492+
Rate per unit	\$6.02	\$9.36	\$10.69

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	\$7.60
	<u>Per 1000 Gallons</u>
Volume	0+
Rate per unit	\$10.16

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 (in. dia.)</u>	<u>Charge</u>
5/8"	\$10.00
3/4"	11.00
1"	14.00
1.5"	18.00
2"	29.00
3"	110.00
4"	140.00
6"	210.00
8"	290.00
10"	370.00

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 \$12.00 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.

D. Industrial Waste Surcharges

1. Industrial User Surcharges

An industrial waste surcharge shall be levied against any Industrial User of the System whose wastewater characteristics exceed the following standard strength:

<u>Constituent</u>	<u>Strength</u>	<u>Rate per pound</u>
BOD	300 mg/l	\$0.8284
COD	750 mg/l	\$0.4142
TSS	300 mg/l	\$0.2734
FOG	50 mg/l	\$0.1715
TP	4 mg/l	\$3.2650

If an industrial wastewater discharge contains excessive loading for both BOD and COD, the imposed surcharge will be based on one of the two parameters as determined by the County in its sole discretion.

At the discretion of the County and at such times when data has been compiled and established, additional or modified industrial waste surcharge parameters, concentrations, or rates may be imposed.

Pounds shall be computed by multiplying the factor 0.00624 (the conversion factor used to determine the weight in pounds of one milligram per liter (mg/l) for a liquid volume in hundreds of cubic feet) times the volume of the wastewater (in hundreds of cubic feet) times the parts per million (ppm) of wastewater characteristics as described in the Table above.

2. Sampling and Analysis

Sampling and analysis charges shall be calculated and assessed as follows:

- (1) Round trip mileage shall be charged per mile at the currently published Internal Revenue Service Standard Mileage Rate.
- (2) Crew cost: \$35.00 per hour (charged in ¼ hour segments at sampling site, each segment = \$8.75).

(3) Laboratory analytical cost: Billed by wastewater characteristic, as defined in the laboratory fee schedule, which may be obtained from the Industrial Pretreatment Office at 205-238-3833.

(4) Technical and administrative fees including data collection, calculations, entry, report dispersal and billing per sampling cycle: Flat rate of \$50.00.

3. Miscellaneous Fees

Cost incurred by the County for sampling, analysis and monitoring of industrial wastewater not otherwise provided for in this Ordinance shall be charged to the monitored industry on an actual cost basis.

4. Hauled Wastewater

Charges for discharging all hauled wastewater into an approved System facility, as measured at the receiving facility, shall be as follows:

<u>Waste type</u>	<u>Rate per 1000 gallons</u>
Septage and domestic wastewater	\$60.00
Grease trap waste	\$75.00
Other *	

*Charges for other non-standard discharges shall be calculated by the County based on estimated increased operating costs if, at the County's discretion, the particular waste stream constituents are higher concentrations than typical domestic septage or grease trap waste. Leachate, unless otherwise determined, shall be considered septage.

E. Sewer Impact Fees

1. Fixture Rate

An impact fee shall be levied upon each new connection to the System regardless of county jurisdiction as follows:

<u>Fixture</u>	<u>Impact Fee</u>
Single fixture unit	\$225.00
Equivalent fixture unit	\$225.00
Stubouts for plumbing fixtures	*
Other fixtures	**

* Impact fee for stubouts will be the cumulative fee for the fixtures to be served by the stubout.

** Impact fee to be determined by the County on a case by case basis in accordance with Article II.B.4 and at a rate of \$225.00 per plumbing fixture.

Failure to make payment for any plumbing fixture prior to installation shall result in a doubling of the payment if said payment is not submitted within thirty (30) days of notification. However, failure to mail any notice, or failure to receive any notice, shall in no way affect the obligation of the applicant to pay the fees and any penalty.

