

AUG 19 1915

PROPOSITION

OF

The Birmingham Water Works Co.

TO THE

City of Birmingham, Ala.



FEBRUARY 20th, 1915

Birmingham, Ala., February 20th, 1915.

*To the Board of Commissioners of the City of Birmingham,*

*City:*

Gentlemen:—

Whereas, The Birmingham Water Works Company is furnishing water to certain territory in Birmingham at rates fixed by the contract heretofore made by it with the City of Birmingham of date June 2, 1888, and is furnishing water to other portions of Birmingham at rates fixed by contracts heretofore made with the former suburban municipalities of East Lake, Woodlawn, Avondale, Elyton, Graymont, North Haven, West End, Pratt City, Ensley and Wylam, the territory embraced in the limits of the said former suburban municipalities being now embraced in the limits of Birmingham; now,

Therefore, The Birmingham Water Works Company, for itself, its successors and assigns, hereinafter referred to as the Water Company, hereby offers to make the following changes and modifications in all of the foregoing contracts effective as of and for the time hereinafter stated, prescribing throughout the limits of what is known as "Greater Birmingham" the changes set out in rates for water furnished and conditions of supply.

### **Section First—Flat Rates.**

Flat rates in all Birmingham shall be as follows:

For dwelling of three rooms, or less, \$1.50 per quarter.

For each additional room in such dwelling, up to and including ten rooms, 25 cents per quarter.

For each additional room in such dwelling, over ten rooms, 12½ cents per quarter.

For water closet for private family, dwelling of three rooms or less, for first closet, \$1.00 per quarter.

For water closet for private family, dwelling of four rooms or more, for first closet, \$1.25 per quarter.

For the second and for each additional water closet for the same family or servants, 62½ cents per quarter.

For bath tubs for private family, each, \$1.00 per quarter.

Store, shop, office or restaurant, each, according to size and occupation, \$1.50 to \$2.00 per quarter.

Water closet for single store, shop, office or restaurant, \$1.25 per quarter.

For one or more faucets or hydrants or openings having threads for hose for sprinkling, a charge for sprinkling use, in

the terms and in the manner herein elsewhere set out, but in no other manner. It is understood, however, that the City shall not be precluded from exercising any right of condemnation after January 1, 1921.

It is understood that by the acceptance of this offer the City will not waive, lose, surrender, prejudice or affect any present or future right or power, if any, which it would otherwise have to construct and to operate a municipal water works plant or plants, nor shall any of the rights of the Water Company as to these things, under its contracts aforesaid with the city, be affected by this offer or the acceptance thereof.

The parties hereto do not intend by this offer and the acceptance thereof to extend or diminish the term or duration of any franchise or contract of the Water Company, or to place any interpretation or construction upon same except as herein expressly set out. Nothing in this offer and the acceptance thereof shall change or affect the clauses in certain contracts between the Water Company and some of the said annexed suburban municipalities which provide for a reduction of rates in the territory covered by said contracts, to the extent and in the manner therein set out in the event of a reduction of rates in the territory covered by the contract of June 2nd, 1888, between the Water Company and the City of Birmingham.

It is understood that if this offer is legally accepted by the City of Birmingham, all laws and ordinances of the City in conflict with the provisions of this contract so made shall be and are by said acceptance repealed.

There may be a question as to whether this offer and the acceptance thereof will be subject to a referendum election under the terms of the law governing the City of Birmingham. It is understood that the Water Company waives any such question and agrees that this offer and its acceptance may be passed upon under a referendum election called and held in the manner and at the time governing referendum elections under the terms of said law, and if the contract resulting from this offer and its acceptance should be rejected in such referendum election, then the status of the parties shall be the same as if this offer had never been submitted, and the parties shall have the right to proceed with the various law suits mentioned in this offer.

The terms "Water Company" and "The Birmingham Water Works Company" where used herein shall in each instance be held to include the successor, successors and assigns of The Birmingham Water Works Company.

Respectfully submitted,

**THE BIRMINGHAM WATER WORKS COMPANY.**

A. M. LYNN,

President.