2. Alternate Waste Disposal System Conversion

Any home, mobile home or commercial building served by a septic tank, package plant, or other means of waste disposal which was constructed and approved for use subject to the standards of the Jefferson County Department of Health may connect to the System, provided there is no prohibition in the regulations of the County, State or Federal Government and upon payment of a one hundred dollar (\$100.00) fee for such connection.

3. Impact Fees Refund

An administrative fee for refund of impact fees will be assessed as follows:

<u>No. Fixtures</u>	<u>Fee</u>
1 - 10	\$20.00
11 - 50	\$30.00
51	\$50.00

F. Sewer Connection Fees

The sewer connection fees as listed include all required inspections and will be assessed for each single user connection in accordance with the following schedule:

<u>Permit type</u>	<u>Prior to installation</u>	<u>After installation</u>
Connection	\$50.00	\$550.00
Repair	\$50.00	\$550.00
Tap1	\$150.00	
Disconnection	\$25.00	

1County provides saddle, labor, and materials for tap to existing sewer mains.

If the County Sewer Service Inspector is required to visit the connection site for more than two (2) inspections due to faulty material,

poor workmanship etc., the third inspection and each inspection thereafter shall be charged at \$100 per inspection. After hour, weekend, and holiday inspections must be pre-approved by the ESD and shall be charged at a rate of \$100.00 per hour, with a 2 hour minimum. The rate is "per inspector" as deemed necessary by the County.

G. Grease Trap Fees

Grease trap and interceptor fees shall be assessed in accordance with the following schedule:

Annual Inspection Fee

<u>Number</u>	<u>Fee</u>
1-5	\$300.00
6-10	\$500.00
11+	*

*Units in excess of 10 shall be assessed \$500.00 plus \$200.00 for each additional 5 units in excess of 10

Other Fees

<u>Type</u>	<u>Fee</u>
Non-compliance	\$400.00
Re-inspection	\$400.00
Exemption	\$300.00

Installation, modifications, repairs or replacement of grease control devices shall be inspected by the ESD inspectors. Any work completed without prior notice shall be subject to a non-compliance fee.

H. Billing Fees

Billing fees shall be assessed in accordance with the following schedule:

<u>Type</u>	<u>Fee</u>
Lien Recording	\$16.00
Lien Satisfaction	\$16.00
Return Check	\$30.00
Pay Off Amount (per sheet)	\$4.00

ARTICLE V - GENERAL PROVISIONS

A. Validity

All resolutions, ordinances, parts of resolutions, or parts of ordinances in conflict herewith are hereby repealed.

B. Severability

The provisions of this Ordinance are severable. If any provision, section, paragraph, sentence or part thereof, or the application thereof to any individual or entity, shall be held unconstitutional or invalid, such decision shall not affect or impair the remainder of this Ordinance, it being the Commission's legislative intent to ordain and enact each provision, section, paragraph, sentence and part thereof separately and independently of each other.

C. Penalties

The County shall be allowed to recover reasonable attorney's fees, interest, penalties, collection fees, court costs, court reporter's fees and any other expenses of litigation or collections from any person or entity in violation or non-payment of the provisions of this this Ordinance.

ARTICLE VI - ORDINANCE IN FORCE

A. Date Effective

This ordinance shall be in full force and effect on the date of passage, with such rates and charges being assessed as soon as is practicable.

B. Date Adopted

Passed and adopted by the Jefferson County Commission on the 6th day of November, 2012.. Approved this 6th day of November, 2012 by W. D. Carrington, President - Jefferson County Commission

Attest:

Minute Clerk of the Jefferson County Commission

Motion was made by Commissioner Knight seconded by Commissioner Stephens that the above resolution be adopted. Voting "Aye" Knight, Stephens, Brown and Carrington.

Thereupon the Commission Meeting was recessed.

The Commission Meeting was re-convened and adjourned without further discussions or deliberations at 9:00 a.m., Wednesday, November 14, 2012.

President

ATTEST

Minute Clerk